

RESOLUTION NO. 2022-4107

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOHNS COUNTY, FLORIDA AND JEA REGARDING THE DESIGN, CONSTRUCTION, AND CONSTRUCTION INSPECTION AND ENGINEERING SERVICES FOR THE COUNTY ROAD 210 WIDENING FROM GREENBRIAR ROAD TO CIMARRONE BOULEVARD; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE COUNTY.

WHEREAS, the County and JEA are contracting for the design, construction, and construction inspection and engineering services for widening County Road 210 from Greenbriar Road to Cimarrone Boulevard (the "Project"); and

WHEREAS, the County is undertaking the road widening portion of the Project and JEA is undertaking the utility work related to JEA's water, reclaimed water, and force main facilities associated with the Project; and

WHEREAS, the County has coordinated the solicitation of the design, construction, construction engineering, and inspection portions of the road widening portion of the Project and has entered into an agreement with a contractor (the Design-Builder) for the performance of its portion of the Project; and

WHEREAS, subject to the approval of its Awards Committee, JEA intends to award a contract to the Design-Builder for the JEA portion of the Project; and

WHEREAS, the County and JEA desire to cooperate in the design and construction of each of their portions of the Project as set forth in the Memorandum of Understanding attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are incorporated into the body of this Resolution and adopted as findings of fact.

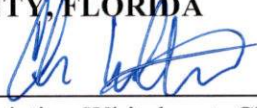
Section 2. The Board of County Commissioners of St. Johns County, Florida hereby approves the Memorandum of Understanding between St. Johns County and JEA, and authorizes the County Administrator, or designee, to execute the MOU on behalf of the County, in substantially the same form and format as attached.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or content of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This Resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 20 day of December, 2022.

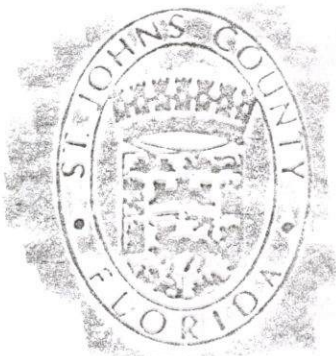
**BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA**

By: 
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller

By: 
Deputy Clerk

Rendition Date DEC 20 2022



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ___ day of _____, 2022, between JEA, a body politic and corporate and St. Johns County, a political subdivision of the state of Florida (“the County”).

Recitals

WHEREAS, JEA and the County (collectively, the “Agencies” or, individually, an “Agency”), will enter into agreement for the design, construction, and construction inspection and engineering services for the CR 210 Widening from Greenbriar Road (East of Old CR 210) to Cimarrone Boulevard (the “Work” or the “Project”); and

WHEREAS, the County is undertaking the road widening portion of the Project and JEA is undertaking the utility work related to JEA’s water, reclaimed water, and force main facilities associated with the Project; and

WHEREAS, the Agencies desire to cooperate in the design and construction of each of their portions of the Project; and

WHEREAS, the County has coordinated the solicitation of the design, construction, construction engineering, and inspection portions of the road widening portion of the Project and has entered into an agreement with a contractor (the Design-Builder) for the performance of its portion of the Work; and

WHEREAS, subject to the approval of its Awards Committee, JEA intends to award a contract to the Design-Builder pursuant to Section 3-116 of its Procurement Code.

NOW, THEREFORE, the Agencies set forth their mutual understanding with respect to the Project as follows:

1. Design Services. Following execution of this MOU, JEA will enter into a contract with the Design-Builder selected by the County in accordance with the requirements of its Purchasing Code to design JEA’s portion of the Work (the “Design Contract”). JEA will be responsible for all design costs associated with the incorporation of the water, reclaimed water, and force main designs. JEA will be responsible for ensuring that all aspects of

JEA's engagement of the Design-Builder comply with applicable laws and the requirements of JEA's Procurement Code.

2. Construction Services. Upon completion of the design services, JEA will issue a contract amendment for construction services to the design-build contractor for JEA's portion of the Work (the "JEA Construction Contract"). The scope of the Construction Contract shall include JEA's plans and specifications for its portion of the Work. JEA will be responsible for all costs associated with work performed under the JEA Construction Contract.
3. Construction Engineering Inspection (CEI) Services. Following execution of this MOU, JEA may, at its sole option, enter into a contract with the CEI firm selected by the County to perform CEI services regarding JEA's portion of the Work (the "Design Contract"). If JEA does not enter into a contract with the selected CEI firm, JEA may self-perform or select its own CEI firm in accordance with JEA's Procurement Code. JEA will be responsible for all CEI costs associated with the water, reclaimed water, and force main work. The County and JEA will coordinate and synergize their efforts to the maximum benefit of the community.
4. Bidding. The parties represent that all services procured in connection with the Work prior to the effective date of this MOU were procured in accordance with all applicable laws. The parties agree that to the extent additional services are procured in connection with this MOU, such services will be procured in accordance with all applicable laws. For the purposes of this MOU, the term "all applicable laws" includes but is not limited to the provisions of Sections 287.055, 255.0525 and 255.20 of Florida Statutes.
5. Contract. Each Agency will enter into separate final contracts for its portion of the Work as described in their solicitations (collectively, the "Contracts" or, separately, a "Contract").
6. Term. This MOU shall be effective on the Effective Date and shall continue until completion and acceptance of all services to be provided to the Agencies under this MOU in connection with the Work, and resolution of any and all disputes in connection therewith.
7. Fee Payment. Each Agency shall be responsible for the payment of all costs and expenses for services and equipment provided to the Agency for its portion of the Work and nothing in this MOU or in the Solicitations shall be construed to create an obligation of one Agency

to cover any costs or expenses or create any liability of one Agency for the other Agency's portion of the Joint Project.

8. Contract Management: Each Agency will be responsible for administration of its own Contracts, including, but not limited to, all purchase orders, invoices, payments, contract management, amendments and renewals. However, each Agency shall continue to collaborate with the other Agency by providing notice to the other Agency as soon as reasonably possible after an Agency discovers any problems or issues with the services provided in connection with their portion of the Project. The Agencies shall consult with one another and inform each other regarding aspects of such administration that may affect the Work in any manner.
9. Publicity. All press releases issued by an Agency with respect to this MOU, the Solicitations or the relationships created by the Agencies with the Successful Bidders shall be presented to the other Agencies reasonably in advance of issuance and shall be subject to the other Agencies' prior approval, which shall not be unreasonably withheld or delayed.
10. General: This MOU may be amended only by a written instrument executed by each Agency. This MOU and all transactions contemplated herein shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered by their duly authorized officers, as of the Effective Date.

St. Johns County, Florida

By: _____

Its: _____

Approved as to Form:

County Attorney

JEA

By: _____

Its: _____

Approved as to Form:

Office of General Counsel