

28TH BOARD OF
REPRESENTATIVES
CITY OF STAMFORD

President
RANDALL M. SKIGEN
Clerk of the Board
ANNIE M. SUMMERVILLE

Majority Leader
JOHN J. BOCCUZZI
Minority Leader
ROBERT "GABE" DELUCA

RESOLUTION NO. 3348
APPROVING A LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD AND
STAMFORD EMERGENCY MEDICAL SERVICES

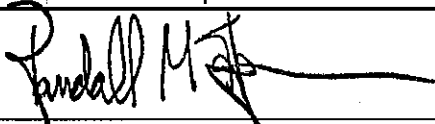
NOW THEREFORE BE IT RESOLVED BY THE 28TH BOARD OF
REPRESENTATIVES THAT:

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 the City of Stamford ("Lessor") and Stamford Emergency Medical Services ("SEMS") for SEMS' use of a bay and 2 parking spaces at 80 Fairfield Avenue, Stamford, in accordance with the terms and conditions set forth in the Lease Agreement, which is incorporated herein by reference, for the period commencing the date the lease is executed by the parties and terminating five years thereafter or as otherwise set forth in the Lease Agreement, is hereby approved; and

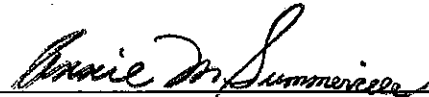
The Mayor is hereby authorized to execute such Lease and to execute any instrument he deems necessary or desirable in connection with the execution of such Lease.

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

This resolution was approved by a voice vote at the regular monthly meeting of the 28th Board of Representatives held on Monday, March 1, 2010.



Randall M. Skigen, President



Annie M. Summerville, Clerk

cc: Michael A. Pavia, Mayor
Ernie Orgera, Director of Operations
Michael Larobina, Esq., Director of Legal Affairs
Fred Flynn, Director of Administration
Donna Loglisci, Town & City Clerk
Sybil Richards, Esq.

**LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND
STAMFORD EMERGENCY MEDICAL SERVICES**

THIS LEASE, made on this day of 20 , by and between the **City of Stamford**, a municipal corporation organized and existing under the laws of the State of Connecticut, acting by Michael A. Pavia, its duly-authorized Mayor (hereinafter referred to as the "Lessor"), and having its principal office at 888 Washington Boulevard, Stamford, CT 06901, and **Stamford Emergency Medical Services**, a private non-stock, not-for-profit corporation organized and existing under the laws of the State of Connecticut, acting herein by Patricia Squires, its duly-authorized Executive Director (hereinafter referred to as the "Lessee") and having its principal office at 684 Long Ridge Road, Stamford, CT 06902.

WITNESSETH

1. Demised Premises. The Lessor hereby leases and demises to the Lessee and the Lessee hereby hires and takes from the Lessor, for the terms hereinafter provided, the premises known as 80 Fairfield Avenue, Stamford, CT, which consists of one (1) interior garage bay and two parking spaces, which are more particularly described in Schedule A, which is attached hereto and made a part hereof (hereinafter referred to as the "Demised Premises") upon the terms and conditions

and the uses and purposes hereinafter provided. The Lessee acknowledges that there is an existing fire station in operation at the Demised Premises and agrees that the allocation and location of space for the Lessee's use of the portion of the Demised Premises are subject to change in the sole discretion of the Stamford Fire Department's Fire Chief without exception. The Lessee further agrees that the Demised Premises shall be used solely for the operation of the Stamford Emergency Medical Center and one (1) access van.

2. Term. The term of this Lease shall be for a period of five (5) years commencing on the date first above written and terminating five (5) years therefrom unless sooner terminated as provided herein. The parties hereto acknowledge that they have entered into a certain Management Agreement for Emergency Medical Services in response to the City's Request for Proposal #289 in relation to the Lessee's operation of an emergency medical service at the Demised Premises, and agree that, notwithstanding anything herein to the contrary, a termination of said agreement shall constitute a termination of this Lease. In case of such event, the date of the termination of this Lease shall be a date even with the termination date of said management agreement.

Provided that the Lessee is not then in default or said Management has not been terminated, Lessor may, at its sole option and discretion, extend the Term of this Lease for four consecutive, five-year terms upon the same terms and conditions set forth herein. Any such extension shall be in writing signed by the Lessor's Director of Operations and the Lessee's duly-authorized representative.

Notwithstanding anything herein to the contrary, Lessor shall have the right, at its election, to terminate this Lease for any reason whatsoever upon 90 days advance, written notice to the Lessee. On such notice, all right, title and interest of Lessee hereunder shall expire, and Lessee shall then peaceably and quietly quit the Premises and surrender the same to the Lessor. If any such notice is given, Lessor shall have the immediate right of re-entry and possession of the Premises and the right to remove all persons and other property therefrom.

3. Rent. The total rent to be paid by the Lessee for the entire term of this Lease, and any extensions thereto, shall be in the amount of Ten Dollars and Zero Cents (U.S.\$10.00), which shall be immediately due and payable upon the date first above written.

4. Use. The Lessee shall utilize the Demised Premises exclusively to support the operation of the Stamford

Emergency Medical Center (hereinafter referred to as "SEMS").

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 Lessor's Director of Operations.

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

6. Assignment and Subletting. Lessee shall not be permitted to assign this Lease or sublet or assign the Demised Premises or any part thereof, or otherwise transfer, pledge or hypothecate any part of the Lessee's interest in the Demised Premises without the prior written approval of the Lessor's Director of Operations, which approval may be granted or withheld in the sole and absolute discretion of the Lessor.

7. 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, ejection or interfere except as otherwise provided in this Lease or as permitted by law.

8. Lessee's Covenants. The Lessee agrees, warrants and represents that it shall commit no waste, 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 make alterations to the Demises Premises, nor use the same for any purposes except as those expressly authorized herein. The Lessee shall keep the Demised Premises in good condition, free from debris, safely and adequately for the uses and purposes hereby authorized. The Lessee shall deliver the Demises Premises up to the Lessor upon the expiration or earlier termination of this Lease in reasonably good condition, normal wear and tear excepted, and the Lessee shall have no right or obligation to remove any improvements situated on or about the Demised Premises without the prior written consent of the Lessor's Director of Operation. 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 the Lessor upon the expiration or sooner termination of this Lease in good condition, normal wear and tear excepted, at the option of the Lessor.

10. Indemnification of Lessor.

Lessee covenants and agrees to indemnify and hold the Lessor and its officers, employees and agents harmless from and on account of any and all loss, damages, claim, liability or expense arising out of, or resulting from Lessee's use and occupancy of the Demised Premises and/or Lessee's negligence, gross negligence or willful misconduct resulting in claims or injury to either persons and/or property upon or about said Demised Premises during the Term hereof.

If either Lessor or Lessee receives notice of any claim giving rise to Lessee's obligation to indemnify and hold harmless the Lessor and its officers, employees and agents pursuant to the terms of this Lease, then such party shall immediately notify the other party in writing of such claim, suit or other action. Lessee 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 or settle or compromise any such claim within sixty (60) days after receiving 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 of any nature or any kind

shall be made without prior, written notice to the Lessee. Lessor shall cooperate with Lessee and the Lessee shall cooperate with the Lessor in the defense of any such claim, suit or action at the Lessee's sole cost and expense.

11. Lessor's Liability.

Nothing in this Lease shall be construed to relieve the Lessor from liability to Lessee, its agents, employees, invitees, guests and independent contractors for Lessor's own negligence or the negligence of Lessor's officers, employees and agents.

12. Damage to the Premises.

Should the Demised Premises be partially damaged or rendered unfit for use by fire or other cause through no cause of the Lessee, 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.

13. Automobiles and Personal Property.

All automobiles and personal property of every kind and description, which may at any time be maintained upon the Demised Premises, shall be at the Lessee's sole risk with respect to damage or loss by any cause whatsoever, except when due to the negligence of the Lessor or its officers, employees and agents.

14. Insurance.

The Lessee shall effect and maintain for the Term of this Lease, commercial general liability and automobile liability insurance which shall protect the Lessee and the Lessor from claims for damages arising out of personal injury, including death, and claims for property damage, which may be suffered as a result of operations/completed operations under this Lease, whether such operations/completed operations be by the Lessee or any employee or agent thereof. The Lessee shall also effect and maintain for the Term of the Lease Workers' Compensation Insurance covering injuries or disease suffered by the Lessee's employees. The Workers' Compensation Insurance shall comply with all Workers' Compensation laws and regulations of the State of Connecticut. The Lessee shall also maintain all risk property insurance, which covers all real and personal property owned by the Lessee and leased from Lessor. The limits under the all risk property insurance shall be full replacement cost and shall be sufficient to prevent the Lessee from incurring a co-insurance penalty because of inadequate limits. The all risk property insurance shall designate the Lessor as loss payee for any losses covered under this insurance. Any damages or losses beneath the applicable deductible(s) shall be repaired by the Lessee to the full satisfaction of the Lessor. In addition, the

Lessee shall maintain boiler and machinery insurance, if applicable, which covers all boilers, pressure-fired and non-pressured vessels, hot water heaters, gas-fired furnaces, electrical equipment and any other machinery and equipment owned by the Lessee, which is generally insured under a boiler and machinery policy. This insurance shall be replacement cost and shall be sufficient to prevent the Lessee from incurring a co-insurance penalty because of inadequate limits. The Lessor shall be designated as a loss payee with respect to any losses covered by boiler and machinery coverage. The City's Risk Manager also reserves the right to require the Lessee to effect and maintain any other insurance coverage under the Lease that the Lessor deems appropriate or necessary.

The Lessee shall provide, at its own cost and expense, documentary proof of the following insurance to the City's Risk Manager:

- A. Workers' Compensation - Statutory, which complies with the Workers' Compensation laws and regulations of the State of Connecticut.
- B. Employer's liability, with minimum limits of liability of \$100,000 for each accident, disease each employee and policy limit for disease.
- C. Commercial general liability, subject to a minimum limit of liability of \$2,000,000 combined single limit for

bodily injury and property damage. Said insurance shall include, but not be limited to, bodily injury and property damage and the following coverage:

1. Garage and operations liability.
2. Products liability and completed operations, to be maintained for a period of not less than three years following termination or cancellation of the Lease.
3. Broad form contractual liability covering any indemnities contained in the Lease.
4. Broad form property damage.
5. Personal injury and advertising liability.

D. Automobile liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury and property damage. This insurance shall include, but not be limited to, bodily injury and property damage for the following:

1. Owned vehicles
2. Hired vehicles
3. Non-owned vehicles

The City of Stamford and its officers, employees and agents be designated an "additional insured" under the commercial general liability and automobile liability insurance policies required hereunder.

Thirty (30) days prior written notice shall be provided to the City of Stamford's Risk Manager in the event of

cancellation, termination or material change in any terms and conditions of any insurance policies required hereunder.

Any insurance required hereunder underwritten on a claims made, as opposed to an occurrence basis, shall contain a retroactive date not later than the date of execution of the Lease or commencement of the occupancy of the described Demised Premises by the Lessee, whichever is earlier, and an extended reporting period endorsement of not less than three years following vacating of the Demised Premises or termination of the Lease, whichever is later.

All insurance coverage and certificates of insurance shall be approved by the City's Risk Manager during the Term of this Lease. Other insurance coverage may be required by the City's Risk Manager from time to time.

The Lessee agrees to waive any right of recovery against the City of Stamford and its officers, employees and agents for any claim, loss or damage of any kind or description, which may or may not be covered under insurance required under this Lease. All such insurance required under the Lease shall contain waivers of subrogation endorsements against the City and its employees, agents and officers. In addition, all such insurance required hereunder shall be primary insurance, without any right of contribution from any insurance maintained by or on behalf

of the City of Stamford and its officers, employees and agents.

If, at any time, any of the said insurance policies shall be or become unsatisfactory to the City's Risk Manager as to form or substance, or if any insurance company shall become unsatisfactory to the City's Risk Manager, the Lessee shall promptly obtain a new insurance policy, submit same to the City's Risk Manager for approval and submit a certificate thereof as hereinabove required. Upon failure of the Lessee to furnish, deliver or maintain same, during the Term of this Lease, at the election of the City, may forthwith be declared suspended, discontinued or terminated. Failure of the Lessee in the above circumstance shall not relieve Lessee from any and all liability under the Lease, nor shall the insurance requirements be construed to conflict with the obligations of the Lessee concerning its liability or indemnification obligations under the Lease.

15. Maintenance.

The Lessee shall keep the Demised Premises free from all dirt and other refuse matter.

16. Default. 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.

17. Default by Lessor.

If default shall be made by Lessor in the performance of the conditions or covenants of this Lease, Lessee may, at its election and after thirty (30) days prior written notice, perform such covenants or agreement for or on behalf of the Lessor, or the Lessee may, at its option, terminate this Lease upon a specific date not less than twenty (20) days after the date of the serving of such notice.

All payments made and expenses incurred in connection with any exercise of such right by Lessee shall be Lessee's sole responsibility, provided, however, Lessee shall be reimbursed by Lessor for such reasonable expenses incurred by Lessee.

18. Entire Agreement.

This Lease, including all exhibits referenced herein, constitutes the entire agreement between Lessor and Lessee,

and may be modified or altered only by written agreement executed by the Lessor and Lessee, and no act or omission of any officer, employee or agent of Lessor or Lessee shall alter, charge or modify any of the provisions hereof.

19. Governing Law.

This Lease is made under, and shall be construed in accordance with, the laws of the State of Connecticut.

Lessee shall comply with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, statutes, charters, policies and procedures.

20. Successors and Assigns.

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

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the day and year first above written.

CITY OF STAMFORD

By _____
Michael A. Pavia
Mayor
Duly-authorized

STAMFORD EMERGENCY MEDICAL SERVICES

By _____
Patricia Squires
Executive Director
Duly-authorized

Approved as to insurance:

Approved as to Form:

Ann Marie Mones
Risk Manager

Sybil V. Richards
Deputy Corporation Counsel

State of Connecticut)
)ss. Stamford ,20
County of Fairfield)

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

Sybil V. Richards
Commissioner of the Superior Court

State of Connecticut)
)ss. Stamford ,20
County of Fairfield)

Personally appeared Patricia Squires, Executive Director of Stamford Emergency Medical Services, 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 as Executive Director thereof, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires on: