FIRST AMENDMENT TO
TRAFFIC ENGINEERING AGREEMENT
Between
BROWARD COUNTY
And
CITY OF CORAL SPRINGS
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Between

BROWARD COUNTY

And

CITY OF CORAL SPRINGS

This is a First Amendment to the Traffic Engineering 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

CITY OF CORAL SPRINGS, 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 "CITY";

WITNESSETH:

WHEREAS, COUNTY performs certain traffic engineering functions for CITY, pursuant to a written Traffic Engineering Agreement entered into between COUNTY and CITY on June 18, 1985, (hereinafter referred to as the "Agreement" or "Traffic Engineering Agreement"); and

WHEREAS, the Agreement provides that COUNTY shall perform said traffic engineering functions on certain roadways itemized and described in Exhibit "C" of the Agreement; and

WHEREAS, CITY and COUNTY now desire to amend the Agreement to provide that COUNTY shall perform said traffic engineering functions on all the roadways within the boundaries of CITY; and

WHEREAS, COUNTY has requested that CITY install permanent pavement markings after any roadway resurfacing project; and

WHEREAS, COUNTY has requested that CITY remain responsible for the trimming and/or removing of any plant growth that obstructs any traffic control device or signage;
NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

Section 1. Each and every Whereas clause set forth above is a true and correct recital and representation and is incorporated herein as if set forth fully.

Section 2. Section 1, Transfer of Functions and Duties, of the Traffic Engineering Agreement is amended to read as follows:

1. 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.
(p) Install and maintain street name signs.
The COUNTY shall perform the above-described functions and duties through its Division of Traffic Engineering or any successor division which may be created, only on the roadways itemized and described in the list attached hereto as Exhibit "A" and made a part of this Agreement. Such roadways shall hereinafter be referred to as "COUNTY TRAFFIC ENGINEERING SYSTEM." The COUNTY shall be fully responsible for all repair and maintenance concerning the items delineated in paragraphs (a) through (p) above, only on the COUNTY TRAFFIC ENGINEERING SYSTEM, 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 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.

Notwithstanding the above, the CITY shall remain responsible for the trimming and/or removing of any plant growth that blocks or obstructs any traffic control device (or street sign). The COUNTY shall have the duty and obligation to notify CITY promptly when COUNTY receives actual notice of any obstruction of traffic control devices or signage.

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 Federal Highway Administration and with Roadway and Traffic Design Standards promulgated by the Florida Department of Transportation. No regulation will be effective unless proper signs, signals and/or markings are in place.

Section 3. Section 2, Encroachments, is hereby amended to read as follows:

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 on the COUNTY TRAFFIC ENGINEERING SYSTEM 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 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 CITY, and CITY shall take such steps as may be necessary to effect the removal of such encroachments at CITY'S expense.

Section 4. Section 4, Transfer of Materials, Supplies and Equipment, is hereby amended to read as follows:

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.

Section 5. Section 5, Transfer of Ownership of Traffic Control Devices, is hereby amended to read as follows:

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, on the COUNTY TRAFFIC ENGINEERING SYSTEM, and the CITY shall execute a Bill of Sale Absolute for the transfer of title to the COUNTY of these devices.

Section 6. Section 6, Payment of Utilities for Traffic Control Devices, is hereby amended to read as follows:

6. PAYMENT OF UTILITIES FOR TRAFFIC CONTROL DEVICES.

As part of the assumption of the CITY'S traffic engineering functions, duties and responsibilities on the COUNTY TRAFFIC ENGINEERING SYSTEM, COUNTY agrees to be responsible for and to pay utility bills for traffic control devices located within the CITY limits on the COUNTY TRAFFIC ENGINEERING SYSTEM, but said responsibility shall not include responsibility for utility bills for street lights.
Section 7. Section 11, Reasonable Requests of City, is hereby amended to read as follows:

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 on the COUNTY TRAFFIC ENGINEERING SYSTEM, 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 herein so long as such requests accord with the manual National Manual on Uniform Traffic Control Devices 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.

Section 8. A new Section 15 to said Traffic Engineering Agreement is added to read as follows:

15. PAVEMENT MARKINGS AFTER RESURFACING OF ROADWAY

CITY agrees to install permanent pavement marking materials, either thermoplastic or preformed tape on all roadway resurfacing projects as approved by Broward County Traffic Engineering Division.

Section 9. All provisions of said Traffic Engineering Agreement and amendment thereto in conflict with this First Amendment shall be and are hereby changed to conform with this First Amendment.

Section 10. All provisions not in conflict with this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its Chairman or Vice Chairman, authorized to execute same by Board action on the day of ________________, 19__, and City of Coral Springs, signing by and through its ______________, duly authorized to execute same.
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________________________
Chairman

___ day of ____________, 19___.

Approved as to form by
Office of County Attorney
Broward County, Florida
JOHN J. COPELAN, JR., County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600
Telexpier: (305) 357-7641

By________________________
Mary Frances Bakke
Assistant County Attorney
FIRST AMENDMENT TO TRAFFIC ENGINEERING AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF CORAL SPRINGS.

CITY

WITNESSES:

______________________________

______________________________

ATTEST:

______________________________
City Clerk

(CORPORATE SEAL)

CITY OF CORAL SPRINGS

By ________________________
Mayor-Commissioner

____ day of ____________, 19__

______________________________
City Manager

____ day of ____________, 19__

APPROVED AS TO FORM:

By ________________________
City Attorney