

RESOLUTION OF THE CITY COUNCIL

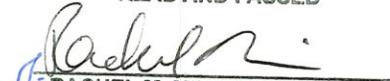
No. 496

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

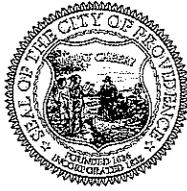
CLERK

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 that reads "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
Final Contract Amount	\$ 242,000

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

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.

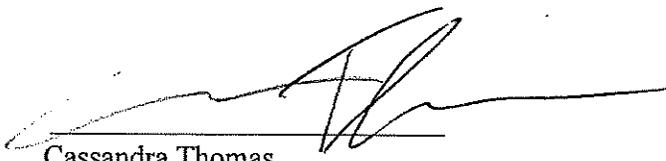
5. **Reporting:** The City will provide a final accounting to the Corporation upon the earlier to occur of (i) ten days prior to the end of the term of this MOU, or (ii) 30 days after the Corporation Funds have been fully expended for grants. Such accounting shall include the grant recipient's name,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



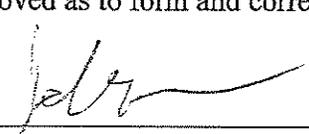
Cassandra Thomas
Director of Economic Development

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 Octeau

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 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 \$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.

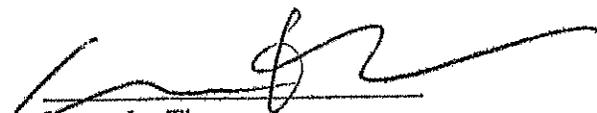
6. Term: The term of this MOU shall commence on the date first stated above and continue to April 1, 2024.

SMALL BUSINESS LOAN FUND
CORPORATION

CITY OF PROVIDENCE



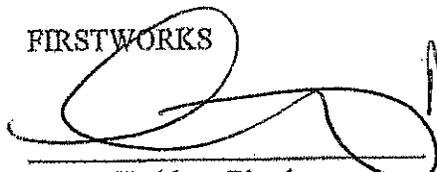
William Ash
Administrator



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 Octeau

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 FoJ 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
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
BwltchedByB
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
Final Contract Amount	\$ 229,500

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

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1. Recipient's Name: _____

2. Recipient's Address: _____

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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: