

**FACILITY USE AGREEMENT BETWEEN CHARLOTTE COUNTY
AND BABCOCK NEIGHBORHOOD SCHOOL, INC.**

THIS FACILITY USE AGREEMENT (hereinafter the "Agreement") is made and entered as of the Effective Date (defined herein) by and between Charlotte County, a political subdivision of the State of Florida ("County"), with an address of 18500 Murdock Circle, Port Charlotte, Florida 33948, and Babcock Neighborhood School, Inc., a Florida not for profit corporation ("Babcock School"), with an address of 43301 Cypress Parkway, Babcock Ranch, Florida 33982. The County and Babcock School are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the purpose of this Agreement is to establish a relationship between the County and Babcock School for the use of certain Babcock School property, buildings and facilities (as further described herein) as a hurricane shelter in the event of emergencies; and

WHEREAS, Babcock School is a public school pursuant to Section 1002.33(1), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Charlotte County, Florida may declare a state of local emergency during the 2026 Atlantic Hurricane Season, which commences on June 1, 2026, and officially ends on November 30, 2026, though the parties acknowledge that catastrophic hurricanes may occur before or after 2026 Atlantic Hurricane Season; and

WHEREAS, substantial benefit to the public will result in the cooperation of the parties in the use of certain portion of Babcock School property, buildings and facilities located at 43301 and 43261 Cypress Parkway, Babcock Ranch, FL 33982 (collectively, and as depicted in Exhibit A attached hereto, the "Facilities"), for emergency purposes; and

WHEREAS, Section 252.38, Florida Statutes, authorizes counties to enter into contracts as necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Babcock School, voluntarily and without compensation other than payment or reimbursement of costs and expenses as provided herein, agrees to allow the County to use portions of the Facilities for emergency purposes in accordance with Chapter 252, Florida Statutes.

NOW, THEREFORE, in consideration of the premises, mutual covenants, and other good and valuable consideration, the receipt of which is hereby acknowledged by both parties, the County and Babcock School agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Babcock School Facilities.** The Babcock School Facilities include, among other things, two primary educational facilities, known as the “High School Building” and the “Elementary Building,” each of which is identified with more particularity on Exhibit A.

3. **Emergency Use of Facilities.** Subject to the terms and conditions of this Agreement and all applicable laws and regulations, including, without limitation, Chapter 252, Florida Statutes, Babcock School agrees that, in the event that (i) a state of emergency is declared by either the Governor of the State of Florida or the Charlotte County Board of County Commissioners affecting Charlotte County, Florida; (ii) a named tropical storm or hurricane makes landfall over the State of Florida and impacts Charlotte County, Florida; (iii) the Florida Department of Health opens emergency hurricane shelters in Charlotte County, Florida; or (iv) the Parties otherwise agree; the County may open an emergency public shelter in the following portions of the Facilities, in order of priority, or as otherwise agreed by the Parties:

Elementary Building (Primary Space):

Cafeteria;
Art room;
STEM room;
First-floor space for housing pets (as designated by Babcock School); and
Hallways.

High School Building (Secondary Space):

Atrium;
Hallways; and
Science classroom.

The Parties acknowledge and agree that the Elementary Building shall be the primary space used by the County for the purposes of operating an emergency public shelter, and that the High School shall be used by the County for such purposes only as needed to accommodate overflow or capacity limitations at the Elementary Building. Notwithstanding the foregoing or anything to the contrary herein, the County may use additional space on or about the Facilities, regardless of whether such space is enumerated above, as reasonably necessary to support the operation of an emergency public shelter, subject to Babcock School’s prior consent, which may not be unreasonably withheld.

For the duration of the emergency, as declared by the applicable governmental authority, or as otherwise agreed by the Parties, the County may use the above-described and/or other approved portions of the Facilities, subject to the preceding paragraph, to provide shelter and assistance to those evacuated or otherwise in need of shelter in and around Charlotte County, Florida, and their pets, consisting only of dogs and cats. Any pets occupying the Facilities during an emergency under this Agreement shall be sheltered only in the space designated by Babcock School for such use, provided that Babcock School acknowledges and agrees that it must designate reasonably appropriate space for such use. For avoidance of doubt, the term “pets” does not include service animals, which are permitted anywhere within the Facilities in accordance with state law.

4. **Facility Inspections.** The Parties acknowledge and agree that the Facilities shall be subject to joint inspections conducted by at least one (1) County representative and one (1) Babcock School representative for the purposes of assessing the Facilities' condition, capacity, and suitability for the purposes provided herein, as well as to identify any spaces to be used by the County in connection with the operation of an emergency shelter therein in accordance with the preceding Section 3 (each an "Inspection"). At least one (1) annual Inspection shall occur on or before July 31, 2026 (and, in the event the Term is renewed or otherwise extended in accordance with Section 10 hereof, on or before July 31st of each subsequent renewal period), regardless of whether the County then expects to utilize the Facilities or any portion thereof for the operation of an emergency public shelter. The Parties acknowledge and agree further that, in addition to the annual Inspection, an Inspection shall occur both (i) immediately prior to or as soon as reasonably practicable at the outset of any County use of the Facilities in accordance with this Agreement; and (ii) as soon as reasonably practicable following each such use. Notwithstanding the foregoing, in the event the Facilities are required for the operation of an emergency public shelter prior to July 31, 2026 (or, in the event the Term is renewed or otherwise extended in accordance with Section 10 hereof, prior to July 31st of each subsequent renewal period), the requirement for an annual Inspection shall be waived. The Parties expressly agree to reasonably cooperate as necessary to coordinate such Inspections, and to exercise reasonable diligence in assessing and documenting the condition of the Facilities and Babcock School's furniture, fixtures, equipment, and other personal property therein (collectively, "School FF&E") during each such Inspection. Each Party shall be responsible for its own costs and expenses incurred in connection with any Inspection conducted in accordance with this Section.

5. **County Use Obligations.** County shall use reasonable care and shall be solely responsible for the following costs incurred as a result of County's use of the Facilities:

- a. County will be responsible for preparation and clean-up, and the costs therefore, of the Facilities.
- b. The County, as the public agency under state and federal law, will be responsible for the cost of any damage to the Facilities or adjacent property or any School FF&E located on or about the Facilities during the time of the County's use of the Facility, subject to the procedure set forth in Section 6 hereof. This Agreement shall not be construed to benefit third parties. This paragraph shall not waive the protections of sovereign immunity, the provisions of Section 768.28, Florida Statutes, or any other similar provisions of law.
- c. The County shall furnish and supply all expendable supplies and materials necessary for its use of the Facilities or, upon the prior consent of Babcock School, utilize Babcock School's expendable supplies and materials and reimburse Babcock School for the same without demand by Babcock School.
- d. The County shall provide and pay for the cost of sufficient and competent supervision connected with its use of the Facilities.

- e. The County shall provide and pay for appropriate security during its use of the Facilities.
- f. The County shall reimburse Babcock School for any costs incurred as a direct result of the County's use of the Facilities, including, without limitation, the cost of providing or assigning Babcock School staff to duties required by the County's use of the Facilities, subject to the procedure set forth in Section 6 hereof. Notwithstanding the foregoing, Babcock School shall not be obligated to provide or assign any of its own staff to the Facilities during the County's use thereof under this Agreement.

6. **Expense Reimbursement.** Babcock School acknowledges and agrees that, as a condition to receiving reimbursement under Section 5(b) and 5(f) hereof, it shall provide a written statement of such reimbursable expenses incurred by Babcock School and/or any physical damage to the Facilities or School FF&E as a direct result of the County's use thereof to the County within thirty (30) days following the post-use Inspection performed in accordance with Section 4 hereof, provided that any such statement may thereafter be supplemented by Babcock School promptly upon the discovery of any additional damages. Each such written statement shall be accompanied by supporting documentation, which may include, without limitation, invoices, payroll records, photographs or videos of physical damage, and quotes or estimates for related repairs. Notwithstanding the foregoing, Babcock School acknowledges and agrees further that, in the event the County reasonably disputes any claim for reimbursement related to physical damage to the Facilities or any School FF&E, such claim shall be subject to verification by comparison to documentation created during the pre-use Inspection performed in accordance with Section 4 hereof.

7. **Funding Cooperation.** The County is authorized and empowered to seek any and all opportunities for reimbursement of any and all costs associated with the use of the Facility. To the extent that Babcock School is eligible to request reimbursement for its costs under any program, County agrees to cooperate with applications regarding such requests for reimbursement. Likewise, Babcock School agrees to cooperate with County in any and all applications for reimbursement of costs. Each party shall be responsible for its own records and costs of applying for reimbursement.

8. **No Warranty.** Babcock School does not warrant or represent that the Facilities are safe or suitable for the purpose(s) for which they are used by the County pursuant to this Agreement.

9. **Notice of Use.** County will notify Babcock School of its need for shelter use as soon as practicable, but no later than 24 hours before use of the Facility is required. Notice under this paragraph may be provided by telephone, email or other methods of communication, but notice must be confirmed by a writing delivered to Babcock School as soon as the County can do so.

10. **Term.** The term of this Agreement shall begin on June 1, 2026 (the "Effective Date") and continue through May 31, 2027 (the "Term"). The Term may be renewed or otherwise extended upon the mutual agreement of the Parties.

11. **Party Designees.** For purposes of administering the day-to-day operations and implementation of this Agreement, the representative for the County shall be the County Emergency Management Director, or designee, and the representative for Babcock School shall be Shannon Treece, Executive Director.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered a duplicate original and all of which taken together shall constitute one and the same document.

13. **Notice.** If either Party desires or is required to provide notice to the other Party, with the exception of the notice provisions contained in paragraph 7, the Party desiring or required to provide such notice shall provide it in writing, by hand delivery or first-class United States mail, postage prepaid, to the other Party at the addresses listed below:

If to County: Charlotte County
County Administration
18500 Murdock Circle
Port Charlotte, FL 33948

With copies to: Charlotte County
Department of Emergency Management
26571 Airport Road
Punta Gorda, FL 33982

If to Babcock School: Babcock Neighborhood School, Inc.
Attention: Shannon Treece, Executive Director
43301 Cypress Parkway
Babcock Ranch, FL 33982

14. **Merger.** This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the Parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

15. **Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

16. **Severability.** If any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

17. **Choice of Law; Venue.** This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any

alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Charlotte County, Florida.

18. **Authority.** The signatories below represent that each is authorized to enter into this Agreement and to bind each party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year below.

ATTEST:

Roger D. Eaton,
Clerk of the Circuit Court and
Ex-Officio Clerk to the Board
of County Commissioners

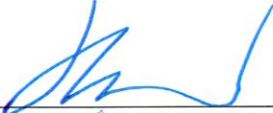

By: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA**

By: _____
Joseph M. Tiseo, Chairman

Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: 
Thomas M. David, County Attorney
LR26-0230 

**BABCOCK SCHOOL:
BABCOCK NEIGHBORHOOD SCHOOL, INC.**

By: 
Robert Kenny (Apr 21, 2026 13:51:18 EDT)

Name: Robert Kenny

Title: President

Date: 04/21/2026

EXHIBIT A
FACILITIES

