

## SIDE STOP SIGNAL ARM ENFORCEMENT SYSTEM AGREEMENT

This side stop signal arm enforcement agreement is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Pennsylvania State Police ("PSP"), with its headquarters located at 1800 Elmerton Avenue, Harrisburg, PA 17110, and the Warren County School District ("School"), with its principal offices located at 6820 Market Street, Russell, PA 16345.

School entities in Pennsylvania, as defined by 75 Pa. C.S. § 3345.1, may procure side stop signal arm enforcement systems for their buses to enact a program to enforce 75 Pa. C.S. § 3345.1 (relating to automatic enforcement of failure to stop for a school bus). Drivers who fail to stop when the school bus employs its side stop signal arm may receive a civil violation that includes a financial penalty.

School has followed the required procedures and obtained side stop signal arm enforcement system(s) by contracting with an appropriate system vendor and intends to enforce the statute. The system vendor administers the program for School.

The statute requires a police department be involved in the enforcement process, to certify if there is sufficient evidence to establish a violation. School may enter into intergovernmental agreements with police departments for this purpose.

When there is no local police department or school police department serving the school entity, PSP may serve as the certifying police department. Due to the lack of another police department with appropriate jurisdiction, School has requested PSP to assist with its implementation of the program.

The parties, intending to be legally bound, agree as follows:

1. Obligations of School:

- a. Duties. School shall fulfill all of its duties and obligations under 75 Pa. C.S. § 3345.1.
- b. Access. School shall ensure its vendor provides PSP access to all systems and information necessary to pursue enforcement action for violations of 75 Pa. C.S. § 3345.1.
- c. Fees & Costs. School shall ensure it timely pays all fees, fines, costs, or other financial penalty or obligation imposed by any court or minor court of this Commonwealth pursuant to, or related to, any provision of 75 Pa. C.S. § 3345.1, upon School, its vendor, or PSP or its personnel.
- d. Cooperation. School shall cooperate with the PSP in administering the program.

2. Obligations of PSP:

- a. Review. PSP shall review all of the required information provided to it in accordance

with 75 Pa. C.S. § 3345.1(h) and certify the notice of violation when PSP determines that there is sufficient evidence. PSP will not certify any notice of violation that lacks a sufficient evidentiary or legal basis.

b. Cooperation. PSP shall cooperate with School in order to administer the program.

3. Financial & Information Provisions:

a. Requirements for Funds Received. School shall ensure all monies received by it and payable to PSP are paid to PSP within 60 days, in the manner directed by the PSP. School shall maintain detailed records of all funds received and disbursed for three years from the date of disbursement. PSP may audit those records upon 30 days' written notice of audit.

b. Records. No party may share any records or information it obtains from the other without the written permission of that party, unless required by law or permitted under the statute for the administration of the program. Each party to this agreement shall ensure any records or information regarding the program are subject to appropriate security measures.

c. Media & Information Requests. The parties shall notify each other of any media inquiries or requests for records or information regarding the other or its records or information, including under the Pennsylvania Right-to-Know Law. The parties shall cooperate in responding to any requests for information.

4. General Provisions:

a. Disputes. Any dispute arising under this agreement that cannot be resolved by School and PSP may be submitted to the Governor's Office of General Counsel for assistance in obtaining a resolution.

b. Independence of the Parties. Each party to this agreement recognizes that the other is a wholly independent agency, or component part thereof, and that this agreement does not create any employer-employee, agency, or similar relationship of any kind between them. Each party is solely 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 agreement may be construed to require either party to perform any action inconsistent with governing law.

c. Sovereign Immunity of the Commonwealth. PSP and the Commonwealth reserve all immunities, defenses, rights, or actions arising out of their status as a sovereign state or entity, or instrumentality thereof, under 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 may be implied or otherwise deemed to exist by virtue of PSP's and the Commonwealth's participation in this agreement.

- d. Choice of Law. This agreement is governed by, and will be interpreted and enforced in accordance with, the laws of the Commonwealth of Pennsylvania and the decisions of the Pennsylvania courts.
- e. Amendments and Modifications. No alterations or variations to this agreement will be valid unless made in writing and signed by the parties.
- f. Term. This agreement will become effective on the date of the last Commonwealth signature ("Effective Date") and will remain in effect for five years, unless sooner terminated in accordance with paragraph 4(g).
- g. Termination.
  - a. For Convenience. Either party may terminate this agreement by providing 30 days' written notice of termination to the other party.
  - b. For Cause. If PSP notifies School of a violation of this agreement and School fails to cure the violation to the satisfaction of PSP within ten days of the notice, PSP may terminate this agreement by providing ten days' notice of termination to School.
- h. Severability. The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth, the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this agreement and the applicability thereof to any government, agency, person or circumstance will not be affected.
- i. No Waiver. No delay or failure on the part of either party in exercising any right, power, or privilege under this agreement will affect that right, powers or privilege; nor will any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the parties under this agreement are cumulative and concurrent and not exclusive of any rights or remedies that a party might otherwise have. Either party may, at any time, enforce the provisions of this agreement in accordance with its terms despite any conduct or custom on the part of the enforcing party in refraining from so doing at any time. The failure of the party at any time to enforce its rights under the provisions, in accordance with the applicable provision(s), may not be construed as having created a custom in any way or manner contrary to specific provisions of this agreement or as having in any way or manner modified or waived the provisions.
- j. Points of Contact. For all communications and notices required under this agreement, the following points of contact will be used:

PSP: Director, Safety Program Division

Bureau of Patrol  
Pennsylvania State Police Department  
Headquarters  
1800 Elmerton Avenue  
Harrisburg, Pennsylvania 17110  
E-Mail: Tel:

School: Michael Kiehl  
Transportation/Purchasing Manager  
Warren County School District  
6820 Market Street  
Russell, PA 16345  
E-Mail: [kiehlm@wcsdpa.org](mailto:kiehlm@wcsdpa.org)  
Tel: (814) 723-6900

Either party may change its contact by providing written notice to the other party.

- k. Integration. When fully executed by the parties, this agreement will be the final, complete, and exclusive agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.
- l. Counterparts. This agreement may be executed in counterparts, each of which will be deemed an original and will have the force and effect as an original, but all of which will constitute one and the same instrument.
- m. Electronic Signatures. This agreement may be electronically signed in accordance with the Electronic Transaction Act, 73 P.S. § 2260.301 et seq.

**[SIGNATURE PAGE FOLLOWS.]**

The parties, through their authorized representatives, have signed this agreement below.

**PENNSYLVANIA STATE POLICE** \_\_\_\_\_

\_\_\_\_\_  
Commissioner or designee

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Office of Chief Counsel  
Pennsylvania State Police

\_\_\_\_\_  
Solicitor/Counsel for School

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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\_\_\_\_\_  
Office of General Counsel  
Commonwealth of Pennsylvania

\_\_\_\_\_  
Office of Attorney General  
Commonwealth of Pennsylvania

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary, Board of School Directors

By: \_\_\_\_\_  
President, Board of School Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_