

# RESOLUTION OF THE CITY COUNCIL

No. 496

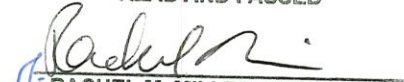

Approved December 13, 2023

RESOLVED, That the Members of the Providence City Council  
hereby Authorize Approval of the following Change Order #1 Contract Award by  
the Board of Contract and Supply, in accordance with Section 21-26 (b)(4) of the  
Code of Ordinances.

First Works \$29,500.00  
(Department of Art, Culture and Tourism).

IN CITY COUNCIL.

DEC 07 2023  
READ AND PASSED

  
RACHEL M. MILLER, PRESIDENT  
  
CLERK

I HEREBY APPROVE.

  
Mayor

Date: 12/13/2023



OFFICE OF THE INTERNAL AUDITOR  
*City of Providence*

October 17, 2023

Ms. Tina Mastroianni  
City Clerk's Office  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Tina:

I am writing to request that the following requested contract awards be submitted to the City Council and the Finance Committee for approval:

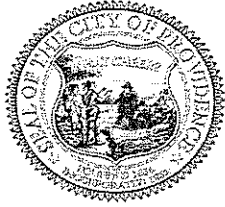
- **Department of Arts, Culture and Tourism:**
  - Change order #1 to **First Works** in the amount of **\$42,000.00** to compensate craft vendors who participated in PVDFest 2023 and experienced damages during the storm on Sunday, September 10, 2023, in accordance with the Code of Ordinances, Section 21-26 (b) (4).
- **Providence Water:**
  - Award to **J.F. Brennan Company, Inc.** for "Removal and Disposal of Residuals from the South Sedimentation Basin", in the amount of **\$7,774,510.00** in accordance with the Code of Ordinances, Section 21-26 (b) (1).
- **Law Department**
  - Notification of outside legal counsel to include **Lifespan Physician Group, Medical and Life Care Consulting** and **Padwa Law Group**, in the amount of **\$546,500.00** in accordance with the Code of Ordinance, Section 21-26 (b) (2).

Sincerely,

A handwritten signature in cursive script, appearing to read "Gina M. Costa".

Gina M. Costa  
Internal Auditor

Cc: Joe Wilson, Jr, Director of ACT  
Ricky Caruolo, General Manager, Water Supply  
Jeff Dana, city Solicitor  
Alejandro Tirado, Director of Purchasing  
Shomari Husband City Treasurer



MAYOR BRETT P. SMILEY  
CITY OF PROVIDENCE



10/4/2023

The Honorable Brett P. Smiley  
Chairman, Board of Contract and Supply  
City Hall  
25 Dorrance Street  
Providence, RI 02903

RE: Change Order to PVDfest Producing Partner – Service Provider – 1 Year Contract with 1 one-year option

ID Number:  
Original Award Date: March 20, 2023  
Original ID Number: #39953  
Account Code: 101-916-53499  
Minority Participation: 0%MB, 0%WBE

Dear Mayor Smiley,

The Department of Art, Culture and Tourism respectfully requests to change order #1 to PVDfest Producing Partner – Service Provider – 1 Year Contract with 1 one-year option with First Works in the amount of \$42,000 to compensate craft vendors who participated in PVDfest 2023 and experienced damages during the storm on Sunday, September 10, 2023, for a revised contract amount of \$242,000.

Original Contract Amount:	\$ 200,000
Change Order #1	\$ 42,000
<b>Final Contract Amount</b>	<b>\$ 242,000</b>

The amount of this change order is based on RI Commerce contributing \$250.00 per vendor and the City of Providence matching with an additional \$250.00 per vendor. First Works will serve as the fiduciary agent and will distribute these funds directly to these craft vendors. This will allow the city to provide a one-time payment to craft vendors in compensation for losses due to weather.

First Works  
235 Promenade Street, Suite 130  
Providence, RI 02908  
Respectfully Submitted,

Joe Wilson, Jr. – Director of Art, Culture and Tourism for the City of Providence

**Department of Art, Culture and Tourism**  
Joseph A Doorley Jr. Municipal Building, 444 Westminster – 3rdFloor, Providence, Rhode Island 02903  
Phone: 401.680.5770 | [www.providenceri.gov/ART-CULTURE-TOURISM](http://www.providenceri.gov/ART-CULTURE-TOURISM)

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: May 8, 2023

TO: Purchasing Director

SUBJECT: **PVD FEST PRODUCING PARTNER-SERVICE PROVIDER-1  
YEAR CONTRACT WITH 1 ONE-YEAR OPTION –  
DEPARTMENT OF ART, CULTURE & TOURISM**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director be authorized to FirstWorks, 235 Promenade Street, Suite 130, Providence, RI 02908, sole bidder, for PVD Fest Producing Partner-Service Provider-1 Year Contract with 1 One-Year Option, in a total amount not to exceed Two Hundred Thousand Dollars (\$200,000.00), all in accordance with the offer of said firm submitted on March 13, 2023.

cc: Pur.Dir.  
Contr  
Art, Culture & Tourism  
File

*CB*

*Jina L. Mastroianni*  
City Clerk

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the \_\_\_\_ day of October 2023, by and amongst the Small Business Loan Fund Corporation (the "Corporation"), the City of Providence (the "City"), and FirstWorks, co-founder of PVDFEST and fiscal agent for the City ("First Works") (collectively, the "Parties").

WHEREAS, PVDFEST is a free to the public outdoor arts festival hosted in the City with vendors offering goods for sale;

WHEREAS, the City experienced severe weather that negatively impacted PVDFEST vendors; and

WHEREAS, the City and the Corporation wish to provide a grant to these impacted vendors;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Purpose:** The purpose of this MOU is to establish the roles and responsibilities amongst the Parties in relation to the funding of grants to impacted vendors.
2. **Selection of Disbursement Agent:**  
The City will engage FirstWorks as the Disbursement Agent for distribution of the grants.
3. **Funding:**
  - a. The City will provide funding in the amount of \$20,250.00 (twenty thousand, two-hundred fifty dollars) ("City Funds"), which will be deposited with the Disbursement Agent.
  - b. The Corporation will provide funding in the amount of \$20,250.00 (twenty thousand, two-hundred fifty dollars) ("Corporation Funds"), which will be deposited with the Disbursement Agent.
  - c. Any funding that is not expended for grants during the term of this Agreement shall be returned to the Party that deposited such funding with the Disbursement Agent not later than thirty days after the end of the term of this Agreement. This provision shall survive the termination of this MOU.
4. **Grant Disbursements:**
  - a. The Disbursement Agent is authorized to provide grants in the amount of \$500.00 (five hundred dollars) each to the vendors identified on Exhibit A.
  - b. Each grant shall be funded 50% from City Funds and 50% from Corporation Funds.
  - c. As a condition precedent to funding of a grant, the Disbursement Agent or the City will first obtain a certification from the recipient of the grant in the form attached as Exhibit B.
  - d. The Disbursement Agent or the City will provide copies of the executed certifications to the Corporation.
  - e. The Corporation Funds may only be used for grants and for no other purpose.

5. **Reporting:** The City will provide a final accounting to the Corporation upon the earlier to occur of (i) ten days prior to the end of the term of this MOU, or (ii) 30 days after the Corporation Funds have been fully expended for grants. Such accounting shall include the grant recipient's name, address, telephone number and the amount of the grant paid to the recipient. This section shall survive the termination of this MOU.

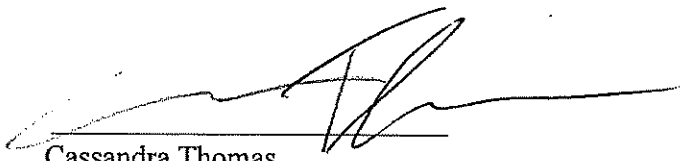
6. **Term:** The term of this MOU shall commence on the date first stated above and continue to April 1, 2024.

SMALL BUSINESS LOAN FUND  
CORPORATION

CITY OF PROVIDENCE

---

William Ash  
Administrator



---

Cassandra Thomas  
Director of Economic Development

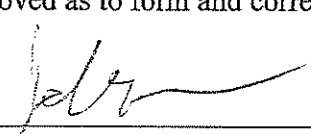
Acknowledged and Agreed to as the Disbursement Agent.

FIRSTWORKS

---

Name: Kathleen Pletcher  
Title: Executive Director

Approved as to form and correctness:



---

Jeffrey Dana, City Solicitor

## Exhibit A



Ashe Vintage  
Parched  
James H Draper & Co. LLC  
Celeste Diaz Falzone  
Studio J Florals  
Take me home candles  
Churros RI  
Foley Finds  
The Poole  
Lewis Farm Designs/ Peonies  
Buns bakery  
Suburbia Circus  
Colonels Collectibles  
Thrive Cakery  
Aura Boho  
Ocean State Vintage  
I Make Wooden Bowls  
Loominous Rug  
Mike Cohea / visuals  
Allie Abrams  
Debbie Allen  
Ciana Ardente  
Danielle Bannan  
Heather Bovenzi  
Crystal Caldarone  
Kathleen Clough  
Bruce Cousineau  
Deanna Crone  
Victoria Duquette  
Alex Eaves  
Rhianon Edwards  
Caleigh Eleftherion  
Brielle Fanti  
Mandy Gadoury  
Chantal Galipeau  
Kristen Gold  
Jaime Hernandez  
Michelle Janas  
Nikki Kovalsky  
Nancy Laboa  
Kevin Mahoney  
Peter Mannka  
Ricardo J. Mate-Cabrera  
Morgan Moreau  
Paul Oteau

81 vendors in total will be provided with \$500:

90sVibecandles  
abc pvd  
Artxbyxsav  
Authentic Akua  
CandlesByJudith  
Canvas Elevation  
Carbon Fang Studios  
Carey Good  
Caribe & Co.  
Cedez Tarot  
ChrisCocolith Arts  
Clown Gore  
Creations by Eric  
DIAMANT BIJOU SKINCARE  
Earthly essentials  
Ella Rose  
Embellished By Deja  
Emelia La Artista  
Emily Quinn  
EyeSky  
Fat Hair Care  
Guillaume Goods  
Henna by Heather  
La Foi Books  
Lots of Paintings  
Mack Fate  
Made By Abigael  
Mi Vela  
mooncraft // design moon  
Neon forest design  
Pawpetual Pins  
PVD Poetry  
Queenbeams  
Queercifolia  
Queerings  
Rainbow Home Studios  
Red Earth Roses  
Slay Natural Body LLC  
Terribly Sublime  
True Beauty Beads  
Zoë Barbano Grinder  
Linked LLC  
Alex's Vintage  
Moss Wild

Katherine Perry  
Alice Petrone  
Katherine Rossi  
Danielle Simpkin  
Benjamin Stalnaker  
Ann Stamp  
Catherine Tague  
Mike Teipel  
Catherine Tiley  
Kenneth Vieira  
Erin Walker  
AJ: Spiritual Intuitive Psychic Artist  
BwitchedByB  
Jamieh  
King Coast Clothing  
Knotty Hangers  
Life With Rainbows  
nootcreations  
SALVEJ  
TaylorDrewStudio  
The Merch and Stuff  
Mad Mama Vintage  
Made by Marisa  
Ray Fanti /DBA RJF Custom Designs  
16 Pieces  
Jess Tracey Illustration  
Picture This Antiques  
Christa Jordan Jewelry  
Odd rabbit

**Exhibit B**

## CERTIFICATION

The undersigned ("Recipient") hereby certifies that the following is true and correct:

1. Recipient's Name: \_\_\_\_\_

2. Recipient's Address: \_\_\_\_\_

3. Recipient's Telephone Number: \_\_\_\_\_

4. The Recipient was registered for and attended PVDFEST 2023.

5. The Recipient was negatively impacted by the severe weather during PVDFEST 2023 and the resulting inability to fully participate in PVDFEST 2023.

6. Recipient acknowledges that the City of Providence and the Small Business Loan Fund Corporation are relying upon the information and statements contained herein in funding a grant to the Recipient in the amount of \$500.

7. To the extent the statements contained herein are materially false, the Recipient will be obligated to repay the City of Providence and the Small Business Loan Fund Corporation \$250 each.

Signed under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name:

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the 5th day of October 2023, by and amongst the Small Business Loan Fund Corporation (the "Corporation"), the City of Providence (the "City"), and FirstWorks, co-founder of PVD FEST and fiscal agent for the City ("First Works") (collectively, the "Parties").

WHEREAS, PVD FEST is a free to the public outdoor arts festival hosted in the City with vendors offering goods for sale;

WHEREAS, the City experienced severe weather that negatively impacted PVD FEST vendors; and

WHEREAS, the City and the Corporation wish to provide a grant to these impacted vendors;

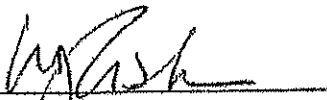
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Purpose:** The purpose of this MOU is to establish the roles and responsibilities amongst the Parties in relation to the funding of grants to impacted vendors.
2. **Selection of Disbursement Agent:**  
The City will engage FirstWorks as the Disbursement Agent for distribution of the grants.
3. **Funding:**
  - a. The City will provide funding in the amount of \$29,500.00 (twenty nine thousand, five hundred dollars) ("City Funds"), which will be deposited with the Disbursement Agent.
  - b. The Corporation will provide funding in the amount of \$29,500.00 (twenty nine thousand, five hundred dollars) ("Corporation Funds"), which will be deposited with the Disbursement Agent.
  - c. Any funding that is not expended for grants during the term of this Agreement shall be returned to the Party that deposited such funding with the Disbursement Agent not later than thirty days after the end of the term of this Agreement. This provision shall survive the termination of this MOU.
4. **Grant Disbursements:**
  - a. The Disbursement Agent is authorized to provide grants in the amount of \$500.00 (five hundred dollars) each to the vendors identified on Exhibit A.
  - b. Each grant shall be funded 50% from City Funds and 50% from Corporation Funds.
  - c. As a condition precedent to funding of a grant, the Disbursement Agent or the City will first obtain a certification from the recipient of the grant in the form attached as Exhibit B.
  - d. The Disbursement Agent or the City will provide copies of the executed certifications to the Corporation.
  - e. The Corporation Funds may only be used for grants and for no other purpose.


5. Reporting: The City will provide a final accounting to the Corporation upon the earlier to occur of (i) ten days prior to the end of the term of this MOU, or (ii) 30 days after the Corporation Funds have been fully expended for grants. Such accounting shall include the grant recipient's name, address, telephone number and the amount of the grant paid to the recipient. This section shall survive the termination of this MOU.

6. Term: The term of this MOU shall commence on the date first stated above and continue to April 1, 2024.

SMALL BUSINESS LOAN FUND  
CORPORATION

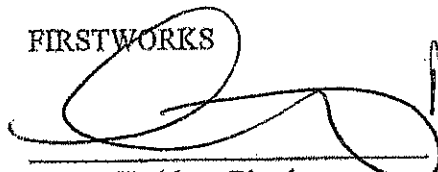
  
William Ash  
Administrator

CITY OF PROVIDENCE

  
Cassandra Thomas  
Director of Economic Development

Acknowledged and Agreed to as the Disbursement Agent.

FIRSTWORKS

  
Name: Kathleen Fletcher  
Title: Executive Director

Manissa Hinton  
Managing Director, FIRSTWORKS  
10/26/23

Approved as to form and correctness:

  
Jeffrey Dana, City Solicitor

## Exhibit A



Ashe Vintage  
Parched  
James H Draper & Co. LLC  
Celeste Diaz Falzone  
Studio J Florals  
Take me home candles  
Churros RI  
Foley Finds  
The Poole  
Lewis Farm Designs/ Peonies  
Buns bakery  
Suburbia Circus  
Colonels Collectibles  
Thrive Cakery  
Aura Boho  
Ocean State Vintage  
I Make Wooden Bowls  
Luminous Rug  
Mike Cohea / visuals  
Allie Abrams  
Debbie Allen  
Clara Ardente  
Danielle Bannan  
Heather Bovenzi  
Crystal Caldarone  
Kathleen Clough  
Bruce Cousineau  
Deanna Crone  
Victoria Duquette  
Alex Eaves  
Rhianon Edwards  
Caleigh Eleftherion  
Brielle Fantl  
Mandy Gadoury  
Chantal Gallpeau  
Kristen Gold  
Jaime Hernandez  
Michelle Janas  
Nikki Kovalsky  
Nancy Laboa  
Kevin Mahoney  
Peter Mannka  
Ricardo J. Mate-Cabrera  
Morgan Moreau  
Paul Ochteau

118 vendors in total will be provided with \$500:

90sVibecandles  
abc pvd  
Artxbyxsav  
Authentic Akua  
CandlesByJudith  
Canvas Elevation  
Carbon Fang Studios  
Carey Good  
Caribe & Co.  
Cedez Tarot  
ChrisCocolith Arts  
Clown Gore  
Creations by Eric  
DIAMANT BIJOU SKINCARE  
Earthly essentials  
Elia Rose  
Embellished By Deja  
Emelia La Artista  
Emily Quinn  
EyeSky  
Fat Hair Care  
Guillaume Goods  
Henna by Heather  
La Foi Books  
Lots of Paintings  
Mack Fate  
Made By Abigael  
MI Vela  
mooncraft // design moon  
Neon forest design  
Pawpetual Pins  
PVD Poetry  
Queenbeams  
Queerclfolia  
Queerings  
Rainbow Home Studios  
Red Earth Roses  
Slay Natural Body LLC  
Terribly Sublime  
True Beauty Beads  
Zoë Barbano Grinder  
Unked LLC  
Alex's Vintage  
Moss Wild

Katherine Perry  
Alice Petrone  
Katherine Rossi  
Danielle Simpkin  
Benjamin Stalnaker  
Ann Stamp  
Catherine Tague  
Mike Teipel  
Catherine Tilley  
Kenneth Vieira  
Erin Walker  
AJ: Spiritual Intuitive Psychic Artist  
BwlchedByB  
Jamleh  
King Coast Clothing  
Knotty Hangers  
Life With Rainbows  
nootcreations  
SALVEJ  
TaylorDrewStudio  
The Merch and Stuff  
Mad Mama Vintage  
Made by Marisa  
Ray Fanti /DBA RJF Custom Designs  
16 Pieces  
Jess Tracey Illustration  
Picture This Antiques  
Christa Jordan Jewelry  
Odd rabbit

Exhibit B



MAYOR BRETT P. SMILEY  
CITY OF PROVIDENCE



11/8/2023

The Honorable Brett P. Smiley  
Chairman, Board of Contract and Supply  
City Hall  
25 Dorrance Street  
Providence, RI 02903

RE: Change Order to PVDFest Producing Partner – Service Provider – 1 Year Contract with 1 one-year option

ID Number:  
Original Award Date: March 20, 2023  
Original ID Number: #39953  
Account Code: 101-916-53499

Minority Participation: 0%MB, 0%WBE

Dear Mayor Smiley,

The Department of Art, Culture and Tourism respectfully requests to change order #1 to PVDFest Producing Partner – Service Provider – 1 Year Contract with 1 one-year option with First Works in the amount of \$29,500 to compensate craft vendors who participated in PVDFest 2023 and experienced damages during the storm on Sunday, September 10, 2023, for a revised contract amount of \$229,500.

Original Contract Amount:	\$ 200,000
Change Order #1	\$ 29,500
<b>Final Contract Amount</b>	<b>\$ 229,500</b>

The amount of this change order is based on RI Commerce contributing \$250.00 per vendor and the City of Providence matching with an additional \$250.00 per vendor. First Works will serve as the fiduciary agent and will distribute these funds directly to these craft vendors. This will allow the city to provide a one-time payment to craft vendors in compensation for losses due to weather.

First Works  
235 Promenade Street, Suite 130  
Providence, RI 02908  
Respectfully Submitted,

Joe Wilson, Jr. – Director of Art, Culture and Tourism for the City of Providence

## CERTIFICATION

The undersigned ("Recipient") hereby certifies that the following is true and correct:

1. Recipient's Name: \_\_\_\_\_
2. Recipient's Address: \_\_\_\_\_
3. Recipient's Telephone Number: \_\_\_\_\_
4. The Recipient was registered for and attended PVD FEST 2023.
5. The Recipient was negatively impacted by the severe weather during PVD FEST 2023 and the resulting inability to fully participate in PVD FEST 2023.
6. Recipient acknowledges that the City of Providence and the Small Business Loan Fund Corporation are relying upon the information and statements contained herein in funding a grant to the Recipient in the amount of \$500.
7. To the extent the statements contained herein are materially false, the Recipient will be obligated to repay the City of Providence and the Small Business Loan Fund Corporation \$250 each.

Signed under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name: