

RESOLUTION NO. 2001-12

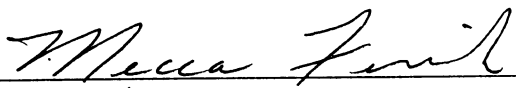
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR TRAFFIC ENGINEERING FUNCTIONS AND SERVICES; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

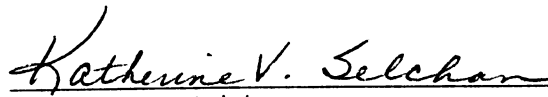
Section 1: Agreement. The Agreement between Broward County and the Town of Southwest Ranches Providing for Traffic Engineering Functions and Services, and attached hereto as Exhibit "A", is hereby approved.

Section 2: Effective Date. This Resolution shall become effective immediately upon its adoption.


PASSED AND ADOPTED this 14th day of December, 2000.

  
\_\_\_\_\_  
Mecca Fink, Mayor

Attest:

  
\_\_\_\_\_  
Katherine V. Selchan  
Interim Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D.  
Town Attorney

TRAFFIC ENGINEERING AGREEMENT

between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES

TRAFFIC ENGINEERING AGREEMENT

between

BROWARD COUNTY

and

TOWN OF SOUTHWEST RANCHES

This is an Agreement made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

TOWN OF SOUTHWEST RANCHES, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "TOWN";

WITNESSETH:

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 municipalities 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, TOWN 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, TOWN and COUNTY have agreed to transfer the functions, authority, powers, responsibilities and duties of the TOWN'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 entering into this Agreement, 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, TOWN has agreed to transfer to COUNTY certain equipment, materials and supplies enumerated hereunder; and

WHEREAS, Section 125.01(1)(p), Florida Statutes, authorizes COUNTY to enter into agreements with other governmental agencies, within or outside the boundaries of COUNTY, for the performance by COUNTY of certain of the TOWN'S authorized functions; NOW, THEREFORE,

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

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Traffic Engineering Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

- 1.4 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 4.03 of the Broward County Charter.

ARTICLE 2  
TRANSFER OF FUNCTIONS AND DUTIES.

- 2.1 TOWN agrees to transfer to COUNTY, and 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 TOWN:
- (a) Install stop or yield signs where warranted, to govern traffic.
  - (b) Install and maintain traffic signals where warranted.
  - (c) Prohibit or restrict left, right and U-turns.
  - (d) Designate crosswalks, establish school zones, safety zones and mark traffic lanes.
  - (e) Designate one-way streets.
  - (f) Establish no parking, no standing and no stopping regulations.
  - (g) Install and maintain street name signs.
  - (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.

- 2.2 COUNTY shall perform the above-described functions and duties through its Division of Traffic Engineering or any successor division which may be created. 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 TOWN shall have the duty and obligation to notify COUNTY promptly when TOWN receives actual notice 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.
- 2.3 All regulations established by the Traffic Engineering Division 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.

RETENTION BY TOWN OF FUNCTIONS AND DUTIES NOT TRANSFERRED.

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

TRANSFER OF MATERIALS, SUPPLIES AND EQUIPMENT.

- 2.5 TOWN transfers ownership, to COUNTY of those materials, supplies and equipment contained within, and used exclusively by, TOWN'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 TOWN shall execute a Bill of Sale Absolute for transfer of title to COUNTY and shall transfer possession of these materials, supplies and equipment.

TRANSFER OF OWNERSHIP OF TRAFFIC CONTROL DEVICES.

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

ENCROACHMENTS.

- 2.7 It is understood and agreed that TOWN 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 TOWN or may review the same at its own option in order to determine whether or not the same constitutes 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 TOWN, and TOWN shall take such steps as may be necessary to effect the removal of such encroachments at TOWN'S expense.

APPLICATION FOR STATE AND FEDERAL GRANTS BY COUNTY.

- 2.8 TOWN agrees to allow COUNTY to apply for and accept any state or federal grants, loans, or other programs which may become available to COUNTY by virtue of the transfer of this function from TOWN to COUNTY.

TOWN ORDINANCES TO CONFORM TO AGREEMENT.

- 2.9 TOWN agrees to make whatever changes to its Code of Ordinances that are necessary to fully implement the provisions of this Agreement.

REASONABLE REQUESTS OF TOWN.

- 2.10 COUNTY and the Traffic Engineering Division of COUNTY agree to accede to and to implement all reasonable written requests of TOWN promulgated by either the TOWN Manager of TOWN or by resolution of the TOWN Commission of TOWN for the installation, retention, or removal of traffic control devices within the TOWN, and further agree to accede to and to implement all reasonable requests of TOWN with regard to any of the duties and functions specified in paragraph 1 herein, 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 TOWN as set forth herein shall alter or affect the provisions of paragraph 8.2 below.

ARTICLE 3  
PAYMENT OF UTILITIES FOR TRAFFIC CONTROL DEVICES.

- 3.1 As part of the assumption of the TOWN'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 TOWN limits, but said responsibility shall not include responsibility for utility bills for street lights.
- 3.2 COUNTY agrees to provide in its annual budget the financial support necessary for the purposes set forth in this Agreement.
- 3.3 TOWN shall reimburse COUNTY, on an annual basis, the franchise fees paid by COUNTY to FPL, pursuant to the Southwest Ranches Franchise Agreement, for those utility facilities within the Southwest Ranches Area. The reimbursement amount shall be based on the monthly invoice amounts detailed on COUNTY's utility bills received and paid by COUNTY to FPL. COUNTY shall provide TOWN a reimbursement request on or before October 30, of each year of the term of this Agreement. TOWN shall reimburse COUNTY for said fees, no later than the January 1, following the County's annual request for reimbursement is submitted.

ARTICLE 4  
ASSIGNMENT OF TOWN'S OUTSTANDING AGREEMENTS.

TOWN hereby assigns to COUNTY all the rights and duties in existing outstanding agreements for the TOWN's traffic engineering functions, and COUNTY hereby assumes all performance required by TOWN 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."

ARTICLE 5  
GOVERNMENTAL IMMUNITY

TOWN is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of



the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6  
INSURANCE

TOWN is a state agency as defined by Section 768.28, Florida Statutes, and TOWN shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement.

ARTICLE 7  
TERM AND TERMINATION

- 7.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend until terminated pursuant to this paragraph.
- 7.2 This Agreement may be terminated by TOWN 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, COUNTY shall transfer to TOWN an inventory comparable to that described in Sections 2.5 and 2.6, herein and the exhibits related thereto, or at the option of TOWN, will make a lump sum payment to TOWN in an amount equal to the value of the above-referenced inventory as of the date the lump sum payment is to be made.

ARTICLE 8  
MISCELLANEOUS

8.1 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Jihad El Eid, P.E., Director, Traffic Engineering  
2300 West Commercial Blvd.  
Fort Lauderdale, FL 33309

FOR TOWN:

Town Administrator  
210 North University Drive  
Suite 301  
Coral Springs, Florida 33071

With a copy sent to the Town Attorney:

Gary Poliakoff, Esq.  
3111 Stirling Road  
Fort Lauderdale, Florida 33312-6525

8.2 COMPLIANCE WITH LAWS

TOWN shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.3 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.4 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.5 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement,

requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

8.6 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, TOWN and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project.

8.7 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN.

8.8 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and 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 in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 8.7 above.

8.9 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.


8.10 MULTIPLE ORIGINALS

This Agreement may be fully executed in four (4) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

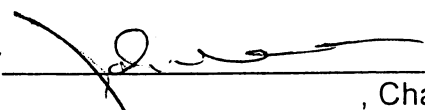
IN WITNESS WHEREOF, the parties hereto have made and executed this Traffic Engineering Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 17<sup>th</sup> day of April, 2001, and TOWN, signing by and through its Town Administrator duly authorized to execute same.

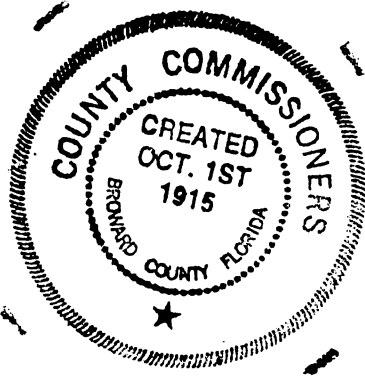
COUNTY

ATTEST:

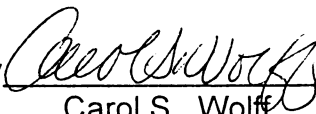
  
\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County  
Commissioners of Broward  
County, Florida

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By   
\_\_\_\_\_, Chair  
17<sup>th</sup> day of April, 2001.



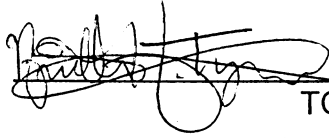
Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Edward A. Dion, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (305) 357-7600  
Telecopier: (305) 357-7641

By   
\_\_\_\_\_  
Carol S. Wolff  
Assistant County Attorney

TRAFFIC ENGINEERING AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES.

TOWN

ATTEST:


  
TOWN Clerk

TOWN OF SOUTHWEST RANCHES

By   
Town Administrator

14 day of February, 2001.

APPROVED AS TO FORM:

By   
Town Attorney

CSW:sl  
trafengr.SWR  
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11/16/00

TRAFFIC ENGINEERING AGREEMENT BETWEEN BROWARD COUNTY AND TOWN  
OF SOUTHWEST RANCHES

EXHIBIT "A"

INVENTORY OF MATERIALS, SUPPLIES AND EQUIPMENT

TRAFFIC ENGINEERING AGREEMENT BETWEEN BROWARD COUNTY AND TOWN  
OF SOUTHWEST RANCHES

EXHIBIT "B"

TOWN'S OUTSTANDING AGREEMENTS