

20050657

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20050657

1. ACTION REQUESTED/PURPOSE: Approve and execute an Agreement concerning the Use of Real Estate or other Premises for Emergency Relief Efforts between Lee County, and Fishers of Men Lutheran Church for a period of five (5) years.

2. WHAT ACTION ACCOMPLISHES: Authorizes Lee County temporary use of property located at 10360 Stringfellow Rd. St. James City for emergency relief and recovery efforts.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 07

C7A

5. Meeting Date: 05-24-2005

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Independent
 Division Public Safety
 By: John D. Wilson, Director *[Signature]*

9. Background:

The Agreement between Lee County and Fishers of Men Lutheran Church 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

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.
<i>[Signature]</i> 5/14/05	<i>[Signature]</i> 5/14/05	N/A		<i>[Signature]</i> 5/10/05	<i>[Signature]</i> 5/10/05	<i>[Signature]</i> 5/10/05	<i>[Signature]</i> 5/10/05	<i>[Signature]</i> 5/11/05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: _____
 Time: _____

Forwarded To:
 Admin. *[Signature]*

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 5-09-05 MP
 4:50 pm.
 COUNTY ADMIN: *[Signature]*
 FORWARDED TO:
 5/12/05
 3pm

**STATEMENT OF AGREEMENT
CONCERNING THE USE OF REAL ESTATE OF OTHER PREMISES
FOR EMERGENCY RESPONSE, RELIEF AND RECOVERY EFFORTS**

This agreement is entered into this _____ day of _____ by and between Fishers of Men Lutheran Church 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: Fishers of Men Lutheran Church located at 10360 Stringfellow Rd St. James City, FL (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 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 coordination 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. 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 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 organizations 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 acts(s) or omission(s) of any official, employee, or contractor during the County's use of the property, subject to the limitation as set out in Section 768.28 Florida Statutes, as it may be revised or amended from time to time.
10. County agrees to provide proof of its general liability insurance for the purpose of the 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 representatives, oral or written, express or implied, between them except as set forth herein.

- 12. No charge 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 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.

SIGNATURE TO THE AGREEMENT

Fishers of Men Lutheran Church

Laurel McClenithan

By: *Robert H. Lemke*

Witness

Fishers of Men Lutheran Church

Robin Harvey

By: *[Signature]*

Witness

Laurel McClenithan

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

Laurel McClenithan

By: _____



Laurel McClenithan
MY COMMISSION # DD156676 EXPIRES
October 19, 2006
BONDED THROUGH TROY FAIR INSURANCE INC.

Chairman

ATTEST:
CHARLIE GREEN, CLERK

APPROVED AS TO FORM:

By: _____
Deputy Clerk

Office of the County Attorney

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

Name of Site/Facility: Fishers of Men Lutheran Church
Address: 10360 Stringfellow Rd. St. James City, FL. 33956
Phone: 239-283-7170 Emergency Phone: 239-689-6950

Primary Emergency Contact

Name: REV. ROGER H. LEMKE
Home Phone: 239-283-1645
Pager: _____
Cellular Phone: 239-689-6950

1st Emergency Contact

Name : KEN DOLKMAN
Home Phone : 283-4228
Pager : _____
Cellular Phone : _____

2nd Emergency Contact

Name : RICH DEBASTIANI
Home Phone: 239-283-5953
Pager: _____
Cellular Phone: _____

The above information is correct as of 27 APRIL 05

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Please mail or fax this complete form to:

Lee County Emergency Management
P.O. Box 398
Fort Myers, FL. 33902-0398
(239) 477-3600
FAX : (239) 744-3636

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/05

PRODUCER 1-561-995-6706
Arthur J. Gallagher & Co. - Boca Raton
2255 Glades Road
Suite 400E
Boca Raton, FL 33431

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.

INSURED
Lee County Board of Commissioners
Attn: Risk Management Dept.
PO Box 398
Ft. Myers, FL 33902

INSURERS AFFORDING COVERAGE	NAIC #
INSURERA: Underwriters At Lloyds London	15792
INSURERB:	
INSURERC:	
INSURERD:	
INSURERE:	

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 LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limit is excess of <input checked="" type="checkbox"/> \$200,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	J046146	10/01/04	10/01/05	EACH OCCURRENCE \$800,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	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 (Ea 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 DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? INCL EXCL If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
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

Re: Use of Premises for Emergency Response, Relief, and Recovery Efforts
 Certificate Holder is listed as an additional insured for General Liability only, however, this is limited to the County's liability established in Florida Statute Section 768.28.

CERTIFICATE HOLDER

Pine Island United Methodist Church
 5701 Pine Island Road
 Bokeelia, FL 33922

USA

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



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.