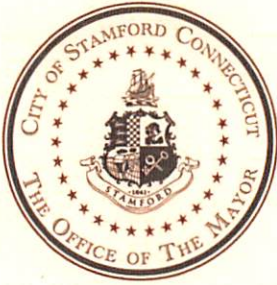


PR30.043

DAVID R. MARTIN
MAYOR
CITY OF STAMFORD, CONNECTICUT



TEL: 203 977 4150
FAX: 203 977 5845
E-MAIL: DMARTIN@STAMFORDCT.GOV

INTEROFFICE MEMORANDUM

TO: Planning Board
Board of Finance
Board of Representatives
DM

FROM: David R. Martin, Mayor

DATE: January 29, 2020

RE: License Agreement between the U.S. Coast Guard Auxiliary,
First Southern District and the City of Stamford:
Use of Cummings Park Marina Boat House

The attached copy of the License Agreement between the U.S. Coast Guard Auxiliary, First Southern District and the City of Stamford: Use of Cummings Park Marina Boat House is being submitted for your review and approval.

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

Thank you.

RECEIVED
FEB 06 2020
BOARD OF REPRESENTATIVES

MAYOR
DAVID R. MARTIN



CITY OF STAMFORD
OFFICE OF LEGAL AFFAIRS

888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CT 06904 - 2152
Tel: (203) 977-4081
Fax: (203) 977-5560

DIRECTOR OF LEGAL AFFAIRS
AND CORPORATION COUNSEL
KATHRYN EMMETT

DEPUTY CORPORATION COUNSEL
VIKKI COOPER

ASSISTANT CORPORATION COUNSEL
BARBARA L. COUGHLAN

CHRIS DELLASELVA

DANA B. LEE

AMY LIVOLSI

BURT ROSENBERG

MICHAEL S. TOMA



January 23, 2020

- Resend 1/29/2020

TO: Mayor David Martin

FROM: Chris Dellaselva

RE: License Agreement between the U.S. Coast Guard Auxiliary,
First Southern District and the City of Stamford:
Use of Cummings Park Marina Boat House

Dear Mayor Martin,

Following this cover are **three (3) copies** of the proposed License Agreement referenced above. The U.S. Coast Guard wishes to occupy the Cummings Park Marina Boat House, located at 508 Shippan Avenue, for use as office or meeting space. The License Term will be for a period of one (1) year, and will automatically renew for one (1) additional year every year thereafter unless terminated by either party. There will be no License Fee for the use of the building. The City will receive the benefit of a US Coast Guard presence in the Park.

The Lease Agreement requires the approval of the Planning Board, Board of Finance and Board of Representatives, in that order. I have approved the lease as to form and David Villalva has approved the insurance requirements. If agreeable please now forward this lease to those Boards in that order. **My office will forward two originals to you for signature after Board approvals.**

The business manager of this agreement is Kevin Murray. Please direct any questions regarding the License Agreement to Mr. Murray and invite Mr. Murray to all Board meetings. You may, of course, contact me at your convenience if I may be of further assistance to you.

Chris Dellaselva

Enc.

62:074 63 9 17

LICENSE AGREEMENT

between

**THE UNITED STATES COAST GUARD AUXILIARY FIRST SOUTHERN DISTRICT
FLOTILLA 7-4**

and

THE CITY STAMFORD

THIS LICENSE AGREEMENT dated the ____ day of _____, 2020, is by and between the **CITY OF STAMFORD**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut (hereinafter the "Licensor"), acting herein by David R. Martin, its duly authorized Mayor, and the **United States Coast Guard Auxiliary, First Southern District, Flotilla 7-4**, acting herein by Andrew L. Perlman, its duly-authorized Flotilla Commander (hereinafter the "Licensee")

WITNESSETH

WHEREAS, Licensor is the owner of that certain building commonly known as the Cummings Park Marina Boat House, 508 Shippan Avenue, Stamford, Connecticut, hereinafter the "Building";

WHEREAS, Licensee wishes to occupy the building for use as office or meeting space; and

WHEREAS, Licensor is willing to permit the occupancy of the Premises by Licensee pursuant to the terms and conditions of this License Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and of other good and valuable consideration, the receipt of which is hereby acknowledged, Licensor and Licensee agree as follows.

1. **Incorporation of Recitals**. The terms and conditions above are contractual in nature, not merely recitals, and are hereby incorporated into this License Agreement.
2. **Grant of License**. Licensor hereby grants to Licensee a temporary and revocable license for the use and occupancy of the Building commonly known as the Cummings Park Marina Boat House, 508 Shippan Avenue, Stamford, Connecticut, as depicted in Exhibits A1-A3 Licensed Premises, attached hereto, hereinafter the "Licensed Premises", upon the terms and conditions and for the uses and purposes hereinafter provided, except that the left bathroom on the south side of the Boat House shall be excluded from the Licensed Premises and retained by the Licensor for its own use.
3. **Term**. This License Agreement is effective on the date signed below by the Mayor of the City of Stamford and shall terminate one (1) year thereafter (the "License Term"). The License Term shall thereafter automatically renew for one (1) additional year every year on its anniversary unless terminated by either party as hereinafter provided. This License Agreement may be terminated at any time and for any reason by Licensor or Licensee upon thirty (30) days prior written notice of the effective date of termination. Upon termination of this License Agreement, Licensee shall immediately deliver vacant and broom clean possession of the Premises to Licensor.

4. **Hours of Operation.** Licensee's hours of operation at the Licensed Premises shall be limited to the normal hours of Cummings Park as set by the City of Stamford Director of Operations, unless an emergency is declared by the Governor of Connecticut, Mayor of Stamford, Stamford Director of Health or the Stamford Director of Operations.
5. **License Fee.** There shall be no license fee. The privilege granted by this License Agreement is without any consideration and is merely an accommodation to Licensee.
6. **Limitations of Grant and Licensee's Rights.** This License Agreement shall not, under any circumstances, constitute nor be construed as a lease of real property. Licensee is granted a temporary and revocable license to use and occupy the Premises, only, and shall have no real property interests or rights as a tenant, by law, equity, or otherwise, in or to the Premises.
7. **Indemnification.** Licensee, in the manner and to the extent provided by the Federal Tort Claims Act, as amended (28 United States Code Sections 2671-2680), shall be liable for and shall hold the Licensor harmless from claims for damage or loss of property, personal injury or death caused by the acts or omission of the Licensee, its members and employees, in the use of the Licensed Premises and its appurtenant facilities. The indemnification and holding-harmless set forth in this section shall survive the License Term. The Auxiliary is an agency of the United States Coast Guard by virtue of 14 USC 821 and 822, et seq.
8. **Condition of the Premises.** Licensee has examined and is familiar with the present condition of the Premises and agrees to accept the Premises, "As-Is", without representation or warranty by Licensor.
9. **Use, Maintenance and Utilities.**
 - (a) Licensee shall use the Premises for the sole purpose of: planning and coordinating officially assigned Coast Guard boat missions and patrols of the Stamford area waterways, harbors, marinas, U.S. Coast Guard authorized activities, such as, conducting monthly meetings, pre and post-mission crew briefings, deploying from this location for "Public Affairs" missions, flotilla training sessions and public education classes.
 - (b) Licensee shall, at its sole cost and expense, maintain the Licensed Premises in a neat and clean condition consistent with the standards required by Licensor. Neither Licensee nor Licensor shall be responsible for the repair or maintenance of the Licensed Premises or common areas, if any, including the foundation, floors, roof, windows, exterior walls and all structural, electrical, mechanical and plumbing systems, equipment and fixtures serving the Licensed Premises and common areas, except for damage caused by the negligence or intentional acts of Licensee, for which the Licensee shall be responsible.
 - (c) Licensor shall provide the following services and utilities at no cost to the Licensee: (i) Heat; (ii) Electricity; (iii) Water and sewer; and (iv) Garbage removal. Any services or other charges not stated above shall be the Licensee's sole responsibility. Licensee shall maintain an interior Building temperature between 55 and 68 degrees Fahrenheit.
10. **Personal Property.** All of the Licensee's personal property of every kind and description, which may at any time be present in the Licensed Premises, shall be at the Licensee's sole risk with respect to loss by theft, except when due to the Landlord's negligence.
11. **Insurance.** Licensee shall provide the Licensor with a copy of a Directors Liability Letter addressed to the City of Stamford from the Director of the Coast Guard Auxiliary.

12. Default. If Licensee shall be in default of the terms and conditions of this License Agreement, the License granted hereunder shall terminate, effective immediately, and Licensor may re-enter the Premises, upon thirty (30) prior days written notice, in accordance with the provisions under Paragraph 3 herein, and may repossess the Premises and remove any and all of Licensee's property therefrom. Licensor may also pursue any and all remedies available to it in law and equity.

13. Remedies of Licensee. The Premises are being furnished by Licensor without warranty of any sort whatsoever. Licensee's sole remedy hereunder is limited to the termination of this License Agreement.

14. Improvements to the Premises. The Licensee may install and remove furniture, telephone and electrical equipment at its sole expense. Licensee shall make no other improvements to the Licensed Premises without the written approval of the City of Stamford Director of Operations.

15. Restrictions on Transfer. Licensee shall not, either voluntarily or by operation of law, assign, encumber, or otherwise transfer this License or any interest herein, or sublet the Premises or any part thereof, or permit the Premises to be occupied by anyone other than Licensee or Licensee's employees.

16. Entry by Licensor. Licensor may, upon reasonable notice (which shall not be required in the event of an emergency), enter the Premises at all reasonable times to (i) inspect the same, (ii) exhibit the same to prospective purchasers, tenants, mortgagees or licensees, (iii) determine whether Licensee is complying with all of its obligations under this License (iv) supply janitorial and other services, and (v) make repairs or improvements in or to the Building or the Premises, provided, however, that all such work shall be done as promptly as reasonably possible and so as to cause as little interference to Licensee as reasonably possible.

17. Brokers. Licensor and Licensee represent and warrant to the other that neither party has dealt with any person or real estate broker in respect to this License Agreement or the Premises.

18. Miscellaneous Provisions.

(a) Entire Agreement. This License Agreement contains all of the agreements and understandings relating to the licensing of the Licensed Premises and the obligations of Licensor and Licensee in connection therewith. Licensor has not made, and Licensee is not relying upon, any warranties, or representations, promises or statements, except as expressly set forth herein. This License supersedes any and all prior agreements and understandings between Licensor and Licensee and alone expresses the agreement of the parties.

(b) Amendments. This License Agreement shall not be amended, changed or modified in any way unless in writing executed by Licensor and Licensee.

(c) Force Majeure. Licensor shall incur no liability to Licensee with respect to, and shall not be responsible for any failure to perform, any of Licensor's obligations hereunder if such failure is caused by any reason beyond the control of Licensor including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, or failure or disruption of utility services. The amount of time for Licensor to perform any of Licensor's obligations shall be extended by the amount of time Licensor is delayed in performing such obligation by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences.

(d) Governing Law; Jurisdiction. This License Agreement shall be governed by, and construed in accordance with Federal law and the laws of the State of Connecticut and the parties hereto hereby waive any choice of law provisions that may be contained therein. The parties agree to submit all disputes arising under

this License Agreement to the State Superior Court in Stamford, Connecticut, or the Federal District Court in Bridgeport, Connecticut.

(e) Severability. In the event any provision of this License Agreement is found to be unenforceable, the remainder of this License shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

(f) Captions. All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this License.

(g) Approvals. This License Agreement is subject to the approval of the City of Stamford's Parks and Recreation Commission, Harbor Management Commission, Planning Board, Board of Finance, Board of Representatives and Mayor. This License Agreement is also subject to approval by Coast Guard Auxiliary District Staff Officer for Legal.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date written above.


**LICENSOR,
CITY OF STAMFORD**

By: _____
David R. Martin, Mayor

**LICENSEE,
UNITED STATES COAST GUARD AUXILIARY
FIRST SOUTHERN DISTRICT FLOTILLA 7-4**

By: 
Andrew L. Perlman, Flotilla Commander

Approved as to Form

By:  1/13/20
Chris Dellaseva
Assistant Corporation Counsel

Approved as to Insurance

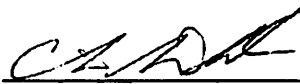
By: 
for David Villalva
Risk Manager

EXHIBIT A1

(CUMMINGS PARK MARINA BOAT HOUSE MAP 1)

Google Maps Cummings Park
Cummings Marina Boat House



EXHIBIT A2

(CUMMINGS PARK MARINA BOAT HOUSE MAP 2)

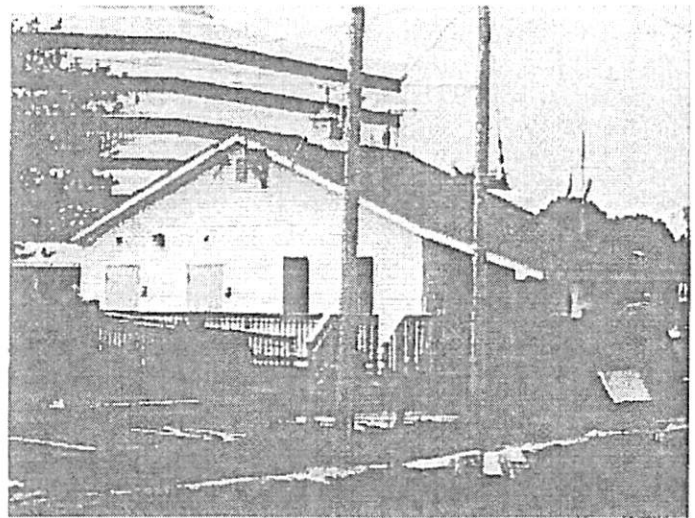
Google Maps Cummings Park
Cummings Marina Boat House



EXHIBIT A3

(CUMMINGS PARK MARINA BOAT HOUSE BUILDING DETAIL REPORT)

Entity: STAM CITY OF STAMFORD
Site: 095 CUMMINGS PARK BEACH
Building: 100 MARINA BUILDING
SHIPPAN AVENUE
STAMFORD, CT 06901
Department: 2138 MARINA FUND
Year Built: 1994 Year Acquired:
Nbr. of Stories: 1 Square Footage: 600
Basement: NO Adds/Renovations:
Occupancy: GPPS PARK SHELTER - ENCLOSED
Frame Type: WD WOOD
ISO Class: 1 FRAME/COMBUSTIBLE
GPS Latitude: 41°02.437N
GPS Longitude: 073°31.219W
Flood Zone:
Fire Protection: NONE



GENERAL BUILDING CHARACTERISTICS

Exterior Walls: VINYL SIDING ON STUDS,
Roofing: ASPHALT SHINGLES,
Foundation: CONCRETE FOUNDATION WALLS, CONCRETE FOOTING FOUNDATION
Floor Finish: CARPETING,
Ceiling Finish: DRYWALL,
Partitions: WOOD PANELING ON STUDS,

Services: ELECTRICAL
PLUMBING
HEATING - FORCED WARM AIR
AIR CONDITIONING - UNIT
Features: BUILT-INS (CABINETS, LOCKERS, BOOKCASES)
WINDOW TREATMENTS
RAILINGS
GRATING

VALUATION CONCLUSIONS

Replacement Cost New:	62,000
Exclusion Amount:	3,100
Replacement Cost Less Exclusions:	58,900
Contents Value:	3,700
Replacement Cost Less Exclusions:	58,900
Contents Value:	3,700
Total Insurable Value:	62,600

Notes: