

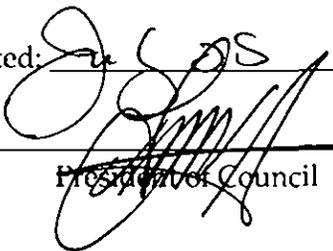
BILL NO. 55-2014
AN ORDINANCE

AUTHORIZING THE EXECUTION OF AN INTERMUNICIPAL COOPERATION AGREEMENT FOR THE DISPOSAL OF ELECTRONIC WASTET WITH THE BERKS COUNTY SOLID WASTE AUTHORITY.

Whereas the Council of the City of Reading hereby ordains as follows:

Section 1. Authorizing the execution of an Intermunicipal Cooperation Agreement for the disposal of electronic waste with the Berks County Solid Waste Authority, as attached.

Section 2. This ordinance shall become effective ten (10) days after it adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

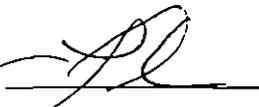
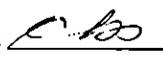
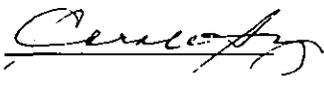
Enacted: July 28, 2014


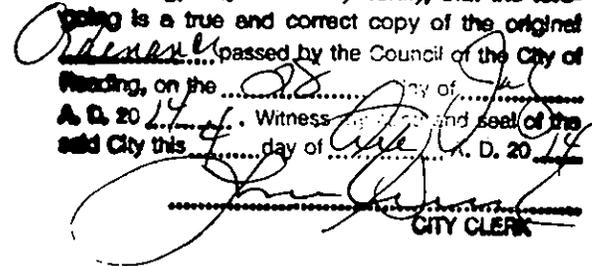
President of Council

Attest:



City Clerk
(Council Staff)

Submitted to Mayor: 
Date: 7/29/14
Received by the Mayor's Office: 
Date: 7/29/14
Approved by Mayor: 
Date: 7/30/14
Vetoed by Mayor: _____
Date: _____

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 28 day of July, A. D. 20 14. Witness my hand and seal of the said City this 28 day of July, A. D. 20 14.


CITY CLERK

INTERMUNICIPAL COOPERATION AGREEMENT

THIS INTERMUNICIPAL COOPERATION AGREEMENT (“Agreement”) made as of the 30th day of May, 2014 is by and between the BERKS COUNTY SOLID WASTE AUTHORITY (hereinafter referred to as the “Authority”) and the CITY OF READING (hereinafter referred to as the “City”).

WHEREAS, the City desires to obtain electronic waste recycling services of a kind and nature hereinafter described (the “Services”); and

WHEREAS, the Authority desires to render these services to the City pursuant to the terms and conditions contained in the Agreement.

NOW THEREFORE, intending to be legally bound, and in consideration of promises, mutual covenants and other good and valuable consideration hereinafter contained, the parties hereto agree as follows:

1. RECITALS

The recitals set forth in the foregoing whereas paragraphs shall be considered to provide substantive provisions of this Agreement and are incorporated herein by this reference.

2. TERMS OF SERVICE

The Services that the Authority shall provide to the City shall take place as follows:

A. The City shall be responsible for separating its electronic waste into five distinct and separate categories, including: (1) central processing units and laptops; (2) computer monitors; (3) television sets; (4) covered devices; and (5) non-covered devices.

B. The Authority shall provide the City with pallets and gaylords for the storage and transportation of all of the City’s electronic waste.

C. As the need arises, and after properly sorting its electronic waste into the above-mentioned categories, the City shall be responsible for transporting said electronic waste in the gaylords and pallets at the City’s cost to the Authority’s electronic waste recycling center (the “Center”).

D. Once the City has transported the properly sorted electronic waste to the Center, the Authority shall unload the electronic waste and shall arrange for the processing and recycling of the same.

E. Improperly sorted electronic waste shall not be accepted and the City shall be responsible at its cost for removing such electronic waste from the Center.

3. COMPENSATION

The Authority will not require payment from the City for the Services, nor will the Authority pay the City for any materials brought to the Center by the City.

4. TERM

This Agreement shall become effective when executed by all parties, and shall be in effect perpetually, unless and until either party elects to terminate this Agreement under Paragraph 5 below.

5. RIGHT TO TERMINATE

A. Either party shall have the right to terminate this Agreement with or without cause by giving sixty (60) days prior written notice to the other at the address specified in Section 11 of this Agreement. Each party shall be liable for, but not limited to, any expenses, damages and/or legal fees which result from termination, if such termination is due to the other party's sole negligence, willful misconduct or material breach of this Agreement.

B. Both parties shall be responsible for all commitments as set forth in this Agreement up to and including the date of termination. Upon termination of this Agreement, both parties shall forthwith deliver to one another all documents and any other material in any way relating to the Services which may be in its possession.

6. WARRANTIES

A. The Authority warrants and represents that the Authority will comply with all applicable laws and regulations.

B. The City warrants and represents that the City will comply with all applicable laws and regulations.

7. CONFIDENTIALITY DISCLAIMER

A. The Authority recognizes and understands that some of the City's electronic waste, especially central processing units and laptops, may contain confidential, personal and private information. The Authority warrants that it shall not access and/or disseminate any confidential, personal or private information that may be stored on or in the City's electronic waste.

B. The Authority hereby disclaims any and all responsibility or liability for any third party's access and/or dissemination of any confidential and private information that may be stored in the City's electronic waste. The City hereby shall indemnify, defend and hold the Authority harmless regarding any claim asserted against the Authority arising from any third party's unauthorized access and/or dissemination of any such confidential and private

information.

8. REIMBURSEMENT

A. The City shall reimburse the Authority for any actual damages or costs, as well as court costs, directly caused by the City's failure to perform the City's express obligations under this Agreement. This remedy shall be in addition to, not in lieu of, any other remedies of the Authority provided by law, equity or this Agreement.

B. The Authority shall reimburse the City for any actual damages or costs, as well as court costs, directly caused by the Authority's failure to perform the Authority's express obligations under this Agreement. This remedy shall be in addition to, not in lieu of, any other remedies of the City provided by law, equity or this Agreement.

9. CHANGES

The Authority shall have the right to implement reasonable changes to the Services during the term of this Agreement. The Authority will notify the City of any changes to the Services that it implements at the address provided in Section 13 hereof.

10. NO REPRESENTATIONS

No party under this Agreement is the agent or employee of the other, and neither party under this Agreement is authorized to make any representations or incur any liabilities on behalf of the other party.

11. INDEMNIFICATION

A. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the Authority and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Services in this Agreement, including any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent and/or intentional acts or omissions of the City, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described elsewhere in this Agreement.

B. To the fullest extent permitted by law, the Authority shall indemnify, defend and hold harmless the City and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Services in this Agreement, including any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible

property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent and/or intentional acts or omissions of the Authority, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described elsewhere in this Agreement.

C. Nothing contained in this Section 13 shall be construed as, or constitute, a waiver of the Authority or the City's entitlement to government immunity pursuant to the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. §8541, et seq.

12. NON-ASSIGNABILITY

The City shall not assign the Agreement without the written consent of the Authority.

13. NOTICES

Any notices required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent certified mail, return receipt requested, addressed to each party at the following address:

THE CITY:

City of Reading
Attn: Division Manager, Recycling/
Solid Waste Office
815 Washington Street
Reading, PA 19601

With a copy to :
Charles Younger, Esquire
City Solicitor
City of Reading
815 Washington Street
Reading, PA 19601

THE AUTHORITY:

Berks County Solid Waste Authority
Attention: Executive Director
633 Court Street, 14th Floor
Reading, PA 19601

With a copy to:
Georgeadis Setley
Attn: Douglas Paul Rauch, Esquire
4 Park Plaza, 2nd Floor
Wyomissing, PA 19610

14. SEVERABILITY

In the event any provision hereof is declared null and void by a court of law, the remaining provisions of this Agreement shall remain in full force and effect.

15. ENTIRE AGREEMENT

A. This Agreement constitutes the entire understanding of the parties hereto and no changes, amendments or alterations shall be effective unless in writing and signed by both parties and only to the extent therein set forth.

B. No waiver of the breach of any term or condition of the Agreement shall be deemed to constitute the waiver of any other breach of the same or any other term or condition.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and any action filed in connection with this Agreement shall be filed in the Court of Common Pleas of the County of Berks, Pennsylvania.

[Signatures appear on following page.]

INTENDING TO BE LEGALLY BOUND, the undersigned authorized officers of the Berks County Solid Waste Authority and the City of Reading have executed this Intermunicipal Cooperation Agreement as of the 30th day of May, 2014.

**BERKS COUNTY SOLID WASTE
AUTHORITY**

CITY OF READING

By: _____
Title: **Chairman**

By: *Carole B. Snyder*
Title: **Mayor - Acting**