



**Town of Narragansett**  
25 5<sup>th</sup> Avenue  
Narragansett, RI 02882

January 2, 2025

**Bonnet Shores Fire District**  
130 Bonnet Shores Road  
Narragansett, RI 02882

Dear Bonnet Shores Fire District,

**Re: Inter-Agency Agreement for the Use of Federal Aid**

This Inter-Agency Agreement (the "Agreement") is entered into by and between the Town of Narragansett, hereinafter referred to as the "Providing Agency," and the Bonnet Shores Fire District, hereinafter referred to as the "Receiving Agency," collectively referred to as the "Parties," for the purpose of outlining the terms and conditions under which federal funds will be allocated and utilized for mitigation activities to harden Colonel Jon Gardner Road.

**1. Purpose and Scope**

The primary purpose of this Agreement is to establish the framework for the use of federal aid provided under the FEMA Hazard Mitigation Grant Program (HMGP) and FEMA Public Assistance (PA) program. The aid will be used to support mitigation activities to repair and rebuild Colonel John Gardner Road in order to protect the roadway and residential structures located along the roadway.

**2. Funding Allocation**

The Providing Agency will allocate a total amount of \$143,467.89 in federal funds to the project.

FEMA: \$ 107,600.96. Town of Narragansett: \$17,933.49. BSFD: \$17,933.49

BSFD will provide payment to the Town by April 30, 2025.

The funds are designated for the following purposes:

- Repair and rebuild the rock wall barrier along Colonel John Garder Road
- Mitigate storm and flood damage to the roadway and nearby residential structures



### **3. Responsibilities of the Providing Agency**

The Providing Agency agrees to:

- Manage the use of federal funds in accordance with federal guidelines.
- Provide technical assistance and oversight to ensure compliance with applicable federal laws and regulations.
- Monitor the use of the funds to ensure they are used as intended and in compliance with federal standards.

### **4. Responsibilities of the Receiving Agency**

The Receiving Agency agrees to:

- Provide routine maintenance of any real property, structures, or facilities acquired or constructed as a result of such federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin.
- Maintain accurate records of maintenance schedules and expenditures and provide access to these records to the Providing Agency for audit or review purposes.

### **5. Duration of the Agreement**

This Agreement shall be effective as of January 2, 2025, should the Town of Narragansett received federal aid and shall continue in effect until the completion of the grant award, unless terminated earlier by either Party in accordance with the terms set forth herein. If the Town of Narragansett does not receive federal aid for this project, then this contract will be null and void.

### **6. Termination**

Either Party may terminate this Agreement with 30 days written notice to the other Party, provided that such termination does not affect any actions or obligations already undertaken by the Receiving Agency with the federal funds prior to termination.

### **7. Amendment**

Any amendments to this Agreement must be made in writing and signed by authorized representatives of both Parties.



### 8. Dispute Resolution

In the event of a dispute arising out of this Agreement, the Parties agree to attempt to resolve the issue through mutual discussion. If resolution cannot be reached, the Parties may seek mediation or legal resolution as appropriate under federal law.

### 9. Compliance with Federal Laws

Both Parties agree to comply with all applicable federal laws in the performance of this Agreement.

### 10. Signatures

By signing below, the Parties acknowledge their understanding and agreement to the terms and conditions set forth in this Agreement.

Sincerely,

James Tierney

Town Manager

Town of Narragansett

Agreed and Accepted:

  
Carol O'Donnell

Council President

Bonnet Shores Fire District

Agreed and Accepted:

  
Carol O'Donnell

Date: 1/22/2025

TC APPROVED  
1/21/25

Date: 1-3-2025

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**Re: Inter-Agency Agreement for the Use of Federal Aid**

This Inter-Agency Agreement (the "Agreement") is entered into by and between the Town of Narragansett and the Bonnet Shores Fire District, collectively referred to as the "Parties," for the purpose of outlining the terms and conditions under which federal funds will be allocated and utilized for mitigation activities to harden Colonel Jon Gardner Road.

The primary purpose of this Agreement is to establish the framework for the use of federal aid provided under the FEMA Hazard Mitigation Grant Program (HMGP) and FEMA Public Assistance (PA) program. The aid will be used in part to repair and rebuild Colonel John Gardner Road in order to mitigate storm and flood damage to the roadway and residential structures located along the roadway.

If awarded with federal funding, the Town of Narragansett intends to facilitate and manage the HMGP and PA Colonel Jon Gardner Road project that includes mitigation activities on property owned by the Bonnet Shores Fire District. Should the Town of Narragansett be awarded such federal funding, Bonnet Shores Fire District agrees to allow mitigation activities including construction and routine maintenance to the project area located on Bonnet Shores Fire District property.

The Town of Narragansett agrees to the following:

1. Manage the use of federal funds in accordance with federal guidelines.
2. Provide technical assistance and oversight to ensure compliance with applicable federal laws and regulations.
3. Monitor the use of the funds to ensure they are used as intended and in compliance with federal standards.

Both Parties will be responsible for signing the Assurances document, as required by FEMA and the Rhode Island Emergency Management Agency. Both Parties agree to comply with all applicable federal laws in the performance of this Agreement.



In addition, the Bonnet Shore Fire District accepts responsibility, at its own expense, if necessary, for the routine maintenance of any real property, structures, or facilities acquired or constructed as a result of such federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this Agreement is to make clear the Parties' responsibilities following project award and to show the Parties' acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by federal law or regulation and which are in force on the date of project award. By signing below, the Parties acknowledge their understanding and agreement to the terms and conditions set forth in this Agreement.

Signed by Carol O'Donnell the duly authorized representative

Bonnet Shore Fire District,

This 2nd (day) of January (month), 2025 year

Signature Carol O'Donnell

And,

Signed by  the duly authorized representative

J.R. DENNEY  
TOWN OF NARRAGANSETT

This 22 (day) of JAN (month), 2025 year

Signature \_\_\_\_\_