



**OFFICE OF THE COMPTROLLER**

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**ORANGE  
COUNTY  
FLORIDA**

**PHIL DIAMOND, CPA**  
**County Comptroller**  
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Orlando, Florida 32802  
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**COUNTY COMMISSION AGENDA**  
**Tuesday, June 23, 2020**

**COUNTY COMPTROLLER**

**Items Requiring Consent Approval**

1. Approval of the minutes of the May 19, 2020 meeting of the Board of County Commissioners. Official Meeting Minutes are available in the Clerk's Office and on the Comptroller's Insite page located at [occompt.legistar.com](http://occompt.legistar.com).
2. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. Signature authorization and accompanying detail of most recently disbursed County funds are available in the Clerk's Office and on the Comptroller's web site under Financial Reports at [www.occompt.com](http://www.occompt.com)
3. Approval and execution of Maintenance Agreement Plaza International Common Area and Maintenance Agreement Plaza International Drainage Improvements and Maintenance both by and between Orange County, Florida and DBC-PI Development, LLC.
4. Disposition of Tangible Personal Property

Approval is requested of the following:

- a. Return grant funded assets to grantor.
- b. Scrap assets.
- c. Sell assets through online auction.
- d. Offer assets to non-profits.
- e. Scrap remaining assets.

## MAINTENANCE AGREEMENT

### Plaza International

### COMMON AREA

THIS MAINTENANCE AGREEMENT (the "Agreement") 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 constructed a convention center in the Plaza International MSTU/BU district area, and

WHEREAS, the Orange County Board of County Commissioners ("Board") for the County has found that the Plaza International MSTU/BU district area requires special maintenance for the non-paved road rights-of-way and public pedestrian and utility easements (the "Areas"); and

WHEREAS, the Board has established a Municipal Service Taxing Unit / Benefit Unit (MSTU/BU) for the purposes of generating revenue to provide the maintenance for the aforesaid Areas; and

WHEREAS, the Board has previously determined that the establishment of the MSTU/BU was feasible and in the public interest; and

WHEREAS, DBC-PI DEVELOPMENT, LLC. previously provided maintenance services for the Areas pursuant to a 2015 Maintenance Agreement; and

WHEREAS, DBC-PI, has the ability and is willing to continue to provide maintenance services for the Areas.

NOW, THEREFORE, the County and DBC-PI agree as follows:

### AGREEMENT

#### **1. Maintenance Services.**

(a) Full Maintenance. DBC-PI agrees to provide all normal and necessary landscape, irrigation, grass, non-regulatory signs, and lighting fixtures, and maintenance services (collectively referred to as "Full Maintenance") required to properly maintain the hereafter defined Central Areas, including but not limited to collecting windblown debris, irrigating, mowing, weed/insect/fungus control, fertilizing, repair maintenance and adjustment of the irrigation systems within the Central Areas, spraying, replacement of dead or unhealthy plants, painting, and repair and replacement of non-regulatory signage, light fixtures, replacement of light bulbs, revisions to directory

signs, and such other activities and services indicative of good husbandry and maintenance practices in a tourist commercial area, and which will result in the safety of the Central Areas and in the Central Areas presenting an aesthetically attractive appearance;

(b) **Partial Maintenance.** DBC-PI agrees to provide all normal and necessary grass, non-regulatory signs, bollard lighting fixtures, bench seating, trash receptacles, and sun shelter maintenance services (collectively referred to as "Partial Maintenance") required to properly maintain the hereinafter defined Side Areas, including, but not limited to painting and repair of signs, bollard lighting fixtures, concrete areas associated with the bench seating, trash receptacles, and sun shelters, replacement of light bulbs, repair of bench seating, trash receptacles and sun shelters, and revisions to directory signs, mowing and edging of grass areas within the Side Areas, and such other activities and services indicative of good husbandry and maintenance practices in a tourist commercial area and which will result in the safety of the Side Areas and in the Side Areas presenting an aesthetically attractive appearance. Partial Maintenance will be performed only in areas, which are adjacent to property, which has not been transferred by fee simple title to ownership other than the developer. Fee simple title owners of transferred property are responsible for all landscape and irrigation maintenance in the non-paved right-of-way contiguous to their property on all public rights-of-way.

(c) **Reuse.** DBC-PI will cooperate with Orlando Utility Commission or other utility company to supervise the replacement of the irrigation system to provide for reuse water instead of potable water, as long as the reuse lines, supply and pressure are adequate to maintain the plantings.

**2. The Areas.** The Areas in the Plaza International MSTU/BU district wherein DBC-PI shall perform its services are defined as follows:

(a) **Central Areas.** The "Central Areas" are defined as the medians of all existing or future public roads within the Plaza International MSTU/BU district.

(b) **Side Areas.** The "Side Areas" are defined as the existing or future Special Easement areas within the Plaza International MSTU/BU district which are contiguous to publicly dedicated rights-of-way, such as all non-paved rights-of-way beyond outside of the roadway curb (both existing and future), and all existing or future Pedestrian, Utility and Drainage Easement Areas, as dedicated by deed or covenant which are parallel and contiguous to publicly dedicated rights-of-way.

(c) **Additional Areas.** The "Additional Areas" are defined as Areas brought within Plaza International MSTU/BU district to be maintained by DBC-PI.

**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) years after the Renewal Date.

**4. Cost Estimate.** On or before March 15th of each year during the term of this Agreement (or such other date mutually agreed upon), DBC-PI shall prepare and submit to the County an estimate for the expenses anticipated as being necessary to perform the Maintenance during the succeeding one year term of this Agreement. Where feasible, items will be expressed in unit costs so as to allow routine expansion of the Maintenance (and thus the cost estimate) if Additional Areas are acquired and consequently will be in need of such Maintenance. The cost estimate shall describe the specific services, activities and materials occurring and used in the performance of the Maintenance required by this Agreement, and if it reasonably reflects the level and types of services necessary to maintain the Areas in a "first class condition" it will be approved by the County. If approved by the County, DBC-PI shall be entitled to perform or cause to perform the Maintenance and incur expenses

substantially consistent with the approved cost estimate. If any actual expense for any individual line item on the cost estimate shall exceed the amount approved for that line item by more than twenty percent (20%), the prior approval of the Director of Public Works for the County shall be required before the cost estimate is deemed increased by the amount of the excess expense. However, if the increase results from enlargement of the Areas wherein services are being performed (for example, because additional property has been platted and the Areas have therefore been enlarged), and such increases do not involve a change in the per unit cost of services, then the Director of Public Works shall be obligated to approve such increases.

## **5. Expenses.**

(a) The cost estimate shall include but not be limited to water and electricity charges incurred in performance of the Maintenance; cost incurred by DBC-PI in the purchase of materials, supplies and minor equipment which DBC-PI reasonably needs or desires to perform the Maintenance; long distance calls directly related to Maintenance; license fees paid in order to properly perform the Maintenance; and/or sales or other excise taxes paid in connection with the performance of the Maintenance; wages paid for labor used in performance of the Maintenance, including such welfare or other benefits as may be payable with respect thereto, together with the cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees utilized in the performance of the Maintenance; costs incurred in the storage of materials, supplies and equipment to be used in the Maintenance; payments made by DBC-PI to subcontractors for work performed pursuant to subcontracts permitted under this Agreement; rental charges for all machinery and equipment used in the performance of Maintenance (including rental charges for DBC-PI owned equipment); insurance premiums incurred by DBC-PI in compliance with or as a consequence of the performance of this Agreement; losses and expenses (including force majeure losses) sustained by DBC-PI in connection with the performance of such services, but which are not covered by some form of insurance (or otherwise recovered) or other loss protection, may also be reimbursed to DBC-PI from the MSTU/BU fund; provided that said loss or expense has resulted from causes other than the negligence of DBC-PI; cost of removal of all windblown debris; costs incurred due to an emergency affecting the safety of persons and property where such emergency is directly related to the Maintenance contemplated by this Agreement.

(b) At any given time, the County shall only be required to compensate DBC-PI to the extent that revenue is available in the MSTU/BU fund. Additional amounts may be paid to DBC-PI as additional funds are collected and become available for disbursement. Similarly, DBC-PI's obligation to render the maintenance services is subject to its receipt of payments by the County from available revenue in the MSTU/BU fund, or other County designated revenue source. The County shall provide at least sixty (60) days written notice to DBC-PI in the event the County anticipates that there will be insufficient revenues available to compensate DBC-PI and, thereafter, the parties will confer and coordinate efforts to adjust the levels of service, modify the budget, and/or to reduce the service areas accordingly until such time as sufficient and available revenues are projected and available.

**6. Relationship of the Parties.** Notwithstanding the above Section 5 or any other provision of this Agreement, the relationship between the County and DBC-PI shall be that of a principal dealing with an independent contractor. DBC-PI is and shall be an independent contractor, not an agent, employee, partner or joint venture with the County. The parties expressly understand and agree that this instrument is a contract for services to be performed by DBC-PI and that any purchases of materials, supplies, or equipment which DBC-PI might make from time to time are purely incidental and secondary to the principal purpose of this agreement (i.e., the rendering of maintenance services).

Further, this Agreement grants no authority to DBC-PI whatsoever, apparent or otherwise, to obligate the County to third parties in any manner. Consequently, the parties expressly agree and declare that the requirements of Orange County Ordinance Code Section 17 relating to bidding for purchases by the County of materials, supplies and equipment do not apply to any purchases by DBC-PI for which it may be reimbursed under this Agreement. Finally, by execution of this Agreement, DBC-PI certifies to the County that the legal relationship created by this Agreement is that of a principal dealing with an independent contractor DBC-PI understands that the County is entitled to rely on this representation.

**7. Expense and Fee Payments to DBC-PI.**

(a) On or before the fifteenth (15th) day of the second calendar month following the Renewal Date, and on the same day of each calendar month thereafter during the term of this Agreement, DBC-PI shall prepare and submit to the County a certificate of expenses incurred by DBC-PI in connection with DBC-PI's performance of Maintenance within the MSTU/BU. If the expenses incurred by DBC-PI are within the permitted categories listed in Section 5, such cost estimate having been approved by the County Director of Public Works pursuant to Paragraph 4 above, the County shall remit to DBC-PI within thirty (30) days after being invoiced by DBC-PI an amount equal to such expenses incurred, plus an administrative fee equal to fifteen percent (15%) of the expenses incurred in the preceding month, which percentage represents the agreed upon administration fee to be paid by the County to DBC-PI for the performance of the maintenance services within the MSTU/BU.

(b) DBC-PI may invoice for disbursements to itself for rental of DBC-PI owned equipment used in the performance of maintenance required by this Agreement, which rental rate shall cover and include equipment operation costs, maintenance of the equipment and reasonable amounts for amortization or capital recovery costs.

(c) DBC-PI is not entitled, under any circumstances, and the County is not obligated in any manner, to contract payments in any fiscal year in excess of the net amount of funds collected by the County within that certain area known as the "Plaza International Municipal Service Taxing Unit / Benefit Unit (MSTU/BU) for Maintenance of Non-paved Portions of Road Rights-of-Way." Further, the County's taxing powers are in no way pledged or obligated by this Agreement, nor are the County's governmental powers under Section 125.01 (1), Florida Statutes, in any way abrogated.

**8. Change Orders.** The scope of the services to be performed pursuant to this Agreement and the amount of the approved cost estimate may be changed only by written Change Order approved by the Director of Public Works for the County and agreed to by DBC-PI. A change in the scope of services or the previously approved cost estimate occurring because of an enlargement of the Areas arising from additional platting within the Plaza International MSTU/BU district shall not, for the purposes of this Section 8, be considered a Change Order.

**9. Authority and Responsibility of DBC-PI.** DBC-PI shall manage and oversee the maintenance required by this Agreement with respect to the Areas. In the performance of such services, DBC-PI has the obligation to perform such services and enter into such agreements as may be reasonably necessary to accomplish the maintenance services required for the landscaping in the Areas, and to maintain and preserve all property and equipment owned by the County or other governmental bodies or public utility companies within the Areas. Further, DBC-PI shall indemnify the County for any expenses incurred by the County for repairs or replacement of equipment or other property which is damaged or destroyed by DBC-PI or its subcontractor in the performance of its duties under this Agreement.

DBC-PI is authorized to investigate, administer and pursue the recovery of costs and

expenses arising from property damage to any infrastructure located within any areas governed by this Agreement that is caused by a third party. However the costs of any such investigation, administration and pursuit of recovery shall not be reimbursable items of expense under this agreement to the extent the County has paid for repair costs arising from such property damage, any amount recovered, minus direct costs of such recovery, shall be reimbursed to the County for deposit in the MSTU/BU fund.

**10. Subcontractors.** All portions of the work necessary to perform maintenance and incidental services to the Improvements which DBC-PI does not perform with its own forces may be performed under subcontract agreements, but no such subcontracts shall relieve DBC-PI of any of its duties and obligations under this Agreement.

**11. Insurance and Indemnification.** DBC-PI will defend, indemnify and hold harmless the County, its agents and employees from and against all liabilities, claims, damages, losses, costs and expenses (including attorney's fees) arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss, cost or expense:

(a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and,

(b) is caused in whole or in part by any act or omission of DBC-PI, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or part by a party indemnified hereunder.

The indemnification provisions contained herein shall survive the termination of this Contract.

DBC-PI agrees to maintain on a primary basis and its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by DBC-PI is not intended to and shall not in any manner limit or qualify the liabilities assumed by DBC-PI under this contract. DBC-PI is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

(c) DBC-PI shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. *(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

(d) Workers Compensation – DBC-PI shall maintain coverage for its employees with statutory workers' compensation limits for workers compensation; and no less than \$100,000 (ONE HUNDRED THOUSAND DOLLARS) each incident of bodily injury or disease for Employer's Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit. Required Endorsements: Waiver of Subrogation – WC 00 03 13 or its equivalent



(e) Commercial General Liability Coverage DBC-PI shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. DBC-PI further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds or Pesticide/Herbicide Application. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence.

Required Endorsements: Additional Insured – C G 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations.

Waiver of Transfer of Rights Recovery – CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

(f) Business Automobile Liability – DBC-PI shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per accident. In the event DBC-PI does not own automobiles DBC-PI shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsements to the Commercial General Liability policy or separate Business Auto Liability policy.

(i) Optional Coverage – Pesticide/Herbicide Application Liability – with a limit of not less than \$1,000,000 per occurrence/claim.

By entering into this agreement DBC-PI agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit DBC-PI to enter into a pre-loss agreement to waive subrogation without an endorsement, DBC-PI agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

DBC-PI shall provide the County with current certificates of insurance prior to the execution and commencement of any operations/services provided under this contract evidencing all required coverage. In addition to the certificate(s) of insurance DBC-PI shall also provide endorsements for each policy specified above. All specific policy endorsements shall be in the name of Orange County, Florida. For continuing service contracts renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Contract has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. DBC-PI shall notify the County not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. DBC-PI shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies). The certificate holder shall read: Orange County, Florida c/o Risk Management Division, 109 E Church Street, Suite 200, Orlando, Florida 32801.

**12. Records.** DBC-PI shall keep records reasonably necessary to document the expenses incurred by DBC-PI in connection with the performance of the Maintenance required by this Agreement. The County shall have the right, during reasonable business hours, to review, inspect and copy such records, at its expense.

13. **Licenses.** To the extent required, the County shall issue DBC-PI any licenses necessary to perform the herein specified services, the County being satisfied that DBC-PI is qualified and entitled to receive such licenses.

14. **Results of Maintenance Service.** DBC-PI makes no representations or warranties that the performance of services to the landscaping and grasses contained in or on the Areas will result in the continued health and growth of such landscaping. DBC-PI only undertakes the obligations to perform such maintenance services in accordance with normal and customary good husbandry practices and procedures.

15. **Termination of Agreement, Rights of Renegotiations.**

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

(b) The parties expressly agree that the "Cost Plus Fixed Fee" basis for contract payments has been chosen because, at the date of execution of this Agreement, the parties deem it the most efficient, suitable and predictable option available; however, the parties recognize that a more appropriate basis for payment may be discovered by the parties as experience is gained in the performance of this Agreement. Therefore, at any time after the second anniversary of the Renewal Date, either party may demand, and the other party may not reasonably refuse, renegotiation of the payment provisions in Sections 4, 5, and 7 of this Agreement, subject to the following:

(i) The party demanding renegotiations must deliver notice in writing to the other party no later than December 15 immediately preceding March 15 (or other date agreed upon) upon which DBC-PI must submit its next cost estimate under Section 4 of this Agreement. Failure to comply with this deadline means the party waives its right to renegotiations for the next ensuing contract year.

(ii) The parties shall negotiate new payment provisions in good faith, consistent with the spirit and intent of this Section.

(iii) Newly negotiated payment provisions shall commence at the next anniversary of the Renewal Date.

(iv) Once the party has demanded renegotiations under this Section, and after payment provisions have, in fact been renegotiated, no further right of renegotiations shall exist for either party.

16. **Assignment and Termination Options.**

(a) If not otherwise in default, DBC-PI may assign all its rights, duties, and responsibilities under this Agreement to a licensed contractor, if:

(i) DBC-PI provides no less than sixty (60) days written notice to the County prior to the next ensuing March 15 (or other "cost estimate" date agreed upon by the parties under Section 4) of its intent to assign;

(ii) DBC-PI presents the County with a contractor licensed to perform the Maintenance required by this Agreement and willing and able to undertake such assignment;

(iii) The County finds the proposed assignee reasonably acceptable.



After such assignment, the licensed contractor shall, from the next anniversary of the Renewal Date, stand in the place and stead of DBC-PI under this Agreement and DBC-PI shall have no further or continuing obligations or liabilities with respect to the Agreement, except for matters which arose prior to the assignment by DBC-PI.

(b) Notwithstanding the above subsection (a), the County may, upon such offer of assignment by DBC-PI, decline such assignment, reject the proposed assignee (regardless of whether such assignee is reasonably acceptable to the County), and declare this Agreement terminated as of the next anniversary of the Renewal Date. Thereafter, the County may, at its option, either contract other parties to perform the Maintenance or perform the Maintenance itself at the level contemplated by this Agreement, using County employees and equipment. Regardless of which option the County may elect, the parties expressly agree that the County shall continue to maintain the Areas at the enhanced level contemplated by this instrument.

**17. Force Majeure.** In no event shall DBC-PI be liable to the County for any loss or damage to the Improvements in the Areas arising from or related to acts of God, weather, rain (or the lack therefore) extraordinary storm or flood conditions (including hurricanes), which are clearly beyond the ability of the existing improvements to accommodate, or freeze, riot, fire, lightning, insurrection, boycotts, strikes, vandalism, shortages of materials, or such other causes or events beyond the reasonable control of DBC-PI.

**18. Default by DBC-PI.** The occurrence of any of the following events shall be an event of default by DBC-PI:

(a) If DBC-PI shall default in the due performance of any covenant or agreement herein contained and such default shall continue unremedied for ten (10) days after written notice of such default given by the County to DBC-PI; provided, however, if such asserted default shall not be reasonably capable of immediate cure and DBC-PI shall have commenced curative efforts, DBC-PI shall be given such time as may be reasonably necessary under the circumstances within which to cure such default.

(b) If DBC-PI shall: (i) voluntarily terminate the Agreement without meeting the conditions of Section 15; (ii) consent to the appointment of a receiver, trustee, or liquidator; (iii) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy; or (iv) make a general assignment for the benefit of creditors.

If any such event of default continues for ten (10) working days after written notice, and DBC-PI has not commenced or is incapable of commencing curative actions, the County may, without prejudice to any other remedy it may have:

(c) terminate this Agreement and suspend all payments otherwise due DBC-PI; or

(d) at its option, remedy any event of default and deduct the cost thereof from amounts owed to DBC-PI.

**19. Governing Board and Repeal of Resolution.** The Board shall be the governing board of this MSTU/BU, and, pursuant to Section 125.01, Florida Statutes, shall have the authority to repeal the Resolution, which created this MSTU/BU at any time.

**20. Governing Laws.** DBC-PI shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state and local laws, rules, regulations, requirements, orders and directions which may pertain or apply to the provisions of this Agreement.

21. **Entire Agreement.** This Agreement represents the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral; relating to the matters set forth herein.

22. **Amendment.** This Agreement shall not be amended or modified other than in writing signed by the parties hereto.

23. **Validity.** The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

24. **No Third Party Beneficiary.** The provisions of this Agreement are for the exclusive benefit of the County and DBC-PI, and their respective successors and permitted assigns, and no other party shall have any right or claim against the County or DBC-PI, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the County or DBC-PI hereto, or either of them.

25. **Correspondence.** Correspondence regarding this agreement shall be mailed to:

(a) Plaza International – correspondence and reimbursement checks

DBC-PI Development, LLC  
Lucerne Executive Center, Suite 100-D  
100 West Lucerne Circle  
Orlando, FL 32801

(b) Orange County – correspondence and reimbursement requests

Orange County Comptroller  
Special Assessments  
Post Office Box 38  
Orlando, FL 32802-0038

(c) Orange County – certificates of insurance

Board of County Commissioners  
c/o Orange County Comptroller  
Special Assessments  
Post Office Box 38  
Orlando, FL 32802-0038

26. **Effective Date.** After approval and execution by the County and DBC-PI, this Agreement shall become effective as of June 2, 2020..

(c) Orange County – certificates of insurance

Board of County Commissioners  
c/o Orange County Comptroller  
Special Assessments  
Post Office Box 38  
Orlando, FL 32802-0038

26. **Effective Date.** This Agreement shall become effective upon the date of adoption by the County or upon the date of adoption of DBC-PI, whichever date is later.

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

ORANGE COUNTY, FLORIDA

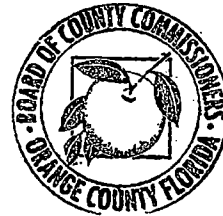
By: Raymond B. Bwalya

for Orange County Mayor

Date: JUN 23 2020

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

By: Katie Smith  
Deputy Clerk



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

By: William H. MacArthur

Print: William H. MacArthur

Title: Manager

Date: 5/22/20

## MAINTENANCE AGREEMENT

### Plaza International

## DRAINAGE IMPROVEMENTS AND MAINTENANCE

THIS MAINTENANCE AGREEMENT (the "Agreement") 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 Orange County Board of County Commissioners ("Board") for the County has found that the Plaza International MSTU/BU district area requires special maintenance for drainage improvements (the "Improvements") within those areas more particularly described by Exhibit A (the "Areas"); and

WHEREAS, the Board has established a Municipal Service Taxing Unit / Benefit Unit (MSTU/BU) for the purposes of generating revenue to provide the maintenance of the said improvements; and

WHEREAS, the Board has previously determined that the establishment of the MSTU/BU was feasible and in the public interest; and

WHEREAS, DBC-PI DEVELOPMENT, LLC. previously provided maintenance services for the Areas pursuant to a 2015 Maintenance Agreement; and

WHEREAS, DBC-PI has the ability and is willing to continue to provide maintenance services for the Areas.

NOW, THEREFORE, the County and DBC-PI agree as follows:

### AGREEMENT

1. **Maintenance Services.** DBC-PI agrees to provide all normal and necessary maintenance services (collectively referred to as "Maintenance") required to properly maintain the drainage improvements in the Areas, including but not limited to weed control, fence repair, erosion control and repair, mosquito control as necessary, and such other activities and services indicative of good drainage improvements maintenance practices in a tourist commercial area; provided, however, repairs and maintenance which are capital in nature (i.e. deferred maintenance or the substantial or total repair, replacement, or rebuilding of drainage devices or improvements) are not included within the term Maintenance, except as may be performed pursuant to a written Change Order approved by the Board as provided in Section 8 of this Agreement. DBC-PI shall prepare and submit to the County a schedule of such maintenance services to be rendered for each year of operation. The County shall have the right to verify that the maintenance services described by DBC-PI have in fact been performed.

2. **The Areas.** DBC- PI shall maintain the drainage improvements located within the Areas. The Improvements which DBC-PI shall maintain shall be any improvements within the MSTU/BU involving or relating to drainage, drainage works, drainage facilities, drainage conduits, or ditches or canals, holding ponds, drainage basins, and all other drainage structures or retention/detention facilities. Maintenance of these Improvements shall hereinafter be referred to as "Maintenance" or "Maintenance of the Improvements." The term Improvements does not include facilities, projects, systems or equipment related to sanitary sewer disposal or potable water supply and further Improvements, or facilities in dedicated rights-of-way to the extent such improvements are typically and customarily maintained with County general fund revenues.

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) years after the Renewal Date.

4. **Cost Estimate.** On or before March 15th of each year during the term of this Agreement (or such other date mutually agreed upon), DBC-PI shall prepare and submit to the County an estimate for the expenses anticipated as being necessary to perform the Maintenance during the succeeding one year term of this Agreement. Where feasible, items will be expressed in unit costs so as to allow routine expansion of the Maintenance (and thus the cost estimate) if additional Areas are acquired and consequently will be in need of such Maintenance. The cost estimate shall describe the specific services, activities and materials occurring and used in the performance of the Maintenance required by this Agreement, and if it reasonably reflects the level and types of services necessary to maintain the Areas in a "first class condition" it will be approved by the County. If approved by the County, DBC-PI shall be entitled to perform or cause to perform the Maintenance and incur expenses substantially consistent with the approved cost estimate. If any actual expense for any individual line item on the cost estimate shall exceed the amount approved for that line item by more than twenty percent (20%), the prior approval of the Director of Public Works for the County shall be required before the cost estimate is deemed increased by the amount of the excess expense. However, if the increase results from enlargement of the Areas wherein services are being performed (for example, because additional property has been platted and the Areas have therefore been enlarged), and such increases do not involve a change in the per unit cost of services, then the Director of Public Works shall be obligated to approve such increases.

5. **Expenses.**

(a) The cost estimate shall include but not be limited to water and electricity charges incurred in performance of the Maintenance; cost incurred by DBC-PI in the purchase of materials, supplies and minor equipment which DBC-PI reasonably needs or desires to perform the Maintenance; long distance calls directly related to Maintenance; license fees paid in order to properly perform the Maintenance; and/or sales or other excise taxes paid in connection with the performance of the Maintenance; wages paid for labor used in performance of the Maintenance, including such welfare or other benefits as may be payable with respect thereto, together with the cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees utilized in the performance of the Maintenance; costs incurred in the storage of materials, supplies and equipment to be used in the Maintenance; payments made by DBC-PI to subcontractors for work performed pursuant to subcontracts permitted under this Agreement; rental charges for all machinery and equipment used in the performance of Maintenance (including rental charges for DBC-PI owned equipment); insurance premiums incurred by DBC-PI in compliance with or as a consequence of the performance of this

Agreement; losses and expenses (including force majeure losses) sustained by DBC-PI in connection with the performance of such services, but which are not covered by some form of insurance (or otherwise recovered) or other loss protection, may also be reimbursed to DBC-PI from the MSTU/BU fund; provided that said loss or expense has resulted from causes other than the negligence of DBC-PI; cost of removal of all windblown debris; costs incurred due to an emergency affecting the safety of persons and property where such emergency is directly related to the Maintenance contemplated by this Agreement.

(b) At any given time, the County shall only be required to compensate DBC-PI to the extent that revenue is available in the MSTU/BU fund. Additional amounts may be paid to DBC-PI as additional funds are collected and become available for disbursement. Similarly, DBC-PI's obligation to render the maintenance services is subject to its receipt of payments by the County from available revenue in the MSTU/BU fund, or other County designated revenue source. The County shall provide at least sixty (60) days written notice to DBC-PI in the event the County anticipates that there will be insufficient revenues available to compensate DBC-PI and, thereafter, the parties will confer and coordinate efforts to adjust the levels of service, modify the budget, and/or to reduce the service areas accordingly until such time as sufficient and available revenues are projected and available.

**6. Relationship of the Parties.** Notwithstanding the above Section 5 or any other provision of this Agreement, the relationship between the County and DBC-PI shall be that of a principal dealing with an independent contractor. DBC-PI is and shall be an independent contractor, not an agent, employee, partner or joint venture with the County. The parties expressly understand and agree that this instrument is a contract for services to be performed by DBC-PI and that any purchases of materials, supplies, or equipment which DBC-PI might make from time to time are purely incidental and secondary to the principal purpose of this agreement (i.e., the rendering of maintenance services). Further, this Agreement grants no authority to DBC-PI whatsoever, apparent or otherwise, to obligate the County to third parties in any manner. Consequently, the parties expressly agree and declare that the requirements of Orange County Ordinance Code Section 17 or any other legal requirements relating to bidding for purchases by the County of materials, supplies and equipment do not apply to any purchases by DBC-PI for which it may be reimbursed under this Agreement. Finally, by execution of this Agreement, DBC-PI certifies to the County that the legal relationship created by this Agreement is that of a principal dealing with an independent contractor. DBC-PI understands that the County is entitled to rely on this representation.

**7. Expense and Fee Payments to DBC-PI.**

(a) On or before the fifteenth (15th) day of the second calendar month following the Renewal Date, and on the same day of each calendar month thereafter during the term of this Agreement, DBC-PI shall prepare and submit to the County a certificate of expenses incurred by DBC-PI in connection with DBC-PI's performance of Maintenance within the MSTU/BU. If the expenses incurred by DBC-PI are within the permitted categories listed in Section 5, such cost estimate having been approved by the County Director of Public Works pursuant to Paragraph 4 above, the County shall remit to DBC-PI within thirty (30) days after being invoiced by DBC-PI an amount equal to such expenses incurred, plus an administrative fee equal to fifteen percent (15%) of the expenses incurred in the preceding month, which percentage represents the agreed upon administration fee to be paid by the County to DBC-PI for the performance of the maintenance services within the MSTU/BU.

(b) DBC-PI may invoice for disbursements to itself for rental of DBC-PI owned equipment used in the performance of maintenance required by this Agreement, which rental rate shall



cover and include equipment operation costs, maintenance of the equipment and reasonable amounts for amortization or capital recovery costs.

(c) DBC-PI is not entitled, under any circumstances, and the County is not obligated in any manner, to contract payments in any fiscal year in excess of the net amount of funds collected by the County within that certain area known as the "Plaza International Municipal Service Taxing Unit / Benefit Unit (MSTU/BU) for Maintenance of Drainage Improvements." Further, the County's taxing powers are in no way pledged or obligated by this Agreement, nor are the County's governmental powers under Section 125.01 (1), Florida Statutes, in any way abrogated.

**8. Change Orders.** The scope of the services to be performed pursuant to this Agreement and the amount of the approved cost estimate may be changed only by written Change Order approved by the Director of Public Works for the County and agreed to by DBC-PI. A change in the scope of services or the previously approved cost estimate occurring because of an enlargement of the Areas arising from additional platting within Plaza International MSTU/BU district shall not, for the purposes of this Section 8, be considered a Change Order.

**9. Authority and Responsibility of DBC-PI.** DBC-PI shall manage and oversee the Maintenance required by this Agreement with respect to the Areas. In the performance of such Maintenance services, DBC-PI has the obligation to perform such services and enter into such agreements as may be reasonably necessary to meet the standards contemplated by this Agreement, and to maintain and preserve all property and equipment owned by the County or other governmental bodies or public utility companies within the Areas. Further, DBC-PI shall indemnify the County for any expenses incurred by the County for repairs or replacement of equipment or other property which is damaged or destroyed by DBC-PI or its subcontractor in the performance of its duties under this Agreement.

DBC-PI is authorized to investigate, administer, and pursue the recovery of costs and expenses arising from property damage to any infrastructure located within any areas governed by this Agreement that is caused by a third party. However the costs of any such investigation, administration and pursuit of recovery shall not be reimbursable items of expense under this agreement to the extent the County has paid for repair costs arising from such property damage, any amount recovered, minus direct costs of such recovery, shall be reimbursed to the County for deposit in the MSTU/BU fund.

**10. Subcontractors.** All portions of the work necessary to perform Maintenance and incidental services to the Improvements which DBC-PI does not perform with its own forces may be performed under subcontract agreements, but no such subcontracts shall relieve DBC-PI of any of its duties and obligations under this Agreement.

**11. Insurance and Indemnification.** DBC-PI will defend, indemnify and hold harmless the County, its agents and employees from and against all liabilities, claims, damages, losses, costs and expenses (including attorney's fees) arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss, cost or expense:

(a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and,

(b) is caused in whole or in part by any act or omission of DBC-PI, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of

them may be liable, regardless of whether or not it is caused in whole or part by a party indemnified hereunder.

The indemnification provisions contained herein shall survive the termination of this Contract.

DBC-PI agrees to maintain on a primary basis and its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by DBC-PI is not intended to and shall not in any manner limit or qualify the liabilities assumed by DBC-PI under this contract. DBC-PI is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

(c) DBC-PI shall require and ensure that each of its sub-contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

(d) Workers Compensation – DBC-PI shall maintain coverage for its employees with statutory workers' compensation limits for workers compensation; and no less than \$100,000 (ONE HUNDRED THOUSAND DOLLARS) each incident of bodily injury or disease for Employer's Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit. Required Endorsements: Waiver of Subrogation – WC 00 03 13 or its equivalent

(e) Commercial General Liability Coverage DBC-PI shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. DBC-PI further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds or Pesticide/Herbicide Application. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence.

Required Endorsements: Additional Insured – C G 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations.

Waiver of Transfer of Rights Recovery – CG 24 04 or its equivalent. Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

(f) Business Automobile Liability – DBC-PI shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per accident. In the event DBC-PI does not own automobiles DBC-PI shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsements to the Commercial General Liability policy or separate Business Auto Liability policy.

(i) Optional Coverage – Pesticide/Herbicide Application Liability – with a limit of not less than \$1,000,000 per occurrence/claim.

By entering into this agreement DBC-PI agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit DBC-PI to enter into a pre-loss agreement to waive subrogation without an endorsement, DBC-PI agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

DBC-PI shall provide the County with current certificates of insurance prior to the execution and commencement of any operations/services provided under this contract evidencing all required coverage. In addition to the certificate(s) of insurance DBC-PI shall also provide endorsements for each policy specified above. All specific policy endorsements shall be in the name of Orange County, Florida. For continuing service contracts renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Contract has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. DBC-PI shall notify the County not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. DBC-PI shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies). The certificate holder shall read: Orange County, Florida c/o Risk Management Division, 109 E Church Street, Suite 200, Orlando, Florida 32801.

**12. Records.** DBC-PI shall keep records reasonably necessary to document the expenses incurred by DBC-PI in connection with the performance of the Maintenance required by this Agreement. The County shall have the right, during reasonable business hours, to review, inspect and copy such records, at its expense.

**13. Licenses.** To the extent required, the County shall issue DBC-PI any licenses necessary to perform the herein specified services, the County being satisfied that DBC-PI is qualified and entitled to receive such licenses.

**14. Termination of Agreement, Rights of Renegotiations.**

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

(b) The parties expressly agree that the "Cost Plus Fixed Fee" basis for contract payments has been chosen because, at the date of execution of this Agreement, the parties deem it the most efficient, suitable and predictable option available; however, the parties recognize that a more appropriate basis for payment may be discovered by the parties as experience is gained in the performance of this Agreement. Therefore, at any time after the second anniversary of the Renewal Date, either party may demand, and the other party may not reasonably refuse, renegotiation of the payment provisions in Sections 4, 5, and 7 of this Agreement, subject to the following:

(i) The party demanding renegotiations must deliver notice in writing to the other party no later than December 15 immediately preceding March 15 (or other date agreed upon) upon

which DBC-PI must submit its next cost estimate under Section 4 of this Agreement. Failure to comply with this deadline means the party waives its right to renegotiations for the next ensuing contract year.

(ii) The parties shall negotiate new payment provisions in good faith, consistent with the spirit and intent of this Section.

(iii) Newly negotiated payment provisions shall commence at the next anniversary of the Renewal Date.

(iv) Once the party has demanded renegotiations under this Section, and after payment provisions have, in fact been renegotiated, no further right of renegotiations shall exist for either party.

**15. Assignment and Termination Options.**

(a) If not otherwise in default, DBC-PI may assign all its rights, duties, and responsibilities under this Agreement to a licensed contractor, if:

(i) DBC-PI provides no less than sixty (60) days written notice to the County prior to the next ensuing March 15 (or other "cost estimate" date agreed upon by the parties under Section 4) of its intent to assign;

(ii) DBC-PI presents the County with a contractor licensed to perform the Maintenance required by this Agreement and willing and able to undertake such assignment;

(iii) The County finds the proposed assignee reasonably acceptable.

After such assignment, the licensed contractor shall, from the next anniversary of the Renewal Date, be responsible for performing all Maintenance required by this Agreement.

(b) For a period of ninety (90) days from the date the licensed contractor assumes all Maintenance responsibilities, DBC-PI shall oversee the work of said licensed contractor and retain responsibility for insuring that the Maintenance is performed in accordance with the standards contemplated by this Agreement. If the County determines that the work of the licensed contractor does not meet the standards contemplated by this Agreement, DBC-PI shall terminate the assignment and either presents the County with, another contractor who is licensed and willing to perform the Maintenance, or resume performance of the Maintenance itself.

(c) Notwithstanding the above subsection (a), the County may, upon such offer of assignment by DBC-PI, decline such assignment, reject the proposed assignee (regardless of whether such assignee is reasonably acceptable to the County), and declare this Agreement terminated as of the next anniversary of the Renewal Date. Thereafter, the County may, at its option, either contract other parties to perform the Maintenance or perform the Maintenance itself at the level contemplated by this Agreement, using County employees and equipment. Regardless of which option the County may elect, the parties expressly agree that the County shall continue to maintain the Areas at the enhanced level contemplated by this instrument.

**16. Force Majeure.** In no event shall DBC-PI be liable to the County for any loss or damage to the Improvements in the Areas arising from or related to acts of God, weather, rain (or the lack therefore) extraordinary storm or flood conditions (including hurricanes), which are clearly beyond the ability of the existing improvements to accommodate, or freeze, riot, fire, lightning, insurrection,

boycotts, strikes, vandalism, shortages of materials, or such other causes or events beyond the reasonable control of DBC-PI.

**17. Default by DBC-PI.** The occurrence of any of the following events shall be an event of default by DBC-PI:

(a) If DBC-PI shall default in the due performance of any covenant or agreement herein contained and such default shall continue unremedied for ten (10) days after written notice of such default given by the County to DBC-PI; provided, however, if such asserted default shall not be reasonably capable of immediate cure and DBC-PI shall have commenced curative efforts, DBC-PI shall be given such time as may be reasonably necessary under the circumstances within which to cure such default.

(b) If DBC-PI shall: (i) voluntarily terminate the Agreement without meeting the conditions of Section 15; (ii) consent to the appointment of a receiver, trustee, or liquidator; (iii) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy; or (iv) make a general assignment for the benefit of creditors.

If any such event of default continues for ten (10) working days after written notice, and DBC-PI has not commenced or is incapable of commencing curative actions, the County may, without prejudice to any other remedy it may have:

(c) terminate this Agreement and suspend all payments otherwise due DBC-PI; or

(d) at its option, remedy any event of default and deduct the cost thereof from amounts owed to DBC-PI.

**18. Governing Board and Repeal of Resolution.** The Board shall be the governing board of this MSTU/BU, and, pursuant to Section 125.01, Florida Statutes, shall have the authority to repeal the Resolution, which created this MSTU/BU at any time.

**19. Governing Laws.** DBC-PI shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state and local laws, rules, regulations, requirements, orders and directions which may pertain or apply to the provisions of this Agreement.

**20. Entire Agreement.** This Agreement represents the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral; relating to the matters set forth herein.

**21. Amendment.** This Agreement shall not be amended or modified other than in writing signed by the parties hereto.

**22. Validity.** The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

**23. No Third Party Beneficiary.** The provisions of this Agreement are for the exclusive benefit of the County and DBC-PI, and their respective successors and permitted assigns, and no other party shall have any right or claim against the County or DBC-PI, or either of them, by reason of those

provisions or be entitled to enforce any of those provisions against the County or DBC-PI hereto, or either of them.

**24. Correspondence.** Correspondence regarding this agreement shall be mailed to:

- (a) Plaza International – correspondence and reimbursement checks

DBC-PI Development, LLC  
Lucerne Executive Center, Suite 100-D  
100 West Lucerne Circle  
Orlando, FL 32801

- (b) Orange County – correspondence and reimbursement requests

Orange County Comptroller  
Special Assessments  
Post Office Box 38  
Orlando, FL 32802-0038

- (c) Orange County – certificates of insurance

Board of County Commissioners  
c/o Orange County Comptroller  
Special Assessments  
Post Office Box 38  
Orlando, FL 32802-0038

**25. Effective Date.** After approval and execution by the County and DBC-PI, this Agreement shall become effective as of June 2, 2020.



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

ORANGE COUNTY, FLORIDA

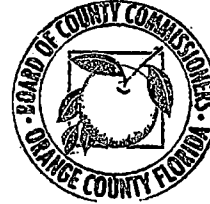
By: Raymond B. Bwalya

Orange County Mayor

for  
Date: JUN 23 2020

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

By: Kate Schindler  
Deputy Clerk



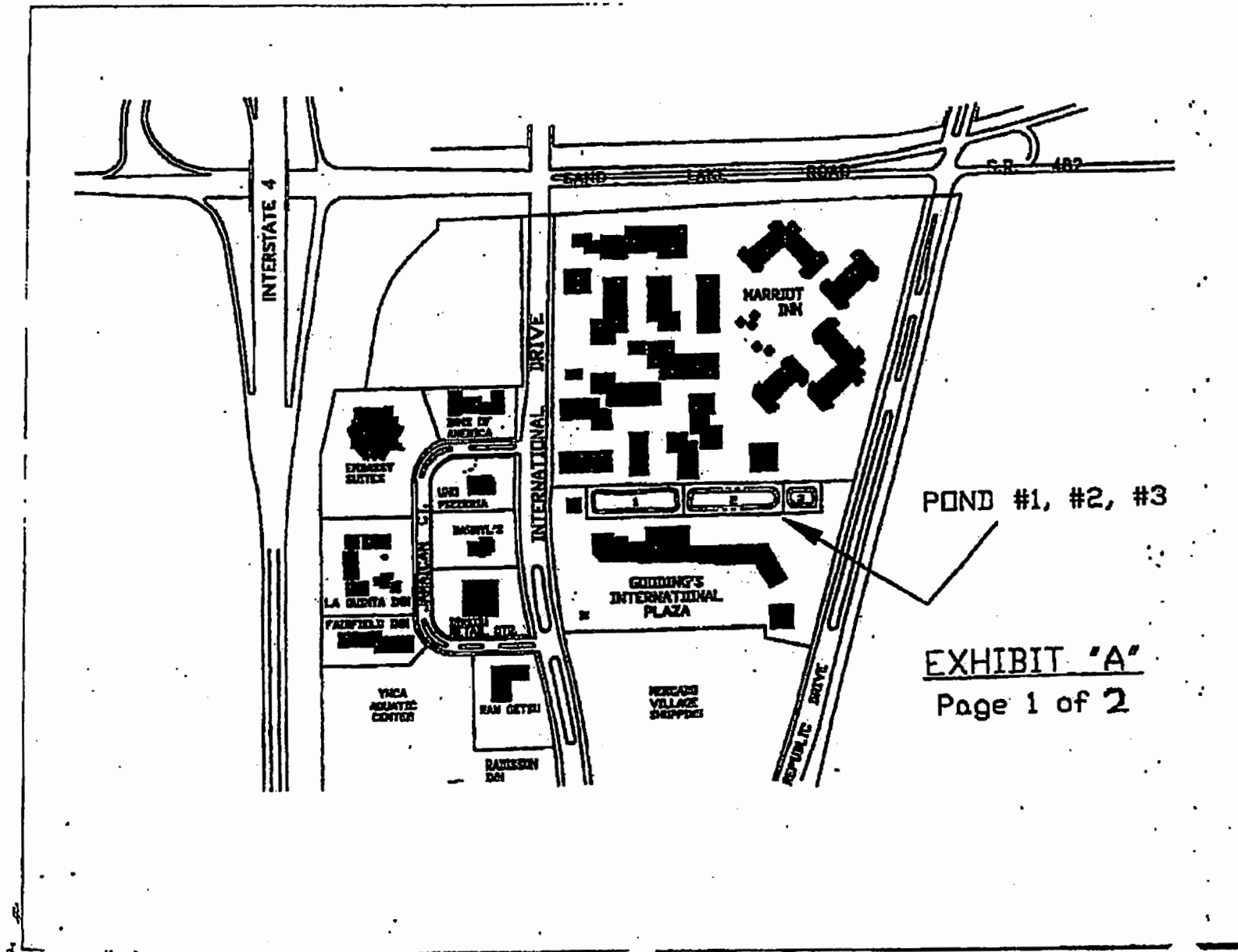
DBC-PI DEVELOPMENT, LLC.  
A Florida Limited Liability Company

By: William H. MacArthur

Print: William H MacArthur

Title: Manager

Date: 5/22/20



POND #1, #2, #3

EXHIBIT 'A'

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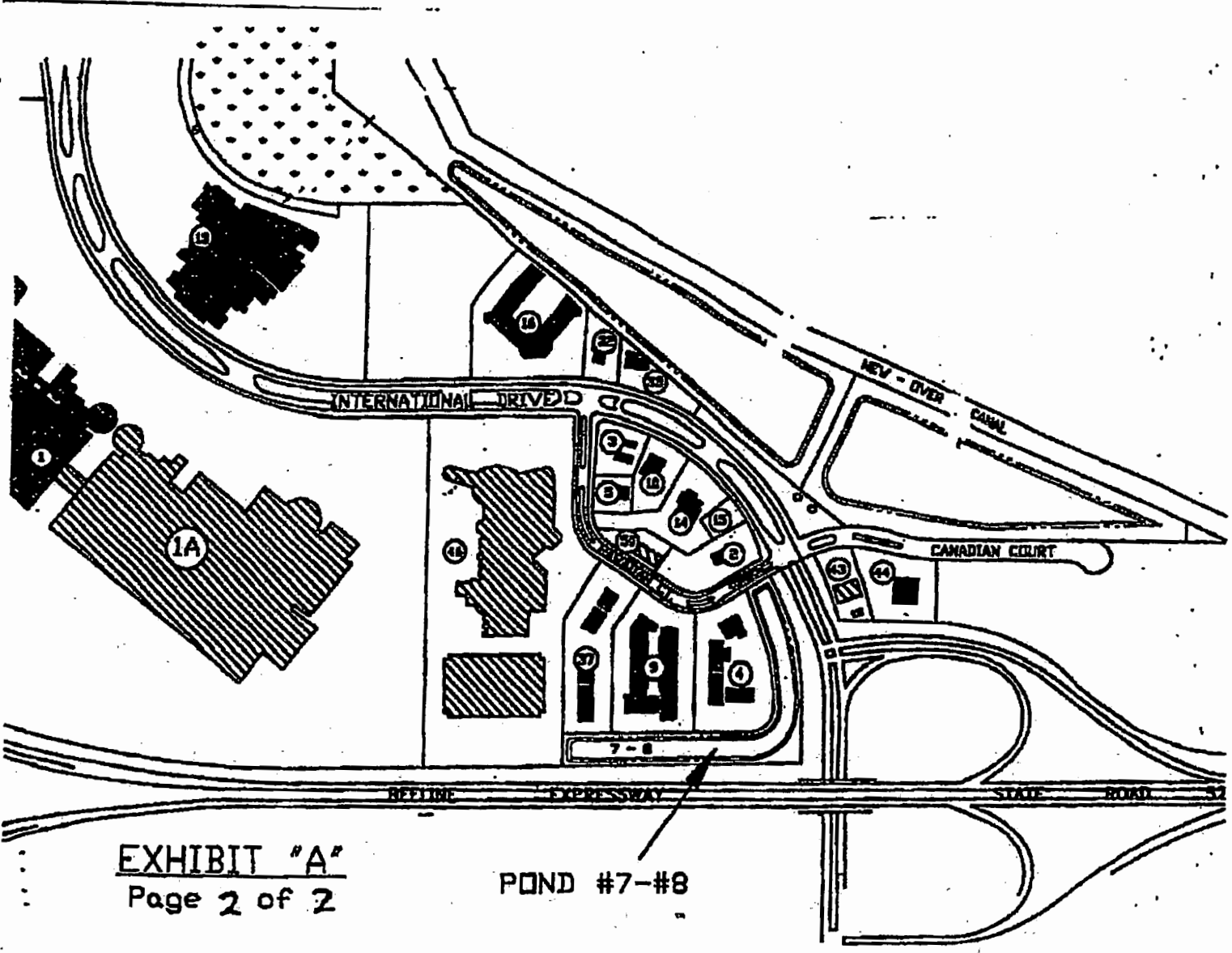


EXHIBIT "A"  
Page 2 of 2

POND #7-#8