

Lee County Board of County Commissioners
Agenda Item Summary

Blue Sheet No. 20020540

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute an Agreement between Lee County and Tanger Properties Limited Partnership / D.b.a. Tanger Factory Outlet Centers, Inc., (a.k.a. Tanger Factory Stores Sanibel) located at 20350 Summerlin Road in Fort Myers, Florida for a period of five (5) years.

WHY ACTION IS NECESSARY: Agreements must be approved by the Board of County Commissioners.

WHAT THE ACTION ACCOMPLISHES: Authorizes Lee County temporary use of the Property called Tanger Factory Stores Sanibel located at 20350 Summerlin Road in Fort Myers for emergency response, relief and recovery efforts.

2. DEPARTMENTAL CATEGORY: Division of Public Safety (07)
COMMISSION D. # **C7A**

3. MEETING DATE: **06-04-2002**

4. AGENDA
CONSENT
ADMINISTRATIVE
APPEALS
PUBLIC
TIME REQUIRED:

5. REQUIREMENT/PURPOSE
(Specify)
STATUTE
ORDINANCE
ADMIN. CODE
OTHER

6. REQUESTOR OF INFORMATION

A. COMMISSIONER
B. DEPARTMENT
C. DIVISION Public Safety
BY John D. Wilson, Director *[Signature]*

7. BACKGROUND:

The Agreement between Lee County and Tanger Factory Stores Sanibel, 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 be 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 1 - Three (3) copies of signed Tanger Factory Stores Sanibel Agreement.

8. MANAGEMENT RECOMMENDATIONS: Staff recommends executing the Statement of Agreement.

9. RECOMMENDED APPROVAL

DEPARTMENT DIRECTOR <i>[Signature]</i> 5/13/02	PURCHASING OR CONTRACTS <i>[Signature]</i> 5/15/02	HUMAN REL <i>[Signature]</i> N/A	Office of Budget Svcs BAI GCI Risk Dir. <i>[Signature]</i> 5/21/02	OTHER <i>[Signature]</i> 5/23	COUNTY ATTORNEY <i>[Signature]</i> Jull	COUNTY MANAGER <i>[Signature]</i>
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10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN. *PMC*
5/20/02
9:00am
COUNTY ADMIN.
[Signature]
5/23 9:00

Rec. by CoAtty
Date: **MAY 17 2002**
Time: 3:00pm
Forwarded To:
[Signature]
5/20/02 8:27am

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 _____, 2002 by and between Tanger Properties Limited Partnership / D.b.a. Tanger Factory Outlet Centers, Inc., 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: TANGER FACTORY STORES SANIBEL located at 20350 Summerlin Road, Fort Myers, Florida 33908 (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 the temporary use of the Property for emergency response, relief and recovery efforts. These efforts shall include, but not be 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.
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. This 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 same 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 organization 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 act(s) or omission(s) of any official, employee, or contractor during the County's use of the property, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
10. The County agrees to list Owner as an additional insured on its general liability insurance 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.
12. 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 the 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.

SIGNATURES TO THE AGREEMENT

**TANGER PROPERTIES LIMITED
PARTNERSHIP/ D.b.a. Tanger Factory Outlet
Centers, Inc.**

By: Vanessa L. Stone

Its: Regional Director of Operations

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

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

Keith Dougherty
Witness

Janie
Witness

**ATTEST:
CHARLIE GREEN, CLERK**

By: _____
Deputy Clerk

CERTIFICATE OF LIABILITY INSURANCE

03/26/02

PRODUCER
 ARTHUR J GALLAGHER-BOCA RATON
 2255 GLADES RD SUITE 400E
 Boca Raton, FL 33431-7379

INSURED
 Lee County Board of Commissioners
 Attn: Risk Management Dept.
 PO Box 398
 Ft. Myers, FL 33902

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.

INSURERS AFFORDING COVERAGE

INSURER A: United National Insurance Co.
 INSURER B: Royal Surplus Ins. Co.
 INSURER C: Commonwealth Ins. Co.
 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.

NR/LTR	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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Including SIR of \$200,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CP65074	10/01/01	10/01/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP ACCI \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS Including SIR of \$200,000	CP65074	10/01/01	10/01/02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS: OTHER TORY LIMITS: ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate Holder is listed as an Additional Insured as respects to:
 Tanger Properties Limited Partnership d/b/a Tanger Factory Outlet Centers, Inc. in regards to Lee County Emergency Mangement use of premises for emergency response, relief and recovery efforts.

CERTIFICATE HOLDER
 Tanger Factory Stores Sanibel
 20350 Summerline Road
 Fort Myers, FL 33908

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
Don L. ...

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**Contact List of Authorized Representatives of Temporary
Use of Real Estate or Other Premises**

Name of Site/Facility: TANGER FACTORY Stores

Address: 20350 Summerlin Road, Ft Myers FL 33908

Phone: 239-454-1974 Emergency Phone: 239-542-8994

Fax 239-454-6004

Primary Emergency Contact

Name: Jo Ann Rybak

Home Phone: 239-542-8994 Pager: 239-476-8291 Cellular Phone: 239-292-9002
239-851-2590
Husband's Cell

1st Emergency Contact

Name: Janet Davis

Home Phone: 239-283-9803 Pager: 239-469-5203 Cellular Phone: 239-452-4249

2nd Emergency Contact

Name: _____

Home Phone: _____ Pager: _____ Cellular Phone: _____

The above information is correct as of 4/26/02

Please mail or fax this completed form to:

**LEE COUNTY EMERGENCY MANAGEMENT
P. O. BOX 398
FORT MYERS, FL 33902-0398
(239) 477-3600
FAX: (239) 477-3636**