

## **INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into by and between the **WARREN COUNTY SCHOOL DISTRICT**, with its principal offices located at 6820 Market St, Russell, PA 16345, hereinafter referred to as -----the "District"

AND

The **CITY OF WARREN POLICE DEPARTMENT**, referred to hereinafter as -----  
-----the "Law Enforcement Agency."

**WHEREAS**, at its regularly scheduled meeting held on September 14, 2020, the District's Board of School Directors approved an agreement with BusPatrol America, LLC to provide a stop arm signal arm enforcement system on each bus pursuant to 75 Pa.C.S.A. §3345.1(g) for the purpose of enforcing violations of 75 Pa.C.S.A. §3345, which prohibits the driver of a vehicle from meeting or overtaking any school bus stopped on a highway or trafficway flashing its red signal lights. This agreement is referred to hereinafter as the "BusPatrol Agreement"; and

**WHEREAS**, 75 Pa.C.S.A. §3345.1(h,1) further authorizes the District to enter an intergovernmental agreement with the Law Enforcement Agency to enforce violations of 75 Pa.C.S.A. §3345 through the issuance of a civil penalty; and

**WHEREAS**, the District and Law Enforcement Agency mutually desire to enter into such an intergovernmental agreement pursuant to 75 Pa.C.S.A. §3345.1(h.1).

**NOW THEREFORE**, intending to be legally bound hereby, the parties agree as follows:

1. Authority/Jurisdiction to Enforce Violations
  - A. For any violation of 75 Pa.C.S.A. §3345 that occurs within the boundaries of the City of Warren, the City of Warren Police Department shall have primary authority/jurisdiction to enforce the violation and the Pennsylvania State Police shall have secondary authority/jurisdiction.

2. Responsibilities of Law Enforcement Agency

The law enforcement agency enforcing a civil violation of 75 Pa.C.S.A. §3345 shall adhere to the requirements of 75 Pa.C.S.A. §3345.1, as well as any other applicable laws or rules of procedure. As part of its responsibilities, the law enforcement agency enforcing the violation shall:

- A. Prepare and file the evidence certificate and package identified in 75 Pa.C.S.A. §3345.1(d).
- B. Adhere to 75 Pa.C.S.A. §3345.1(e)(2)(i), (e)(2)(ii), and (e)(2)(iii) regarding the use and disclosure of information relating to violations.
- C. Pursuant to 75 Pa.C.S.A. §3345.1(h.2):
  - (i) Review submitted evidence from the manufacturer or vendor of a system to determine if there is sufficient evidence that a violation under section 3345 occurred and electronically certify the notice of violation.
  - (ii) Provide information to the District related to the Law Enforcement Agency's capacity to view and authorize the notice of violation.
- D. Comply with the "notice of violations, fines, and contests" provisions stated in 75 Pa.C.S.A. §3345.1(i.1) and Section 1.8 of the BusPatrol Agreement.
- E. Appear at all court proceedings held before a Magisterial District Judge or any other court regarding a violation and ensure that the law enforcement agency receives its \$25 share of the civil penalty.
- F. Adhere to the requirements of 75 Pa.C.S.A. §3345.1(c)(4) that the civil violation shall not
  - (i) be deemed a criminal conviction;
  - (ii) be made part of the operating record of the individual upon whom the penalty is imposed under section 1535 (relating to schedule of convictions and points);
  - (iii) be the subject of merit rating for insurance purposes; or
  - (iv) authorize imposition of surcharge points in the provision of motor vehicle insurance coverage.

3. Responsibilities of the District

The District shall work with BusPatrol to meet all requirements imposed on the District and BusPatrol pursuant to 75 Pa.C.S.A. §3345.1. As part of its responsibilities, the District shall:

- A. Coordinate with BusPatrol to provide the law enforcement agency enforcing the violation with written documentation that the side stop signal arm enforcement system was operating correctly at the time of the alleged violation and a copy of any video evidence of the alleged violation.
- B. Pursuant to 75 Pa.C.S.A. §3345.1(h), coordinate with Bus Patrol to provide the following to the law enforcement agency enforcing the violation:
  - (i) A copy of the recorded image showing the vehicle.
  - (ii) The license plate number and state of issuance of the motor vehicle.
  - (iii) The date, time and place of the alleged violation.

4. Criminal Proceedings

75 Pa.C.S.A. §3345.1(c)(3) provides that the vehicle operator shall not be liable for the civil penalty if the operator is also criminally convicted of the same violation under 75 Pa.C.S.A. §3345. Therefore, the Law Enforcement Agency agree that a vehicle operator's first offenses for a violation of 75 Pa.C.S.A. §3345 shall be enforced as a civil penalty only pursuant to 75 Pa.C.S.A. §3345.1. Any subsequent offenses by the same operator may, at the law enforcement agency's discretion, be enforced through a civil penalty or through criminal proceedings.

Failure to prosecute a second or subsequent violation as a criminal offense shall not be deemed a waiver to do so for subsequent violations of the above referenced statute.

5. Term & Termination

This Agreement shall remain in effect so long as the BusPatrol Agreement remains in effect. The District shall notify the Law Enforcement Agency within seven days of the date of termination of the Bus Patrol Agreement. This Agreement may be terminated without cause by the

District or by any other party hereto upon ninety (90) days written notice to all other parties to this Agreement.

6. Amendments

This Agreement may be amended, modified, or waived only by written agreement signed by ~~the~~ all of the parties hereto.

7. 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 Agreement shall ensure any information it obtains, or has access to, whether in paper or electronic form, is subject to all appropriate security measures.

8. Choice of Law

The laws of the Commonwealth of Pennsylvania shall be used to interpret this Agreement. Disputes shall be heard by the Court of Common Pleas of Pennsylvania's 37<sup>th</sup> Judicial District.

9. Effective Date

This Agreement will become effective on the date of the last signature.

10. Entire Understanding

This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings exist with regards to this relationship.

11. Counterparts

This Agreement 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.

Warren County School District

ATTEST:

\_\_\_\_\_  
Board President, Paul Mangione

\_\_\_\_\_  
Board Secretary Ruth A. Huck

\_\_\_\_\_  
Date

City of Warren Police Department

  
\_\_\_\_\_  
Police Chief Joe Sproveri

1-20-2022  
Date