

## **COOPERATIVE AGREEMENT TO INCREASE THE ENHANCED HURRICANE PROTECTION AREA CAPACITY OF THE NEW RIVERVIEW HIGH SCHOOL**

This agreement (“Agreement”) is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between The School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida, (“School Board”) and Sarasota County, a political subdivision of the State of Florida (“County”).

### **WITNESSETH:**

**WHEREAS**, the County has a continuing need for additional Enhanced Hurricane Protection Area (EHPA) sheltering space; and

**WHEREAS**, the School Board has agreed to design the new Riverview High School to accommodate the County’s needs for emergency shelter space; and

**WHEREAS**, the parties wish to collaborate on the construction, maintenance and use of the newly constructed Riverview High School to meet the expanded requirements for EHPA, allowing for an increased capacity of general population sheltering,

**NOW, THEREFORE**, in consideration of the premises and the covenants herein contained, the School Board and County do mutually covenant and agree as follows:

1. The School Board will include in the design and construction of Riverview High School (RHS) the following items which are in addition to any applicable building requirements of the Florida Building Code 2004:
  - a. Provision for full kitchen operation on generator during a sheltering event with the ability to provide hot meals.
  - b. Increasing the ventilation capacity from 1 CFM/sq. ft. to 2 CFM/sq. ft.
2. The School Board will use its customary procurement and contracting policies in the implementation of this project.
3. The School Board will agree to allow the use of RHS as a general population shelter in the event of natural or other disasters.
4. The School Board agrees to reasonable access of County Emergency Management staff to the facilities during times of natural or other disasters necessitating activation of the sheltering process.
5. The County will perform the following actions:
  - a. Provide financial resources, to the extent set forth below, to the School Board to ensure the completion of the project.
  - b. Utilize only the following areas of RHS for sheltering: dining area, classrooms, gymnasium, locker rooms, music building and administrative guidance suite.

6. Funding for this Agreement will be provided as follows:
  - a. The County will appropriate funds not to exceed \$400,000, as defined below.
  - b. Within ten (10) days of the execution of this Agreement, the School Board will provide documentation of the procurement process used to procure the Project design and design costs associated with the EHPA upgrades, as well as provide construction plans and construction cost estimates for the Project to the County. Within ten (10) days of receipt of the plans and cost estimates, the County will review and respond. Within ten (10) days following review and acceptance of the plans and estimates, the County will remit to the School Board the total cost of the project as identified by the estimates.
  - c. Upon completion of the construction project in its entirety, the School Board will provide all construction invoices to the County for reimbursement as appropriate.
  - d. The School Board will submit receipts and invoices relating solely to the purpose of upgrading EHPA capacity, to include all improvements necessary for project completion, as described in paragraphs 1(a) and through (b) so that RHS may be used for a general population shelter.
  - e. The County shall have the right to conduct a post-audit of all expenditures under this Agreement, and the School Board agrees to provide access to its records for this purpose as reasonably necessary.
  - f. The County and School Board will collaborate on issues of maintenance and utilization of the expanded emergency electrical equipment during actual emergency and testing situations.
7. This Agreement shall be deemed effective as of January 1, 2009.
8. To the extent permitted by law, the County shall indemnify and hold harmless the School Board from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney's fees arising or growing out of its use of the facility. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of either the County or School Board or to affect, limit or reduce the protection afforded either governmental entity under the provisions of Florida law. Notwithstanding the preceding, the County shall not be liable for the negligent acts or omissions of the School Board.
9. The County and School Board agree that the design specifications for the expanded electrical capacity must be acceptable to all appropriate governmental entities having jurisdiction, including the County and School Board.
10. The County and School Board agree that the actual design and construction of the expanded EHPA capacity shall be under the supervision, direction, and inspection of the School Board.
11. Any and all notices required or desired to be given pursuant to the terms of this Agreement shall be in writing and delivered as follows:

County:  
Anne Miller  
Sarasota County Administration  
Building  
1660 Ringling Boulevard  
Sarasota, Florida 34236

School Board:  
Deborrah Metheny  
The School Board of Sarasota  
County, Florida  
1960 Landings Boulevard  
Sarasota, Florida 34231

12. This Agreement represents the entire agreement between the parties and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing and duly executed by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Cooperative Agreement to be executed by the representative undersigned duly authorized officials as the date and year first above written.

**THE SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Caroline Zucker, Chair

Approved for Legal Content  
March 18, 2009, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_\_ASH\_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jon Thaxton, Chair

ATTEST: \_\_\_\_\_  
Karen E. Rushing  
Clerk of the Circuit Court  
Ane Ex Officio Clerk of the  
Board of County Commissioners  
Of Sarasota County, Florida

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

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
COUNTY ATTORNEY