



City of Newport  
**REQUEST FOR CITY COUNCIL ACTION**

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To: Mayor Jamie P. Bova & Members of the City Council  
From: Joseph J. Nicholson, Jr., Esq., City Manager  
Date: August 20, 2020  
Subject: RIDEM Agreement for Abruzzi Sports Complex Recreation Grant  
Staff Presentation: William R. Riccio, Jr., PE, Director of Public Services

**RECOMMENDATION:**

The Department of Public Services recommends executing the grant agreement and associated Notice of Grant Agreement for the 2020 RIDEM Recreation Grant awarded to the City of Newport in order to receive \$100,000.00 to construct a basketball court at the Abruzzi Sports Complex.

**BACKGROUND AND FINDINGS:**

As approved by Council via Resolution 2019-99, the Department of Public Services submitted a RIDEM Small Recreation Grant for Abruzzi Sports Complex. A new basketball court will be constructed on a portion of the current T-Ball Field at the Abruzzi Sports Complex. The T-Ball Field will be eliminated from the Abruzzi Sports Complex in order to accommodate the new basketball court and future home of a skate park. Ongoing discussions between Newport Little League, Friends of Newport Skate Park and the City's Recreation and Parks and Grounds Divisions continue to identify boundaries to balance the three activities (basketball, baseball and skate park) at the Abruzzi Sports Complex. The Recreation Division continues to engage Newport Little League Board of Directors of other locations to move the T-Ball program by utilizing other City parks and fields, as to not impact, but enhance their program offering.

The Newport Open Space Master Plan, as approved by Newport City Council, specifically lists "improving and expanding recreational opportunities, especially basketball" under the supporting actions for great parks and open spaces. The plan specifically lists the active recreation need of two basketball courts in Northern Newport. There are currently no public basketball courts in Newport's North End. Pell Elementary School's outdoor basketball court has limited hours for public use. The project cost is estimated at \$125,000.00 with 80% of the funds (\$100,000.00) coming from the grant and the remaining \$25,000.00 from capital funds.

**PREVIOUS LEGISLATIVE ACTION**

Resolution 2019-99

**FISCAL IMPACT**

☒ Currently Budgeted: (Account: 13-190-5000-050440-130029) \_\_\_ Requires additional appropriation  
\_\_\_ No Fiscal Impact

**SUPPORTING DOCUMENTS**

Resolution  
Recreation Development Grant Agreement

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Finance Dept. Review: \_\_\_\_\_ Date By: \_\_\_\_\_ (if applicable)



THE CITY OF NEWPORT

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**RESOLUTION  
OF THE  
COUNCIL**

No. ....

WHEREAS: The City of Newport has received a Rhode Island Department of Environmental Management (RIDEM) Small Recreation Grant for use in the funding of the construction of a basketball court at the Abruzzi Sports Field Complex; and

WHEREAS: The State of Rhode Island, through RIDEM, has developed a grant agreement that outlines the requirements of the grant program; and

WHEREAS: The State of Rhode Island, through RIDEM, requests the City of Newport's execution of this agreement by signature; and

WHEREAS: City staff has reviewed this document and recommends approval.  
NOW, THEREFORE, BE IT

RESOLVED: That the Newport City Council approves the RIDEM Recreation Grant Agreement and authorizes the Mayor to execute the agreement in addition to Exhibit D, Notice of Grant Agreement, by signature, on behalf of the City of Newport upon final review and approval by the City Solicitor.

IN COUNCIL  
READ AND PASSED

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Laura C. Swistak  
City Clerk

# 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 Newport  
43 Broadway  
Newport, 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*

Abruzzi Sports Complex Basketball Court Construction  
Maple Avenue  
Newport, Rhode Island  
(2020-40-06)

## **GRANT AGREEMENT**

This Grant Agreement (hereinafter “Agreement”) is made and entered into by and between the City of Newport, a Rhode Island Municipality, located at 43 Broadway, Newport, 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 Abruzzi Sports Complex Basketball Court Construction (hereinafter “Project”) pursuant to the Grant Application dated December 2, 2019 on file with DEM including a map (hereinafter “Application”) for property located at Maple Avenue, Newport, Rhode Island (hereinafter “the Property”); 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](mailto: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:

Scott Wheeler  
Superintendent of Parks, Grounds and Forestry  
City of Newport  
280 Spring Street  
Newport, Rhode Island 02840  
401.849.4027  
[swheeler@cityofnewport.com](mailto:swheeler@cityofnewport.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 NEWPORT**

\_\_\_\_\_

By:

Jamie Bova  
Mayor

\_\_\_\_\_  
Date

WITNESSES

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

\_\_\_\_\_

By:

Janet Coit  
Director

\_\_\_\_\_  
Date

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

In the City of Newport in said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_ in year 2020, before me personally appeared Jamie Bova, Mayor, of the City of Newport, to me known and known by me to the party executing the foregoing instrument for and on behalf of the City of Newport, and she/he acknowledged said instrument by her/him executed to be her/his free act in her/his capacity as aforesaid, and the free act and deed of the City of Newport.

\_\_\_\_\_  
Notary Public

NOTARY STAMP HERE

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In the City of Providence in said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 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

NOTARY STAMP HERE

#### **CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_ certify that I am the City Clerk of the City of Newport, 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 Jamie Bova 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNED: \_\_\_\_\_



## **EXHIBIT A - SCOPE OF WORK**

Abruzzi Sports Complex Basketball Court; Maple Avenue, Newport, RI  
Map 2/ Lot 13 - (2020-40-06)

**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 a basketball court at Abruzzi Sports Complex.

**SCOPE OF WORK:**

ITEM#	WORK DESCRIPTION
1	Remove one existing ballfield backstop and one clay infields to clear way for new basketball court
2	Develop one regulation size basketball court
3	Bicycle storage racks
4	Player benches
5	Spectator bleachers
6	Fencing around the basketball court
7	Extension of an ADA accessible sidewalk to provide ADA access to the basketball courts (~250 sq./ft)
8	Installation of an ADA accessible water fountain/ bottle filler.
9	Drainage improvements in current ball field

## **EXHIBIT B – BUDGET and CONTRACT SCHEDULE**

Abruzzi Sports Complex Basketball Court; Maple Avenue, Newport, RI  
Map 2/ Lot 13 - (2020-40-06)

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**

Abruzzi Sports Complex Basketball Court  
Maple Avenue, Newport, RI  
Map 2/ Lot 13  
(2020-40-06)





**EXHIBIT D - NOTICE OF GRANT AGREEMENT**

Abruzzi Sports Complex Basketball Court Construction  
Maple Avenue, Newport RI  
Map 2/Lot 13  
(2020-40-06)

The City of Newport and its successors and assigns (hereinafter Newport) acknowledges property located at Maple Avenue in the City of Newport, County of NEWPORT, 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 2020-40-06 (hereinafter GRANT AGREEMENT) between the DEM and the City of Newport. A copy of the Grant is kept on file at the offices of the City of Newport, and of the DEM, 235 Promenade Street, Providence, Rhode Island 02908.

The City of Newport 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 Newport further acknowledges that the Premises will be managed for long-term public use for recreation. The City of Newport, 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 Newport 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 Newport determines the Premises is no longer needed or useful for its original purpose and the DEM concurs, the City of Newport, 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 Newport, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the Premises pursuant to terms and conditions associated with GRANT AGREEMENT 2020-40-06.

IN WITNESS WHEREOF, the CITY OF NEWPORT, has set its hand and seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 2020.

CITY OF NEWPORT:

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



STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say personally and under his/her authority as \_\_\_\_\_ that this is his/her free act and deed and the free act and deed of the \_\_\_\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_

TO BE RECORDED IN THE TOWN LAND EVIDENCE RECORDS:

**ATTACHMENT A - PROJECT BOUNDARY PLAN**

Abruzzi Sports Complex Basketball Court Construction; Maple Avenue, Newport, RI  
Map 2/Lot 13 - (2020-40-06)





THE CITY OF NEWPORT

**RESOLUTION**

OF THE  
**COUNCIL**

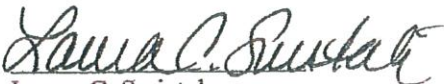
No. 2019-99

WHEREAS: Grant funds are available under the 2020 RIDEM Rhode Island Recreation Acquisition and Development Grant Program which provides up to 80% funding to municipalities to acquire, develop or renovate outdoor recreation facilities; and

WHEREAS: The City of Newport has budgeted capital improvement funds and/or has petitioned for future capital improvement funds that will be used to match the available grant funds for renovation projects at Murphy Field and the Abruzzi Sports Complex. NOW THEREFORE BE IT

RESOLVED: That the Newport City Council authorizes the City Manager to file applications to the RIDEM under the Rhode Island Recreation Acquisition and Development Grant Program for projects at Murphy Field and the Abruzzi Sports Complex in the requested amount of \$500,000.00.

IN COUNCIL  
READ AND PASSED  
November 13, 2019



Laura C. Swistak  
City Clerk