

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON, WISCONSIN

Resolution No. 4139

Authorizing the execution of a lease with Ryan Bros. Ambulance, Inc. 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 July 9, 2015
Referred
Reported Back
Adopted July 9, 2015
Placed on File
Moved By Daniel Guerra
Seconded By Sara Eskrich
Yeas 7 Nays 0 Absent 0
Rules Suspended

Preamble

Ryan Bros. Ambulance, Inc. 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.

NOW, THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the execution of a lease ("Lease") between the CDA and Ryan Bros. Ambulance, Inc. ("Lessee") for Apartment B102 (the "Program Premises") of Brittingham Apartments (the "Building"), 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. Program Premises. The CDA shall lease the Program Premises to the Lessee on a non-exclusive basis, together with the nonexclusive use in common with others entitled thereto of the "Common Areas" described in Paragraph 4.
3. Rent and Use. No rent shall be payable by Lessee under the Lease. The CDA will contribute for the Program Premises some supplies, utilities, limited janitorial services and maintenance in exchange for the Lessee's provision of monitoring of medical problems, health education, foot care, vital sign assessments, blood glucose monitoring, wound checks, E/N/T exams, advance care directive assistance, referrals to emergency detention, and non-emergency transportation to an emergency detention facility.
4. Common Areas. The term "Common Areas" is defined as the parking area, sidewalks, driveway, interior hallways, stairwell, and all other areas or improvements which may be provided by the CDA for the common use or benefit of occupants of the Building.

5. Indemnification and Insurance.

- a. The 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 the Lessee and naming the CDA, the City of Madison, and their officers, officials, agents and employees as additional insureds, with limits no less than \$1,000,000 per occurrence and applying on a primary and non-contributory basis; (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 of Madison Finance Department, 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, the Lessee shall provide certified copies of the above policies.
- b. The Lessee shall be liable to and agree to 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 officers, officials, 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. Negligence on the part of the CDA and/or City shall not relieve the Lessee of its obligations under this paragraph.

6. Non-Discrimination. In the performance of the services under the Lease, the Lessee shall not discriminate against any employee or applicant 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, gender identity, political beliefs or student status. The Lessee further 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, sexual orientation, gender identity or national origin.

7. CDA's Responsibilities

- a. The CDA shall make available the Program Premises during the term of the Lease.
- b. The CDA staff will provide routine cleaning of the Program Premises' bathroom and of the Common Areas.
- c. The CDA shall pay utilities including electricity, heat, water, and air conditioning.
- d. The CDA shall provide a reasonable amount of toilet paper and paper towels for the Program Premises.

8. Lessee's Responsibilities

- a. The Lessee shall provide community paramedics and/or other personnel to provide, at a minimum, the following services: (a) monitoring of medical problems, (b) health education, (c) foot care, and (d) community paramedic care as set forth in the Community Paramedic Proposal General Service Agreement attached as Exhibit A (collectively, the "Services"). The Lessee shall provide these services to residents of the Building, and other CDA residents residing in these other buildings at the "Triangle" housing site: 604-762 Braxton Place (even

numbers), 245 S. Park Street, 802-824 W. Washington Avenue (even numbers) and 201 S Park Street.

- b. Service Schedule: The Lessee will provide the Services at the Building for all CDA Triangle residents initially for 8 hours per week beginning June 9, 2015, with the option to expand up to 40 hours per week as space becomes available and services are needed upon agreement between the CDA and the Lessee. The Services will be provided during reasonable and customary hours and shall not include weekends or holidays.
- c. The Lessee shall maintain the Program Premises in a neat, orderly condition and shall provide any equipment and additional furniture needed to be used by the Lessee in the Program Premises.
- d. The Lessee agrees to occupy and use the Program Premises in a safe manner. Such use shall be consistent with, but is not limited to, a prohibition on the following activities within the Program Premises:
  - i. committing waste,
  - ii. contravening the CDA's insurance policies,
  - iii. creating a nuisance, and
  - iv. permitting unreasonable noise, sounds, odors, or smoke to be discharged.
- e. The Lessee agrees to exercise all caution and appropriate methods of disposal in handling refuse and any infectious waste, in compliance with all applicable laws.
- f. The Lessee shall pay for any telephone, cable or computer line service to Program Premises.
- g. At no time will the Lessee be asked or required to provide housing management services on behalf of the CDA, or be used as a vehicle to represent the CDA or the CDA's housing management. The Lessee's personnel will be directed exclusively by the Lessee and the CDA shall not direct, request or otherwise solicit the Lessee's personnel to perform tasks for the CDA on CDA Properties.
- h. The Lessee's staff working at the Program Premises shall not "volunteer" in any capacity outside the scope of their job description at the Program Premises or affiliated sites.

## 9. Termination

- a. The CDA shall have the right, at its sole option, to terminate the Lease, reenter and take possession of the Program Premises under the following conditions:
  - i. By giving the Lessee a minimum of fifteen (15) days written notice of termination in the event the Lessee defaults in the performance of any term or condition of the Lease. Notwithstanding the foregoing, if such default is not considered by the CDA to be a health or safety violation and cannot, because of the nature of the default, be cured within said fifteen (15) days, then the Lessee shall be deemed to be complying with such notice if, promptly upon receipt of such notice, the Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within an additional period of time as determined by the CDA.
  - ii. In the event that the Lessee fails to maintain insurance as required by the Lease, the CDA may elect to: (a) immediately terminate the Lease and cause the removal of all personal property installed upon the Program Premises at the sole expense of the

Lessee; or (b) purchase or pay for any insurance coverage required by the Lease and charge the Lessee the cost of same as additional rent. Any amount paid by the CDA hereunder shall be repaid by the Lessee to the CDA upon demand, together with interest thereon at the rate of twelve percent (12%) per annum.

iii. Immediately, upon little or no notice to the Lessee, in the event of imminent danger to persons or property.

b. Either party may terminate the Lease by giving the other party a minimum of thirty (30) days written notice of termination.

BE IT STILL FURTHER RESOLVED, that Agustin Olvera, Director, and Sally Jo Spaeni, Property Manager, of the CDA's Housing Operations Division are authorized to execute any and all documents necessary for the completion of this transaction.