Ken Wagner, Ph.D.
Commissioner

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

Enclosure 7a
April 26, 2016

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TO: Members of the Council on Elementary and Secondary Education

FROM: Ken Wagner, Ph.D., Commissioner

SUBJECT: ***Approval of Transfer Agreement: Woonsocket 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, the transfer from State to local ownership of the only remaining State-owned and locally-operated Career and Technical Center is ready for formal approval. Funding for the continued renovation of these facilities would thereafter be provided by both local resources and the school housing aid program. This process was recently completed and approved with Cranston, East Providence, Newport, and Warwick.

The attached Property Transfer Agreement has been in negotiation with the City of Woonsocket and the Woonsocket Public Schools since 2013. The agreement grants to the City of Woonsocket the sum of three million one hundred thousand dollars ($3,150,000) for capital projects at the Woonsocket Career and Technical Center.

RECOMMENDATION: THAT, the Council on Elementary and Secondary Education approves the Property Transfer Agreement for the Woonsocket 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.

The Board of Regents does not discriminate on the basis of age, sex, sexual orientation, gender identity/expression, race, color, religion, national origin, or disability.

AGREEMENT CONCERNING THE TRANSFER OF OWNERSHIP OF THE WOONSOCKET AREA CAREER AND TECHNICAL CENTER

This Agreement is made and entered into this ___ day of_____2016, by and between the City of Woonsocket (the "City") and the Woonsocket School Committee (the "WSC") and the State of Rhode Island and Providence Plantations, by and through the Rhode Island Council on Elementary and Secondary Education (the "Council"), the Rhode Island Department of Elementary and Secondary Education ("RIDE") and the Rhode Island Department of Administration (collectively, the "State"), altogether the Parties (the "Parties");

RECITALS

WHEREAS, pursuant to a quitclaim deed dated September 29, 1972 (a copy of which is attached as Appendix A), the City conveyed a parcel of land and the improvements thereon at 400 Alysworth Avenue in the City to the State to use for vocational purposes, (the "Real Property");

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

WHEREAS, based on policy direction from the Governor and the Rhode Island General Assembly, the State has undertaken the gradual transfer of all career and technical schools from the State to local ownership;

WHEREAS, the Real Property is in need of capital repairs and the Governor's FY 2016 Capital Budget has included appropriations for those capital repairs, to be distributed as follows:

FY2016

Within 30 days of execution of Agreement	$1,200,000

FY2017

August 15, 2016	$1,950,000

WHEREAS, WSC operates the Woonsocket Area Career and Technical Center ("CTC") on the Real Property, though title to the Real Property is held by the Council (in trust for the State of Rhode Island);

WHEREAS, the State wishes to convey the Real Property to the City and wishes WSC to continue operating a career and technical center on the Real Property or at some other suitable location or locations;

WHEREAS, the State Properties Committee must approve the transfer of real property from the State to the City pursuant to R.I. Gen. Laws § 37-7-5; and

WHEREAS, it is in the interest of all Parties that the mutually agreed upon conditions pursuant to which the State transfers the Real Property to the City be set forth;

NOW, THEREFORE, it is agreed that:

1. Obligations of the State.

   a. On or before August 15, 2016, the State shall grant to WSC the sum of THREE MILLION ONE HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS ($3,150,000) to be used exclusively by WSC for capital projects which projects the WSC in its sole discretion may identify and implement at the Real Property, including without limitation any areas of the Real Property dedicated to activities related to the CTC (the "Capital Projects").

   b. On August 15, 2016, the State shall convey all its right, title and interest in and to the Real Property to the City by a bargain and sale deed and the City shall forthwith record the deed, along with a copy of this Agreement, in the land evidence records of the City.

   c. Assuming conveyance as contemplated hereby, after August 15, 2016 the State shall have no liability or other lawful responsibility for any and all conditions arising from the Real Property, except as provided under Sections 2(b) and 2(c) of this Agreement.

   d. For so long as WSC operates a career and technical center, the State warrants that it will allocate to WSC 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. Obligations of WSC, the City and the Council.

   a. WSC and the City covenant 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.* WSC and the City further covenant that bidding specifications for the Capital Projects shall require contractors to include the State as an insured party in any and all insurance required from the contractor. The City, the WSC, the Council, 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 the Capital Projects. The Parties shall also confer and agree upon any additional insurance coverage that may be necessary and proper to protect their interests.

b. On August 15, 2016, the City shall accept title to the Real Property and shall record the deed and a copy of this Agreement in the land evidence records of the City contingent upon the State providing the funding of $3,150,000.00, as promised under the terms and conditions of this Agreement, provided that the Council shall retain tort liability for conditions arising from the Real Property until the time the City accepts ownership of the Real Property but not for conditions arising from the Real Property attributable to the acts or omissions of the City and/or WSC. Upon the transfer of ownership from the State to the City, the WSC is eligible to apply for School Housing Aid or School Building Authority Capital Funding. The school housing aid share ratio may be increased by four percent (4%) for the renovation and/or repair of the career and technical center, subject to R.I. Gen. Laws § 16-7-40.

c. Except as set forth in Section 2(b) above, and to the extent of its negligence and subject to any limitation in law, the City and the WSC, jointly and severally, hereby agree and covenant to defend, indemnify and hold forever harmless the State, the Council, the Council Commissioner, RIDE, and their respective departments, agencies, agents, officers and employees, from and against all claims, causes of action, suits, losses, damages, liability and expenses, including without limitation damage to property, personal injuries, bodily injuries or death, and further including without limitation the costs of suits and reasonable attorney's fees, to the extent that they arise out of or are in any way related to the activities and operations in, upon, under and over the Capital Projects and/or the Real Property and/or for conditions arising from the Real Property and/or the City's or the WSC's failure to perform any or all of the covenants of this Agreement required of the City and/or the WSC to be performed hereunder and/or Section 1(c) of this Agreement and/or the City or the WSC's failure to comply with any applicable federal, state, municipal law and/or regulation.. The City and the WSC hereby waive any right to recovery or offset against the State of the cost or payment of any such claims, causes of action, suits, losses, damages, liabilities, and expenses, including the costs of suits and attorney's fees. The City and the WSC shall give the State prompt and timely notice of any claim made or suit instituted against either the City, the WSC, or both entities, which in any way could result in indemnification hereunder. To the extent of its negligence and subject to any limitation in law, the Council shall indemnify and hold the City and WSC harmless for tort liability for conditions arising from the Real Property as defined in Section 2(b), until the time the City accepts ownership of the Real Property, provided, however, that such injury and/or damages have occurred or claim has arisen prior to transfer of title and notice of such claim has been provided in writing to the Council. To the extent that the City and/or WSC carry commercial general liability insurance for the Real Property, the State

shall be named as an additional insured.

d. WSC and the City covenant that they will accommodate any request by the Council to audit the Capital Projects.

e. WSC shall continue to operate a career and technical center for so long as future federal funding, state education aid and local funding is sufficient for such continued operation. In no case shall the 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 Woonsocket. Notwithstanding the foregoing provision, the WSC shall at all times provide Woonsocket students with the level of access to RIDE-approved career preparation programs that is required under state law and regulations.

f. Nothing herein shall be deemed to obligate the WSC to use all or any part of the Real Property as a career and technical center, and nothing herein shall preclude the WSC from using all or any part of the Real Property for other educational purposes, provided that in both cases, the WSC operates a career and technical center.

3. Remedies.

a. In the event that the State 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. In the event of termination of this Agreement hereunder, title to the Real Property shall revert to the Council to be held by the Council on behalf of the State of Rhode Island. The City and WSC shall cooperate in any such conveyance.

b. In the event that the City and/or the WSC fail 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. Notwithstanding anything to the contrary, WSC will not be liable for repayment of the $3,150,000 referred to in Section 1(a) of this Agreement so long as WSC has used the funds for Capital Projects identified by WSC in its sole discretion at the Real Property and is in compliance with Section 2(e) of this Agreement. In the event the City fails to accept title as provided in Section 2(b) of this Agreement, the City and WSC agree that the State will be irreparably harmed, that it has no adequate remedy at law, and that injunctive relief compelling the City to perform will be necessary. The City and WSC waive any and all claims, whether at law or in equity, to recover any City or WSC general funds expended or committed to Capital Projects prior to any termination.

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.

d. Any terms of this Agreement which by their nature should survive the termination or expiration of this Agreement shall survive.

4 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 all Parties.

5. Effective Date.

This Agreement shall take effect upon approval by the State Properties Committee.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

Rhode Island Council on Elementary and Secondary Education

By: _____

Ken Wagner

Its: Commissioner of Elementary and Secondary Education, at the direction of the Council on Elementary and Secondary Education and as the Executive Agent of the Council.

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this _____ day of _____, before me personally appeared ___to me known and known by me to be the Commissioner of Elementary and Secondary Education and the Executive Agent of the Rhode Island Council on Elementary and Secondary Education who executed the foregoing instrument as the Executive Agent of the Rhode Island Council on Elementary and Secondary Education and he acknowledged said instrument by his so executed to be his free act and deed in his said capacity and the free act and deed of the Rhode Island Council on Elementary and Secondary Education.

_____
Notary Public
My Commission expires: _____

For the Department of Administration:

By: _____

Michael DiBiase

Its: Director
Department of Administration

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this _____ day of _____, before me personally appeared _____ to me known and known by me to be the Director of the Department of Administration who executed the foregoing instrument as the 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:_____

For the City of Woonsocket:

By: Lisa Baldelli-Hunt
Lisa Baldelli-Hunt

Its: Mayor

STATE OF RHODE ISLAND COUNTY
OF PROVIDENCE

In Providence on this 4th day of April, 2016, before me personally appeared Lisa Baldelli-Hunt, to me known and known by me to be the Mayor of the City of Woonsocket who executed the foregoing instrument 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 City of Woonsocket.

Kimberly A. Blais
Notary Public
My Commission expires: 09/12/2018

For the Woonsocket School Committee

By: Soren D. Seale
Soren Seale

Its: Chairperson
Woonsocket School Committee

PROVIDENCE COUNTY STATE OF
RHODE ISLAND

In Providence on this 31st day of March 2016 before me personally appeared Soren Seale, to me known and known by me to be the Chairperson of the Woonsocket School Committee who executed the foregoing instrument and he acknowledged said instrument by his so executed to be his free act and deed in his said capacity and the free act and deed of the Woonsocket School Committee.

Kimberly A. Blais
Notary Public
My Commission expires: 09/12/2018

STATE PROPERTIES COMMITTEE

APPROVED this _____ day of _____, 2016 by the State Properties Committee.

APPROVED AS TO SUBSTANCE:

By: _____
Mark Dingley
Its: Chair

APPROVED AS TO SUBSTANCE AND FORM:

By: _____
Richard Woolley, Esq.,
Its: Assistant Attorney General

APPROVED AS TO SUBSTANCE:

By: _____
Marco Schiappa
Its: Designee of the Director,
Department of Administration

APPROVED AS TO SUBSTANCE:

By: _____
Robert Brunelle
Its: Public Member

APPROVED AS TO SUBSTANCE:

By: _____
Its: Public Member