

MEMORANDUM OF UNDERSTANDING
Massachusetts Maritime Academy
And
Town of Bourne

This Memorandum of Understanding is made this ____ day of _____, 2021, by and between the Massachusetts Maritime Academy, an educational institution with an address of 101 Academy Drive, Buzzards Bay, Massachusetts (“Academy”) and the Town of Bourne, a Massachusetts Municipal Corporation with an address of 24 Perry Avenue, Buzzards Bay, Massachusetts (“Town”).

RECITALS

Whereas the Academy acknowledges that its location in the Town of Bourne is desirous and is advantageous for the operation of the Academy and,

Whereas the Town of Bourne acknowledges that having a State University located in the Village of Buzzards Bay provides a positive economic impact to the Village and the Town and,

Whereas the Town of Bourne and Massachusetts Maritime Academy wish to further mutually beneficial opportunities between the two parties, the following items are defined.

Now therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

- 1) The term of this Memorandum of Understanding (MOU) is for 3 years commencing on 01 January 2021. This Memorandum of Understanding will automatically renew for a second three-year term.**
 - a) Either party may terminate this MOU by giving written notice 120 days in advance.**
- 2) The Town is hereby authorized to use Academy parking spaces at Taylor Rd (Lot C) and Kendall Rae Place when the Academy is not in session or when the Academy is not using the lots for special events.**
 - a) The Town shall notify the Academy of purpose and dates of use.**
 - b) The Town is prohibited from performing any maintenance and/or repairs to the lots without approval from the Academy. Any damages including fluid leaks on surfaces of any lots will be reported to the Academy for appropriate corrective actions.**
 - c) The Town may not assign any rights under this Memorandum of Understanding and may not sublet any lots.**
 - d) The Town and the parking lot users agree to hold the Academy harmless and indemnify the Academy for all risk of loss, damage or injury, of any nature, to persons or property, by reason of individual actions or inactions under this Memorandum of Understanding by its’ employees, invitees, contractors, etc., and the parking lot users release the Academy, and its successors and assigns, from any and all claims for loss, damage or injury sustained that may arise from the parking**

lot users use of the Academy's parking lots at Taylor Rd (Lot C); Kendall Rae Place; and if agreed to under item 6 of this MOU, 320 Main St.

- 3) Town residents shall have access to "Cadet Beach" with entry point on Loop Road. Further, the Academy shall provide 3 designated parking spaces adjacent to the Beachmoor on Tower Lane for Town resident use.
- 4) The Academy agrees to not pursue the use of eminent domain as a method of acquiring property in the Town of Bourne for the term of this agreement.
- 5) The Academy will notify the Town Administrator and the Select Board Chairperson if the Academy accepts or purchases any real property in the Town of Bourne. Such notification will be made in an expeditious fashion but shall not interfere with acquisition negotiations.
- 6) The Academy agrees to explore with the Town the concept of Town use of approximately 1,500 sq. ft. of office space at 320 Main Street for use as Town administrative space. The parties acknowledge that any such agreement shall be formalized by a separate MOU/lease.
- 7) If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable as against any party, the Memorandum of Understanding shall be null and void in its entirety, with no further or continued obligations hereunder.

Witness the hands and seals of the Massachusetts Maritime Academy and the Town of Bourne as of the date set forth above.

Massachusetts Maritime Academy

Town of Bourne Administrator

CAPT Allen G. Metcalfe, Jr.

Anthony E. Schiavi