

**UPPER MERION TOWNSHIP BOARD OF SUPERVISORS  
NOVEMBER 7, 2019 WORKSHOP MEETING ~ 7:30 PM**

**REVISED AGENDA**

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Chairman's Comments:
5. Discussions:
  - A. Waiver of Fees re: Renovations for Fire and EMS Staff Quarters at the King of Prussia Fire Company
  - B. Joint Request for Certification re: Upper Merion Township Professional Firefighters Association
  - C. Rambler Shuttle Service Contract Extension
  - D. Amendment to Lockheed Martin Service Contract with UMPD – Year 2 Option
  - E. Memorandum of Understanding with the King of Prussia Mall for UMPD coverage for the year 2020
  - F. PennDot Highway Occupancy Permit Application – Crow Creek Trail Crossing on Keebler Road
  - G. Kravco - DeKalb Plaza Rezoning
  - H. Catalyst Experiential – Visual Communications Facility
6. Adjournment.



# PETITION UNDER THE PENNSYLVANIA LABOR RELATIONS ACT OR ACT 111 OF 1968

IN THE MATTER OF THE EMPLOYEES OF:

<b>DO NOT WRITE IN THIS SPACE</b>
CASE NO. _____
DATE FILED _____

- PETITION FOR REPRESENTATION** – Petitioner seeks investigation of a question of representation and certification of representative designated or selected for the purpose of collective bargaining by the employees in an appropriate unit; **SIGNED AND DATED SHOWING OF INTEREST MUST BE ATTACHED** (refer to § 7(c) of the Pennsylvania Labor Relations Act and 34 Pa. Code §§ 91.1 *et seq.*).
- JOINT REQUEST FOR CERTIFICATION** – The employer recognizes the employe representative and agrees that the unit set forth in Item #1 below is appropriate and that the employe representative has the necessary support from the employes as required by law; petition has been posted for a period of five (5) days in work locations of the employes in the bargaining unit (**AFFIDAVIT CERTIFYING POSTING MUST BE ATTACHED**); employer and employe representative **MUST SIGN** joint request.
- PETITION FOR DECERTIFICATION** – Thirty (30) percent or more of the employes assert that the certified bargaining representative is no longer their representative (**SIGNED AND DATED SHOWING OF INTEREST MUST BE ATTACHED**) or the employer alleges a good faith doubt of the majority status of the present representative (**FACTUAL SUPPORT MUST BE ATTACHED**).
- PETITION FOR UNIT CLARIFICATION** – An employe organization is currently recognized by the employer and petition seeks clarification of existing unit certified at Case No. \_\_\_\_\_ (if applicable).
- PETITION FOR AMENDMENT OF CERTIFICATION** – Petitioner seeks amendment of certification issued in Case No. \_\_\_\_\_; **STATEMENT DESCRIBING THE SPECIFIC AMENDMENT SOUGHT MUST BE ATTACHED.**

**EMPLOYER INFORMATION**

Upper Merion Township	Anthony Hamaday		
Employer	Contact Name		
175 West Valley Forge Road			
Address			
King of Prussia	PA	19406	
City	State	Zip	Telephone

**EMPLOYE ORGANIZATION INFORMATION**

Employe Organization	Contact Name		
Address			
City	State	Zip	Telephone

1. Description of the unit deemed to be appropriate (in Petitions for Unit Clarification, describe present unit below and attach description of proposed clarification and reason(s) for the request):  
 Included:  
 All full-time and regular part-time fire fighters, below the rank of Lieutenant, employed by Upper Merion Township.

Excluded:  
 The Fire Chief, all fire fighters with the rank of Lieutenant and above, and all managerial employees

2. Approximate number of employes in the unit claimed to be appropriate:  
 Present: 6 Proposed by Unit Clarification Petition: \_\_\_\_\_

3. There are no other employe representatives claiming to represent any of the employes in the proposed unit except (if applicable):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone

4. Date of expiration of current agreement (if any): \_\_\_\_\_

5. Other relevant facts:

I declare that I have read the above petition and that the statements therein are true to the best of my knowledge and belief.

\_\_\_\_\_  
(Petitioner and Affiliation, if any)

\_\_\_\_\_  
(Petitioner and Affiliation, if any)

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

**INCOMPLETE OR INACCURATE STATEMENTS HEREON MAY RESULT IN A DISMISSAL OF THIS PETITION.  
FAILURE TO FILE ORIGINAL AND THREE (3) COPIES OF THE PETITION MAY CAUSE A DELAY IN PROCESSING.**

\_\_\_\_\_  
Pennsylvania Labor Relations Board | 651 Boas Street, Room 418 | Harrisburg, PA 17121-0750  
717.787.1091 | Fax 717.783.2974 | www.dli.state.pa.us

*Auxiliary aids and services are available upon request to individuals with disabilities.  
Equal Opportunity Employer/Program*



Service Contract

NUMBER 4103198432

between

LOCKHEED MARTIN CORPORATION  
Lockheed Martin Space Systems Company

12257 South Wadsworth Boulevard  
Littleton, CO 80125

and

Upper Merion Township Police Department

175 West Valley Forge Road  
King of Prussia, PA 19406

**Contract History Page**

<b>Amend No.</b>	<b>Section Clauses Changed</b>	<b>Description of Action</b>	<b>Date</b>
		Initial Release	10/11/17
1	Supersession 5) 6) 9) 12)	Add supersession clause. Increase monthly rate to \$15,125.08. Increase hourly rate to \$87.26. Add additional equipment language and NTE of \$6,200.00. Update LM Project Manager to Michael King.	01/18/19
2	Supersession 5) 6) 12)	Update supersession clause with Amendment 01. Increase monthly rate to \$15,798.50. Increase hourly rate to \$91.14. Update LM Project Lead to Matt Novia.	10/24/19

**The contract summary shown above is provided for reference only. Official contract provisions shall be in accordance with the latest version of the contract schedule and exhibits attached hereto.**

**This Amendment 02 to Contract Number 4103198432 is a conformed amendment to fully restate the contract in its entirety.**

## **SUPERSESION**

**This contract constitutes the definitive agreement contemplated by the documents, if any, listed below which are hereby superseded in their entirety. Any action taken in accordance with the authorization contained in such documents, and any costs incurred and allowable thereunder, shall be considered as action taken and costs incurred in the performance of this contract: Initial Agreement, dated October 11, 2017, Amendment 01, dated January 18, 2019.**

Lockheed Martin Space Systems Company ("Customer"), and the Upper Merion Township Police Department ("Supplier"), effective as of the 1<sup>st</sup> day of October, 2017, in accordance with the terms and conditions set forth on the attached or reverse page hereof (collectively, this "Agreement"), agree to the performance of services (the "Services") as follows:

Term of Service:

Supplier Services Start Date: October 1<sup>st</sup>, 2017

Supplier Services **End Date: September 30<sup>th</sup>, 2020**

This agreement, **4103198432**, is entered into by and between Supplier and Customer concerning general police services at the Customer's facilities in Upper Merion Township located at both 230 Mall Boulevard and 4000 Geerdes Boulevard, King of Prussia, Pennsylvania.

- 1) **Exhibits:** This Agreement consists of this Agreement and Exhibit A as listed below. The Exhibits listed below are attached hereto and by their reference are made a part of this Agreement. Unless otherwise limited in this Agreement, each document applies in its entirety.
  - a) Exhibit A: Statement of Work (SOW) for Lockheed Martin Space Systems Company (SSC) King of Prussia Campus, dated March 01, 2017.
- 2) Order of Precedence: In the event of any conflict, the controlling document shall be determined by the following order of precedence: This Agreement, less Exhibits hereto, then the Exhibits hereto in the order listed herein.
- 3) The Supplier acknowledges the request by the Customer to provide a police officer as the main component of an active shooter, workplace violence and emergency response capability intended to provide protection for all persons working at or visiting its properties.
- 4) The Supplier shall provide one (1) uniformed police officer to staff this position forty (40) hours per week, during the Customer's stated working days. Customer will submit a list that clearly displays work days, non-workdays, off days, holidays and any other notable dates to Supplier in a timely manner.
- 5) Customer will be billed at a monthly rate of **\$15,798.50** for the costs of staffing this detail for the current term of service. In subsequent years covered under this Agreement, the rate shall be determined through a calculation based on the Supplier's sworn officers' collective bargaining agreement.

- 6) Should the Supplier be unable to staff the position for any amount of time greater than 1 hour of a given workday, the Customer will be credited for an hourly rate of **\$91.14** for each unstaffed hour.
- 7) Customer will be billed at the overtime rate of **\$89.50** per hour for each additional officer requested beyond the primary officer assigned to this detail for the current term of service. In subsequent years covered under this Agreement, the rate shall be in consonance with the overtime rate determined by the Supplier for that calendar year.
- 8) Customer further agrees to pay Supplier the one-time lump sum amount of \$51,000.00 for the Patrol Car, including all necessary equipment and markings upon execution of the agreement. (Completed).
- 9) Customer further agrees to pay Supplier the one-lump sum amount of \$8,800.00 for the primary officer's weapons and necessary equipment upon execution of the agreement. **An additional fund Not-To-Exceed (NTE) \$6,200.00 shall be available for additional equipment when deemed necessary.**
- 10) The Customer will be billed monthly for both an Administrative Services Fee and a Vehicle Maintenance Fee. The annual amount of each fee is as follows: Administrative Services Fee = **\$5,000.00** and Vehicle Maintenance Fee = **\$2,500.00**.
- 11) The Customer concurs that the officer provided by the Supplier may respond beyond the Customer's property boundaries to either a) confirm the safety of other officers or citizens in contiguous locations or b) respond to emergencies of a serious nature as defined by the Supplier.
- 12) Contractual direction, including any changes, alterations or modifications to this Contract, must be made in writing by the designated LOCKHEED MARTIN (Customer) Procurement Representative. Unauthorized changes, alterations or modifications to this Agreement will not be considered for equitable adjustment. Changes to this Agreement or its scope shall not be made without the express written authorization of the designated LOCKHEED MARTIN (Customer) Procurement Representative.

The designated LOCKHEED MARTIN (Customer) Procurement Representative for this Agreement is:

LOCKHEED MARTIN  
Lockheed Martin Space Systems Company  
Attn: Richard Barmore  
1111 Lockheed Martin Way  
Sunnyvale, CA 94089  
Telephone No.: (408) 742-1880  
email: [rick.barmore@lmco.com](mailto:rick.barmore@lmco.com)

The designated Supplier Representative for this Contract is:  
Upper Merion Township Police Department  
Attn: Chief Thomas Nolan  
ADDRESS: 175 West Valley Forge Road  
King of Prussia, PA 19406  
Telephone No.: 610-265-3232  
email: [tnolan@umtownship.org](mailto:tnolan@umtownship.org)

Lockheed Martin Space Systems Employee ("Project Manager") Who Will Approve Services Performed by Supplier:

LOCKHEED MARTIN  
**Lockheed Martin Space Systems Company**  
**Attn: Matt Novia, Security Representative Senior**  
**230 Mall Blvd**

King of Prussia, PA 19406  
Telephone No.: +1 610 354 4485  
email: [matthew.b.novia@lmco.com](mailto:matthew.b.novia@lmco.com)

By executing below, Supplier agrees to provide the Services to Customer in accordance with, and agrees to be bound by, all of the terms and conditions attached or on the reverse page hereof.

Lockheed Martin Space Systems:

Upper Merion Township Police Department:

By: Richard L. Barmore By: \_\_\_\_\_

Full Name: Richard L. Barmore Full Name: \_\_\_\_\_

Title: Procurement Representative Staff Title: \_\_\_\_\_

Date: October 24, 2019

Date: \_\_\_\_\_





THOMAS M. NOLAN  
CHIEF OF POLICE

# UPPER MERION TOWNSHIP POLICE DEPARTMENT

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175 WEST VALLEY FORGE ROAD  
KING OF PRUSSIA, PA 19406-1802  
Business: 610-265-3232

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between Upper Merion Township and the King of Prussia Mall concerning police coverage for the King of Prussia Mall in the year 2020.

- 1) The Upper Merion Township Police Department recognizes the King of Prussia Mall's importance to the community and region. The Upper Merion Township Police Department agrees to provide a high level of policing to the King of Prussia Mall on a 24/7 basis, 365 days per year.
- 2) The Upper Merion Township Police Department shall provide two uniformed police officers to patrol the interior of the King of Prussia Mall on Fridays and Saturdays from 6:00 PM to 10:00 PM, 52 weeks per year. These details will be compensated at the current off-duty detail rate.
  - a. For the year 2020 this will be: 832 hours X \$89.50 = \$74,464
    - i. If additional officers are added to the detail it will be calculated at the above rate.
- 3) The King of Prussia Mall provides the Upper Merion Township Police Department with a police substation at the Plaza, with 24/7 access for the police to perform their duties.
  - a. The maintenance and cleaning costs of the substation will be funded by the King of Prussia Mall.
- 4) The King of Prussia Mall acknowledges that the activities at the mall complex impacts the resources (both sworn and non-sworn) of the Upper Merion Township Police Department. The King of Prussia Mall agrees to pay an impact fee to Upper Merion Township and an administrative fee for the year 2020.
  - a. 50% of base patrolman salary of \$111,994.96
    - i. \$55,997
  - b. An administrative fee of \$2,000 for non-sworn administrative activities

5) The total cost for 2020 will be as follows:

- a. Weekend Details : \$74,464
- b. Impact Fee: \$55,997
- c. Administrative Fee: \$2,000
- d. Total Cost: \$132,461

6) This fee will be paid in equal monthly installments of \$11,038.41.

This Agreement (i) shall inure to the benefit of each of the parties hereto and their predecessors, successors and assigns, (ii) constitutes the entire agreement among the parties pertaining to the subject matter contained in this Agreement and supersedes all prior and contemporaneous agreements of the parties, (iii) cannot be amended, modified, or supplemented except by a writing signed by all parties hereto and (iv) may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Any counterpart of this Agreement may be delivered via facsimile, email or other electronic transmission, and shall be legally binding upon the parties hereto to the same extent as originals.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of October 30, 2019.

**UPPER MERION TOWNSHIP POLICE DEPARTMENT**

By: \_\_\_\_\_  
Thomas Nolan  
Chief of Police

Date: \_\_\_\_\_

**UPPER MERION TOWNSHIP**

By: \_\_\_\_\_  
Anthony Hamaday  
Township Manager

Date: \_\_\_\_\_

**KING OF PRUSSIA MALL**

By: \_\_\_\_\_  
Robert Hart  
Mall Manager

Date: \_\_\_\_\_



## APPLICANT'S AUTHORIZATION FOR AGENT TO APPLY FOR HIGHWAY OCCUPANCY PERMIT

If granting BLANKET Authorization to submit applications on Applicant's behalf, check this box:

If BLANKET Authorization, mark N/A.	PERMIT APPLICATION NO.	
	COUNTY	
	CITY-BORO-TWP.	
	S.R.-SEG.-OFF.	
APPLICANT	Name: Upper Merion Township Address: 175 W. Valley Forge Road King of Prussia, PA 19406	
AGENT	Name: Gilmore and Associates Address: 119 E Linden Street Kennett Square, PA 19348	

THIS AUTHORIZATION, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

Upper Merion Township

APPLICANT for a highway occupancy permit under 67 Pa. Code Chapter 441 or 459.

WHEREAS, the APPLICANT is required to obtain a highway occupancy permit from the Commonwealth of Pennsylvania, Department of Transportation, called the Department, in order to occupy the State highway; and

WHEREAS, the APPLICANT wishes to authorize the agent listed above (AGENT) to apply for the permit and any associated supplements on behalf of the APPLICANT; and

WHEREAS, the APPLICANT has agreed to grant a release to the Department to allow the AGENT to apply for the permit and any associated supplements on behalf of the APPLICANT; and

WHEREAS, as a condition of this authorization, APPLICANT agrees that AGENT will be required to provide APPLICANT with copies of all correspondence and other documents issued, mailed, emailed or otherwise directed or provided to APPLICANT or AGENT by the Department; and

WHEREAS, the APPLICANT may elect to be provided contemporaneous email updates on the review status of the permit application and any associated supplements.

NOW, THEREFORE:

1. The APPLICANT does hereby authorize AGENT to act as APPLICANT's agent with respect to the permit application and associated supplements and to do all things necessary to obtain the permit and/or associated supplements on behalf of the APPLICANT.
2. The APPLICANT does hereby remise, release, quitclaim and forever discharge the Department, its agents, employees and representatives of and from all suits, damages, claims and demands of any type whatsoever arising against it as a result of granting the permit and its supplements to APPLICANT.
3. The APPLICANT  has  has not (check one) elected to be provided contemporaneous updates on the status of the permit application. If the APPLICANT elects to be provided contemporaneous updates on the status of the permit application, provide contact information here (email): \_\_\_\_\_.
4. The APPLICANT understands that this AUTHORIZATION is effective until revoked in writing by the APPLICANT or AGENT, with contemporaneous written notice thereof to the Department.

IN WITNESS WHEREOF, the APPLICANT has executed or caused to be executed these presents, intending to be legally bound thereby.

by APPLICANT:

\_\_\_\_\_  
(authorized representative signature)

Name: \_\_\_\_\_

Title (if other than individual applicant): \_\_\_\_\_

Date: \_\_\_\_\_

by AGENT:

\_\_\_\_\_  
(authorized representative signature)

Name: Joseph F Carlin, PE

Title (if other than individual agent): Sr. Transportation Engineer

Date: \_\_\_\_\_