

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF THE AMES INTERMODAL FACILITY LICENSE AGREEMENT FOR INCIDENTAL USE OF PREMISES BY THE AMES POLICE DEPARTMENT

BACKGROUND: Under the approved Intermodal Facility operating agreement between the City of Ames and Iowa State University, CyRide staff is charged with negotiating leases for the terminal area of the building. Over the last six months, staff has worked with the Federal Transit Administration, legal staff, and the carriers to develop agreements. In addition to tenant leases, the Ames Police Department's Safe Neighborhoods Team has indicated an interest in sharing the facility's management office with Iowa State University's Parking Division charged with day-to-day management of the Intermodal facility.

An Intergovernmental License Agreement was jointly developed by the Ames Police Department, City Attorney and CyRide staff in conjunction with the Federal Transit Administration to allow for the Safe Neighborhoods Team use. This document, crafted after the Executive Express and Jefferson Lines agreements, is a simplified version of these Council-approved office space leases. **The one major difference is that the Police-CyRide License Agreement will be a no charge for joint use of the management office space in return for security services as described in the "Basic Provisions" section of the document.**

The full agreement is described below:

1. Basic Provisions –

- Official designation of the parties to the agreement
- Definition of exclusive and common areas as well as the address and suite number
- Safe Neighborhoods Team use of the facility would be 7 days a week between 3:30 pm and 5:00 am with accommodation for incidental use of the space at other times.
- Lease starts on July 25, 2012 and expires June 30, 2013 with the renewal option of two additional years (Discussions about the renewal would start in January of each year.)
- No rent would be charged for use of the space.
- **The Safe Neighborhoods Team would provide security services for the facility to include: random patrols through the lot/ramp, walking patrols of the parking area/facility as time permits, immediate law enforcement response and assisting patrons with law enforcement/security concerns in and around the facility.**

2. **Premises** – The square footage is estimated, that the tenant is responsible for furnishings and that alterations must be approved by ISU' Parking Division Manager.
3. **Term** - Original year plus two extensions are possible. If extensions are taken, all original terms of the agreement still are in force.
4. **Use** –
 - That they will use the facility for its intended purpose
 - That there are no hazardous materials, asbestos or environmental issues that would impact their business
 - They will enter the facility from Sheldon Ave. and exit on Hayward Ave.
5. **Maintenance and Repairs: Improvements, Additions and Alterations** – Ames Police Department will keep the facility clean and orderly, that it will repair, at its cost, any damage created by its employees or customers.
6. **Assignment and Subletting** – Ames Police Department may not sublease the space without written approval from CyRide and can only be subleased to another Over-The Road carrier.
7. **Severability** – The invalidity of a lease provision does not affect the remainder of the contract.
8. **Time of Essence** – Contract obligations must be addressed as quickly as possible.
9. **No Prior or Other Agreements** – The contract is the entire agreement.
10. **Notices** – All notices to either party must be in writing and delivered to the individuals identified in the agreement.
11. **Waivers** – If CyRide waives a default of the contract, this does not mean other defaults are waived. Also, acceptance of rent does not waive the default.
12. **Signs** – Ames Police Department is limited on signage as it is a transit facility as opposed to a police station.
13. **Amendments** – Requires written amendments with all parties signing.

The agreement has been reviewed and approved by the Federal Transit Administration, the City of Ames Legal Counsel and Police Chief as well as the Transit Board of Trustees.

ALTERNATIVES:

1. Approve the Ames Intermodal Facility License Agreement with the Ames Police Department.
2. Direct staff to renegotiate an agreement with the Ames Police Department, with Council direction on items to be renegotiated.
3. Do not approve an agreement with the Ames Police Department for space within the Ames Intermodal Facility.

MANAGER'S RECOMMENDED ACTION:

The Safe Neighborhoods Team's presence within the facility during evening/early morning hours will strengthen the security at the facility and have a substantial benefit for the surrounding neighborhood at no cost for their use of this space.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby entering into an agreement with the Ames Police Department for space within the Ames Intermodal Facility.