

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN

Resolution No. 2929

Authorizing the execution of a lease with Meriter Hospital for the use of an apartment unit at Brittingham Apartments, located at 755 Braxton Place, for the purpose of providing health support services for public housing residents.

Presented January 14, 2010
Referred _____
Reported Back _____
Adopted January 14, 2010
Placed on File _____
Moved By Kevin O'Driscoll
Seconded By Julia Kerr
Yeas 6 Nays 0 Absent 1
Rules Suspended _____

Preamble

Meriter Hospital desires to lease one of the apartment units at the CDA-owned Brittingham Apartments, located at 755 Braxton Place, so that it may provide health support services to public housing residents. The execution of the lease will be contingent upon the approval of a CDA request to the U.S. Department of Housing and Urban Development ("HUD") to deprogram such apartment unit.

NOW, THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the execution of a lease ("Lease") between the CDA and Meriter Hospital ("Lessee") for Apartment B102 of Brittingham Apartments (the "Program Premises"), located at 755 Braxton Place, to provide health support services to public housing residents, on the following terms and conditions:

1. Term. The Lease shall be effective upon the date of execution by the parties and may be terminated upon 30 days notice given by either party.
2. Rent and Use. No rent shall be payable by Lessee under the Lease. The CDA will contribute the Program Premises and some supplies and maintenance in exchange for Lessee's provision of health support services, including monitoring medical problems, providing health education and foot care, and loaning durable medical equipment.
3. Indemnification and Insurance.
 - a. Lessee shall furnish proof of insurance as follows: (a) Commercial General Liability and Medical Malpractice insurance, including coverage for contractual liability, covering as an insured Lessee and naming the CDA as an additional insured, with limits no less than \$1,000,000 per occurrence; (b) Automobile Liability with a combined single limit of at least \$1,000,000; and (c) statutory Workers' Compensation insurance and Employers Liability coverage with limits of \$100,000/\$500,000/\$100,000. As evidence of the above listed coverages, a Certificate of Insurance identifying the Lease shall be forwarded to the City Comptroller, Attention: Risk Manager, 210 Martin Luther King Jr. Blvd., Room 406, Madison WI 53703-3345, prior to the beginning of work under the Lease. Upon request, Lessee agrees to provide certified copies of the above policies.
 - b. Lessee shall be liable and shall indemnify, defend, and hold harmless the CDA, the City of Madison, and their officers, officials, agents and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the CDA, the City, or their agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by, or resulting from Lessee's acts or omissions in the performance of the Lease, whether caused by or contributed to by the negligence of the CDA, the City, or their officers, officials, agents, or employees.

4. Non-Discrimination. In the performance of work under the Lease, Lessee shall not discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less-than-honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Lessee also shall not discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under the Lease because of race, religion, color, age, disability, sex, or national origin.

5. CDA's Responsibilities
 - a. CDA staff will do the routine cleaning of the Program Premises' bathroom and of the common areas.
 - b. CDA shall pay for utilities serving the Program Premises, including heat, water, and air conditioning, but excluding telephone, cable and computer line services.
 - c. CDA shall provide a reasonable amount of toilet paper and paper towels for the Program Premises.

6. Lessee's Responsibilities
 - a. Lessee shall maintain the Program Premises in a neat, orderly condition and shall provide all furniture and equipment to be used by Lessee in the Program Premises.
 - b. Lessee shall occupy and use the Program Premises in a safe manner, without committing waste, without contravening the CDA's insurance policies, without creating a nuisance, and without permitting unreasonable sounds, odors, or smoke to be discharged within the Program Premises.
 - c. Lessee shall exercise all caution and appropriate methods of disposal in handling refuse and any infectious waste.
 - d. Lessee shall pay for any telephone, cable or computer line service to Program Premises.
 - e. At no time will Lessee be asked or required to provide housing management services or be used as a vehicle to represent housing management.
 - f. Lessee's staff who work at the Program Premises shall not be allowed to volunteer in any capacity outside the scope of their job description at the Program Premises or affiliated sites.

BE IT FURTHER RESOLVED, that the execution of the Lease is contingent upon the approval of the U.S. Department of Housing and Urban Development to deprogram the Apartment B102 of Brittingham Apartments.

BE IT STILL FURTHER RESOLVED, that the Chair and Executive Director of the CDA are authorized to execute any and all documents necessary for the completion of this transaction.