

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a Sponsorship Agreement for a period of ninety-nine (99) years, relative to Manning Field Complex, located at the junction of Edson Street and Manning Road. The sponsor will be allowed to use the existing field and construct additional recreational opportunities.

Lowell Catholic High School submitted a proposal and meets all of the requirements as outlined in the specifications; said Sponsorship Agreement shall be in the form, or substantially the form attached hereto.

NOW, THEREFORE, BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager be and she is hereby authorized to enter into a Sponsorship Agreement with Lowell Catholic High School for a period of ninety nine (99) years relative to the Manning Field Complex, located at the junction of Edson Street and Manning Road. The sponsor will be allowed to use the existing field and construct additional recreational opportunities, pursuant to a Request for Proposals which was issued by City of Lowell "Manning Field Sponsorship RFP-18-65.

BE IT IS FURTHER VOTED:

That the Sponsorship Agreement shall contain such other terms and conditions as the City Manager deems to be in the best interest of the City of Lowell.

This AGREEMENT made and entered into this Twenty-eighth day of June, 2018, by and between LOWELL CATHOLIC HIGH SCHOOL, INC., a school with a principal place of business at 530 Stevens Street, Lowell, MA 01851, hereinafter called "CONTRACTOR", and the CITY OF LOWELL, a municipal corporation duly established by law and located in the County of Middlesex and Commonwealth of Massachusetts, acting by and through its City Manager, hereinafter called "CITY" WITNESSETH: That

WHEREAS, the CITY issued its Request for Proposals to provide a sponsorship for the Manning Field Complex located at the junction of Edson Street and Manning Road, and the sponsor will be allowed to use the existing field and construct additional recreational opportunities, as required by the CITY; and

WHEREAS, the CONTRACTOR represents that it is duly qualified in this field, and has agreed to perform such services for the City, when requested by the City Manager or her duly appointed designee; and

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, as follows:

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The CONTRACTOR agrees that it will furnish all the necessary labor, equipment, tools, appliances and materials to provide a sponsorship for the Manning Field Complex located at the junction of Edson Street and Manning Road, and the sponsor will be allowed to use the existing field and construct additional recreational opportunities, as directed by the City Manager, during the period commencing upon execution hereof and terminating ninety-nine (99) years thereafter, in strict accordance with the Specifications, and will perform such work in a good workmanlike manner.

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The Request for Proposals, the Specifications, and the Proposal are annexed hereto and marked "A", "B", and "C", respectively, and made a part of this Agreement.

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Such services under this Agreement will be performed as expeditiously as possible in a good and workmanlike manner under the supervision of, and to the satisfaction of the City Manager. The CONTRACTOR agrees that it will furnish all the necessary materials and do all other related services in connection therewith.

The CONTRACTOR agrees to maintain all playing fields and grounds currently existing and to be constructed at its expense.

The CONTRACTOR included the entitled "Appendix A, Proposed Manning Field Complex" and proposes capital improvements of the construction of two natural turf fields that will be used for soccer and lacrosse teams, a new relocated parking lot southwest of the softball fields, and graded trails through the wooded section of the property. These improvements will occur in the next four years as set forth in the CONTRACTOR'S proposal. The CONTRACTOR and the CITY understand that the CONTRACTOR needs approvals from the Lowell Conservation Commission and Planning Board for these capital improvements.

In exchange, the CITY and its residents will be able to use the Manning Field property between the hours of 8:00 am to 3:00 pm during the fall and spring, and all day from the third week of June through the second week in August and the schedule set forth in the CONTRACTOR'S proposal. The CONTRACTOR will provide the Lowell Parks Department with their game schedules as soon as they are set and to ask permission to use the fields if needed at times other than scheduled.

Failure to comply with the terms of the Request for Proposals will result in termination of this Agreement.

The CONTRACTOR agrees that its attention has been called to the provisions of the "Reserve System" Ordinance of the City of Lowell, which is now incorporated in the "The Code of Ordinances City of Lowell, Massachusetts", passed by the City Council on December 23, 2008 and Amendments Thereto and that each purchase order, so-called, issued in accordance with Section 28-32 of said Code to cover the services to be rendered under this Agreement shall be made a part hereof by reference. It is further agreed that no obligation shall be considered to have incurred under this Agreement unless and until a purchase order shall have been duly issued and approved.

And further, that the obligation incurred shall be limited to the amount set forth in the purchase order or purchase orders duly issued and approved.

The CONTRACTOR shall give its attention constantly to the faithful performance of the work and shall keep the same under its personal control and shall not assign nor sublet the work or any part thereof without the previous written consent of the City of Lowell and shall not, either legally or equitably, assign any of the moneys payable under this Agreement or its claim thereto unless by and with the written consent of the City of Lowell.

This Contract is subject to all laws, federal, state and local, which are applicable to this Contract, and it is presumed that the CONTRACTOR is cognizant thereof.

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The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

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It is further agreed by the CONTRACTOR that, in the event the CITY is sued in a court of law or equity, or demand is made upon the CITY for payment of any damages arising out of the CONTRACTOR'S performance or non-performance of this Contract, then the CONTRACTOR, without reservation, shall indemnify and hold harmless the CITY against any and all claims arising out of the CONTRACTOR'S performance or non-performance of the Agreement.

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It is further agreed that the City of Lowell may terminate this Agreement without cause, upon fourteen (14) days' written notice to the other party, sent by certified mail, to the usual place of business of the other party. The City may also terminate this Agreement at any time for cause.

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It is understood and agreed by the CITY and the CONTRACTOR that pursuant to the Code of the City of Lowell, Chapter 28, Article V, a Contract Performance Record Form must be completed on this contract by the Department Head or his/her designee, who is supervising this contract, and such Contract Performance Record Form must be submitted to the City Manager, City Auditor, and Purchasing Agent prior to release of final payment under this contract. If requested by the CONTRACTOR a copy of the Contract Performance Record Form shall be furnished to the CONTRACTOR.

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The undersigned certifies under penalties of perjury that all municipal fees, including real estate taxes, due and owing to the City of Lowell have been paid in full.

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All fees for permits or licenses required for this project by the City, or any other agency, shall be an expense of the CONTRACTOR and shall not be waived.

IN WITNESS WHEREOF, the said LOWELL CATHOLIC HIGH SCHOOL, INC., and the said CITY OF LOWELL have hereto and to a duplicate and triplicate hereof, caused their corporate seals to be affixed, if any, and these presents, together with said duplicate and triplicate, to be signed in their name and behalf by their duly authorized officers the day and year first above written.

APPROVED:

LOWELL CATHOLIC HIGH SCHOOL, INC.

Eileen M. Donoghue
City Manager

By _____

Federal I.D.or Social Security No.

APPROVED AS TO FORM:

CITY OF LOWELL

Christine P. O'Connor
City Solicitor

Conor Baldwin
Chief Financial Officer

Date: _____

Bryan Perry
City Auditor

P. Michael Vaughn
Chief Procurement Officer



APPENDIX A
PROPOSED MANNING
FIELD COMPLEX



Eileen M. Donoghue
City Manager

July 6, 2018

Mayor William J. Samaras
And
Members of the Lowell City Council

Dear Mayor Samaras and Members of the Lowell City Council,

I hereby submit for approval a vote to enter into a sponsorship agreement with Lowell Catholic High School (LCHS) regarding the use of the Manning Field Complex. In February, the City issued an RFP (RFP 18-65) seeking proposals to provide a sponsorship for the Manning Field Complex, located at the junction of Edson Street and Manning Road.

The most highly advantageous proposal was submitted by LCHS and presents the city with an opportunity to enter into a mutually beneficial partnership with LCHS. LCHS's athletic program has expanded, significantly, over the past several years and securing outdoor venues for their fall and spring sports has become a likewise increasing challenge. Conversely, the Manning Field Complex in Lowell has been underutilized and is in need of both maintenance and upgrades.

As part of their submission, LCHS has proposed seeking private funding and grants for the materials required to improve the site, including parking. They will also work with the city to share in the cost of other services to bring the athletic complex to an improved standard, while maintaining the opportunity for the public to utilize the space.

Please do not hesitate to let me know if there are any questions.

Sincerely,

Eileen M. Donoghue
City Manager

cc: Conor Baldwin, Chief Financial Officer
Jim Donison, DPW Commissioner