

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

Blue Sheet No. **20040808**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve and execute an Agreement concerning the Use of Real Estate or other Premises for Emergency Relief Efforts between Lee County, and Uccello Immobilien GmbH, formerly known as University Park One, for a period of five (5) years.

**WHY ACTION IS NECESSARY:** Interlocal agreements require Board approval.

**WHAT ACTION ACCOMPLISHES:** Authorizes Lee County temporary use of property located at 12800 University Drive, in Fort Myers for emergency relief and recovery efforts.

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

*C7C*

**3. MEETING DATE:**

*06-29-2004*

**4. AGENDA:**

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

**6. REQUESTOR OF INFORMATION:**

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

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT \_\_\_\_\_
- C. DIVISION Public Safety
- BY: John D. Wilson, Director *JW*

**7. BACKGROUND:**

The Agreement between Lee County and Uccello Immobilien GmbH voluntarily and without further compensation, grants permission for the temporary use of the Property for emergency response, relief and recovery efforts. These efforts shall include, but not limited to, a staging area for emergency response equipment, an emergency distribution point, a multi-agency coordinating center, a disaster recovery center and other emergency related uses.

As part of this Agreement, the County agrees to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees, or contractors and further agrees to reimburse a prorated share of the telephone, electrical, water and sewer services.

Attachment: Four copies of Agreement.

**8. MANAGEMENT RECOMMENDATIONS:** Staff recommends approval.

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>W. D. ... 6/15/04</i>	<i>Cindy Rogge Judy Goetz 6/15/04</i>	N/A		<i>D. ... 6/15/04</i>	<i>P.M. 6/15/04</i>	<i>6/15/04</i>	<i>6/15/04</i>	<i>6/16/04</i>	HS <i>6/16/04</i>

**10. COMMISSION ACTION:**

- \_\_\_\_\_ APPROVED
- \_\_\_\_\_ DENIED
- \_\_\_\_\_ DEFERRED
- \_\_\_\_\_ OTHER

Rec. by CoAtty  
Date: *6/15/04*  
Time: *1:00 PM*  
Forwarded To: \_\_\_\_\_

RECEIVED BY  
COUNTY ADMIN: *PM*  
*6/15/04*  
*3:15 PM SLT*  
COUNTY ADMIN  
FORWARDED TO: *PI*  
*6/15/04*  
*2:50 PM*

*HS*

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

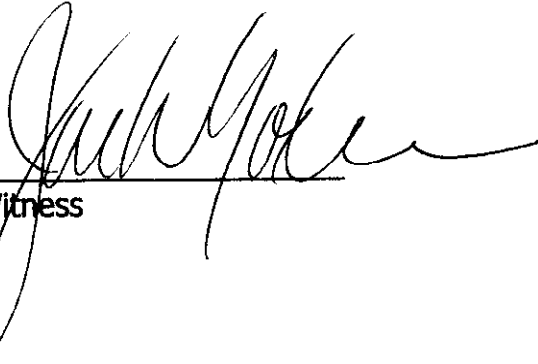
THIS AGREEMENT is entered into this    day of   ,   2004, by and between Uccello Immobilien GmbH. , owner controlling real estate of other premises hereinafter called the "Owner" and the Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, hereinafter called the "County".

1.    NOW, THEREFORE, it is mutually agreed between the parties as follows: The Owner, controls real estate described as follows: Uccello Immobilien GmbH. located at 12800 University Drive, including three level parking structure with adjacent property of + 18 acres known as Uccello Immobilien GmbH., Fort Myers, Florida (hereinafter the "Property"). It voluntarily and without compensation grants permission for the temporary use of the Property to the County for emergency response, relief and recovery efforts. These efforts shall include, but not be limited to, multi-agency coordinating centers, staging areas for emergency response equipment, emergency distribution points, disaster recovery centers to apply for disaster assistance, 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 and reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees or contractors.
3.    The County agrees to reimburse the Owner for 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 on 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 that the Property is being used for emergency services.
5.    The Owner agrees to provide emergency contact information to the County and to update said information annually.
6.    This agreement shall remain in force for a period of five (5) years.

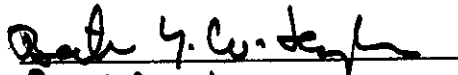
7. The Owner must approve any and all printed materials which refer to the Property.
8. The County shall advise Owner of any rescue organization(s) it intends to assist with the emergency response and relief efforts and which will be on the Property. Said organization must either enter into a mutual aid agreement with the County or in writing shall indemnify and hold Owner harmless from and against any and all claims, actions, damages, liability, cost and expense (including, but not limited to attorney's fees and court costs), arising from the act or omission of the said organization, its agents, employees, contractors during the use of the Property.
9. The County will be liable to the owner for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official, employee, or contractor during the County's use of the property, subject to limitations as set 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 for the purposes of this 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 representations, oral or written, express or implied, between them except as set forth herein.
12. No change or modification to this Agreement shall be effective unless the same is in writing and signed by both parties hereto.

IN WITNESS THEREOF, the Owner controlling the Property 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 with the fixing of the last signature hereto.

SIGNATURES TO THE AGREEMENT

x   
\_\_\_\_\_  
Witness

UCCELLO IMMOBILIEN GmbH.

By:   
Its: President

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

ATTEST:  
CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of the County Attorney

CONTACT LIST OF AUTHORIZED REPRESENTATIVE FOR TEMPORARY  
USE OF REAL ESTATE OF OTHER PREMISES

Common Name of Site/Facility: UCCELLO IMMOBILIEN GmbH.  
Address: 12800 University Drive Ft. Myers, FL.  
Phone: 482-1280 Emergency Phone: 482-1280 (Answering Service)

Primary Emergency Contact

Name: Kim Gaglia

Home Address: 13840 White Gardenia Way

Phone: (239) 225-2202 Pager: (239) 930-5441 Cellular Phone: (239) 707-1532

1<sup>st</sup> Emergency Contact

Name: Tony Zaldivar

Home Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Pager: \_\_\_\_\_ Cellular Phone: (239) 707-0015

2<sup>nd</sup> Emergency Contact

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Pager: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

The above information is correct as of 5/11/2004

**Please mail or fax this completed form to:  
Lee County Emergency Operations Center  
Post Office Box 398  
Ft. Myers, FL. 33902-0398  
Phone: 239-477-3600  
Fax: 239-477-3636**

Client#: 75

LEEBOCC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/10/04

<b>PRODUCER</b> ARTHUR J GALLAGHER-BOCA RATON  2255 GLADES RD SUITE 400E Boca Raton, FL 33431-7375		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.	
<b>INSURED</b> Lee County Board of Commissioners Attn: Risk Management Dept. PO Box 398 Ft. Myers, FL 33902		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: United National Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR including SIR of \$200,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CP0065362	10/01/03	10/01/04	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						ACC	\$
		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? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate Holder is listed as an Additional Insured for General Liability only however, this is limited to the county's liability established in section FS 768.28 (19) Florida Statutes.  
 Re: Use of this location for emergency response, relief and recovery Efforts.

**CERTIFICATE HOLDER**

Uccello Immobilien GmbH., Attn:  
 Kim Gagia  
 12800 University Drive  
 Fort Myers, FL 33919

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

