

**JOINT USE AGREEMENT BETWEEN**  
**DESOTO COUNTY**  
**AND**  
**HOPE DESOTO LONG TERM RECOVERY GROUP, INC**

**THIS JOINT USE AGREEMENT** (hereinafter referred to as the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2025, by and between **DESOTO COUNTY**, a political subdivision of the State of Florida (hereinafter “County”) and **HOPE DESOTO LONG TERM RECOVERY GROUP, INC.**, a Florida not-for-profit corporation, whose FEIN is 92-3427084 (hereinafter “Hope DeSoto”). Collectively, Hope DeSoto and the County shall be referred to as “Parties” or individually as a “Party.”

**RECITALS**

**WHEREAS**, Hope DeSoto applied for and received a grant award from the Suncoast Disaster Recovery Fund through Community Foundation of Sarasota County (the “Original Grantor”) for the purposes of supporting unmet needs for survivors of Hurricane Ian and to construct a storage building to house supplies for Hurricane Ian home repair projects (Grant Reference No. 20251825); and

**WHEREAS**, there exists a particular need in DeSoto County for a storage building specifically used for the storage of disaster recovery and resilience equipment, materials, and tools in DeSoto County, not limited to Hurricane Ian, but also for other past and anticipated future storm events; and

**WHEREAS**, pursuant to a Subrecipient Agreement between the Parties effective \_\_\_\_\_, 2025 (the “Subrecipient Agreement”), Hope DeSoto agreed to provide a portion of the aforementioned grant funds to the County to pay a portion of the costs for the County to construct a storage building (approximately +/- 2,000 sq. feet), to be located on County property, for the purpose of storing disaster recovery and resilience equipment, materials, and tools (the “Storage Building”); and

**WHEREAS**, pursuant to the Subrecipient Agreement, the Parties agreed to enter into this separate joint use agreement providing for the construction and shared use of the Storage Building, and setting forth the rights, responsibilities, and obligations of each Party related to same; and

**WHEREAS**, the County is the owner of lands that is the current site of the Turner Agri-Civic Center and Emergency Operations Center located generally near NE Roan Street and N 17<sup>th</sup> Avenue, as more particularly described in Exhibit “A”, attached hereto and made a part hereof, which has land available for the construction of the Storage Building (“Future Storage Building Parcel”); and

**WHEREAS**, the County has agreed to grant Hope DeSoto a nonexclusive right to access and use the Storage Building for the purpose of storing disaster recovery and resilience equipment, materials, and tools for DeSoto County residents subject to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants set forth herein, the parties agree as follows:

**SECTION 1. RECITALS.**

The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.

**SECTION 2. DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

- 2.1. Agreement. This Agreement, together with all Exhibits, amendments and modifications hereto.
- 2.2. Board. The Board of County Commissioners of DeSoto County, Florida.
- 2.3. Business Day. Monday through Friday, exclusive of legal holidays and weekend days, or any days when the DeSoto County government offices are closed.
- 2.4. Business Hours. On Business Days from 8:00 AM to 5:00 PM.
- 2.5. Completion Date. The date on which a final certificate of occupancy or completion is issued for the Storage Building by the DeSoto County Building Department.
- 2.6. County. DeSoto County, a political subdivision of the State of Florida.
- 2.7. County Administrator. The County Administrator of DeSoto County, Florida or designee.
- 2.8. Effective Date. The date that this Agreement is signed by the last to sign of the two parties to this Agreement.
- 2.9. Future Storage Building Parcel. The parcel of land where the Storage Building is scheduled to be constructed and more particularly described in Exhibit "A" attached to this Agreement.
- 2.10. Hope DeSoto. Hope DeSoto Long Term Recovery Group, Inc.
- 2.11. Hope DeSoto Administrator. The individual identified in this Agreement to act on Hope DeSoto's behalf in relation to the rights, obligations, and responsibilities set forth herein.
- 2.12. Hope DeSoto Users. Employees, contractors and authorized volunteers of Hope DeSoto.
- 2.13. Parking Facilities. The parking lot located at the Turner Agri-Civic Center, 2250 NE Roan St, Arcadia, FL 34266

### **SECTION 3. TERM.**

The term of this Agreement shall begin on the Effective Date, and shall remain in effect until May 1, 2035 unless terminated earlier in accordance with Section 15. Thereafter, the parties may, by mutual written agreement, extend the term.

### **SECTION 4. CONSTRUCTION OF IMPROVEMENTS.**

The design and construction of the Storage Building shall be in accordance with the Subrecipient Agreement.

## **SECTION 5. USE OF STORAGE BUILDING.**

Upon the Completion Date of the Storage Building, Hope DeSoto is authorized to utilize the Storage Building in accordance with the terms and conditions set forth herein. Prior to such time, Hope DeSoto is prohibited from entering the Storage Building.

Upon the Completion Date, the Storage Building shall be used only by Hope DeSoto Users for the sole purpose of Storing supplies for disaster related home repair projects, as well as disaster recovery and resilience equipment, materials, and tools specifically for County residents, which include, but are not limited to:

- A. Construction materials, including but not limited to plywood, drywall, metal posts, concrete, and timber or like materials;
- B. Disaster relief items; and
- C. Disaster recovery equipment, including but not limited to tools, pumps, fans, and dehumidifiers.

Flammable, combustible, hazardous, and/or noxious materials are strictly prohibited in the Storage Building unless otherwise approved in writing by the County Administer in consultation with the Public Safety Department who shall confirm that storage of said item(s) is authorized by applicable Fire Code.

Use of, and access to, the Storage Building by Hope DeSoto Users is authorized when engaged in those activities in furtherance of the use(s) set forth in Section (5), above.

Hope DeSoto is authorized to coordinate with other hurricane disaster relief organizations for use and storage of items in the Storage Building as set forth herein. Notwithstanding the foregoing, under no circumstance shall the use of the Storage Building be for the storage of materials or items for individuals who are not County residents.

The Storage Building shall not be used for any other business or other purpose without the prior written consent of the County. Hope DeSoto shall not commit or allow to be committed any waste upon the Storage Building or County Property, or any public or private nuisance.

Use by Hope DeSoto of the Storage Building does not entitle Hope DeSoto, Hope DeSoto Users, or any of Hope DeSoto's agents, to access or use other areas of County Property, except for expressly provided herein.

## **SECTION 6. DAYS AND TIMES OF USE; ACCESS.**

Hope DeSoto's use of the Storage Building shall be limited to Business Days on Business Hours, as defined herein. Access to the Storage Building on days and times not specifically provided for herein shall be solely through the coordination and consent of the Turner Center Director, with a minimum of 24 hours advance notice.

Access to the Storage Building by Hope DeSoto Users shall be by a physical key, which shall not be reproduced by Hope DeSoto without the prior written consent of the County. The County shall maintain a copy of the access key and the locks to the Storage Building cannot be modified or replaced without prior County approval.

## **SECTION 7. PARKING.**

Hope DeSoto Users shall have access to the Parking Facilities at no charge during such time items are being placed into, or removed, from the Storage Building during the days and times set forth in Section (6). Overnight parking is strictly prohibited.

Hope DeSoto acknowledges and understands that parking in the Parking Facilities may be limited based upon events held at the Turner Agri-Civic Center. During such times and events the County does not guarantee that parking will be available.

## **SECTION 8. FEES PROHIBITED.**

Hope DeSoto is strictly prohibited from charging or imposing any rent, fees, commissions, or costs to any individuals or third parties in connection with Hope DeSoto's use of the Storage Building.

## **SECTION 9. MAINTENANCE AND REPAIR RESPONSIBILITIES**

The County shall be responsible for the maintenance of the Storage Building and adjacent County-owned property, including regular upkeep, and routine maintenance activities.

## **SECTION 10. ADDITION OR MODIFICATION TO EXISTING FACILITIES**

Hope DeSoto shall not make any improvements, alterations, modifications or additions to the premises, or any part or parts thereof, cosmetic or otherwise, without the written consent of the County.

## **SECTION 11. SECURITY**

Hope DeSoto acknowledges that the County does not provide security services or any other form of security for the Storage Building and is not responsible for any loss of property due to theft, vandalism, or any other cause. Hope DeSoto assumes all risks associated with the security of the Storage Building and shall not hold the County liable for any damages or losses.

## **SECTION 12. INSURANCE**

Hope DeSoto shall, at its sole cost and expense, during the entire term of this Agreement, procure and maintain the following minimum insurance coverage to protect the County against all loss, claims, damage and liabilities caused by Hope DeSoto, its employees, volunteers, contractors or agents, as indicated below:

- A. Comprehensive General liability insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, and One Million Dollars (\$1,000,000) in the aggregate, with the following coverage details.
  1. Premises and Operation
  2. Broad Form Property Damages
  3. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
  4. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
  5. Waiver of Subrogation on behalf of the County.
  6. Desoto County as a named as Additional Insured.

7. Coverage to be provided on a Non-contributory and Primary format.
- B. Worker's Compensation and employer's liability coverage, as required pursuant to Florida law and Waiver of Subrogation on behalf of DeSoto County.
  - C. Primary Automobile Liability with a minimum limit of Liability of \$1,000,000 with the following coverage details:
    1. Owned Vehicles.
    2. Hired and Non-Owned Vehicles.
    3. Employers Non-Ownership
    4. Waiver of Subrogation on Behalf of the County.
    5. DeSoto County named as Additional Insured.
    6. Coverage to be provided on a Non-contributory and Primary format.

Insurance required of Hope DeSoto shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County. Such insurance shall not diminish Hope DeSoto's indemnification and obligations hereunder. All insurance policies and certificates of insurance may not be canceled or altered without thirty (30) days prior written notice to the County.

### **SECTION 13. DAMAGE OR DESTRUCTION OF STORAGE BUILDING**

In the event the Storage Building and any of its contents is destroyed by force majeure event, which shall include an act of God, act of the public enemy, war, public riot, lightning, fire, flood, vandalism, or explosion, through no fault of the County, the County shall have no obligation to rebuild or replace the Storage Building, nor compensate Hope DeSoto for the items being stored therein.

### **SECTION 14. INDEMNIFICATION.**

To the fullest extent permitted by law, Hope DeSoto shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom) arising out of or resulting from this Agreement. It is specifically agreed by and between the Parties that, in accordance with section 768.28 Florida Statutes, neither Party waives any defense of sovereign immunity.

### **SECTION 15. DEFAULT; TERMINATION.**

A. Termination for Cause. Either Party may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by the other Party in this Agreement, shall at any time be false or misleading in any respect, or in the event of the failure of the non-breaching Party to comply with the terms and conditions of this Agreement.

Prior to termination, the non-breaching Party shall provide fifteen (15) days' written notice of its intent to terminate and shall provide the breaching Party an opportunity to consult with the non-breaching Party regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with twenty (20) days written notice.

C. Termination due to Unavailability of Funds. In the event funding by the County contemplated to cover the remaining costs of the Storage Building's construction as set forth in the Subrecipient Agreement is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to Hope DeSoto and any unspent grant funds will be reimbursed by the County to Hope DeSoto.

D. Effect of Termination. Except as otherwise provided for in this Agreement, grant funds expended pursuant to the Subrecipient Agreement by the County prior to termination of this Agreement shall not be reimbursable to Hope DeSoto.

E. Dissolution of Hope DeSoto. This Agreement shall automatically terminate on the date on which Hope DeSoto ceases to conduct its business, including, but not limited to, through dissolution, bankruptcy, receivership, or deemed inactive pursuant to the Florida Division of Corporations.

#### **SECTION 16. NOTICE.**

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified herein. This Section shall not preclude routine communication by the Parties by other means.

Hope DeSoto  
Jennifer Bowser  
Board Chair  
P.O. Box 2780 Arcadia, FL 34265  
863-202-9795  
ed@habitatdesoto.org

County  
County Administrator  
201 E Oak Street, Suite 201  
Arcadia, FL 34266  
[863-993-4800](tel:863-993-4800)  
m.hines@desotobocc.com

**SECTION 17. PUBLIC RECORDS.** Hope DeSoto shall be required to comply with the following requirements under Florida's Public Records Law:

A. Hope DeSoto shall keep and maintain public records required by the County to perform the service.

B. Upon request from the County, Hope DeSoto shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Hope DeSoto shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Hope DeSoto does not transfer the records to the County.

D. Hope DeSoto shall, upon completion of the contract, transfer, at no cost, to the County all public records in possession of Hope DeSoto or keep and maintain public records required by the County to perform the service. If Hope DeSoto transfers all public records to the County upon completion of the contract, Hope DeSoto shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Hope DeSoto keeps and maintains public records upon completion of the contract, Hope DeSoto shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Hope DeSoto to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

**IF HOPE DESOTO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOPE DESOTO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBACC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.**

**SECTION 18. AMENDMENTS.**

No modification or amendment of this Agreement will be of any force or effect unless in writing and executed by all of the Parties to this Agreement.

**SECTION 19. GOVERNING LAW AND REMEDIES.**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in DeSoto County, Florida, and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, all to the extent permitted by applicable Florida law.

## **SECTION 20. INDEPENDENT CONTRACTOR RELATIONSHIP.**

By virtue of this Agreement, neither party to this Agreement shall be considered the employee, agent, or servant of the other. All persons engaged in any of the program work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Hope DeSoto's sole direction, supervision, and control. Hope DeSoto shall exercise control over the means and manner in which its employees, volunteers, and agents utilize the Storage Building. Neither party shall have the power or authority to bind the other in any promise, agreement or representation.

Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties or any affiliate thereof, or to provide any party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other party.

## **SECTION 21. MISCELLANEOUS.**

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Waiver. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

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[SIGNATURE PAGE TO FOLLOW]



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**HOPE DESOTO LONG TERM  
RECOVERY GROUP, INC**

**DESOTO COUNTY, FLORIDA**

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

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

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

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Approved as to form  
and legal sufficiency on behalf of the  
County:

\_\_\_\_\_  
Valerie Vicente, County Attorney

Exhibit A

