Legislation Details (With Text)

File #:	31876	**Version:**	2	**Name:**	10095 Use Agreement Library Foundation
Type:	Resolution			**Status:**	Passed
File created:	10/9/2013			**In control:**	COMMON COUNCIL
On agenda:	11/19/2013			**Final action:**	11/19/2013
Enactment date:	11/20/2013			**Enactment #:**	RES-13-00844

Title: SUBSTITUTE 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.

Sponsors: Michael E. Verveer

Indexes:

Code sections:

Attachments: 1. 10095 Exhibit A 10-8-13.pdf, 2. 31876 V1 Master13-Nov-2013-02-21-58.pdf

Date	Ver.	Action By	Action	Result
11/19/2013	2	COMMON COUNCIL	Adopt	Pass
11/14/2013	1	MADISON PUBLIC LIBRARY BOARD	Return to Lead with the Recommendation for Approval	Pass
11/11/2013	1	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
10/15/2013	1	BOARD OF ESTIMATES (ended 4/2017)	Refer	
10/15/2013	1	COMMON COUNCIL	Referred	
10/9/2013	1	Economic Development Division	Referred for Introduction	

Fiscal Note

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

Title

SUBSTITUTE 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 and include furnishings, fixtures and equipment. There shall e no charge to MPLF for Building spaces used for MPLF meetings and events. In addition, MPLF shall have access to staff space in the Building, including the copy room, conference room, staff lounge and some limited storage space for no additional charge.

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)~~ thirty (30) days after the City gives MPLF written notice thereof (or such longer period not to exceed ninety (90) days if cure could reasonably be expected to take longer than thirty (30) days, provided cure is commenced within said thirty (30) day period), 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)~~ ninety (90)days prior 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.

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