

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF CENTRAL FALLS AND PAWTUCKET
AND COLLETTE TRAVEL SERVICE, INC. REGARDING THE
BEAT COVID-19 INCIDENT COMMAND SYSTEM

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into on this 6th day of April, 2020 by and between THE CITY OF CENTRAL FALLS, a municipal corporation in the State of Rhode Island having its principal place of business located at 580 Broad Street, Central Falls, RI 02863 ("Central Falls"), THE CITY OF PAWTUCKET, a municipal corporation in the State of Rhode Island having its principal place of business located at 137 Roosevelt Avenue, Pawtucket, RI 02860 ("Pawtucket") (collectively "the Cities"), and COLLETTE TRAVEL SERVICE, INC., a Rhode Island corporation having its principal place of business located at 162 Middle Street, Pawtucket, RI 02860 ("Collette"), collectively ("the Parties").

WHEREAS, on March 9, 2020, Governor Gina Raimondo declared a State of Emergency in Rhode Island as a result of the COVID-19 pandemic ("Pandemic"); and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a National Emergency; and

WHEREAS, on March 20, 2020, Central Falls Mayor James Diossa declared the City of Central Falls to be in the state of a local disaster emergency in accordance with Rhode Island General Laws § 30-15-13; and

WHEREAS, on March 16, 2020, Pawtucket Mayor Donald Grebien declared the City of Pawtucket to be in the state of a local disaster emergency in accordance with Rhode Island General Laws § 30-15-13; and

WHEREAS, the Cities urgently need a Beat Covid-19 Incident Command System (ICS) to eliminate or lessen immediate threats to lives, public health, or safety during the COVID-19 pandemic in accordance with guidelines and recommendations from the Rhode Island Department of Health and the Center for Disease Control; and

WHEREAS, the Cities are partnering with the RI Department of Health and local organizations to combat the pandemic after initiating broad based community support through the ICS by focusing on grassroots communication and assistance with the goal of reaching out to every single household in the two cities, including identifying residents who become symptomatic as soon as they get sick and move them to effective isolation immediately; and

WHEREAS, Collette is a valued corporate citizen in the Cities and, in this time of crisis, has stepped up to offer valuable corporate assets and human capital with ICS.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, the Cities and Collette hereby understand as follows:

1. Collette will provide usage of the basement floor of 65 Blackstone Ave, Pawtucket, RI (approximately 2500 square feet of space) as an ICS operations and call center. The Cities acknowledge that such space is not exclusive and in fact business operations of Collette may require temporary usage of conference rooms and cafeteria facilities during the course of normal business hours. However, Collette will endeavor to minimize interruptions of the ICS. The City of Pawtucket agrees to reimburse Collette on a monthly basis for all reasonable costs for building usage including, but not limited to, rent, maintenance, repairs, utilities, internet and telephone costs, as agreed to by the parties on Exhibit 1. Collette may, from time to time, by 10 days advance notice to the Cities,

1. reduce the amount of space in the building devoted to the ICS operations in order to accommodate Collette's own use of such space for Collette's operations.
2. Collette will provide approximately 300 hours of staff hours per month (not to exceed 400 hours per month unless mutually agreed prior to expending such hours) to administer logistics, including, but not limited to, the call center system, for ICS. The City of Pawtucket agrees to reimburse Collette at a rate of \$60 per actual hour of staff time. Collette shall log the number of hours and personnel utilized each month in spreadsheet and submit such documentation to the City for reimbursement.
3. Collette shall prepare an invoice at the end of each month documenting the charges discussed in items 1 and 2 above along with the supporting staffing hours spreadsheet discussed in item 2. The City of Pawtucket will pay Collette within 30 days of receipt of the invoices. Such payments shall be made payable to: Collette Travel Service Inc and mailed to 162 Middle Street, Pawtucket, RI 02860. Attn: Chief Financial Officer.
4. The Cities and Collette agree to work in partnership to develop the ICS and to provide joint, limited access for the members of the ICS, including all relevant keys, tools and passwords.
5. The Parties agree that the term of this MOU shall be from April 6, 2020 to July 20, 2020. The MOU shall thereafter automatically renew on a month to month basis until either party terminates the MOU in writing with seven (7) days' notice.
6. To the extent permitted by law, the Cities agrees to indemnify and hold harmless Collette from liability arising from or in connection with the Cities' negligent acts and omissions related to the use of the Collette premises or to the operations of the ICS hereunder and/or for any and all claims, by whomever made, arising from personal injury, or death, or property damage arising from the ICS during the term of this MOU except when such claims arise out of the gross negligence, intentional actions, malice or wrongful acts of Collette. The Cities shall defend Collette in any such claim with legal counsel reasonably approved in advance by Collette and paid for by the Cities.

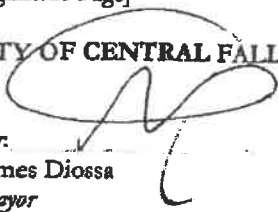
IN WITNESS WHEREOF, the Cities and Collette have caused this Memorandum of Understanding to be executed by their respective representatives.

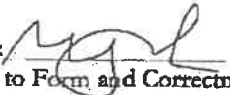
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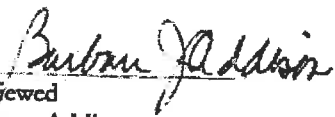
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[Signature Page]

CITY OF CENTRAL FALLS:

By: 
James Diosa
Mayor

By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Barbara Addison
Director of Finance

Date: June 2, 2020

CITY OF PAWTUCKET:

By: 
Donald Grebien
Mayor

By: 
As to Form and Correctness
Frank Milos
City Solicitor

Date: _____

COLLETTE TRAVEL SERVICE, INC:

By:  CFO
NAME ROBERT COLUCCI CFO
TITLE CHIEF FINANCIAL OFFICER

Date: JUNE 3 2020

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Exhibit 1

MONTHLY Building Usage Costs to Be Reimbursed Include the Following:

1. Basement Floor – 65 Blackstone Avenue, Pawtucket, RI	\$2,500.00
2. Cleaning	\$1,500.00
3. Utilities	\$1,000.00
4. Telephone (8x8)	<u>\$2,000.00</u>
Total	<u>7,000.00</u>

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