

**STATE OF RHODE ISLAND  
DESIGNATED GRANT AGREEMENT**

This State of Rhode Island Designated Grant Agreement (“Agreement”) is entered into by the State of Rhode Island (“State”) acting through the Rhode Island Department of Human Services Division of Elderly Affairs (“State Agency”), having offices at 57 Howard Avenue, Cranston, RI 02920, and the Town of Central Falls (“Grantee”), having offices at 30 Washington St, Central Falls, RI 02863 (collectively the “Parties”).

***Recitals***

WHEREAS, R.I. Pub. Laws Ch. 142, Art. 1, § 6 (2016) provides that the General Assembly may provide a written “statement of legislative intent” signed by the chairperson of the House Finance Committee and by the chairperson of the Senate Finance Committee to show the intended purpose of certain State appropriations; and

WHEREAS, the statement of legislative intent shows that certain funds were appropriated to the State Agency with the legislative intent that the funds be disbursed to the Grantee in order to meet the State’s Designated Grant objectives; and

WHEREAS, the Parties desire to strengthen local communities and carry out the intent of the General Assembly.

***Grant Agreement***

**1.0 Term of Agreement.**

**1.1 Grant Period.** The “Grant Period” shall be July 1, 2017 through June 30, 2018.

**1.2 Effective Date.** The Agreement shall be effective as of the date of issuance of a purchase order by the Rhode Island Division of Purchases. No payments will be made to the Grantee prior to the execution of this Agreement.

**1.3 Expiration Date.** This Agreement shall expire at the close of the Grant Period or when all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.4 Survival of Terms.** The following sections survive the expiration or termination of this Agreement: 3.5; 5.10 Misused Funds; 7.0 Indemnification; 8.0 State Audits; 9.0 Intellectual Property Rights; 12.0 Endorsement; and 13.0 Governing Law.

**2.0 Grant Purpose.** The “Grant Purpose” is for Senior Services and Programming.

### **3.0 Grantee's Duties.**

- 3.1** In its performance under this Agreement and when utilizing funds received from this Agreement, the Grantee shall comply with all applicable federal, State, and local laws, and all applicable State regulations and policies.
- 3.2** The 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.
- 3.3** All funds received by the Grantee under this Agreement shall be utilized in a manner that effectuates the Grant Purpose and is consistent with the Grant Budget.
- 3.4** The 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 grant from expenditures not attributable to this grant.
- 3.5** Upon request by the State, the 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 Section 8.0.
- 3.6** The Grantee shall immediately notify the State Agency of any material changes to the Grantee such as a change in the Grantee's mission statement, organizational structure, or chief executive or authorized representative.
- 3.7** The Grantee shall disclose all conflict of interests to the State Agency in writing prior to receipt of any funds under this Agreement. For purposes of this section, a conflict of interest is when a board member or major decision making employee of the Grantee or such a person's spouse (if not estranged), dependent child, or business associate is a member of the General Assembly or the head of the State Agency.

### **4.0 Authorized Representatives.**

- 4.1 State's Authorized Representative.** The State Authorized Representative for purposes of administering this Agreement is:

Charles J. Fogarty  
Director

Division of Elderly Affairs  
57 Howard Avenue  
Cranston, RI 02920,  
401.462.0501 (telephone)  
Charles.Fogarty@dea.ri.gov (email)

The State'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.

**4.2 Grantee's Authorized Representative.** The Grantee's Authorized Representative for purposes of administering this Agreement is:

James A. Diossa  
Mayor  
580 Broad St.  
Central Falls, RI 02863  
(401) 727.7474 (telephone)  
[mayor@centralfallsri.us](mailto:mayor@centralfallsri.us) (email)

The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this Agreement. If the Grantee selects a new Authorized Representative at any time during this Agreement, the Grantee must immediately notify the State in writing.

**5.0 Consideration and Payment.**

**5.1 Grant Award.** The "Grant Award" shall be Three Thousand Four Hundred Ninety Five Dollars (\$3,495).

**5.2 Grant Work Plan.** The Grantee must submit a "Grant Work Plan" to the State Agency prior to receiving any payment. The Grant Work Plan shall outline the project for which the Grantee plans to utilize the Grant Award.

**5.3 Grant Budget.** The Grantee must submit a "Grant Budget" to the State Agency prior to receiving any payment. The "Grant Budget" must include a plan for all income and expenses for the grant project and must be based on the Grant Work Plan. The Grant Budget should include line items for personnel costs, consultant and sub-contract services, travel, space, supplies, equipment, and other costs.

**5.4 Grant Budget Approval.** The State Agency shall not approve any Grant Budget that exceeds the Grant Award or that reflects a work plan that is not consistent with the Purpose of this Agreement. The State Agency may

reject in whole or in part the Grantee's Grant Budget or it may request amendments provided the rejections or amendments are necessary or critical to ensuring the funds will be best utilized to effectuate the Purpose of this Agreement.

**5.5 Reimbursement Payment Method.** The State Agency will reimburse the Grantee for each expense contained within an approved Grant Budget at the actual amount incurred by the Grantee provided the actual amount was within ten percent (10%) of the budgeted amount and the total payments to the Grantee under this Agreement do not exceed the Grant Award. In lieu of utilizing a reimbursement payment method, the State Agency, in its sole discretion, may issue a lump sum payment provided that the total Grant Award is less than \$10,000.00.

**5.6 Advance Payments.** The Grantee may request an advance payment from the State Agency by submitting a written request to the State Agency detailing the specific reason(s) for the advance payment. The State Agency, through its chief financial officer, may approve and issue an advance payment provided the specific reason(s) for the advance payment is (are) warranted under the circumstances. A State Agency's approval for an advance payment must be in writing and include the specific reason(s) that warrant the advance payment. In the event an advance payment is approved, the State's Agency's written approval for advance payment shall be incorporated into this Agreement.

**5.7 Invoices & Payment.** Unless otherwise agreed to in writing by the State, the Grantee will receive payments and reimbursements on a monthly basis. The State will promptly pay the Grantee after the Grantee presents, no earlier than the first day of each calendar month, an invoice or reimbursement spreadsheet for the previous month's eligible expenditures, all substantiating documentation reasonably requested by the State Agency, and the State Agency accepts the invoice or reimbursement spreadsheet. At a minimum, the invoice or reimbursement spreadsheet must identify (i) each non-personnel expenditure that is greater than \$1,000.00 and (ii) the name, title, number of hours worked, and the amount of salary and fringe benefits for each personnel expenditure. When submitting an invoice or reimbursement spreadsheet, the Grantee shall also submit documentation substantiating each expenditure that is greater than \$1,000.00. Such substantiating documentation includes but is not limited to evidence that an outside vendor has been paid such as a cancelled check. The Grantee must submit its final invoice and all substantiating documentation to the State Agency within ten (10) days of the expiration of the Grant Period.

**5.8 Unused Funds.** The Grantee must promptly return to the State Agency any unexpended funds that it received as an advance payment. All

unexpended funds must be received by the State Agency within ten (10) days of the expiration of the Grant Period.

**5.9 Limit of Payments.** In no event shall the total obligation of the State for all payments and reimbursements to the Grantee under this Agreement exceed the Grant Award.

**5.10 Misused Funds.** The State shall be entitled to recoup any and all funds paid to the Grantee under this Agreement plus interest upon a finding by the State that the Grantee engaged in improper or illegal activity when directly or indirectly utilizing any funds received under this Agreement. Upon such a finding, the State shall notify the Grantee in writing describing the improper or illegal activity found and list the amount that must be returned to the State. The Grantee shall promptly repay the State for the amount owed. This section shall not prohibit or in any way impair the State's ability to seek additional legal remedies available to it by law or in equity.

**5.11 Offset Provision.** The Grantee agrees that the State may set off the amount of any state tax liability or other obligation of the Grantee to the State against any payments or reimbursements due the Grantee under this Agreement.

## **6.0 Assignment, Amendments, Waiver, and Grant Agreement Complete**

**6.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State Agency and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement.

**6.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement.

**6.3 Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

**6.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7.0 Indemnification.** The Grantee shall indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including

attorney's fees incurred by the State, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees.

**8.0 State Audits.** The Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the Bureau of Audits within the Rhode Island Department of Administration, and/or the State Auditor General, as appropriate, for a minimum of six years from the end of the Agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all State retention requirements, whichever is later.

**9.0 Intellectual Property Rights.** The Grantee retains ownership of all intellectual property created with these grant funds.

**10.0 Workers' Compensation.** The Grantee certifies that it is in compliance with State's laws relating to workers' compensation insurance coverage. The 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.

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

**12.0 Endorsement.** The Grantee must not claim that the State endorses its products or services.

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

**14.0 Termination.**

**14.1 No Fault Termination.** The State Agency may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for all permitted services satisfactorily performed.

**14.2 For Cause Termination.** The State Agency may cancel this Agreement at any time if it finds that the Grantee has engaged in any type of illegal activity, violated the terms of this Agreement, or has indicated a refusal to comply with the terms of this Agreement.

*Approvals*

Grantee

*The Grantee certifies that the appropriate person has executed this Agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By:

  
\_\_\_\_\_ **James A. Diossa, Mayor** \_\_\_\_\_

Title:

*Mayor*

Date:

*9.20.17*

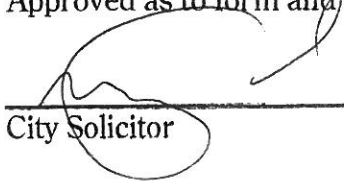
State Agency

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and correctness

  
\_\_\_\_\_  
City Solicitor

**Reviewed per F.S.A.**

  
\_\_\_\_\_  
**Leonard Merganis  
Administration & Finance Officer**

Reviewed per F.S.A.

---

Leonard Morganis  
Administration & Finance Officer