

FIRST AMENDMENT TO AGREEMENT

Among

BROWARD COUNTY,

MONTERRA COMMUNITY DEVELOPMENT DISTRICT,

and

CITY OF COOPER CITY

for

MAINTENANCE OF THE LANDSCAPING AND IRRIGATION OF
PINE ISLAND ROAD FROM
SHERIDAN STREET TO STIRLING ROAD

This First Amendment of the Agreement for Maintenance of the Landscaping and Irrigation of Pine Island Road from Sheridan Street to Stirling Road ("[First Amendment](#)") is executed as of the ____ day of _____, 202_, by and among 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

MONTERRA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, hereinafter referred to as "DISTRICT", and

CITY OF COOPER CITY, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the State of Florida, hereinafter referred to as "MUNICIPALITY."

WHEREAS, the COUNTY, DISTRICT and MUNICIPALITY entered into that certain Agreement for Maintenance of the Landscaping and Irrigation of Pine Island Road from Sheridan Street to Stirling Road (the "Agreement"), recorded ON August 18, 2009 in Official Records of Broward County, Book 46461, Page 1698; and

WHEREAS, the DISTRICT agreed to be responsible for the ongoing maintenance of the landscaping and irrigation of Pine Island Road from Sheridan Street to Stirling Road (the "Project") as defined in Exhibit A of the Agreement; and

WHEREAS, as set forth in the Agreement, the original approved plans and specifications for Project were required to be adhered to and no changes made except

for replacement of vegetation of the same plants as specified in the original plans for the Project; and

WHEREAS, the DISTRICT has encountered certain issues regarding the current maintenance of the landscaping within the Project and wishes to improve the traffic sightlines, increase visibility of traffic signage, improve safe maintenance of the median by the DISTRICT's landscape maintenance contractor and improve the aesthetics of the median with plant selection and location; and

WHEREAS, the DISTRICT utilized the services of the DISTRICT's Engineer, Miller Legg, to provide a new landscape plan for the median ("Amended Project") providing for the 2023 Florida Department of Traffic ("FDOT") recommended regulations for setbacks at intersections, including, but not limited to, reduction of height of current vegetation and installation of different plant materials, as set forth in the attached Exhibit A-1, hereinafter referred to as the Amended Project to improve public safety; and

WHEREAS, the DISTRICT and MUNICIPALITY acknowledge that the MUNICIPALITY may be able to procure certain maintenance and landscaping services at an overall lower cost than may be available to the DISTRICT; and,

WHEREAS, the DISTRICT and MUNICIPALITY acknowledge that the reducing maintenance and landscaping costs provides a substantial benefit to the residents of the DISTRICT and MUNICIPALITY; and,

WHEREAS, the DISTRICT and MUNICIPALITY desire to amend Article 2 of the Agreement to allow the DISTRICT to enter into a maintenance agreement with the MUNICIPALITY to perform its obligations, in whole or in part, under the First Amendment Agreement; ~~and to expand the enforcement authority of the MUNICIPALITY~~; and,

WHEREAS, the DISTRICT and MUNICIPALITY desire to further amend Article 2 of the Agreement to provide certain ~~expand the~~ enforcement authority of the MUNICIPALITY under the First Amendment Agreement; and,

~~**WHEREAS**, the DISTRICT and MUNICIPALITY desire to amend Article 2 of the Agreement to provide expand the enforcement authority of the MUNICIPALITY; and,~~

WHEREAS, it is of mutual benefit to the residents and visitors of COUNTY, MUNICIPALITY, and DISTRICT, to provide for this First Amendment and Amended Project; and

WHEREAS, DISTRICT, by motion of its governing body adopted on ~~47th~~21st day of ~~June~~July, 20245, has approved the Amended Project and this First Amendment and ~~has~~ authorized the DISTRICT Manager to ~~provide and obtain approval of the Amended Project, as may be amended, from the CITY and COUNTY and~~ take all actions in order

to proceed with installation of Amended Project, including authorization of the appropriate officers of the DISTRICT to execute this [First Amendment Agreement](#); and

WHEREAS, MUNICIPALITY, by motion of its governing body adopted on the ____ day of _____, 2025, has approved the Amended Project and this [First Amendment](#) and has authorized the appropriate officers of the MUNICIPALITY to execute this [First Amendment Agreement](#); and

WHEREAS, COUNTY, by action of its Board of County Commissions on the ____ day of _____, 202_, has approved the Amended Project and this [First Amendment](#) and has authorized the appropriate COUNTY officers to execute this [First Amendment Agreement](#).

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payment hereinafter set forth, COUNTY, DISTRICT, and MUNICIPALITY agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated herein.
2. Amendment of the Agreement. Article 2 the Agreement is hereby amended as follows:

~~2.4 MUNICIPALITY hereby acknowledges and affirms that it shall take over the DISTRICT's responsibility as set forth herein should the DISTRICT fail to preform or comply with the terms of this Agreement.~~

Should the DISTRICT fail to perform or comply with the terms of this Agreement, the MUNICIPALITY shall provide the DISTRICT with written notice of the breach and allow the DISTRICT thirty (30) days to cure the breach ~~to the satisfaction of the MUNICIPALITY's City Manager.~~ [Failure of the DISTRICT to cure the aforementioned breach,](#) ~~the MUNICIPALITY may thereafter cure the breach by, including but not limited to, performing any and all maintenance, repairing irrigation, and replacing landscaping as provided in the First Amendment and Agreement determined by the MUNICIPALITY's landscape architect or similar professional.~~ [Following the MUNICIPALITY's cure of the breach, the MUNICIPALITY shall provide the DISTRICT will an invoice for the direct costs incurred by the MUNICIPALITY in curing the breach. shall be responsible to the MUNICIPALITY for all costs incurred by the MUNICIPALITY in curing any breach, and t](#) ~~The DISTRICT shall remit full payment to the MUNICIPALITY within thirty (30) days following receipt of an~~ [the MUNICIPALITY's invoice](#) ~~or demand.~~

2.5 The COUNTY's determination and notification to the DISTRICT of any breach shall serve as notice by the MUNICIPALITY pursuant to Section 2.4.

2.6 The DISTRICT is permitted to enter into a separate maintenance agreement with [the MUNICIPALITY](#) to undertake or perform, in whole or in part, its obligations set forth in the Agreement. [If the DISTRICT enters into a separate maintenance agreement with the MUNICIPALITY, the DISTRICT and MUNICIPALITY shall inform the COUNTY.](#)

3. Amendment of the Agreement. The Agreement is hereby amended to substitute the terms "original approved plans and specifications" with the terms "amended plans and specifications" and provide for "Amended Project", attached hereto as Exhibit A-1, replacing the plans set forth in Exhibit A of the Agreement.

4. The remainder of the Agreement shall remain in full force and effect.

5. In the event of any discrepancy between the Agreement and this [First](#) Amendment, the provisions of this [First](#) Amendment shall prevail.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties 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 Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 202__, MONTERRA COMMUNITY DEVELOPMENT DISTRICT, signing by and through its Chair, duly authorized to execute same, and CITY of COOPER CITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

By _____
_____, Mayor

____ day of _____, 202__.

Approved by:

Approved as to form by
Office of County Attorney
Broward County, Florida
ANDREW J. MEYERS, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Risk Management Division

By _____

Assistant County Attorney

AGREEMENT AMONG BROWARD COUNTY, MONTERRA COMMUNITY
DEVELOPMENT DISTRICT, AND CITY OF COOPER CITY FOR THE MAINTENANCE
OF THE LANDSCAPING AND IRRIGATION OF PINE ISLAND ROAD FROM
SHERIDAN STREET TO STIRLING ROAD

DISTRICT

ATTEST:

MONTERRA COMMUNITY
DEVELOPMENT DISTRICT

Secretary

By _____
Chair

| (SEAL)

____ day of _____, 2025.

AGREEMENT AMONG BROWARD COUNTY, MONTERRA COMMUNITY DEVELOPMENT DISTRICT, AND CITY OF COOPER CITY FOR THE MAINTENANCE OF THE LANDSCAPING AND IRRIGATION OF PINE ISLAND ROAD FROM SHERIDAN STREET TO STIRLING ROAD

MUNICIPALITY

ATTEST:

CITY OF COOPER CITY

Municipal Clerk

By _____
Mayor-Commissioner

____ day of _____, 202_.

(SEAL)

Municipal Manager

____ day of _____ 202_.

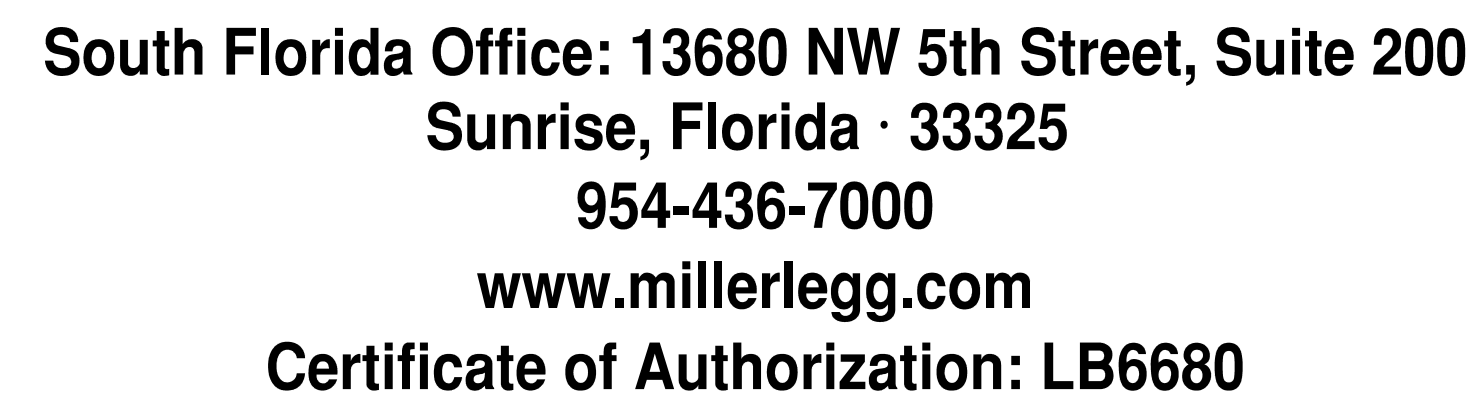
APPROVED AS TO FORM:

By _____
Municipal Attorney

EXHIBIT A-1

Amended Plans and Specifications

**MONTERRA COMMUNITY DEVELOPMENT DISTRICT
COOPER CITY, BROWARD COUNTY, FLORIDA**



N.T.S.

BEGINNING OF
PROJECT LIMITS

Sheet List Table

Sheet List Table	
Sheet Number	Sheet Title
L-0.0	COVER SHEET
L-1.0	LANDSCAPE PLAN
L-1.1	LANDSCAPE PLAN
L-1.2	LANDSCAPE PLAN
L-1.3	LANDSCAPE PLAN
L-1.4	LANDSCAPE PLAN
L-1.5	LANDSCAPE DETAILS AND NOTES

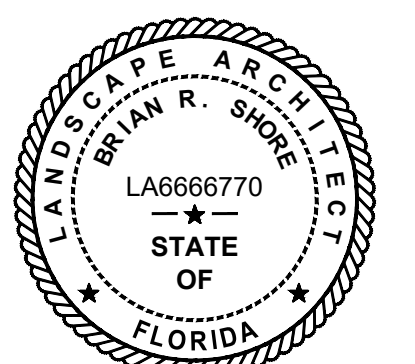
REVISIONS

NO.

DATE

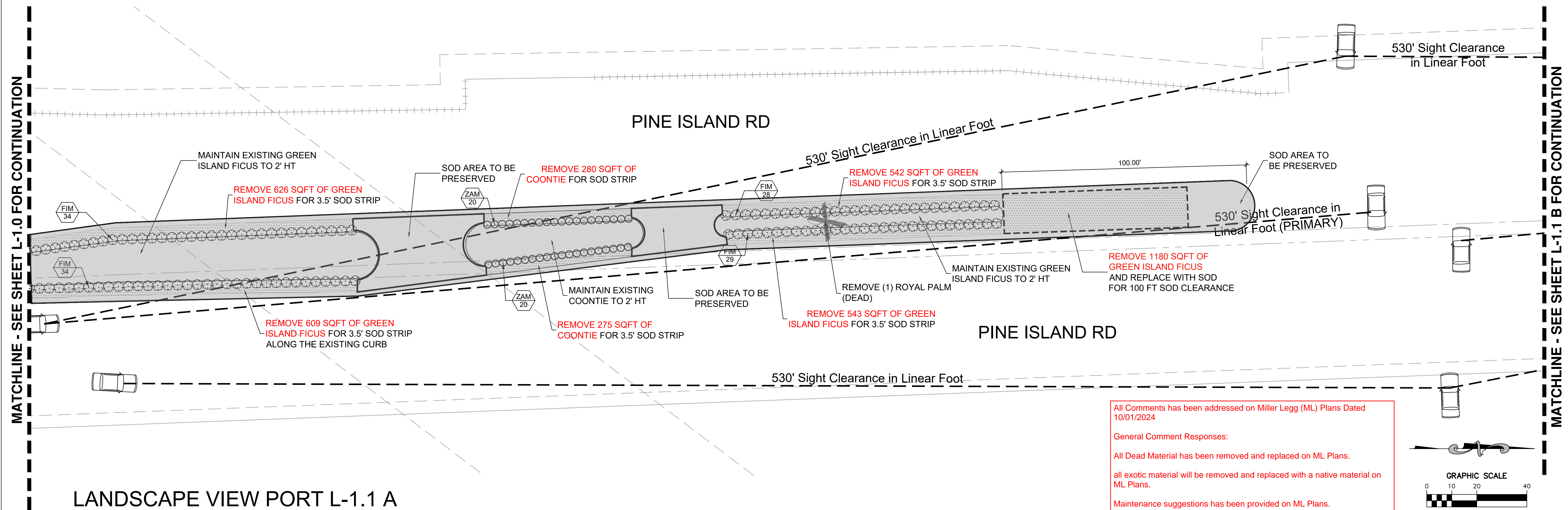
This item has been digitally signed and sealed by Brian R. Shore, RLA on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

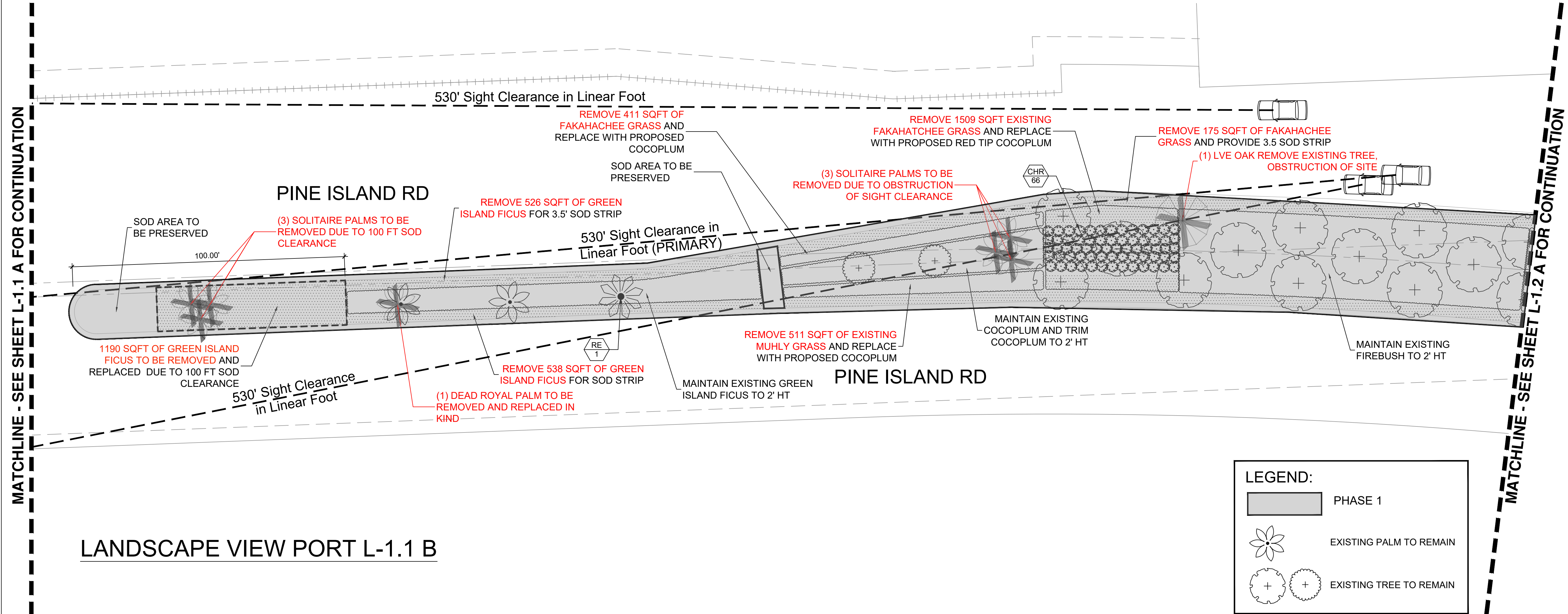


APPROVED : BRIAN R. SHORE, RLA
FLA. REGISTRATION NO. LA6666770 DATE : 10/1/2024

L-0.0 COVER SHEET



LANDSCAPE VIEW PORT L-1.1 A



LANDSCAPE VIEW PORT L-1.1 B

All Comments has been addressed on Miller Legg (ML) Plans Dated 10/01/2024

General Comment Responses:

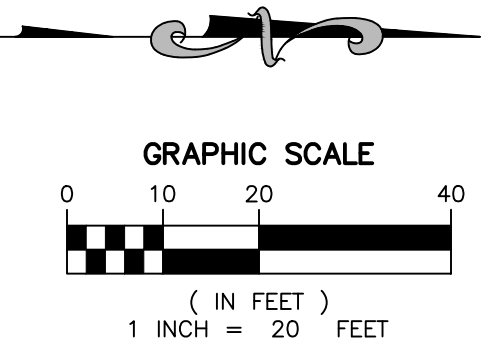
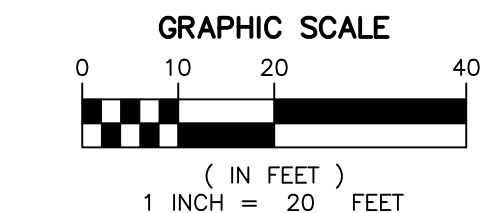
All Dead Material has been removed and replaced on ML Plans.

all exotic material will be removed and replaced with a native material on ML Plans.




Maintenance suggestions has been provided on ML Plans.

Quantities for plant material has been provided on ML Plans.

Plans reflect FDOT Sight Visibility Safety Standards on ML Plans.



LEGEND:

	PHASE 1
	EXISTING PALM TO REMAIN
	EXISTING TREE TO REMAIN

LANDSCAPE PLAN

V:\PROJECTS\2006\06-00168 - MONTERA CDD MTG ATTEND\PINE ISLAND ROAD LANDSCAPE\DRAWINGS\LANDSCAPE\06-00168_DS\LD01_2024-07-26.DWG 10/1/24 by APEREDA

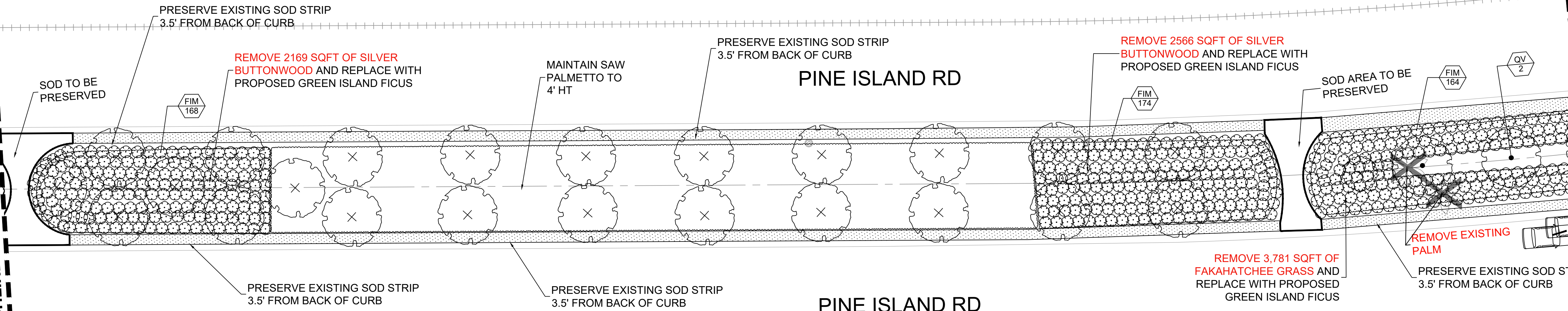
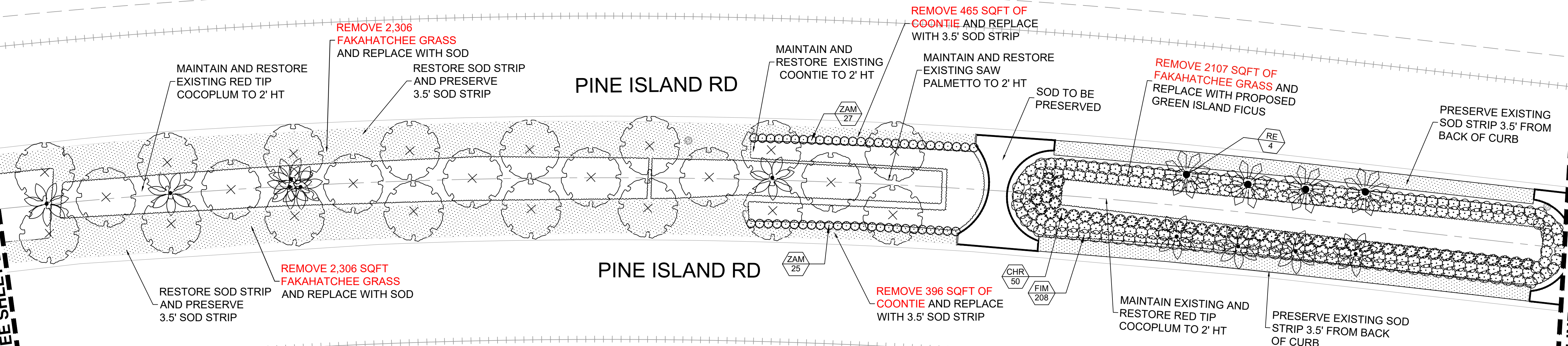
V:\PROJECTS\2024\06-00168 - MONTERRA CDD MFG ATTENDING VINE ISLAND ROAD LANDSCAPE\DRAWINGS\LANDSCAPE\06-00168_DSL\001_2024-07-26.DWG 10/1/24 by AP/EDA

MATCHLINE - SEE SHEET L-1.2 B FOR CONTINUATION

MATCHLINE - SEE SHEET L-1.3 A FOR CONTINUATION

MATCHLINE - SEE SHEET L-1.3 B FOR CONTINUATION

MATCHLINE - SEE SHEET L-1.4 A FOR CONTINUATION



LANDSCAPE VIEW PORT L-1.3 A

LANDSCAPE VIEW PORT L-1.3 B

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General Comment Responses:

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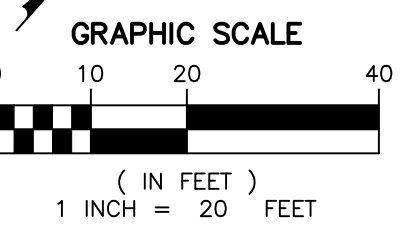
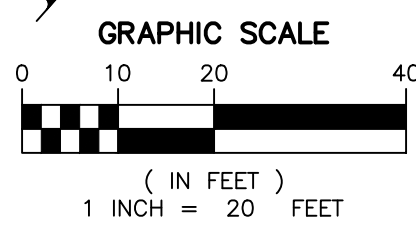
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LEGEND:

PHASE 1

EXISTING PALM TO REMAIN

EXISTING TREE TO REMAIN

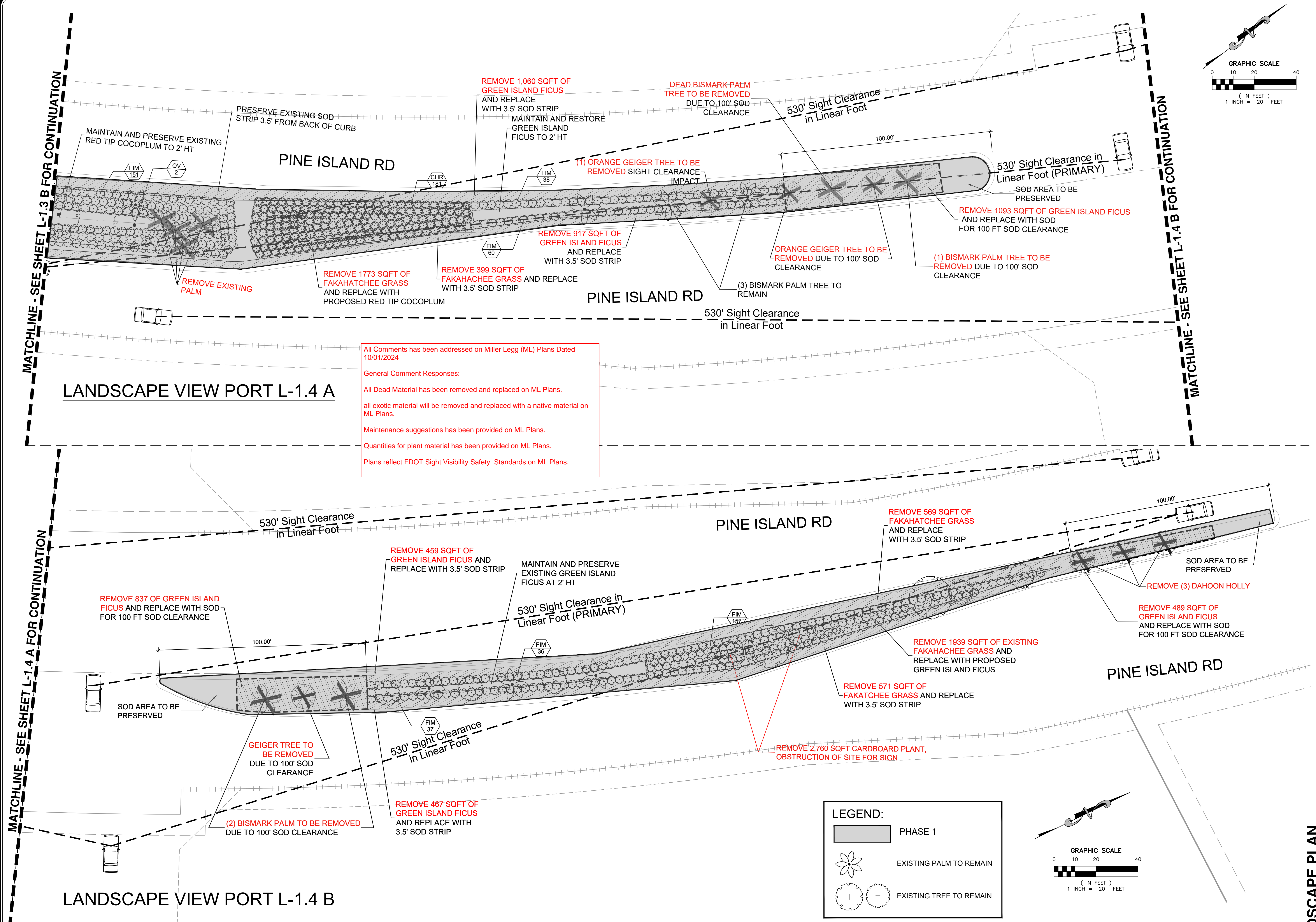


LANDSCAPE PLAN

PINE ISLAND ROAD
MONTERRA COMMUNITY DEVELOPMENT DISTRICT
COOPER CITY, BROWARD COUNTY, FLORIDA

MILLER LEGG
South Florida Office: 13850 NW 6th Street, Suite 200
Sunrise, Florida 33325
954-436-7000
www.millerlegg.com

CERTIFICATE OF AUTHORIZATION			
LB6680			
DES.	LP	MR	CHK.
PROJECT / FILE NO.			
06-00168			
DRAWING NO.			
L-1.3			
DATE DRAWN:			
4/2/24			
OF			
6			



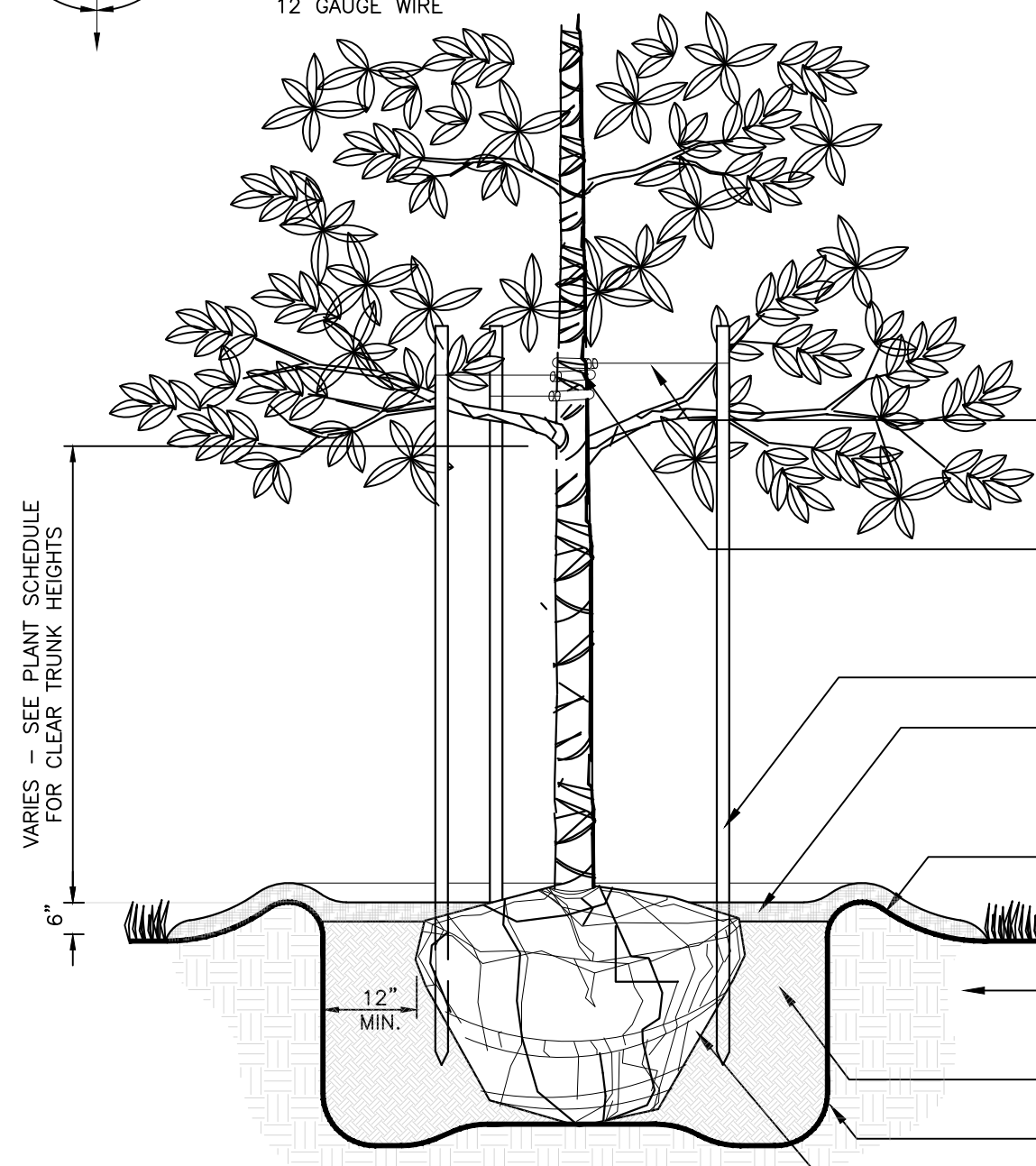
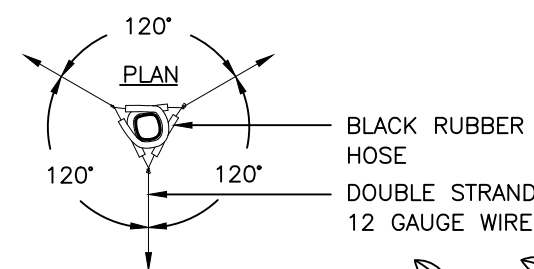
PINE ISLAND ROAD
MONTERRA COMMUNITY DEVELOPMENT DISTRICT
COOPER CITY, BROWARD COUNTY, FLORIDA

CERTIFICATE OF AUTHORIZATION:		
LB6680		
	LP	MR
DES.	DWN.	CHK.
PROJECT / FILE NO.		
06-00168		
DRAWING NO.		
L-1.4		
DATE DRAWN:	5	OF
4/2/24	SH.	6



MAINTENANCE CROSS SECTION

N.T.S.

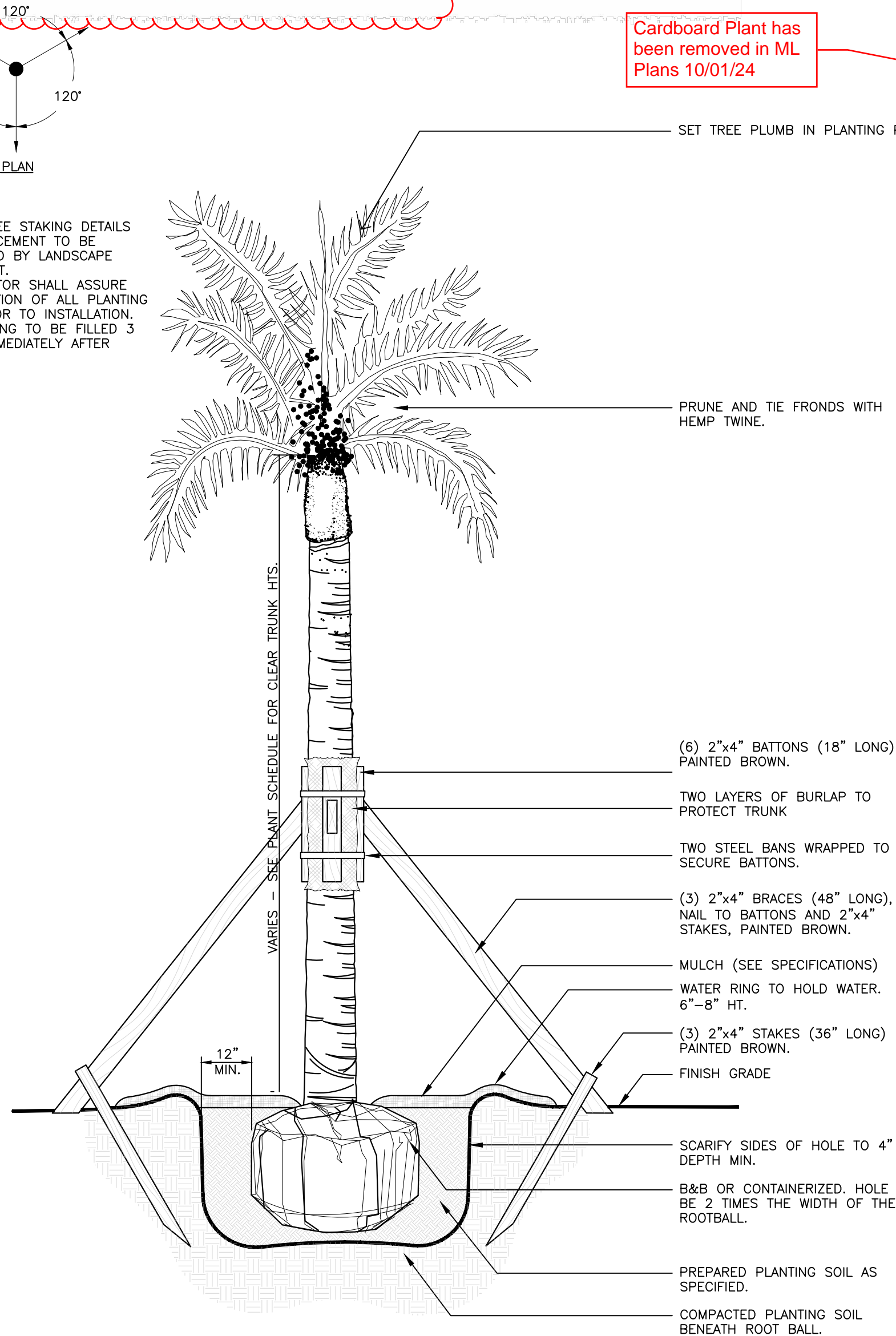


(Less than 14' HT) SMALL TREE PLANTING DETAIL

N.T.S.

NOTES:

1. FINAL TREE LOCATION TO BE APPROVED BY OWNER.
2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
3. REMOVE ALL FLAGGING TAPE AND TAGS.
4. AMENDED SOIL: SOIL TESTS NEED TO BE PROVIDED TO THE OWNER AND THE LANDSCAPE ARCHITECT FOR APPROVAL. A TRUCKING PACKING LIST (SHIPPING TOTALS/MANIFEST) OF WHAT WAS HAULED TO THE SITE NEEDS TO BE PROVIDED TO THE OWNER AND LANDSCAPE ARCHITECT.
5. APPLY SUBDUE MAXX FUNGICIDE AND CLEARY 3336F FUNGICIDE PER MANUFACTURER'S INSTRUCTIONS.



ROYAL PALM PLANTING DETAIL

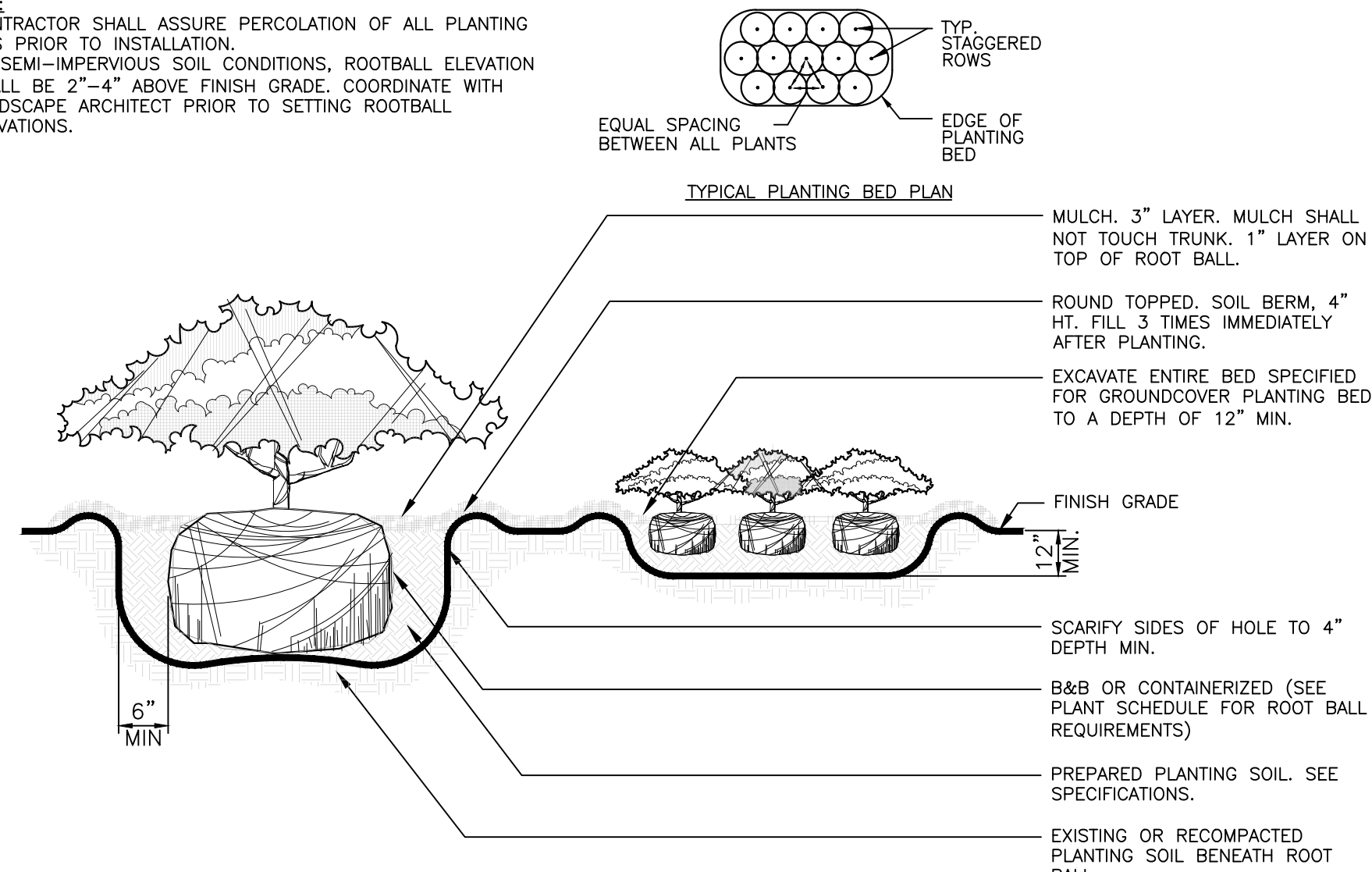
N.T.S.

PLANT SCHEDULE						
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT.	CAL	SIZE	QTY
TREES						
	CE	Conocarpus erectus / Green Buttonwood	Field Grown	2" DBH	12' HT	4
	QV	Quercus virginiana / Live Oak	Field Grown	2" DBH	12' HT	4
	RE	Roystonea elata / Florida Royal Palm	Field Grown	18 GW		9
REMOVALS						
	PR	Palm Removal	EXISTING			21
	SR	Small Tree Removal	EXISTING			8
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT.	HT	SPRD	QTY
SHRUBS						
	CHR	Chrysobalanus icaco 'Red Tip' / Red Tip Coco Plum	7 GAL.	14" HT		297
	FIM	Ficus microcarpa 'Green Island' / Green Island Indian Laurel Fig	7 GAL.	12" HT		1,738
	ZAM	Zamia floridana / Coontie	3 GAL	12" HT		257
SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	HT	SPACING	QTY
GROUND COVERS						
	SOD	Stenotaphrum Secundatum / St Augustine grass	FLAT			12,000 sf

Shrub to be Removed		
Shrubs To Be Removed:		
Common Name	Botanical Name	Total (sqft)
Cardboard Plant	Zamia furfuracea	2760
Green Island Ficus	Ficus microcarpa "Green Island"	11,705
Flax Lily	Dianella tasmanica	199
Fakahachee Grass	tripsacum dactyloides	18,779
Silver Buttonwood	Conocarpus erectus var.	4,725
Coonite	Zamia integrifolia	3,046
Muhly Grass	Muhlenbergia capillaris	511
Grand Total		41,725

NOTES:

1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
2. IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 2"-4" ABOVE FINISH GRADE. COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO SETTING ROOTBALL ELEVATIONS.



SHRUB PLANTING DETAIL

N.T.S.

LANDSCAPE DETAILS AND NOTES



CERTIFICATE OF AUTHORIZATION			
LB6680			
DES.	LP	MR	CHK.
PROJECT / FILE NO.			
06-00168			
DRAWING NO.			
L-1.5			
DATE DRAWN:			
4/2/24			

PINE ISLAND ROAD

MONTERRA COMMUNITY DEVELOPMENT DISTRICT
COOPER CITY, BROWARD COUNTY, FLORIDA

REV.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		