

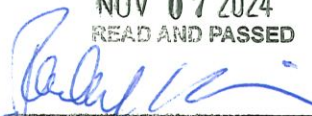

RESOLUTION OF THE CITY COUNCIL

No. 433
Approved November 13, 2024

RESOLVED, That the Mayor of the City of Providence is hereby authorized by this Council to enter into the attached Memorandum of Agreement (MOA) with the Rhode Island School of Design, as presented in Exhibit A.

IN CITY COUNCIL

NOV 07 2024
READ AND PASSED


RACHEL W. MILLER, PRESIDENT

CLERK

I HEREBY APPROVE.



Mayor
Date: 11/13/24

EXHIBIT A

PARKING LICENSE AGREEMENT

This Parking License Agreement (“License Agreement”) is made as of the latest date signed below between the City of Providence, Rhode Island, a municipal corporation located in the State of Rhode Island having a mailing address of City Hall, 25 Dorrance Street, Providence, Rhode Island 02903 (“City”) and the Rhode Island School of Design, a Rhode Island non-profit corporation having a mailing address of Two College Street, Providence, Rhode Island 02903 (“RISD”).

RECITALS

WHEREAS, the City recognizes that RISD provides substantial economic, educational, and cultural benefits to the City and the community, and RISD recognizes that the City provides essential services and infrastructure that enable RISD to fulfill its mission; and

WHEREAS, the Parties acknowledge the importance of their relationship and their willingness to continue to work cooperatively together for their mutual benefit and growth; and

WHEREAS, the City is the owner of certain real property designated and accepted as public streets, as such streets are identified on Exhibit “A” attached hereto and incorporated herein by reference (the “Public Streets”); and

WHEREAS, RISD’s campus (the “Campus”) is in close proximity to the Public Streets, and RISD owns and utilizes a substantial portion of the real properties immediately adjacent to the Public Streets referenced herein; and

WHEREAS, the City desires to convey to RISD an irrevocable fixed-term license for parking, on both an exclusive and a non-exclusive basis, all as further described below;

THEREFORE, the City and RISD agree as follows:

1. Parking License.

- a. The City grants RISD a license (the “Parking License”) for vehicular parking by RISD’s authorized faculty and staff on the 66 parking spaces identified on Exhibit “A” (the “Parking License Area”) on an exclusive and/or non-exclusive basis at the times specified on Exhibit “B.” The City further agrees that during the non-exclusive license periods, parking in the designated portions of the Parking License Area by anyone other than a Permit holder of the RISD will be limited to two hours of parking. RISD agrees that holders of overnight parking permits may park within the Parking License Area (other than the one 24-hour exclusive parking space) between the hours of 6:00 p.m. and 7:45 a.m. Occupancy of the Parking License Area by an overnight parking permit holder after 7:45 a.m. will subject such overnight permit holder to ticketing.
- b. The License Agreement is effective for an “Initial Parking License Term” of ten years, beginning on January 1, 2025, and ending on December 31, 2034. Upon completion of the Initial Parking License Term on December 31, 2034, the Parking License will

expire without the necessity of any further documentation thereof, unless the Parking License is extended as hereafter provided. RISD shall have the right to extend the Initial Parking License term for two consecutive extension periods of ten years each (each an "Extension Period" and collectively the "Extension Periods"). RISD shall exercise each such Extension Period by delivering written notice to the City no later than three months prior to the expiration of the then-current term, nor sooner than 12 months prior to the expiration of the then-current term. Should RISD fail to deliver written notice within such time period, then RISD shall be deemed to have waived its right to exercise the Extension Period, and this License Agreement shall expire and be of no further force or effect at the end of the then-current term.

- c. In consideration of the payments by RISD to the City provided for in the MOA, RISD shall not be required to pay a license fee during the Initial Parking License Term. During the Extension Periods, RISD shall pay an annual license fee at reasonable, market-based rates to be mutually determined by the parties.
- d. The City shall, at its expense, stripe a total of 66 parking spaces in the Parking License Area. Should such striping of the Parking License Area result in fewer than 66 spaces, the City shall provide additional striped parking spaces at a mutually agreeable location equally convenient to the Campus. The City agrees that any additional spaces designated for this purpose will be added to the Parking License Area.

2. Payment.

- a. RISD shall make each annual payment by no later than January 31 each year, or by such other business day on which the Parties may otherwise mutually agree in writing (the "Payment Date").
- b. Annual payment amounts shall be based on the hourly meter rate in the City sixty days prior to the Payment Date (the "Rate"). If the hourly meter rate varies across the City by location, the Rate shall be the median hourly meter rate over all meters.
- c. The initial annual payment amount shall be \$247,500. Subsequent annual payments shall be equal to 3,000 hours at the Rate for each space licensed. For example, the City's current median hourly meter rate is \$1.25 per hour, resulting in the total initial annual payment for the 66 licensed spaces of \$247,500.
- d. The City shall notify RISD in writing of any changes to the Rate at least 60 days before the Payment Date. If the Rate has increased from the prior Rate, RISD shall have the right to withdraw from this agreement by providing written notice to the City no later than 21 days before the Payment Date, effective upon receipt.

- 3. Parking Permit System. RISD, at its sole cost and expense, shall institute a parking permit system for the Parking License Area (the "Permit System") so that the City can accurately and readily identify the parking License participants. As part of the Permit System, RISD shall provide stickers, hang tags, or such other means of identification as determined by RISD (the "Parking ID") to its authorized faculty and staff entitled to utilize the Parking License Area. The Permit holders shall display such Parking IDs in or on their vehicles in accordance with

standards determined by RISD. RISD shall determine the number of Parking IDs that are provided to authorized faculty and staff. Further, RISD shall provide the City with the license plate numbers/letters for each vehicle belonging to its authorized faculty and staff entitled to utilize the Parking License Area. The City shall enforce the Permit System, by reference to such license plate numbers/letters, as more particularly provided herein. All income and other fees derived from or generated by the Permit System shall be kept exclusively by RISD; and all income and other fees derived from or generated by the City's parking enforcement shall be kept exclusively by the City.

4. Parking Meters. To the extent that any of the parking spaces in the Parking License Area are not currently metered, no meters shall be installed at such parking spaces during the term of this License Agreement.
5. Signs and Other Enforcement Obligations of the City. In consultation with RISD, the City shall provide standard parking signs in the Parking License Area, in such quantity and in such places as the City shall determine in its good faith and reasonable discretion, which signs shall state "Monday through Friday, [hours], Parking by RISD Permit Only, Tow Zone" or words to that effect, and will further state "Monday through Friday, [hours], Two Hour Parking Except by RISD Permit, Tow Zone" or words to that effect. Any person parking in the Parking License Area without a RISD permit during the exclusive period, or in excess of two hours during the non-exclusive period without a RISD permit, will be deemed by the City to be in violation of the City's parking ordinances. The City will enforce the exclusivity of the license by ticketing, towing, booting, or other enforcement mechanisms as utilized by the City in its regular enforcement of parking violations. Without derogating from the City's enforcement obligations, the City hereby delegates to RISD, through RISD's Department of Public Safety and/or RISD's parking enforcement department, the authority to place tickets provided to RISD by the City on any vehicle violating Parking License Area restrictions, provided that any revenue generated by such enforcement action by RISD shall be payable exclusively to the City.
6. Maintenance. The City agrees to maintain the parking areas located in the Parking License Area in good repair and operable condition, consistent with the City's normal municipal obligations regarding on-street parking, including snow removal, striping, maintenance, repair, and resurfacing.
7. Indemnification. RISD shall indemnify, defend and hold the City harmless from and against any claims, expenses, liabilities, loss, damage and costs, including reasonable attorney's fees, in any actions or proceedings in connection therewith, incurred in connection with, related to, arising from, or due to or as a result of the death of any person or any accident, injury, loss or damage, however caused, to any person or property, or any other type of claim or loss, arising from RISD's exercise of, or use of, the License set forth herein ("Losses"), except Losses resulting from the City's failure to comply with its obligations under this License Agreement and/or the negligence or willful misconduct of the City, or any of the agents, servants or employees of the City.
8. Preservation of Existing Memorandum of Understanding. The October 12, 2023, Memorandum of Understanding ("MOU") among the City, RISD, and three other educational

institutions remains in full force and effect and is not modified by this License Agreement. By way of clarification and not of amendment, the payments by RISD under this License Agreement will not constitute "Other Payments and Taxes" under the MOU. RISD reserves any rights it may have under said MOU with respect to any other attempts by the City to assess such "Other Payments and Taxes" as defined by the MOU (including, without limitation, efforts to inventory or assess RISD's tangible personal property or to assess master fire alarm or similar user fees on any basis other than a uniform assessment of the city's actual costs).

9. Acknowledgment of RISD's Tax-Exempt Status. The parties agree that this License Agreement represents an effort on the part of the City and RISD to address mutual needs and that it is not intended to, nor will it affect, alter, diminish, or modify the legal status, force, and effect of RISD's tax-exempt status in any way. Nothing in this License Agreement will prohibit or restrict RISD's rights to challenge any attempt to affect, alter, diminish, or modify the legal status, force, and effect of RISD's tax-exempt status in any way.
10. Non-Performance, Default, and Remedies.
 - a. If the City ceases to fulfill its material obligations under this License Agreement, RISD will have no obligation to make any further payment hereunder until the City has resumed fulfilling those obligations. In addition, RISD will be entitled to a pro rata refund of prior payments applicable to the time period of any such failure of the City to fulfill those material obligations and/or to a credit in such amount toward future such payments. In addition, if the City fails to cure any such failure to fulfill those material obligations within sixty (60) days of receiving notice of such failure from RISD, RISD may, at its option and in its sole discretion, terminate this License Agreement and will thereafter have no further payment or other obligations to the City under this License Agreement, other than such obligations that existed prior to the time of RISD's notice to the City of any such failure.
 - b. If the City has fulfilled its obligations under this License Agreement and RISD fails to make any payment to the City in accordance with the time frame specified for such payment, the City will be entitled to seek damages, and any such relief afforded by law or equity.
 - c. In the event that either party files a voluntary bankruptcy petition, or is adjudicated bankrupt or insolvent, or files any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future applicable federal, state, or other statute or law, or seeks or consents to the appointment of any receiver or liquidator, the other party may terminate this License Agreement upon notice, subject to the laws governing federal or state insolvency.
11. No Right to Charge the General Public; No Assignment or Sub-Licensing. In no event may RISD charge the general public for parking in the Parking License Area. Any income generated by the general public using the Parking License Area (pursuant to the public's non-exclusive rights to use such area) shall be kept exclusively by the City. Except for issuing parking stickers or hang tags to its faculty and staff, RISD shall have no right to assign or sub-license this

License Agreement without the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion.

12. Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No third party shall be entitled to enforce any term, covenant, or condition of this License Agreement, or have any rights hereunder.
13. Amendment. This License Agreement may only be amended by a document executed by the parties to this License Agreement or their successors or permitted assigns.
14. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition of this License Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
15. Severability. If any term or provisions of this License Agreement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this License Agreement shall not be affected thereby, and each such remaining terms and provisions shall be valid and enforced to the extent permitted by law.
16. Applicable Law. This License Agreement shall be interpreted under the laws of the State of Rhode Island. Any litigation under this License Agreement shall be resolved in the state courts of the State of Rhode Island and/or the federal court sitting in Rhode Island.
17. No Partnership or Joint Venture. Nothing in this License Agreement shall be construed to make the parties hereto partners or joint venturers or render either party liable for the debts or obligations of the other.
18. Section Headings. The section headings contained in this License Agreement are included for convenience of reference and are not intended to affect the interpretation of any provision.
19. Entire Agreement. This License Agreement sets forth the entire agreement between the Parties regarding the subject matter hereof. There are no statements, promises, representations or understandings, oral or written, not herein expressed.
20. Authority. This License Agreement has been authorized by the Providence City Council and RISD's Board of Trustees. Such authorization is attached as Exhibits C and D, respectively.
21. Notice. Notice shall be directed as follows:

If to the City:	City of Providence City Hall 25 Dorrance Street Providence, Rhode Island 02903 Attn: Mayor's Office
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With a copy to:	City Solicitor
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If to RISD: Rhode Island School of Design
Two College Street
Providence, Rhode Island 02903
Attn: Director of Public Safety

With a copy to: General Counsel

22. No Recording. This License Agreement shall not be recorded by either party.

23. Counterparts/Facsimile. This License Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the parties or signatories may execute this License Agreement by signing each counterpart. A copy or facsimile of a signature shall be binding upon the signatory as if it were an original signature.

Each of the Parties has caused this License Agreement to be executed by its respective duly authorized officer effective as of the latest date signed below.

CITY OF PROVIDENCE

RHODE ISLAND SCHOOL OF DESIGN

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved for form and correctness:

EXHIBIT A

LIST OF DESIGNATED PARKING SPACES

Street	Spaces	RISD Exclusive Use	RISD Non-Exclusive Use
Benefit Street	4	8 a.m. to noon, Monday to Friday	Noon to 6 p.m., Monday to Friday
Fulton Street	6	8 a.m. to 6 p.m., Monday to Friday	N/A
Meeting Street (west side)	4	8 a.m. to 6 p.m., Monday to Friday	N/A
Meeting Street (east side)	7	8 a.m. to 6 p.m., Monday to Friday	N/A
South Water Street (east side)	16	8 a.m. to 10 a.m., Monday to Friday	10 a.m. to 6 p.m., Monday to Friday
South Water Street (west side)	20	N/A	8 a.m. to 6 p.m., Monday to Friday
Washington Place	5	8 a.m. to noon, Monday to Friday	Noon to 6 p.m., Monday to Friday
Westminster Street	3	8 a.m. to 6 p.m., Monday to Friday	N/A
Westminster Street	1	24/7/365	N/A

EXHIBIT B

MAP OF DESIGNATED PARKING SPACES



CITY OF PROVIDENCE - PARKING SPACES | 2024

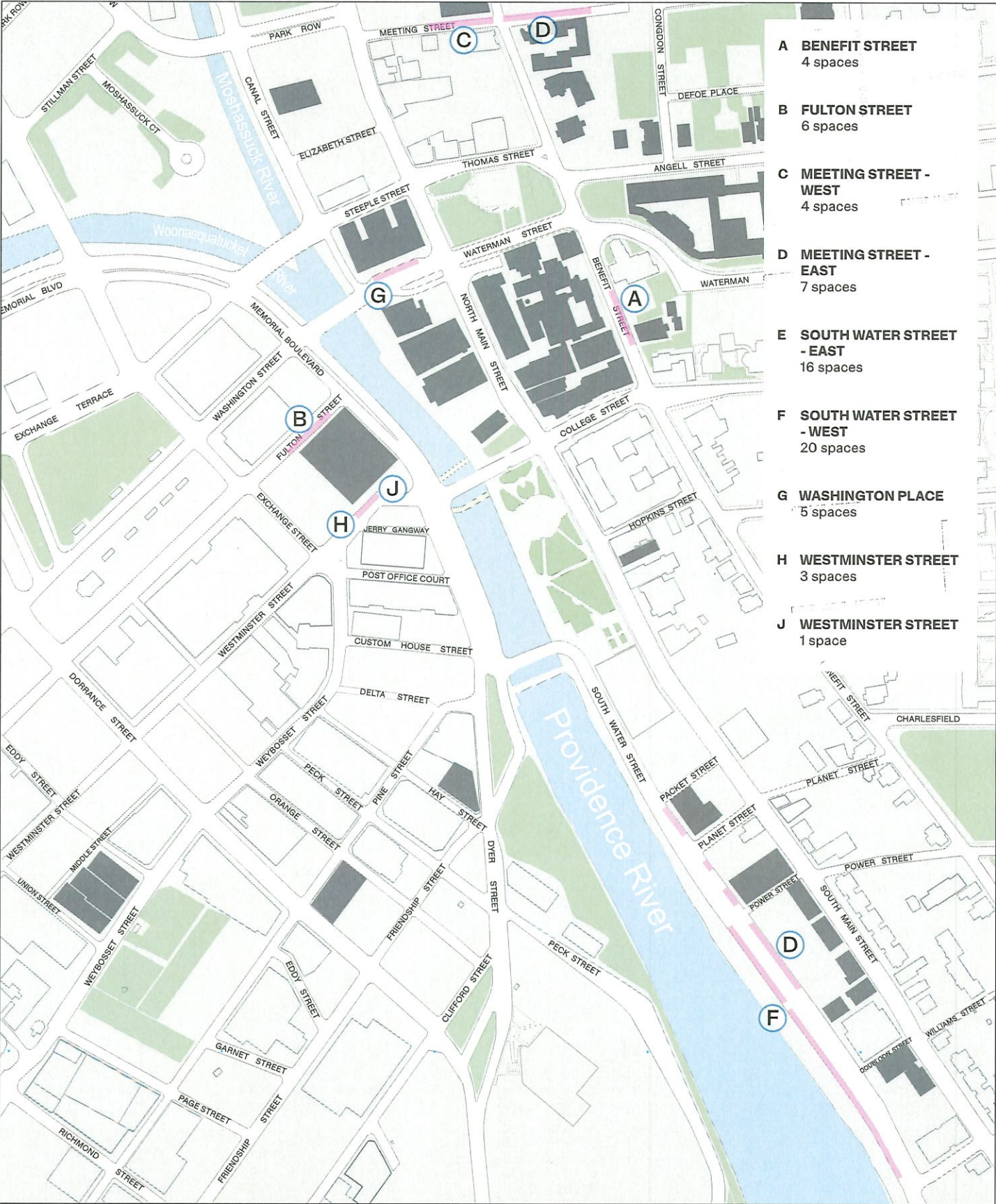


EXHIBIT C

AUTHORIZATION FROM THE PROVIDENCE CITY COUNCIL

EXHIBIT D

AUTHORIZATION FROM THE RISD BOARD OF TRUSTEES