

GRANT AGREEMENT

between the

State of Rhode Island and Providence Plantations
Department of Environmental Management
Division of Planning & Development
235 Promenade Street
Providence, Rhode Island 02908

and

City of Central Falls
580 Broad Street
Central Falls, Rhode Island

In the Amount of:

\$100,000.00

2018 Green Economy and Clean Water Bond

For the Period of:

July 1, 2020 – June 30, 2023

For the Purpose of

Bringing Tennis to Central Falls
Sacred Heart Park, 2 George Street
Central Falls, Rhode Island
(2020-40-02)

GRANT AGREEMENT

This Grant Agreement (hereinafter "Agreement") is made and entered into by and between the City of Central Falls, a Rhode Island Municipality, located at 580 Broad Street, Central Falls, Rhode Island (hereinafter "Grantee") and the State of Rhode Island, Department of Environmental Management, located at 235 Promenade Street, Rhode Island 02908 (hereinafter "DEM") (collectively the "Parties").

WHEREAS, DEM has awarded Grantee a grant entitled Bringing Tennis to Central Falls (hereinafter "Project") pursuant to the Grant Application dated December 9, 2019 on file with DEM including a map (hereinafter "Application") for property located at Sacred Heart Park, 2 George Street, Central Falls, Rhode Island (hereinafter "the Property") to conduct the work outlined within the Scope of Work attached hereto as Exhibit A; and

NOW THEREFORE, for and in consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEM and Grantee enter into this Agreement, on the terms and conditions contained herein:

PARAGRAPH 1: TERM OF AGREEMENT:

The term of this Agreement shall be for three (3) years and commence on July 1, 2020 and conclude on June 30, 2023, contingent upon the issuance of a Purchase Order by the Rhode Island Department of Administration.

PARAGRAPH 2: PERFORMANCE PERIOD:

The Project [work/construction/labor] must be completed within the Performance Period of two and a half years (2.5 years), which begins the date a Purchase Order is issued and will end December 31, 2022 (hereinafter "Performance Period"). All invoices must be submitted to DEM within ninety (90) days following the completion of the Project Performance Period or by March 31, 2023.

PARAGRAPH 3: PURPOSE:

The purpose of this Agreement is to conduct the work as outlined in the Scope of Work (Exhibit A) and Budget and Contract Schedule (Exhibit B).

PARAGRAPH 4: GRANTEE'S DUTIES:

Grantee shall perform the Project as set forth in the Scope of Work (Exhibit A) and Budget and Contract Schedule (Exhibit B) for the property depicted in Project Boundary Map (Exhibit C). In its performance under this Agreement and when utilizing funds received from this Agreement, Grantee shall comply with all applicable federal, State, and local laws, and all applicable State regulations and policies.

Grantee shall record in the Grantee's land evidence records a Notice of Grant Agreement agreeing to maintain the Property for permanent public outdoor recreation (see attached example attached hereto as Exhibit D) and provide the recorded document to DEM in advance of any payment request.

Grantee shall not use funds received under this Agreement to lobby federal, State or local officials or their staff to receive additional funding or influence legislation.

Grantee shall maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Agreement from expenditures not attributable to this Agreement.

Upon request by DEM, Grantee shall make available all of its books, records, documents, and accounting procedures and practices relevant to this Agreement to the State for inspection and audits conducted pursuant to Paragraph 9 – State Audits.

PARAGRAPH 5: AUTHORIZED REPRESENTATIVES:

DEM's Authorized Representative: DEM's Authorized Representative for purposes of administering this Agreement is:

Megan DiPrete, Chief
Division of Planning & Development
Department of Environmental Management
235 Promenade Street
Providence, RI 02908
Phone: (401)222-2776 x4307
Email: megan.diprete@dem.ri.gov

DEM's Authorized Representative has the responsibility to monitor the Grantee's performance and review each request for reimbursement and the supporting documentation submitted by the Grantee.

GRANTEE's Authorized Representative: Grantee's Authorized Representative for purposes of administering this Agreement is:

Derek Collamati
Fund Developer
City of Central Falls
580 Broad Street
Central Falls, Rhode Island 02863
401-727-7480
dcollamati77@gmail.com

If either Party selects a new Authorized Representative at any time during this Agreement, they must notify the other Party in writing.

PARAGRAPH 6: CONSIDERATION AND PAYMENT

The total cost of the work to be reimbursed under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00). Grantee shall provide a minimum match of twenty percent (20%) of total project cost of the grant pursuant to the Scope of Work and Budget and Contract Schedule. The source of funding is not subject to Federal reporting requirements.

PAYMENT METHOD: DEM will not pay Grantee any expenditures incurred outside of the Performance Period. All documented costs, expenditures and invoices shall be consistent with the Scope of Work and Budget Contract Schedule

All payments shall be on a reimbursement basis and made in accordance with procedures established by the DEM and the Rhode Island State Controller. There shall not be more than 4 payments to Grantee by DEM. Requests for reimbursement shall be made in the form of paid invoices with valid supporting documentation that indicate the nature and time of the expenses, including payroll records and cancelled checks where applicable within ninety (90) days following the completion of the Project Performance Period as outlined in Paragraph 2.

LIMIT OF PAYMENTS: In no event shall the total obligation of DEM for all payments and reimbursements to Grantee under this Agreement exceed the Project Budget.

PARAGRAPH 7: ASSIGNMENT, AMENDMENTS, WAIVER and MODIFICATIONS

ASSIGNMENT: Grantee may neither assign nor transfer any rights or obligations under this Agreement.

AMENDMENTS: Any amendment to this Agreement must be in writing and approved by DEM and shall not be effective until it has been executed by the Parties.

WAIVER: If DEM fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

MODIFICATIONS: The Parties agree that no modification of this Agreement may be made except pursuant to a written agreement signed by the Parties.

PARAGRAPH 8: INDEMNIFICATION

Grantee shall indemnify, save, and hold DEM, its agents, and employees harmless from any claims or causes of action arising from the performance of this Agreement by Grantee or the Grantee's agents or employees.

During and as a result of any projects and activities that are conducted by Grantee on property owned or managed by DEM, Grantee hereby agrees that it shall indemnify and hold harmless DEM for all loss, damage and injury, including bodily injury and death, caused by the negligence or willful act or omission of Grantee its agents, employees, invitees, volunteers and all others pursuant to this Agreement.

PARAGRAPH 9: STATE AUDITS

DEM and its authorized representatives shall have the right to audit, examine and make copies of all financial and related records relating to this Agreement. Grantee shall cooperate with any state or federal audit with regard to this Agreement and shall maintain complete and accurate accounting records pertaining to this Agreement for a period of seven (7) years after this Agreement has closed.

PARAGRAPH 10: WORKERS' COMPENSATION

Grantee certifies that it is in compliance with State laws relating to workers' compensation coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

PARAGRAPH 11: PUBLIC RECORDS

All records possessed by DEM in connection with this Agreement are subject to the Rhode Island Access to Public Records Act (hereinafter "APRA"), R.I. Gen. Law § 38-2-1, et seq. In no event shall DEM be liable to Grantee for releasing to the public any records relating to this Agreement that DEM determines should or must be released in accordance with APRA.

PARAGRAPH 12: GOVERNING LAW

This Agreement and performance hereunder shall be construed under the laws of the State of Rhode Island.

PARAGRAPH 13: TERMINATION

DEM may terminate this Agreement without notice in the event of material breach of contract by Grantee.

In the event that the amount of any available or appropriated funds provided for the purpose of this Agreement shall be reduced, terminated, or not continued at an aggregate level sufficient for this Agreement, DEM shall notify the Grantee of such reduction of funds and the DEM shall be entitled to reduce its

commitment accordingly, but shall be obligated for payments due to Grantee up to the time of such notice.

PARAGRAPH 14: ASSURANCES:

This Agreement is executed, delivered, and accepted upon the express terms, covenants and conditions herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

PARAGRAPH 15: PUBLICITY

The Grantee shall post a sign at the Project listing DEM as the source of funding for the Project and give due credit to the DEM in the creation of products resulting from the Project. All media announcements, signage, reports and any other materials produced for public consumption, printed or electronic, pursuant to this Agreement must recognize the Department of Environmental Management and as a source of funding.

PARAGRAPH 16: ATTACHMENTS

Attached hereto and made part of this Agreement are the following exhibit(s):

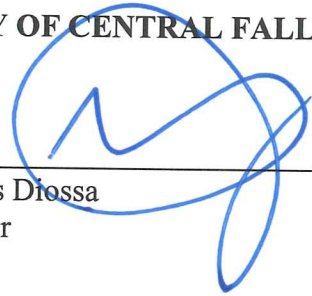
- Exhibit A – Scope of Work
- Exhibit B – Budget and Contract Schedule
- Exhibit C – Project Boundary Map
- Exhibit D – Notice of Grant Agreement

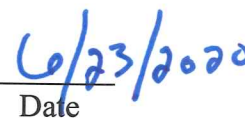
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESSES

CITY OF CENTRAL FALLS

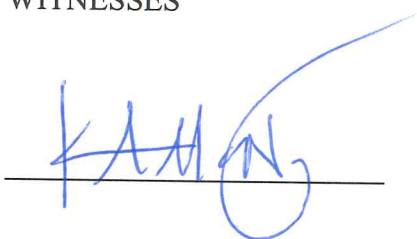


By: 
James Diosa
Mayor


Date

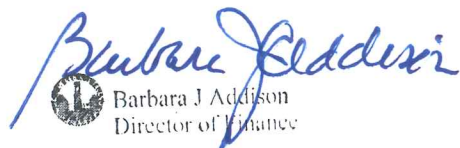

WITNESSES

**STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**




By: 
Janet Coit
Director


Date

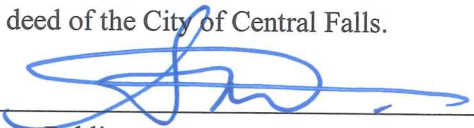

 Barbara J Addison
Director of Finance

Approved as to form and correctness:



STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Central Falls in said County and State, on the 23rd day of June in year 2020, before me personally appeared James Diosa, Mayor, of the City of Central Falls, to me known and known by me to the party executing the foregoing instrument for and on behalf of the City of Central Falls, and he acknowledged said instrument by him executed to be his free act in his capacity as aforesaid, and the free act and deed of the City of Central Falls.

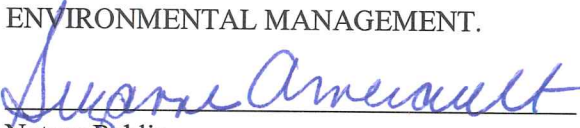


Notary Public

SANDRA M. PEREZ
NOTARY PUBLIC - RHODE ISLAND
ID # 752375
MY COMMISSION EXPIRES 12/17/22

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence in said County and State, on the 7th day of July, in year 2020, before me personally appeared Janet Coit, the Director of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to the party executing the foregoing instrument for and on behalf of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, and she acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.



Notary Public

SUZANNE AMERSAULT
NOTARY PUBLIC
MY COMMISSION EXPIRES
01-30-2023
STATE OF RHODE ISLAND

CERTIFICATE OF AUTHORITY

I, Sonia Grace certify that I am the City Clerk of the City of Central Falls, the municipality described in and which executed the foregoing instrument with the State of Rhode Island, Department of Environmental Management: that the said municipality is organized under the laws of the State of Rhode Island that James Diosa who executed said instrument as the Mayor of said municipality was then the Mayor of said municipality and was duly authorized to execute said instrument on behalf of said municipality: that I know the signature of said Mayor and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of said Municipality the 24th day of June, 2020.

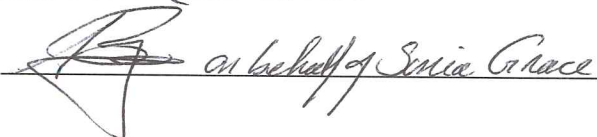
SIGNED: 
_____ on behalf of Sonia Grace

EXHIBIT A: SCOPE OF WORK

Bringing Tennis to Central Falls: Sacred Heart Park, 2 George Street, Central Falls, RI
 Map 1/Lot 197
 (2020-40-02)

PROJECT INFORMATION:

This project was funded by the 2018 Green Economy Bond for the development and renovation of public outdoor recreational facilities in perpetuity for the benefit of all Rhode Island residents.

PURPOSE:

To construct two new tennis courts.

SCOPE OF WORK:

ITEM#	WORK DESCRIPTION
1	Secure site plan (Bohler Engineering)
2	Site Prep/pulverize courts
3	Lasor Grading to 1% pitch
4	Furnish and install 44 yards of gravel
5	Furnish and install 462 feet of fence posts and fabric
6	Furnish and install new net posts
7	Pave 2 Courses
8	Color Coating: Furnish and install 3 coats of acrylic color coating surface system to entire area. (Includes 1 filler coat and 1 finish coat
9	Line Striping: Layout and stipe lines per USTA and USAPA. Apply one coat of acrylic line primer followed by 1 coat of textured white line pain. (Line paint is textured.
10	Install Lighting

EXHIBIT B – BUDGET and CONTRACT SCHEDULE

Bringing Tennis to Central Falls: Sacred Heart Park, 2 George Street, Central Falls, RI
 Map 1/Lot 197: (2020-40-02)

DEM Grant Amount (80%)	CITY Match Amount (20%)	TOTAL PROJECT (100%)
\$100,000.00	\$25,000.00	\$125,000.00
CONTRACT SCHEDULE		
Grant Start Date	7/1/2020	
Performance Period Start Date		
Status Reports	Due every six months until project completion	
Performance Period End Date (End of work/construction/labor)	12/31/2022	
Final Invoices & Final Report due (Within 90 days from Performance Period End Date)	3/31/2023	
Grant End Date	6/30/2023	

EXHIBIT C - PROJECT BOUNDARY MAP

Bringing Tennis to Central Falls
Sacred Heart Park, 2 George Street, Central Falls, RI
Map 1/Lot 197
(2020-40-02)



EXHIBIT D - NOTICE OF GRANT AGREEMENT

Bringing Tennis to Central Falls
Sacred Heart Park, 2 George Street, Central Falls RI
Map 1/Lot 197
(2020-40-02)

The City of Central Falls and its successors and assigns (hereinafter Central Falls) acknowledges property located at Sacred Heart Park, 2 George Street in the City of Central Falls, County of PROVIDENCE, State of Rhode Island, as more particularly delineated on Attachment "A" attached hereto and made a part hereof (hereinafter PREMISES) has been improved in part with state bond funds received from the State of Rhode Island and Providence Plantations, Department of Environmental Management, its successors and assigns (hereinafter DEM) and that the Premises described is subject to all the terms and conditions of Grant 2020-40-02 (hereinafter GRANT AGREEMENT) between the DEM and the City of Central Falls. A copy of the Grant is kept on file at the offices of the City of Central Falls, and of the DEM, 235 Promenade Street, Providence, Rhode Island 02908.

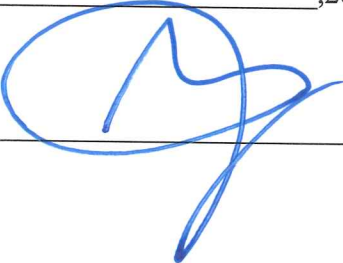
The City of Central Falls acknowledges that the Premises, which is the subject of this Grant, is improved for the approved purpose of permanent public outdoor recreation. The City of Central Falls further acknowledges that the Premises will be managed for long-term public use for recreation. The City of Central Falls, as the Grant Recipient hereby acknowledges that the Premises will be used and will continue to be used for the approved purposes for which it is improved and that the Premises may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of DEM.

If the of City of Central Falls at any time fails in its obligation to properly maintain the Premises in accordance with the purposes and functions of the GRANT AGREEMENT the Premises must be replaced, within three years, and with prior written approval of the DEM with like property of equal recreational value at current market prices and equal benefits. Further, if the Premises is used for activities that interfere with accomplishment of approved purposes, the violating activities must cease, and any resulting adverse effects must be remedied.

If the City of Central Falls determines the Premises is no longer needed or useful for its original purpose and the DEM concurs, the City of Central Falls, may, with the prior consent of the DEM: either (1) improve another parcel of real property of equal value that serves the same approved purpose as the original Premises and manage the newly improved real property for same purposes specified in the original Grant, or (2) as a last resort, transfer the Premises to the DEM or to a third-party designated or approved by the DEM.

The City of Central Falls, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the Premises pursuant to terms and conditions associated with GRANT AGREEMENT 2020-40-02.

IN WITNESS WHEREOF, the City of Central Falls, has set its hand and seal this 23rd day of June, 2020.

By: 

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On this 23rd day of June, 2020, before me personally appeared James Drossa, to me personally known, who, being by me duly sworn, did say personally and under his/her authority as Mayor that this is his/her free act and deed and the free act and deed of the City of Central Falls.

Notary Public
My Commission Expires: 12/17/22

SANDRA M. PEREZ
NOTARY PUBLIC - RHODE ISLAND
ID # 752375
MY COMMISSION EXPIRES 12/17/22

TO BE RECORDED IN THE TOWN LAND EVIDENCE RECORDS:

ATTACHMENT A - PROJECT BOUNDARY PLAN

Bringing Tennis to Central Falls
Sacred Heart Park, 2 George Street, Central Falls, RI
Map 1/Lot 197
(2020-40-02)

