

RESOLUTION OF THE CITY COUNCIL

No. 98

Approved February 21, 2018

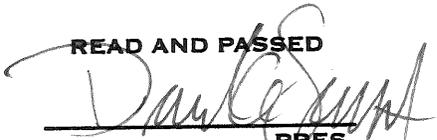
RESOLVED, That the Members of the Providence City Council
hereby Authorize Approval of the following Contract Award by the Board of
Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

FirstWorks \$75,000.00
(Art, Culture & Tourism)

IN CITY COUNCIL

FEB 15 2018

READ AND PASSED



PRES.



CLERK

I HEREBY APPROVE.



Mayor

Date: 2/21/18

City Hall, Room 310
25 Dorrance Street
Providence, RI 02903
P: 401.421.7740, ext 577
F: 401.351.1056



Office of the Internal Auditor

January 3, 2018

Ms. Lori Hagen
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Lori:

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

- **Art, Culture, & Tourism:** Approval of a payment of \$75,000 toward Firstworks' project management fee, sole source vendor in accordance with Code of Ordinance Section 21-26 2b.
- **Department of Public Works: Award to Waste Management of RI** for \$6,500,000 in accordance with Code of Ordinance Section 21-26 2a.

Sincerely,

A handwritten signature in cursive script that reads "Gina M. Costa".

Gina M. Costa
Auditor/Budget Analyst

Cc:

Al Buco, Acting Director of Public Property
Sabrina Solares-Hand, Associate Director of Purchasing
Stephanie Fortunato, Director of Art, Culture & Tourism
Michael Borg, Director of Public Works
James Lombardi, Senior Adviser to the City Council

CITY HALL ♦ 25 DORRANCE STREET, ROOM 310 ♦ PROVIDENCE, RHODE ISLAND 02903
Phone: (401) 521-7477 ♦ Fax: (401) 521-3920
COUNCIL@PROVIDENCERI.COM



Department of Art, Culture + Tourism
Jorge O. Elorza, Mayor | Stephanie Fortunato, Director

December 28, 2017

The Honorable Jorge O. Elorza
Chairman, Board of Contract & Supply
Providence City Hall
Providence, RI 02903

Dear Mayor Elorza:

The City of Providence Department of Art, Culture + Tourism respectfully requests that the Board of Contract & Supply approve a payment of \$75,000 toward FirstWorks' project management fee, pursuant to the two-year contract which was approved by the Board on November 28, 2016. The previous award to FirstWorks only accounted for Fiscal Year 2017 expenses and the required revisiting the budget and scope after July 1, 2017.

FirstWorks will work in collaboration with the City to execute PVDfest 2018 on June 7-10, 2018. The annual event promotes Providence as a premiere cultural destination by transforming the downtown footprint into a vibrant, flourishing, and dynamic event venue. PVDfest 2018 shall consist of public activities to occur in and around Greater Kennedy Plaza and Washington Street. PVDfest will feature local, regional and international artists in a primarily free, outdoor event.

FirstWorks presents world-class performing arts programs that build the cultural, educational and economic vitality of our community. Since 2004, FirstWorks has engaged Rhode Islanders with some of the most exciting artists of our time and connected over 2,500 students annually with transformative arts experiences through performances, festivals and education. FirstWorks is uniquely qualified to co-present PVDfest with the City. The organization previously co-produced the 2012 FirstWorks Festival: On the Plaza, the 2015 Providence International Arts Festival, and PVDfest in 2016 and 2017.

PVDfest is a project of the Department of Art, Culture + Tourism, the Mayor's Office, and Providence City Council. Funding is available in account code **101 916 53499**.

Please let me know if I can provide you with additional information.

Best regards,

Stephanie P. Fortunato
Directors

PROVIDENCE THE CREATIVE CAPITAL

444 Westminster Street, 3rd FL | Providence, Rhode Island 02903 | 401 680 5770 OFFICE | 401 680 8493 FAX
www.providenceri.com

PVDFest2018 - 4 day festival June 7 - June 10	PVDFest2017 Actual	PVDFest2018 Proposed Balanced Budget	Items
Income			
4030 SUPPORT			
4031 Sponsorship	\$ 220,000	\$ 220,000	
4032 Corporate	\$ -	\$ -	
4033 Government	\$ 50,000	\$ 250,000	
4037 Individual Contributions	\$ -	\$ -	
4040 Partnerships	\$ -	\$ -	
4042 Grants	\$ 203,000	\$ 198,000	
Total 4040 Partnerships	\$ 203,000	\$ 198,000	
Total 4030 SUPPORT	\$ 473,000	\$ 668,000	
Billable Expense Income		\$ -	
REVENUE			
4000 Admissions & Ticket Sales	\$ 10,155	\$ 5,000	
4015 Fee for Services	\$ -	\$ -	
4017 Food and Beverage Sales	\$ 36,098	\$ -	
4013 Bar Sales - moved from #4017		\$ 49,500	
4018 Merchandise Sales	\$ 686	\$ 3,000	
4020 Festival Vendor Fees	\$ 8,199	\$ 8,200	
Total 4015 Fee for Services	\$ 44,984	\$ 60,700	
Total REVENUE	\$ 55,139	\$ 65,700	
Total Income	\$ 528,139	\$ 733,700	
Gross Profit	\$ 528,139	\$ 733,700	
Expenses			
6000 GENERAL ADMINISTRATION			
6011 Legal & Filing Fees	\$ -	\$ 3,000	
6012 Bad Debt	\$ 1,000	\$ -	
6013 Bank Fees	\$ 204	\$ 200	
6015 Project Management Fee	\$ 81,000	\$ 75,000	
6015a Misc. Expenses	\$ -	\$ 3,300	
6016 Office Supplies	\$ 508	\$ 500	
6017 Postage	\$ -	\$ -	
6211 Accounting Fees	\$ -	\$ 16,000	
Total 6000 GENERAL ADMINISTRATION	\$ 82,712	\$ 98,000	
6600 INSTITUTIONAL ADVANCEMENT			
6630 Fundraising & Events		\$ -	
6631 Catering Services	\$ 19,787	\$ 10,000	VIP site \$3,500 Sashes \$100 Ice Sculp \$500 Entertain \$500 Vol Food \$1,000 VIP Food \$3,500 VIP Tent \$600

PVDFest2018 - 4 day festival June 7 - June 10	PVDFest2017 Actual	PVDFest2018 Proposed Balanced Budget	Items
6639 Bar Operations		\$ 26,815	Labor \$8,200 Ice \$2,000 Liquor \$9,490 Supplies \$1,125 Auto Ins \$300 Signage \$500 Square \$500 Rentals \$4,700
6633 Postage	\$ -	\$ -	
6635 Tech/Rentals	\$ -	\$ 4,900	Tents, Chairs, Carpet \$3,400 Bus Rent \$1,500
6638 Printing	\$ 60	\$ -	
Total 6630 Fundraising & Events	\$ 19,847	\$ 41,715	
6700 Cultivation		\$ -	
6706 Catering (moved to #6631)	\$ 5,431	\$ -	Vol food \$1,300 VIP Food \$3,500 VIP Tent \$600
6708 Postage	\$ -	\$ -	
6714 Cultivation Travel	\$ 31	\$ -	
Total 6700 Cultivation	\$ 5,462	\$ -	
Total 6600 INSTITUTIONAL ADVANCEMENT	\$ 25,309	\$ 41,715	
6800 MARKETING & PROMOTION		\$ -	
6801 Marketing Support		\$ -	
6811 Market Analysis Sponsors	\$ -	\$ -	
6810 Marketing Subcontractors	\$ 3,850	\$ 10,000	
Total 6801 Marketing Support	\$ 3,850	\$ 10,000	
6820 Promotion/Public Relations		\$ -	
6821 Advertising & Promotion	\$ 15,142	\$ 25,900	
6823 Mailing & Distribution	\$ -	\$ -	
6824 Printing	\$ 7,959	\$ 4,000	
6830 Design Services		\$ -	
6831 Print Design	\$ -	\$ -	
6836 Video PSA's	\$ 600	\$ 2,600	
Total 6830 Design Services	\$ 600	\$ 2,600	
6840 Documentation		\$ -	
6841 Newsclip Service	\$ 656	\$ 650	
6842 Videographer	\$ 3,499	\$ 3,500	
6843 Photographer	\$ 1,500	\$ 1,500	
Total 6840 Documentation	\$ 5,655	\$ 5,650	
Total 6820 Promotion/Public Relations	\$ 29,356	\$ 38,150	
Total 6800 MARKETING & PROMOTION	\$ 33,206	\$ 48,150	
6910 PROGRAM EXPENSES		\$ -	
6913 Insurance/Licensing	\$ 18,227	\$ 21,300	
7000 Signage	\$ 384	\$ 400	
7010 Sites	\$ 1,022	\$ -	
7011 Site Cleanup		\$ 10,500	
7012 Public Safety Infrastructure	\$ -	\$ -	
7020 Admissions & Ticketing Expense		\$ 450	

PVDFest2018 - 4 day festival June 7 - June 10	PVDFest2017 Actual	PVDFest2018 Proposed Balanced Budget	Items
7021 Ticketing Expense	\$ 438	\$ -	
7022 Merchant Fees	\$ 2,818	\$ -	
Total 7020 Admissions & Ticketing Expense	\$ 3,256	\$ 450	
7030 Artist Expense		\$ -	
7031 Artists' Fees	\$ 152,568	\$ 248,000	
7031 Artists' Fees - Friday/Sunday	\$ -	\$ -	
7033 Accommodations	\$ 16,239	\$ 15,000	
7034 Hospitality/Meals	\$ 1,554	\$ 3,500	
7035 Transportation	\$ 3,547	\$ 4,000	
Total 7030 Artist Expense	\$ 173,908	\$ 270,500	
7040 Event Specific Labor		\$ -	
7041 Event Specific Contractors	\$ 23,765	\$ 30,200	Prod Mgrs (ACT) \$28,000 Merch Mgr \$1,000 FW Trans \$1,200
7042 Production Coordinators	\$ 6,017	\$ 13,000	Stage Mgrs \$7,000 FW Prod Coords \$6,000
Total 7040 Event Specific Labor	\$ 29,782	\$ 43,200	
7050 Technical Fees		\$ -	
7051 Technical Fees	\$ 43,539	\$ 50,000	Tech \$22,000 Rentals \$28,000
7052 Supplies/Materials	\$ 636	\$ 750	
7053 Crew Payroll	\$ 42,512	\$ 60,400	Security \$27,500 RIPTA \$1,400 Other Crew \$31,500
7054 Rentals	\$ 74,116	\$ 86,000	PortaPot \$7,500 Golf Carts \$1,000 Table/Chairs incl Bar \$8,500 ATR \$69,000
Total 7050 Technical Fees	\$ 160,803	\$ 197,150	
Total 6910 PROGRAM EXPENSES	\$ 387,383	\$ 543,500	
Total Expenses	\$ 528,610	\$ 731,365	
Net Operating Income	\$ (472)	\$ 2,335	
Net Income	\$ (472)	\$ 2,335	
Contingency Expense		\$ (2,335)	
Net Income		\$ -	

AGREEMENT BETWEEN FIRSTWORKS AND CITY OF PROVIDENCE

This Agreement is entered into this 10th day of November, 2016, by and between the City of Providence, Rhode Island, a municipal corporation organized and existing under the laws of Rhode Island, through its Department of Art, Culture & Tourism, whose address is 444 Westminster, Providence, Rhode Island 02903 (hereinafter referred to as the "City" or "ACT"), and FirstWorks, a non-profit organization organized and existing under the laws of Rhode Island, whose principal address is 275 Westminster, Suite 501, Providence, Rhode Island 02903. The City and FirstWorks are collectively referred to herein as the "Parties."

WHEREAS, the City, in collaboration with Founding Partner, FirstWorks, will execute a project known as "PVDFest;" and

WHEREAS, both parties embrace the values of partnership, artistic excellence, and community engagement; and

WHEREAS, the City will support FirstWorks in fulfilling its mission and growing its capacity, publicly acknowledging FirstWorks' contributions to the Festival; and

WHEREAS, funding for PVDFest shall consist of funds from the City, along with in-kind support and/or donated services from the City and additional grants, corporate and sponsorship dollars raised collaboratively between FirstWorks and the City; and

WHEREAS, PVDFest seeks to transform the downtown festival footprint into a vibrant, flourishing, and dynamic event venue; and

WHEREAS, the parties aspire to have PVDFest become an annual event to promote awareness of the City of Providence as a premiere cultural destination, and

WHEREAS, PVDFest 2017 shall consist of public activities to occur in and around Greater Kennedy Plaza and Washington Street from June 1, 2017 through June 4, 2017; and

WHEREAS, PVDFest will culminate publicly with a center-piece event on June 3, 2017, featuring local, regional and international artists in a primarily free, outdoor event with engagement activities aimed at drawing enthusiastic audiences to Downtown Providence; and

WHEREAS, the City will enter into a two-year agreement to execute PVDFest and will revisit the budget and scope after July 1, 2017; and

WHEREAS, the Parties seek to create an operational framework related to work-flow as well as the use and allocation of funds made available for PVDFest; and

WHEREAS, FirstWorks is the lead cultural partner for PVDFest with four principal roles:

(1) Providing artistic vision and programming expertise and coordinating education and outreach activities aimed at broadening and deepening community engagement around the public

events as part of PVDFest;

(2) Curation and programming of the area in and around Greater Kennedy Plaza;

(3) Engaging and educating the community related to PVDFest programming occurring in and around Greater Kennedy Plaza; and

(4) Acting as fiscal agent for PVDFest, receiving and distributing funds as outlined in the budget addendum attached as Appendix A.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

I. PARTIES' PROMISES AND OBLIGATIONS

- A. The City and FirstWorks agree that the scope of activities covered will include PVDFest 2017, scheduled for June 1-4, 2017 and PVDFest 2018 (June 2018, days TBD).
- B. The Parties have been engaged in developing a project budget, which incorporates existing grant funding sources and anticipates the achievement of certain fundraising goals. Depending upon the magnitude and timing of the grant funds and donations, the project budget is subject to adjustment. This Agreement is designed in part to bring some clarity to the budgetary process.

As of the date of execution, the total 2017 PVDFest project budget is set at Five Hundred Fifty-Two Thousand Dollars (\$552,000) as outlined in Appendix A. Provided the Parties are successful in raising additional funds for the project, both Parties agree to review and change the scope of the PVDFest budget as needed.

- C. The City will provide \$50,000 from ACT's FY 2017 budget. The goal is that the balance of payments made by the City to FirstWorks come not from City operating funds, but rather entirely from grants and money raised through fundraising efforts. Should there be a shortfall, if General Fund monies are to be utilized, formal approval from the Board of Contract & Supply will be required and the City agrees that FirstWorks will not be responsible for paying any bills beyond what the revenue provided to them will cover. With the exception of the project management fee, all of the total anticipated payments and revenues to FirstWorks of Five Hundred Fifty-Two Thousand Dollars (\$552,000) as detailed on Appendix A, are program, production, fundraising, and marketing grants and sponsorships. The remainder of Eighty-One Thousand Dollars (\$81,000) is a management fee paid in consideration for FirstWorks' services, costs incurred, and program and production responsibilities outlined herein. Should fundraising efforts be falling short of Appendix A, the Parties agree to re-visit the budget in good faith, provided that FirstWorks' project management fee shall not be reduced. However, FirstWorks agrees to raise the additional funds required for its operational services as outlined in paragraph D below.

D. FirstWorks' will seek to raise an additional \$80,000 to cover its operational costs. The Parties agree that any additional funds raised through sponsorships will be used for the sole purpose of increasing programming and associated production budget requirements for PVDFest. This Agreement is not intended to capture any of FirstWorks' regular General Operating Support and program sponsors. Should an existing FirstWorks sponsor elect to increase support to FirstWorks on behalf of PVDFest, FirstWorks will first apply the funds to FirstWorks operational support, with any additional funds flowing to PVDFest.

E. In partnership, the City and FirstWorks shall be responsible for:

1. Providing curatorial and program direction for the Festival;
2. In accordance with the PVDFest branding, providing strategic support to the Marketing and Public Relations campaign for the Festival in partnership with other collaborators;
3. Working to raise additional funds through sponsorship, corporate and foundation sources, which may be applied to increase FirstWorks or the City's scope of project activities; overseeing and managing the campaign, including all collateral, media placements and production, in collaboration with other creative partners;
4. Coordinating sponsorship and identifying targets for solicitation;
5. Determining any PVDFest footprint changes or stage additions should funds become available for additional sites;
6. Coordinating scheduling for the Greater Kennedy Plaza area lineup of artists;
7. Managing festival documentation and evaluation of PVDFest;
8. For 2017, jointly determine Alex and Ani Center programming.

F. FirstWorks shall be responsible for:

1. Acting as fiscal agent for PVDFest, accounting for a total of Five Hundred Fifty-Two Thousand Dollars (\$552,000) in total project funds that are estimated will pass through FirstWorks' account;
2. Obtaining an event-specific insurance policy in the amount of at least five million dollars (\$5,000,000) for the Festival, which policy shall cover all the City and FirstWorks venues;
3. Selecting, negotiating and contracting with artists and/or performers engaged for the FirstWorks' stages located in and around Kennedy Plaza. FirstWorks agrees to contract independently with the artists/performers engaged for these Festival stages,

which contracts shall be consistent with and not contrary to this Agreement;

4. Managing and coordinating all related artist accommodations, including technical support, hospitality, and travel arrangements for all performers contracted through FirstWorks for in and around Kennedy Plaza;
5. Managing and coordinating Festival production and tech budget (not to exceed Production line noted in the addendum budget) expenditures (inclusive of production staff) as per baseline budget for Greater Kennedy Plaza stages and spectacles staged within the Festival footprint with the exception of Washington Street, City Hall, and City Hall stage/steps;
6. Managing and coordinating all related vendor agreements, including pre-event estimates, site coordination, artists' rider fulfillment and all vendor payments related to Kennedy Plaza performances;
7. Coordinating education and outreach activities aimed at broadening and deepening community engagement around the public events as part of PVDFest;
8. Reporting at a minimum on a biweekly basis to assure that the joint decision-making is aligning with the strategic vision of the project, with an understanding that as PVDFest approaches the frequency of check-ins will increase;
9. Attending regular steering committee and collaborator meetings with PVDFest partners; and
10. Working to develop strategy and vision for PVDFest future.

G. The City shall be responsible for:

1. Providing \$50,000 in funding to FirstWorks for PVDFest before June 30, 2017.
2. Raising additional funding, in-kind support and/or donated services;
3. Overall management of PVDFest, including but not limited to coordinating with other project partners and vendors;
4. Securing FirstWorks' approval of contract language for contracts between the City and any third parties to which FirstWorks will be making payments in its role as fiscal agent.
5. Coordinating with all city and state agencies to secure the required approvals, permits, and licenses;
6. Working in collaboration with FirstWorks to raise additional funds through sponsorship, corporate and foundation sources which may be applied to increase the

scope of the project;

7. Creating and managing the PVDFest website;
8. Managing and coordinating PVDFest production & tech budget as pertains to Washington Street, City Hall, and City Hall stage/steps (not to exceed Production line noted in the addendum budget) expenditures (inclusive of production staff) as per baseline budget;
9. Creating branding and design guidelines to inform FirstWorks' oversight of production of collateral materials for PVDFest.

H: Notwithstanding the foregoing, the parties will discuss allocations and responsibilities regarding the Alex and Ani Center for PVDFest 2018.

II. DISTRIBUTION OF FUNDING

- A. The Parties have negotiated a budget for PVDFest. The budget includes a baseline and is Appendix A to this agreement.

Operational framework and budgetary commitments will be reviewed and adjusted as needed. This budget may be adjusted upward or downward by mutual agreement based on available funds.

- B. From third-party sources (grants and fundraising), the City shall pay FirstWorks for its contracted services and responsibilities in relationship to the initial baseline budget. If General Funds are required to supplement any shortfall, a formal approval process through the Board of Contract & Supply will be necessary. Any increases or decreases in budget and/or project scale will include amending the payment schedule to reflect changes accordingly.

The payment schedule for PVDFest 2017 from the City to FirstWorks based on government and other grants (exclusive of sponsorship and earned revenue that will come to FirstWorks directly), based on Appendix A, is as follows:

Payment #1: \$50,000 by December 15, 2016

Payment #2: \$198,000 by January 5, 2017

Payment #3: \$30,000 by May 1, 2017.

If general funds of the City are to be used, the Payment schedule for PVDFest 2018 is subject to appropriation by the Providence City Council and must be reviewed after PVDFest 2017.

- C. Under no circumstances will FirstWorks be required to advance its own funds on behalf of the City or PVDFest, nor shall FirstWorks be obligated to enter into contracts or act as fiscal agent for contracts totaling more than the amount budgeted for such purposes

pursuant to Section II.A above.

The financial books on PVDFest 2017 shall close on August 30, 2017. Receipts which have not been submitted for reimbursement prior to that date will not be honored.

III. INDEMNIFICATION

To the extent permitted by law, FirstWorks agrees to defend and hold harmless the City, its departments, agents, servants, employees, directors, officers, and others in active concert with them from any and all liability, loss, damage, or expense, including attorneys' fees, that may result from any and all negligent or intentional acts, omissions, or defaults which arise out of, occur during, or are in any way connected with FirstWorks' performance under this Agreement, or the performance of FirstWorks' agents, servants, employees, or subcontractors.

IV. GENERAL PROVISIONS

- A. The recitals herein are incorporated by reference and constitute a material part of this Agreement.
- B. Neither the City nor FirstWorks shall be under any liability for failure to perform in the event that such failure is caused by or due to inclement weather, physical disability, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, interruption, or any other cause beyond the control of the Parties.
- C. First Works agrees to comply with all applicable local, state, and federal laws that prohibit discrimination based on race, color, national origin, ancestry, religion, age, gender, sexual orientation, or disability.
- D. Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision.
- E. This Agreement constitutes the entire understanding between the Parties hereto with respect to the transactions contemplated herein, and this Agreement shall not be modified except in a writing executed by the Parties hereto.
- F. The invalidity, illegality, or unenforceability of any provision hereof shall not affect or impair any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- G. The failure of any party to insist upon strict performance of a covenant hereunder or any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict performance compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any

other breach or default in the performance of the same or any other obligation hereunder. No term or provision of this Agreement may be waived unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.

H. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Rhode Island in so far as the contractual remedies of the Parties are concerned. This Agreement is further subject to, and is intended to be in conformity with and governed by, all applicable federal, state, and local statutes, regulations, ordinances and codes.

V. The individual Parties signing this Agreement warrant and represent that they have the proper corporate, governmental or other authority to execute this Agreement.

THE PARTIES HEREBY ATTEST that the preceding information is true and agreed to and also to comply with all the terms and conditions as stated above.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

This contract is authorized on behalf of FirstWorks by:

Normand G. Benoit, Board President

Date

This contract is authorized on behalf of the City of Providence by:

Jorge O. Elorza, Mayor, City of Providence

Date

Approved as to form and acceptable to me:

Adrienne Southgate, Deputy City Solicitor

Date