



Deborah A. Gist
Commissioner

State of Rhode Island and Providence Plantations
DEPARTMENT OF EDUCATION
Shepard Building
255 Westminster Street
Providence, Rhode Island 02903-3400

Enclosure 7e
January 12, 2015

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TO: Members of the Council on Elementary and Secondary Education

FROM: Deborah A. Gist, Commissioner

SUBJECT: *Approval of Transfer Agreement: Warwick Career and Technical Center*

After completing the \$15.0 million bond for repairs and renovations at the state owned locally operated career technical centers through the Rhode Island Department of Elementary and Secondary Education's Capital Budget, it is the intent of the General Assembly to vigorously pursue the transfer of all remaining career and technical schools from state to local ownership. Funding for the continued renovation of these facilities would thereafter be provided by both local resources and the standard school housing aid program. This process was recently completed with Cranston, East Providence and Newport.

A property transfer agreement has been negotiated with the City of Warwick and Warwick Public Schools and is attached. The agreement grants to the City of Warwick the sum of three million one hundred thousand dollars (\$3,100,000) for capital projects at the Career and Technical Center facility.

RECOMMENDATION: THAT, the Council on Elementary and Secondary Education approves the Property Transfer Agreement for the Warwick Area Career and Technical Center, as Finalized by the State Properties Commission, provided the allocation of the funds are available in the approved Capital Budget.

**AGREEMENT CONCERNING THE TRANSFER OF OWNERSHIP OF THE
WARWICK AREA CAREER AND TECHNICAL CENTER**

This Agreement is made and entered into this ____ day of ____, 2014, by and between the City of Warwick and Warwick Public Schools (“WPS”) and the State of Rhode Island and Providence Plantations, by and through the Rhode Island Board of Education, the Rhode Island Department of Elementary and Secondary Education (RIDE) and the Rhode Island Department of Administration.

RECITALS

WHEREAS, pursuant to the title search (appendix 1), WPS conveyed in fee simple a parcel of land and the improvements thereon at 575 Centerville Road in the city of Warwick to the State of Rhode Island for the Rhode Island Board of Education to use for “vocational purposes” (the “Real Property”);

WHEREAS, as owner of the Real Property, Rhode Island Board of Education (in trust for the State of Rhode Island) is responsible for its care and upkeep;

WHEREAS, the Real Property is in need of capital repairs and the Governor’s FY 2014 Capital Budget has included appropriations for those capital repairs, to be distributed as follows:

FY 2015

Within 30 days of execution	\$950,000
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FY 2016

August 15, 2015	\$1,800,000
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FY 2017

August 15, 2016	\$350,000
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WHEREAS, WPS operates the Warwick Area Career and Technical Center (“CTC”) on the Real Property, though title to the Real Property is held by the Rhode Island Board of Education (in trust for the State of Rhode Island);

WHEREAS, the Rhode Island Board of Education and the State of Rhode Island through its Department of Administration wish to convey the Real Property to WPS and wish WPS to continue operating a career and technical center on the Real Property;

WHEREAS, the State Properties Committee must approve the transfer of real property from the Rhode Island Board of Education and the State of Rhode Island to WPS pursuant to R.I. Gen. Laws § 37-5-5; and

WHEREAS, it is in the interest of all parties that the mutually agreed upon

conditions pursuant to which the Rhode Island Board of Education and the State of Rhode Island transfers the Real Property to WPS be set forth.

AGREEMENT

NOW, THEREFORE, it is agreed that:

1. Obligations of the Rhode Island Board of Education
 - a. On or before August 15, 2016, the Rhode Island Board of Education shall grant without recourse to WPS the sum of THREE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,100,000) to be used exclusively by WPS for capital projects identified by WPS in its sole discretion at the Real Property or the appurtenances thereto, including, [but not limited to,] any areas of the Real Property dedicated to activities related to the CTC (the Capital Projects”).
 - b. On August 15, 2016, the Rhode Island Board of Education and the State of Rhode Island shall convey good and marketable title by Bargain Sale Deed to the Real Property to the City of Warwick.
 - c. Assuming conveyance as contemplated hereby, the Rhode Island Board of Education shall have no liability or other lawful responsibility for any and all conditions arising on or from the Real Property after August 15, 2016, except for any liabilities arising from conditions of the Real Property prior to such time.
 - d. For so long as WPS operates a career and technical center, the Rhode Island Department of Education warrants that it will allocate to WPS funding through the Carl. D. Perkins Vocational and Education Act of 1998 or similar federal program funding in accordance with the prescribed allocation formula and programmatic requirements set forth in the federal regulations.
2. Obligation of WPS.
 - a. WPS covenants that the Capital Projects will be competitively bid in the manner required by the State Purchasing Act, R.I. Gen. Laws §§ 37-2-1, et. Seq, unless services are performed by Warwick Public Schools’ Employees. WPS further covenants that it’s bidding specifications for the Capital Project shall require contractors to include the Board of Education and the State of Rhode Island as insured parties in any and all insurance required from the contractor by WPS. WPS, the Board of Education, and the State of Rhode Island, through the Department of Administration, will confer and agree upon the insurances to be

procured to protect the parties from liability resulting from construction work performed as part of any Capital Project or Projects. The parties shall also confer and agree on any additional insurance that may be necessary and proper to protect the interests of the parties.

- b. WPS covenants that it will take such steps as are reasonably necessary to accommodate any request by the Rhode Island Board of Education to audit the Capital Projects. WPS will also take any and all steps necessary to obtain any required approvals from the City of Warwick to accept transfer of the Real Property in advance of the transfer.
 - c. On August 15, 2016, WPS and the City of Warwick shall accept title to the Real Property, provided that the Rhode Island Board of Education shall retain tort liability for any and all property conditions arising on the Real Property until the time WPS and/or the City of Warwick accepts ownership of the property.
 - d. WPS will continue to operate a career and technical center for so long as future state education aid, School Committee funding, and City of Warwick funding is sufficient for such continuation. In no case will operation of a career and technical center cease before June 30, 2017 at which time a successor School Committee shall exercise authority over educational policy in Warwick.
 - e. Any Capital Project or Projects undertaken at the Real Property shall be conducted in conformance with the RIDE 1.0 School Construction Regulations. In addition, the renovation work shall undergo review by the Rhode Island State Building Commissioner's Office and the State Fire Marshall's Office.
3. Nothing herein shall be deemed to obligate WPS to use all or any specific part of the Real Property as a career and technical center, and nothing herein shall preclude WPS from using all or any specific part of the Real Property for other educational purposes, provided in either case, WPS operates a career and technical center.
4. Remedies.
 - a. In the event that the Rhode Island Board of Education fails to substantially perform the obligations set forth in Section 1 of this Agreement, this Agreement shall be terminated and shall be of no further force and effect. Moreover, RIDE waives any and all claims, whether at law or in equity, to recover any funds expended or committed to Capital Projects regardless of

termination of this Agreement. In the event of termination of this Agreement hereunder, title to the Real Property shall revert to the Board of Education to be held by the Board on behalf of the State of Rhode Island. WPS shall cooperate in any such conveyance.

- b. In the event that WPS fails to substantially perform the obligations set forth in Section 2 of this Agreement, this Agreement shall be terminated and shall be of no further force and effect and WPS waives any and all claims, whether at law or in equity, to recover any WPS general funds expended or committed to Capital Projects prior to such termination. In the event of termination of this Agreement hereunder, title to the Real Property shall revert to the Board of Education to be held by the Board on the behalf of the State of Rhode Island. WPS and RIDE shall cooperate in this conveyance. Notwithstanding anything to the contrary, WPS will not be liable for repayment of the \$3,100,000 referred to in Paragraph 1a of this Agreement so long as WPS has used the funds for capital projects identified by WPS in its sole discretion at the Real Property or the appurtenances thereto and is in compliance with paragraph 2d of this Agreement.
- c. In the event of any dispute over the interpretation, construction or application of this Agreement, the parties agree that such matters shall be subject to proceedings before a court of competent jurisdiction within the State of Rhode Island.

5. Complete Agreement.

This Agreement represents the complete agreement of the parties and supersedes all prior agreements and communications. This Agreement may not be modified except by a writing signed by both parties.

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FOR THE STATE OF RHODE ISLAND and the Rhode Island Board of Education

Deborah A. Gist
Commissioner of Elementary and Secondary Education, at the direction of the
Board of Education and as the executive Agent of the Board

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this ____ day of ____, before me personally appeared Deborah
A. Gist, to me known and known by me to be the Commissioner of Elementary
and Secondary Education and the Executive Agent of the Rhode Island Board of
Education who executed the foregoing instrument as the Executive Agent of the
Rhode Island Board of Education and she acknowledged said instrument by her so
executed to be her free act and deed in her said capacity and the free act and deed
of the Rhode Island Board of Education.

Notary Public
My Commission expires: _____

Steven T. Hartford, Director
Department of Administration

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this ____ day of ____, before me personally appeared Steven
Hartford, to me known and known by me to be the Director of the Department of
Administration who executed the foregoing instrument and he acknowledged said
instrument by him so executed to be his free act and deed in his said capacity and
the free act and deed of the Rhode Island Department of Administration.

Notary Public
My Commission expires: _____

Ronald Renaud
Chair, State Properties Committee

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this ____ day of ____, before me personally appeared Ronald Renaud, to me known and known by me to be the Chair of the State Properties Committee who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island State Properties Committee.

Notary Public
My Commission expires: _____

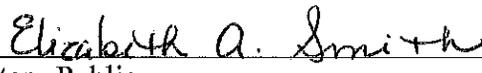
~~FOR THE CITY OF WARWICK~~



Scott Avedisian
Mayor

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 1 day of Dec, before me personally appeared Scott Avedisian, to me known and known by me to be the Mayor of the City of Warwick who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the City of Warwick.



Notary Public
My Commission expires: 10/2017

FOR THE WARWICK PUBLIC SCHOOLS


Richard D'Agostino, Ed.D.
Superintendent, Warwick Public Schools

~~PROVIDENCE COUNTY~~
STATE OF RHODE ISLAND

In ^{Kent}~~Providence~~ on this ^{Warwick}~~15th~~ day of ^{December, 2014}~~November, 2014~~, before me personally appeared Richard D'Agostino, to me known and known by me to be the Superintendent of Warwick Public Schools who executed the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of Warwick Public Schools.


Notary Public
My Commission expires: 9/2/2018