



Interoffice Memorandum

November 8, 2019

TO: Mayor Jerry L. Demings
and Board of County Commissioners

FROM: Diana M. Almodovar, P.E., Interim Director, Public Works Department 

CONTACT PERSON: Christine N. Lofye, P.E., Manager 
Traffic Engineering Division

PHONE NUMBER: (407) 836-7890

SUBJ: **Memorandum of Understanding for Design and Construction Related to
the Proposed Traffic Signal at Universal Boulevard and Perimeter Road**

Traffic Engineering requests approval and execution of a Memorandum of Understanding related to the design and construction of a proposed traffic signal at Universal Boulevard and Perimeter Road between Orange County Public Works Department and Lockheed Martin Corporation.

The County anticipates construction of a section of Universal Boulevard between Via Mercado and Sand Lake Road as part of the County's International Drive Transit Lanes project. Lockheed Martin Corporation would like to expedite the installation of the traffic signal at Universal Boulevard and Perimeter Road, which is included in the International Drive Transit Lanes project. Lockheed Martin Corporation has agreed to pay for design of the signal and the County has agreed to pay for construction in advance of its completion of the International Drive Transit Lanes project.

Staff recommends approval and execution of the Memorandum of Understanding. This Memorandum of Understanding has been approved as to form by the County Attorney's Office and Risk Management Division.

Action Requested: Approval and execution of Memorandum of Understanding for design and construction related to the proposed traffic signal at Universal Boulevard & Perimeter Road Between Orange County Public Works Department And Lockheed Martin Corporation. District 6.

DMA/CNL

Attachments

BCC Mtg. Date: December 3, 2019

MEMORANDUM OF UNDERSTANDING

**FOR DESIGN AND CONSTRUCTION RELATED TO THE
PROPOSED TRAFFIC SIGNAL AT
UNIVERSAL BOULEVARD & PERIMETER ROAD
Between
ORANGE COUNTY PUBLIC WORKS DEPARTMENT
And
LOCKHEED MARTIN CORPORATION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ____ day of ~~DEC 03 2019~~ DEC 03 2020, by and between ORANGE COUNTY, a charter county and political subdivision of the state of Florida with its address at P.O. Box 1393, Orlando, FL 32802-1393 ("County") and LOCKHEED MARTIN CORPORATION, a Maryland corporation with its principal place of business at 6801 Rockledge Drive, Bethesda, Maryland 20817 ("LMC").

RECITALS:

1. COUNTY anticipates construction in the fall of 2020 of a section of Universal Boulevard between Via Mercado and Sand Lake Road to add transit lanes, as depicted in Exhibit "A" attached hereto and incorporated herein. The COUNTY project is referred to as the International Drive Transit Lanes Project (the "Project").
2. LMC would like to expedite the installation of the traffic signal at the intersection of Universal Blvd & Perimeter Road, as generally depicted on Exhibit "A," to improve access to and from their facility (the "Improvements").
3. LMC, at their expense, has agreed to (i) design, engineer, and permit the Improvements, or cause same to occur (the "Signal Plans"), and (ii) modify County plans for the Project, as needed, or cause same to occur.
4. COUNTY, at its expense, has agreed to construct the Improvements in advance of its completion of the Project, upon its approval of the Plans and receipt of all rights-of-way and/or easements required for the Improvements.
5. In order to coordinate and facilitate the construction of the Improvements, LMC is willing to provide a temporary construction easement ("TCE") to COUNTY at no expense to COUNTY.

6. LMC is willing to provide a permanent signalization easement ("SE") to COUNTY after construction of the Improvements is completed at no expense to COUNTY.

NOW, THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration exchanged by and between LMC and COUNTY, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and COUNTY agree as follows:

1. **Recitals:** The foregoing recitals are true and correct, are incorporated herein by this reference, and form the basis of the cost sharing narrated hereunder.

2. **Design of the Improvements**

- a) LMC has procured, at LMC expense, the professional engineering services of Kimley Horn and Associates to design, engineer, and permit the Improvements in accordance with County standards. The final design will include, but not necessarily be limited to, installation of a new traffic signal, widening of the median opening to accommodate dual left turns, reconstruction of curb returns on the east side, inclusion of pavement markings, and the removal of existing pavement markings via hydro-blasting or grinding.
- b) The Improvements, including but not limited to the mast arm assemblies, will be designed, engineered, and permitted to accommodate completion of the Project.
- c) Pedestrian crossings and new curb ramps are to be provided on the north side of the Improvements.
- d) Kimley Horn and Associates, in its capacity as the COUNTY's Project consultant, will discontinue the signal design effort in the area of the Improvements, and will complete such design as consultant for LMC, at no cost to County.

3. **Construction of the Improvements**

- a) Construction of the Improvements will be performed by COUNTY, at COUNTY expense, as contemplated in Recital 4, above, in accordance with County standards.

4. **Real Estate Transactions**

- a) **TCE:** LMC will provide COUNTY with a TCE, at no expense to COUNTY, to construct the Improvements on LMC's property. The TCE shall be for the duration of the construction of the Improvements, terminating upon County acceptance and recording of the SE, and in a form mutually acceptable to the parties.

b) SE: LMC will provide COUNTY with a permanent SE, at no expense to COUNTY, upon completion of construction of the Improvements in a form mutually acceptable to the parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered as of the day and year first above written.

COUNTY

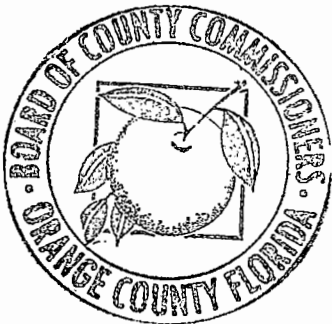
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

JL Jerry L. Demings
Orange County Mayor

Date: 3 Dec 19



ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Noelia Perez*
for Deputy Clerk

Print name: Noelia Perez

LMC

Lockheed Martin Corporation, a Maryland Corporation

By: Jay Brown

Name: JAY BROWN

Title: FACILITIES ENGINEERING SR MGR

Date: 10/23/19

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Jay Brown as Fac. Eng. Sr Mgr. of Lockheed Martin, a _____ who is known by me to be the person described herein and who executed the foregoing, this 23rd day of October, 2019. S/he is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of October, 2019.

[Signature]
Notary Public Alanna Rodriguez

Print Name: _____

My Commission Expires: 04.24.2021

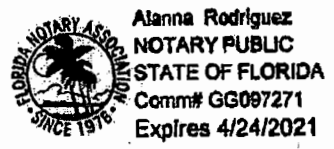
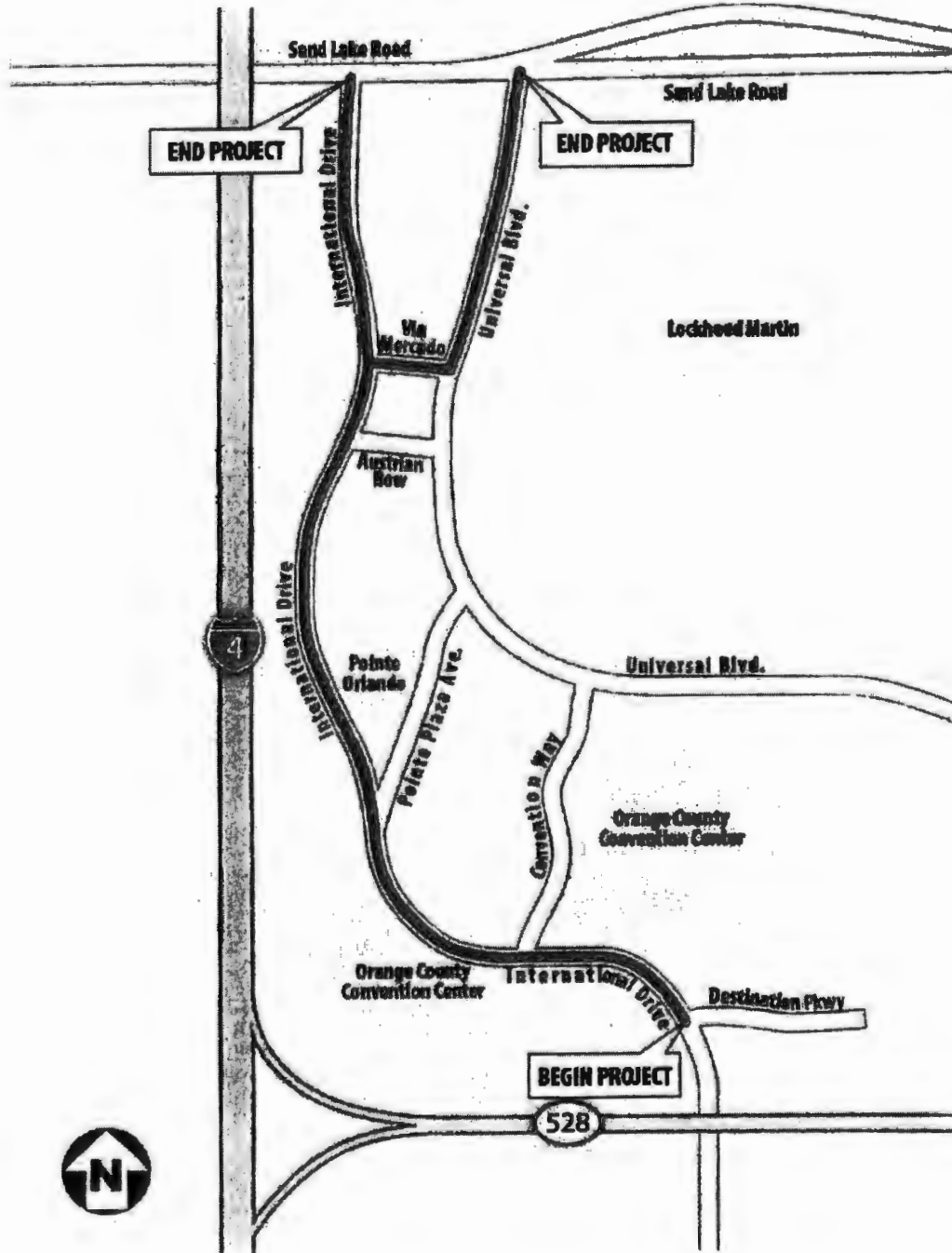


Exhibit "A"

International Drive Transit Lanes Project



Lockheed Martin Corporation
6801 Rockledge Drive Bethesda, MD 20817
Telephone 301 897 6940



John W Mollard
VP - Treasurer

September 11, 2019

I hereby name and appoint James (Jay) M Brown of Lockheed Martin Corporation as an authorized agent to conduct official business regarding any new or existing infrastructure, utilities or facilities associated with Lockheed Martin Corporation's property located at 5600 W Sand Lake Road Orlando, FL 32819. As an authorized agent, Mr. Brown has full authority to file applications and/or affidavits, apply for and obtain permits and make financial payments.

A handwritten signature in cursive script, appearing to read "John W. Mollard", written over a horizontal line.

John W. Mollard
VP-Treasurer, Lockheed Martin Corporation

The foregoing instrument was acknowledged before me this 11th day of September of 20 19, by John W. Mollard who is personally known to me or who produced Driver's License as identification and who did not take an oath.

Patricia Ilene Dunn
Notary Public (Print name)

Seal



Patricia Ilene Dunn
Notary Public (Signature)