

**LONDONDERRY TOWNSHIP  
DAUPHIN COUNTY**

**RESOLUTION NO. 2024-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
TOWNSHIP OF LONDONDERRY, DAUPHIN COUNTY, PENNSYLVANIA  
TO AUTHORIZE INTERGOVERNMENTAL COOPERATION WITH THE  
TOWNSHIP OF DERRY FOR THE REPAVING OF SHOPE'S CHURCH  
ROAD.**

WHEREAS, Shopes Church Road lies in both Derry and Londonderry Townships; and

WHEREAS, both Townships independently intended to repave their respective portions of Shopes Church Road in 2024; and

WHEREAS, the Townships would like to combine efforts in order to maximize efficiency and ensure the prudent use of taxpayer funds; and

WHEREAS, the Townships are authorized to share municipal responsibilities pursuant to the Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301 *et seq.*

NOW, THEREFORE, the Board of Supervisors of the Township of Londonderry resolve to adopt the Intergovernmental Cooperative Agreement ("Agreement") between Derry Township and Londonderry Township on the terms set forth therein and as follows as required by the Intergovernmental Cooperation Act, 53 Pa.C.S. § 2307:

(1) The conditions of agreement in the case of cooperation with and delegation to Derry Township are as set forth in the attached Intergovernmental Cooperative Agreement authorized by the Boards of Supervisors of the Townships.

(2) The Agreement shall expire on at the completion of the repaving project unless earlier terminated.

(3) The purpose of the Agreement is to delegate the authority and power to repave the portion of Shopes Church Road in Londonderry Township to Derry Township in order for the repaving to proceed as one project that will benefit the Townships from increased purchasing power, reduced mobilization costs, and avoidance of duplicative efforts.

(4) There is no financing related to the performance of the Agreement.

(5) The Board of Supervisors of Londonderry Township adopt this Resolution and simultaneously execute the Agreement as the governing body of Londonderry Township and the only body vested with the power to bind Londonderry Township to the Agreement.

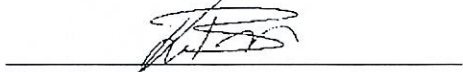
(6) No real or personal property will be acquired, managed, licensed or disposed of in relation to this Agreement.

APPROVED this 17th day of April, 2024.

**ATTEST:**



David Blechertas  
Township Manager



Bart Shellénhamer  
President, Board of Supervisors  
Londonderry Township

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT  
BETWEEN DERRY TOWNSHIP AND LONDONDERRY TOWNSHIP**

THIS AGREEMENT made as of May 14, 2024 is by and between Derry Township, a municipal corporation with offices maintained at 600 Clearwater Road, Hershey, PA 17033 ("Derry") and Londonderry Township, a municipal corporation with offices maintained at 783 South Geyers Church Road, Middletown, PA 17057 ("Londonderry") and collectively with Derry referred to as the "Townships" or "Parties".

WHEREAS, Derry and Londonderry, as municipal corporations, are authorized to cooperate or agree in the exercise of any function, power or responsibility with or delegate or transfer any function, power or responsibility to one or more other local governments. 53 Pa. C.S. § 2304; and

WHEREAS, Shopes Church Road transects both Townships, with the majority lying in Derry; and

WHEREAS, the Townships independently intended to repave Shopes Church Road in 2024; and

WHEREAS, Londonderry wishes to delegate to Derry its power to repave the portion of Shopes Church Road in Londonderry in order to maximize the purchasing power of the Townships and to avoid piecemeal efforts; and

NOW, THEREFORE, the Boards of Supervisors of the Townships, intending to be legally bound, agree as follows:

1. **Purpose.** This Agreement is intended to define the coordination of efforts between Derry and Londonderry, as well as the scope of services, and payment obligations, for the FB Modified paving of a portion of Shopes Church Road within Londonderry Township in 2024.
2. **Resolution.** The Parties shall enact a resolution allowing for the execution of this Agreement.
3. **Shopes Church Road Project**
  - a. Derry joined in on the bid of Capital Region Council of Governments ("CapCOG") for the Shopes Church Road FB Modified paving/crack seal project within Derry Township and has awarded the FB Modified paving of Shopes Church Road to Russell Standard Corporation ("Contractor") subject to the bid specifications, bid price and related bid conditions and contract set forth in the CapCOG bid documents dated April 3, 2024. A copy of the Notice and Acceptance of Award of the above-referenced CapCOG bid is attached hereto and marked as Exhibit "A".

- b. Londonderry has reviewed and/or has been given the opportunity to review the bid documents and specifications associated with CapCOG's Shopes Church Road FB Modified paving/crack seal project and is agreeable to such bid specifications and specifically authorizes Derry to allow Contractor to conduct such work on the portion of Shopes Church Road within Londonderry Township in a manner and form consistent with the above-referenced bid documents. In particular, Londonderry specifically agrees and consents to having Contractor proceed with the FB Modified paving work on the stretch of Shopes Church Road from Londonderry's border with Derry to Shopes Church Road's intersection with Waltonville Road (SR 2005) in a manner and form consistent with the bid documents associated with the above-referenced CapCOG bid.
- c. Londonderry specifically agrees to and shall pay Derry Township all costs and expenses associated with the FB Modified paving, crack seal and/or associated work on the portion of Shopes Church Road within Londonderry Township, pursuant to and in accordance with the specifications, bid price and conditions provided for within the above-referenced bid documents. In particular, Londonderry agrees to pay Derry for any and all costs, fees, invoices and/or bills from Contractor and/or others related to the work conducted within the borders of Londonderry Township.

**4. Coordination of Efforts and Assistance to be Provided.**

- a. Derry shall:
  - i. Cause the FB Modified paving work conducted by Contractor to extend the length of Shopes Church Road in accordance with the bid specifications provided for within the above-referenced CapCOG bid documents, subject to Contractor agreeing to the same. It is specifically understood and agreed to by the parties hereto that the terms of this Agreement are conditional and subject to the Contractor agreeing to extend the work under the above-referenced bid documents into Londonderry Township.
  - ii. Inspect the work of Contractor in a manner and form deemed necessary by Derry and in accordance with the bid documents.
  - iii. Invoice Londonderry for the pro rata share of the project cost for the portion of the work on, along and/or adjacent to Shopes Church Road within Londonderry Township. Such costs shall include all expenses associated with the FB Modified paving, crack seal and/or repaving of Shopes Church Road within Londonderry Township, including but not limited to excavation, mobilization, site preparation, construction costs, inspection costs, professional consultant oversight, and/or all other costs related to the work performed on, along and/or adjacent to the portion of the Shopes Church Road located within Londonderry Township.

b. Londonderry shall:

- i. Reimburse Derry for the costs of all aspects of the project for the portion of Shopes Church Road that is in Londonderry Township within thirty (30) days of receipt of an invoice from Derry. Such costs shall include all expenses associated with the FB Modified paving, crack seal and/or repaving of Shopes Church Road within Londonderry Township, including but not limited to excavation, mobilization, site preparation, construction costs, inspection costs, professional consultant oversight, and/or all other costs related to the portion of the Shopes Church Road project located within Londonderry Township, based on the price(s) and/or conditions provided for within the above-referenced CapCOG bid documents. In particular, Londonderry specifically agrees to and shall reimburse Derry in accordance with the rates and/or costs provided for in the bid documents referenced herein for that portion of the project located within Londonderry Township.
- ii. The estimated minimum cost of the work to be performed within Londonderry Township is \$20,217.00 based on the CapCOG bid documents. The parties specifically understand and agree that the total cost associated with the Londonderry portion of the Shope Church Road work may be greater than the above-referenced amount, and that the actual cost to Londonderry will be dependent on the actual quantity of materials, the specific length of Shopes Church Road within Londonderry and the actual work performed within Londonderry associated with this project. Such final costs will be reflected in the final invoice to be provided to Londonderry from Derry following the completion of the project.

**5. Preservation of Existing Statutory Authority and Obligations.**

- a. Nothing in this Agreement is intended to exceed, otherwise amend, or modify the statutory authority, obligations, or duties of either Party.
- b. Each Party retains all rights and obligations under existing statutes and regulations, and this Agreement will not restrict the supervisory or regulatory prerogatives of either Party.
- c. Nothing in this Agreement restricts, enlarges, or otherwise modifies the respective jurisdictions of the Parties. Neither this Agreement, nor its termination, shall affect the rights and obligations of either Party under applicable statutes or regulations, or be deemed an interpretation of such statutes or regulations.

**6. Indemnification**

- a. Londonderry shall, at its sole cost and expense, defend any suit, action or proceeding instituted alleging a defect in the maintenance or repair of those portions of Shopes Church Road located within Londonderry Township and shall indemnify, release and hold harmless Derry, its elected officials, officers, agents and employees from and against any damages, liabilities, costs and expenses (including reasonable professional fees and expenses) arising from any such suit, action or proceeding insofar as such suit, action or proceeding is based upon alleged acts or omissions of Londonderry and/or Derry, its officers, employees, agents or contractors. Londonderry specifically agrees to and shall and hereby does release, indemnify, defend and hold Derry harmless from any and all claims associated with the FB Modified paving, crack seal and/or repaving of Shopes Church Road within Londonderry Township, including any and all claims of negligence on the part of Derry.

- 7. **Remedies for Breach.** Londonderry and Derry agree that Derry shall have the right and privilege to sue Londonderry in assumpsit for reimbursement, in its sole discretion, for any cost or expense incurred by Derry by reason of any review, supervision, inspection, construction and/or other action and/or inaction in relation to the Shopes Church Road repaving project within Londonderry Township. Derry's election of its remedies under this paragraph shall not constitute a waiver of any other remedies Derry may have.

**8. Miscellaneous Provisions.**

- a. **Authority to Enter Agreement.** The Parties are authorized to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301 *et seq.* Each Party hereto gives express assurance that under all applicable laws, regulations and/or judicial rulings, it has the authority to comply fully with this Agreement; that it will provide written notification to the other Party within ten (10) days of any material change to this authority or any violation of this Agreement; and that any such change or violation shall automatically terminate this Agreement unless the other Party waives termination in writing within thirty (30) days of learning of the event constituting the change or violation.
- b. **Choice of Law.** The laws of the Commonwealth of Pennsylvania shall be used to interpret this Agreement.
- c. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the Parties.

- d. **Notice.** Any written notice to Derry under this Agreement shall be sufficient if mailed or e-mailed to:

Christopher S. Christman  
Township Manager  
Township of Derry  
600 Clearwater Road  
Hershey, PA 17033  
Email: cchristman@derrytownship.org>

Any written notice to Londonderry under this Agreement shall be sufficient if mailed or e-mailed to:

David Blechertas  
Township Manager  
Londonderry Twp  
783 S. Geyers Church Rd  
Middletown, PA 17057  
Email: DBlechertas@londonderrypa.org

- a.) **Effective Date.** The Effective Date of this Agreement shall be the date that it has been fully executed by both Parties and all approvals required for municipal corporations have been obtained, as indicated by the date of the last signature.
- b.) **Term and Termination.** The term of this Agreement shall begin upon final execution of this Agreement and shall continue until the issuance of the notice of completion for the FB Modified paving/crack seal project of Shopes Church Road, or until such earlier date as the Agreement is terminated by either Party as provided for in this Agreement or by providing thirty (30) days' written notice.
- c.) **Headings.** The headings set forth herein are for convenience only and do not constitute a substantive part of the Agreement.
- d.) **Severability.** The provisions of this Agreement shall be 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 shall not be affected.

- e.) **Entire Agreement.** When fully executed by the Parties, this Agreement shall be the final and complete Agreement between the Parties containing all the terms and conditions agreed on by the Parties. This Agreement supersedes, and otherwise replaces, all other existing agreements or representations either oral or written between the Parties. There are no conditions precedent to the performance of this Agreement, except as expressly set forth in this Agreement. No waiver, alteration, or modification of provisions in this Agreement shall be binding unless subsequently made in writing and signed by duly authorized representatives of the Parties.
- f.) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and shall have the full force and effect as an original but all of which shall constitute one and the same instrument.
- g.) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns, and the terms "Parties", "Derry", and "Londonderry" herein shall include their respective heirs, successors and assigns.
- h.) Neither party shall assign this Agreement, in whole or any part, to any person or other entity without the prior written consent of the other party. Any attempt at assignment without such prior written consent shall be null and void, not binding on the other Parties, and shall constitute a default under this Agreement.

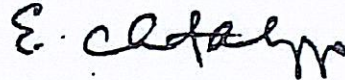
The Parties, through their authorized representatives, have signed this Agreement below.

LONDONDERRY TOWNSHIP

DERRY TOWNSHIP



\_\_\_\_\_  
 Bart Shellenhamer  
 President, Board of Supervisors  
 Londonderry Township



\_\_\_\_\_  
 E. Christopher Abruzzo  
 Chairman, Board of Supervisors  
 Derry Township

Date Approved: 5/21/24

Date Approved: 5/14/2024