

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA STATE POLICE
INTERGOVERNMENTAL AGREEMENT
TO ENFORCE CIVIL VIOLATIONS UNDER 75 Pa. C.S. § 3345.1**

THIS INTERGOVERNMENTAL AGREEMENT (IGA), is entered into by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania State Police, and the _____ School District (Local Entity).

WHEREAS, the Local Entity has followed the required procedures and obtained side stop signal arm enforcement system(s) to enforce 75 Pa. C.S. § 3345, Meeting or overtaking school bus, as authorized by 75 Pa. C.S. § 3345.1, by contracting with _____ (Vendor).

WHEREAS, the Local Entity intends, through its partnership with Vendor, to install the side stop signal arm enforcement system on its bus fleet to impose the civil penalties established by 75 Pa. C.S. § 3345.1 as part of an enforcement program (Program);

WHEREAS, 75 Pa. C.S. § 3345.1 also requires a police department be involved in the enforcement process to certify if there is sufficient evidence to establish a violation of 75 Pa. C.S. § 3345 occurred and, if an appeal is filed, to file the notice of violation and supporting documentation, in the court where the violation occurred;

WHEREAS, the Local Entity may enter into intergovernmental agreements with authorized local police departments to review and certify the civil violations under the Program to allow the Local Entity to issue the notice of violation in concert with its Vendor;

WHEREAS, the Pennsylvania State Police may serve as the enforcing police department in those school districts where the program is established and there is no local police department to participate in the Program;

WHEREAS, the parties wish to establish the administrative framework for participation in the program by the Pennsylvania State Police (PSP).

NOW, THEREFORE, the parties, the Local Entity and the PSP, intending to be legally bound, agree as follows:

1. The PSP and the Local Entity shall cooperate to further the Program and carry out the respective duties as detailed in this IGA.
2. The foregoing Whereas clauses are incorporated herein by reference.
3. Duties of the Local Entity:
 - a. The Local Entity shall, including working with Vendor, ensure it fulfills all of its duties and obligations under 75 Pa. C.S. § 3345.1.
 - b. The Local Entity shall ensure Vendor provides PSP access to its system, or that PSP otherwise is able to access, all necessary information to fulfill its duties including reviewing and authorizing/certifying violations, and filing the notice of violation and supporting documentation when required under 75 Pa. C.S. § 3345.1(i.1)(3)(ii).
 - c. The Local Entity shall ensure Vendor provides PSP the required information under 75 Pa. C.S. § 3345.1(h), including a copy of the recorded images showing the vehicle, the license plate number and state of issuance of the motor vehicle, and the date, time, and place of the violation, as well as any other information as PSP shall require.
 - d. The Local Entity shall ensure it, and its Vendor, provide PSP with the completed notice of violation and all other required documentation necessary for PSP to meet its obligations under 75 Pa. C.S. § 3345.1(i.1)(3)(ii).
 - e. The Local Entity shall ensure it, and its Vendor, comply with all

requirements of 75 Pa. C.S. § 3345.1(i.1), including by providing timely notice of the violation to the owner of the vehicle, accepting payment of the fine, and providing notice of rights to appeal.

- f. The Local Entity shall ensure it, and its Vendor, cooperate with the PSP in administering the Program, and respond to any requests by PSP or otherwise provide PSP any assistance it requires, including providing all necessary forms, including without limitation the notice of violation.

4. Duties of the PSP:

- a. PSP shall review all of the required information provided to it by the Vendor under 75 Pa. C.S. § 3345.1(h) and certify the notice of violation, in accordance with 75 Pa. C.S. § 3345.1(h.2).
- b. PSP shall file the completed notice of violation and supporting documentation it receives from the Local Entity or its Vendor when required in the appropriate court under 75 Pa. C.S. § 3345.1(i.1)(3)(ii), and take any other required actions to carry out its duties under §§ 3345.1(h.2) & 3345.1(i.1)(3)(ii).
- c. PSP shall cooperate as required by law with the Local Entity and Vendor in order to administer the Program.

5. General Provisions:

- a. Financial Requirements. The Local Entity, and its Vendor, shall ensure all monies received as a result of fines are appropriated as required by the statute. The Local Entity shall be primarily responsible for collecting and disseminating the fine in accordance with the statute. The Local Entity shall ensure PSP is paid within sixty (60) days of receiving payment of the fine.

The Local Entity shall also cooperate with, and ensure, that PSP is able to receive the funds in a manner as directed by PSP and that PSP can audit the funds it receives in an appropriate manner, including without limitation by online access and or the inspection of any documents or systems deemed necessary by PSP in order to ensure it is receiving all funds to which it is entitled.

- b. Records & Information. Each party shall ensure it fulfills its obligations and abides by the requirements regarding record keeping, information, and dissemination found in 75 Pa. C.S. § 3345.1(e) and under other applicable law.
- c. Independence of the Parties. Each party to this IGA agrees and recognizes that the other is a wholly independent agency, or component part thereof, and that this IGA does not create any employer-employee, agency, or similar relationship of any kind between them. Each party is solely and only responsible for the acts and omissions of its employees, officers and agents, and for the salaries, benefits, and other similar matters, of the same. No part of this IGA shall be construed to require either party to perform any action inconsistent with governing law applicable to each.
- d. Sovereign Immunity of the Commonwealth. Local Entity hereby acknowledges that the Pennsylvania State Police and the Commonwealth of Pennsylvania reserve all immunities, defenses, rights, or actions arising out of their status as a sovereign state or entity, or instrumentality thereof, the Eleventh Amendment to the United States Constitution, and any other applicable law, and that no waiver, limitation or impairment of any such

immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by virtue of PSP's and the Commonwealth's participation in this IGA.

- e. Media & Information Requests. The parties to this IGA agree to notify each other of any media inquiries or requests for information regarding the other or its information, including the Pennsylvania Right-to-Know Law. The parties shall cooperate in all such matters and the parties shall, consistent with their legal obligations, take all steps they can to protect and keep confidential any information, documents, or materials in its possession which are exempt from disclosure or otherwise protected by law
- f. Confidentiality and Security. No party shall share any information it obtains from the other without permission of the other, unless authorized by law or permitted under the statute for the administration of the program. Each party to this IGA shall ensure any information it obtains, or has access to, whether in paper or electronic form, is subject to all appropriate security measures.
- g. Choice of Law. The laws of the Commonwealth of Pennsylvania shall be used to interpret this IGA.
- h. Amendments and Modifications. This IGA shall be modified in writing with the same formality as the original IGA.
- i. Effective Date. This IGA will become effective on the date of the last signature and shall be in effect as long as the Program exists, or as otherwise terminated by either party upon thirty days' advance notice.
- j. Entire Understanding. This IGA represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings exist with regards to this relationship.

k. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original and shall have the full force and effect as an original but all of which shall constitute one and the same instrument.

l. Points of Contact. For all communications, the following points of contact shall be used:

(i) PSP:

-Name: _____

-Title: _____

-Telephone: _____ E-Mail: _____

(ii) Local Entity:

-Name: _____

-Title: _____

-Telephone: _____ E-Mail: _____

[Signatures Follow]

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement.

Commissioner or designee
Pennsylvania State Police

Local Entity

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel
Pennsylvania State Police

Attorney/Solicitor for Local Entity

Date: _____

Date: _____

PSP Form # 17-FA-5.0

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Office of General Counsel

Office of Attorney General