RESOLUTION 2025-9

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF WEST READING, BERKS COUNTY, PENNSYLVANIA TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH WYOMISSING AREA SCHOOL DISTRICT TO ENFORCE VIOLATIONS OF BUSPATROL AMERICA, LLC.

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the **WYOMISSING AREA SCHOOL DISTRICT**, with its principal offices located at 630 Evans Ave, Wyomissing, PA 19610, hereinafter referred to as the "District"

AND

The **WEST READING BOROUGH,** with is principal offices located at 500 Chestnut Street, West Reading, PA 19611**,** collectively referred to hereinafter as the "Borough."

WHEREAS, at its regularly scheduled meeting held, 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, the Borough operates a police department known as the West Reading Borough Police Department, hereinafter as the "Law Enforcement Agency."

WHEREAS, 75 Pa.C.S.A. §3345.1(g)(3)) further authorizes the District to enter an intergovernmental agreement with the Borough for the purposes of engaging the Law Enforcement Agency of the Borough to review and certify violations of 75 Pa.C.S.A. §3345 captured using an automated stop signal arm enforcement system ("the BusPatrol System") through the issuance of a civil penalty; and

WHEREAS, the District and Borough mutually desire to enter into such an intergovernmental agreement pursuant to 75 Pa.C.S.A. §3345.1(g)(3)).

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

1. <u>Authority/Jurisdiction to Enforce Violations</u>

A. For any violation of 75 Pa.C.S.A. §3345 captured by the BusPatrol System that occurs within the boundaries of the Borough, the Law Enforcement Agency shall be the primary police department for conducting the procedures under 75 Pa.C.S.A. §3345.1.

2. Responsibilities of Law Enforcement Agencies

The law enforcement agency conducting the procedures under 75 Pa.C.S.A. §3345.1 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 issue the certificate 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 manufacture or vendor of the automated stop signal arm enforcement system to determine if there is sufficient evidence that a violation under section 3345 occurred and electronically issue the certificate.

(ii) Provide information to the District related to the Law Enforcement Agency's capacity to view and issue the certificate.

(iii) Restrict the review of submitted evidence under paragraph (1) to an individual who is a police officer.

D. Appear as needed at all court proceedings held before a Magisterial District Judge or any other court regarding a violation and ensure that the law enforcement receives its $25 share of the civil penalty.

E. 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 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 BusPatrol 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(a.1(2)) 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 law enforcement's discretion, be enforced through a civil penalty or through criminal proceedings.

5. Term & Termination

This Agreement shall remain in effect so long as the BusPatrol Agreement remains in effect and shall automatically terminate upon the expiration of the term, or the termination of, the BusPatrol Agreement; provided, the Law Enforcement Agency can terminate this Agreement at any time with thirty (30) days written notice to the District.

6. Amendments

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

7. Indemnification; Immunity

The District hereby agrees to defend, indemnify, and hold harmless the Borough, its elected and appointed officials, officers, attorneys, servants, contractors, agents and employees, including but not limited to the Law Enforcement Agency and its chief of police, police officers, contractors, agents and employees (collectively and individually referred to as "Indemnitees"), from and against all demands, claims, causes of action, damages, liabilities, judgments, penalties and debts (together with all fees, costs, and expenses, including reasonable attorneys' fees) against any or all of the Indemnitees arising out of or in any way related to this Agreement incurred by the Borough, including but not limited to those damages, penalties, and/or taxable costs imposed under 75 Pa. C.S.A. § 3345.1(i.4)(4). To be entitled to the defense provision of this section and indemnification of any legal fees, costs, and expenses, the Borough shall notify the District within ten (10) business days of service of any process or complaint related to or arising out of the subject matter of this Agreement. The District shall have the right, at its election, to assume the defense of the Borough or assign separate counsel reasonably acceptable to the Borough, in accordance with all applicable laws and rules of professional conduct. The District shall not admit any liability on behalf of the Borough without the Borough's consent. Notwithstanding the foregoing, nothing in this Agreement obligates the District to defend, indemnify, or hold harmless the Indemnitees to the extent of the Indemnitees' own willful misconduct or bad faith. Nothing in this Agreement shall be construed as any party waiving any immunity provided under applicable law. The provisions of this section shall survive the termination or expiration of this Agreement with respect to any claims or liability accruing prior to such termination.

8. Counterparts

This Agreement may be executed in multiple counterparts, including, without limitations, facsimile and e-mail counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Wyomissing Area School District

Terrie Taylor, Board President

4/28/25

Date

ATTEST:

Mark Boyer, Board Secretary

West Reading Borough

Ryan Lineaweaver, Borough Council President

4/15/2025

Date

ATTEST:

Cynthia Madeira, Borough Secretary