

## **Lake Shore Hospital Access Road Project MOU Related to Shared Responsibilities**

Memorandum of Understanding  
Between

**Columbia County, Florida (County), Lake Shore Hospital Authority (Authority) and  
the City of Lake City, Florida (City)** for shared responsibilities of the Lake Shore  
Boulevard Access Road Project.

### **I. PURPOSE AND SCOPE**

The County, Authority and City would like to improve emergency access to the Lake Shore Hospital through construction of a direct access road. This memorandum of understanding is developed to memorialize the understanding among the parties for a joint project between the County, Authority, and City for the Lake Shore Hospital Access Road Project.

### **II. RESPONSIBILITIES**

The parties, through their respective staff, shall work together towards the completion of the Lake Shore Hospital Access Road with specific responsibilities divided as follows:

- a) The County shall enter a Reimbursement Agreement with the State of Florida, Department of Transportation to facilitate the design of the Lake Shore Boulevard Access Road and to enter a Compensation Agreement for Financial Project ID No. 437416-1-54-01.
- b) The County agrees to undertake the design and Construction Engineering Inspection ("CEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. The design will be Alignment Alternative 1, presented in the Florida Department of Transportation Lake Shore Hospital Emergency Access Study. A professional engineer, registered in Florida, shall provide the certification that all design for the Project meets the minimum construction standards established by the City.
- c) The County's financial obligation for the project shall be provided through FDOT Compensation Agreement for Financial Project ID No. 437416-1-54-01, Construction Engineering Inspection, and provide required mitigation credits. The City / Authority will work cooperatively towards obtaining funding for construction.
- d) The City agrees to undertake the construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all construction for the Project meets the minimum construction standards established by the City.

- e) The County understands that it is responsible for the preparation of all design plans for the Project. The County shall utilize a qualified consultant for the design phase of the Project using the County's normal procurement procedures to perform the design services for the Project.
- f) Upon review and acceptance by the City, the County will provide one (1) copy of the final design plans and specifications to FDOT.
- g) The City shall utilize a qualified contractor using the City's normal bid procedures to perform the construction work for the Project.
- h) The County shall be responsible for providing a qualified CEI to perform construction oversight. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CEI shall not be the same as that of the Engineer of Record for the Project.
- i) The County shall be responsible to ensure that the construction work, if applicable under this MOU is performed in accordance with the approved construction documents, and that it will meet all applicable Agency standards.
- j) Upon completion of the work authorized by this MOU, the County shall notify FDOT in writing of the completion of design of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer.
- k) Upon completion of the Project, the City shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement, if applicable. The terms of this provision shall survive the termination of this Agreement.

Columbia County, Florida

City of Lake City, Florida

By: \_\_\_\_\_  
Ronald Williams, Chairman

By: \_\_\_\_\_  
Stephen M. Witt, Mayor/Council Member

Lake Shore Hospital Authority

By: \_\_\_\_\_  
Koby Adams, Chairman

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### II. RESPONSIBILITIES

The parties, through their respective staff, shall work together towards the completion of the Lake Shore Hospital Access Road with specific responsibilities divided as follows:

- a) The County shall enter a Reimbursement Agreement with the State of Florida, Department of Transportation to facilitate the design of the Lake Shore Boulevard Access Road and to enter a Compensation Agreement for Financial Project ID No. 437416-1-54-01.
- b) The County agrees to undertake the design and ~~Construction Engineering Inspection~~ ("CEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design for the Project meets the minimum construction standards established by the City.
- c) The County's financial obligation for the project shall be provided through FDOT Compensation Agreement for Financial Project ID No. 437416-1-54-01 and ~~Construction Engineering Inspection~~. ~~The City and/or Authority shall be responsible for~~ will work cooperatively towards obtaining all other funding for construction.
- d) The City agrees to undertake the construction and Construction Engineering Inspection (CEI) of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all construction for the Project meets the minimum construction standards established by the City.

- e) The County understands that it is responsible for the preparation of all design plans for the Project. The County shall utilize a qualified consultant for the design phase of the Project using the County's normal procurement procedures to perform the design services for the Project.
- f) Upon review and acceptance by the City, the County will provide one (1) copy of the final design plans and specifications to FDOT.
- g) The City shall utilize a qualified contractor using the City's normal bid procedures to perform the construction work for the Project.
- ~~h) The County shall be responsible for providing a qualified CEI to perform construction oversight. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CEI shall not be the same as that of the Engineer of Record for the Project.~~
- ~~i) The County shall be responsible to ensure that the construction work, if applicable under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency standards.~~
- h) Upon completion of the work authorized by this Agreement, ~~MOU~~, the County shall notify FDOT in writing of the completion of design of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer.
- i) Upon completion of the Project, the City shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement, if applicable. The terms of this provision shall survive the termination of this Agreement.
- ~~k) The parties or any one of them shall not exercise any power of Eminent Domain in the completion of the Project.~~

Columbia County, Florida

City of Lake City, Florida

By: \_\_\_\_\_  
Ronald Williams, Chairman

By: \_\_\_\_\_  
Stephen M. Witt, Mayor/Council Member

Lake Shore Hospital Authority

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

Rev. JFF 1/26/17

Rev. JFF 2/2/17

Koby AdamsBrandon, Beil, Chairman