



## COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

*Please complete a form for each new proposal review request.*

Work Proposal Name:

Date of Request:

Requesting Department:

Department Contact Name:

High Org:

Low Org:

Approval Signature of Department Head:

### DESCRIPTION

Please provide a detailed description of the request:

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

Desired Timeline:

Begin Date:

End Date:

Duration:

Anticipated Funding Source (check all that apply and  
include amount allocated under each category):

Operating Budget:

Capital Budget:

Other (i.e. grants, donations, etc.; please describe):

Request Involves:

Parks Property

BHD Property



## COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

### CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

**TYPE OF REQUEST** (Refer to paragraph 4.3 of the CFPSC charter for more details)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> 1. Property Management | <input type="checkbox"/> 2. Move Management         | <input type="checkbox"/> 3. Property Improvements                                 |
| <input type="checkbox"/> 4. New Footprint       | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 6. Centralized Facilities Management Process Improvement |

CFPSC Review Comments:

### FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

*Note:*

1. Easements affecting lands zoned "Parks" require County Board approval.
2. Forward a copy of the recorded easement to AE&ES.

### CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on . As evidenced by the authorized signature below, the County Facilities Planning Steering Committee [does not / recommend] approval of this proposal.

Chair or Vice-Chair:

Date:

*County Facilities Planning Steering Committee*

## **MEMORANDUM OF UNDERSTANDING TO PROVIDE TEMPORARY OVERNIGHT WARMING ROOM FACILITIES IN MILWAUKEE COUNTY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **Milwaukee County Department on Aging, DHHS, DAS and DPR, operating collectively as Milwaukee County** ("County"), the **City of Milwaukee** ("City"), **Guest House of Milwaukee** ("Guest House") and **Serving Older Adults of Southeast Wisconsin** ("SOA"), for the provision of physical facilities to serve as a temporary overnight warming room for homeless individuals at Wilson Park Senior Center.

### **1. Purpose of Memorandum of Understanding:**

The City and County wish to establish and operate a short-term winter Warming Room. During the winter months, the collective goal of the parties to this MOU is to get individuals out of the cold and into a warm space for the night. The City believes that in order to achieve this goal, it is important that each party express its commitment to the overall project and state with some particularity the roles and responsibilities each expects to fulfill. Thus, the parties hereby agree to this MOU as a framework for future implementation.

### **2. Term of Rental Agreement:**

- 2.2** The City and County will enter into an agreement regarding the rental of the Wilson Park Senior Center for use as warming room consistent with the terms of this MOU
- 2.3** The term of the rental agreement will be from December 17, 2019 to March 31, 2020.
- 2.4** The total rent for the term of the agreement shall be \$1.00.
- 2.5** The Rental Agreement will specify operating hours and rules for the operation of the Warming Room.

### **3. County shall:**

- 3.2** The County will provide the facilities, utilities, and facility and site maintenance and repair services required for the operation of the Warming Room.
- 3.3** Provide access to the facility from 6:00 PM to 7:30AM
- 3.4** All participants and staff will be out of the facility by 7:00AM on Sundays. All cleaning needs to be complete prior to 7:00AM on Sunday mornings.
- 3.5** The County shall provide a key to Guest House for opening and closing services.
- 3.6** At the County's sole discretion, it may close the facilities due to
  - 3.6.1** Emergency
  - 3.6.2** Inclement weather, including but not limited to snow events, freezing temperatures, and any other weather event that the County determines necessitates the closure of the facilities
  - 3.6.3** Unavailability of staff to operate the Warming Room
- 3.7** Provide Multipurpose Room and east upper rest rooms within the facility to be used for the warming room.

- 3.8 Provide on-call emergency services as needed for facility or site issues.
- 3.9 Provide facility tenant rules (similar to attached) that will govern the use of the facility.
- 3.10 Contract with SOA to operate the Senior Center during the Senior Center's normal business hours.
- 3.11 Provide Guest House with partitions to be used to barricade elevator and access to the rest of the building.
- 3.12 Designate primary contact persons for
  - 3.12.1 Business matters
  - 3.12.2 Operational matters of concern to SOA
  - 3.12.3 On-call response for facility and site issues during hours of operation
  - 3.12.4 Emergency Contacts list

**4. The City of Milwaukee shall:**

- 4.2 Contract with Guest House for the operation of the Warming Room. County shall not be party to this agreement.
- 4.3 Coordinate volunteers to assist with set-up and take-down as needed
- 4.4 Reimburse County or SOA for all costs related to the provision of the facility, including but not limited to
  - 4.4.1 Extra utilities used,
  - 4.4.2 Extra supplies or trash hauling expenses, & hand sanitizer throughout the space
  - 4.4.3 On-call support,
  - 4.4.4 Extra services, repairs and maintenance to the extent specifically caused or required by the operation of the Warming Shelter.
  - 4.4.5 Provide POD for storage of materials.
- 4.5 Designate primary contact persons for
  - 4.5.1 Business matters
  - 4.5.2 Operational matters of concern to Guest House during hours of operation
  - 4.5.3 Emergency Contacts list

**5. Operation of Short-Term Warming Room:**

The City has selected a qualified provider to run and manage the Warming Room. The City will enter into an agreement with the **Guest House**. The County is not a party to the Shelter provider contract.

**6. Guest House of Milwaukee will be responsible for providing:**

- 6.2 Trained professional shelter staff (two staff, each shift, for the entire time) 6pm-7:30am (7:00AM on Sundays) for the entirety of the contract.
  - 6.2.1 Staff will be responsible for intake process
  - 6.2.2 Prior to participant arrival Guest House Staff will use partitions provided by Milwaukee County to barricade off access to elevator and the restrooms
- 6.3 An on-call manager during the hours of operation
- 6.4 Guest House will ensure that all participants will arrive prior to 9pm

- 6.5 Guest House staff will inform participants of the warming room that they must leave the area in the morning.
- 6.6 Training of volunteers to be utilized for set-up and clean up. Staff and volunteers will cooperate with local law enforcement if issues arise
- 6.7 Guest House maintenance staff will clean and sanitize multipurpose room, rest rooms, and hallway each night. Trash will be removed from premises each morning by 8:00 AM.
- 6.8 Designate primary contact persons for
  - 6.8.1 Business matters
  - 6.8.2 Operational matters of concern to Guest House during hours of operation
  - 6.8.3 Emergency Contacts list

**7. SOA will be responsible for:**

- 7.2 All matters as stipulated in its contract with County.
- 7.3 Tracking and reporting to County all incremental costs caused or required by the operation of the Warming Room.
- 7.4 Designate primary contact persons for
  - 7.4.1 Business matters
  - 7.4.2 Operational matters of concern to SOA
  - 7.4.3 Emergency Contacts list

**8. Mutual Indemnification:**

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees, agents or representatives, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional, or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives arising out of, involving, or in connection with this Agreement. The County's and City's liability shall be limited by Wis. Stat. § 345.05(3) for automobile and § 893.80(3) for general liability. Nothing in this Agreement shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law. The representations and indemnifications agreed upon in this Section shall survive the termination of this Agreement.

**9. Insurance:**

- 9.2 Milwaukee County is permissibly self-insured. Milwaukee County is a municipal body corporate that self-funds for liability under Wis. Stat. §§ 893.80 and 895.46(1), and automobile liability under § 345.05. Milwaukee County is also permissibly self-insured under Wis. Stat. § 102.28(2)(b) for Workers Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including Milwaukee County's contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations.

- 9.3** The City of Milwaukee is permissibly self-insured. The City of Milwaukee is a municipal body corporate that self-funds for liability under Wis. Stat. §§ 893.80 and 895.46(1), and automobile liability under Wis. Stat. § 345.05. The City of Milwaukee is also permissibly self-insured under Wis. Stat. § 102.28(2)(b) for Workers Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including the City of Milwaukee's contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations.
- 9.4** Guest House shall, during the term of this Agreement keep in full force and effect a policy of general liability insurance or its equivalent and automobile insurance in an amount of not less than \$1,000,000 combined single limit. Guest House shall also maintain insurance coverage for workers' compensation (waiver of subrogation endorsement in favor of Milwaukee County) as required by the State of Wisconsin, including employer's liability. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Milwaukee County and City as their interests may appear shall be named as an additional insured for general liability. A certification indicating the above coverages shall be submitted for review and approval by Milwaukee County's Risk Management for the duration of this Agreement.

**10. Independent Contractor:**

Nothing contained in this MOU shall constitute or be construed to create a partnership or joint venture between the parties or their successors or assigns. In entering into this MOU, and in acting in compliance herewith, Guest House is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder and under its agreement with the City. Nothing contained in this MOU shall give any party any authority to supervise, manage, and/or direct County or City employees.

**11. Audit:**

The parties to this MOU, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the other parties to the MOU, related to the terms and performance of the MOU for a period of up to three years following the end date of this MOU. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The parties and any subcontractors understand and will abide by the requirements of

Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

**12. Unrestricted Right of Termination:**

The parties further reserve the right to terminate the MOU at any time for any reason by giving the other parties thirty (30) days written notice of such termination. In the event of said termination, the parties shall reduce their activities hereunder as mutually agreed to, upon receipt of said notice.

**13. Permits, Taxes, Licenses:**

Guest House is a tax exempt organization and there is no need for licenses or permits relative to staffing the Wilson Center warming from December 17, 2019 to March 31, 2019.

**14. Assignment Limitation:**

This MOU shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

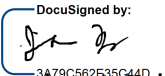
**15. Miscellaneous:**

If any of the provisions in this MOU are determined to be in violation of State or Federal law, said provisions shall be interpreted so as to be in compliance with such law or said provisions shall fall out of this Agreement, but otherwise, the Agreement shall be unaffected and shall remain in full force and effect.

Signature Page Follows:

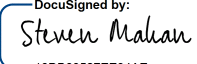
**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding effective as of the date stated above.

**Milwaukee County Housing Division**

By:  12/17/2019

Its: Housing Administrator

**City of Milwaukee**

By:  12/18/2019

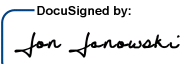
Its: CDGA Director

COUNTERSIGNED:

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Martin Matson, Comptroller

**Milwaukee County Department on Aging**

By:  12/20/2019

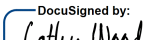
Its: Director of Administration

**Guest House of Milwaukee**

By:

Its: Executive Director

**Serving Older Adults of Southeast Wisconsin, Inc.**

By:  1/3/2020

Its: Chief Executive Officer



*Approved with regards to County Ordinance Chapter 42:*

By:  Date: 1/3/2020  
Community Business Development Partners


*Reviewed by:*

By:  Date: 1/3/2020  
Risk Management


*Approved for execution:*

By:  Date: 1/3/2020  
Corporation Counsel

*Approved as to funds available per  
Wis. Stat. sec. 59.255(2)(e):*

By:  Date: 1/7/2020  
Comptroller

*Approved:*

By:  Date: 1/9/2020  
County Executive

*Approved as compliant under sec. 59.42(2)(b)5, Stats.:*

By:  Date: 1/9/2020  
Corporation Counsel

Approved as to form, execution, and  
content this \_\_\_\_ day of December, 2019.

 1/9/2020  
Jeremy McKenzie, Assistant City Attorney

## FACILITY OPERATING RULES

- When will snow plowing take place if vehicles are in the lot overnight?
  - **Parks department**
- How will access to areas not used as a warming shelter be restricted?
  - **On site staff and volunteers from the service provider**
- What door at Wilson will be used for the entrance? The one near the parking lot or the one near the circular driveway?
  - **Annex door closest to the park**
- What happens if volunteers do not show up?
  - **Paid staff and volunteers by service provider plus backup**
- Have volunteers been identified yet? (How many overnight volunteers does Guest House currently use on their premise? And does Guest House ever have difficulty recruiting and retaining volunteers? Can SOA and MCDA meet directly with Guest House to discuss this plan?)
  - **Yes, a meeting can be immediately set up with the service provider and staff/volunteers will be interviewed.**
- What happens if a Guest House employee does not show up? Who will be on site at 6 PM to notice this? (When the MOU stated "2 staff for the entire time", does that mean 2 individuals will both work from 6 PM-7AM or that their work schedules will be staggered?)
  - **Service provider would have a contract ensuring coverage**
- How will the men and women be kept separate when they share one common sleeping area? Will married couples be allowed to sleep near each other?
  - **Not separate, possibly near each other**
- If partitions will be used to separate sleeping areas or access areas, where will these be stored? **POD is required for storage**
- How will we ensure that needles and other drug paraphernalia are not brought into the center and left in public spaces?
  - **Guest House maintenance staff will complete cleaning.**
- Who will clean the restrooms between 7-8 AM each morning?
  - **Guest House maintenance staff will empty garbage and remove from site on a daily basis.**
- Who will empty the garbage every morning? Will it go into SOA's dumpsters? Whose expense is it if SOA needs to increase the frequency of garbage pickup?
  - **Yes or extra dumpster. Expenses for that could be covered.**
- Who will be responsible for shoveling if it is snowing between 6 PM-9 PM as people are entering (or when they are exiting)?
  - **Service provider will shovel and salt. Service provider will provide salt.**
- Will there need to be space for client files/snacks/water/first aid kits etc. to be stored?
  - **POD will be required for storage**
- What if people bring medications into the center? Will there be a policy to store them somewhere in a locked safe?
  - **Storage of medications is not necessary.**
- Will there be a policy about alcohol being brought into the center?
  - **Alcohol will be prohibited**

- Has a space been identified at Wilson to store cots, blankets and pillows? How will these items be cleaned?
  - **Space not available - a POD will be required**
- Where will personal items brought into the shelter be stored? Will they be secure?
  - **Minimal personal items would be brought**
- How will bed bugs be treated? Who will pay for extermination if needed? How often will this take place?
  - **United Way has already purchased a machine for bed bug prevention**
- Who will reimburse SOA for lost rentals? (SOA has a weekly Sunday morning rental beginning at 7 AM; SOA also has a potential weekly rental for Sunday afternoon/early evening. In addition there are many miscellaneous evening rentals that occur sporadically).
  - **Milwaukee County**
- Will the primary contact for the Senior Center be an SOA employee or a MCDA employee?
  - **MCDA and Housing Division**
- Who will pay for cleaning supplies, toilet paper, garbage bags, paper towels etc?
  - **City/provider**
- Will use of the refrigerator be required?
  - **Due to room change, refrigerator storage is no longer accessible**
- Who will ensure that people who stay overnight leave the premises by 7 AM each morning and not linger outside the building as the older adults are coming in??
  - **Guest House will ensure that all participants leave the area and are transported to day programs, or are provided a bus pass.**

**RENTAL AGREEMENT**  
**BETWEEN**  
**the CITY OF MILWAUKEE, GUEST HOUSE OF MILWAUKEE, SERVING OLDER**  
**ADULTS**  
**OF SOUTHEAST WISCONSIN**  
**AND**  
**MILWAUKEE COUNTY**

This Rental Agreement (the “Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Milwaukee County Department of Aging, DHHS, DAS and DPR, operating collectively as Milwaukee County** (“County”), the **City of Milwaukee** (“City”), **Guest House of Milwaukee** (“Guest House”) and **Serving Older Adults of Southeast Wisconsin** (“SOA”), for the provision of physical facilities to serve as a temporary overnight warming room for homeless individuals at Wilson Park Senior Center.

**RECITALS:**

**WHEREAS**, the Parties to this Agreement are the also parties to an MOU whereby each party agreed to support the establishment and operation of a short-term winter Warming Room at the Wilson Park Senior Center (a copy of the MOU is attached as Exhibit 1 and its terms and condition are hereby incorporated by reference and made a part hereof); and

**WHEREAS**, the MOU required the Parties to enter into a Rental Agreement consistent with the MOU’s terms, and (1.) setting forth the duration, (2.) establishing the rent, and (3.) specifying the operating hours and rules for the operation of the Warming Room; and

**WHEREAS**, this is that Rental Agreement.

**NOW THEREFORE**, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

**PROVISIONS:**

1. **Incorporation of Recitals:** The foregoing Recitals are mutually acknowledged to be true, correct and incorporated into this Agreement.
2. **Term:** The term of this Agreement shall be from December 17, 2019 to March 31, 2020.
3. **Rent:** The total rent for the Term of the Agreement shall be ONE DOLLAR and NO/100 (\$1.00).
4. **Operating Hours:** The County shall provide access to the facility from 6:00 p.m. to 7:30 a.m. All participants and shall will be out of the facility by 7:00 a.m. on Sundays. All cleaning needs to be complete prior to 7:00 a.m. on Sunday mornings.

5. **Operating Rules:** The Facility Operating Rules are part of MOU, which has been incorporated herein.
6. **Default:** In the event that any party shall otherwise be in default of any of the terms of this Agreement or the MOU, for a period of more than two (2) days after receiving notice of said default, then unless the defaulting party take reasonable steps to remedy the default and proceeds with reasonable diligence, then the party shall be in default of this Lease. If the defaulting party should be in default, the non-defaulting parties shall have the option to do any one or more of the following: (i) to cure the default, in which case the defaulting party shall reimburse the curing party for all actual and reasonable out-of-pocket expenses incurred in completing such cure; (ii) to immediately terminate this Agreement and the MOU after the non-defaulting party delivers the requisite notice; and/or (iv) to pursue any other remedy available at law or in equity.
7. **Compensation and Billing:** Pursuant to Paragraph 4.4 of the MOU, the City has agreed to reimburse the County and/or SOA for all costs related to the use of the facility. Upon the expiration of this Agreement and the MOU, the County and/or SOA will provide City with detailed invoices itemizing the expenses incurred in carrying out the terms and conditions of this Agreement and the MOU. The invoices are due and payable within thirty (30) days from the date of invoice.
8. **Conflict:** In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the MOU, the terms and provisions of this Agreement shall govern, control and prevail.

**IN WITNESS WHEREOF**, the parties have executed this Rental Agreement effective as of the date stated above.

**Milwaukee County Housing Department**

By: \_\_\_\_\_

Its: Housing Administrator

**Milwaukee County Department of Aging**

By: \_\_\_\_\_

Its: Director of Administration

**City of Milwaukee**

By: \_\_\_\_\_

Its: CDGA Director

**Guest House of Milwaukee**

By: \_\_\_\_\_

Its: Executive Director

**Serving Older Adults of Southeast Wisconsin, Inc.**

By: \_\_\_\_\_

Its: Chief Executive Officer

