



## Legislation Text

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**File #:** 19210, **Version:** 1

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### **Fiscal Note**

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

### **Title**

Authorizing the Chief of Police to execute a lease with Boys and Girls Club of Dane County, Inc. for space within the building located at 2001 Taft Street for use as a neighborhood police office.

### **Body**

WHEREAS, Boys and Girls Club of Dane County, Inc., the owner ("Owner") of the building located at 2001 Taft Street, has offered to allow the Madison Police Department to use certain space within its building for a neighborhood office; and

WHEREAS, the Police Department desires to use such space; and

WHEREAS, the City's Office of Real Estate Services and the Police Department have negotiated the terms of a lease with the Owner.

NOW, THEREFORE, BE IT RESOLVED, that the Chief of Police is authorized to execute a lease with Boys and Girls Club of Dane County, Inc. (the "Owner") for certain space within the building located at 2001 Taft Street, consisting of approximately 58 square feet (the "Leased Premises"), for use as a neighborhood police office, subject to the following terms and conditions:

1. The term of the lease 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 Leased Premises shall be provided to the City at no cost.
3. The City's use of the Leased Premises shall be limited to the operation of a neighborhood police office. The City shall not use the Leased Premises for probation or parole activities without the Owner's prior written approval. The City agrees that no public meetings will be conducted in the Leased Premises.
4. The Owner shall supply and be responsible for the costs of certain utility services to the Leased Premises, including, but not limited to, electricity, heat, water and sewer, but specifically excluding telephone service and other communication services.
5. The City shall pay for the installation, use and maintenance of all telephone and other communication services in the Leased Premises.
6. The City shall be responsible for insuring all personal property placed in the Leased Premises 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 Lease.
7. The Owner agrees to maintain adequate liability insurance for its building and property throughout the term, and any extensions of the Lease. The Owner agrees to maintain sufficient property insurance coverage to protect the Owner. The Owner waives 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.

8. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials and agents and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, and agents. It is not the intent of the parties to impose liability beyond that imposed by State statutes. This provision shall survive the termination of the Lease.

BE IT FURTHER RESOLVED, that the Chief of Police is authorized to sign such Lease on behalf of the City, provided that the form of Lease is approved by the City Attorney, Risk Manager and Office of Real Estate Services.