

INTEROFFICE MEMORANDUM

TO: Planning Board
Board of Finance
Board of Representatives

FROM: David Martin, Mayor *DM*

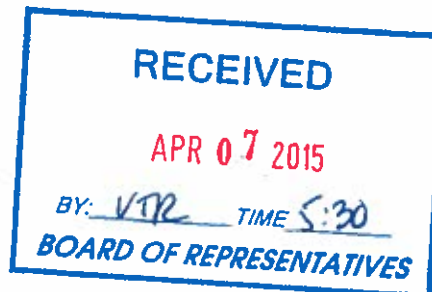
DATE: April 6, 2015

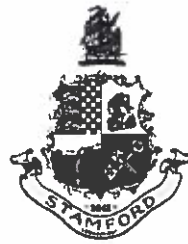
RE: Congressman Himes' Lease; 966 sq. ft. on 10th Floor

Please review the attached lease and advise your recommendation.

Thank you.

Enc.





CITY OF STAMFORD, CONNECTICUT
INTER-OFFICE CORRESPONDENCE

RECEIVED
APR 6 2015
MAYOR'S OFFICE

April 6, 2015

To: Mayor David R. Martin

From: Chris Dellaselva
Assistant Corporation Counsel

Re: Congressman Himes' Lease
966 sq. ft. on 10th Floor

Dear Mayor Martin,

Following this cover are three copies of the proposed lease of 966 square feet of office space on the 10th floor of Government Center to Congressman Himes. The lease does include a 2% rent increase. Please forward the lease along to the Planning Board, Board of Finance and the Board of Representatives for approval.

I have reviewed the lease and approved it as to form. There are no insurance requirements as Congress will not allow them. Please also note that the Congressional District Office Lease Attachment limits the liability of the Congressman and the House at ¶ 20.

Thank you in advance for your prompt attention to this matter. You may, of course, contact me at your convenience if I may be of any further assistance to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Dellaselva", written over a horizontal line.

Chris Dellaselva
Assistant Corporation Counsel

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 - 114th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

The City of Stamford, through David R. Merin, its duly authorized Mayor, with a principal office at 888 Washington Boulevard, Stamford, CT 06904

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and the Honorable James A. Himes, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 968 square feet of office space located at 888 Washington Boulevard, 10th Floor,

(Office street address)

in the city, state and ZIP code of Stamford CT 06904.

(Office city, state and ZIP)

2. **Lease Amenities.** Note that this checklist is for convenience only and the listed amenities are not required. However, the interior wiring of a CAT 5e or better and broadband internet access to the building will likely expedite the process for the office to be fully operational.

The Lease includes (please check any and complete all that apply):

Telephone Service Available. (interior wiring CAT 5e or better)

Broadband Internet Access to Building. (e.g., COMCAST, COX or like provider)

Parking. ___ no. of assigned parking spaces all no. of unassigned parking spaces

General off-street parking on an as available basis

Utilities. Includes: Heat, AC, fuel oil, water, sewer, electricity, garbage removal

Janitorial Services. Frequency: Daily

Trash Removal. Frequency: Daily

Carpet Cleaning. Frequency: _____

Window Washing. Window Treatments.

Tenant Alterations Included In Rental Rate.

After Hours Building Access.

Office Furnishings. Includes: _____

Cable TV Accessible. If checked, Included in Rental Rate Yes No

Building Manager. Onsite On Call Contact Name: Kevin Murray

Phone Number: 203-977-4329 Email Address: kmurray@stamford.ct.gov

3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2016 and ending January 2, 2017. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2017, which is the end of the constitutional term of the Congress to which the Member is elected.

4. **Rent.** The monthly rent shall be \$1,798.47, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

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5. **Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 114th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 114th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

Please see "Exhibit A", attached hereto, for additional terms and conditions between the parties.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease
(Page 3 of 3 – 114th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

City of Stamford
Print Name of Lessor/Landlord/Company

James A. Himes
Print Name of Lessee


By: _____
Lessor Signature
Name: David R. Martin
Title: Mayor

Lessee Signature

Date

Date

Approved as to Form:



Chris Deilaseiva
Asst. Corporation Counsel 4/6/2015

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment
(Page 1 of 4 – 114th Congress)

1. **Incorporated District Office Lease Attachment.** 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") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "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 (the "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. **Modifications.** 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 give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** 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 4 of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before 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. **Void Provisions.** 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.
7. **Certain Charges.** The parties agree that any charge 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.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the 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
(Page 2 of 4 – 114th Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 114th Congress, the Lease will be considered null and void.
10. **Early Termination.** 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-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** 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, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair 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, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

District Office Lease Attachment

(Page 3 of 4 – 114th Congress)

17. **Lessor Liability for Failure to Maintain.** 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 Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** 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. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** 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.
21. **Compliance with Laws.** 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), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** 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.
23. **Refunds.** 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.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** 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.
26. **Fair Market Value.** The Lease or Amendment 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).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment
(Page 4 of 4 – 114th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Stamford
Print Name of Lessor/Landlord

James A. Himes
Print Name of Lessee

By: _____
Lessor Signature
Name: David R. Martin
Title: Mayor

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?
Name Tyrone McClain Phone (202) 333-0800 E-mail tyrone.mcclain @mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment 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.

Exhibit A

A. **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, and the U.S. House of Representatives General Counsel.

B. **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.

C. **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 (except as provided by the District Office Lease Attachment attached hereto and made a part hereof), 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.

D. **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 Charter and Code of Ordinances of the City of Stamford.

E. 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.

F. 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.