

GRANT AGREEMENT

between the

**State of Rhode Island and Providence Plantations
Department of Environmental Management
Division of Water Resources
235 Promenade Street
Providence, Rhode Island 02908**

and

**City of Central Falls
580 Broad Street
Central Falls, Rhode Island 02863**

In the Amount of:

\$25,000.00

Rhode Island Bays, Rivers and Watersheds Fund

For the Period of:

April 8, 2019 – June 30, 2020

For the Purpose of

**Characterizing Conditions in Valley Falls Pond
to Support Management of Water Chestnut**

GRANT AGREEMENT

This Grant Agreement (hereinafter “Agreement”) is made and entered into by and between the City of Central Falls, a Rhode Island municipality, City Hall, 580 Board Street, Central Fall, RI 02863 (hereinafter “Grantee”) and the State of Rhode Island, Department of Environmental Management, Office of Water Resources, located at 235 Promenade Street, Rhode Island 02908 (hereinafter “DEM”) (collectively the “Parties”).

WHEREAS, DEM is authorized by Rhode Island General Law Chapter 46-31.1 -3 to administer the Bays, Rivers and Watersheds Fund for its intended purposes including but not limited to environmental monitoring.

WHEREAS, DEM has awarded Grantee a grant to conduct a study to monitor and characterize the conditions in Valley Falls Pond for the purpose of planning appropriate actions to abate and manage the growth of water chestnut (hereinafter “Project”) as described in the Scope of Work attached as Exhibit A.

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 commence on April 8, 2019 and conclude on June 30, 2020, contingent upon the issuance of a Purchase Order by the Rhode Island Department of Administration.

PARAGRAPH 2: PURPOSE:

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

PARAGRAPH 3: GRANTEE’S DUTIES:

Grantee shall perform the Project as set forth in the Scope of Work and Budget. 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 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 8 – State Audits.

PARAGRAPH 4: AUTHORIZED REPRESENTATIVES:

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

Susan Kiernan, Deputy Administrator
Rhode Island Department of Environmental Management
235 Promenade Street – Suite 200
Providence, Rhode Island 02908
Phone (401) 222-4700 ex 7600
Email: sue.kiernan@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:

Jean Barros
Deputy Director for Public Works and Code Enforcement
City of Central Falls - 1280 High Street
Central Falls, RI 02863
Phone (401) 727-7460 Ext 2410
Email: jbarros@centralfallsri.us

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

PARAGRAPH 5: CONSIDERATION AND PAYMENT

The total cost of the work to be performed under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000.00). Grantee agrees to document its in-kind matching contribution to the project with a minimum match of ten percent (10%) equaling Two Thousand, Five Hundred Dollars (\$2,500.00). The source of funding is through the restricted receipt accounts, therefore, not subject to Federal reporting requirements.

PAYMENT METHOD: DEM will not pay Grantee any expenditures incurred before the start of the performance period or after the termination date of this Agreement as set forth in Paragraph 1. All documented costs, expenditures and invoices shall be consistent with the Scope of Work and Budget.

All payments shall be on a reimbursement basis and made in accordance with procedures established by the DEM and the Rhode Island State Controller. Payment to Grantee by DEM shall not be more frequent than monthly, requests for reimbursement shall be made in the form of original, signed invoices with valid supporting documentation that indicate the nature and time of the expenses, including payroll records and cancelled checks where applicable within a month of the termination date of this Agreement.

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 6: 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 7: 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 8: 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 9: 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 10: 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 11: GOVERNING LAW

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

PARAGRAPH 12: 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.

Both Parties have the right to terminate this Agreement upon sixty (60) days' written notice to the other Party. In such event, the Agreement shall be equitably adjusted to compensate for work satisfactorily completed. In the event that funding to DEM for this purpose is reduced or eliminated, DEM shall reduce its obligation accordingly and notify Grantee in writing.

PARAGRAPH 13: 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 14: 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 15: EQUIPMENT

The Grantee agrees that equipment purchased under the provisions of this Agreement are the property of the DEM and may be utilized by the Grantee in a reasonable manner. All equipment acquired by the Grantee for which reimbursement was claimed under this Agreement shall, at the option of the DEM, become the property of the DEM. Grantee shall maintain an equipment inventory list of all equipment acquired pursuant to this Agreement and shall make such equipment available for inspection upon request of authorized representatives of the State and Federal governments. If the DEM does not request the return of capital assets within one year of the completion of this Agreement, such assets shall be deemed to be those of the Grantee.

PARAGRAPH 16: COMPETITIVE PROCUREMENT:

With the exception of single source purchases, the Grantee, utilizing its established procedures, agrees to obtain the benefit of competitive pricing, and shall utilize competitive procurement for any goods

and services required for the Project consistent with state requirements. Consistent with RIGL 37-14.1-6, the Grantee shall comply with Rhode Island policy regarding participation of a Minority, Disadvantaged, or Woman Owned Business Enterprise certified by the Department of Administration (DOA). The GRANTEE shall make a good faith effort to achieve the goal of at least ten percent (10%) of the dollar value of the project being performed by one or more RI certified Minority, Disadvantaged or Woman Owned Business Enterprises; or obtain a waiver from this requirement from the RI Department of Administration.

The Grantee shall not enter into any subcontracts to perform work to be reimbursed without the prior approval of DEM.

PARAGRAPH 17: ATTACHMENTS

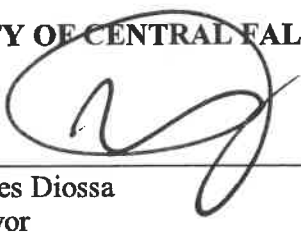
Attached hereto and made part of this Agreement are the following exhibit:

Exhibit A –Scope of Work and Budget

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

WITNESSES

CITY OF CENTRAL FALLS

By: 

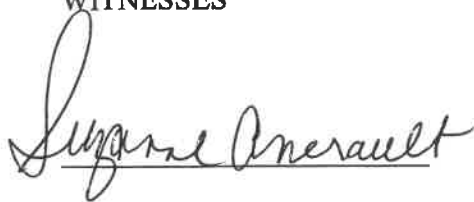
James Diossa
Mayor

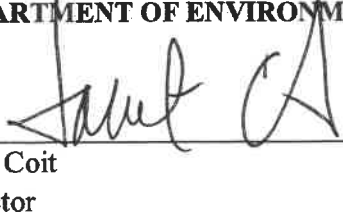
3-27-19

Date

WITNESSES

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



By: 

Janet Coit
Director

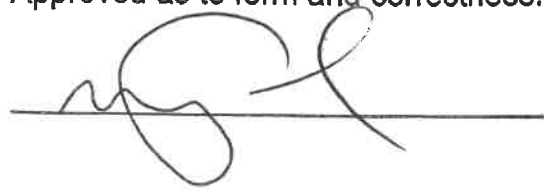
4/12/19

Date

Irina M. Gorman
Acting Finance Director
3/27/19



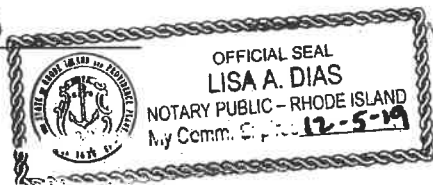
Approved as to form and correctness:



STATE OF RHODE ISLAND
COUNTY OF Providence

In the Town/City of Central Falls in said County and State, on the 27th day of March in year 2019, 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 CITY OF CENTRAL FALLS, and he acknowledged said instrument by his executed to be his free act and deed, his free act and deed in his capacity as aforesaid, and the free act and deed of the CITY OF CENTRAL FALLS.

Lisa A. Dias
Notary Public

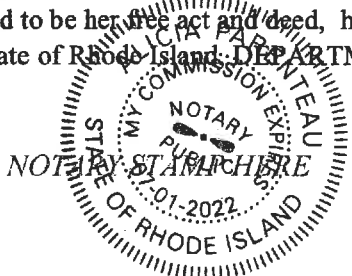


NOTARY STAMP HERE

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence in said County and State, on the 12th day of April, in year 2019, 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, 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.

Janet Coit
Notary Public



CERTIFICATE OF AUTHORITY

I, Sonia Grace, certify that I am the City Clerk 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 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 27 day of March, 2019.



SIGNED: [Signature]

EXHIBIT A SCOPE OF WORK AND BUDGET

PROJECT INFORMATION:

Characterizing Conditions in Valley Falls Pond to Support Management of Water Chestnut

The City of Central Falls, RI, in collaboration with partners, will undertake a study to monitor and characterize the conditions in Valley Falls Pond to support planning for management and abatement of the growth of the invasive plant water chestnut. Introduced to New England from Asia, water chestnut is an ornamental plant that spread into natural water bodies. Water chestnut was first observed in Rhode Island in 2007 in Belleville Pond, North Kingstown and several subsequent infestations are currently known. Once introduced into a water body, water chestnut can establish and spread rapidly. Each seed may produce 10 to 15 rosettes and each rosette may produce 15-20 seeds. Plants disperse primarily through seeds but also by rosettes that detach from their stems, float to another area and drop their seeds. The water chestnut infestation of Valley Falls Pond has been identified and confirmed as among the largest and worse in the state with over 30 acres covered by water chestnut. The dense plant growth prevents recreational uses, such as kayaking or fishing, and adversely alters the aquatic habitat for fish and wildlife. It likely negatively affects adjacent property values and requires attention to be properly managed.

Management options for water chestnut may involve physical methods (harvesting, hand pulling) or chemical treatments. For Valley Falls Pond, selection of the most appropriate management strategy is complicated by the pond hydrology and known sediment contamination. Observation and old bathymetry data indicate the pond is lower than four feet in many areas. However, an up to date understanding of the shallow depths throughout the pond is not available. Such information is critical to assessing whether mechanical harvesting is a viable management option for the pond. The volume of water in the pond and the flow patterns (exchange of water into and out of the Blackstone River) constitute additional important hydrologic data that is needed to assess the feasibility of chemical treatment strategies. Additionally, prior work by DEM, documented elevated levels of metals in the pond sediments likely resulting from historical industrial activities as well as current potential discharges of CSO and stormwater runoff. Given that management of water chestnut would likely involve some disturbance of the pond bottom, a fuller understanding of the sediment conditions is warranted to understand potential hazards.

PURPOSE:

The City of Central Falls, working with a team of partners, will contract for consulting services to undertake a study to monitor and evaluate conditions at Valley Falls Pond in order to provide data and information necessary for proper management to abate the growth of water chestnut in the pond. The study will include recommendations on the feasibility of management options for aquatic invasive plant management.

SCOPE OF WORK:

The City of Central Falls will form a project team, which will include DEM and other interested partners, to assist with this project. With assistance from DEM, the City will prepare a scope of services and procure technical services to complete field work, sediment sampling, analysis and report writing as further outlined below. The City will document compliance with Minority Business Enterprise (MBE) requirements as part of procurement.

The scope of services will include at minimum the following elements:

- 1) Bathymetric survey of the pond to verify depths throughout the pond.
- 2) Measurement and assessment of water circulation patterns including identifying key point of inflow and outflow, estimates of volume, and water residence time.
- 3) Survey of aquatic invasive plants in the pond and their extent/coverage of the pond.
- 4) Sampling of the sediments in a sufficient number of locations and depths to assess against direct exposure criteria to understand the health risks of disturbing the sediments as may be expected with various management options including harvesting, hand-pulling and chemical treatment. The parameters to be sampled will at minimum include sediment testing for Arsenic, Cadmium, Chromium, Lead and Manganese.
- 5) Water quality sampling (just below the surface) in a sufficient number of locations to assess against water quality criteria to:
 - a. understand health risks associated with boating or personal contact with surface water by sampling enterococci and
 - b. determine nutrient availability to the plants (by sampling Total Phosphorus) as well as water column profiles at each location to evaluate background dissolved oxygen/temperature levels for consideration of possible management strategies.
- 6) Assessment of options for controlling water chestnut growth in the pond including identifying any constraints to management actions, cost estimates for actions to be considered and a recommended course of action(s) including timeframes specific to the plant's lifecycle.

The project will result in a draft and final report that incorporates all data, analysis and recommendations. The draft report will be submitted to RIDEM for review and comment. The estimated schedule of work is 9-12 months with additional time for final payment and a grant close out period.

BUDGET

The following deliverables, as described in the Scope of Work, are required to be submitted and are subject to DEM approval prior to final reimbursement.

SCHEDULE OF PAYMENTS AND PROJECT MILESTONES by GRANTEE or Authorized Sub-GRANTEE			
ITEM	DELIVERABLE	GRANT AMOUNT	MATCH AMOUNT
1	Form project team – April 2019	\$0	<i>To be documented as occurs</i>
2	Develop Scope of Services & Procure technical consultant(s)- April- May 2019	\$0	<i>To be documented as occurs</i>
3	Field inspection and bathymetric survey – progress report – May - June 2019	\$5,000	<i>To be documented as occurs</i>
4	Sediment sampling – progress report – Summer 2019	\$10,000	<i>To be documented as occurs</i>
5	Draft Report (October 2019) Final Reports (December 2019)	\$10,000	<i>To be documented as occurs</i>
	<i>Total</i>	\$25,000	\$2,500

- Match consisting of in-kind services will be documented with a minimum requirement of \$2,500.