Legislation Text

File #: 35568, **Version:** 1

Fiscal Note

No funding is included in the Fire Department operating budget for the lease expense of $5,000 per month (through June,2015; $6,000 per month thereafter). The estimated total lease cost for the remainder of 2014 is $15,000 and can be accommodated within the existing Fire Department 2014 operating budget appropriations. For 2015, the Fire Department will seek an amendment to the 2015 Executive Operating Budget for the anticipated lease costs of $30,000 from January, 2015 through June, 2015, and an additional $36,000 for the remainder of 2015 if the contract is extended, or total potential lease expense costs in 2015 of $66,000.

Title

Authorizing the execution of a Space Use Agreement between the City of Madison and Madison Area Technical College for the use of space within MATC's Protective Services Building located at 1701 Pearson Street for Madison Fire Department training purposes.

Body

WHEREAS, the Madison Fire Department desires to occupy and use certain space within the Protective Services Building owned by the Madison Area Technical College (the "College"); and

WHEREAS, the College supports the MFD's use of such space; and

WHEREAS, the terms of a Space Use Agreement have been negotiated between City staff and the College.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute a Space Use Agreement ("Agreement") allowing for use by the City of Madison Fire Department (the "City") of certain campus space located at 1701 Pearson Street, Madison Wisconsin,(the "building") subject to the following terms and conditions:

1. Premises. The College shall grant the City the right to occupy and use 4,549 square feet on the first and second floors of the Building including certain common area space (the "Premises").

2. Use. The City shall occupy and use the Premises solely for education, training and programming in the areas of fire protection, emergency services and related activities and for no other purposes without the College's prior written consent, which consent shall not be unreasonably withheld. The City shall comply with all applicable ordinances, codes, statutes, and law and obtaining any permits required for the use of the Premises.

3. Initial Term. The "Initial Term" of the Agreement shall be nine (9) months commencing on October 1, 2014 (the "Effective Date") and expiring at midnight on June 30, 2015.

4. Term Extension. The City shall have the right to extend the term of the Agreement for three (3) additional one (1) year terms (the "Term Extension Period") upon a minimum ninety (90) day written notice to the College prior to the expiration of the Initial Term or the expiration of any Term Extension Period. In the event the City shall continue to occupy or use the Premises after the expiration of the Agreement or any extension thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be year to year.

5. User Fee. The City shall pay a "User Fee" to the College of $5,000.00 per month throughout the Initial Term. The initial User Fee payment shall be payable on or before the Effective Date and subsequent User Fee payments shall be payable on or before the first of each month. The User Fee shall include all expenses to the Premises including, but not limited to, utilities, Building repair and maintenance, janitorial, common area maintenance, snow removal, refuse and recycling material removal, and College administrative and management fees. If the City exercises it rights to extend the Initial Term, the User Fee shall be $6,000.00 per month beginning on July 1, 2015 and continue throughout any Term Extension Period.

6. Common Areas. The College shall grant to the City and the City's employees, agents, contractors and invitees, the right to use, in common with all others to whom the College has or may hereafter grant rights to use the same, the "Common Areas" located at the Building. The term "Common Areas" is defined as the parking area, sidewalks, driveway, interior hallways, restrooms, elevators stairwell, and all other areas or improvements which may be provided by the College for the common use or benefit of occupants of the Building. The College shall reserve the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof. The College shall be responsible for cleaning, maintaining and repairing the Common Areas.

7. Outdoor Training Facilities. The City shall have non-exclusive use, of the College's outdoor training facilities, including but not limited to, the burn tower, natural gas prop, ladder tower and training maze, at no cost for Madison Fire Department academy training. The costs of expendable items (e.g., burning materials) shall be paid by the party using them. The schedule for the use of the outdoor training facilities shall be agreed to by the parties.

8. Telecommunications College shall provide the City one data port with gigabit capacity to Room 224 for connection to City's own firewall.

9. Parking. October 1 through March 31, 2015 the City shall have the right to the non-exclusive use of up to 20 parking spaces within the larger parking lot adjoining the Building for parking by the City's employees, contractors, visitors, licensees and invitees. The number of stalls for use by the City may be reduced to 6 from April 1 through September 30, 2015. Fees for parking may be assessed to the employees, contractors, visitors, licensees and invitees in a similar manner as they are assessed against those using the premises for College purposes. The City may park a fire engine and or ladder truck overnight in the apparatus bay of the Building.

10. Alterations and Changes. The City may not make any alterations, improvements or changes to the Premises without the written consent of the College. Such written consent shall not be unreasonably withheld.

11. Fixtures and Equipment. The City may, at its own expense, furnish and install such business and trade fixtures and equipment in or on the interior of the Premises as may be necessary or desirable for the City's use and operation of the Premises permitted hereunder. College approval will be obtained prior to attaching all fixtures to the floor or walls. Such fixtures and equipment shall remain the personal property of the City and may be removed by the City provided it repairs any damage caused to the Premises by such removal, reasonable wear and tear excepted. College shall furnish the classroom and Room 224 office.

12. Liabilities and Insurance. Each party shall be responsible for the consequences of its own acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for losses, claims and liabilities that are attributable to such acts, errors or omissions including providing its own defense arising out of this Agreement. In situations including joint liability, each party shall only be responsible for such losses, claims and liabilities that are attributable

to its own acts, errors, or omissions and the acts of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.

Additionally, the City shall provide College a Certificate of Insurance for the policy period October 1, 2014 to June 30, 2015 with the City of Madison's General Liability coverage. Said Certificate of Insurance shall be provided by the City to College for each subsequent calendar year coinciding with the Initial Term and any Extension Term of the Agreement. Coverage and amounts of coverage shall be approved by the City's Risk manager.

13. Signage. The City may, at its own expense, install signage on the site and within the Building to provide identification of and directions to the Premises within the Building. The size, location and appearance of all signage on the site or within the Building shall be subject to approval by the College; such signage will be limited to directional or way finding signs and subtle identification signs under and in accordance with the College's signage policy as amended from time to time.

14. Assignment. The City shall not assign the Agreement or sublet the Premises, or any portion thereof, without the prior written consent of the College.

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