AGREEMENT BETWEEN THE CITY OF COUNCIL BLUFFS TO CONSTUCT, MAINTAIN AND UTILIZE A JOINT STORAGE FACILITY WITH THE POTTAWATTAMIE COUNTY EMERGENCY MANAGEMENT AGENCY

WHEREAS, the City of Council Bluffs for the use of its Fire Department hereinafter referred to as "City" and the Pottawattamie County Emergency Management Agency hereinafter referred to as "EMA" for the storage of its equipment have agreed to jointly construct, maintain and utilize a storage facility on a parcel of land owned by the "City".

WHEREAS, to establish the rights and obligations of the two parties regarding the construction, maintenance, utilization and continued rights to the use of this storage agreement the following terms are hereby agreed to:

1. Both parties will equally contribute to the construction of a storage facility more fully described in Exhibit A attached hereto. The total cost is anticipated to be $336,439.00. Each party will contribute $168,219.50. Subject to the terms of this agreement, both parties will have the right to occupy the areas as identified on the aforementioned Exhibit A.

2. The storage facility will be built on a parcel of land owned by "City". This land is identified in Exhibit B hereto.

3. All utilities shall be the responsibility of "City".

4. All maintenance costs shall be the responsibility of "City".

5. "City" will maintain insurance on the structure and the grounds, which will include both property and general liability. Both parties shall maintain insurance on the value of their equipment if so desired and will hold the other party harmless for any damage caused to their equipment unless the party or one of its employees or agents of the party were negligent and the negligence was the proximate cause of the damage to the equipment.

6. Right to terminate. EMA shall have the absolute right to occupy its designated space in the facility for 10 years. After 10 years and prior to use of the facility for 20 years, the City may terminate the EMA's right to occupy by giving one year's written notice of its intent to do so and paying to EMA 50% of EMA's financial contribution to the project, which would be $84,105.25. After 20 years of usage, the City may terminate EMA's right to occupy by giving them one year's written notice and paying them $50,000. This method of termination shall remain in place until both parties agree that the condition of the facility no longer makes it functional for storage of equipment. The time periods set out above will be calculated based upon the date the certificate of occupancy is granted for the facility.

7. For the purposes of interpreting the agreement, initial occupancy is deemed to have occurred on June 15, 2018.