

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute an Agreement between Lee County and Christ United Methodist Church of Lehigh Acres Fellowship Hall use as a Special Care Center 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 ACTION ACCOMPLISHES: Authorizes Lee County temporary use of the Property called Christ United Methodist Church of Lehigh Acres Fellowship Hall located at 1430 Homestead Road, North in Lehigh Acres as an emergency shelter.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 5

C7A

3. MEETING DATE: 07-02-2002

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT: Independent
- C. DIVISION: Public Safety
- BY: John D. Wilson *JDW*

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 temporary use of Fellowship Hall as a Special Care Center. These efforts shall be limited to serve as a Special Care Center for the County's elderly, frail or handicapped individuals eligible for a Special Care Center.

Contingent upon availability of funding, the County agrees to provide materials, equipment and supplies to support the Christ United Methodist Church of Lehigh Acres - Fellowship Hall use as a Special Care Center.

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:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>JDW</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
3/16/02					6/13/02	6/13/02	6/18	6-14-02	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 6/13/02
Time: 3:50 pm
Forwarded To: Budget
6/12/02 4:10 pm

RECEIVED BY
COUNTY ADMIN.
6/13 4:30
COUNTY ADMIN.
FORWARDED TO:
6/19 12:00

STATEMENT OF AGREEMENT
CONCERNING THE USE OF REAL ESTATE OR OTHER PREMISES
FOR EMERGENCY RESPONSE AND RELIEF 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"). This Agreement shall be limited to the Fellowship Hall, including restrooms, kitchen and parking areas. 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 Fellowship Hall for emergency response and relief efforts. These efforts shall be limited to serve as a Special Care Center for the County's elderly, frail, infirm or handicapped individuals eligible for a Special Care Center.
2. Contingent upon availability of funding, the County agrees to provide materials, equipment and supplies to support the Christ United Methodist Church of Lehigh Acres - Fellowship Hall use as a Special Care Center.
3. The Owner shall serve as the facility manager for the property described herein when it is used as a Special Care Center. Management of the Special Care Center's sheltering operation will be the responsibility of HRS-Lee County Public Health Unit.

4. Both Parties agree to support any training and training activities necessary to implement the Special Care Center program at the Christ United Methodist Church of Lehigh Acres as resources and time permit. Furthermore, both Parties recognize that such planning and training activities are essential in providing assistance to residents in an emergency or disaster.
5. 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.
6. 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.
- 7.. 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.
8. The Owner agrees to provide emergency contact information to the County and to update said information annually (See Attachment).
9. The Owner must approve any and all printed materials that are published by the County which refer to the Property.
10. 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

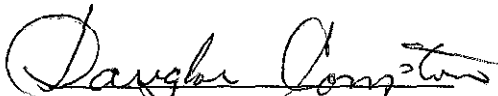
omission(s) of any official, employee, or contractor during the County's use of the property, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.


11. The County agrees to list Owner as an additional insured on its general liability insurance the purposes of this Agreement (See Attachment).
12. 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.
13. No change or modification to this agreement shall be effective unless the same is in writing and signed by both parties hereto.
14. Either Party to this Agreement may terminate same for its convenience, without cause, upon one (1) year written notice to the non-terminating party.

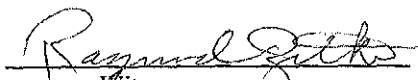
IN WITNESS THEREOF, the Owner caused this Agreement to be executed and the County has caused this Agreement to be executed by the Chairman of the Board of County Commissioners of Lee County, Florida. Said Agreement to become effective and operative upon execution by the County.

SIGNATURES TO THE AGREEMENT

CHRIST UNITED METHODIST CHURCH OF
LEHIGH ACRES


Witness

By: 
Chairman


Witness

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

By: _____
Chairman

**ATTEST:
CHARLIE GREEN, CLERK**

By: _____
Deputy Clerk

spelacumc

APPROVED AS TO FORM:

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 33936

Phone: 239-369-1433 Emergency Phone: _____

Primary Emergency Contact

Name: Dennis Ganchou

Home Phone: 369-8896 Pager: _____ Cellular Phone: _____

1st Emergency Contact

Name: Donna Boyd

Home Phone: 369-3775 Pager: _____ Cellular Phone: _____

2nd Emergency Contact

Name: Alan Shelton

Home Phone: 368-0514 Pager: _____ Cellular Phone: _____

The above information is correct as of / /

Please mail or fax this completed form to:

**LEE COUNTY EMERGENCY MANAGEMENT
P. O. BOX 398
FORT MYERS, FL 33902-0398
(239) 477-3600
FAX: (239) 477-3636**

Client#: 75

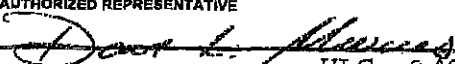
LEECOUNTYBOARD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 06/07/02
PRODUCER ARTHUR J GALLAGHER-BOCA RATON 2255 GLADES RD SUITE 400E Boca Raton, FL 33431-7379	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.	
INSURED Lee County Board of Commissioners Attn: Risk Management Dept. PO Box 398 Ft. Myers, FL 33902	INSURERS AFFORDING COVERAGE INSURER A: United National Insurance Co. INSURER B: National Union of Pennsylvania 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR Including SIR of \$200,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP65074	10/01/01	10/01/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS Including SIR of \$200,000	CP65074	10/01/01	10/01/02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Including SIR of \$300,000	4161158	10/01/01	10/01/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 FOR: Use of premises for emergency response and relief efforts by Lee County Emergency Management

CERTIFICATE HOLDER Christ United Methodist Church of Lehigh Acree 1430 Homestead Road Lehigh Acres, FL 33936	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION 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 
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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.