

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “MOA” or “Agreement”) is entered into by and between the Town of Hull (the “Town”), acting by and through its Town Manager and its Select Board, an entity having its principal place of business at Town Hall, 253 Atlantic Avenue, Hull, MA 02045, and the Hull School Committee (the “Committee”), an agency of the Town having its principal place of business at the Administrative Offices of the Hull Public Schools, 18 Harborview Road, Hull, MA 02045 (collectively, the “Parties”).

### RECITALS

WHEREAS the Committee has the general charge and superintendence of its school buildings, including the Memorial Middle School building located at 81 Central Avenue, Hull, MA (the “School Building”); and

WHEREAS the Committee intends to cease its present use of the first and second floors of the School Building; and

WHEREAS the Committee intends to retain control over the School Building for the duration of this Agreement, subject to the uses by the Town under this Agreement; and

WHEREAS the Committee wishes to allow the Town to occupy the first and second floors of the Building for uses customarily associated with a Town Hall and community purposes, along with use of certain shared space (the “Shared Space,” which shall consist of the auditorium, gymnasium and cafeteria, all as depicted in the plan attached hereto as **Exhibit A** (the “Building Plan”)) on the terms set forth herein; and

WHEREAS the Committee intends to lease the ground floor (the “Ground Floor,” as depicted in the Building Plan) to an educational institution and also allow same the use of the Shared Space pursuant to this Agreement, such as for example the South Shore Educational Collaborative. If the tenant no longer uses the Ground Floor or otherwise relinquishes the Ground Floor and the School Department does not have a need for the same, the Town has a right of first refusal for same, with necessary changes to be negotiated; and

WHEREAS this Agreement is entered into by the Parties in an effort to establish a framework for the Town’s occupation and use of the first and second floors of the School Building and Shared Space;

NOW THEREFORE, in consideration of the mutual promises herein, the Committee and the Town agree as follows:

## AGREEMENT

- 1. Control of the Memorial Middle School Building.** The Town agrees and understands that the Committee maintains control over the School Building pursuant to G.L. c. 71, § 68 and other relevant legal authority, and that neither this Agreement nor the Town's use of the School Building shall be construed to effectuate any change in the designated purpose or use of the School Building or the premises on which it is located, under G.L. c. 40, § 15A or other law.
- 2. License to Occupy/Use for Administrative Offices and customary uses of a Town Hall Space.** In executing this Agreement, the Committee grants to the Town a license to occupy and use the area comprising the first and second floors of the Memorial Middle School Building (the "Occupied Space"), as depicted in the Building Plan. The Town agrees that it shall use the Occupied Space as administrative office space for various Town offices and departments and customary community uses and purposes provided that in the Committee's sole discretion and subject to its advance approval, which shall not be unreasonably denied or delayed, the Town may use for community programs and events the Shared Space identified in Building Plan. The parties shall establish a protocol for obtaining such approval from the Committee, which the Superintendent shall be authorized to grant. The parties agree that the Town may establish a use policy for the spaces to which it has the right to use.
- 3. Structural or Appearance Changes.** The Town shall refrain from altering, including without limitation by painting, undertaking any improvement or otherwise changing the structure or appearance of the Occupied Space without the advance prior written approval of the Committee which shall not be unreasonably denied or delayed, except that the Town unilaterally may install partitions for purposes of dividing office spaces. The Town may install appropriate signage.
- 4. Licensing.** The Town acknowledges and agrees that: (a) its use shall be confined to the Occupied Space and associated parking areas; (b) any other School Building occupant or tenant shall be entitled to portions of the Occupied Space that serve as points of access and egress to other areas of the School Building, including without limitation the ground floor. Nothing contained herein shall limit the Town's uses of the Shared Space in accordance with this Agreement. The Town may install appropriate security measures to protect the space it uses.
- 5. Operating Costs.** The parties hereby agree to share as follows the costs associated with the operation, maintenance and repair of the School Building, including without limitation all utility costs, expenses, non-bondable capital costs ("Non-Bondable Capital Costs," which shall be defined herein as capital costs that are ineligible for bonding or debt issuance) and any other costs arising as a result of the existence and use of the School Building, except "bondable capital costs ("Bondable Capital Costs," which shall be defined herein as capital costs that are eligible for bonding or debt issuance) and "Custodial Costs" as defined below (collectively such costs, excluding Bondable Capital Costs and Custodial Costs, shall be referred to herein as the "School Building Costs"): (a) the Town shall pay two-thirds (2/3) of the School Building Costs and the Committee shall pay for one-third (1/3) of the School Building Costs.

6. **Bondable Capital Costs.** The Town wholly and exclusively shall continue to pay all Bondable Capital Costs associated with the Memorial Middle School as listed on Exhibit B as of the date of this Agreement, and as the parties may agree upon in the future. All Non-Bondable Capital Costs for the Memorial Middle School shall be apportioned 2/3 to the Town and 1/3 to the Committee. In accordance with Section 3, neither Bondable Capital Costs nor Non-Bondable Capital Costs may be incurred, and no item requiring the expenditure of any Bondable Capital Costs or Non-Bondable Capital Costs may be undertaken, without the Committee's express advance approval, which shall not be unreasonably denied or delayed.
  
7. **School Budget.** Recommendations for allocations of the school budget shall not be affected as a result of this Agreement.
  
8. **Custodial Costs.** The Town and Committee, respectively, each agree to pay one-half (1/2) of all Custodial Costs. For purposes of this Agreement, the phrase "Custodial Costs" shall mean the cost of custodial services provided to the School Building.
  
9. **Term.** This Agreement shall commence on the date it is fully executed ("Effective Date") but no earlier than July 1, 2024 and shall be in effect for a period of twenty (20) years from its effective date, provided that not later than twenty-four (24) months prior to such expiration, and unless this Agreement has been earlier terminated, the parties shall attempt in good faith to negotiate a successor agreement. At the end of the term or any extended term it shall continue until either party wants to renegotiate or terminate with a minimum of twenty (24) months' notice for termination.
  
10. This Agreement is subject to funding for the Town Hall relocation and related costs.
  
11. **Termination.** If in the future there is an expansion of school programs, there will be negotiations for the expanded use of the School Building for school purposes. The Committee may, at any time and upon the provision of advance notice of not less than twenty (24) months, terminate this Agreement and thereby fully revoke any license or rights construed to have been granted herein.

**12. Miscellaneous.**

- 12.1 **Notices.** Notices permitted or required under this Agreement will be deemed received (a) upon personal delivery, (b) upon transmission by first class mail to the offices identified below:

**To the Town:**

**ATTN:** Town  
Manager

Hull Town Hall  
253 Atlantic Avenue  
Hull, MA 02045

Or 81 Central Avenue if the Town Hall has been related to that location.

**To the Committee:**  
**ATTN:** Superintendent  
Administrative Offices of the Hull Public Schools  
18 Harborview Road  
Hull, MA 02045

Either Party by written notice to the other Party may change the address or the persons to whom notices or copies thereof will be directed.

- 12.2 Governing Law. This Agreement is adopted under the laws of the Commonwealth of Massachusetts and shall be interpreted, governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts. Venue shall be and remain in Plymouth County.
- 12.3 Assignment. Neither party may assign its interest in this Agreement without the prior written consent of the other.
- 12.4 Entire Agreement. Unless otherwise stated herein, this Agreement constitutes, along with any exhibits attached, the complete and entire agreement of the Parties with respect to the subject matter hereof, exclusive of all prior understandings, arrangements and commitments, all of which, whether oral or written, have been merged with this Agreement.
- 12.5 Severability. Should any provision or section contained in this Agreement be determined to be void, invalid, illegal, or unenforceable by a court of competent jurisdiction, that section or provision shall be deemed separate, severable, and independent, and the remainder of this Agreement shall remain in full force and effect and will not be invalidated or rendered illegal or unenforceable.
- 12.6 Headings. The headings are for informational and convenience purposes only and shall not affect the interpretation of this document.

**TOWN OF HULL**

**HULL SCHOOL COMMITTEE**

\_\_\_\_\_  
Jennifer Constable, Town Manager

  
\_\_\_\_\_  
David Twombly, Chair

\_\_\_\_\_  
Date

3/11/24  
\_\_\_\_\_  
Date