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**INTEROFFICE MEMORANDUM**

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**TO:** Planning Board  
Board of Finance  
Board of Representatives

**FROM:** David R. Martin, Mayor 

**DATE:** March 3, 2014

**RE:** Sacred Heart University – Lease of Government Center Office  
Space to SHU for Use as Radio Broadcasting Station

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The attached copy of the above described lease is being submitted for your review and approval.

Kindly place this item on the agenda for your next scheduled meeting.

Thank you.



MAYOR  
DAVID R. MARTIN



**CITY OF STAMFORD**  
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**RECEIVED**

MAR - 3 2014

March 3, 2014

MAYOR'S OFFICE

To: Mayor David R. Martin

From: Burt Rosenberg, Asst. Corporation Counsel *BR*

Re: Sacred Heart University  
Lease of Government Center Office Space to Sacred Heart  
University for Use as Radio Broadcasting Station

Attached are four copies of the above described Lease, which I have approved as to form.

Pursuant to Section 9-7 of the City Code, it is necessary for the Planning Board, Board of Finance and the Board of Representatives to approve the Lease. Therefore, please forward the Lease to the three boards, requesting their respective approval.

For informational purposes, the office space to be leased is a portion of the existing Room 8-37 on the eighth floor of the Government Center, which is currently being used for mailroom storage.

Thank you for your consideration.

Encl.

C: Kathryn Emmett, Director of Legal Affairs  
Ernie Orgera, Director of Operations  
Kevin Murray, Manager – Parks and Facilities  
Leon DiMartino, Contracts Compliance Officer

**LEASE AGREEMENT BY AND BETWEEN  
THE CITY OF STAMFORD  
AND  
SACRED HEART UNIVERISTY INCORPORATED**

**THIS LEASE** made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the CITY OF STAMFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by David R. Martin, its duly-authorized Mayor (hereinafter referred to as "Lessor") and SACRED HEART UNIVERISTY, INCORPORATED, 5151 Park Avenue, Fairfield, Connecticut 06825, acting herein by John J. Pettilo, Ph. D., its President, hereunto duly authorized (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 on the eighth 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. The Demised Premises consists of approximately One Hundred Thirty Four (134) square feet of space in Room 8-37.

2. **Term.** This Lease is for a term of five (5) years commencing from the date first above written and terminating five (5) years from that date, unless this Lease is sooner terminated as hereinafter provided. Provided that the Lessee is not in default of this Lease, the Lessor may, at its sole option, extend the term of this Lease for one additional term of five (5) years pursuant to the same terms and conditions of this Lease.

3. **Rent.** The annual rent to be paid by the Lessee to the Lessor shall be in the amount of One Thousand Eight Hundred Dollars (\$1,800.00), payable in equal, monthly installments of One Hundred Fifty Dollars (\$150.00) and shall be made payable to the order of the "City of Stamford" in advance 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 the operation of a radio broadcasting station and for no other purpose whatsoever. No use shall be permitted on the Demised Premises which may interfere with the operations taking place in a Government office building in the ordinary course of business.

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

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 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 those 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 purposes 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 no 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 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 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 Demised Premises, curing of 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 the 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) Fuel, water, sewer, electricity and garbage removal; however, the Lessee shall pay for electricity at rates established in the sole discretion of the City's Energy Technician, and shall pay for and provide its own internet services.
- (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.
- (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.** 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.

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.** The Lessee shall maintain for the life of this Lease, commercial general liability insurance, excess liability, and all risk personal property insurance covering Lessee's personal property in the Demised Premises as shall protect the Lessee and the City of Stamford and their employees, agents and officers from claims for damages arising out of personal injury, including death, and claims for property damage including fire damage legal liability, which may be suffered as a result of Lessee's occupancy of the Demised Premises under this Lease. The Lessee shall also maintain for the term of the Agreement workers' compensation insurance covering injuries or disease suffered by the Lessee's employees and volunteers. The workers' compensation insurance shall comply with all workers' compensation statutes and regulations in the State of Connecticut

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

A. Workers' compensation – Statutory, which complies with the workers' compensation regulations and laws 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 \$1,000,000 combined single limit for bodily injury and property damage and \$2,000,000 in the aggregate. This insurance shall include, but not be limited to, bodily injury and property damage and the following coverages:

1. Premises 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 Agreement.

3. Broad form contractual liability covering any indemnities contained in the Agreement.

4. Personal injury and advertising liability.

5. Fire damage legal liability

D. All risk personal property insurance, which covers all personal property of the Lessee. The limits under the all-risk property insurance shall be on a full replacement cost basis covering owned and leased property and shall be sufficient to prevent the Lessee from incurring a co-insurance penalty because of inadequate limits. Any damages or losses beneath the applicable deductible(s) shall be repaired by the Lessee to the reasonable satisfaction of the Lessor. All repairs and/or replacement of damage and losses shall be completed within a commercially reasonable period of time after discovery of the damage or losses by either the Lessee or Lessor. All repairs and / or replacement of damage and / or losses to the Demised Premises must be approved by and meet the reasonable satisfaction of the Lessor.

E. Excess (Umbrella) liability insurance, subject to a minimum limit of liability of \$5,000,000 per occurrence and in the aggregate. The excess (umbrella) liability coverage shall be written, at a minimum, on a follow form basis.

The City of Stamford and its employees, agents and officers shall be designated as additional insureds under the commercial general liability and excess liability insurance policies.

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 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 prior to commencement of occupancy of the Demised Premises or execution of the Lease. Other insurance coverages may be required by the City, which are predicated upon specific needs.

The Lessee agrees to waive any right of recovery against the City of Stamford and its employees, agents and officers for any claim, loss or damage of any kind or description whatsoever, which may or may not be covered under insurance required under this Lease except with respect to gross negligence of Lessor or its officers, agents and employees. All such insurance required under the Lease shall contain waivers of subrogation endorsements in favor of the Lessor 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 Lessor and its employees, agents and officers.

If, at any time, any of the said insurance policies shall be or become unsatisfactory to the City as to form or substance, in the reasonable discretion of the City, or if any insurance company shall become unsatisfactory to the City of Stamford, in the reasonable discretion of the City, the Lessee shall within a reasonable period of time after written notice obtain a new insurance policy, submit same to the Risk Manager of the Lessor for approval and submit a certificate thereof as hereinabove required. Upon failure of the Lessee to furnish, deliver or maintain same, this Lease, at the election of the Lessor, may forthwith be declared suspended, discontinued or terminated. Failure of the Lessee in the above 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.

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 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. 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.** Lessor shall not be liable for any injury or damage to person or property happening in or on the Demised 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 use and occupancy of the Demised Premises by the Lessee or the operation of the Programs. 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 acts or omissions of the Lessor, its officers, employees, and authorized agents acting on Lessor's exclusive behalf.

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, subject to the Lessee's right to bond and contest said lien, may upon thirty (30) days prior written notice pay the said lien provided that Lessor and Lessee reasonably determine 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. **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. 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 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.

28. **Lessor's Use of Broadcasting Facilities.** With respect to any matter of public safety, health, or welfare, specifically excluding political matters, the Lessee shall permit the Mayor or the Director of Safety, Health and Welfare, or their respective authorized representatives, to broadcast announcements, read press releases, or make any related statements; or, at the sole discretion of the Lessor, the Lessee shall additionally

broadcast written announcements, press releases, or any related statements concerning any of the foregoing matters. The Lessee shall make such announcements no less than two times per hour, when necessary. The Lessee shall not limit the amount of time devoted to the broadcast of such subject matters. The Lessee shall not be entitled to any compensation from the Lessor as a result of such services. The Lessee shall not be entitled to censor or edit any announcement, press release, or related statement prepared by the Lessor provided that Lessor agrees that all such announcements shall be subject to the requirements, conditions and restrictions applicable to Lessee's public and not for profit FCC license. Further, in the event of an emergency that causes Lessee to lose remote control of the WSTC transmitter or its audio feed to same, Lessee shall make the Demised Premises and use of all transmission equipment available to Lessor's Director of Safety, Health and Welfare for emergency communication.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Lease on the date and year first above written.

**CITY OF STAMFORD**

\_\_\_\_\_  
Print:

By: \_\_\_\_\_  
David R. Martin, Mayor  
Duly Authorized

\_\_\_\_\_  
Print:

**SACRED HEART UNIVERSITY,  
INCORPORATED**

\_\_\_\_\_  
Print:

By: \_\_\_\_\_  
John J. Pettilo, Ph. D, President  
Duly authorized

\_\_\_\_\_  
Print:

Approved as to Form:

Approved as to Insurance:

\_\_\_\_\_  
Chris Dellaselva  
Assistant. Corporation Counsel

\_\_\_\_\_  
Ann Marie Mones  
Risk Manager

STATE OF CONNECTICUT )  
 ) ss: Stamford , 2014  
COUNTY OF FAIRFIELD )

Personally appeared David R. Martin, Mayor of the City of Stamford, a signer and sealer of the foregoing instrument, who acknowledged the same to be his free act in his capacity as Mayor of the City of Stamford, before me.

**Notary Public**

My Commission Expires\_\_\_\_\_

[illegible]

Personally appeared the John J. Pettilo, Ph. D, President of Sacred Heart University, a signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed on behalf of Sacred Heart University, before me.

**Notary Public**

My Commission Expires\_\_\_\_\_