

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

**Blue Sheet No. 20051444**

**1. ACTION REQUESTED/PURPOSE:** Approve and execute an agreement between Lee County and Edison College for the use of their property for emergency response, relief and recovery efforts for a period of five (5) years.

**2. WHAT ACTION ACCOMPLISHES:** Authorizes Lee County temporary use of the Property called Edison College located at 8099 College Parkway, Fort Myers, Florida for emergency response, relief and recovery efforts.

**3. MANAGEMENT RECOMMENDATION:** Staff recommends approval.

**4. Departmental Category:** Public Safety (07)

**C7B**

**5. Meeting Date:**

**10-18-2005**

**6. Agenda:**  
 **Consent**  
 **Administrative Appeals**  
 **Public Walk-On**

**7. Requirement/Purpose: (specify)**  
 **Statute**  
 **Ordinance**  
 **Admin. Code**  
 **Other**

**8. Request Initiated:**  
**Commissioner** \_\_\_\_\_  
**Department** Public Safety  
**Division** Emergency Management  
**By:** John D. Wilson, Director  
*Michael Judge*

**9. Background:** The Agreement between Lee County and Edison College, voluntarily and without further compensation, grants permission for the use of the property for emergency response, relief and recovery efforts. These efforts uses 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 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: Three (3) 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>Michael Judge</i>	<i>N/A</i>	<i>N/A</i>		<i>W. H. ...</i>	<i>10/6/05</i>	<i>10/6/05</i>	<i>10/6/05</i>	<i>10/6/05</i>

**11. Commission Action:**

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY  
 COUNTY ADMIN:  
 10-6-05  
 3:30  
 COUNTY ADMIN  
 FORWARDED TO:  
 10-6-05  
 4:45 pm

Rec. by CoAtty  
 Date: 10/6/05  
 Time: 5:00 PM  
 Forwarded to:  
 Administration

*Michael Judge*

**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 EDISON COLLEGE, 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: Edison College located at 8099 College Parkway SW, Fort Myers, Florida 33906 ("hereinafter the Property"). This Agreement shall be limited to the Barbara B. Mann Performing Arts Hall and surrounding open parking areas, which include Parking Lot #6, Parking Lot #8, and Parking Lot #9. The 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.

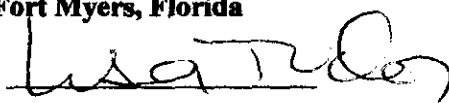
12. No charge or modification to this agreement shall be effective unless the same is in writing and signed by both parties hereto.
13. Either Party to this Agreement may terminate same for its convenience, without cause, upon thirty (30) days written notice to the non-terminating party.

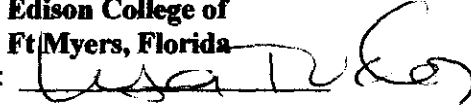
IN WITNESS THEREOF, the Owner caused this Agreement to be executed and County has caused this Agreement to be executed by the Chairman of the Board of County Commissioners of Lee County, Florida. Said Agreement to become effective and operative upon execution by the County.

**SIGNATURE TO THE AGREEMENT**

  
Witness

  
Witness

**Edison College of  
Fort Myers, Florida**  
By: 

**Edison College of  
Ft Myers, Florida**  
By: 

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

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

**APPROVED AS TO FORM:**

**CHARLIE GREEN, CLERK**  
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: Edison College of Fort Myers, Florida  
Address: 8099 College Pkwy SW, Ft Myers, FL 33919  
Phone: 239-489-9300      Emergency Phone: 239-489-9020

**Primary Emergency Contact**

Name: David Bishop (Facilities)  
Home Phone: 239-242-6619  
Pager: (Office) 239-489-9020  
Cellular Phone: 239-851-5308

**1st Emergency Contact**

Name : Steve Davis (Public Safety)  
Home Phone : 239-543-4100  
Pager : (Office) 239-489-9339  
Cellular Phone : 239-707-0427

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

Name : Eva Calhoun (Barbara B Mann Hall)  
Home Phone: 239-936-3898  
Pager: \_\_\_\_\_  
Cellular Phone: 239-896-2764

**The above information is correct as of** 9/23/05

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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

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 09/08/05
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 #
	INSURER A: Underwriters At Lloyds London	15792
	INSURER B:	
	INSURER C:	
	INSURER D:	

**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.

RNR ADD'L LTR INSRD	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 <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 \$
A	AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> Limit is excess of <input checked="" type="checkbox"/> \$200,000 SIR	J046146	10/01/04	10/01/05	COMBINED SINGLE LIMIT (Ea accident) \$800,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	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 <input type="checkbox"/> 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				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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: Emergency Response, Relief, and Recovery Effort

<b>CERTIFICATE HOLDER</b>  Edison College  Attn: David Bishop 8099 Collage Pkwy SW  Fort Myers , FL 33906  USA	<b>CANCELLATION</b>  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
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## 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.