

RESOLUTION NO. 8 -2020

**APPROVING THE RENTAL AGREEMENT WITH THE CITY OF GREENSBURG
FOR THE USE OF A BUCKET TRUCK**

WHEREAS, the City of Greensburg has proposed an agreement to Borough of South Greensburg for the rental of a bucket truck;

WHEREAS, the Borough of South Greensburg desires to enter into the proposed agreement with the City of Greensburg, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by Council of the Borough of South Greensburg in a regular meeting assembled and by the authority of the same:

SECTION 1. The Borough of South Greensburg hereby approves and does agree to enter into the rental agreement for use of a bucket truck with the City of Greensburg, as attached as Exhibit A.

SECTION 2. That the Mayor, Borough Council President, Secretary of the Borough of South Greensburg, and/or any other proper officer or employee of the Borough of South Greensburg, are hereby authorized and directed to take any and all action and sign any and all documentation necessary to carry into effect this resolution and the contract approved hereby.

RESOLVED IN COUNCIL this 14th day of December, 2020

BOROUGH OF SOUTH GREENSBURG

By: _____

Clentin C. Martin, President of Council

ATTEST: _____

Jamie Peticca, Secretary

INTERGOVERNMENTAL RENTAL AGREEMENT

THIS AGREEMENT is by and between the CITY OF GREENSBURG, A Pennsylvania Home Rule Municipality (hereinafter "City"), and the BOROUGH OF SOUTH GREENSBURG, a Pennsylvania municipality (hereinafter "Borough").

WHEREAS, the City owns a 1991 GMC bucket truck ("truck"); and

WHEREAS, the Borough does not own a bucket truck but has a need from time to time to use a bucket truck.

NOW THEREFORE, the City and Borough agree as follows:

1. The City agrees to rent the truck to the Borough upon the terms and conditions stated herein.
2. The truck will be provided upon reasonable request at mutually convenient times and locations to be determined each time the Borough requests to rent the truck. The truck may only be used for official Borough purposes. The City retains the right to decline any request in good faith. Should at any time the City decline to rent the truck, or the condition of the truck become inoperable or unsafe, the City will be under no obligation to provide a replacement or substitute truck.
3. The Borough agrees to pay a daily rent of up to, but not exceeding, \$50.00 for each hour the Borough possesses the truck. The City will invoice the Borough for all rent due and the Borough agrees to pay all invoices within 30 days of issuance. Said fee may be waived at the discretion of the City.
4. The truck shall be used only for its intended purpose. The City will not provide

trained and supervised persons to operate the truck and will be responsible for its proper operation, use and storage and for any damages caused to the truck beyond normal wear and tear.

5. The Borough shall be solely responsible for the payment of all salaries, wages, benefits, or workers' compensation benefits due any person operating the truck on behalf of the Borough.

5. The parties acknowledge that the City is not in the business of renting equipment to others. Although the City will endeavor to provide the truck in good working order, the truck will be provided "as is" without any warranties or representations of any kind, express or implied, including warranties of merchantability or fitness for a particular purpose.

6. The City shall not be responsible or liable for consequential damages to the Borough for declining to provide the truck or for any matter arising out of providing or using the truck under this Agreement. The Borough agrees to indemnify, defend and hold harmless the City and its officials, representatives, and employees from and against any and all claims, damages, costs, and expenses, including attorney's fees, arising out of or resulting from any alleged act or omission relating to the Borough's possession or use of the truck. The Borough agrees that the use and operation of the truck shall be covered by the Borough's general liability insurance policy.

7. The term of this Agreement shall commence upon the execution by both parties and shall expire on December 31, 2025, or at such time the City transfers, sells, or disposes of the truck, whichever first occurs. Either party may terminate this Agreement by providing sixty (60) days' written notice to the other. This agreement shall automatically terminate upon the City's acceptance of an agreement to sell or otherwise transfer the truck.

8. This Agreement may be amended only by a written instrument signed by both parties.

9. This Agreement shall not be strictly construed against any party.

10. This instrument constitutes the entire agreement between the parties regarding the truck and supersedes any prior agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives.

ATTEST:

CITY OF GREENSBURG

By: 

Kelsye Hantz
City Administrator, Secretary

By: 

Robert L. Bell
Mayor and President of Council

ATTEST:

BOROUGH OF SOUTH GREENSBURG

By: 

Jaime Peticca
Secretary

By: 

Clentin C. Martin
President of Council