

**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 AGREEMENT 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, Sunrise desires to promote a project called Drown Zero where certain rescue and life saving equipment will be furnished, installed and maintained on County beach parks as a means to assist distressed swimmers; and

WHEREAS, the visitors to County beach parks will benefit from this equipment in the event a water rescue is needed before or after the times when a lifeguard is not on duty or if the beach park is unguarded; and; and

WHEREAS, Sunrise agrees to periodically visually inspect Drown Zero stations and will keep the equipment in good working order with all the necessary materials.

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. **RECITALS.** The recitals set forth hereinabove are true and correct in all respects, are material to this Agreement, and are incorporated herein by reference as fully as if set forth herein verbatim.

2. **DONATION OF STATIONS TO COUNTY.** **Sunrise** hereby agrees to donate to the County 11 Drown Zero stations within sixty (60) days of the commencement of this Agreement. Each Drown Zero Station shall consist of the following equipment: 4x4 pole, ring buoy, Sunrise Rotary sign, Call 911 sign, and sponsorship sign. See Exhibit B photo.

3. **STATION LOCATIONS.** **Sunrise** agrees to install the Drown Zero stations at the locations identified in Exhibit A to this Agreement. At any time, the County may in its sole discretion decide that an identified location is no longer suitable for a station. In such event, the County shall notify **Sunrise** and the County and Sunrise may mutually agree that the station will be installed at a different County location, or for the County to return the station to **Sunrise**.

4. **RESUPPLY.** Sunrise agrees to resupply the stations with Drown Zero equipment as may be necessary from time to time. The County shall notify **Sunrise** when stations are in need of resupply or maintenance and **Sunrise** shall resupply and maintain the

stations at no cost to the County. Sunrise may supply the County with additional Drown Zero Equipment which the County may use to resupply the stations as necessary.

5. **MAINTENANCE AND OWNERSHIP.** The County shall notify Sunrise either by phone or in writing when a station is in need of maintenance or repair and Sunrise shall arrange for such maintenance or repair to be performed within thirty (30) days of notification. If after forty-five (45) days, the station has not been repaired or replaced, the County may remove the station and is under no obligation to replace or further report on that station. After sixty (60) days, the County may dispose of the station at their own convenience and is under no obligation to return the property to Sunrise Rotary Vero Beach Foundation. The County will not be responsible for any loss, damage, vandalism, or theft of the Drown Zero equipment. The County shall allow Sunrise Rotary Vero Beach Foundation project: Drown Zero to utilize its own all-terrain vehicle (ATV) for access via the beach for all maintenance needs of the devices.

6. **USE OF ALL TERRAIN VEHICLE ON THE BEACH.** Prior to using any All Terrain Vehicle (ATV) on the beach, Sunrise will provide proof to the County that any of its members who will be operating an ATV on the beach will have studied the Florida Department of Environmental Protection's Best Management Practices (BMP) for operating vehicles on the beach. Pursuant to County Code, the County must give special permission for vehicles to be operated on its beaches. Any complaints of violation of the BMPs or reports of careless operation of an ATV by Sunrise members could result in the revocation of permission to use an ATV in association with this project.

7. **SIGNAGE AND RECOGNITION.** The County and **Sunrise** agree that the sample sign attached as Exhibit B shall be displayed on each of the Drown Zero stations. The County agrees that the signage may indicate the role of **Sunrise** as the sponsor and provider of the stations. The signage may also include a QR code or a website where interested parties may donate to allow for the expansion of the **Drown Zero** mission to save lives. All monies collected shall be the property of **Sunrise** and money collected shall go towards the **Drown Zero** project. Stations may include a cosponsor sign.

8. **FLOTATION DEVICE TRACKING AND MONITORING / NEW TECHNOLOGY.** Advances to the flotation devices including GPS monitoring, dispatcher alert upon deployment, and a pressure switch audible alarm are in development. **Sunrise** may request that the County approve the incorporation of these and any other technological advancements in the stations and flotation devices located at County sites at no cost to the County.

9. **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. 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.

10. TERM AND TERMINATION.

- a. The term of this Agreement begins on October 1, 2024, and lasts for a period of four (4) years, terminating on September 30, 2028.
- b. This Agreement may be terminated by either party, with or without cause, upon written notice of termination to the other party at least thirty (30) days prior to the date of such termination.
- c. Upon the expiration of this Agreement, or in the event the County or Sunrise terminates this Agreement, the County shall remove the Drown Zero equipment and return the stations to their previous condition.

11. NON-ASSIGNMENT. **Sunrise** may not assign its responsibilities or obligations under this Agreement to a third party. However, upon written approval by the County, which approval shall not be unreasonably withheld, **Sunrise** may utilize the services of a

third-party subcontractor, vendor, or nonprofit organization to satisfy any or all of its obligations under this Agreement, at no cost to the County.

12. **NOTICE.** Notice under this Agreement shall be given to the County by delivering written notice to the Public Safety Group Director and notice shall be given to **Sunrise** by delivering written notice to the Registered Agent PO Box 25 Vero Beach FL 32961.

13. **JURISDICTION, VENUE AND CHOICE OF LAW.** All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Agreement shall be filed in Indian River County, Florida which shall be deemed proper jurisdiction and venue for the action.

14. **ATTORNEY'S FEES AND COSTS.** In the event either party initiates legal action to enforce this contract, each party shall bear its own fees and costs, and any trial shall be non-jury.

15. **ENTIRE AGREEMENT.** This Agreement, including 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.

ROTARY CLUB OF VERO BEACH
SUNRISE FOUNDATION, INC.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: 
Dr. Ed Massey, President

BY: _____
Susan Adams, Chairman

BCC Approved: _____

ATTEST:

APPROVED:

By: _____
Ryan L. Butler,
Clerk of Court and Comptroller

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

Approved as to form and legal sufficiency:

Christopher Hicks, Assistant County Attorney