

**BOROUGH OF WEST READING,
BERKS COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2021-13

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF WEST READING, BERKS COUNTY, PENNSYLVANIA AUTHORIZING THE BOROUGH TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE COUNTY OF BERKS TO PROVIDE EMERGENCY COMMUNICATION DISPATCH SERVICES

BACKGROUND

A. Pursuant to an agreement or agreements, the County of Berks (the “County”) has been providing consolidated dispatching services to municipalities located in the County as well as to Port Clinton Borough in Schuylkill County (“Local Units”).

B. Such services have been provided by the County to the Local Units in consideration of fees paid to the County, which are subject to an annual increase at the sole discretion of the County.

C. Local Units have requested the County continue to provide dispatch services which may include Police, Fire, and Emergency Medical Services (“EMS”).

D. In consideration of the County fixing its annual fee for such services at the rate for fiscal year 2021 with only inflation index increases thereafter, the County is willing to make available the dispatch services subject to the execution of an agreement by the Local Unit on or before December 31, 2021.

E. Under the Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S. §2301, et seq. (“the “Act”), a municipality may enter into an intergovernmental cooperation agreement upon the passage of a resolution as deemed appropriate by its governing body in the exercise or performance of its governmental functions, powers or responsibilities.

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED that the Borough Council of the Borough of West Reading, Berks County, Pennsylvania, hereby adopt the following resolutions:

Section 1. The Title and Background of this Resolution set forth above are incorporated herein by reference.

Section 2. The Borough Council of West Reading, Berks County, Pennsylvania (the “Council”) hereby approves entering into the Agreement to Provide Dispatch Services (“Agreement”), a copy of which is attached hereto as Exhibit A and incorporated herein by reference (and which shall be filed with the minutes of the meeting at which this Resolution was adopted), with the intent and effect that the Council shall be bound by the Agreement.

Section 3. The Council hereby authorizes and directs Jack Gombach ("Council President") on behalf of the Council: (i) to execute and deliver the Agreement to the County; and (ii) to execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement and the transactions to be effected under the Agreement, including administration of the Agreement and the remittance of payment of the fees as may be due pursuant to the Agreement.

Section 4. As required by the Act, the following matters are specifically found and determined:

(a) The conditions of the dispatch services provided by the County are as set forth in the Agreement.

(b) The duration of the term of the dispatch services provided by the County is set forth in the Agreement.

(c) The purpose and objectives of the Agreement are as set forth in the Background of this Resolution and in the Agreement.

(d) The manner and extent of financing the Agreement are that funds to implement the Borough's obligations under the Agreement shall come from the annual appropriations of funds from the Borough.

(e) The Council President or his successor shall provide the organizational structure to implement the terms of the Agreement.

(f) All property, real or personal (if any), shall be acquired, managed, licensed or disposed of by the Council in order to implement the terms of the Agreement.

(g) No entity is created under the Agreement which will be entering into any contracts.

ADOPTED THIS 17th day of August, 2021.

BOROUGH OF WEST READING

By: 

Jack Gombach, Council President

Attest: 

Cynthia Madeira, Borough Secretary

Examined and approved this 17th day of August, 2021.

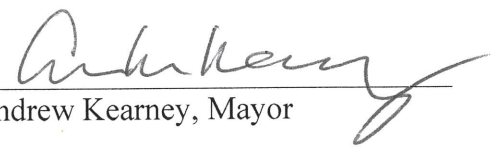

Andrew Kearney, Mayor

EXHIBIT A

AGREEMENT TO PROVIDE DISPATCH SERVICES

THIS AGREEMENT ("Agreement"), dated this 31st day of December, 2021 (the "Effective Date"), by and between West Reading, a Borough of the County of Berks, Commonwealth of Pennsylvania ("Local Unit"), and the County of Berks, a third class county of the Commonwealth ("County").

BACKGROUND

A. Pursuant to an agreement or agreements, the County has been providing consolidated dispatching services to municipalities located in the County as well as Port Clinton Borough in Schuylkill County.

B. Such services have been provided by the County to the Local Unit in consideration of fees paid to the County, which are subject to an annual increase that is currently decided solely at the discretion of the Berks County Commissioners.

C. The Local Unit has requested the County continue to provide dispatch services which may include Police, Fire, and Emergency Medical Services ("EMS").

D. In consideration of the County fixing its annual fee for such services at the rate for fiscal year 2021 with only inflation index increases thereafter, the County is willing to make available the dispatch services subject to the execution of this Agreement by the Local Unit on or before December 31, 2021.

E. Under the Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S. §2301, et seq., a municipality may enter into an intergovernmental cooperation agreement upon the passage of a resolution as deemed appropriate by its governing body in the exercise or performance of its governmental functions, powers or responsibilities.

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

1. **Background.**

The background clauses set forth above are incorporated herein by reference.

2. **Emergency Communication Services.**

(a) The County shall provide the Local Unit with emergency communication dispatch services as designated on Exhibit A attached hereto and incorporated herein by reference (the "Services") for the calendar year commencing January 1, 2022. The Services shall include the dispatching of the Local Unit's designated fire, police and/or EMS providers as set forth on Exhibit A from time to time under the policies and processes of the County's Department of Emergency Services ("DES") as may be in force at the time of such dispatch.

set forth on Exhibit A ("Fees"), which are at the same rate as paid by the Local Unit in 2021. For each calendar year following 2022 for which this Agreement is in place, there shall be an annual increase in Fees based on the Consumer Price Index-All Urban Consumers (CPI-U) for the Northeast Region (the "Index") as published by the US Department of Labor. The twelve-month average published each December shall be used to adjust the cost increase for the succeeding year. In the event the Index no longer uses Northeast Region, the County may substitute U.S. City Average.

(c) The County shall invoice the Local Unit for Fees for calendar years subsequent to 2022 on or before February 28. All payments of Fees shall be made to the County on or before June 1 of each year.

(d) Any increase in capital costs that are directly and solely attributed to the Local Unit shall be paid by the Local Unit.

3. **Addition or Deletion of Services.**

(a) The Local Unit may request the County add Services for emergency services disciplines not being dispatched by the County at that time not less than ninety (90) days prior to the intended commencement of such revised Services, which, if the County agrees, shall be set forth as an amendment to Exhibit A. Payment for such additional Services will also be set forth on amended Exhibit A and will be based on the costs being paid by other Local Units for which the County provides Services at the time of the request.

(b) The Local Unit may notify the County to delete Services no less than 90 days prior to the date intended for said deletion to go into effect; provided, however, that there shall be no refund of Fees previously paid for the calendar year.

4. **Termination of All Services.**

So as to allow for a transition to another dispatch service provider in a way that will not impair public safety, the Local Unit shall notify the County of an intent to terminate this Agreement for the subsequent calendar year no later than September 30 of the current year. Such notice shall include instructions as to how and where requests for emergency assistance in the Local Unit shall be directed after termination.

5. **Maintenance of Public Records.**

Records generated and/or related to Services provided by the County to the Local Unit under this Agreement shall comply with relevant requirements of any applicable law or regulation. The County shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. The County shall make records available to the Local Unit and its emergency response organizations under the terms of DES's Release of 9-1-1 Records Policy as may be in effect at the time of the request.

6. Limitation of Liability; Defense of Claims

(a) Neither the County nor the Local Unit are responsible for the independent acts and/or omissions of the other party, or their officers, employees, or agents. Each party shall be responsible for the negligent, willful, or intentional acts or omissions of their respective personnel.

(b) Each party shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that party's acts or omissions relating to 911 emergency or non-emergency dispatch calls.

7. Miscellaneous.

(a) **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of both parties hereto.

(b) **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(c) **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

(d) **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, any such instruments as may be reasonably required for correcting any inconsistent or ambiguities of this Agreement.

(e) **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(f) **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.

(g) **Notices.** All notices, requests, demands and communications hereunder will be given by first class certified mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to County: County of Berks
Attention: County Commissioners
633 Court Street
Reading, PA 19601

With a copy to: County of Berks
Attention: Solicitor
633 Court Street
Reading, PA 19601

Berks County Department of Emergency Services
Attention: Director
2561 Bernville Road
Reading, PA 19605

If to Local Unit: Borough of West Reading
Attn: Borough Manager
500 Chestnut Street
West Reading, PA 19611

With a copy to: Daniel P. Becker, Esquire, Solicitor
Kozloff Stoudt
2640 Westview Drive
Wyomissing, PA 19610

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(h) **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, including all matters of enforcement, validity and performance.

(i) **Electronic Copies.** Any signed copy of this Agreement that is reproduced via facsimile, photocopy or other electronic means shall be as valid and enforceable as an originally signed document for all purposes.

(j) **Previous Agreements.** Any previous agreements between the County and Local Unit regarding dispatch of fire, police or EMS services are hereby terminated as of the Effective Date.


[Signature page follows]

ATTEST:



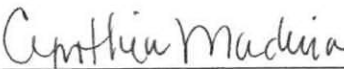
Chief Clerk

COUNTY OF BERKS

By: 


Brian A. Gottschall
Director of Emergency Services

ATTEST:



Cynthia Madeira, Borough Secretary

WEST READING BOROUGH

By: 

Jack Gombach, Council President

EXHIBIT A

West Reading Borough

<u>SERVICE</u>		<u>2022 COST</u>
Fire Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	\$9,427.02
Police Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	\$31,799.26
EMS Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>\$9,255.52</u>
	TOTAL	\$50,481.80