

**MEMORANDUM OF UNDERSTANDING
FOR ENGINEERING DESIGN SERVICE FEE RELATED TO
THE INTERNATIONAL DRIVE AREA UTILITY UNDERGROUNDING**

THIS MEMORANDUM OF UNDERSTANDING (this "**MOU**"), effective as of the latest date of execution below (the "**Effective Date**"), is made and entered into by and between ORANGE COUNTY ("**COUNTY**") a charter county and political subdivision of the State of Florida and INTERNATIONAL DRIVE BUSINESS IMPROVEMENT DISTRICT ("**DISTRICT**") a body politic and corporate body formed pursuant to Ch. 343, Fla. Stat.

RECITALS

- A. Business owners along International Drive, represented by the DISTRICT, have asked the COUNTY to evaluate the feasibility of a future project to underground overhead utility lines along International Drive between Sand Lake Road and the county line.
- B. The COUNTY requested Duke Energy ("Duke") to evaluate improvements along both sides of International Drive from Sand Lake Road to the county line, including a crossing of Sand Lake Road from the Circle K gas station, south along the access road ("work")
- C. By submission of a non-binding letter dated June 25, 2026, Duke has identified the project scope and requested an Engineering Design Service Fee to prepare utility conversion design plans, identify the necessary easements, coordinate project obligations and prepare a binding cost estimate and agreement.
- D. The COUNTY and DISTRICT intend to coordinate with all other utility joint line users to develop a complete project cost for the proposed utility underground conversion.
- E. The COUNTY negotiated a non-refundable Engineering Design Service Fee of \$8,468.00 (eight thousand, four hundred and sixty-eight dollars). Duke estimates the engineering design plans will be prepared within nine months after Public Works accepts the terms of Duke's June 25, 2026, non-binding letter. Duke will also request a binding cost estimate and agreement for the WORK.
- F. The DISTRICT has agreed to share the cost of the Engineering Design Service Fee equally with the COUNTY. The COUNTY will initially pay the full Engineering Design Service Fee and seek reimbursement from the DISTRICT for 50 (fifty) percent of the cost.
- G. After the proposals have been evaluated, the COUNTY and DISTRICT will coordinate on whether to recommend a utility underground conversion project in the future.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, COUNTY and the DISTRICT hereby agree as follows:

1. The COUNTY will initially pay Duke the Engineering Fee in amount of \$8,468.00 (eight thousand, four hundred and sixty-eight dollars) and request reimbursement from the DISTRICT for 50 (fifty) percent of that amount or \$4,234.00 (four thousand, two hundred and thirty-four dollars).

2. The DISTRICT will reimburse the COUNTY the amount of \$4,234.00 (four thousand, two hundred and thirty-four dollars) within 30 days after receiving the COUNTY'S invoice.
3. Payment of the Engineering Design Service Fee under this MOU does not obligate either the COUNTY or the DISTRICT to proceed with the proposed utility underground conversation project.

IN WITNESS WHEREOF, COUNTY and the DISTRICT have caused this Agreement to be executed as of the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Date: _____

**International Drive Business
Improvement District**, a
*body politic and corporate body formed
pursuant to Ch. 343, Florida Statutes*

By: _____
Luann Brooks
Executive Director

Dated: 09-15-2026