

**ADDENDUM TO AGREEMENT FOR PROVISION, MAINTENANCE, AND SUPPLY
OF DROWN ZERO STATIONS BETWEEN INDIAN RIVER COUNTY AND THE
ROTARY CLUB OF VERO BEACH SUNRISE FOUNDATION, INC.**

THIS ADDENDUM is made and entered into by and between **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida (the “County”), whose address is 1801 27th Street, Vero, Beach, FL 32960, and the **ROTARY CLUB OF VERO BEACH SUNRISE FOUNDATION, (“Sunrise”)** a Florida not for profit corporation, with the address of P.O. Box 24, Vero Beach FL 32961.

RECITALS:

WHEREAS, On September 10, 2024 the Parties entered into an Agreement for Provision, Maintenance, and Supply of Drown Zero Stations(Agreement) in which Sunrise will provide Drown Zero stations at County beach parks; and

WHEREAS, this Agreement also includes permission for Sunrise to use an all terrain vehicle(ATV) on the beach for monitoring and maintenance of the Drown Zero stations; and

WHEREAS, **Sunrise** has received a grant for a side-by-side ATV and approached the County concerning storage of the ATV and the County has agreed to provide storage space, to Sunrise for the purposes of fulfilling its duties under the Agreement

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **ADDENDUM**. The parties agree that this addendum shall not alter or modify the Agreement in any way except to the extent stated herein,

2. **COUNTY’S DUTIES:**

- County shall provide space for storage of Sunrise’s ATV at a location determined by County.
- County shall not be responsible for the maintenance, security, or operation of the ATV.
- County shall notify Sunrise of any concerns or safety issues regarding the storage of the ATV.
- County shall provide training on proper use and maintenance of the ATV.

3. **SUNRISE’S DUTIES:**

- Sunrise shall provide ownership and insurance documentation to the County prior to storage and update the same yearly.
- Sunrise shall ensure that the ATV is properly cleaned, serviced, and maintained pursuant to best practices as provided by County.

- Sunrise shall ensure that any operator has completed training with County prior to use of ATV on County property, including, but not limited to beaches, parks, and storage facility. This includes the training requirement in paragraph 5 of the Agreement.
- Sunrise shall be responsible for maintaining the storage area in a clean and well-kept manner. Sunrise is responsible for any damage to the facility caused by Sunrise's negligence.
- Sunrise shall abide by County procedures and direction as it relates to operating the ATV including hours of operation and security procedures.

4. **INDEMNIFICATION AND INSURANCE**. Sunrise hereby agrees to indemnify, defend, and hold harmless the County from any and all liability, claims costs, fines, fees, or actions arising from or in connection with the Drown Zero Project and ATV storage. This indemnification obligation shall survive the expiration of this Agreement. Sunrise shall keep in force and always maintained during the term of this Agreement, where applicable:

a. General Liability Insurance:

General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than \$1,000,000 for Bodily Injury and Property Damage per occurrence.

b. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided.

c. Insurance Certificates:

The Agency shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover Indian River COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty days prior written notice being issued by the insurer to the County. The AGENCY is also responsible for providing the COUNTY with thirty days prior written notice of any change or cancellation of the policies.

AGENCY shall provide Certificates of Insurance and applicable endorsement pages to the COUNTY demonstrating that the aforementioned insurance requirements have been met within five working days (Monday through Friday) of the AGENCY's execution of this Agreement. No work shall begin under this Agreement Order until the Certificates of Insurance and endorsement pages have been received and approved by the COUNTY.

5. **ENTIRE AGREEMENT.** This Addendum to the Agreement, including the Original Agreement, the exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates set forth herein below.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Deryl Loar, Chairman

BCC Approved: _____

Attest: Ryan L. Butler, Clerk of Court and
Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

Christopher A. Hicks, County Attorney

Approved:

By _____
John A. Titkanich, Jr., County Administrator

ROTARY CLUB OF VERO BEACH SUNRISE FOUNDATION, INC.

By: Dr. Edwin Massey, President