

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to Execute Amendment #2 to the Lease Agreement for an additional two years with the Massachusetts Department of Transportation, Motor Vehicles Division, also known as The Registry of Motor Vehicles Division (“RMV”) in the building located at 77 Middlesex Street, Lowell.

Amendment #2 to the Lease Agreement with the Massachusetts Department of Transportation, Motor Vehicles Division, also known as The Registry of Motor Vehicles Division (“RMV”) is for a two (2) year period; and

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

That the City Manager on behalf of the City of Lowell be and is hereby authorized to execute Amendment #2 to the Lease Agreement with Massachusetts Department of Transportation, Motor Vehicles Division, also known as The Registry of Motor Vehicles Division (“RMV”) for property located at 77 Middlesex Street, in Lowell.

Said Amendment #2 shall be for a term of two (2) years. Said term shall commence on May 20, 2020 and terminate May 19, 2022.

Payments under this Amendment #2 to said Agreement shall not exceed NINETY THOUSAND SIX HUNDRED NINETY THREE AND 88/100 (\$90,693.88) DOLLARS made in equal monthly installments of \$7,557.82 for a rental rate of \$14.92/per square foot for the entire two year period.

BE IT FURTHER VOTED:

Said Amendment #2 to the Lease Agreement shall be in accordance with the form, or substantially the form, attached hereto.

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLES DIVISION
ALSO KNOWN AS THE REGISTRY OF MOTOR VEHICLES DIVISION**

SECOND AMENDMENT TO LEASE AND LEASE EXTENSION

This Second Amendment to Lease and Lease Extension (this Second Amendment) is made on _____, 2020, by and between the City of Lowell (Landlord) and the Massachusetts Department of Transportation, Motor Vehicles Division, also known as the Registry of Motor Vehicles Division (Tenant).

Landlord and the Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance as “Tenant” on behalf of the Registry of Motor Vehicles as “the User Agency” entered into the lease (the Lease) dated October 30, 2009, for the Premises in the Building, located at 77 Middlesex Street, Lowell, Massachusetts. Pursuant to chapter 25 of the Acts of 2009, as amended by §§ 51 through 60 of chapter 26 of the Acts of 2009, Tenant became the Massachusetts Department of Transportation, Motor Vehicles Division, also known as the Registry of Motor Vehicles Division, effective November 1, 2009.

The Term commenced May 20, 2010, at 12:01 a.m.

By a first amendment dated November 22, 2011, provisions regarding janitorial services were modified (the First Amendment).

Landlord and Tenant desire to extend the Term, to make the Landlord’s Improvements, and to further modify the Lease, as previously amended.

In consideration of the mutual promises contained in the Lease, the First Amendment, and in this Second Amendment (collectively the Lease, as amended), Landlord and Tenant agree as follows:

1. The Term is extended from May 20, 2020, at 12:01 a.m., until May 19, 2022, at 11:59 p.m.

2. From May 20, 2020, at 12:01 a.m., until May 19, 2022, at 11:59 p.m., the annual Rent is \$90,693.88, payable in equal monthly installments of \$7,557.82, for a rental rate of \$14.29 per square foot.

3. The Landlord’s Improvements

(a) Landlord must make all of the Landlord’s Improvements to the Premises that are described in Exhibit 1. The Landlord’s Improvements must be completed by Landlord within 60 days after receipt by Landlord of a fully executed counterpart of this Second Amendment (the Completion Date).

(b) The Landlord’s Improvements must be (i) furnished and installed at Landlord’s sole cost and expense, (ii) performed in a manner that does not unreasonably interfere with Tenant’s use and enjoyment of and operations in the Premises, (iii) completed with materials of equal or better quality than the original, and (iv) completed in a good and workmanlike manner, in

accordance with Exhibit 1, and in compliance with all applicable laws, ordinances, codes, regulations, and any requisite permits.

(c) Landlord must proceed with and complete the Landlord's Improvements in a timely and diligent manner. Landlord must update Tenant in writing of the progress of the Landlord's Improvements. If there is any delay in the progress of the Landlord's Improvements, Landlord must notify Tenant in writing of such delay immediately, regardless of whether Landlord anticipates that such delay causes a delay in the Completion Date. Said notice must advise Tenant of all changes and adjustments, the cause of each change and adjustment, and the corrective efforts, if any, made or to be made by Landlord.

4. Substitute for § 16.11 of the Lease:

16.11 Affirmative Action; Non-discrimination in Hiring and Employment

Landlord must comply with all federal and state laws, rules, and regulations promoting fair-employment practices or prohibiting employment discrimination and unfair-labor practices and must not discriminate in the hiring of any applicant for employment or demote, discharge, or otherwise subject any qualified employee to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, as defined by chapter 199 of the Acts of 2011, or for exercising any rights afforded by law. Landlord commits to exercise diligent efforts in purchasing supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

5. Landlord warrants and represents that Landlord's name appears in this Second Amendment exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly as Landlord's name appears in Landlord's lease if the Lease, as amended, is a sublease.

6. Landlord warrants and represents that Landlord has full legal capacity to enter into this Second Amendment.

7. If Landlord is not a natural person or natural persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord warrants and represents that Landlord is validly organized and existing, that Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of Landlord's organization, and that Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.

8. Landlord warrants and represents that the execution of this Second Amendment is duly authorized and that each person executing this Second Amendment on behalf of Landlord has full authority to do so and to fully bind Landlord thereby.

9. All terms-of-art in this Second Amendment have the respective meanings that are given to them in the Lease, as previously amended, unless otherwise indicated in this Second Amendment.

10. Except as modified by this Second Amendment, all provisions, obligations, and covenants that are contained in the Lease, as previously amended, remain in effect and are performed and completed as agreed in the Lease, as previously amended.

11. Other than the "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance," each exhibit and other attached document is an integral part of this Second Amendment for all lawful intents and purposes. The "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance" are required by the General Laws of the Commonwealth of Massachusetts for rental agreements and for agreements that extend or renew rental agreements in which the Commonwealth of Massachusetts is the tenant. These required documents are attached to but not part of the documents to which they are attached, notwithstanding that Tenant is now the Massachusetts Department of Transportation, Motor Vehicles Division, also known as the Registry of Motor Vehicles Division.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and Tenant have executed multiple counterparts of this document under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Registrar of Motor Vehicles of the Massachusetts Department of Transportation, Motor Vehicles Division, also known as the Registry of Motor Vehicles Division, who incurs no personal liability as a result of such signature.

LANDLORD: CITY OF LOWELL

By: _____

Printed Name: _____

Title: _____

**TENANT: MASSACHUSETTS DEPARTMENT OF TRANSPORTATION,
MOTOR VEHICLES DIVISION, ALSO KNOWN AS THE
REGISTRY OF MOTOR VEHICLES DIVISION**

Jamey Tesler, Acting Registrar

Approved as to Matters of Form:

Jean Berke, Deputy General Counsel
Registry of Motor Vehicles Division

EXHIBIT 1
THE LANDLORD'S IMPROVEMENTS

1. Landlord must repair the customer and staff rest rooms as follows:
 - a. Customer restrooms repairs include paint or FRP the walls
 - i. Replace the hand dryers with new high velocity units
 - ii. Repair or replace the VCT flooring
 - iii. Make any further repairs the DPW deems appropriate to minimize their maintenance requirements
 - b. Staff restrooms
 - i. Clean rooms removing marks and scuffs from walls
 - ii. Replace the broken sink
 - iii. Repair doors and latches for proper closure and latching

Eileen Donoghue
City Manager

April 10, 2020

Mayor John J. Leahy
And
Members of the Lowell City Council

Dear Mayor Leahy and Members of the Lowell City Council:

Enclosed is a copy of a proposed amendment to the lease with the Massachusetts Department of Transportation, Motor Vehicles Division, also known as The Registry of Motor Vehicles Division (“RMV”), for approval by the City Council.

The amendment to extends the terms of the Lease for two (2) years, largely under the same terms and conditions in this current lease.

Sincerely,



Eileen M. Donoghue
City Manager

cc: Conor Baldwin, Chief Financial Officer