

28TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

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Clerk of the Board
ANNIE M. SUMMERVILLE

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

RESOLUTION NO. 3435 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 January 3, 2011 and terminating on January 2, 2013, is hereby approved; and

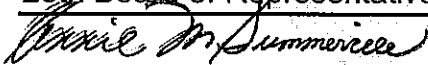
The Mayor is hereby authorized to execute such Lease and to execute any instrument he deems necessary or desirable in connection with the execution of such Lease.

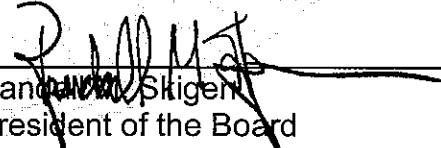
This Resolution shall be effective as of the date of approval.

Adopted by the 28th Board of Representatives of the City of Stamford on the 2nd day of May, 2011.

This resolution is effective upon enactment.

This resolution was approved on the Consent Agenda the regular monthly meeting of the 28th Board of Representatives held on Monday, May 2, 2011.


Annie M. Summerville
Clerk of the Board


Randall M. Skigen
President of the Board

cc: Mayor Michael Pavia
Donna Loglisci, Town & City Clerk
Fred Flynn, Director of Administration
Bobby Valentine, Director of Public Safety, Health & Welfare

Michael Larobina, Esq., Dir. of Legal Affairs
Ernie Orgera, Director of Operations

**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 D. 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 Lessee hereby takes from the Lessor, 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 two (2) years commencing retroactively on January 3, 2011 and terminating on January 2, 2013 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 and Sixty-One Dollars and Twenty-Five Cents (U.S. \$1,761.25) per calendar month in equal installments 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 U.S. House of Representatives' Administrative Counsel.

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 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; 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 by the sublessee, permittee or licensee 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 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 to anyone other than the Lessee, then this Lease (except as otherwise provided by the District Office Lease Attachment) 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 Demised Premises, 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.
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 Lessee's 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 a 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.
- 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 Lessor'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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

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

Witnesses:

Name:

Name:

CITY OF STAMFORD

By: _____
Name: Michael D. Pavia
Title: Mayor

Witnesses:

Name:

Name:

The Honorable Jim Himes

By: _____
Name: Rep. Jim Himes
Title: Member

Approved as to Insurance:

Ann Marie Mones
Risk Manager
City of Stamford

Approved as to form:

Sybil V. Richards
Deputy Corporation Counsel
City of Stamford

STATE OF CONNECTICUT)
) ss: Stamford _____, 2011
COUNTY OF FAIRFIELD)

Personally appeared Michael D. 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 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 of Congress, before me.

Name:
Commissioner of the Superior Court
Notary Public

District Office Lease Attachment- Instructions

The District Office Lease Attachment ("ATTACHMENT") is a three-page document that must accompany *every* lease that is submitted for a Member/Member-Elect's District offices.

No leases can be signed before they have been approved by the Administrative Counsel.

District Office Leases for the 112th Congress may not commence prior to January 3, 2011.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 112th Congress, leases should end on January 2, 2013, not December 31, 2012.

Three things are required:

- 1) The signature of the Landlord and date.
- 2) The signature of the Member/ Member-Elect of Congress and date.
- 3) Contact information for the person in the Member/ Member-Elect's office whom we should call if there are any problems or questions (the chief of staff, district director, scheduler, etc.).

A few things to keep in mind:

- **The Member/ Member-Elect is required to personally sign the document.**
- The ATTACHMENT may not have any provisions deleted or changed.
- Even if rent is zero, an ATTACHMENT is still required.
- **Prior to signing a lease, the Member/ Member-Elect must submit the proposed lease, accompanied by a copy of the ATTACHMENT, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the lease. Please submit the proposed lease and ATTACHMENT either by inter-office mail (217 Ford House Office Building, Washington, DC 20515), e-mail (leases@mail.house.gov), or fax (202-225-6999).
- Once signed by both parties, the Lease or Amendment **and** the ATTACHMENT may be faxed to 202-225-6999, but the original must also be submitted (217 Ford House Office Building, Washington, DC 20515). The ATTACHMENT should be submitted at the same time the lease is sent to the Administrative Counsel.
- Without a properly signed and submitted ATTACHMENT, the lease cannot be approved and payments will not be made.
- The parties agree that any charges for default, early termination, or cancellation of the LEASE which result from actions taken by or on behalf of the LESSEE shall be the sole responsibility of the LESSEE, and are not reimbursable from the Member's MRA.

District Office Lease Attachment

(Page 1 of 3 – version 1.12)

1. LESSOR (Landlord) and LESSEE (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“ATTACHMENT”) is incorporated into and made part of the Lease (“LEASE”) to which it is attached.
2. LESSOR expressly acknowledges that neither the U.S. House of Representatives (“HOUSE”) nor its Officers are liable for the performance of the LEASE. LESSOR further expressly acknowledges that payments made by the Chief Administrative Officer of the HOUSE (“CAO”) to LESSOR to satisfy LESSEE’s rent obligations under the LEASE – which payments are made solely on behalf of LESSEE in support of his/her official and representational duties as a Member of the HOUSE – shall create no legal obligation or liability on the part of the CAO or the HOUSE whatsoever. LESSEE shall be solely responsible for the performance of the LEASE and LESSOR expressly agrees to look solely to LESSEE for such performance.
3. Any amendment to the LEASE must be in writing and signed by the LESSOR and LESSEE. LESSOR and LESSEE also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and approve any amendment to the LEASE prior to its execution.
4. LESSOR and LESSEE understand and acknowledge that the LEASE shall not be valid, and the CAO will not authorize the disbursement of funds to the LESSOR, until the Administrative Counsel has reviewed the LEASE to determine that it complies with the Rules of the HOUSE and the Regulations of the Committee on House Administration, and approved the LEASE by signing on page 3.
5. The LEASE is a fixed term lease with monthly installments for which payment is due at the end of each calendar month. In the event of a payment dispute, LESSOR agrees to contact the Office of Finance of the HOUSE at 202-225-7474 to attempt to resolve the dispute before contacting LESSEE.
6. Any provision in the LEASE purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the LEASE purporting to vary the dollar amount of the rent specified in the LEASE by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the LEASE shall have no force or effect. The parties agree that any charges for default, early termination, or cancellation of the LEASE which results from actions taken by or on behalf of the LESSEE shall be the sole responsibility of the LESSEE, and shall not be paid by the CAO on behalf of the LESSEE.
7. In the event LESSEE dies, resigns, or is removed from office during the term of this LEASE, the Clerk of the HOUSE may, at his or her sole option, either: (a) terminate this LEASE by giving thirty (30) days prior written notice to LESSOR; or (b) assume the obligation of the LEASE and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the LESSEE’s successor. In the event the Clerk elects to terminate the LEASE, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the LESSOR or, if mailed, the date on which such notice is postmarked.

District Office Lease Attachment

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8. The term of the LEASE may not exceed the constitutional term of the Congress to which the LESSEE has been elected. Should the Member-Elect not take office and serve as a Member of the 112th Congress, the lease will be considered null and void.
9. If either LESSOR or LESSEE terminates the LEASE under the terms of the LEASE, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-241 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel, Office of the Chief Administrative Officer, U.S. House of Representatives, 217 Ford House Office Building, Washington, D.C. 20515.
10. LESSOR agrees to promptly notify LESSEE in writing in the event LESSOR sells, transfers, or otherwise disposes of the leased premises; in the event LESSOR is placed in bankruptcy proceedings (whether voluntarily or involuntarily); in the event the leased premises is foreclosed upon; or in the event of any similar occurrence. LESSEE shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-241 Longworth House Office Building, Washington, D.C. 20515.
11. LESSOR agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, carpets, elevators, escalators, entryways, exits, alleys, and other like areas. LESSOR also agrees to maintain, repair in good order, or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, carpets, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment serving the premises. LESSOR shall be liable for any damage, either to persons or property, sustained by LESSEE or any of his or her employees or guests, caused by LESSOR's failure to fulfill its obligations under this paragraph.
12. LESSOR agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the LESSEE to purchase private liability insurance.
13. LESSOR agrees that neither LESSEE nor the HOUSE nor any of the HOUSE's officers or employees will indemnify or hold harmless LESSOR against any liability of LESSOR to any third party that may arise during or as a result of the LEASE or LESSEE's tenancy.
14. LESSOR shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act).
15. LESSOR agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
16. LESSOR shall promptly refund to the CAO, without formal demand, any payment made to the LESSOR by the CAO for any period for which rent is not owed because the LEASE has ended or been terminated.

District Office Lease Attachment

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17. Should any provision of this ATTACHMENT be inconsistent with any provision of the attached LEASE (or with any subsequent or additional amendments thereto), the provisions of this ATTACHMENT shall control, and those inconsistent provisions of the LEASE (or any subsequent or additional amendments thereto), shall have no force and effect to the extent of such inconsistency.
18. Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
19. This lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The LESSOR and LESSEE certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
20. The LESSEE certifies that the office space that is the subject of this lease is located within the district for which the LESSEE was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

_____	_____
Print Name (LESSOR)	Print Name (LESSEE)
_____	_____
LESSOR Signature	LESSEE Signature
_____	_____
(Date)	(Date)

From the Member's Office, who should be contacted with questions?
Name _____ Phone (____) _____ E-mail _____@mail.house.gov

**This District Office Lease Attachment and the attached LEASE have been reviewed and are approved,
pursuant to Regulations of the Committee on House Administration.**

Signed _____ Date _____, 20____
(Administrative Counsel)

*Send completed forms to:
Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*