

RESOLUTION No. 44-2011

Whereas, the City of Reading desires that the Berks County Treasurer's Office perform certain services on its behalf; and

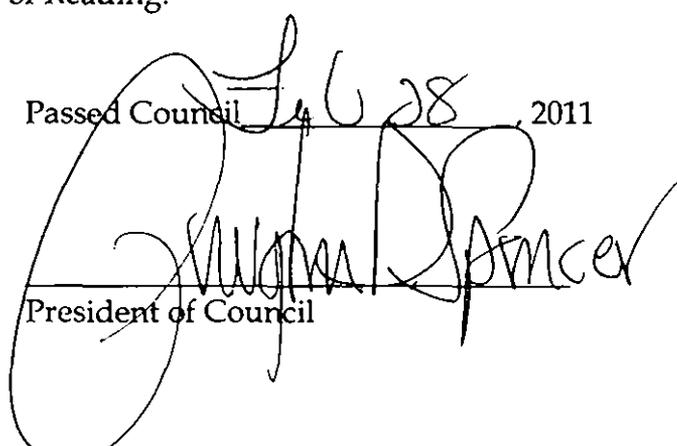
Whereas, the Berks County Treasurer's Office desires to provide certain services to the City of Reading; and,

Whereas, the City of Reading and the Berks County Treasurer's Office have determined that a certain Agreement between them is in their best interests; now, therefore,

The Council of the City of Reading hereby resolves as follows:

That Mayor Thomas M. McMahon be authorized to execute the Agreement between the City of Reading and the Berks County Treasurer's Office (attached as Exhibit A) on behalf of the City of Reading.

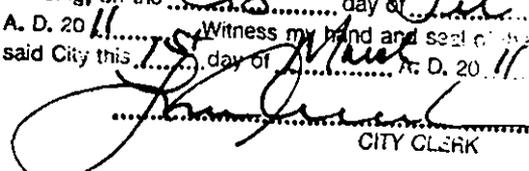
Passed Council July 28, 2011

  
\_\_\_\_\_  
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 Resolutions passed by the Council of the City of Reading, on the 28 day of July, A. D. 2011. Witness my hand and seal of the said City this 28 day of July, A. D. 2011.

  
\_\_\_\_\_  
CITY CLERK

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_, between the BERKS COUNTY TREASURER'S OFFICE, with its principal place of business at 633 Court Street, Third Floor, Reading, Pennsylvania 19601 (hereinafter the "Treasurer") and the CITY OF READING, with its principal place of business at 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter the "City").

WHEREAS, the City imposes certain real estate property taxes on real estate parcels situate within the jurisdictional boundaries of the City; and

WHEREAS, the City desires to have its real estate tax billing and collection performed by non-City personnel to reduce expenses; and

WHEREAS, the Treasurer has expressed interest and desire to perform the City's real estate tax billing and collection.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally bound, the parties agree as follows:

1. The Treasurer will provide the following services in connection with the billing and collection of City's real estate taxes:
  - a. Timely printing and mailing of City real estate tax bills to owners;
  - b. Receive and/or collect City real estate tax payments and daily deposit the same within a specified dedicated account;
  - c. Provide, upon request, detailed reports re City real estate tax billing and collection;
  - d. Provide timely quarterly interim and tracking letter adjustments and

billings;

- e. Maintain billings for all City abatements;
- f. Provide all requested tax payment certifications; and,
- g. Provide a point of contact from the County of Berks

2. The Treasurer will be responsible for all current year real property tax refunds beginning in 2011; the Treasurer will be responsible for all prior year real property refunds beginning in 2012 for years 2011 forward.

3. The City will pay the Treasurer one-half (1/2) the postage expenses incurred for providing the services provided herein. The Treasurer shall provide itemized quarterly billing for same to the City.

4. The City will pay the Treasurer the amount of five thousand two hundred dollars and no cents (\$5,200.00) per year, for services listed herein and any printing costs incurred by the Treasurer. Said figure is based upon 26,000 tax bills.

5. The term of this Agreement shall be three (3) years, beginning and effective January 1, 2011. After the initial three (3) year term, this Agreement may be extended for one (1) or more (consecutive) one (1) year period(s).

6. Delinquent City real estate taxes will be turned over to the Berks County Tax Claim Bureau for collection as of December 31, 2011.

7. This Agreement may be amended by the parties' mutual consent in writing.

8. This Agreement may be terminated by either party upon one hundred eighty (180) day written notice.

9. This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law.

10. In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

**CITY OF READING**

**BERKS COUNTY TREASURER'S  
OFFICE**

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**ATTEST:**

**ATTEST:**

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