



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 31876

File ID: 31876

File Type: Resolution

Status: Report of Officer

Version: 1

Reference:

Controlling Body: BOARD OF ESTIMATES

File Created Date : 10/09/2013

File Name: 10095 Use Agreement Library Foundation

Final Action:

Title: Authorizing the execution of a Space Use Agreement with Madison Public Library Foundation, Inc. for the Foundation's use of office space at the Central Library located at 201 W. Mifflin Street.

Notes:

CC Agenda Date: 11/19/2013

Agenda Number: 1.

Sponsors: Michael E. Verveer

Effective Date:

Attachments: 10095 Exhibit A 10-8-13.pdf

Enactment Number:

Author: Heidi J. Fischer, Real Estate Agent

Hearing Date:

Entered by: afreedman@cityofmadison.com

Published Date:

Approval History

Version	Date	Approver	Action
1	10/09/2013	Daniel Bohrod	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	10/09/2013	Referred for Introduction				
	Action Text:		This Resolution was Referred for Introduction				
	Notes:		Board of Estimates, Madison Public Library Board				
1	COMMON COUNCIL	10/15/2013	Referred	BOARD OF ESTIMATES		11/11/2013	
	Action Text:		This Resolution was Referred to the BOARD OF ESTIMATES				
	Notes:						
1	BOARD OF ESTIMATES	10/15/2013	Refer	MADISON PUBLIC LIBRARY BOARD			
	Action Text:		This Resolution was Refer to the MADISON PUBLIC LIBRARY BOARD				

Notes:

1 BOARD OF ESTIMATES 11/11/2013 RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER Pass

Action Text: A motion was made by Schmidt, seconded by Clausius, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.

Notes:

1 MADISON PUBLIC LIBRARY BOARD 11/14/2013

Text of Legislative File 31876

Fiscal Note

Annual User Fee of \$5,000 will be deposited into Account No. SL18-76235-181110.

Title

Authorizing the execution of a Space Use Agreement with Madison Public Library Foundation, Inc. for the Foundation's use of office space at the Central Library located at 201 W. Mifflin Street.

Body

WHEREAS, in 1993, the Madison Public Library Foundation ("MPLF") was established in the spirit of public/private partnership with the City of Madison to provide resources and financial support to extend and improve library services and collections, and to make Madison's libraries more comfortable and welcoming for all; and

WHEREAS, MPLF was established to assist in filling the financial gap between appropriated City funds and the ever-rising costs of Library resources and services; and

WHEREAS, MPLF desires to occupy and use certain space within the remodeled Central Library at 201 W. Mifflin Street for general office purposes directly related to the mission of MPLF; and

WHEREAS, the Madison Public Library supports MPLF's use of such space; and

WHEREAS, the terms of a Space Use Agreement have been negotiated between MPLF and staff from the Madison Public Library and Office of Real Estate Services.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the City Clerk are hereby authorized to execute a Space Use Agreement ("Agreement") allowing for use by Madison Public Library Foundation, Inc. ("MPLF") of certain office space at the Central Library located at 201 West Mifflin Street (the "Building"), on the following terms and conditions:

1. MPLF shall have the exclusive right to occupy and use office space consisting of approximately 657 square feet located on the third floor of the Building (the "Premises"), together with the use of common areas located within the Building. The Premises will be occupied and used by employees and volunteers of MPLF for general office purposes directly related to the mission of MPLF. The Premises are depicted on attached Exhibit A.
2. The Agreement shall be for a term of approximately one (1) year, beginning as of August 5, 2013 and expiring at midnight on July 31, 2014. The Agreement shall automatically continue for successive terms of one year, unless terminated earlier in accordance with the terms thereof.

3. MPLF shall pay to the City a "User Fee" of Five Thousand and no/00 Dollars (\$5,000.00) per annum.
4. In the event of MPLF's default under the Agreement and MPLF's failure to cure the same within five (5) days after the City gives MPLF 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 MPLF from the Premises.
5. Either party shall have the right to terminate the Agreement, at its sole discretion, upon thirty (30) days written notice to the other party.
6. In the event MPLF shall continue to occupy or use the Premises after the termination of the Agreement, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as provided therein except that a User Fee equal to one-twelfth (1/12) of the annual User Fee shall be paid monthly in advance, and in no event shall the tenancy be deemed to be year to year.
7. MPLF shall be responsible for the following:
 - a. Maintenance of any personal property installed in the Premises.
 - b. All telephone and tele-data connection services, including installation and maintenance.
 - c. Insuring all MPLF-owned personal property placed in the Premises and shall maintain general liability insurance coverage in an amount not less than \$1,000,000 per occurrence for its activities when those activities pertain to the performance of the Agreement.
 - d. Keeping the Premises secure. All property belonging to MPLF, its staff and volunteers, shall be there at the risk of MPLF, and the City shall not be liable for damage thereto nor theft or misappropriation thereof.
 - e. Cost and expenses of repairs/replacements required by reason of acts or omissions of MPLF, its staff, volunteers, invitees, vendors, licensees or contractors.
8. The City shall be responsible for the following:
 - a. Maintenance and repair of the Premises, except as otherwise provided in Paragraph 7.
 - b. The following utility services: heat, air conditioning, electricity, sewer, storm water and water.
 - c. Janitorial services to the Premises.
 - d. Maintaining adequate liability insurance for the Premises and the property throughout the term, and any extensions thereof, of the Agreement. The City agrees to maintain sufficient property insurance coverage to protect the City.
9. MPLF shall not assign the Agreement nor sublet the Premises or any part thereof.

10. MPLF shall be liable to and shall 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 MPLF or its officers, officials, agents, employees, assigns, guests, invitees, volunteers, or subcontractors, in the performance of the Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or employees.
11. MPLF 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 and apply on a primary and noncontributory basis. As evidence of this coverage, MPLF shall furnish to the City a certificate of insurance on a form provided by the City.
12. MPLF shall represent and warrant that its use of the Premises herein 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. MPLF shall further agree to hold the City harmless from and indemnify the City against any release of such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof, which was caused by MPLF or any of its employees or agents.