



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.12.

3/12/2024

Subject:

Board Approval: Agreement Between Brevard County Board of County Commissioners and Drown Zero for Provision, Maintenance, and Supply of Drown Zero Stations.

Fiscal Impact:

None. Drown Zero will donate forty-one Drown Zero stations to the county and will resupply and maintain the stations in good working order.

Dept/Office:

Public Safety Group: Fire Rescue/Ocean Rescue

Requested Action:

Request Board consideration for an Agreement for Provision, Maintenance, and Supply of Drown Zero Stations between Brevard County Board of County Commissioners and Drown Zero. If approved, authorize the Chair to sign the agreement and delegate to the County Manager approval authority, as appropriate and necessary, for any administrative actions, extensions, amendments, or budget change requests as required.

Summary Explanation and Background:

Drown Zero, a Florida not for profit corporation, agrees to provide to the county forty-one Drown Zero stations at no cost. The stations include floatation devices and will be located at County beach access points to assist distressed swimmers. Drown Zero agrees to resupply and maintain each station to keep them in good working order with all necessary materials to be functional. Brevard County Ocean Rescue's obligation will be to periodically inspect and communicate with Drown Zero, as appropriate, as stations need resupply or maintenance. This agreement has been coordinated with the County Attorney's Office and Risk Management.

Clerk to the Board Instructions:

Please return the fully executed Agreement to Janine Ernst, Brevard County Fire Rescue.



March 13, 2024

M E M O R A N D U M

TO: Chief Patrick Voltaire, Fire Rescue Director Attn: Janine Ernst

RE: Item F.12., Approval for Agreement Between Brevard County Board of County Commissioners and Drown Zero for Provision, Maintenance, and Supply of Drown Zero Stations

The Board of County Commissioners, in regular session on March 12, 2024, approved and executed the Agreement between Brevard County Board of County Commissioners and Drown Zero for provision, maintenance, and supply of Drown Zero stations; and delegated the County Manager approval authority, as appropriate and necessary, for any administrative actions, extensions, amendments, or Budget Change Requests as required. Enclosed is the executed Agreement.

Upon execution by Drown Zero International Corp., 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

Kimberly Powell
Kimberly Powell, Clerk to the Board

/sm

Encl. (1)

cc: Contracts Administration
Public Safety

**AGREEMENT FOR PROVISION, MAINTENANCE, AND SUPPLY OF
DROWN ZERO STATIONS**

THIS AGREEMENT is made and entered into by and between **BREVARD COUNTY**, a political subdivision of the State of Florida (the "County"), and **DROWN ZERO INTERNATIONAL CORP.**, a Florida not for profit corporation ("Drown Zero"), with a principal address of 7 Colonial Drive, Cocoa Beach, FL 32931.

RECITALS:

WHEREAS, Drown Zero, in affiliation with the Surfing's Evolution & Preservation Foundation, desires to provide forty-one (41) "Drown Zero" flotation device stations (the "Drown Zero stations") to be installed at County beach access locations as a means to assist distressed swimmers; and

WHEREAS, Drown Zero desires to provide for the maintenance (defined as keeping the equipment in good working order with all the necessary materials to be capable) and resupply of the Drown Zero stations as necessary; and

WHEREAS, the County agrees to install and then periodically visually inspect the Drown Zero stations at locations identified in **Exhibit A** to this 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. **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. **TERM AND TERMINATION**.

- a. The term of this Agreement begins on March 12, 2024, and lasts for a period of four (4) years, terminating at midnight on March 11, 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 terminates this Agreement, the County shall remove the Drown Zero stations and return the Drown Zero stations and any unexpended supplies to Drown Zero.
- d. In the event Drown Zero terminates this Agreement, Drown Zero shall, at its own expense, remove the Drown Zero stations and any unexpended supplies, and restore the sites to the condition they were in prior to installation.

3. **DONATION OF DROWN ZERO STATIONS TO COUNTY.** Drown Zero hereby agrees to provide to the County forty-one (41) Drown Zero stations within sixty (60) days of the commencement of this Agreement.

4. **DROWN ZERO STATION LOCATIONS.** The County 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 Drown Zero station. In such event, the County shall notify Drown Zero, and the County and Drown Zero may mutually agree that the Drown Zero station will be installed at a different County location, or for the County to return the Drown Zero station to Drown Zero.

5. **RESUPPLY.** Drown Zero agrees to resupply the Drown Zero stations with flotation devices as may be necessary from time to time. The County's only obligation will be to notify Drown Zero when Drown Zero stations are in need of resupply or maintenance and Drown Zero shall resupply and maintain the stations at no cost to the County. Drown Zero may supply the County with additional flotation devices which the County may use to resupply the Drown Zero stations as necessary.

6. **MAINTENANCE AND OWNERSHIP.** Drown Zero shall own and maintain the Drown Zero stations to ensure they are complete units and are in good working order. The County shall notify Drown Zero either by phone or in writing when a Drown Zero station is in need of maintenance or repair and Drown Zero 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. If 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 Drown Zero. The County will not be responsible for any loss, damage, vandalism, or theft of or to the Drown Zero stations or flotation devices. The County shall allow Drown Zero to utilize its own all-terrain vehicle (ATV) for access via the beach only during non-emergency situations and only for maintenance needs of the devices.

7. **SIGNAGE AND RECOGNITION.** The County and Drown Zero shall agree to signage to be displayed on each of the Drown Zero stations. At a minimum, such signage shall give direction to dial 9-1-1 in case of emergency, to "throw ... don't go" when using the flotation device, and to always swim near a lifeguard. Signage shall further

advise that persons using the flotation devices do so at their own risk and inform beachgoers how to report a missing flotation device by identifying appropriate means to communicate with Drown Zero. The report process and contact information will be developed by Drown Zero and displayed on the Drown Zero stations. The County agrees that approved signage may be posted at each Drown Zero station indicating the role of Drown Zero and/or Surfing's Evolution & Preservation Foundation as the sponsor and provider of the Drown Zero stations.

8. **FLOTATION DEVICE TRACKING AND MONITORING / NEW TECHNOLOGY.** Advances to the Drown Zero flotation devices including GPS monitoring, dispatcher alert upon deployment, and a pressure switch audible alarm are in development. Drown Zero may request that the County approve the incorporation of these and any other technological advancements in the Drown Zero stations and flotation devices located at County sites. Upon written approval by the County, Drown Zero may upgrade or replace the Drown Zero stations and/or flotation devices to incorporate such new technologies, at no cost to the County.

9. **ADOPTION.** The County agrees to allow Drown Zero to put up for adoption at the station locations and towards the devices to obtain donation and fundraising to allow for the expansion of the Drown Zero mission. All monies collected for said adoption shall be the property of Drown Zero. Any money collected or adoptions of the locations shall go towards Drown Zero and it's not for profit company mission.

10. **INDEMNIFICATION AND INSURANCE.** Drown Zero 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 Drown Zero's donation, resupply,

and maintenance (defined as keeping the equipment in good working order with all the necessary materials to be capable) of the Drown Zero stations at the locations identified in **Exhibit A**. This agreement will be effective upon Drown Zero providing and the County and the County approving valid and required insurance documentation. This indemnification obligation shall survive the expiration of this Agreement. Drown Zero 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 Brevard 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.

11. **NON-ASSIGNMENT**. Drown Zero 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, Drown Zero 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, 1040 S. Florida Avenue, Rockledge, Florida 32955, and notice shall be given to Drown Zero by delivering written notice to the Registered Agent at 7 Colonial Drive Cocoa Beach FL 32931.

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 Brevard County, Florida which shall be deemed proper jurisdiction and venue for the action.

14. **ATTORNEY'S FEES AND COSTS; NON-JURY TRIAL**. 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 and filed with the Brevard County Clerk of Court.

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

ATTEST:

(SEAL)


Rachel Sadoff, Clerk

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

By: 

Jason Steele, Chair
Brevard County Commission

As approved by the Board on MAR 12 2024

**DROWN ZERO INTERNATIONAL CORP., a
Florida not for profit corporation.**

By: 

Title: Wyatt Werne, Founder

Date: 3/20/2024

ATTEST:

(SEAL)



Rachel Sadoff, Clerk

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

By: _____

Jason Steele, Chair
Brevard County Commission

As approved by the Board on MAR 12 2024

DROWN ZERO INTERNATIONAL CORP., a
Florida not for profit corporation.

By: _____

Title: _____

Date: _____

EXHIBIT A
DROWN ZERO STATION LOCATIONS

<u>QTY</u>	<u>County Access Location</u>	<u>Patrol Coverage Zone</u>
2	Ponce de Leon Landing	Zone 6
2	Coconut Point Park	Zone 6
5	Spessard Holland South	Zone 6
2	Spessard Holland North	Zone 6
1	Del Floria Ave	Zone 5
1	Hacienda Ave	Zone 5
1	Ocean Oaks Dr	Zone 5
1	Niemera Ave	Zone 5
1	Grosse Pointe Ave	Zone 5
1	Flug Avenue	Zone 5
5	Howard Futch park	Zone 5
2	Canova Beach Park N/S	Zone 5
1	S.P.R.A park	Zone 4
1	Seagull Park	Zone 4
1	Crescent Beach Dr	Zone 3
1	Summer Street/ 21st	Zone 3
1	Robert S. Murkshe Park	Zone 3
3	Lori Wilson	Zone 2
2	Cherie Down	Zone 1
1	Wilson Ave	Zone 1
1	Taft Ave	Zone 1

1	McKinley Ave	Zone 1
1	Arthur Ave	Zone 1
1	Garfield Ave	Zone 1
1	Hayes Ave	Zone 1
1	Grant Ave	Zone 1
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