

28TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

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

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

RESOLUTION NO. 3409 APPROVING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF STAMFORD AND CONGRESSMAN JAMES A. HIMES FOR OFFICE SPACE ON THE 10TH FLOOR OF THE STAMFORD GOVERNMENT CENTER

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 Congressman James A. Himes ("Lessee") for office space on the 10th Floor of the Stamford Government Center, 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 and terminating on December 31, 2012, 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.

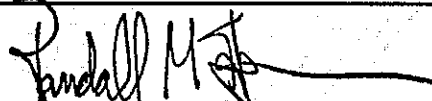
This Resolution shall be effective as of the date of approval.

Adopted by the 28th Board of Representatives of the City of Stamford on the 7th day of February, 2011.

This resolution was approved on the Consent Agenda at the regular monthly meeting of the 28th Board of Representatives held on Monday, February 7, 2011.



Annie M. Summerville
Clerk of the Board



Randall M. Skigen
President of the Board

cc: Mayor Michael Pavia
Donna Loglisci, Town & City Clerk
Laure Aubuchon, Director of Economic Development
Ernie Orgera, Director of Operations
Fred Flynn, Director of Administration
Michael Larobina, Esq., Director of Legal Affairs

**LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND
THE HONORABLE JIM HIMES**

THIS LEASE made this _____ day of _____, 2011 between the City of Stamford, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Michael A. Pavia, its duly-authorized Mayor (hereinafter sometimes referred to as "Lessor") and the Honorable James A. Himes, a member of the Congress of the United States (hereinafter referred to as "Lessee").

WITNESSETH:

1. **Demised Premises.** The Lessor hereby leases and demises to the Lessee and the Tenant hereby takes from the Landlord, office space consisting of approximately 966 square feet of space located on the tenth floor of the Lessor's Government Center located at 888 Washington Boulevard, 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 is for a term of approximately two (2) years commencing from the date first above written and terminating on December 31, 2012 unless this lease is sooner terminated as hereinafter provided.
3. **Rent.** The rent to be paid by the Lessee to the Lessor shall be in the amount of One Thousand Seven Hundred Sixty One Dollars and Twenty Five Cents (U.S. \$1,761.25) per calendar month in equal installments during the Term of this Lease and shall be made payable to the order of the "City of Stamford" in arrears on or before the end of every calendar month beginning on the commencement of the Term of this Lease.
4. **Use.** The Lessee may use and occupy the Demised Premises for general office purposes and for no other purpose whatsoever. 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 Planning Board, Board of Finance, Board of Representatives, the Mayor of the City of

Stamford, and the Office of the Administrative Counsel of the Chief Administrative Officer of the U.S. House of Representatives.

6. **Assignment.** The Lessee shall not be permitted to assign this Lease or any interest therein except as provided in the District Office Lease Attachment.
7. **Subletting.** The Lessee shall not sublease, permit, or license the Demised Premises or any party 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 paragraph 19 hereof; 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, molestation, 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, nor make alterations or improvements to the Demised Premises without the prior written approval of the Director of Operations, which approval shall not be unreasonably withheld, nor use the same for any purposes except as though expressly authorized herein or in accordance with the applicable provision of this Lease. The Lessee shall keep the Demised Premises in good condition, free of debris, safely and adequately for the uses and purpose hereby authorized. The Lessee

shall deliver the Demised 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.

10. **Default by Lessee.** 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 demised 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 Demised premises or injure or misuse the same, or if this Lease shall by operation of law, devolve upon or pass or 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 Demised 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 relating to its use and occupancy of the Demised Premises.
12. **Access to Demised Premises.** Lessor and its employee, 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 Demised 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.** Lessor shall be responsible for the repair and maintenance of the premises and common areas, including the foundation, floors, roof, windows, exterior walls and all structural, electrical, mechanical and plumbing systems, equipment and fixtures

serving the premises and common areas. As used herein, the term "repairs" shall include replacements and other improvements that are necessary to the maintenance of the premises and common areas in good order and condition. All repairs inside and maintenance to the Demised Premises, except those that are caused by Lessor's negligence, shall be the sole responsibility of the Lessee. The Lessee shall keep the Demised Premises free from all dirt and other refuse and deposit the same in areas designated by the Lessor. The Lessee shall not be required to perform any repair or maintenance work other than as set forth herein but may install and remove furniture, telephone and electrical equipment at its sole cost. Lessor shall provide and pay charges for the following services and utilities at no cost to the 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 staff in the Government Center Parking Garage on a floor or floors designated by the Lessor and for Lessee's visitors in the spaces designated therefor.
- (e) Cleaning of the Demised Premises and security of the Government Center as determined by the Lessor.
- (f) Any services or other charges not stated above shall be paid by the Lessee.

14. **Books and Records; Audits.** Intentionally omitted.

Lessee shall maintain all records, correspondence and all other types of documentation related to the maintenance, repair, improvement and alteration of the Demised Premises, 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.

15. **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.

16. **Insurance Requirements.** Intentionally omitted.

17. **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.

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 purpose 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. Should the Demised Premises be partially damaged or rendered unfit for use by fire or other cause, the Lessor shall have no obligation to repair any damage, and either the Lessor or the Lessee may terminate this Lease immediately, at no cost or liability to the Lessor or Lessee, as the case may be.
19. **Indemnification.** Intentionally omitted.
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. **Notice.** 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. 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.
22. **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.

23. **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.
24. **Personal Property.** All of the Lessee's personal property of every kind and description, which may at any time be inside of the Demised Premises, shall be at the Lessee's sole risk with respect to loss by theft, except when due to the Landlord's negligence.
25. **Entire Agreement.** This Lease, as modified and superseded by the District Office Lease Attachment, attached hereto, 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.

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IN WITNESS WHEREOF, the parties have executed this Lease and year first above written:

Witnesses:

CITY OF STAMFORD

Name:

By: _____

Name: Michael A. Pavia

Title: Mayor

Name:

Witnesses:

The Honorable Jim Himes

Name:

By: _____

Name: Rep. Jim Himes

Title: Member

Name:

Approved as to form:

Approved as to Insurance:

Office of Administrative Counsel

Name:

Office of Administrative Counsel

Name:

Ann Marie Mones

Title/Office:

Risk Manager

City of Stamford

Approved as to form:

City of Stamford

Sybil V. Richards

Deputy Corporation Counsel

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: Stamford _____, 2011

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 the free act and deed of said City and his free act and deed as Mayor thereof, before me.

Name:
Commissioner of the Superior Court
Notary Public

STATE OF _____)
)
COUNTY OF _____)

ss: _____, 2011

Personally appeared Jim Himes, Member-Elect of the United States Congress, 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 a Member-Elect of Congress, before me.

Name:
Commissioner of the Superior Court
Notary Public