

RESOLUTION OF THE CITY COUNCIL

No. 554

Approved September 9, 1977

RECORDED
SEP 11 1977

RESOLVED, That His Honor the Mayor is authorized to execute a Lease Agreement with the Project HEAD START of 100 North Main Street, Providence, for the rental of the former Almy Street Elementary School Building, Providence, for use as administrative offices, on a year to year rental basis for the sum of One Dollar (\$1.00) per annum; said Project HEAD START to assume all renovations and the maintaining of the said Building.

IN CITY COUNCIL
SEP 11 1977
READ AND PASSED

Robert J. Dutton
PRES.
Rose M. Mendonca
CLERK

APPROVED
Vincent A. Cianci
SEP 9 1977

**THE COMMITTEE ON
CITY PROPERTY**

Approves Passage of
The Within Resolution

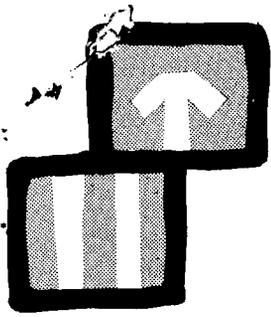
Urmant Cooper

August 29, 1977 Clerk

SEP 1 1977

RECEIVED

CLERK



Project HEAD START

100 NORTH MAIN STREET • PROVIDENCE, RHODE ISLAND 02903

(401) 272-1760

August 29, 1977

Dear Sirs:

For the past year the Head Start Administrative offices have been located in the Willow Street School. We have been asked to move out in order that the rooms may be used for classrooms by the school department.

We have done all that we can to find office space. There have been several meetings with Dr. Jerome Jones. In a written letter we were offered the basement at Veazie Street School, or the relocatables at Mary Fogarty School. After checking both possibilities, we found that the School Department, several years ago, had decided to tear down the relocatables and as a result all the heating coils and electrical wiring had been ripped out and the School Department can no longer locate them. The cost to repair this building would be exhorbitant.

We had our moving date set for Friday, August 26th to move to the basement of Veazie Street School. Two days before this we found the basement was flooded. The flooding had been going on for the past five years.

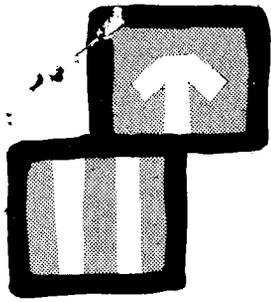
We had to move the office furniture back to the old Temple Street School. There is no boiler or running water in this building. The office staff at present is literally working in the streets.

We are asking the Properties Committee to consider renting the now vacated Almy Street School to Providence Head Start for Administrative Offices for the sum of \$1.00 per year. We will assume the complete responsibility of maintaining the building.

Thank you for your consideration in this matter and we look forward to your response.

Sincerely
Mary Dean
Mary Dean
Assistant Director

*Smith
p. C. Michael
20271.01
CH*



Project HEAD START

100 NORTH MAIN STREET • PROVIDENCE, RHODE ISLAND 02903

(401) 272-1760

The following is the staff that will be occupying Almy Street School:

Business office	4
Social Services	12
Education Staff	3
Health Staff	3
Supervisor and nursing students	13

September 20, 1977

Mary Dean, Assistant Director
Project Head Start
100 North Main Street
Providence, Rhode Island 02903

Dear Ms. Dean;

Accompanying is duly certified copy of Resolution of the City Council No. 554, approved September 9, 1977 authorizing a lease with former Almy Street Elementary School.

Acting City Solicitor Ronald H. Glantz has been furnished with a copy of the said resolution. Accordingly, I suggest you communicate with him concerning the subject matter.

Sincerely,

Rose M. Mendonca,
City Clerk of Providence

RMM/jma

LE A S E

THIS INDENTURE made and entered into this 21 day of December A.D. 1978, by and between the CITY OF PROVIDENCE, a municipal corporation created by the General Assembly of the State of Rhode Island, hereinafter referred to as the "LESSOR", and the HEAD START BOARD OF DIRECTORS, INC., a Rhode Island corporation with its principal place of business located in the City of Providence, State of Rhode Island, hereinafter referred to as the "LESSEE":

W I T N E S S E T H :

THAT the said LESSEE in consideration of the covenants and agreements herein contained, does for itself, its successors and assigns, promises and agrees with LESSOR as follows:

THAT the said LESSOR does hereby demise lease unto said LESSEE, that certain premises located at 20 Almy Street, the so-called former Almy Street Elementary School Building in the City of Providence, Rhode Island for a period of one (1) year. The LESSEE will have the privilege of occupying the entire building for use as administrative offices.

IN CONSIDERATION of the covenants and agreements herein set forth the LESSEE agrees to pay for the exclusive privilege of occupying and possessing said premises, to the LESSOR, the nominal sum of ONE (\$1.00) DOLLAR per annum for the term of this grant, payable at the execution of said indenture of lease.

THIS LEASE IS UPON THE FOLLOWING COVENANTS, TERMS, AND CONDITIONS:

1. That the LESSEE will assume and be obligated to assume all expenses for renovating, maintaining and operating said demised premises.

2. The LESSEE agrees to indemnify, protect and save harmless the LESSOR FROM AND AGAINST ALL DEMANDS, CLAIMS, ACTIONS, COSTS, EXPENSES OR LOSSES resulting from any and all personal injuries or property damage sustained by any person or persons on or about the premises, and for that purpose the LESSEE agrees to cause to be issued an insurance policy by any public liability insurance company licensed to do business in the State of Rhode Island, and shall be in the sum of not less than THREE HUNDRED THOUSAND (\$300,000.) DOLLARS. The cost of the premium of said insurance shall be borne by the LESSEE and said policy or a certificate of issuance shall be delivered to the LESSOR within two (2) weeks after the execution of this agreement.

3. The LESSEE shall hire its own custodian to clean the demised premises.

4. The LESSEE shall indemnify and hold harmless the LESSOR by reason of any loss of damage to the demised premises resulting from the actions or negligence of the LESSEE, its employees or agents or persons, corporations or other entities acting for or in behalf or through authorization of LESSEE.

5. The LESSEE shall not mutilate, damage, misuse, or suffer waste in the premises, but shall keep the same and, upon termination hereof, deliver them up in as good condition as they are now in or may be put in by the LESSOR or LESSEE, ordinary wear and tear excepted.

6. The LESSEE accepts said premises in their present condition, and it is further understood and agreed that it shall be the sole duty of the LESSEE at the LESSEE'S own cost and expense for any and all repairs, alterations or improvements made on the premises unless otherwise expressly agreed, and with the consent of the LESSOR.

7. The LESSEE shall not assign this lease or underlet or sublet the whole or any part of the premises without the written approval of the LESSOR.

8. The premises shall be open at all reasonable times for the inspection by the LESSOR, its agents or servants.

9. In case the LESSEE shall fail to perform any stipulation or condition herein, or shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors, then and in either of said cases, this lease shall at the option of the LESSOR terminate.

10. On the termination of this lease for any cause, the LESSOR may re-enter and take possession of the whole or any part of the premises and expel all persons therefrom and (forcibly if necessary) remove their effects without being taken or deemed guilty of any manner of trespass, without prejudice to its other rights or remedies against the LESSEE, and demand for rent and notice to quit or intention to re-enter is hereby expressly waived on the part of the LESSEE.

11. Any holding over of the premises by the LESSEE beyond the termination of this lease shall be on the same terms and conditions as herein expressed, except that the LESSEE shall be a tenant on a month-to-month basis.

12. The LESSEE shall keep the leased premises in a neat and orderly condition at all times and no refuse or discarded material shall be allowed to accumulate thereon.

13. In the event the leased premises or any portion thereof is required or desired for use in connection with any Federal, State or City authority or any subdivision thereof, this lease may be terminated by the LESSOR by a written notice to be given to the LESSEE as hereinbefore stated, at least thirty (30) days prior to the date of termination, and the LESSEE shall have no claim against the LESSOR for any damages incurred thereby.

14. If after sixty (60) days from the termination of lease, said LESSEE has not removed its personal property from premises, said LESSOR may at its option cause to be removed property from within the leased premises by the LESSEE, shall the costs thereof to the LESSEE; or the LESSOR may at its option cause the property to remain on said premises, and said property shall thenceforth become the sole property of the LESSOR.

15. The LESSEE shall have an option to renew this lease for a period of one (1) year, commencing on the date of termination of this lease; provided, however, that the LESSEE shall give written notice to the LESSOR of its intention to renew this lease; said notice to be given at least three (3) months prior to termination of this lease. The renewal of this lease shall be on the same terms and conditions herein contained.

16. The LESSEE agrees that it will not discriminate against any person or persons using or desiring to use said premises because of race, creed, color or national origin.

IN WITNESS WHEREOF, this document has been executed and attested, the CITY OF PROVIDENCE, acting by and through VINCENT J. CIANCI, JR., Mayor; and the HEAD START BOARD OF DIRECTORS, acting by SISTER BARBARA McMICHAEL, hereunto duly authorized the year first-above written.

Signed, sealed and delivered
in the presence of:

CITY OF PROVIDENCE

By: Vincent A. Cianci
MAYOR

Mary T. Dean

HEAD START BOARD OF DIRECTORS

Mary T. Dean

By: Sister Barbara McMichael

COMPLETE IN FORM AND SATISFACTORY TO ME.

Ronald J. Gant
CITY SOLICITOR

LE A S E

THIS INDENTURE made and entered into this 13th day of October A.D. 1977, by and between the CITY OF PROVIDENCE, a municipal corporation created by the General Assembly of the State of Rhode Island, hereinafter referred to as the "LESSOR", and the HEAD START BOARD OF DIRECTORS, INC., a Rhode Island corporation with its principal place of business located in the City of Providence, State of Rhode Island, hereinafter referred to as the "LESSEE":

W I T N E S S E T H :

THAT the said LESSEE in consideration of the covenants and agreements herein contained, does for itself, its successors and assigns, promises and agrees with LESSOR as follows:

THAT the said LESSOR does hereby demise lease unto said LESSEE, that certain premises located at 20 Almy Street, the so-called former Almy Street Elementary School Building in City of Providence, Rhode Island for a period of one (1) year. The LESSEE will have the privilege of occupying the entire building for use as administrative offices.

IN CONSIDERATION of the covenants and agreements herein set forth the LESSEE agrees to pay for the exclusive privilege of occupying and possessing said premises, to the LESSOR, the nominal sum of ONE (\$1.00) DOLLAR per annum for the term of this grant, payable at the execution of said indenture of lease.

THIS LEASE IS UPON THE FOLLOWING COVENANTS, TERMS, AND CONDITIONS:

1. That the LESSEE will assume and be obligated to assume all expenses for renovating, maintaining and operating said demised premises.

2. The LESSEE agrees to indemnify, protect and save harmless the LESSOR FROM AND AGAINST ALL DEMANDS, CLAIMS, ACTIONS, COST EXPENSES OR LOSSES resulting from any and all personal injury or property damage sustained by any person or persons on or about the premises, and for that purpose the LESSEE agrees to cause to be issued by any public liability insurance company an insurance policy shall be issued by any insurance carrier licensed to do business in the State of Rhode Island, and shall be in the amount not less than FIVE HUNDRED THOUSAND (\$500,000.) DOLLARS. The cost of the premium of said insurance shall be borne by the LESSEE. The LESSEE shall deliver to the LESSOR within two (2) weeks after the execution of this agreement a copy of said policy or certificate that the same has been issued and delivered to the LESSOR within two (2) weeks after the execution of this agreement.

3. The LESSEE shall hire its own custodian to clean and maintain the demised premises.

4. The LESSEE shall indemnify and hold harmless the LESSOR by reason of any loss or damage to the demised premises resulting from the actions or negligence of the LESSEE, its employees or persons, corporations or other entities acting for or in behalf of or through authorization of LESSEE.

5. The LESSEE shall not mutilate, damage, misuse or waste in the premises, but shall keep the same and, upon termination hereof, deliver them up in as good condition as they were in or may be put in by the LESSOR or LESSEE, ordinary wear and tear excepted.

6. The LESSEE accepts said premises in their present condition, and it is further understood and agreed that it shall be the sole duty of the LESSEE at the LESSEE'S own cost and expense for any and all repairs, alterations or improvements made to the premises unless otherwise expressly agreed, and with the approval of the LESSOR.

7. The LESSEE shall not assign this lease or underlet or sublet the whole or any part of the premises without the written approval of the LESSOR.

8. The premises shall be open at all reasonable times for the inspection by the LESSOR, its agents or servants..

9. In case the LESSEE shall fail to perform any stipulation or condition herein, or shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors, then and in either of said cases, this lease shall at the option of the LESSOR terminate.

10. On the termination of this lease for any cause, the LESSOR may re-enter and take possession of the whole or any part of the premises and expel all persons therefrom and (forcibly if necessary) remove their effects without being taken or deemed guilty of any manner of trespass, without prejudice to its other rights or remedies against the LESSEE, and demand for rent and notice to quit or intention to re-enter is hereby expressly waived on the part of the LESSEE.

11. Any holding over of the premises by the LESSEE beyond the termination of this lease shall be on the same terms and conditions as herein expressed, except that the LESSEE shall be a tenant on a month-to-month basis.

12. The LESSEE shall keep the leased premises in a neat and orderly condition at all times and no refuse or discarded materials shall be allowed to accumulate thereon.

13. In the event the leased premises or any portion thereof is required or desired for use in connection with any Federal, State or City authority or any subdivision thereof, this lease may be terminated by the LESSOR by a written notice to be given to the LESSEE as hereinbefore stated, at least thirty (30) days prior to the date of termination, and the LESSEE shall have no claim against the LESSOR for any damages incurred thereby.

14. If after sixty (60) days from the termination of this lease, said LESSEE has not removed its personal property from the premises, said LESSOR may at its option cause to be removed said property from within the leased premises by the LESSEE; or the LESSOR may at its option cause the property to remain on said premises, and said property shall thenceforth become the sole property of the LESSOR.

15. The LESSEE agrees that it will not discriminate against any person or persons using or desiring to use said premises because of race, creed, color, or national origin.

IN WITNESS WHEREOF, this document has been executed in duplicate, the CITY OF PROVIDENCE, acting by and through VINCENT A. CIANCI, JR., Mayor; and the HEAD START BOARD OF DIRECTORS, INC., by SISTER BARBARA McMICHAEL, hereunto duly authorized the day and year first-above written.

CITY OF PROVIDENCE

Signed, sealed and delivered
in the presence of:

By: *Vincent A. Cianci, Jr.*

MAYOR

HEAD START BOARD OF DIRECTORS, INC.

By: *Sister Barbara McMichael*

COMPLETE IN FORM AND SATISFACTORY TO ME.

Thomas J. Blount
CITY SOLICITOR

AMENDMENT TO LEASE

An Amendment to that certain Lease executed between parties on October 13, 1977.

Paragraph 2 of said Lease shall be amended and read:

2. The LESSEE agrees to indemnify, protect and save the LESSOR FROM AND AGAINST ALL DEMANDS, CLAIMS, ACTIONS, EXPENSES OR LOSSES resulting from any and all personal injury or property damage sustained by any person or persons on the premises, and for that purpose the LESSEE agrees to cause to be issued an insurance policy by any public liability insurance company licensed to do business in the State of Rhode Island shall be in the sum of not less than THREE HUNDRED THOUSAND (\$300,000.) DOLLARS. The cost of the premium of said insurance shall be borne by the LESSEE and said policy or a certificate of insurance shall be delivered to the LESSOR within two (2) weeks after the execution of this agreement.

IN WITNESS WHEREOF, this document has been executed in two duplicate, the CITY OF PROVIDENCE, acting by and through V. A. CIANCI, JR., MAYOR; and the HEAD START BOARD OF DIRECTORS by SISTER BARBARA McMICHAEL, hereunto duly authorized this day of NOVEMBER 1977.

CITY OF PROVIDENCE

Signed, sealed and delivered in the presence of:

By V. A. Cianci, Jr. MAYOR

Margaret M. McMichael

HEAD START BOARD OF DIRECTORS

Barbara McMichael

By Barbara McMichael

COMPLETE IN FORM AND SATISFACTORY TO ME.

Raymond W. [unclear]
CITY SOLICITOR