

**MEMORANDUM OF UNDERSTANDING**  
**CREATING A COVID-19 INCIDENT COMMAND SYSTEM**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into on this 21<sup>st</sup> 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 ("Landlord" or "City") and RHODE ISLAND COLLEGE by and through its governing council, the Rhode Island Council on Postsecondary Education, with a mailing address of 600 Mount Pleasant Avenue, Providence, Rhode Island 02909 ("Tenant" or "College"), collectively ("the Parties").

WHEREAS, the Parties have an existing Lease Agreement (the "Existing Agreement") to have full force and effect as of October 9, 2018 for the property located at 934 Dexter Street, Assessor's Plat 7, Lot No. 259 ("Property"); and

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, the City of Central Falls urgently needs an Incident Command System ("ICS") to combat 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 parties understand, that in exchange for good and valuable consideration, the receipt of which is hereby acknowledged.

**NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, the Landlord and the Tenant hereby understand as follows:**

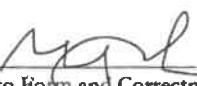
1. As a result of the COVID-19 pandemic and the need for an Incident Command System to protect and defend the health, safety and welfare of the residents of Central Falls, the Landlord and the Tenant jointly agree to temporarily suspend the October 9, 2018 Lease Agreement with the Tenant, effective April 21, 2020.
2. The term of this suspension shall be two (2) months and the Parties agree to confer in good faith on extending the terms of this MOU; any extension shall be with the written consent of the Parties.
3. The Tenant and the Landlord agree to work in partnership to create the ICS and to provide joint access for the members of the ICS, the City and the College, including all relevant keys, tools and passwords. The points of contact for the City shall be the Chief of Staff, Joshua Giraldo, and for the College shall be Associate Vice-President, Jenifer Giroux.
4. The Tenant shall submit all costs associated with suspending this Agreement to the Landlord for reimbursement including, but not limited to expenses for heat, water, electricity and internet. Both the City and the College shall maintain insurance for their mutual uses of the building during the term of this MOU.
5. To the extent permitted by law, the City agrees to indemnify and hold harmless the College, its governing boards, the R.I. Board of Education and the R.I. Council on Postsecondary Education, and their officers, members, directors, agents and employees (collectively, the "College Indemnified Parties") from liability arising from or in connection with the City's negligent acts and omissions


related to its use of the property hereunder and/or for any and all claims, by whomever made, arising from personal injury, or death, or property damage arising from the City's use of the Property during the term of this MOU except when such claims arise out of the gross negligence, intentional actions, malice or wrongful acts of the College. The Parties further agree that the City's indemnification of the College Indemnified Parties shall not be limited by the provisions of R.I.G.L. § 9-31-3.

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

**CITY OF CENTRAL FALLS:**

By:   
James Diossa  
Mayor

By:   
As to Form and Correctness  
Matthew Jerzyk  
City Solicitor

By:   
Reviewed  
Barbara Addison  
Director of Finance

Date: 04/29/2020

**RHODE ISLAND COUNCIL on POSTSECONDARY EDUCATION:**

By:   
Timothy J. DelGiudice  
Chair

Date: 4-22-2020

**RHODE ISLAND COLLEGE:**

By:   
Dr. Frank Sanchez  
President

Date: 04/24/2020