

# RESOLUTION OF THE CITY COUNCIL

No. 470

Approved November 26, 2024

WHEREAS, The Providence After School Alliance (PASA) has been a valuable resource to Providence youth and their families; and

WHEREAS, The City of Providence recognizes the substantial value that the deep relationship between PASA and Providence has delivered to youth and families in Providence; and



WHEREAS, The intent of continuing to facilitate PASA's provision of critical services to the youth and families of Providence.

NOW, THEREFORE, BE IT RESOLVED, That the Providence City Council hereby supports the attached Memorandum of Understanding with the Providence After School Alliance; and


BE IT FURTHER RESOLVED, That the Providence City Council hereby supports the efforts of the Providence After School Alliance; and

BE IT FURTHER RESOLVED, That upon passage, copies of this resolution be transmitted to the Honorable Mayor of Providence and the Providence After School Alliance.

IN CITY COUNCIL  
NOV 21 2024  
READ AND PASSED

  
RACHEL M. MILLER, PRESIDENT  
  
CLERK

I HEREBY APPROVE.

  
Mayor  
Date: 11/26/24

**AMENDMENT NO. 3  
TO THE  
GOVERNING AGREEMENT BETWEEN  
PROVIDENCE AFTER SCHOOL ALLIANCE, INC.  
AND  
THE CITY OF PROVIDENCE**

THIS AMENDMENT NO. 3, dated October 1, 2024 "Amendment"), amends THE GOVERNING AGREEMENT by and between The City of Providence, a Rhode Island municipality, including its departments (collectively, "Providence"), and the Providence After School Alliance, Inc., an independent 501(c)(3) organization and a Rhode Island non-profit corporation ("PASA") (Providence and PASA are collectively referred to as the "Parties") originally entered into on March 2, 2010, amended by that certain Amendment No. 1 to the Agreement, dated September 22, 2014, and amended again by that certain Amendment No. 2 to the Agreement, dated October 1, 2019 (together, the "Agreement"). Capitalized terms used in this Amendment and not otherwise defined shall have the meaning ascribed in the Agreement.

WHEREAS, coincident with the twentieth anniversary of the inception of PASA, in recognition of the substantial value that the deep relationship between PASA and Providence has delivered to youth and families in Providence, and with the intent of continuing to facilitate PASA's provision of critical services to the youth and families of Providence, the Parties seek to re-enter into and update a number of provisions in the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Section 2(b) of the Agreement (Insurance) is revised as follows:

i. Providence Insurance. The parties agree that all city employees participating in City Programs and all Providence Paid Employee Vendors will be covered by Providence Insurance (each term, as defined under Section 4 below).

ii. PASA Insurance. The parties agree that any Vendors that are Independent Vendors or PASA Paid Employee Vendors (as defined under Section 4 below) will, as PASA's option, either (a) be covered by PASA Insurance policies meeting the requirements set forth under this Agreement ("PASA Insurance") or (b) obtain independent insurance coverage as set forth under Section 2(b)(iii) below.

iii. Vendor Insurance. If a vendor is not covered by Providence Insurance or PASA Insurance as set forth under Sections 2(b)(i) and 2(b)(ii) above, PASA shall require each such vendor to carry a minimum umbrella liability insurance policy of \$1 million for property damage and personal injury. Providence shall notify PASA in writing in the event that Providence reasonably identifies any insurance provider as potentially not being able to make payments under any insurance policy (a "Suspect Insurer"), and such writing shall direct PASA to require that such Vendors not obtain insurance from such Suspect Insurer. As soon as practicable, but not later than six (6)

months after receiving such notice, PASA shall require that the applicable Vendors carry appropriate insurance with carriers other than the Suspect Insurer. PASA shall require that the Vendor insurance policies (for Programs that take place in Providence Facilities) list Providence as an additional insured. Upon reasonable advance notice, Providence may request that PASA obtain proof of insurance from a specified Vendor.

2. The Section labeled as Section 2(c) (untitled) is revised such that it is now Section (9)(e)(l) (as amended below), and the Section labeled as Section 2(d) (untitled) is revised such that it is now Section 2(c) of the Agreement and titled "Background Checks".

3. The second sentence of Section 3(g)(iv) of the Agreement (Right to Use Providence Facilities; Minimizing Facility Conflicts; Unavailability of a Facility; Minimum Facility Availability) is revised as follows:

Providence understands that PASA's goal is to increase the number of Participating Youth over time.

4. The Section labeled as Section 3(g) (Access to Facilities) is revised such that it is now Section 3(h) of the Agreement, and the Section labeled Section 3(h) (Providence Representative At Facilities) is revised such that it is now Section 3(i) of the Agreement.

5. Section 4(b) of the Agreement (Providence/Providence Department as Grantee) is revised as follows:

Providence/Providence Department as Vendors. The parties acknowledge that Providence (including without limitation its individual departments and employees) may act as a Vendor to PASA (in such a circumstance, Providence will be referred to as the "City Vendor"). In such a circumstance, the City Vendor must meet the requirements for Vendors generally, and the obligations of the City Vendor and PASA will be governed by the grant agreements to which the City Vendor and PASA are parties ("City Vendor Agreements"), and not by this Agreement. Notwithstanding the foregoing, PASA and Providence acknowledge that Providence is self-insured ("Providence Insurance") and PASA and Providence agree that any insurance requirements for Providence Insurance shall be substantially set forth as Exhibit E. Providence agrees to clearly identify in any City Vendor Agreement (i) the applicable Program ("City Program") and (ii) each Providence employee(s) that is authorized to participate in the City Program ("City Program Employee"). The parties agree that compensation paid by PASA for City Programs shall be paid by PASA to Providence, and Providence shall be solely responsible for further payment of any City Program Employees participating in the City Programs.

6. Section 4(c) of the Agreement (Individual Providence Employees as Grantees) is revised as follows:

Individual Providence Employees as Vendors. The parties further acknowledge that Providence employees may act as Vendors to Providence in a Program that is not a City

Program (in such a circumstance, the Providence employee will be referred to as the **"Employee Vendor"**). Each Employee Vendor must meet the requirements for Vendors generally, and the obligations of the Employee Vendor and PASA will be governed by the grant agreements to which the Employee Vendor and PASA are parties, and not by this Agreement. For each Employee Vendor, PASA and Providence will mutually agree whether (a) such Employee Vendor will receive funds directly from PASA (a **"PASA Paid Employee Vendor"**) or (b) PASA will pay the compensation due to such Employee Vendor to Providence, and Providence shall be solely responsible for further payment to the Employee Vendor (a **"Providence Paid Employee Vendor"**).

7. Section 8 of the Agreement (Term of Agreement) is hereby revised as follows to extend the Term of the Agreement:

**Term of Agreement.** The renewal term of this Agreement shall commence as of October 1, 2024 and shall continue until the fifth anniversary of such date (the **"Term"**).

8. The Section labeled as Section 9(a) (Liability as Between Providence and PASA; Providence Liability) is revised such that Section 9(a)(2) is stricken, Section (9)(a)(3) is revised such that it is now Section 9(a)(2) of the Agreement, and Section 9(a)(4) is revised such that it is now Section 9(a)(3) of the Agreement.

9. Section 9(b)(3) of the Agreement (Liability as Between Providence and PASA; PASA Liability) is revised as follows:

PASA, PASA personnel, volunteers and PASA consultants.

10. Section 9(e) of the Agreement (Liability as Between Providence and PASA; Insurance Requirements) is revised so as to incorporate former Section 2(c) and to read as follows:

**Insurance Requirements.** PASA will obtain and maintain a minimum umbrella liability insurance policy for \$2 million for property damage and personal injury arising out of and/or related to the Program and list the City of Providence as an additional insured. A summary of PASA's insurance coverage as required by the terms of the Agreement is attached hereto as Exhibit G. PASA shall promptly provide Providence with summaries of its insurance coverage if and when it is changed or renewed and upon request.

11. Each of **Exhibits A, B, C, D and G** of the Agreement is revised as set forth in **Exhibits A, B, C, D and G** of this Amendment.

12. The terms of this Amendment shall be deemed to have been effective as of October 1, 2024.

13. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original but all such counterparts shall constitute one and the same instrument.

14. Except as modified by this Amendment, all of the terms of the Agreement will remain in full force and effect.

EACH OF THE UNDERSIGNED has executed this Amendment No. 2 to the Agreement to be effective *nunc pro tunc* as of the day and year first set forth above.

CITY OF PROVIDENCE

By:   
Name: Brett Smiley  
Title: Mayor

Date: 11/26/24

PROVIDENCE AFTER SCHOOL ALLIANCE,  
INC.

By:  
Name: Ann Durham  
Title: Executive Director

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

Approved as to form and correctness:

  
Jeffrey Dana  
City Solicitor

Date: 11/25/24

The following City of Providence representatives have been provided a copy of the final version of this Amendment:

By: \_\_\_\_\_  
Name: Dr. Javier Montañez  
Title: Superintendent, Providence Schools

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Oscar Perez  
Title: Chief of Police

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Wendy Nilsson  
Title: Superintendent of Parks

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Stephen Grace  
Title: Director of Recreation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Courtney Hawkins  
Title: Chief Operating Officer

Dated: \_\_\_\_\_

Exhibit A  
School Department Facilities

Middle Schools:

Del Sesto Middle School \*  
Esek Hopkins Middle School \*

Nathan Bishop Middle School\*  
Nathanael Greene Middle School  
Roger Williams Middle School\*  
West Broadway Middle School

High Schools:

Central High School  
Classical High School  
Dr. Jorge Alvarez High School  
E-Cubed Academy  
Hope High School\*  
Juanita Sanchez High School (JESC Complex) \*  
Providence Career Technical Academy  
Mount Pleasant High School

Schools \* are those that PASA partners with as of the signing of the document. All schools are listed as spaces to be used for summer programming, special credit bearing ACN programming and potential expansion. Specific spaces in the above-identified facilities include without limitation gymnasiums, lunchrooms, classrooms, and outdoor facilities which shall be identified in the applicable standard forms required to use Facilities and submitted by PASA to Providence in accordance with Section 3(f).

As of October 1, 2024

## Exhibit B

### Recreation Department Facilities

A. Vincent Igliazzi Recreation Center

Angelo Zuccolo Recreation Center

Armand E. Batastini Jr. Recreation Center

Davey Lopes Recreation Center

John H. Rollins Recreation Center

Joslin Recreation Center

Kennedy Recreation Center

Madeline Rogers Recreation Center

Sackett Recreation Center

Vincent Brown Recreation Center

West End Recreation Center

Specific spaces in the above-identified facilities including without limitation gymnasiums, lunchrooms, Classrooms, and outdoor facilities shall be identified in the applicable standard forms required to use facilities and submitted by PASA to Providence in accordance with Section 3(f).

As of October 1, 2024



## Exhibit C

### Parks Department Facilities

Roger Williams Park and facilities within the Parks operated by the City of Providence.

Specific spaces in the above -identified facilities include without limitation classrooms, reception areas and other public spaces and shall be identified in the applicable standard forms required to use said facilities and submitted by PASA to the City of Providence in accordance with Section 3(f).

As of October 1, 2024

## Exhibit D

### Providence Services

#### Public Schools:

A designated liaison (principal or assistant principal) who will work in collaboration with the full-time coordinator staff PASA funds to support the schools.

#### Police Department:

Student Relations Officers or other Officers recruited by the Department to run programs in the schools and or recreation center when funded by overtime with funds raised by PASA.

#### Recreation Centers:

Support from recreation Center Directors when programs are run in collaboration with or on-site at recreation centers.

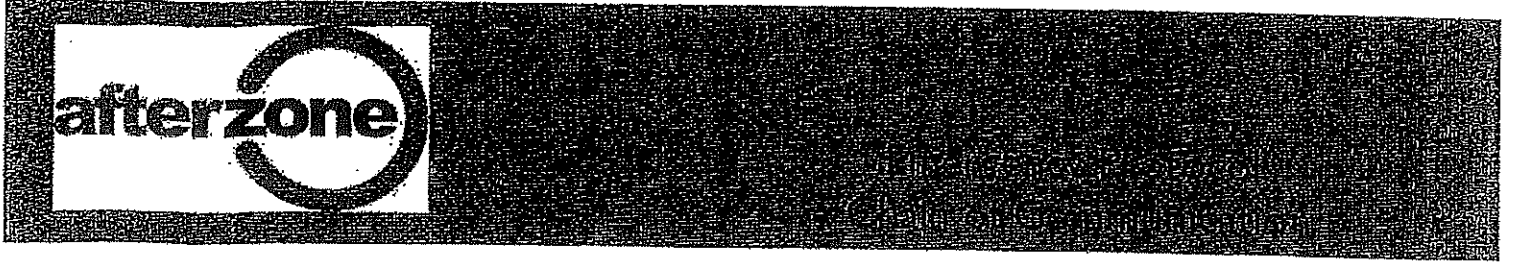
#### Parks Department:

When supplemented by grants for supplies and staff time raised by PASA in collaboration with the Parks Department, Providence will provide staff from the following:

- Natural History Museum education staff and museum facilities
- Botanic Garden staff and access to the education facilities
- Zoo education staff and access to education programming space

As of October 1, 2024

GYPZP



---

All on-site and off-site emergencies should be assessed by Site Coordinator.  
The following Chain of Communication Is to be utilized by Site Coordinator.  
**Note:** If emergency requires immediate medical attention - do not hesitate to contact 911 and then contact Site Coordinator.

---