

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20030125

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve and execute an agreement between Lee County and Home Depot #6373 located at 11941 Bonita Beach Road, SE in Bonita Springs, Florida 33923 for a period of five (5) years.

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

**WHAT ACTION ACCOMPLISHES:** Authorizes Lee County temporary use of property called Home Depot #6373 for emergency relief and recovery efforts.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #:**

**C7A**

**3. MEETING DATE:**

**02-18-2003**

**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 ~~Public Safety~~
- C. DIVISION Public Safety
- BY: John D. Wilson, Director *JW*

**7. BACKGROUND:**

The agreement between Lee county and Home Depot voluntarily and without compensation grants permission for the temporary use of Home Depot Store #6373 located at 11941 Bonita Beach Road, SE Bonita Springs for emergency relief and recovery efforts. These efforts could include: disaster application centers, disaster field office, staging areas for emergency response equipment, emergency distribution points and other emergency related uses.

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

Attachment 1 - Three (3) copies of signed Home Depot #6373 agreement.

**8. MANAGEMENT RECOMMENDATIONS:** Staff recommends approval of request.

**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>11/30/03</i>	<i>2/3/03</i>	<i>NA</i>		<i>[Signature]</i>	<i>P.M. 2/4/03</i>	<i>[Signature] 2/4/03</i>	<i>[Signature] 02/04/03</i>	<i>M 2/4/03</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**  
Date: 2/3/03  
Time: 4:30 p.m.  
**Forwarded to:**  
Budget  
2/4/04 9:35am

RECEIVED BY  
COUNTY ADMIN. *JM*  
2/4/03 10:30  
COUNTY ADMIN.  
FORWARDED TO: *BT*  
2/4/04

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 THE HOME DEPOT STORE #6373, 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: THE HOME DEPOT STORE #6373, located at 11941 Bonita Beach Road, SE in Bonita Springs, Florida 33923 (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.

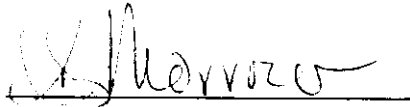
4. The County, based upon the type of emergency event, shall inform the Owner's authorized representative of the intended duration of the temporary use of the property as soon as practicable. Use will be allowed for one (1) week at a time with additional weeks approved by Owner. Said use can be terminated 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

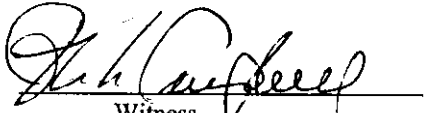
promises, agreements, conditions, undertaking or warranties or representations, oral or written, express or implied, between them except as set forth herein.

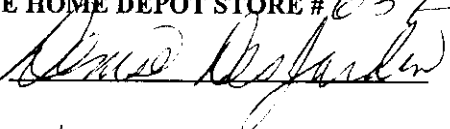
- 12. No change or modification to this agreement shall be effective unless the same is in writing and signed by both parties hereto.
- 13. Either Party to this Agreement may terminate same for its convenience, without cause, upon thirty (30) days written notice to the non-terminating party.

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

  
Witness

  
Witness

THE HOME DEPOT STORE # 6373  
By:   
Its: Manager

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

ATTEST:  
CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

hdbs

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: Home Depot

Address: 11941 Bonita Beach Rd.

Phone: 239-947-5868 Emergency Phone: \_\_\_\_\_

Primary Emergency Contact

Name: Denise DesJardin

Home Phone: 941-267-4792 Pager: \_\_\_\_\_ Cellular Phone: 239-872-2093

1<sup>st</sup> Emergency Contact

Name: Darryl Conrad

Home Phone: 239-479-5174 Pager: \_\_\_\_\_ Cellular Phone: 239-872-6426

2<sup>nd</sup> Emergency Contact

Name: Alan Cooper

Home Phone: 239-561-0959 Pager: \_\_\_\_\_ Cellular Phone: 239-823-9040

*The above information is correct as of 1/18/03*

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*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