

27TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

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RESOLUTION NO. 3283 APPROVING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF STAMFORD AND THE WOMEN'S BUSINESS DEVELOPMENT CENTER FOR OFFICE SPACE LOCATED IN THE STAMFORD GOVERNMENT CENTER, 888 WASHINGTON BOULEVARD, STAMFORD, CONNECTICUT

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

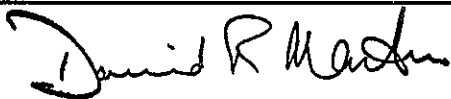
Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the lease agreement ("Lease") between City of Stamford ("Lessor") and the Women's Business Development Center ("Lessee") for office space in the Stamford Government Center, 888 Washington Boulevard, Stamford, CT, in accordance with the terms and conditions set forth in the Lease, which is incorporated herein by reference, for a term of five years commencing on October 1, 2009 and terminating on September 30, 2014, is hereby approved; and

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

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 May, 2009.

This resolution was approved on the Consent Agenda at the regular monthly meeting of the 27th Board of Representatives held on Monday, May 4, 2009.



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
William Callion, Director of Public Safety, Health & Welfare
Sandy Dennies, Director of Administration
Sybil Richards, Esq., Deputy Corporation Counsel
Donna Loglisci, Town & City Clerk

**LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND THE
WOMEN'S BUSINESS DEVELOPMENT CENTER**

THIS LEASE made this ____ day of _____, 200 , between the City of Stamford, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Dannel P. Malloy, its duly-authorized Mayor (hereinafter sometimes referred to as "Lessor") and the Women's Business Development Center, a Connecticut corporation with a business address of 888 Washington Boulevard, Stamford, Connecticut (hereinafter referred to as the "Lessee"), acting herein by Fran Pastore, President, duly-authorized.

WITNESSETH:

1. **Demised Premises.** The Lessor hereby leases and demises to the Lessee and the Lessee hereby takes from the Lessor, for the term and on the conditions hereinafter provided, one (1) office space, as identified and selected by the Lessor in its sole and absolute discretion, situated within the premises known as the "Government Center" located at 888 Washington Boulevard, Stamford, Connecticut (which office space is hereinafter referred to as the "Demised Premises").

2. **Term.** The term of this Lease shall be for a period of five (5) years commencing on October 1, 2009 and terminating on September 30, 2014 ("Term"). The Lessor or the Lessee may terminate this Lease upon thirty (30) days advance, written notice to the other party.

3. **Rent.** The Lessor shall charge Lessee no rent during the term of this Lease.

4. **Use.** The Lessee shall utilize the Demised Premises exclusively to support its administrative operations that are associated or connected with the provision of

entrepreneurial training services to individuals who are seeking to open their own business. The Lessee shall only use and have access to the Demised Premises from Monday through Friday during the Lessor's business hours, as such hours are determined by the Lessor in its sole and absolute discretion, during the term of this Lease. Under no circumstances shall the Lessee use the Demised Premises for any other purpose whatsoever. The Lessee shall be solely responsible for any and all costs associated with its operations including, but not limited to, its own telephone service, copying, faxing, internet access and furnishings.

No use shall be permitted on the Demised Premises wherein any pecuniary benefit accrues to any officer, director, or trustee of the Lessee, unless such use is specifically pre-approved in writing by the Director of Operations, subject to review by the Mayor.

5. **Approval.** This lease is subject to the approval of the Lessor's Planning Board, Board of Finance, Board of Representatives and Mayor.

6. **Assignment.** The Lessee shall not be permitted to assign this Lease or any interest therein.

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

(a) Such sublease, permit or license shall comport with the uses permitted by this Lease in the reasonable judgment of the Lessor; and

(b) Such sublease, permit or license shall be in writing and be pre-approved by the Lessor which pre-approval shall not be unreasonably withheld; and

(c) Such sublease, permit or license provides that the sublessee, permittee or licensee shall abide by all of the terms and conditions of this Lease and shall indemnify and hold the City of Stamford, its officers, agents and employees harmless

from any and all liability arising from any such use of the demised premises in accordance with this Lease; and

(d) Such sublease, permit or license shall contain any and all insurance coverage(s) required by the Lessor's Risk Manager.

(e) All cash, in kind or other compensation to be provided to the Lessee shall be specifically reflected in the books and records of Lessee.

8. **Quiet Enjoyment.** The Lessee, provided it is not in default hereunder, shall peaceably hold, occupy and enjoy the Demised Premises for the Lease Term without hindrance, ejection or interference except as otherwise provided in this Lease or as permitted by law.

9. **Lessee's Covenants.** The 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 the 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, or to make alterations or improvements to the demised premises subject to the prior written approval of the Director of Operations nor use the same for any purposes except as those expressly authorized herein or in accordance with the applicable provision of this Lease. The Lessee shall keep the premises in good condition, free of debris, safely and adequately for the uses and purposes hereby authorized. The Lessee shall deliver the premises up to Lessor upon the expiration or earlier termination of this Lease in reasonably good condition, normal wear and tear excepted, and the Lessee shall have neither right nor obligation to remove any improvements to the Premises without the prior written consent of Lessor. Likewise, any fixtures, equipment, furnishings, supplies or inventory which are purchased or obtained, during the term of this Lease, by or for the Lessee utilizing any City operating or other revenue funds, including but not limited to state and federal funds administered by the City, shall become the property of Lessor upon the expiration or

sooner termination of this Lease in good condition, normal wear and tear excepted, at the option of Lessor.

10. **Default.** If Lessee should be in breach or default of or violate any of the terms and conditions of this Lease, or if the Lessee should assign or hypothecate this Lease or sublet the premises in a manner not provided by this Lease or otherwise dispose of the whole or any part of the Demised Premises or make any structural alterations therein without the prior written approval of the Lessor, or shall commit waste or suffer the same to be committed on said Premises or injure or misuse the same, or shall cease to exist as an IRS qualified or as a Connecticut corporation, or shall be adjudicated bankrupt, or shall make a voluntary or involuntary assignment of its estate or effects for the benefit of creditors, or if a receiver of Lessee's property shall be appointed, or if this Lease shall by operation of law, devolve upon or pass to anyone other than the Lessee, then this Lease shall thereupon, by virtue of this express stipulation expire and terminate, at the option of the Lessor, and the Lessor may, at any time thereafter re-enter said premises and shall have and possess all of the 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 the 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 including, but not limited to, the City Purchasing Ordinance as a non-city entity in accordance with Code Sections 8-4 through 8-10, as may be amended from time to time, in the event the Lessee receives funds from the City in relation to this Lease in the operation of the Programs, and any costs for non-compliance or violation of same shall be solely the responsibility of the Lessee.

12. **Access to Premises.** Lessor and its employees, officers, agents and independent contractors shall have the right to enter and inspect the Demised Premises at any reasonable time during business hours after reasonable prior oral or written notice to the Lessee, or at any time in case of emergency, for the purpose of ascertaining the condition of the Premises, curing at default on the part of the Lessee at the Lessee's sole cost and expense or making major repairs and capital improvements at the Lessor's sole cost and expense. Lessor shall have a copy of the most current key(s) along with any access and security codes to the Demised Premises for the purposes set forth in this paragraph.

13. **Repairs; Maintenance.** Lessee shall be solely responsible for performing all minor repairs to the Demised Premises. Lessor shall be solely responsible for the maintenance of and major repairs and capital improvements to the Government Center and its common areas including but not limited to the following:

(a) Plumbing, electrical, boiler, furnace, security systems, generator, heat, water, air conditioning and HVAC systems, sprinkler systems, fire alarms, roof, windows, doors, all drainage systems, food service equipment, elevator and all other systems, interior and exterior walls, glass, inclusive of mirrors, and doors.

(b) Snow and ice removal, refuse collection, water, sewer use, electricity, heat, air conditioning, fuel oil, gas and other utilities.

(c) Custodial services, grounds-keeping, landscaping, janitorial supplies and all other service agreements.

14. **Utilities.** The Lessor shall provide and pay for charges for heating and air conditioning, and water, sewer, electricity usage and garbage removal.

15. **Books and Records; Audits.** Lessee shall maintain separate books and records for the income and expenditures, assets and liabilities, of its use of the Demised Premises and the operation of the Programs. Such books and records shall include

separate accounts from its organization wide operations and programs, if applicable. Lessee shall provide Lessor open and regular access to such books and records, as well as the books and records of its organization wide operations and programs, upon the demand of Lessor. Lessee shall furnish Lessor with copies of annual certified independent audits prepared at the expense of the Lessee and certified to the Lessor in accordance with Generally Accepted Auditing Standards by a Connecticut licensed CPA, no later than 135 days after the close of each fiscal or calendar year, as the case may be. Lessee shall furnish Lessor with copies of such certified independent audits as may be otherwise required of it as recipient of State and Federal funding, or otherwise, under the Connecticut Single Audit Act, Circular A-133 of the Office of Management and Budget, the City of Stamford Board of Finance Audit Policy, and the Connecticut Municipal Audit Act.

Lessee shall maintain all records, correspondence and all other types of documentation related to the maintenance, repair, improvement and alteration of the Demised Premised, including but not limited to all maintenance agreements, certifications, inspections related thereto, and shall provide the Lessor with copies of such records, correspondence and documentation immediately upon the Lessor's written request.

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

17. **Insurance Requirements.** Without in any way limiting the Lessee's obligations pursuant to Section 20, Lessee shall maintain the following insurance and all insurance that may be required under the laws, ordinances and regulations of any governmental authority:

- A. Workers' Compensation Insurance as prescribed by applicable law and Employer's Liability Insurance, the limitation of liability for which shall not be less than \$100,000.00 each accident, policy limited for disease and disease limit each employee.
- B. Commercial General Liability (Bodily injury and Property Damage) Insurance including following supplementary coverages:
1. Contractual Liability to cover liability assumed under this Lease.
 2. Products and Completed Operations Liability Insurance to be maintained for a period of not less than three years after termination of the Lease. The limit of liability for such insurance shall not be less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and \$2,000,000.00 in the annual aggregate. This policy will be primary for all purposes to any other insurance coverage maintained by or on behalf of the City of Stamford, whether such other coverage is stated to be primary, contributory, excess, contingent or otherwise.
 3. Automobile Liability (Body Injury and Property Damage) Insurance of not less than \$1,000,000.00 per accident, covering all owned, non-owned and hired vehicles.
 4. All Risk Property Insurance written on a full replacement cost basis, which insures the Lessee's personal property located within the Demised Premises.

All insurance shall be procured with insurance carriers having an A.M. Best Rating of B plus or better.

Before commencing use of the Demised Premises, Lessee shall provide the Lessor with certificates or other documentary evidence of the above insurance (including a copy of the additional insured endorsement required below) satisfactory to the Lessor.

The Commercial General Liability and Automobile Liability Insurance shall designate the Licensor and its employees, agents and officers as additional insureds.

The Lessee agrees to waive any right of recovery against the Lessor and its employees, agents and officers for loss or damage incurred by the Licensee. All such insurance required hereunder shall contain waivers of subrogation against the Lessor and its employees, agents and officers.

The above insurance shall include a requirement that the insurer provide the Lessor with thirty (30) days written notice prior to the effective date of any cancellation or material change of the insurance.

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

19. **Condition of 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 the Lessor as to the condition of said Demised Premises upon which the 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

20. **Indemnification.** Lessor shall not be liable for any injury or damage to person or property happening in and or on the parking lots, sidewalks, grounds, interior or exterior or any part of said premises by reason of any existing or future condition, defect, matter or thing, and Lessee agrees to indemnify and hold harmless the Lessor from any and all fines, claims, suits, actions, judgments, damages or liability arising

therefrom and from anything otherwise arising from or out of the occupancy of said premises by the Lessee or the operation of the Programs except in the case of Lessor's gross negligence. Lessor shall not be responsible for the loss of or damage to property, or injury to persons occurring in and or on the Demised Premises or for the acts, omissions or negligence of other persons or Lessee, its employees, officers and agents, in and or on said Premises, and Lessee agrees to indemnify and save Lessor harmless from all fines, claims, suits, actions, judgments, damages or liability for loss of or damage to property or injuries to persons occurring in and or on the Demised Premises by reason of any such acts, omissions or negligence. Lessee further agrees to indemnify and save harmless Lessor of and from any and all fines, claims, suits, actions, judgments, damages or liability and acts of any kind by reason of any breach, violation, or non-performance of any covenant or condition hereof or for the violation of any law, statute, regulation or order, on the part of Lessee, its agents, employees or officers. The indemnifications provided herein by the Lessee shall not extend to any claims, etc., as may arise from the negligent acts or omissions of the Lessor, its officers, employees, and authorized agents acting on Lessor's exclusive behalf.

21. **Mechanic's Liens.** In the event that any mechanic's lien is filed against the 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*.

22. **Notices.** All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the Demised Premises, shall be in writing. If the Lessor or its agents desires to give or serve upon the Lessee any notice or demand, it shall be sufficient to send a copy thereof by certified or registered mail, addressed to the Lessee at the Demised Premises with a copy to Fran Pastore, President, Women's Business

Development Center, 888 Washington Boulevard, Stamford, Connecticut 06901. All such notices to the Lessor from the Lessee shall be sent by registered or certified mail to the Director of Operations, City of Stamford, 888 Washington Boulevard, P.O. Box 2152, Stamford, Connecticut, 06904-2152, with a copy to the Director of Legal Affairs at said address.

23. **Holdovers.** In the event that the Lessee shall remain in the Demised Premises after the expiration of the term of the Lease without having executed a new written Lease with the Lessor, such holding over shall not constitute a renewal or extension of this Lease. The Lessor may, at its option, elect to treat the 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 the 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.

24. **Eminent Domain; Condemnation.** In the event the whole or any part of the Demised Premises shall be taken under any power of eminent domain or condemnation; the Lessee hereby waives any claim to compensation for the Lessee's loss of the fair market value of the Demised Premises.

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 on the
date and year first above written.

CITY OF STAMFORD

By: _____
Name: Dannel P. Malloy
Title: Mayor, duly-authorized

WOMEN'S BUSINESS DEVELOPMENT
CENTER

By: _____
Name: Fran Pastore
Title: President, duly-authorized

Approved as to form:

Approved as to insurance:

Sybil V. Richards
Deputy Corporation Counsel

Ann Marie Mones
Risk Manager