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ARTICLE 8 AS AMENDED

RELATING TO LEASE AGREEMENTS FOR LEASED OFFICE AND OPERATING SPACE

SECTION 1. This article consists of Joint Resolutions that are submitted to the General Assembly for its approval pursuant to section 37-6-2 of the Rhode Island General Laws.

SECTION 2. Department of Corrections.

WHEREAS, The Rhode Island Department of Corrections currently has a lease agreement, in full force and effect, with the Urban League of Rhode Island for approximately 2,900 square feet of office space located at 234 Prairie Avenue in Providence, which will expire on June 30, 2013; and

WHEREAS, The annual rent under the current lease agreement in the fiscal year ending June 30, 2013 is \$40,000; and

WHEREAS, At a meeting duly noticed on February 12, 2013, the State Properties Committee approved the Department of Corrections' request to advertise a Request for Proposals in order to secure new office space in Providence; and

WHEREAS, The Rhode Island Department of Corrections requests to enter into a new lease agreement with a landlord to be determined for the use of approximately 4,500 square feet of office space at a location to be determined in the city of Providence and for a five (5) year term; and

WHEREAS, The leased premises will provide a critical location for the offices of the Department of Corrections from which the Department can serve the needs of Providence and surrounding communities and otherwise fulfill the mission of the Department; and

WHEREAS, The anticipated annual rent of the new lease agreement in each of the initial five (5) years of the term will not exceed \$88,000; and

WHEREAS, The payment of annual rent will be made from funds available to the Department of Corrections for the payment of rental and lease costs based on annual appropriations made by the General Assembly; and

WHEREAS, The State Properties Committee now respectfully requests the approval of the Rhode Island House of Representatives and the Rhode Island Senate for the lease agreement between the Department of Corrections and a landlord to be determined, for a facility located at a site to be determined, in the city of Providence; now therefore be it

1 RESOLVED, That this General Assembly of the State of Rhode Island and Providence
2 Plantations hereby approves a lease agreement, at a location to be determined, for an initial term
3 not to exceed five (5) years along with an option to renew for an additional five years. The total
4 cost of the initial five year term shall not exceed \$440,000; and it be further

5 RESOLVED, That this Joint Resolution shall take effect upon passage by the General
6 assembly; and be it further

7 RESOLVED, That the Secretary of State is hereby authorized and directed to transmit
8 duly certified copies of this resolution to the Director of the Department of Corrections, the State
9 Budget Officer, and the Chair of the State Properties Committee.

10 SECTION 3. Judiciary.

11 WHEREAS, The Judiciary currently has a lease agreement, in full force and effect, with
12 56 Associates, LP for approximately 39,043 square feet of records storage space located at 450
13 Main Street in the city of Pawtucket; and

14 WHEREAS, This lease will expire on May 31, 2013 and the Rhode Island Judiciary
15 wishes to renew for a ten (10) year term; and

16 WHEREAS, The Rhode Island Judiciary respectfully requests that this Resolution
17 supersede that which was previously approved during the 2011 Legislative Session as House
18 Resolution 6233 Sub A as the Judiciary has successfully negotiated a longer lease term at the
19 same rental rate; and

20 WHEREAS, The State of Rhode Island, acting by and through the Rhode Island Judiciary
21 attests to the fact that there are no clauses in the lease agreement with 56 Associates, LP that
22 would interfere with the Rhode Island Judiciary's lease agreement or use of the facility; and

23 WHEREAS, The leased premises provide a central location from which the Rhode Island
24 Judiciary can serve the needs of the Rhode Island community and otherwise further and fulfill the
25 mission of the Judiciary; and

26 WHEREAS, The annual rent in the current lease agreement for the fiscal year ending
27 June 30, 2013 is \$234,540; and

28 WHEREAS, The annual rent of the proposed lease agreement in each of the ten (10)
29 years of the term is not to exceed \$234,540; and

30 WHEREAS, At a meeting duly noticed on May 22, 2012, the State Properties Committee
31 considered the siting criteria for leased facilities under Rhode Island General Laws section 37-6-2
32 and found this site met all relevant criteria; and

33 WHEREAS, The State Properties Committee now respectfully requests the approval of
34 the Rhode Island House of Representatives and the Rhode Island Senate for a lease agreement

1 between 56 Associates, LP and the Rhode Island Judiciary, for the facility located at 450 Main
2 Street in the city of Pawtucket, Rhode Island; now therefore be it

3 RESOLVED, That this General Assembly of the State of Rhode Island and Providence
4 Plantations hereby approves the lease agreement, for a term not to exceed ten (10) years and at a
5 total cost not to exceed \$2,345,400; and be it further

6 RESOLVED, That this Joint Resolution shall take effect upon passage by the General
7 assembly; and be it further

8 RESOLVED, That the Secretary of State is hereby authorized and directed to transmit
9 duly certified copies of this resolution to the Administrator of the Rhode Island Judiciary, the
10 State Budget Officer, and the Chair of the State Properties Committee.

11 SECTION 4. Department of Labor and Training.

12 WHEREAS, The Department of Labor and Training currently has a lease agreement, in
13 full force and effect, with One Reservoir, LLC for 25,000 square feet of office space located at
14 One Reservoir Avenue in the city of Providence; and

15 WHEREAS, The current lease expires on June 17, 2013 and the Department of Labor and
16 Training requests to renew for a period of ten (10) years the lease agreement with One Reservoir,
17 LLC; and

18 WHEREAS, The State of Rhode Island, acting by and through the Department of Labor
19 and Training attests to the fact that there are no clauses in the lease agreement with One
20 Reservoir, LLC that would interfere with the Department of Labor and Training's lease agreement
21 or use of the facility; and

22 WHEREAS, The leased premises provide a central location from which the Department
23 of Labor and Training can serve the needs of the Rhode Island community and otherwise further
24 and fulfill the mission of the Department; and

25 WHEREAS, The annual rent in the current lease agreement in the fiscal year ending June
26 30, 2013 is \$609,628; and

27 WHEREAS, The annual rent of the proposed lease agreement in each of the initial five
28 (5) years of the term is not to exceed \$512,500; and \$525,250 in year six, \$538,250 in year seven,
29 \$551,500 in year eight, \$565,250 in year nine, and \$579,250 in year ten.

30 WHEREAS, The State Properties Committee now respectfully requests the approval of
31 the Rhode Island House of Representatives and the Rhode Island Senate for the lease agreement
32 between the Department of Labor and Training and One Reservoir, LLC, for the facility located
33 at One Reservoir Avenue in the city of Providence, Rhode Island; now therefore be it

34 RESOLVED, That this General Assembly of the State of Rhode Island and Providence

1 Plantations hereby approves the lease agreement, for a term not to exceed ten (10) years and at a
2 total cost not to exceed \$5,322,000; and be it further

3 RESOLVED, That this Joint Resolution shall take effect upon passage by the General
4 assembly; and be it further

5 RESOLVED, That the Secretary of State is hereby authorized and directed to transmit
6 duly certified copies of this resolution to the Director of the Department of Labor and Training,
7 the State Budget Officer, and the Chair of the State Properties Committee.

8 SECTION 5. Department of Human Services.

9 WHEREAS, The Department of Human Services currently has a lease agreement with
10 Kellaway Realty Corporation for approximately 18,000 square feet of office space located at 24
11 Commerce Street in the city of Pawtucket; and

12 WHEREAS, The State of Rhode Island, acting by and through the Department of Human
13 Services attests to the fact that there are no clauses in the lease agreement with Kellaway Realty
14 Corporation that would interfere with the Department of Human Services lease agreement or use
15 of the facility; and

16 WHEREAS, The aforementioned lease expires on December 31, 2013 and the
17 Department of Human Services wishes to advertise a Request for Proposals and enter into a new
18 lease agreement with a landlord to be determined for the use of approximately 18,000 square feet
19 of office space located in the city of Pawtucket; and

20 WHEREAS, The Department of Human Services and its programs operating in their
21 current location may relocate to a new location based on the results of the Request for Proposals
22 process; and

23 WHEREAS, The proposed leased premises will provide a location from which the
24 Department of Human Services can serve the needs of the Pawtucket and surrounding
25 communities and otherwise fulfill the mission of the Department; and

26 WHEREAS, The rent in the current lease agreement in the fiscal year ending June 30,
27 2013 is \$252,000; and

28 WHEREAS, The annual rent of the proposed lease agreement for each of the five (5)
29 years of the term is not to exceed \$360,000; and

30 WHEREAS, At a meeting duly noticed on April 10, 2012 the State Properties Committee
31 approved the Department of Human Services request to advertise a Request for Proposals in order
32 to secure new office space in the city of Pawtucket; and

33 WHEREAS, The State Properties Committee now respectfully requests the approval of
34 the Rhode Island House of Representatives and the Rhode Island Senate for the lease agreement

1 between the Department of Human Services and a landlord to be determined, for the facility
2 located at a location to be determined in the city of Pawtucket, Rhode Island; now therefore be it

3 RESOLVED, That this General Assembly of the State of Rhode Island and Providence
4 Plantations hereby approves the lease agreement, for an initial term not to exceed five (5) years
5 and at a total cost not to exceed \$1,800,000; and be it further

6 RESOLVED, That this Joint Resolution shall take effect upon passage by the General
7 assembly; and be it further

8 RESOLVED, That the Secretary of State is hereby authorized and directed to transmit
9 duly certified copies of this resolution to the Director of the Department of Human Services, the
10 State Budget Officer, and the Chair of the State Properties Committee.

11 SECTION 6. University of Rhode Island - Physical Therapy Program.

12 WHEREAS, The University of Rhode Island (the University) has academic programs in
13 Physical Therapy, Communicative Disorders, and Kinesiology with teaching, research, and
14 outreach that benefits Rhode Island adults and children with injuries and disabilities; and

15 WHEREAS, The Independence Square Foundation (the Foundation) is a non profit
16 corporation that develops and manages community center buildings, leasing space at affordable
17 rates to not for profit operations, with a historical emphasis on operations supporting individuals
18 with disabilities; and

19 WHEREAS, The Foundation promotes and fosters collaborative relationships between its
20 non profit tenants in the interest of enhancing the range and quality of services offered to these
21 special populations, recognized at the national level as a unique model to be emulated; and

22 WHEREAS, In 1991, the University and the Board of Governors for Higher Education,
23 (the Board), and the State Properties Committee (the Properties Committee) approved a lease
24 (Ground Lease) for a parcel of land at 25 West Independence Way on the Kingston Campus of
25 the University in Kingston, Rhode Island to the Foundation, enabling Independence Square to
26 build a 40,000 square foot community center building for the University and not for profit
27 tenants, and in 2007 approved an extension of that Ground Lease through 2032, enabling
28 Independence Square to qualify for \$1,200,000 in federal grant funding toward the successful
29 construction of a 28,000 square foot addition to the building in 2009; and

30 WHEREAS, Per the Ground Lease Agreement, the Foundation is required to make
31 payments of \$1 per year and at the end of the term or further extension of the Ground Lease, the
32 University and the Board will obtain title to the building and associated improvements for the
33 payment of \$1; and

34 WHEREAS, The Board and the State Properties Committee, at that same time and in

1 2002, approved space leases (Lease) for the University's Physical Therapy Program and
2 Communicative Disorders Speech and Hearing Clinic, respectively, within the existing building
3 at 25 West Independence Way and those programs, associated students and faculty, and clinical
4 clients have benefited from the quality, accessible, well maintained facilities for the duration of
5 those Leases; and

6 WHEREAS, The present Lease for 16,400 square feet of space in the Independence
7 Square Foundation II building at 25 West Independence Way on the University's Kingston
8 Campus had reached the end of its extended term as of December 31, 2012; and

9 WHEREAS, The University, the Board, and the State Properties Committee have
10 approved a Lease for the same 16,400 square feet of space in the Independence Square
11 Foundation II building for a period of one year beginning on January 1, 2013, in the interest of
12 continuing the presence of the University's Physical Therapy Program in that space while a nine
13 (9) year lease extension undergoes consideration per the requirements of section 37-6-2 of the
14 Rhode Island General Laws during the 2013 Legislative Session; and

15 WHEREAS, There is a strong interest in continuing the Physical Therapy Program's
16 academic and clinical programs within the space they presently occupy in the Independence
17 Square II building for a period coincident with the existing, applicable Ground Lease, which is
18 scheduled to end as of December 31, 2032; and

19 WHEREAS, The University, the Board, and the State Properties Committee have
20 approved a Lease (the Lease Agreement), with a term of nine (9) years, for 16,400 square feet of
21 space in the Independence Square II building for the University's Physical Therapy Program, with
22 that Lease Agreement and associated obligations beginning on January 1, 2014, subject to the
23 required Executive and Legislative authorizations; and

24 WHEREAS, The Lease Agreement requires the University to pay a Base Rent for the
25 University's proportionate share of building operating expenses, including heating, cooling,
26 lighting, and basic electrical service, such Base Rent in the first year being \$200,616, calculated
27 on an annualized basis, this Base Rent being subject to incremental changes in actual operating
28 expenses incurred to support the building, applicable to the proportional share of the building
29 occupied by the Physical Therapy Program under The Lease in future years; and

30 WHEREAS, Under the Lease Agreement, the University will be required to pay
31 Additional Rent for the University's proportionate share of Property Taxes, if applicable, and
32 Operating Expenses in excess of those covered by the Base Rent as determined by calculation of
33 actual expenses incurred by the Foundation for the Independence Square Foundation II Building
34 at the end of each calendar year of the Lease. Such Additional Rent payments, which have been

1 between \$14,000 and \$25,000 over the previous eight (8) years under the expiring Lease, are to
2 be supported by University general revenues; now, therefore, be it

3 RESOLVED, That the Foundation's Project is a favorable investment on the University's
4 Kingston Campus that ultimately becomes an asset of the University and the State, serving an
5 important academic program and critical operations serving children with special needs, while
6 further building upon a successful University, Foundation, and Community partnership and this
7 General Assembly hereby approves this Lease Agreement; and be it further

8 RESOLVED, That this General Assembly of the State of Rhode Island and Providence
9 Plantations hereby approves the lease agreement, for a term not to exceed nine (9) years and at a
10 total cost not to exceed \$1,990,000; and be it further

11 RESOLVED, That this Joint Resolution shall take effect upon passage by the General
12 assembly; and be it further

13 RESOLVED, That the Secretary of State is hereby authorized and directed to transmit
14 duly certified copies of this resolution to the President of the University of Rhode Island, the
15 State Budget Officer, and the Chair of the State Properties Committee.

16 SECTION 7. University of Rhode Island - Communicative Disorders Program.

17 WHEREAS, The University of Rhode Island (the University) has academic programs in
18 Physical Therapy, Communicative Disorders, and Kinesiology with teaching, research, and
19 outreach that benefits Rhode Island adults and children with injuries and disabilities; and

20 WHEREAS, The Independence Square Foundation (the Foundation) is a non profit
21 corporation that develops and manages community center buildings, leasing space at affordable
22 rates to not for profit operations, with a historical emphasis on operations supporting individuals
23 with disabilities; and

24 WHEREAS, The Foundation promotes and fosters collaborative relationships between its
25 non profit tenants in the interest of enhancing the range and quality of services offered to these
26 special populations, recognized at the national level as a unique model to be emulated; and

27 WHEREAS, In 1991, the University and the Board of Governors for Higher Education,
28 (the Board), and the State Properties Committee (the Properties Committee) approved a lease of
29 land (Ground Lease), for a parcel of land at 25 West Independence Way on the Kingston Campus
30 of the University in Kingston, Rhode Island to the Foundation enabling Independence Square to
31 build a 40,000 square foot community center building for the University and not for profit
32 tenants, and in 2007 approved an extension of that Ground Lease through 2032, enabling
33 Independence Square to qualify for \$1,200,000 in federal grant funding toward the successful
34 construction of a 28,000 square foot addition to the building in 2009; and

1 WHEREAS, Per the Ground Lease Agreement, the Foundation is required to make
2 payments of \$1 per year and at the end of the term or further extension of the Ground Lease, the
3 University and the Board obtain title to the building and associated improvements for the
4 payment of \$1; and

5 WHEREAS, The Board and the State Properties Committee, in 2002, approved a space
6 lease (Lease) for the University's Communicative Disorders Program's Speech and Hearing Clinic
7 within the existing building at 25 West Independence Way and the Program's associated students
8 and faculty, and clinical clients have benefited from the quality, accessible, well maintained
9 facilities for the duration of that Lease; and

10 WHEREAS, The present Lease for 4,300 square feet of space for the Communicative
11 Disorders Program in the Independence Square Foundation II building at 25 West Independence
12 Way on the University's Kingston Campus reached the end of its initial term as of January 31,
13 2013; and

14 WHEREAS, The University, the Board, and the State Properties Committee have
15 approved an Amendment One to the Lease for the same 4,300 square feet of space in the
16 Independence Square Foundation II building for a period of one year beginning on February 1,
17 2013, in the interest of continuing the presence of the University's Communicative Disorders
18 Program in that space under the same terms and conditions, excepting that the terms of Section
19 5.05 pertaining to the University's obligations to compensate for renovation work performed by
20 Independence Square will no longer apply, while a long term lease extension undergoes
21 consideration per the requirements of section 37-6-2 of the Rhode Island General Laws during the
22 2013 Legislative Session; and

23 WHEREAS, There is a strong interest in continuing the Communicative Disorders
24 Program's academic and clinical programs within the space they presently occupy in the
25 Independence Square II building for a period beyond the initial ten-year term plus the one year
26 extension that will end as of January 31, 2013; and

27 WHEREAS, The University, the Board, and the State Properties Committee have
28 approved a continuation of the Lease Agreement's terms and conditions excepting that the terms
29 of Section 5.05 pertaining to the University's obligations to compensate for renovation work
30 performed by Independence Square will no longer apply, (Amendment Two to the Lease
31 Agreement), with a term of nine (9) years, for the same 4,300 square feet of space in the
32 Independence Square II building for the University's Communicative Disorders Program, with
33 that Amendment Two to the Lease Agreement and associated obligations beginning on February
34 1, 2014 and continuing through January 31, 2023; and

1 WHEREAS, The Lease Agreement requires the University to pay a Base Rent for the
2 University's proportionate share of building operating expenses, including heating, cooling,
3 lighting, and basic electrical service, such Base Rent in the first year and the nine years being
4 \$45,408, calculated on an annualized basis, this Base Rent being subject to incremental changes
5 in actual operating expenses incurred to support the building, applicable to the proportional share
6 of the building occupied by the Communicative Disorders Program under The Lease in future
7 years; and

8 WHEREAS, Under the Lease Agreement, the University will be required to pay
9 Additional Rent for the University's proportionate share of Property Taxes, if applicable, and
10 Operating Expenses in excess of those covered by the Base Rent as determined by calculation of
11 actual expenses incurred by the Foundation for the Independence Square Foundation II Building
12 at the end of each calendar year of the Lease. Such Additional Rent payments, which have been
13 between \$5,676 and \$12,984 over the previous eight (8) years under the expiring Lease, are to be
14 supported by University general revenues; now, therefore, be it

15 RESOLVED, That the Foundation's Project is a favorable investment on the University's
16 Kingston Campus that continues to serve the facility needs of the University's academic and
17 clinical programs and ultimately becomes an asset of the University and the State, serving an
18 important academic program and critical operations serving children and adults with special
19 needs, while further building upon a successful University, Foundation, and Community
20 partnership and this General Assembly hereby approves this Amendment Two to the Lease
21 Agreement for the University's Communicative Disorders Program; and be it further

22 RESOLVED, That this General Assembly of the State of Rhode Island and Providence
23 Plantations hereby approves the lease agreement, for a term not to exceed nine (9) years and at a
24 total cost not to exceed \$515,000; and be it further

25 RESOLVED, That this Joint Resolution shall take effect upon passage by the General
26 Assembly; and be it further

27 RESOLVED, That the Secretary of State is hereby authorized and directed to transmit
28 duly certified copies of this resolution to the President of the University of Rhode Island, the
29 State Budget Officer, and the Chair of the State Properties Committee.

30 SECTION 8. This article shall take effect upon passage.