

28TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

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

Majority Leader
ELAINE MITCHELL
Minority Leader
ROBERT "GABE" DELUCA

**RESOLUTION NUMBER 3601
APPROVING FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN THE CITY OF STAMFORD AND THE
BOYS AND GIRLS CLUB OF STAMFORD, INC. FOR ADDITIONAL PREMISES
LOCATED IMMEDIATELY SOUTH OF 347 STILLWATER AVENUE, STAMFORD, CT**

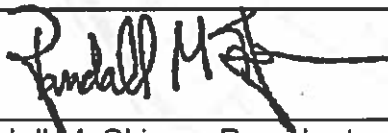
NOW THEREFORE BE IT RESOLVED BY THE 28TH BOARD OF REPRESENTATIVES THAT:

Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the lease ("Lease") between the City ("Landlord") and Boys and Girls Club of Stamford Foundation, Inc. ("Tenant") for the Tenant's use of a parking lot located south of 347 Stillwater Avenue, Stamford, CT, in accordance with the terms and conditions set forth in the Agreement, for a term of 25 years, commencing on the fifth anniversary of approval by the City of plans for the Improvements, as more particularly described therein; and

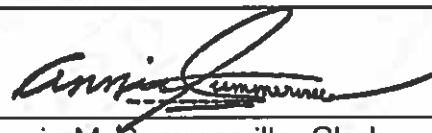
The Mayor is hereby authorized to execute such Lease and to execute any instrument he deems necessary or desirable in connection with the execution of such Lease.

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

This resolution was approved on the Consent Agenda the regular monthly meeting of the 28th Board of Representatives held on Monday, August 5, 2013.



Randall M. Skigen, President



Annie M. Summerville, Clerk

cc: Mayor Michael A. Pavia
Michael Handler, Director of Administration
Ernie Orgera, Chair, WPCA & Director of Operations
Ted Jankowski, Director of Public Safety
Joseph Capalbo, Esq., Director of Legal Affairs
Donna Loglisci, City & Town Clerk

FIRST AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN
THE CITY OF STAMFORD
AND THE
BOYS & GIRLS CLUB OF STAMFORD, INC.

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") is made as of this _____ day of _____, 2013, by and 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 "Landlord"), and the BOYS & GIRLS CLUB OF STAMFORD, INC., a Section 501(c)(3) corporation organized and existing under the laws of the State of Connecticut acting herein by Vincent M. Kiernan, its duly-authorized President (hereinafter alternatively referred to as "Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated December 16, 2008 (the "Lease"), whereby Landlord leased to Tenant the premises located immediately south of 347 Stillwater Avenue, Stamford, Connecticut, as more particularly described in the Lease, which currently expires on December 31, 2034 (the "Existing Premises").

WHEREAS, the Lease expires December 31, 2034, and Tenant desires to extend the term of the Lease in accordance with this First Amendment;

WHEREAS, Tenant desires to expand the Existing Premises and Landlord is willing to lease certain additional premises to Tenant, on and subject to the terms set forth herein; and

WHEREAS, Landlord and Tenant desire to modify and amend the Lease only in the respects and on the conditions hereinafter stated.

NOW THEREFORE, in consideration of the foregoing recitals which are true and correct and are incorporated into this First Amendment as if set forth herein at length, and the covenants and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree that the Lease is hereby amended as follows:

1. **Undefined Capitalized Terms.** Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the definitions ascribed to them in the Lease.
2. **Additional Premises.** Tenant hereby leases from Landlord, for the Extended Term (as defined below), certain additional premises as shown on **Exhibit A** attached hereto and made a part hereof (the "Additional Premises").

3. Demised Premises. Paragraph 1 of the Lease is hereby amended to provide that for and during the Extended Term the Demised Premises shall consist of the Existing Premises together with the Additional Premises.
4. Extended Term. Paragraph 2 of the Lease is hereby amended to provide that the Term of the Lease shall be the Extended Term. The "Extended Term" shall commence upon the "Extended Term Commencement Date" which shall be the earlier of:
 - a. the fifth (5th) anniversary of the City Approval (as defined below) of the plans for the Improvements (as defined below); or
 - b. acceptance by the City of Stamford of the completed Improvements.

The Extended Term shall expire on the twenty-fifth (25th) anniversary of the Extended Term Commencement Date.

5. Improvements.
 - a. Tenant shall make the following improvements to the Existing Premises (the "Existing Premises Improvements"):
 - i. Construct two (2) new multi-sport basketball courts;
 - ii. Construct one (1) new multi-sport tennis court;
 - iii. Construct two (2) new sand volleyball courts; and
 - iv. Relocate existing play structures onto new safety surfaces.
 - b. Tenant shall construct a parking lot on the Additional Premises (collectively, together with the Existing Premises Improvements, the "Improvements").
 - c. Tenant shall provide City with detailed plans and specifications regarding the Improvements at the time of any City Approval.
6. Compliance; City Approval. Construction of the Improvements shall comply with all federal, state, and City of Stamford laws, ordinances, rules, and regulations. Tenant shall submit plans to all required City of Stamford officials and must receive the express written permission of such officials (the "City Approval") prior to the commencement of construction of the Improvements.
7. Approval of City Boards. This First Amendment is subject to the approval of the City of Stamford Planning Board, Board of Finance, and Board of Representatives.

8. Authority. Tenant represents and warrants to Landlord that it has the right, power and authority to execute and deliver this First Amendment and to perform its obligations hereunder, and this First Amendment has been duly authorized, executed and delivered by it and is a valid and binding obligation of it enforceable against it in accordance with the terms hereof. Landlord represents and warrants to Tenant that it has the right, power and authority to execute and deliver this First Amendment and to perform its obligations hereunder, and this First Amendment is duly authorized, executed and delivered by Landlord and is a valid and binding obligation of it enforceable against it in accordance with the terms hereof.
9. Conflict/Ratification. Except as amended herein, the Lease shall remain in full force and effect and the parties hereto ratify and reconfirm the Lease. In the event of any conflicts or inconsistencies between the provisions of the Lease and the provisions of this First Amendment, the provisions of this First Amendment shall control.
10. Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

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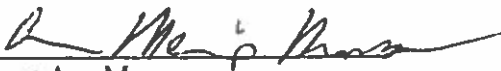
IN WITNESS WHEREOF, the Landlord and the Tenant have hereunto caused to be set their hands and seals as of the day and year first above written.

LANDLORD:

CITY OF STAMFORD

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

Approved as to insurance requirements:


Name: Ann Mones
Title: Risk Manager

Approved as to form:


Name: Chris Dellaselva
Title: Assistant Corporation Counsel

TENANT:

BOYS & GIRLS CLUB OF STAMFORD, INC.

By: _____
Name: Vincent M. Kiernan
Title: President

EXHIBIT A
ADDITIONAL PREMISES

[attached]

