

**JOINT PROJECT AGREEMENT**  
Venice Avenue Bascule Bridge Maintenance

This Joint Project Agreement (JPA) to provide funding for the cleaning and coating of the Venice Avenue Bascule Bridge (#170054) is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Venice, Florida, a municipal corporation, hereinafter referred to as "City".

**WITNESSETH**

**WHEREAS**, the Venice Avenue Bascule Bridge, which is owned by the County, is in need of cleaning and a new coating to protect it from exposure to the elements and to extend its useful life, hereinafter known as the "Project"; and

**WHEREAS**, the County has obtained a quote for the performance of the Project from its contractor for Movable Bridge Operation, Maintenance and Tender Services; and

**WHEREAS**, the City is willing to pay half of the cost of the Project; and

**WHEREAS**, City and County have determined that it will be in the best interest of the public and the economic advantage of both parties to enter this JPA for the performance of the Project; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Upon completion of the Project, the County shall submit an invoice to the City for 50% of the total cost. The total cost is estimated to be \$197,991.86, however, this amount may be adjusted depending upon the final determination of the square footage of the bridge structure being treated. The Project Schedule is estimated to be 60 days.
3. The City shall make payment to the County in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S. after receiving the reimbursement request from the County.
4. All services and work performed by the County's contractor shall be performed to the satisfaction of the County who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of such contract; the performance and fulfillment of the services thereunder; and the character, quality, amount, and value thereof; and whose decision upon all claims, questions, and disputes thereunder shall be final and conclusive upon the parties hereto.

5. Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this JPA due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party.
6. The language of this JPA shall be construed in all cases, according to its fair meaning and not for or against any party hereto.
7. The parties hereto do not intend nor shall this JPA be construed to grant any rights, privileges, or interest to any third party.
8. The parties agree to the following dispute resolution provisions:
  - a. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
  - b. In the event of a dispute or claim arising out of this JPA, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
  - c. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
  - d. Any dispute, action or proceeding arising out of or related to this JPA will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
  - e. The parties hereby waive all rights to trial by jury for any litigation concerning this JPA.
9. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

City's Representative:

Name: James Clinch  
Title: Director of Public Works  
and Asset Management  
Address: City of Venice  
401 West Venice Ave.

County's Representative:

Name: James Stock  
Title: Transportation Structures  
Engineer  
Address: Sarasota County Public  
Works  
1001 Sarasota Center Blvd.

	<u>Venice, FL 34285</u>		<u>Sarasota, FL 34230</u>
Telephone:	<u>941-486-2422</u>	Telephone:	<u>941-861-0872 or</u> <u>941-780-3402</u>
Facsimile:	<u>941-480-3031</u>	Facsimile:	<u>941-861-0992</u>
E-mail:	<u>jclinch@venicegov.com</u>	E-Mail:	<u>jstock@scgov.net</u>

10. This JPA embodies the entire understanding between the County and City with respect to the subject referenced herein, and any prior or contemporaneous representations, either oral or written, are hereby superseded.
11. No amendments or changes to this JPA shall be effective unless made in writing and signed by authorized representatives of the parties.
12. This JPA shall remain in full force and effect until the Project has been deemed complete by the County and the City has paid the County's invoice in full.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties have executed the JPA as of the date last below written.

**CITY OF VENICE, FLORIDA**

By: \_\_\_\_\_  
Ron Feinsod, Mayor  
Venice City Council

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

Approved as to form and correctness:

By: \_\_\_\_\_  
City Attorney

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_

CHAIR

DATE: \_\_\_\_\_

5/5/2020

ATTEST:

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

BY: \_\_\_\_\_

Brenda White

Approved as to form and correctness

BY: \_\_\_\_\_

FJ EOLW  
COUNTY ATTORNEY TRW