



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.8.

12/20/2022

### Subject:

Approval, Re: Second Amendment to Landscape Funding and Maintenance Agreement Interstate 95/Viera Boulevard Interchange Landscaping Improvements with The Viera Company and Central Viera Community Association - District 4

### Fiscal Impact:

None. Maintenance and associated costs are the responsibility of The Viera Company and Central Viera Community Association.

### Dept/Office:

Public Works Department/Finance and Contracts Administration

### Requested Action:

It is requested the Board of County Commissioners: 1) approve and authorize the Chair to execute the Second Amendment to Funding and Landscape Maintenance Agreement Interstate 95/Viera Boulevard Interchange Landscaping Improvements with The Viera Company and Central Viera Community Association; 2) authorize the County Manager to execute any future contract related documents contingent upon County Attorney's Office, Risk Management, and Purchasing Services review and approval.

### Summary Explanation and Background:

On April 21, 2020, the Board approved and authorized the Chair to execute the Funding and Landscape Maintenance Agreement Interstate 95/Viera Boulevard Interchange Landscaping Improvements with The Viera Company and Central Viera Community Association. On September 15, 2020, the Board approved and authorized the Chair to execute the First Amendment to the Funding and Landscape Maintenance Agreement Interstate 95/Viera Boulevard Interchange Landscaping Improvements which amended the Project Cost Funding Amount and Estimated Project Cost to correlate with the amounts in the Florida Department of Transportation Joint Participation Agreement Supplemental Amendment No. 1.

The Second Amendment will 1) expand the boundaries of the maintenance area to include an area east of the Interchange as identified on the map; 2) address maintenance obligations; and 3) establish a process to address safety hazards within twenty-four hours of notification. In accordance with Administrative Order 29, the Second Amendment to Funding and Landscape Maintenance Agreement has been reviewed and approved by the County Attorney's Office, Risk Management, and Purchasing Services.

### Clerk to the Board Instructions:

Please return the Second Amendment to the Funding and Maintenance Agreement to the Public Works Department.



December 21, 2022

**M E M O R A N D U M**

**TO:** Marc Bernath, Public Works Director

**RE:** Item F.8., Approval for Second Amendment to Landscape Funding and Maintenance Agreement for Interstate 95/Viera Boulevard Interchange Landscaping Improvements with The Viera Company and Central Viera Community Association

The Board of County Commissioners, in regular session on December 20, 2022, executed and approved the Second Amendment to Funding and Landscape Maintenance Agreement for Interstate 95/Viera Boulevard Interchange Landscaping Improvements with The Viera Company and Central Viera Community Association; and authorized the County Manager to execute any future contract-related documents, contingent upon County Attorney's Office, Risk Management, and Purchasing Services review and approval. Enclosed is an executed Agreement.

**Upon execution by all parties, please return a fully-executed Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell", is written over the typed name.

Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

cc: County Manager  
County Attorney  
Risk Management  
Purchasing Services

**SECOND AMENDMENT TO LANDSCAPE FUNDING AND MAINTENANCE AGREEMENT  
INTERSTATE 95/VIERA BLVD INTERCHANGE LANDSCAPING IMPROVEMENTS**

THIS SECOND AMENDMENT TO LANDSCAPE FUNDING AND MAINTENANCE AGREEMENT INTERSTATE 95/VIERA BLVD INTERCHANGE LANDSCAPING IMPROVEMENTS (this "**Second Amendment**") is entered into by and among the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the "**County**"), THE VIERA COMPANY, a Florida corporation ("**T.V.C.**") and CENTRAL VIERA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("**C.V.C.A.**"). The effective date of this Amendment is the date of last signature below (the "**Amendment Date**").

RECITALS:

WHEREAS, the County, T.V.C. and C.V.C.A. entered into that certain agreement entitled Landscape Funding and Maintenance Agreement Interstate 95/Viera Blvd Interchange Landscaping Improvements having an effective date of April 21, 2020, referred to as the "Back-Up Funding Agreement", which is incorporated herein by this reference; and

WHEREAS, on September 15, 2020, the County approved an amendment to the Back-Up Funding Agreement in order to address modifications to that certain Joint Participation Agreement between the Florida Department of Transportation and the County dated April 28, 2020, incorporated herein by this reference, and referred to as the "Funding Agreement" in the Back-Up Funding Agreement; and

WHEREAS, through this Second Amendment, the parties desire to amend the Back-Up Funding Agreement to expand the duties and obligations of the parties identified therein.

NOW, THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. RECITALS: The above recitals are true and correct, and are incorporated herein by this reference.
2. DEFINED TERMS: Any capitalized term not otherwise defined in this Amendment shall have the meaning ascribed to such term in the Back-Up Funding Agreement.
3. AMENDMENTS: The Back-Up Funding Agreement is hereby amended to include the following provisions as follows:
  - a. Boundaries of Maintenance Area: T.V.C. shall assume the maintenance obligations and associated maintenance costs for the Project, including the area identified in the map attached hereto as Exhibit A, in accordance with the standards outlined in the Back-Up Funding Agreement. Following the completion

of the two-year Establishment Period, T.V.C. will assign such maintenance obligations, and resulting costs, to C.V.C.A.

- b. Maintenance Obligations: T.V.C., and C.V.C.A. upon assignment, shall ensure the Project is maintained in good condition, appearance and repair to a standard not less than the maintenance requirements set forth under the Funding Agreement. C.V.C.A. joins in the execution of this Second Amendment to give its consent to the above-mentioned standards, and its assumption, of the maintenance obligations of T.V.C. for the Project, and to agree to maintain the Project following such assignment and assumption in accordance with the maintenance requirements set forth in the Back-Up Funding Agreement. Such maintenance efforts shall include, but are not limited to, removing weeds and other vegetation from cracks in pavement and sidewalk(s). The maintenance work shall be conducted in accordance with all Federal, State, and local laws, rules, and regulations.
- c. Existence of Safety Hazards: If at any time, in the reasonable judgment of the County, it is determined that hazards to the public health, safety, or welfare are identified in the area(s) subject to the Back-Up Funding Agreement, and any amendments or modifications thereto, including this Second Amendment, then such responsible party, whether it be T.V.C., C.V.C.A., or other assignee(s), shall address said hazards within twenty-four (24) hours of written notification from the County. The hazards must be addressed within this 24-hour window unless the County grants an extension of time, which shall not be unreasonably withheld. If such hazard(s) are not addressed within the allocated timeframe, then the County shall have the right, but not the obligation, to address such hazard(s). In addition to any other remedy or cause of action available to the County, the T.V.C., C.V.C.A., or other assignee(s), expressly agree to cover any and all costs incurred by the County to address such hazard(s).


4. FULL FORCE AND EFFECT: The terms and conditions set forth in the Back-Up Funding Agreement, and any amendments or modifications thereto, that are not modified in this Second Amendment shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Back-Up Funding Agreement, or any amendments or modifications thereto, and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail.

5. COUNTERPARTS: This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted copies of this Second Amendment and the signatures thereon shall have the same force and effect as if the same were original documents. Facsimile or electronically transmitted signatures are acceptable and shall be deemed to be original signatures.

(SIGNATURES ARE ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date last written below.

ATTEST:

  
Rachel Sadoff, Clerk of the Court

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

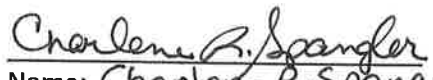
By:   
Rita Pritchett, Chair

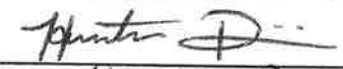
Date: December 20, 2022  
As approved by the Board on: 12/20/2022

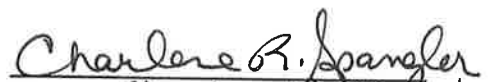
Approved as to legal form and content solely  
for Brevard County:


  
Deputy County Attorney

Witnesses:


  
Name: Charlene R. Spangler

  
Name: Hunter Parviainen

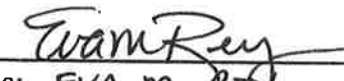
  
Name: Charlene R. Spangler

  
Name: Hunter Parviainen

**THE VIERA COMPANY,  
a Florida corporation**

By:   
Name: Todd J. Pokrywa  
Title: President  
Date: 12/19/2022

**CENTRAL VIERA COMMUNITY  
ASSOCIATION, INC.,  
a Florida not-for-profit corporation**

By:   
Name: EVA M. REY  
Title: PRESIDENT  
Date: 12/19/22

(NOTARY ACKNOWLEDGEMENTS ARE ON  
THE FOLLOWING PAGE.)

STATE OF FLORIDA    )  
                                  )  
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of December 2022 by Todd J. Pokrywa as President of THE VIERA COMPANY, a Florida corporation, on behalf of said corporation. Said person is personally known to me.



*Hunter Parviainen*  
Signature  
Print Name: Hunter Parviainen  
Notary Public, State of Florida  
Commission No.: HH 250749  
My Commission Expires: 4/7/26

STATE OF FLORIDA    )  
                                  )  
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of December 2022 by Eva M. Rey, as President of CENTRAL VIERA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation. Said person is personally known to me.



*Hunter Parviainen*  
Signature  
Print Name: Hunter Parviainen  
Notary Public, State of Florida  
Commission No.: HH 250749  
My Commission Expires: 4/7/26

# Exhibit A

## LIMITS OF MAINTENANCE AREA

THAT MAINTAINED BY FDOT,  
(11.75 ACRES)

MAINTENANCE DIST. 2'-6" HEIGHT  
(3.48 ACRES)

LARGE PLANTS: 478  
SMALL PLANTS: 2,060

## MAINTENANCE RESPONSIBILITIES

1. AREAS MAINTAINED BY FDOT WILL BE MAINTAINED PER THE R.O.D.
2. ALL EXISTING SLASH PILES TO BE MAINTAINED BY FDOT
3. ALL LARGE PLANTS, SMALL PLANTS, THIN TO BE MAINTAINED AT 2'-6" HEIGHT, AND PERFORMANCE REQUIREMENTS LISTED ON SHEET 3 WILL BE MAINTAINED BY THE COUNTY'S ASSIGNED SUCCESSOR.

SIGHT LINE, TYPICAL. REFER TO SHEETS 6-15 OF FPD 420230-2-50-01 CONTRACT PLANS.

HORIZONTAL CLEAR ZONE LINES (TYPICAL). REFER TO SHEETS 6-15 OF FPD 420230-2-50-01 CONTRACT PLANS.

END MAINTENANCE  
E SURVEY STATION  
STA 61+00

END MAINTENANCE  
E SURVEY STATION  
STA 61+00  
AND STA 61+20

REVISIONS		DESCRIPTION		DATE	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION

SUSAN HALL LANDSCAPE ARCHITECTURE, INC.  
4425 CROOKED MILE ROAD  
HERNIMT ISLAND, FL 32952  
PH: 321-443-0730  
SUSAN JELUSON HALL, R.L.A.  
FL LICENSE NUMBER 853

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
ROAD NO. COUNTY FINANCIAL PROJECT ID  
SR 9 BREVARD 420230-2-50-01

LANDSCAPE TECHNICAL  
MAINTENANCE PLAN SHEET

SHEET  
NO.  
1

# LANDSCAPE TECHNICAL MAINTENANCE PLAN

THE ACTIVITIES AND FREQUENCIES SHOWN BELOW REPRESENT THE MINIMUM REQUIREMENTS FOR MAINTENANCE AFTER CONSTRUCTION AND THE ESTABLISHMENT PERIOD.	
DESIGN INTENT:	<ul style="list-style-type: none"> <li>ALL PALMS ARE INTENDED FOR AESTHETIC PURPOSES AND INTENDED TO GROW TO NATURAL MATURE HEIGHTS AND FORM. MAINTAIN DIAMOND CUT FRONTS ON REDWOODS AND PURE PALMS &amp; PRUNE AS SPECIFIED.</li> <li>ALL TREES AND SAVIER END PALMETTO ARE INTENDED TO GROW TO NATURAL FORM &amp; HEIGHT. PRUNE AS EXEMPTED &amp; MAINTAIN VERTICAL &amp; HORIZONTAL CLEAR DISTANCES.</li> <li>ALL GROUNDCOVERS ARE INTENDED TO REMAIN LOW FOR CLEAR SIGHT DISTANCE. MAINTAIN 1' 10" HEIGHTS.</li> <li>PERENNIAL PLANT IS INTENDED TO NATURALIZE &amp; LIVE WITH BAHIA TURF.</li> </ul>
PRUNING:	<ul style="list-style-type: none"> <li>ALONG VIERA BOULEVARD MAINTAIN BAHIA TURF AND PERENNIAL PLANT HEIGHT BETWEEN 2 AND 4 INCHES. (SEE MAINTENANCE PLAN GRAPHIC SHEET 1)</li> <li>IN ALL OTHER AREAS, P.D.O.T. WILL MAINTAIN BAHIA TURF PER THE M.P. (SEE MAINTENANCE PLAN GRAPHIC SHEET 1)</li> </ul>
LITTER REMOVAL:	<ul style="list-style-type: none"> <li>PERFORM LITTER REMOVAL PRIOR TO AND IN CONJUNCTION WITH THE HOVING. INCLUDE REMOVAL OF FALLEN BRANCHES AND PALM FRONDS.</li> </ul>
EDGING:	<ul style="list-style-type: none"> <li>CONDUCT EDGING FREQUENCY WITH EACH HOVING CYCLE.</li> <li>MECHANICAL EDGE FOR TURF ADJACENT TO PAVEMENT.</li> <li>FOR TURF EDGING AT TREE RINGS AND ADJACENT TO MULCHED PLANTING BEDS: CHEMICAL HERBICIDE EDGING MAY BE USED.</li> </ul>
WEEDING & HERBICIDE APPLICATION:	<ul style="list-style-type: none"> <li>UNWANTED WEEDS AND HERBACEOUS PLANTS IN PLANTING BEDS.</li> <li>MAINTAIN BEDS WEED FREE AT ALL TIMES.</li> <li>AT A MINIMUM, PERFORM MONTHLY WEEDING USING A POST-EMERGENT CHEMICAL HERBICIDE WITH PIGMENTED TACKER, AND A SEED: SPECIFIC POST-EMERGENT CHEMICAL HERBICIDE, APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION METHODS AND RATES.</li> <li>HAND-REMOVE ANY WEEDS MORE THAN 18 INCH HEIGHT PRIOR TO APPLYING HERBICIDE SPRAY.</li> <li>UNWANTED TREE SAPLINGS, SHRUBS, AND VINES.</li> <li>REMOVE BY CUTTING AND TRIPPING WITH HANDS, OR PRUNING SAW. CUT CLOSE TO THE GROUND.</li> <li>USING A PAINT BRUSH, COVER THE EXPOSED CUT WITH A STUMP TREATMENT HERBICIDE MIXED WITH A NONVOLATILE ORGANOSILICONE SURFACTANT. APPLY TO THE INSIDE AND OUTSIDE CIRCUMFERENCE TWO-THIRDS OF THE STUMP'S SURFACE WITHIN A MINUTE OR TWO AFTER CUTTING. THE EFFECTIVENESS OF THE CHEMICALS ARE REDUCED IF TREATMENT IS DELAYED FOR OVER 15 MINUTES.</li> </ul>
MONITORING PLANT HEALTH AND CHEMICAL APPLICATIONS / INSPECTIONS:	<ul style="list-style-type: none"> <li>INSPECT ALL PALMS AND TREES FOR PEST INFESTATION AND DISEASE ON A MONTHLY BASIS. CHECKING FOR THE PRESENCE FOR INSECTS, GRUBS, WIPES, FUNGUS, MOLD, ETC.</li> <li>APPLY FERTILIZER AND PESTICIDES PER MANUFACTURER'S SPECIFICATIONS FOR APPLICATION METHODS AND RATES AS REQUIRED.</li> <li>SUBMIT DOCUMENTATION IN WRITING TO THE VIERA COMPANY FOR EACH CHEMICAL TYPE APPLIED, RATES OF APPLICATIONS, LOCATIONS, DATES OF APPLICATION AND TARGET PEST OR DISEASE.</li> <li>AT A MINIMUM, MONITOR FOR: <ul style="list-style-type: none"> <li>LETHAL BROWZING DISEASE (FORMERLY KNOWN AS TRUNK BROWZING PALM DECLINE (TBPD)). THIS IS A FATAL, SYSTEMIC DISEASE THAT KILLS PALMS RELATIVELY QUICKLY. IT IS SPREAD SPECIFICALLY BY PALM BEET PESTS. THE DISEASE IS INCUABLE BUT IS MANAGEABLE. MANAGEMENT OF INFECTED PALMS INCLUDES TRUNK PROTECTION WITH ANTIMICROBIALS EVERY 1-6 MONTHS. PALM SPECIES KNOWN TO BE SUSCEPTIBLE TO CONTRACTING THIS DISEASE INCLUDE PHOENIX SPY AND SABAL PALMETTO. THE FIRST LEAVES WILL APPEAR TO BE CLASHED-BROWN IN COLOR AND AN UNUSUALLY LARGE NUMBER OF LEAVES IN THE MIDDLE OF THE CROWN WILL BE A REDDISH-BROWN OR BROWN COLOR WITH ONLY A FEW GREEN NEW GROWTH LEAVES IN THE UPPER CROWN. ALONG WITH A DEAD OR DYING SPYR BEET.</li> <li>DIETIC CAVES. IS MONITORED IN PINE TREES. INFECTED SHOOT, BOTH TERMINAL AND LATERAL, WILL DISPLAY A "FLACID" OR REDDISHING AND DROPPING OF NEEDLES. THESE SHOOT WILL OPEN TO A LARGE AMOUNT OF GREEN (WHITE) AND THEN INTERNAL WOOD TISSUES ARE TYPICALLY REDDISH-BROWN.</li> <li>SOUTHERN PINE BEETLE. SYMPTOMS INCLUDE WEEET DISCOLORATION FROM GREEN TO YELLOW TO RED TO BROWN, AND SMALL LUMPS OF WHITISH RESIN (PITCH) FLOWS IN BETWEEN SCALE PLATES.</li> </ul> </li> </ul>
FERTILIZATION:	<ul style="list-style-type: none"> <li>PALEO, APPLY 8-12 WITH AND + MICROBIALS. APPLY USING A DEEP DRIVING METHOD IN HOLES PER PALM. FOR REDWOOD DATE PALMS APPLY THREE AND ONE HALF (3.5) POUNDS PER PALM. PALM PITA APPLICATION: FOR PURE PALMS APPLY ONE AND ONE HALF (1.5) POUNDS PER PALM PER APPLICATION.</li> <li>LEAF, APPLY AN 8-10-10 GRANULAR SLOW RELEASE FERTILIZER AT THE RATES RECOMMENDED BY THE MANUFACTURER.</li> <li>LIQUID &amp; GROUNDWATER. APPLY AN 8-10-10 GRANULAR SLOW RELEASE FERTILIZER BY BROADCASTING OVER LANDSCAPE BEDS.</li> <li>PERMANENT SPRING FERTILIZATION.</li> <li>GROUNDWATER FERTILIZATION.</li> <li>DO NOT FERTILIZE MAY, JUNE, JULY, OR AUGUST.</li> <li>A THIRD APPLICATION OF FERTILIZER MAY BE APPLIED IN MARCH, APRIL, OR DECEMBER AS NEEDED.</li> </ul>
MULCH:	<ul style="list-style-type: none"> <li>MAINTAIN MINIMUM OF THREE (3) INCHES COMPACTED DEPTH OF MULCH MATERIAL.</li> <li>REPLACE TWO (2) FULL MULCH CYCLES YEARLY, AT SIX (6) MONTH INTERVALS.</li> <li>DO NOT APPLY MULCH IMMEDIATELY AFTER HERBICIDE TREATMENTS. HERBICIDE TREATMENTS SHOULD HAVE SUFFICIENT TIME FOR THE CHEMICAL HERBICIDE TO TRANSLUCATE INTO THE NEEDY PLANT'S STEIN TISSUES.</li> <li>ONCE NEEDY PLANT TISSUE HAS DIED OR BEGINS YELLOWING, REPAIR THE MULCH DEPTH TO 3 INCHES.</li> <li>INSPECT SLOPES AFTER MAJOR RAIN EVENTS AND CORRECT MULCH DEFICIENCIES.</li> <li>APPLY MULCH BROADCASTING DURING SLOPED MULCH AREAS EVERY 6 MONTHS WHEN MULCH IS RE-APPLIED. OR AS NEEDED. APPLY PER MANUFACTURER RECOMMENDATIONS.</li> </ul>
PRUNING: TREE AND PALMS 1 TIME PER QUARTER	<ul style="list-style-type: none"> <li>ALONG TREES &amp; PALMS TO GROW TO NATURAL HEIGHTS.</li> <li>TREES: PRUNE AS REQUIRED TO MAINTAIN INTEGRITY, TO REMOVE ALL SICKEN, DEAD, DISEASED OR BROKEN BRANCHES, AND TO MAINTAIN HORIZONTAL CLEARANCE.</li> <li>MAINTAIN VERTICAL CLEARANCE SO THAT THERE IS NO ENCROACHMENT OF TREES, PALMS, TREE LIMBS, PALM FRONDS OR OTHER VEGETATION LOWER THAN 14.5 FEET OVER THE HIGHWAY PAVEMENT OR BEYOND THE FACE OF ANY CHANGING.</li> <li>PALMS: PRUNE AS REQUIRED TO REMOVE BROKEN OR DEAD FRONDS AND FLOWER / SEED STALKS.</li> <li>STABILIZE TOLLS BETWEEN PRUNING / TRIMMING OF EACH TREE &amp; PALM.</li> <li>MAINTAIN ALL LANDSCAPE MATERIAL, IN A MANNER WHEREIN TRAFFIC CONTROL, SIGNAGE, CANNAS AND DEVICES ARE VISIBLE TO MOTORISTS AND PEDESTRIANS AT ALL TIMES.</li> </ul>
SHRUBS:	<ul style="list-style-type: none"> <li>MAINTAIN PARKS'S JUVENILE &amp; BURNING GROUNDCOVERS AT 10' HT.</li> <li>ALONG STREET SAW PALMETTO TO GROW TO NATURAL FORM, HEIGHT, AND SPREAD. PRUNE AS REQUIRED TO MAINTAIN HORIZONTAL CLEARANCE.</li> </ul>

1. THERE IS NO IRRIGATION SYSTEM, HARDSCAPE, LIGHTING, OR SITE FURNISHINGS TO MAINTAIN.
2. FOR WORK ZONE TRAFFIC CONTROL PLAN, REFER TO TEMPORARY TRAFFIC CONTROL NOTICES, SHEET 3, OF PPID 428238-2-58-01 CONTRACT PLANS.
3. FOR HORIZONTAL CLEAR ZONES, REFER TO SHEETS 4-15 OF PPID 428238-2-58-01 CONTRACT PLANS.
3. FOR POINT LINES, REFER TO SHEETS 4-15 OF PPID 428238-2-58-01 CONTRACT PLANS.

REVISIONS		DESCRIPTION		SUSAN HALL LANDSCAPE ARCHITECTURE, INC.		STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		LANDSCAPE TECHNICAL		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	4425 CROOKED HOLE ROAD	HERNITT ISLAND, FL 32952	PH. 321-449-0390	PH. 321-449-0390	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	MAINTENANCE PLAN	
				SUSAN JELISSON HALL, R.L.A.	FL LICENSE NUMBER 033			SR 9	BREVARD	428238-2-58-01		2



**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> The Viera Company and Central Viera Community Association		<b>2. Amount:</b>
<b>3. Fund/Account #:</b>	<b>4. Department Name:</b> Public Works	
<b>5. Contract Description:</b> Second Amendment to Landscape and Maintenance Agreement Viera Interchange		
<b>6. Contract Monitor:</b> Jeanette Scott		<b>8. Contract Type:</b>  USE AGREEMENT
<b>7. Dept/Office Director:</b> Marc Bernath		
<b>9. Type of Procurement:</b> Other		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Thomas-Wood, Tammy <small>Digitally signed by Thomas-Wood, Tammy DN: cn=Thomas-Wood, Tammy, o=Brevard County, ou=County Administration, email=ttwood@brevard.net, c=US</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2022.12.06 16:37:07 -05'00'</small>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander <small>Digitally signed by Esseesse, Alexander Date: 2022.12.06 16:31:29 -05'00'</small>

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> The Viera Company and Central Viera Community Association		<b>2. Amount:</b>
<b>3. Fund/Account #:</b>	<b>4. Department Name:</b> Public Works	
<b>5. Contract Description:</b> Second Amendment to Landscape and Maintenance Agreement Viera Interchange		
<b>6. Contract Monitor:</b> Jeanette Scott		<b>8. Contract Type:</b>  USE AGREEMENT
<b>7. Dept/Office Director:</b> Marc Bernath		
<b>9. Type of Procurement:</b> Other		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

Digitally signed by Wilson, Shannon  
Date: 2022.12.07 11:09:57 -05'00'

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>