

Bill No. 1494-04

(As Amended on 04/20/04)

No. 09-04-0R

## AN ORDINANCE

An Ordinance of the County of Allegheny, Commonwealth of Pennsylvania, authorizing a lease to Audrey Castracane, for a term beginning April 1, 2004 and terminating December 31, 2004, which permits the use of County owned land and buildings located in the Township of South Park, County of Allegheny, Commonwealth of Pennsylvania.

**Whereas**, the South Park Theatre (the "Theatre") has been serving the public for over twenty years in South Park; and

**Whereas**, the Theatre grants an opportunity for aspiring actors and actresses of all ages to audition for a part in plays and for Theatre arts students from local colleges and universities to accept internships specializing in their fields of study; and

**Whereas**, the Theatre selects and performs a number of plays for both adults and children each season and the performances had been met with great reviews and enjoyed by thousands throughout the year; and

**Whereas**, the County deems it to be in the public interest to continue its use of this site for the Summer Theatre Programs to enhance the program, to promote a love for theatre arts, and to introduce the arts to those who may otherwise have no opportunity to enjoy such; and

**Whereas**, Article IV, Section 2(k) of the Allegheny County Home Rule Charter vests County Council with the power and duty by ordinance to lease or permit the use of County land, buildings or other real property.

***The Council of the County of Allegheny hereby enacts as follows:***

***Section 1. INCORPORATION OF PREAMBLE***

The provisions set forth in the preamble to this Ordinance are incorporated by reference in their entirety herein.

**Section 2. AUTHORIZATION OF A LEASE FOR THE USE OF COUNTY REAL PROPERTY**

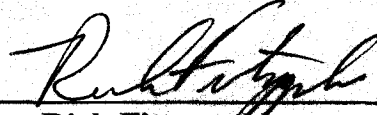
- A. Allegheny County Council hereby approves the continuation of the South Park Theatre at the former Flower Show Building and Annex in South Park.
- B. Council hereby acknowledges the contract for the period April 1, 2004 through December 31, 2004, subject to the terms and conditions as more fully outlined in the Contract.
- C. The County acknowledges that no revenues are paid to the County by the Theatre, as this program is considered a public service program.
- D. The proper officers of the County are hereby authorized to execute any and all documents necessary to effectuate the lease of the property.

***Section 3. SEVERABILITY. If any provision of this Ordinance shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Ordinance which shall be in full force and effect.***

***Section 4. REPEALER. Any Resolution or Ordinance or part thereof conflicting with the provisions of this Ordinance is hereby repealed so far as the same affects this Resolution.***

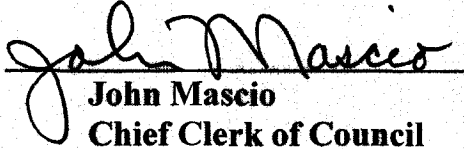
Enacted in Council this 20<sup>th</sup> day of April, 2004.

Council Agenda No. 1494-04



**Rich Fitzgerald**  
President of Council

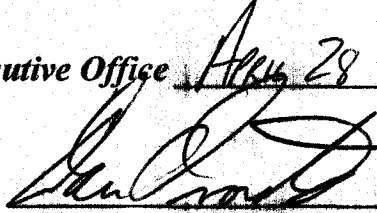
Attest:



**John Mascio**  
Chief Clerk of Council

Chief Executive Office April 28, 2004.

Approved:



**Dan Onorato**  
Chief Executive

Attest:



**Donna Beltz**  
Executive Secretary

**MEMORANDUM**  
**OFFICE OF THE COUNTY MANAGER**

**TO:** John Mascio  
Chief Clerk

**FROM:** James M. Flynn, Jr. *JA 4/1/04*  
County Manager

**DATE:** April 1, 2004

**RE:** Proposed Ordinance—Use of County Land in South Park

---

Attached is a Proposed Ordinance authorizing the lease of County Land in connection with the South Park Theatre.

The Allegheny County Law Department has reviewed this legislation prior to submitting it to Council.

Please place this on the next agenda for County Council approval.

Thank you.

## A G R E E M E N T

MADE AND ENTERED into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the County of Allegheny, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as "County",

A  
N  
D

THE SOUTH PARK THEATRE, INC., a non-profit corporation composed of volunteers, hereinafter referred to as "Theatre". The Theatre is currently under the direction of Audrey Castracane, P.O. Box 254, Bethel Park, PA 15102 (412-831-8552).

### W I T N E S S E T H:

WHEREAS, the County and the Theatre had previously entered into an Agreement, renewed such Agreement, that being No. 21748, dated April 1981 and amended June 5, 1987 and renewed monthly thereafter; and

WHEREAS, the theatre has conducted a Summer Theatre program for adults and children for over twenty (20) years; and

WHEREAS, the County and the Theatre wish to continue the relationship between the Theatre and the County for the purpose of conducting the Summer Theatre.

NOW, THEREFORE, the parties hereto intending to be legally bound of the following terms and conditions, do hereby mutually agree to the following:

1. The County agrees to allow the Theatre the exclusive right to use the Flower Show Building and annex in South Park and all surrounding said building(s) and parking lots for the operation of the Summer Theatre.
2. This Agreement shall be for a period beginning April 1, 2004 through December 31, 2009. Negotiations for renewal of this contract will begin on or about January 2009.
3. The Theatre shall present and maintain an inventory listing of theatre owned material, supplies, equipment, etc. The Theatre acknowledges that currently, all seats, platforms, stage lighting, sound equipment, theatrical lights, props, etc. are the property of the theatre. Theatre property and equipment are used and/or stored in both the theatre and the

annex building. A more detailed listing will be on file at the theatre for review.

4. The County or its representative reserves the right to audit the books and records of the Theatre to insure proper accounting. Said auditing shall be a time convenient for both the Theatre and the County.
5. The Theatre shall submit to the County, Papers of Incorporation, proof of Non-Profit status from the IRS, Certificate of Insurance, naming the County of Allegheny, its officers, agents and employees as additional insured, and any amendments to the theatre's by-law as they are approved and accepted by the organization.
6. The Theatre shall be responsible for some maintenance and repairs at the site. The County will continue to be responsive to items that are structural related, including plumbing, exterior electrical issues and other structural related matters. The County will continue to mow the lawns, plow and pave/repair the parking lots. The County will be responsible for outdoor security lighting; indoor lighting, electrical repairs and periodical updates shall be the responsibility of the theatre. Any work performed by the theatre must be according to local codes and inspected as required by such codes. The Theatre must obtain authorization prior to performing all repairs, renovations or construction at the site. The County shall be responsible for payment of all utility bills, except telephone, in connection with the permitted use of the building. The County shall be responsible for the removal of all trash and debris from the theatre site(s). Should any trade related work create a union problem, the County will address those problems at that time.  
  
The County shall continue to provide pest inspections and spraying. The Theatre shall continue to receive this service provided by the county as needed, however, no less than once a year. The Theatre shall contact the South Park Manager to schedule these services.
7. Nothing herein shall be construed as creating a relationship of co-partners between the parties hereto, or as constituting the Theatre or any of its agents, servants and employees as the agents, servants or employees of the County. The Theatre shall act at all times under this Agreement as an independent contractor.

8. The Theatre shall have no right or power to assign any right or delegate any duty under this Agreement without the prior, written approval of the Director of Parks or his designee.
9. Except for any claims or suits relating to responsibilities of the County as set forth in Article 6, the Theatre agrees to indemnify and hold the County harmless from any and all claims or suits of whatever kind and nature caused by or arising out of any negligent act or conduct of the Theatre in connection with its performance of the duties described in this Agreement. The Theatre also agrees to indemnify and hold the County harmless from and against any and all claims arising under any Workman's Compensation statute for injuries to any employee of the Theatre, or any agency, licensee, contractor or subcontractor of the Theatre.
10. The Theatre shall, in conjunction with Special Events, offer four (4) free performances to the residents of Kane Hospital; performances shall be at the theatre site and held during the Theatre's normal season. Performances shall be held separate from regularly scheduled performances. Performance selection may be made from the adult performances or from the Children's Theatre performances. The Director of Parks, or his designee, shall work with the Theatre and the Director of Kane Hospitals to select dates that are mutually agreeable to the actors, actresses and performance crews prior to the beginning of the season. All free performance dates shall be scheduled and mutually agreed upon prior to the final performance schedule and signing of contract by the performers.
11. The Theatre must receive written approval from the Director of Parks, or his designee, for any price increases for adult and/or children's performances. The Theatre must provide a listing of current price schedule.
12. The County reserves the right to approve all signage at the theatre. The Theater shall not enter into any sponsorship agreement without the prior approval of the Director of Parks or his designee. All approval shall be in writing and approved by County Council.

13. The County shall make available from time to time, any unused paint, painting supplies, useable pieces of lumber or other supplies and or materials that can be used in the building of sets and/or props.



IN WITNESS WHEREOF, this Agreement is duly executed on the day and year first above written, by the parties hereto, who intend themselves to be legally bound hereby.

WITNESS: SOUTH PARK THEATRE, INC.

\_\_\_\_\_  
SOCIAL SECURITY # OR FEDERAL ID # \_\_\_\_\_

ATTEST: COUNTY OF ALLEGHENY

\_\_\_\_\_  
COUNTY MANAGER

APPROVED:

\_\_\_\_\_  
Andrew G. Baechle, Director  
Department of Parks

APPROVED AS TO FORM:

\_\_\_\_\_  
County Solicitor

\_\_\_\_\_  
Assistant County Solicitor



ALLEGHENY COUNTY DEPARTMENT OF PARKS

SUMMARY OF LEGISLATION

**TO:** MIKE WOJCIK, COUNTY SOLICITOR  
**CC:** DEREK UBER, ASST. COUNTY MANAGER

**FROM:** Andrew G. Baechle, Director of Parks

**DATE:** March 31, 2004

**RE:** SOUTH PARK THEATRE

Attached for your review and approval is the proposed Ordinance authorizing a contract with Audrey Castracane for the operation and management of the SOUTH PARK THEATRE.

The South Park Theatre has been serving the public for over twenty years in South Park. The Theatre grants an opportunity for aspiring actors and actresses of all ages to audition for a part in the play and Theatre Arts students from local colleges accept an internship specializing in their field of study. For many, this is their only opportunity on the stage, for some it is stepping stone towards stardom.

The Theatre selects and performs a number of plays for both adults and children each season. The performances had been met with great reviews and enjoyed by thousands throughout the years. The County deems it to be in the public's interest to grant continued use of this site for the Summer Theatre Programs to enhance the program, to promote a love for theatre arts, and to introduce the arts to those whom may otherwise have no opportunity to enjoy such.

Please do not hesitate to contact me should you have any questions on this Ordinance.

Cc: C. Hopson P. Wagner M. Werner/file  
B. Haas (e-mailed)