FULL-TIME MUNICIPAL/REGIONAL POLICE DEPARTMENT SPEED ENFORCEMENT INTERGOVERNMENTAL AGREEMENT WITH THE PENNSYLVANIA STATE POLICE

THIS INTERGOVERNMENTAL AGREEMENT, made this _____ day of _____, _____, by and between the Pennsylvania State Police and the _____ Police Department.

WHEREAS, the Pennsylvania State Police has established a procedure by which full-time municipal and regional police departments may enforce speed restrictions on limited-access and divided highways within their jurisdiction; and

WHEREAS, the _____ Police Department intends to participate in such speed enforcement; and

WHEREAS, Title 75, Vehicle Code, Section 6109(a)(11), requires an agreement between the municipal or regional police department and the Pennsylvania State Police for enforcement of speed restrictions on limited-access and divided highways; and

WHEREAS, the purpose of speed enforcement is to enhance the safety of the motoring public and reduce crashes; and

WHEREAS, the Commissioner of the Pennsylvania State Police agrees that the below-listed full-time municipal or regional police department shall be permitted to enforce speed restrictions on the limited-access or divided highway within their jurisdiction as listed below, in accordance with Title 75, Chapter 33, Subchapter F; and

WHEREAS, the _____ Police Department is a properly constituted municipal or regional police department as defined by Act 120, the Municipal Police Officers' Training Act, employing officers certified in accordance with the Act, and having jurisdiction and full police powers in _____, in the county(ies) of _____ Pennsylvania; and

WHEREAS, the limited-access or divided highway wherein the speed enforcement is to occur is conducive to traffic enforcement activities that do not, in any manner, jeopardize highway or officer safety. An agreement shall not be granted for any Interstate Highway or segment thereof;

NOW, THEREFORE, the parties hereby agree as follows:

1. The _____ Police Department, a full-time municipal or regional police department that provides service to its jurisdiction 24 hours a day, 7 days a week, 365 days a year, shall have the authority to enforce speed restrictions in accordance with Title 75, Chapter 33, Subchapter F, on the following limited-access or divided highway within its jurisdiction (list only one highway per agreement):

2. The _____ Police Department shall use a speed-timing device(s) which complies with the provisions of Title 75, Chapter 33, Subchapter F, when enforcing speed restrictions on the highway listed in paragraph one.

3. The _____ Police Department acknowledges that it remains fully responsible for its obligations as the employer of the officers assigned to enforce speed restrictions; that it does not establish enforcement quotas; and that it is responsible for the payment of salaries, overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulation, and ordinance. The _____ Police Department is not entitled to any reimbursement for enforcing speed restrictions pursuant to this agreement.

4. Each party shall be an independent contractor and responsible for its own employees and for the acts of its employees under this agreement pursuant to law. Each party shall provide public liability and other insurance as appropriate to protect against any claims arising out of that party's performance under this agreement and not otherwise provided. Nothing in this agreement shall be construed to limit the Commonwealth's rights, claims, or defenses which arise as a matter of law pursuant to any provision of this agreement. Nothing in this agreement shall be construed to limit sovereign immunity of the Commonwealth.

5. The _____Police Department shall notify the Pennsylvania State Police of any change affecting its status as a full-time police department, as defined by this agreement. If the department no longer meets the definition of a full-time police department, the agreement shall be rescinded. If the department subsequently returns to full-time status, a new agreement shall be required.

6. No changes or modifications to the terms of this agreement, expect for rescission or annulment, shall be valid unless made in writing, agreed to, and signed by all parties.

7. This is an internal government agreement between the Pennsylvania State Police and the _____ Police Department, and is not intended to confer any right or benefit to any private person or party.

8. No provision of this agreement may be extended to any other municipal or regional police department or law enforcement agency. Nothing in this agreement shall be construed to limit the statewide jurisdiction of the Pennsylvania State Police on the highway listed in paragraph one.

9. This agreement will be construed in accordance with Pennsylvania law. Any dispute regarding its interpretation or application shall be submitted to the Office of General Counsel for resolution.

10. This agreement remains in effect for a period of two years from the date of execution, unless rescinded or annulled by either party.

11. The _____ Police Department affirms that it is in compliance with the reporting requirements of the Pennsylvania Uniform Crime Reporting Act (Act 180 of 2004), traffic stop data collection and reporting requirements of Paul Miller's Law (Act 18 of 2024), as applicable, and will remain in compliance with said requirements throughout the term of this agreement.

12. By initialing this paragraph, the _____ Police Department agrees to respond to all police incidents, requests for police services, and crashes occurring at the location specified in paragraph one.

Police Department _____ PSP _____

(Initials) **(Initials – Director, Bureau of Patrol)**

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written below.

Pennsylvania State Police – Director, Bureau of Patrol

_____ _____

(Name) **(Title)**

_____ _____

(Signature) **(Date)**

Requesting Police Department _____

Mailing Address _____

Telephone Number _____

Email Address _____

_____ _____

(Name) **(Title)**

_____ _____

(Signature) **(Date)**