

Lee County Board of County Commissioners
Agenda Item Summary

Blue Sheet No. 20020165

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute an Agreement between Lee County and Christ United Methodist Church of Lehigh Acres located at 1430 Homestead Road, North in Lehigh Acres for a period of five (5) years.

WHY ACTION IS NECESSARY: Agreements must be approved by the Board of County Commissioners.

WHAT THE ACTION ACCOMPLISHES: Authorizes Lee County temporary use of the Property called Christ United Methodist Church of Lehigh Acres located at 1430 Homestead Road, North in Lehigh Acres for emergency response, relief and recovery efforts.

2. DEPARTMENTAL CATEGORY: Division of Public Safety (07)
COMMISSION D. # _____ **C7A**

3. MEETING DATE: **03-19-2002**

4. AGENDA
 CONSENT
ADMINISTRATIVE
APPEALS
PUBLIC
TIME REQUIRED:

5. REQUIREMENT/PURPOSE
(Specify)
STATUTE
ORDINANCE
ADMIN. CODE
OTHER

6. REQUESTOR OF INFORMATION

A. COMMISSIONER _____
B. DEPARTMENT _____
C. DIVISION Public Safety
BY John D. Wilson, Director *JW*

7. BACKGROUND:

The Agreement between Lee County and Christ United Methodist Church of Lehigh Acres, voluntarily and without further compensation, grants permission for the temporary use of the Property for emergency response, relief and recovery efforts. These efforts shall include, but not be limited to, a staging area for emergency response equipment, an emergency distribution point, a multi-agency coordinating center, a disaster recovery center and other emergency related uses.

As part of this Agreement, the County agrees to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees, or contractors and further agrees to reimburse a prorated share of the telephone, electrical, water and sewer services.

Attachment 1 - Three (3) copies of signed Christ United Methodist Church of Lehigh Acres Agreement.

8. MANAGEMENT RECOMMENDATIONS: Staff recommends executing the Statement of Agreement.

9. RECOMMENDED APPROVAL

DEPARTMENT DIRECTOR <i>2/13/02</i>	PURCHASING <i>N/A</i>	HUMAN REL <i>N/A</i>	Office of Budget Svcs. BAI GCI Risk Dir. <i>2/28/02</i>	OTHER <i>2/28/02</i>	COUNTY ATTORNEY <i>2/28/02</i>	COUNTY MANAGER <i>2/28/02</i>
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10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN.
2/28/02 4:30pm

REC'D.
by CO. ATTY.
2/14/02
2:20pm
CO. ATTY.
FORWARDED TO:
2/28/02

2/28/02 4:15

STATEMENT OF AGREEMENT
CONCERNING THE USE OF REAL ESTATE OR OTHER PREMISES
FOR EMERGENCY RESPONSE, RELIEF AND RECOVERY EFFORTS

This agreement is entered into this _____ day of _____, 2002 by and between CHRIST UNITED METHODIST CHURCH OF LEHIGH ACRES, the titled owner of certain real estate or other premises herein after called the "Owner," and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, herein after called the "County", collectively the "Parties" hereto:

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The Owner owns and controls certain real estate described as follows: Christ United Methodist Church of Lehigh Acres located at 1430 Homestead Road, Lehigh Acres, Florida 33936 (hereinafter the "Property"). Owner, in consideration of the terms and conditions set out herein, voluntarily and without further monetary compensation, grants permission to the County for the temporary use of the Property for emergency response, relief and recovery efforts. These efforts shall include, but not be limited to, a staging area for emergency response equipment, an emergency distribution point, a multi-agency coordinating center, a disaster recovery center and other emergency related uses.
2. The County agrees to exercise reasonable care during the use of the Property and further agrees to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees, or contractors during its occupancy.
3. The County agrees to reimburse the Owner of the Property a prorated share of the telephone, electricity, water and sewer services used by the County, its agents, employees, or contractors, and further the County agrees to reimburse the Owner of the Property for any specific increased costs incurred for utility services provided that proof

of increased costs is provided to the County.

4. The County, based upon the type of emergency event, shall inform the Owner's authorized representative of the intended duration of the temporary use of the property as soon as practicable. Use will be allowed for one (1) week at a time with additional weeks approved by Owner. Said use can be terminated by Owner with seven (7) days notice.
5. The Owner agrees to provide emergency contact information to the County and to update said information annually (See Attachment).
6. This Agreement shall remain in force for a period of five (5) years from its execution by the County with the option for the Parties to mutually renew same for an additional five (5) years.
7. The Owner must approve any and all printed materials that are published by the County which refer to the Property.
8. The County shall advise Owner in writing of any rescue organization(s) it intends to assist with the emergency relief efforts on the Property. Said organization must enter into a Mutual Aid Agreement with the County.
9. The County will be liable to Owner for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official, employee, or contractor during the County's use of the property, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
10. The County agrees to list Owner as an additional insured on its general liability insurance the purposes of this Agreement (See Attachment).
11. This agreement contains the entire Agreement between the Parties hereto and there are no


promises, agreements, conditions, undertaking or warranties or representations, oral or written, express or implied, between them except as set forth herein.

12. No change or modification to this agreement shall be effective unless the same is in writing and signed by both parties hereto.
13. Either Party to this Agreement may terminate same for its convenience, without cause, upon thirty (30) days written notice to the non-terminating party.


IN WITNESS THEREOF, the Owner caused this Agreement to be executed and the County has caused this Agreement to be executed by the Chairman of the Board of County Commissioners of Lee County, Florida. Said Agreement to become effective and operative upon execution by the County.

SIGNATURES TO THE AGREEMENT

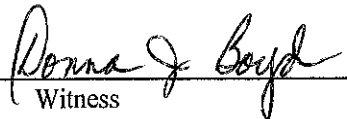
**CHRIST UNITED METHODIST CHURCH OF
LEHIGH ACRES**



Witness

By: 

Its: Chairman



Witness

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Chairman

**ATTEST:
CHARLIE GREEN, CLERK**

APPROVED AS TO FORM:

By: _____
Deputy Clerk

By: _____
Office of the County Attorney

Contact List of Authorized Representatives of Temporary
Use of Real Estate or Other Premises

Name of Site/Facility: CHRIST UNITED METHODIST CHURCH
Address: 1430 HOMESTEAD RD N LEHIGH ACRES FL
Phone: 369-1433 Emergency Phone: 369-3775

Primary Emergency Contact

Name: DONNA BOYD
Home Phone: 369-3775 Pager: _____ Cellular Phone: _____

1st Emergency Contact

Name: DENNIS RANCHOV
Home Phone: 369-8896 Pager: _____ Cellular Phone: _____

2nd Emergency Contact

Name: _____
Home Phone: _____ Pager: _____ Cellular Phone: _____

The above information is correct as of 2/16/02

Please mail or fax this completed form to:

LEE COUNTY EMERGENCY MANAGEMENT
P. O. BOX 398
FORT MYERS, FL 33902-0398
(941) 477-3600
FAX: (941) 477-3636

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)
02/12/02

PRODUCER
ARTHUR J GALLAGHER-BOCA RATON

2255 GLADES RD SUITE 400E
Boca Raton, FL 33431-7379

INSURED
Lee County Board of Commissioners
Attn: Risk Management Dept.
PO Box 398
Ft. Myers, FL 33902

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: United National Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS			
A	GENERAL LIABILITY	CP65074	10/01/01	10/01/02	EACH OCCURRENCE	\$1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$		
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$		
	Including SIR				PERSONAL & ADV INJURY	\$		
	of \$200,000				GENERAL AGGREGATE	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS -COMP/OP AGG	\$		
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/> SCHEDULED AUTOS			PROPERTY DAMAGE (Per accident)	\$				
<input type="checkbox"/> HIRED AUTOS								
<input type="checkbox"/> NON-OWNED AUTOS								
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$			
<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$			
				AUTO ONLY: AGG	\$			
EXCESS LIABILITY				EACH OCCURRENCE	\$			
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$			
<input type="checkbox"/> DEDUCTIBLE					\$			
RETENTION \$					\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS				
				OTH-ER				
				E.L. EACH ACCIDENT	\$			
				E.L. DISEASE-EA EMPLOYEE	\$			
				E.L. DISEASE-POLICY LIMIT	\$			
OTHER								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Temporary use for emergency response, relief & recovery efforts.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
Christ United Methodist Church 1430 Homestead Road, North Lehigh Acres, FL 33936		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>David L. ...</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.