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**INTER-OFFICE CORRESPONDENCE**  
**MEMORANDUM NO. 2023-038**

TO: Mayor Frank Ortis  
Members of the City Commission

CC: Charles F. Dodge, City Manager  
Aner Gonzalez, Deputy City Manager  
Marty Gayeski, Deputy City Manager  
Karl Kennedy, City Engineer  
Steven Buckland, Director of Public Services

FROM: Samuel S. Goren, City Attorney *SSG*

DATE: April 25, 2023

RE: City of Pembroke Pines ("City") / City Attorney Report  
Meeting with Broward County – 1983 Traffic Engineering  
Agreement, as Amended (the "T.E.A.")

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On Thursday, April 20, 2023, the City precipitated and convened a meeting at the Broward County Governmental Center regarding the T.E.A.

Charlie Dodge, City Manager; Marty Gayeski, Deputy City Manager; Karl Kennedy, City Engineer; Steve Buckland, Public Services Director, and SSG, City Attorney attended on behalf of the City.

Drew Meyers, County Attorney; Al Dicalvo, Deputy County Attorney; Scott Brunner, Director, Public Works Department/Traffic Engineering Division; and, Trevor M.A. Fisher, Director, Public Works Department attended on behalf of the County.

(I) The purpose of the meeting was to address/to discuss/to evaluate certain terms, conditions and provisions of the T.E.A. as follows:

1. Installation and maintenance of reflective pavement markings, stop bars, edge lines;
2. Installation and maintenance of stop signs/stop bars;
3. Installation and maintenance of traffic signalization/stop lights;
4. Application and interpretation of certain applicable provisions of the Manual on Uniform Traffic Control Devices, as amended (the 'MTUCD');
5. Potential transition from the County to the City of certain yet-to-be defined services under the T.E.A;

6. Potential Amendment to the T.E.A. since 1984 while maintaining the integrity of the principle terms, conditions and provisions of the T.E.A. particularly in the areas of indemnification, traffic light syncing/signalization and related connectivity issues affecting traffic flow from inside and outside of the City;
7. Brief and limited discussion of the 'Cooper City T.E.A. Model only applied within Cooper City;
8. The City's possible withdrawal from the T.E.A. vis-à-vis the flow of identifiable funds from the State and/or the County's portion of available gas taxes and other revenue sources; and,
9. Potential allocation of responsibility by the County for the City to do and to perform, in limited circumstances, certain agreeable functions without either violating the T.E.A or amending it to reflect the authorization to the City using certain proportionate County and City funds for those purposes.

(II) The parties agreed to do the following:

1. The County will consider an amendment the City's T.E.A (not a termination) to contractually allow the City, on City streets/local roads, to install/maintain stop bars, pavement markings and the like. The County Attorney's Office is prepared to commence the drafting of such an amendment. It would be the first of its kind in the County since 1984;
2. To promptly study the potential availability for shared /proportionate funding from the County from available gas taxes and other County shared revenues that the County would potentially assign to the City for the activities set forth in #1, above;
3. To promptly study if the City could legally and contractually 'piggy-back' on existing County contracts where the County has achieved cost-savings from 'bulk purchases' County for certain items that the City could implement more timely and with the attendant cost-sharing opportunity if available and if agreed to by the parties. The parties acknowledge that the County employs certain in-house services for some of the activities which we discussed and which may not be easily transferrable, if at all, to City use;
4. The County will commit to a more timely response time to do and to perform certain functions and responsibilities under the T.E.A; and,
5. The parties will each discuss the status of this meeting internally at the City and the County, respectively, and circle back with each other to proceed to the next steps.

Should you have any questions with regard to this matter, please contact our office.

SOG:kml