



Legislation Text

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File #: 33354, Version: 1

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**Fiscal Note**

No fiscal or budgetary impact.

**Title**

Authorizing the Mayor and City Clerk to execute a Fourth Amendment to Sublease pertaining to the City's sublease of space to Dane County Parent Council, Inc. (a/k/a Head Start) within the South Madison Health & Family Center located within The Village on Park.

**Body**

WHEREAS, the Community Development Authority ("CDA") owns The Village on Park (f/k/a the Villager) located at 2202-2328 South Park Street (the "VOP"); and

WHEREAS, the City of Madison ("City") is the lessee of approximately 36,500 square feet of space within the VOP for the South Madison Health & Family Center (the "Premises"), pursuant to that certain lease with the CDA dated February 1, 1995; and

WHEREAS, pursuant to a Sublease dated November 3, 1995, as later amended, the City is subleasing approximately 12,357 square feet of rentable space (the "Subleased Premises") located within the Premises to Dane County Parent Council, Inc. ("Head Start"); and

WHEREAS, the term of the Sublease is scheduled to expire on June 30, 2014; and

WHEREAS, Head Start desires to extend the term of its Sublease to June 30, 2015, and such extension is acceptable to CDA staff and the Office of Real Estate Services.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute on behalf of the City, as the sublessor, a Fourth Amendment to Sublease with Dane County Parent Council, Inc. ("Head Start") on the following terms and conditions:

1. The terms "Center" and "Villager" defined in and used throughout the Sublease shall be replaced with the term "The Village."
2. Exhibit A to the Lease shall be deleted and replaced with attached Exhibit A (Revised 2012).
3. The term of the Sublease shall be extended to June 30, 2015.
4. The Maintenance provision of the Sublease shall be amended to provide that the City shall provide janitorial service for the Common Areas of the SMHFC and the Sublessee shall be solely responsible for janitorial service for the Subleased Premises.
5. The Insurance and Indemnification provisions of the Sublease shall be updated as follows:

Insurance.

(a.) Insurance by the Sublessee. The Sublessee shall obtain, at the Sublessee's expense, beginning on the Commencement Date, and shall maintain through the expiration or termination of this Sublease, the following insurance coverages:

i. Commercial General Liability. The Sublessee shall carry commercial general liability insurance covering as insured the Sublessee and naming the Owner, the City, and their officers, officials, agents and employees as additional insureds, with a minimum limit of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of this Sublease. As evidence of this coverage, the Sublessee shall furnish the City with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, the Sublessee shall also provide copies of additional insured endorsements or policy. If the coverage required above expires while this Sublease is in effect, the Sublessee shall provide a renewal certificate to the City for approval.

ii. Property Insurance. It shall be the Sublessee's responsibility to insure any and all of its personal property, fixtures, furnishings, equipment and any other such items kept on or about the Subleased Premises.

iii. Other. All other insurance, if any, customarily maintained by businesses of like type or required by any ordinance, law, or governmental regulation to be carried or maintained by the Sublessee.

(b.) Insurance by the City. The Owner or the City shall maintain adequate liability insurance for the SMHFC throughout the term, and any extensions thereof, of this Sublease. The Owner or the City shall maintain property insurance coverage on The Village.

(c.) Insurance Policies. Insurance required of the Sublessee under Paragraph 17.a. shall be written by companies duly qualified to do business in the State of Wisconsin and shall be satisfactory in all respects to the City. The Sublessee shall not do or permit anything to be done which will invalidate the insurance policies furnished by the Sublessee or the City pursuant to Paragraphs 17.a. and 17.b.

(d.) Indemnification. The Sublessee shall be liable to and hereby agrees to indemnify, defend and hold harmless the Owner, the City, 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 Owner, the City or their officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting there from, 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 the acts or omissions of the Sublessee and/or its officials, officers, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Sublease, whether caused by or contributed to by the negligent acts of the Owner, the City, or their officers, officials, agents, and employees.

6. The Non-Discrimination provision of the Sublease shall be updated as follows:

Non-Discrimination in Employment. In the performance of the services under this Sublease, the Sublessee agrees not to 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 Sublessee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Sublease because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

7. All other provisions of the Sublease which are not inconsistent with the amended terms set forth herein shall remain unchanged and in full force and effect.