

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

Blue Sheet No. 20030349

1. REQUESTED MOTION:

ACTION REQUESTED: Execute lease agreement with the YMCA of Collier County and the City of Bonita Springs to use the YMCA facility being constructed just northeast of the I-75/Bonita Beach Road Interchange in Bonita Springs as a hurricane shelter and staging area for emergency response equipment during emergencies. Authorize expenditures not to exceed \$115,000 as the county's contribution to offset the cost to upgrade the facility to hurricane shelter guidelines requested by Lee County. Funding is available.

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

WHAT ACTION ACCOMPLISHES: Furnishes up to 1,450 additional shelter spaces for residents vulnerable to hurricane forces, helps reduce the county's current shelter deficit, and provides additional space for staging emergency equipment coming from outside Lee County to help in emergency response efforts.

2. DEPARTMENTAL CATEGORY:

07
COMMISSION DISTRICT #: 3

A7B

3. MEETING DATE:

04-08-2003

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
C. DIVISION *Public Safety*
BY: John D. Wilson, Director
FOR

7. BACKGROUND: The attached lease agreement provides the mechanism to permit Lee County and the City of Bonita Springs to use the proposed Bonita Springs YMCA building as a hurricane shelter and staging area during disaster incidents. The total estimated total for the shelter upgrades is \$293,447.00, with the City of Bonita Springs picking up \$191,147 of the cost. The City has already signed the lease agreement.

The project was assessed using the evaluation policy approved by the Board last June. The analysis is attached (Attachment B). In summary, the analysis results show that the YMCA facility would be an excellent choice due to its location, increase in shelter capacity, and availability for use as a shelter. In addition, the project's estimated efficiency and effectiveness costs are very good.

Funding to cover the county's share of the estimated costs is available from the following account strings:

- 20899218200.503490, in the amount of \$63,250.
- 20899230100.503490, in the amount of \$51,750.

Attachments: Three copies of the lease agreement and exhibits
Hurricane Shelter Project Evaluation of Bonita Springs YMCA Facility

8. MANAGEMENT RECOMMENDATIONS: Staff recommends signing the lease 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>3-20-03</i> <i>Marcus</i>	<i>[Signature]</i>			<i>[Signature]</i> <i>3/24/03</i>	<i>[Signature]</i> <i>3/25/03</i>	<i>[Signature]</i> <i>3/25/03</i>	<i>[Signature]</i> <i>03/25/03</i>	<i>[Signature]</i> <i>3-25-03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

_____ APPROVED
_____ DENIED
_____ DEFERRED
_____ OTHER

Rec. by CoAtty
Date: 3-24-03
Time: 1:45 PM
Forwarded To:
City Admin.
3-24-03

RECEIVED BY
COUNTY ADMIN. *EW*
3-24-03
3:15
COUNTY ADMIN.
3/24/03
[Signature]

LEASE AGREEMENT FOR THE USE OF THE
BONITA SPRINGS YMCA FACILITIES
FOR PUBLIC EMERGENCY PURPOSES

This Lease Agreement is entered into this _____ day of _____, 2003; by and between the CITY OF BONITA SPRINGS, a Florida municipal corporation, hereinafter called the "City", LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereinafter called the "County", and YMCA OF COLLIER COUNTY, INC., a Florida non-profit corporation, owner controlling real estate or other premises, hereinafter called "Owner".

WHEREAS, the City of Bonita Springs is located in Lee County, Florida, and parts of the population of the City, specifically the residents of barrier islands and those living in mobile homes or recreational vehicles are extremely vulnerable to the effects of adverse weather conditions and other natural or man-made disasters that require large scale evacuation and/or shelter protection of populations when such disasters threaten the City; and

WHEREAS, the Bonita Springs Comprehensive Plan tries to meet in its Goals and Objectives that adequate shelter space will be available for the population in the Hurricane Vulnerability Zone at risk under a Category 3 storm; and

WHEREAS, the City recognizes that it has an acute hurricane shelter shortage that do not meet the criteria of American Red Cross (ARC) 4496 Shelter Guidelines; 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 adverse weather conditions 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 provides that adequate shelter space will be available for the population in the Hurricane Vulnerability Zone at risk under a Category 3 storm; and

WHEREAS, the County has an acute hurricane shelter shortage that has been aggravated by the recent implementation of American Red Cross (ARC) 4496 Shelter Guidelines; and

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

WHEREAS, Florida Statutes §252.38(3) provides political subdivisions of the State with the specific authority to appropriate and expend funds, and make contracts, for emergency management purposes; and

WHEREAS, the Board of County Commissioners has determined that additional public shelter space is acutely necessary in the southern part of Lee County; and

WHEREAS, the Owner is constructing a YMCA Facility just northeast of the I-75/Bonita Beach Road Interchange in Bonita Springs, Florida; and

WHEREAS, the said facility contains 29,721 square feet of space under air, providing additional shelter for the community if needed; and

WHEREAS, the Owner at the request of the City and County and in preparation for complying with this Agreement, has upgraded the Facility from the current building code requirements to an enhanced standard which the City and County has determined should provide the citizens with added protection in the event of an emergency; and

WHEREAS, said upgrades will include revising the roof specifications to meet hurricane evacuation shelter guidelines, strengthening or protecting exposed glass areas with missile-impacted rated materials, furnishing emergency power in the event of an emergency and the expenditure of funds that the Bonita Springs City Council and the Lee County Board of County Commissioners has determined serves a public purpose.

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

1. **Consideration**: In consideration of the public funds expended for the upgrading of the property, Owner hereby grants this Lease and the City and County hereby accepts this Lease of that certain real property as described in Exhibit "A" hereto for the temporary use of the Property from time to time by the City and County for its emergency public sheltering and/or staging for emergency response equipment during emergencies as officially declared by the City of Bonita Springs or Lee County.
2. **Emergency Purposes Only**: The Property may only be used for the emergency service purposes listed in Section One during the time when the City of Bonita Springs or Lee County Board of County Commissioners formally declares a State of Local Emergency or the Governor of the State of Florida issues an Executive Order declaring a State of Emergency, in accordance with the provisions set forth in Chapter 252, Florida Statutes. The use will continue for no longer than seven (7) days after a State of Local Emergency has been deactivated.
3. **Title to Property**: Owner is the fee simple owner of title to the Property described in the attached Exhibit "A".

4. **Design and Improvements Costs**: To further the use of the Property as an emergency public shelter, the City and County agrees to reimburse Owner for the additional design costs and improvements made to the building to enhance its ability to withstand hurricane forces. These improvements included strengthening the roof over the facility, providing window protection, and providing emergency power. For accomplishing such improvements, the County and the City are agreeable to reimbursing the Owner the sum of \$306,947.00, which figure is comprised of \$293,447.00 for construction improvements and \$13,500 in additional architectural fees and engineering. The County shall be responsible for \$115,000.00 of these costs and the City shall be responsible for \$191,947.00 of these costs. These figures represent a good faith estimate by the Owner of the total cost of these improvements, as identified in the Good Faith Estimate prepared by Owen-Ames-Kimball dated January 24, 2003, however, the City and the County agree to reimburse Owner for the total actual costs of the improvements. The City and the County shall reimburse the Owner within sixty (60) days of the execution of this Agreement, or should the Owner elect to build the facility in phases, within thirty (30) days from commencement of that portion of the facilities that will house the emergency public shelter, whichever occurs later. To the extent services or materials are donated or discounted to the Owner by such providers of services or materials, all such donations and discounts shall inure solely to the benefit of Owner, and not to the City or County, unless otherwise specifically designated by the providers. The City and County shall pay the full costs of such services or materials with the fair market value determined by the Owner's Architect.

Owner will provide City and County with the necessary supporting documentations confirming that Owner has expended in excess of the cumulative amount \$306,947.00 in upgrading the facility for this purpose, as summarized in Exhibit "B", attached hereto. City and County have confirmed that the Owner's improvements as designed are sufficient to withstand hurricane forces. Structural as-builts will be provided to the City and County upon request after the completion of the project.

5. **Term of Lease**: The Owner agrees that the term of this Lease for the emergency services described in Section One shall be for a period of fifty (50) years.
6. **Authorized Representative**: The Owner and the City and County agree to designate an authorized representative to coordinate the use of the Property for the listed emergency services with the City and County, to provide emergency contact information to the City and County, and to update said information annually.
7. **Notification Prior to Use**: The City and County, based on the type of emergency event, shall notify the Owner's authorized representative of the potential duration of the City and County's emergency service use of the Property as soon as practicable. Further, the City and County will provide

sufficient notification so that Owner may make any necessary arrangements to prepare the Property for the designated emergency service.

8. **Insurance**: The City and County shall extend their insurance coverage to the Property when it is used by the City and County for disaster and/or emergency relief efforts by listing it as an additional insured Property on the City and County's existing policies. In addition, City and County shall reimburse Owner for the cost of any premium increase to the liability insurance coverage purchased by Owner, should it relate to the disaster and/or emergency relief efforts.
9. **Damage to Property**: The City and County agree to exercise reasonable care during the City and County's use of the Property and further agrees to repair, replace or reimburse the Owner for any and all damage to the Property proximately caused by the City and County, their agents, employees, contractors or evacuees.
10. **Utilities**: The City and County agrees to reimburse the Owner of the Property for its prorated share of the telephone, electricity, water and sewer services used by the City and County, its agencies, employees, contractors or evacuees, and further the City and County agrees to reimburse the Owner of the Property for any documented increased costs incurred for utility services.
11. **Water Tank and Generator**: The City agrees that it shall be solely responsible for all expenses related to the maintenance, repair or replacement of the water tank to be installed on the property. The County agrees that it shall be solely responsible for all expenses related to the maintenance, repair or replacement of the generator to be installed on the property. The water tank and generator are required to be installed on Lessor's property pursuant to the American Red Cross 4496 Shelter Guidelines.
12. **Indemnification**: Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the City and County shall defend, hold harmless and indemnify the Owner 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 City and County, their agents, employees, contractors or evacuees, during the City and County's use of the Property. The Owner shall defend, hold harmless and indemnify the City and County from and against any and all claims, actions, damages, liability, costs and expense, including those arising from bodily injury, death and 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 acts or omissions of the Owner, its agents, employees, and contractors for construction of the hurricane shelter.

13. **Other Organizations:** The City and County shall advise Owner in writing of any rescue organization(s) it intends to assist with the emergency relief effort and which will be located on Property during the City and County's emergency use. Said organization will enter into a mutual aid agreement with the City and County and provide sufficient insurance coverage subject to the County Risk Management approval. Owner shall be named as an additional insured on the organization's policy.
14. **Entire Agreement:** This Agreement contains the entire understanding and agreement between the parties hereto and there are no promises, agreements, conditions, undertaking or warranties or representations oral or written, expressed or implied, between them except as set forth herein.
15. **Modifications:** No change or modification to this Agreement shall be made unless the same is in writing and signed by the parties hereto.
16. **Notices:** Notices shall be provided as follows:

Owner: YMCA of Collier County, Inc.
 5450 YMCA Road
 Naples, Florida 34109

With a copy to: John D. Humphreville, Esq.
 Quarles & Brady LLP
 4501 Tamiami Trail North, Suite 300
 Naples, Florida 34103

City: City of Bonita Springs
 9220 Bonita Beach Road, Suite 111
 Bonita Springs, Florida 34135

With a copy to: Audrey Vance, Esq.
 City of Bonita Springs
 9220 Bonita Beach Road, Suite 111
 Bonita Springs, Florida 34135

County: Public Safety Director
 Division of Public Safety
 P.O. Box 398
 Fort Myers, Florida 33902

With a copy to: Lee County Attorney's Office
 P.O. Box 398
 Fort Myers, Florida 33902

17. **Prevailing Law:** The terms and conditions of this lease shall be construed under the laws of the State of Florida.

18. **Dispute Resolution and Attorneys Fees:** Venue for resolution of any disputes arising from this lease shall be in the Circuit Court of Lee County, Florida. The prevailing party shall be entitled to an award of attorneys fees up through and including any appeal.

19. **Effective Dates:** Pursuant to Bonita Springs City Charter 29-C, the effective date of this Lease with the City is 30 days after the adoption of an ordinance authorizing the lease by the Bonita Springs City Council. This lease shall be effective between the Owner and County upon it being filed with the Florida Secretary of State and the Lee County Clerk of Court.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed, the City has caused this Agreement to be executed by the Mayor of the City of Bonita Springs 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 is to become effective and operative with the fixing of the last signature hereto.

Laura Manning
Witness

Robin Seeword
Witness

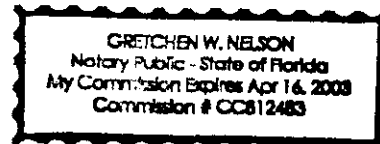
YMCA OF COLLIER COUNTY, INC., a Florida non-profit corporation

By: Mary Mossing
Print Name: MARY MOSSING
Title: PRESIDENT & CEO

STATE OF FLORIDA
COUNTY OF Lee }

The foregoing instrument was acknowledged before me this 5 day of March, 2003 by MARY MOSSING, president (or agent) on behalf of YMCA OF COLLIER COUNTY, INC., a Florida non-profit corporation. He/she is personally known to me or has produced _____ as identification.

Gretchen W. Nelson
Notary Public
Gretchen W. Nelson
(Print Name)
My Commission Expires:



ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

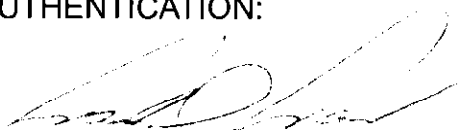
By: _____

By: _____
Chairman

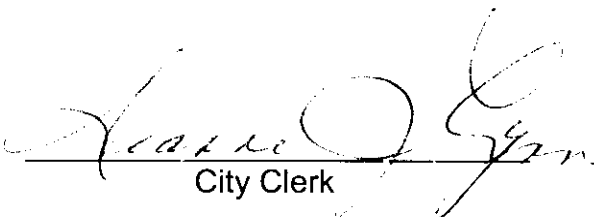
APPROVED AS TO FORM BY:

Office of the County Attorney


AUTHENTICATION:



Mayor



City Clerk

APPROVED AS TO FORM: 

City Attorney

Vote:

Arend	AYE	Piper	AYE
Edsall	AYE	Wagner	AYE
Nelson	AYE	Warfield	AYE
Pass	AYE		

Date filed with City Clerk: 2-24-03

EXHIBIT A

Description of Leased Premises

YMCA facility located at _____, Bonita Springs, Florida.

The portions of this facility included in this lease are the gymnasium, bathrooms, locker rooms, multi-purpose rooms, aerobic areas and other areas, which YMCA personnel may designate.

The premises which are specifically excluded from this lease and which may not be used for evacuation purposes include administrative offices, storage areas containing YMCA property, which YMCA personnel may designate. The Owner reserves the right to exclude other areas in its sole discretion.

PARCEL ONE:

THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY.

And

PARCEL TWO, PART ONE:

THE EAST 1/2 OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA LESS AND EXCEPT THE NORTH 75.00 FEET THEREOF.

PARCEL TWO, PART TWO:

THE WEST 1/2 OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA LESS AND EXCEPT THE NORTH 1/4 OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 26 EAST, AND LESS AND EXCEPT THE NORTH 75 FEET THEREOF.

Owen-Ames-Kimball Company

Good Faith Estimate

Bonita Springs YMCA
 Component Upgrade of Building to a Hurricane Shelter

January 24, 2003

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>BUDGET</u>
<u>SITework</u>				
Potable Water Storage Tank	1	ls	33732 \$	33,732
Site Domestic Water Pump	1	ls	2060 \$	2,060
Connection to Building	1	ls	450 \$	450
Emergency Sewage Holding Tank & Secondary Pumps	1	ls	70715 \$	70,715
<u>SPECIAL CONSTRUCTION</u>				
Upgrade of Metal Building to Hurricane Slids.	1	ls	82500 \$	82,500
<u>MECHANICAL</u>				
Misc. Interior Plumbing Work	1	ls	550 \$	550
<u>ELECTRICAL</u>				
250 KW Emergency Generator	1	ls	72100 \$	72,100
Emergency Generator - Secondary Lift Pump	1	ls	10500 \$	10,500
Misc. Electrical Work	1	ls	1800 \$	1,800
<u>SUBTOTAL</u>			\$	274,407

Fee @ 3%	\$	8,232
<u>SUBTOTAL</u>	\$	282,639
Contingency @ 3%	\$	8,479
<u>SUBTOTAL</u>	\$	291,118
Bond	\$	2,328
<u>TOTAL COMPONENT UPGRADE ESTIMATE</u>	\$	293,447

Exclusions: utility fees, permit fees, FPL fees, property (builder's risk) insurance and Owner's FF&E.

ATTACHMENT B

Hurricane Shelter Project Evaluation Worksheet

PROJECT NAME AND DESCRIPTION OF SHELTER IMPROVEMENT:
 Bonita Springs YMCA Facility (see below)

Storm Surge Vulnerability

Acceptable Conditions	Unacceptable Conditions
Located in either the Category 3 or 4/5 landfalling hurricane evacuation zones with the floor above the category 3 flood level Inside Category 3 landfalling hurricane evacuation zone, floor below category 3 flood (hurricane refuge project only)	Inside Category 2 landfalling hurricane evacuation zone

Project Improvement

Acceptable Conditions	Unacceptable Conditions
Improves structural integrity of building envelope from wind and flood effects	Does not improve structural integrity of building envelope from wind and flood effects

Project Cost Effectiveness (cost per square foot of shelter improvements X 20 square feet)

Acceptable Conditions	Unacceptable Conditions
Less than \$300 per shelter space	More than \$300 per shelter space

Project Cost Efficiency (total shelter improvement cost/number of shelter spaces created)

Acceptable Conditions	Unacceptable Conditions
Less than \$750 per unit	More than \$750 per unit

Project Cost Effectiveness/Efficiency Comparison

Acceptable Conditions	Unacceptable Conditions
Project has low effective and efficiency costs (less than \$150 per shelter space and less than \$300 per unit)	Project has high effective and efficiency costs (more than \$200 per shelter space and more than \$600 per unit)
Project has moderate project effective cost and moderate efficiency costs (less than \$200 per shelter space and less than \$600 per unit)	Project has moderate effective and high efficiency costs (less than \$200 per shelter space and more than \$600 per unit)
Project has high effective cost and low efficiency costs (more than \$200 per shelter space and less than \$300 per unit)	

Hurricane Shelter Funding Priority Ranking Worksheet

PROJECT NAME AND DESCRIPTION OF SHELTER IMPROVEMENT:

Bonita Springs YMCA Facility: Furnish wind improvements to county hurricane shelter guidelines, emergency generator and water facilities. Proposed square footage: 29,721 square feet. Estimated Cost: \$293,447 of which the City of Bonita Springs is picking up \$191,147 and the County is covering the remaining \$115,000. Proposed cost per square foot for improvement: \$9.87. Estimated project's cost effectiveness: \$197.40 per shelter space. Estimated project's cost efficiency: \$202.37 per unit.

Storm Surge Vulnerability

Score	4	Located Outside Category 4/5 evacuation zone
3	3	Inside Category 4/5 evacuation zone, floor above category 3 flood
	2	Inside Category 3 evacuation zone, floor above category 3 flood
	1	Inside Category 3 evacuation zone, floor below category 3 flood

Facility's Potential Use as Hurricane Shelter Managed By American Red Cross

Score	4	Project will mitigate identified deficiencies in the facility that will allow Red Cross to manage facility under all landfalling hurricane threats
4	3	Project will mitigate identified deficiencies in the facility that will allow Red Cross to manage facility under exiting/paralleling hurricane threats
	2	Project will mitigate identified deficiencies in the facility that will allow other sheltering agency to manage facility
	1	Project will mitigate major deficiencies in the facility that will allow it to be used as a refuge of last resort

Increase in Shelter Capacity

Score	4	1,500 or greater additional spaces
3	3	1,000 - 1,499 additional spaces
	2	500 - 999 additional spaces
	1	1 - 499 additional spaces

Building Availability

Score	4	Public facility/Full availability
4	3	Private facility/Full availability
	2	Public facility/Limited availability
	1	Private facility/limited availability

Project Cost Effectiveness (cost per square foot of shelter improvements X 20 square feet)

Score	4	Less than \$150 per shelter space
3	3	\$151 - \$200 per shelter space
	2	\$201 - \$250 per shelter space
	1	\$250 - \$300 per shelter space

Project Cost Efficiency (total shelter improvement cost/number of shelter spaces created)

Score	4	Less than \$150 per unit
3	3	\$151 - \$300 per unit
	2	\$301 - \$500 per unit
	1	\$501 - \$600 per unit
	0	\$601 - \$750 per unit

Project Score

Score	Criterion
3	Storm Surge Vulnerability
4	Facility's Potential Use as Hurricane Shelter Managed By American Red Cross
3	Increase in Shelter Capacity
4	Building Availability
3	Project's Cost Effectiveness
3	Project's Cost Efficiency
20	Total Score (out of a possible total of 24)

Date Completed:	
Scoring performed by: Disaster Advisory Council <div style="text-align: right; margin-right: 100px;"> _____ All-Hazards Protection District Joint Participation Committee </div>	
Authorized Official:	
Printed Name	Signature