

**COOPERATIVE AGREEMENT TO PROVIDE ENHANCED HURRICANE PROTECTION AREA (EHPA) CAPACITY AT ELEMENTARY SCHOOL “T”**

This agreement (“Agreement”) is made and entered into 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, Florida, a political subdivision of the State of Florida (“County”).

**WITNESSETH:**

**WHEREAS**, the population growth experienced by the County has resulted in the need for additional hurricane shelters built to the specifications of an Enhanced Hurricane Protection Area (EHPA) capable of sheltering large numbers of residents; and

**WHEREAS**, the School Board is in the process of designing and constructing Elementary School “T” in the City of North Port (the "Project"), which will have the capacity of sheltering approximately 3500 residents; and

**WHEREAS**, the County desires that the School Board upgrade the construction of the Project to EHPA standards so as to withstand a wind load of 180 mph, to increase electrical capacity and add switchgear installation to accommodate an appropriately sized generator if needed, and to increase the EHPA designation to 100% less the Media Center, Labs, and Administration.

**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 the following specifications in the design and construction of the Project, which are in addition to any applicable building requirements of the Florida Building Code 2004:
  - a. Upgrade the design wind load from 130 mph to 180 mph as follows:
    - (1) Increase concrete thickness and reinforcement of the concrete tilt wall panels.
    - (2) Upgrade roofing system, exterior doors, frames, hardware and windows to 180 mph wind loading and impact rating.
    - (3) Add tie-downs and enclosures for rooftop equipment on entire structure.
    - (4) Provide additional power, lighting, circuits and panels tied into the emergency power system, based upon life safety requirements and ventilation requirements established by the EHPA standards, and increasing the EHPA designation to 100% less the Media Center, Labs, and Administration.

- (5) Install a manual transfer switch available for a mobile, temporary emergency generator in the main electrical room.
  - b. Provide any other design and construction services necessary to increase the wind load from 130 mph to 180 mph and enhance the emergency electrical capacity of the school.
2. The School Board will use its customary procurement and contracting policies in contracting for the services necessary to design and construct the Project.
3. The School Board will allow the use of Elementary School "I" 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 parties agree to collaborate on the design and construction of the Project in order to meet the expanded requirements for an EHPA shelter that will allow increased capacity and safety for sheltering the general population.
6. The County shall do the following:
  - a. Utilize only EHPA designated areas of Elementary School "I" for sheltering (all areas usable except for Media Center, Labs, and Administration).
  - b. Provide funding for the EHPA upgrades in an amount not to exceed \$600,000 (the "County Contribution"), as follows:

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.

7. The School Board will use the funds provided by the County solely for the design and construction of the EHPA upgrades to Elementary School "I" for purposes of providing enhanced public hurricane and disaster shelter space.
8. Upon completion of Project construction, the School Board will provide the County with an accounting of design, construction, and related project management costs related to the EHPA upgrades, and within 60 days of the completion of the construction, the School Board shall reimburse the County for any difference between the actual cost of design and construction of the EHPA upgrades and the amount of the County Contribution.
9. The County shall have the right to conduct a post-audit of all expenditures related to the design and construction of the Project and the School Board agrees to provide access to its records for this purpose.
10. To the extent permitted by law, each party shall indemnify and hold harmless the other 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 Elementary School "I". 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 neither party shall be liable for the negligent acts or omissions of the other.
11. The County and School Board agree that the actual design and construction of the EHPA upgrades shall be under the supervision, direction, and inspection of the School Board, subject to approval by the County.
12. 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
--	--
13. This Agreement represents the entire agreement between the parties on this subject and no prior or subsequent oral agreements on this subject 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.

**ATTEST:**

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

\_\_\_\_\_  
Clerk

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

**ATTEST:**

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

**KAREN E. RUSHING**, Clerk of  
Circuit Court and Ex-Officio Clerk of  
the Board of County Commissioners of  
Sarasota County, Florida

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

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

Approved as to form and correctness:

By: \_\_\_\_\_  
County Attorney