

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Regency Estates Property Owners' Association, Inc., Signage Agreement

**DEPARTMENT:** Public Works      **DIVISION:** Traffic Engineering

**AUTHORIZED BY:** *[Signature]*      **CONTACT:** *NCB*  
*for* Gary Johnson, P.E., Director      Melonie C. Barrington, P.E. EXT. 5676  
County Traffic Engineer

Agenda Date <u>05/10/05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Signage Agreement between Seminole County and the Regency Estates Property Owners' Association, Inc.

District 1 – Commissioner Dallari      (Melonie Barrington, P.E.)

**BACKGROUND:**

Traffic Engineering has received a request to execute a Signage Agreement from the Regency Estates Property Owners' Association, Inc., for the purpose of installing decorative posts with regulatory signs within their subdivision.

The Association by this Agreement agrees to pay for any increased costs relating in any way to the non-standard posts, signage and associated structures.

Attachment: Agreement

Reviewed by:
DFS: _____
Co Atty: <u>Ans</u>
Other: <u>[Signature]</u>
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CPWTE01</u>

**SEMINOLE COUNTY AND  
REGENCY ESTATES PROPERTY OWNERS' ASSOCIATION, INC.  
SIGNAGE AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and 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, hereinafter referred to as "COUNTY," and REGENCY ESTATES PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, whose principal address is 1031 West Morse Boulevard, Suite 350, Winter Park, Florida 32789, hereinafter 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 desires to utilize sign posts that are not the standard used by the COUNTY for aesthetic reasons in those certain areas of Seminole County known as Regency Estates Subdivision; and

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

**WHEREAS**, COUNTY has agreed to provide standard street and traffic signage and allow ASSOCIATION to install and maintain non-standard posts subject to 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 herein, ASSOCIATION and COUNTY agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to establish the terms and conditions by which COUNTY shall permit ASSOCIATION to attach the COUNTY's standard street and traffic signage to non-standard posts and to install and maintain such posts.

**Section 2. Term.** This Agreement shall become effective upon execution by all parties and terminate on the same date five (5) years hence. The Agreement shall automatically be renewed thereafter for successive periods of one (1) year each, unless earlier terminated as provided herein.

**Section 3. Termination.** This Agreement may be terminated by either party 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 4. Signage.**

(a) ASSOCIATION shall acquire and install, at its sole cost, the posts at the signage locations established by COUNTY in the subdivision. ASSOCIATION shall attach, at its sole cost, the standard street and traffic signage provided by COUNTY to such posts.

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

- (1) the type of post to be installed;

- (2) the location of the posts; and
- (3) the authorized signature of the individual making the request on

behalf of ASSOCIATION.

(c) It shall be ASSOCIATION's sole and exclusive obligation to replace lost, stolen or damaged posts with replacement posts unless ASSOCIATION requests that COUNTY reinstate its standard signage program. Such request by ASSOCIATION shall be in writing and with no less than thirty (30) days' advance written notice.

**Section 5. Final Signage Plans and Related Matters.**

(a) ASSOCIATION shall provide COUNTY with the proposed design plans and specifications for all posts to be installed and COUNTY shall review the plans and specifications and respond appropriately. COUNTY shall be the sole and exclusive party with approval authority as to all final plans and specifications. Prior to commencement of any installation activities by ASSOCIATION, COUNTY's written approval must be obtained. COUNTY will perform an annual inspection to verify that ASSOCIATION is in compliance with signage standards as outlined below.

(b) Signage standards shall be as follows:

(1) ASSOCIATION shall comply with applicable signage installation and maintenance regulations set forth in the Manual on Uniform Traffic Control Services promulgated by the U.S. Department of Transportation Federal Highway Administration; *Chapter 316, Florida Statutes*; *Chapter 250, Seminole County Code*; and Seminole County Land Development Code Appendix A.

(2) Method for obtaining replacement signage from COUNTY: Faded or damaged signs may be traded 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. Arrangements must be made, in advance, by telephone with COUNTY's Traffic Engineer. The signage provided by COUNTY shall be COUNTY's standard signage.

(3) 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 and do not enter signs as well as 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 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/replacement schedule for the restoration of ASSOCIATION signage.

**Section 6. 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 7. 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 same to COUNTY on the first day of each month after maintenance has been performed.

**Section 8. Repair, Modification and Replacement.** It is hereby understood and agreed by the parties hereto that COUNTY may remove the signage for repair wherever it deems, in its 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 shall be immediately notified.

**Section 9. Level of Service.** It is expressly understood and agreed by the parties hereto that the effect of the posts must be such that traffic will be properly handled. Necessary modifications or replacements may be made by COUNTY, at its sole cost, to accommodate the changing needs of traffic whenever it deems such action appropriate in its sole and exclusive discretion.

**Section 10. Agreement in Force.** It is understood and agreed to by the parties hereto that this Agreement shall, to the extent permitted by law, remain in force during the life of the original installed posts and any replacement posts installed by ASSOCIATION with the consent of COUNTY.

**Section 11. Indemnification.**

(a) ASSOCIATION does hereby 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 this Agreement in any way; 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, and ASSOCIATION further agrees to cause the posts to be covered by such insurance as may be required by COUNTY.

(b) For purpose of liability, the COUNTY is protected by sovereign immunity in accordance with State law. This Agreement shall not constitute a waiver of immunity by such parties nor the ASSOCIATION's consent to such parties' waiver thereof as to any matter to which such immunity would apply, except to the limited extent set forth in *Section 768.28, Florida Statutes*.

**Section 12. Insurance.**

(a) ASSOCIATION shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Worker's Compensation Insurance, General Liability Insurance, and Property Damage Insurance as will provide to COUNTY the protection contained in the foregoing Indemnification provision.

(b) All insurance policies shall be issued only by companies authorized by certificates of authority issued to the companies by the Office of Insurance Regulation 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. Said companies issuing insurance policies for Worker's Compensation shall additionally meet the requirements as set forth under *Chapter 440, Florida Statutes*.

(c) The ASSOCIATION shall protect COUNTY by securing insurance policies that shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. The ASSOCIATION shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) 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 TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) on account of any one (1) occurrence.

(2) Property Damage Insurance. The ASSOCIATION shall carry limits of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) on account of any one (1) occurrence.

(3) Worker's Compensation Insurance. The ASSOCIATION shall carry the minimum limits, and comply with all requirements, as set forth under *Chapter 440, Florida Statutes*.

(d) The ASSOCIATION shall specifically name "SEMINOLE COUNTY, a political subdivision of the State of Florida" as additional insured under said General Liability Insurance and Property Damage Insurance policies.

(e) Prior to commencement of work hereunder, ASSOCIATION shall furnish to COUNTY a certificate of insurance evidencing the insurance required under this Agreement. Said certificate shall name and list COUNTY as certificate holder under all policies and as additional insured under the General Liability Insurance and Property Damage Insurance policies.

(f) The policies and certificate of insurance shall additionally contain and list endorsements from the company that is issuing the policies: (i) that said company meets the requirements set forth in Section 12(b) of this Agreement, (ii) that any cancellation or any material change in the policies adversely affecting the interests of COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to COUNTY, and (iii) that the Association agrees to indemnify, hold harmless and defend COUNTY, their commissioners, officers, agents, servants and employees, individually or collectively, in accordance with Section 11 of this Agreement. COUNTY may require a certified copy of such policies to be delivered by ASSOCIATION at any time.

(g) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with *Chapter 440, Florida Statutes*, or (iii) fail to maintain the Best's Rating and Financial Size Category, as stated in Section 12(b) of this Agreement, ASSOCIATION shall, as soon as ASSOCIATION has knowledge of any such circumstance, immediately notify COUNTY and 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 shall be deemed to be in default of this Agreement.

(h) The maintenance of the insurance coverage set forth herein shall not be construed to limit ASSOCIATION's liability under the provisions of Section 11 of this Agreement.

(i) ASSOCIATION shall require that each and every one of its Contractors and their Subcontractors who perform any work relating to this Agreement carry, in full force and effect, General Liability Insurance, Property Damage Insurance, and Workers' Compensation Insurance coverages of the type which ASSOCIATION is required to obtain under the terms of this Agreement with appropriate limits of insurance and with adherence to the requirements as set forth under this Agreement. Nothing set forth herein shall be construed to limit the ASSOCIATION's liability under this Agreement or to relieve the ASSOCIATION from meeting any of the requirements and provisions as set forth under this Agreement.

(j) If ASSOCIATION, including any one of its Contractors or their Subcontractors who perform any work relating to this Agreement, fails to maintain insurance coverage sufficient to meet the terms and conditions of this Agreement, then the COUNTY may immediately terminate this Agreement.

(k) ASSOCIATION, including each and every one of its Contractors and their Subcontractors who performs any work relating to this Agreement, shall insert the substance of this clause, including this subsection (k), in all contracts and subcontracts hereunder, if any.

**Section 13. Public Records.** ASSOCIATION shall allow public access to all documents, papers, letters or other material subject to the provisions of *Chapter 119, Florida Statutes*, which are made or received in conjunction with this Agreement. Failure by ASSOCIATION to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement.

**Section 14. All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements of understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document.

**Section 15. Assignments.** Neither of the parties to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

**Section 16. Modifications, Amendments or Alternations.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 17. Independence of ASSOCIATION.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of employee, contractor, agent, representative, partner of any similar relationship between the parties, or as constituting ASSOCIATION, including its officers, employees and agents, the partner, agent, contractor, representative or employee of COUNTY for any purpose or in any manner whatsoever. ASSOCIATION is to be and shall remain forever an independent agency, entity and organization with respect to all matters arising under this Agreement.

**Section 18. Representative of COUNTY and ASSOCIATION.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will 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 the Agreement shall be addressed. The designated representative shall 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 in behalf of ASSOCIATION regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

**Section 19. 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**

Traffic Engineer  
Traffic Engineering Division  
Public Works Department  
140 Bush Loop  
Sanford, Florida 32773

**FOR ASSOCIATION**

Mr. Marek Bakun, Vice President,  
c/o Regency Estates Property Owners'  
Association, Inc.  
151 Southhall Lane  
Suite 200  
Maitland, Florida 32751

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

**Section 20. Compliance with Law.** ASSOCIATION agrees to comply with all Federal, State and local laws, rules and regulations.

**IN WITNESS THEREOF**, the parties have caused these presents to be executed this 19 day of April, 2005.

**ATTEST:**  
Signed, sealed and delivered  
in our presence as witnesses

**REGENCY ESTATES PROPERTY OWNERS' ASSOCIATION, INC.**

Becky J. Boucher  
Signature

By: [Signature]  
Marek Bakun, Vice President

BECKY J. BOUCHER  
Print Name

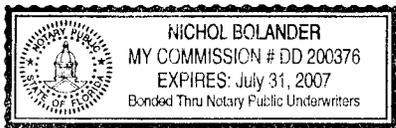
Date: 4/19/05

Nichol Bolander  
Signature

Nichol Bolander  
Print Name

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19 day of April 2005, by Marek Bakun, the Vice President of REGENCY ESTATES PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



Nichol Bolander  
Print Name Nichol Bolander  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 7-31-07  
Serial No. DD266376

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

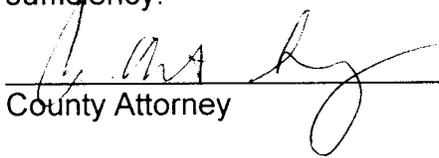
\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON D. HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2005, regular meeting.

  
\_\_\_\_\_  
County Attorney

AS/dre  
04/14/05

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