

**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 Lee Memorial Health System for a period of five (5) years for Cape Coral Hospital.

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

**WHAT ACTION ACCOMPLISHES:** Authorizes Lee County temporary use of property located at 650 Del Prado, Cape Coral for emergency relief and recovery efforts.

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

**CTD**

**3. MEETING DATE:**

**09-21-2004**

**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 \_\_\_\_\_
- C. DIVISION Public Safety
- BY: John D. Wilson, Director *JDW*

**7. BACKGROUND:**

The Agreement between Lee County and Lee Memorial Health System 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 Risk	G County Manager
<i>[Signature]</i> 8/30/04	<i>[Signature]</i>	N/A		<i>[Signature]</i> 9/7/04	OA <i>[Signature]</i> 9/8/04	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: **9/7/04**  
Time: **2:30**  
Forwarded To:  
*Budget*  
**9/9/04 3:30**

RECEIVED BY  
COUNTY ADMIN:  
**9/7/04**  
**4:20 pm**  
COUNTY ADMIN  
FORWARDED TO:  
**9/9/04**  
**240**

**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 Lee Memorial Health System, owner controlling real estate of other premises hereinafter called the "Owner" and the Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, hereinafter called the "County".

1.    **NOW, THEREFORE, it is mutually agreed between the parties as follows: The Owner, controls real estate described as follows: Lee Memorial Health System, located at 650 Del Prado, Cape Coral, Fl.. It voluntarily and without compensation grants permission for the temporary use of the Property to the County for emergency response, relief and recovery efforts. These efforts shall include, but not be limited to, multi-agency coordinating centers, staging areas for emergency response equipment, emergency distribution points, disaster recovery centers to apply for disaster assistance, 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 and reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees or contractors.**
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 on 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 that the Property is being used for emergency services.**
5.    **The Owner agrees to provide emergency contact information to the County and to update said information annually.**
6.    **This agreement shall remain in force for a period of five (5) years.**

7. The Owner must approve any and all printed materials which refer to the Property.
8. The County shall advise Owner of any rescue organization(s) it intends to assist with the emergency response and relief efforts and which will be on the Property. Said organization must either enter into a mutual aid agreement with the County or in writing shall indemnify and hold Owner harmless from and against any and all claims, actions, damages, liability, cost and expense (including, but not limited to attorney's fees and court costs), arising from the act or omission of the said organization, its agents, employees, contractors during the use of the Property.
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 limitations as set in Section 768.28 and 252.51 Florida Statutes, as it may be revised or amended from time to time.
10. The County agrees to list Owner as an additional insured 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, 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.

IN WITNESS THEREOF, the Owner controlling the Property 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 with the fixing of the last signature hereto.

SIGNATURES TO THE AGREEMENT

Linda Hammer  
Witness

Lee Memorial Health System

By: James R. Neal  
Its: PRESIDENT  
2/15/04

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 REPRESENTATIVE FOR TEMPORARY  
USE OF REAL ESTATE OF OTHER PREMISES**

**Common Name of Site/Facility:** Lee Memorial Health System  
650 Del Prado  
Cape Coral, FL 33919  
**Phone:** **Emergency Phone:**

**Primary Emergency Contact**

**Name:** Doug Wade  
**Address:** 551Palermo Circle, Fort Myers Beach, FL 33931  
**Home Phone:** (239)463-9608 **Pager:** (239)930-7340 **Cellular Phone:** (239)872-2246

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

**Name:** Rafael Ortiz  
**Address:** 1408 S.W. 9<sup>th</sup> Terrace, Cape Coral, FL 33991  
**Home Phone:** (239)458-1831 **Pager:** (239)930-6606 **Cellular Phone:** (239)633-5503

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

**Name:** Rod Allen  
**Address:** 1024 N.E. 19<sup>th</sup> Terrace, Cape Coral, FL 33909  
**Home Phone:** (239)458-1298 **Pager:** (239)930-6935 **Cellular Phone:** (239)872-5923

The above information is correct as of 7 / 30 / 2004

**Please mail or fax this completed form to:**  
**Lee County Emergency Management**  
**P. O. Box 398**  
**Fort Myers, FL 33902-0398**  
**Phone: (239) 477-3600**  
**Fax: (239) 477-3636**