

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute an agreement between Lee County and The Bell Tower Shops located at 13499 U.S. 41 S.E., Fort Myers, Florida for a period of five (5) years

WHY ACTION IS NECESSARY: The Board of County Commissioners must approve all agreements.

WHAT ACTION ACCOMPLISHES: Authorizes Lee County temporary use of the Property called The Bell Tower Shops located at 13499 U.S. 41 S.E., Fort Myers, Florida for emergency response, relief and recovery efforts.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 5

C7A

3. MEETING DATE:

09-03-2002

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 Independent
- C. DIVISION Public Safety
- BY: John D. Wilson

7. BACKGROUND:

The Agreement between Lee County and The Bell Tower Shops, voluntarily and without further compensation, grants permission for the 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 the signed Bell Tower Shops Agreement.

8. MANAGEMENT RECOMMENDATIONS: Staff in support of request.

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing Or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	OA	OM	Risk	GC	<i>[Signature]</i>
					8/19/02	8/20/02	8/21/02	8/20/02	

10. COMMISSION ACTION:

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

Rec. by CoAtty
Date: 8/19/02
Time: 3:20pm
Forwarded To:
8/19/02 3:25pm

8-20-02 / 11
8:00
COUNTY ADMIN.
FORWARDED TO: LC
8/21/02
8:50 AM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/01/02

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: _____
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 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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Including SIR of \$200,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	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 AGG	\$
A	AUTOMOBILE LIABILITY <input checked="" 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 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 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Including SIR of				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

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

CERTIFICATE HOLDER
MadisonMaruette Realty Services
The Bell Tower Shops
13499 US 41 SE
Fort Myers, FL 33907-3837

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. Mewers

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 BELL TOWER PROPERTIES LTD. PARTNERSHIP, 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: THE BELL TOWER SHOPS located at 13499 U.S. 41, SE in Fort Myers, Florida 33907-3837 (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.
- 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 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

MADISON MARQUETTE REALTY
SERVICES, AGENT FOR:
BELL TOWER PROPERTIES LTD.
PARTNERSHIP

By: Becky Thompson

Its: Property Manager

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

Cynthia A. Perntice
Witness
Ally Singling
Witness

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

bt

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

Name of Site/Facility: BELL TOWER SHOPS

Address: 13499 US 41 SE (CLEVELAND AVE) #161, FT MYERS, FL 33907

Phone: 239 489-1221 Emergency Phone: 239 470-8355
Security 24 hours

Primary Emergency Contact

Name: Becky Thompson, Property Mgr

Home Phone: 511-1415 Pager: - Cellular Phone: 470-8349

1st Emergency Contact

Name: CYNTHIA PRENTICE, OFFICE Mgr./Marketing

Home Phone: 567-2445 Pager: - Cellular Phone: 470-8357

2nd Emergency Contact

Name: Jean Antoine, Maintenance Supervisor

Home Phone: 941 255-1443 Pager: - Cellular Phone: 940-4305
(Fort Charlotte)

The above information is correct as of 8/7/02

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**