

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve and execute an Agreement concerning the Use of Real Estate or other Premises for Emergency Relief Efforts between Lee County, and Goodwill Industries-Southwest Florida, for a period of one (1) year.

**WHY ACTION IS NECESSARY:** Interlocal agreements require Board approval.

**WHAT ACTION ACCOMPLISHES:** Authorizes Lee County temporary use of property located at Three Oaks Banquet and Catering, 20991 Three Oaks Parkway, in Estero for emergency relief and recovery efforts.

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

C7A

**3. MEETING DATE:**

08-03-2004

**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 *Emergency Mgmt.*
- C. DIVISION *Public Safety*
- BY: John D. Wilson, Director

**7. BACKGROUND:**

The Agreement between Lee County and Goodwill Industries-Southwest Florida, 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 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: Four copies of Agreement.

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

**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>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>[Signature]</i> 6/25/04	<i>[Signature]</i> 6/28/04	<i>[Signature]</i> 6/25/04	<i>[Signature]</i> 6/25/04	<i>[Signature]</i> 6/25/04

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 6/24/04  
Time: 4:14pm  
Forwarded To:  
*[Signature]*

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
6/24/04  
4:30pm SC  
COUNTY ADMIN  
FORWARDED TO:  
7/1/04  
12:30pm

HS

**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 \_\_\_\_\_, 2004 by and between GOODWILL INDUSTRIES – SOUTHWEST FLORIDA, 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: Three Oaks Banquet and Catering – 20991 Three Oaks Parkway, Estero, Florida 33928 (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, a small business 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,

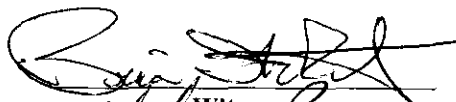
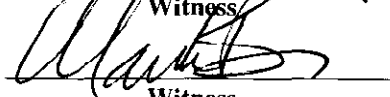
employees, or contractors, and further the County agrees to reimburse the Owner of the Property for any specific increased costs incurred for utility services provided where proof of increased costs is provided to the County.

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. Owner can terminate said use 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 one (1) year from its execution by the County with the option for the Parties to mutually renew same in (1) year increments thereafter.
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(s) must enter into a Mutual Aid Agreement with the County.
9. The County will be liable to the 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 in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

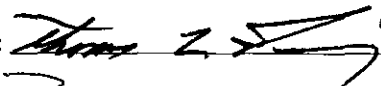
10. The County agrees to list Owner as an additional insured on its general liability insurance for the purposes of this Agreement (See Attachment).
11. This agreement contains the entire Agreement between the Parties hereto and there are no promises, agreements, conditions, undertaking or warranties or representations, oral or written, expressed 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

**GOODWILL INDUSTRIES - SOUTHWEST FLORIDA**

By:   
 Its: PRESIDENT

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

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

**ATTEST:**  
**CHARLIE Green, clerk**

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

**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: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

**Primary Emergency Contact**

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Pager: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**1<sup>st</sup> Alternate Emergency Contact**

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Pager: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**2<sup>nd</sup> Alternate Emergency Contact**

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Pager: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

.....  
*The above information is correct as of \_\_\_\_\_*

*Please mail or fax updates to this form to:*

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

Client#: 75

LEEBOCC

*BACC*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/04

<b>PRODUCER</b> 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.	
<b>INSURED</b> Lee County Board of Commissioners Attn: Risk Management Dept. PO Box 398 Ft. Myers, FL 33902		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>United National Insurance Co.</b>	
		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 (ADD'L TR) / INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE: <input checked="" type="checkbox"/> OCCUR including Silt of \$200,000 GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	CP0065475	10/01/03	10/01/04	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP ACC \$
	AUTOMOBILE LIABILITY: <input 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				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STAT/L. <input type="checkbox"/> OTH. <input type="checkbox"/> ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate Holder is listed as an Additional Insured for general Liability only. However, this is limited to the county's liability established in section FS 768.23(19) and FS 252.51 Florida statutes.

(See Attached Descriptions)


**CERTIFICATE HOLDER**

Goodwill Industries of Southwest  
 Florida  
 4940 Bayline Drive  
 North Fort Myers, FL 33917

**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



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

Name of Site/Facility: 3 OAKS BANQUET & CONFERENCE CENTER  
Address: 20991 THREE OAKS PARKWAY - ESTERO 33928  
Phone: 239-948-3644 Emergency Phone: 239-992-7336

Primary Emergency Contact

Name: MELISSA JONES  
Home Phone: 239/253-4457 ~~948-3644~~ Pager: \_\_\_\_\_ Cell Phone: 239-822-0888

1<sup>st</sup> Alternate Emergency Contact

Name: ANDREA KENNISON  
Home Phone: 353-8786 Pager: \_\_\_\_\_ Cell Phone: 239/571-8786

2<sup>nd</sup> Alternate Emergency Contact

Name: Mark Bowser Los Grantham  
Home Phone: \_\_\_\_\_ Pager: \_\_\_\_\_ Cell Phone: 239-822-0871

The above information is correct as of 6/12/04

*Please mail or fax updates to this form to:*

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

Client#: 75

LEEBOCC

*BOCC*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/04

PRODUCER  
ARTHUR J GALLAGHER-BOCA RATON

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.

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

INSURERS AFFORDING COVERAGE

INSURER A: United National Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

NAIC #

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.

INSUR ADDL LTR	INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE: <input checked="" type="checkbox"/> OCCUR including SIR of \$200,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	CP0065475	10/01/03	10/01/04	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATE TOBY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> 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

Certificate Holder is listed as an Additional Insured for general Liability only. However, this is limited to the county's liability established in section FS 768.28(19) and FS 252.61 Florida statutes.

(See Attached Descriptions)

CERTIFICATE HOLDER

Goodwill Industries of Southwest  
Florida  
4940 Bayline Drive  
North Fort Myers, FL 33917

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

*[Signature]*



**DESCRIPTIONS (Continued from Page 1)**

RE: Grant temporary use of Property for Emergency Response  
Three Oaks Banquet & Catering - 20991 Three Oaks Parkway, Estero, FL,  
33928