

**SAFE PLACES TO PLAY SYNTHETIC TURF PROGRAM**  
**GRANT AGREEMENT – FISCAL YEAR 2019**

Pursuant to this Synthetic Turf Grant Agreement (“Agreement”), dated as of December 14, 2018 (“Effective Date”), the United States Soccer Federation Foundation, Inc. (“Foundation”) agrees to award the Grant (“Grant”) to the City of Central Falls (“Grantee”), and Grantee accepts such Grant, FY19-606, in accordance with the terms and conditions set forth herein.

1. **Foundation:** U.S. Soccer Foundation  
Attn: Grants Department  
1140 Connecticut Ave. NW, Suite 1200  
Washington, DC 20036

**Grantee:** City of Central Falls  
Attn: Derek Collamati  
580 Broad Street  
Central Falls, RI 02863

2. **Grant:** Grantee has been awarded a Grant in the form of a product/service credit with AstroTurf, that shall be valued by Foundation, in its sole and absolute discretion, in an amount equal to \$36,750. The Grant is being awarded based on Grantee’s responses to its Grant Application, as submitted to the Foundation (“Grant Application”).
3. **Synthetic Turf:** Consistent with the Foundation’s interests in promoting youth soccer, particularly within vulnerable communities in urban areas, Grantee will use Grant to help defray the cost of Grantee’s purchase of an AstroTurf Synthetic Turf (“Synthetic Turf”) at the property set forth in the Grant Application, as defined herein (“Grant Project”).
4. **Execution of the Grant Agreement:** Grantee must return an executed copy of this Agreement to the Foundation by **January 15, 2019**.
5. **Grantee Covenants:** In order to induce the Foundation to enter into this Agreement, and to award the aforementioned Grant, Grantee covenants as follows:
  - (a) Soccer will be given scheduling priority on, and majority use of, the Synthetic Turf for as long as it is operational. Majority use shall mean use of greater than fifty per centum (50%) for all scheduled activities on the Synthetic Turf.
  - (b) The Foundation will be granted usage of the Synthetic Turf for one (1) day per year over the first five (5) years following its completion, including, without limitation, for Special Events (as defined below) that are organized by the Foundation and/or AstroTurf. The Foundation will make best efforts to schedule such usage for dates and times mutually agreed upon with the Grantee, and Grantee will not unreasonably withhold field time for such usage. For purposes of this Agreement, “Special Events” shall be defined as tournaments, clinics, events, training sessions, media functions and any other similar event the Foundation and/or AstroTurf so determine.
  - (c) Upon completion, the Synthetic Turf will be fenced and otherwise maintained in accordance with AstroTurf’s recommendations for user safety. Grantee acknowledges and agrees that it will be responsible for the maintenance and safety of the Synthetic Turf following its completion.

- (d) Grantee presently owns, or is currently tenant to an appropriate long-term lease of, that property on which the Synthetic Turf will be built. An appropriate long-term lease shall mean a lease of at least ten (10) years in length following the date of submission of the Grant Application.
  - (e) Prior to commencing installation of the Synthetic Turf, Grantee will obtain, or shall assist (where necessary) in obtaining, all permits, authorizations and consents from third parties, including governmental entities, necessary for the installation of the Synthetic Turf.
6. **Facts and Representations True and Correct:** Grantee hereby affirms the representations made in its Grant Application are true and correct and that the Foundation may rely upon the truth and correctness of the representations made in the Grant Application without further independent investigation. Grantee further affirms that it has not omitted any material fact from its Grant Application, the knowledge of which would adversely impact the awarding of the Grant to Grantee. Grantee avows that no adverse events have occurred since the date of such Grant Application which have materially or adversely altered the truth or reliability of the Grant Application, including the tax status of Grantee and the Grantee's ability to successfully complete the Grant Project as described within the Grant Application. Grantee agrees to immediately inform the Foundation in writing within five (5) business days of any material change, in Grantee or the Grant Project, which might affect any terms of this Agreement.
7. **Certificate of Completion:** Upon completion of construction of the Synthetic Turf, the Grantee will certify to the Foundation that installation and construction of the Synthetic Turf is complete (the "Certificate of Completion"). If such Certificate of Completion is not completed and sent to the Foundation within twelve (12) months following the Effective Date, this Agreement shall be null and void and the Foundation shall thereafter have no obligation to Grantee.
8. **Use of Grant:** Upon receipt of the Certificate of Completion, the Foundation will award the Grant to the Grantee in the form of a voucher to reduce the purchase price payable for AstroTurf products in connection with the Synthetic Turf.
9. **Grantee Books and Records:** Grantee agrees to maintain sufficient operating and financial books, records and related documentation regarding the activities of Grantee and other evidence sufficient for the Foundation to satisfy its fiduciary, public and governmental responsibilities and duties. The Foundation shall have reasonable access to the books and records of Grantee for inspection purposes and shall be entitled to copies, at its discretion, as they relate to the use of the Grant and the Grant Project.
10. **Grantee Obligations:**
- (a) **Semi-Annual Status Reports:** Prior to completion of the Synthetic Turf, Grantee shall provide electronic, semi-annual updates no later than six (6) months and 12 months following the Effective Date, detailing the timing and progress of construction, before and after photographs of the field site under construction, and any other information reasonably requested by the Foundation.
  - (b) **Impact Reports:** Following completion of the Synthetic Turf, Grantee shall provide to the Foundation an electronic report, satisfactory to Foundation, describing the impact of the Synthetic Turf. Such report shall be submitted to the Foundation no later than seven (7) months after completion of the Synthetic Turf and shall include photographs of the Synthetic Turf in use by youth soccer players and provide information on field usage rates, stories of impact on the community, and any other information reasonably requested by the Foundation.

- (c) **Site Visits:** Grantee will use its best efforts to accommodate any representative of the Foundation who requests to conduct a site visit, at the sole cost of the Foundation, for the purposes of collecting information about the Grant's impact.
- (d) **Photographs/Videos/Stories/Testimonials:** In addition to submitting digital photographs, videos, stories and testimonials relating to the Grant Project in the aforementioned Status Reports, the Grantee shall submit the same to the Foundation upon request by the Foundation.

**11. Publicity Material and Recognition:**

- (a) Grantee, upon written approval by the Foundation, shall recognize the Foundation and acknowledge the Grant in Grantee's written materials, news releases, website and related marketing or publicity.
- (b) If Grantee possesses a website, such website shall include a hyperlink to the Foundation's website.
- (c) The Foundation and/or AstroTurf shall have the right to publicize, show photographs of, and use the name of the Synthetic Turf and otherwise promote its contributions in any and all media, including the Internet. Grantee authorizes the Foundation to utilize those logos, owned or controlled by Grantee and associated with the Grant Project, for related marketing and/or publicity.
- (d) Grantee agrees to fully assist and cooperate in a mutually acceptable dedication event, should the Foundation request such, which may include appearances by athletes affiliated with the Foundation. In order to assist Grantee, the Foundation will provide copies of the Foundation's logo(s) and a standard press release for Grantee to share with local media.
- (e) Grantee will name and acknowledge Foundation as a funder and supporter of the Synthetic Turf for the entirety of the Synthetic Turf's use and existence.

**12. Awareness Opportunities:** Grantee guarantees the Foundation the following rights, without charge, it being understood and agreed by all parties that such rights, as well as all other rights, benefits, and protections accruing to the Foundation under this Agreement, are related solely to Foundation's Grant:

- (a) Grantee grants to the Foundation the right to permanently place the Foundation's trademark, trade name or any design/logo owned or controlled by the Foundation (each, a "Mark" and together, the "Marks"), and/or that of AstroTurf, on the completed Synthetic Turf. The Foundation shall have the right to assign its design/logo rights to its affiliated entities and/or other funders of the Synthetic Turf. Unless the Foundation chooses to forego the right, such Marks will be included during installation of the Synthetic Turf. The Foundation may change its Marks, as well as any other Marks placed on the Synthetic Turf, at any time in its sole discretion and at its sole cost. Each Mark will remain on the Synthetic Turf for as long as the Synthetic Turf is operational, unless removed by the Foundation or unless Foundation otherwise gives its written consent to the removal of such Mark.
- (b) Grantee will allow the Foundation to install not more than two (2) signs or banners, in form reasonably acceptable to the Foundation, including, but not limited to, a plaque, backlit sign, field signs or field boards, on the premises on which the Synthetic Turf is built, in order to promote and recognize the Foundation for its contribution to the Synthetic Turf. The Foundation shall have the right to assign its signage rights to its affiliated entities, other funders and/or AstroTurf. The signage shall be supplied by the Foundation at its sole cost, and shall be

posted in high-traffic locations acceptable to Grantee and the Foundation. The contents of the signage will be subject to approval by Grantee, which approval shall not be unreasonably withheld.

13. **Grant Not Assignable:** Grant is intended solely for the benefit of Grantee. No benefit of the Grant may be delegated, assigned or otherwise transferred without the prior advance, written consent of Foundation, which consent shall be in the sole and absolute discretion of the Foundation.
14. **Proper Authority:** Each of the parties and its officers represent and warrant that they are authorized to enter into this Agreement and execute the same without further authority.
15. **Absence of Warranties:** THE FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE RELATING TO THE SYNTHETIC TURF OR ANY COMPONENT PART THEREOF, OR THE PERFORMANCE BY ASTROTURF OR ANY OTHER ENTITIES AND THEIR ASSOCIATED SERVICES. IN NO EVENT WILL FOUNDATION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR PERFORMANCE OF THE OBLIGATIONS HEREUNDER.
16. **Assumption of Risk:** Grantee hereby agrees to assume all risks and liabilities associated with the use, operation, maintenance, safety and condition of the Synthetic Turf.
17. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless the Foundation, its parent, subsidiary and affiliated companies, sponsors, benefactors, donors, officers, directors, employees, accountants, attorneys, agents, successors and assigns ("Foundation Parties") from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) ("Claim" or "Claims") related to the Grant, the Synthetic Turf or this Agreement and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the installation, maintenance, location, or condition of the Synthetic Turf, or any person's use of the Synthetic Turf, whether authorized or unauthorized, proper or improper. Grantee's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement. Without limiting this obligation, Grantee will maintain the insurance described in Section 18 of this Agreement.

Grantee represents to the Foundation that the Synthetic Turf does not violate any applicable law, regulation, ordinance, lease, or otherwise violate the rights of any person or entity.

18. **Insurance Requirements:**

- (a). **Insurance Requirements during Construction/Installation of the Synthetic Turf.** Prior to commencing work and until substantial completion of the installation of the Synthetic Turf, Grantee shall provide and maintain (or require its Contractor performing the installation work to provide and maintain), at its expense, the following insurance which shall protect Grantee, its Contractor and the Foundation on a primary basis from any and all Claims arising out of or in connection with the Grant Project and installation of the Synthetic Turf pursuant to this Agreement:

- (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, premises liability, products-completed operations, personal and advertising injury, property damage and bodily injury liability (including death). Policy shall also include coverage for (i) liability arising out of Contractor's use, operation and/or maintenance of any construction machinery/equipment in the performance of the construction/installation of the Synthetic Turf; and (ii) owners and contractors protective. Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds.
- (ii) Automobile Liability insurance, to the extent necessary, covering liability arising out of the Grantee's (or its Contractor's) use, operation and/or maintenance of any auto (including trucks and other construction vehicles), with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.
- (iii) Workers' Compensation insurance covering employees of Grantee (and its Contractor) involved with the installation of the Synthetic Turf, with limits as required by statutory law, including Employer's Liability coverage, to the extent necessary, with limits not less than \$1,000,000 each accident, \$1,000,000 disease-per employee and \$1,000,000 disease-policy limit.
- (iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability, Automobile Liability and Employer's Liability policy limits.
- (v) Builder's Risk Property insurance covering loss or damage to the materials, equipment and supplies used during the course of installation of the Synthetic Turf in the amount of the full replacement cost thereof. Said policy shall insure against perils on an "all risk" basis and shall include a waiver of subrogation in favor of Foundation and Foundation Parties with respect to losses covered by this insurance.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the installation of the Synthetic Turf; and (2) shall be written by insurance companies that are satisfactory to the Foundation and that are licensed to do business in the state in which the Synthetic Turf is located. Grantee (and its Contractor) shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides thirty (30) days prior written notice thereof to the Foundation.

Upon execution of this Agreement, Grantee shall provide the Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

- (b). **Insurance Requirements following Installation of the Synthetic Turf.** Following the substantial completion of the Synthetic Turf and at all times while the Synthetic Turf is in place, Grantee shall provide and maintain, at its expense, the following insurance:
  - (i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for premises liability, contractual liability, products-completed operations, participant legal liability, personal and advertising injury, property damage and bodily injury liability (including death). Said policy shall be endorsed to name the Foundation and Foundation Parties as Additional Insureds

- (ii) Workers' Compensation insurance covering employees of Grantee (if any) involved with the use, operation, or maintenance of the Synthetic Turf, with limits as required by statutory law, including Employer's Liability coverage, to the extent necessary, with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (iii) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of the Commercial General Liability and Employer's Liability policy limits.
- (iv) Participant Accident insurance covering all Participants and other individuals using the Synthetic Turf with limits not less than \$5,000 per participant for Accident Medical coverage and \$1,000 per participant for AD&D coverage.

All such insurance required above shall be (1) considered primary with respect to Claims arising out of the use, operation, maintenance and condition of the Synthetic Turf; and (2) shall be written by insurance companies that are satisfactory to the Foundation and that are licensed to do business in the state in which the Synthetic Turf is located. Grantee shall not allow any of the required policies to be materially changed, reduced or cancelled unless Grantee provides 30 days prior written notice thereof to the Foundation.

Upon execution of this Agreement and at each renewal of the required policies, Grantee shall provide Foundation with a certificate of insurance confirming that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

- 19. **Participant Waiver and Release Forms:** To the extent that Grantee requires participants in its programs or others who use the Synthetic Turf to sign waiver and release forms, Grantee shall include the Foundation and the Foundation Parties as released parties in the form.
- 20. **Use of Mark:** Notwithstanding anything in this Agreement to the contrary, in the event Grantee desires to use a Mark owned or controlled by the Foundation in a manner consistent with this Agreement, Grantee shall first submit a sample of the proposed use to the Foundation for prior written approval, which approval may be withheld in its sole discretion. Any such use by Grantee shall create no rights for Grantee to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of the Foundation, and the Foundation shall have the right to request samples of use from which it may determine compliance with these terms and conditions. Notwithstanding any provision of this Agreement to the contrary, the Foundation reserves, in its sole and absolute discretion, the right to prohibit use of its Marks.
- 21. **Applicable Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the District of Columbia, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.
- 22. **Attorneys' Fees:** Grantee agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Foundation in connection with any litigation concerning this Agreement should Foundation prevail against Grantee in such litigation, whether commenced by the Foundation or Grantee.
- 23. **Third Party Beneficiaries:** It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to

benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.

24. **Notices:** Any notices or communications given under this Agreement must be made in writing (a) if to the Foundation, at the address of the Foundation as hereinabove set forth or at such other address as the Foundation may designate by notice, or (b) if to Grantee, at the address of Grantee as hereinabove set forth or at such other address as Grantee may designate by notice
25. **Entire Agreement; Modifications:** This Agreement contains the entire agreement between the Foundation and Grantee and cannot be changed, modified, amended, waived or canceled except by an agreement in writing and executed by each of the parties hereto.
26. **Counterparts and Facsimile Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized signatories as of the date first above written.

**U.S. Soccer Foundation**

By:  \_\_\_\_\_ Date: 7/31/19

Name: Ed Foster-Simeon

Title: President & CEO

**City of Central Falls**

By:  \_\_\_\_\_ Date: 1/11/19

Name: James A. Diossa

Title: Mayor





# CERTIFICATE OF INSURANCE

**RHODE ISLAND INTERLOCAL RISK MANAGEMENT TRUST**  
501 Wampanoag Trail, Suite 301, East Providence, Rhode Island 02915  
(401) 438-6511 (800) 511-5975

## EVIDENCE OF INSURANCE

CERTIFICATE HOLDER	INSURED MEMBER
US Soccer Association 1140 Connecticut Ave. NW, Suite 1200 Washington, DC 20036	CITY OF CENTRAL FALLS

<b>POLICY NUMBER: 18/19</b>	<b>EXPIRATION DATE: JUNE 30, 2019</b>	<b>ISSUE DATE: MAY 7, 2019</b>
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<b>INSURANCE TYPE:</b>	Occurrence form General Liability and Automobile Liability
<b>LIMITS:</b>	\$2,000,000 per occurrence with no annual aggregate for General Liability and Automobile Liability.
<b>DESCRIPTION:</b>	Evidence of General Liability and Automobile Liability insurance for the City of Central Falls. Above limits apply.
<b>CANCELLATION:</b>	Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

**THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED ABOVE.**

**This Certificate of Insurance or Binder evidences the limits of liability in effect at the inception of the policies shown. Note the aggregate limits. All claims paid exhaust the aggregate limits and reduce the amount of insurance in force.**

**RHODE ISLAND INTERLOCAL RISK MANAGEMENT TRUST**

By: 

**Brad L. Weaver CIC, CPCU, Director of Property & Casualty Underwriting**  
*Authorized Signature*

# CERTIFICATE OF INSURANCE

**RHODE ISLAND INTERLOCAL RISK MANAGEMENT TRUST**  
501 Wampanoag Trail, Suite 301, East Providence, Rhode Island 02915  
(401) 438-6511 (800) 511-5975

## EVIDENCE OF INSURANCE

CERTIFICATE HOLDER	INSURED MEMBER
US Soccer Association 1140 Connecticut Ave. NW, Suite 1200 Washington, DC 20036	City of Central Fall

<b>POLICY NUMBER:</b> 18/19	<b>EXPIRATION DATE:</b> JUNE 30, 2019	<b>ISSUE DATE:</b> May 7, 2019
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<b>INSURANCE TYPE:</b>	Workers' Compensation.
<b>LIMITS:</b>	Workers' Compensation - Statutory Employer's Liability - \$5,000,000 per occurrence/aggregate
<b>DESCRIPTION:</b>	Evidence of Workers' Compensation insurance for City of Central Falls
<b>CANCELLATION:</b>	Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

**THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED ABOVE.**

**This Certificate of Insurance or Binder evidences the limits of liability in effect at the inception of the policies shown. Note the aggregate limits. All claims paid exhaust the aggregate limits and reduce the amount of insurance in force.**

**RHODE ISLAND INTERLOCAL RISK MANAGEMENT TRUST**

By: 

**Brad L. Weaver CIC, CPCU, Director of Property & Casualty Underwriting**  
*Authorized Signature*