

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is made between the Rhode Island Public Transit Authority (“RIPTA”) and the City of Central Falls (“Central Falls”). RIPTA and Central Falls may be referred to as the “Parties.”

RECITALS

WHEREAS, RIPTA seeks to provide amenities for a more positive transit experience for its ridership;

WHEREAS, Central Falls seeks to encourage, support and promote the restoration and preservation of The Landing, a unique, highly visible development parcel on the Blackstone River located at 1420 Broad St. on the Cumberland/Central Falls city line, and the Dexter Street neighborhood as a cultural, and economic asset by integrating arts and culture into community life while strengthening public transit;

WHEREAS, for the foregoing reasons, the Parties wish to procure the fabrication and installation of three bus shelters for installation at The Landing (the “Project”);

WHEREAS, RIPTA has secured federal funding from the Federal Transit Administration (the “FTA”) to fund 80% of the Project cost;

WHEREAS, Central Falls has committed to fund 20% of the cost of the Project from a grant received from the Rhode Island Department of Commerce;

WHEREAS, RIPTA agrees to be responsible for the management of the Project;

WHEREAS, Central Falls agrees to be responsible for the maintenance of the shelters after completion of the Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, RIPTA and Central Falls hereby agree as follows:

PROVISIONS

1. The Project cost shall not exceed \$100,000.
2. RIPTA will provide 80% of the total Project cost.
3. Central Falls will provide 20% of the total Project cost.
4. RIPTA, with input from Central Falls, will draft and issue request for proposals (“RFP”) to be used for the selection of an individual(s) or group(s) to design, build and install three bus shelter. The RFP shall include all provisions required by federal and state law and any provisions required by RIPTA’s procurement policies and procedures.

5. Central Falls and RIPTA will recruit stakeholders to form a selection committee not to exceed seven (7) people, and including three (3) members of RIPTA staff, to review proposals in response to the RFP. The committee will select the contractor whose capabilities, and response to the RFP, will best serve the goals of the Project.
6. Within two (2) weeks of award of the contract, Central Falls shall pay to RIPTA its 20% share of the Project, *i.e.*, \$20,000.
7. RIPTA will be responsible for overseeing the contractor selected for the Project to ensure that the Project is completed in accordance with the requirements of the RFP.
8. Central Falls understands and agrees that the FTA funding being used to fund 80% of the Project will be used to purchase three bus shelters (the "RIPTA Property"), and that the FTA has a residual ownership interest of 80% in the RIPTA Property. Central Falls therefore understands and agrees that it shall not take any action that reduces the value of the RIPTA Property (such as altering, moving, removing or disposing of any element of the RIPTA Property) without RIPTA's prior written consent. In the event that Central Falls does not obtain RIPTA's prior written consent, Central Falls shall be strictly and solely liable to pay RIPTA an amount equal to the straight-line depreciated value of the RIPTA Property at the time that Central Falls takes any action that reduces the value of the RIPTA Property.
9. Central Falls shall be responsible for and shall incur the cost of maintaining the bus shelters in good, clean, and neat condition. Central Falls shall also be responsible for removing snow and ice from and around the shelters, so that the shelters may be accessed and used during and after snow events. Central Falls shall also make regular and customary repairs to the shelters. Central Falls shall hold harmless and indemnify RIPTA for any claims against RIPTA related to Central Falls' obligations under this paragraph.
10. Central Falls shall provide commercial general liability insurance coverage for each shelter in the amount of \$1,000,000 per occurrence with \$2,000,000 in the annual aggregate. Central Falls shall furnish to RIPTA a certificate of coverage in these amounts with the shelters listed as insured locations and RIPTA listed as a named insured.
11. This Agreement represents the entire Agreement between the Parties with respect to its subject matter and supersedes all previous agreements, whether oral or written.
12. This Agreement may only be modified in a writing signed by both parties.
13. The failure of either Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

14. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Rhode Island. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in Providence Superior Court. Each party shall bear its own attorney's fees and costs in any such lawsuit. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**
15. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either party.
16. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.
17. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

By: _____
Raymond B. Studley, Chief Executive Officer

Date: _____

Approved as to form and substance:

By: _____
Benjamin Salzillo, Chief Legal Counsel

Date: _____

By: _____
James A. Diossa, Mayor

CITY OF CENTRAL FALLS

Date: 11/9/17

Approved as to form and Correctness:

By: _____
Matthew Jerzyk, City Solicitor

Date: 12/13/16

Reviewed:

By: _____
Leonard Morganis,
Administrator Financial Officer

Date: 12/12/16