

MUNICIPALITY OF MONROEVILLE  
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 1688

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE,  
ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA,  
AUTHORIZING PROPER MUNICIPAL OFFICIALS TO ENTER  
INTO AN AGREEMENT WITH THE CONVENTION AND VISITOR'S  
BUREAU OF GREATER MONROEVILLE TO PURCHASE AND  
UTILIZE TWO (2) TOUR AND SHUTTLE BUSES FOR THE  
PURPOSE OF TRANSPORTING TOURIST, VISITORS AND  
CONVENTIONEERS TO VARIOUS RECREATIONAL SITES IN  
ALLEGHENY COUNTY AND TO VARIOUS COMMERCIAL  
ESTABLISHMENTS AND CONVENTION SITES IN GREATER  
MONROEVILLE.

WHEREAS, the Convention and Visitors Bureau of Greater Monroeville and the Municipality of Monroeville are desirous of purchasing and utilizing two (2) tour and shuttle buses for the purpose of transporting tourists, visitors and conventioners to various recreational sites in Allegheny County and to various commercial establishments and convention sites in Greater Monroeville; and,

WHEREAS, the Bureau has funds available for the purchase of the buses; and

WHEREAS, the Municipality also desires and needs buses for various civic, senior citizen and other purposes and thereby wished to enter into a cooperative agreement with the Bureau for shared use of the buses; and,

WHEREAS, the Municipality agrees to provide insurance, maintenance, drivers and garages for the buses for both the Municipality and Bureau purposes.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Council of the Municipality of Monroeville, and it is hereby ordained and enacted by the Authority of the same as follows:

SECTION 1. Proper Municipal Officials are hereby authorized to enter into an agreement with the Convention and Visitors Bureau of Greater Monroeville for the purchase and utilization of two (2) tour and shuttle buses for the purpose of transporting tourists, visitors, and conventioners to various recreational sites in Allegheny County and to various commercial establishments and convention sites in Greater Monroeville.

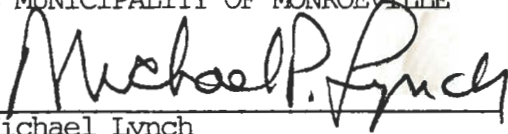
SECTION 2. Any Ordinance or Resolution or part of any Ordinance or Resolution in conflict herewith is hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED this 10th day of October, 1989.

ATTEST:

  
\_\_\_\_\_  
Washington C. Alston  
Municipal Manager

THE MUNICIPALITY OF MONROEVILLE

By   
\_\_\_\_\_  
Michael Lynch  
Mayor

MADE this 10th day of October, 1989, between the CONVENTION AND VISITOR'S BUREAU OF GREATER MONROEVILLE, (hereinafter referred to as "Bureau"), a non-profit corporation having its principal office in the Municipality of Monroeville, Allegheny County, Pennsylvania,

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THE MUNICIPALITY OF MONROEVILLE, a home-rule Municipality, whose address is 2700 Monroeville Boulevard, Allegheny County, Pennsylvania 15146, (hereinafter referred to as the "Municipality").

W I T N E S S E T H:

WHEREAS, the Bureau has determined that it is within the purpose of the Bureau and in the interest of the promotion of tourism in the Municipality and in Greater Monroeville that the Bureau purchase and utilize two tour and shuttle buses for the purpose of transporting tourists, visitors and conventioners to various recreational sites in Allegheny County and to various commercial establishments and convention sites in Greater Monroeville; and

WHEREAS, the Bureau has funds available for the purchase of the buses; and

WHEREAS, the cost of maintenance, insurance, drivers, and other costs would cause a financial strain on the Bureau; and

WHEREAS, the Municipality also desires and needs buses for various civic, senior citizen and other purposes and thereby wishes to enter into a cooperative agreement with the Bureau for shared use of the buses; and

WHEREAS, for the above uses, the Municipality agrees to provide insurance, maintenance, drivers and garages for the buses for both Municipal and Bureau purposes.

NOW, THEREFORE, it is hereby agreed between the Bureau and the Municipality that:

1. The Municipality shall purchase the buses from Bureau funds as approved by the Bureau and being held by the Municipality in the Municipality's special account in which it holds the Bureau's funds.

2. The buses shall be used by the Bureau for purposes of the promotion of tourism in the Municipality and in the Greater Monroeville area for matters including, but not limited to shuttle service, tourist transportation, transportation to various businesses and hotels in the Municipality and the Greater Monroeville area, transportation to and from

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1. The Municipality shall purchase the buses from Bureau funds as approved by the Bureau and being held by the Municipality in the Municipality's special account in which it holds the Bureau's funds.

2. The buses shall be used by the Bureau for purposes of the promotion of tourism in the Municipality and in the Greater Monroeville area for matters including, but not limited to shuttle service, tourist transportation, transportation to various businesses and hotels in the Municipality and the Greater Monroeville area, transportation to and from

airports in Allegheny County and other general uses which promote tourism in the Municipality.

3. The Municipality shall provide liability and other required insurance on the buses, its drivers and passengers; workers compensation insurance for drivers; drivers for the buses compensated by the Municipality; maintenance on the buses and a garage for the buses, said services to be paid for by the Municipality from the funds of the Municipality, and not from the funds of the Bureau.

4. The buses shall be used by the municipality for purposes determined by the Municipality, including senior citizen and other civic uses, provided that said purposes do not conflict with the promotion of tourism within the Municipality by the Bureau.

5. The buses shall be purchased with the Bureau's funds with title to the buses placed in the name of the Municipality.

6. The use of the buses by the Bureau shall be given priority when necessary and all conflicts in scheduling shall be resolved by the Municipal Manager in accordance with the terms of this agreement. Representatives of the Bureau and the Municipality shall meet every six (6) months in order to prepare a tentative schedule for use of the buses by the Bureau and the Municipality which shall be subject to revision on a monthly basis.

7. The Municipality further agrees:

- (a) To use the buses in accordance with this Agreement;
- (b) To permit only properly trained and qualified persons to operate the buses;
- (c) To protect the buses from damage by fire, accident, exposure to the elements or other casualty and to designate the Bureau as an additional insured in any policies of insurance applicable to the buses;
- (d) To keep and maintain the buses in good order and repair;
- (e) Not to assign this Agreement nor to sell, sublet, or loan the buses to any other person, firm or corporation nor to encumber the buses without prior consent of the Bureau;
- (f) To notify the Bureau immediately should the Municipality, for any reason cease operation of the buses and in such event to transfer title to the Bureau;
- (g) Not to sell, transfer, donate, trade-in or otherwise dispose of the buses without the approval of the Bureau or without transferring title to the Bureau;



- (h) To defend, indemnify and hold the Bureau and its officers and employees harmless from and against all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind and nature arising out of or in connection with the use of the buses.

8. This agreement may be specifically enforced in a Pennsylvania Court of competent jurisdiction by the Bureau, upon breach of this Agreement by the Municipality and the Municipality shall be required to pay all reasonable attorney's fees incurred in prosecuting a cause of action for specific enforcement of this Agreement.

9. All funds obtained from a sale of the buses by the Municipality, with the Bureau's consent, shall be returned to the Bureau in consideration of the use of the Bureau's funds.

10. This Agreement shall be binding upon and, except as otherwise herein provided, shall insure to the benefit of the parties hereto and their respective heirs, administrators and assigns.

WITNESS the due execution hereof the day and year first above mentioned.

ATTEST:

*Al Manzo*  
Secretary

MONROEVILLE CONVENTION AND  
VISITOR'S BUREAU OF GREATER  
MONROEVILLE

*Celeste Moore*  
Executive Director

ATTEST:

*Washington C. Alston*  
Washington C. Alston  
Municipal Manager

THE MUNICIPALITY OF MONROEVILLE

*Michael P. Lynch*  
Michael P. Lynch  
Mayor