

EMERGENCY AMENDMENT TO LEASE AGREEMENT

THIS EMERGENCY AMENDMENT TO LEASE AGREEMENT (this "Agreement" or "Lease") is entered into on this 9th 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") and THE CENTRAL FALLS SCHOOL DISTRICT with a mailing address of 949 Dexter Street, Central Falls, Rhode Island 02863 ("Tenant"), collectively ("the Parties").

WHEREAS, the Parties have an existing Lease Agreement (the "Existing Agreement") to have full force and effect as of February 15, 2018 for the property located at 115 Illinois Street, Assessor's Plat 5, Lot No. 278 ("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 safe spaces for public safety employees and residents to self-quarantine in accordance with guidelines and recommendations from the Rhode Island Department of Health and the Center for Disease Control; and

WHEREAS, the parties agree, that in exchange for good and valuable consideration, the receipt of which is hereby acknowledged.

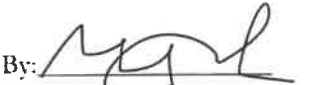
NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, the Landlord and the Tenant hereby agree as follows:

1. As a result of the Pandemic and the need for Emergency Shelters for the purpose of Self-Quarantining, the Landlord suspends the February 15, 2018 Lease Agreement with the Tenant, effective April 9, 2020.
2. Any tenants or employees of the Tenant living or working on the Property shall vacate the premises on or before April 10, 2020.
3. The Tenant shall submit all costs associated with suspending this Agreement to the Landlord for reimbursement including, but not limited to, the following: (a) the costs of relocating the tenant including moving expenses, (b) rent for the tenant through June 30, 2020 and (c) expenses for heat, water, electricity, internet and insurance.
4. The Parties agree to confer in good faith on extending the terms of this Emergency Amendment on or before May 15, 2020 with due consideration paid to whether the local, state and federal states of declaration are ongoing.

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Memorandum of Agreement to be executed by their respective representatives who have actual authority to bind and enter into the various obligations set forth herein.

CITY OF CENTRAL FALLS:

By: 
James Diossa
Mayor


By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: s/Barbara J Addison
Reviewed
Barbara Addison
Director of Finance

Date: 4/15/2020

CENTRAL FALLS SCHOOL DISTRICT:

By: 
~~Dr. Stephanie Downey Toledo~~
~~Superintendent~~

By: 
Stephanie Gonzalez
Board of Trustees

Ms. ANN LYNCH
Acting Superintendent
Date: April 10, 2020