



Legislation Text

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Fiscal Note

The building space (including electricity, heat, water/sewer, repairs and maintenance) is being provided at no cost to the City. No expenditure is required other than for telephone and internet services. Funding is included in the Police Department's Operating Budget.

Title

Authorizing no-cost space use agreements or similar agreements with private building owners for police offices, and authorizing the Chief of Police to sign such agreements on behalf of the City.

Body

WHEREAS, the City of Madison Police Department ("MPD") has maintained a neighborhood officer program in challenged neighborhoods in the City of Madison since 1987; and

WHEREAS, the neighborhood officer program has been an effective method of providing community-based public safety in challenged neighborhoods, has reduced neighborhood crime, and has provided a positive connection to MPD; and

WHEREAS, on occasion private owners in these neighborhoods offer MPD the use of space in their buildings, at no cost to MPD, for use as neighborhood police offices; and

WHEREAS, on occasion other property owners offer MPD the use of space in their buildings, at no cost to the MPD, for crime prevention and other uses; and

WHEREAS, a written agreement is necessary to establish the rights and responsibilities of all parties using the space; and

WHEREAS, APM 1-1 requires Common Council approval before any written contracts are signed on behalf of the City; and

WHEREAS, MPD desires that the Common Council authorize MPD to enter into future space use agreements or similar agreements with private building owners for police offices, provided that no rent will be payable by MPD and provided that the agreement contain specific standard conditions regarding the term, utility costs, insurance and liability.

NOW, THEREFORE, BE IT RESOLVED that the Common Council authorizes no-cost space use agreements or similar agreements with private building owners ("Owners") for police offices, provided that the agreements contain the following terms and conditions:

1. The term of the agreement shall be one (1) year and shall automatically continue for successive one (1) year terms unless terminated by either party upon thirty (30) days written notice to the other party.
2. The office space shall be provided to the City at no cost.
3. The Owner shall supply and be responsible for the costs of utility services to the office space, including, but not limited to, electricity, heat, water and sewer services.

4. If requested by the Owner, the City shall pay for the use and maintenance of all telephone and other communication services in the office space.
5. The City shall be responsible for the cleaning of the office space and maintenance of any personal property located in the office space.
6. The Owner shall pay all operation and maintenance expenses relating to the office space, the Owner's building and the property on which the building is located, including, but not limited to, taxes; insurance; lighting, cleaning and maintenance of the common areas; snow removal; landscaping; and administration.
7. The City shall be responsible for insuring all personal property placed in the office space and shall maintain general liability insurance coverage in an amount not less than \$1,000,000 in the aggregate for its activities when those activities pertain to the performance of the agreement.
8. The Owner shall maintain adequate liability insurance for its building and property throughout the term, and any extensions of the agreement. The Owner shall maintain sufficient property insurance coverage to protect the Owner. The Owner shall waive any claim or claims against the City, its employees, officers, officials and agents for loss or damage to the building or the property (except for loss or damage arising from the sole negligence or intentional acts of the City, its employees, officers, officials, and agents), and will secure a waiver of subrogation clause in its property insurance policy to waive all rights against the City for loss or damage to the extent covered by such insurance.
9. In the performance of its obligations under the agreement, the Owner shall agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The landlord shall further agree not to discriminate against any subcontractor or person who offers to subcontract on the agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

BE IT FURTHER RESOLVED THAT the Chief of Police is authorized to sign such no-cost agreements for police offices on behalf of the City, provided that the agreement is prepared by the Office of Real Estate Services and approved by the City Attorney and Risk Manager.