

City of Providence  
STATE OF RHODE ISLAND

# RESOLUTION OF THE CITY COUNCIL

No. 139

DENIED April 7, 2022

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

iParametrics  
(Policy)

\$270,520.00

IN CITY COUNCIL  
APR 7 2022  
READ AND Denied

  
\_\_\_\_\_  
JOHN J. IGLIZZI, PRESIDENT  
*Jina L. Mastrosianni*  
ACTING CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor  
Date: 4/15/22



OFFICE OF THE INTERNAL AUDITOR  
*City of Providence*

March 7, 2022

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:

- **Policy:**
  - Approval to amend the contract with iParametrics in the amount of \$270,520.00 in accordance with the Code of Ordinance, Section 21-26 (b)(1).

Sincerely,

A handwritten signature in blue ink that reads "Gina M. Costa".

Gina M. Costa  
Internal Auditor

Cc: Diana Perdomo, Chief of Policy  
Demo Roberts, Director of Public Property  
Alejandro Tirado, Associate Director of Purchasing  
James J. Lombardi, III, Treasurer/Senior Advisor to City Council



**CITY OF PROVIDENCE**

Jorge O. Elorza, Mayor

3/1/2022

The Honorable Jorge O. Elorza  
Chairman, Board of Contract and Supply  
City Hall  
25 Dorrance Street  
Providence, RI 02903

**RE: Amend Financial Disaster Recovery and Grant Management Administrative Services with iParametrics with an additional funding source**

ID Number: 35611

Original Award Date: May 10, 2021, Amended July 19, 2021

Original ID Number: 31280

Minority Participation: 0 % MBE , 0 % WBE

Account Code(s): Enter (list of) account code(s)

1. Add: \$270,520 from 263-263-53401

Dear Mayor Elorza,

The Office of PVD Recovery respectfully requests to **amend** the contract with iParametrics approved on May 10, 2021 and amended on July 19, 2021, for an additional \$270,520, for a total amount not to exceed \$419,520.

The account originally included in the award is specific to funding for FEMA consulting. Consultation for ARPA items were added in the first amendment in the amount of \$24,000. We seek to amend the award to add \$270,520 for ARPA Consulting and ARPA Small Business Grant support.

Funds in the amount of \$101,960 are available in account 263-263-53401, 263-0018-22. Funds in the amount of \$168,560 are available in account 263-263-53401, 263-0017-22.

iParametrics LLC  
178 South Main Street, Suite 100  
Alpharetta, GA 30009

Respectfully Submitted,

\_\_\_\_\_  
Diana Perdomo, Chief of Policy

\_\_\_\_\_  
Financial Approval:

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: July 19, 2021

TO: Purchasing Director

SUBJECT: **APPROVAL TO AMEND THE AWARD, WITH IPARAMETRICS – PROVIDENCE EMERGENCY MANAGEMENT AGENCY & OFFICE OF HOMELAND SECURITY**

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Purchasing Director hereby authorizes Approval to Amend the Award, with IParametrics, for Financial Recovery and Grant Management Administrative Services, by adding an additional funding source, in the amount of Twenty Four Thousand Dollars (\$24,000.00), the account originally included in the award is specific to funding for FEMA consulting, any consultation for ARPA items should be charged to the technical assistance budget allocated within ARPA funding to the City, for a total revised total contract amount to exceed One Hundred Forty Nine Thousand Dollars (\$149,000.00), all in accordance with the request of Clara Decerbo, Director, in communication dated July 6, 2021.

cc: Pur.Dir.  
Contr  
PEMA  
File

A handwritten signature in black ink, appearing to be "J. Mastroianni".

*Jina L. Mastroianni*  
Acting City Clerk



City of Providence  
 Department of Art, Culture + Tourism  
 444 Westminster Street, Providence RI 02903

**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

This contract agreement ("Agreement") is entered into as of the 8th day of December 2022 by the City of Providence, Department of Art, Culture + Tourism (herein referred to as "ACT" and WaterFire Providence (hereinafter referred to as the "Subrecipient") in connection with, a certain grant and/or loan to Subrecipient under the State and Local Fiscal Recovery Funds ("SLFRF"). The Subrecipient agrees to the terms and conditions of this contract agreement to undertake the following: producing a 2021 WaterFire season. (herein referred to as the "Program"). The Subrecipient shall in a satisfactory manner, to be determined in the sole and exclusive discretion of the City of Providence and/or the United States Department of Treasury ("USDT"), perform all obligations and duties as contained in this contract agreement and any/all addenda.

This contract agreement shall mean this agreement, any and all Exhibits hereto (including but not limited to the Program budget), and any and all loan closing documents executed in connection herewith ("Contract Agreement").

Subrecipient:	WaterFire Providence
Organization Type:	Nonprofit
DUNS #:	070369116
Federal ID #:	22-2951612
Mailing Address:	475 Valley Street, Providence RI 02908
SLFRF (CFDA #):	21.027
Award Type (Grant or Loan):	Grant \$300,000.00
FAIN:	SLFRP1979
Federal Prime Award:	\$65,686,983
Federal Prime Award Date:	05/28/2021
Program Address:	Downtown Providence
Final Payment Date:	June 30 <sup>th</sup> , 2022

**1. Time of Performance**

The Subrecipient shall commence performance of its obligations under this Contract Agreement upon execution of this agreement and complete the Program no later than June 30, 2022 (hereinafter referred to as the "Program Expiration Date").

**2. Method of Payment**

Payments will be made by The City of Providence to Subrecipient in the form of reimbursement for monies already spent on eligible Program costs as discussed in further detail in Section 7 of this Contract Agreement. All payments are contingent upon Subrecipient's continued compliance with the provisions set forth in this Contract Agreement and any/all SLFRF Rules and Regulations 31 CFR Part 35, OMB Uniform Guidance 2 CFR Part 200, USDT Requirements, the City of Providence SLFRF Policies and Procedures, any applicable local, state, and federal laws, and any applicable USDT and/or City of Providence policy memo, regulation, communication or guideline, as the same may be amended from time to time.

**3. Funding**

It is expressly understood that in no event will the total funding exceed \$300,000 unless otherwise mutually agreed upon in writing by amendment to this Contract Agreement. It is expressly understood that funding is contingent

Initials:

upon The City of Providence's receipt of full USDT federal funding and authorization from USDT to use funds in support of the Program. Any reduction in federal funding may result in reduction or elimination of funding for this Contract Agreement.

#### 4. SLFRF Regulations

The Subrecipient shall conduct all work funded under this Contract Agreement in compliance with the following:

- SLFRF's Rules and Regulations 31 CFR Part 35, as amended from time to time, and all other federal regulations cited herein;
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- City of Providence SLFRF Policies and Procedures Manual, as amended from time to time;
- All local, state, and federal laws; and
- Any subsequent U.S. Department of Treasury and/or City of Providence Policy Memos, Regulations, Communications, and guidance.

Unless otherwise defined herein or unless a different meaning is required from the context in which they are used, all words and terms used in this Contract Agreement are as defined in the Manual attached hereto as Exhibit 3, as the same may be amended from time to time.

#### 5. Program Budget

An approved budget is incorporated and made a part of this Contract Agreement as attached in Exhibit 2 ("Program Budget"). The City of Providence may require a more detailed Program Budget breakdown from time to time. The Subrecipient shall provide such supplementary Program Budget information as required by and on forms provided by The City of Providence's upon request.

The Subrecipient shall not obligate, encumber, spend or otherwise utilize SLFRF funds for any activity or purpose not included or not in conformance with the Program Budget unless the Subrecipient has received explicit written approval from The City of Providence to undertake such actions, including but not limited to, changes between Program Budget categories as follows:

- For the purposes of this Contract Agreement, Program Budget categories include:

Total budget for 2021 season:

- Personnel investment: \$333,500
- Infrastructure Investment: \$93,000
- Equipment and material investment: \$279,500
- The Subrecipient must submit Program Budget category changes in the same form as originally proposed in the approved Program Budget, accompanied by a letter of justification. Program Budget changes may occur within a Program Budget category without the need for written approval from The City of Providence so long as (i) the specific category has been approved; (ii) there is no change to the total Program Budget category amount; and (iii) the changes to the Program Budget are documented.

The Subrecipient acknowledges that this section has no effect upon the Program Description and or Program Schedule. Any amendment to the Program Description and or Program Schedule must be in writing approved by The City of Providence as provided for elsewhere in this Contract Agreement.

#### 6. Fund Disbursement

The Subrecipient may request reimbursement by submitting the SLFRF requisition form attached hereto as Exhibit 4 ("Requisition Form") with backup documentation detailing itemized expenditures by activity and cost categories. All SLFRF funds must be requested on the SLFRF Requisition Form provided.

No funds may be disbursed until all required reports and supporting documentation are submitted. The City of Providence reserves the right to request additional compliance documentation before disbursing funds.

Contract No:

The Subrecipient shall not request disbursement of funds until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed and the proposed use of the funds must be documented and in accordance with the Program Budget, and all SLFRF regulations/guidance.

In the event the Subrecipient fails to pay contractors, subcontractors, vendors or others with claims against the Program, The City of Providence reserves the right to withhold all remaining program funds until payments and/or all conflicts/liens are resolved. The Subrecipient pledges to undertake contracts and subcontracts and manage payments using mechanisms that protect the interests of the Subrecipient and The City of Providence, such as retaining portions of contracts until completion and requiring bonds, warranties and insurance as appropriate.

The Subrecipient will obtain competitive pricing quotes or bids for all services, contracts or purchases, in compliance 2 CFR 200.317-326 – Procurement Standards and the Manual.

#### **7. Program Description, Program Schedule and Scope of Work**

The Subrecipient is responsible for completing the Program in accordance with the approved Program Description, Program Schedule and Scope of Work as outlined in Exhibit 1 attached hereto and made a part hereof. In any instance where the Program Description, Program Schedule and/or Scope of Work may be in conflict with other terms of this Contract Agreement, the Contract Agreement will prevail.

If the Subrecipient wishes to amend the Program Description and/or Scope of Work, the Subrecipient shall seek approval from the City of Providence in writing prior to undertaking any actions relative to such change. Failure to do so may result in termination of this Contract Agreement at The City of Providence's discretion.

#### **8. SLFRF Commitment**

The City of Providence agrees to disburse SLFRF funds subject to the terms and conditions contained in this Contract Agreement. Such disbursements shall not, in the aggregate, exceed that amount designated for total funding listed on page two (2) of this Contract Agreement and as detailed in the Program Budget. In no instance shall The City of Providence be liable for any costs incurred in excess of this commitment (hereinafter referred to as the "SLFRF commitment"), nor for any unauthorized or ineligible costs. Expenses that are out of compliance with this Contract Agreement may be determined ineligible and may be subject to repayment and/or recapture by USDT and/or the City of Providence.

#### **9. Commencement and Duration**

The Subrecipient agrees that the Program shall be carried out in accordance with the Program Schedule outlined in Exhibit 1 and the Time of Performance identified on page one (1) of this Contract Agreement.

In no event shall funds be obligated or spent after the Program Expiration Date unless approved in writing by The City of Providence.

#### **10. Drug Free Workplace**

The Subrecipient shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR part 280, subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Subrecipient shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued which are made apart of this Contract Agreement.

#### **11. Insurance & Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect Contract Agreement assets from loss due to theft, fraud, and/or undue physical damage. WaterFire shall provide the City with proof of liability insurance in the amount of five million dollars (\$5,000,000), naming the City of Providence, its departments, employees and/or agents, as additional insureds.

The Subrecipient shall also comply with the bonding and insurance requirements of 2 CFR 200.312- Insurance and 2 CFR 200.325, -Bonding.

## 12. The City of Providence and USDT Recognition

The Subrecipient agrees to recognize the role of The City of Providence and USDT in providing assistance pursuant to this Contract Agreement by referencing the support provided in all publications and media efforts that relate to this Program. All activities, facilities and items utilized pursuant to this Contract Agreement shall be prominently labeled as to this funding source.

## 13. Program Income

Program income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. The Subrecipients of SLFRF funds should calculate, document, and record the program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Subrecipient shall comply with The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307.

## 14. Equal Employment Opportunity

During the performance of this Contract Agreement, the Subrecipient must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, handicap, religion, or religious preference, under any program or activity funded under this Contract Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975, and all implementing regulations. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

## 15. Contractors and Subcontractors

All work supported under this Contract Agreement must be in compliance with the following regulations:

- a. The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR parts 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
- b. Executive Order 11246 - Subrecipients hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The Subrecipient furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts. The Executive Order also requires contractors with 51 or more employees and contracts of \$50,000 or more to implement affirmative action plans to increase the participation of minorities and women in the workplace if a workforce analysis demonstrates their under-representation, meaning that there are fewer minorities and women than would be expected given the numbers of minorities and women qualified to hold the positions available.
- c. Debarred and Suspended Contractors - Subrecipients shall not enter into any agreement, written or oral, with any contractor without the prior determination by The City of Providence of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

The Subrecipient will obtain competitive pricing quotes or bids for all contracts or purchases, in compliance with 2 CFR 200.319.

**16. Right to Monitor**

The City of Providence shall have the right to monitor Subrecipient's compliance with all applicable SLFRF Program requirements by whatever means The City of Providence deems appropriate. This right shall continue throughout and until The City of Providence's grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

**17. Right to Inspect**

The City of Providence, its agents and designees, shall have the right, from time to time, to inspect the Program site for purposes of ensuring compliance with the terms and conditions of this Contract Agreement and SLFRF's Rules and Regulations.

Subrecipient agrees to permit The City of Providence, its agents and designees (i) to have reasonable access to the SLFRF assisted program meetings or events, and (ii) to examine its books and records, including all financial statements and records, from time to time, insofar as the same may apply to Subrecipient's use of the SLFRF funds. Subrecipient further agrees to furnish such other information to The City of Providence, as and when requested, for the purpose of determining Subrecipient's compliance with this Contract Agreement and SLFRF's Rules and Regulations.

**18. Record Retention and Access to Records**

Subrecipient agrees that The City of Providence, USDT, the Comptroller General of the United States or any of their authorized representatives, has the right to access the Program and any books, documents, papers or other records of Subrecipient or the Program, which are pertinent to this Contract Agreement in order to make audits, examinations, excerpts or transcripts. Subrecipient will maintain all books and records pertaining to this Contract Agreement throughout and until The City of Providence's grant closeout with USDT or for a 10-year period following the execution of this Contract Agreement, whichever period is longer in duration.

**19. Limitation of Liability**

Subrecipient acknowledges that City of Providence shall not be liable to Subrecipient for the completion of, or the failure to complete, any activities, which are a part of the Program contemplated by this Contract Agreement. Subrecipient acknowledges that should The City of Providence find a material default or noncompliance with this Contract Agreement, as determined by The City of Providence in its sole discretion and, as a result thereof, cease disbursement of SLFRF funds, The City of Providence shall incur no liability to Subrecipient.

**20. Subrecipient Responsibilities and Indemnification for Non-compliance**

Subrecipient is responsible for performing each and every activity comprising the Program in a manner that complies with all aspects of the SLFRF program and the guidance provided. Subrecipient represents that it has accurately and completely described the Program in its Application and, except as otherwise agreed in writing, is responsible for bearing the full cost and expense of execution thereof and of continued compliance with the SLFRF program. In the event disallows any Program cost paid in whole or in part with SLFRF funds, Subrecipient shall indemnify, defend and hold The City of Providence harmless against any resulting loss, including reasonable attorneys' fees.

**21. Indemnification Generally**

Subrecipient shall defend, hold harmless and indemnify The City of Providence from and against any and all claims, costs and/or damages (including reasonable attorneys' fees and costs) arising from (i) any injury or damage to persons or property that may occur as a result of work performed in connection with its SLFRF Program, (ii) any third party, including without limitation, development professionals and contractors who may be engaged by Subrecipient; and (iii) any third party claiming that a third party beneficiary relationship has been established between The City of Providence and such third party, it being the intention of the parties hereto that no such relationships be created or established.

Subrecipient's indemnification of The City of Providence shall survive the disbursement of any funds hereunder and the termination of this Contract Agreement.

22. **FORCE MAJEURE.** The City reserves the right to cancel any specific WaterFire based on risk posed by severe weather conditions or human-made threats known through Homeland Security and intelligence agencies. The City agrees to work collaboratively with WaterFire should such a cancellation become necessary. Neither party shall be liable for any delay or failure of performance due to any reason or unforeseen circumstances beyond the affected party's reasonable control, including acts of God, war and war measures (whether or not a formal declaration of war is in effect), civil unrest, epidemics, pandemics, or labor disputes. The City reserves the right to cancel this event due to the ever-changing landscape of the Covid-19 pandemic without penalty. The obligations and/or rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of excusable delay.

23. **No Delegation of Duties**

Subrecipient shall remain fully obligated under the provisions of this Contract Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program. Any party or parties so designated shall also be obligated to perform such duties under the same restrictions and requirements as if Subrecipient were performing them.

24. **Conflicts of Interest**

Subrecipient must maintain a written conflict of interest policy governing the performance of all persons engaged in the award and administration of contracts that comply with 2 CFR 200.112 and 2 CFR 200.318 as applicable. No person, employee, agent, consultant, officer, director or elected official or appointed official of Subrecipient who exercises or has exercised any function or responsibilities with respect to activities assisted with SLFRF funds or who is in a position to participate in a decision-making process or to gain inside information with regard to these activities, may obtain a financial interest or benefit from a SLFRF-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Subrecipient must provide a copy of its written conflict of interest policy to the City of Providence upon its request.

The Subrecipient covenants that its employees have no interest and will not acquire an interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Contract Agreement, no person having such interest will be employed.

25. **Privacy Protection**

Subrecipient must establish and adhere to a written policy for the protection of non-public personal information collected in the course of Subrecipient's activities under this Contract Agreement. The City of Providence shall have the right to review this policy and to require additional measures to ensure adequate protection of such private information. Review shall be strictly limited to whether such policy complies with The City of Providence requirements. In no event may any statement by The City of Providence be construed as an opinion on whether a privacy policy complies with the requirements of any law, regulation, institution, government or court. Nor may any statement by The City of Providence be used by Subrecipient for any purpose whatsoever, except as necessary to correct or improve Subrecipient's practices, without The City of Providence's prior written consent.

26. **Minority/Women's Business Enterprises**

Subrecipient agrees to develop and implement an outreach program for minority and women business enterprises. Furthermore, the Subrecipient will maintain the records of such outreach program, including the data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract to be paid with SLFRF Funds, as well as additional details regarding the amount of the contract, subcontract, and documentation of Subrecipient's steps to assure that minority business and women's business enterprises have an equal opportunity to compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

27. **Religious Organizations**

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the SLFRF program. The Subrecipient shall not, in carrying out this Contract Agreement, discriminate against a potential client or tenant or vendor on the basis of religion or religious belief. If the Subrecipient engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, the Subrecipient must perform such activities and offer such services outside of any part of this Program and separately, in time and location, from the activities funded under this Contract Agreement.

**28. Reliance upon Information**

The commitment of SLFRF funds under this Contract Agreement has been made in part on the basis of certain financial and other information furnished to The City of Providence by Subrecipient. SLFRF Funds may be withdrawn or recaptured by SLFRF at any time if the information furnished by Subrecipient should prove to be untrue or incorrect in any material respect, or if SLFRF should determine that it is inadvisable to fund the Program because of a material and adverse change in the condition of Subrecipient and/or the Program as determined by SLFRF in its sole discretion.

**29. Programmatic Changes**

Subrecipient will promptly notify The City of Providence in writing in the event of changes in key personnel and obtain the prior written approval from The City of Providence whenever any of the following actions is anticipated: (i) any revision in the scope or objectives of the eligible program activities, including source and use of funds, set forth in the Scope of Work and/or Application; (ii) any revision in the Program Budget between Program Budget categories for the eligible program activities; (iii) any need to extend the period of availability of SLFRF funds; or (iv) obtaining the services of a third party to perform activities which are central to the purposes of this Contract Agreement, which are material to the management or completion of the Program, or which could be construed by The City of Providence as an assignment of Subrecipient's rights and responsibilities under this Contract Agreement.

Failure to so notify The City of Providence may result in termination of this Contract Agreement.

**30. Subrecipient Reporting, Audit and Record Keeping Requirements**

The Subrecipient must retain certain records and must submit to The City of Providence quarterly, or at such other intervals as requested, any information, documents or certifications requested by The City of Providence which The City of Providence deems reasonably necessary to substantiate Subrecipient's continuing compliance with the provisions of all applicable SLFRF program rules, guidelines, criteria, and regulations. Reports must be submitted in such format as prescribed by The City of Providence. The City of Providence shall retain the right to change reporting requirements from time to time as it deems necessary.

Subrecipient must maintain records for inspection by The City of Providence. These include, but are not limited to:

- a. Records of all SLFRF program-related account transactions including deposits, disbursements, and balances.
- b. Records supporting requests for payment and disbursement of funds.
- c. Records indicating the source and amount of any repayment, interest and other return on investment of SLFRF funds.
- d. Records of all written agreements and contracts pertaining to SLFRF Program.
- e. Records supporting a competitive bid process of procurement
- f. Audits and resolution of audit findings.
- g. Any program fees or program income collected.
- h. Efforts to recruit MBEs and WBEs.

The following records and reports must be submitted to The City of Providence:

- a. The City of Providence Special Event application for the 2021 season which will outline all production logistics and City services associated with installing and producing WaterFire in accordance with local, state and federal law.

- a. The City of Providence will waive fees associated with WaterFire's application fees, traffic & engineering, licensing, and municipal public safety through December 31, 2021.
  - b. WaterFire is responsible for completing an Incident Action Plan approved by the Public Safety Commissioner or his/her designee that accounts for the safety of all attendees and participants at all venues and locations used for each installation, including additional security and safety measures.
  - c.
  - d.
  - b. Quarterly Reports with supporting documentation of program expenses and a brief report about the impact of WaterFire on travel, tourism and hospitality. The reports should include:
    - a. Estimated number of visitors
    - b. Economic impact - WaterFire should use the City of Providence's standard economic impact calculator to calculate the economic impact of the season, accessible here <https://www.americansforthearts.org/sites/default/files/aep5/calculators/Providence/calculator.html>.
    - c. Estimated number of artists benefitting from WaterFire
    - d. Sample media coverage about the season demonstrating WaterFire's reach
  - c. Close out reports shall be submitted no later than 15 days following the final drawdown of SLFRF funds on forms provided by The City of Providence.
  - d. Staff payroll and benefit reports and timesheets
  - e. Financial documents, terms of agreement, and contracts upon request.
  - f. Records of all transactions
  - g. Any other program information as requested by The City of Providence from time to time.
31. Close-outs

The Subrecipient's obligation to The City of Providence shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- a. Making final payments;
- b. Disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to The City of Providence; and
- c. Determining custodianship of records.
- d. A post-season meeting with the City Service Team to evaluate successes and challenges of operations and production.

Notwithstanding the foregoing, the terms of this Contract Agreement shall remain in effect during any period that the Subrecipient has control over SLFRF funds, including program income.

### 32. Audit Standards

Subrecipient agrees to comply with the audit standards outlined in Subpart F of 2 CFR Part 200-Audit Requirements, and to prepare an audit within two hundred seventy (270) days after the close of any fiscal year in which Subrecipient expends federal awards of at least \$750,000 (or such other amount as specified by the Director of the Office of Management and Budget). Audits must comply with the provisions of OMB Uniform Guidance 2 CFR Part 200, must be conducted by an independent certified public accountant ("CPA"), and must include a management letter and any responses thereto and CPA-prepared financial statements. Such financial statements must include a balance sheet, operating statements, source and use of funds statement, Schedule of Expenditures of Federal Awards and sufficient supporting schedules and notes as may be necessary for The City of Providence to determine the financial status of Subrecipient's activities. If such audit contains material findings, Subrecipient must provide a copy of the audit, together with any comments and plans for correction, to The City of Providence. If such audit contains no material findings, Subrecipient is not required to submit a copy to The City of Providence unless otherwise required by the terms of this Contract Agreement; provided, however, that upon request Subrecipient must provide a copy of any and all audits performed during the term of this Contract Agreement to The City of Providence, USDT, or any designee thereof. The City of Providence reserves the right, in its sole discretion, to require an audit of any Subrecipient that expends federal funds during its fiscal year, regardless of

amount. Subrecipient acknowledges that, in the event The City of Providence requires an audit, SLFRF administrative funds may not be used to offset the costs associated with the audit. Subrecipient assumes full responsibility for compliance with this paragraph.

**33. Financial Management System**

Subrecipient will establish and maintain a financial management system pursuant to 2 CFR Part 200, Subpart D that will provide for a) accurate, current, and complete disclosure of the financial results of the functions and services performed under this Contract Agreement; and b) record and identify the source and application of funds for the activities, functions and services performed pursuant to this Contract Agreement. These records will contain information pertaining to federal and state funds received, and assets, liabilities, expenditures, and income; c) effective control over and accountability for all funds, property, and other assets. Subrecipient will safeguard all such assets and will assure that they are used solely for authorized purposes as provided in this Contract Agreement; and d) accounting records that are supported by source documentation.

**34. Repayment of Investment, Time Limits for Performance,**

In the event that the Program is not completed in compliance with the requirements of this Contract Agreement, whether voluntarily or otherwise, an amount equal to the SLFRF funds disbursed for the Program must be repaid to The City of Providence. Any Program assisted with SLFRF funds that does not meet the national objective as outlined on page 1 of this Contract Agreement and as outlined in the Scope of Work will require repayment in full of the SLFRF funds for that Program to The City of Providence.

**35. Uniform Administrative Requirements**

Subrecipients funded under the SLFRF program must comply with applicable uniform administrative requirements as described in 2 CFR Part 200.

**36.**

**37. Subrecipient's Covenants and Agreements**

Subrecipient covenants and agrees with The City of Providence as follows:

- a. All SLFRF funds shall be allocated to units to be occupied by persons or families meeting the income qualifications required by the SLFRF Rules and Regulations;
- b. To complete the program by the program expiration date;
- c. To comply with the City of Providence's guidance, 2 CFR 200 Uniform Guidance, and the USDT regulations pertaining to the SLFRF Program, as amended from time to time.

**38. Subrecipient's Representations.**

Subrecipient represents to The City of Providence as follows:

- a. It has no knowledge of any notices or violations of federal or state statutes or regulations or municipal ordinances or orders, or requirements of any governmental body or authority to whose jurisdiction any of the real estate making up the SLFRF Program is subject;
- b. Its execution, delivery and carrying out of the terms and conditions of the Application and this Contract Agreement have been duly authorized and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors or of the terms or provisions of any existing law, regulation or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- c. There has been no material adverse change in its financial condition since the filing of its Application;
- d. The representations, warranties and statements of fact of Subrecipient as set forth in the Application and this Contract Agreement are true, accurate and complete in all material respects as of the date hereof;
- e. It has not failed to provide The City of Providence with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;

Contract No:

- f. The Subrecipient has duly authorized the officer executing this Contract Agreement to execute, in its name and on its behalf, this Contract Agreement and all such other documents and instruments as The City of Providence may request in connection therewith; and
- g. The Subrecipient has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

39. Survival of Agreements

All agreements, covenants, representations and warranties made in the Subrecipient's Application and this Contract Agreement including Exhibits hereto shall survive the making of any Loan hereunder and the termination of this Contract Agreement.

40. Events of Default and Pursuit of Remedies

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- a. Any breach or non-compliance by Subrecipient with the conditions, provisions, obligations, duties, agreements, covenants, representations and warranties made and set forth in this Contract Agreement and any/all accompanying closing documents, SLFRF Rules and Regulations, 2 CFR Part 200, USDT Requirements, any applicable local, state, and federal laws, and any applicable USDT and/or City of Providence policy memo, regulation, communication or guideline as the same may be amended from time to time, as determined by The City of Providence in its sole discretion; or
- b. Any representation or warranty made herein or in any/all Subrecipient applications, accompanying closing documents, addenda, exhibits, amendment, binder, and/or other instruments executed in connection with this Contract Agreement is proven to be false or misleading in any respect, whether through commission or omission.

Upon the occurrence of an Event of Default, The City of Providence may, at its option, send Subrecipient a Notice of Default stating that Subrecipient has thirty (30) days to cure said default. In the event Subrecipient fails to cure said default within thirty days, The City of Providence may, upon ten (10) business days' notice, terminate or suspend this Contract Agreement and declare the entire outstanding balance, plus any interest accruing from the date hereof, to be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Subrecipient. Subrecipient agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by The City of Providence in collection of the moneys due hereunder or in the exercise or defense of its rights and powers under this Contract Agreement. In addition, The City of Providence may pursue any other remedies, legal or equitable, available to it in the event of Subrecipient's default, fraud or misrepresentation, whether through commission or omission.

41. Termination

This Contract Agreement shall remain in effect for the period defined on page one (1) of this Contract Agreement.

In accordance with 2 CFR 200.338, the City of Providence may suspend or terminate this Contract Agreement if the Subrecipient materially fails to comply with any terms of this Contract Agreement, which include (but are not limited to) the following:

- a. Failure to comply with City of Providence guidance and any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and USDT guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Contract Agreement;
- c. Ineffective or improper use of funds provided under this Contract Agreement; or
- d. Submission by the Subrecipient to the City of Providence of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200, Appendix II, this Contract Agreement may also be terminated for convenience by either The City of Providence or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in

the case of a partial termination, The City of Providence determines that the remaining portion of the award will not accomplish the purpose for which the award was made, The City of Providence may terminate the award in its entirety.

**42. No Waiver**

No delay or omission by The City of Providence to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Subrecipient's breach of or noncompliance with the terms of this Contract Agreement, whether The city of Providence has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by The City of Providence to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.

**43. Benefit**

This Contract Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Subrecipient of its rights under this Contract Agreement shall be of any effect unless the prior written consent of The City of Providence to such assignment has been first obtained.

**44. Severability; Survivability**

If any provision of this Contract Agreement shall be deemed unenforceable or invalid, such provision shall not affect, impair or invalidate any other provision of this Contract Agreement. Any provision of this Contract Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The terms of this Contract Agreement shall survive the closing of any loan or grant contemplated by this Contract Agreement.

**45. Governing Law**

This Contract Agreement is being executed and delivered in the State of Rhode Island and shall in all respects be governed, construed, applied and enforced in accordance with the laws of said State.

**46. Section Headings and Subheadings**

The section headings and subheadings contained in this Contract Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Contract Agreement.

**47. Notices**

All notices to be given pursuant to this Contract Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the City:  
City of Providence,  
Office of Recovery, 2<sup>nd</sup> Floor  
25 Dorrance Street  
Providence, RI 02903

To the Subrecipient:  
WaterFire Providence  
475 Valley Street  
Providence, RI 02908

**48. Changes to the Agreement**

The terms of the Contract Agreement may be changed by executing an amendment or new agreement at the sole discretion of the City of Providence. Certain terms of the Contract Agreement, such as the Program Budget line items or Program Schedule, may be changed by written approval by The City of Providence or as provided herein.

Amendments shall make specific reference to this Contract Agreement, will be executed in writing, and signed by duly authorized representatives of each party. Such amendments shall not invalidate this Contract Agreement, nor relieve or release The City of Providence or the Subrecipient from its obligations under this Contract Agreement.

The City of Providence may, in its discretion, amend this Contract Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments

Initials: 

Contract No:

result in a change in the funding, Scope of Work, or Program Schedule of the activities to be undertaken as part of this Contract Agreement, such modifications will be incorporated only by written amendment signed by both The City of Providence and the Subrecipient.

49. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

50. Exhibits included

Exhibit 1: Program Description, Program Schedule, and Scope of Work

Exhibit 2: Program Budget

Exhibit 3: Request for Payment Form (Requisition Form)

The City of Providence and the Subrecipient agree to the conditions in the Contract Agreement and all Exhibits hereto and sign to that effect:

In the presence of:

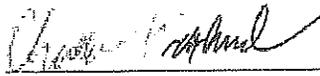


Witness

City of Providence,  
Recovery Office

  
Diana Perdomo, Chief of Policy

Subrecipient:



Witness



Name: Peter A. Mello

Title: Managing Director + coCEO

Approved as to Form and Correctness:

  
\_\_\_\_\_  
, City Solicitor

## Exhibit 1: Program Description, Schedule, and Scope of Work

### Program Description:

WaterFire is an important part of Providence's tourist economy and an important part of the Creative Capital's recovery. When there is a WaterFire lighting, hotels see occupancy rates above 90% and restaurants in the downtown and surrounding neighborhoods are full - and a host of other businesses, from parking garages to street photographers, benefit from the creative use of one of Providence's premiere public spaces.

\$300,000 in ARP funding will allow WaterFire to begin preproduction work for a 2021 season, specifically the funds will support staffing, infrastructure investments, equipment, and materials and for producing at least four (4) full WaterFire lighting events downtown. ARP funding allows for support of the tourism, travel and hospitality industries that were devastated by the pandemic.

The request speaks to the ARP purpose to "aid for a planned expansion or upgrade of tourism, travel, and hospitality facilities delayed due to the pandemic" (p. 166). At the end of the 2019 WaterFire season, WaterFire removed its infrastructure and equipment from the river to allow the City to undertake necessary maintenance of the river. In 2020, production staff was furloughed when lightings were suspended and the equipment was not reinstalled.

### BACKGROUND/IMPACT:

1. The City of Providence has collaborated with WaterFire around the award-winning, internationally-recognized lighting installation by Barnaby Evans since the beginning.
2. Over the past 25 years, more than 15,000,000 visitors have come to Providence to experience WaterFire with up to 1,000,000 in a single season and 100,000 for a single event.
3. Annually WaterFire generates \$114 million in economic impact for the Rhode Island economy and supports 1,294 jobs for community residents.
4. WaterFire secures millions of dollars of earned media equivalent value from traditional and new media that paints Providence in a positive light, strengthens its Creative Capital brand and makes it a top international cultural tourism destination.
5. Each season WaterFire's powerful platform celebrates community successes and raises awareness of some of society's challenges with events like WaterFire Salute to Veterans; WaterFire Celebrates Educational Excellence; WaterFire for Recovery; C is for Cure: A WaterFire to Defeat Hep C and Flames of Hope (breast cancer awareness).

**Program Schedule:**

**Timeline:**

1. 3 weeks for boat and material preparation
2. 10 weeks for boat and river installation
3. 14 weeks for lighting events September -- December

**Scope of Work:**

1. **PREPRODUCTION** Reinstall the infrastructure of the artwork for the first time since the 2019 dredging project. Hire/rehire and train personnel and then reinstall the WaterFire infrastructure which was removed from the river in 2019 in order to accommodate the major dredging project. The entire WaterFire production team was furloughed and many have found other permanent employment; WaterFire will have to hire and train new staff for the
  2. Install 90 braziers and anchor systems and audio cables that run a little over ½ of a mile in the downtown rivers. **PRODUCTION** WaterFire anticipates the first WaterFire being no earlier than September and running into November.

**2021 Full WaterFire Event dates**

1. Saturday, September 4<sup>th</sup> – Labor Day
2. Saturday, October 2<sup>nd</sup> – Providence College Women 50th
3. Saturday, October 16<sup>th</sup> – Papitto Opportunity Foundation / Brown Family Weekend
4. Saturday, November 6<sup>th</sup> – 9<sup>th</sup> Annual WaterFire Salute to Veterans

**2021 Basin/Partial Lightings**

5. Saturday, September 18<sup>th</sup> – RIDE – Celebrating Educational Excellence
6. Friday, September 24<sup>th</sup> – URI Foundation – Welcome New University President
7. Wednesday, October 27<sup>th</sup> – WaterFire 25<sup>th</sup>
8. Saturday December 4th - Holiday Celebration and Toy Drive at WaterFire



Contract No:

**Exhibit 2: Program Budget**  
**(See Attached Template)**

  
Initials: \_\_\_\_\_

**Exhibit 3:**

**Request for Payment Form (Requisition Form)  
(See attached)**

  
Initials: \_\_\_\_\_

**City of Providence  
Subgrantee Budget Form**

Applicant/ Org Name: WaterFire Providence

Title of Program : 2021 WaterFire Season

Service Period Start: 1-Jul-21 Service Period End: 30-Jun-22

Category	Requested Funds	In Kind	Other Funding	Total Budget
Salaries	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
Fringe/ Benefits		\$ -	\$ -	\$ -
Subcontracts	\$ -	\$ -	\$ -	\$ -
Vendors	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -
Program Supplies	\$ -	\$ -	\$ -	\$ -
Mileage	\$ -	\$ -	\$ -	\$ -
Rent	\$ -	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -	\$ -
All Other	\$ -	\$ -	\$ -	\$ -
<b>Total Requested</b>	<b>\$ 300,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 300,000.00</b>

**AMENDMENT TO THE AGREEMENT FOR FINANCIAL DISASTER RECOVERY  
AND GRANT MANAGEMENT ADMINISTRATIVE SERVICES**

between

**iPARAMETRICS**

and

**CITY OF PROVIDENCE**

**Information Security Addendum**

This AMENDMENT to the Agreement for Financial Disaster Recovery and Grant Management Administrative Services encompasses this INFORMATION SECURITY ADDENDUM (“ADDENDUM”) and is entered into as of the Effective Date of the Agreement (defined below) by and between the City of Providence having its principal place of business at 25 Dorrance Street (“the City”) and iParameters, a limited liability corporation organized and existing under the laws of Georgia, having its principal place of business at 6515 Shiloh Road, Suite 200, Alpharetta, Georgia 30005 (“Service Provider”).

The Agreement, originally entered into on the 26<sup>th</sup> day of July, 2021 is hereby amended to include the following Addendum:

**RECITALS**

A. The City holds Personal Information relating to its customers and/or employees, and other individuals that is subject to state and federal Laws relating to the protection of such information as defined herein.

B. Service Provider may have access to Personal Information in connection with Service Provider’s provision of financial disaster recovery and grant management administrative services to the City (“Services”) pursuant to that certain AGREEMENT FOR FINANCIAL DISASTER RECOVERY AND GRANT MANAGEMENT ADMINISTRATIVE SERVICES dated July 26, 2021 (the “Agreement”) and any amendments thereto.

C. The City and Service Provider agree that to the extent Service Provider obtains access to Personal Information to perform the Services, it shall maintain, store, access, use and disclose Personal Information only as described in this Addendum.

D. The following terms and conditions shall apply with regard to Personal Information as defined in this Addendum. The obligations of Service Provider under this Addendum shall be deemed to apply to and to bind Service Provider’s representatives or affiliates to the extent such representative or affiliate receives or has access to any Personal Information; provided, however, that Service Provider shall remain solely liable for any noncompliance with the terms of this Addendum caused by its representatives or affiliates.

In consideration of the Recitals and the mutual agreements that follow, the Parties agree as follows:

1. Defined Terms.

“Authorized Employees” means Service Provider employees who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under the Agreement.

“Authorized Persons” means (i) Authorized Employees; and (ii) Service Provider contractors, third parties, supply chain entities, agents, outsourcers, software service providers, and auditors who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under the Agreement and who are bound in writing through contractual measures to abide by the terms and conditions set forth herein.

“Personal Information” means any Personal Information owned, licensed, received, collected, stored, maintained or processed by the City, or to which the City otherwise has access and defined as “personal information or “personal data” under applicable Law that is disclosed to Service Provider. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person including but not limited to a person’s first name and last name or first initial and last name in combination with any one or more of the following data elements that relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to: (a) Social Security number; (b) driver's license number or state-issued identification card number; (c) email address, financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a person’s financial account; (d) medical or health insurance information; (e) state issued identification card number (including tribal identification numbers); (f) signature; (g) physical characteristics or description; (h) address; (i) telephone number; (j) passport number; (k) insurance policy number; (l) education; (m) employment or employment history; and/or (n) unique biometric data generated from measurements or technical analysis of human body characteristics, such as a fingerprint, retina or iris image, used to authenticate a specific individual. Unique biometric data does not include a physical or digital photograph, unless used or stored for facial recognition purposes. Personal Information shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

“Laws” mean any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of the Agreement, applicable to Personal Information received by Service Provider from the City, including, but not limited to, the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 et seq. (the “RI Security Regs”), the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “MA Security Regs”), the Connecticut data security regulations, C.G.S.A § 36a-701b, the California data security regulations, Cal. Civ. Code §1798.81.5, the California Consumer Privacy Act of 2018 and its implementing regulations (“CCPA”), the Oregon data security regulations,

O.R.S. 646A.600 et. seq., and the New York SHIELD Act, N.Y. Gen. Bus. Law § 899-bb, during the term of the Agreement.

“Security Breach” means (i) any act or omission that compromises either the security, or confidentiality of Personal Information or the physical, technical, administrative or organizational safeguards put in place by Service Provider and/or Service Provider’s contractors that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of any notification or report in relation to the privacy and/or security practices of Service Provider and/or its contractors or a breach or alleged breach of the Agreement relating to such privacy and/or security practices.

“Data Integrity Breach” means (i) any act or omission that compromises the integrity of Personal Information or organizational safeguards put in place by Service Provider and/or Service Provider’s contractors that relate to the integrity of Personal Information, or (ii) receipt of any notification or report in relation to the data integrity practices of Service Provider and/or its contractors or a breach or alleged breach of the Agreement relating to such integrity practices.

## 2. Obligations and Activities of Service Provider.

(a) Service provider acknowledges and agrees that, in the course of its engagement by the City, Service Provider may receive or have access to Personal Information, and Service Provider shall comply with the terms and conditions set forth herein in its access, collection, receipt, transmission, disclosure, storage, disposal, use and discussions of such Personal Information and be responsible for the unauthorized access, collection, receipt, transmission, disclosure, storage, disposal, use and discussion of Personal Information under its control or in the possession by all Authorized Employees and Authorized Persons. Service Provider shall be responsible for, and remain liable to, the City for all actions and omissions of all Authorized Employees and Authorized Persons concerning the protection and treatment of Personal Information as if they were Service Provider’s own actions and omissions. Service Provider shall ensure that it has written contracts in place with all Authorized Persons that may have access to Personal Information which contains access restrictions and use restrictions substantially similar to such access restrictions and use restrictions contained herein.

(b) Personal Information is deemed to be Confidential Information of the City.

(c) In recognition of the foregoing, Service Provider agrees and covenants that it shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) access, use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider’s own purposes or for the benefit of anyone other than the City, in each case, without the City’s prior written consent; and (iii) not directly or indirectly, disclose Personal Information to any person other than its Authorized Employees and Authorized Persons without express written consent from the City unless and only to the extent required by government authorities as required

by applicable law, in which case Service Provider shall use its best efforts to notify the City before such disclosure or as soon after as reasonably possible.

(d) Service Provider represents and warrants that its collection, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal and state Laws during the term of the Agreement.

(e) At a minimum, Service Provider's safeguards for the protection of Personal Information shall include reasonable efforts to: (i) limit access of Personal Information to Authorized Employees/Authorized Persons only if such access is required in order to perform services to the City; (ii) secure business facilities, data centers, paper files, servers, back-up systems and computing equipment including mobile devices with storage capability; (iii) implement network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implement multi-factor authentication and access controls within media, applications, operating systems; (vi) encrypt Personal Information stored on any mobile media; (vii) segregate Personal Information stored in the Services from information of Service Provider or its other customers in the Services so that Personal Information stored in the Services is not commingled with any other types of information; (viii) implement appropriate personnel security and integrity procedures and practices including conducting background checks and insider threat monitoring; and (ix) provide appropriate privacy and information security training to Service Provider's employees.

(f) Service Provider shall also implement appropriate administrative, physical and technical safeguards to protect Personal Information and to prevent unauthorized access, use, or disclosure of Personal Information and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable Laws, as well as the terms and conditions of this Addendum. Such safeguards include, but are not limited to: (i) encrypting all transmitted records and files containing Personal Information at rest and in transit and encrypting all data containing Personal Information to be transmitted wirelessly; (ii) prohibiting the transfer of Personal Information to any mobile device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Laws; and (iv) prohibiting any Personal Information to be transferred to a mobile device.

(g) Service Provider agrees to report, promptly and in writing, to the City any use, access, acquisition, or disclosure of Personal Information not provided for by the Agreement, and of which Service Provider knows or has reason to know, upon discovery of such use, access, acquisition or disclosure, but in no event less than twenty-four (24) hours after discovery.

(h) Service Provider may subcontract any portion of the Services, provided that Service Provider ensures that there is a written agreement in place with each subcontractor requiring the subcontractor to agree to the same restrictions and conditions that apply to Service Provider with respect to the protection of Personal Information through this Addendum through a written contractual agreement.

(i) Service Provider shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from the City to any person, firm, or corporation, except with the

written permission of the City, provided however, Service Provider may disclose such information to its subcontractors as described in 2(g) above and any and all Authorized Persons.

(j) All records pertaining to Personal Information received from the City, whether developed by the City or others, are and shall remain the property of the City.

(k) Service Provider agrees that the City's data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America.

(l) Service Provider shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to the City and in compliance with all applicable Laws. Service Provider shall maintain or adopt a written information security program ("WISP") or its equivalent consistent with applicable Laws that govern the protection of Personal Information received from the City or maintained on behalf of the City. Service Provider agrees to apply the standards and requirements of all applicable Laws to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Agreement, Service Provider shall maintain, and provide for the City's review, at the City's request upon no less than thirty (30) days' advance notice, (a) Service Provider's WISP; and (b) other applicable security program documents, such as summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws.

(m) Service Provider agrees to notify promptly, but in no event later than twenty-four (24) hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of any of the City's information, including Personal Information, and shall work with the City to mitigate such vulnerabilities.

(n) Service Provider shall have a process for managing both minor and major security incidents. Service Provider shall notify the City promptly, and in no event later than seventy-two (72) hours after completing the initial incident response investigation, in writing, of any unauthorized: access, possession, use, destruction or disclosure of the City Personal Information (a "Security Breach"). Service Provider shall promptly and in writing provide the City with all relevant available information of the Security Breach and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a: virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting the City data and services, physical security breaches into facilities directly responsible for supporting the City data and services, and other successful attacks on systems directly responsible for supporting the City data and services. Service Provider shall not be required to provide a written report of attempted security incidents. "Attempted Security Incidents" means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to the City's data. In the event of a Security Breach, the Parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or

governmental/administrative entities as required by applicable Laws. Service Provider's failure to comply with this subsection (n) shall be considered a material breach of the Agreement, for which no cure period shall apply.

(o) Immediately following Service Provider's notification to the City, the Parties shall coordinate with each other to further investigate the security vulnerability or Security Breach, in determining whether additional measures need to be taken to address the Security Breach, including mitigation of the Security Breach and making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or otherwise reasonably required by the City.

(p) Service Provider shall use its best efforts to immediately remedy a security vulnerability or Security Breach and prevent further security vulnerabilities or Security Breach at Service Provider's expense in accordance with applicable privacy rights, Laws, regulations and standards and as available to the Service Provider from its software service providers. In addition to any indemnification obligations set forth herein, Service Provider shall reimburse Company for actual costs incurred by the City in responding to, and mitigating damages caused by, any security vulnerability or Security Breach up to the value of the contract.

(q) Following a Security Breach, the City, or its designated agent, shall have the right, upon reasonable notice to Service Provider, to complete a review of Service Provider's security measures and ensure that unauthorized access to Personal Information has been eliminated.

(r) Service Provider shall ensure that all Personal Information that it has access to on the City's behalf shall be secured and replicated in the event that the Service Provider's services or data center containing the City's Personal Information suffers an adverse system event, so that Service Provider shall be able to continue its business as intended with respect to the Services provided by Service Provider to the City under the Agreement. Therefore, Service Provider shall maintain such processes in place to ensure that in the event that it is bankrupt, that data is corrupted, that the City's Personal Information is impacted by ransomware or other malicious code, or there is any other interruption of its services, that Service Provider has sufficient contingency plans in place to allow the City to continue its operations using the Personal Information that it has entrusted to Service Provider in a reasonable timeframe.

(s) Upon the City's written request with thirty (30) days' notice, and no more often than annually, to confirm Service Provider's compliance with this Addendum, Service Provider grants the City or, upon the City's election, a third party on the City's behalf, permission to perform during Service Provider's reasonable business hours, and in a manner that shall not unreasonably inhibit Service Provider's business operations, an assessment, audit, examination or review of relevant controls in Service Provider's physical and/or technical environment in relation to Personal Information being handled and/or services being provided to Customer pursuant to this Addendum and the Agreement. Service Provider shall fully cooperate with such assessment by providing access to knowledgeable personnel, Service Provider physical premises, documentation, and representative application software that processes, stores or transports the City's Personal Information pursuant to this Addendum. THE CITY OR ITS THIRD-PARTY DESIGNEE SHALL COMPLY WITH SERVICE PROVIDER'S REASONABLE DATA AND FACILITIES SECURITY REQUIREMENTS. ALL INFORMATION TO WHICH THE CITY OR SUCH THIRD PARTY SHALL HAVE ACCESS DURING ANY SUCH ASSESSMENT, AUDIT, EXAMINATION OR

REVIEW SHALL BE DEEMED TO BE SERVICE PROVIDER CONFIDENTIAL INFORMATION AND SHALL BE SUBJECT TO THE NON-DISCLOSURE AGREEMENT APPLICABLE BETWEEN THE PARTIES.

(t) Service Provider understands the extremely sensitive nature of the Personal Information it receives from the City, and acknowledges that the City may suffer irreparable harm, for which damages would not be an adequate remedy if the City's Personal Information were improperly disclosed. Service Provider therefore agrees that the City shall be entitled to equitable relief in addition to all other remedies at law to protect its Personal Information.

### 3. Encryption Requirements

- a) Service Provider shall endeavor to comply with the following to the best of its commercially reasonable efforts and as available to the Service Provider via the capabilities of the software service providers upon which the Personal Information is captured.
- b) Service Provider shall utilize dedicated encryption keys. All encryption keys used to protect the City's Personal Information shall be uniquely associated to the City. The use of said encryption keys to encrypt non-City of Providence data is forbidden.
- c) All keys will be protected against modification; secret and private keys need to be protected against unauthorized disclosure.
- d) FIPS-approved or NIST-recommended cryptographic algorithms commensurate with key size shall be used whenever cryptographic services are applied.
- e) Service Provider shall implement full-disk encryption on any built-in or removable storage media in any Service Provider-controlled portable computer which may access, store, transmit, or process the City's Personal Information. All such encryption shall minimally meet the Advanced Encryption Standard with a 256-bit cypher key ("AES256") as outlined in the Federal Information Processing Standards publication 197. ("FIPS 197")
- f) Service Provider shall ensure that all passwords are transmitted securely and encrypted when in storage. In the event that a hashing algorithm is used, Service Provider must use a randomly-generated salt.
- g) Plaintext Encryption and/or Decryption keys must be adequately secured under split knowledge or 2-Factor authentication mechanisms at a minimum. Only those trusted associates who have a "need to know" should be given access to the key or security environment storing keys. Storage of these keys must be separate and distinct from the encrypted data.
- h) When a Data Encryption Key ("DEK") must be stored encrypted in a boot page of a data store, the DEK encryptor must be separate and distinct from the encrypted data store and DEK.
- i) When a cryptographic key is compromised, all use of the key to apply cryptographic protection to information (e.g., compute a digital signature or encrypt information) shall cease, and the compromised key shall be revoked. However, the continued use of the key under controlled circumstances to remove or verify the protections (e.g., decrypt or verify a digital signature) may be warranted. All compromised keys must be retired and replaced in a timely fashion.
- j) Service Provider encryption key management systems should be designed so that the compromise of a single key compromises as little data as possible and avoids having a catastrophic weakness.

- k) Service Provider should have a compromise-recovery plan for restoring cryptographic security services in the event of a key compromise.
- l) Encryption keys will not persist unencrypted in any environment beyond the minimum time required for use. To the maximum extent operationally possible, plaintext symmetric and private keys are restricted to physically protected containers. This includes key generators, key-transport devices, key loaders, cryptographic modules, and key-storage devices.
- m) Encryption key metadata is used to identify attributes, parameters, or the in-tended use of a key, and as such contains the key's control information. This information requires elevated protection commensurate with Key Management System ("KMS") access.
- n) Service Provider will use an accountability system that keeps track of each access to symmetric and private keys in plaintext form.
- o) In the event that tapes are used for system backup, such tapes shall be encrypted and appropriately inventoried and logged as to location and planned destruction date.

4. Rights Related to Personal Information Under the CCPA And Other Applicable Law.

(a) Service Provider is a service provider for purposes of California privacy laws, including the California Consumer Privacy Law and California Privacy Rights Act.

(b) Service Provider shall not sell any Personal Information it collects, accesses, or receives from the City.

(c) Service Provider may not combine, use, retain, or disclose Personal Information received from one or more entities to which it provides services, except as necessary to provide Services, detect data security incidents, or to protect against fraudulent or illegal activity, or to comply with a valid legal request pursuant to §1798.145(a)(1) -(a)(4) of the CCPA.

(d) If the City receives a request to know or a request to delete, as set forth under applicable Laws, directly from a consumer regarding Personal Information that Service Provider receives, collects, maintains on behalf of the City, or is furnished or disclosed orally, in writing, electronically or in other form or media by the City or its representatives, it shall notify Service Provider of such request. In the event of a request to delete, Service Provider and the City will cooperate to ensure such Personal Information is deleted from the Service to the extent that such a request does not conflict with any governing state, local, or federal data retention policies as applicable to the Services.

(e) If a subcontractor of Service Provider receives, accesses, collects, maintains, or uses the City's Personal Information, or Personal Information is furnished or disclosed orally, in writing, electronically or in other form or media by the City or its Representatives, or Service Provider discloses the City's Personal Information to a subcontractor, Service Provider shall require such subcontractor(s) to agree to the same or similar restrictions and conditions that apply to Service Provider under this Addendum with respect to Personal Information, or as required by Law, through a written contractual agreement. Service Provider shall also endeavor to require its subcontractor(s) to require the same of its third-party vendors if those vendors receive, have access to, collect or maintain the City's Personal Information received from Service Provider or where Service Provider discloses such data to those vendors.

(f) Service Provider certifies that it understands these provisions and the CCPA's restrictions and prohibitions on selling Personal Information and the prohibitions on collecting, retaining, using,

or disclosing Personal Information. Service Provider agrees that it will comply with these restrictions and prohibitions and that it will not collect, sell, retain, use, or disclose Personal Information in violation of this Addendum, the CCPA, or any other applicable Laws to the extent that such a request does not conflict with any governing state, local, or federal data retention policies as applicable to the Services.

5. Term and Termination.

(a) This Addendum shall be effective as of the date of the underlying Agreement and shall continue for the duration of the Agreement unless terminated upon prior written notice by the City.

(b) The City may terminate this Addendum and the Agreement immediately upon thirty (30) days written notice to Service Provider in the event of any material breach by Service Provider of this Addendum, after any applicable periods of notice and cure.

(c) Upon termination of this Addendum or the Agreement, for any reason, other than for Personal Information maintained in archival format, Service Provider shall return or destroy all Personal Information beyond recovery and certify such destruction in writing to the City and in accordance with the terms of the Agreement and to the extent that such a request does not conflict with any governing state, local, or federal data retention policies as applicable to the Services. The obligations hereunder shall survive for that Personal Information in archival format. This provision shall apply to Personal Information that is in the possession of subcontractors or agents of Service Provider. If such return or destruction is not feasible, Service Provider shall provide written notification to the City of the conditions that make return or destruction infeasible. Upon the City's written agreement that return or destruction of Personal Information is infeasible, Service Provider shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Service Provider maintains such Personal Information.

6. Miscellaneous.

(a) Service Provider shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Service Provider and its employees, agents, representatives and subcontractors against any and all claims, losses, or damages arising under this Addendum and such insurance coverage shall apply to all services provided by Service Provider or its representatives, agents, or subcontractors. Notwithstanding this provision, Service Provider covenants that for the Term of this Addendum, it shall maintain Errors and Omissions insurance coverage with aggregate limits no less than \$2,000,000. Service Provider will use commercially reasonable efforts to increase its Cyber Liability insurance coverage. In the event that any third party makes any claim or brings any action or proceeding against the City or any agent or employee thereof arising from or relating to Service Provider's breach of its obligations under this Addendum, the City shall promptly notify Service Provider.

(b) Service Provider agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Service Provider's possession and when being transmitted from Service Provider or received by Service Provider. Without limiting any other obligations under any agreement entered into between the Parties, Service Provider shall defend, indemnify and hold harmless the City and its officers, directors, employees, and agents from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards,

penalties, fines, costs or expenses, including but not limited to the following costs: (i) costs to print and mail notification letters to affected individuals; (ii) media notification costs to the extent such media notification is required by applicable law; (iii) costs for a call center if the City reasonably determines that such is necessary to handle inquiries; (iv) credit monitoring costs if the City reasonably determines that it is necessary to mitigate harm for affected individuals or if such credit monitoring is required by law; (v) forensic costs; (vi) reasonable attorneys' fees arising out of or resulting from any claim against the City or resulting from Service Provider's failure to comply with any of its obligations under this Addendum, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information. Notwithstanding the foregoing, Service Provider's indemnification obligations under this Section 5(c) shall not exceed the value of the contract.

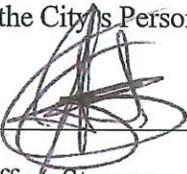
(c) Service Provider will cooperate with the City and the City's efforts to mitigate, to the extent practicable, any harmful effect that is known to Service Provider of a use or disclosure of Personal Information by Service Provider that is not provided for in the Addendum or the Agreement.

(d) A reference in this Addendum to Laws means such laws as in effect or as amended.

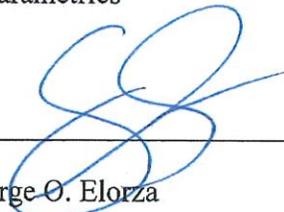
(e) The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the Parties to comply with Law.

(f) In the case of any conflict between the terms of this Addendum and the Agreement with respect to the subject matter of this Addendum, the terms of this Addendum shall govern.

(g) The terms of this Addendum shall survive termination of all agreements between the Parties if the City's Personal Information is in the possession of Service Provider.

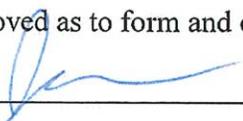
  
\_\_\_\_\_  
Jeffrey Stevens  
Vice President, Emergency Management  
iParametrics

10/15/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jorge O. Elorza  
Mayor  
City of Providence

10/15/21  
\_\_\_\_\_  
Date

Approved as to form and correctness:

  
\_\_\_\_\_  
Jeffrey Dana, City Solicitor

**AGREEMENT FOR FINANCIAL DISASTER RECOVERY AND GRANT  
MANAGEMENT ADMINISTRATIVE SERVICES**

THIS AGREEMENT made and entered on the date signed by both parties by and between the City of Providence, a municipal corporation organized and existing under the laws of Rhode Island, whose address is 25 Dorrance Street, Providence, Rhode Island 02903, hereinafter referred to as the "City", and iParametrics, a limited liability corporation organized and existing under the laws of Georgia, whose principal address is 6515 Shiloh Road, Suite 200 Alpharetta, Georgia 30005, hereinafter referred to as the "CONTRACTOR". The City and the CONTRACTOR are collectively referred to herein as the "Parties."

**WITNESSETH:**

WHEREAS, the City desires to retain the CONTRACTOR to provide Financial Disaster Recovery and Grant Management Administrative Services ("Services"), identified in the specifications outlined in EXHIBIT A, hereinafter referred to as the "Scope of Work,"; and

WHEREAS, the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions contained herein; and

WHEREAS, the CONTRACTOR hereby represents to the City that it is competent and otherwise able to provide the Services in a skillful and workmanlike manner at the level customary for professionals and individuals skilled in the CONTRACTOR's field;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

**SECTION 1: GENERAL PROVISIONS.**

(a) The CONTRACTOR agrees to provide and coordinate the provision of Services within the Scope of Work and any related task assignment.

(b) The recitals herein are incorporated by reference and constitute a material part of this Agreement upon which the Parties have relied.

(c) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

(d) The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

(e) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing an employment relationship between the Parties, (including, but not limited to, CONTRACTOR'S officers, employees, and agents). The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(f) No claim for Services furnished by the CONTRACTOR not specifically provided for herein or in a task assignment shall be honored by the City.

## SECTION 2: SCOPE OF SERVICES.

The CONTRACTOR shall safely, diligently and in a professional and timely manner perform and with its own equipment and assets, provide the Services included in each task assignment. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the Services.

## SECTION 3: CITY RIGHTS AND RESPONSIBILITIES.

(a) The City shall reasonably cooperate with the CONTRACTOR in a timely fashion so as to facilitate CONTRACTOR's obligation in providing the Services.

(b) The City shall designate a City representative to oversee, administer, review and coordinate the provision of Services.

(c) The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the City.

(d) The City shall transmit instructions, relevant information, and provide interpretation and definition of City policies and decisions with respect to any and all materials and other matters pertinent to the Services.

(e) The City shall give written notice to the CONTRACTOR whenever the City's designated representative knows of a development that affects the Services provided and performed under this Agreement, timing of the CONTRACTOR's provision of Services, or a defect or change necessary in the Services of the CONTRACTOR.

(f) The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

(g) The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(h) Neither the City's review, approval or acceptance of, nor payment for, any of the Services provided by CONTRACTOR shall be construed to operate as a waiver of any rights under this Agreement and the CONTRACTOR shall be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the CONTRACTOR's negligent provision or performance of any of the Services provided under this Agreement.

(i) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's Services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the City after final payment is made to the CONTRACTOR.

#### SECTION 4: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each task assignment provided by CONTRACTOR within the Scope of Work according to the schedule of charges as set forth therein.

(b) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth

#### SECTION 5: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the City and without disputable items, which are received by the City, will be processed for payment within thirty (30) days of receipt by the City. Non-disputed charges shall be processed for payment by the City without delay.

(b) The CONTRACTOR will be reasonably notified of any disputable items contained in invoices submitted by the CONTRACTOR with an explanation of the deficiencies.

(c) The City and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall minimally reference this Agreement, the appropriate task assignment provided within the Scope of Work, if applicable, and the relevant billing period.

(e) Invoices shall be forwarded by CONTRACTOR to:

Sabrina Solares-Hand  
Chief Operating Officer  
25 Dorrance Street  
Providence, Rhode Island 02903  
ssolareshand@providenceri.gov

**SECTION 6: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.**

(a) The CONTRACTOR shall commence the provision of Services, after execution of this Agreement, upon the execution of a task assignment under the Scope of Work by the City.

(b) The CONTRACTOR and the City agree to make every effort to adhere to the schedules required by the City or as established for the various task assignments made under the Scope of Work. However, if the CONTRACTOR is delayed at any time in the provision Services by any act or omission of the City, or of any of its employees, tumult of the City, or by any other contractor employed by the City, or by changes ordered by the City, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the Services, or by delay authorized by the City pending a decision, or by any cause which the City shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the City may decide. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

**SECTION 7: TERM/LENGTH OF AGREEMENT.**

The term of this Agreement shall be for twelve months (12) months from the date of its execution. The City may, at its sole discretion, extend the Agreement for two (2) additional twelve (12) month periods.

**SECTION 8: DESIGNATED REPRESENTATIVES.**

(a) The City designates the Chief Operating Officer or her designated representative, to represent the City in all matters pertaining to and arising from the work and the performance of this Agreement; and the CONTRACTOR designates Jeffrey Stevens, Vice President, Emergency Management or his designated representative, to represent the CONTRACTOR in all matters pertaining to and arising from the work and performance of the Agreement.

(b) The Chief Operating Officer as the City representative hereunder, or her designated representative, shall have the following responsibilities:

(1) Identification and examination of all Services to be performed and all Services that were performed and rendering, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the City's official representative knows of a defect or change necessary in the tasks assignments under the Scope of Work; and

(4) Coordinating and assisting in the managing of the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

#### SECTION 9: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The City may terminate this Agreement or any task assignment under the Scope of Work for convenience at any time during the term of this Agreement for any one (1) or more of the reasons as follows:

(1) If, in the City's opinion, adequate progress to be provided or under a task assignment under the Scope of Work is not being made by the CONTRACTOR; or

(2) If, in the City's opinion, the quality of the Services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the City, and the requirements of federal and/or state regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the City; or

(3) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(4) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of federal, state or local law or any provision of the City's Code of Conduct, including, but not limited to, being debarred from any governmental work, with or without due process.

(b) In the event of any of the causes described in this Section being manifest, the City's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any work order for task assignments under the Scope of Work should not be terminated. If assurance satisfactory solely to the City of corrective measures to be made within a reasonable time is not given to the City within seven (7) calendar days of the date of the letter, the City may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any task assignment under the Scope of Work in progress under this Agreement.

(c) In the event that this Agreement or a task assignment is terminated as provided for herein, this Agreement or the task assignment under the Scope of Work shall be deemed

terminated for convenience by the City and the City shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

#### **SECTION 10: TERMINATION BY CONTRACTOR FOR CAUSE.**

(a) The CONTRACTOR may terminate this Agreement only if the City fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a) hereof, the CONTRACTOR shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the City of said show cause notice, then the CONTRACTOR may consider the City to be in default and may immediately terminate this Agreement.

#### **SECTION 11: TERMINATION BY THE CITY WITHOUT CAUSE.**

(a) Notwithstanding any other provision of this Agreement, the City shall have the right at any time to terminate this Agreement in its entirety without cause upon thirty (30) days written notice. Notice shall be served to the parties as specified in the Agreement.

(b) In the event that this Agreement is terminated, the City shall identify any specific task assignment(s) under the Scope of Work being terminated and any specific task assignment(s) under the Scope of Work to be continued to completion pursuant to the provisions of this Agreement.

(c) This Agreement will remain in full force and effect as to all authorized task assignment(s) under the Scope of Work that is/are to be continued to completion.

#### **SECTION 12: PAYMENT IN THE EVENT OF TERMINATION.**

In the event this Agreement or any task assignment under the Scope of Work is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

#### **SECTION 13: ACTION FOLLOWING TERMINATION.**

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all Services unless the notice provides otherwise.

#### SECTION 14: INDEMNITY.

(a) The CONTRACTOR agrees to hold harmless, indemnify, and defend the City, as well as its agents and assigns, from and against any and all claims, losses, expenses, or damages of any nature whatsoever (including without limitation out-of-pocket expenses, attorneys' fees and costs and other related expenses) incurred by reason of the CONTRACTOR's negligence or breach of contract.

(b) The CONTRACTOR shall submit a report to the City within forty-eight (48) hours of learning of any incident resulting in damage or which is reasonably likely to result in a claim of damage related to the provision by the Contractor of Services provided pursuant to this Agreement.

#### SECTION 15: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Rhode Island and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$1,000,000 for Employer's Liability.

(2) Comprehensive General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.

(3) Comprehensive Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(b) The City shall be a named insured on the liability insurance listed above.

(c) Upon request, the CONTRACTOR shall provide Certificates of Insurance to the City evidencing that all such insurance is in effect prior to the issuance of the first task assignment under the Scope of Work from the City. These Certificates of Insurance shall become part of this Agreement. Neither approval by the City nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the City under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, or (2) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage

provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the City, the CONTRACTOR shall be deemed to be in default of this Agreement.

(d) The CONTRACTOR shall furnish Certificate of Insurance directly to the City's designated representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

#### SECTION 16: STANDARDS OF CONDUCT.

(a) The CONTRACTOR represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR agrees to comply with federal, state, and local hiring, environmental, health, and safety laws and regulations applicable to the CONTRACTOR while providing Services hereunder.

(e) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of actions of any City employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate federal, state, or local laws.

#### SECTION 17: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of Services under this Agreement. At all times records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The City may perform, or cause to have performed, at its own expense an audit of the records of the CONTRACTOR before or after final payment to support final payment under any task assignment performed under the Scope of Work. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the City subsequent to the close of the quarterly fiscal period in which Services are provided. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(c) In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the City within thirty (30) days of notice by the City of the request for the refund; and, in the event that the audit reveals a variation of an overpayment constituting more than 8% of the amount that CONTRACTOR is found to be entitled to under this Agreement, the cost of the audit shall be borne by the CONTRACTOR.

(d) The CONTRACTOR agrees to fully comply with all state laws relating to public records.

#### **SECTION 18: CODES AND DESIGN STANDARDS.**

(a) All Services to be provided or performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the City as provided herein and in related task assignments under the Scope of Work, and the laws of any and all federal state and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the Services to be performed under this Agreement.

#### **SECTION 19: SUBCONTRACTORS.**

(a) Any CONTRACTOR's proposed use of subcontractors other than those included in the response to the initial solicitation shall be submitted to the City for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, state registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties commensurately with the CONTRACTOR's duties to the City under this Agreement. It being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the City with executed copies of all subcontracts.

(c) The CONTRACTOR shall reasonably cooperate at all times with the City and other City contractors and professionals.

(d) The City shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third-party beneficiaries to this Agreement.

#### **SECTION 20: CONTROLLING LAWS/VENUE**

(a) This Agreement is to be governed by the laws of the State of Rhode Island.

(b) Venue for any legal proceeding related to this Agreement shall be in the appropriate Rhode Island court.

#### **SECTION 21: DEBARMENT AND SUSPENSION**

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **SECTION 22: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.**

This Agreement, together with the exhibit(s) and related task assignments under the Scope of Work, constitute the entire Agreement between the City and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

**SECTION 23: NOTICES.**

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

**For the City:**

Sabrina Solares-Hand  
Chief Operating Officer  
25 Dorrance Street  
Providence, Rhode Island 02903

**For the CONTRACTOR:**

iParametrics, LLC  
ATTN: Jeffrey Stevens,  
Vice President  
Emergency Management  
6515 Shiloh Road  
Suite 200  
Alpharetta, Georgia 30005

(c) Written notice requirements of this Agreement shall be strictly construed, and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by City of such notice requirements based upon City having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein.

**SECTION 24: WAIVER.**

The failure of the any party to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to one party by the other hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**SECTION 25: SEVERABILITY/CONSTRUCTION.**

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is

invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof; excepting those provisions held invalid or unenforceable.

**SECTION 26: ALTERNATIVE DISPUTE RESOLUTION (ADR).**

In the event of a dispute or claim of a party, including but not limited to payment or performance obligations, arising under this Agreement, the Parties shall attempt to resolve the matters through negotiation. If the Parties are unable to resolve the matter in negotiations, the Parties agree to submit all matters to a mutually agreed upon arbitrator whose determination shall be non-binding upon either party.

**SECTION 27: NOT TO EXCEED.**

Cost of Services procured under this Agreement shall not exceed those identified on each individual task orders.

**SECTION 28: COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the parties or signatories may execute this Agreement by signing each counterpart. A copy or facsimile of a signature shall be binding upon the signatory as if it were an original signature.

Signed:



Jeffrey Stevens  
Vice President, Emergency Management  
iParametrics, LLC

Date: 7/26/2021



Jorge O. Elorza  
Mayor  
City of Providence

Date: 7/26/21

Approved as to form and correctness:



Jeff Dana, City Solicitor

**Appendix A**  
**Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of CONTRACTOR's Authorized Official

Jeffrey Stevens, Vice President

\_\_\_\_\_  
Name and Title of CONTRACTOR's Authorized Official

7/26/2021

\_\_\_\_\_  
Date

Appendix B  
Privacy/Security Addendum

**Protection of Confidential and Personal Information**

- a. **Compliance with State and Federal Laws.** CONTRACTOR understands that the City of Providence has a legal and ethical responsibility to protect the privacy and confidentiality of personal information. CONTRACTOR agrees to comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information it receives from the City of Providence, including but not limited to the Massachusetts Data Security Regulations, 201 C.M.R. 17.00, and the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws §11-49.3-1, during the term of this Agreement.
- i. CONTRACTOR agrees to: (a) implement and maintain appropriate physical, technical and administrative security measures for the protection of confidential and/or personal information as required by any and all applicable state and/or federal law(s); including, but not limited to: (i) encrypting all transmitted records and files containing confidential and/or personal information that will travel across public networks, and encryption of all data containing confidential and/or personal information to be transmitted wirelessly; (ii) prohibiting the transfer of confidential and/or personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any confidential and personal information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by any and all applicable state law(s).
  - ii. The safeguards set forth in this Agreement shall apply equally to confidential and personal information. Personal information means the first name and last name or first initial and last name of an individual in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number; (b) driver's license number, state-issue identification card number, passport number, tax payer identification number, alien registration number, or tribal identification number; or (c) financial account number, credit card number, or debit card number with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account, or deposit or savings account number; (d) medical or health insurance information; (e) unique biometric information (e.g. fingerprint, retinal scan); and/or (f) a username or email address in combination with security code, access code or password or security question and answer that would permit access to an online account; provided however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.
- b. **Breach Notification.** If CONTRACTOR accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses confidential and/or personal information for the City of Providence, it shall, following the discovery of a breach of such information, immediately notify the City of Providence of such breach but no later than five (5) days after discovery of such breach. Such notice shall include at a minimum: a) the type

and scope of information that has been, or is reasonably believed by CONTRACTOR to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the investigation into the breach, mitigation of any harm; d) the results of any and all investigation performed by CONTRACTOR related to the breach; and e) contact information of the most knowledgeable individual for the City of Providence to contact relating to the breach and its investigation into the breach.

- c. **Security.** CONTRACTOR agrees to use appropriate physical, technical and administrative safeguards to prevent access, use or disclosure of confidential and/or personal information other than as provided for by this Agreement.
- d. **Storage and Transmission.** CONTRACTOR agrees that no confidential or personal information may be received, maintained, stored, accessed or transmitted outside of the United States of America.
- e. **Subcontractors.** CONTRACTOR agrees to require its subcontractors who have access to the City of Providence's confidential or personal information to implement and maintain appropriate physical, technical and administrative security measures for the protection of such information as required by any and all applicable laws or regulations, and/or in accordance with the terms of this Agreement through a written contractual agreement.



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Signature of CONTRACTOR's Authorized Official

Jeffrey Stevens, Vice President

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Name and Title of CONTRACTOR's Authorized Official

7/26/2021

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Date

# Exhibit A



BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND

## BID PACKAGE SPECIFICATIONS

### Background:

In the aftermath of a major disaster, the City seeks to protect its interests by securing the services of a qualified disaster recovery consultant as outlined in the following scope of work. The City recognizes that its facilities or operations may be damaged and disrupted by major disasters and cause circumstances where its existing employees and systems need assistance with necessary disaster response and recovery work. In order to ensure a rapid recovery and post disaster redevelopment process, the City will require the services of qualified, experienced professionals to manage state and federal grant management processes.

### Scope of Work:

**Relative to a declared emergency and the ability to seek funding via FEMA and the Stafford Act, the contractor will provide experienced personnel and resources in order to:**

- Set-up a collaborative program management plan and digital workspace for file sharing, communication, and workflow management
- Check-in with municipal staff on a routine basis to provide updates on funding opportunities and to provide periodic reports as to the status of submission progress.
- Provide technical assistance including augmenting the capacity of municipal staff with:
  - Clarity on eligibility
  - Financial, procurement, and project management advice to ensure compliance with funding requirements
  - Preparation of correspondence to the State of Rhode Island, FEMA, and other agencies on behalf of the City as necessary
  - Management of the FEMA public assistance process including:
    - Reviewing records of emergency expenses incurred
    - Preparation of Project Worksheets for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are correct, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the City
    - Review of the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements.
    - Supporting departments with organizing reimbursable expenses and then reviewing, maintaining, and checking the accuracy of documentation prepared by City departments.
    - Compiling and summarizing all expenses in the FEMA approved format.
    - Providing assistance to departments having challenges with complex items.
    - Ensuring the City meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc.
    - Filing appeals if the City disagrees with any FEMA determinations including making all reasonable efforts to resolve any such disputes and/or strategically compose appeals
    - Preparation of closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project



BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND

filings, compliance monitoring, and other documents required or useful for grant closeout review.

- Preparation for FEMA final inspections and audits upon completion of all projects and drawn down reimbursement for all eligible costs.
- Conduct inspection and/or damage assessments for eligible facilities as related to emergency declarations and subsequently identify eligible emergency and permanent work. This work includes:
  - Documentation - Ensuring all eligible damages have been quantified and presented to Federal Inspectors/Project Officers.
  - Financial Tracking - Categorizing, recording, tracking, and filing costs on approved forms in the support of the financial reimbursement process.
  - Financial Management - Assisting with requesting Immediate Needs Funding or Grants Based Funding on Estimate. Development and tracking of plans for cash flow management and disbursements by State/FEMA.
  - Insurance evaluation - documenting and adjusting claims as they relate to settlement services
- Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects. Develop hazard mitigation proposals and cost benefit analysis. Prepare other hazard mitigation services related to Hazard Mitigation Grant Programs, Pre-Disaster Mitigation, and other mitigation programs.
- Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds. This may include conducting unmet needs assessments – particularly housing, infrastructure, and economy. Provide other HUD related technical assistance and consulting services as needed.

*\*Relative to FEMA activities: The Contractor shall provide only Direct Administrative Cost (DAC) eligible activities unless otherwise requested by the City. If the City requests a non-DAC eligible item, the Contractor must inform the City that such activities are non-reimbursable by FEMA. If the Contractor is to perform any non-DAC eligible activities without a request, the Contractor must inform the City prior to claiming such costs.*

**Relative to relief funding not granted via the Stafford Act - Provide Other Grant Management Assistance: In the event of a declared emergency, State and/or Federal agencies may provide other financial relief. In the event of these opportunities, the contractor will provide experienced personnel and resources to assist the City with the management and administration of this funding. Support may include any of the following:**

- The design of RFP's for sub-grantees to respond to
- The design of public-private partnership structures
- Outreach efforts to seek program applicants and/or participants.
- In preparation for state or federal reporting - tracking, management, and development of closeout reports in collaboration with municipal staff



BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND

Unit Price Structure:

Please utilize the following format to submit pricing. Add additional roles you feel are relevant to your delivery of services as needed.

Team Role:	Hourly Rate
Project Executive	\$ 185
Subject Matter Expert	\$ 200
Project Manager	\$ 168
Associate Project Manager	\$ 158
Public Adjuster	\$ 144
Senior Closeout Specialist	\$ 144
Closeout Specialist	\$ 119
Senior Engineer	\$ 149
Engineer	\$ 125
Senior Project Writer	\$ 130
Project Writer	\$ 120
Administrative Specialist	\$ 48
Other: Senior Planner / Trainer	\$142
Other: Planner / Trainer	\$125
Other: Monitor	\$36
Other: Field Supervisor	\$80

Role Descriptions:

Along with the submitted hourly unit price list, please enclose descriptions of all team roles for which rates are provided.

**ADDITIONAL AREAS:**

Data Manager	\$105
Clerical Supervisor	\$65
Outreach Team Lead	\$97
Outreach Coordinator	\$89
Case Management Team	\$105
Case Manager	\$84
Fiscal Compliance Agent	\$119