

Drafted by: Public Works
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BILL NO. 44 2016

AN ORDINANCE

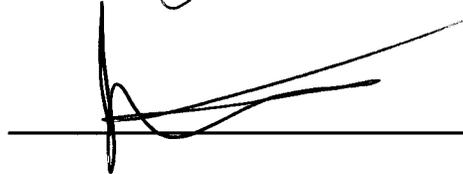
AUTHORIZING THE ENTRANCE INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF READING AND THE READING SCHOOL DISTRICT

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

Section One: Council hereby authorizes the Administration enter into a one-year intergovernmental cooperation agreement regarding the collection and recycling of various recyclable items generated at multiple Reading School District locations. The Agreement is between the City of Reading and the Reading School District and retroactively effective July 01, 2016.

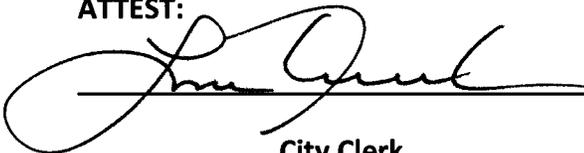
Section Two: This Ordinance shall become effective ten (10) days after its adoption in accordance with 219 and 221 of the Home Rule Charter of the City of Reading.

ENACTED Oct 10, 2016

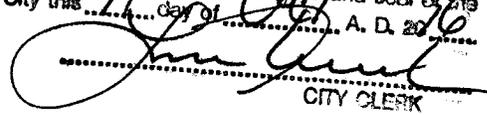


President of Council

ATTEST:


City Clerk

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 10 day of Oct, A. D. 2016. Witness my hand and seal of the said City this 10 day of Oct, A. D. 2016.


CITY CLERK

Submitted to Mayor by: [Signature]
Date Submitted: 10/11/16
Received in Mayor's Office by: _____
Date Received: _____
Approved by Mayor: [Signature]
Date Approved: 10/11/16
Vetoed by Mayor: _____
Date Vetoed: _____

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania, with its principal office located at 815 Washington Street, Reading, Berks County, PA 19601 ("CITY"), and the READING SCHOOL DISTRICT, a third class school district of the Commonwealth of Pennsylvania, with its principal office located at 800 Washington Street, Reading, Berks County, PA 19601 ("SCHOOL DISTRICT").

WHEREAS, the parties to this Agreement desire to cooperate in the collection and recycling of various recyclable items generated at multiple SCHOOL DISTRICT locations throughout the CITY; and

WHEREAS, the Pennsylvania Intergovernmental Cooperation Law, Act 180 of 1972, as amended by Act 177 of 1996, 53 Pa. C.S. §2301 et seq. (the "Act"), endorses cooperative agreements such as the one contemplated herein, and

WHEREAS, the CITY has passed an ordinance in accordance with the provisions of the Act, and the SCHOOL DISTRICT has passed a resolution approving the Agreement, and therefore each party is duly authorized to enter into this Agreement,

NOW THEREFORE, in consideration of the mutual covenants undertaken herein, and with the intent to be legally bound, the CITY for itself, its successors and assigns, and the SCHOOL DISTRICT for itself, its successors and assigns, hereby agree as follows:

1. Recitals. The above recitals are incorporated by reference and are made a part hereof as though set forth fully herein.

2. Recycling Collection Services. The CITY will provide recycling collection services to the SCHOOL DISTRICT at the sites listed on Exhibit A ("Collection Sites").
3. Recyclable Material. The CITY will collect mixed paper and comingled items ("Recyclable Material") from the Collection Sites.
4. Containers.
 - a. The CITY will provide a sufficient number of suitable containers at no cost to the SCHOOL DISTRICT to collect and store Recyclable Material in SCHOOL DISTRICT cafeterias, offices, and classrooms.
 - b. The CITY shall provide and service dual compartment recycling containers at the entrance and exit of each school building of the SCHOOL DISTRICT. The maximum number of said dual compartment containers shall be determined by the CITY and SCHOOL DISTRICT based on the volume of Recyclable Material generated by the SCHOOL DISTRICT.
5. Frequency of Collection. The schedule and frequency of Recycling shall be established and adjusted from time to time by mutual agreement, based on the volume of Recyclable Material generated by the SCHOOL DISTRICT, in such a manner that all Recyclable Material generated by the SCHOOL DISTRICT is collected in a timely fashion.

6. Additional Services. The CITY'S Solid Waste Division shall provide advice and assistance, including staff time, to the SCHOOL DISTRICT for the purpose of establishing internal collection procedures.
7. Student Involvement. The SCHOOL DISTRICT agrees to foster and promote direct student involvement in the internal collections of Recyclable Material.
8. Effective Date and Initial Term. The Initial Term of this Agreement shall be for one (1) year, beginning July 1, 2016 (the "Effective Date").
9. Renewal Terms. This Agreement may be extended for additional one-year Renewal Terms upon written notice by the SCHOOL DISTRICT to the CITY of its intention to renew, which notice shall be given at least 90 days prior to the termination of the then-current Initial or Renewal Term and shall be delivered in accordance with the notice provision below.
10. Termination Upon Notice. Either party may terminate this agreement upon 90 days' prior written notice to the other party in accordance with the notice provision below.
11. Fee. The fee for the Recycling Collection Services for the Initial Term shall be \$54,632.49. The fee will increase by 2% of the previous year's fee for each successive one-year Renewal Term.
12. Modification and Amendment. This Agreement may only be amended or modified in writing, upon consent of both parties and as duly approved by official action of the parties.

13. Indemnification. Nothing in this Agreement shall constitute a waiver of Sovereign Immunity by either party. The CITY and the SCHOOL DISTRICT agree to indemnify each other for any and all claims which may arise from this Agreement which are brought or claimed by third party entities.
14. Access. The SCHOOL DISTRICT agrees to give reasonable access to school buildings within the SCHOOL DISTRICT to the CITY employees as necessary to perform the Recycling Collection Services set forth herein, which access may be limited at the sole discretion of the SCHOOL DISTRICT. Notwithstanding the foregoing, no CITY employee(s) shall enter or be present inside any SCHOOL DISTRICT building without the express consent of the SCHOOL DISTRICT and any CITY employee shall be escorted and accompanied by a SCHOOL DISTRICT official or employee at all times when present inside any SCHOOL DISTRICT BUILDING. The SCHOOL DISTRICT may also require CITY employees to obtain background clearances before entering or being present in any SCHOOL DISTRICT building, consistent with SCHOOL DISTRICT policy.
15. Entire Agreement. This Agreement, along with the Exhibit(s) attached hereto and incorporated by reference herein, comprises the entire agreement between the parties related to the subject matter of this Agreement, and supersedes any prior agreement, oral or written, between the parties on the subject matter herein.
16. Notice. All notices under this Agreement shall be deemed to have been given if mailed, U.S. Certified, Return Receipt Requested, to the principal office of record set forth above.

17. Governing Law. This Agreement, and all rights and obligations of the parties hereto, are governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

18. Authority. The signatories to this Agreement, below, are duly authorized to enter into this Agreement, as follows

a. City of Reading, Ordinance No. _____, passed on [Date].

b. Reading School District, Resolution 7.02, passed on [Date]. 5/25/16

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

20.

WHEREFORE, the parties hereto intending to be legally bound hereto set their hands and seals this _____ day of _____, 20_____.

CITY OF READING

By: _____

Attest: _____

~~READING SCHOOL DISTRICT~~

By: [Signature]

Attest: [Signature]

Exhibit A:

School District Buildings

Glenside Elementary - Monday

Millmont - Monday

Riverside Elementary - Monday

Northwest Middle School - Tuesday

Northwest Elementary - Tuesday

Laurels Park - Tuesday

Tyson Schoener – Wednesday

8th and Penn Center (Rock) - Wednesday

10th and Penn - Wednesday

13th and Green - Wednesday

10th and Green – Wednesday

RSD Administration Bldg. - Wednesday

Southwest - Wednesday

Walnut and Locust - Wednesday

16th and Haak - Thursday

Amanda Stoudt - Thursday

Southern - Thursday

Northeast - Friday

13th and Union – Friday

JCC – Friday

12th and Marion – Tuesday and Friday

Citadel – Monday, Tuesday, Wednesday, Thursday, Friday

Reading High – Monday, Tuesday, Wednesday, Thursday, Friday

Reading Maintenance Bldg. ?