Legislation Details (With Text)

File #:	41990	**Version:**	2	**Name:**	10972 Heartland Housing Space Use Agreement MMB Annex
Type:	Resolution			**Status:**	Passed
File created:	2/29/2016			**In control:**	BOARD OF ESTIMATES (ended 4/2017)
On agenda:	3/15/2016			**Final action:**	3/15/2016
Enactment date:	3/21/2016			**Enactment #:**	RES-16-00202

Title: SUBSTITUTE Authorizing the execution of a Space Use Agreement with Heartland Housing, Inc. and Heartland Health Outreach, Inc., allowing for the operation of temporary office space for purposes directly related to the mission of providing permanent supportive housing to homeless individuals within the community.

Sponsors: Michael E. Verveer

Indexes:

Code sections:

Attachments: 1. V1 FILE ID 41990 Master11-Mar-2016-01-16-32.pdf, 2. 10972 - SUA - Heartland - Reso Ex. A.pdf, 3. 10972 - SUA - Heartland - Reso Ex. B.pdf

Date	Ver.	Action By	Action	Result
3/15/2016	2	COMMON COUNCIL	Adopt As Substituted	Pass
3/7/2016	1	BOARD OF ESTIMATES (ended 4/2017)	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER	Pass
3/1/2016	1	COMMON COUNCIL	Referred	
2/29/2016	1	Economic Development Division	Referred for Introduction	

Fiscal Note

The proposed resolution authorizes the City of Madison to execute a Space Use Agreement with Heartland Housing, Inc. and Heartland Health Outreach, Inc. for temporary use of office space in the Madison Municipal Building annex. The Space Use Agreement does not impose a rental fee upon Heartland, resulting in no fiscal impact.

Title

SUBSTITUTE Authorizing the execution of a Space Use Agreement with Heartland Housing, Inc. and Heartland Health Outreach, Inc., allowing for the operation of temporary office space for purposes directly related to the mission of providing permanent supportive housing to homeless individuals within the community.

Body

WHEREAS, the City is the owner of the Madison Municipal Building located at 215 Martin Luther King, Jr. Blvd in Madison Wisconsin (“MMB”); and

WHEREAS, on February 23, 2016, the City of Madison Common Council adopted Resolution No. RES-16-00145 authorizing Heartland Health Outreach, Inc. (“Heartland”) to provide the services of a *Street Outreach Team* that will identify, engage and connect chronically homeless persons with local support resources, including permanent housing and individualized treatment plans with the goal of achieving housing stability (collectively, “Outreach Services”); and

WHEREAS, permanent office space for Heartland will be located in the permanent supportive housing project currently under construction at Rethke Avenue and Commercial Avenue, and Heartland requires temporary office space in order to begin providing the Outreach Services; and

WHEREAS, Heartland desires to use space in the MMB annex, previously vacated by the City of Madison Community Development Authority, as temporary office space for administrative purposes related to providing the Outreach Services, including meeting with potential residents, and the City desires to allow such occupancy and 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 Heartland Housing, Inc. and Heartland Health Outreach, Inc. (collectively, "User"), allowing the User to occupy and use temporary office space within the annex of the Madison Municipal Building located at 215 Martin Luther King, Jr. Blvd. ("MMB Annex"), on substantially the following general terms and conditions:

1. User's Space. The User shall have the right to occupy and use three (3) private offices located on the first floor of the MMB Annex, as depicted on the attached Exhibit A (individually, "Meeting Room #2," "Meeting Room #3," and "Meeting Room #4"; collectively, the "User's Space"). The User's Space includes the furniture owned and provided by the City, as described ~~depicted~~ on the attached Exhibit B ("City Furniture").

2. Term. The Agreement shall commence on March 16, 2016 and shall expire at midnight on May 31, 2016.

3. Termination. Either party shall have the right to terminate the Agreement, at its sole discretion, upon fourteen (14) days prior written notice to the other party.

4. Use. The User's Space shall be occupied and used by no more than three (3) employees of the User for administrative purposes directly related to the mission of providing permanent supportive housing to homeless individuals in the community, and said use shall be subject to the provisions of Paragraph 7~~6~~ below.

5. User Fee. No user fee shall be payable by the User under the Agreement.

6. Common Areas. The City grants to the User and its staff, the right to use, in common with all others to whom the City has or may hereafter grant rights to use the same, the "Common Areas" located within the Madison Municipal Building. The term "Common Areas" is defined as the interior hallways, restrooms and all other areas or improvements which may be provided by the City for the common use or benefit of occupants of occupants of and visitors to the Madison Municipal Building. The City reserves the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof. The City shall be responsible for cleaning, maintaining and repairing the Common Areas.

7. User's Responsibilities.

   a. The permitted hours of operation for the User's Space shall be 7:30 a.m. - 4:30 p.m., Monday through Friday ("Hours of Operation").

   b. The User shall enter and exit the User's Space using the rear entrance to the MMB Annex, as depicted on Exhibit A ("User's Entrance/Exit"). Neither the User nor potential residents shall use the main entrance for the City of Madison Housing Operations office.

   c. The User shall be permitted to conduct no more than eight (8) previously scheduled meetings ("Resident Meetings") with people needing to complete necessary paperwork and/or final requirements for placement in supportive housing ("Potential Residents") within the User's Space per day, during the Hours of Operation; at no time shall Potential Residents be in the User's Space outside said Hours of Operation, or for reasons other than those stated above. The User's staff

shall meet all Potential Residents outside the MMB, escort Potential Residents to and from the User's Space, and be present at all times Potential Residents are within the MMB. Neither the User nor Potential Residents shall be permitted to use City of Madison Housing Operation's reception desk, waiting area, clerical staff, mail/delivery services, or other similar amenities. ~~User shall be permitted to conduct no more than two (2) previously scheduled meetings with potential residents ("Resident Meetings") within the User's Space per day, during the Hours of Operation; at no time shall potential residents be in the User's Space outside said Hours of Operation. Resident Meetings shall be held for the sole purpose of facilitating a potential resident's completion of any necessary paperwork and/or final requirements for placement in supportive housing. The User's staff shall meet all potential residents outside the Madison Municipal Building, escort potential residents to and from the User's space, and be present at all times potential residents are within the MMB. Neither the User nor potential residents shall be permitted to use City of Madison Housing Operation's reception desk, waiting area, clerical staff, mail/delivery services, or other similar amenities.~~

d. The User accepts the User's Space in "as-is" condition. Any modifications to the User's Space by the User, or by the City at the User's request, shall be subject to the prior written approval of the City and shall be at the User's sole cost.

e. The User shall be responsible for the maintenance of any City property, including the City Furniture, and of any personal property installed in the User's Space. All City Furniture provided by the City for the use by the User shall remain property of the City. Upon the expiration or termination of this Agreement, the User shall return the City Furniture in a condition equivalent to that which existed at the time the City Furniture was provided to the User.

f. The User shall be responsible for all telephone and data-connection services, including installation and maintenance. The User shall be responsible for providing any telephone and computer equipment the User may require. The User shall be permitted to use the free wireless internet ("Wi -Fi") provided throughout the Madison Municipal Building; the City makes no guarantee regarding the availability or functionality of said Wi-Fi service.

g. The User shall be responsible for insuring all User-owned personal property placed in the User's Space and agrees that the City shall not be held responsible for any damage or loss to the User's personal property while it is in the City's possession, whether the damage is caused by the City, its employees, contractors or others.

h. The User shall be responsible for keeping the User's Space secure. All property belonging to the User, its staff and volunteers, shall be there at the risk of the User, and the City shall not be liable for damage thereto nor theft or misappropriation thereof.

i. The User shall be responsible for providing all janitorial services within the User's Space with the exception that the City will be responsible for emptying trash and recycling receptacles and vacuuming within the User's Space.

8. City's Responsibilities.

a. The City shall be responsible for maintenance and repair of the User's Space, except as otherwise provided in Paragraph 7. Notwithstanding the foregoing, the User shall be solely responsible for the cost and expense of repairs/replacements required by reason of acts or omissions of the User, its staff, volunteers, invitees, vendors, licensees or contractors. The User shall give the City written of the necessity for repairs/replacements coming to the attention of the User, following which the City shall have a reasonable time to undertake and complete such repairs.

b. The City shall provide and pay for the following utilities serving the User's Space: heat, air conditioning, electricity, sewer, storm water, and water.

c. The City shall be responsible for emptying trash and recycling receptacles in the User's Space and for vacuuming within the User's Space. All other janitorial services shall be the responsibility of the User.

9. Assignment and Subletting. The User shall not assign this Agreement or sublet the User's Space or any part thereof.

10. Indemnification. The User shall be liable to and agree to indemnify, defend and hold harmless the City of Madison, 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 of Madison, 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 the User or its officers, officials, agents, employees, assigns, sublessees or subcontractors, in the performance of the Agreement, whether caused by or contributed to by the negligence of the City of Madison, or its officers, officials, agents or employees.

11. Insurance. The User shall procure and maintain during the term of the Agreement Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the City of Madison's Risk Manager) in an amount not less than $1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. The User's coverage shall be primary and list the City of Madison, and its officers, officials, agents and employees as additional insureds. The foregoing insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII. As evidence of this coverage, the User shall furnish to the City certificates of insurance on a form provided by the City showing the type, amount, class of operations covered, effective dates, and expiration dates of the required policy. The User shall provide the certificates to the City upon execution of the Agreement, or sooner, for approval by the City of Madison's Risk Manager. The User shall provide copies of additional insured endorsements or insurance policies, if requested by the City of Madison's Risk Manager. The User and/or its insurer(s) shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the foregoing policies during the term of the Agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized to execute the Space Use Agreement and any and all other documents necessary to complete this transaction on forms approved by the City Attorney.

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