

**Management and Consolidation Agreement By and Between  
the City of Malden and the Malden Redevelopment Authority**

This **Management and Consolidation Agreement** (this “Agreement”), made and entered into as of June 22, 2021 by and between the **City of Malden**, a municipal corporation having its principal place of business at 215 Pleasant Street, Malden, MA 02148 (the “City”), and the **Malden Redevelopment Authority**, a public body politic and corporate organized under the laws of the Commonwealth of Massachusetts having its principal place of business at 215 Pleasant Street, Malden, MA 02148 (the “MRA”), is intended to consolidate and streamline certain governmental sponsored community economic development and urban renewal and other activities in the City of Malden (collectively, the “MRA’s Activities”) and realize savings and efficiencies from such consolidation and streamlining by delineating the responsibilities of the City and MRA with respect to the MRA’s Activities in the City.

Each of the City and the MRA are referred to in this Agreement as a “Party” and may collectively be referred to together as the “Parties.”

**RECITALS**

**WHEREAS**, as an urban renewal authority, the MRA is an independent, separately chartered public body politic and corporate created under G.L. c. 121B, § 4 and is vested with certain powers under Massachusetts law, including the adoption of urban renewal and other plans and eminent domain takings under G.L. c. 121B (“Chapter 121B”), as well as additional powers under 2000 Mass. Acts. c. 315 (collectively with Chapter 121B, the “MRA’s Powers”); and

**WHEREAS**, the City on its own account currently undertakes certain planning and economic development and related tasks in the City (the “City’s Activities”) that are similar to the MRA’s Activities.

**WHEREAS**, the MRA is permitted by § 50 of Chapter 121B to delegate certain of the MRA’s Powers to the City; and

**WHEREAS**, § 23 of Chapter 121B permits the City, *inter alia*, to “[d]o any and all other things necessary or convenient to aid and cooperate in the planning, construction or operation of a housing, clearance, relocation or urban renewal project within its limits,” including by entering cooperation and other agreements with the MRA; and

**WHEREAS**, § 7 of Chapter 121B permits the MRA, *inter alia*, to “[s]o far as practicable... make use of the services of the agencies, officers and employees of the city or town in which such authority is organized, and such city or town shall, if requested, make available such services;” and

**WHEREAS**, so long as it shall continue to exist, the MRA shall retain all of its obligations in accordance with the requirements of § 4 of Chapter 121B; and

**WHEREAS**, cooperation agreements are successfully utilized by municipal entities and redevelopment authorities within the Commonwealth as a means to share and delineate responsibilities; and

**WHEREAS**, the City and the MRA anticipate that closer cooperation between each organization will result in greater efficiency and coordination of the MRA's Activities and the City's Activities, to the ultimate benefit of the City and its residents;

**NOW, THEREFORE**, in consideration of the agreements of each of the Parties, the Parties agree to take all necessary steps to implement the following regarding cooperation with respect to the MRA's Activities and the City's Activities:

**AGREEMENT**

1. Establishment of the Malden Office of Strategic Planning and Community Development
  - a. The Parties agree that the City, acting by and through the Mayor and its City Council, shall adopt one or more applicable ordinance(s) to establish a Malden Office of Strategic Planning and Community Development ("SPCD"), which shall be managed, controlled and governed by a Board established pursuant to Chapter 121B (the "SPCD Board"). SPCD shall be, among other things, a "redevelopment authority" for the purpose of Chapter 121B and shall be tasked with responsibility for overall planning and economic development in the City, including the MRA's Activities and the City's Activities.
  - b. The Parties agree that the MRA shall adopt one or more applicable votes to be able to operate and do business through SPCD consistent with this Agreement such that, from and after the creation of SPCD, the SPCD Board shall be vested with all of the MRA's Powers and shall be the governing body of the MRA, and the MRA shall operate and do business through SPCD.
  - c. The Executive Director of the MRA shall be established through an ordinance adopted in accordance with section 1.a above as the Mayor's appointment as Director of SPCD under a term and appointment consistent with other Mayoral department head appointments.
  - d. SPCD shall designate such employees and other persons to undertake the responsibilities of the MRA consistent with the requirements of Chapter 121B.
  - e. SPCD shall operate and function in a manner consistent with other City departments and shall make use of such staff and supporting services of the City including legal, budget, accounting, administrative and other functions now supporting other City

departments, to the maximum extent practicable. The City and MRA recognize that, from time to time, it may be necessary or expeditious for SPCD to retain outside professional services – including but not limited to legal, accounting, planning, appraisal, and other functions – and that SPCD shall be authorized to do so subject to appropriations, including when SPCD is acting on behalf of the MRA.

2. Integration of Off-Street Parking Program

- a. The MRA agrees to transfer to the City, and the City agrees to accept, control and operation of all assets and liabilities of the MRA's off-street parking assets, resources and programs, including those summarized on Exhibit A (collectively, the "Parking Program"), which shall thereafter be under the direction of the City's Parking Department.
- b. The MRA shall assist the City in the transition of the Parking Program to the City's Parking Department in all manners possible to ensure a smooth transition, which may include assignments of existing agreements and such actions as may be necessary to accomplish the objectives of this Agreement. For the avoidance of doubt, from and after its transfer to the City, neither the MRA nor SPCD shall have any responsibility for, or involvement in, the Parking Program, excepting such transitional assistance as may be necessary to ensure a smooth transition.

3. Continued Existence of the MRA

- a. Notwithstanding the formation of the SPCD, and the operations of the MRA doing business as SPCD, the MRA shall continue to exist as a legal entity, and shall continue to exercise all of the MRA's Powers under law, under the direction of the SPCD Board, which shall, from and after the creation of SPCD, be the governing body of the MRA and which shall ultimately be responsible for the operation of the MRA.
- b. The MRA's current by-laws, administrative procedures, policies, directives and related matters shall be reviewed and revised or adopted by the SPCD Board to reflect the role of SPCD consistent with this Agreement.

4. Transfer of Remaining Assets; City Assumption of Liabilities

- a. The MRA agrees to transfer to the City, and the City agrees to accept, control and operation of all other assets held in its name in accordance with the provisions of Chapter 121B, subject to such obligations, conditions and encumbrances to which such properties are now subject. The Parties agree that the Parties will make best efforts to complete the transfer of such assets within 120 days following the formation of SPCD.

- b. The MRA agrees to transfer to the City, and the City agrees to accept and assume, the MRA's liability for accrued retiree health, insurance and other post employment benefits and other benefits owed to any current or former MRA employees. For the avoidance of doubt, the City will assume liability for accrued retiree benefits of current MRA retirees, including liabilities related to health insurance coverage of such retirees obtained through the Group Insurance Commission. Current MRA retirees will continue to be able to obtain coverage through the Group Insurance Commission. Future SPCD retirees, as City employees, will be treated in like manner as other retirees of the City.

#### 5. MRA Employees

The Parties agree that, from and after the creation of SPCD, all existing employees of the MRA shall become employees of the City, working under the direction of the Director and under policies and procedures developed by SPCD and consistent with all other employees of the City, including making available to all current employees the City's health benefits and other employee welfare plans; provided that no employee will realize a loss of salary, and the City and MRA will cooperate to ensure a smooth transition of MRA employees to the City's health benefits and similar benefit programs; provided, further, that any existing MRA employee who would realize a loss in vacation time earned for calendar year 2022 upon the Effective Date (as defined below) of their transfer to becoming an employee of the City under the City's policies for the calculation of vacation time earned, accrued, and carried-over, may elect to utilize the existing MRA vacation policies for the period from the Effective Date through December 31, 2022, after which all former MRA employees shall be entitled only to employee vacation benefit policies and procedures developed by SPCD and consistent with those governing other City employees.

#### 6. MRA Ongoing Liabilities and Revenues

The Parties agree that the MRA shall incur no further liabilities nor accept any revenue except that which is done so as part of the operations of SPCD and recorded and recognized by the City under normal budgeting and revenue practices of the City. The City agrees that each annual budget required pursuant to Section 7 below shall accommodate resources satisfactory to comply with each remaining MRA obligation from and after the implementation of this Agreement and agrees, to the extent necessary, to provide such resources to SPCD as may be necessary to satisfy such remaining obligations.

#### 7. MRA Budget Integration with City

The Parties agree that beginning on July 1, 2021 (the "Effective Date"), a single consolidated budget for SPCD shall be duly adopted and implemented, which budget shall replace the budget for the MRA and the portions of the budget for the City under which it is

undertakings the City Activities. Similarly, the operations of the Parking Program shall be incorporated into the operations of the City's Parking Department.

8. MRA Actions

The MRA shall adopt appropriate measures and resolutions authorizing the execution of this Agreement and authorizing its Executive Director to take the steps necessary to carry out this Agreement.

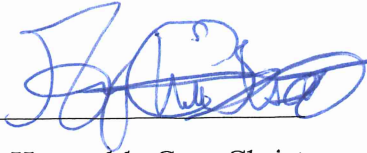
9. City Actions

The Parties anticipate that the City will take appropriate votes and execute appropriate ordinances authorizing the execution of this Agreement and implementing the activities contemplated by this Agreement. The obligations of the MRA as set forth in this Agreement are subject to the adoption and execution by the City of such measures.

This Agreement is hereby duly adopted by the MRA and the City on the date provided for above.

[SIGNATURE PAGE FOLLOWS]

**CITY OF MALDEN**



A handwritten signature in blue ink, appearing to read 'Gary Christenson', written over a horizontal line.

The Honorable Gary Christenson, Mayor, City of Malden



A handwritten signature in blue ink, appearing to read 'Neal Anderson', written over a horizontal line.

The Honorable Neal Anderson, City Council President, City of Malden

**MALDEN REDEVELOPMENT AUTHORITY**



A handwritten signature in blue ink, appearing to read 'Robert D. Rotondi', written over a horizontal line.

Robert D. Rotondi, Chairman, Malden Redevelopment Authority

## EXHIBIT A

### OFF-STREET PARKING ASSETS, RESOURCES AND PROGRAMS

#### **MRA-Owned Properties**

Jackson Street Parking Garage	7 Jackson Street
CBD Garage	170 Centre Street
Land Beneath DPW Offices	356 Commercial Street
MRA Site Office	176 Pearl Street
Mountain Ave. Post Office Lot	105 Mountain Avenue
Main Street Parking Lot	417 Main Street

That certain parcel of land illustrated on, "Plan of Land in Malden, Mass., dated January 13, 1978, Scale 1" – 20' of Norwood Engineering, Co., Inc." recorded at Bk. 13473, p. 5952 at the Middlesex County (South) Registry of Deeds.

#### **Additional Properties at Which MRA Conducts Off-Street Parking Program**

Malden Towers Garage, Dartmouth Street  
Malden Gardens Garage, Dartmouth Street  
39 Florence Street Lot  
452-490 Main/Dartmouth Street Garage  
Mountain Ave. Deck  
Pleasant Street Lot  
Dartmouth Post Office Lot  
MBTA Rail Track Lot  
Maplewood Street Lot  
Ramsdell Road Lot