RESOLUTION NO. 19-28

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF COUNCIL BLUFFS TO RENOVATE, MAINTAIN, AND UTILIZE A CITY FACILITY WITH THE POTTAWATTAMIE COUNTY EMERGENCY MANAGEMENT COMMISSION AND AGENCY.

WHEREAS, the City of Council Bluffs hereinafter referred to as "City" and the Pottawattamie County Emergency Management Commission and Agency hereinafter referred to as "EMA" for the establishment of a county wide multi-jurisdictional Emergency Operations Center hereinafter referred to as "EOC" have agreed to allow "EMA" to renovate the former basement level of the Council Bluffs Community Hall space located at 205 S. Main St., Council Bluffs, IA which is the basement level of the Council Bluffs Fire Department Headquarters for the purpose of establishing an "EOC"

WHEREAS, to establish the rights and obligations of the two parties regarding the renovation of the space, maintenance, utilization, and continued rights to the use of this space; the following terms are hereby agreed to:

1. The "EMA will be responsible for the costs to renovate the basement level of fire headquarters to establish an "EOC" in areas agreed to by the Fire Chief and EMA Director, which includes, but is not limited to the former community hall room, fire marshal's office, the northeast storage room, restrooms of the basement level, and kitchen. All desired renovations are subject to approval by the "City"
2. As part of the renovations the "EMA" will include installation of a water main, sprinkler riser to the basement level, and fire sprinklers throughout the basement level of the facility. This installation shall be made in a manner in which the "City" can tie into the system to add on the riser in order to install sprinklers in the remainder of the facility at a later date as determined by the "City".
3. The "EMA" shall be given the right to occupy, utilize, and enhance the space for an "EOC" rent-free for the duration of this agreement.
4. All facility utilities shall be the responsibility of "City". This commitment by the "City is based upon the belief that the "EMA" has on the facility's utility expenses will be nominal. If at some point throughout this agreement it is determined that the use of the facility by "EMA" is having significant impact on utility expenses the parties agree to negotiate in good faith to establish a fair contribution rate for the utilities by "EMA".
5. All facility and grounds maintenance costs shall be the responsibility of "City".
6. Any support services provided by the "City" such as, but not limited to telephone service and information technology services shall be negotiated and approved by the EMA Director and appropriate City Department Director, inclusive of any fees or service charges, separate from this agreement.
7. The "City will maintain insurance on the structure and the grounds, which will include both property and general liability. The "EMA" 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.
8. The "EMA" shall make available to the "City" the "EOC" for use regarding special meetings, trainings, or other requested purposes so in that the space is not already being utilized for scheduled "EMA" business or emergency and disaster response and recovery operations.
9. Right to terminate. "EMA" shall have the absolute right to occupy its designated space in the facility for 20 years. After 20 years, the "City" may terminate the "EMA" right to occupy by

giving 5 year's written notice of its intent to do so. This will allow the "EMA" adequate and necessary time for alternate space and financial planning. At any time the "EMA" may notify the "City" of its intent to vacate the facility. In either case regarding termination, no party to this agreement shall be liable to the other for any financial compensation for vacating the facility. This method of termination shall remain in place until both parties agree that the condition of the facility no longer makes the identified space functional for use as an "EOC". The time period set out above will be calculated based upon the date that occupancy is granted for the space.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized to enter into such agreement with the Pottawattamie County Emergency Management Commission and Agency for the purpose of establishing a multi-jurisdictional Emergency Operations Center "EOC".

ADOPTED
AND
APPROVED January 28, 2019

_____
Matthew J. Walsh, Mayor

ATTEST: _____
Jodi Quakenbush, City Clerk