

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

Blue Sheet No. 20060729

1. ACTION REQUESTED/PURPOSE: Approve and execute an agreement between Lee County and LXR dba South Seas Island Resort for use of their property for emergency response, relief and recovery efforts for a period of five years with one optional five year renewal.

2. WHAT ACTION ACCOMPLISHES: Authorizes Lee County temporary use of the property called South Seas Island Resort for emergency response, relief and recovery efforts.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 07

C7A

5. Meeting Date:

06-20-2006

6. Agenda:
 Consent Administrative
 Appeals Public Walk-On

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

8. Request Initiated:
Commissioner
Department Emergency Management
Division Public Safety
By: John D. Wilson, Director
[Signature]

9. Background:

The Agreement between Lee County and South Seas Island Resort, 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 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

Attachments (4) Agreements

10. Review for Scheduling:

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

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN. *[Signature]*
 6/2/06 4:07 PM

COUNTY ADMIN. *[Signature]*
 FORWARDED TO: *[Signature]*
 6/5/06 3PM

Rec. by CoAtty
 Date: 6/2/06
 Time: 11:25 AM
 Forwarded To: Adm. 6/2/06

**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 LXR dba South Seas Island Resort 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: SOUTH SEAS ISLAND RESORT located on Captiva Island, Lee County, Florida ((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 portage site for barges and vessels, a site for the collection, storage and removal of debris, 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. The 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. The County agrees to list Owner as an additional insured on its general liability for the purposes 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.

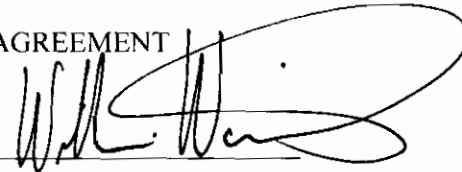
13. Either Party to this Agreement may terminate same for its convenience, without cause, upon thirty (30) days written notice to the non-terminating party.

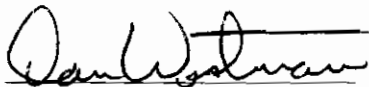
IN WITNESS THEREOF, the Owner caused this Agreement to be executed and County has caused this Agreement to be executed by the Chairman of the Board of County Commissioners of Lee County, Florida. Said Agreement to become effective and operative upon execution by the County.

SIGNATURE TO THE AGREEMENT



Witness

By: 



Witness

By: _____

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairwoman

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: South Seas Island Resort
Address: 5400 Plantation Road
Phone: 239.472.5111 Emergency Phone: 239.872.5909

Primary Emergency Contact

Name: Chris van der Baars
Home Phone: 239.472.7505
Pager: Alt # 239.472.5111/Sat Phone: 254.460.0680
Cellular Phone: 239.872.5909

1st Emergency Contact

Name: Bill Waichulis
Home Phone: 239.481.2792
Pager: Alt # 239.472.5111
Cellular Phone: 239.872.5914

2nd Emergency Contact

Name: Steve Pasquale
Home Phone: 239.572.4199
Pager: Alt # 239.472.5111
Cellular Phone: 239.872.6009 5916

The above information is correct as of May 12, 2006

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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