

27TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

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DAVID R. MARTIN
Clerk of the Board
ANNIE M. SUMMERVILLE

Majority Leader
JOHN J. BOCCUZZI
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RESOLUTION NO. 3247 APPROVING A SUBLEASE AGREEMENT BY AND BETWEEN YERWOOD CENTER, INC. AND THE CITY OF STAMFORD FOR PREMISES LOCATED AT 90 FAIRFIELD AVENUE, STAMFORD, CONNECTICUT

NOW THEREFORE BE IT RESOLVED BY THE 27TH BOARD OF REPRESENTATIVES THAT:

Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the sublease agreement ("Sublease") between Yerwood Center, Inc. ("Lessor") and the City of Stamford ("Lessee") for a portion of the premises located at 90 Fairfield Avenue, Stamford, CT, for use as an alternative high school in accordance with the terms and conditions set forth in the Sublease, which is incorporated herein by reference, for the period commencing retroactively on August 28, 2008 and terminating on June 30, 2009, is hereby approved; and

The Mayor is hereby authorized to execute such Sublease and to execute any instrument he deems necessary or desirable in connection with the execution of such Sublease.

This Resolution shall be effective as of the date of approval.

Adopted by the 27th Board of Representatives of the City of Stamford on the 4th day of August, 2008.

This resolution was approved by a machine vote of 28-1-0 at the regular monthly meeting of the 27th Board of Representatives held on Monday, August 4, 2008.



David R. Martin, President



Annie M. Summerville, Clerk

cc: Mayor Dannel P. Malloy
Benjamin Barnes, Director of Operations
Thomas M. Cassone, Director of Legal Affairs
Donna Loglisci, Town & City Clerk
William Callion, Director of Public Safety, Health & Welfare
Sandy Dennies, Director of Administration

**SUBLEASE AGREEMENT BY AND BETWEEN
YERWOOD CENTER, INC.
AND
THE CITY OF STAMFORD**

THIS SUBLEASE, made this _____ day of _____, 2008 (the "Lease"), effective on _____, 2008, by and between Yerwood Center, Inc., a Connecticut non-stock corporation, acting herein by Eugene Campbell, its duly-authorized Executive Director (hereinafter referred to as the "Lessor"), and the City of Stamford, a municipal corporation organized and existing under the law of the State of Connecticut, acting herein by Dannel P. Malloy, its duly-authorized Mayor (hereinafter referred to as "Lessee").

WITNESSETH:

1. **Demised Premises.** Lessor hereby leases and demises to Lessee and Lessee hereby hires and takes from Lessor, office space consisting of four (4) classrooms, identified as rooms 102a , 102b, 201a and 201b, one office for a Stamford Board of Education's Program Director, the location of which shall be mutually agreed to by the parties, exclusive use of ½ of the gymnasium and 100% of the gymnasium's stage, non-exclusive ½ use of the gymnasium and non-exclusive use of the computer laboratory, located at 90 Fairfield Avenue, Stamford, Connecticut (hereinafter referred to as the "Demised Premises") upon the terms and conditions and for the uses and purposes hereinafter provided.

2. **Term.** This Lease commences on August 28, 2008 and terminates on June 30, 2009 unless this Lease is sooner terminated as hereinafter provided.

3. **Rent.** The total rent to be paid by the Lessee to Lessor shall be in the amount of Ninety Thousand Dollars and Zero Cents (U.S. \$90,000.00) payable at the rate of Forty Five Thousand and Zero Dollars (U.S. \$45,000.00) with the first installment being due and payable on or before October 30, 2008 and the second payment being due and payable on or before April 30, 2009.

4. **Use.** Lessee may use and occupy the Demised Premises for the Stamford Board of Education's operation of an alternative high school ("School"). The School's administrative offices shall only be operated between the hours of 8:30 am and 2:30 pm, Monday through Friday, and the School's classes shall only be operated during the hours of 8:30 am to 1:30 pm, Monday through Friday, during the term of this Lease. The Lessee shall use reasonable measures, at its sole discretion, to ensure that the School, its administrators, teachers and students shall not have access to or use Lessor's office equipment, office supplies or any areas and spaces other than the rooms and space specifically described in Section 1 above.

5. **Approval.** This Lease is subject to the approval of the Planning Board, Board of Finance, Board of Representatives and the Mayor of the City of Stamford.

6. **Assignment.** Lessee shall not assign this Lease or any interest therein.

7. **Subletting.** Lessee shall not sublease, permit, or license the Demised Premises or any part thereof.

8. **Quiet Enjoyment.** Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises for the Lease Term without

hindrance, molestation, ejection or interference from Lessor, except as otherwise provided in this Lease or as permitted by law.

9. **Lessee's Covenants.** Lessee agrees, warrants and represents that it shall commit no waste to the Demised Premises, nor suffer the same to be committed thereon, nor injure nor misuse the same; and further agrees, warrants and represents that Lessee has neither the right nor the power to assign or hypothecate this Lease in any way whatsoever, except as otherwise provided in this Lease, nor to make alterations or improvements to the Demised Premises without the prior written approval of Lessor, which approval shall not be unreasonably withheld, nor use the same for any purposes except as those expressly authorized herein or in accordance with the applicable provision of this Lease. Lessee shall keep the Demised Premises in good condition, free of debris, safe and adequate for the uses and purpose hereby authorized. Lessee shall deliver the Demised Premises up to Lessor upon the expiration or earlier termination of this Lease in good and clean condition, normal wear and tear excepted, and Lessee shall have no right to remove any improvements to the Premises without the prior written consent of Lessor.

10. **Default by Lessee.** If Lessee should be in breach or default of or violate any of the terms and conditions of this Lease, then this Lease shall thereupon, by virtue of this express stipulation expire and terminate, at the option of Lessor, and Lessor may, at any time thereafter re-enter said Demised Premises and shall have and possess all of Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statutes relating to summary process; it being understood that no demand for rent nor re-entry for condition broken, as at common law, shall be necessary to enable Lessor to recover such possession pursuant to said statutes relating to summary process, that any or all right to any such demand or any such re-entry is hereby expressly waived by Lessee.

11. **Compliance with Laws.** Lessee shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to its use and occupancy of the Demised Premises.

12. **Access to Demised Premises.** Lessor and its employees, officers, agents and independent contractors shall have the right to enter and inspect the Demised Premises (i) for the purpose of ascertaining the condition of the Demised Premises, curing a default by Lessee under this Lease (which shall be Lessee's sole expense), and making major repairs or capital improvements (at Lessor's expense), at any reasonable time, provided that Lessor not disturb Lessee's work in the Demised Premises, or (ii) at any time in case of emergency.

13. **Repairs; Maintenance.** Lessee shall keep the Demised Premises free from all dirt and other refuse and deposit the same in areas designated by Lessor. Lessee shall not be required to perform any repair or maintenance work but may install and remove furniture, telephone and electrical equipment at its sole cost and expense. Lessor shall provide and pay charges for the following services and utilities at no cost to Lessee:

- (a) Heat and air conditioning.
- (b) All utilities, including fuel, water and sewer, electricity and garbage removal.
- (c) Common use of restrooms.
- (d) Parking for Lessee's administrators, teachers and students.
- (e) Cleaning of the Demised Premises.

14. **Non-Appropriation.** Any obligation of Lessee to make payments or expenditures of any kind under this Lease shall be contingent upon Lessee securing the requisite approvals and appropriation(s) being duly passed pursuant to the laws of the City of Stamford.

15. **Insurance Requirements.** Commencing with the date hereof and throughout the term of this Lease, Lessee shall maintain a general liability insurance policy covering Lessor as an additional insured and containing a contractual liability insurance endorsement. Such policy shall provide for at least \$1,000,000.00 for bodily injury coverage and \$100,000.00 property damage liability, provided, however, Lessee, may elect to self insure with regard to property damage liability. Lessor is not liable for damage to Lessee's property, unless Lessor causes the damage to Lessee's property. Copies of certificates of the foregoing insurance are attached hereto and such premises shall be cancelled or permitted to lapse. Such certificate(s) shall describe the Demised Premises by street address. At least thirty (30) days prior to the expiration of such insurance, Lessee shall supply Lessor with proof of the extension of such coverage.

17. **Non-Waiver.** The failure of Lessor to insist upon strict performance of any of the terms, conditions or covenants herein shall not be deemed a waiver of any rights or remedies that Lessor may have; and shall not be deemed a waiver of any subsequent breach or default of the terms, conditions or covenants herein contained, Lessor reserving the right to require strict compliance therewith at any time, with or without notice except as may be otherwise required herein.

18. **Condition of and Damage to the Demised Premises.** Lessee agrees, warrants and represents that it has examined the Demised Premises and that the Demised Premises are suitable for the uses and purposes intended by this Lease. No agreements, promises, covenants, warranties or representations have been made by Lessor as to the conditions of said Demised Premises upon which Lessee has relied in entering into this Lease, and Lessee agrees to take the Demised Premises "As-Is" in the Demised Premises' present and existing condition. Should the Demised Premises be partially damaged or rendered unfit for use by fire or other cause, Lessor shall have no obligation to repair any damage, and either Lessor or Lessee may terminate this Lease immediately, at no cost or liability to Lessor or Lessee, as the case may be. The Lessee shall be responsible for all repair costs resulting from the Stamford Board of Education's use of the Demised Premises to operate the School including any property damage caused the School's administrators, teachers, students and their guests and invitees.

19. **Indemnification.** Lessee shall indemnify and save harmless Lessor of and from any and all fines, claims, suits, actions, judgments, damages or liabilities and acts of any kind in any way arising under or relating to the Lease, by reason of (i) any breach, violation, or non-performance of any covenant or condition of the Lease or (ii) the acts of Lessee, its agents, employees, officers, and invitees, and all invitees of any of the foregoing. The indemnifications provided herein by Lessee shall not extend to any claims, etc., as may arise from (i) the willful acts of Lessor, its officers, employees, and authorized agents acting on Lessor's behalf or (ii) the negligent acts of Lessor, its officers, employees, and authorized agents acting on Lessor's behalf, provided, however, if the negligent

acts were not the sole and exclusive cause of the claims, etc., then Lessee's obligations under this paragraph 19 shall be effective, but the amounts payable by Lessee shall be reduced by the percentage that Lessor's negligent acts are deemed to have caused the claims, etc.

If either Lessor or Lessee receives notice of any claim giving rise to Lessee's obligation to indemnify Lessor such party shall immediately notify the other party in writing of such claim. The parties shall have the right and option in the first instance, through counsel of its own choosing and at its own expense, to deal with, defend, settle or compromise any such claim.

If Lessee fails to appoint counsel to deal with, defend, settle or compromise any such claim within sixty (60) days after receiving this notice thereof, Lessor may deal with, defend, settle or compromise any such claim through counsel of its own choosing at the expense of Lessee. In such event, no settlement or compromise shall be made without prior written notice to Lessee. Lessor shall cooperate with Lessee in the defense of any such claim or litigation at Lessee's sole cost and expense.

All indemnities made by Lessee under this Lease shall survive the termination of this Lease and shall be enforceable by Lessor subsequent thereto.

20. **Mechanic's Liens.** In the event that any mechanic's lien is filed against the Demised Premises as a result of alterations, additions or improvements made by Lessee, Lessor, at its option, may upon thirty (30) days prior written notice pay the said lien provided that Lessor reasonably determines after inquiring into the validity thereof that the lien is valid and the amount claimed is due, and Lessee shall forthwith reimburse Lessor the total expenses

incurred by Lessor in discharging the said lien, subject to the provisions of Paragraph 11, *supra*.

21. **Notices.** All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Demised Premises, shall be in writing. If Lessor or its agents desires to give or serve upon Lessee any notice or demand, it shall be sufficient to send a copy thereof by certified or registered mail, addressed to Lessee at Director of Operations, City of Stamford, 888 Washington Boulevard, Stamford, CT 06901, with a copy to the Director of Legal Affairs at the same address. All such notices to Lessor from Lessee shall be sent by registered or certified mail to Eugene Campbell, Executive Director, Yerwood Center, Inc., 90 Fairfield Avenue, Stamford, Connecticut, 06904-2152.

22. **Holdovers.** In the event that Lessee shall remain in the Demised Premises after the expiration of the term of the Lease without having executed a new written Lease with Lessor, such holding over shall not constitute a renewal or extension of this Lease. Lessor may, at its option, elect to treat Lessee as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or Lessor may elect to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration.

23. **Intentionally Omitted.**

24. **Personal Property.** All of Lessee's personal property of every kind and description, which may at any time be inside of the Demised Premises, shall be at Lessee's sole risk with respect to loss by theft, except when due to Lessor's negligence or willful misconduct.

25. **Entire Agreement.** This Lease contains the entire agreement between the parties and all representations to this tenancy or to the Demised Premises are included herein.

26. **Governing Law.** This lease shall be construed in accordance with the laws of the State of Connecticut

27. **Successors and Assigns.** This Lease shall be binding upon the parties, their successors, successors and assigns, trustees and legal representatives.

In witness whereof, the parties have executed this Lease by their duly authorized signatories as of the date first above written.

CITY OF STAMFORD

By: _____
Name: Dannel P. Malloy
Title: Mayor

Witness: _____
Name: _____

Witness: _____
Name: _____

YERWOOD CENTER, INC.

By: _____
Eugene Campbell,
Executive Director

Witness: _____
Name: _____

Witness: _____
Name: _____

Approved as to form:

Sybil V. Richards
Deputy Corporation Counsel

Approved as to insurance:

Ann Marie Mones
Risk Manager

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: Stamford , 200

Personally appeared Dannel P. Malloy, Mayor of the City of Stamford, a signer and sealer of the foregoing instrument, who acknowledged the same to be the free act and deed of said City, and his free act and deed as Mayor thereof, before me.

Sybil V. Richards, Esq.
Commissioner of the Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss: Stamford , 200

Personally appeared Eugene Campbell, Executive Director of Yerwood Center, Inc., a signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, and her free act and deed on behalf of Yerwood Center, Inc., before me.

Richard J. Tannenbaum, Esq.
Commissioner of the Superior Court