

From: [Howard Meltzer](#)
To: [Tedra Allen](#)
Subject: Fwd: Traffic Engineering Agreement
Date: Thursday, March 03, 2022 4:01:34 PM

Good afternoon, Tedra,

Please include Jacob's email (Subj: Traffic Engineering Agreement) as backup for Item 14 on our 3/8/22 meeting agenda.

Thanks
Howard

Begin forwarded message:

From: Howard Meltzer <HMeltzer@coopercityfl.org>
Subject: Fwd: Traffic Engineering Agreement
Date: March 3, 2022 at 3:44:54 PM EST
To: Howard Meltzer <HMeltzer@coopercityfl.org>

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From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Wednesday, March 2, 2022 4:28:08 PM
To: Howard Meltzer <HMeltzer@coopercityfl.org>
Cc: Joseph Napoli <JNapoli@coopercityfl.org>; Thomas Good <TGood@coopercityfl.org>
Subject: Traffic Engineering Agreement

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Commissioner,
The City's traffic engineering agreement with Broward County, dated June 21, 1994 (the "TEA"), as amended, regulates traffic engineering in the City, including the placement of stop signs.

The TEA provides for the transfer by the City and the acceptance by the County of certain enumerated functions and duties to protect the welfare of the public, including the "installation of stop or yield signs *where warranted* to govern traffic." The county's Traffic Engineering Division ("Division") administers the operational side of the TEA for the county. The TEA further provides that all regulations established by the Division shall be made *only after an engineering study has shown the regulation is proper*.

The TEA provides that the County and the Division *agree to accede* and to implement *all* reasonable, written requests of the City promulgated by either the City Manager *or by resolution of the City Commission* 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 in regards to any of the duties and functions specified in the TEA, so long as such requests are in conformance with certain state and national standards.

Note that the County assumes liability for traffic engineering implemented by the

County pursuant to the TEA. In the event that the City sought to unilaterally implement traffic engineering or control devices independent of the County and the procedures set forth in the TEA, the City would assume liability for such engineering efforts.

City staff may have some additional insight to offer as a supplement to this email.

Please let me know if you have any questions.

Jacob G. Horowitz



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