

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 Home Depot Store #268 for a period of five (5) years.

WHY ACTION IS NECESSARY: Interlocal agreements require Board approval.

WHAT ACTION ACCOMPLISHES: Authorizes Lee County temporary use of property located at 3031 N.E. Pine Island, North Fort Myers for emergency relief and recovery efforts.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:

C7A

3. MEETING DATE:

08-17-2004

4. AGENDA:

5. REQUIREMENT/PURPOSE:
(Specify)

6. REQUESTOR OF INFORMATION:

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

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

- A. COMMISSIONER _____
- B. DEPARTMENT Independent
- C. DIVISION Public Safety
- BY: *John B. Wilson, Director*

7. BACKGROUND:

The Agreement between Lee County and Home Depot #268 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 (4) 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	
<i>7-30-04 M. M. ...</i>	<i>N/A</i>	<i>N/A</i>		<i>John ...</i>	OA <i>3/5/04</i>	OM <i>8/5/04</i>	Risk <i>8/5/04</i>	GC <i>8/5/04</i>	<i>HB 8/5/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *8/10/04*
Time: *11:30*
Forwarded To:
Budget 8/5/04 10:30

8/5/04
4pm
FORWARDED TO:
COUNTY ADMIN
8/5/04
11/20/04 3:11
RECEIVED BY
M.

**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 Home Depot Store #268, owner of certain real estate or other premises hereinafter 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 controls certain real estate described as follows: Home Depot Store #268 located at 3031NE Pine Island Road (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 following Property for emergency response, relief and recovery efforts. These efforts shall include, but not be limited to, disaster applications center, disaster field office, staging areas for emergency response equipment, emergency distribution points, and other emergency related uses.

- 2. The County, based on the type of emergency event, shall notify the owners representative of the intended duration of the temporary use of the Property as soon as practicable that the Property is used for emergency services.**
Owner may approve initial use of the approved Property for up to 14 calendar days with additional increments of seven (7) calendar days granted based on mutual consent. The Owner with seven (7) days notice can

terminate use of said Property. The County agrees to exercise reasonable care during the use of the Property and further 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 Owner agrees to provide emergency contact information to the County and to update said information annually (See Attachment).**
- 5. 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.**
- 6. The Owner must approve any and all printed materials that are published by the County which refer to the Property.**
- 7. The County shall advise the Owner in writing of any rescue organization(s) it intends to assist with the emergency relief efforts on the Property. Said organizations must enter into a Mutual Aid Agreement with the County.**
- 8. 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.

- 9. The County agrees to list Owner as an additional insured on its general liability insurance for the purposes of this Agreement (See Attachment).**
- 10. 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.**
- 11. No change or modification to this agreement shall be effective unless the same is in writing and signed by both Parties hereto.**
- 12. 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 be effective and operative upon execution by the County.

SIGNATURES TO THE AGREEMENT




Witness



Witness

Home Depot Store #268

By: 

Its: ASSISTANT MANAGER

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

**CONTACT LIST OF AUTHORIZED REPRESENTATIVES FOR TEMPORARY
USE OF REAL ESTATE OR OTHER PREMISES**

Common Name of Site/Facility: Home Depot Store #268
Address: 3031 NE Pine Island Road, North Fort Myers 33909
Phone: 239-656-3033

Primary Emergency Contacts:

Name: Denise DesJardin

Home Address: 17584 Laurel Valley Road

Phone (Office): (239)267-4792 **Cellular Phone:** (239)872-2093

1st Alternate Emergency Contact;

Name: Brian Grannemann

Home Address: 150 SE 18th Terrace, Cape Coral FL 33990

Phone (Office): (239)656-3033 **Cellular Phone:** Home#(239)574-9336 Cell(954)691-6121

2nd Alternate Emergency Contact:

Name: Chuck Stewart

Home Address: _____

Phone (Office): (239)458-8447 **Cellular Phone:** (239)872-6453

The above information is correct as of 7 / 28 / 2004

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-477-3600
Fax: 239-477-3636