

**BROWARD COUNTY TRAFFIC
ENGINEERING AGREEMENT**

City of Pembroke Pines

Original 10/27/1983

Amendment 12/17/1984

10/27/83

TRAFFIC ENGINEERING AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of July, A.D. 1983, by and between:

BROWARD COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY;" and

The City of Pembroke Pines, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY;"

W I T N E S S E T H:

WHEREAS, Section 316.006(2), Florida Statutes, grants municipalities original jurisdiction over all streets and highways located within their boundaries, except state roads, and grants said cities authority to place and maintain traffic control devices which conform to the manual and specifications of the State Department of Transportation upon all streets and highways under their original jurisdiction, as they shall deem necessary, to indicate and to carry out the provisions of Chapter 316 or to regulate, warn, or guide traffic; and

WHEREAS, The City of Pembroke Pines presently has a traffic engineering function authorized and directed to carry out the matters authorized by Section 316.006(2), Florida Statutes; and

WHEREAS, the Broward County Charter, Section 1.050, provides that county government shall have the power and authority to assume and perform all functions and obligations now or hereinafter performed by any municipality whenever such municipality shall request the performance or transfer of the function to the COUNTY; and

WHEREAS, it has been determined that a centralized agency responsible for the installation, operation and maintenance of traffic control devices, throughout Broward County, Florida, is the most economical and efficient means of providing such needed service; and

WHEREAS, as part of this centralization of functions, CITY and COUNTY have agreed to transfer the functions, authority, powers, responsibilities and duties of the CITY'S Traffic Engineering function pertaining to the planning, installation, operation and maintenance of traffic control devices to the COUNTY pursuant to terms and conditions of this Agreement; and

WHEREAS, as a part of the consideration for the entering into of this Agreement, the COUNTY has agreed to assume the current funding obligation for the operation transferred hereunder, pursuant to the terms of this Agreement; and

WHEREAS, as part of the consideration for this Agreement, CITY has agreed to transfer to COUNTY certain equipment, materials and supplies enumerated hereunder; and

WHEREAS, Florida Statutes, Section 125.01(3), authorizes the COUNTY to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for the performance of the COUNTY of certain of the CITY'S authorized functions.

NOW, THEREFORE, IN CONSIDERATION of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

I. TRANSFER OF FUNCTIONS AND DUTIES.

CITY agrees to transfer to COUNTY, and the COUNTY agrees to accept and perform the following functions and duties in order to protect the welfare of the public, which functions and duties were formerly performed by CITY:

- (a) Install stop or yield signs necessary to govern traffic.
- (b) Install and maintain traffic signals where necessary.
- (c) Prohibit or restrict left, right and U-turns.
- (d) Designate crosswalks, establish safety zones and mark traffic lanes.
- (e) Designate one-way streets.
- (f) Establish no-parking, no-standing and no-stopping regulations.
- (g) Establish play streets.
- (h) Establish emergency and experimental regulations.
- (i) Establish on-street truck and passenger loading zones.
- (j) Establish speed limits.
- (k) Establish no passing zones.
- (l) Designate public carrier stands.
- (m) Establish traffic control guidelines for all roadway construction and maintenance operations.

(n) Prohibit use of streets by trucks.

(o) Prohibit use of streets by bicycles.

The COUNTY shall perform the above-described functions and duties through its Division of Traffic Engineering or any successor division which may be created. The COUNTY shall be fully responsible for all repair and maintenance concerning the items delineated in paragraphs (a) through (o) above, but it is understood and agreed that CITY shall have the duty and obligation to notify COUNTY promptly when CITY receives notice, or has either actual or constructive knowledge, of any and all defects, malfunctions, failings or imperfections in the installation or operation of traffic regulation equipment, signs, and signals as encompassed under this Agreement or if any said equipment, signs and signals are in need of repair, replacement, or maintenance.

All regulations established by the Traffic Engineering Department of COUNTY shall be made only after an engineering study has shown that the regulation is proper. All signs, signals and markings and the placement thereof shall be in conformance with the manual on Uniform Traffic Control Devices published by the State Department of Transportation. No regulation will be effective unless proper signs, signals and/or markings are in place.

2. ENCROACHMENTS.

It is understood and agreed that CITY shall retain the power to grant encroachments as provided by its Code of Ordinances subject, however, to the right of the COUNTY Traffic Engineering Division to review any proposed encroachments in order to ascertain whether the same will constitute a traffic hazard. If the COUNTY Traffic Engineering Division determines that said encroachment agreement will constitute a traffic hazard, then such encroachment agreement shall not be executed. With regard to existing encroachment agreements, the COUNTY Traffic Engineering Division shall review the same at the request of the CITY or may review the same at its own option in order to determine whether or not the same constitute traffic hazards. If the COUNTY Traffic Engineering Division does so determine that any of such encroachment agreements do in fact constitute a traffic hazard or hazards, the COUNTY Traffic Engineering Division shall notify the CITY and CITY shall take such steps as may be necessary to effect the removal of such encroachments at CITY expense.

3. RETENTION BY CITY OF FUNCTIONS AND DUTIES NOT TRANSFERRED.

It is specifically understood and agreed that all rights and powers as may be vested in the CITY pursuant to Chapter 316 of the Florida Statutes or any other law or ordinance or Charter provision of CITY and not specifically transferred to COUNTY hereunder shall be retained by CITY. It is further understood and agreed that CITY is not transferring any of its traffic enforcement functions, rights or duties by the execution of this Agreement, and CITY shall fully retain such traffic enforcement functions, rights and duties together with all rights of enforcement of CITY traffic ordinances or state traffic statutes.

4. TRANSFER OF MATERIALS, SUPPLIES AND EQUIPMENT.

The CITY transfers ownership to the COUNTY of those materials, supplies and equipment contained within and used exclusively by the CITY'S traffic engineering function, such materials, supplies, and equipment being those itemized and described in the list attached hereto as Exhibit "A" and made a part of this Agreement; and, the CITY shall execute a Bill of Sale Absolute for transfer of title to the COUNTY, and shall transfer possession of these materials, supplies and equipment.

5. TRANSFER OF OWNERSHIP OF TRAFFIC CONTROL DEVICES.

The CITY transfers ownership to the COUNTY of all traffic control devices presently installed within and owned by the CITY; and, the CITY shall execute a Bill of Sale Absolute for the transfer of title to the COUNTY of these devices.

6. PAYMENT OF UTILITIES FOR TRAFFIC CONTROL DEVICES.

As part of the assumption of the CITY'S traffic engineering functions, duties and responsibilities, COUNTY agrees to be responsible for and to pay utility bills for traffic control devices located within the CITY limits, but said responsibility shall not include responsibility for utility bills for street lights.

7. ASSIGNMENT OF CITY'S OUTSTANDING AGREEMENTS.

The CITY hereby assigns to the COUNTY all the rights and duties of existing outstanding agreements of the CITY Traffic Engineering function, and the COUNTY hereby assumes all performance required by the CITY in said contracts, a list of which is attached to this Agreement as Exhibit "B", and made a part hereof. No Agreement shall be assumed which is not enumerated in Exhibit "B".

8. COUNTY TO PROVIDE NECESSARY FINANCIAL SUPPORT UNDER AGREEMENT.

The COUNTY agrees to provide in its annual budget the financial support necessary for the purposes set forth in this Agreement.

9. APPLICATION FOR STATE AND FEDERAL GRANTS BY COUNTY.

The CITY agrees to allow the COUNTY to apply for and accept any State or Federal grants, loans, or other programs, which may become available to the COUNTY by virtue of the transfer of this function from the CITY to the COUNTY.

10. CITY ORDINANCES TO CONFORM TO AGREEMENT.

The CITY agrees to make whatever changes to its code of ordinances that are necessary to fully implement the provisions of this Agreement.

11. REASONABLE REQUESTS OF CITY.

The COUNTY and the Traffic Engineering Division of COUNTY agree to accede to and to implement all reasonable written requests of CITY promulgated by either the CITY Manager of CITY or by Resolution of the CITY Commission of CITY for the installation, retention, or removal of traffic control devices within the CITY, and further agree to accede to and to implement all reasonable requests of the CITY with regard to any of the duties and functions specified in paragraph 1 above, so long as such requests accord with the manual and specifications of the State Department of Transportation and commonly accepted standards of traffic engineering. No request of CITY as set forth herein shall alter or affect the provisions of paragraph 13 below.

12. INDEMNIFICATION.

COUNTY shall indemnify, hold harmless and defend CITY for all claims and damages incurred as a result of work performed by COUNTY, its agents or employees pursuant to the terms of this Agreement to the extent allowed by law. It is specifically understood and agreed that COUNTY does not indemnify CITY for the negligent acts or omissions of CITY'S agents or employees or the neglect or omission of CITY to notify COUNTY promptly when CITY receives notice, or has either actual or constructive knowledge, of any and all defects, imperfections, malfunctions, or failings of the traffic regulation equipment, signs or signals or any required repairs, replacement or maintenance of the traffic regulation equipment, signs or signals provided under the terms of this Agreement.

13. CANCELLATION.

This Agreement may be cancelled by CITY or COUNTY upon formal written notice given at least ninety (90) days prior to the next succeeding October 1st and said October 1st shall be the effective date of such cancellation. On or before the effective date of such cancellation, the COUNTY shall transfer to the CITY an inventory comparable to that described in paragraphs 5 and 6 hereinabove and the exhibits related thereto, or at the option of the CITY will make a lump sum payment to the CITY in an amount equal to the value of the above-referenced inventory as of the date the lump sum payment is to be made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 25 day of October, 1983, and City of Pembroke Pines, signing by and through its Mayor duly authorized to execute same.

COUNTY

ATTEST:

Chene Bruce
County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

BY

Nicki E. Grossman
Its Chairman

27 day of Oct, 1983

Approved as to form and legality by
Office of General Counsel
for Broward County, Florida
HARRY A. STEWART, General Counsel
Room 248, Courthouse
Fort Lauderdale, Florida 33301

BY

Rene A. Foglia
Assistant General Counsel

TRAFFIC ENGINEERING AGREEMENT

CITY

City of Pembroke Pines

WITNESS:

Raymond Sturges
Elizabeth A. Miller

By Charles W. Sloman
Mayor

20 day of July, 19 83.

Approved as to Form and
Legality:

By: [Signature]
20 day of July, 19 83.

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2/28/83
#83-171

12/17/84

AMENDMENT TO
TRAFFIC ENGINEERING AGREEMENT

Between

BROWARD COUNTY

And

CITY OF PEMBROKE PINES

(Standard Form)

AMENDMENT TO
TRAFFIC ENGINEERING AGREEMENT

Between

BROWARD COUNTY

And

CITY OF PEMBROKE PINES

(Standard Form)

THIS IS AN AMENDMENT to the Traffic Engineering Agreement between: BROWARD COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY;" and

CITY OF PEMBROKE PINES, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY;"

W I T N E S S E T H:

WHEREAS, the COUNTY performs certain traffic engineering functions for CITY, pursuant to a written Traffic Engineering Agreement;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and premises set forth in said Traffic Engineering Agreement and this Amendment, the COUNTY and the CITY agree as follows:

Section 1. The second paragraph of Section 1 of said Traffic Engineering Agreement is amended to read as follows:

1. TRANSFER OF FUNCTIONS AND DUTIES.

. . .

The COUNTY shall perform the above-described functions and duties through its Division of Traffic Engineering or any successor division which may be created. The COUNTY shall be fully responsible for all repair and maintenance concerning the items delineated in paragraphs (a) through (o) above, but it is understood and agreed that CITY shall have the duty and obligation to notify COUNTY promptly when CITY receives actual notice of any and all defects, malfunctions, failings or imperfections in the installation or operation of traffic regula-

tion equipment, signs, and signals as encompassed under this Agreement or if any said equipment, signs and signals are in need of repair, replacement, or maintenance.

The remainder of Section 1 of said Traffic Engineering Agreement is unchanged.

Section 2. Section 12, INDEMNIFICATION, of said Traffic Engineering Agreement is amended to read as follows:

12. INDEMNIFICATION.

COUNTY shall indemnify, hold harmless and defend CITY for all claims and damages incurred as a result of work performed by COUNTY, its agents or employees, pursuant to the terms of this Agreement to the extent allowed by law. It is specifically understood and agreed that COUNTY does not indemnify CITY for the negligent acts or omissions of CITY'S agents or employees or the neglect or omission of CITY to notify COUNTY promptly when CITY receives actual notice of any and all defects, imperfections, malfunctions, or failings of the traffic regulation equipment, signs or signals or any required repairs, replacement or maintenance of the traffic regulation equipment, signs or signals provided under the terms of this Agreement.

Section 3. All provisions of said Traffic Engineering Agreement in conflict with this Amendment shall be and are hereby changed to conform with this Amendment.

Section 4. All provisions not in conflict with this Amendment shall remain in full force and effect.

Section 5. This Amendment is made a part of said Traffic Engineering Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 19____, and CITY OF PEMBROKE

PINES, signing by and through _____
duly authorized to execute same.

COUNTY

ATTEST:

Chloe Bruce
County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By *Scott I. Cowan*
SCOTT I. COWAN, Chairman
17 day of *Dec*, 1984.

Approved as to form and legality by
Office of General Counsel
for Broward County, Florida
SUSAN F. DELEGAL, General Counsel
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By *René A. Foglia* 2/26/85
RENE A. FOGLIA
Assistant General Counsel

CITY

ATTEST:

Charles L. Dodge
City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Thuy
City Attorney

CITY OF PEMBROKE PINES

By *Richard W. Dwyer*
Mayor

13 day of *February*, 1985.

By *Robert J. ...*
City Manager

CITY COMMISSION APPROVED 2/6/85

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Amended Standard