

**INDIAN RIVER COUNTY ADMINISTRATION COMPLEX
NATIVE PLANT GARDEN AGREEMENT**

This Indian River County Administration Complex Native Plant Garden Agreement (hereinafter “Agreement”) is made and entered into by and between The Pelican Island Audubon Society Incorporated, a Florida not-for-profit corporation (“Organization”), and Indian River County, Florida, a political subdivision of the State of Florida (“County”).

Recitals

WHEREAS, the Organization desires to install and temporarily maintain a native plant garden at the Indian River County Administration Complex as set forth in Exhibit “A”; and

WHEREAS, the County agrees to allow the Organization to install and temporarily maintain such native plant garden at the Indian River County Administration Complex;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Association and County hereby agree as follows:

1. The foregoing recitals are true and incorporated as if fully restated herein.
2. Organization agrees to install and maintain for twelve months, after the completion of construction, the native plant garden as set forth in Exhibit “A” at the Indian River County Administration Complex, at Organization’s own cost and expense. If at the discretion of the County Public Works Director, the native plant garden growth and maintenance is not sufficient, Organization, shall continue to maintain the native plant garden for an additional twelve months.
3. County agrees to allow Organization to perform the work at the Indian River County Administration Complex, so long as such work does not unreasonably interfere with the public’s ability to access to Building A of the Indian River County Administration Complex.
4. Organization warrants the maintenance of the native plant garden for 12 months after the period of time, either 12 months or 24 months, set forth in section 2 above.
5. This Agreement may only be modified in writing by mutual agreement of both parties.
6. The Organization shall defend, hold harmless, and indemnify the County, including its County’s commissioners, employees, and agents from and against any and all claims, causes of action, losses, damages, expenses (including reasonable attorneys’ fees) and other liabilities of any type whatsoever, arising out of or relating to Organization’s negligence, intentional misconduct, or violation of this Agreement or applicable law.

7. General Liability Insurance: Organization shall obtain and keep in force a general liability insurance policy, occurrence based, with a general aggregate limit of no less than \$300,000.00 and a single occurrence limit of \$200,000.00. The County shall be named as additional insured and provided with a copy of the above documentation

Workers Compensation and Employees Liability: Organization shall ensure that any contactor or subcontractor providing labor pursuant to this Agreement shall maintain Workers Compensation in accordance with the laws of the State of Florida.

Automobile Insurance: If applicable, Organization shall ensure that any contractor or subcontractor providing labor pursuant to this Agreement shall maintain Automobile Insurance in accordance with the laws of the State of Florida. Evidence of insurance required per this Agreement must be submitted to the County by November 1st. No installation activities shall commence until such insurance requirements are satisfied.

8. If Organization does not comply with the terms of this Agreement, County has the authority to remove the native plant garden.
9. This Agreement may only be terminated by either party by providing ninety (90) days' written notice to the other party at the appropriate address below:

If to Organization: Dr. Richard H. Baker
President
522 N. Blue Island Lane
Sebastian, FL 32958

If to the County: Indian River County
Public Works Director
1801 27th Street
Vero Beach, Florida 32960

With a copy to: Dylan Reingold
County Attorney
Indian River County
1801 27th Street
Vero Beach, Florida 32960

The Pelican Island Audubon Society, Inc.

By: _____

Name/Title: Dr. Richard H. Baker
President

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA**

By: _____
Peter D. O'Bryan, Chairman

Approved by BCC: _____, 2021.

ATTEST:

By: _____
Jeffrey R. Smith,
Clerk of Court and Comptroller

Approved as to form and legal sufficiency:

Dylan Reingold
County Attorney