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ARTICLE 8

RELATING TO LEASE AGREEMENTS FOR LEASED OFFICE AND OPERATING SPACE

SECTION 1. This Article consists of a joint resolution that is submitted pursuant to § 37-6-2 authorizing various lease agreements for office space and operating space.

SECTION 2. *Executive Office of Commerce*

WHEREAS, the Executive Office of Commerce currently occupies approximately 2,983 square feet at 555 Valley Street (Building 58, Suite 203) in the City of Providence;

WHEREAS, the Executive Office of Commerce currently has a current lease agreement, in full force and effect, with Foundry ALCO Members, LLC for approximately 2,983 square feet of office space located at 555 Valley Street (Building 58, Suite 203);

WHEREAS, the existing lease expires on June 30, 2022, and the Executive Office of Commerce wishes to exercise its option to renew this lease for an additional five-year term;

WHEREAS, the State of Rhode Island, acting by and through the Executive Office of Commerce attests to the fact that there are no clauses in the lease agreement with Foundry ALCO Members, LLC that would interfere with the Executive Office of Commerce lease agreement or use of the facility;

WHEREAS, the leased premises provide a critical location for the offices of the Executive Office of Commerce from which the organization can fulfill the mission of the Executive Office of Commerce;

WHEREAS, the annual base rent in the agreement in the current fiscal year, ending June 30, 2022 is \$71,234.04;

WHEREAS, the anticipated annual base rent of the agreement in each of the five (5) years of the renewal term will not exceed \$76,576.60;

WHEREAS, the payment of the annual base rent will be made from funds available to the Executive Office of Commerce for the payments of rental and lease costs based on annual appropriations made by the General Assembly;

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 Executive Office of Commerce and Foundry ALCO Members, LLC for leased space located at 555 Valley Street (Building 58, Suite 203), Providence; now therefore be it

1 RESOLVED, that this General Assembly of the State of Rhode Island hereby approves the
2 lease agreement, for a term not to exceed five (5) years and an aggregate base rent not to exceed
3 \$382,883; and it be further

4 RESOLVED, that this Joint Resolution shall take effect upon passage by the General
5 Assembly; and it be further

6 RESOLVED, that the Secretary of State is hereby authorized and directed to transmit duly
7 certified copies of this resolution to the Governor, the Director of the Executive Office of
8 Commerce, the Director of Administration, the State Budget Officer, and the Chair of the State
9 Properties Committee.

10 SECTION 3. *Department of Corrections*

11 WHEREAS, the Rhode Island Department of Corrections has a current lease agreement,
12 in full force and effect, with WRR Associates, LLC. for approximately 5,086 square feet of office
13 space located at 49 Pavilion Avenue, Providence;

14 WHEREAS, the State of Rhode Island, acting by and through the Department of
15 Corrections attests to the fact that there are no clauses in the lease agreement with the WRR
16 Associates, LLC that would interfere with the Department of Corrections lease agreement or use
17 of the facility;

18 WHEREAS, the existing lease expires on January 31, 2023, and the Department of
19 Corrections wishes to advertise a Request for Proposals seeking approximately 5,000 square feet
20 of office space and relocating to a new office location in Providence;

21 WHEREAS, the annual base rent in the current agreement in the current fiscal year, ending
22 June 30, 2022 and continuing through January 31, 2023 is \$108,690;

23 WHEREAS, the annual base rent of the agreement through January 31, 2023 will not
24 exceed \$108,690;

25 WHEREAS, it is anticipated that the annual base rent of the new lease agreement in each
26 of the ten years of the term will not exceed \$110,000;

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

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

34 WHEREAS, the State Properties Committee now respectfully requests the approval of the

1 Rhode Island House of Representatives and the Rhode Island Senate for the lease agreement
2 between the Department of Corrections and a landlord to be determined, for the office space located
3 at a location to be determined in the City of Providence, Rhode Island; now therefore be it

4 RESOLVED, that this General Assembly of the State of Rhode Island hereby approves the
5 lease agreement, for a term not to exceed ten (10) years and an aggregate base rent not to exceed
6 \$1,100,000; and it be further

7 RESOLVED, that this joint resolution shall take effect upon passage by the General
8 Assembly; and it be further

9 RESOLVED, that the Secretary of State is hereby authorized and directed to transmit duly
10 certified copies of this resolution to the Governor, the Director of the Department of Corrections,
11 the Director of Administration, the State Budget Officer, and the Chair of the State Properties
12 Committee.

13 SECTION 4. *University of Rhode Island -- Communicative Disorders Program Lease*
14 *Renewal*

15 WHEREAS, the University of Rhode Island (“University”) has academic programs in
16 physical therapy, communicative disorders, and kinesiology with teaching, research, and outreach
17 that benefit Rhode Island adults and children with injuries and disabilities;

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

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

25 WHEREAS, in 1991, the University and the Board of Governors for Higher
26 Education/Council on Postsecondary Education/University of Rhode Island Board of Trustees
27 (“Board”), and the State Properties Committee (“Properties Committee”) approved a lease of land
28 (“Ground Lease”), for ten years, with ten years renewable, for a parcel of land at 25 West
29 Independence Way on the Kingston Campus of the University in Kingston, Rhode Island to the
30 Foundation, enabling Independence Square to build a 40,000 square foot community center
31 building for not-for-profit tenants;

32 WHEREAS, in 2002, the University, the Board and the Properties Committee, approved a
33 space lease executed on May 24, 2002 and terminating, with executed extensions, on January 31,
34 2023, wherein the Foundation leased to University approximately 4,300 rentable square feet of

1 space located Building II for the University’s Communicative Disorders program (“Program”)
2 within the original phase of building at 25 West Independence Way and that Program, associated
3 students and faculty have benefited from the quality, accessible, and well maintained facilities for
4 the duration of that lease;

5 WHEREAS, in 2007, the University, the Board, and the Properties Committee have
6 approved a 25 year extension to the existing Ground Lease, commencing as of January 1, 2009 and
7 terminating on January 31, 2034;

8 WHEREAS, in 2022, the University and the Board approved a space lease commencing as
9 of the February 1, 2023 and terminating on January 31, 2034 , wherein the Foundation leased to
10 University approximately 4,300 rentable square feet of space located Building II for the
11 University’s Program within the original phase of building at 25 West Independence Way and that
12 Program, associated students and faculty have benefited from the quality, accessible, and well
13 maintained facilities for the duration of that lease;

14 WHEREAS, it is in the best interest of the Program, associated students and faculty to have
15 continued access to the quality, accessible, and well maintained facilities for the duration of the
16 lease;

17 WHEREAS, the renewal of the lease requires the University to pay rent, plus the
18 University’s proportional share of building operating expenses, such as heating, cooling, lighting,
19 and basic electrical service, such rent, for the Lease period, in total, shall be \$758,692.00. The
20 proportionate share of building operating expenses are calculated on an annualized basis, this
21 proportionate share of building operating expenses being subject to annual increases in operating
22 expenses in future years; now, therefore be it

23 RESOLVED, that this General Assembly of the State of Rhode Island hereby recognizes
24 that lease payments of rent will not exceed \$758,692.00 for the duration of the Communicative
25 Disorders Program Lease Renewal (“Lease Renewal”), plus the proportionate share of building
26 operating expenses; and be it further

27 RESOLVED, that this General Assembly hereby approves this Lease Renewal and its
28 associated rent and proportionate operating cost; and be it further

29 RESOLVED, that this Joint Resolution shall take effect upon passage by this General
30 Assembly; and be it further

31 RESOLVED, that the Secretary of State is hereby authorized and directed to transmit duly
32 certified copies of this resolution to the Governor, the President of the University of Rhode Island,
33 the Director of Administration, the State Budget Officer, and the Chair of the State Properties
34 Committee.

1 SECTION 5. *University of Rhode Island Physical Therapy Program Lease Renewal*

2 WHEREAS, the University of Rhode Island (“University”) has academic programs in
3 physical therapy, communicative disorders, and kinesiology with teaching, research, and outreach
4 that benefit Rhode Island adults and children with injuries and disabilities;

5 WHEREAS, the Independence Square Foundation (“Foundation”) is a non-profit
6 corporation that develops and manages community center buildings, leasing space at affordable
7 rates to not-for-profit operations, with a historical emphasis on operations supporting individuals
8 with disabilities;

9 WHEREAS, the Foundation promotes and fosters collaborative relationships between its
10 non-profit tenants in the interest of enhancing the range and quality of services offered to these
11 special populations, recognized at the national level as a unique model to be emulated:

12 WHEREAS, in 1991, the University and the Board of Governors for Higher
13 Education/Council on Postsecondary Education/University of Rhode Island Board of Trustees
14 (“Board”), and the State Properties Committee (“Properties Committee”) approved a lease of land
15 (“Ground Lease”), for ten years, with ten years renewable, for a parcel of land at 25 West
16 Independence Way on the Kingston Campus of the University in Kingston, Rhode Island to the
17 Foundation, enabling Independence Square to build a 40,000 square foot community center
18 building for not-for-profit tenants;

19 WHEREAS, in 2007, the University, the Board, and the Properties Committee have
20 approved a 25 year extension to the existing Ground Lease, commencing as of January 1, 2009 and
21 terminating on January 31, 2034;

22 WHEREAS, in 2013, the University, the Board and the Properties Committee, approved a
23 space lease commencing as of the February 1, 2014 and terminating on February 28, 2023, wherein
24 the Foundation leased to University approximately 16,400 rentable square feet of space located
25 Building II for the University’s Physical Therapy program (“Program”) within the original phase
26 of building at 25 West Independence Way and that Program, associated students and faculty have
27 benefited from the quality, accessible, and well maintained facilities for the duration of that lease;

28 WHEREAS, in 2022, the University and the Board approved a space lease commencing as
29 of March 1, 2023 and terminating on January 31, 2034 (“Lease”), wherein the Foundation leased
30 to University approximately 16,400 rentable square feet of space located Building II for the
31 University’s Program within the original phase of building at 25 West Independence Way and that
32 Program, associated students and faculty have benefited from the quality, accessible, and well
33 maintained facilities for the duration of that Lease;

34 WHEREAS it is in the best interest of the Program, associated students and faculty to have

1 continued access to the quality, accessible, and well-maintained facilities for the duration of the
2 Lease;

3 WHEREAS, the lease requires the University to pay rent, plus the University's
4 proportional share of building operating expenses, such as heating, cooling, lighting, and basic
5 electrical service, such rent, for the Lease period, in total, shall be \$2,871,694.67. The proportionate
6 share of building operating expenses are calculated on an annualized basis, this proportionate share
7 of building operating expenses being subject to annual increases in operating expenses in future
8 years; now, therefore be it

9 RESOLVED, that this General Assembly of the State of Rhode Island hereby recognizes
10 that Lease payments of rent will not exceed \$2,871,694.67 for the duration of the Lease, plus the
11 proportionate share of building operating expenses; and be it further

12 RESOLVED, that this General Assembly hereby approves this Physical Therapy Program
13 Lease Renewal and its associated rent and proportionate operating costs; and be it further

14 RESOLVED, that this Joint Resolution shall take effect upon passage by this General
15 Assembly; and be it further

16 RESOLVED, that the Secretary of State is hereby authorized and directed to transmit duly
17 certified copies of this resolution to the Governor, the President of the University of Rhode Island,
18 the Director of Administration, the State Budget Officer, and the Chair of the State Properties
19 Committee.

20 SECTION 6. This Article shall take effect upon passage.