


**SEMINOLE COUNTY – SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into on the _____ day of _____, 2025, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”, and the **SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 400 E. Lake Mary Boulevard, Sanford, Florida 32773, in this Agreement referred to as “**SCHOOL BOARD**”.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes (2024), authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner (and pursuant to forms of governmental organization)  that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, **SCHOOL BOARD** and **COUNTY** recognize the need to coordinate repair and maintenance of traffic signals at intersections serving **SCHOOL BOARD** property to ensure safe and efficient traffic flow; and

WHEREAS, **SCHOOL BOARD** and **COUNTY** desire to establish a mutually beneficial arrangement wherein **SCHOOL BOARD** reimburses **COUNTY** for maintaining traffic signals located at the intersections of **COUNTY** roads with **SCHOOL BOARD** driveways or property.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, it is hereby agreed as follows:

Section 1. Responsibilities of COUNTY.

(a) Maintenance Service. COUNTY shall provide maintenance service for traffic signals located at intersections of COUNTY roads with SCHOOL BOARD driveways or property, as listed in Exhibit A, attached and incorporated into this Agreement by reference, and referred to in this Agreement as the “Traffic Signals”. COUNTY shall maintain the Traffic Signals to the extent of COUNTY's capability (in terms of ordinary maintenance and repair) and will charge SCHOOL BOARD an Annual Maintenance Fee for these services. Further, COUNTY has the right to seek reasonable additional compensation from SCHOOL BOARD for costs that COUNTY incurs above and beyond normal routine maintenance, including, but not limited to mast arms, controller replacement, cabinet replacement, emergency preemption (Opticom) equipment, video and loop detection equipment, and similar and related items. These additional costs will not exceed actual cost to COUNTY.



(b) Inventory Changes. Changes to the inventory of Traffic Signals in Exhibit A must be requested in writing by SCHOOL BOARD or proposed in writing by COUNTY's Traffic Engineer. No changes will take effect without written acceptance by the receiving party. All provisions of this Agreement will apply to any added or removed Traffic Signals unless otherwise stated in writing.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current manual of uniform traffic devices promulgated by the State Department of Transportation pursuant to Section 316.0745, Florida Statutes (2024), as this statute may be amended from time to time.

(d) Request for Payment. COUNTY shall send requests for payment of its Annual Maintenance Fee as calculated in Section 3 below on a yearly basis. Requests for payment for any

additional charges as outlined in Section 1(a), above, which exceed those in Section 3 below will be billed as incurred.

Section 2. Responsibilities of SCHOOL BOARD.

(a) Payment. SCHOOL BOARD agrees to pay the Annual Maintenance Fee for the services provided by COUNTY pursuant to this Agreement and reimburse COUNTY for reasonable additional costs incurred beyond routine maintenance. SCHOOL BOARD shall also bear the power costs of Traffic Signal(s).

(b) Time. SCHOOL BOARD agrees to remit payment for each invoice rendered under this Agreement by COUNTY within thirty (30) days of receipt of COUNTY's request for payment.

Section 3. Calculation Of Normal Routine Maintenance Charges.

(a) Normal Routine Maintenance. SCHOOL BOARD shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services, as described in Section 1(a).



(b) Annual Maintenance Fee Calculation.

(1) The Annual Maintenance Fee will be based on the most recent Florida Department of Transportation (FDOT) rates for traffic signals and other associated devices as set forth in Exhibit B to this Agreement.

(2) From the effective date of this Agreement, until changed pursuant to the criteria contained in this Agreement, the Annual Maintenance Fee for the Traffic Signals within the scope of this Agreement will be as set forth in Exhibit A to this Agreement, and may be increased from time to time, but not more than once per annum, based on the State of Florida, Department of Transportation's published maintenance rates as further explained in Exhibit B to this Agreement at the request of COUNTY Traffic Engineer with at least 120-days' advanced written notice to SCHOOL BOARD.

Section 4. Ownership of Traffic Signals.

(a) Statutory Maintenance Responsibilities. Chapter 316, Florida Statutes (2024), as amended, authorizes counties and other political subdivisions to place and maintain traffic control devices within their jurisdiction, in compliance with the Manual on Uniform Traffic Control Devices and specifications established by the Florida Department of Transportation.

(b) Under this Agreement, the Traffic Signals consist of those located at intersections of COUNTY roads with SCHOOL BOARD driveways or property, as specifically listed in Exhibit A.


Section 5. Mast Arm Responsibilities

(a) This Section is intended to define the responsibilities of SCHOOL BOARD and COUNTY concerning the maintenance of signal mast arms and their associated characteristics.

(b) SCHOOL BOARD is responsible for the decorative components of mast arms, such as decorative bases, acorn or other non-standard lighting, banners, and similar items. COUNTY shall attempt to repair any damaged decorative components if easily feasible at a minimal cost, such as replacing a bulb, or straightening a light fixture or decorative base. In instances where the repair requires new equipment, such as a new decorative base or light assembly, SCHOOL BOARD will be required to hire a COUNTY-approved contractor to make the repair. There may be instances where COUNTY may be able to easily replace the equipment if SCHOOL BOARD furnishes the equipment to COUNTY. SCHOOL BOARD and COUNTY shall coordinate on these efforts if this repair approach is considered feasible by both parties. Whenever SCHOOL BOARD and COUNTY coordinate efforts and combine funding to install a new traffic signal or convert an existing strain pole intersection to mast arm, SCHOOL BOARD will be fully responsible for the additional costs relative to any SCHOOL BOARD-desired decorative

components of the mast arm signal, such as decorative bases, acorn or other non-standard lighting, banners, and similar items.


(c) If COUNTY has Sales Tax funding available for mast arm repainting, COUNTY will cover the cost of repainting at intersections listed in Exhibit A. Since repainting is typically warrantied by contractors for a period of five (5) years, the goal of COUNTY is to repaint mast arms no sooner than once every five (5) to eight (8) years as deemed necessary and as funding allows. If SCHOOL BOARD wishes COUNTY to repaint an intersection at a time prior to when COUNTY deems it necessary or appropriate, SCHOOL BOARD may hire a COUNTY-approved contractor to repaint the mast arms earlier. At such time Sales Tax funding is no longer available for the COUNTY to use for mast arm repainting, COUNTY and SCHOOL BOARD shall discuss funding options for future repainting of the Traffic Signals listed in Exhibit A.

(d) Since COUNTY currently has  Sales Tax funding to perform mast arm inspections, COUNTY shall cover the full cost of mast arm inspections at intersections listed in Exhibit A with the goal of performing inspections no sooner than once every five (5) to eight (8) years as deemed necessary and as funding allows. COUNTY, at its discretion, may also inspect a mast arm at any of the covered intersections if it is damaged by motor vehicle crash or other incident and the damage is deemed significant enough to require further inspection by a structural engineering firm. If SCHOOL BOARD requests additional inspections earlier than COUNTY deems necessary, SCHOOL BOARD may hire a COUNTY-approved contractor to inspect the mast arms earlier. At such time Sales Tax funding is no longer available for COUNTY to use for mast arm inspections, COUNTY and SCHOOL BOARD shall discuss funding options for future inspections of intersections listed in Exhibit A. COUNTY shall attempt to make, either by itself or through contractor assistance, all necessary repairs identified in the inspection reports at the covered

intersections, but COUNTY will defer to SCHOOL BOARD to make any necessary repairs beyond the capabilities of COUNTY.

Section 6. Term. This Agreement takes effect on the date it is fully executed by all the parties and will remain in force until terminated pursuant to Section 7, and all payments are made current by SCHOOL BOARD.

Section 7. Termination of the Agreement. Either party may terminate this Agreement, at any time, by giving the other party thirty (30) days written notice. SCHOOL BOARD will not be relieved of its obligation to compensate COUNTY pursuant to this Agreement for services rendered up to and including the date of termination. Failure to remit this payment may also result in disruption of school board owned road access to the county roads.

Section 8. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered  (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

As to COUNTY:

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32773

With a copy to:

Seminole County Traffic Engineer
140 Bush Loop
Sanford, Florida 32773

As to SCHOOL BOARD:

ATTN: Superintendent, with copy to Superintendent, Operations
Seminole County School Board
400 E. Lake Mary Boulevard
Sanford, Florida 32773

Section 9. Representations. The undersigned represents that she is the Chair of the School Board of Seminole County, Florida, that this document has been reviewed and duly approved for binding execution with all the formalities required by law, and that SCHOOL BOARD has likewise authorized the undersigned to bind SCHOOL BOARD to the terms and conditions contained in this Agreement.

Section 10. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.



Section 11. Parties Bound. This Agreement is binding upon and inures to the benefit of SCHOOL BOARD and COUNTY, and their successors and assigns.

Section 12. Conflict of Interest.

(a) The parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that none of its officers, agents, or employees have any material interest (as defined in Section 112.312(15), Florida Statutes (2024), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other

party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 13. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 14. Assignment. This Agreement  may not be assigned by either party without the prior written approval of the other party.


Section 15. Severability. If any provision or application of this Agreement to any person or circumstance is held invalid, then it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 16. Public Records Law.

(a) SCHOOL BOARD and COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, to release public records to members of the public upon request. SCHOOL BOARD and COUNTY acknowledge each other is required to comply with

Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

Section 17. Equal Opportunity Employment. SCHOOL BOARD and COUNTY shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. SCHOOL BOARD and COUNTY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, or national origin. Equal treatment includes,  but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

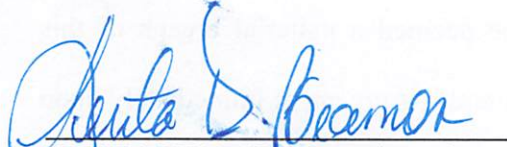
Section 18. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 19. Effective Date. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

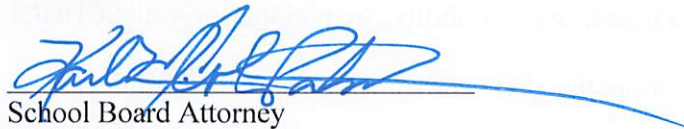

SERITA BEAMON, Superintendent
School Board of Seminole County,
Florida


SCHOOL BOARD OF SEMINOLE COUNTY,
FLORIDA

By: 
KRISTINE KRAUS, Chairman

Date: 1.21.2025

Approved as to form of and
legal Sufficiency


School Board Attorney


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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2025, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

GLK/kly
12/12/24 1/8/25

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Exhibit A – Listing of Traffic Signals
Exhibit B – FDOT Compensation Rates



**Seminole County -Seminole County
 School Board
 Traffic Signal Maintenance Agreement
 EXHIBIT A**

Intersection	Total	Traffic Signal - Interconnected & Monitored (IMTS)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Uninterruptible Power Supply (UPS)	Traffic Monitoring Camera (TrMC)
		FDOT Rates for 2025-2026				
		\$ 5,892.00	\$ 416.00	\$ 445.00	\$ 131.00	\$ 2,149.00
EE Williamson / Woodlands Elementary	\$7,198.00	\$ 5,892.00	\$ 416.00	\$ 890.00		
Longwood Lake Mary / Lake Mary HS	\$6,753.00	\$ 5,892.00	\$ 416.00	\$ 445.00		
Rinehart Rd / Crystal Lake Elem	\$6,308.00	\$ 5,892.00	\$ 416.00			
Sand Lake Rd / Forest City Elem	\$5,892.00	\$ 5,892.00				
Sand Lake Rd / Lake Brantley HS	\$5,892.00	\$ 5,892.00				
Total	\$32,043.00		\$1,248.00	\$1,335.00	\$0.00	\$0.00

Seminole County Traffic Signal Maintenance Agreement - Exhibit B - FDOT Compensation Rates

TSMCA Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)
Per	Intersection	Intersection	Intersection	System	System	System	Intersection	Device	System
2022-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370			\$370
2023-24	\$3,910	\$5,558	\$947	\$758	\$1,323	\$381	\$391	\$419	\$381
2024-25	\$4,024	\$5,720	\$975	\$780	\$1,362	\$393	\$403	\$432	\$393
2025-26	\$4,145	\$5,892	\$1,005	\$804	\$1,403	\$405	\$416	\$445	\$405
2026-27	\$4,274	\$6,075	\$1,037	\$829	\$1,447	\$418	\$429	\$459	\$418
2027-28	\$4,411	\$6,270	\$1,071	\$856	\$1,494	\$432	\$443	\$474	\$432

FY	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	CPI (%)
Per	Device	Device	Device	System	Device	System	Intersection	System	
2022-23	\$119	\$119	\$527						
2023-24	\$123	\$123	\$542	\$2,645	\$2,027	\$1,644	\$688	\$658	2.80%
2024-25	\$127	\$127	\$558	\$2,722	\$2,086	\$1,692	\$708	\$678	2.90%
2025-26	\$131	\$131	\$575	\$2,804	\$2,149	\$1,743	\$730	\$699	3.00%
2026-27	\$136	\$136	\$593	\$2,891	\$2,216	\$1,798	\$753	\$721	3.10%
2027-28	\$141	\$141	\$612	\$2,984	\$2,287	\$1,856	\$778	\$745	3.20%

e. Construction Cost Inflation Factors

Inflation factors for construction costs will be utilized in the development of the tentative work program as indicated below. These inflation factors will automatically generate the new estimates for anything gamed in WPA by applying these factors to the present day costs (PDC's) in WPA. All estimate changes must be made in the adopted file; do not make estimate changes in the proposed file (tentative work program development cycle). Shaded areas beginning in fiscal year 28/29 cover the 10-year period for the SIS program.

FISCAL YEAR	INFLATION FACTOR	MULTIPLIER	FISCAL YEAR	INFLATION FACTOR	MULTIPLIER
23/24	2.8%	1.028	28/29	3.3%	1.199
24/25	2.9%	1.058	29/30	3.3%	1.237
25/26	3.0%	1.090	30/31	3.3%	1.278
26/27	3.1%	1.123	31/32	3.3%	1.320
27/28	3.2%	1.159	32/33	3.3%	1.364

Note: Base year is 22/23.