

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

THIS FACILITY USE AGREEMENT (hereinafter the "Agreement") is made and entered into effective as of the 24th day of June, 2025, by and between Charlotte County, a political subdivision of the State of Florida ("County"), 18500 Murdock Circle, Port Charlotte, Florida 33948, and Babcock Neighborhood School, Inc., 43301 Cypress Parkway, Babcock Ranch, Florida 33982 ("Babcock School").

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 below) on an emergency basis as a hurricane shelter; 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 2025 Atlantic Hurricane Season, which commences on June 1 and ends on November 30, though the parties acknowledge that catastrophic hurricanes may occur after the end date (the 2025 Atlantic Hurricane Season, broadly defined, shall be known for purposes of this Agreement as the "Season"); and

WHEREAS, substantial benefit to the public will result in the cooperation of the parties in the use of Babcock School property, buildings and 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 Babcock School property, buildings and 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. Subject to the terms and conditions of this Agreement, Babcock School agrees that County may open an emergency public shelter in a portion of its facilities, consisting of the cafeteria, art room, STEM room and hallways within the Elementary Building and the atrium and hallways, along with the science classroom (to be used for pets) in the High School Building. The second floor of the High School Building will be made available to Charlotte County emergency personnel. The Elementary Building and High School Building are all located at:

Babcock Neighborhood School
43301 and 43261 Cypress Parkway
Babcock Ranch, FL 33982

(collectively the "Facility") to provide shelter and assistance to those evacuated and their pets, consisting only of dogs and cats, pursuant to County Emergency Orders.

2. County shall use reasonable care and shall be responsible for the following costs incurred as a result of County's use of the Facility.

- (a) County will be responsible for preparation and clean-up, and the costs therefore, of the Facility.
- (b) The County, as the public agency under state and federal law, will be responsible for the cost of any damage incurred at the time of the use of the Facility or to property adjacent to the Facility. 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 Facility.
- (d) The County shall provide and pay for the cost of competent supervision connected with its use of the Facility.
- (e) The County shall provide and pay for any additional Babcock School staff required by the County's use of the Facility.
- (f) The County shall pay for any additional security costs associated with the use and occupancy of the Facility.
- (g) 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.

3. Babcock School does not warrant or represent that the Facility is safe or suitable for the purpose(s) for which they are used by the County pursuant to this Agreement.

4. 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.

5. The term of this Agreement shall begin on June 1, 2025, and continue through the end of the Season.

6. 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.

7. 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.

8. If either party desires or is required to provide notice to the other party, with the exception of the notice provisions contained in paragraph 4, 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 Emergency Management Department
Attention: Director
18500 Murdock Circle
Port Charlotte, FL 33948

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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

COUNTY:
BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Joseph M. Tiseo, Chairman

Date: June 24, 2025

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR25-0612 

BABCOCK SCHOOL:
BABCOCK NEIGHBORHOOD SCHOOL, INC.

By:  _____
Jennifer Languell, Board Vice-President

Date: 06/10/2025