



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-847, **Version:** 1

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### Interoffice Memorandum

**DATE:** May 27, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Phil Diamond, County Comptroller

**FROM:** Cathy Glatt, PIO

**CONTACT:** Cathy Glatt, PIO

**PHONE:** 407-836-5986

**DIVISION:** N/A

**ACTION REQUESTED:**

Approval and execution of First Amendment to Maintenance Agreement Plaza International COMMON AREA and First Amendment to Maintenance Agreement Plaza International DRAINAGE IMPROVEMENTS AND MAINTENANCE. (Special Assessments)

**PROJECT:** N/A

**PURPOSE:** These agreements pertain to the maintenance of the non-paved portions of the right-of-way (common area), street lighting, and drainage improvements within the approved Plaza International districts.

**BUDGET:** N/A

BCC Mtg. Date: June 17, 2025

**FIRST AMENDMENT**  
  
**to**  
  
**MAINTENANCE AGREEMENT**  
  
**Plaza International**  
  
**COMMON AREA**

THIS FIRST AMENDMENT TO MAINTENANCE AGREEMENT PLAZA INTERNATIONAL COMMON AREA (the "Amendment") is entered into by and between ORANGE COUNTY, FLORIDA ("County"), a charter county and political subdivision of the State of Florida, and DBC-PI DEVELOPMENT, LLC, a Florida limited liability company ("DBC-PI").

**WITNESSETH**

**WHEREAS**, pursuant to Chapter 125.01(1), Florida Statutes, the County has established a Municipal Service Taxing Unit / Benefit Unit (MSTU/BU) in an unincorporated area of Orange County, Florida, known as Plaza International; and

**WHEREAS**, the County has previously contracted with DBC-PI to provide maintenance services within the MSTU/BU for the non-paved road rights-of-way and public pedestrian and utility easements, most recently in an agreement dated June 23, 2020 (the "2020 Agreement"); and

**WHEREAS**, the 2020 Agreement, by its terms, will expire on June 2, 2025, unless otherwise extended by the parties; and

**WHEREAS**, the County and DBC-PI desire to extend the 2020 Agreement.

**NOW, THEREFORE**, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and DBC-PI hereby agree as follows:

**AGREEMENT**

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated as a material part of this Amendment by this reference.

2. **AMENDMENT TO 2020 AGREEMENT.** The 2020 Agreement is hereby amended as follows, with deletions shown as ~~strike throughs~~ and additions underlined:

(i) **Section 3. Terms of Services.** The term wherein DBC-PI shall provide the aforesaid Maintenance services shall begin anew on the effective date of this Maintenance Agreement (the "Renewal Date"), and unless extended pursuant to this Agreement, the term shall terminate ~~five (5)~~ six (6) years after the Renewal Date.

(ii) **Section 15. Termination of Agreement, Rights of Renegotiations.**

- (a) This Agreement shall terminate ~~five (5)~~ six (6) years after the Renewal Date (the "Termination Date") unless sooner for cause by either party, or as herein provided.

\* \* \*

3. **REMAINDER OF 2020 AGREEMENT UNCHANGED.** Except as otherwise set forth herein, the remainder of the 2020 Agreement shall remain unchanged and in full force and effect.

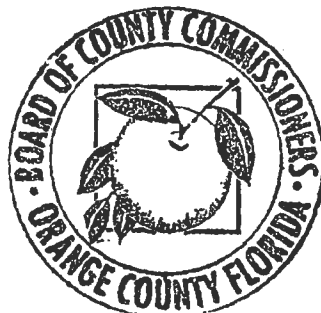
4. **AMENDMENT/TERMINATION.** This Amendment may be amended or terminated only by express written instrument approved by County and DBC-PI.

5. **APPLICABLE LAW.** This Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

6. **EFFECTIVE DATE.** This Amendment shall become effective on June 2, 2025, upon the later of the date of execution by County or the date of execution by DBC-PI.

7. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date beneath each signature.



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Brandon B. Brown*

for Jerry L. Demings  
Orange County Mayor

Date: June 17, 2025

ATTEST:

Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

By: *Lemisha Ann-Kinney*

Deputy Clerk

**DBC-PI DEVELOPMENT, LLC**  
A Florida Limited Liability Company

By: William H. MacArthur

Print: William H. MacArthur

Title: Manager

Date: 05/23/25

BCC Mtg. Date: June 17, 2025

**FIRST AMENDMENT**  
**to**  
**MAINTENANCE AGREEMENT**

**Plaza International**

**DRAINAGE IMPROVEMENTS AND MAINTENANCE**

THIS FIRST AMENDMENT TO MAINTENANCE AGREEMENT PLAZA INTERNATIONAL DRAINAGE IMPROVEMENTS AND MAINTENANCE (the "Amendment") is entered into by and between ORANGE COUNTY, FLORIDA ("County"), a charter county and political subdivision of the State of Florida, and DBC-PI DEVELOPMENT, LLC, a Florida limited liability company ("DBC-PI").

**WITNESSETH**

**WHEREAS**, pursuant to Chapter 125.01(1), Florida Statutes, the County has established a Municipal Service Taxing Unit / Benefit Unit (MSTU/BU) in an unincorporated area of Orange County, Florida, known as Plaza International, for Management of Drainage Improvements and Maintenance; and

**WHEREAS**, the County has previously contracted with DBC-PI to provide maintenance services within the MSTU/BU, most recently in an agreement dated June 23, 2020 (the "2020 Agreement"); and

**WHEREAS**, the 2020 Agreement, by its terms, will expire on June 2, 2025, unless otherwise extended by the parties; and

**WHEREAS**, the County and DBC-PI desire to extend the 2020 Agreement.

**NOW, THEREFORE**, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and DBC-PI hereby agree as follows:

**AGREEMENT**

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated as a material part of this Amendment by this reference.

2. **AMENDMENT TO 2020 AGREEMENT.** The 2020 Agreement is hereby amended as follows, with deletions shown as ~~strike throughs~~ and additions underlined:

(i) **Section 3. Terms of Services.** The term wherein DBC-PI shall provide the Maintenance of Improvements shall begin anew on the effective date of this Maintenance Agreement (the "Renewal Date"), and unless extended pursuant to this Agreement, the term shall terminate ~~five (5)~~ six (6) years after the Renewal Date.

(ii) **Section 14. Termination of Agreement, Rights of Renegotiations.**

- (a) This Agreement shall terminate ~~five (5)~~ six (6) years after the Renewal Date (the "Termination Date") unless sooner for cause by either party, or as herein provided.

\* \* \*

3. **REMAINDER OF 2020 AGREEMENT UNCHANGED.** Except as otherwise set forth herein, the remainder of the 2020 Agreement shall remain unchanged and in full force and effect.

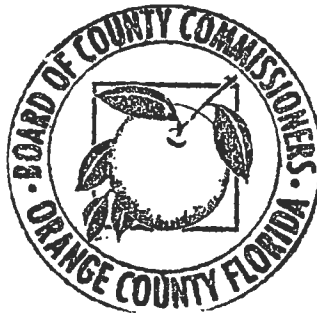
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date beneath each signature.



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings  
Orange County Mayor

Date: June 17, 2025

ATTEST:

Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

By: *Lemmy Ann Kline*

Deputy Clerk

**DBC-PI DEVELOPMENT, LLC**  
A Florida Limited Liability Company

By: William H. MacArthur

Print: William H. MacArthur

Title: Manager

Date: 05/23/25