

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

Blue Sheet No. 20060371

**1. ACTION REQUESTED/PURPOSE:** Approve and execute an agreement between Lee County and Messiah Lutheran Church for use of their property for emergency response, relief and recovery efforts for a period of five years.

**2. WHAT ACTION ACCOMPLISHES:** Authorizes Lee County temporary use of the property called Messiah Lutheran Church for emergency response, relief and recovery efforts.

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

**4. Departmental Category:** 07

**C7E**

**5. Meeting Date:**

**June 27, 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

**9. Background:**

The Agreement between Lee County and Messiah Lutheran Church, 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	Mgr.	
	N/A	N/A		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	
					<i>6/15/06</i>	<i>6/15/06</i>	<i>6/15/06</i>	<i>6/15/06</i>	

**11. Commission Action:**

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

RECEIVED BY COUNTY ADMIN:  
6/19/06 9:00 AM

COUNTY ADMIN FORWARDED TO:  
6/15/06  
Spr

REC. by CoAtty  
 Date: 6/15/06  
 Time: 1:00 PM  
 Forwarded to:  
6/15/06 2:50 PM

**CONTACT LIST OF AUTHORIZED REPRESENTATIVES OF TEMPORARY  
USE OF REAL ESTATE OR OTHER PREMISES**

Lutheran Church                      Messiah Lutheran Church  
Address:                                    2691 Pine Island Rd. N. Fort Myers, FL. 33909  
Phone:                                      239-995-0133      Emergency Phone: 239-560-2872

**Primary Emergency Contact**

Name:                                      Warren Sauter  
Home Phone:                              239-573-0166  
Pager:                                        \_\_\_\_\_  
Cellular Phone:                            \_\_\_\_\_

**1st Emergency Contact**

Name :                                      David Scherer  
Home Phone :                              239-549-3650  
Pager :                                        \_\_\_\_\_  
Cellular Phone :                            239-851-8101

JUN 8 - 2006

**2nd Emergency Contact**

Name :                                      George Graham  
Home Phone:                              239-731-2164  
Pager:                                        \_\_\_\_\_  
Cellular Phone:                            239-691-5155

The above information is correct as of June 2, 2006

.....  
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

**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 Messiah Lutheran Church 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: Messiah Lutheran Church located at 2961 N.E. Pine Island Rd, North Ft Myers, FL., (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 distribution point, a multi-agency coordination center, a disaster recovery center, emergency workers shelter, and other emergency related uses. Lee County through the Matlacha-Pine Island Fire Department agrees to install and remove hurricane shutters in a timely manner. Matlacha- Pine Island Fire Department, Lee County Sheriff's Office and Lee County Emergency Management agree to fund the emergency power connection with Lee County Emergency Management supplying the temporary generator.
2. The County agrees to exercise reasonable care during the use of the Property and Further agrees to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees, or contractors during its occupancy.
3. The County agrees to reimburse the Owner of the Property a prorated share of the

telephone, electricity, water and sewer services used by the County, its agents, employees, or contractors, and further the County agrees to reimburse the Owner of the Property for any specific increased costs incurred for utility services provided that proof of increased costs is provided to the County.

4. The County, based upon the type of emergency event, shall inform the Owner's authorized representative of the intended duration of the temporary use of the property as soon as practicable. Use will be allowed for one (1) week at a time with additional weeks approved by Owner. Said use can be terminated by Owner with seven (7) days notice.
5. The Owner agrees to provide emergency contact information to the County and to update said information annually (See Attachment).
6. Agreement shall remain in force for a period of five (5) years from its execution by the County with the option for the Parties to mutually renew for an additional five (5) years.
7. The Owner must approve any and all printed materials that are published by the County which refer to the Property.
8. The County shall advise Owner in writing of any rescue organization(s) it intends to assist with the emergency relief efforts on the Property. Said organizations must enter into a Mutual Aid Agreement with the County.
9. The County will be liable to Owner for money damages in tort for any injuries to or Losses of property, personal injury, or death caused by the negligent or wrongful acts(s) or omission(s) of any official, employee, or contractor during the County's use of the property, subject to the limitation as set out in Section 768.28 Florida Statutes, as it may be revised or amended from time to time.
10. County agrees to provide proof of its general liability insurance for the purpose of the Agreement (See Attachment).

11. This agreement contains the entire Agreement between the Parties hereto and there are no promises, agreements, conditions, undertaking or warranties or representatives, oral or written, express or implied, between them except as set forth herein.
12. No charge or modification to this agreement shall be effective unless the same is in writing and signed by both parties hereto.
13. Either Party to this Agreement may terminate same for its convenience, without cause, upon thirty (30) days written notice to the non-terminating party.

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

**SIGNATURE TO THE AGREEMENT**

**Messiah Lutheran Church**

J. Manafave

Witness

Alex Maki

Witness

By: William K. Sauter

Signature

By: PROPERTY CHAIRMAN

Title

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

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

**APPROVED AS TO FORM:**

ATTEST:  
CHARLIE GREEN, CLERK

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

\_\_\_\_\_  
Office of the County Attorney

**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 Messiah Lutheran Church 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: Messiah Lutheran Church located at 2961 N.E. Pine Island Rd, North Ft Myers, FL., (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 distribution point, a multi-agency coordination center, a disaster recovery center, emergency workers shelter, and other emergency related uses. Lee County through the Matlacha-Pine Island Fire Department agrees to install and remove hurricane shutters in a timely manner. Matlacha- Pine Island Fire Department, Lee County Sheriff's Office and Lee County Emergency Management agree to fund the emergency power connection with Lee County Emergency Management supplying the temporary generator.
2. The County agrees to exercise reasonable care during the use of the Property and Further agrees to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees, or contractors during its occupancy.
3. The County agrees to reimburse the Owner of the Property a prorated share of the

telephone, electricity, water and sewer services used by the County, its agents, employees, or contractors, and further the County agrees to reimburse the Owner of the Property for any specific increased costs incurred for utility services provided that proof of increased costs is provided to the County.

4. The County, based upon the type of emergency event, shall inform the Owner's authorized representative of the intended duration of the temporary use of the property as soon as practicable. Use will be allowed for one (1) week at a time with additional weeks approved by Owner. Said use can be terminated by Owner with seven (7) days notice.
5. The Owner agrees to provide emergency contact information to the County and to update said information annually (See Attachment).
6. Agreement shall remain in force for a period of five (5) years from its execution by the County with the option for the Parties to mutually renew for an additional five (5) years.
7. The Owner must approve any and all printed materials that are published by the County which refer to the Property.
8. The County shall advise Owner in writing of any rescue organization(s) it intends to assist with the emergency relief efforts on the Property. Said organizations must enter into a Mutual Aid Agreement with the County.
9. The County will be liable to Owner for money damages in tort for any injuries to or Losses of property, personal injury, or death caused by the negligent or wrongful acts(s) or omission(s) of any official, employee, or contractor during the County's use of the property, subject to the limitation as set out in Section 768.28 Florida Statutes, as it may be revised or amended from time to time.
10. County agrees to provide proof of its general liability insurance for the purpose of the Agreement (See Attachment).

11. This agreement contains the entire Agreement between the Parties hereto and there are no promises, agreements, conditions, undertaking or warranties or representatives, oral or written, express or implied, between them except as set forth herein.
12. No charge or modification to this agreement shall be effective unless the same is in writing and signed by both parties hereto.
13. Either Party to this Agreement may terminate same for its convenience, without cause, upon thirty (30) days written notice to the non-terminating party.

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

**SIGNATURE TO THE AGREEMENT**

**Messiah Lutheran Church**

✓ Maria Jone

Witness

✓ Helen Greke

Witness

By: Warren K. Sauter

Signature

By: PROPERTY CHAIRMAN

Title

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

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

**APPROVED AS TO FORM:**

ATTEST:  
CHARLIE GREEN, CLERK

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

\_\_\_\_\_  
Office of the County Attorney



**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 Messiah Lutheran Church 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: Messiah Lutheran Church located at 2961 N.E. Pine Island Rd, North Ft Myers, FL., (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 distribution point, a multi-agency coordination center, a disaster recovery center, emergency workers shelter, and other emergency related uses. Lee County through the Matlacha-Pine Island Fire Department agrees to install and remove hurricane shutters in a timely manner. Matlacha- Pine Island Fire Department, Lee County Sheriff's Office and Lee County Emergency Management agree to fund the emergency power connection with Lee County Emergency Management supplying the temporary generator.
2. The County agrees to exercise reasonable care during the use of the Property and Further agrees to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees, or contractors during its occupancy.
3. The County agrees to reimburse the Owner of the Property a prorated share of the

telephone, electricity, water and sewer services used by the County, its agents, employees, or contractors, and further the County agrees to reimburse the Owner of the Property for any specific increased costs incurred for utility services provided that proof of increased costs is provided to the County.

4. The County, based upon the type of emergency event, shall inform the Owner's authorized representative of the intended duration of the temporary use of the property as soon as practicable. Use will be allowed for one (1) week at a time with additional weeks approved by Owner. Said use can be terminated by Owner with seven (7) days notice.
5. The Owner agrees to provide emergency contact information to the County and to update said information annually (See Attachment).
6. Agreement shall remain in force for a period of five (5) years from its execution by the County with the option for the Parties to mutually renew for an additional five (5) years.
7. The Owner must approve any and all printed materials that are published by the County which refer to the Property.
8. The County shall advise Owner in writing of any rescue organization(s) it intends to assist with the emergency relief efforts on the Property. Said organizations must enter into a Mutual Aid Agreement with the County.
9. The County will be liable to Owner for money damages in tort for any injuries to or Losses of property, personal injury, or death caused by the negligent or wrongful acts(s) or omission(s) of any official, employee, or contractor during the County's use of the property, subject to the limitation as set out in Section 768.28 Florida Statutes, as it may be revised or amended from time to time.
10. County agrees to provide proof of its general liability insurance for the purpose of the Agreement (See Attachment).

11. This agreement contains the entire Agreement between the Parties hereto and there are no promises, agreements, conditions, undertaking or warranties or representatives, oral or written, express or implied, between them except as set forth herein.
12. No charge or modification to this agreement shall be effective unless the same is in writing and signed by both parties hereto.
13. Either Party to this Agreement may terminate same for its convenience, without cause, upon thirty (30) days written notice to the non-terminating party.

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

SIGNATURE TO THE AGREEMENT

**Messiah Lutheran Church**

Maria Jones

Witness

Helen Heike

Witness

By: Walter F. Zanter

Signature

By: PROPERTY CHAIRMAN

Title

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

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

**APPROVED AS TO FORM:**

ATTEST:  
CHARLIE GREEN, CLERK

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

\_\_\_\_\_  
Office of the County Attorney

**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 Messiah Lutheran Church 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: Messiah Lutheran Church located at 2961 N.E. Pine Island Rd, North Ft Myers, FL., (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 distribution point, a multi-agency coordination center, a disaster recovery center, emergency workers shelter, and other emergency related uses. Lee County through the Matlacha-Pine Island Fire Department agrees to install and remove hurricane shutters in a timely manner. Matlacha- Pine Island Fire Department, Lee County Sheriff's Office and Lee County Emergency Management agree to fund the emergency power connection with Lee County Emergency Management supplying the temporary generator.
2. The County agrees to exercise reasonable care during the use of the Property and Further agrees to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees, or contractors during its occupancy.
3. The County agrees to reimburse the Owner of the Property a prorated share of the

telephone, electricity, water and sewer services used by the County, its agents, employees, or contractors, and further the County agrees to reimburse the Owner of the Property for any specific increased costs incurred for utility services provided that proof of increased costs is provided to the County.

4. The County, based upon the type of emergency event, shall inform the Owner's authorized representative of the intended duration of the temporary use of the property as soon as practicable. Use will be allowed for one (1) week at a time with additional weeks approved by Owner. Said use can be terminated by Owner with seven (7) days notice.
5. The Owner agrees to provide emergency contact information to the County and to update said information annually (See Attachment).
6. Agreement shall remain in force for a period of five (5) years from its execution by the County with the option for the Parties to mutually renew for an additional five (5) years.
7. The Owner must approve any and all printed materials that are published by the County which refer to the Property.
8. The County shall advise Owner in writing of any rescue organization(s) it intends to assist with the emergency relief efforts on the Property. Said organizations must enter into a Mutual Aid Agreement with the County.
9. The County will be liable to Owner for money damages in tort for any injuries to or Losses of property, personal injury, or death caused by the negligent or wrongful acts(s) or omission(s) of any official, employee, or contractor during the County's use of the property, subject to the limitation as set out in Section 768.28 Florida Statutes, as it may be revised or amended from time to time.
10. County agrees to provide proof of its general liability insurance for the purpose of the Agreement (See Attachment).

- 11. This agreement contains the entire Agreement between the Parties hereto and there are no promises, agreements, conditions, undertaking or warranties or representatives, oral or written, express or implied, between them except as set forth herein.
- 12. No charge or modification to this agreement shall be effective unless the same is in writing and signed by both parties hereto.
- 13. Either Party to this Agreement may terminate same for its convenience, without cause, upon thirty (30) days written notice to the non-terminating party.

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

**SIGNATURE TO THE AGREEMENT**

**Messiah Lutheran Church**

Maria Jones

Witness

Aileen Hanks

Witness

By: Warren K. Zanter

Signature

By: PROPERTY CHAIRMAN

Title

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

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

**APPROVED AS TO FORM:**

ATTEST:  
CHARLIE GREEN, CLERK

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

\_\_\_\_\_  
Office of the County Attorney