

CONTRACT NO. \_\_\_\_\_

BCC APPROVED \_\_\_\_\_

### **JOINT PROJECT AGREEMENT**

#### **Hudson Bayou In-stream Restoration and Water Quality Improvement Project**

This Joint Project Agreement (“JPA”) to construct stormwater quality improvements at Sarasota High School is made and entered into as of the date of execution by both parties by and between Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, and the School Board of Sarasota County, Florida, hereinafter referred to as “SCHOOL”.

#### **WITNESSETH:**

**WHEREAS**, it is the intent of SCHOOL and COUNTY to cooperate in the design, permitting and construction of stormwater improvements on Hudson Bayou where it currently flows through Sarasota High School property to reduce the amount of sediments entering Sarasota Bay (hereinafter referred to as the “PROJECT”); and

**WHEREAS**, the COUNTY has received a Southwest Florida Water Management District (SWFWMD) Cooperative Funding Grant, hereinafter referred to as the “SWFWMD GRANT”, in the amount of \$300,000.00 that requires a matching amount of \$300,000.00 to create the stormwater improvements; and

**WHEREAS**, the COUNTY and SCHOOL intend that they each provide an equal amount of matching funds for the project; and

**WHEREAS**, the COUNTY has designated \$150,000.00 matching funds for the SWFWMD GRANT; and

**WHEREAS**, the SCHOOL has designated \$150,000.00 matching funds for the SWFWMD GRANT to contribute to the PROJECT; and

**WHEREAS**, the COUNTY and the SCHOOL have determined that it will be in the best interest of the general public and the economic advantage of both parties to enter into this JPA to design, permit and construct the PROJECT.

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. The COUNTY shall design, obtain necessary permits, competitively bid and perform construction administration for the PROJECT. The scope of work of the

PROJECT is generally described in Exhibit A, attached and made a part hereof. The COUNTY and SCHOOL will coordinate and agree upon any significant changes to the scope of work. COUNTY will obtain all the rights necessary for the performance of work under this JPA. SCHOOL will cooperate and assist COUNTY as necessary in obtaining such permits and rights.

3. The COUNTY shall provide PROJECT funding in an amount not to exceed \$150,000.00 for design, permitting, construction and construction management of the PROJECT.

4. The SCHOOL shall provide funding in an amount not to exceed \$150,000 to the COUNTY for design, permitting, construction and construction management of the PROJECT. The SCHOOL will make payment to COUNTY within 45 days of reimbursement request made by COUNTY and after COUNTY has made payment to the design professional, permitting agency or contractor for services provided in accordance with this agreement subject to reimbursement. The SCHOOL will be notified by the COUNTY and may participate in PROJECT meetings at the discretion of SCHOOL.

5. All services and work performed by the COUNTY's construction 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 there under, and the character, quality, amount, and value thereof; and whose decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

6. The COUNTY and constructor contractor will coordinate with the SCHOOL or its' designated representative on timing and location of work to ensure it does not interfere with instruction and construction at the school. Further, the SCHOOL will have the right to review and comment on plans and construction to ensure decisions are compatible with school property and landscape criteria. Ultimately the outcome of these decisions shall be collaboratively made between the COUNTY and SCHOOL.

7. All individuals performing work on the project will comply with the Jessica Lunsford Act regarding criminal background screening. Screening will be conducted by the SCHOOL Board's Office of Safety and Security.

8. Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this JPA due to causes not reasonably foreseeable or beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to, acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

9. The COUNTY will include provisions in its contract with the construction contractor that require the contractor to procure and maintain during the life of the

PROJECT contract all insurance necessary to protect the COUNTY and the SCHOOL in at least the minimum amounts as determined by COUNTY. The insurance policies shall name the COUNTY, the SCHOOL, their officers, agents, and employees, as additional insured.

10. The COUNTY shall include in its contract with the construction contractor a provision requiring the construction contractor to indemnify and hold harmless both the COUNTY and the SCHOOL, in accordance with Section 725.06(2) Florida Statutes. as well as the agents, employees, Commissioners, Board Members, officers and volunteers of each from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the contractor arising out of or in any way connected with the PROJECT.

11. This JPA is entered into pursuant to the laws of the State of Florida, and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this JPA, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of the Twelfth Judicial District, in and for Sarasota County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division. In the event of any litigation concerning this JPA, the parties waive all rights to a jury trial.

12. Any notices required under this JPA shall be in writing and be addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail or by commercial courier service, and shall be deemed to have been given or made as of the date received.

**SCHOOL**

School Board of Sarasota County  
1960 Landings Blvd  
Sarasota, FL 34231  
Attn: Paul Pitcher

**COUNTY**

Sarasota County  
1001 Sarasota Center Blvd.  
Sarasota, FL 34240  
Attn: Kelly L. Westover

13. If a conflicting law is enacted after the effective date of this JPA, then the COUNTY and the SCHOOL shall meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this JPA providing the COUNTY and the SCHOOL with the rights and remedies intended to be provided herein. Nothing herein shall preclude either the COUNTY OR the SCHOOL from challenging the validity of any conflicting law. Each provision in this JPA is severable. If any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this JPA shall be unaffected.

14. The language of this JPA shall be construed in all cases, according to its fair meaning and not for or against any party hereto.

15. The parties hereto do not intend nor shall this JPA be construed to grant any rights, privileges or interest to any third party.

16. This JPA shall not be changed except by written instrument signed by all the parties.

17. This JPA embodies the entire understanding between the COUNTY and the SCHOOL with respect to the subject referenced herein, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this JPA shall be effective unless made in writing and signed by authorized representatives of the parties.

18. This JPA shall remain in full force and effect until the PROJECT has been deemed complete by the COUNTY and upon the completion of all obligations under the JPA by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates last written below.

SCHOOL BOARD OF  
SARASOTA COUNTY, FLORIDA  
ATTEST:

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

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

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

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

Approved as to form and correctness:

By: \_\_\_\_\_  
Sarasota County Schools Attorney

SARASOTA COUNTY, FLORIDA  
ATTEST:

By: \_\_\_\_\_  
Chair, Sarasota County  
Board of County Commissioners

By: \_\_\_\_\_  
Karen E. Rushing  
Clerk of the Circuit Court and  
Ex-Officio Clerk of the Board of  
County Commissioners

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

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

Approved as to form and correctness:

By: \_\_\_\_\_  
Stephen E. DeMarsh  
County Attorney