

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

Blue Sheet No. 20040264

1. REQUESTED MOTION:

ACTION REQUESTED: Board approve and execute agreement with the American Red Cross for usage and certain public health oriented programming of County run Community Centers, Pools and Parks.

WHY ACTION IS NECESSARY: The Community Centers, Pools and Parks are property of Lee County in which Board approval is required for such usage.

WHAT ACTION ACCOMPLISHES: Allows non-profit corporation usage of the park facilities for programs and classes to benefit the citizens of Lee County.

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

C11A

3. MEETING DATE:

03-30-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
 - B. DEPARTMENT Parks and Recreation
 - C. DIVISION _____
- BY: John Yarbrough

7. BACKGROUND: The American Red Cross (ARC), a non-for-profit organization, has had an agreement with Lee County to provide certain health oriented programs such as educational classes in CPR, first-aid, baby sitter training and pet first aid at park facilities. This new agreement allows ARC to continue these classes in addition to aquatics and water safety education. In return for ARC's use of county facilities, ARC agrees to permit the County to use ARC's educational equipment, including but not limited to mannequin for CPR and training videos.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

ccm

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					CA	OM	Risk	GC	
<i>JL</i> <i>3-22-04</i>	<i>[Signature]</i>			<i>KCP</i> <i>3/9/04</i>	<i>CA</i> <i>3/9/04</i>	<i>OM</i> <i>3/9/04</i>	<i>Risk</i> <i>3/9/04</i>	<i>GC</i> <i>3/9/04</i>	<i>HB</i> <i>3/10/04</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: *3/5/04*
Time: *11:45*
Forwarded To:
Co. Admin
3/9/04

RECEIVED BY
COUNTY ADMIN:
3/9/04
3:10 PM
COUNTY ADMIN
FORWARDED TO: *[Signature]*
3/11/04
10:11 AM

AMERICAN RED CROSS OF LEE COUNTY LICENSE AND USE AGREEMENT

This agreement is made and entered into this 3rd day of March 2004, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and the American Red Cross of Lee County hereinafter referred to as "ARC".

WITNESSETH

COUNTY and the ARC, in consideration of the mutual promises contained herein, agree to the following:

1. The COUNTY owns buildings and/or Pools used for public programs located at: Bay Oaks Community Center, Lehigh Community Center and Pool, Alva Community Center, Olga Community Center, Buckingham Community Center, Shandler Hall Community Center, Three Oaks community Center, Karl Drews Community Center, Matlacha Community Center, Harlem Heights Community Center, Rutenburg Park Community Center, North Park Community Center, Lakes Park Lodge, Phillips Park Community Pool, North Fort Myers Community Center and Pool, San Carlos Community Pool, Cypress Lake High School Pool, Tice Community Pool.
2. The ARC desires to use the above county buildings and pools for certain public health oriented programs, to wit: educational classes for 10-20 students, in CPR, first aid, babysitter training, pet first aid, aquatics and water safety education.
3. The COUNTY hereby licenses the use of the buildings and pools as listed in paragraph 1, to the ARC, a not-for-profit organization. However, the use of these buildings and pools, as listed in paragraph 1, to the ARC, a not-for-profit organization. However, the use of these buildings and pools by ARC shall be conditioned upon the County's determination of available space.

USE OF FACILITIES

4. The ARC may utilize the buildings and pools for a one (1) year period, beginning on the date this license is executed by the Board of County Commissioners and ending one year from that date.
5. This agreement does not permit the ARC to assume full usage and/or management of the buildings and pools.

OPTION TO RENEW/TERMINATION

6. This agreement may be renewed for an additional one (1) year period upon written agreement of the parties sixty (60) days prior to expiration of the current term; unless the agreement is renewed, in writing, by the county, it will be deemed expired.
7. The County may terminate this agreement, for any purpose, by giving the ARC 15 days written notice of its intent to do so.
8. Amendments or changes to this Agreement must be made upon written agreement of the parties adopted in a manner similar to this Agreement.
9. This agreement may be terminated by ARC upon ninety (90) days written notice to the county.

FINANCIAL RESPONSIBILITY

10. The ARC will assume full financial responsibility for presenting their educational programs, including, but not limited to, salaries and benefits for employees, trash and garbage collection and disposal, equipment rental and maintenance, operating supplies, insurance and any other operating expenses.

HOURS OF OPERATION

11. The ARC will provide their programs during the normal business hours of the County's facilities. Additional operating hours will vary depending on the County's determination of available space.

INSURANCE

12. Insurance shall be provided by ARC and be considered primary in the event of any claims resulting in any activities as outlined in this agreement. A certificate of insurance shall be provided in the following limits for the listed insurable matters: [See Attached Exhibit A] ARC will provide the County with a certificate of insurance evidencing coverage for as outlined on **Exhibit A**. Said coverage shall name "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public" as Additional Insured and provide 30 days notice of cancellation to Lee County Risk Management.

PROPERTY CONDITION/PROTECTION/IMPROVEMENTS

13. (a) During ARC's use of the facilities, they shall maintain and protect the building from damage, and, after use, shall surrender it in essentially the same condition (except for normal wear).
(b) ARC, accompanied by a representative of the Lee County Park's Department, may inspect the premises prior to beginning their use thereof, to ascertain if any damage or defects presently exist.
14. The ARC may not make any capital improvements or modifications to the building(s).

EQUIPMENT/INVENTORY

15. (a) In return for ARC's use of the county buildings, ARC agrees to permit COUNTY to use ARC's educational equipment, including but not limited to: mannequin for CPR and training videos. The equipment will be stored at 2516 Colonial Blvd., Fort Myers, FL. ARC will replace the equipment as deemed necessary.
(b) During the COUNTY'S use of property belonging to ARC, the COUNTY shall maintain and protect same from damage, loss or theft and after use, shall surrender it in essentially the same condition (except for normal wear). Damage due to the negligence of the COUNTY, shall be replaced at the COUNTY's expense.
(c) The COUNTY may not loan property to any other party and will make certain property is properly secured when not in use.
(d) ARC, or its authorized designee, shall have the right to inspect the loaned property at any reasonable time during its use by COUNTY.

INSPECTION OF THE PREMISES

16. The COUNTY, or its authorized designee, shall have the right to inspect the building(s) at any reasonable time during its use by ARC.

INDEMNIFICATION

ARC shall, in addition to any other obligation to indemnify the COUNTY and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the COUNTY, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract or work performed under or related to this contract, unless caused by the sole negligence of the COUNTY, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorneys fees (including appellate, bankruptcy or patent counsel fees), incurred by the COUNTY to enforce this agreement shall be borne by the ARC. This Indemnification shall also cover all claims brought against the COUNTY, its elected officials, employees, agents, or volunteers by any employee of the ARC, any Subcontractor, or anyone directly or indirectly employed by any of them. The ARC's obligation under this Article shall not be limited in any way to the limit of or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this contract, or in the

event of termination of this contract for any reason, the terms and conditions of this Article shall survive indefinitely.

IN WITNESS WHEREOF, the COUNTY and the American Red Cross of Lee County have caused this agreement to be executed on the day and year first below written.

ATTEST:

Charlie Green, Clerk

Board of County Commissioners
of Lee County, Florida

By: _____
Deputy Clerk

By: _____
Chairman

Witnesses:

Mary Northrup
Linda S. Kern

American Red Cross of Lee County

By Robin E. Wuyate
President & Chief Executive Officer

Date: March 3, 2004

Approved as to Legal Form
And Sufficiency

By: _____

Exhibit A

1. Insurance Requirements:

a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease limit per employee

b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$1,000,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. Special Requirements:

a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. **Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@** will be named as an "Additional Insured" on the General Liability policy.

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
ATL-000798661-03

PRODUCER
Marsh USA Inc. (Nashville)
P.O. Box 198975
Nashville, TN 37219-8975

615/340-2400 Fax: 615/340-2438

S02212-Cas-Stnd-03/04 Lee Co FL YES FAX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY
A OLD REPUBLIC INSURANCE CO

COMPANY
B

COMPANY
C

COMPANY
D

INSURED
LEE COUNTY CHAPTER
AMERICAN RED CROSS
2516 COLONIAL BLVD., #201
FORT MYERS, FL 33907

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

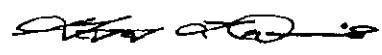
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MWZZ50317	07/01/03	07/01/04	GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
					COMBINED SINGLE LIMIT \$
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
	OTHER				EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RED CROSS CLASSES AND PRESENTATIONS CONDUCTED AT COUNTY FACILITIES JANUARY 1, 2004 - DECEMBER 31, 2004
ADDITIONAL INSURED: LEE COUNTY BOARD OF COUNTY COMMISSIONERS

CERTIFICATE HOLDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 398
ATTENTION: JEANNE HOPKINS
FT. MYERS, FL 33902

CANCELLATION
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
BY: Gregory L. Daniels 
MM1(3/02) VALID AS OF: 01/22/04