OS-2 (01-13)

pennsylvania
DEPARTMENT OF TRANSPORTATION

Maidencreek Township
1 Quarry Road
P.O. Box 319
Blandon, PA 19510

Dear Agility Partner,

On behalf of BERKS County Department of Transportation, I would like to thank you for renewing your Agility Agreement. The Agility Program can offer many opportunities for both partners. By continuing our relationship the Agility Program can be used, as a resource to provide assistance in developing the future needs of both partners.

Enclosed is your new Agility Agreement effective June 03, 2014 thru June 02, 2019.If you need any assistance or information on the Agility program you may contact our Temple office at 610-929-0766 and ask for Neal Moyer.

Sincerely,

Neal Moyer
Assistant Maintenance Manager
BERKS County Agility Coordinator

pennsylvania
DEPARTMENT OF TRANSPORTATION

MS-1
Rev. 8/13

Effective Date: 6-3-14
(*Department will insert*)

Agreement Number: A06146
Federal ID Number: 23-6000410

AGILITY AGREEMENT
(Attachments A, B, C and D)

1) THIS AGREEMENT is made and entered into by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, ("DEPARTMENT") and the following public procurement unit(s) as defined in the Commonwealth Procurement Code, 62 Pa. C.S. § 101, *et seq.*, ("PARTNER(S)").

Partner: Maidencreek Township Federal ID Number: 23-6000410

City: Blandon County: Berks

2) NOW, THEREFORE, in accordance with the Terms and Conditions of Attachment A, attached to and made a part of this Agreement, the parties, with the intention of being legally bound, agree to perform those activities to be set forth in the Agility Work Plan which, upon completion by the parties, will be attached to and made a part of this Agreement.

   a. Attachment B, which lists the services that may be performed by the parties, is made a part of this Agreement.

   b. Modifications to the services to be performed as identified in the Agility Work Plan may be made at any time in writing during the term of this Agreement or the renewal period described in Paragraph 3.

3) This Agreement shall be effective for an initial five- (5-) year period, beginning on the date noted in the upper left hand corner, unless terminated sooner for either cause or convenience upon thirty (30) days' written notice by either party to the other, at which time all obligations shall cease; provided, further, that termination for convenience shall be subject to reconciliation of outstanding balances.

4) By renewal letter, not requiring approval by either the Office of Chief Counsel or Office of Comptroller Operations, the parties can extend the Agreement for one three- (3-) year term beyond the initial five- (5-) year term. The three- (3-) year renewal period shall begin on the termination date of the initial term. The three- (3-) year renewal period shall similarly be subject to termination for either cause or convenience upon thirty (30) days' written notice by either party to the other, at which time all obligations shall cease; and, as during the initial period, termination for convenience shall be subject to reconciliation of outstanding balances. The PARTNER shall return the letter, signed by its duly authorized agent and accompanied by a resolution authorizing the agent to sign on the PARTNER's behalf, to the DEPARTMENT's appropriate county agility coordinator at least sixty (60) days before the end of the initial term. A sample renewal letter is

Agreement Routing Sheet

Type of Agreement	**AGILITY**
Agreement Number	**A06146**
Party	**MAIDENCREEK TOWNSHIP**
City	**BLANDON**
County	**BERKS**
Form Number	**18-FA-40.0**
Federal ID Number	**23-6000410**
Amount	**0**
SAP Vendor Number	
Excess Land Number	

PLEASE SUBMIT ONLY 1 ORIGINAL - MAKE COPIES ONCE FULLY EXECUTED

Check to see if there are:
___ Signatures on Agility Agreement and Resolution
___ Titles for required signatures;
___ Dates for required signatures;
___ Partner, City and County names are consistent throughout

EXECUTION PROCESS	RECEIVED	RETURNED
Agility Center For Pre-Approval Commonwealth Keystone Building, 6th Floor	5/23/14	5/23/14
Director, Bureau of Municipal Services For Signature and Date on Agreement Commonwealth Keystone Building, 6th Floor	LaH 5/27/14	LaH 5/27/14
Agility Center For Logging and Routing Commonwealth Keystone Building, 6th Floor	BRS 6/3/14	BRS 6/3/14
JL Office of Chief Counsel SW 6/3/14 For Final Approval/Final Logging Commonwealth Keystone Building, 9th Floor MMD 6/3/14	6/3	6/3/14

DISTRIBUTION (1 copy each):
Date to Contractor:
Copy to Contractor
Copy to Comptroller – Forum Place, 9th Floor

Original to: Agility Center
Commonwealth Keystone Building, 6th Floor
Telephone 717.705.1333

attached to and made a part of this Agreement as Attachment C. In any event, this Agreement shall not be effective after eight (8) years from the date noted in the upper left-hand corner.

5) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, the Agreement is subject to, and the PARTNER shall comply with the clause entitled, Contract Provisions – Right to Know Law 8-K-1532, attached as Attachment D and made a part of this Agreement. As used in this Agreement, the term "Contractor" refers to the PARTNER.

Agreement Number: A06146

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: Laine A. Hettebridle 5/27/14
Secretary of Transportation or designee Date

Maidencreek Township
(Name of Partner)

ATTEST:
Diane E. Hollenbach
Title: Secretary/treas. Date: 5/8/2014

BY: D J Franke 5/8/2014
Title: Chairman Date:

FOR COMMONWEALTH USE ONLY:

APPROVED AS TO LEGALITY AND FORM:

BY: Michael H Heine
For Chief Counsel Date: 6-3-14

JCP 6/3/14

OGC Form No. 18-FA-40.O
Approved OAG 5/6/2013

N/A

FUNDS COMMITMENT DOC. NO.: _____
Certified Funds Available Under
GL ACCOUNT: _____
Amount $: N/A

AGILITY AGREEMENT
TERMS AND CONDITIONS
Attachment A

This Agreement is subject to the following terms and conditions:

1. The PARTNER, using its own personnel and equipment owned or leased by it, or materials owned by it or supplied by others, shall provide the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the DEPARTMENT under this Agreement. The PARTNER shall perform all maintenance activities in accordance with applicable provisions of the most current version of the DEPARTMENT's Publication No. 408, *Specifications,* and its amendments and supplements; the policies and procedures set forth in the most current version of the DEPARTMENT's Publication No. 113, *Highway Foreman Manual,* and its amendments and supplements; and all applicable provisions of the most current version of the DEPARTMENT's Publication No. 213, *Temporary Traffic Control Guidelines,* and its amendments and supplements and Publication No. 212, *Official Traffic Control Devices,* and all amendments thereto. These publications and regulations are all incorporated by reference as though physically attached to this Agreement. The PARTNER's (s') provision of these maintenance activities on state highways shall serve as consideration for the DEPARTMENT's provision of maintenance activities which it is providing under this Agreement on the PARTNER's (s') roads.

2. The DEPARTMENT, on state and local highways, shall provide the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the PARTNER(s) under this Agreement in good workmanlike manner. The DEPARTMENT shall use its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others and shall perform these maintenance activities in accordance with applicable provisions of the most current version of the DEPARTMENT's Publication No. 408, *Specifications,* and its amendments and supplements; the policies and procedures set forth in the most current version of the DEPARTMENT's Publication No. 113, *Highway Foreman Manual,* and its amendments and supplements; and all applicable provisions of the most current version of the DEPARTMENT's Publication No. 213, *Temporary Traffic Control Guidelines,* and its amendments and supplements and Publication No. 212, *Official Traffic Control Devices,* and all amendments thereto. These publications and regulations are all incorporated by reference as though physically attached to this Agreement. In the alternative, if the PARTNER(s) has (have) its (their) own ordinances, specifications, standards, manuals, criteria, policies or procedures relating to highway maintenance, and the applicable provisions of these documents are stricter than those found in the DEPARTMENT's publications listed above, the DEPARTMENT shall follow the municipal documents in providing the maintenance activities on highways under the jurisdiction of the affected PARTNER(s). The DEPARTMENT's provision of these maintenance activities on municipal roads shall serve as consideration for the PARTNER's(s') provision of maintenance activities that it is providing under this Agreement on state highways.

3. The DEPARTMENT and the PARTNER(s) agree, acknowledge and understand that each party undertakes its responsibilities independently and that its employees or lessors shall not be

considered employees of the other party for the purposes of undertaking activities under this Agreement. The DEPARTMENT shall not be liable, nor shall it indemnify, defend, or save harmless the PARTNER(s) for the negligent acts of the DEPARTMENT'S employees or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement. The PARTNER(s) shall not be liable, nor shall it (they) indemnify, defend, or save harmless the DEPARTMENT for the negligent acts of the PARTNER's (s') employees or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement.

4. Activities undertaken by any party under this Agreement on another party's roadways or other property shall be subject to inspection by the duly authorized representatives of the other party within sixty (60) days of completion. If the inspection establishes that certain activities are not in general conformance with the specifications, policies, and procedures, of the receiving party or have not been undertaken and completed in a good and workmanlike manner, the party that has performed the activity shall correct or re-perform it, as necessary, to the satisfaction of the other party. The parties are not obligated to conduct an inspection program. Any party, at its complete discretion, may conduct spot inspections or inspections of a particular maintenance activity being performed within its jurisdiction by another party.

5. PennDOT has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, PennDOT has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at PennDOT District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The PARTNER shall ensure that its personnel (including the personnel of any of its subcontractors, if applicable) are aware of PennDOT's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.

6. The following designated contract provisions are hereby incorporated by reference as if physically attached to this Agreement:

   - *Commonwealth Nondiscrimination/Sexual Harassment Clause*
   - *Contractor Integrity Provisions*
   - *Provisions Concerning the Americans with Disabilities Act*

7. This document may be executed by the parties' signatory in counterpart. Execution in counterpart shall be deemed to have the same force and effect as simultaneous execution; and all counterparts shall together constitute a single Agreement.

8. The following conditions apply to services that the DEPARTMENT wishes to receive:

   a. **Services** – The DEPARTMENT cannot accept a service if there is a state-wide or local services contract with a private vendor for the service unless:
      1. The contract is amended, upon concurrence by all parties to the contract, with language to allowing the DEPARTMENT to obtain service/supply from another source; or

2. The vendor(s) cannot provide the service or equipment when requested. The vendors MUST be contacted at the time a work plan is generated to verify that the vendor(s) cannot provide the equipment/service requested.

b. **Training** – Training must be for appropriate maintenance related training or for subjects offered by Transportation University, but are not available when needed. Attach out service forms and approvals to Work Plan.

c. **Training not allowed** – The following training will not be allowed under any circumstances:
   - **Computer training**

d. **Meals** – If the other party is providing any meals in conjunction with meeting rooms, Form OS-58 (5-98), *Donation of Excess Prepared Food,* must be attached to the Agreement. However, if there is a local contract in place for provision of meals to the DEPARTMENT, the DEPARTMENT cannot accept meals from that party unless the conditions set forth above in 8.a. are met.

e. **Materials** – The DEPARTMENT can accept materials outright, except for materials that are under a statewide contract. However, if the materials are being provided incidentally to the performance of a service, the prohibition against accepting materials that are under a statewide contract does not apply. Furthermore, any materials provided incidentally to the performance of a service shall be considered part of the service.

9. The following conditions apply to services that the DEPARTMENT wishes to provide:

   a. **Materials** – The DEPARTMENT cannot provide materials, other than salt brine and signs described below, outright. Materials may be included as part of a service normally performed with DEPARTMENT forces so long as the overall purpose of the activity is the performance of the service and the materials are being provided incidentally thereto.

   b. **Signs** – The DEPARTMENT will provide signs within Plant Maintenance Group Number 16 outright. If the signs do not fall within this grouping, they would be considered surplus and must have the DGS green tag approval form attached.

   c. **Surplus** – If materials being included as part of a service are surplus (e.g., guiderail or pipe), the DGS green tag approval form for surplus materials procedures must be attached and the Agreement must refer to the DGS surplus procedures.

SERVICE
Roads - Unpaved
Shaping
Re - stabilization
Dust Palliative - Bituminous/Calcium Chloride/Other
Dust Palliative - Spot
Patch/Base Repair
Roads – Paved
Patching - Manual
Patching - Manual (Emergency)
Patching - Manual - Pipe Trenches
Patching - Layered - Including Patch Machine
Patching - Mechanical - Tow Paver
Patching - Mechanical Mixer Paver
Patching - Mechanical - Paver Finisher
Patching - Edge - Mechanical
Surface Treatment - Mixer Paver
Surface Treatment - Mixer Paver - Pre Hauling
Surface Treatment - Liquid Bituminous - Mechanical
Surface Treatment - Sand Bleeding Roads
Surface Treatment - Liquid Bituminous - Prehauling
Surface Treatment - Plant Mix - Paver Finisher
Base/Subbase Repair - Flex. Base - Light Duty
Base/Subbase Repair - Flex. Base - Heavy Duty
Base/Subbase Repair - Rigid Base
Base/Subbase Repair - Widener
Skin Patching - Liquid Bituminous - Manual
Skin Patching - Liquid Bituminous - Mechanical
Skin Patching – Liq. Bit. - Manual Dist. & Spray Wand
Skin Patching - Prehauling
Crack Sealing - Bituminous Surface
Leveling - Tow Pav/Pav Finish - Mechanical
Leveling - Mixer Paver - Mechanical
Leveling - Mixer Paver - Prehauling
Milling - Bituminous Surfaces
Spot Milling Only
Recycling – Bituminous Surfaces
Slurry Seal and Ralumac
Surface Treatment - Plant Mix – Paver, 1 1/2
Surface Treatment - Plant Mix – ID 3
Pavement Widening BCBC - Mechanical
Pavement Widening Recycled Material - Mechanical
Concrete Patching - Full Depth
Concrete Patching - Spalls
Joint Sealing Concrete Roads
Joint Sealing Concrete Roads - Pavement/Shoulders Sep

SERVICE
Roads – Paved (Continued)
Stockpile Aggregate
Minor Risk Management/Safety
Shoulders – Unpaved and Side Approaches
Grading - Mechanical
Stabilization - Add Material - Mechanical
Stabilization - Prehauling
Dust Palliative Bituminous or Calcium Chloride
Cutting - Belt Loader
Cutting - Front End Loader
Upgrading - Paving Mechanical
Stabilization - Add Material - Manual
Shoulder – Paved and Side Approaches
Patching - Manual
Patching - Mechanical - Plant Mix
Surface Treatment - Plant Mix
Surface Treatment - Mechanical - Liquid Bituminous
Surface Treatment - Liquid Bituminous - Prehauling
Driveway Adjustment
Base/Subbase Repair - Light Duty
Base/Subbase Repair - Heavy Duty
Skin Patching - Manual - Liquid Bituminous
Skin Patching - Mechanical - Liquid Bituminous
Skin Patching – Mech. – Liq. Bit. Dist. & Spray Wand
Skin Patching - Prehauling
Crack Sealing
Milling
Recycling
Drainage, Cleaning, Repair or Replacement
Cleaning - Inlet/Endwall/Basin - Manual/Mechanical
Cleaning - Inlet - Clogged
Cleaning - Ditch/Drain Chan - Mechanical
Cleaning - Ditch/Drain Chan - Manual
Cleaning - Swales - Mechanical
Cleaning Pipes & Culverts
Install Rock Lining
Replace Inlet & Endwall - Manual
Replace Pipes and Culverts under 36" - Mechanical
Replace Pipes and Culvert 36" over - Mechanical
Replace/Install Parallel Pipe
Pipe Extension
Replace Pipes and Culverts - Pipe Hauling
Repair/Replace Structure under 8' Length

SERVICE
Drainage, Cleaning, Repair or Replacement (continued)
Repair Pipe and Culvert
Install Subsurface Drain (U-Drain)
Roadway Section Restoration
Side Dozing - Mechanical
Repair/Install Gabions/Retaining Walls
Repair Sink Holes/Slides - No Storms - Slope Removal
Graffiti Removal
Damage and/or Disaster Restoration
Major Slides
Major Structure Damage
Patrol
Rain or Wind Patrol
Bridge Maintenance and Repair
Repair/Replace - Bridge over 8' Length
Clean/Flush - Deck
Clean/Flush - Bearing and Super Structure
Clean/Flush - Open Grid
Painting - Spot
Painting - Full
Seal - Joint (Liquid Only)
Repair Joints
Repair/Replace - Guiderail/Median Barrier/Parapet
Lubricate - Bearings
Repair/Replace - Bearings
Repair/Replace - Pedestal/Seat
Repair/Replace - Approach Slabs
Repair/Replace - Deck
Repair/Replace - Sidewalk/Curb
Repair/Replace - Deck Drainage
Repair/Replace Superstructure Member
Repair/Replace - Truss Member
Repair/Replace - Backwalls
Repair/Replace - Substructure
Maintenance - Underpinning
Maintenance - Rejointing
Repair/Replace - Slopewalls
Repair/Replace - Culverts
Erosion Protection - Stream Bed/Rock/Defl
Erosion Protection - Scour Hole Backfill
Erosion Protection - Channel Cleaning
Const/Install - Temporary Supports

SERVICE
Bridge Maintenance and Repair (continued)
Repair/Replace - Slabs/Box Culvert
Other - Bridge Activities
Tunnel Maintenance & Repair
Wash/Clean - Various
Traffic Service - Various
Light System Service - Various
Electro - Mechanical Equipment Maintenance
Other - Tunnel Activities
Special Charges
Hauling Nondisabled Equipment-Lowboy Oper, Only
Agility Winter Traffic Service
Snow Season Preparation, Snow Removal & Ice Control
Plow Snow, Spread Anti-Skid, Chemical or Plow/Spread
Anti-icing
Snow removal - Non-storm activities
Winter Services
Pavement Marking
Traffic Line Painting - Mechanized
Pavement Marking - Hand Operated Machine
Raised Pavement Markers
Eradicate Paint Lines
Thermo Plastics
Repair paint machines - Crew only
Other - Pavement Marking Activities
Signs
Construction Detour & Other Temporary Signs
Delineators, Hazard
Sign Review
Permanent Signs under 16 Square Feet
Permanent Signs 16 Square Feet and over
SR & Segment Markers
Other - Sign Activities
Guiderail, Median Barrier & Impact Attenuation Device
Guiderail Repair - Mechanical - Cable
Guiderail Repair - Mechanical - w/beam
Guiderail Repair/Replace - Manual
Guiderail Removal
Other-Guiderail, Med. Barrier & Impact Attenuation Dev.

SERVICE
Lighting
Service - Highway, Bridge & Sign Lighting Systems
Traffic Services – Incidental Services
Sweeping
Other - Incidental Service Activities
Deer Removal
Special Payments
In-Service Training
Administration
Meeting Facilities
Miscellaneous Services
Inspection – Surveys – Etc. – Dept. Forces
Material & Construction Inspection & Soils Testing
Surveys, Staking, etc.
Laboratory Tests
Agility Roadside – Vegetation Management
Mowing
Mowing - Mechanized
Plant Growth Reg (PGR's)
Herb Application - Non-select
Herb Application - Broadcast Foliage
Broadcast Growth Regulator (Fosamine)
Brush & Select Tree Thin & Removal – Manual
Brush & Select Tree Thin & Removal – Mechanical 1
Herbicide Basal Bark & Dorman Stem
Seed & Soil Supplement
Wildflower Planting
Maintaining Beautification Plots
Other Vegetation Management & Scenic Feature Act.
Public Service Facilities
Maintenance of Interstate all Weather Roadside Rest
Maintenance of all Other Roadside Rests & Table Sites
Roadside Litter Pickup & Debris Removal
Tire Casting Removal
Other - Public Service Facility Activities
Maintenance and Operations of Buildings and Grounds
Maintenance of Building
Maintenance of Grounds
Repair or Alterations to Building
Repair or Alterations to Grounds

SERVICE
Agility Special Charges
General Maintenance
Services on Bonded Roads
Inspect Bonded Roads
Exchange Equipment
Exchange Materials
Engineering Services
Inspection Services
Agility Equipment Maintenance
Service of Numbered Equipment
Labor, Equip & Material for Dispersion of Fuel, Oil, Etc.
Homeland Security and Emergency Preparedness
Homeland Security
Design Services
Engineering Graphics
Other Costs
Construction Congestion
Minor Construction or Reconstruction
Installation of Curbs
Intersection Safety and Improvement
SERVICE
Other:

pennsylvania
DEPARTMENT OF TRANSPORTATION

SAMPLE – Attachment C

Effective Date: _____
(Department will insert)

Date

AGILITY PARTNER NAME
ATTN: Contact
Address
City, State ZIP

Re: Renewal Notification - AGILITY AGREEMENT Number

Dear Mr./Ms. Name:

In accordance with Paragraph 4 of the above-referenced Agility Agreement, the Department of Transportation is interested in renewing this Agreement once for an additional period of three (3) years. The current termination date of this Agreement is [Date]. The renewal period will be effective [Date] and terminate [Date], unless terminated earlier for cause or convenience upon thirty (30) days' written notice by either party to the other, at which time all obligations shall cease. Furthermore, termination for convenience shall be subject to reconciliation of outstanding balances.

We are requesting your concurrence to renew the above referenced Agreement. If you agree to the renewal, please indicate below by checking "Yes," where indicated and sign your name, title and date. Please include a resolution authorizing the individual signing this letter to sign it on behalf of your organization. Your response is required no later than [Date], which is sixty (60) days before the current Agility Agreement termination date. Please complete this letter and return it along with the resolution to the following address:

PennDOT
Attn: Your Name
Your Organization
Your Address

Please keep a copy of this renewal letter for your files.

Sincerely,
Name, Title
Organization

I agree to the renewal of the above referenced Agility Agreement for the stated term of renewal. All terms and conditions shall remain the same as in the current Agility Agreement. ☐ Yes ☐ No

*Signature: _____ Date: _____

Title: _____

**Only a person authorized to sign on behalf of the Agility Partner may sign.*

Contract Provisions – Right to Know Law 8-K1532

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101.3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
    1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
    2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure; the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

RESOLUTION 16-2014

BE IT RESOLVED, by the authority of the Board of Supervisors
(Name of Governing Body)

of Maidencreek Township, in Berks County, and it
(Agility Partner Name)

is hereby resolved by authority of the same, that the Chairman
(Designate official title)

of said Agility Partner be authorized and directed to sign the attached Agreement on behalf of the Agility Partner.

The Agility Partner hereby certifies that the foregoing is a true and correct copy of the Resolution adopted by its Governing Body on May 8, 2014.
(Date)

Maidencreek Township
(Name of Agility Partner)

ATTEST:

Diane Hollenbach 5-8-2014 **By:*** [signature] 5-8-2014
Signature and official title Secretary/Treas. Date — Signature and official title Date

**If the Agility Partner is a political subdivision, an elected official needs to sign here. If the Agility Partner is another type of governmental entity, such as an authority, the signer needs to be the chair, vice chair or other member of the governing body. If the Agility Partner is a nonprofit entity, then a "senior officer" must sign. Senior officers consist of the following positions: board chair, president, any vice president, chief executive officer or chief operating officer.*