

Meeting Date
3/3/15



AGENDA	
Section	Public Hearing
Item No.	IV. B.

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PUBLIC HEARING RE: SMALL SCALE COMPREHENSIVE PLAN AMENDMENT GRIFFIS LANDING 14.S.10 (DISTRICT 2)
DEPT/OFFICE:	PLANNING & DEVELOPMENT DEPARTMENT

Requested Action:
 It is requested that the Board conduct a public hearing and consider adoption of the Griffis Landing Small Scale Comprehensive Plan Amendment (SSCPA), a public application submitted by Natural Resources Management.

Summary Explanation & Background:

When a property is purchased and placed under public ownership, the Comprehensive Plan requires that a Future Land Use Amendment and re-zoning occur to recognize the public ownership of the parcel. This public small scale application for Griffis Landing has been submitted by the Natural Resource Management Department. The Local Planning Agency will hold a public hearing on February 23, 2015. Staff will apprise the Commission of the LPA recommendation at the hearing.

The proposed amendment will amend the Future Land Use from Community Commercial to Public for 2.74 acres of public owned land. An administrative rezoning will be held in the future to assign an appropriate zoning classification. Please see attached staff report for additional information.

Staff Contact: Stuart Buchanan, Planner III/Grants Administrator Planning & Development Dept
 Tel: 633-2069 e-mail: stuart.buchanan@brevardcounty.us

Clerk to the Board instruction: Please execute both ordinances and return one original to Stuart Buchanan in Planning & Development

Exhibits Attached: Staff Report, ordinance

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Mel Scott, AICP	Robin M. Sobrino, AICP Director, Planning & Development Department



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

March 4, 2015

MEMORANDUM

TO: Robin Sobrino, Planning and Development Director Attn: Stuart Buchanan

RE: Item IV.B, Ordinance for Small Scale Plan Comprehensive Plan Amendment (14.S.10)
for Griffis Landing

The Board of County Commissioners, in regular session on March 3, 2015, adopted Ordinance No. 15-02, for Small Scale Comprehensive Plan Amendment (14.S.10) for Griffis Landing. Enclosed is a fully-executed copy of the Ordinance for your records.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/clm

Encl. (1)



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

March 4, 2015

Honorable Scott Ellis
Clerk
Board of County Commissioners
Brevard County
Post Office Box 999
Titusville, Florida 32781-0999

Attention: John Lynch, Clerk to the Board

Dear Mr. Ellis:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Brevard County Ordinance No. 15-02, which was filed in this office on March 4, 2015.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

ORDINANCE NO. 15-02

AN ORDINANCE AMENDING ARTICLE III, CHAPTER 62, OF THE CODE OF ORDINANCES OF BREVARD COUNTY, ENTITLED "THE 1988 COMPREHENSIVE PLAN", SETTING FORTH THE SECOND SMALL SCALE PLAN AMENDMENT OF 2015, 14S.10, TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING SECTION 62 501 ENTITLED CONTENTS OF THE PLAN; SPECIFICALLY AMENDING SECTION 62-501, PART XVI (E), ENTITLED THE FUTURE LAND USE MAP APPENDIX; AND PROVISIONS WHICH REQUIRE AMENDMENT TO MAINTAIN INTERNAL CONSISTENCY WITH THESE AMENDMENTS; PROVIDING LEGAL STATUS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 et. seq., Florida Statutes (1987) established the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Section 163.3167, Florida Statutes, requires each County in the State of Florida to prepare and adopt a Comprehensive Plan as scheduled by the Department of Economic Opportunity; and

WHEREAS, on September 8, 1988, the Board of County Commissioners of Brevard County, Florida, approved Ordinance No. 88-27, adopting the 1988 Brevard County Comprehensive Plan, hereafter referred to as the 1988 Plan; and

WHEREAS, Sections 163.3184 and 163.3187, and 163.3189, Florida Statutes, established the process for the amendment of comprehensive plans pursuant to which Brevard County has established procedures for amending the 1988 Plan; and

WHEREAS, Brevard County initiated amendments and accepted application for small scale amendments to the Comprehensive Plan for adoption in calendar year 2015 as Plan Amendment 14S.10; and

WHEREAS, Brevard County established Technical Advisory Groups consisting of County technical employees grouped according to their operational relationship to the subject of a plan element or sub-element being prepared or amended, and these Technical Advisory Groups have provided technical expertise for the Amendment 14S.10; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, have provided for the broad dissemination of proposals and alternatives, opportunity for written comments, public hearings after due public notice, provisions for open discussion, communication programs and consideration of and response to public comments concerning the provisions contained in the 1988 Plan and amendments thereto; and

WHEREAS, Section 62-181, Brevard County Code designated the Brevard County Planning and Zoning Board as the Local Planning Agency for the unincorporated areas of Brevard County, Florida, and set forth the duties and responsibilities of said local planning agency; and

Officially filed with the Secretary of State 3-4-2015

WHEREAS, on February 23, 2015, the Brevard County Local Planning Agency held a duly noticed public hearing on Plan Amendment 14S.10, and considered the findings and advice of the Technical Advisory Groups, and all interested parties submitting comments; and

WHEREAS, on March 3, 2015, the Brevard County Board of County Commissioners held a duly noticed public hearing, and considered the findings and recommendations of the Technical Advisory Group, and all interested parties submitting written or oral comments, and the recommendations of the Local Planning Agency, and upon thorough and complete consideration and deliberation, approved for adoption Plan Amendment 14S.10; and

WHEREAS, Plan Amendment 14S.10 adopted by this Ordinance comply with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Plan Amendment 14S.10 adopted by this Ordinance is based upon findings of fact as included in the data and analysis.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as follows:

Section 1. Authority. This ordinance is adopted in compliance with, and pursuant to the Local Government Comprehensive Planning and Land Development Regulations Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section 2. Purpose and Intent. It is hereby declared to be the purpose and intent of this Ordinance to clarify, expand, correct, update, modify and otherwise further the provisions of the 1988 Brevard County Comprehensive Plan.

Section 3. Adoption of Comprehensive Plan Amendments. Pursuant to Plan Amendment 14S.10 to the 1988 Comprehensive Plan, Article III, Chapter 62-504, Brevard County Code, 1988 Brevard County Comprehensive Plan is hereby amended as specifically shown in Exhibit A. Exhibit A is hereby incorporated into and made part of this Ordinance.

Section 4. Legal Status of the Plan Amendments. After and from the effective date of this Ordinance, the plan amendment, Plan Amendment 14S.10, shall amend the 1988 Comprehensive Plan and become part of that plan and the plan amendment shall retain the legal status of the 1988 Brevard County Comprehensive Plan established in Chapter 62-504 of the Code of Laws and Ordinances of Brevard County, Florida, as amended.

Section 5. Severability. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance, but the effect thereof shall be confined to the section, paragraph,

subdivision, clause, sentence or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

Section 6. Effective Date. The effective date of this small scale plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(3), Florida Statutes. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Community Affairs, or the Administration Commission, finding the amendment in compliance with Section 163.3184, Florida Statutes. A certified copy of the ordinance shall be filed with the Office of the Secretary of State, State of Florida, within ten days of enactment.

DONE AND ADOPTED in regular session, this 3rd day of March 2015.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Robin Fisher, Chairman

As approved by the Board on MAR 03 2015, 2015.

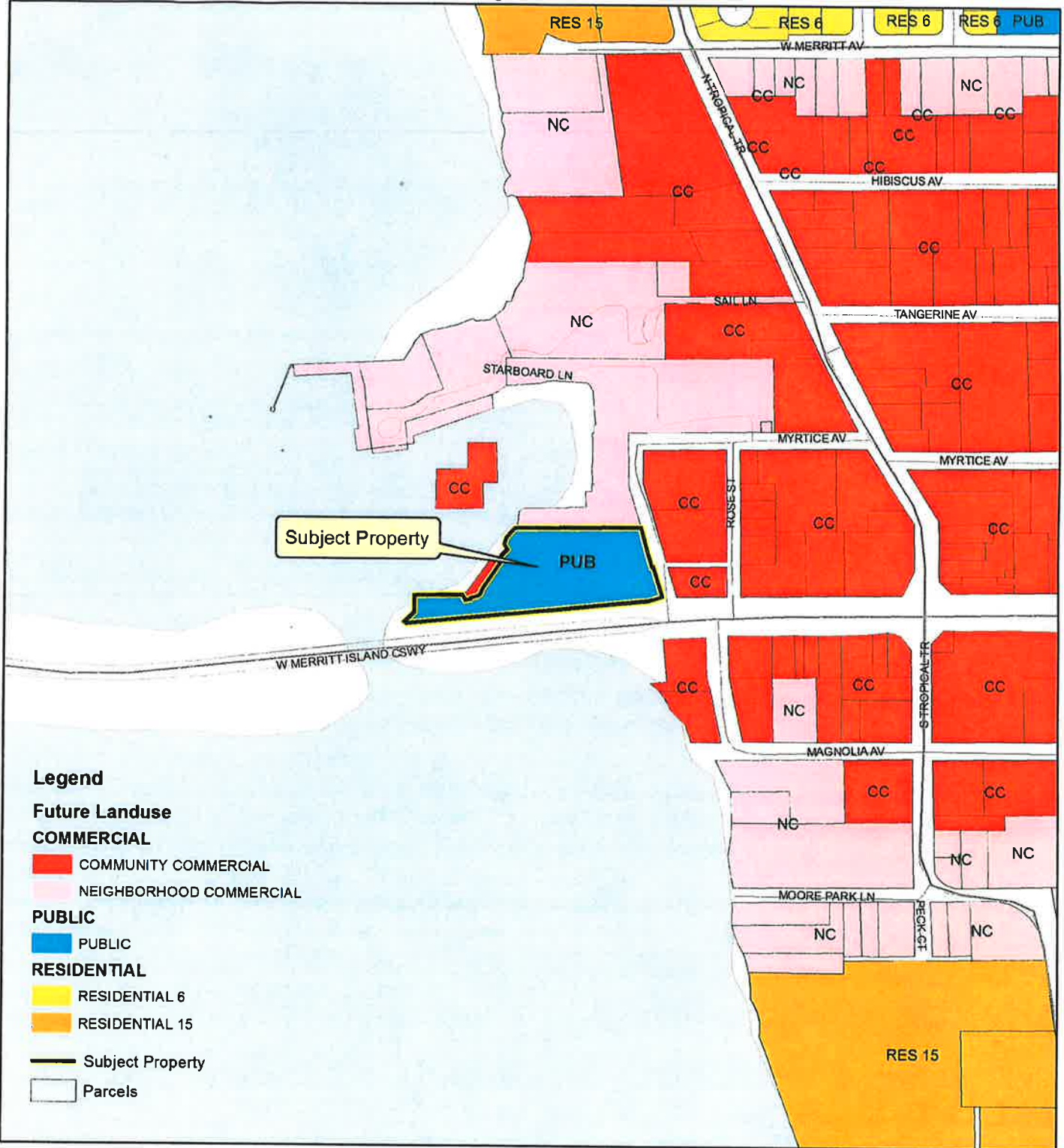
EXHIBIT A

**14S.10 SMALL SCALE
COMPREHENSIVE PLAN AMENDMENT**

FUTURE LAND USE MAP

BREVARD COUNTY

Griffis Landing - 14S.10 - 14PZ-00117



Legend

Future Landuse

COMMERCIAL

- COMMUNITY COMMERCIAL
- NEIGHBORHOOD COMMERCIAL

PUBLIC

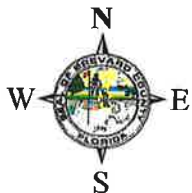
- PUBLIC

RESIDENTIAL

- RESIDENTIAL 6
- RESIDENTIAL 15

Subject Property

Parcels



1:4,800 or 1 inch = 400 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 12/19/2014

**PROPOSED COMPREHENSIVE PLAN AMENDMENT
FUTURE LAND USE MAP SERIES
FUTURE LAND USE ELEMENT**

Request:	SSCPA FLU Map Amendment to Public
Owner / Applicant:	Brevard County Department of Natural Resources Management - Amendment to Future Land Use Map Series
Location:	Tax Acct Parcel #2426933
Acreage:	± 2.74 acres
Existing Zoning Classification:	Planned Use Development (PUD)
Proposed Zoning Classification:	An Administrative Rezoning will occur in the future
Existing Land Use Designation:	Community Commercial
Proposed Land Use Designation:	Public

FUTURE LAND USE MAP AMENDMENT

Background

The proposed amendment to the Future Land Use Map (FLUM) is for the property located at the eastern end of the Hubert Humphrey Bridge along the north side of SR 520. The area encompasses the Crab Shack restaurant and working waterfront. The parcel was previously purchased and placed under public ownership.

Proposed Future Land Use Map Amendments

The parcel currently retains the land use designation of Community Commercial. The proposed amendment would amend the land use to Public. This amendment will remove the private sector land use and reflect public ownership as well as remove any internal conflicts for existing public facilities or future public amenity construction. The land use amendment is depicted on the attached exhibits. The Merritt Island Redevelopment Agency unanimously recommended the amendment for approval at their January 29, 2015 meeting.

The criteria for Public land uses are below:

Locational Criteria for Public Facilities

Policy 6.2

Appropriate locations for public facility land uses, to include all lands managed by a governmental entity, should be based upon the following minimum criteria:

Criteria:

- A. Public facilities are those uses which, at a minimum, relate to government-managed transportation, sanitary sewer, potable water, solid waste, drainage, conservation, education, government service systems, and other utilities such as gas, electric, telephone and cable. An exception should be made for transmission or collection facilities, rights-of-ways, and easements. Public facilities are also those uses classified as scientific research and technology development activities conducted by non-governmental organizations (NGOs) in formal partnership with governmental entities. Such NGOs shall provide economic, environmental and/or quality of life benefits to Brevard County. Specific land-use activities include either: life science research, ocean, coastal and marine research and technology development, or environmental science research. Public Facilities that are NGOs in formal partnership with governmental entities shall not exceed a FAR of .25
- B. Public facilities land uses may be considered for locations within all land use designations on the Future Land Use Map provided such uses are compatible with adjacent land uses consistent with this Comprehensive Plan.
- C. **Following the purchase, lease or dedication of property for public facility purposes, the Comprehensive Plan shall be amended to depict the property as Public Facility on the Future Land Use Map.**
- D. Brevard County shall encourage the use of common corridors for utility systems, including sanitary sewer, potable water, re-use, electricity, gas and other utilities.

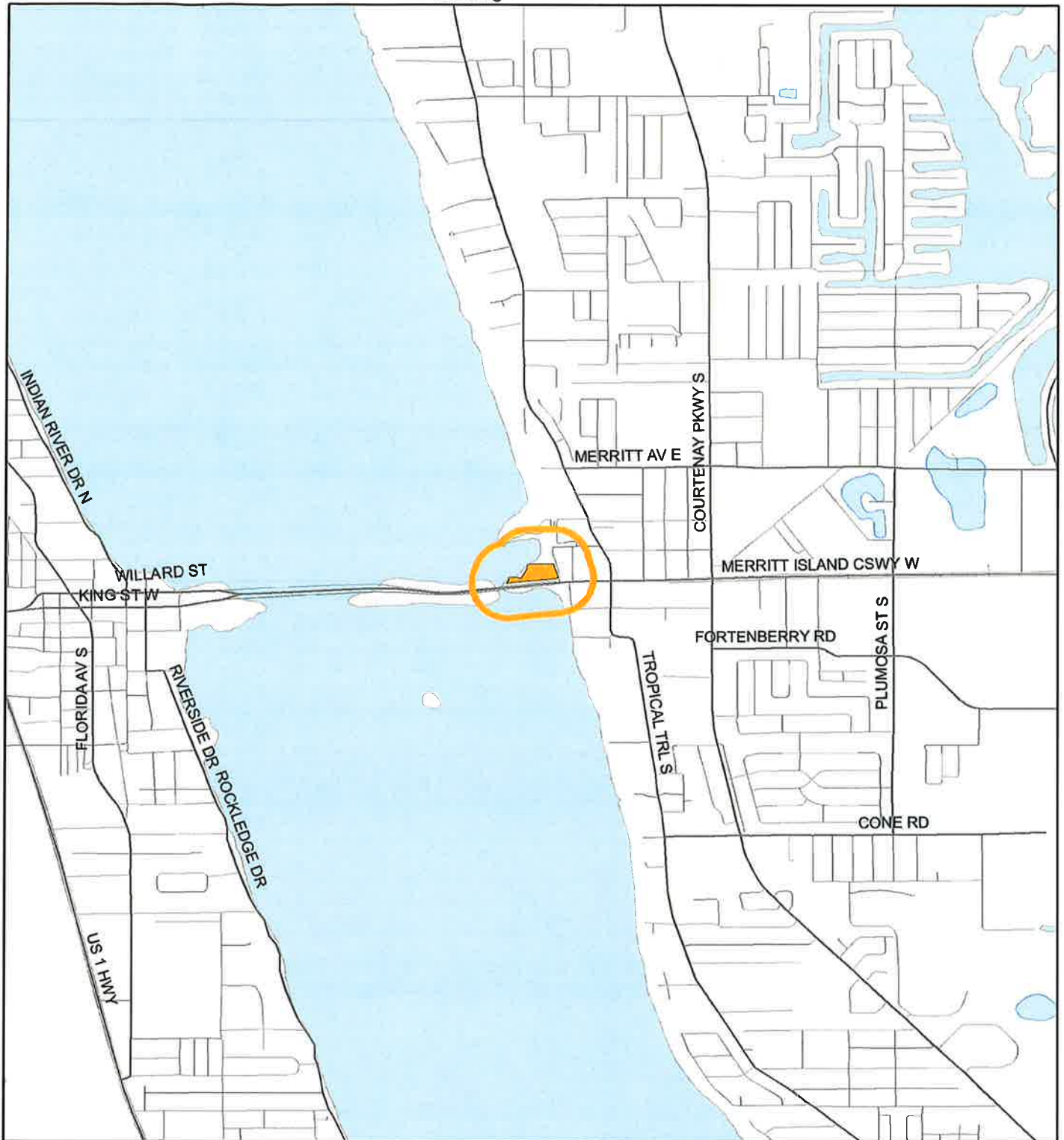
The property is publicly owned and includes existing and proposed public facilities related to a government managed working water front.

If you have any questions, please contact Stuart Buchanan of the Planning & Development Department at (321) 633-2069 or via email to stuart.buchanan@brevardcounty.us

LOCATION MAP



BREVARD COUNTY

Griffis Landing - 14S.10 - 14PZ-00117



1:24,000 or 1 inch = 2,000 feet

Buffer Distance: 500 feet

 Buffer
 Subject Property

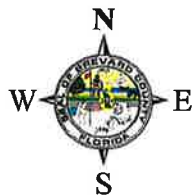
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions herein.

Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 12/19/2014

AERIAL MAP

BREVARD COUNTY

Griffis Landing - 14S.10 - 14PZ-00117



1:4,800 or 1 inch = 400 feet

PHOTO YEAR: 2014

 Subject Property

 Parcels

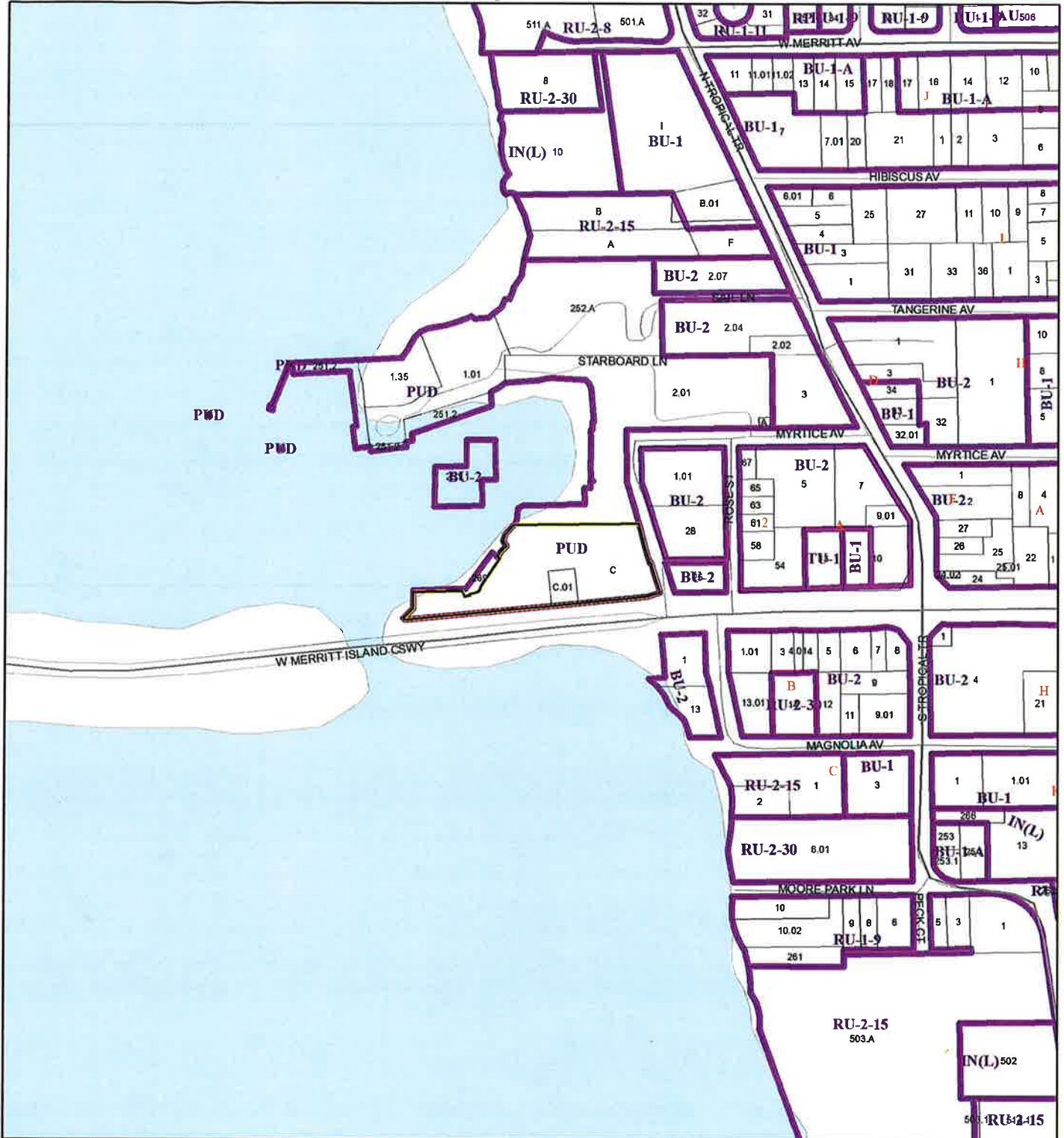
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Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 12/18/2014

ZONING MAP

BREVARD COUNTY

Griffis Landing - 14S.10 - 14PZ-00117



1:4,800 or 1 inch = 400 feet

 Subject Property

 Parcels

 Zoning

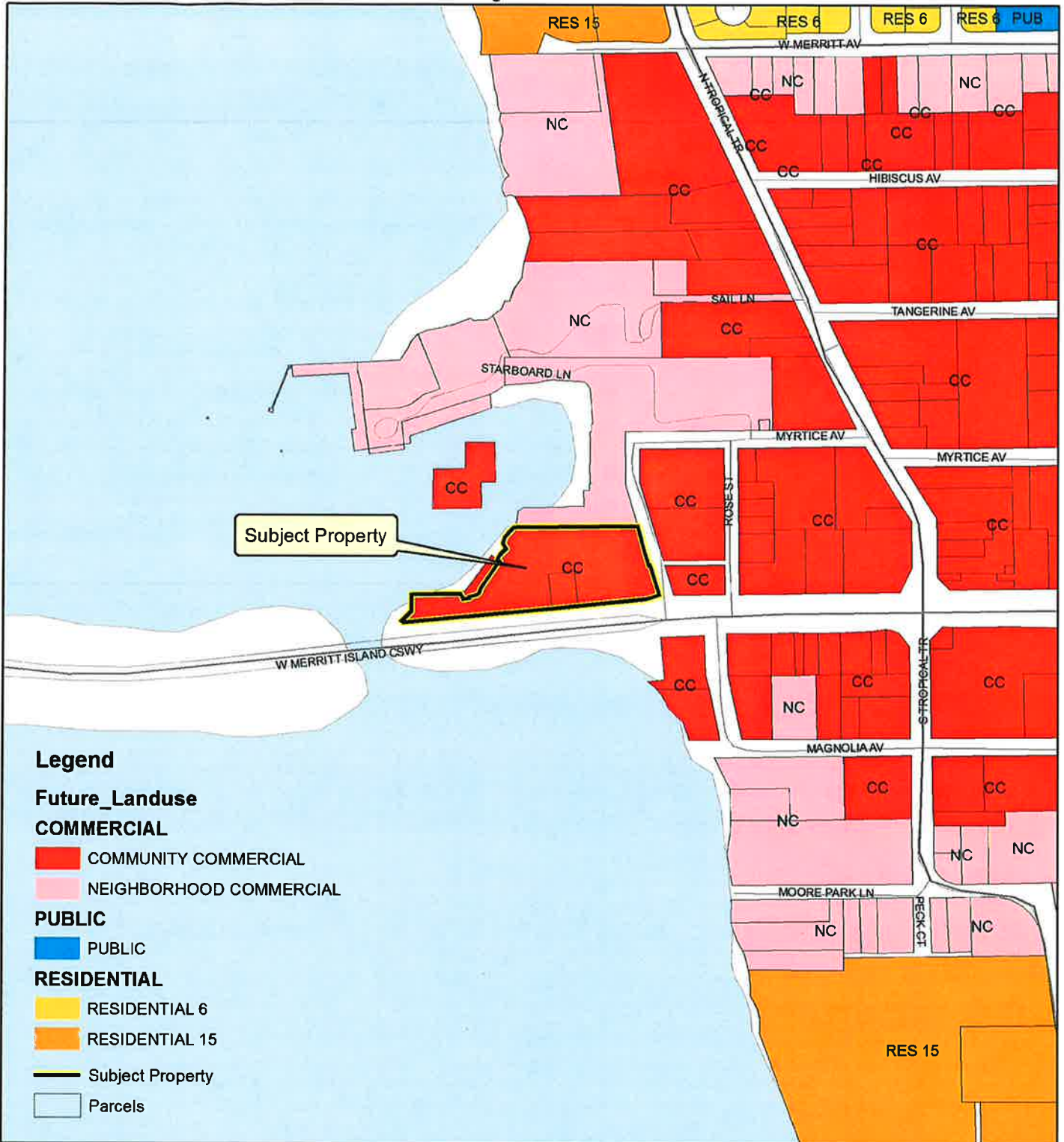
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Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 12/19/2014

FUTURE LAND USE MAP

BREVARD COUNTY

Griffis Landing - 14S.10 - 14PZ-00117



1:4,800 or 1 inch = 400 feet

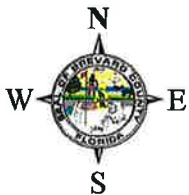
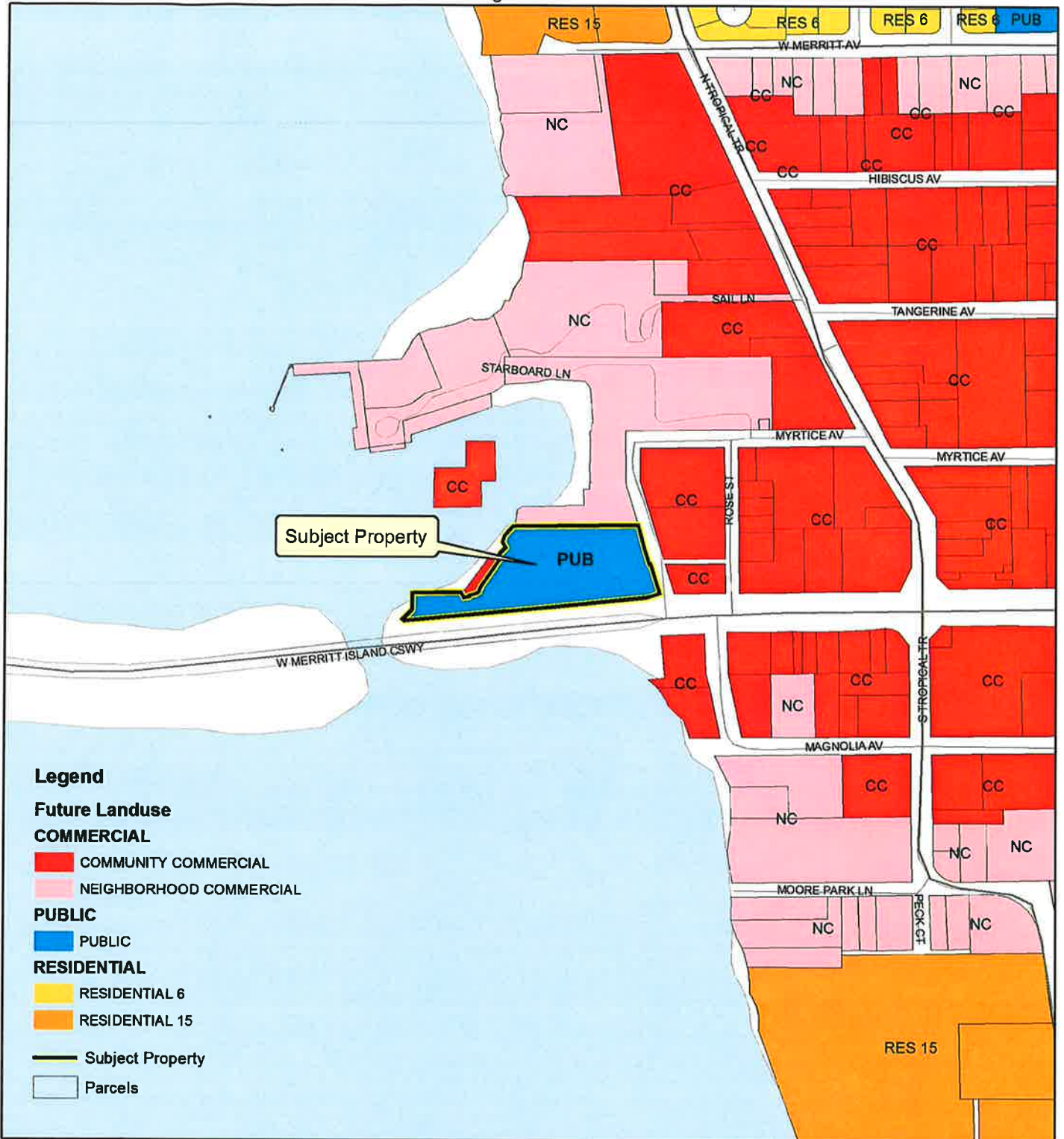
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Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 12/19/2014

PROPOSED FUTURE LAND USE MAP

BREVARD COUNTY

Griffis Landing - 14S.10 - 14PZ-00117



1:4,800 or 1 inch = 400 feet

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Produced by the Brevard County Planning and Zoning Office - GIS Section Date: 12/19/2014

CONTRACT

THIS AGREEMENT, made and entered into this 12th day of Mar, 2015, by and between the Board of County Commissioners, Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Gunnstruction, Inc. , party of the second part (hereinafter sometimes called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF THE WORK

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on and described in the Specifications and Contract Documents entitled:

**GRIFFIS LANDING
SITE IMPROVEMENTS
BID NO. B-3-15-23
AND ADDENDUM NO. 1 DATED NOVEMBER 4, 2014
AND ADDENDUM NO. 2 DATED NOVEMBER 7, 2014**

as prepared by Bussen Mayer Engineering acting as, and in the Contract Documents entitled as the Owner's Engineer, incorporated herein by reference, and shall do everything required by these Contract Documents.

2. THE CONTRACT SUM

- 2.1 The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents.
- 2.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract is the sum of six hundred twenty-four thousand four hundred sixty-three dollars and seventy-five cents (\$624,463.75).
- 2.3 The Contract Documents, as that term is defined in the Instructions to Bidders and attached hereto, are as fully a part of this Contract as if herein repeated, whether or not those documents are actually attached to this contract. The permits and permit requirements are contained in Section X, Appendix 1. The geotechnical report is contained in Section X, Appendix 2. The Drawings are attached separately on a CD as full size (24 inch by 36 inch) drawings.

3. COMMENCEMENT AND COMPLETION OF WORK

- 3.1 The Contractor shall commence work within 5 calendar days after issuance of Notice to Proceed.
- 3.2 The Contractor shall prosecute the work with faithfulness and diligence and shall cause substantial completion of the work not later than one hundred and eighty (180) calendar days after the issuance of Notice to Proceed and cause final completion of the work with fifteen (15) days after substantial completion.

4. **CONTRACTOR'S ACCEPTANCE OF CONDITIONS**

- 4.1 The Contractor hereby agrees that the project site has been carefully examined and that sufficient observations have been made such that contractor is completely familiar with all site conditions and requirements as they relate to the work described in these Contract Documents, and assumes full responsibility therefore.
- 4.2 The provisions of this contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the Owner than against the Contractor and the Surety.
- 4.3 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.
- 4.4 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Owner's Engineer, or by any agent or representative of the Owner or Owner's Engineer as in compliance with the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications, shall be reconstructed as directed by the Owner. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or

repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

- 4.5 Contractor agrees to enter into an Agreement with the Owner and City of Cocoa in substantial form as the draft attached as Exhibit A, regarding the construction of the waterline pursuant to Addendum No.1.

5. LIQUIDATED DAMAGES

- 5.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section 8-10.2 of F.D.O.T. Standard Specifications for Road and Bridge Construction, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.
- 5.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.
- 5.3 Contract days shall stop for purposes of determining if or how much liquidated damages shall be accrued upon substantial completion which shall occur as described in Contract Documents, Section II of the General Conditions, Definitions, Substantial Completion.

6. PARTIAL AND FINAL PAYMENTS

- 6.1 In accordance with the provisions fully set forth in Section VII of the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:
 - a) Within 30 days after receipt of the Contractor's request for partial payment by the Owner, accompanied by partial release of liens and waivers from all sub-contractors and suppliers, for the previous payment, the Owner shall make partial payments to the Contractor, on the basis of the estimate of work as approved by the Owner or the Owner's Engineer, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the Owner as

retainage. After the Owner or Owner's Engineer determine that 50-percent of the construction has been completed pursuant to the Contract, the Contractor shall reduce the amount withheld from each subsequent progress payment to five (5) percent of the payment until all work has been performed, and accepted by the Owner or Owner's Engineer, strictly in accordance with this Agreement. Notwithstanding the foregoing, pursuant to Section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the Owner with a written consent from the surety regarding the Project or payment in question, no such releases shall be required. The Surety may, in a writing served on the owner revoke its consent or direct that the Owner withhold a specified amount from a payment, which shall be effective upon receipt.

- b) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.

7. AUDIT RIGHTS

- 7.1 In performance of the Contract, the Contractor shall keep books and records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of five (5) years after the termination of this Contract, unless such records are exempt from Section 24 (a) of Article I of the State Constitution and Section 119.07 (1) Florida Statutes. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until the litigation, claims or audit findings involving the records have been resolved.
- 7.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by the Contractor in the United States or any other country.

8. ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs, provided, this clause shall only apply to the Contractor and County, as parties to this agreement, and shall not be construed to

prevent the county from covering its attorney's fees, expert witness fees or costs against a surety in accordance with the provisions of the performance bond or under any provision of state law requiring the surety to pay attorney's fees or costs.

9. GOVERNING LAWS

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

10. COMPLIANCE WITH STATUTES

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

11. VENUE

Venue for any legal action 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.

12. CONFLICT OF INTEREST

12.1 The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency board or commission thereof, to provide services relating to this Contract without written consent from the County.

12.2 The Contractor shall not accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.

12.3 The Contractor shall not award a contract or subcontract under this Agreement to any company who the Owner has a financial or any other interest in, including but not limited to employing an employee of the Owner or any member of an employee's, agents, or officer's immediate family.

13. INFORMATION RELEASE/GRANTOR RECOGNITION

News releases, publicity releases, or advertisements relating to this Agreement or the tasks or projects associated with the project, shall be submitted in writing to the County and be approved in advance of any release or publication. Releases shall identify the funding entity as well as the funding source.

14. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including

attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense, is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused, in part, by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

15. UNAUTHORIZED ALIEN WORKERS

The County will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this contract by the County.

16. WITNESS AND SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

Attest:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Party of the First Part


Scott Ellis
Scott Ellis, Clerk

Robin Fisher
Robin Fisher, Chairman
As approved by the Board on: April 30, 2013


(SEAL)

Witnessed in the presence of**

CONTRACTOR
Party of the Second Part

Dana McMullen
Judith A. Scism

William Street

Attest: 
Patricia Moore (Seal)

- (*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart, a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.
- (**) Two witnesses are required when Contractor is sole ownership or partnership.

Reviewed for legal form and content: [Signature]
Assistant County Attorney

