

TOWNSHIP OF SPRING
BERKS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2020-08

BOROUGH OF WEST READING
BERKS COUNTY, PENNSYLVANIA
RESOLUTION NO. 2020-2

**A RESOLUTION OF THE TOWNSHIP OF SPRING, BERKS COUNTY,
PENNSYLVANIA, AND THE BOROUGH OF WEST READING, BERKS
COUNTY, PENNSYLVANIA, ADOPTING THE FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT FOR THE TOWNSHIP OF SPRING
TO PROVIDE COMMERCIAL FIRE INSPECTION SERVICES, FIRE
INVESTIGATION SERVICES AND SPECIAL EVENT SERVICES FOR THE
BOROUGH OF WEST READING.**

The Second Class Township Code, 53 PS §66507, Borough Code, 8 Pa.C.S. §1202(24), as well as the provisions of the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996 (53 Pa.C.S.A. §2301, *et seq.*) as amended, provide for intergovernmental cooperation between and among municipalities of Pennsylvania in the exercise or performance of their respective governmental functions, powers and responsibilities and authorize the adoption of joint agreements as may be deemed appropriate for such purposes.

The Township of Spring, Berks County, Pennsylvania (the "Township of Spring") and the Borough of West Reading, Berks County, Pennsylvania (the Borough of West Reading") entered into an Intergovernmental Agreement for the Township of Spring to Provide Commercial Fire Inspection Services, Fire Investigation Services and Special Event Services for the Borough of West Reading dated April 16, 2019 (the "Agreement").

Under the Agreement, the Initial Term expires on December 31, 2019, and a Renewal Term automatically begins on January 1, 2020 for another one (1) year term.

Additionally, under the Agreement, certain payment amounts and rates are increased at the onset of each new Renewal Term, beginning on January 1, 2020.

The Township and the Borough now desire to amend the Agreement's structure of payment amounts and rates increases.

NOW, THEREFORE, intending to be legally bound thereby, the Board of Supervisors of the Township of Spring, Berks County, Pennsylvania and the Borough Council of the Borough of West Reading, Berks County, Pennsylvania, hereby consent to the adoption of and do hereby unanimously adopt the following resolutions:

1. The First Amendment to Intergovernmental Agreement for the Township of Spring to Provide Commercial Fire Inspection Services for the Borough of West Reading (the "First Amendment") is hereby approved.

2. The Chairperson of the Board of Supervisors of the Township of is hereby authorized to execute the First Amendment and the Township Secretary is hereby authorized to attest the First Amendment and to affix the Township seal thereto.

3. The Borough Council President is hereby authorized to execute the First Amendment and the Borough Secretary is hereby authorized to attest the First Amendment and to affix the Borough seal thereto.

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DULY ADOPTED this 6th day of January, 2020.

BOARD OF SUPERVISORS
TOWNSHIP OF SPRING
BERKS COUNTY, PENNSYLVANIA


Attest: 
Secretary

By: 
Chairperson

MUNICIPAL CERTIFICATION

I, Sheryl Rowan, duly qualified Secretary of Spring Township, Berks County, Pennsylvania, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Township of Spring Board of Supervisors at a regular meeting held January 6, 2020 and said Resolution has been recorded in the Minutes of the Township of Spring and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Spring, Berks County, Pennsylvania, this 6th day of January, 2020.


Secretary

DULY ADOPTED this 6th day of January, 2020.

BOROUGH COUNCIL
BOROUGH OF WEST READING
BERKS COUNTY, PENNSYLVANIA

Attest: Cynthia Madeira
Secretary

By: [Signature]
President

MUNICIPAL CERTIFICATION

I, Cynthia Madeira, duly qualified Secretary of the Borough of West Reading, Berks County, Pennsylvania, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough Council of the Borough of West Reading at a regular meeting held January 6, 2020 and said Resolution has been recorded in the Minutes of the Borough of West Reading and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of West Reading, Berks County, Pennsylvania, this 6th day of January, 2020.

Cynthia Madeira
Secretary

EXHIBIT A

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE TOWNSHIP OF SPRING TO PROVIDE COMMERCIAL FIRE INSPECTION SERVICES, FIRE INVESTIGATION SERVICES AND SPECIAL EVENT SERVICES FOR THE BOROUGH OF WEST READING

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE TOWNSHIP OF SPRING TO PROVIDE COMMERCIAL FIRE INSPECTION SERVICES, FIRE INVESTIGATION SERVICES AND SPECIAL EVENT SERVICES FOR THE BOROUGH OF WEST READING ("Amendment") is made this 6th day of January, 2020, by and between the TOWNSHIP OF SPRING, BERKS COUNTY, PENNSYLVANIA, a municipality of the Commonwealth of Pennsylvania with its principal offices at 2850 Windmill Road, Sinking Spring, Berks County, Pennsylvania 19608 ("Township"), and the BOROUGH OF WEST READING, BERKS COUNTY, PENNSYLVANIA, a municipality of the Commonwealth of Pennsylvania with its principal offices at 500 Chestnut Street, West Reading, Berks County, Pennsylvania 19611 ("Borough").

Background

The Township and the Borough entered into that certain Intergovernmental Agreement for the Township of Spring to Provide Commercial Fire Inspection Services, Fire Investigation Services and Special Event Services for the Borough of West Reading dated April 16, 2019 ("Agreement") in order for the Township to provide the Borough with certain annual Fire Inspection Services, Fire Investigation Services and Special Event Services as set forth in the Agreement.

Under the Agreement, the Initial Term expires on December 31, 2019, and a Renewal Term automatically begins on January 1, 2020 for another one (1) year term.

Under the Agreement, certain payment amounts and rates are increased at the onset of each new Renewal Term, beginning on January 1, 2020.

The Township and the Borough now desire to amend the Agreement's structure of payment amounts and rates increases.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the sufficiency of which is acknowledged by each of the parties hereto, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties herewith agree as follows:

1. Background. The parties hereto acknowledge and agree that the Background sections set forth above are accurate and constitute an integral part of this Agreement and are incorporated herein by reference thereto.

2. Defined Terms. Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

3. Consideration. Section 7 of the Agreement is hereby amended as follows:

7(b) shall be amended and restated as follows:

In consideration for the Fire Inspection Services of commercial properties in the Borough up to a maximum of fifteen thousand (15,000) square feet in area during the first Renewal Term from January 1, 2020 through December 31, 2020 ("First Renewal Term") ("Renewal Term" is defined in Subsection 10(b) of this Agreement), the Annual Consideration, which shall remain the same amount owed for the Initial Term, which amount is Forty-Eight Thousand Dollars (\$48,000.00) per year. In consideration for the Fire Inspection Services of commercial properties in the Borough up to a maximum of fifteen thousand (15,000) square feet in area during each future Renewal Term beginning on January 1, 2021 and continuing thereafter in accordance with the terms and conditions of this Agreement, an increased Annual Contribution, calculated by multiplying the Annual Contribution for the immediately preceding Renewal Term by one and four hundredths (1.04). The applicable Annual Contribution shall be payable in advance, on the first (1st) day of each month during such Renewal Term, each such monthly payment to be in an amount equal to one-twelfth (1/12th) of the applicable Annual Consideration for such Renewal Term.

7(d) shall be amended and restated as follows:

In consideration for the Fire Inspection Services of each commercial property in the Borough exceeding fifteen thousand (15,000) square feet in area during the Initial Term and the First Renewal Term, the sum of Sixty Dollars (\$60.00) per hour ("Hourly Rate") for each hour, rounded up to the next whole number of hours, expended by the Fire Marshal and/or the Fire Inspector in the inspection of each such commercial property in the Borough.

7(e) shall be amended and restated as follows:

In consideration for the Fire Investigation Services during the Initial Term and the First Renewal Term, the Hourly Rate for each hour, rounded up to the next whole number of hours, expended by the Fire Marshal in the performance of the Fire Investigation Services.

7(f) shall be amended and restated as follows:

In consideration for the Special Event Services during the Initial Term and the First Renewal Term, the Hourly Rate for each hour, rounded up to the next whole number of hours, expended by the Fire Marshal and/or the Fire Inspector in the performance of the Special Event Services.

7(g) shall be amended and restated as follows:

In consideration for the Fire Inspection Services of each commercial property in the Borough exceeding fifteen (15,000) square feet in area, the Fire Investigation Services, and the Special Event Services during each Renewal Term beginning on January 1, 2021, an increased Hourly Rate, calculated by multiplying the Hourly Rate for the immediately preceding Renewal Term by one and four hundredths (1.04), for each hour, rounded up to the next whole number of hours, expended by the Fire Marshal and/or the Fire Inspector in the performance of said services.

4. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

5. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,
the parties hereto have executed this Agreement as of the day and year first above written.

BOROUGH:

BOROUGH OF WEST READING,
BERKS COUNTY, PENNSYLVANIA

By: Jack R. Gambuel
President of Borough Council

Attest: Cynthia Madonia
Secretary

TOWNSHIP:

TOWNSHIP OF SPRING,
BERKS COUNTY, PENNSYLVANIA

By: [Signature]
Chairman of Board of Supervisors

Attest: [Signature]
Secretary