

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 142

Approved March 28, 2013

RESOLVED, That His Honor, the Mayor, is hereby authorized to execute a lease for the parcel of real property, with all improvements thereon, located at 22 Rye Street (Assessor's Plat 108, Lot 161) in the City of Providence to Multi-Service Center, LLC. for a period of three years with two additional one year options and with other such terms and conditions as may be imposed by the Committee on City Property, the City Council, His Honor the Mayor, and the City Solicitor.

IN CITY COUNCIL

MAR 21 2013

READ AND PASSED

W. S. Kim
PRES.
A. M. Stebbins
CLERK

I HEREBY APPROVE.

Angel Taveras
Mayor
Date: 3/22/13

LEASE

This Lease is entered into by and between the CITY OF PROVIDENCE (hereinafter the "City" or "Lessor") and MULTI-SERVICE CENTER FOR ALL, INC., a Rhode Island non-profit corporation (hereinafter the "Lessee" or "MCA"), on this ___ day of March, 2013.

It is mutually agreed by and between the parties as follows:

1. Property: The Lessor hereby leases to the Lessee the land and buildings commonly known as 22 Rye Street, consisting of one building totaling approximately 15,000 square feet of improvements on approximately .46 acres of land (hereinafter the "Property").
2. Rent: The Lessee will pay to the Lessor the annual rent of One Dollar (\$1.00) on or before the first day of each lease year of the Term.
3. Permitted Use: The Lessee will use the Property primarily for educational purposes and uses incidental thereto, unless use for another purpose is consented to in writing by the Lessor. The Lessee will observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations (the "Property Requirements") of federal, state, and city governments, and all other governmental authorities affecting the Property or the Lessee's use thereof, provided, however, that the Lessee shall be entitled to a reasonable amount of time to bring the Property into compliance with existing Property Requirements.
4. Condition of the Property, Repairs, Maintenance and Utilities.
 - (i) Except as otherwise set forth herein, the Lessee agrees to keep the Property in substantially the same condition existing as of the commencement of the Term, reasonable wear and use and casualty excepted.
 - (ii) The Lessee shall pay for and perform exterior grounds maintenance on the Property during the Term to keep the sidewalks, curbs, drives, and grounds in good order and

repair, in clean and orderly condition, and safe for those attending the community center, free of dirt, rubbish, snow, ice, and unlawful obstructions; such exterior grounds maintenance shall include, but not be limited to, recycling and waste removal, grass mowing, snow removal, snow plowing, and sanding/salting.

(iii) The Lessee shall be responsible for custodial services required to maintain the interior of the Building during the Term.

(iv) The Lessee shall pay all charges for utilities in connection with the use and occupancy of the Property, including, without limitation, water, gas, sewer and electricity.

(v) The Lessee shall be responsible for all support contracts, including custodial, custodial supplies, repairs, maintenance, fire alarm and sprinkler quarterly contracts.

5. Alterations and Improvements:

(i) The Lessee shall have no right to make non-structural alterations, additions and improvements to the Property unless approved by the Director of Public Property.

(ii) The Lessee shall have no right to make structural alterations, additions and improvements unless approved by the Director of Public Property.

6. Insurance:

(a) The Lessee will obtain and pay for commercial general public liability insurance insuring the Lessee against loss from and liability for damages on account of loss or injuries suffered by any person within or upon the property, the coverage and protection of such insurance to be not less than the following: on account of an event resulting in injuries to one person, including death, Five Hundred Thousand Dollars (\$500,000), subject to the same limit for each person; on account of any one event resulting in injuries to more than one person, including death, One Million Dollars (\$1,000,000); and on account of an accident resulting in

damage to property, One Hundred Thousand Dollars (\$100,000). The Lessee shall include the Lessor as an additional insured on such general commercial public liability insurance.

(b) The Lessee will obtain and pay for property and casualty insurance on the Property, in an amount equal to full replacement cost thereof with an agreed amount endorsement, such insurance to afford protection against fire and other perils customarily covered by a so-called special form "all risk" policy. The Lessee shall include as the Lessor as loss payee on such property and casualty insurance.

(c) Any insurance policy required pursuant to this Lease shall not be canceled without at least thirty (30) days prior written notice to each insured named therein. On or before the commencement of the Term and thereafter prior to the expiration date of each expiring policy, certificates of such policies by such insurers shall be delivered by the Lessee to the Lessor.

7. Assignments and Subleases: The Lessee will not assign or encumber its interest in this Lease or in the Property or sublease all or any part of the Property, or permit any other person, firm, or corporation to occupy or use all or any part of the Property.

8. Lessee Default: The Lessee will be in default under this Lease upon the occurrence of any of the following events or conditions:

(i) The Lessee's failure to pay rent or make other payments at the time and the manner provided for herein, such failure having continued for a period of thirty (30) days after written notice thereof to the Lessee by the Lessor.

(ii) The Lessee's failure to perform or fulfill any other term, condition or agreement contained or referred to herein, such failure having continued for a period of thirty (30) days after notice thereof to the Lessee by the Lessor, provided that if the default is of such a

nature that it cannot be cured within said thirty (30) day period, Lessee shall have such additional time as is needed to cure provided it uses its due diligence to do so.

Upon the occurrence of an event of default under this Section, the Lessor may, at its option, terminate this lease by written notice to Lessee and expel the Lessee and those claiming under the Lessee, without being guilty of any manner of trespass.

9. Lessor Default: The Lessor will be in default under this Lease upon the Lessor's failure to perform or fulfill any term, condition or agreement contained or referred to herein, such failure having continued for a period of thirty (30) days after notice thereof to the Lessor by the Lessee. Upon the occurrence of an event of default under this Section, the Lessee may, at its option, in addition to its remedies at law, terminate this lease by written notice to the Lessor, and thereafter the Lessee shall have no further obligations to the Lessor hereunder.

10. Term and Termination: The Initial Term of this Lease shall be for three years period, which period shall begin on the date that the Property is delivered to the Lessee (the "Initial Term"). The Lessee shall have the option to extend the Initial Term of this Lease for two (2) successive extension periods of one (1) year each (each extension, an "Extension Term"), subject to the same terms and conditions as set forth herein. The Initial Term or an Extension Term, as applicable, shall be automatically extended unless the Lessee notifies the Lessor in writing on or before April 1 that precedes the expiration of the Initial Term or the applicable Extension Term of its intention not to extend the Initial Term or Extension Term, as applicable. Notwithstanding the foregoing, the Lessee shall be entitled to terminate this Lease upon providing the Lessor with notice of its intention to terminate this Lease at least one (1) year in advance of the proposed termination date. The Lessor shall have the right to terminate this lease upon ninety (90) days' notice of the City requires the property for a valid City purpose.

11. Indemnification: The Lessee does hereby agree to indemnify and hold the Lessor harmless from and against any cost and expense of any litigation and from and against any and all actions, causes of action, claims, demands, damages, and/or judgments (a "Claim") that may be brought successfully against the Lessor as a result of the Lessor entering into this Lease, unless such Claim arises from or results from the fault, misconduct or negligence of the Lessor or its agents, servants or employees. The Lessor shall give the Lessee prompt notice in writing of any action or proceeding relating thereto. The Lessee shall have the option to defend against any such Claim with counsel of its choice and the Lessor agrees to cooperate reasonably in any such defense. As long as the defense is being handled by the Lessee, the Lessor shall not settle any such claim, action, or proceeding without the prior written consent of the Lessee. In the event the Lessee shall elect not to defend any such claim, action, or proceeding, the Lessee shall indemnify the Lessor as herein provided.

12. Notices: No notice, approval, consent, or other communication permitted or required under this Lease will be effective unless sent post pre-paid, by United States registered or certified mail, return receipt requested, to the other party at the following addresses: if to the City: Director of Public Property, City Hall, 25 Dorrance Street, Providence, RI 02903, with a copy to the City Solicitor, Law Department, 444 Westminster Street, Suite 200, Providence, RI 02903; if to the Lessee: Rev. Israel Mercedes, Executive Director, Multi-Service Center for All, Inc., P.O. Box 9391, Providence, RI 02940.

13. Signage: Consistent with the City's Zoning Ordinance, the Lessee shall be allowed to erect signage on the Property, including on the building face, designating the building as "Multi-Service Center for All, Inc.," "MCA," or a similar designation. Existing signage may be removed by the Lessee and delivered to the Director of Public Property.

14. Eminent Domain:

(a) If the entire Property shall be taken for public purposes, then this Lease shall terminate as of the date the Lessee shall be required by law to vacate the Premises or earlier upon the Lessee's election by giving at least thirty (30) days prior written notice to the Lessor.

(b) If such portion of the Property or access thereto shall be taken so as to render the Property, after repair and restoration, unsuitable for the continuance of the Lessee's business in substantially the same manner as was being conducted immediately prior to such taking, the Lessee shall have the right to terminate this Lease by giving at least thirty (30) days prior written notice to the Lessor.

15. Covenant of Quiet Enjoyment: The Lessor covenants that upon the Lessee's paying the rent herein reserved and performing and observing all the other covenants to be performed and observed on the part of Lessee, Lessee may use and occupy the Property throughout the Term.

16. Estoppel Certificate: The Lessor and the Lessee agree, at any time, and from time to time, upon not less than 30 days' prior written notice from the other party, to execute, acknowledge and deliver to the requesting party, and to any mortgagee or holder of indebtedness secured by any mortgage or trust deed upon the leasehold estate, or any other specific third party which the requesting party may designate a statement in writing addressed to the requesting party and other party designated by the requesting party certifying all of the following: this Lease is in full force and effect without any amendments or modifications (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the actual commencement and expiration dates of this Lease, stating the dates to which rent and other charges, if any, have been paid and stating whether or not to the knowledge of

such party there exists any default by either party in the performance of any covenant, agreement, term, provision or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge and the claims or offsets, if any, claimed by the certifying party; it being intended that any such statement delivered pursuant hereto may be relied upon by the party to whom it is certified.

17. Amendments, Waivers, Consents, etc.: No assent, express or implied, by one party to any breach of any covenant or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of or failure by one party to insist on the other's prompt performance or observance of any such covenant or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same, or any other covenant or condition, and, except as provided herein, any party may assert its rights and remedies hereunder without any prior or additional notice to the other that it proposes to do so. Wherever any consent or approval is required from any party to this Lease it shall not be unreasonably withheld or delayed.

18. Cumulative Rights: Any and all rights and remedies which either party may have hereunder shall be cumulative and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

19. Entire Agreement: This instrument contains the entire and exclusive agreement between the parties and supersedes and terminates all prior or contemporaneous arrangements, understandings and agreements, whether oral or written. This Lease may not be amended or modified, except by a writing executed by the Lessor and the Lessee.

20. Governing Law and Severability: This Lease shall be governed by and interpreted in accordance with the laws of the State of Rhode Island. In the event any provision

of this Lease shall be determined to be invalid or unenforceable under applicable law such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Lease shall be construed as if such provision had never been made part hereof.

IN WITNESS THEREOF, the Lessor and the Lessee have executed this Lease on the ____ day of _____, 20__.

City of Providence,

By: Angel Taveras, Mayor

Multi-Service Center for All, Inc.

By: Israel Mercedes, Executive Director

Approved as to form and correctness:

Jeffrey M. Padwa, City Solicitor