

**FIRST AMENDMENT AND RESTATEMENT  
OF AGREEMENT**

*between*

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

*and*

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

*with*

Narragansett Bay Commission  
1 Service Road  
Providence, Rhode Island 02905

*for the Period of:*

June 1, 2018 – December 31, 2020

*In the Amount of*

**\$300,000.00**  
*2016 Green Economy Bond*

*for the Purpose of*

*Macomber Stadium Restoration Project  
(2018-70-02)*

## **FIRST AMENDMENT AND RESTATEMENT OF AGREEMENT**

Reference is made to the Macomber Stadium Restoration Project Rhode Island Recreation Grant Program Agreement (hereinafter “Agreement”) dated May 23, 2018 (attached hereto as Exhibit A and incorporated herein) by and between the City of Central Falls located at 580 Broad Street, Central Falls (hereinafter “Grantee”) and the State of Rhode Island, Department of Environmental Management, Division of Planning and Development, with an address of 235 Promenade Street, Providence, Rhode Island 02908 (hereinafter “DEM”) (hereinafter “the Parties”).

WHEREAS, DEM and the City of Central Falls desire to amend and restate the Agreement (hereinafter “Amendment”) for an additional six (6) months of service under the DEM’s prime grant award number 2018-70-02 dated May 23, 2018; and to add provisions regarding payments (Paragraph 2B); and

WHEREAS, DEM is prepared to provide the City of Central Falls with Three Hundred Thousand Dollars (\$300,000.00); and

WHEREAS, the Narragansett Bay Commission (hereinafter “NBC”) shall perform the obligations of the Grantee under this Agreement; and

WHEREAS, DEM and Grantee desire to enter into this First Amendment and Restatement to the Agreement in order to extend the grant for an additional six (6) months and add provisions regarding payments as outlined within Paragraph 2; 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 hereby enter into this Amendment, on the terms and conditions contained herein:

### **PARAGRAPH 1 - PERIOD OF PERFORMANCE**

The term of the Agreement as amended by this Amendment shall commence August 15, 2019, and terminate on December 31, 2020, contingent upon the issuance of a Purchase Order issued by the Rhode Island Department of Administration.

### **PARAGRAPH 2 - PAYMENT AND COMPENSATION FOR SERVICES**

In exchange for up to Three Hundred Thousand Dollars (\$300,000.00), which is eligible under the original award of grant funds provided to the DEM as set forth herein pursuant the Agreement, Narragansett Bay Commission (hereinafter “NBC”) shall perform the work identified and more particularly described in the Scope of Work hereto as set forth in Exhibit B of the Agreement.

Grantee shall provide a minimum match of Twenty percent (20%) to the grant pursuant to the Agreement. Grantee shall be responsible to maintain time and activity reports necessary to document its reimbursable and matching costs incurred in implementing the Agreement and this Amendment.

All payments shall be on a reimbursement basis upon completion of the Project and made in accordance with procedures established by the DEM. 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 (name, dates worked, hourly rate and total hours worked), copies of paid invoices, receipts and cancelled checks where applicable. Grantee shall certify completion of work by NBC in accordance with the scope of work and instruct DEM to make the payment to NBC. Upon receipt of a request for reimbursement the DEM shall review the invoice submission and inspect the Project Site to ensure

completion of the Project.

DEM agrees to issue payments to NBC.

### **PARAGRAPH 3 - TERMINATION**

The DEM may terminate the Agreement and this Amendment 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 the Agreement and this Amendment shall be reduced, terminated, or not continued at an aggregate level sufficient for the Agreement and this Amendment, 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 the Agreement and this Amendment upon sixty (60) days' written notice to the other Party. In such event, the Agreement and this Amendment shall be equitably adjusted to compensate for work satisfactorily completed.

### **PARAGRAPH 4 - RECORDS**

Grantee and NBC shall cooperate with any state or federal audit with regard to the Agreement and this Amendment and shall maintain complete and accurate accounting records pertaining to the Agreement and this Amendment for a period of seven (7) years after the Agreement and this Amendment have closed.

DEM and its authorized representatives shall have the right to audit, examine and make copies of all financial and related records relating to the Agreement and this Amendment.

### **PARAGRAPH 5 - AUTHORIZED REPRESENTATIVES**

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

Megan DiPrete, Chief  
Division of Planning and Development  
Department of Environmental Management  
235 Promenade Street  
Providence, RI 02908  
Phone (401) 222-2776, ext. 4307  
Email: megan.diprete@dem.ri.gov

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

Grantee's Authorized Representative: Grantee's Authorized Representative for purposes of administering the Agreement and this Amendment is:

CITY OF CENTRAL FALLS: Thomas Deller, Director  
Planning and Economic Development  
City of Central Falls  
580 Broad Street  
Central Falls, RI 02863  
Phone (401) 616-2481

Email: [tdeller@centralfallsri.us](mailto:tdeller@centralfallsri.us)

**NARRAGANSETT BAY COMMISSION:**

Laurie Horridge, Executive Director  
Narragansett Bay Commission  
One Service Road  
Providence, RI 02905  
Phone (401) 451-8848 ext. 331  
Email: [lhorrige@narrabay.com](mailto:lhorrige@narrabay.com)

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

**PARAGRAPH 6 - PARTNER'S DUTIES:**

Grantee and NBC shall cooperate with DEM in meeting terms and conditions as outlined within the Scope of Work in Exhibit A.

**PARAGRAPH 7 - GOVERNING LAW:**

Grantee and NBC shall cooperate with DEM in meeting any terms and conditions of the Grant and shall comply with all the terms and conditions of the grant agreement and all state and federal laws, rules and regulations. Any work performed under the Agreement and this Amendment may be governed by conditions applicable to work performed with state funds. Nothing in the Agreement and this Amendment relieves any Party of its obligation to abide by such conditions.

Grantee and NBC shall cooperate with DEM in meeting any terms and conditions of the Grant Agreement.

Any disputes or claims arising out of or in connection the Agreement and this Amendment shall be governed by and be interpreted in accordance with the laws of the State of Rhode Island, without regard to its conflict of laws rules.

**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 the Agreement and this Amendment 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 the 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 the Agreement and this Amendment.

**PARAGRAPH 9 - ASSIGNMENT, AMENDMENTS, WAIVER and MODIFICATIONS**

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

**AMENDMENTS:** Any amendment to the Agreement and this Amendment 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 the Agreement and this Amendment, that failure does not waive the provision or its right to enforce it.

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

**PARAGRAPH 10 - ASSURANCES**

The Agreement and this Amendment 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. Except as amended herein all other terms and condition of the Agreement shall remain in full force and effect. The Agreement and this Amendment is intended to be governed by and construed in accordance with the law of the State of Rhode Island.

**PARAGRAPH 11: PUBLICITY**

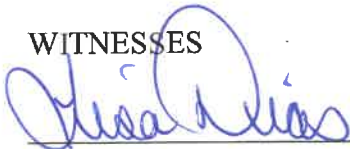
The Grantee and NBC shall post a sign at the Project listing DEM as the source of funding for the Project and give due credit to the DEM in the creation of products resulting from the Project. All media announcements, signage, reports and any other materials produced for public consumption, printed or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

**PARAGRAPH 12 - ATTACHMENTS**

Exhibit A - Original Cooperative Agreement dated May 23, 2018

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

WITNESSES

  
\_\_\_\_\_

**CITY OF CENTRAL FALLS**

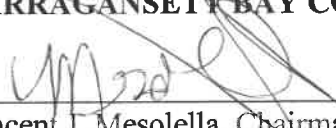
By:   
James A. Diossa, Mayor

9/16/19  
Date

WITNESSES

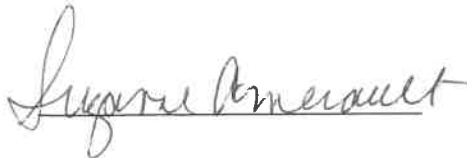
  
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**NARRAGANSETT BAY COMMISSION**

By:   
Vincent J. Mesolella, Chairman

10-22-19  
Date

WITNESSES


  
\_\_\_\_\_

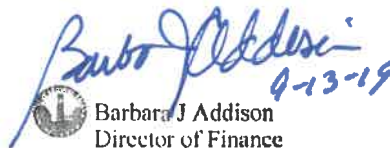
**STATE OF RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

By:   
For Janet Coit, Director

11/1/19  
Date


Approved as to form and correctness:

  
\_\_\_\_\_

  
Barbara J Addison  
Director of Finance

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In the City of Central Falls in said County and State, on the 16<sup>th</sup> day of September  
\_\_\_\_\_ in year 2019, before me personally appeared James A. Diossa, Mayor, **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 him executed to be  
his free act and deed in his capacity as aforesaid, and the free act and deed of the **CITY OF CENTRAL  
FALLS**.

  
Notary Public


LISA A. DIAS  
NOTARY PUBLIC - RHODE ISLAND  
ID # 61425  
MY COMMISSION EXPIRES 12-5-19

NOTARY STAMP HERE

**CERTIFICATE OF AUTHORITY** *City of Central Falls*

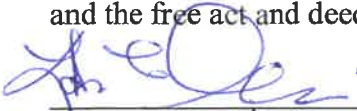
I, Sonia Grace certify that I am the City Clerk of the City of Central Falls the  
municipality described in and which executed the foregoing instrument with the State of Rhode Island,  
Department of Environmental Management: that the said municipality is organized under the laws of  
the State of Rhode Island that James A. Diossa 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.

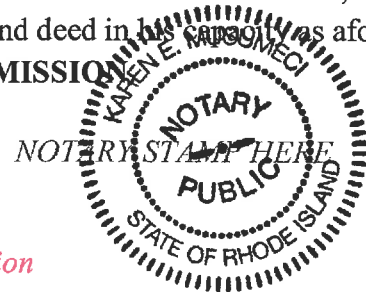
IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of said  
Municipality the City of Central Falls the 16 day of September, 2019.

SIGNED:   
\_\_\_\_\_  
City Clerk

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In the City/town of Providence in said County and State, on the 22nd day of October in year 2019, before me personally appeared Vincent J. Mesolella, Chairman, **NARRAGANSETT BAY COMMISSION**, to me known and known by me to the party executing the foregoing instrument for and on behalf of **NARRAGANSETT BAY COMMISSION**, and he acknowledged said instrument by him executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of the **NARRAGANSETT BAY COMMISSION**.

  
Notary Public Karen E. Musumeci  
Comm. Expires 3-4-2020



**CERTIFICATE OF AUTHORITY** *Narragansett Bay Commission*

I, Laurie Horridge certify that I am the Secretary of **NARRAGANSETT BAY COMMISSION** the corporation described in and which executed the foregoing instrument with the State of Rhode Island, Department of Environmental Management: that the said corporation is organized under the laws of the State of Rhode Island that Vincent J. Mesolella who executed said instrument as the Chairman of said corporation was then Chairman of said corporation and was duly authorized to execute said instrument on behalf of said corporation: that I know the signature of said Vincent J. Mesolella 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 corporation the 22nd day of October, 2019.

SIGNED:   
Laurie Horridge, Secretary

**DEM:**

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In the City of Providence in said County and State, on the 1st day of November 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 in her capacity as aforesaid, and the free act and deed of the State of Rhode Island, **DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**.

  
Notary Public

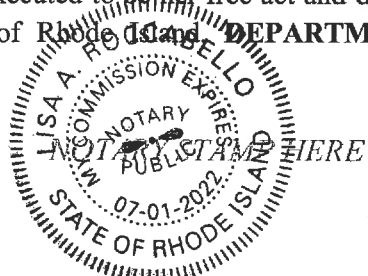


EXHIBIT A



**RHODE ISLAND  
RECREATION GRANT PROGRAM**

**RECREATION DEVELOPMENT GRANT AGREEMENT**

*This agreement is made to be effective the 1st day of June 2018 and is valid through and including June 1, 2020.*

**BETWEEN THE CITY OF CENTRAL FALLS**

Hereinafter referred to as the "CITY"

**AND THE STATE OF RHODE ISLAND, THROUGH THE DIRECTOR OF THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

Hereinafter referred to as the "STATE"

WHEREAS, the CITY is the owner in fee simple of certain real property located at **964 High Street, identified as Macomber Stadium also known as Map 2/Lot 50 in Central Falls**, Rhode Island (the "Premises"); and

WHEREAS, the CITY has filed an application with the STATE (the "Application") under Rhode Island Public Law 145, known as *The 2014 Clean Water, Open Space and Healthy Communities Bonds* (the "Act") to develop the Premises for public recreation purposes in accordance with the *Rules and Regulations for the Agricultural, Recreation Acquisition and Development, Roger Williams Park, and Roger Williams Zoo Grant Programs*, adopted pursuant to the Act (the "Rules and Regulations"), and

WHEREAS, the STATE has awarded a grant to the CITY in an amount not to exceed **Three Hundred Thousand Dollars (\$300,000.00)** to develop the Premises for public recreation purposes, in accordance with the Application and as delineated on **Exhibit A: Project Boundary Map** and specifically referred to as Grant Number # **2018-70-02**, entitled **Macomber Stadium Restoration**, hereinafter referred to as the "Project", and

WHEREAS, failure to meet the conditions: (i) set forth herein, (ii) of the Act, and (iii) of the Rules and Regulations can result in withdrawal of funds allocated to the Grant.

WITNESSETH: In consideration of the Premises, the covenants contained in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the CITY and the STATE hereby covenant and agree as follows:

1. The CITY agrees:

- (a) To provide a minimum **20%** match of total eligible Project expenses.
- (b) To develop the Premises as set forth in the Application, to complete items outlined in **Exhibit**



**B: Scope of Work**, and to hold and maintain the Premises for public recreation use in accordance with the Rules and Regulations.

- (c) To complete the Project within the grant period, on or before June 1, 2020 unless otherwise extended in writing by the STATE.
- (d) To submit all expenses together with required documentation related to the Project including a Final Project Report and photos, within 90 days of the date of Project completion. Note that up to 4 partial payments are allowed for activities outlined in this contract.
- (e) Expenses submitted for reimbursement must be for work performed within the grant period unless otherwise authorized in a Waiver of Retroactivity or an extension period approved by the STATE in writing.
- (f) To have an audit upon request of the STATE, at the expense of the CITY, by a certified public accountant in all instances where in-kind services or materials are utilized.
- (g) To grant the right to inspect the Premises to the Department of Environmental Management for compliance under this agreement.
- (h) To obtain all required local and state permits prior to commencement of the Project.
- (i) To comply with the Americans with Disabilities Act (ADA) and utilize the universal design standards.
- (j) To provide and maintain suitable permanent signage acknowledging the financial assistance of State Bond Funds at the Project site.
- (k) To perpetually use the Premises only for public recreation purposes as more clearly set forth in the Rules and Regulations and not divert the Premises to any other use or dispose of the Premises.
- (l) In the event the CITY shall fail to maintain or use the Premises in accordance with this Agreement, the Act, and the Rules and Regulations, the STATE shall have the right to enforce this Agreement.
- (m) Any and all proposed amendments to the Scope of Work and to this agreement must be requested in writing by the CITY and approved by the STATE.

2. The STATE agrees to:

- (a) Reimburse the CITY, 80% of the eligible expenses for the development of the Project not to exceed **Three Hundred Thousand Dollars (\$300,000.00)**.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**WITNESSES:**

  
\_\_\_\_\_

**CITY OF CENTRAL FALLS**

By:   
\_\_\_\_\_

Print Name & Title: James A. Dossa

  
\_\_\_\_\_

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

By:   
\_\_\_\_\_

Janet Coit, Director

**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

In CENTRAL FALLS, in said County and State, on the 14 day of MAY, before me personally appeared (print name & title)

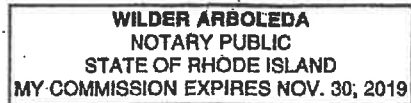
JAMES A. DISSA

of the CITY OF CENTRAL FALLS, RHODE ISLAND to me known and known by me to be the party executing the foregoing instrument for and on behalf of the CITY OF CENTRAL FALLS, RHODE ISLAND and he/she acknowledged said instrument by him/her executed to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of the CITY OF CENTRAL FALLS, RHODE ISLAND.



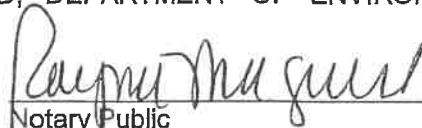
Notary Public

My Commission Expires:



**STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE**

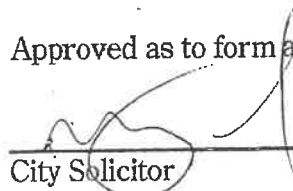
In Providence, in said County and State, on the 23 day of May 2018, before me personally appeared Janet Coit, the Director of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE 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.



Notary Public

My Commission Expires:

Approved as to form and correctness

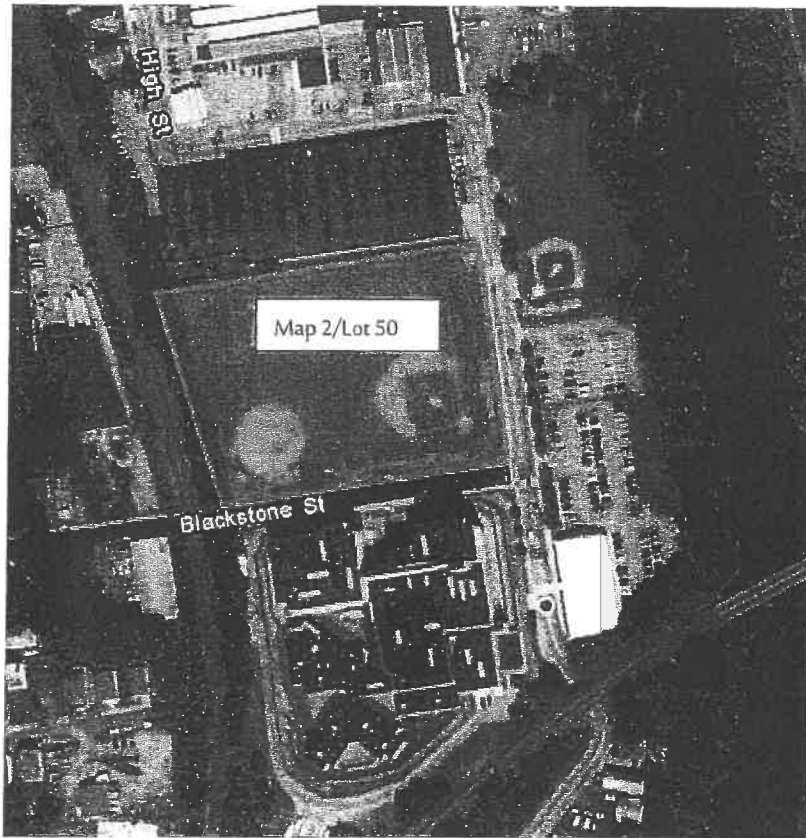


City Solicitor



**EXHIBIT A: PROJECT BOUNDARY MAP**

Macomber Stadium Restoration  
950 High Street, Central Falls RI  
Map 2/Lot 50



**EXHIBIT B: SCOPE OF WORK**

Macomber Stadium Restoration  
950 High Street, Central Falls RI  
Map 2/Lot 50

<b>ITEM #</b>	<b>PROPOSED WORK DESCRIPTION:</b>
1	Remediation of Macomber Field including soil excavation
2	Renovation of field drainage system
3	Renovation of field irrigation system
4	Softball infield mix and mound
5	Baseball infield mix and mound
6	Bleacher and dugout renovations
7	Perimeter fencing