

MARKHAM MEADOWS HOMEOWNERS ASSOCIATION, INC.
DECORATIVE SIGN AGREEMENT

THIS AGREEMENT is made and entered into by and between **SEMINOLE COUNTY**, a Charter County and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**,” and **MARKHAM MEADOWS HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is c/o Specialty Management Company, 1000 Pine Hollow Point, Altamonte Springs, Florida 32714, in this Agreement referred to as “**ASSOCIATION**.”

W I T N E S S E T H:

WHEREAS, COUNTY has the responsibility to place and maintain, as appropriate, street and traffic signage on COUNTY roads; and

WHEREAS, ASSOCIATION, for aesthetic reasons, desires to utilize sign posts and signage that are not the standard used by the COUNTY in that certain residential area of Seminole County known as Markham Meadows subdivision; and

WHEREAS, ASSOCIATION has agreed to install and maintain these non-standard posts and signage and pay for any increased costs relating in any way to these non-standard posts, signage, and associated structures; and

WHEREAS, COUNTY has agreed to enter into this Agreement subject to the COUNTY’s continuing ability to protect the public’s health, safety, and welfare,

NOW, THEREFORE, in consideration of the mutual covenants, understandings, and promises set forth in this Agreement, ASSOCIATION and COUNTY agree as follows:

Section 1. Recitals. The foregoing recitals are true and form a material part of this Agreement upon which the parties have relied.

Section 2. Purpose. The purpose of this Agreement is to establish the terms and conditions by which COUNTY will permit ASSOCIATION to utilize non-standard posts and street signage and to install and maintain these posts and this signage.

Section 3. Effective Date and Term. 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 signatories of the parties. The term of this Agreement is five (5) years from the Effective Date, and automatically renews thereafter for successive periods of one (1) year each, unless earlier terminated as provided in Section 4 below.

Section 4. Termination. Either party may terminate this Agreement at any time, with or without cause, upon not less than sixty (60) days' written notice delivered to the other party or, at the option of COUNTY, immediately in the event that ASSOCIATION fails to fulfill any of the terms, understandings, or covenants of this Agreement.



Section 5. Signage.

(a) ASSOCIATION, at its sole cost, shall acquire and install the posts at the signage locations established by COUNTY in the subdivision as depicted in Exhibit "A," attached to this Agreement and incorporated by reference. ASSOCIATION, at its sole cost, shall install the street and traffic signage provided or approved by COUNTY to such posts.

(b) COUNTY reserves the right to make any and all final decisions with regard to all post and signage installations. ASSOCIATION shall make any requests for permission to install the above-described posts and signage in writing to COUNTY and include the following information:

- (1) The type of post to be installed.
- (2) The location of the posts.

(3) The authorized signature of the individual making the request on behalf of ASSOCIATION.

(c) It is the sole and exclusive obligation of ASSOCIATION to replace lost, stolen, or damaged posts with replacement posts unless ASSOCIATION requests that COUNTY resume its standard signage program. ASSOCIATION shall make any such request in writing and with no less than thirty (30) days' advance written notice to COUNTY.

Section 6. Final Signage Plans and Related Matters.

(a) ASSOCIATION shall provide COUNTY with the proposed design plans and specifications for all posts to be installed. COUNTY shall review the plans and specifications and respond appropriately. COUNTY is the sole and exclusive party with approval authority as to all final plans and specifications. ASSOCIATION shall obtain COUNTY's written approval prior to commencement of any installation activities.



(b) ASSOCIATION shall comply with applicable signage installation and maintenance regulations set forth in the Manual on Uniform Traffic Control Services promulgated by the United States Department of Transportation Federal Highway Administration, Chapter 316, Florida Statutes (2023), Chapter 250, Seminole County Code, and the Seminole County Public Works Engineering Manual, as all of these authorities may be amended from time to time.

(c) ASSOCIATION may obtain replacement signage from COUNTY for faded or damaged signs by trading signs on a one (1) for one (1) basis at any reasonable time during a COUNTY workday from 7:00 a.m. to 3:30 p.m. ASSOCIATION shall make arrangements for such exchanges in advance by telephone with COUNTY's Traffic Engineer. COUNTY is obligated to provide only its standard signage in these exchanges.

Section 7. Emergency Procedures.

(a) COUNTY's Traffic Engineer operates a twenty-four (24) hour sign service for damaged or stolen traffic regulatory signs such as stop signs, yield signs, do not enter signs, and some warning signs such as turn signs with speed advisory or chevron curve signs. In emergency situations when ASSOCIATION cannot immediately replace its signage, ASSOCIATION shall request emergency signage by contacting COUNTY's emergency contact and advising the individual of the emergency.

(b) When notified by the Seminole County Sheriff's Office or another responsible third party that any of ASSOCIATION's signage depicted in Exhibit "A" is downed or damaged, COUNTY shall replace such signage with appropriate standard COUNTY signage. COUNTY shall notify ASSOCIATION as soon as is reasonably possible of the replacement signage. In turn, ASSOCIATION shall advise COUNTY of its standard signage repair or replacement schedule for the restoration of ASSOCIATION signage.

Section 8. Maintenance and Operation. Upon installation of the posts and attachment of the signage, ASSOCIATION shall maintain full responsibility for maintenance and operation of signage subject to the provisions of this Agreement.

Section 9. Level of Maintenance. ASSOCIATION shall maintain the signage in accordance with all COUNTY policies. ASSOCIATION shall record all maintenance activities relative to the signage on a COUNTY approved log sheet and provide a copy of the log sheet to COUNTY on the first day of each month after maintenance has been performed.

Section 10. Repair, Modification, and Replacement. COUNTY may remove the signage for repair wherever it deems, in COUNTY's sole and exclusive discretion, that such action would be in the public interest. ASSOCIATION shall not replace or make any modifications,

excluding normal maintenance activities, to the signage without COUNTY's prior written approval, except in clear emergency situations, in which case COUNTY must be immediately notified as soon as possible thereafter.

Section 11. Level of Service. The posts and signage must handle vehicular traffic properly. COUNTY may make necessary modifications or replacements, at its sole cost, to accommodate the changing needs of traffic whenever COUNTY, in its sole and exclusive discretion, deems such action is appropriate.

Section 12. Agreement in Force. The parties understand and agree this Agreement will remain in force, to the extent permitted by law, during the life of the original installed posts and signage and during the life of any replacement posts and signage installed by ASSOCIATION with the consent of COUNTY.

Section 13. Indemnification. ASSOCIATION shall indemnify and hold harmless COUNTY from any and all liability, costs, claims, and judgment, including, but not limited to, attorneys' fees whether resulting from litigation or not, arising out of or allegedly arising out of or related to this Agreement in any way for the design, placement, installation, modification, use, reinstallation, or replacement of the posts due to the acts or omissions of ASSOCIATION, its officers, members, contractors, subcontractors, workers, employees, agents, guests, or representatives, respectively. ASSOCIATION further agrees to obtain insurance coverage for the posts as the COUNTY may require.

Section 14. Insurance.

(a) ASSOCIATION shall provide, pay for, and maintain in force at all times during the term of this Agreement, General Liability Insurance as will provide to COUNTY the protection contained in the foregoing indemnification provision.

(b) Policies must be issued only by companies authorized by certificates of authority or letters of eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds and such policies must provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds. The insurance must apply on a primary and non-contributory basis and must provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees.

(c) ASSOCIATION shall carry Commercial General Liability Insurance of not less than ONE MILLION AND NO/100 DOLLARS for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) on account of any one (1) occurrence with a General Aggregate of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00).

(d) Prior to commencement of work under this Agreement, ASSOCIATION shall furnish to COUNTY a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section. The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, ASSOCIATION shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10)

days after the expiration or replacement of the insurance for which a previous certificate has been provided. COUNTY may require ASSOCIATION to deliver a certified copy of such policies to COUNTY.

(e) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (1) loses its Certificate of Authority or Letter of Eligibility, (2) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (3) fails to maintain the Best's Rating and Financial Size Category, then ASSOCIATION shall immediately notify COUNTY as soon as ASSOCIATION has knowledge of any such circumstance. Further, ASSOCIATION shall immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as ASSOCIATION has replaced the unacceptable insurer with an insurer acceptable to COUNTY, ASSOCIATION will be in default of this Agreement.

(f) The maintenance of the insurance coverage set forth in this Agreement will not be construed to limit liability of ASSOCIATION under the provisions of Section 13 above.

(g) ASSOCIATION shall insert the substance of this Section, including this subsection (g), in all contracts and subcontracts under or related to this Agreement.

Section 15. Public Records.

(a) ASSOCIATION acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time, to release public records to members of the public upon request. ASSOCIATION acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be amended

from time to time, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, ASSOCIATION shall provide COUNTY with all requested public records in ASSOCIATION's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time.

(b) ASSOCIATION specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes (2023), as this statute may be amended from time to time, with regard to public records and shall and shall perform the following:

(1) ASSOCIATION shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.



(2) ASSOCIATION shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time, or as otherwise provided by law.

(3) ASSOCIATION shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, ASSOCIATION shall transfer, at no cost to COUNTY, all public records in possession of ASSOCIATION, or keep and maintain public records required by COUNTY under this Agreement. If ASSOCIATION transfers all public records to COUNTY upon completion of this Agreement, ASSOCIATION shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ASSOCIATION keeps and maintains the public records upon completion of this Agreement, ASSOCIATION shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to ASSOCIATION. ASSOCIATION may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2023), as this statute may be amended from time to time.

(e) **IF ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY TRAFFIC ENGINEER, AT 407-665-5678, TrafficAdmin@seminolecountyfl.gov, SEMINOLE COUNTY TRAFFIC DIVISION, 140 BUSH LOOP, SANFORD, FL 32773.**

Section 16. Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements of understandings applicable to the matters contained in this Agreement and the parties acknowledge that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement.

Section 17. Assignments. Neither of the parties to this Agreement may assign this Agreement, nor any interest arising under this Agreement, without the written consent of the other party.

Section 18. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same formality and of equal dignity with this Agreement.

Section 19. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, 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 20. Independent Contractor. Nothing contained in this Agreement is intended or should be construed as in any manner creating or establishing a relationship of employee, agent, representative, partner, or any similar relationship between the parties, or as constituting ASSOCIATION, including its officers, employees, and agents, as the partner, agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. ASSOCIATION is to be and will remain forever an independent agency, entity, and organization with respect to all matters arising under or related to this Agreement.

Section 21. Disclaimer of Third-Party Beneficiaries. This Agreement is made for the sole benefit of the parties to this Agreement and their respective successors and assigns and is not intended to and does not benefit any third party. No third party has any rights under this Agreement or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 22. Representative of COUNTY and ASSOCIATION.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. COUNTY, upon request by ASSOCIATION, shall designate in writing and shall advise ASSOCIATION in writing of one (1) or more COUNTY employees to whom all communication pertaining to the day-to-day conduct of this Agreement will be addressed. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) ASSOCIATION shall, at all times, designate or appoint one (1) or more representatives of ASSOCIATION who are authorized to act on behalf of ASSOCIATION regarding all matters involving the conduct of the performance pursuant to this Agreement. ASSOCIATION shall keep COUNTY continually and effectively advised of this designation.

(c) The undersigned persons signing on behalf of ASSOCIATION represent: (1) they are the designated officer or general partner acting for ASSOCIATION; (2) this Agreement has been reviewed and duly approved for execution by all necessary officers and directors of the named entity for which the undersigned persons purport to sign with all the formalities required by law for the named entity to enter into a binding agreement; and (3) the respective entity has likewise authorized the undersigned to bind ASSOCIATION to the terms and conditions contained in this Agreement.

Section 23. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt request as follows:

For COUNTY:

Seminole County Traffic Engineer
140 Bush Loop
Sanford, FL 32773

For ASSOCIATION:

Markham Meadows Homeowners Association, Inc.
c/o Specialty Management Company
1000 Pine Hollow Point
Altamonte Springs, FL 32714

Either party may change, by written notice as provided in this Section, the address or person for receipt of notice.

Section 24. Compliance with Law. ASSOCIATION shall comply with all federal, state, and local laws, rules, and regulations.

Section 25. Conflict of Interest.

(a) Each party agrees that it 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 which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2023), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent, or employee of that party has any material interest (as defined as over 5% in Section 112.312(15), Florida Statutes (2023), as this statute may be amended from time to time) 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 26. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

Section 27. Parties Bound. This Agreement is binding upon and inures to the benefit of ASSOCIATION and COUNTY, and their successors and assigns.


Section 28. 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.

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

ATTEST:

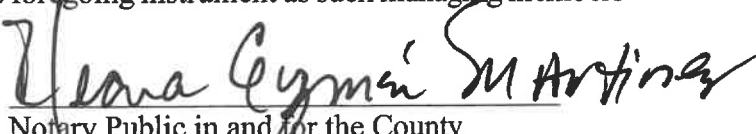

LINDA J. SIMONE, SECRETARY
FL Lic # 5550-530-63-678-0

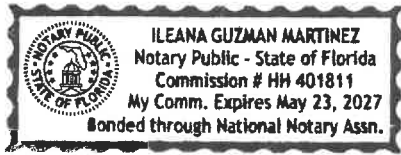
MARKHAM MEADOWS
HOMEOWNERS ASSOCIATION, INC.

By: 
PHILIP ULERICH, President FL Lic
4462-672-54-129-0
Date: 11-16-23

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 16 day of November, '2023 by Philip Ulerich and Linda J. Simone, as President and Secretary, respectively, of Markham Meadows Homeowners Association, Inc. who are personally known to me or who have produced FL license as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of the corporation.


Notary Public in and for the County
and State aforementioned



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 of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
202__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DGS/sfa
11/28/2023

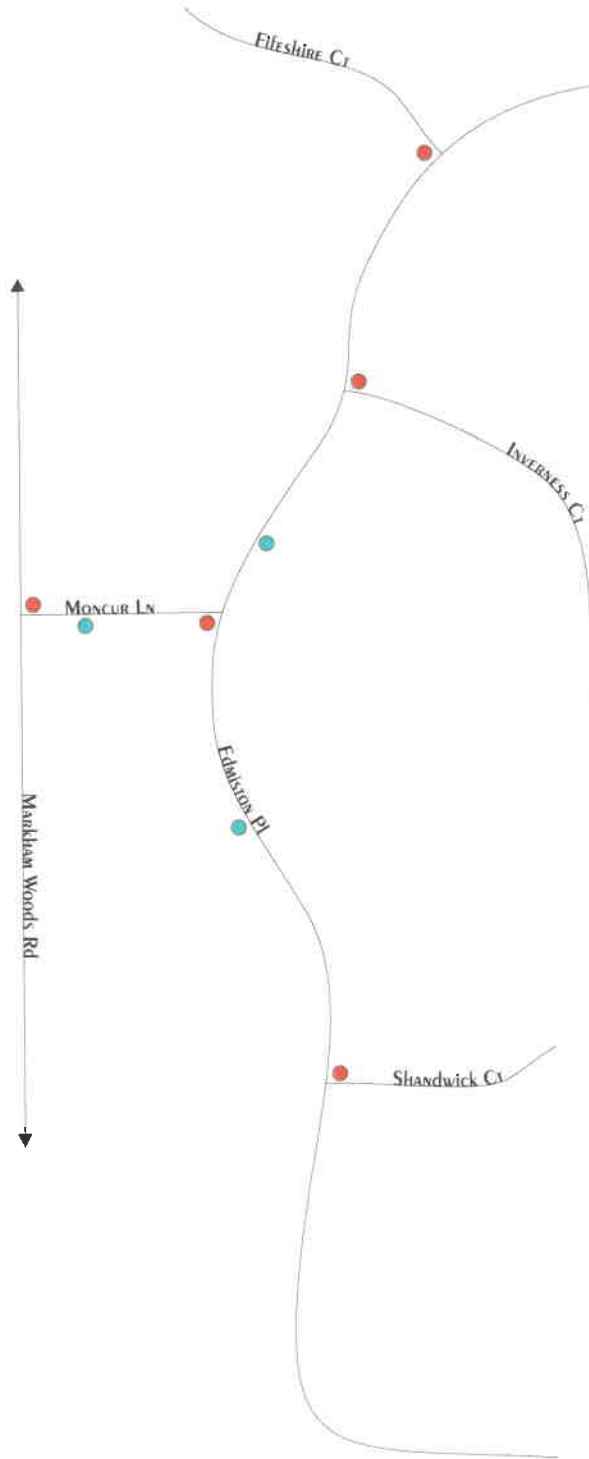
Attachment:

Exhibit "A" – Signage Location Map

P:\Users\Legal Secretary CSB\Public Works\Traffic\2023\Markham Meadows HOA Decorative Sign Agt-WCT comments-1.docx



MARKHAM MEADOWS HOA
DECORATIVE SIGN AGREEMENT
JANUARY 2024
Exhibit A



	• Stop
	• Speed Limit 25

EXHIBIT A