



GLOUCESTER CITY COUNCIL CALENDAR OF BUSINESS
TUESDAY, September 27, 2022
6:00 PM
REMOTE MEETING
COUNCIL MEETING #2022-018

Consistent with chapter 107 of the Acts of 2022, this meeting will be conducted by remote participation. The public may not physically attend this meeting but every effort will be made to allow the public to view and listen to the meeting in real-time and participate when necessary.

Join from Computer, Smart Device: <https://gloucester-ma-gov.zoom.us/j/82589277056>

Join via Phone: 1-929-205-6099 or 1-301-715-8592

Meeting ID: 825 8927 7056

Please visit <http://gloucester-ma.gov/remote-public-meetings> for instructions and guidance on how to join a remote meeting

UNANIMOUS CONSENT CALENDAR

ACTION

• **COMMUNICATIONS/INVITATIONS**

1. Memorandum from CFO re: Memorandum of Agreement between the City of Gloucester and Young Legends Street Hockey, Inc.

(Info Only)

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Nine Dale Avenue
Gloucester, MA 01930



TEL 978-281-9700
mayor@gloucester-ma.gov

CITY OF GLOUCESTER
OFFICE OF THE MAYOR

TO: City Council
FROM: Jill Cahill, Chief Administrative Officer
DATE: September 27, 2022
RE: Young Legends Street Hockey, Inc.

2022 SEP 27 AM 11:48
CITY CLERK
GLOUCESTER, MA

Mayor Verga is pleased to share with you that we have successfully negotiated a Memorandum of Agreement (MOA) between the City of Gloucester and the youth sports organization, Young Legends Street Hockey, Inc.

By way of background, Young Legends is a nonprofit organization located in the City of Gloucester offering street hockey lessons and teams as a youth sport. The program has between eighty and one hundred (80-100) players per season and approximately twenty (20) volunteer high school and college student coaches. Young Legends seeks to offer more opportunities to youth and adults and to grow the sport of street hockey within the community.

For the past number of years, Young Legends has used the Stage Fort Park basketball court as its playing area. In 2019, due to the deteriorating condition of the basketball court and growth of the sport, Young Legends submitted a proposal to the City to convert the basketball court to a street hockey rink for the use of its programs and all members of the community.

With the approval of the Romeo-Theken administration for the use of Stage Fort Park, Young Legends applied for and received a grant from the Gloucester Community Preservation Fund in the amount of \$100,000 for the purpose of paying for a portion of the boards and tiles to be used in the construction of the rink. Young Legends submitted a Rink Development Project budget indicating that the total project cost will be \$631,201.15. Young Legends represented that it would be responsible for fundraising the remaining cost of the project, make the improvements and donate the work to the City of Gloucester.

Upon taking office in 2022 it came to the attention of Mayor Verga that there was no formal agreement in place with Young Legends putting both entities at risk. In order to protect the interest of the City of

Gloucester and the taxpayers, and with the goal of moving this project forward to completion, the City entered into discussions with Young Legends to establish a MOA.

The MOA, signed by both parties on September 21, 2022, establishes guidelines for the construction, donation, use and maintenance of the rink. Some highlights include:

- Young Legends will submit to the City construction plans, and a fundraising plan for the completion of the project.
- Young Legends will not perform work without proper building permits.
- Upon completion of the rink, Young Legends agrees to donate to the City of Gloucester the materials, labor and work performed in connection with the improvements to Stage Fort Park for the installation and completion of the street hockey rink. The donation shall be completed through a request to the Mayor and City Council for the acceptance of the donation. This is the process used for similar projects like playgrounds, etc.
- The City of Gloucester, through the Department of Public Works (the “DPW”), maintains control, custody, and authority over the Street Hockey Rink at all times. The DPW may establish rules and regulations regarding the use of the rink, a use scheduling system, and set fees for the use of the rink. All user fees shall be paid to the City of Gloucester.
- Youth Legends shall submit a request to the DPW for scheduling its time to use the rink on an annual basis.
- At all other times, the rink shall be available for the public as a public recreational facility and will also be available to other user groups for scheduled games or activities.
- Young Legends shall submit to the DPW for approval an annual maintenance plan for the rink which shall include details regarding funding and scheduling of the ordinary maintenance and repair of the rink.
- This agreement does not establish any priority, discount or other agreement with regard to parking fees at Stage Fort Park or any other city owned parking area or street.

The MOA also contains language related to expectations for general conduct, following established park rules and liability protections.

I have attached a copy of the MOA for your information. If you have any further questions please reach out to me directly.

The administration looks forward to a positive working relationship with Young Legends and is grateful for the recreational opportunities they have made possible in our community.

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF GLOUCESTER
AND YOUNG LEGENDS STREET HOCKEY INC.**

This Agreement is entered into on this 21st of September, 2022, between the City of Gloucester (the “City” or “Gloucester”), a municipal corporation with a principal place of business at 9 Dale Avenue, Gloucester, Massachusetts, and Young Legends Street Hockey, Inc., 5 Bray Street, Gloucester, Massachusetts (“Young Legends”) regarding the conversion and management of the basketball court located at Stage Fort Park to a Street Hockey Rink.

WHEREAS, Young Legends is a 501(c)(3) nonprofit organization located in the City of Gloucester offering street hockey lessons, yearly street hockey leagues, skill development, conditioning and off-court mentorships. The program has between eighty and one hundred (80-100) players per season and approximately twenty (20) volunteer high school and college student coaches. Young Legends seeks to offer more opportunities for youth and adults and to grow the sport of street hockey within the community.

WHEREAS, for 18 years, Young Legends has used the Stage Fort Park basketball court as its playing area. In 2019, due to the deteriorating condition of the basketball court and growth of the sport, Young Legends submitted a proposal to the City to convert the basketball court to a street hockey rink for the use of its programs and all members of the community (the “Project”).

WHEREAS, in 2019, Young Legends applied for Gloucester Community Preservation funds to pay for a portion of the Project. Young Legends submitted a Rink Development Project budget indicating that the total project cost will be \$631,201.15. Young Legends received a grant from the Gloucester Community Preservation Fund in the amount of \$100,000 for the purpose of paying for a portion of the boards and tiles to be used in the construction of the rink. Young Legends represented that it would be responsible for fundraising the remaining cost of the project, make the improvements and donate the work to the City of Gloucester.

NOW THEREFORE, the parties mutually agree as follows:

1. Construction of the Street Hockey Rink.

- a. Young Legends shall provide the City with detailed plans of improvements made and proposed to be made to the basketball court for the conversion to a street hockey rink. A financial accounting of the contracts entered into and payments made for the work shall also be submitted to the City through the General Counsel’s office
- b. Young Legends shall provide the City, through the General Counsel, with details on its fundraising plans to pay the expenses already incurred in the project. Young Legends shall not make any improvements to City property or have any goods or supplies delivered to City property until it has provided the City with documentation that the work or goods

and supplies have been paid for or that Young Legends has sufficient funds available for payment of the expenses proposed to be incurred.

- c. Young Legends shall covenant and promise that all work shall be properly permitted and the proper plans submitted to the Inspectional Department.
- d. Young Legends agrees that no further work shall be performed until proof of insurance is submitted along with this MOU, and the plans and permits issued have been reviewed and approved by the City.
- e. At the completion of the street hockey rink, Young Legends shall submit an as built plan to the City for review and obtain a certification of occupancy from the Building Inspector.

2. Signage.

- a. Prior to submitting any plans for signs to the Inspectional Services Department for installation or placement on City property, the signs shall be submitted to the Director of the Department of Public Works for approval. Young Legends agrees and understands that it has no authority to bind the City or agree to the installation of any signage on City property.
- b. The City retains full control and authority regarding the content, design, style and size of all signs, insignia and lettering proposed for the rink. No signs shall or lettering shall be affixed to any portion of the rink or property of the City until the City has provided written approval and the proper permits have been obtained.
- c. Upon approval of the Department of Public Works, Young Legends may sell advertising, subject to the approvals above, and shall retain any funds raised through said advertising.

3. Donation of Street Hockey Rink.

- a. Upon completion of the rink, Young Legends agrees to donate to the City of Gloucester the materials, labor and work performed in connection with the improvements to Stage Fort Park for the installation and completion of the street hockey rink. The donation shall be completed through a request to the Mayor and City Council for the acceptance of the donation.
- b. Upon acceptance of the donation and the issuance of a certificate of occupancy from the Building Inspector, Young Legends shall have priority scheduling of the rink for conducting its programming. At times when Young Legends is not scheduled to use the rink, it shall be available to any other user who files the appropriate application with Department of Public Works.

4. Use and Control of Street Hockey Rink.

- a. The City of Gloucester, through the Department of Public Works (the "DPW"), maintains control, custody, and authority over the Street Hockey Rink at all times. The DPW with the advice of Young Legends and other stakeholders shall establish rules and regulations regarding the use of the rink, a use scheduling system, and set fees for the use of the rink. All user fees shall to use the rink shall be paid to the City of Gloucester. Young Legends shall not be charged user fees.
- b. At the beginning of its season, at quarterly intervals and two months prior to the start of a season, Young Legends shall submit a request to the DPW for scheduling

its time to use the rink. At all other times, the rink shall be available for the public as a public recreational facility and will also be available to other user groups for scheduled games or activities.

- c. Young Legends shall submit to the DPW for approval an annual maintenance plan for the rink which shall include details regarding funding and scheduling of the ordinary maintenance and repair of the rink. The Parties shall meet and confer on an ongoing basis regarding the need for any immediate repairs.
- d. This agreement does not establish any priority, discount or other agreement with regard to parking fees at Stage Fort Park or any other city owned parking area or on street parking.

5. General Conduct.

- a. Young Legends, its board, officers, agents, volunteers, successors and assigns agree that when present on City property it shall adhere to the following guidelines regarding its conduct:
 - i. to not engage in harsh language and rudeness,
 - ii. to exhibit a professional and appropriate attitude and demeanor,
 - iii. to not use or be under the influence of alcohol, cannabis or cannabis related products or illegal drugs, or tobacco,
 - iv. to not possess weapons or firearms at City events or on City property,
 - v. to refrain from the inappropriate use of language and profanity.
- b. Young Legends, its employees, board, officers, and volunteers agrees that it shall not discriminate against any person on the basis of race, color, age, marital status, national origin, gender, creed, sexual orientation, or physical or mental disability as provided by State and Federal Law.

6. Liability and Indemnification.

- a. Young Legends covenants that it is qualified to engage in the activities of its organization, conduct amateur sport activities and any other activities as contemplated by this agreement and now is, and shall at all times while this Agreement is in effect, be duly permitted by law to perform such services, and all personnel, if any, engaged in this Agreement shall be qualified, licensed if necessary, and so permitted to do the work they perform.
- b. Young Legends agrees to pay all debts for labor and/or services and materials procured, if any, and for the rental of any office space, equipment or machinery hired by it, if any, for and on account of the services to be performed hereunder; Young Legends shall have no capacity to bind the City in any contract nor to incur liability on the part of the City, and if Young Legends employs or proposes to employ any person or persons during the term of this Agreement, the employment or proposal shall not obligate the City in any manner to any such employee.
- c. Young Legends covenants with the City that it shall be solely responsible for the

conduct, health and safety of its employees, if any, during the term of this agreement.

- d. To the fullest extent permitted by law, Young Legends shall fully indemnify, defend and hold harmless the City of Gloucester, including its officers and employees, from any and all suits, claims, demands, liabilities, liens and causes of action, including any costs, expenses or fees of attorneys or experts, for or on account of any injury to persons, damage to property, fines, penalties, assessments or any loss of whatever kind or nature arising out of or in consequence of the performance of the Activities under this Agreement, caused in whole or in part by any act or omission of Young Legends or anyone directly or indirectly employed by it or anyone for whose acts Young Legends may be liable, regardless of whether it is caused in part by a party indemnified hereunder. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by Young Legends under contract.

7. Insurance

- a. Young Legends shall procure the following required insurance:

INSURANCE TYPE	COVERAGES	LIMITS
General Liability		
COMPREHENSIVE FORM	Premises/Operations	Each Occurrence \$ 1,000,000
BROAD FORM PROPERTY DAMAGE	Underground, Explosion, & Collapse (UEC) Hazard Products/Completed Operations (<i>shall also by endorsement extend to the City's status as an additional insured</i>)	
PERSONAL INJURY	Independent Contractors Combined Aggregate Limits Shall apply "per project" Waiver of subrogation Clause/Endorsement Severability of Interests Clause/Endorsement	Aggregate \$ 2,000,000
Automobile Liability		
BODILY INJURY & PROPERTY DAMAGE	All Owned Vehicles Hired Vehicles Combined Non Owned Vehicles Waiver of subrogation Clause/Endorsement Severability of Interests Clause/Endorsement	\$ 1,000,000
Workers Compensation & Employers Liability		
PART A	As Required by State of Massachusetts	
	Each Accident	\$ 500,000
PART B	Bodily Injury by Disease (Policy Limit)	\$ 500,000
	Bodily Injury by Disease (Each Employee)	\$ 500,000

- b. The City shall be named as additional insured on all policies of insurance required by this Agreement, to the extent such coverage is available. All policies required by this Agreement where the City is named as an additional insured shall contain

language that the insurance is primary and non-contributory with regard to other insurance that may be available to the City. Young Legends expressly agrees to obtain and maintain all required policies and coverages in place and valid for the entire term of the contract period, during any applicable warranty period and any further time as required by the contract documents. In addition to certificates, Young Legends agrees to provide the City with any evidence of insurance requested, including copies of policies or specific endorsements, upon request by the City or its representative.

- c. The City is not liable for any losses or damages incurred or caused by or in connection with the activities of Young Legends in engaging in the improvements to the street hockey rink or in operating its street hockey program.

8. Neither party shall have the authority to bind the other nor shall the City take any action that may compromise the charitable status of Young Legends.

9. Neither party may terminate this Agreement without giving thirty (30) days' written notice to the other party and an opportunity to address the complaining party's concern.

Agreed to:

City of Gloucester



Mayor Greg Verga

Young Legends
Street Hockey, Inc.

By:


