



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

THIS AGREEMENT is entered into this 7th day of December 2021, by and between Bailey's Center LLP, owner of certain real estate or other premises ("Owner"), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, ("County"), collectively the "Parties".

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts ("Property"). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.

2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days' notice.

3. **The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.**

4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.

5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).

6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

8. This Agreement contains the entire Agreement between the Parties.

9. Any modification or amendment of this Agreement must be mutually agreed to by the Parties and executed in writing with the same formality.

10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

IN WITNESS of the above, the Parties sign this Agreement.

OWNER

By:

Richard Johnson

Printed Name:

Richard Johnson

Cathy Johnson
Witness

Richard Johnson
Witness

[Signature]

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2

By:

[Signature]

Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

ATTEST:
LINDA DOGGETT, CLERK

By:

[Signature]

Deputy Clerk

By:

[Signature]

Office of the County Attorney



EXHIBIT A
Legal Description and Sketch of Property

Bailey's Center LLP
2477 Periwinkle Way, Sanibel, FL
Strap Number: 26-46-22-T3-00006.0010



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

Name: Bailey's Center LLP
Address: 2477 Periwinkle Way, Sanibel, FL
General Manager: Richard Johnson
Phone: (239) 472-1516
Alternate: (239) 628-6865

Primary Emergency Contacts:

Name: Richard Johnson

Home Address: 5240 Caloosa End Lane, Sanibel, FL

Phone (Office): (239) 472-1516

Cellular Phone: (239) 628-6865

E-Mail Address: rjohnson@baileys-sanibel.com

1st Alternate Emergency Contact:

Name: Dane Johnson

Home Address: 5240 Caloosa End Lane, Sanibel, FL

Phone (Office): (239) 472-1516

Cellular Phone: (239) 628-6864

E-Mail Address: djohnson@baileys-sanibel.com

2nd Alternate Emergency Contact:

Name: Mead Johnson

Home Address: 5240 Caloosa End Lane, Sanibel, FL

Phone (Office): (239) 472-1516

Cellular Phone: (239) 728-4785

The above information is correct as of 5/6/2021.

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636



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

THIS AGREEMENT is entered into this 7th day of December 2021, by and between Crossroads Baptist Church, owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.
2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days’ notice.
3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.
4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.
5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).
6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

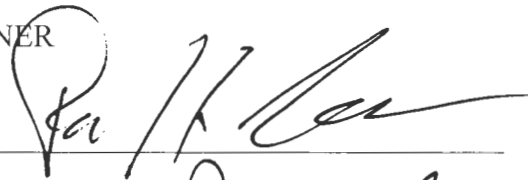
7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

8. This Agreement contains the entire Agreement between the Parties.

9. Any modification or amendment of this Agreement must be mutually agreed to by the Parties and executed in writing with the same formality.

10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

IN WITNESS of the above, the Parties sign this Agreement.

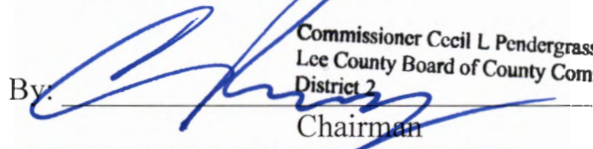
OWNER
By: 

Printed Name: Paul F. Cords


Witness

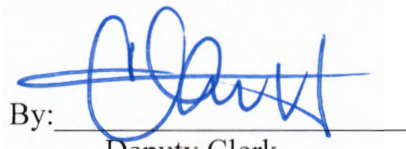

Witness

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: 
Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2
Chairman

ATTEST:
LINDA DOGGETT, CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: 
Deputy Clerk

By: 
Office of the County Attorney



EXHIBIT A
Legal Description and Sketch of Property

Crossroads Baptist Church
10721 Palm Beach Boulevard
Fort Myers, FL 33901
Strap Number: 35-43-25-00-00004.0010



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

Name: Crossroads Baptist Church
Address: 10721 Palm Beach Blvd. Fort Myers, FL 33905
Executive Pastor: Paul Cords
Phone: (239) 693-2777
Alternate: (239) 980-7233

Primary Emergency Contacts:

Name: Paul Cords

Home Address: 4120 Orange River Loop Road Fort Myers, FL 33905

Phone (Office): (239) 693-2777 Cellular Phone: (239) 980-7233

E-Mail Address: pcords@crossroadsbaptist.net

1st Alternate Emergency Contact:

Name: David Gold

Home Address: 7433 Dana Lin Circle North Fort Myers, FL 33917

Phone (Office): (239) 693-2777 Cellular Phone: (239) 246-8273

E-Mail Address: dgold@crossroadsbaptist.net

2nd Alternate Emergency Contact:

Name: Aaron Anderson

Home Address: 3606 64th St. W Lehigh Acres, FL 33971

Phone (Office): (239) 693-2777 Cellular Phone: (239) 900-5235

The above information is correct as of 5/5/2021.

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636



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

THIS AGREEMENT is entered into this 7th day of December 2021, by and between First Baptist Church of St. James City, owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.

2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days’ notice.

3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.

4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.

5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).

6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

8. This Agreement contains the entire Agreement between the Parties.

9. Any modification or amendment of this Agreement must be mutually agreed to by the Parties and executed in writing with the same formality.

10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

IN WITNESS of the above, the Parties sign this Agreement.

OWNER

By: First Baptist Church
LARRY L. JONES

Printed Name: First Baptist Church
LARRY L. JONES

Glen Anthony
Witness

Dennis Fether
Witness

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Cecil L. Pendergrass
Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2
Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

ATTEST:
LINDA DOGGETT, CLERK

By: Linda Doggett
Deputy Clerk

By: Ardena Jones
Office of the County Attorney



EXHIBIT A
Legal Description and Sketch of Property

First Baptist Church of St. James City
3417 8th Ave.
St. James City, FL 33956
Strap Number: 02-46-22-05-00371.0010



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

Name: First Baptist Church of St. James City
Address: 3417 8th Ave. St. James City, FL 33956
General Manager: Pastor Larry Jinks
Phone: (239) 283-0982
Alternate: (321) 274-2962

Primary Emergency Contacts:

Name: Larry Jinks

Home Address: 3456 4th Ave. St. James City, FL 33956

Phone (Office): (239) 283-0982 Cellular Phone: (321) 274-2962

E-Mail Address: fbcslc@gmail.com or larryjinks7@aol.com

1st Alternate Emergency Contact:

Name: Gina Jinks

Home Address: 3456 4th Ave. St. James City, FL 33956

Phone (Office): (239) 283-0982 Cellular Phone: (407) 668-7442

E-Mail Address: ginajinks77@gmail.com

2nd Alternate Emergency Contact:

Name: Glen Abernathy

Home Address: 16966 Stringfellow Road Bokeelia, FL 33922

Phone (Office): N/A Cellular Phone: (239) 336-4453

The above information is correct as of 5/11/2021.

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636



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

THIS AGREEMENT is entered into this 7th day of December 2021, by and between Flamingo Bay Resident’s Association Clubhouse Owner LLC, owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.

2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days’ notice.

3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.

4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.

5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).

6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

8. This Agreement contains the entire Agreement between the Parties.

9. Any modification or amendment of this Agreement must be mutually agreed to by the Parties and executed in writing with the same formality.

10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

IN WITNESS of the above, the Parties sign this Agreement.

OWNER

By: FLAMINGO Bay Residents Association

Printed Name: William C Denver
William C Denver

Frances Denver
Witness
Linda Leary
Witness

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: [Signature]
Commissioner Cecil L Pendergrass, Chairman
Lee County Board of County Commissioners
District 2
Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

ATTEST:
LINDA DOGGETT, CLERK

By: [Signature]
Deputy Clerk

By: [Signature]
Office of the County Attorney



EXHIBIT A
Legal Description and Sketch of Property

Flamingo Bay Resident's Association
4752 Curlew Drive
St. James City, FL 33956
Strap Number: 104522010000000CE



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

Name: Flamingo Bay Resident's Association
Address: 4752 Curlew Drive St. James City, FL 33956
General Manager: William C. Denver
Phone: (239) 282-6240
Alternate: (239) 699-8126

Primary Emergency Contacts:

Name: William C. Denver

Home Address: 4908 Flamingo Drive St. James City, FL 33956

Phone (Office): (239) 282-6240 Cellular Phone: (239) 699-8126

E-Mail Address: fbdenver@embarqmail.com

1st Alternate Emergency Contact:

Name: Lisa K. Reynolds

Home Address: 4968 Flamingo Drive St. James City, FL 33956

Phone (Office): N/A Cellular Phone: (816) 863-2084

E-Mail Address: gdr1945@sbcglobal.net

2nd Alternate Emergency Contact:

Name:

Home Address:

Phone (Office): Cellular Phone:

The above information is correct as of 5/11/2021.

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636



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

THIS AGREEMENT is entered into this 7th day of December 2021, by and between Sanibel 1983 LLC, owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.

2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days’ notice.

3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.

4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.

5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).

6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

8. This Agreement contains the entire Agreement between the Parties.

9. Any modification or amendment of this Agreement must be mutually agreed to by the Parties and executed in writing with the same formality.

10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

IN WITNESS of the above, the Parties sign this Agreement.

OWNER

By: Rick W. Wainwright

Printed Name: Rick Wainwright

[Signature]
Witness

[Signature]
Witness

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: [Signature]
Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2
Chairman

ATTEST:
LINDA DOGGETT, CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: [Signature]
Deputy Clerk

By: [Signature]
Office of the County Attorney



EXHIBIT A
Legal Description and Sketch of Property

Jerry's Foods
1700 Periwinkle Way
Sanibel, FL 33957
Strap Number: 25-46-22-T2-00009.0000



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

Name: Jerry's Foods
Address: 1700 Periwinkle Way, Sanibel, FL
General Manager: Rick Winningham
Phone: (765) 425-7784
Alternate: (239) 472-9300

Primary Emergency Contacts:

Name: Rick Winningham

Home Address: 11947 Tulio Way #4005, Fort Myers, FL 33912

Phone (Office): (765) 425-7784 Cellular Phone: (765) 425-7784

E-Mail Address: rwinningham@jerrysfoods.com

1st Alternate Emergency Contact:

Name: Norman Gayle

Home Address: 1459 Cumberland Court, Fort Myers, FL 33919

Phone (Office): (651) 387-3859 Cellular Phone: (651) 387-3859

E-Mail Address: jer.jsb.ascll@jerrysfoods.com

2nd Alternate Emergency Contact:

Name: Michael Demik

Home Address: 310 SW 28th Terrace, Cape Coral, FL 33914

Phone (Office): (219) 730-7427 Cellular Phone: (219) 730-7427

The above information is correct as of 5/4/2021

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636



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

THIS AGREEMENT is entered into this 7th day of December 2021, by and between Greater Pine Island Veterans of Foreign Wars (VFW) Post 4353, owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.

2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days’ notice.

3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.

4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.

5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).

6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

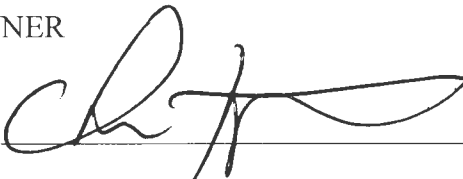
8. This Agreement contains the entire Agreement between the Parties.

9. Any modification or amendment of this Agreement must be mutually agreed to by the Parties and executed in writing with the same formality.

10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

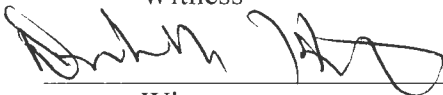
IN WITNESS of the above, the Parties sign this Agreement.

OWNER

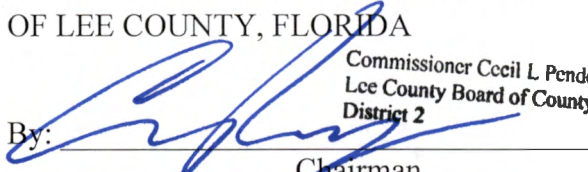
By: 

Printed Name: Charles T Ferguson


Witness

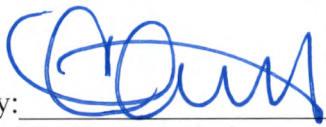

Witness

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: 
Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2
Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

ATTEST:
LINDA DOGGETT, CLERK

By: 
Deputy Clerk

By: 
Office of the County Attorney



EXHIBIT A
Legal Description and Sketch of Property

Greater Pine Island Veterans of Foreign Wars Post 4353
8150 Stringfellow Road
St. James City, FL 33956
Strap Number: 03-45-22-01-000000.720



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

Name: Greater Pine Island VFW Post 4353
Address: 8150 Stringfellow Road
General Manager: Tom Ferguson
Phone: (239) 283-2277
Alternate: (804) 895-4604

Primary Emergency Contacts:

Name: Tom Ferguson

Home Address: 3840 Mango St. St. James City, FL 33956

Phone (Office): (239) 283-2277 Cellular Phone: (804) 895-4604

E-Mail Address: fergs3@yahoo.com

1st Alternate Emergency Contact:

Name: Veronica Duflo

Home Address: 14141 Harbor Drive Bokeelia, FL 33922

Phone (Office): (239) 283-2277 Cellular Phone: (850) 218-8299

E-Mail Address: duflov@yahoo.com

2nd Alternate Emergency Contact:

Name: N/A

Home Address:

Phone (Office): Cellular Phone:

The above information is correct as of 5/5/2021.

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636



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

THIS AGREEMENT is entered into this 7th day of December 2021, by and between Lee Memorial Health System (Cape Coral Hospital), owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.

2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days’ notice.

3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.

4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.

5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).

6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

8. This Agreement contains the entire Agreement between the Parties.

9. Any modification or amendment of this Agreement must be mutually agreed to by the Parties and executed in writing with the same formality.

10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

IN WITNESS of the above, the Parties sign this Agreement.

OWNER

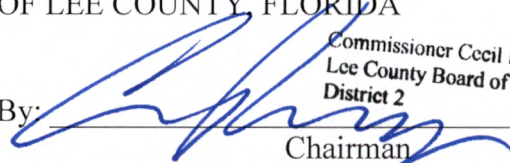
By: 

Printed Name: L. ANTONUCCI


Witness


Witness

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: 
Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2
Chairman

ATTEST:
LINDA DOGGETT, CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: 
Deputy Clerk

By: 
Office of the County Attorney



EXHIBIT A
Legal Description and Sketch of Property

Lee Memorial Health System (Cape Coral Hospital)
650 Del Prado Boulevard
Cape Coral, FL 33919
Strap Number: 18-44-24-C3-00002.0000



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

Name: Cape Coral Hospital
Address: 636 Del Prado Boulevard
General Manager: Rod Allen
Phone: (239) 343-8544
Alternate: (239) 872-5923

Primary Emergency Contacts:

Name: Rod Allen

Home Address: 3597 Avenida del Vera Blvd., North Fort Myers, FL 33917

Phone (Office): (239) 343-8544 Cellular Phone: (239) 872-5923

E-Mail Address: rod.allen@leehealth.org

1st Alternate Emergency Contact:

Name: Vincent Fiore

Home Address: 11151 Lakeland Circle, Fort Myers, FL 33913

Phone (Office): (239) 424-2158 Cellular Phone: (239) 209-0298

E-Mail Address: vincent.fiore@leehealth.org

2nd Alternate Emergency Contact:

Name:

Home Address:

Phone (Office): Cellular Phone:

The above information is correct as of 5/7/2021.

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636



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

THIS AGREEMENT is entered into this 7th day of December 2021, by and between Lee Memorial Health System (Gulf Coast Medical Center), owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.
2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days’ notice.
3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.
4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.
5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).
6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

8. This Agreement contains the entire Agreement between the Parties.

9. Any modification or amendment of this Agreement must be mutually agreed to by the Parties and executed in writing with the same formality.

10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

IN WITNESS of the above, the Parties sign this Agreement.

OWNER

By: *Lawrence Antonucci*

Printed Name: Lawrence Antonucci

Marianne Acaro
Witness

Dense White Sentras
Witness

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *Cecil L. Pendergrass*
Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2
Chairman

ATTEST:
LINDA DOGGETT, CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: *Linda Doggett*
Deputy Clerk

By: *Andrea Jones*
Office of the County Attorney



EXHIBIT A
Legal Description and Sketch of Property

Lee Memorial Health System (Gulf Coast Hospital)
13681 Doctors Way
Fort Myers, FL 33912
Strap Number: 19-45-25-28-00000.0020

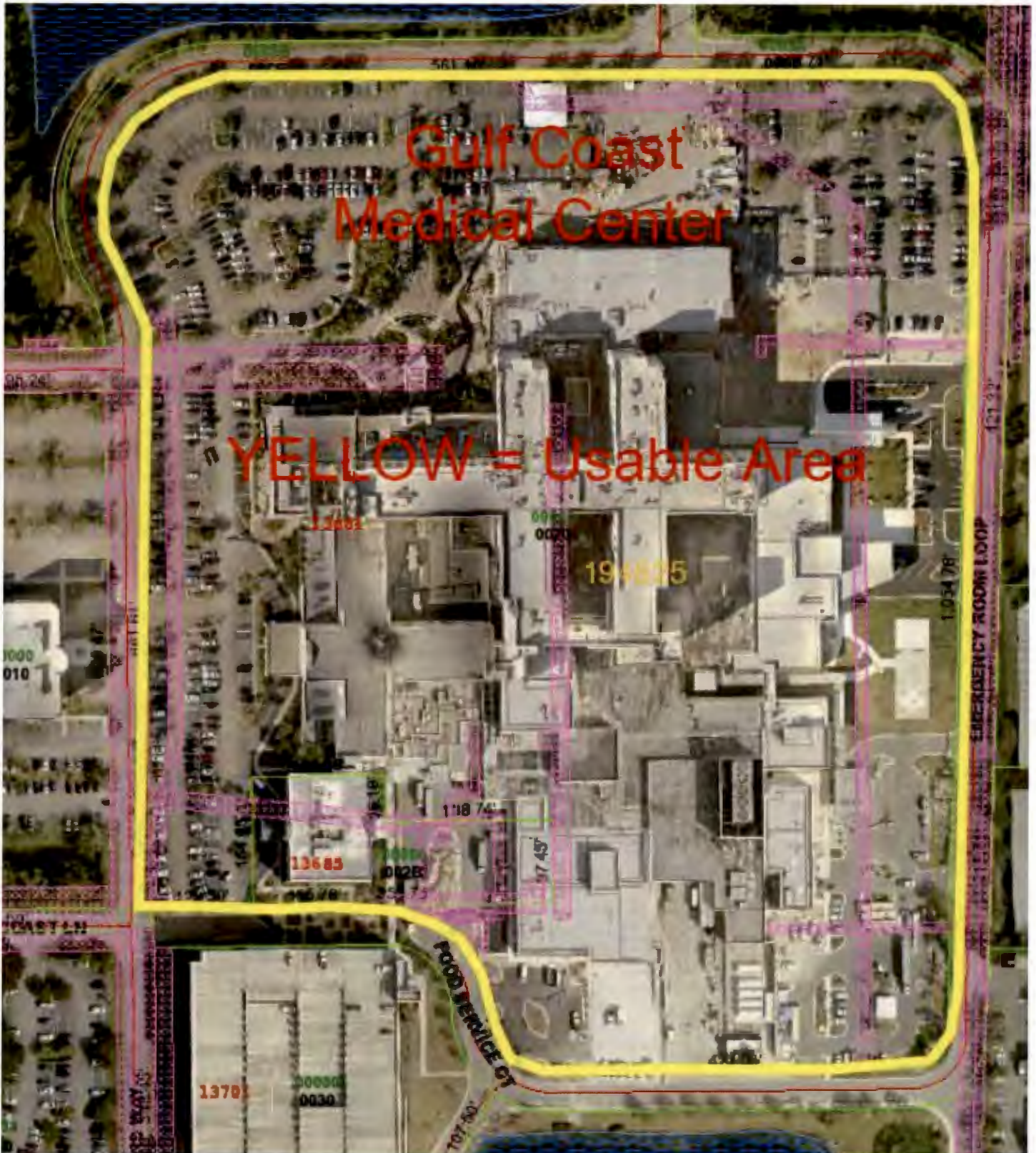


EXHIBIT B
CONTACT LIST OF AUTHORIZED REPRESENTATIVES FOR TEMPORARY
USE OF REAL ESTATE OR OTHER PREMISES

Name: Lee Memorial Health System (Gulf Coast Hospital)
Address: 13681 Doctors Way Fort Myers, FL 33912
General Manager: Rod Allen
Phone: (239) 343-8544
Alternate: (239) 872-5923

Primary Emergency Contacts:

Name: Rod Allen

Home Address: 3597 Avenida del Vera Blvd. North Fort Myers, FL 33917

Phone (Office): (239) 343-8544 Cellular Phone: (239) 872-5923

E-Mail Address: rod.allen@leehealth.org

1st Alternate Emergency Contact:

Name: Rod Wilkerson

Home Address: 1109 SE 30th Terrace Cape Coral, FL 33904

Phone (Office): (239) 343-0172 Cellular Phone: (239) 707-1847

E-Mail Address: rod.wilkerson@leehealth.org

2nd Alternate Emergency Contact:

Name:

Home Address:

Phone (Office): Cellular Phone:

The above information is correct as of 5/7/2021.

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636



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

THIS AGREEMENT is entered into this 7th day of December 2021, by and between Lee Memorial Health System (HealthPark Hospital), owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.

2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days’ notice.

3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.

4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.

5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).

6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

8. This Agreement contains the entire Agreement between the Parties.

9. Any modification or amendment of this Agreement must be mutually agreed to by the Parties and executed in writing with the same formality.

10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

IN WITNESS of the above, the Parties sign this Agreement.

OWNER

By: *L. Antonucci*

Printed Name: L. ANTONUCCI

D. Sawas

Witness

M. Garas

Witness

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: *Cecil L. Pendergrass*
Commissioner Cecil L. Pendergrass,
Lee County Board of County Commissioners
District 2
Chairman

ATTEST:
LINDA DOGGETT, CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: *Linda Doggett*
Deputy Clerk

By: *Andrea Fraser*
Office of the County Attorney



EXHIBIT A
Legal Description and Sketch of Property

Lee Memorial Health System (HealthPark Hospital)
9981 S. Healthpark Drive
Fort Myers, FL 33908
Strap Number: 04-46-24-03-0000B.0000



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

Name: Lee Memorial Health System (Health Park Hospital)
Address: 9981 S. Healthpark Drive Fort Myers, FL 33908
General Manager: Rod Allen
Phone: (239) 343-8544
Alternate: (239) 872-5923

Primary Emergency Contacts:

Name: Rod Allen

Home Address: 3597 Avenida del Vera Blvd. North Fort Myers, FL 33917

Phone (Office): (239) 343-8544 Cellular Phone: (239) 872-5923

E-Mail Address: rod.allen@leehealth.org

1st Alternate Emergency Contact:

Name: Gary Ayotte

Home Address: 1202 Unice Ave. N Lehigh Acres, FL 33971

Phone (Office): (239) 343-0172 Cellular Phone: (239) 707-1847

E-Mail Address: gary.ayotte@leehealth.org

2nd Alternate Emergency Contact:

Name:

Home Address:

Phone (Office): Cellular Phone:

The above information is correct as of 5/7/2021.

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636



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

THIS AGREEMENT is entered into this 7th day of December 2021, by and between Lee Memorial Hospital, owner of certain real estate or other premises (“Owner”), and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, (“County”), collectively the “Parties”.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. Owner, in consideration of the following terms and conditions, voluntarily and without further monetary compensation, grants the County right to temporary use of the Property depicted and described in attached Exhibit A for emergency response, relief and recovery efforts (“Property”). The temporary use may include, but is not limited to, staging area for emergency response equipment, a point of distribution for essential emergency supplies and other emergency-related uses.

2. County agrees to notify Owner, as soon as practicable depending on the type of emergency event, as to the intended dates and duration of the temporary use. County agrees to limit the duration of the temporary use to 21 consecutive calendar days, unless a longer time period is approved by the Owner. The Owner has the right to terminate the use at any time with thirty days’ notice.

3. The County agrees to exercise reasonable care during the use of the Property and to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, or employees during its occupancy. Repair, placement or reimbursement will be limited to returning the property to the condition in which it existed prior to the damage.

4. The County agrees to reimburse the Owner a prorated share of the telephone, electricity, water and sewer services charges applicable to the Property and related to the temporary use by the County, its agents, employees, or contractors during the temporary use period. Owner agrees to provide an itemized and verifiable invoice for this purpose. The County also agrees to reimburse the Owner for any specific increased costs incurred for utility services applicable to the temporary use period provided that documented proof of increased costs is submitted to the County.

5. The Owner agrees to provide emergency contact information to the County and to update this information annually or as otherwise needed. (See Exhibit B).

6. This agreement will remain in force for a period of five (5) years from its execution by the County. The Agreement may be renewed, at the option of the Parties and upon mutual Agreement for an additional five (5) years under the same terms and conditions. Any renewal will require execution of a new agreement.

7. To the extent allowed by law and subject to the provisions and limitations contained in §768.28, Florida Statutes, the County agrees to be liable for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County, resulting from the County's temporary use of the property, in accordance with the general laws of the State of Florida.

8. This Agreement contains the entire Agreement between the Parties.

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10. This Agreement may be terminated by either Party, without cause, upon 30 days written notice to the non-terminating Party.

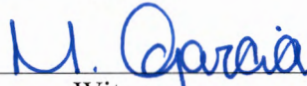
IN WITNESS of the above, the Parties sign this Agreement.

OWNER

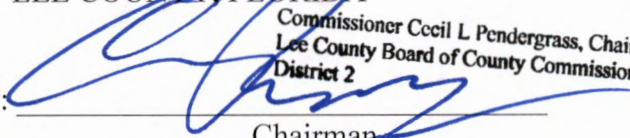
By: 

Printed Name: L. ANTONUCCI


Witness

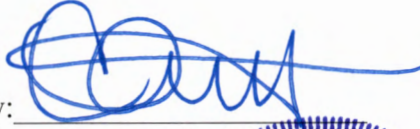

Witness

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: 
Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2
Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

ATTEST:
LINDA DOGGETT, CLERK

By: 
Deputy Clerk

By: 
Office of the County Attorney



EXHIBIT A
Legal Description and Sketch of Property

Lee Memorial Health System (Lee Memorial Hospital)
2776 Cleveland Ave.
Fort Myers, FL 33901
Strap Number: 23-44-24-P3-02013.0010



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

Name: Lee Memorial Hospital
Address: 2776 Cleveland Ave. Fort Myers, FL 33901
General Manager: Rod Allen
Phone: (239) 343-8544
Alternate: (239) 872-5923

Primary Emergency Contacts:

Name: Rod Allen

Home Address: 3597 Avenida del Vera Blvd. North Fort Myers, FL 33917

Phone (Office): (239) 343-8544 Cellular Phone: (239) 872-5923

E-Mail Address: rod.allen@leehealth.org

1st Alternate Emergency Contact:

Name: Louis Perrone

Home Address: 3210 24th St. SW Lehigh Acres, FL 33976

Phone (Office): (239) 343-2516 Cellular Phone: (239) 872-0200

E-Mail Address:

2nd Alternate Emergency Contact:

Name:

Home Address:

Phone (Office): Cellular Phone:

The above information is correct as of 5/7/2021.

Please mail or fax this completed form to:
Lee County Emergency Management
Post Office Box 398
Fort Myers, FL 33902-0398
Phone: 239-533-0605
Fax: 239-477-3636

The attached document has been approved by the Board of County Commissioners. Please review the instructions below and forward to the appropriate office when complete.

Meeting Date:	12/07/2021
Agenda Item #:	C26
Agenda Item Title:	Approve Use of Premises Agreements for Emergency Disaster Response
Attachment(s):	(12) Agreement – 2 copies of each

Department	Instructions
County Attorney	<p>Please review the attached document(s) at the BLUE sticker. If you have any questions concerning the document(s), contact the originating department.</p> <p>After completion, forward to the CHAIR/VICE CHAIR for signature.</p>
Chair/Vice Chair	<p>Sign the attached document(s) at the RED sticker.</p> <p>After completion, forward to the MINUTES OFFICE for execution.</p>
Minutes Office	<p>Execute the attached document(s).</p> <p>After document(s) are completely executed, return the remaining originals to Laurel Chick, County Administration for distribution.</p>

12/8/21 CA

Date out from Administration: 12/07/21
Return to Dept. Novus

2021 DEC - 7 AM 11:41
RECEIVED BY
LEE CO. ATTORNEY

2021 DEC - 8 AM 8:28
RECEIVED
MINUTES OFFICE

AGENDA ITEM REPORT

DATE: December 7, 2021
DEPARTMENT: Public Safety
REQUESTER: Sandra Tapfumaneyi
TITLE: Approve Use of Premises Agreements for Emergency Disaster Response

I. MOTION REQUESTED

- A) Approve twelve (12) Agreements granting Lee County temporary use of properties for emergency disaster response, relief and recovery efforts.
- B) Authorize Chair to execute the agreements on behalf of the Board.

II. ITEM SUMMARY

Approval grants Lee County temporary use of twelve (12) properties owned by community partners in the event of a disaster response. The locations may be used during emergency response for uses such as central staging, equipment location, emergency distribution point, a multi-agency coordinating center, disaster recovery center, etc. Upon renewal, these agreements will remain in force for a period of five (5) years with the option to renew for an additional period of five (5) years.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

In the event of a natural disaster, such as a hurricane or other emergency situation, the County needs access to lands that provide appropriate and central staging areas. These agreements, voluntarily and without further compensation, grant permission for the temporary use of the properties for emergency response, relief and recovery efforts.

The twelve (12) properties with agreements for use are Bailey's Center, Crossroads Baptist Church, First Baptist Church of St. James City, Flamingo Bay, Jerry's Foods, Pine Island Shopping Center, Santini Marina Plaza, VFW Pine Island, Cape Coral Hospital, Gulf Coast Hospital, HealthPark Hospital and Lee Memorial Hospital.

As part of the Agreements, the County agrees to repair, replace, or reimburse the Owner for any and all damage to the Properties caused by the County, its agents, and employees during its occupancy. The County also agrees to reimburse a prorated share of the telephone, electrical, water and sewer services while it is occupied by Emergency Management. The County will seek FEMA reimbursement through the Public Assistance Program to cover costs associated with the use of these properties.

B) Policy Issues

C) BoCC Goals

D) Analysis

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	No funding required.
B)	Is this item approved in the current budget?	N/A
C)	Is this a revenue or expense item?	N/A
D)	Is this Discretionary or Mandatory?	N/A

E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Program: Project: Account Strings:	
G)	Fund Type?	N/A
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
Baileys Center	10/27/2021	Agreement
Crossroads Baptist Church	10/27/2021	Agreement
First Baptist Church St. James City	10/27/2021	Agreement
Flamingo Bay	10/27/2021	Agreement
Jerry's Foods	10/27/2021	Agreement
Pine Island Shopping Center	10/27/2021	Agreement
Santini Marina Plaza	10/27/2021	Agreement
VFW Pine Island	10/27/2021	Agreement
Cape Coral Hospital	10/27/2021	Agreement
Gulf Coast Hospital	10/27/2021	Agreement
HealthPark Hospital	10/27/2021	Agreement
Lee Memorial Hospital	10/27/2021	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Tapfumaneyi, Sandra	Approved	11/17/2021 - 12:30 PM
Budget Services	Henkel, Anne	Approved	11/18/2021 - 7:16 AM
Budget Services	Winton, Peter	Approved	11/18/2021 - 11:32 AM
County Attorney	Fraser, Andrea R.	Approved	11/18/2021 - 2:28 PM
County Manager	Brady, Christine	Approved	11/19/2021 - 2:51 PM