



Zoning

Brevard County Board Of County Commissioners Governing Board Of The Brevard Mosquito Control District Governing Board Of The Barefoot Bay Water And Sewer District

2725 Judge Fran Jamieson Way

Viera, FL 32940

Agenda

Thursday, May 28, 2020

If you wish to speak to any item on the agenda, please fill out a speaker card. Persons addressing the Board shall have three minutes to complete his/her comments on each public hearing agenda item for which he/she has filled out a card.

The Board of County Commissioners requests that speakers appearing under the Public Comment section of the agenda limit their comments and/or presentations to matters under the Board's jurisdiction. It is the responsibility of the Chair to determine the time limit on comments under Public Comment and other agenda items that are not Quasi-Judicial Public Hearings. In Quasi-Judicial proceedings, fifteen (15) minutes shall be allowed for applicants and five (5) minutes for other speakers.

- A. CALL TO ORDER 5:00 PM**
- B. MOMENT OF SILENCE**
- C. PLEDGE OF ALLEGIANCE: Commissioner Curt Smith, District 4**
- D. MINUTES FOR APPROVAL: February 25, 2020 Regular; March 31, 2020 Regular; March 27, 2020 Special Mtg.; April 2, 2020 Special Mtg.; April 6, 2020 Special Mtg.; April 21, 2020 Regular**
- E. RESOLUTIONS, AWARDS AND PRESENTATIONS**
- F. CONSENT AGENDA (The entire Consent Agenda will be passed in one motion to include everything under Section F.)**

Development and Environmental Services Group

Public Works Department

- F.1.** Approval Re: Extension to Traffic Operations Fiber Optics Construction, Rehabilitation, Maintenance, and Emergency Repair Contracts
- F.2.** Approval Re: Easement (Business) in Favor of Florida Power & Light Company for the Relocation of the Existing Transformer at the Vacant Brevard County Health Department on Cedar Street - District 2.

Support Services Group

Central Services

- F.3.** Requested Procurement of Protective/Procedural Gowns for Distribution
- F.4.** Leasing of Warehouse Space for Local Staging Area for Storing and Distribution of Personal Protective Equipment and Food in Response to COVID-19
- F.5.** Rejection of Bid Received in Response to Invitation to Quote Q-7-20-03 Seawall Replacement at Lift Station F-04 in Accordance with BCC-25, Procurement.

Administrative Services Group

G. PUBLIC COMMENTS

H. PUBLIC HEARINGS

I. UNFINISHED BUSINESS

- I.1.** Approval and signature authority for Interlocal Agreements with Cities for expenditure of CARES Act funding.

J. NEW BUSINESS

Development and Environmental Services Group

- J.1.** Discussion Re: Right-of-Way Use Agreement with the Suntree Master Homeowner's Association to Supersede Existing Agreement - District 4

Community Services Group

- J.2.** Summer Camp 2020

Miscellaneous

- J.3.** Board Direction Use of Brevard County Athletic Fields by Recreation Partners
- J.4.** Board Direction - 2020 Junior Olympic Games

Add Ons

K. PUBLIC COMMENTS

L. BOARD REPORTS

- L.1.** Frank Abbate, County Manager
- L.2.** Eden Bentley, County Attorney

- L.3. Rita Pritchett, Commissioner District 1, Vice Chair
- L.4. Bryan Lober, Commissioner District 2, Chair
- L.5. John Tobia, Commissioner District 3
- L.6. Curt Smith, Commissioner District 4
- L.7. Kristine Isnardi, Commissioner District 5

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations or an interpreter to participate in the proceedings, please notify the County Manager's Office no later than 48 hours prior to the meeting at (321) 633-2010.

Assisted listening system receivers are available for the hearing impaired and can be obtained from SCGTV staff at the meeting. We respectfully request that ALL ELECTRONIC ITEMS and CELL PHONE REMAIN OFF while the County Commission is in session. Thank You.

This meeting will be broadcast live on Space Coast Government Television (SCGTV) on Spectrum Cable Channel 499, Comcast (North Brevard) Cable Channel 51, and Comcast (South Brevard) Cable Channel 13 and AT&T U-verse Channel 99. SCGTV will also replay this meeting during the coming month on its 24-hour video server nights, weekends, and holidays. Check the SCGTV website for daily program updates at <http://www.brevardfl.gov>. The Agenda may be viewed at: <http://www.brevardfl.gov/Board Meetings>

In accordance with Resolution 2014-219 Section VIII (8.1) the agenda shall provide a section for public comment limited to thirty (30) minutes following approval of the consent agenda during each regular County Commission meeting. The purpose of public comment is to allow individuals to comment on any topic relating to County business which is not on the meeting agenda. Individuals delivering public comment shall be restricted to a three-minute time limit on their presentation. During this thirty (30) minute segment of public comment, speakers will be heard in the order in which they turned in a speaker card asking to be heard. Any speaker not heard during the first thirty (30) minute segment will be heard during a second public comment segment held at the conclusion of business specified on the regular Commission agenda. With the exception of emergency items, the Board will take no action under the Public Comment section, but can refer the matter to another meeting agenda.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

5/28/2020

Subject:

Approval Re: Extension to Traffic Operations Fiber Optics Construction, Rehabilitation, Maintenance, and Emergency Repair Contracts

Fiscal Impact:

None

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested the Board of County Commissioners extend the existing Traffic Operations Fiber Optics Construction, Rehabilitation, Maintenance, and Emergency Repair contracts with Advanced Cabling Solutions, Inc. and Precision Contracting Services, Inc. for an additional nine months.

Summary Explanation and Background:

On September 16, 2014, the Board authorized advertisement, award and execution of the Invitation to Bid No. B-4-15-65 for Traffic Operations Fiber Optics Construction, Rehabilitation, Maintenance, and Emergency Repair. Contracts were awarded to Advanced Cabling Solutions, Inc. and Precision Contracting Services, Inc. for these services. The current contracts will expire on July 21, 2020.

The recent pandemic of COVID-19 has impacted the development of the new Invitation to Bid. Staff has been working diligently to update the technical scope of services and bid price sheet for the upcoming Invitation to Bid. Furthermore, staff is working to incorporate the FEMA clauses to ensure work performed under the new contract is eligible for FEMA public assistance funding. The additional time will allow staff sufficient time to finalize the solicitation and ensure continuation of the existing contracts through the Hurricane season without disruption.

Clerk to the Board Instructions:



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

5/28/2020

Subject:

Approval Re: Easement (Business) in Favor of Florida Power & Light Company for the Relocation of the Existing Transformer at the Vacant Brevard County Health Department on Cedar Street - District 2.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Easement (Business) in favor of Florida Power & Light Company.

Summary Explanation and Background:

The subject property is located in Section 9, Township 25 South, Range 36 East, on the east side of Cedar Street, Rockledge.

This easement is being requested as preliminary measures in support of the future Brevard County Emergency Operations Center (EOC) project. The old Brevard County Health Department building will be demolished. The existing transformer located at this site feeds the Center. The transformer will be relocated adjacent to the EOC building. An easement is required for the relocation.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

Clerk to the Board Instructions:

Upon execution by the Chair, please contact Public Works Department (321-617-7202) to make delivery arrangements for the original executed Easement (Business) with exhibit.

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Easement (Business) in Favor of Florida Power & Light Company for the Relocation of the existing transformer at the Brevard County Health Department on Cedar Street – District 2.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336 (58336)

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	 _____	_____	<u>5-21-2020</u>
COUNTY ATTORNEY Jad Brewer Assistant County Attorney	 _____	_____	<u>5-21-2020</u>

AGENDA DUE DATE: May 21, 2020 for the May 28, 2020 Board meeting

Work Request No. 9367947 & 927642

EASEMENT (BUSINESS)

This Instrument Prepared By

Sec.09, Twp 25 S, Rge 36 E

Parcel I.D. 25 3609-00-274
(Maintained by County Appraiser)

Name: Eileen Blackburn
Co. Name: Florida Power & Light
Address: 270 Pioneer Rd.
Merritt Island, FL 32953

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20____.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: _____
(Witness)

(Witness' Signature)

Print Name: _____
(Witness)

Brevard County, Florida a political subdivision of the State of Florida

By: _____

Print Name: Bryan Lober, Chair

Print Address: 2725 Judge Fran Jamieson Way

Viera, FL 32940

STATE OF N/A AND COUNTY OF N/A.

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization,

this N/A day of N/A, 20 N/A, by N/A

and N/A who is (are) personally known to me or has (have)

produced N/A as identification.

[Notary Seal]

Notary Public, Signature

Print Name: N/A

N/A
Title or Rank

N/A
Serial Number, if any

Signature Page of Easement Conveyed to FPL
Brevard County Emergency Operations Center

GRANTOR: Brevard County, Florida

Attest:

Scott Ellis, Clerk of Court

Bryan Lober, Chair
Brevard County Board of County
Commissioners

As approved by the Board on _____
Agenda Item No. _____

LEGAL DESCRIPTION

Parcel 801
PARENT PARCEL ID#: 25-36-09-00-274
PURPOSE: FP&L EASEMENT

EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS 2, 3 OF 3

THIS IS NOT A SURVEY

DESCRIPTION PARCEL 801, FP&L EASEMENT (BY SURVEYOR):

A PARCEL OF LAND BEING A PORTION OF OFFICIAL RECORDS BOOK 0637, PAGE 0527 LESS OFFICIAL RECORDS BOOK 1428, PAGE 0348 PARCEL A OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 9, TOWNSHIP 25 SOUTH, RANGE 36 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF NORTHWEST 1/4 OF SAID SECTION 9, THENCE N.89°34'22"E., ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 217.71 FEET TO THE EAST RIGHT-OF-WAY LINE OF CEDAR STREET (A 60.00 FOOT RIGHT-OF-WAY); THENCE S.00°39'24"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 990.00 FEET TO THE SOUTHWEST CORNER OF OFFICIAL RECORDS BOOK 262, PAGE 595 OF SAID PUBLIC RECORDS; THENCE CONTINUE S.00°39'24"W., ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 156.62 FEET; THENCE S.89°20'36"E., A DISTANCE OF 135.46 FEET TO THE POINT-OF-BEGINNING; THENCE S.55°50'25"E., A DISTANCE OF 59.60 FEET; THENCE N.89°52'50"E., A DISTANCE OF 20.59 FEET; THENCE S.00°53'38"W., A DISTANCE OF 65.81 FEET; THENCE N.89°06'22"W., A DISTANCE OF 10.00 FEET; THENCE N.00°53'38"E., PARALLEL WITH AND 10.00 FEET WEST, BY RIGHT ANGLE MEASURE OF THE THIRD COURSE OF THIS DESCRIPTION, A DISTANCE OF 52.30 FEET; THENCE N.89°08'17"W., A DISTANCE OF 8.77 FEET; THENCE N.55°50'25"W., PARALLEL WITH AND 10.00 FEET SOUTH, BY RIGHT ANGLE MEASURE OF THE FIRST COURSE OF THIS DESCRIPTION, A DISTANCE OF 68.33 FEET; THENCE N.34°09'35"E., A DISTANCE OF 10.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.03 ACRES (1,425 SQUARE FEET) AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD

NOTES:

- 1.) SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION.
- 2.) SEE SHEET 3 OF 3 FOR LEGEND, ADDITIONAL NOTES AND ADDITIONAL REVISIONS, IF ANY.

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS AS DIRECTED BY THE BREVARD COUNTY SURVEY DEPARTMENT AND THAT IT MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

PREPARED FOR AND CERTIFIED TO:
FLORIDA POWER & LIGHT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

JOSEPH BARRY CABANISS, P.L.S.	DATE
FLORIDA SURVEYOR'S CERTIFICATE NO.:	4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.:	3535
NOT VALID UNLESS SIGNED AND SEALED	

PREPARED BY:



Bussen-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885



DRAWN BY: JWS

CHECKED BY: JBC

PROJECT NO. 403805

REVISIONS

DATE

DESCRIPTION

DATE: 2020-03-19

DRAWING:
403805-SK01.DWG

SECTION 9
TOWNSHIP 25 SOUTH
RANGE 36 EAST

LEGAL DESCRIPTION

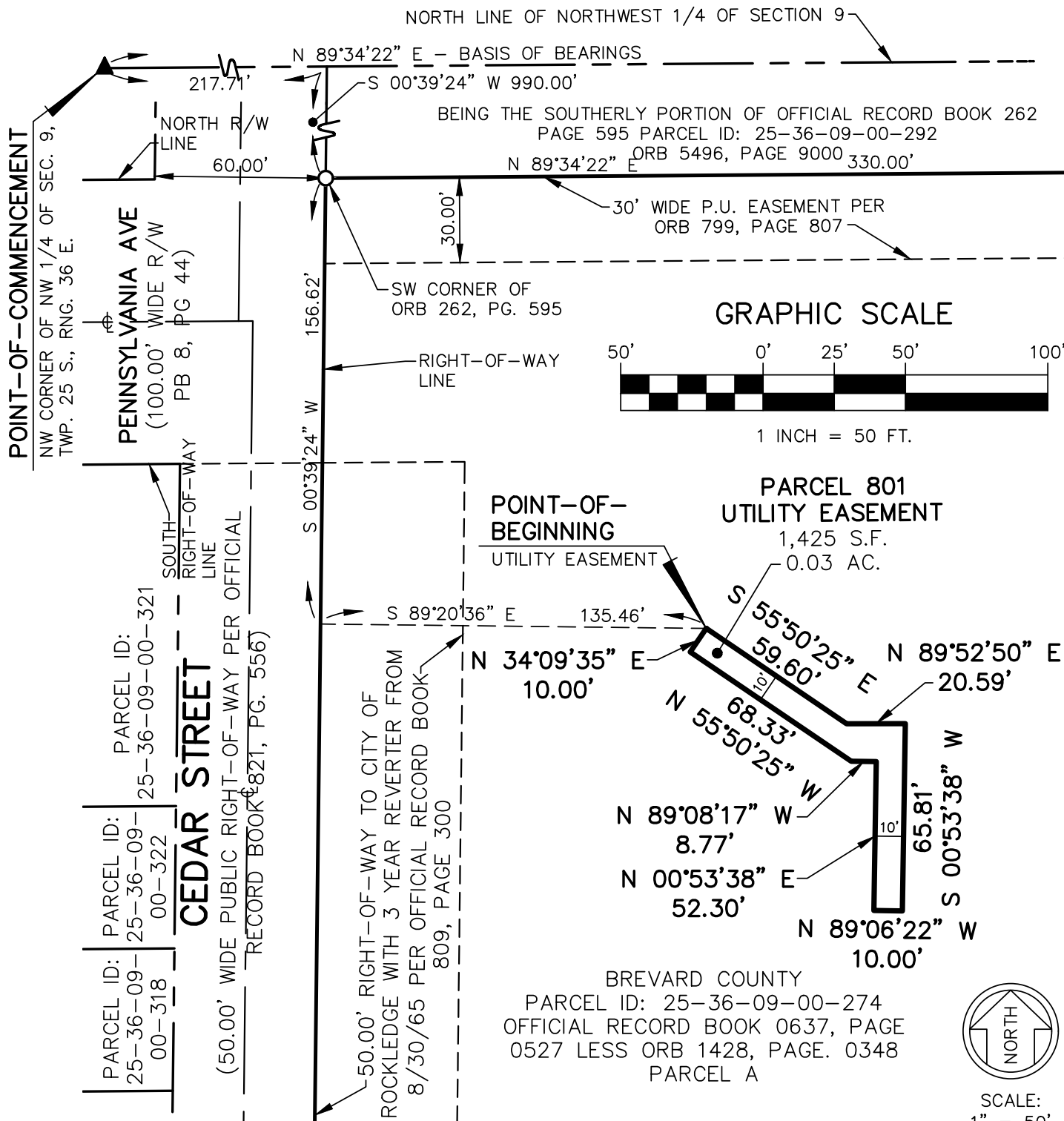
PARCEL 801
PARENT PARCEL ID#: 25-36-09-00-274
PURPOSE: FP&L EASEMENT

EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS 1, 3 OF 3

THIS IS NOT A SURVEY



PREPARED BY:

Bussen-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885

SCALE:

1"=50'

PROJECT NO.:

403805

SECTION 9

TOWNSHIP 25 SOUTH

RANGE 36 EAST

LEGAL DESCRIPTION

PARCEL 801
PARENT PARCEL ID#: 25-36-09-00-274
PURPOSE: FP&L EASEMENT

EXHIBIT "A"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS 1, 2 OF 3

THIS IS NOT A SURVEY

LEGEND:

B-MEG	BUSSEN-MAYER ENGINEERING GROUP, INC.	⊙	CENTERLINE
ORB	OFFICIAL RECORDS BOOK	TWP.	TOWNSHIP
DB	DEED BOOK	RNG.	RANGE
PG	PAGE	NTS	NOT TO SCALE
PB	PLAT BOOK	R/W	RIGHT-OF-WAY
AKA	ALSO KNOWN AS	SF	SQUARE FEET
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	AC	ACRES
LS	LAND SURVEYOR	POB	POINT-OF-BEGINNING
GL	GOVERNMENT LOT	POC	POINT-OF-COMMENCEMENT
		—W—	GRAPHICS NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NW 1/4 OF SEC. 9, TWP. 25 S., RNG. 36 E., BEING N.89°34'22"E., BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2009 (NAD'83/'09).
2. THIS IS NOT A BOUNDARY SURVEY.
3. SEE SHEET 1 OF 3 FOR SKETCH OF DESCRIPTION. SEE SHEET 2 OF 3 FOR DESCRIPTION.
4. THREE (3) O&E REPORTS BY NEW REVELATIONS, INC. FILE NUMBERS 18-1112A, 18-1112B AND 18-1112C ALL DATED 2/ 14/ 2018 WERE PROVIDED AND ENCUMBRANCES LISTED ARE AS FOLLOWS:
 1. RIGHT-OF-WAY EASEMENT PER O.R.B. 809, PAGE 300 – DOES NOT ENCUMBER EASEMENT AREA.
 2. RIGHT-OF-WAY EASEMENT PER O.R.B. 821, PAGE 556 – DOES NOT ENCUMBER EASEMENT AREA.
 3. WATER EASEMENT PER O.R.B. 2689, PAGE 2469 – ENCUMBERS SITE – NO DIMENSIONS OR LOCATION GIVEN, NOT SHOWN.
 4. DRAINAGE EASEMENT PER O.R.B. 6555, PAGE 730 – DOES NOT ENCUMBER EASEMENT AREA.
 5. RESOLUTION NO. 12-023 O.R.B. 6555, PAGE 727 – SAME AS NO. 4.
 6. RIGHT-OF-WAY DEED O.R.B. 546, PAGE 1045 – DOES NOT ENCUMBER EASEMENT AREA.
 7. PUBLIC UTILITIES EASEMENT PER O.R.B. 803, PAGE 65 – DOES NOT ENCUMBER EASEMENT AREA.
 8. DRAINAGE EASEMENT PER O.R.B. 6555, PAGE 726 – DOES NOT ENCUMBER EASEMENT AREA.
5. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND IS VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
6. THIS SKETCH AND DESCRIPTION IS CERTIFIED CORRECT TO:
FLORIDA POWER & LIGHT;
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS;

PREPARED BY:



Bussen-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885



SCALE: N/A

PROJECT NO.:
403805

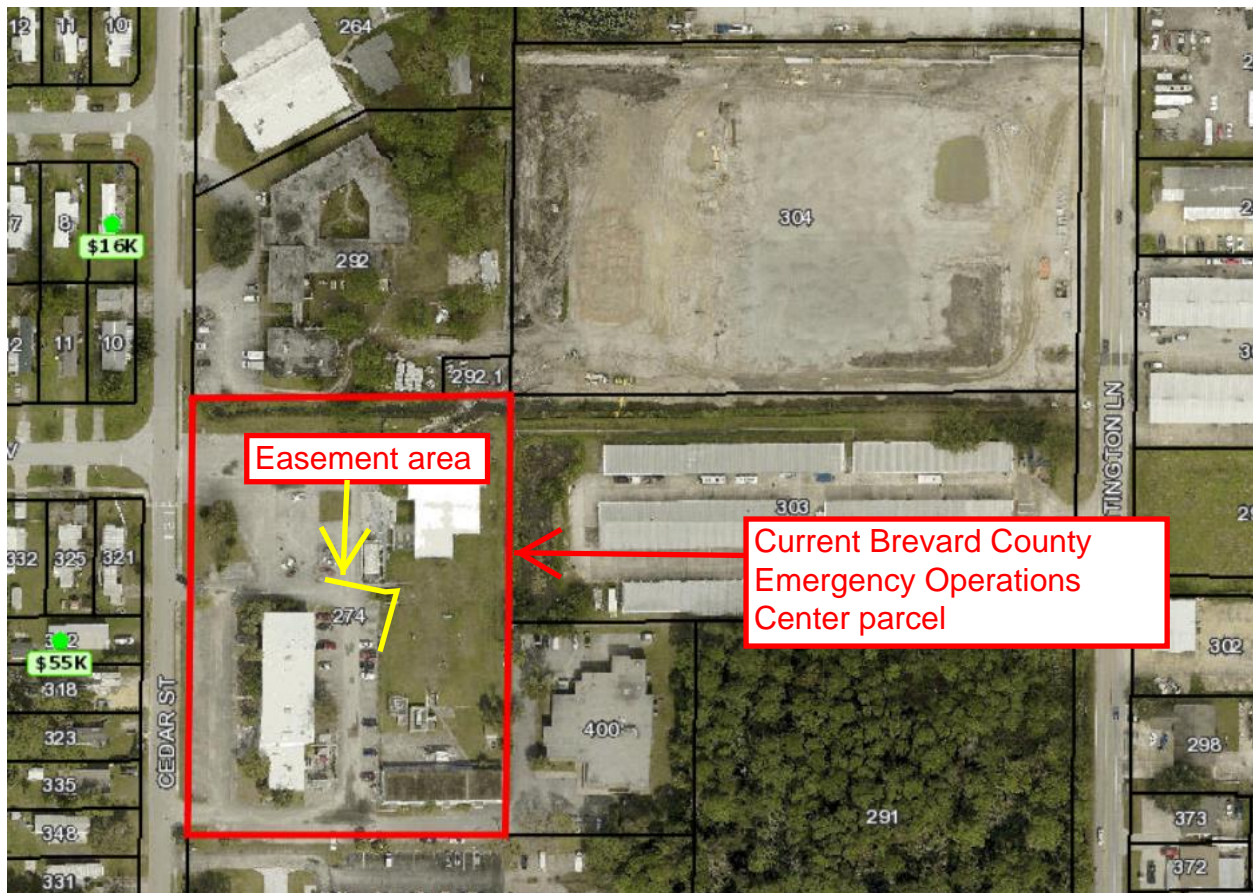
SECTION 9
TOWNSHIP 25 SOUTH
RANGE 36 EAST

LOCATION MAP

Section 9, Township 25 South, Range 36 East District: 2

PROPERTY LOCATION: on the east side of Cedar Street, Rockledge

OWNERS NAME: Brevard County, Florida





Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.3.

5/28/2020

Subject:

Requested Procurement of Protective/Procedural Gowns for Distribution

Fiscal Impact:

\$433,500.00

Dept/Office:

Central Services / Purchasing Services / ESF 7

Requested Action:

It is requested that the Board approve the procurement of 150,000 protective/procedural gowns in response to the COVID-19 pandemic.

Summary Explanation and Background:

The Emergency Operations Center Emergency Support Function 7 currently has outstanding requests from various healthcare providers within the County for protective/procedural gowns for use in their response to COVID-19. The County has previously procured 50,000 gowns all of which have been distributed. Current requests for gowns are approximately 70,000. Purchasing 150,000 gowns will allow ESF 7 to not only fill the outstanding requests and requests that are received while these gowns are manufactured and shipped, but also to maintain a supply on hand for future requests that can be filled while another order is placed if the need for gowns continues. Having a supply on hand at the staging area will prevent requested agencies from having to wait while an additional order is manufactured and shipped.

The vendor, East West Trading Partners is a Florida Limited Liability Company based out of Tampa, FL. While the County has not previously worked with this vendor, other government agencies have. Staff contacted Hillsborough County Emergency Management and they provided a reference stating that they have ordered from this vendor on 7 occasions since March and the vendor has delivered products ordered within time frames specified. East West Trading Partners has the most economical pricing for Isolation Gowns at \$2.89 per gown. We have seen prices as high as \$13.00 for these gowns, but most vendors are averaging around \$4.50 to \$6.00 each for these gowns. The vendor's quote is attached to this agenda item.

East West Trading Partners is registered on SunBiz.org and has been since 2010. The company website is www.eastwesttradingpartners.com. The terms negotiated for payment are 50% (\$216,750) due at time of order with the remaining 50% due upon delivery of gowns.

This procurement is authorized pursuant to the Board's local government emergency powers, exercised in accordance with Section 252.38, Florida Statutes.

Clerk to the Board Instructions:

None

EAST WEST TRADING PARTNERS

QUOTE

813-690-2083

eastwesttradinginc@gmail.com

4802 N. Coolidge Ave #C

Tampa, FL 33614

Summer Wyllie
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C, Suite C303
05/18/2020

Project Title: Gowns

Description	Quantity	Unit Price	Cost
Impermeable Disposable Gowns	150000	\$ 2.89	\$433,500.00
		Subtotal	\$433,500.00
	Tax	0.00%	\$ 0.00
		Total	\$433,500.00

Returns or refunds not permitted on this item.

Delivery is approximately 35 days

Sincerely yours,

James Smith



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.4.

5/28/2020

Subject:

Leasing of Warehouse Space for Local Staging Area for Storing and Distribution of Personal Protective Equipment and Food in Response to COVID-19

Fiscal Impact:

To Be Determined - Average price per square foot is \$0.85. Estimated Cost is \$10,200 per month. Estimated 6 Month lease total cost of \$61,200.

Dept/Office:

Central Services / Emergency Support Function 7 / Emergency Management

Requested Action:

It is requested that the Board approve the leasing of commercial warehouse space for the storing and distributing of food and supplies in response to COVID-19.

It is also requested the Board authorize the Chair to sign a lease agreement upon review by the County Manager, County Attorney's Office, and Risk Management.

Summary Explanation and Background:

In response to the COVID-19 Pandemic, Central Services and Emergency Management needed to establish a local staging area where Personal Protective Equipment and Food that were being procured could be stored and distributed. The current staging area is in a Parks and Recreation Building that is typically used for summer camps, a summer food distribution location for students, and a shelter during hurricane activations.

The facility that is currently being used was initially set up for a short-term operation as there was no definitive timeline for responding to this pandemic. Now that it has been determined that this response is going to be long term (anticipating at least 6 more months of response), the County is actively looking for a commercial warehouse to run the local staging area from.

The County not only is using the inside of the recreation center for storage and distribution of personal protective equipment, but also the parking lot is used for storage of refrigeration trailers and pods that store food and supplies. There are daily activities utilizing large trucks and fork lifts in the parking areas and maintaining this operation at a Recreation Center poses a risk to the general public driving to this area for student meal pickup, to possibly drop children off for summer camp, or simply to enjoy the park.

County staff are currently looking at other County owned facilities to determine if there is an existing facility large enough to house this operation (both inside conditioned space and exterior storage space), where a commercial lease would not be needed. It is anticipated that a warehouse will be needed during the June

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break and as such, Staff is bringing this to the Board now for approval in advance. Should the response to COVID-19 change where a warehouse is no longer needed, or a suitable existing County facility is identified then no lease will be presented to the Chair for execution.

Clerk to the Board Instructions:

None



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.5.

5/28/2020

Subject:

Rejection of Bid Received in Response to Invitation to Quote Q-7-20-03 Seawall Replacement at Lift Station F-04 in Accordance with BCC-25, Procurement.

Fiscal Impact:

None

Dept/Office:

Central Services/Purchasing Services for Utility Services

Requested Action:

It is requested that the Board reject the single response received to Invitation to Quote Q-7-20-03.

Summary Explanation and Background:

Brevard County Purchasing Services, on behalf of the Utilities Department, solicited bids from qualified contractors to replace 140 linear feet of existing seawall adjacent to a canal on the County parcel between 1405 Farrington Dr & 1425 Sunrise Dr, Merritt Island FL.

Prior to this solicitation, the Utilities Department acquired quotes from two separate contractors to replace the seawall. Based on these quotes, the estimated budget for the seawall replacement was \$45,000.

A single quote was received in response to the Invitation to Quote for the seawall replacement which substantially exceeded the estimated budget. The quote received exceed the estimated budget of \$45,000 by nearly three times. As such the Utilities Department is requesting the Board to reject all responses to this solicitation for bid.

In accordance with BCC-25, Procurement, the County Purchasing Manual states that:

“If the County elects to reject all bids submitted in response to a competitive solicitation and concurrently provides notice of the intent to reissue the competitive solicitation, the rejected bids remain exempt from Florida Statute 119.07(1) and 24(a) , Article I of the State Constitution until such time as the County provides a notice of intended decision concerning the reissued competitive solicitation. A response is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.”

Based on the above information, if rejection of bids is approved by the Board, the response received shall remain exempt from public records requests until a notice of intended decision is posted for the reissued solicitation or for a period not to exceed 12 months, whichever is less.

Utility Services intends to piggy back off of an existing County contract to have the seawall replaced rather than resoliciting bids from qualified contractors to replace the seawall.

Clerk to the Board Instructions:

None



Agenda Report

2725 Judge Fran Jamieson
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Viera, FL 32940

Unfinished Business

I.1.

5/28/2020

Subject:

Approval and signature authority for Interlocal Agreements with Cities for expenditure of CARES Act funding.

Fiscal Impact:

The costs incur by the city's response to their response to COVID-19 public emergency will be funded through the CARES Act allocation received by the US Department of Treasury on April 23, 2020.

Dept/Office:

County Manager's Office

Requested Action:

It is requested that the Board of County Commissioners approve the attached Interlocal Agreement form to be executed by each city which seeks funding through the County's share of the CARES Act funds; authorize the Chair to execute Interlocal Agreements on behalf of the Board as they are submitted, executed, by the cities.

Summary Explanation and Background:

On May 5, 2020, the Board was presented with an agenda item regarding the \$105 million CARES Act funds which the County received on April 23, 2020. The funds can only be used as follows:

1. for necessary expenditures incurred for the COVID-19 public health emergency response;
2. when not accounted for in the FY 2019-2020 Budget as approved as of March 27, 2020; and
3. are used for expenditures that will be incurred during the period that began on March 1, 2020 and ends on December 30, 2020.

The Board approved the expenditure of funds for certain programs and agreed that, upon executing an interlocal agreement with the Board, the CARES Act funds could also be used to for the same types of expenditures for the cities which the Board approved as County expenditures. These approved expenditures include PPE (Personal Protective Equipment) needs, Quarantine Expenses; Disinfection of Public Areas (contractor expenses, government labor expense and supplies); Payroll Expenses - Public Safety, Health, Human Services, dedicated COVID-19; Sick, family leave expenses, comply with COVID-19 precaution (Family First); Telework Expenses - Comply w/COVID-19 precautions, (software, hardware, phones, stipends, bandwidth).

The County is responsible for the expenditure of the CARES Act dollars it received. If the dollars are later found to not have been used in compliance with the CARES Act and the federal regulations, the County will

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be responsible for reimbursing the federal government.

The interlocal agreement as drafted sets out the requirements for CARES Act eligibility (see above); the County's responsibility for the expenditure of the funds; the City's responsibility for certifying the funds it requests meets the CARES Act eligibility requirements; that there is no contractual right to an expenditure for the City; that if an expenditure is made on behalf of the City which is later disallowed by the federal government, the City must reimburse the County for any funds the County reimburses the federal government; there is no appeal for any decision the County makes to not expend CARES Act dollars; and provides there will be procedures for requesting CARES Act funding.

Clerk to the Board Instructions:

INTERLOCAL AGREEMENT

CARES ACT FUNDING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF _____ a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

RECITALS:

WHEREAS, the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of \$150 billion to States, Tribal governments, and units of local government;

WHEREAS, funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

WHEREAS, by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of \$105 Million Dollars;

WHEREAS, in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

WHEREAS, the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

SECTION 3. CARES ACT REQUIREMENTS.

CARES Act funds may only be used to cover City expenses that:

- (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
- (b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
- (c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.

- (a) The County, as the recipient of \$105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
- (b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
- (c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

- (d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.
- (e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.
- (f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.

- (a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.
- (b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.
- (c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

- (d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

SECTION 6. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) City Representative:

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

SECTION 7. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 8. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 9. EFFECTIVE DATE.

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

SECTION 10. RECORDING.

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

SECTION 11. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

SECTION 12. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 13. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 14. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 15. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

ATTEST:

THE CITY OF

City Manager

Chairman/Mayor

As approved by the Council on _____

Approved as to legal form and content:

Attorney for the City

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk to the Board

Bryan Lober, Chairperson

As approved by the Board on: _____

Approved as to legal form and content:

Attorney for the County



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Development and Environmental Services Group

J.1.

5/28/2020

Subject:

Discussion Re: Right-of-Way Use Agreement with the Suntree Master Homeowner's Association to Supersede Existing Agreement - District 4

Fiscal Impact:

None

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested the Board of County Commissioners discuss and direct staff pertaining to the Right-of-Way Use Agreement with the Suntree Master Homeowner's Association to supersede the existing agreement to permit improvements to be installed and maintained in the Suntree Master Planned Unit Development. Based on the outcome of Board direction, it is requested the Board authorize the Chair to execute the Right-of-way Use Agreement.

Summary Explanation and Background:

On November 13, 2012, Brevard County and the Suntree Master Homeowner's Association entered into the Right-of-Way Use Agreement. The premises in that agreement were not all inclusive of the public rights-of-way of Suntree. The updated Right-of-Way Use Agreement will supersede the existing agreement and will more clearly define the premises to include all the public rights-of-way within the Suntree Master Planned Unit Development. These public rights-of-way within the Suntree Master Planned Unit Development, are depicted on Attachment "A" of the Right-of-Way Use Agreement, which have been dedicated to Brevard County. The Association desires to install and maintain improvements consisting of landscaping, signage, hardscape, irrigation, and related improvements. New improvements will be submitted by the Association to the County as right-of-way permit applications, and issuance of the permits shall be subject to approval by the County. Additionally, the Association desires to improve the public right-of-way at Interlachen Road near its intersection with Wickham Road by installing improvements pursuant to plans and specifications approved by the County in Permit No. 20RW00124. The improvements are depicted in Attachment B of the Agreement.

The County and Association acknowledge and agree that an inventory will be conducted to identify pre-existing improvements upon particular public rights-of-way. It is intended that all of the maintenance responsibilities relating to the pre-existing improvements of interest to the Association be formally assumed by the Association. The County and Association acknowledge that should improvements not be accepted for maintenance by the Association, the Association shall make reasonable effort to facilitate County coordination with a sub-association or other Association member for formal assignment of maintenance obligations. If no entity accepts maintenance responsibility of any existing improvements installed in the public rights-of-way,

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those improvements **shall** be removed as provided for in Section 6 of the Right-of-Way Use Agreement. However, the General Manager of the Suntree Master Homeowner's Association expressed concern with the aforementioned "shall" and requested the Board consider "may" in alternative. It is the recommendation of staff and the County Attorney's Office to utilize "shall" which is included in the attached Right-of-Way Use Agreement.

The County may allow the use of the public right-of-way for purposes which do not conflict with the interests of the public as set forth in Section 125.01, Florida Statutes. In accordance with the Agreement, the Association shall be required to maintain, repair, and replace the permitted improvements without cost to the County. Additionally, the Association is required to provide general liability insurance in an amount not less than one million dollars and name the County as additional insured.

The initial term of the Agreement shall be twenty years commencing with the date of execution by the Board and shall automatically renew annually unless terminated by either party with sixty days' written notice. Upon termination, the Association shall remove all improvements from the public rights-of-way or the Association shall reimburse the County for the cost of such removal. Furthermore, in the event of termination and the County assumes ownership of the improvements, the County does not assume maintenance responsibility unless expressly provided in writing.

In accordance with Administrative Order 29, the attached Right-of-Way Use Agreement, including the use of "shall" in Section 6, has been reviewed and approved by the County Attorney's Office and Risk Management. This Agreement will supersede the Right-of-Way Use Agreement entered into by the County and the Association on November 13, 2012.

Clerk to the Board Instructions:

Please return the fully executed Right-of-Way Use Agreement to the Public Works Department.

RIGHT-OF-WAY USE AGREEMENT (Suntree Master Homeowners Association)

This Right-Of-Way Use Agreement (the “Agreement”), made and entered into by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as “County”), and Suntree Master Homeowners Association, Inc., a Florida corporation (hereinafter referred to as “Association”) whose principal address is 7550 Spyglass Hill Road, Melbourne, Florida 32940.

RECITALS

Whereas, the public rights-of-way within the Suntree Master Planned Unit Development located in Brevard County, Florida, more particularly set forth in Attachment A attached hereto and incorporated herein by this reference (the Public Right-of-Way) have been dedicated to Brevard County, Florida; and

Whereas, Association is the declarant under that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for the Suntree Master Homeowners Association, Inc. recorded on July 16, 1977 in Official Records Book 1545, Page 144-168, of the Public Records of Brevard County, Florida, which governs that certain residential neighborhood known as Suntree; and

Whereas, the County and Association desire to enter into this Agreement to supersede that certain Right of Way Use Agreement entered into by the County and Association on November 13, 2012; and

Whereas, the County and Association acknowledge and agree that an inventory, agreed upon by the County and the Association, will be conducted to identify pre-existing Improvements upon a particular Public Rights-of-Way, it is intended that all of the maintenance responsibilities relating to the pre-existing Improvements, which may consist of, but are not limited to, landscaping, signage, hardscape, irrigation, and/or other related improvements installed within the Public Right-of-Way be formally assumed by the Association; and Whereas, the County and Association acknowledge that should improvements not be accepted for maintenance by the Association, the Association shall make reasonable effort to facilitate County coordination with a sub-association or other Association Member for formal assignment of maintenance obligations; and

Whereas, Association desires to improve the Public Right-of-Way at Interlachen Road near its intersection with Wickham Road by installing improvements pursuant to plans and specifications approved by the County in Permit No. 20RW00124. The improvements are depicted in Attachment B, attached and incorporated herein by this reference; and

Whereas, Association desires to improve the Public Right-of-Way by installing future improvements, which may consist of, but are not limited to, improvements for landscaping,

signage, hardscape, irrigation, and/or other related improvements pursuant to plans and specifications approved by the County and further described below; and

Whereas, the County pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of a public right-of-way for purposes which do not conflict with the interests of the public or are in the interests of the public; and

Whereas, the County has determined that use of the Public Right-of-Way by Association for the installation, operation, maintenance, repair and improvement of such improvements to the Public Right-of-Way pursuant to this Agreement promotes the public interest.

Now therefore, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

Section 1. Recitals

The above recitals are true and correct and incorporated into this Agreement by this reference.

Section 2. Definitions

The following terms used in this Agreement shall have the meaning given to such terms below:

- a) Agreement: shall mean this Right-of-Way Use Agreement (Suntree Master Homeowners Association).
- b) Association: shall mean the Suntree Master Homeowner's Association, successors and assigns.
- c) Association Member: shall mean the owner of any unit within the Association that is not a sub-association homeowners association. Examples include other entities such as churches, medical offices, etc.
- d) County: shall mean Brevard County, Florida, a political subdivision of the State of Florida.
- e) Declaration: shall mean the Suntree Master Homeowners Association Declaration pursuant to Paragraph 13 of this Agreement
- f) Designated Premises: shall mean that portion of the Public Right-of-Way more particularly described in Attachment "A" attached hereto and incorporated herein by this reference, where the Improvements, pre-existing or to be installed will be maintained, with the Designated Premises to be more particularly described in the Plans as approved by the County.
- g) Improvements: shall mean those certain improvements previously installed or to be installed by Association within the Designated Premises and maintained by Association in accordance with the provisions of this Agreement as approved by the County pursuant to any Right-of-Way Permit issued by the County.

- h) Plans: shall mean those certain plans for the construction and installation of Improvements which have been approved by Association and the County as part of a Right-of-Way Permit.
- i) Prompt or Promptly: For purposes of Section 8, the term “promptly” shall mean no later than fourteen days after Association receives written notice of the need for maintenance, repairs, or replacements to the applicable Improvements (as may be extended on a day-by-day basis for acts of force majeure beyond Association’s control); however, to the extent such maintenance, repairs, or replacements cannot reasonably be completed within fourteen days, the term “promptly” shall mean Association shall commence such maintenance, repairs, or replacements within such initial fourteen day period and shall diligently work to complete such maintenance, repairs, or replacements. For purposes of Section 10, the term “promptly” or “prompt” shall mean no later than fourteen days after Association receives actual notice of the existence of a hazardous condition, or a condition in need of maintenance as required hereunder, at the Designated Premises.
- j) Public Right-of-Way: shall have the meaning given to such term in the first recital set forth above.
- k) Right-of-Way Permit: shall mean the official written approval to begin construction or installation of Improvements according to the application, plans, specifications and conditions approved by the County.

Section 3. Construction and Maintenance of Property

During the term of this Agreement, Association hereby agrees to construct and maintain the Improvements within the Designated Premises in the manner described in this Agreement and as permitted by the County. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County. Nothing contained in this Agreement shall supersede the terms and conditions of the Landscape Maintenance Services Contract entered into agreement between the County and the Association effective on July 1, 2019.

Section 4. Term

The initial term of this Agreement shall be twenty years commencing with the date of the execution of this Agreement by the County and Association, and shall thereafter be automatically renewed annually unless terminated by either party, in accordance with paragraph 15 Termination herein.

Section 5. Use of Designated Premises

During the term of this Agreement, Association shall use the Designated Premises only for construction and installation of the Improvements and related maintenance thereto. It is hereby mutually agreed and understood that the use of any structure, improvement or facility now or hereafter located on the Designated Premises as part of the Improvements shall be for decorative or informational purposes only and not for human occupancy, nor shall such

Improvements create traffic hazards. It is specifically agreed and understood that the use herein set forth for the Improvements upon the Designated Premises shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

Section 6. Improvements

All Improvements installed and/or permitted upon the Designated Premises by Association shall be maintained by Association on the Designated Premises during the term of this Agreement in accordance with this Agreement and any County issued Right-of-Way Permit. However, the County and Association acknowledge and agree that upon completion of an inventory of pre-existing Improvements upon a particular Public Right-of-Way, it is intended that all of the maintenance responsibilities relating to the pre-existing Improvements on that Public Right-of-Way be formally assumed by the Association. Any such maintenance assignments shall be by a written instrument executed by both parties assigning such maintenance responsibilities to the Association, and on behalf of the Association assuming such maintenance responsibilities. Upon the execution of such maintenance assignments, the County shall be released from all maintenance obligations and duties it may or may not have had hereunder and that the County shall thereafter look solely to the Association for the performance of such maintenance. Should the Association refuse to accept maintenance obligations and duties of existing Improvements upon a particular Public Right-of-Way, the Association shall make reasonable effort to facilitate County coordination with a sub-association or Association Member for formal assignment of maintenance obligations via a separate Right of Way Use Agreement. Should the Association, sub-association, and Association Member refuse to accept responsibility for existing improvements and enter into a separate Right of Way Use Agreement, such refusal shall result in the immediate removal of the existing Improvements by the County.

In the event any pre-existing improvements or future improvements cause damage to County property, to include but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, Association will be responsible for prompt repair to such County property. If Association fails to promptly repair the damage, Association will pay the County all costs incurred by the County to repair the damage.

It is hereby agreed and understood that any Improvements placed on or constructed on the Designated Premises and permanently attached thereto, shall remain the property of Association and that Association retains the right to remove such improvement within sixty days of the date of termination of this Agreement, whether by breach or by expiration of its natural term. In the event such Improvements are not removed within sixty days of termination, the Improvements shall become the property of the County, and the County may remove the Improvements. To the extent the County elects to remove any such Improvements, Association shall reimburse the County for the cost of removal within thirty days of receipt of an invoice for such removal expenses.

Section 7. Utilities

Association shall pay all charges for electrical service and other utility services supplied to Association at the Designated Premises for the Improvements during the term of this Agreement.

Section 8. Repairs and Maintenance

During the term of this Agreement, Association shall, at its own expense, maintain the Designated Premises and all Improvements on the Designated Premises in accordance with all applicable County and Florida Department of Transportation current maintenance and safety requirements and as updated and make all necessary repairs and replacements to the Designated Premises and/or the Improvements. Such maintenance, repairs and replacements shall be made promptly as and when necessary. Notification of the need for such repair and/or maintenance may be given to Association by written or electronic communication.

Section 9. Illegal, Unlawful or Improper Use

Association shall make no unlawful, improper, immoral or offensive use of the Designated Premises, nor will Association use the Designated Premises or allow use of the Designated Premises for any purposes other than that hereinabove set forth. Failure of Association to comply with this provision shall be considered a material default under this Agreement. In the event any of the Improvements are deemed a traffic safety hazard by the County or the Florida Department of Transportation, such use shall be deemed an improper use and this Agreement shall be subject to immediate termination.

Section 10. Indemnification and Insurance

Except where limited by law, Association agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the Designated Premises or any of the Improvements thereon or any equipment or fixtures used in connection with the Designated Premises by Association or its employees or independent contractors. Association agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with Association's use of the Designated Premises pursuant to this Agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. Association shall include in any contract for work upon or involving the Designated Premises that the contractor shall indemnify and hold harmless the County from liabilities, damages, losses and costs, including but not limited to attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract. The parties acknowledge specific consideration has been exchanged for the provision.

Association further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of General Liability Insurance insuring Association against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management and control of the Designated Premises and the Improvements thereon. Such

policies of insurance shall insure Association in an amount not less than one million dollars to cover any and all claims arising in connection with any one particular accident or occurrence. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida, 32940, within ten days of the date of execution of this Agreement by Association and the County and annually upon insurance renewal. The County shall be named as an additional insured on the policy that Association secures and endorsed with a provision that entitles the County to thirty days written notice from the insurer of any change or cancellation in said policies. The County's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure or maintain the insurance required herein, nor serve as a waiver of any rights or defenses the County may have.

Association shall also be required to include in any contract for work upon or involving the Designated Premises that the contractor is required to maintain, without cost or expense to the County, the following types of insurance. The policy limits required are to be considered minimum amounts:

- General Liability Insurance in an amount not less than one million dollars combined single limit for each occurrence and to include coverage for Explosion, Collapse, Underground (XCU) hazards.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law.

Association shall notify the County promptly in writing of any hazardous condition existing on or about the Designated Premises.

All Improvements or personal property constructed or placed on or about the Designated Premises by Association or its employees or independent contractors shall be at the risk of Association, and the County shall not be liable for any damage or loss to any Improvements or personal property located thereon for any cause whatsoever. Association agrees and understands that the County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover Association's interests therein.

Section 11. Right of Entry

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve Association of local or other jurisdictional requirements. The County or its agents may enter in and on the Designated Premises at any time for any purpose, including inspecting such property or performing other duties of the County as are required by law or by the terms of this

Agreement. Nothing in this Agreement shall limit the County's ability to take necessary and appropriate action to protect property, preserve life, or ensure safety of citizens in any emergency situation. The County shall not be responsible to replace improvements if emergency/safety requires immediate action by the County causing damage or removal of Improvements for preservation of life, safety, and property.

Section 12. Compliance with Statutes

Association shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental bodies applicable to the Designated Premises for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Designated Premises during the term of the Agreement.

Section 13. Binding Effect; Assignability

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. The Association shall not assign this Agreement or any portion thereof of Association's rights, obligations, or duties hereunder to any party without the prior written consent of the County. In the event the Association does assign this Agreement, the Association and any such assigns shall be jointly and severally responsible for the Association's responsibilities under this Agreement.

Section 14. Independent Contractor

Association shall perform the services under this Agreement as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to make Association or any of its agents or employees to be the agent, employee or representative of the County.

Section 15. Termination

This Agreement may be terminated with or without cause by either party upon sixty days' written notice thereof to the other party; provided, however, that upon termination, Association or, if this Agreement or any portion thereof has been assigned as permitted hereunder, then the applicable assignees of this Agreement, shall, at the request of the County, remove all Improvements to the Designated Premises, or, in the alternative, reimburse the County for the cost of such removal. In the event this Agreement is terminated and the County assumes ownership of the Improvements within the Public Right-of-Way, the County does not assume maintenance responsibility unless expressly provided in writing. Any maintenance performed by the County will not constitute an assumption of maintenance responsibility as may be otherwise assigned by Florida Statute or County Code.

Section 16. Notice; Notice of Breach

Notice under this Agreement shall be given to the County at the office of the County Manager, 2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida 32940 with a copy to the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida 32940. Notice under this Agreement shall be given to Association at 7550 Spyglass Hill Road, Melbourne, FL 32940 and by email tfoley@suntreeflorida.com

In the event the County determines Association or any assignee has breached any term or provision of this Agreement, the County shall provide written notice of such breach to breaching party and the breaching party shall have thirty days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonable be cured within such thirty day period, then the breaching party shall have such longer period to cure the breach as is reasonably necessary provided, however, that if the breaching party commences reasonable action to remedy the breach within such thirty-day period and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

Section 17. Right to Audit Records

In the performance of this Agreement, Association and any assignee shall respectively keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related only to the performance of this Agreement (and no other books, records, and accounts of Association or any assignee) shall be open to inspection during regular business hours by an authorized representative of the County upon written notice to Association or any assignee not less than five business days advance notice and shall be respectively retained by Association and each assignee for a period of five years after termination of this Agreement. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by Association or any assignee or provided to Association or any assignee under the terms of this Agreement, are public records and Association and any assignee agree to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

Section 18. Waiver

The waiver by the County of any of Association's or any assignee's respective obligations or duties under this Agreement shall not constitute a waiver of any other respective obligation or duty of Association or any assignee under this Agreement.

Section 19. Entirety and Modifications

This Agreement represents the understanding between the parties in its entirety as to the subject matter of this Agreement and no other agreements, either oral or written, exist between the County and Association as to the subject matter of this Agreement. This Agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein. Attachment A, which is intended to set forth the Designated Premises of this Agreement, may be modified as Improvements are approved pursuant to the terms of this Agreement. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

Section 20. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 21. Attorney's Fees and Venue

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

Section 22. Construction of Agreement

The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

Section 23. Effective Date

This Agreement shall be effective on the last signature date required set forth below.

In witness whereof, County and Association caused this Agreement to be duly executed in their respective names as of the day and year written below.

Attest:

Board of County Commissioners
of Brevard County, Florida

Scott Ellis, Clerk

Bryan Lober, Chair

As approved by the Board on _____

Approved as to legal form and content:

Assistant County Attorney

Suntree Master Homeowners Association, a Florida
corporation

Printed name: _____

Name: _____

Title: _____

Printed name: _____

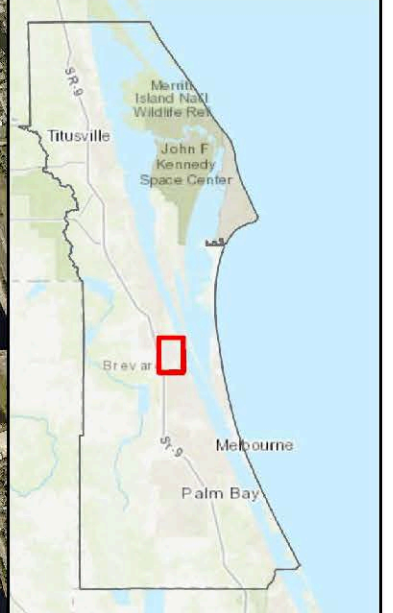
STATE OF FLORIDA }
 }
COUNTY OF BREVARD}

The foregoing instrument was acknowledged before me this ____ day of _____, 2020,
by _____, as _____ of Association, a
Florida corporation, on behalf of the corporation, who is personally known to me.

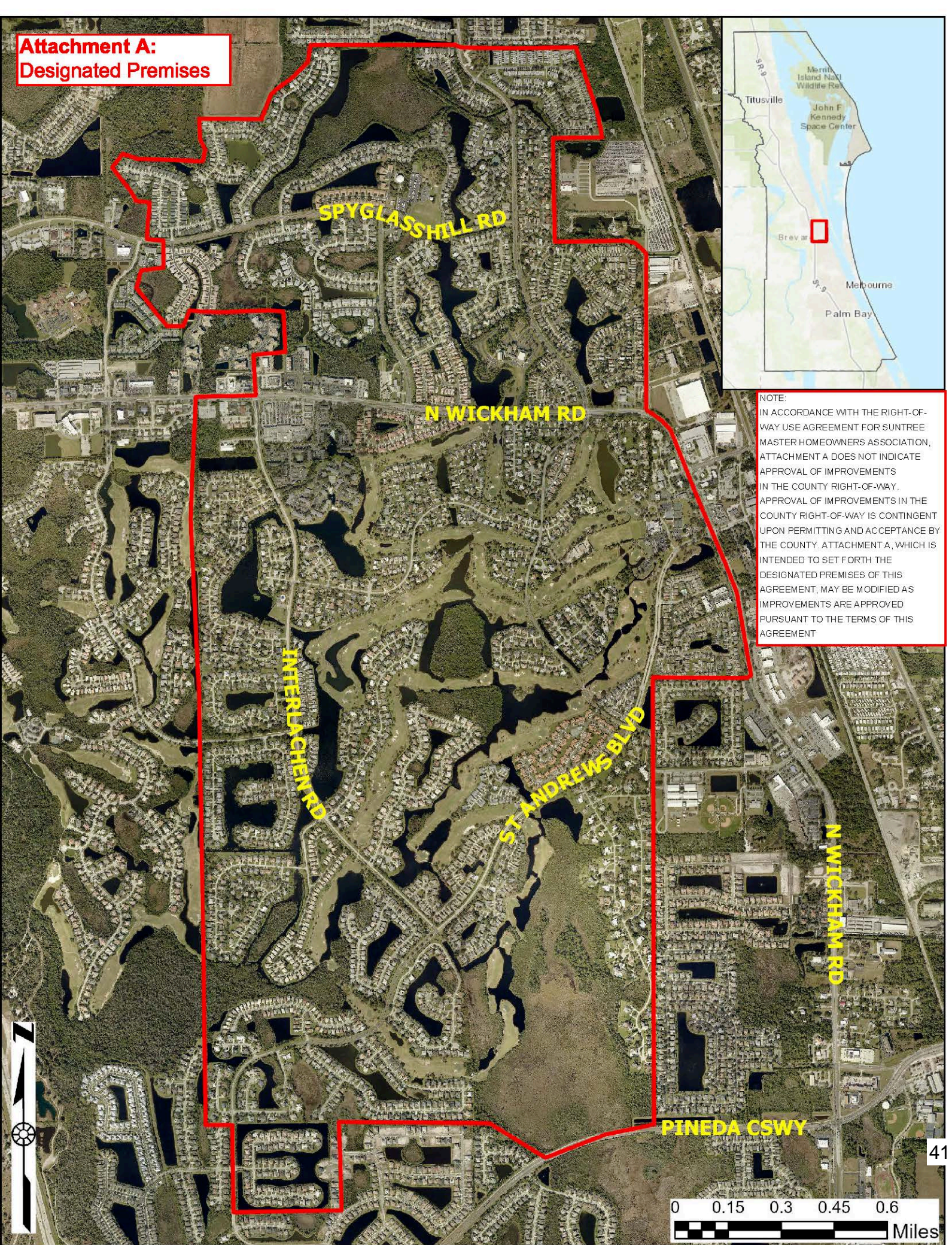
Notary Public

Printed Name

**Attachment A:
Designated Premises**



NOTE:
IN ACCORDANCE WITH THE RIGHT-OF-WAY USE AGREEMENT FOR SUNTREE MASTER HOMEOWNERS ASSOCIATION, ATTACHMENT A DOES NOT INDICATE APPROVAL OF IMPROVEMENTS IN THE COUNTY RIGHT-OF-WAY. APPROVAL OF IMPROVEMENTS IN THE COUNTY RIGHT-OF-WAY IS CONTINGENT UPON PERMITTING AND ACCEPTANCE BY THE COUNTY. ATTACHMENT A, WHICH IS INTENDED TO SET FORTH THE DESIGNATED PREMISES OF THIS AGREEMENT, MAY BE MODIFIED AS IMPROVEMENTS ARE APPROVED PURSUANT TO THE TERMS OF THIS AGREEMENT





RAWING NUMBER: _____

Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
LC26000357
4425 CROOKED MILE RD.
MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com



SCALE: NTS



IMPORTANT NOTE:
THIS SCHEMATIC IS BASED ON AN
AERIAL PHOTO ONLY AND IS NOT
100% ACCURATE. GENERAL
CONTRACTOR SHALL FIELD VERIFY
ALL EXISTING CONDITIONS, PRIOR
TO COMMENCEMENT OF WORK.

811 KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

It's fast. It's free. It's the law.

Call 811 two business days
before digging.

FOR BIDDING AND CONSTRUCTION

SHEET TITLE	Cover Sheet
-------------	-------------

DATE 03-17-16

DESIGN
S.H.

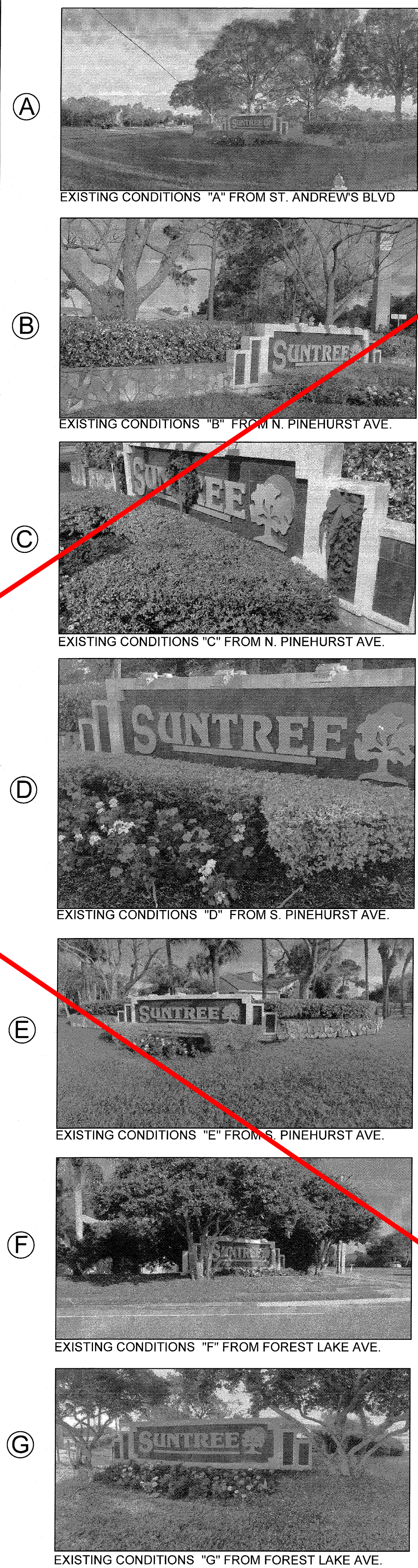
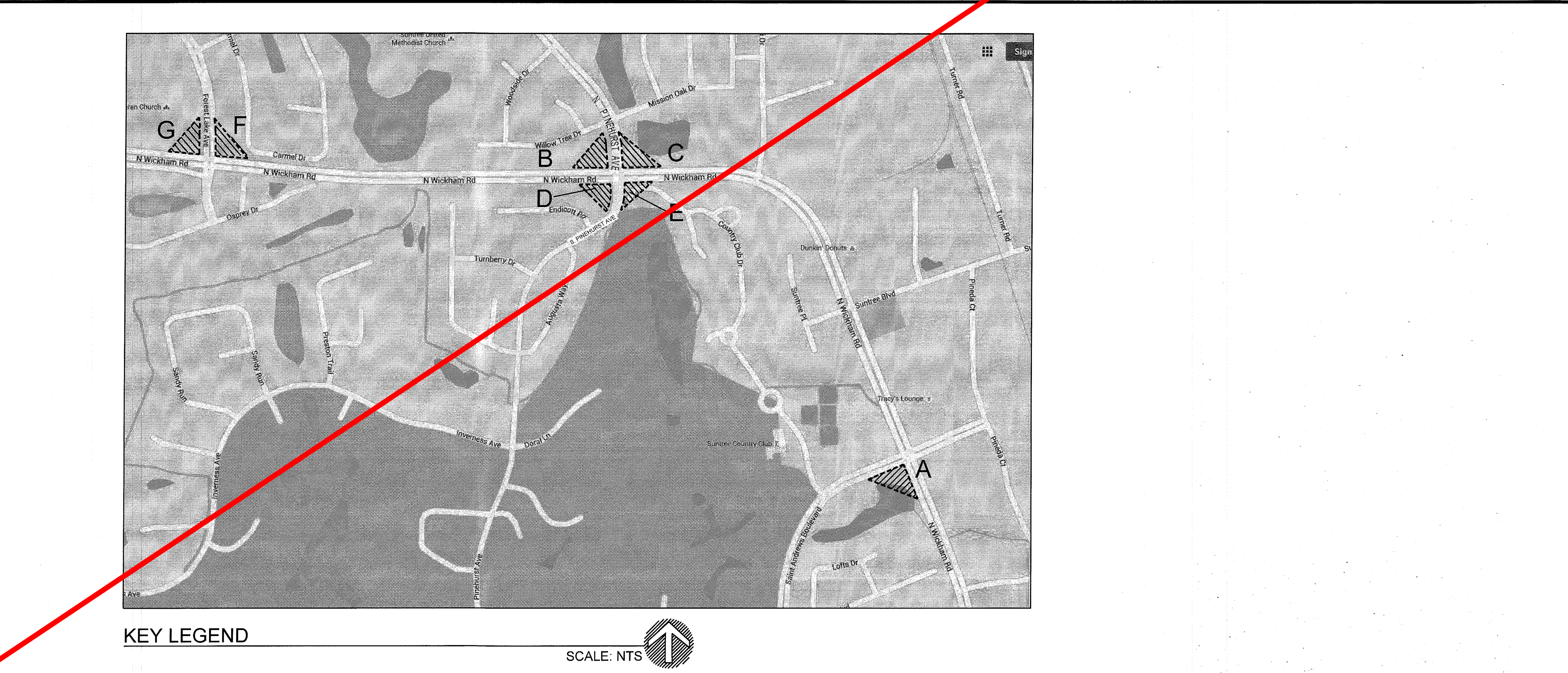
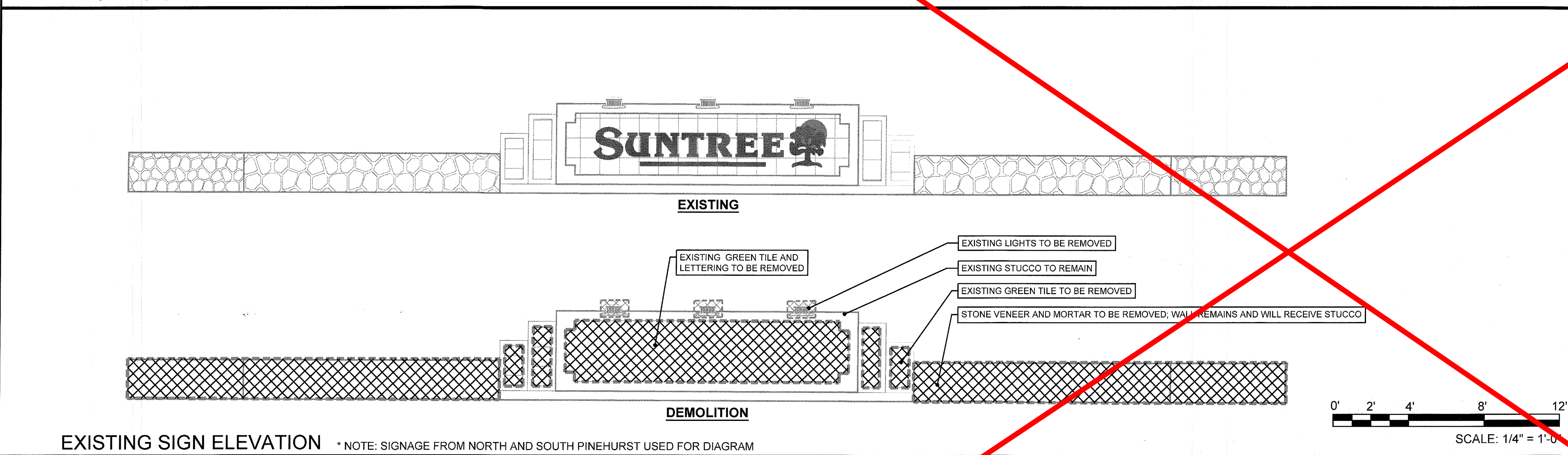
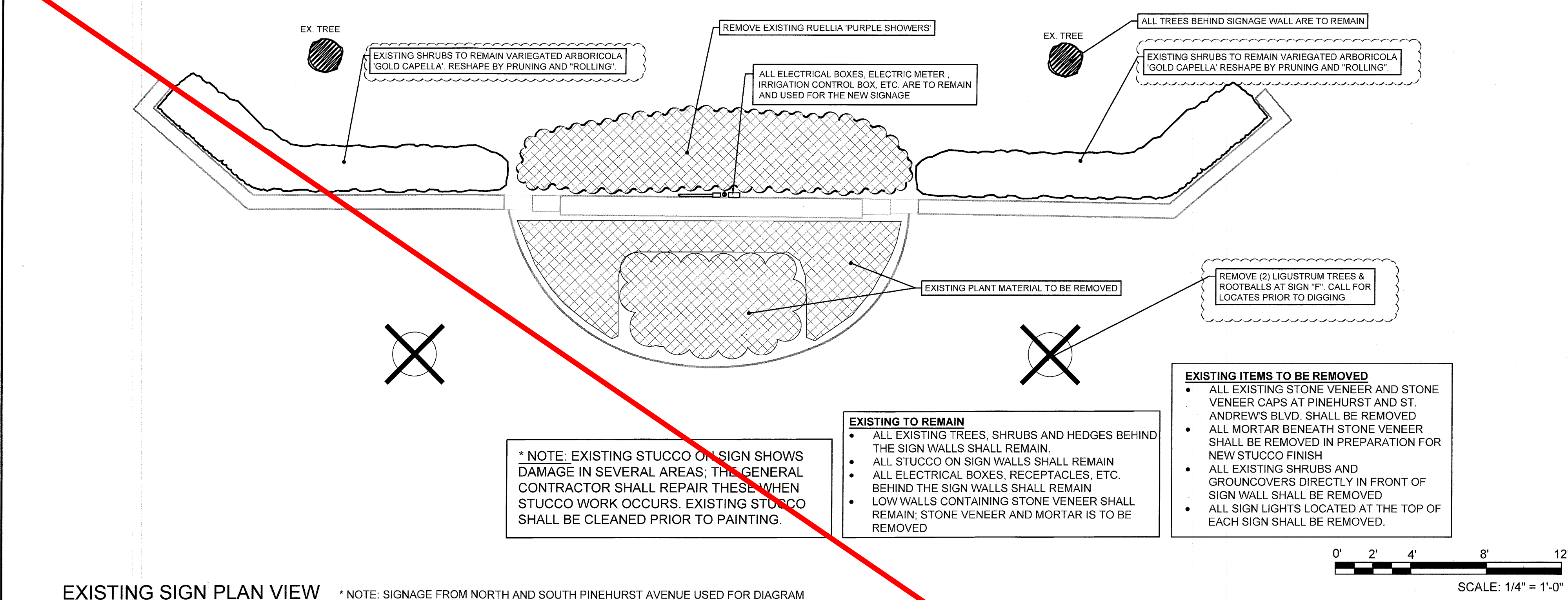
DRAWN
S.K.

SCALE
NTS

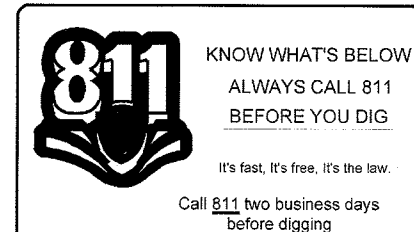
REVISIONS

SEA

L-1



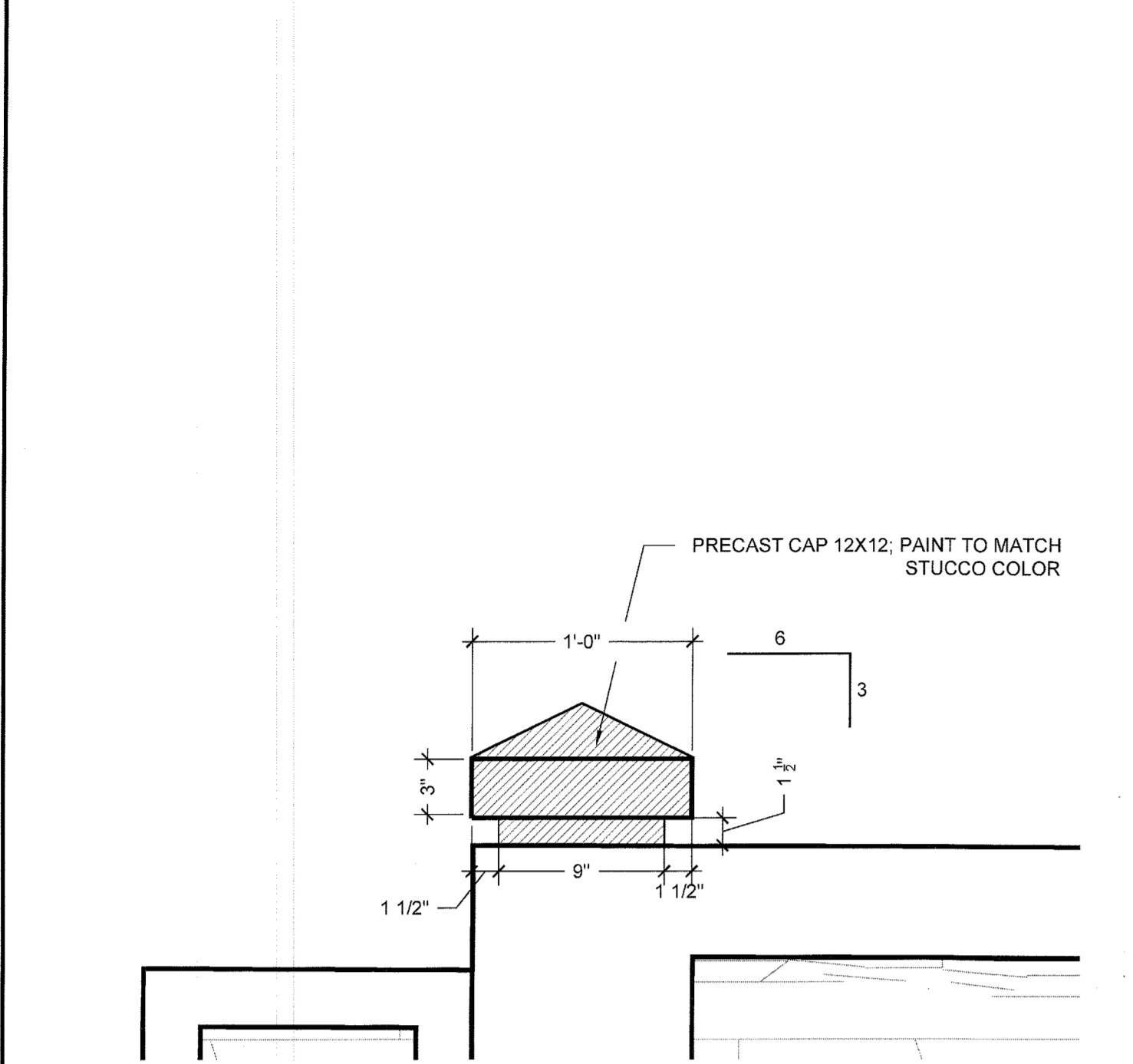
REMOVE (2) LIGUSTRUM TREES AND ROOTBALLS AT THIS SIGN LOCATION. CALL FOR LOCATES PRIOR TO DIGGING.



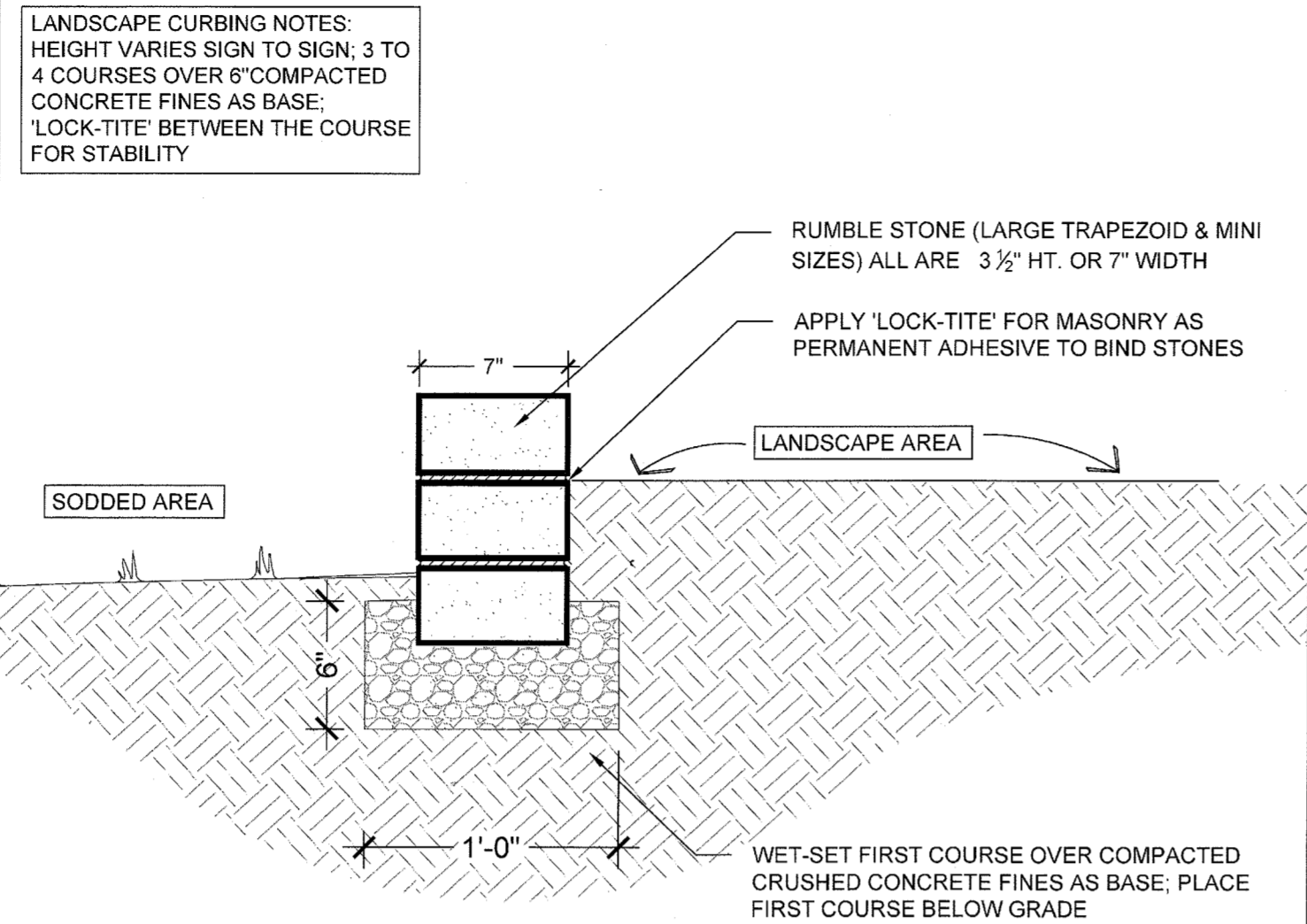
Susan Hall, ASLA
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MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

Suntree Signage Improvements
North Wickham Road
Suntree, Florida

SHEET TITLE	
Demolition and Removal Plan	
DATE	03-17-16
DESIGN	S.H.
DRAWN	S.K.
SCALE	As Shown
REVISIONS	03-17-16 RESPONSE TO OWNER COMMENTS
SEAL	
L-2	5
SHEET	OF



1 ENLARGED SQUARE CAP DETAIL
L-3 SCALE: 1 1/2" = 1'-0"



2 CURBING INSTALLATION DETAIL
L-3 SCALE: 1 1/2" = 1'-0"

HARDSCAPE MATERIALS SPECIFICATIONS

LANDSCAPE CURBING:

MANUFACTURER: PAVESTONE

PRODUCT: RUMBLESTONE

SIZE: LARGE (10.5"L X 7"W X 3.5"H) TRAPEZOID (10.25"L X 7"W X 3.5"H) & MINI (7"L X 3.5" W X 1.75" H)

COLOR: CAFE; SOURCE: HOME DEPOT

STONE VENEER:

MANUFACTURER: BORAL

PRODUCT: CULTURED STONE - PRO-FIT LEDGESTONE

COLOR: SOUTHWEST BLEND

SOURCE: BREVARD STONE (321) 636-9344

BANDED ALUMINUM OUTDOOR WALL SCONCE (21 INCH)

MANUFACTURER: Y LIGHTING

MODEL # 305894

FINISH: BRONZE; GLASS TYPE: SOFT AMBER

QUANTITY: (7) SIGNS X (2) PER SIGN = 14 TOTAL

ELECTRICIAN REQUIRED FOR MOUNTING & HOOK UP; PROVIDE PHOTOCELL FOR OPERATION

SIGN LETTERING & LOGO

MATERIAL: SOLID CORE PVC @ 3/8" THICKNESS

PIN MOUNTED TO SIGN WALL AS CLOSE AS POSSIBLE

RECOMMENDED FABRICATOR: ART-KRAFT SIGNS; EVELINE ENGLAND (321) 727-7324

TREE LOGO PAINT COLOR: RICHARD'S PAINT; 3498; DEEP WOODS GREEN (PMS 5615)

SUN LOGO PAINT COLOR: RICHARD'S PAINT; 2238; NASTURSIUM (PMS 7416)

SUNTREE LETTERING PAINT COLOR: 50-60-100-48; (PMS 7519)

PAINT FOR EXISTING & NEW STUCCO:

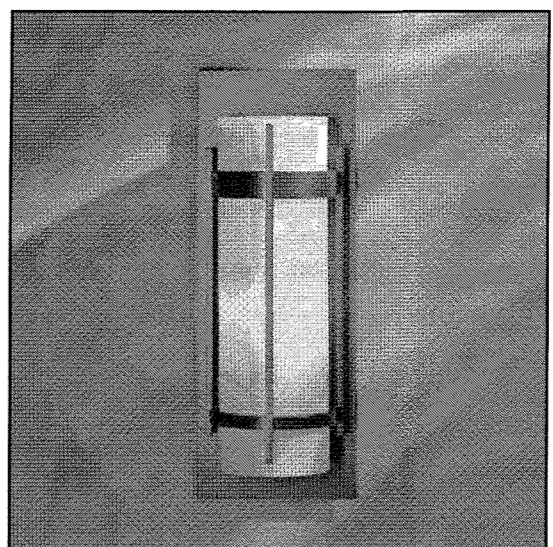
STUCCO FINISH: SMOOTH SANDED

MANUFACTURER: SHERWIN-WILLIAMS

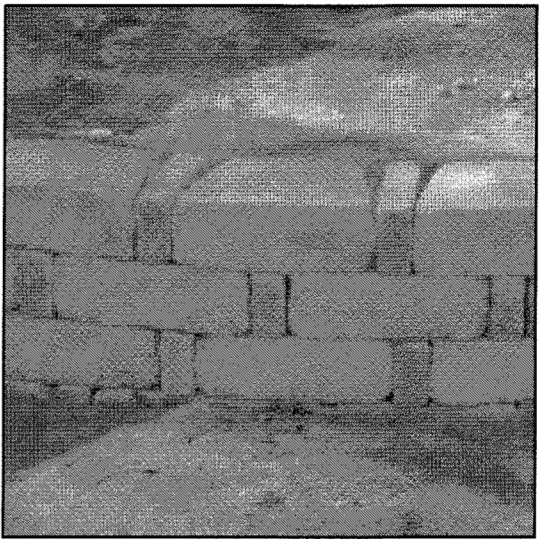
COLOR: SANDS OF THE SW 6101

*CONTRACTOR SHALL APPLY ONE COAT OF PRIMER

& 2 COATS EXTERIOR PAINT COLOR. CONTRACTOR IS TO PURCHASE A PAINT SAMPLE AND APPLY TO STUCCO FOR APPROVAL PRIOR TO PAINTING.



Y LIGHTING BANDED ALUMINUM
OUTDOOR WALL SCONCE

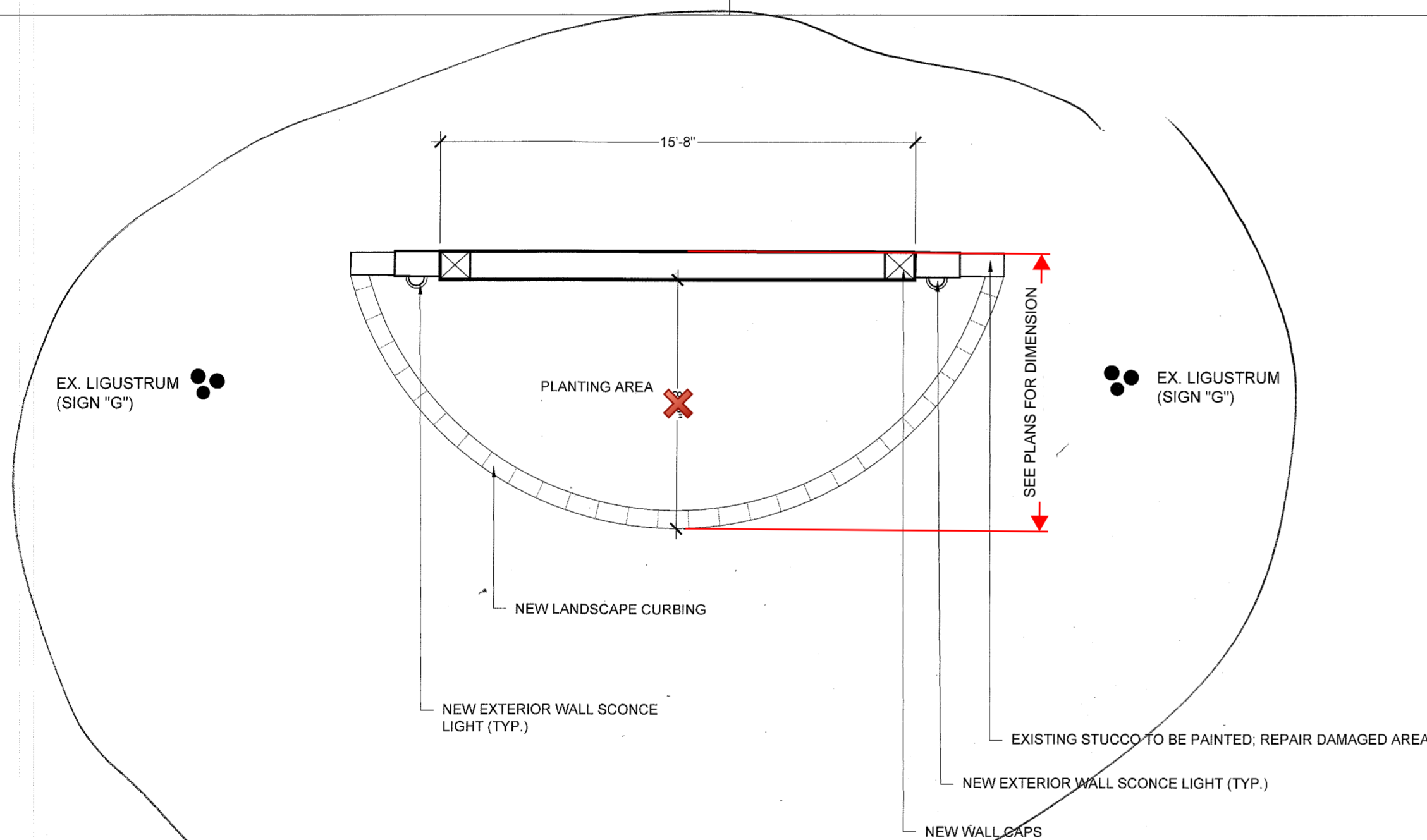


LANDSCAPE CURBING

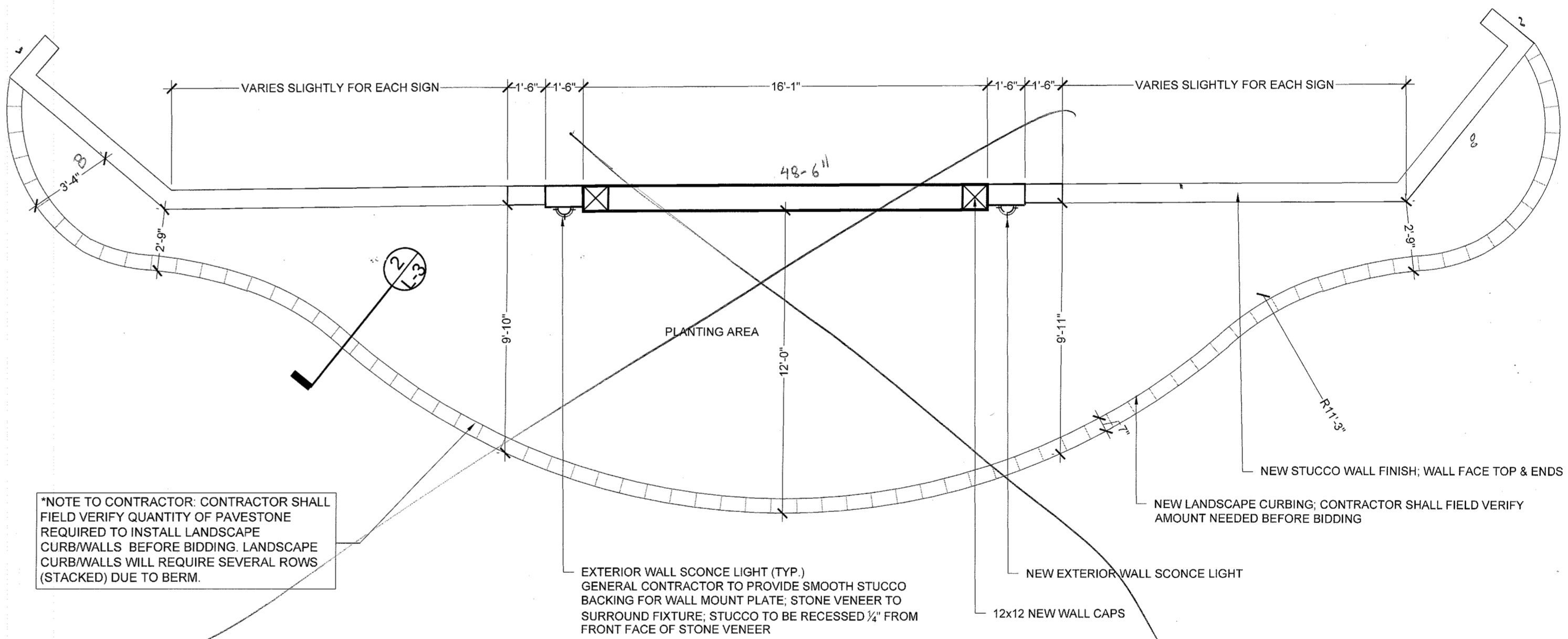


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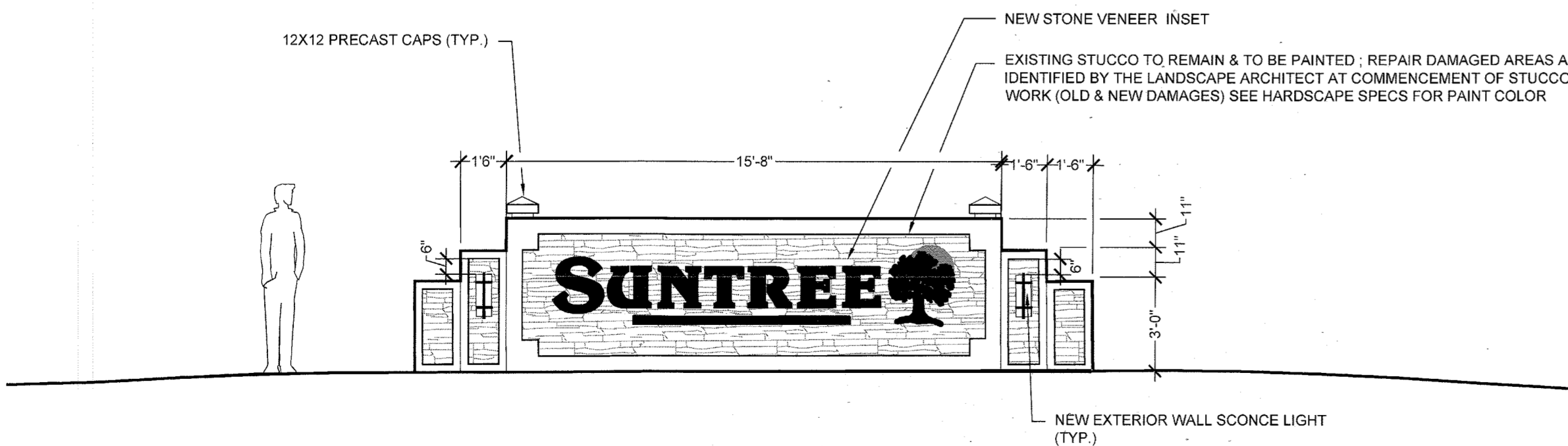
Suntree Signage Improvements
North Wickham Road
Suntree, Florida



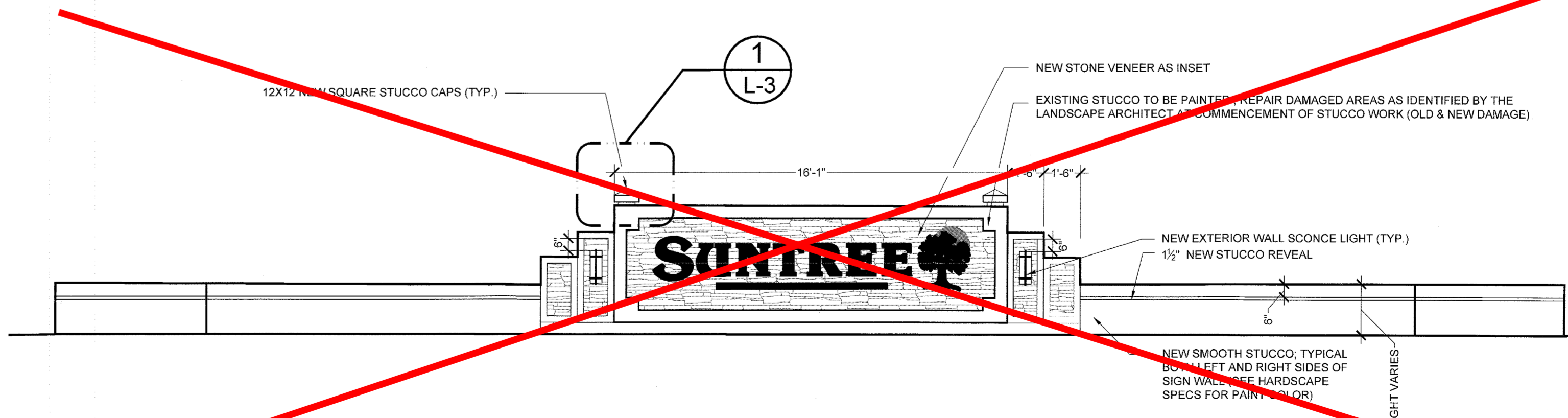
3 PROTOTYPES "F" & "G" PLAN VIEW
L-3 SCALE: 1/4" = 1'-0"



4 PROTOTYPES "A", "B", "C", "D" & "E" PLAN VIEW
L-3 SCALE: 1/4" = 1'-0"



5 PROTOTYPES "F" & "G" SIGN WALL ELEVATION
L-3 SCALE: 1/4" = 1'-0"



6 PROTOTYPES "A", "B", "C", "D" & "E" SIGN WALL ELEVATION
L-3 SCALE: 1/4" = 1'-0"

SHEET TITLE
Hardscape
Plan &
Details

DATE
03-17-16

DESIGN
S.H.

DRAWN
S.K.

SCALE
As Shown

REVISIONS

SEAL

L-3
SHEET

5
OF



Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
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PHONE: (321) 449-0790
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www.hall-la.com

Suntree Signage Improvements
North Wickham Road
Suntree, Florida

SHEET TITLE
Landscape Plan
and
Lighting Plan

DATE
03-17-16

DESIGN
S.H.

DRAWN
S.K.

SCALE
1/4" = 1' - 0"

REVISIONS
03-17-16 RESPONSE TO
OWNER COMMENTS

SEAL

L-4
SHEET

5
OF

Plant List for Prototype "A" through "E"

SHRUBS & GROUNDCOVERS					
QTY	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING
10	<i>Codiaeum variegatum 'Mamey'</i>	Croton 'Mamey'	7G	24"x24" Full	As Shown
10	<i>Codiaeum variegatum 'Mamey'</i>	Croton 'Mamey'	3G	14"x14" Full	As Shown
10	<i>Ilex vomitoria 'Stokes Dwarf'</i>	Ilex 'Stokes Dwarf'	7G	Globes 16x16	As Shown
10	<i>Ilex vomitoria 'Stokes Dwarf'</i>	Ilex 'Stokes Dwarf'	7G	Globes 20x20	As Shown
10	<i>Ilex vomitoria 'Stokes Dwarf'</i>	Ilex 'Stokes Dwarf'	10G	Globes 26x26	As Shown
60	<i>Philodendron selloum</i>	Philodendron selloum	3G	24"x24"	36" OC
425	<i>Juniperus chinensis 'Parsonii'</i>	Parson's Juniper	3G	6"x16"	20" OC
75	<i>Podocarpus 'Pringles'</i>	Podocarpus 'Pringles'	3G	10"x10" Full	12" OC
300	Seasonal Color	Seasonal Color	3G		12" OC

MISCELLANEOUS LANDSCAPE ITEMS	
TBD	Site Prep- Includes Removals & Fine Grading
TBD	Sod Repair Following Work; Landscape Contractor to field-verify amount needed
32 CY	Planting Mix- 33% Clean Sharp Sand, 33% Florida Peat, 33% Well-rotted Wood Chips/Compost
15 CY	Mulch; this amount includes areas "A" through "E"
	Irrigation Modifications and minor repair
	Bracing, Guying, Staking & Fertilizing is to be included in the unit price for installed plant material

*All material calculations are based on measurements from AutoCAD drawings and do not include shrinkage, cuts & waste, etc. Contractor is responsible for measuring & verifying quantities/calculations for the project.

LANDSCAPE NOTES:

- SHAPE EXISTING ARBORICOLAS TO BE ROLLED WHEN PRUNED; NO FLAT OR SQUARE CUTS.
- HAND DIGGING OF ALL NEW LANDSCAPE MATERIALS IS STRONGLY RECOMMENDED DUE TO PRESENT UTILITIES.

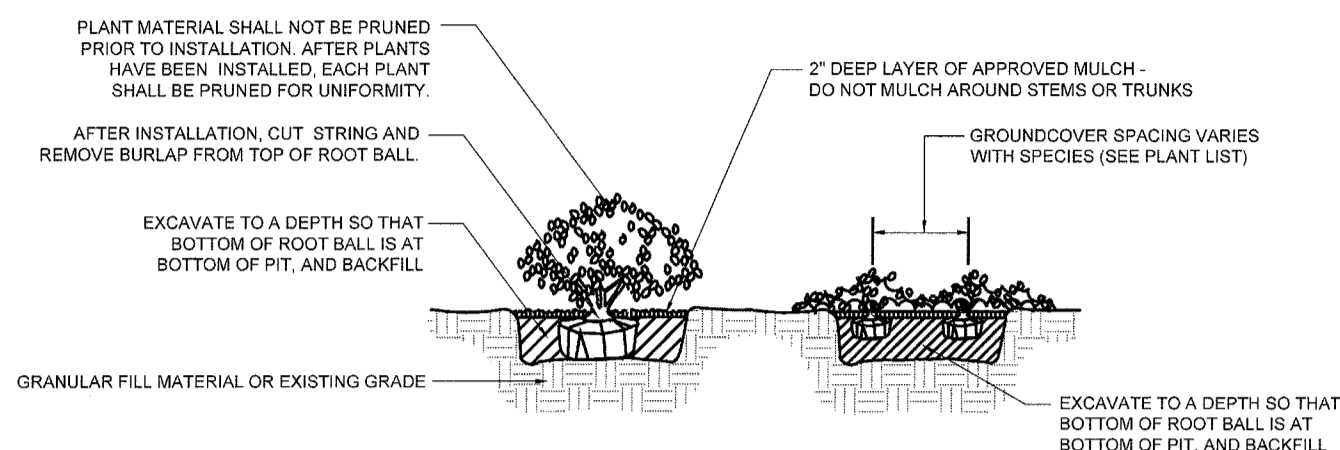
Plant List for Prototype "F" through "G"

SHRUBS & GROUNDCOVERS					
QTY	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	SPECIFICATIONS	SPACING
4	<i>Ilex vomitoria 'Stokes Dwarf'</i>	Ilex 'Stokes Dwarf'	3G	Globes 16x16	As Shown
4	<i>Ilex vomitoria 'Stokes Dwarf'</i>	Ilex 'Stokes Dwarf'	7G	Globes 20x20	As Shown
24	<i>Philodendron selloum</i>	Philodendron selloum	3G	24"x24"	36" OC
2	<i>Ligustrum lucidum</i>	Glossy Privet Tree	100G	8"x8" MT	As Shown
4	<i>Ilex vomitoria 'Stokes Dwarf'</i>	Ilex 'Stokes Dwarf'	10G	Globes 26x26	As Shown
28	<i>Juniperus chinensis 'Parsonii'</i>	Parson's Juniper	3G	6"x16"	20" OC
30	<i>Podocarpus 'Pringles'</i>	Podocarpus 'Pringles'	3G	10"x10" Full	12" OC
76	Seasonal Color	Seasonal Color	1G	See owner	12" OC

MISCELLANEOUS LANDSCAPE ITEMS	
TBD	Site Prep- Includes Removals & Fine Grading
TBD	Sod Repair Following Work; Landscape Contractor to field-verify amount needed
5 CY	Planting Mix- 33% Clean Sharp Sand, 33% Florida Peat, 33% Well-rotted Wood Chips/Compost
3 CY	Mulch; this amount includes areas "F" through "G"
	Irrigation Modifications and minor repair
	Bracing, Guying, Staking & Fertilizing is to be included in the unit price for installed plant material

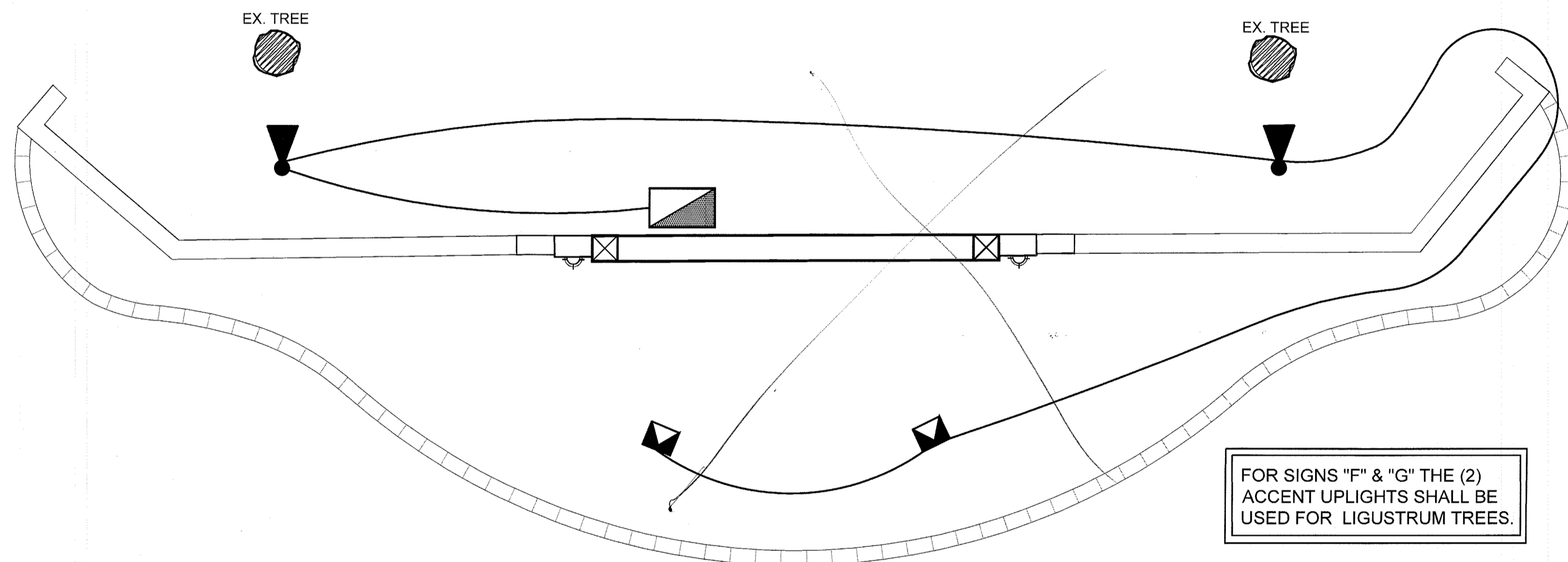
*All material calculations are based on measurements from AutoCAD drawings and do not include shrinkage, cuts & waste, etc. Contractor is responsible for measuring & verifying quantities/calculations for the project.

Maintain landscaping shrub and groundcover heights at 18" maximum. Only plants maintainable at 18" maximum at full maturity shall be used.



SHRUB & GROUNDCOVER PLANTING DETAIL

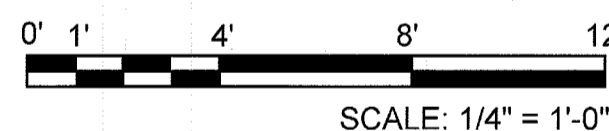
N.T.S.



LIGHTING PROTOTYPE FOR ALL (7) SIGNS TYPICAL

ST. ANDREW'S BLVD, NORTH PINEHURST, SOUTH PINEHURST & FOREST LAKE AVE

SCALE: 1/4" = 1'-0"



LANDSCAPE LIGHTING LEGEND				
SYMBOL	FIXTURE	QTY.	SPECIFICATION	MOUNT TYPE & HEIGHT
	YARD SENTRY ACCENT UPLIGHT	14	V2-35-6-BR-W 8.3WATT	STAKE - 16"
	YARD SENTRY MINI WALL WASH	14	MWW-20-F-BR-W 3.0WATT	STAKE MOUNT MINI WALL WASH 12" STAKE
	TRANSFORMER	7	STAINLESS STEEL TRANSFORMER w/ PHOTOCELL CONTROL 100WATT	WALL MOUNTED ON BACK OF SIGN WALL

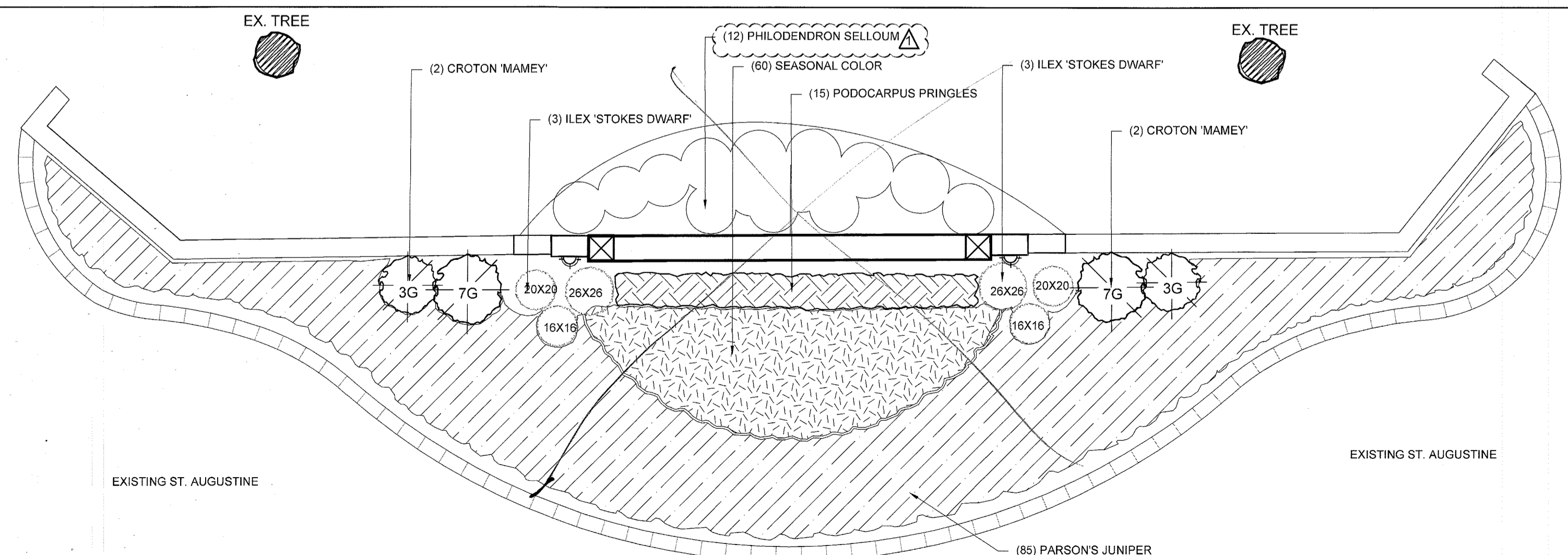
LIGHTING NOTES:

- ALL CIRCUITS AND CONTROLS BY OTHERS.
- PROVIDE DIRECT BURIAL CABLE MINIMUM 8" BELOW GRADE.
- ALL TRANSFORMERS SHALL BE STAINLESS STEEL. PROVIDE GFI INTO ELECTRICAL JUNCTION BOX FOR CONNECTION TO UL RATED OUTLETS.
- ALL TRANSFORMERS SHALL BE HARD-WIRED AT THEIR LOCATIONS. NO PLUG-IN TYPE CONNECTIONS.
- LIGHTING INSTALLER SHALL FLAG LOCATIONS OF FIXTURES WITH LANDSCAPE ARCHITECT, PRIOR TO COMMENCEMENT OF WORK.



ELECTRICAL NOTES FOR 120 WALL SCONCES:

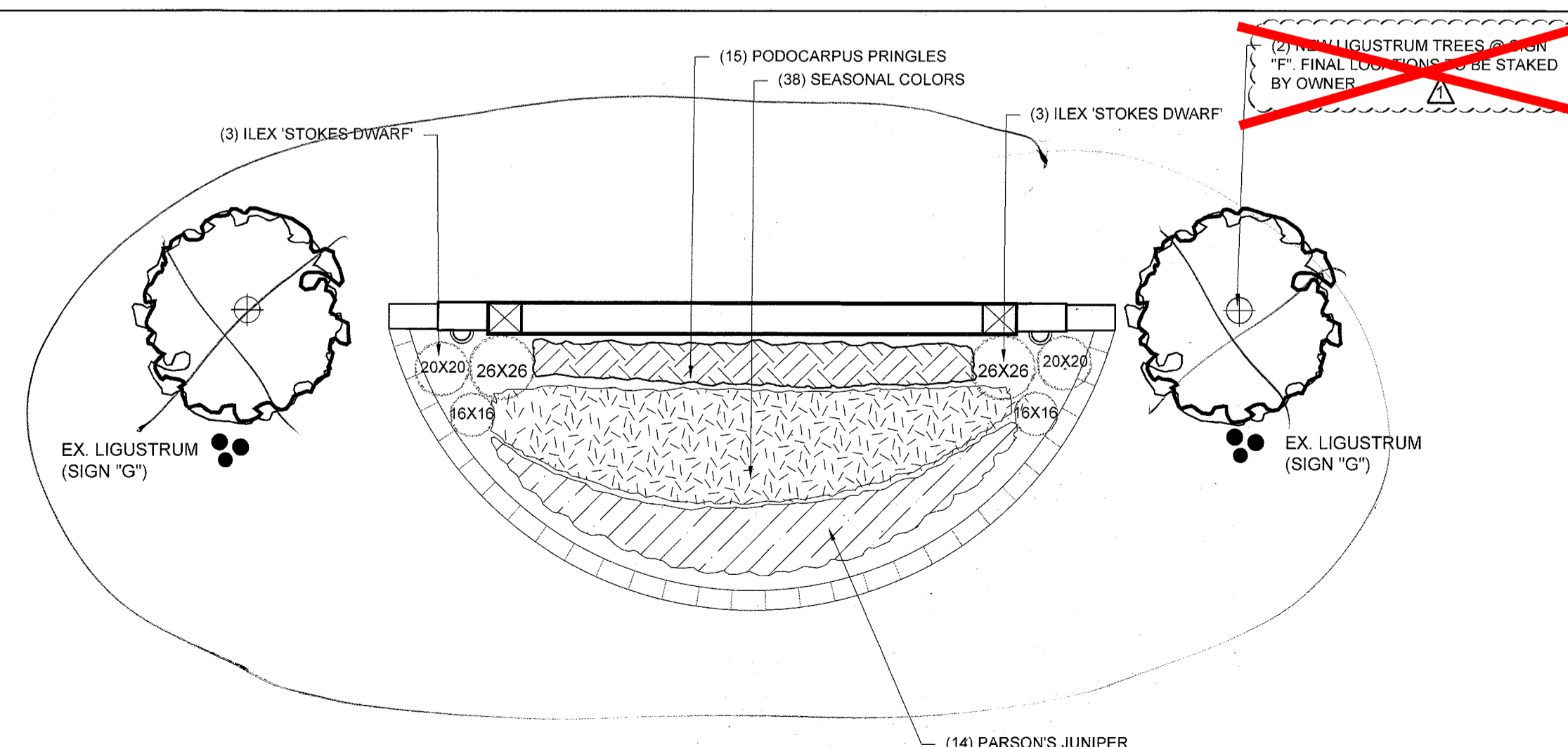
- SPECIFY LIGHT SCONCES REQUIRE 110 V. LICENSED ELECTRICIAN REQUIRED FOR INSTALLATION.
- CONTRACTOR TO PROVIDE (2) NEW ELECTRIC RECEPTICALS (GFI) ON BACK OF EVERY SIGN WALL WITH CLEAR BUBBLE COVERS.



LANDSCAPE PROTOTYPE "A","B","C","D" & "E"

PROTOTYPE FOR ST. ANDREW'S BLVD, NORTH PINEHURST AND SOUTH PINEHURST

SCALE: 1/4" = 1'-0"



LANDSCAPE PROTOTYPE "F" & "G"

~~PROTOTYPE FOR FOREST LAKE AVENUE~~

SCALE: 1/4" = 1'-0"

LANDSCAPE SPECIFICATIONS:

- 1.00 GENERAL
- 1.01 The Contractor is reminded that the General Conditions and / or Special Conditions of this contract govern the work of this section of the Specifications whether attached hereto or not. Subcontractors undertaking to perform work under this Section shall be made fully aware of these documents and of their responsibilities and obligations thereunder. In the event of any discrepancies between the drawings and specifications and the following 'Scope of Work', the latter shall prevail.
- 2.00 SCOPE OF WORK
- 2.01 The work of this Section shall include all labor, materials, equipment, appliances, and accessories necessary for the complete performance of all excavation, grading, planting and backfill work in accordance with these Specifications and the Contract Drawing. Without restricting the generality of the foregoing, the items listed below and similar items shown on the Contract Drawings shall constitute the work of this Section:

A. Finish grading and final site preparation of all areas to be landscaped.

B. Furnishing and incorporating fertilizer and other soil amendments.

C. Furnishing plant materials and grass materials and installing same.

D. Furnishing and placing 'Planting Mixture' and other miscellaneous items to complete the work.

E. Replacement of unsatisfactory plant material.

F. Clean-up.

3.00 SITE PREPARATION

3.01 The Contractor shall provide finish grading and final preparation of all areas to be landscaped to within 2" of finish grade. This will require raking and pulverizing of all areas in order to crumble dirt, clogs and / or debris. The Landscape Contractor shall be responsible for finish grading, which is the top 2" of the site.

4.00 MATERIALS

4.01 Plant materials shall be furnished by the Landscape Contractor and as indicated on the plans. All plant materials shall meet or exceed the following standards.

A. Plant species and sizes shall conform with plant list. Nomenclature shall conform to Standardized plant names, in accordance with the latest edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants.

B. All plants shall be nursery grown or as stipulated herein and shall comply with all required inspections, grading standards and plant regulations as set forth in the Florida Department of Agriculture 'Grades and Standards for Nursery Plants' , including revisions. Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

C. The minimum grade for all trees, palms, shrubs, and groundcovers shall be Florida No. 1 and shall meet or exceed the size and quality standards of the American Association of Nursery Stock, sponsored by the American Association of Nurserymen, latest addition, unless otherwise indicated and all plants shall be sound, healthy and vigorous, well-branched and densely foliated when in leaf. They shall have healthy, well developed root systems and shall be free of disease and insect pests, eggs or larvae. Florida Fancy material shall be provided where plant list specifies 'specimen'.

D. The determining measurements for trees shall be the height and spread, and shall be measured from the top of the plant to the root crown, not to include the immediate terminal growth. Their width shall be measured across the normal spread of the branches. Both measurements shall be made with the plants in their normal position.

E. Plants larger in size than those specified may be used with approval of the Landscape Architect at no additional cost to the Owner. If the use of the larger plants is approved, the ball of earth or spread of roots shall be increased proportionately.

F. Container grown plants the same quality as balled and burlapped plants may be substituted in lieu thereof. Plants grown in containers shall be delivered and remain in the containers in a shady location until planted. Plants in containers shall be watered prior to transportation and shall be kept moist until planted. The container must be removed prior to planting, with care as not to injure the roots.

G. Grass materials shall consist of the following:

1. Sod: Solid sod shall be as indicated on the drawings. Sod must be strongly rooted and free of pernicious weeds. Mow to a height not to exceed 1 1/2" before lifting. Lifts shall have a uniform thickness of 1 inch to 1 1/2 inches. Sod containing nutgrass, lippia water sedge, dollar weed, or other common turfweed species (if applicable), will not be accepted.

2. Sodding installation:

a) Sodding shall be done as soon as practical following finish grading. The day before sod installation, the contractor shall rake 50# Milorganite per 1000 sf of area to receive sod. Ground shall be leveled with the back of a rake and sod laid with joints closely butted so that no voids are visible, keeping surface of sod flush with the adjoining seeded areas and or pavements. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Hand tamp to ensure contact with subgrade, and water thoroughly with a fine spray immediately after laying.

b) After sod is in place, it shall be top dressed with sufficient sharp, clean 60% sand/40% muck soil mix to fill all voids remaining and thoroughly watered to wash the top dressing into the sodded surface.

c) All sod areas shall then be rolled using a vibrating #1500 sod roller if deemed necessary by the Landscape Architect, following installation.

d) It is the Landscape Contractor's responsibility to keep new sod properly watered until completion of the contract. All watering shall meet specifications according to 'Grades and Standards' Section 983.

H. Substitutions in plant species or size will be made only with prior written permission of the Landscape Architect.

I. If, in the opinion of the Landscape Architect, materials and/or work do not conform with the plans and specifications, it may be rejected and upon rejection, must be removed immediately from the site by the Contractor and replaced.

J. The Contractor shall be responsible for the certification and inspection of plant material that may be required by local, state, or federal authorities and shall bear the cost of the same, if any.

4.02 Materials used to install the job shall meet or exceed the following standards:

A. Planting mix to be used for planting shall be: 1/3 coarse sand, 1/3 Florida peat, 1/3 well rotted pine chips or compost. 70% sand / 30% muck shall be used in planters or areas with poor drainage.

B. Fertilizers: Fertilizer shall be delivered mixed as specified in standard bags, sealed, and showing weight by analysis and name of manufacturer. Fertilizer shall be stored in weatherproof storage and in such a manner that its effectiveness will not be impaired.

C. Mulch: Mulch shall be Mini Pinebark Nuggets or approved equal.

D. Water: All water required for the execution of the work shall be supplied at the site by the Owner.

5.00 INSTALLATION

5.01 The Planting operations used to install the job shall meet or exceed the following standards:

A. Excavation of Plant Pits: Plant pit excavations shall be roughly cylindrical in shape, with their side approximately vertical. Pit shall be excavated so that bottom of pit is same depth as root ball. Plants shall be centered in the hole, with the trunk location as shown in the plans. Holes for balled and burlapped plants shall be large enough to allow 12" minimum (depending on root ball size) of back fill around the sides of the root ball, and 12" of back fill beneath the root ball. In all cases the diameter of the plant hole shall be twice the diameter of the root ball. Where excess material has been excavated from the plant hole, the excavated material may be used to backfill to the proper level. Mix existing excavated material in 50% / 50% ratio with new planting soil mix. The Contractor, in excavation for plantings shall take care not to damage underground utilities or other sub-surface obstructions, and shall be held liable for their repair, if damaged.

B. Setting Plants: All trees shall be set so, that when settled, the top of the root ball will be flush with the surrounding area of the finish grade or slightly above finish grade. Each plant shall be planted in planting soil mix in the center of the pit. Shrubs shall be set flush with the surrounding finish grade of the planting area. The back fill shall be made with prepared planting in mixture as specified herein and shall be firmly roddeed and watered, so that no air-pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth. Plants shall be kept in a moistened condition the duration of the planting.

C. Staking and Guying: All trees shall be staked or guyed as shown in the details and according to the following specifications.

1. Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Use strapping material 'Arbor Tie' by Deep Root (800) 458-7668 dark green color, or approved equal. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12" [300 mm] length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

2. Stake trees larger than 1" [25 mm] diameter and smaller than 2" [50 mm] diameter with a 2" by 2" [50 by 50 mm] stake, set at least 2' [0/6 m] in ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

3. TREES OF 2 TO 3 ½" [50 MM TO 90 MM] CALIPER: Stake all trees, other than palm trees, larger than 2" [50 mm] caliper and smaller than 3 ½" [90 mm] caliper with two 2" by 4" [50 by 100 mm] stakes, 8' [2.4 m] long, set 2' [0.6 m] in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

4. LARGE TREES: Guy all trees, other than palm trees, larger than 3 ½" [90 mm] caliper, from at least three points, with flexible strapping materials as noted above. Anchor flexible strapping to 2" by 4" by 24" [50 by 100 by 600 mm] stakes, driven into the ground such that the top of the stake is at least 3" [75 mm] below the finished ground.

5. SPECIAL REQUIREMENTS FOR PALM TREES: Brace palms which are to be staked with three 2" by 4" [50 by 100 mm] wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of bubble wrap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2" by 4" by 12" [50 by 100 by 300 mm] stake pads. Paint wood flat dark green exterior paint, two coats.

6. TREE PROTECTION AND ROOT BARRIERS: Install tree barriers when called for in the Contract Documents or by the Landscape Architect to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition. When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

D. Pruning: All broken or damaged roots or branches shall be cut smoothly and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive.

E. Mulching: Within one week after planting, mulch material shall be uniformly applied to a minimum loose thickness of 2 inches, over the entire area of the backfilled hole or bed. The mulch shall be maintained continuously in place until the time of final inspection, and must be a minimum of 2 inches thick to be accepted. Mulch shall not be placed against stems or trunks.

F. Fertilizing: Feeding of all trees and specimen shrubs shall be done with a slow release granular 12-6-8 with complete minors turf and ornamental fertilizer, as per manufacturer's instructions. Contractor shall submit and label to the Landscape Architect for approval prior to application.

6.00 MAINTENANCE

6.01 Maintenance and hand watering of all trees, shrubs and groundcover by the Landscape Contractor shall terminate upon final acceptance of such work, but shall not discharge the Landscape Contractor from his responsibility to honor the guarantee period. Maintenance prior to final acceptance shall include the removal of all dead or dying twigs and branches, the weeding, watering and normal pruning of plant material.

7.00 GUARANTEE

7.01 The Landscape Contractor shall guarantee and maintain all new field grown trees and all field grown palms for a period of one year. All containerized trees, shrubs, and groundcovers for a period of 180 days, and all sod for a period of 90 days. The Landscape Contractor shall replace at the direction of the Landscape Architect all trees, shrubs, or groundcovers deemed by the Landscape Architect to be unacceptable, due to death or damage; acts of God, Owner negligence and vandalism excepted. The guarantee period shall begin upon substantial completion of the job, as determined by the landscape architect.

7.02 New material used to replace material unacceptable to the Landscape Architect, shall be guaranteed for similar period from date of installation.

8.00 FINAL INSPECTION AND ACCEPTANCE

8.01 The Landscape Contractor shall advise the Landscape Architect in writing at the end of the guarantee period that the project is ready for final inspection. Only upon notification to the Landscape Architect by the Landscape Contractor in writing and subsequent inspection attended by the Landscape Contractor shall the requirements of the guarantee be met.

9.00 CLEAN-UP

9.01 Upon completion of all work under this section, the Landscape Contractor shall clear the site of all debris, superfluous material and all equipment to the satisfaction of the Landscape Architect

9.02 End

Suntree Signage Improvements
North Wickham Road
Suntree, Florida

Susan Hall, ASLA
LANDSCAPE ARCHITECTURE
LC26000357
4425 CROOKED MILE RD.
MERRITT ISLAND, FL 32952
PHONE: (321) 449-0790
FAX: (321) 449-1225
www.hall-la.com

SHEET TITLE	
Landscape Specifications	
DATE	03-17-16
DESIGN	S.H.
DRAWN	S.K.
SCALE	NTS
REVISIONS	
SEAL	
L-5	5
SHEET	OF



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.2.

5/28/2020

Subject:

Summer Camp 2020

Fiscal Impact:

Minimum of \$133,357 loss due to COVID-19 pandemic increase in costs

Dept/Office:

Parks and Recreation

Requested Action:

It is requested the Board provide direction regarding Summer Camp 2020

Summary Explanation and Background:

At the May 19, 2020 Board meeting, Commissioners requested Parks and Recreation staff present options regarding Summer Camp 2020.

Potential Options for the Board's consideration regarding general summer camp are:

Option 1 Offer summer camp in two community centers per Area. The North Area would offer camp at Walter Butler and Sandrift Community Centers. The Central Area would offer camp at Cocoa West and Woody Simpson Community Centers and the South Area would offer summer camp at Viera and South Mainland Community Centers.

Option 2 If AUE, the County's temporary staffing agency, can provide the necessary staff, once camps, as presented in Option 1, are at 100% enrollment, another camp in the Area, if available, would be opened.

Option 3 Open all fourteen summer camp locations excluding Max K. Rodes Community Center summer camp. Max K. Rodes Community Center may be a considered location for summer camp pending the re-location of the current gymnasium tenant.

Option 4 No summer camps be offered Summer 2020.

Appendix A indicates the summer camp patron capacity for each location identified in Option 2 and the associated revenue/expense projections.

Staff have reviewed the Centers for Disease Control and Prevention Interim Guidance for Schools and Day Camps, the Centers for Disease Control Youth Programs and Camps During the COVID-19 Pandemic and numerous Camp Association information regarding Summer Camp. In an effort to conform with various recommendations, Summer Camp would be as follows:

- Camp would be offered Monday through Friday, 7:30 am - 5:30 pm.
- Camp would be limited to children 6 - 11 years of age.
- There would be a ratio of 2 counselors to 8 children.
- Mandatory child temperature checks will be required prior to children being admitted to camp. If a temperature is 100.4 or above, the child will not be admitted to camp.
- Children would need to be socially distanced six feet apart.
- Children would be isolated in gymnasiums or separate rooms thus rendering these spaces not publicly accessible during camp hours.
- All summer camp activities would be individual in nature with no sharing of toys, belongings, supplies and equipment.
- There would be no field trips.
- Facemasks for staff are required and it is recommended that children wear facemasks provided by the parents.
- There would be no day registrations. Only weekly placements would be accepted.
- Children would be dropped off and picked up in a loop outside the Community Center.
- Minimum enrollment for a camp to operate is 15 children.
- Only children of parents who are required to work will be accepted for camp enrollment. A letter from the parents' employer would be required.
- Registration for those children who were previously registered in Summer Camp 2020 would be given priority for registration.
- Thereafter, registration would be on a first come, first served/pay basis.
- Only the front office of the Community Center would be open to the public during summer camp
- The parent or legal guardian would be required to sign a COVID-19 Indemnification/Hold Harmless.

It is recommended that the Department not offer Teen Camp, Specialty Camps or Disability Camps. Children ages 6 - 11 with disabilities would be mainstreamed, (inclusion) into general summer camp as federally mandated.

If the Board provides direction for Summer Camp 2020 to be offered, it is recommended that camp begin no earlier than Monday, June 15, 2020.

Camp fees would be charged according to the Board approved Fee Schedule, \$90 per week or \$45 per week as residents of an identified neighborhood strategy areas receive a 50% reduction to department sponsored program fees.

Appendix B is a Summer Camp Fee comparison of summer camp/day camp rates of various camps in Brevard County.

Clerk to the Board Instructions:

Appendix A

Summer Camp Financial Projections

Option 1:	2 Summer Camp per Area Camper Capacity of 5 Camps is 48 and 1 Camp is 24					
	Revenue	Expense	Net	CARES	Net	
North Area	\$51,840.00	\$148,042.00	(\$96,202.00)	\$52,971.60	(\$43,230.40)	
Central Area	\$69,120.00	\$181,851.70	(\$112,731.70)	\$71,016.00	(\$41,715.70)	
South Area	\$69,120.00	\$188,547.30	(\$119,427.30)	\$71,016.00	(\$48,411.30)	
TOTAL	\$190,080.00	\$518,441.00	(\$328,361.00)	\$195,003.60	(\$133,357.40)	
Option 3:	All Summer Camps Area Camper Capacity of 11 Camps is 48 and 3 Camps is 24					
	Revenue	Expense	Net	CARES	Net	
North Area	\$112,320.00	\$326,360.65	(\$214,040.65)	\$114,529.80	(\$99,510.85)	5 Camps
Central Area	\$207,360.00	\$545,359.10	(\$337,999.10)	\$213,048.00	(\$124,951.10)	6 Camps
South Area	\$103,680.00	\$282,820.95	(\$179,140.95)	\$106,524.00	(\$72,616.95)	3 Camps
TOTAL	\$423,360.00	\$1,154,540.70	(\$731,180.70)	\$434,101.80	(\$297,078.90)	

Revised: 5/27/2020

Summer Camp Rates

<u>Location</u>	<u>Rate</u>
<u>City of Melbourne</u>	
Wickham Park Community Center 2019	\$139/weekly
Lipscomb Community Center 2019	\$69/week resident \$89/week non-resident
<u>City of Palm Bay</u>	
Summer Teen Camp 2019	\$100/week, plus \$50 for field trip fees
<u>City of Cape Canaveral</u>	
Summer Day Camp 2019	\$60/week resident, \$70/week non-resident
<u>City of Cocoa Beach</u>	
Summer Camp 2019	\$90/week resident, \$100/week non-resident
<u>YMCA of Central Florida</u>	
Elementary School Day Camp 2019	\$120/weekly
<u>Brevard Zoo</u>	
Half Day Camp (4 weeks) 2019	Kindergarten age \$195, 1st and 2nd grade \$155
Full Day Camp (4 weeks) 2019	1st to 6th grade \$310, 7th to 12th grade \$360
Virtual Summer Camp 2020	\$75 per household, 6 day camp
<u>MIKA Florida Academy</u>	
Summer Camp	\$129-\$179 /weekly (current rate)
<u>Viera Children's Academy</u>	
Summer Camp	\$75/weekly (current rate)
<u>Titusville, FL</u>	
Frontline Child Care Center	\$115/week (current rate)
<u>Cocoa, FL</u>	
Just For Kids	\$90/week full day - school age (current rate)
<u>Melbourne, FL</u>	
Bear Hugs Child Care	\$135/week (current rate)

**BREVARD COUNTY PARKS AND RECREATION DEPARTMENT
YOUTH PROGRAM REGISTRATION PACKET
CORONAVIRUS/COVID-19 RISK ACKNOWLEDGMENT
INDEMNIFICATION/ HOLD HARMLESS**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of COVID-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the named Brevard County Parks and Recreation Department Youth Program participant, your family or yourself will not become infected with COVID-19.

By signing this Risk Acknowledgment Indemnification/Hold Harmless Form, I, the parent/guardian of _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or infected by COVID-19 by participating in the Brevard County Parks and Recreation Youth Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by COVID-19 at the Brevard County Parks and Recreation Youth Program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Brevard County Parks and Recreation Department employees, volunteers and other campers. I, the parent/guardian of the named participant, voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself.

On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Brevard County Parks and Recreation Department, including, but not limited to, temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any request from the Brevard County Parks and Recreation Department in relation to any preventative measures may result in the named participant's expulsion from the Youth Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages costs or expenses of any kind arising out of or relating to the named participant's participation in the Brevard County Parks and Recreation Youth Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification/Hold Harmless Form.

Parent/Guardian Signature: _____

Parent/Guardian Printed Name: _____

Date: _____



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Miscellaneous

J.3.

5/28/2020

Subject:

Board Direction Use of Brevard County Athletic Fields by Recreation Partners

Fiscal Impact:

Up to \$25,000 in light fee revenue to Parks and Recreation

Dept/Office:

Parks and Recreation

Requested Action:

That the Board provide staff with direction regarding the resumption of Recreation Partners use of Brevard County athletic fields.

Summary Explanation and Background:

A number of County Recreation Partners have requested that their local youth sports organizations be permitted to resume team practice and play on Brevard County owned or operated athletic fields.

The Centers for Disease Control and Prevention and athletic sport organizations such as Little League International have provided general direction and considerations but advise that athletic sports organizations adhere to the guidelines as set forth by their state and local governments and health officials.

On May 22, 2020, the Governor of the State of Florida lifted the restrictions on youth sports. Options for the Board's consideration include the following:

1. The Recreation Partner will be permitted to resume practice and play after the following provisos have been met:
 - a. Each Recreation Partner's insurance carrier shall indemnify Brevard County regarding COVID-19 and name the County as additional insured.
 - b. Each Recreation Partner shall submit a Resume Play Safety Plan. The Resume Play Safety Plan shall certify to the County that the Recreation Partner will follow safety guidelines that meet the minimum requirements of the Authorizing Governing Body COVID-19 guidelines and steps which would include but, not be limited to, player screening to include temperature taking and questionnaire response, donning of facial masks, sanitization with regards to players, facilities and equipment, personal protective equipment, social distancing, and parent/spectators not to exceed 50 persons. If the submitted Resume Play Safety Plan and certification is lacking, the Recreation Partner will not be authorized to proceed until the aforementioned certified plan is

55

provided to put measures in place prior to approving practice and play to resume. The Recreation Partner would be responsible for the implementation of the Resume Play Safety Plan.

- c. Each participant, or parent or guardian would be required to sign a Coronavirus/COVID-19 Risk Acknowledgement Indemnification/Hold Harmless form.

- 2. Allow the Recreation Partners to resume play effective immediately with no provisos.

Clerk to the Board Instructions:

**BREVARD COUNTY PARKS AND RECREATION DEPARTMENT
YOUTH PROGRAM REGISTRATION PACKET
CORONAVIRUS/COVID-19 RISK ACKNOWLEDGMENT
INDEMNIFICATION/ HOLD HARMLESS**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of COVID-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the named Brevard County Parks and Recreation Department Youth Program participant, your family or yourself will not become infected with COVID-19.

By signing this Risk Acknowledgment Indemnification/Hold Harmless Form, I, the parent/guardian of _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or infected by COVID-19 by participating in the Brevard County Parks and Recreation Youth Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by COVID-19 at the Brevard County Parks and Recreation Youth Program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Brevard County Parks and Recreation Department employees, volunteers and other campers. I, the parent/guardian of the named participant, voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself.

On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Brevard County Parks and Recreation Department, including, but not limited to, temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any request from the Brevard County Parks and Recreation Department in relation to any preventative measures may result in the named participant's expulsion from the Youth Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages costs or expenses of any kind arising out of or relating to the named participant's participation in the Brevard County Parks and Recreation Youth Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification/Hold Harmless Form.

Parent/Guardian Signature: _____

Parent/Guardian Printed Name: _____

Date: _____



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Miscellaneous

J.4.

5/28/2020

Subject:

Board Direction - 2020 Junior Olympic Games

Fiscal Impact:

\$150,000 in Tourist Development Tax funds (\$50,000 to be reimbursed by Florida Sports Foundation) and up to \$50,000 in waived fees from Parks and Recreation Department.

Dept/Office:

District 2

Requested Action:

Recommendation

That the Board provide staff with direction and approval of funds regarding the 2020 Junior Olympic Games and waive park facilities rental fees.

Summary Explanation and Background:

The AAU's (Amateur Athletic Union) Vice President, Rusty Buchanan, approached Commissioner Lober, Tourism Director, Peter Cranis, TDC Chair, Giles Malone, and Vice Chair of Brevard County Schools, Matt Susin regarding hosting an event titled the 2020 Junior Olympics. This event has been held in various cities around the United States for many years and is known to be one of the top junior amateur athletic competitions in the country. This year the event was supposed to be held in Virginia, however the state decided it did not want the event this year due to COVID-19. Mr. Buchanan, being a Brevard County resident and having formerly helped organize the event, felt that Brevard County could provide facilities and fund the event to occur in late July/early August. If the event could attract 5,000 athletes (normally they have about 15,000) and the accompanying parents and spectators, there is a possibility of generating a significant number of hotel room nights and in turn, positive economic impact to the community during a time when many tourism-related businesses are hurting due to COVID-19. Tentatively, the School Board representatives were supportive and believed they could provide facilities at no cost for the event. It was also asked if Brevard County would be willing to provide facilities at no cost. Also, some costs were identified including a capital facilities expense to help finish a new track at Viera High School for \$50-60,000. Additionally, there could be up to \$100,000 in other expenses including paying referees and other officials. Half of this \$100,000 expense would be offset by a Florida Sports Foundation grant. The two amounts would come from Tourist Development Tax funds and Mr. Malone was going to bring the proposal to the Tourist Development Council for approval (Thursday afternoon prior to the Zoning meeting). Mr. Buchanan will be providing a list of sports and the facilities needed to hold those in the coming days. The timeline is short so he is seeking support of the Board of County Commissioners to provide the facilities at no cost and to spend Tourism Tax dollars for the necessary expenses.

Request the Board approve tourist development funding of \$50k in sports grant funding for athletic fees for paying referees and other officials, and \$50k in capital facilities grant funding for capital improvements to the Viera high school track to facilitate this tourist event, the 2020 Junior Olympics, in late July or August 2020. Request the Board approve provision of Brevard County facilities to host this event at no cost to AAU. Request the BOCC make the legislative findings, based on the facts below, that Tourist Development Tax funds are authorized for hosting the 2020 Junior Olympics pursuant to section 125.0104(5)(a)3, Florida Statutes and section 102-119(3)(a) of the Brevard County Code as to the \$50k in athletic fees because this event supports activities or events which have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to Tourists. Request the BOCC make the legislative findings, based on the facts above, that Tourist Development Tax funds are authorized as to the \$50k for the improvements to the Viera high school track pursuant to section 125.0104(5)(a)(1)a. Florida Statutes and section 102-119(3)c of the Brevard County Code because they are being made to a publicly owned and operated sports arena within the County that will be used for this tourist event. Additionally, request the Board of County Commissioners grant the Executive Director, Tourism authority to negotiate and sign all necessary grant agreements and related documents to support the grants and that the capital facilities grant can be paid up front, rather than as a reimbursement so the track can be completed in time for the event.

Clerk to the Board Instructions: