

DRAFT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into by and between CITY OF STAMFORD, a Connecticut municipality (the "Licensor"), with a principal place of business at 888 Washington Boulevard, Stamford, CT 06901, acting herein by David Martin, its Mayor, duly authorized and the STATE OF CONNECTICUT acting herein by and through its Commissioner of Department of Administrative Services (the "Licensee" or the "State") with an address of 165 Capitol Avenue, Hartford, Connecticut, 06106, pursuant to the authority conferred upon him/her pursuant to the provisions of the Connecticut General Statutes Section 4b-1, as revised.

WHEREAS, Licensor is the owner of the building and parking lot located at 137 Henry Street, Stamford, Connecticut (the "Property"); and

WHEREAS, Licensee desires to use Room 221 within the building containing 682 square feet and parking at the Property; and

WHEREAS, Licensor desires to provide enhanced constituent services to the residents of the City of Stamford.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. License. The Licensor hereby grants to the Licensee a temporary, non-exclusive license to enter over, across and upon the Property for the purpose of utilizing Room 221, a 682 square foot office shown on Exhibit A attached hereto and made a part hereof (the "License Area"), and six unreserved parking spaces in the Licensor's parking lot. The Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property or License Area.
2. Duties of Licensor. Licensor shall be responsible for management and operation of the License Area, including but not limited to, providing utilities, maintenance and repair as needed to keep the License Area in good working order and condition, lighting the parking lot, striping the parking spaces, snow and ice removal and sanding by 7:00 a.m. Tuesday through Saturday. If precipitation necessitating such work continues throughout a working day, even if intermittently, the Licensor must establish and maintain an open travel area for vehicles and clear walking paths to and from the License Area, at all time during the operating hours set forth in paragraph 5(a) below, and sanding and de-icing of all parking areas, walkways, sidewalks, stairs and ramps located in or appurtenant to the Property at the reasonable request of the Licensee.

3. Consideration.

(a) In consideration of the license granted by this Agreement, the Licensee shall pay the Licensor a fee of One (\$1.00) Dollar per year, payable in by the end of the calendar year, in arrears.

(b) Licensor will pay for all normal operating expenses in connection with the use of the License Area, including electricity, natural gas, janitorial, repairs and maintenance to the interior of the License Area, and any and all maintenance, repairs or replacements to the Heating, Ventilation and Air-Conditioning (HVAC) systems.

4. Term. The term of this Agreement shall be for five (5) years and will commence upon date this Agreement is approved by the Office of the Attorney General ("Commencement Date"). The Agreement will automatically renew for successive five-year terms unless and until terminated earlier by either party. Licensee and Licensor reserve the right to terminate this Agreement, in either party's sole discretion, at any time upon one hundred twenty (120) days prior written notice to the other party. Upon such termination, all rights, duties and obligations hereunder, except for those obligations which specifically survive the termination of this Agreement, shall be null and void, so that no party shall have any further rights, duties or obligations to any other, except as otherwise specifically provided herein or in the written notice of termination

5. Use.

a. Hours of use shall be 8:00AM to 7:00PM, five (5) days a week.

b. The Licensee shall use the License Area solely for the purposes permitted in this Agreement.

c. No dangerous explosives may be brought onto, stored or used on or in the License Area.

d. The Licensee shall not install any equipment or fixtures or make any alterations to the License Area without proper written consent from the Licensor.

6. Insurance.

a. Throughout the Term, Licensor shall maintain, at Licensor's sole cost and expense, a policy or policies of comprehensive general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the Licensee and Licensee's officials, agents and employees as additional insureds.

b. The Licensor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

c. Throughout the Term, Licensor also shall maintain, at Licensor's sole cost and expense, a policy or policies of standard fire and casualty insurance, including special form coverage, insuring the License Area against all risks of damage thereto, together with endorsements insuring against damage and other loss, costs and expenses due to earthquake, demolition, increased cost of construction, contingent liability associated with building laws and regulations, and, if any portion of the License Area is located is within a 100 year flood zone, also flood. The coverage limits for such insurance shall be not less than one hundred percent (100%) of the full replacement cost of the License Area and, in all events, in such amounts so that Licensor is not deemed a co-insurer of any loss, risk or damage covered thereby. The amount of casualty insurance maintained by Licensor shall in no way limit the Licensor's obligations to repair or reconstruct the License Area or any portion thereof following a casualty.

d. All insurance shall be written on an occurrence basis as opposed to "claims made" basis.

e. The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefor. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days prior notice of any cancellation or changes in coverage. Copies of insurance policies required of one party shall be provided to the other not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy.

f. Nothing herein shall preclude either party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, providing, however, that all liability insurance (other than insurance policies for garage-keeper's liability, workers compensation and employer's liability) maintained by Licensor shall name Licensee and Licensee's officials, agents and employees as additional insureds. Any insurance maintained by the Licensor hereunder shall be primary and non-contributory and not in excess of any other insurance maintained by Licensee and/or any other persons or parties. Any insurance maintained by Licensee shall be in excess of any and all insurance maintained by Licensor and shall not contribute with it.

g. The Licensor shall be fully and solely responsible for any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions under any policies maintained by Licensor in connection with the Property. None of the Licensor's insurers shall have any right of subrogation or recovery against Licensee or any of Licensee's officials, agents or employees, all of which rights are hereby waived by Licensor.

h. The liability of the Licensor to indemnify, defend and save and hold harmless the Licensee shall be effectively protected by insurance to the extent insurable. However, the limits of coverage of such insurance purchased by the Licensor shall not in any way limit, reduce or restrict the Licensor's obligation under any indemnification and save and hold harmless provisions stated in this Agreement.

i. The Licensor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

7. State Standard Provisions.

a. Definitions for terms as used in this Section:

- (i) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (ii) Contract: This Agreement.
- (iii) Contractor: The Licensor.
- (iv) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to perform under the Contract in any capacity.
- (v) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- (vi) State: The State of Connecticut, including any office, department, board, council, commission, institution or other agency or entity of the State.

b. Indemnification:

- (1) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of

the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

- (2)The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (3)The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (4)The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the acts giving rise to the claims.
- (5)The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the State. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- (6)The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (7)This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

c. Audit and Inspection of Plants, Places of Business and Records:

- (1) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (2) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (3) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (4) All audits and inspections shall be at the State's expense.
- (5) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (6) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (7) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

d. Whistleblowing: This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition

and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. Miscellaneous.

a. At the expiration or termination of this Agreement, the Licensee may continue to utilize the License Area on a month-to-month basis at the amount in effect during the previous term and subject to the same terms, conditions and covenants contained herein. Notwithstanding this provision, the Licensor shall not charge and the Licensee shall not pay an increase in the consideration unless the Licensor shall have provided the Licensee written demand of the increase at least 45 days prior to the requested effective date and such increase has been previously approved in writing by the State Properties Review Board.

b. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) as follows:

to the Licensee at: Commissioner of Administrative Services, Department of
Administrative Services, State Office Building, 165 Capitol
Avenue, Hartford, CT 06106

with a copy to: Department of Administrative Services, Leasing and Property
Transfer Unit, State Office Building, 165 Capitol Avenue, Room
G-1, Hartford, CT 06106

to the Licensor at : David Martin, Mayor
City of Stamford
888 Washington Boulevard
Stamford, CT 06901

c. This Agreement, whatever the circumstances, shall not be binding on the Licensor or Licensee unless and until approved by the Office of the Attorney General of the State of Connecticut and delivered to the Licensor.

d. This Agreement may not be modified except in writing signed by both the Licensor and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licensor or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licensor and the Licensee or an authorized representative of the Licensor or the Licensee, and approved by the Office of the Attorney General of the State of Connecticut.

e. The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the

State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

f. This Agreement shall not be recorded on the Land Records.

g. The failure of the Licensee to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

h. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Licensor's request, the Licensee shall provide a copy of these orders to the Licensor.

i. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Licensor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

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IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

CITY OF STAMFORD

Signed in the presence of:

By: _____
Name: David Martin
Title: Mayor
Duly Authorized

Date signed: _____

STATE OF CONNECTICUT

Signed in the presence of:

By: _____
Donald J. DeFronzo
Commissioner of Administrative Services
Duly Authorized

Date signed: _____

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STATE OF CONNECTICUT)
) ss: STAMFORD
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 2014, before me, the undersigned officer, personally appeared, David Martin, executed the foregoing Agreement as his free act and deed and the free act and deed of said City of Stamford.

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss: Hartford
COUNTY OF HARTFORD)

On this the _____ day of _____, 2014, before me, the undersigned officer, personally appeared Donald J. DeFronzo, Commissioner of the Department of Administrative Services, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

DRAFT

Accepted: DEPARTMENT OF MOTOR VEHICLES

By: _____

Melody A. Currey
Commissioner

Date signed: _____

Approved:

OFFICE OF POLICY AND MANAGEMENT:

By: _____

Benjamin Barnes
Secretary

Date signed: _____

Approved:

STATE PROPERTIES REVIEW BOARD

By: _____

Edwin S. Greenberg
Chairman

Date signed: _____

Approved:

GEORGE JEPSEN
ATTORNEY GENERAL

By: _____

Joseph Rubin
Associate Attorney General

Date signed: _____

DRAFT

EXHIBIT A

Department of Motor Vehicles
(Room 221 - 682 square feet)

