



**FIRST AMENDMENT TO AGREEMENT BETWEEN  
BROWARD COUNTY AND CITY OF COOPER CITY FOR RIGHT-OF-WAY BEAUTIFICATION FOR  
PINE ISLAND ROAD FROM SHERIDAN STREET TO STIRLING ROAD**

This First Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County” or “COUNTY”), and City of Cooper City, a municipal corporation organized and existing under the laws of the state of Florida (“Municipality” or “MUNICIPALITY”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. The Parties entered into the Agreement Between Broward County and City of Cooper City for Right-of-Way Beautification for Pine Island Road from Sheridan Street to Stirling Road, dated March 10, 2009 (the “Agreement”).

B. The Municipality wishes to improve the traffic sightlines, increase the visibility of traffic signage, and enhance the aesthetics of the landscaped median by modifying the Project’s landscaping and irrigation plans.

C. The Parties desire to clarify procedures for submission and approval of revised landscaping and irrigation plans.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Article 2 of the Agreement is amended to add a new Section 2.1.8 as follows (bold/underlining omitted):

2.1.8 Revised Landscaping Plans.

(a) MUNICIPALITY may propose modifications, replacement, or redesign of landscaping and irrigation improvements within the Property described in the Agreement. All such modifications, replacement, or redesign of landscaping and irrigation improvements shall be at MUNICIPALITY’s sole cost and expense.

(b) Prior to commencement of any such work, MUNICIPALITY shall first obtain a permit from the Division and submit revised plans and specifications to the Contract Administrator for review and written approval.

(c) No installation shall occur and no permit shall be deemed authorized until written approval is issued by the Contract Administrator.

(d) Upon completion of the approved work, MUNICIPALITY shall provide signed and sealed as-built drawings reflecting the improvements prior to requesting final inspection.

(e) Any modification that materially expands the limits of the Property or changes the Scope of Participation shall require a written amendment executed in accordance with Section 9.11 of the Agreement.

4. Article 2 of the Agreement is further amended to add a new Section 2.5 as follows (bold/underlining omitted):

2.5 COUNTY retains the right, at any time and in its sole discretion, to require modification, relocation, or removal of any landscaping or irrigation improvements within the County right-of-way if COUNTY determines such action is necessary for roadway maintenance, safety, drainage, utility installation, roadway improvements, or other public purposes. Any such modification, relocation, or removal shall be performed by MUNICIPALITY at its sole cost and expense, unless otherwise agreed to by the Parties in writing.

5. Article 6 of the Agreement is deleted and replaced by the following (bold/underlining omitted):

Unless otherwise stated herein, for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this article.

FOR COUNTY:

Broward County Highway Construction and Engineering Division  
Attn: Director  
1 North University Drive, Suite 300B, Plantation, FL 33324-2038  
Email address: rtornese@broward.org

FOR MUNICIPALITY:

City of \_\_\_\_\_

Attn: \_\_\_\_\_

\_\_\_\_\_  
Email address: \_\_\_\_\_

6. Sections 9.2 and 9.11 of the Agreement are deleted and replaced in its entirety with the following (bold/underlining omitted):

9.2 [Intentionally left blank.]

9.11 AMENDMENTS. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

7. **Exhibit B** of the Agreement is hereby deleted and replaced with a new **Exhibit B**, attached hereto and incorporated into and made a part of the Agreement as amended herein by this Amendment.

8. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, 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 hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. The effective date of this Amendment shall be the date of complete execution by the Parties.

11. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: 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 \_\_\_\_\_, 20\_\_; and City of Cooper City, signing by and through its duly authorized representative.

County

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Jason Kruszka (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Michael J. Kerr (Date)  
Chief Counsel

JJK/ADD  
First Amend-Cooper City Beaut Agmt (PI Rd-Sheridan to Sterling)-FOR EXECUTION  
3/30/26

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
BROWARD COUNTY AND CITY OF COOPER CITY FOR RIGHT-OF-WAY BEAUTIFICATION FOR  
PINE ISLAND ROAD FROM SHERIDAN STREET TO STIRLING ROAD**

Municipality

ATTEST:

CITY OF COOPER CITY

\_\_\_\_\_  
Municipal Clerk

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name and Title)

(SEAL)

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Municipal Manager

\_\_\_\_\_  
(Print Name)

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

By \_\_\_\_\_  
Municipal Attorney

**Exhibit B**  
**Plans**

All work will be according to the approved Plans that are on file in Broward County Highway Construction and Engineering Division. A full-size set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference No. \_\_\_\_\_.

Additionally, at least fifty percent (50%) of the landscaping shall be native species, and all landscaping shall comply with the Broward County Naturescape Program and Florida-Friendly Landscaping Principles.