

INTRA-MUNICIPAL AGREEMENT - CLIPPER COMMUNITY COMPLEX

This Intra-Municipal Agreement (the "Agreement") is entered on the last day of execution below, by, between and among the TOWN OF NORWELL, acting by and through its Board of Selectmen, a municipal corporation, having its principal office at 345 Main Street, Norwell, MA 02061 (the "Town") and the NORWELL SCHOOL DEPARTMENT, acting by and through its School Committee, having its principal office at 322 Main Street, Norwell, MA 02061 (the "District").

WHEREAS the Town and District share a mutual interest in the provision of safe and adequate recreational and sports playing fields for the use of its residents, students and their guests;

WHEREAS the Town and District recognize that existing natural fields, including the Norwell Football Stadium Field, the track surrounding said field, an adjacent soccer field located at Norwell High School, 18 South St., have been compromised by over use because of the demand for the use of these sports fields;

WHEREAS the Town and District desire to create new recreational and sports fields and facilities to serve its residents, students and their guests.

WHEREAS the Town and District have proposed to create a new and expanded multi-use, recreation space at the site of the former Norwell Football Stadium Field, the surrounding track, and its adjacent soccer field, which facility will be known as the Clipper Community Complex and shall include the following: (1) community complex fields permanently lined for soccer and boys' and girls' lacrosse; (2) a stadium field permanently lined for football and field hockey; (3) a resurfaced track and field pits. These facilities are intended to expand the amount and range of uses, users and hours of usage.

WHEREAS the Town and District have financed the Clipper Community Complex project with funding from the sources: CPA funds, private donations and donations from the non-profit organization known as the Norwell Boosters.

WHEREAS the Town and District believe it is necessary to adopt an agreement by and between themselves which shall describe the manner in which the Clipper Community Complex will be shared by both the Town and District and which set forth the expectations of the Town and District concerning the use, maintenance and repair thereof.

NOW THEREFORE, for adequate consideration the receipt and sufficiency of which are hereby acknowledged, the Town and District agree as follows:

1. USE OF THE CLIPPER COMMUNITY COMPLEX

A. In recognition of the use and contribution of CPA Funds to the Clipper Community Complex project, the Town and District agree that the Town-affiliated user groups and Town-approved community groups (those approved by the Recreation Department) shall have the right to use fields and facilities which are a part of the Clipper Community Complex. Scheduling priority and usage fees are outlined in Exhibit 1 and 2 to this Agreement:

COMMUNITY USE OF SCHOOL FACILITIES (School Committee policy KF, regulations KF-R, and Use fee schedule KF-E1). Town-affiliated user groups may use the fields and facilities for various sports practices, sporting events and other recreational activities such as town sports' leagues, instructional sports clinics, summer sports' camps, sport tournaments, and similar activities. Town-approved community groups (those approved by the Recreation Department) may also enter into agreements to use the fields and facilities for various social, recreational and sporting events and activities.

B. To minimize potential conflicts over the use of the Clipper Community Complex and to maximize the efficient and appropriate allocation of time slots (including prime afternoon, evening and weekend time slots), the Town and the District agree that Exhibit 1 and 2 shall be used to allocate time for use of the Clipper Community Complex between the Town and the District. The Rules of Priority, shown in KF-R, may be altered or amended from time to time by agreement of the District Superintendent/Principal on behalf of the District and the Town Administrator on behalf of the Town or their respective designees.

C. Town-approved community groups (those approved by the Recreation Department) may be allowed to use the fields and facilities at the Clipper Community Complex, on a space available basis on such terms and conditions as the Town and District may agree from time to time and in exchange for the payment of fees mutually determined by the Town and District which said schedule is known as the School Facility Use Fee Schedule, shown in KF-E1 (Exhibit 3) This fee schedule may be altered or amended from time to time by agreement of the District Superintendent/Principal on behalf of the District and the Town Administrator on behalf of the Town or their respective designees.

D. Town-approved community groups are prohibited from using any of the fields and facilities in a manner or for a purpose which is not expressly approved in writing in advance by the Superintendent and Town Administrator or in violation of any rules and regulations governing the use and maintenance of the fields and facilities. Town-approved community groups shall also be prohibited from trading, assigning or subleasing their rights to any other person or entity without the express written consent of the Town Administrator and Superintendent. Any town-approved community group committing a violation of these provisions may, at the election of the Town Administrator and Superintendent be prohibited from future use of the fields and facilities at Clipper Community Complex.

E. The Town and District agree that it may be deemed necessary and/or convenient to add additional features and improvements to the Clipper Community Complex including new playing fields, bleachers and other supporting structures or spaces to enhance the use, enjoyment and accessibility of the Clipper Community Complex. All such construction or reconstruction shall be planned and performed in such a way as to minimize its impact upon the then ongoing use of the facility by the Town and the District and shall not be planned and performed without prior notice and consultation between the Town and the District.

2. TERM

This Agreement commences upon its execution and signing on behalf of the Town and the District. The Term of this Agreement shall be as long as there continues to be recreational sport activities played on the Clipper Community Complex by either the Town or the District.

3. MAINTENANCE AND REPAIR OF THE CLIPPER COMMUNITY COMPLEX; REVENUE

During the Term of this Agreement and subject to appropriation of sufficient funds for such purpose, the Town and District agree that the Town shall be principally responsible for the operation, patrolling, inspection and routine maintenance and repairs to the Clipper Community Complex to maintain the state-of-the-art playing conditions on the fields and facilities, reasonable wear and tear excepted. The Town and District further agree that the District, subject to appropriation of sufficient funds, shall be primarily responsible for the installation and removal of goalposts, the provision of and maintenance of secure soccer and lacrosse nets and other ancillary responsibilities relating thereto. The Town and District understand and agree that repair, maintenance and replacement of the field and other surfaces and other improvements may, from time to time, interrupt or disrupt the use of the fields and facilities at the Clipper Community Complex. In the event of any emergency situations or events which jeopardize public safety, the Town Administrator or Superintendent shall immediately notify the other and may take appropriate actions to close or terminate the use of the fields and facilities at the Clipper Community Complex.

Revenue generated from the turf rental replacement fees for the fields and facilities at the Clipper Community Complex shall be placed into a turf field Stabilization Fund (hereinafter the "Fund"). Monies in the Fund are to be used only for extraordinary, non-routine maintenance or repairs, and capital improvements and enhancements of the Clipper Community Complex. Expenditure of funds from this Fund shall only be made after approval by a majority vote of the School Committee on behalf of the District and the Norwell Board of Selectman on behalf of the Town followed by a two-thirds vote at a regular or special Town Meeting.

The Town, acting by and through its Director of Finance, Operations & Technology, shall maintain accurate and comprehensive records of all revenue from the turf rental replacement fees received from the Clipper Community Complex pursuant to this Agreement; and shall cause such records to be audited as part of the regular audits of the Town's records.

5. INSURANCE

During the Term of this Agreement, the Town will list the fields and facilities at the Clipper Community Complex on the Town's schedule of insured properties for its property and liability policies. The Town shall cause the District to be named as an additional insured on the Town's liability insurance with respect to the Clipper Community Complex.

6. CERTAIN OPERATIONAL MATTERS

All Town-affiliated groups and town community groups seeking to use the fields and facilities at the Clipper Community Complex shall be required to obtain a permit from either the Town or District. Upon issuance of any permit, the Town or District shall immediately provide a copy of the permit to the other. No person or entity, including the Town, the District and any person or entity using the Clipper Community Complex shall make any alterations to the fields or facilities (without prior written approval by the Town and District). The Town Administrator/designee and or Superintendent/designee shall have the right to require any user to obtain, at the user's cost and expense, a police or EMS detail during any use of the fields or facilities. The Town Administrator/designee and or Superintendent/designee shall have the right to require any user to obtain and pay for custodial or other similar services before, during and after any such use.

7. SOVEREIGN IMMUNITY

The Town and District shall require all users to acknowledge in their permits to use the fields and facilities at the Clipper Community Complex that the use of such complex by any persons or entities are undertaken by and pursuant to the Town's authority to promote and allow recreational use of public facilities and further that each of the Town and District are immune from suit on account of personal injury or property damage or loss arising from or relating to use of the Clipper Community Complex and ancillary Town and District property such as access streets, paths, ways, parking areas and similar areas.

8. MISCELLANEOUS

A. Amendment/Waiver. This Agreement shall not be amended, modified or revised unless done in writing and signed by an authorized agent of the District and an authorized agent of the Town.

B. Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

C. Governing Law. The laws of the Commonwealth of Massachusetts will govern this Agreement.

D. No Transfers. Neither the District nor the Town may transfer or assign this Agreement or its rights hereunder.

E. Notices and Actions. Unless otherwise specifically provided in this Agreement, any and all notices to or actions by the District and the Town shall be given to or undertaken by the Superintendent on behalf of the District and the Town Administrator on behalf of the Town, or their respective designees.

IN WITNESS WHEREOF, the parties have executed this Intra-Municipal Agreement this 9th day of June, 2014.

TOWN OF NORWELL, MASSACHUSETTS,

By its Board of Selectmen:

Ellen H. Allen
Ellen H. Allen, Chair

Jason Brown, Vice-Chair
David F. DeCoste
David DeCoste, Clerk

TOWN OF NORWELL, MASSACHUSETTS,

By its Board of Selectmen (cont'd):

Tammie Garner

Gregg McBride

NORWELL PUBLIC SCHOOLS

By its School Committee:

Kiersten H. Warendorf, Chair

Glenn C. Ferguson, Vice Chair

Mary Lou O'Leary, Clerk

Amy Koch

Alison Link

LISTS OF EXHIBITS:

Exhibit 1 - Policy KF: Community Use of School Facilities

Exhibit 2 - Regulations and Procedures KF-R

Exhibit 3 - School Facility Use Fee Schedule KF-E