

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2120

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING A PARK HOST LEASE AGREEMENT FOR ALPINE
VILLAGE PARK BETWEEN THE MUNICIPALITY OF MONROEVILLE
AND MARY B. AND ROBERT E. IRWIN

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

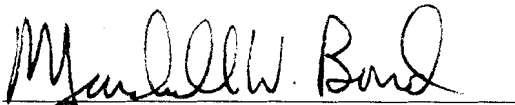
Section 1. The Municipality of Monroeville hereby authorizes a Park Host Lease
Agreement for Alpine Village Park as per Exhibit A.

Section 2. All Ordinances or Resolutions or parts of Ordinances or Resolutions in
conflict herewith are hereby repealed.

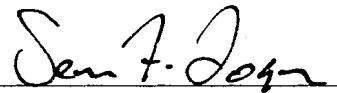
ORDAINED AND ENACTED into law the 10th day of August, 1999.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Marshall W. Bond
Municipal Manager



Sean F. Logan
Mayor

PARK HOST AGREEMENT

This Agreement, made by and between the Municipality of Monroeville, a Municipal Corporation (hereinafter referred to as "Owner") and Mary B. and Robert E. Irwin of 343 Altaview Drive (hereinafter referred to as "Subcontractor").

WITNESS:

WHEREAS, the Owner is the owner of property located within the Municipality of Monroeville, being an approximate sixty nine (69) acre site, located off Altaview Drive and Cavitt Road and known as Alpine Park, having erected on said site a pavilion, baseball field, basketball and tennis courts, and other recreational facilities, and

WHEREAS, the Owner is desirous of acquiring the necessary security for said property to prevent destruction, vandalism, and trespass upon the same, and

WHEREAS, the Owner is desirous of engaging security personnel to have access to the subject land to aid in fulfilling the purposes set forth, and

WHEREAS, the Subcontractor is desirous of being engaged as security personnel for the Owner.

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

1. The Subcontractor hereby agrees, that in consideration of an annual fee of \$2,000 to be paid monthly, to perform the following functions at Alpine Park during the contract terms of this Agreement:
 - a. To conduct inspections of the subject land and recreational facilities thereon and report the condition of same to the Department of Recreation, Parks, and Human Services (hereinafter referred to as "Department") on forms and/or in a manner designated by the Owner.
 - b. To make said surveys and reports as may be outlined by the Municipal Manager and/or the Department, in accordance with the regulations and policies of the parks, and in accordance with any

municipal ordinances, which might be violated by anyone coming onto the said property.

- c. To receive any goods and merchandise delivered to the said site which are the property of the Municipality of Monroeville and to sign receipts for the same and report the said deliveries immediately to the Department.
- d. To maintain control of pets at all times in a manner which avoids public nuisance.
- e. To control parking lot lights, or any other electrical features, in the park as designated.
- f. To open and close any access gates, or other lockable park features, needed or desired for control purposes.
- g. To inspect park for purposes of security.
- h. To complete an inspection checklist and submit same to the Department.
- i. To open and close rest rooms for public use and make available equipment for use by picnic groups per picnic permits, as defined by the Department.
- j. To generally care for the grounds of Alpine Park.
- k. To abide by all terms and conditions of this Agreement, and all municipal ordinances pertaining to the facility and its use.

2. Subcontractor agrees to report to the municipal police immediately in the event of any trespassing where there is a possibility of damage, destruction, or vandalism to any part of the subject property.

3. The Subcontractor hereby agrees to become familiar with, to the best of their ability, any ordinances or regulations supplied to them by the Municipality of Monroeville with respect to the security and protection of the subject property.

4. Further, the Subcontractor expressly agrees that he/she shall make no improvements to the site, or structures, without the express written consent

of the Municipal Manager and shall acquire all the necessary permits and approvals applicable from the Municipality of Monroeville.

5. Such regulations and directives herein stated may be reviewed annually by the Owner and Subcontractor for needed changes, which may be made upon the approval of the Municipal Manager and/or designee.
6. The Subcontractor hereby agrees to notify the Department and/or the Municipal Police in the event Subcontractor is required to be away from the subject premises in excess of six (6) hour period, with neither of the Subcontractors being available for inspection or the reporting of any trespassing, vandalism, or damage.
7. The Subcontractor hereby agrees to perform pre-discussed weekend cleanup duties, as outlined by the Department, associated with the municipal park picnic program.
8. The Subcontractor shall comply with the terms of this Agreement and the regulations attached hereto, by completing the necessary forms required and submitting the same to the Department and/or Municipal Manager on a specified regular basis, or immediately in the event of vandalism or damage.
9. The term of this Agreement shall be for a period of one (1) year subject to the Owner's review one hundred eighty (180) days prior to any renewal of this Agreement. The policy concerning review for renewal is set forth in the Administrative Code, 307.6.
10. Either party to this Agreement may terminate the same by giving three (3) months notice to the other party of intention to terminate this Agreement without liability to either party beyond the date fixed for termination of the Agreement. The policies regarding replacement procedures are set forth in the Administrative Code, 307.6, Letter G & H.
11. It is specifically understood and agreed that the Owner may terminate this Agreement in the event the Subcontractor is not performing their agreed function as outlined in this Agreement, in the event of a change in marital status, in the event of death of the Subcontractor, or in the event of the undue absence of the Subcontractor from the subject premises.
12. It is specifically understood and agreed that the legal relationship between the parties is Owner and Subcontractor as herein set forth and none other.

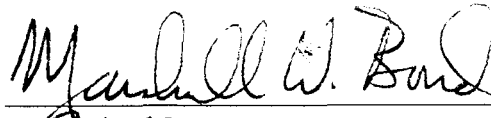
Under no circumstances shall the relationship between the parties be considered principal and agent or employer and employee.

13. This Agreement represents the entire understanding of the parties and there are no other covenants, conditions, or Agreements which are not specifically herein set forth.
14. Any amendments to this Agreement shall be in writing and executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereby set their hands and seals the day and year first above written.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Municipal Manager

WITNESS:

Mary B. Irwin (SEAL)

Robert E. Irwin (SEAL)

Date