

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE TOWN OF ARLINGTON REDEVELOPMENT BOARD,
AND
THE TOWN OF ARLINGTON OFFICE OF THE COMPTROLLER**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made this ____ day of December, 2021, by and between the Town of Arlington’s Redevelopment Board (“Redevelopment Board”) and the Town of Arlington’s Office of the Comptroller (“Comptroller”) may hereafter be referred to as “Party” or “Parties.”

WHEREAS, the property located at 20 Academy Street Suite 202A (“the property”) is owned and managed by the Redevelopment Board; and

WHEREAS, certain employees from the Comptroller’s Office will begin use of the property for their regular and customary work as employees of the Town of Arlington; and

WHEREAS, the parties seek to set forth the parameters for their use of the property for official Town of Arlington business so that any impact on the neighborhood and its residents will be minimized;

WHEREAS, an “ordinary work day” shall be defined as a Monday, Tuesday, Wednesday, Thursday or Friday between the hours of 8:30 A.M. and 5:00 P.M;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

SECTION 1. ORDINARY WORK DAY USE OF 20 ACADEMY STREET BY TOWN OF ARLINGTON EMPLOYEES.

A. Beginning on or about December __, 2021, the property will be used by certain Town of Arlington employees from the Comptroller’s Office.

B. The use of the property by Town of Arlington employees shall occur as follows: Town of Arlington Comptroller employees shall occupy Suite 202A of the property for their regular and customary work. It is expected that the number of Town of Arlington Comptroller employees working at the property during an ordinary work day will be approximately four (4) employees.

C. It is understood and agreed by the parties that employees from the Comptroller may need to access and use the property on occasions outside the defined “ordinary work day” hours for their work as Town of Arlington employees and that such access and use of the property is permitted.

SECTION 2. PARKING OF TOWN OWNED OR TOWN EMPLOYEE VEHICLES.

The parties agree and understand that there are no spaces assigned to the Comptroller's Office in the rear parking lot of the 27 Maple Street facility.

SECTION 3. PARKING OF PRIVATE VEHICLES FOR THE PURPOSE OF CONDUCTING BUSINESS WITH TOWN DEPARTMENTS LOCATED AT 27 MAPLE STREET.

The parties agree and understand that visitors may park at available on-street parking locations along Maple Street and Academy Street.

SECTION 4. MODIFICATIONS TO PROPERTY AND SIGNAGE

No tenant shall make any interior modifications to the property, parking layout, usage, or affix any signage to the building without express review by the Director of Planning and Community Development and, in the case of signage or any requests for exterior modifications, review and approval by the Arlington Historic Districts Commission.

SECTION 5. RENTAL PAYMENT

The Annual Fixed Rent to be paid for the first year of the MOU shall be \$_____. The Comptroller shall make a monthly payment to the Redevelopment Board in the amount of \$_____.

SECTION 6. TERM OF MEMORANDUM OF UNDERSTANDING

This MOU shall take effect on or about December __, 2021 and shall run for a period of ____ months during construction of the Arlington High School campus. This MOU may be extended by mutual agreement of the Parties.

SECTION 5. AMENDMENTS

This MOU may be modified or amended only in writing duly executed by all Parties. It may not be amended or modified by oral agreements between the parties unless they are in writing duly executed by the Parties.

SECTION 6. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, expectations, negotiations, and discussions of the parties, whether oral or written. There are no representations by either party which are not specifically set forth in this agreement.

SECTION 7. COUNTERPARTS

This agreement shall be executed in duplicate counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument.

SECTION 8. SEVERABILITY

If any provision of this MOU is held to be unenforceable, invalid or illegal, such provision shall be deemed severable from the MOU and the remainder of the MOU shall remain fully valid and enforceable.

SECTION 9. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION 10. AUTHORITY TO EXECUTE AGREEMENT

The parties to this MOU represent and warrant that each has the right, power and authority to execute this MOU.