

**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 \_\_\_\_\_, 2008 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 responsibility to provide a safe environment for the general population during times of natural or other disasters; and

**WHEREAS**, the County has experienced population growth and has need for more Enhanced Hurricane Protection Area (EHPA) sheltering space; and

**WHEREAS**, the needs of approximately 2600 residents to be sheltered at Riverview High School include expanded electrical, water and sewer capacity; and

**WHEREAS**, the housing requirements for sheltering large numbers of residents exceed the resources of the County; and

**WHEREAS**, the School Board is in the process of constructing a new Riverview High School; and

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

**WHEREAS**, the parties wish to continue to collaborate on the construction, maintenance and use of Riverview High School for meeting expanded requirements for EHPA that will allow increased capacity for 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. Extension of the sheltering capacity from 8 hours to 24 hours by expanding the portable water system.
  - c. Extension of the sheltering capacity from 8 hours to 24 hours by expanding the sanitary sewer system.
  - d. 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, first floor 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. The School Board will provide construction plans and invoices for the design and construction work to the County within ten (10) days for County review. The County will respond within ten (10) days thereafter. Following review and approval of the construction plans and invoice(s), within ten (10) days the County will remit \$400,000 to commence construction work.
  - c. Upon completion of the project, the School Board will provide all construction invoices to the County and provide any reimbursement to the County as appropriate.
  - d. The School Board will use the funds provided hereunder solely for the purpose of upgrading EHPA capacity, to include all improvements necessary for project completion, as described in paragraphs 1(a) through (d) so that RHS may be used for a general population shelter.
  - e. The School Board will provide the County with an accounting of the funds at the conclusion of the project and will return within 60 days of the completion of all work, any portion of the \$400,000 transferred by the County which has not been spent for the aforementioned purpose. The County shall have the right to conduct a post-audit of all expenditures of the funds paid 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.
- 6. This Agreement shall be deemed effective as of March 1, 2008.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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
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- 11. 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: \_\_\_\_\_  
Dr. Kathy Kleinlein, Chair

Approved for Legal Content  
February 20, 2008, 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: \_\_\_\_\_  
Shannon Staub, 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