

## INTER- MUNICIPAL AGREEMENT – L-S COMMUNITY FIELD

This Inter-Municipal Agreement (the "Agreement") is entered into pursuant to M.G.L. c. 40, § 4A, on the last day of execution below, by, between and among the **TOWN OF SUDBURY**, a municipal corporation, having its principal office at The Flynn Building, 278 Old **Sudbury** Road, **Sudbury**, MA 01776 (the "Town") and the **LINCOLN-SUDBURY REGIONAL SCHOOL DISTRICT**, a regional school district created under M.G.L. c. 71, §§ 15, *et seq.*, having its principal office at 390 Lincoln Road, Sudbury MA 01776 (the "District").

This Agreement is with respect to the financing, construction, maintenance and use of the field previously known as the LS football field, which is owned by the District and is located on the District's Central Campus adjacent to the Lincoln-Sudbury Regional High School. This natural turf football field has dimensions, which are smaller than required for other sports. Its surface is regularly destroyed after only 20-25 events in a normal sports season; therefore its use is severely restricted by factors that make it unplayable. Because of these conditions, the District has seldom been able to make this field available either to students or to the Town and the community for recreational activities. In addition, the Town of Sudbury has a critical need for new recreational resources to serve its youth and adult populations.

The District and the Town propose to create a new and expanded multi-use, recreation space at the site of the LS football field, which facility will be known as the L-S Community Field including without limitation the following elements (the "L-S Community Field Project"):

1. Remove the existing surfaces at the L-S Community Field and remove at least 18" of subsurface material;
2. Install new subsurface materials, new drainage and a complete new artificial turf system.
3. Expand the playing field surface to better accommodate accurate field measurements for a variety of sports.

4. The L-S Community Field will be permanently lined for football, soccer, girls lacrosse and boys lacrosse.
5. Install removable goal posts.
6. Relocate certain track and field pits.
7. Install a new running/walking track that will surround the new artificial turf multi-purpose field.
8. Significantly expand the amount and range of uses, users and hours of usage.

The District and the Town propose to finance the L-S Community Field Project with funding from three sources: Privately Raised Funds; District Funds; and Town Community Preservation Act Funds ("CPA Funds") of \$960,000.00. Under G.L. c. 44B, § 5, CPA Funds can be used for "the acquisition, creation and preservation of open space," where "open space is defined under G.L. c. 44B, § 2, to include, "land for recreational use," and "recreational use" is defined under G.L. c. 44B, § 2, to include "youth and adult sports, and the use of land as a park, playground or athletic field." This agreement will ensure a policy and procedure by which the L-S Community Field will be shared by both the District and the Town of Sudbury.

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

#### **1. CONSTRUCTION OF THE L-S COMMUNITY FIELD PROJECT**

Subject to the terms and conditions of this Agreement, on or before December 31, 2007, the District shall perform all work necessary and appropriate for the design, bidding, permitting, construction, landscaping and other related activities for the completion of the L-S Community Field Project (the "Work"). Once the Work is completed on the L-S Community Field Project for purposes of this Agreement the field shall be referred to as the "L-S Community Field."

#### **2. FUNDING OF THE L-S COMMUNITY FIELD PROJECT**

The estimated cost of the Work is \$1,700,000 (the "Estimated Project Cost"). The District agrees to accept private funds and expend these funds toward the Work. Upon (a) commitment to

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pay and/or payment to and acceptance by the District of Private Funds, inclusive of any in-kind contributions, (b) completion of the design, bidding, and (if required) permitting of the L-S Community Field Project, and (c) issuance by the District of the contracts for the construction of the L-S Community Field Project, the Town shall pay to the District CPA Funds equal to \$960,000 towards the cost of permitting, design and construction of the Work. The District shall accept and expend said CPA Funds solely for the purpose of performing the Work on the L-S Community Field Project.

The District shall complete the Work using the Private Funds, the CPA Funds, and additional District Funds raised and appropriated and/or borrowed by the District for that purpose. The District shall pay all costs over and above the Private Funds and the CPA Funds necessary to complete the Work, including without limitation any cost overruns relating to the L-S Community Field Project.

### **3. USE OF THE L-S COMMUNITY FIELD**

In return for its contribution of CPA Funds to the L-S Community Field Project, this Agreement provides throughout its Term and subject to the terms hereof for guaranteed access for the Town and Town-approved community groups (those approved by the Park & Recreation Commission) to use the L-S Community Field. The L-S Community Field will be one of several fields in the overall town field inventory that the Director of Park and Recreation can allocate as needed. Town-approved user groups who use The L-S Community Field will pay regular seasonal park and recreation fees. Town-affiliated user groups will use these fields for sports practices, sports events and other recreational activities such as Town sports leagues, instructional sports clinics, summer sports camps, tournaments, and the like. This Agreement also permits the District to expand its use of the L-S Community Field for school related sports practices and events and other recreational extracurricular activities (compared to the limited use the existing facility provides.)

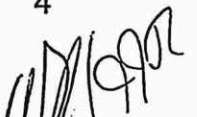
To minimize potential conflicts over the use of the L-S Community Field and to maximize the efficient and appropriate allocation of time slots (including prime afternoon, evening and weekend time slots), the Town and the District agree that throughout the Term of this Agreement, the Rules of Priority, attached as Exhibit 1, shall be used to allocate shared use of the L-S Community Field between the Town and the District. The Rules of Priority may be altered or amended from time to time by agreement of the District Superintendent/Principal and the Town Manager or their respective designees.

Throughout the Term of this Agreement, the Field Reservation Rules and Regulations, attached as Exhibit 2, shall govern the use of the L-S Community Field. Groups from outside of the Town and the District may be allowed to use the L-S Community Field, on a space available basis for the applicable fees. The Field Reservation Rules and Regulations may be altered or amended from time to time by agreement of the District Superintendent/Principal and the Town Manager or their respective designees.

The Town and the District agree that, upon completion of construction of the L-S Community Field Project in accordance with this Agreement, and during the Term of this Agreement, the L-S Community Field as provided herein will remain accessible and used as a playing field. Any further construction or reconstruction of the playing field, bleachers and surrounding structures or spaces may be conducted to enhance the use and accessibility to the L-S Community Field. Any such construction or reconstruction shall be planned and performed in such a way as to minimize its impact upon the regular use of the facility by the Town and the District and shall not be planned and performed without prior notice and consultation between the District and the Town.

#### **4. 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

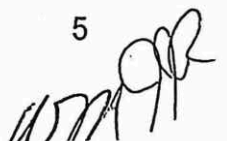
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activities played on the L-S Community Field by either the District or the Town. Upon payment by the Town of the CPA Funds hereunder, this Agreement shall guarantee the Town's irrevocable right to use the L-S Community Field in accordance with this Agreement during its Term subject to interruptions in such use as provided herein.

## **5. MAINTENANCE OF THE L-S COMMUNITY FIELD**

During the Term of this Agreement and subject to appropriation of funds for such purpose, the District shall perform all actions necessary to operate, patrol, inspect and perform routine maintenance and repairs to the L-S Community Field in its state-of-the-art playing condition, reasonable wear and tear excepted. Without limitation, but subject to appropriations, the District shall perform all actions necessary to install and remove goal posts, secure soccer and lacrosse nets and other ordinary and necessary maintenance activities to permit the safe and efficient use of the field for the purposes of this Agreement. It is understood that such repair, maintenance and replacement of the field surfaces and other improvements may interrupt or disrupt, during the period of time while such activities occur, the use of the L-S Community Field. Except for emergency situations or events which jeopardize public safety, there shall be no interruption of use of the L-S Community Field without prior notice and consultation between the District and the Town.

Revenue generated from field rental fees for use of the L-S Community Field by groups other than the District and Town approved user groups, shall be paid to the District and maintained in a newly created LSRHS L-S Community Field Revolving Fund. Monies in the Revolving Fund are to be used only for the extraordinary, non-routine maintenance, extraordinary repairs, improvements and enhancements of the L-S Community Field. Expenditure of funds from this Revolving Fund shall be subject to prior approval by both the LSRHS School Committee and the Sudbury Board of Selectmen.



The District shall maintain accurate and comprehensive records of all revenue received from L-S Community Field rental fees pursuant to this Agreement; and shall cause such records to be audited as part of the regular audits of the Town's records.

## **6. MAXIMUM FINANCIAL LIABILITY**

The maximum financial liability of the Town and the District under this Agreement shall be as specified in the respective votes of the Sudbury Town Meeting and the District School Committee to authorize this Agreement. To satisfy their respective obligations under this Agreement, the Town and the District, when duly authorized to do so in accordance with the provisions of applicable law, may raise money by any lawful means.

## **7. FINANCIAL SAFEGUARDS**

The Town and the District agree that the following financial safeguards shall apply to this Agreement and shall be sufficient for all purposes.

Until the completion of construction of the L-S Community Field Project, acceptance of the Work by the District, and payment of all contractors and subcontractors with respect thereto:

- The District shall maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions made and received in connection with this Agreement; shall require that all bills and payrolls submitted for work done under this Agreement shall be plainly marked to indicate that the work was done under authority hereof; shall provide an annual financial report with respect thereto to the Town if required by law; and shall cause such records to be audited as part of the regular audits of the District's such records; and
- The Town shall maintain accurate and comprehensive records of all CPA Funds appropriated and expended pursuant to this Agreement; and shall cause such records to be audited as part of the regular audits of the Town's records.

Thereafter, during the Term of this Agreement, the Town and the District shall maintain

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accurate financial records of any revenues and expenses associated with this Agreement; and shall cause these records to be audited as part of the regular audits of their respective financial records.

The amount of CPA Funds and other contributions received by the District and/or any reimbursement made by the District under this Agreement shall be accounted for on its books pursuant to General Laws Chapter 40, Section 4A, and /or Chapter 44, Section 53A, as applicable.

All records kept by the Town in regard to the expenditure of CPA funds related to this project, and all records kept by the District in regard to the expenditure of said funds, shall be available for inspection upon request.

#### **8. INSURANCE.**

During the Term of this Agreement, the District will list the L-S Community Field on the District's schedule of insured properties for its property and liability policies. The District shall cause the Town to be named as an additional insured on the District's liability insurance arising out of its interest in the L-S Community Field property under this Agreement. During the Term of this Agreement, the Town will list the L-S Community Field 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 L-S Community Field.

#### **9. CERTAIN OPERATIONAL MATTERS.**

Any necessary permits or licenses needed to use the L-S Community Field by any person or entity shall be obtained by the persons or entities intending to use the field and copies shall be provided to the Town and the District. The Town, the District and any person or entity using the L-S Community Field shall not make any alterations to such field. To the extent any large scale or unusual use (as reasonably determined by either the Town or the District) of the L-S Community Field is contemplated by any person or entity, the District and/or the Town shall have the right to

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require a police presence and/or that custodial or other similar services be provided and in each case paid for by such users with respect to such use. The payment of police details, custodial services, field and track lighting, and other complimentary services will be paid for by L-S Community Field Users.

#### **10. SOVEREIGN IMMUNITY.**

It is expressly understood and agreed, and all users of the L-S Community Field shall be advised, that the use of such field by any persons or entities other than District activities 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 District and the Town have sovereign immunity and statutory immunity as provided under Massachusetts law with respect to any use of the L-S Community Field and ancillary District property such as access ways, the parking areas and the like.

#### **11. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot 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. No provision may be waived except in a writing signed by both parties.

(b) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the L-S Community Field Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(c) **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.

(d) **Governing Law.** The laws of the Commonwealth of Massachusetts will govern this Agreement.

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(e) **No Transfers.** Neither the Regional School District nor the Town may transfer or assign this Agreement or its rights hereunder.

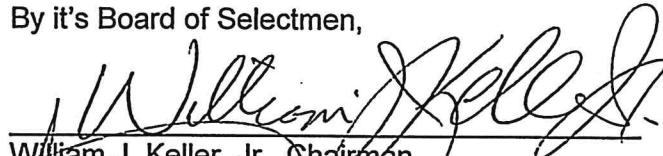
(f) **Extraordinary Repairs, Alterations, and Improvements.** Extraordinary repairs, alterations, or improvements will not be planned without consultation between the Town and the District and shall not be performed without the approval of both the LSRHS School Committee and the Sudbury Board of Selectmen.

(g) **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 District Superintendent/Principal on behalf of the District and the Town Manager on behalf of the Town, or their respective designees.

IN WITNESS WHEREOF, the parties have executed this Inter-Municipal Agreement this 19<sup>th</sup>  
day of December, 2006.

**TOWN OF SUDBURY, MASSACHUSETTS,**

By it's Board of Selectmen,

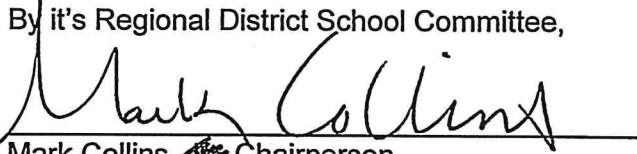
  
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William J. Keller, Jr., Chairman

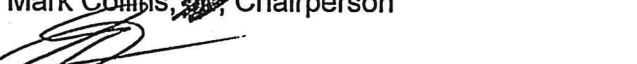
  
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John C. Drobinski

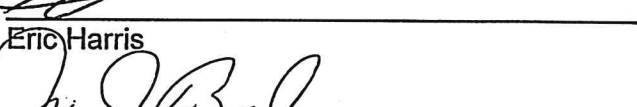
  
\_\_\_\_\_  
Lawrence W. O'Brien


**LINCOLN-SUDBURY REGIONAL SCHOOL DISTRICT**

By it's Regional District School Committee,

  
\_\_\_\_\_  
Mark Collins, ~~Chair~~ Chairperson

  
\_\_\_\_\_  
Eric Harris

  
\_\_\_\_\_  
John J. Ryan, Jr.

  
\_\_\_\_\_  
Patricia Mostue

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Eileen Glosky

  
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Lauri B. Wishner

**LIST OF EXHIBITS**

Exhibit 1 – L-S Community Field Rules of Priority

Exhibit 2 – L-S Community Field Reservations: Rules and Regulations

## EXHIBIT 1 - L-S COMMUNITY FIELD RULES OF PRIORITY

The District shall receive priority for use of the L-S Community Field on LSRHS school days. Community groups are encouraged to use the L-S Community Field in the evenings and at other times when available.

Unless altered or amended by agreement of the District Superintendent/Principal and the Town Manager or their respective designees, the following Rules of Priority shall be used to allocate shared use of the L-S Community Field between the Town and the District throughout the term of this Agreement:

- In allocating time slots between and among the District and the Town, the Town and the District shall be guided by the principle that the L-S Community Field shall be a shared recreational resource designed to promote and sustain a vibrant and diverse array of intra-scholastic, inter-scholastic, town and community sporting and recreational events to promote the health and well-being of the Town's and the District's students, youth, adults, and families. Accordingly, the Town Manager and the District Superintendent/Principal, or their respective designees, shall agree upon a balanced allocation schedule between the District and the Town that takes into account seasonal sports needs, increased summer flexibility and hours when school is out and days are longer, and other considerations appropriate to reaching an annual equitable balance between the District and the Town.
- In or about each December and May, the Town of Sudbury Park and Recreation Director and the Lincoln-Sudbury Athletic Director (or their designees) shall conduct a joint scheduling meeting for Town and District controlled fields, including the L-S Community Field. This will include any evening, holiday and vacation use of the L-S Community Field. Any conflicts in the use of the L-S Community Field will be resolved by consensus with priority given to the District for unanticipated District athletic events.

- The Town of Sudbury Park and Recreation Department shall receive priority in scheduling events throughout the day on Saturdays and Sundays and evenings that have not already been previously scheduled for District use.
- The Town of Sudbury Recreation Department shall receive priority for use of the L-S Community Field for ten (10) weeks during each summer, beginning after the close of the school year. Additionally, the District shall receive priority to schedule events beginning two weeks prior to the starting date of school.
- During the school spring vacation (typically scheduled in April), the Town of Sudbury Park and Recreation Department shall receive priority for use of the L-S Community Field.
- The District shall receive priority for use of the L-S Community Field during post-season MIAA Tournament play. These weeks are roughly the first three weeks of November and the first three weeks of June.
- District-sponsored activities will have free access to the L-S Community Field. Town of Sudbury Park and Recreation Department approved activities, including but not exclusively youth and adult sports leagues, will pay standard Park and Recreation Department user fees for use of the L-S Community Field.
- Groups from outside of the Town of Sudbury Park and Recreation Department and the District will be able to use the L-S Community Field, on a space available basis, pursuant to the LS Field Reservation Rules and Regulations, Field Request Form.
- For any of the time specifically reserved for the use of the Town of Sudbury Park and Recreation Department, the Town reserves its right to waive all or a portion of its time in any year without waiving future years' rights to the same time.

## **EXHIBIT 2 - L-S COMMUNITY FIELD RESERVATIONS: RULES AND REGULATIONS**

The Lincoln-Sudbury Regional School District and the Town of Sudbury are proud of our ability to offer our community a shared recreational resource in the L-S Community Field. This resource is designed to promote and sustain a vibrant and diverse array of intra-scholastic, inter-scholastic, Town, and community sporting and recreational events to promote the health and well-being of the Town's and District's students, youth, adults, and families.

As noted earlier, the overall scheduling of the field will occur in meetings between the Sudbury Park and Recreation Department and the Lincoln-Sudbury Athletic Department. These meetings will be held in or around December and May of each year, and on an as-needed basis beyond that.

When scheduled use of the field by non-District users will require special or additional services, whether they be technical, custodial, or supervisory, appropriate charges may be required of the user to cover the costs of District personnel and utility use.

### **Rules for Usage, and Revocation of Permits**

The following are the rules of usage for the Community Field, which should be observed and adhered to by all users at all time. Violation of these may result in the revocation of a field reservation permit:

- use of alcohol on or around the field site, or school parking lot, strictly prohibited;
- use of any controlled or illegal substance at the field site or parking lot is likewise strictly prohibited;
- tobacco, and all tobacco products, are prohibited by state law on school grounds at all times, a prohibition which includes the community field;
- groups using the field must make sure to remove all litter and trash following the use of the field;

- spectators or participants may not park on the field, or any grass areas surrounding the field;
- foul, obscene, or abusive language is not permitted on or around the field at any time, during any event.

In general, respectful, civil, and responsible behavior is expected at all times and at all events, and field permits may be revoked for violation of the protocols listed above, as well as for any conduct or behavior deemed inappropriate, disruptive, or irresponsible.

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## AMENDMENT TO THE INTER-MUNICIPAL AGREEMENT – L-S COMMUNITY FIELDS

This Amendment to the Inter-Municipal Agreement (the "Agreement") is entered into pursuant to M.G.L. c. 40, § 4A, on the last day of execution below (the "Amendment Date"), by and among the **TOWN OF SUDBURY**, a municipal corporation, having its principal office at The Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 (the "Town"), and the **LINCOLN-SUDBURY REGIONAL SCHOOL DISTRICT**, a regional school district created under M.G.L. c. 71, §§ 15, *et seq.*, having its principal office at 390 Lincoln Road, Sudbury MA 01776 (the "District").

WHEREAS, on December 19, 2006, the Town and the District entered into the Agreement related to the financing, construction, maintenance and use of the field previously known as the L-S football field (the "L-S Community Field"). The Community Field was financed using District funds, private donations, and Community Preservation Act Funds ("CPA Funds") from the town of Sudbury.

WHEREAS, the District and the Town propose to make substantial improvements to the softball field (the "Softball Field") owned by the District and is located on the District's Central Campus adjacent to the Lincoln-Sudbury Regional High School. This field has an uneven playing surface, lacks irrigation, and lacks an electrical source. Such improvements will greatly enhance the functional capacity and longevity of the facility.

WHEREAS, the District and the Town propose to finance the improvements to the Softball Field from privately raised funds and \$256,000 of CPA Funds from the Town.

WHEREAS, the District and the Town desire to amend the Agreement to establish policies and practices under which the Community Field and the Softball Field would be used and shared by the District and the Town.

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

### **12. (new) SOFTBALL FIELD IMPROVEMENT PROJECT**

Subject to the terms and conditions of the Agreement, on or before August 31, 2014, the District shall perform all work necessary and appropriate for the design, bidding, permitting, construction, landscaping and other related activities for the completion of the improvements to the Softball Field described in Exhibit 1 (the "Softball Field Improvement Project"). Upon completion of the Softball Field Improvement Project, the Softball Field shall become subject to this Agreement and all references herein to the "Community Field" shall be deemed to include both the Community Field and the Softball Field (the "L-S Community Fields").



The estimated cost of the Softball Field Improvement Project is \$300,000. The District agrees to accept private funds and expend these funds toward the Softball Field Improvement Project. Upon (a) commitment to pay and/or payment to and acceptance by the District of private funds, inclusive of any in-kind contributions, (b) completion of the design, bidding, and (if required) permitting, and (c) issuance by the District of the contracts for the construction of the Softball Field Improvement Project, the Town shall pay to the District CPA Funds of no more than \$256,000 towards the cost of permitting, design and construction of the Softball Field Improvement Project. The District shall accept and expend said CPA Funds solely for the purpose of performing the Softball Field Improvement Project.

The District shall complete the Softball Field Improvement Project using private funds and the CPA Funds referred to in the preceding paragraph.

**13. (new) AMENDED TERM**

This Amendment commences upon the Amendment Date and shall continue for as long as there continues to be recreational sport activities played on the L-S Community Fields by the District or the Town. Upon payment by the Town of the CPA Funds hereunder, this Agreement shall guarantee the Town's irrevocable right to use the L-S Community Fields in accordance with the Agreement during its Term subject to interruptions in such use as provided herein.

All other provisions of the Agreement shall remain in full force and effect.