

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize Chairman to execute interlocal agreement with Florida Gulf Coast University to use the FGCU Teaching Gym as a hurricane shelter. Authorize expenditures not to exceed \$947,296.00 to offset the University's costs to construct the building to hurricane shelter guidelines requested by Lee County. Approve transfer from Fund 18200 All-Hazards Reserves in the amount of \$947,296.00.

WHY ACTION IS NECESSARY: Board authorization is required for any expenditure exceeding \$50,000.

WHAT ACTION ACCOMPLISHES: Furnishes additional shelter spaces for residents vulnerable to hurricane forces and furthers the reduction of the county's current hurricane shelter space deficit.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:

A7A

4. AGENDA:

- CONSENT
- X ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- X OTHER

3. MEETING DATE:

03-26-2002

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT
- C. DIVISION Public Safety
- BY: John D. Wilson, Director *[Signature]*

7. BACKGROUND: The attached interlocal agreement will execute an arrangement to use the new Florida Gulf Coast University Teaching Gym as a hurricane shelter. The facility would offer an additional 1,838 shelter spaces to house residents when hurricanes threaten the area. This represents about a 5 percent reduction in the county's current hurricane shelter deficit.

Included in the agreement is documentation identifying the estimated cost to construct the facility to county hurricane shelter guidelines (Attachment A of the agreement). This estimate forms the basis for the not to exceed cost figure. The estimate was furnished by Kraft Construction Company, the firm building the facility, and is based on several discussions between the company, county and FGCU staff.

Funding for these expenses is available from the following reserve account: GC5890118200.509940 – Reserves for cash balance FY 02 to be transferred into the following expense account: KF5250418200.508120

Attachment: Three copies of the interlocal agreement and attachments.

8. MANAGEMENT RECOMMENDATIONS: Staff recommends signing the agreement.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i> 3/12/02	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i>	OA P.M. 3/13/02	MS OM 3/13/02	Risk 3/14	GC P.M. 3/13/02	<i>[Signature]</i> 3-14-02

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN.
3/12 10:10
COUNTY ADMIN.
FORWARDED TO:
3/14 2:00

RECVD.
by CO. ATTY.
3/12/02 9:53 AM
CO. ATTY.
FORWARDED TO:
ASL/TN
3/12/02 10:00 AM

INTERLOCAL AGREEMENT BETWEEN FLORIDA GULF COAST UNIVERSITY AND LEE COUNTY

This INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2002, by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereafter referred to as "COUNTY", and FLORIDA GULF COAST FGCU, hereafter referred to as "FGCU".

WHEREAS, FGCU, is a member of the Florida State University System and the Board of County Commissioners is the governing body in and for Lee County; and

WHEREAS, both the COUNTY and FGCU are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into interlocal agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the COUNTY is a political subdivision of the State of Florida, and as such, is a "local emergency management agency" pursuant to Chapter 252, Florida Statutes, having the responsibility for "emergency management" for the COUNTY; and

WHEREAS, the COUNTY is vulnerable to the effects of hurricanes and other natural or man-made disasters that require large scale evacuation and/or shelter protection of populations when such disasters threaten the COUNTY; and

WHEREAS, Lee County Goal 79, Objective 79.2 of the Lee Plan provides that adequate shelter space will be available for the population in the Hurricane Vulnerable Zone at risk under a Category 3 storm; and

WHEREAS, the COUNTY has an acute hurricane shelter shortage as a result of its population growth and more exacting hurricane shelter design standards; and

WHEREAS, the COUNTY has implemented a program designed to reduce the emergency public shelter deficit, and has funded structural improvements through monies from the All-Hazards Protection District MSTU; and

WHEREAS, the COUNTY and FGCU have entered into a Hurricane Shelter and

Emergency Management Agreement which allows building(s) on FGCU campus to be used as hurricane shelters for the general public, based on mutual consent and agreement between the parties; and

WHEREAS, the COUNTY has agreed through the Master Development Agreement to furnish financial resources to FGCU to cover the additional cost of making such building(s) suitable for sheltering the general public; and

WHEREAS, FGCU plans to construct a new facility that would contain approximately 109,634 square feet of space under roof, and is agreeable to use the facility to provide additional hurricane shelter space for the community; and

WHEREAS, in furtherance of the Lee County Comprehensive Emergency Management Plan, the COUNTY and FGCU recognize the benefits that will arise from furnishing suitably constructed shelter space to those citizens at risk to hurricane threats.

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

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.
2. FGCU, controlling the premises called FGCU TEACHING GYM, grants permission to the COUNTY to temporarily use this facility for the purpose of providing emergency shelter for citizens at risk to hurricane forces during an actual or impending emergency declared by either the Lee County Board of County Commissioners or the Governor of the State of Florida.

In return for the use of said facility and to further the use of the facility as an emergency public shelter, the COUNTY agrees to furnish FGCU financial resources not to exceed \$947,296.00 (nine hundred forty seven thousand two hundred and ninety six dollars) for the additional construction costs and improvements, as itemized in Attachment A, to build the facility to the hurricane shelter design criteria and guidelines listed in Attachment B of this agreement,

A and B are incorporated herein by reference.

4. The COUNTY agrees to exercise reasonable care in the conduct of its activities involved during the use of the facility as described in this Agreement. The COUNTY further agrees to repair, replace or reimburse FGCU for any damages to said property caused by the COUNTY, its agents, employees or citizens who use the facility as a result of its use as a hurricane shelter.
5. The COUNTY shall extend its insurance coverage to the facility when the COUNTY uses it for hurricane sheltering purposes by listing it as an additional insured property on the County's existing policies. COUNTY shall provide proof of this extended coverage before this Agreement becomes effective.
6. The COUNTY agrees to reimburse FGCU a prorated share of the telephone, electricity, water and sewer services incurred during the use of the facility by the COUNTY.
7. In cooperation with FGCU and the American Red Cross, the COUNTY shall furnish resources to manage the facility as an emergency shelter for the general public. This will include persons to manage the facility as a shelter, and appropriate equipment, materials and supplies.
8. The COUNTY shall prepare, in concert with FGCU and the American Red Cross, an emergency plan that governs the use of the facility as a hurricane shelter. Said emergency plan shall include:
 - a. The designation of COUNTY, FGCU and American Red Cross representatives who shall coordinate activities and services.
 - b. The plan's purpose, scope and any necessary and appropriate assumptions needed for plan implementation.
 - c. A shelter management operations procedure that will include the COUNTY, the American Red Cross and FGCU.

- d. Food service procedures.
 - e. Reimbursement procedures.
 - f. Hourly employee cost for use of facility management services from FGCU, should they be needed and based on mutual consent.
 - g. Any additional data and information deemed necessary and/or appropriate plan implementation as agreed to by both the COUNTY and FGCU.
- 9.
- a. Subject to the limitations as set out in Florida Statutes § 768.28 and §252.51, the COUNTY shall defend, hold harmless and indemnify FGCU from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury , death and/or property damage or any other lawful expense, including but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the COUNTY, its agents, employees, contractors or evacuees, during the COUNTY's use of the facility in an emergency event.
 - b. Subject to the limitations as set forth in Florida Statutes, § 768.28 and § 252.51, FGCU shall defend, hold harmless and indemnify the COUNTY from and against any and all claims, actions, damages, liability cost expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising form the acts or omissions of FGCU, its agents, employees, and contractors for the construction of the

facility. The provisions of this paragraph are not intended to abrogate the sovereign immunity of FGCU beyond that set forth in Section 768.28, Florida Statutes.

10. The COUNTY and FGCU agree that throughout the term of this Agreement and during the performance of the obligations hereunder, that the Parties will maintain medical and workers compensation insurance for the Parties respective employees used to assist in the provisions set forth in the emergency plan referenced in paragraph 7, above. FGCU employees shall not be construed to be either agents or employees of the COUNTY for the purposes of this Agreement, neither shall COUNTY employees be construed to be either agents or employees of FGCU.
11. This Agreement contains the entire agreement between the COUNTY and FGCU, any verbal understanding, statements or prior writings or agreements to the contrary notwithstanding.
12. No change or modification to this Agreement shall be effective unless the same is in writing and signed to by both parties.
13. Either party to the Agreement may terminate this Agreement by giving six (6) months written notice. Should FGCU terminate the agreement for whatever cause, it shall reimburse the COUNTY the dollar amount specified in paragraph 3, less an appropriate amount for depreciation based upon straight-line depreciation of the facility over its useful life of thirty (30) years.
14. This Interlocal Agreement shall be for a term commencing on the date of the execution of the Agreement and end on the _____ anniversary date.

IN WITNESS WHEREOF, the COUNTY and FGCU hereto have set their hands and seals on the date and year indicated.

ATTEST:

FLORIDA GULF COAST UNIVERSITY

By: _____

By: _____

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

KRAFT CONSTRUCTION COMPANY INC.
FGCU TEACHING GYM

NDJM #1 DOCUMENTS - AIA DwgS dated 24JUL01 - GMP ESTIMATE w/ V.E. per 30OCT01.

DESCRIPTION	30-Oct-01 BUILDING GMP	9-Aug-01 SITEWORK GMP	30-Oct-01 ADDENDUM #1 V.E. / GMP	Main Bldg ESTIMATE SHELTER	West Annex ESTIMATE SHELTER	V.E. DESCRIPTION	15-Oct-01 ADDENDUM #1 GMP
PAINTING w/ elastomeric	230,476		230,476				230,476
VISUAL DISPLAY BOARDS	by owner		nic			n.i.c.	nic
TOILET PARTITIONS	51,490		51,490				51,490
LOUVERS & VENTS	13,500		13,500	7,500.00	4,500.00		13,500
SIGNAGE	0		0	1,500.00	1,500.00	n.i.c.	15,000
METAL LOCKERS / single tier	44,570		44,570				44,570
WOOD LOCKERS / manufactured allowance	17,850		17,850				17,850
F.E. & CABINETS	4,118		4,118				4,118
TOILET ACCESSORIES	18,625		18,625				18,625
FOOD SERVICE / LAUNDRY EQUIPMENT	by owner		by owner			n.i.c.	by owner
ATHLETIC EQUIPMENT	31,000		31,000			delete volleyball equip (not sleeves)	41,000
SCOREBOARDS / by owner	by owner		by owner			n.i.c.	by owner
PORTABLE BASKETBALL UNITS / qty two	0		0			n.i.c.	30,140
FIXED SEATING / CONCOURSE	-118,400		-118,400			n.i.c.	incl
FIXED SEATING / SUITES	-14,700		-14,700			plastic vs. upho.stered	incl
TELESCOPIC BLEACHER SEATING	-54,200		-54,200			manual vs. semi-automatic	incl
TELESCOPIC FOLDING SEATS	552,079		552,079			buy-out	569,479
ELEVATORS	45,800		45,800				45,800
FIRE PROTECTION	104,500		104,500				104,500
PLUMBING	246,000		246,000				246,000
H.V. & AIR CONDITIONING (500 ton cooling load)	1,277,000		1,277,000	84,836.00	24,000.00	sink add at net M.W. V.E.	1,487,000
Johnson Control @ \$230,567 per owner allowance	at HVAC		at HVAC			delete ice storage complete	at HVAC
ELECTRICAL	970,000		970,000	12,820.00	8,000.00		970,000
Simplex Fire @ \$59,100 per owner allowance	at electric		at electric			n.i.c.	50,000
Best Card Access per owner allowance	0		0			n.i.c.	25,794
SOUND SYSTEM @ \$70k allowance	-20,000		-20,000			system redesign by P.E.	at electric
WATER SUPPLY / WELL SYSTEM / ALLOWANCE	0		0	37,000.00	0.00		
SUBTOTAL	9,407,583	735,055	10,142,638	595,049.00	183,600.00		10,833,192
LABOR BURDEN	242,352	31,229	273,581	26,840.00	10,560.00		273,581
SALES TAX	1,935	465	2,400				2,400
BLDRS. RISK INSURANCE (.25/100)	27,284	1,231	28,515	1,700.00	605.00		30,350
GENERAL LIABILITY INSURANCE (.529%)	55,995	4,340	60,335	3,597.00	1,280.00		64,220
PERMIT FEE ALLOWANCE	by owner		by owner				by owner
IMPACT/TAP FEE ALLOWANCE	by owner		by owner				by owner
PRIMARY UTILITY SERVICES	by owner		by owner				by owner
SUBTOTAL	9,735,149	772,320	10,507,469	627,186.00	196,045.00		11,203,743
GENERAL CONTRACTORS FEE @ 5%	529,240	41,020	570,260	34,000.00	12,100.00		606,910
SUBTOTAL	10,264,389	813,340	11,077,729	661,186.00	208,145.00		11,810,653
CONTINGENCY	230,000	20,000	250,000	50,000.00	20,000.00		250,000
PYMT & PERF BOND	70,437	7,063	77,500	5,915.00	2,050.00		77,500
GRAND TOTAL	10,564,826	840,403	11,405,229	717,101.00	230,195.00		12,138,153
GROSS SQUARE FOOTAGE			86,418 GSF				86,418 GSF

ATTACHMENT B
EMERGENCY SHELTER GUIDELINES & CRITERIA

Purpose: The purpose of this guideline is to define the minimum design requirements for building an emergency shelter for hurricane situations.

Definitions:

SLOSH - The acronym which stands for the Sea, Lake, Overland Surges from Hurricanes numerical computer storm surge model. This storm surge model, developed by the National Oceanic and Atmospheric Administration, the National Weather Service, is used to develop data that describes the still storm surge height estimates according to the storm categories described in the Saffir-Simpson Hurricane Scale. The results of the model are used to define for life safety purposes, the hurricane evacuation scenarios for Lee County.

General: The emergency shelter should be built and conform to the provisions set forth in this guideline. As an option, a segment of the building can be constructed to these provisions so long as the building section meets all appropriate conditions contained in this guideline.

Construction Standards: The emergency shelter or emergency shelter areas should be built to or meet the following criteria:

SLOSH Flooding Zone:

Building's lowest floor elevation above the Category 3 hurricane storm flooding level as defined by the most recent data from the SLOSH model, or two feet above the highest point of the road adjacent to the building, whichever is higher.

FIRM Flooding Zone:

B or X (post 1987), with at least one access route designed for the 1 in 25 year event.

Elevation:

Shelter spaces 0 - 3 feet above the Base Flood Elevation (BFE).

Wind Design Certification:

Design to 130 mph wind speed using ASCE - 7 procedures with no importance factors considered, certification by a structural engineer or architect,

Wall Envelope:

Reinforced concrete or masonry exterior walls, with vertical rebars spaced at 4 - 8 feet on center.

Roof Envelope:	Sufficiently anchored to exterior walls to meet specified internal wind pressure loads, prevent fluttering and racking, and to avoid progressive collapse. Solid skin design of a heavy gauge metal type or equivalent roof covering. Roof mounted mechanical equipment sufficiently anchored to meet wind design certification. No skylights or roof turbines.
Roof Drainage:	Scuppers required for roofs and enclosing parapets. Designed to facilitate cleaning of roof drains and scuppers.
Aperture Protection:	Limited apertures, full aperture protection of lowest three stories from penetration from windblown debris by strengthened glazing, baffles, shutters meeting Dade County missile impact criteria, or equivalent.
Fire/General Safety:	Meets all applicable codes and standards with battery emergency access lights.
Handicap Accessibility:	Meets minimum applicable codes and standards.
Electrical:	Pre-wired for portable emergency generator hook-up to emergency lighting and safety systems.
Water Source:	Potable water storage and/or delivery of 1.5 gallons per person sheltered.
Sanitary Capabilities:	A minimum of one toilet, and storage and/or delivery of additional toilet unit at the rate of one each per 40 persons sheltered.