



Interoffice Memorandum

September 29, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

Handwritten signature of Joseph C. Kunkel in black ink.

**CONTACT PERSON: Kenneth J. Leeming, P.E., Manager
Highway Construction Division**

PHONE NUMBER: (407) 836-7713

**SUBJ: Memorandum of Agreement for Construction, Engineering, Cost Sharing
& Oversight for Belco Drive Improvements**

Orange County and the Central Florida Regional Transportation Authority (LYNX) have agreed to enter into a Memorandum of Agreement (Agreement) regarding inspection and engineering support services for the Belco Drive Improvements (from Silver Star Road to Pine Hills Road).

LYNX has designed, permitted and will fund the construction of the Belco Drive Improvements in conjunction with their construction of the Pine Hills Transfer Center. Belco Drive is County owned and maintained right of way. In return for LYNX providing the construction services, Orange County Highway Construction Division will provide inspection and engineering support services for the construction of the roadway and storm systems.

The County Attorney's Office and Highway Construction Division have reviewed this Agreement and find it acceptable.

Action Requested: Approval and execution of Memorandum of Agreement for Construction, Engineering, Cost Sharing & Oversight for Belco Drive Improvements (From Silver Star Road to Pine Hills Road) between Orange County and the Central Florida Regional Transportation Authority. District 2.

KJL/SLK

Attachments

MEMORANDUM OF AGREEMENT

**FOR CONSTRUCTION, ENGINEERING, COST SHARING & OVERSIGHT FOR
BELCO DRIVE IMPROVEMENTS**

(From Silver Star Road to Pine Hills Road)

between

ORANGE COUNTY

and the

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

This Memorandum of Agreement ("MOA") is made and entered into this 12th day of October, 2021, by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter referred to as "**ORANGE COUNTY**"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, located at 455 North Garland Avenue, Orlando, Florida 32801, a body politic and corporate created by Part III, Chapter 343, Florida Statutes (hereinafter referred to as "**LYNX**").

WITNESSETH:

WHEREAS, ORANGE COUNTY has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements, and

WHEREAS, LYNX has the authority pursuant to Section 343, Florida Statutes, to enter into agreements; and

WHEREAS, LYNX is constructing a bus transfer facility, known as the Pine Hills Transfer Center Project, within unincorporated Orange County on Parcel ID # 18-22-29-0169-00-021; and

WHEREAS, as part of this Project, **LYNX** will be reconstructing Belco Drive from Silver Star Road to Pine Hills Road ("Belco Drive Improvements"); and

WHEREAS, LYNX will have to go through the appropriate permit process and have all roadway plans associated with the Belco Drive reconstruction of the roadway and associated storm system approved by **ORANGE COUNTY** as part of the Pine Hills Transfer Center project; and

WHEREAS, Belco Drive is currently an **ORANGE COUNTY** owned and maintained roadway and will continue to be maintained as such after construction; and

WHEREAS, as part of the Pine Hills Transfer Center Project, **LYNX** will enter into a contract with a qualified contractor to build both on-site (transfer center) and off-site (Belco Drive reconstruction) improvements; and

WHEREAS, in exchange for **LYNX** funding the reconstruction of the off-site improvements of the **ORANGE COUNTY** owned and maintained right-of-way, Orange County Highway Construction Division staff will provide inspection and engineering support services to **LYNX** as in-kind services; and

WHEREAS, the construction support services provided by **ORANGE COUNTY** will be only for the roadway and storm system improvements associated with the Belco Drive right-of-way; and

WHEREAS, this MOA evidences the intentions of the respective parties to cooperate with each other in furtherance of the public interest in the reconstruction of Belco Drive from Silver Star Road to Pine Hills Road.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, **ORANGE COUNTY** and **LYNX** hereby agree as follows.

SECTION 1-RECITALS

1.1 The above recitals are true and correct and form a part of the MOA.

SECTION 2-COST SHARING TERMS

2.1 **LYNX** agrees to fund the reconstruction of the Belco Drive Improvements, which consists of the reconstructing of Belco Drive from Silver Star Road to Pine Hills Road, all of which is owned and maintained right-of-way of **ORANGE COUNTY**. In exchange for **LYNX** providing the aforementioned funding and construction services, **ORANGE COUNTY** agrees to provide **LYNX** in-kind construction support services for the roadway and storm system improvements associated with the Belco Drive Improvements.

SECTION 3-GENERAL PROVISIONS

3.1 **ORANGE COUNTY** and **LYNX** each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this MOA, acknowledges the validity and enforceability of this MOA. Furthermore, **ORANGE COUNTY** and **LYNX** each represents, warrants, and covenants to and with the other that this MOA has been validly approved by its respective governing body, and that this MOA constitutes a legal, valid, and binding contract enforceable against each party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereby by the other party hereto).

3.2 Both parties have been allowed equal input regarding the terms and wording of this MOA, and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language and wording herein shall be construed equally against the parties.

3.3. The headings or captions of sections or subsections used in this MOA are merely for the convenience of the parties for reference only and are not intended to define or

limit their contents, nor are they intended to affect the construction of or to be taken into consideration in interpreting this MOA.

3.4 The provisions of this MOA are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

3.5 This MOA shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action arising out of or related to this MOA shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida. In the event a party deems it necessary to take legal action to enforce any provisions of this MOA, each party shall bear its own attorney fees and costs.

3.6 This MOA, along with its exhibits, constitutes the entire Agreement between the parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and have no further effect.

3.7 This MOA may be amended only by express written instrument approved by the Board of County Commissioners of **ORANGE COUNTY** and the Board of Directors of **LYNX**, and executed by the authorized officers of each party.

3.8 This MOA and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.9 Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; or when sent by electronic mail, and addressed as follows:

If to **ORANGE COUNTY**: County Administrator, County Administration Center
201 South Rosalind Avenue Orlando, FL 32801
With a copy to: Director, Orange County Public Works Department 4200 South John
Young Parkway Orlando, Florida 32839

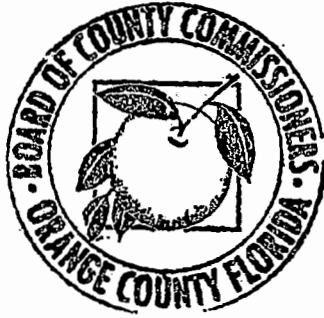
If to **LYNX**: Senior Project Manager, LYNX 455 North Garland Avenue Orlando,
Florida 32801
(With a copy to: Procurement Manger/Contract Administrator of LYNX 455 North
Garland Avenue Orlando, FL 32801

In all cases, a notice shall be deemed delivered to a party only upon delivery of the notice to the person or official indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

3.10 This MOA shall become effective on the date of execution by **ORANGE COUNTY** or the date of execution by **LYNX**, whichever date is later.

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IN WITNESS WHEREOF, the parties have executed this MOA as of the day and year indicated below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Raymond B. Bowers*
for Jerry L. Demings, Mayor
Date: October 12, 2021

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

By: *Katie Smith*
Deputy Clerk

Print name: **Katie Smith**

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: *J. E. Harrison*
James E. Harrison, Esq., PE
Chief Executive Officer

Reviewed as to Form:

This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: *Carrie L. Sarver Esq.*
Carrie L. Sarver, Esq., B.C.S.
Senior Staff Attorney