



## Legislation Details (With Text)

**File #:** 24650      **Version:** 2      **Name:** 9775 Porchlight Space Use Agmt  
**Type:** Resolution      **Status:** Passed  
**File created:** 11/21/2011      **In control:** BOARD OF ESTIMATES (ended 4/2017)  
**On agenda:** 12/13/2011      **Final action:** 12/13/2011  
**Enactment date:** 12/16/2011      **Enactment #:** RES-11-01004  
**Title:** SUBSTITUTE Authorizing the execution of a Space Use Agreement with Porchlight, Inc. allowing for the operation of a daytime resource center for homeless individuals and families at the City-owned building located at 754 East Washington Avenue.  
**Sponsors:** Bridget R. Maniaci

### Indexes:

### Code sections:

**Attachments:** 1. 9775 exhibit.pdf, 2. VERSION 1 Master05-Dec-2011-10-56-29.pdf, 3. Registration Forms from Common Council meeting 12-13-11.pdf

Date	Ver.	Action By	Action	Result
12/13/2011	2	COMMON COUNCIL	Adopt	Pass
12/5/2011	2	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
11/29/2011	1	COMMON COUNCIL	Referred	
11/21/2011	1	Economic Development Division	Referred for Introduction	

### Fiscal Note

Porchlight will be responsible for all operating expenses, including utilities, janitorial services, and trash disposal. There may be some incidental City expenses for building repair and maintenance associated with holding the property, consistent with other properties the City owns.

### Title

SUBSTITUTE Authorizing the execution of a Space Use Agreement with Porchlight, Inc. allowing for the operation of a daytime resource center for homeless individuals and families at the City-owned building located at 754 East Washington Avenue.

### Body

WHEREAS, the City is the owner of the property located at 754 East Washington Avenue, Madison, Wisconsin; and

WHEREAS, Porchlight, Inc. desires to use a portion of the building located on said property as a daytime resource center for homeless individuals and families, and the City desires to allow Porchlight such use.

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the Mayor and City Clerk to enter into a Space Use Agreement ("Agreement") with Porchlight, Inc. ("Porchlight") allowing Porchlight to operate a daytime resource center for homeless individuals and families at the City-owned building (the "Building") located at 754 East Washington Avenue (the "Property"), on the following general terms and conditions:

1. Porchlight shall have the right to occupy and use the former showroom space of the Building, comprised of approximately 5,300 square feet (the "Premises").

2. The term of the Agreement shall be month-to month, commencing on the date of execution of the Agreement by the Mayor and shall continue until terminated as provided in Paragraphs 11 or 12.
3. Porchlight will occupy and use the Premises solely for operating a daytime resource center for homeless individuals and families. Such operation shall be supervised at all times by Porchlight's paid or volunteer staff members. Porchlight's permitted hours of operation shall be 8:00 a.m. to 5:00 p.m. Sunday through Saturday. The days and hours of operation may be modified upon agreement of the parties.
4. No rent or security deposit shall be payable by Porchlight.
5. Porchlight shall not assign the Agreement nor sublet the Premises, or any portion thereof, without the prior written consent of the City, which consent the City may withhold in its sole discretion.
6. Porchlight's maintenance responsibilities shall be as follows:
  - a. Porchlight accepts the Premises in "as-is" condition. Any modifications to the Premises by Porchlight shall be subject to the prior written approval of the City and shall be at Porchlight's sole cost and expense.
  - b. Porchlight shall pay for all utilities serving the Building, including heat, electricity, sewer, water, telephone and data service.
  - c. Porchlight shall be responsible for its own janitorial services within the Premises.
  - d. Porchlight shall be responsible for the removal and disposal of trash from the Premises.
  - e. Porchlight shall be responsible for clearing snow and ice from the entryways to the Premises.
  - f. ~~Porchlight, its employees, volunteers and invitees shall be permitted to park vehicles in the parking lot on the Property during Porchlight's permitted hours of operation. Porchlight shall be responsible for any needed snow and ice removal from the parking lot.~~
  - g.f. Porchlight shall be responsible for keeping the Premises secure. All property belonging to Porchlight, its employees, agents and invitees shall be there at the risk of Porchlight or other person only, and the City shall not be liable for damage thereto nor theft or misappropriation thereof.
  - h.g. No cooking shall be done or permitted by Porchlight in the Premises, except that the preparation of coffee, tea, hot chocolate and other beverages, and the use of a microwave oven shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state and municipal laws, codes, ordinances, rules, and regulations.
7. The City's maintenance responsibilities shall be as follows:
  - a. The City shall be responsible for maintenance and repair of the Building.
  - b. The City shall be responsible for snow and ice removal from the public sidewalks serving the Property.
8. Porchlight shall be liable to and agree to indemnify, defend and hold harmless the City, and its 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 City or its 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 the acts or omissions of Porchlight or its officers, officials, officers, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees.

9. Porchlight shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the City's Risk Manager: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name the City as an additional insured. As evidence of this coverage, Porchlight shall furnish to the City a certificate of insurance on a form provided by the City.
10. Porchlight shall represent and warrant that its use of the Premises will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable federal, state or local law, regulation or rule. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease, or damage to or loss of use of real or personal property.
11. In the event of Porchlight's default under the Agreement and Porchlight's failure to cure the same within five (5) days after the City gives Porchlight written notice thereof, the City, in addition to all other rights and remedies accorded by law or in the Agreement, shall have the right to immediately terminate the Agreement and remove Porchlight from the Premises.
12. Either party shall have the right to terminate this Agreement, at its sole discretion, upon thirty (30) days written notice to the other party.
13. The City or its representatives shall have the right to enter upon the Premises at any time for the following purposes:
  - a. To make any inspection it may deem expedient to the proper enforcement of any term or condition of the Agreement or to perform needed repairs.
  - b. To show the Premises to a prospective buyer or contractor.
14. Porchlight shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Property.