

**SEMINOLE COUNTY – CITY OF WINTER SPRINGS
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into on the _____ day of _____, 2024, 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 CITY OF WINTER SPRINGS, a Florida municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708, in this Agreement referred to as “CITY”.

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, Florida law provides for interlocal agreements between cities and counties for the performance of the respective administrative and service functions, and Chapter 125, Florida Statutes (2024), grants counties broad home rule powers to perform acts in the public interest; and

WHEREAS, CITY and COUNTY recognize that there is a need to develop a coordinated effort for the repair of certain traffic signals in order to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County; and

WHEREAS, CITY and COUNTY desire to enter into a mutually beneficial relationship whereby CITY will reimburse COUNTY for the maintenance costs of:

- (a) Traffic signals located at the intersections of a county and city road within the jurisdictional boundaries of the CITY.

- (b) Traffic signals located at the intersections of two (2) city roads within the jurisdictional boundaries of the CITY.

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 the following:
 - (1) Traffic signals located at the intersections of a county and city road within the jurisdictional boundaries of the CITY.
 - (2) Traffic signals located at the intersection of two city roads within the jurisdictional boundaries of the CITY.

A specific listing of these traffic signals within the scope of this Agreement is contained in Exhibit "A", attached to and incorporated in 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 CITY an Annual Maintenance Fee for these services. Further, COUNTY has the right to seek additional compensation from CITY 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) Changes to Inventory of Traffic Signals Subject to this Agreement. COUNTY Traffic Engineer, within his or her discretion, may acknowledge additions of new signals or subtractions of signals to or from the inventory of Traffic Signals subject to this Agreement as contained in Exhibit "A". As such, CITY may request that a Traffic Signal be added to or subtracted from this Agreement by making such request in writing directly to COUNTY's Traffic Engineer at the address listed in

Section 9 of this Agreement. Such acceptance of responsibility for the maintenance of a new Traffic Signal or for the removal of a Traffic Signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until CITY receives a written notification of such acceptance of addition or removal from COUNTY's Traffic Engineer. CITY and COUNTY agree that the provisions of this Agreement including, but not limited to, provisions regarding maintenance and costs, will be applicable to Traffic Signals added to or removed from the inventory of Traffic Signals subject to this Agreement.

(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 CITY.

(a) Payment. CITY agrees to pay an Annual Maintenance Fee for the services provided by COUNTY pursuant to this Agreement, Section 1(a). Further, CITY shall reimburse COUNTY for any costs COUNTY incurs above and beyond normal routine maintenance as described by Section 1 (a) of this Agreement. CITY shall also be responsible for the power costs of Traffic Signal(s) as set forth in Section 6 of this Agreement.

(b) Time. CITY 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. CITY shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(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 each signal 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 CITY.

Section 4. Ownership of Traffic Signals.

(a) Statutory Maintenance Responsibilities. Chapter 316, Florida Statutes (2024), as this statute may be amended from time to time, provides that county and municipal governmental entities may place and maintain traffic control devices within their respective jurisdictions, according to the DOT manual and specifications therefore.

(b) Classes of Signals. Under this Agreement, there are two classes of signals as follows:

- (1) Class 1. Traffic signals located at the intersection of a county and city road.
- (2) Class 2. Traffic signals located at the intersection of two city roads.

Section 5. Mast Arm Responsibilities

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

(b) CITY 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, CITY 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 CITY furnishes the equipment to COUNTY. CITY and COUNTY shall coordinate on these efforts if this repair approach is considered feasible by both parties. Whenever CITY and COUNTY coordinate efforts and combine funding to install a new traffic signal or convert an existing strain pole intersection to mast arm, CITY will be fully responsible for the additional costs relative to any CITY-desired decorative components of the mast arm signal, such as decorative bases, acorn or other non-standard lighting, banners, and similar items.

(c) Where COUNTY currently has Sales Tax funding to perform mast arm repainting, the COUNTY shall cover the full cost of mast arm repainting at State/City/County, State/City and County/City intersections. CITY will be responsible for covering the full cost of mast arm repainting by a COUNTY approved contractor at City/City intersections. Since repainting is typically warranted 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 CITY wishes COUNTY to repaint a State/City/County, State/City or County/City

intersection at a time prior to when COUNTY deems it necessary or appropriate, CITY 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 CITY shall discuss funding options for future repainting of State/City/County, State/City and County/City intersections.

(d) Since COUNTY currently has Sales Tax funding to perform mast arm inspections, COUNTY shall cover the full cost of mast arm inspections at State/City/County, State/City, County/City, and City/City intersections. The goal of COUNTY is to inspect mast arms 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 intersection 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 CITY wishes COUNTY to inspect a State/City/County, State/City, County/City, or City/City intersection at a time prior to when COUNTY deems it necessary or appropriate, CITY 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 CITY shall discuss funding options for future inspections of State/City/County, State/City, County/City, and City/City intersections. COUNTY shall make, either by itself or through contractor assistance, all necessary repairs and replacements identified in the inspection reports at State/City/County, State/City, and County/City intersections. COUNTY shall attempt to make, either by itself or through contractor assistance, all necessary repairs identified in the inspection reports at City/City intersections, but COUNTY will defer to CITY to make any repairs beyond the capabilities of COUNTY. CITY will be responsible for any replacements identified in the inspection reports at City/City intersections.

Section 6. Allocation of Costs.

(a) Adjustment by Class. CITY is responsible for the Annual Maintenance Fee for regular service and parts, power costs, as well as any costs above normal routine maintenance as described in Section 1 of this Agreement apportioned according to the class of a particular Traffic Signal.

(b) Designation of Class. The class of each Traffic Signal described in column 1 of Exhibit "A" to this Agreement will be indicated by corresponding designation in column 2 of Exhibit "A", attached to and incorporated in this Agreement by reference.

(c) Cost Percentage Allocation According to Class of Traffic Signal.

(1) Class 1. The entity that installed the Traffic Signal shall pay the power costs, and COUNTY and CITY shall each be responsible for (i) their respective percentage of the Annual Maintenance Fee, equal to the percentage of the number of approaches the entity has to the Traffic Signal out of the total number of approaches, and (ii) 50% (fifty percent) of any costs above normal routine maintenance.

(2) Class 2. CITY has sole financial responsibility for all Class 2 signals and COUNTY has no financial responsibility of any kind for these signals.

Section 7. 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 8, and all payments are made current by CITY.

Section 8. Termination of the Agreement.

(a) Either party may terminate this Agreement, at any time, by giving the other party thirty (30) days written notice. CITY 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.

(b) Termination of this Agreement by CITY as to Class 1 Traffic Signals does not relieve CITY of its continued obligation to remit the designated percentage. Failure to remit this percentage of costs may result in disruption of city road access to the county roads.

Section 9. 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 CITY:

City Manager
1126 East State Road 434
Winter Springs, Florida 32708

With a copy to:

Winter Springs Public Works Director
1126 East State Road 434
Winter Springs, Florida 32708

Section 10. Representations. The undersigned represents that he is Mayor of the City of Winter Springs, that this document has been reviewed and duly approved for binding execution with all the formalities required by law, and that CITY has likewise authorized the undersigned to bind CITY to the terms and conditions contained in this Agreement.

Section 11. 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 12. Parties Bound. This Agreement is binding upon and inures to the benefit of CITY and COUNTY, and their successors and assigns.

Section 13. 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 (2024), 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 14. 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, including the Agreement between the parties having the same subject matter and dated September 5, 2006.

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

Section 16. 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 17. Public Records Law.

(a) CITY 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. CITY 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 18. Equal Opportunity Employment. CITY 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. CITY 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 19. 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 20. 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.

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

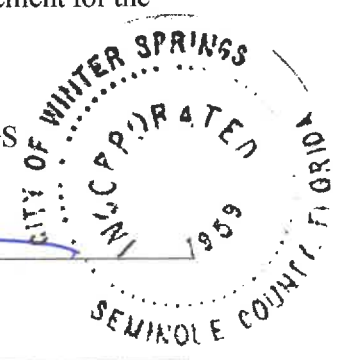
ATTEST:


CHRISTIAN GOWAN, City Clerk

CITY OF WINTER SPRINGS

By: 
KEVIN McCANN, Mayor

Date: 08/12/2024



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 _____,
2024, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/sfa
07/08/2024
Exhibit "A" – Listing of Traffic Signals
Exhibit "B" – FDOT Compensation Rates



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EXHIBIT A - City Of Winter Springs FY24-25

Traffic Signal - Interconnected & Monitored (IMTS)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Probe Data Detection System (PDDS)	Uninterruptible Power Supply (UPS)

FDOT Rates for 2024-2025

Intersection	Class	Full Total	Full Total	Approach %	Shared Total	\$	\$	\$	\$	\$	\$
1 Tuscawilla at Trotwood	1		\$6,682.00	50	\$3,341.00	\$ 5,720.00	\$ 403.00	\$ 432.00	\$ 127.00	\$	\$ 127.00
2 Tuscawilla at Winter Springs	1	\$0.00	\$6,250.00	50	\$3,125.00	\$ 5,720.00	\$ 403.00	\$ 432.00	X	\$	\$ 127.00
					\$6,466.00	\$806.00	\$432.00	\$0.00			\$254.00

Total \$6,466.00

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%	1.198
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.