



ADMINISTRATIVE POLICY	NATURAL RESOURCES	NUMBER	EFFECTIVE DATE	REVISION DATE
SUBJECT PRIVATE USE OF COUNTY PROPERTY FOR EMERGENCY COASTAL CONSTRUCTION ACCESS				PAGE 1

Responsible Party- Natural Resources Department, Coastal Division; Parks and Recreation Department; Board of County Commissioners.

Scope and Audience- This policy applies to private parties requesting use of County Property for coastal construction project access to address significant erosion due to weather events that put upland infrastructure at imminent risk.

Additional Authority- Local (Town of Indian River Shores, City of Vero Beach, Town of Orchid), State (Florida Department of Environmental Protection) and Federal (United States Army Corps of Engineers) permitting agencies for coastal construction projects. Permit conditions shall apply to all approvals through this administrative policy.

Definitions (as they relate to this policy):

1. Applicant- Individual submitting the “Application for Use of County Property by Private Entity for Coastal Construction Project Access” on behalf of the property owner.
2. Contractor- The licensed and insured contractor who shall be performing the dune construction activities on behalf of the property owner.
3. Owner- Person or entity in whom is vested in the ownership, dominion, or title of the property.
4. Project- The dune construction activity to take place on the owner’s property shall be referred to as the “project.”
5. Maintenance- Activities necessary to keep facilities and systems operational and in good working order. Generally, routine or recurring activities that consist of preservation but not improvement.
6. Emergency- Significant coastal erosion due to a weather event that puts upland infrastructure at risk.
7. Practicable Access- Alternative routes that do not impact public beach access that can be utilized to access the dune where the construction activity is to take place. Practicable shall not include financial disadvantages or inconvenience to the Owner as grounds to justify use of the County Property for coastal construction access.
8. Imminent Risk- A condition where infrastructure is damaged or is likely to be damaged due to coastal erosion.

1. Purpose

This policy develops a process by which private entities may request use of County Property, including County beach parks, for coastal construction project access to protect upland infrastructure that is at risk as a result of an emergency leading to coastal erosion. Requests will be



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submitted for processing to the Natural Resources Department, Coastal Division, and approved through the County Administrator.

2. Statement

On March 5, 2024, the Board of County Commissioners directed staff to develop a process whereby private entities can request approval for use of County Property for coastal construction project access. This direction was in recognition of the fact that private beach-front entities experience significant erosional activities requiring remediation/restoration activities which may include requesting use of County Property for such construction access purposes, and there is no formal process to facilitate these requests. A formal process is required so that the Board has sufficient information to determine whether the proposed use of County Property for coastal construction activities either reasonably or unreasonably affects the public and can make a determination on whether or not to authorize the requested use. This policy does not apply to ongoing, routine maintenance, for which access is the sole responsibility of the property owner.

3. Eligibility

Only beach-front coastal properties located within Indian River County, and in possession of a valid FDEP Coastal Construction Control Line Permit, FDEP Emergency Field Permit, and/or other pertinent permit(s) shall be eligible for the use of this policy. Coastal properties within municipal boundaries shall be required to obtain a letter of no objection from their local municipality prior to pursuing an access agreement with the County utilizing this policy. Projects shall not adversely affect hardbottom or coral reef communities, seagrass communities or functional marine turtle nesting habitat that existed before the storm and shall not contribute to erosion of adjacent properties. This policy pertains solely to coastal construction to address significant erosion due to weather events that put upland infrastructure at imminent risk. This policy shall go into effect starting with a declared local state of emergency and terminate upon the opening of beach accesses to the Public or upon termination of the FDEP Emergency Order whichever is sooner. Under non-emergency conditions, the policy “Private Use of County Property for Non-emergency Coastal Construction Access” shall apply.

Projects shall be considered on a first come, first ready basis. The requested closure period cannot interfere with County emergency repair work. Closure for private use shall occur either immediately before or immediately after the County emergency repairs to minimize public impacts. Maximum closure periods shall be dependent upon the total extent of the coastal damages and availability of resources for construction. Generally, closure periods shall be 5 calendar days for parcels with less than 150 linear foot beach frontage, and 15 calendar days for parcels with greater than 150 linear foot beach frontage.



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Projects shall be completed by qualified, certified contractor(s) that meet the County’s minimum insurance requirements. These requirements can be found in the sample license agreement in Attachment A. This policy permits access to the beach through the established beach access point. It does not permit access across the beach through private property. The Applicant is responsible for obtaining any additional legal access required for construction, and shall not rely on any beach easements that the County may have for surrounding private parcel owners.

4. Request Process

Requests to utilize County Property for private coastal construction project access shall be submitted directly to the Natural Resources Department, Coastal Division for facilitation through the approval process. The request shall be submitted on the “Application for Use of County Property by Private Entity for Coastal Construction Project Access” form. Complete applications shall include additional materials as specified in the “PRIVATE USE OF COUNTY PROPERTY FOR COASTAL CONSTRUCTION ACCESS APPLICATION CHECKLIST (EMERGENCY)”. These forms can be found in Appendix A of this policy. Please submit applications directly to Coastal@IndianRiver.gov. Incomplete submittals will not be considered.

Upon receipt of the application form, the Coastal Division shall review and confirm the submitted application is complete, and if complete, shall schedule a site visit with the property owner and contractor to discuss the project and complete a dune inspection. After the site visit, the Coastal Division shall submit the application materials and inspection report for review by the applicable County departments for review which typically consist of Parks, Recreation, and Conservation Department, Risk Management Division, Public Works Department, and Emergency Services Department. The Coastal Division shall present the application(s) on behalf of the Applicant(s) to the County Administrator for approval.

The County Administrator will then either approve or deny the application and if applicable the subsequent closure of the County Property being utilized for the project access. Upon approval of the request, the Natural Resources Department shall facilitate the execution of a “License Agreement” for use of the County Property with the property owner’s contractor. A sample “License Agreement” can be found in Appendix B.

Prior to construction, the contractor shall post the construction permit in a job box at the County Property. The contractor for the Applicant shall be responsible for setting up a variable message board (VMB) in proximity to the County Property being utilized for construction identifying the times and dates of the closures. The location of the VMB shall be subject to the approval of the County or local authority owning the roadway. Upon the completion of construction and County Property restoration, the Applicant shall schedule a post-construction field review meeting with the Coastal



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Division to inspect the site and confirm restoration was performed in accordance with the License Agreement.

5 FEE SCHEDULE

A \$100.00 non-refundable application fee shall accompany the completed application packet. Should the License Agreement be granted by the County Administrator, the County Property use fee shall be \$500/day or \$250/half day (deemed to include closure). Funds collected through this use fee shall be utilized solely for public beach park enhancements. A \$10,000 construction bond shall be required prior to starting the project and shall be returned upon satisfactory restoration of the site.



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APPENDIX A. FORMS



INDIAN RIVER COUNTY
NATURAL RESOURCES DEPARTMENT
1801 27th Street, Vero Beach, FL 32960

PRIVATE USE OF COUNTY PROPERTY FOR COASTAL CONSTRUCTION ACCESS APPLICATION
CHECKLIST (EMERGENCY)

The following items are required* with submission of your application package:

- Project Application
- Map and/or construction plans depicting project location, proposed County Property for use, hauling route and any pertinent temporary traffic control plans, equipment and materials staging area(s), travel corridors to construction site, and proposed mobilization plan
- Proposed construction schedule
- Applicable Local Permits
- Applicable State Permits
- Applicable Federal Permits
- Contractor License
- Contractor Proof of Insurance
- Certificate of Trust (if applicable)
- Corporate Resolution Demonstrating Signing Authority (if applicable)
- Contractor Signed License Agreement
- Application Fee Payment

*Additional materials may be requested on a case-by-case basis for final approval.

Upon approval of your application by the County Administrator the follow items are required for receipt of executed license agreement:

- Daily Fee Rate for Proposed Schedule
- Issued COI with the County added as an additional insured
- \$10,000 Construction Bond



INDIAN RIVER COUNTY
NATURAL RESOURCES DEPARTMENT
1801 27th Street, Vero Beach, FL 32960

APPLICATION FOR USE OF COUNTY PROPERTY BY PRIVATE ENTITY FOR
COASTAL CONSTRUCTION PROJECT ACCESS

PROJECT PARCEL NUMBER	
OWNER'S NAME:	
PROJECT ADDRESS:	
MAILING ADDRESS:	

CONTRACTOR NAME:	
LICENSE #:	
PROJECT MANAGER NAME:	
PROJECT MANAGER PHONE #:	
PROJECT MANAGER EMAIL:	

PROJECT DESCRIPTION:	
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JUSTIFICATION FOR USE OF COUNTY PROPERTY:	
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COUNTY PROPERTY REQUESTED:	
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PROPOSED CONSTRUCTION SCHEDULE:	
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DATES AND TIMES OF PROPOSED CLOSURE:	
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INDIAN RIVER COUNTY
NATURAL RESOURCES DEPARTMENT
1801 27th Street, Vero Beach, FL 32960

COUNTY PROPERTY USE
PLAN:

(include map and/or
construction plans depicting
project location? proposed
County Property for use?
hauling route and any
pertinent temporary traffic
control plans? equipment and
material(s)? travel corridors to
construction site? proposed
mobilization plan? and any
other pertinent information on
how you intend to use the
County Property)

[Empty rectangular box for providing details on the County Property Use Plan.]

\Be sure to attach the documents required in the checklist in this application
\SIGNATURE FORM FOLLOWS THIS PAGE



INDIAN RIVER COUNTY
 NATURAL RESOURCES DEPARTMENT
 1801 27th Street, Vero Beach, FL 32960

SIGNATURE FORM

OWNER'S AFFIDAVIT:	I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.
OWNER'S SIGNATURE:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
CONTRACTOR SIGNATURE:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Acknowledgement for Person in an Individual Capacity

OWNER	CONTRACTOR
State of Florida, County of _____ The foregoing instrument was acknowledged before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization this _____ day of _____, 20_____ by _____ who is <input type="checkbox"/> personally known or <input type="checkbox"/> produced identification Type of ID Produced _____ Printed Name of Notary _____ Signature of Notary _____ Notary Seal	State of Florida, County of _____ The foregoing instrument was acknowledged before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization this _____ day of _____, 20_____ by _____ who is <input type="checkbox"/> personally known or <input type="checkbox"/> produced identification Type of ID Produced _____ Printed Name of Notary _____ Signature of Notary _____ Notary Seal

Acknowledgement for Person in a Representative Capacity

OWNER	CONTRACTOR
State of Florida, County of _____ The foregoing instrument was acknowledged before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization this _____ day of _____, 20_____, by _____ (Name of Person) as _____ (Explain Representative Capacity) for _____ (Name of Party on Behalf of Whom Instrument was Executed). who is <input type="checkbox"/> personally known or <input type="checkbox"/> produced identification Type of ID Produced _____ Printed Name of Notary _____ Signature of Notary _____ Notary Seal	State of Florida, County of _____ The foregoing instrument was acknowledged before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization this _____ day of _____, 20_____, by _____ (Name of Person) as _____ (Explain Representative Capacity) for _____ (Name of Party on Behalf of Whom Instrument was Executed). who is <input type="checkbox"/> personally known or <input type="checkbox"/> produced identification Type of ID Produced _____ Printed Name of Notary _____ Signature of Notary _____ Notary Seal



INDIAN RIVER COUNTY
 NATURAL RESOURCES DEPARTMENT
 1801 27th Street, Vero Beach, FL 32960

COASTAL CONSTRUCTION PROJECT ACCESS REVIEW FOR STAFF USE ONLY

Date of Field Visit:	
FDEP Erosion Conditions:	
Is Access Through Construction Site Possible? (Be specific about potential hinderances)	
Notes:	

Project Review:

Question	Eligible	Ineligible
1. Is there a qualifying emergency and does the Applicant meet the conditions of this policy?	Yes	No
2. Is the County Property available during the proposed dates?	Yes	No
3. Have all the required permits been obtained?	Yes	No
4. Is the project to address significant erosion due to weather events that put upland infrastructure at imminent risk?	Yes	No
5. Does the contractor hold the insurance required for a license agreement?	Yes	No
6. Does staff recommend bringing the project to the County Administrator based upon the submittal?	Yes	No

For projects deemed ineligible due to the questions above, describe revisions necessary to make the project eligible and provide directly to the Applicant. The Applicant may appeal this decision to the Board of County Commissioners.

APPENDIX B. SAMPLE LICENSE AGREEMENT

LICENSE AGREEMENT

This Agreement entered into on this ___ day of _____, 2024, between Indian River County (County), _____ (Owner) and _____ (Contractor), (Owner and Contractor shall be collectively referred to as “Licensee”), who are hereby authorized to temporarily use the established beach access point at (insert.description) (“County Property”) for the limited purpose of locating certain heavy equipment onto the beach to perform emergency dune construction activities on the Owner’s property. The terms of this agreement are in accordance with the Board adopted policy “Private Use of County Property for Emergency/Non-Emergency Coastal Construction Access,” and the requirements of the policy are hereby incorporated by reference. Use of the County Property for this purpose is limited to between DATE to DATE between the hours of HOURS to HOURS (the “License Period”), and is subject to the following terms and conditions:

- 1) Licensee shall pay a County Property use fee of \$500/day or \$250/half day for the License Period.
- 2) Contractor shall operate all equipment, or cause all equipment to be operated, in a safe and prudent manner, adhering to all weight and traffic regulations (including but not limited to vehicle speed and engine breaking) on all roadways, and in accordance with any measures deemed necessary for public safety by County staff.
- 3) Contractor shall (a) keep the gates to the County Property securely locked at all times except when opened for the passage of Contractor’s equipment, (b) manage in a timely and efficient manner any traffic issues that arise as a result of the Licensee’s use of the County Property, and (c) prohibit any public vehicular or pedestrian use of the County Property during Licensee’s dune construction activities. Contractor shall post “Beach Closed” signs at the County Property entrance during Licensee’s construction activities.
- 4) Any sand needed to establish a “sand ramp” for equipment to access the beach, or to perform the dune construction activities, shall be provided and installed by Contractor. Material/sand used for a sand ramp shall be consistent with the Natural Resources Department Coastal Engineering Division’s “Indian River County – Beach Fill Specifications” which shall be provided to the Licensee with this License Agreement prior to execution. Any damage by Licensee to the County Property shall be repaired to the satisfaction of the County and at no cost to the County within a reasonable amount of time depending on the nature of the repair, but no later than 5 days after expiration of the license agreement, unless otherwise agreed upon by County. The agreed upon access route shall be inspected/videoed by County staff with the Licensee present, prior to the equipment mobilization to the identified County Property. Any sand placed to create the ‘ramp’ is not to be removed, but to remain in place at the County Property and to be smoothed out such as to create a natural dune slope (3:1 vertical to horizontal grade, unless otherwise specified or approved by the Coastal Division).
- 5) In order to prepare the site for equipment access, the Contractor may place: Clean sand – consistent with requirements for Natural Resources Department Coastal Engineering Division’s “Indian River County – Beach Fill Specifications”, OR composite or steel mats – subject to acceptance by the Coastal Division; however, any placed material must be

removed by the Contractor as part of Site Restoration, except for the sand used for the 'ramp'. If the Contractor employs mats that break up under service loads during construction, the Contractor shall (a) remove all pieces of the broken mats, and (b) replace the broken mats.

- 6) The Contractor shall restore any pavement striping, signage, vegetation (including dune vegetation), and County Property improvements that may have been damaged as a direct or indirect result of the construction activities to an equal or better condition upon completion of the work under this Agreement and demobilization of equipment, facilities, vehicles and crew from the County Property. These activities must be deemed complete and acceptable by County Staff prior to release of Licensee from Agreement requirements.
- 7) The County assumes no liability for loss of or damage to Contractor's equipment or personal property staged or stored at the County Property. Any such equipment or property shall be staged or stored at the sole risk of Contractor. All equipment shall be stored west of the vegetated dune line and shall be removed from the County Property prior to the expiration of the license period.
- 8) Contractor shall minimize construction impacts to residential communities in proximity to the worksite (i.e. work hours 7:30 AM to 5:30 PM, construction noise, equipment vibration, dump truck tailgate slamming, etc.).
- 9) Both Owner and Contractor, as Licensee, shall indemnify the County for any damage to County Property structures, roads, vegetation, or other County Property features resulting from the performance of the dune construction activities, or this Licensee Agreement. Any such damage shall be repaired to the satisfaction of the County, or Licensee shall pay the County the reasonable cost to repair any such damage as determined by the County. Licensee shall also indemnify and hold harmless the County, Commissioners, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused directly or indirectly by the negligence, recklessness, or intentional wrongful misconduct of the Licensee and persons employed or utilized by the Licensee in the performance of the dune and beach access repairs, or this License Agreement. Licensee's obligation to indemnify and hold harmless under this Agreement will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 10) Contractor shall post a \$10,000 construction bond with the County prior to starting the project, which shall be returned to Contractor upon satisfactory completion of the project and the restoration of County Property. If Licensee fails to complete the project or fully restore County Property, County shall be entitled to complete the project and restoration, which shall be funded from the bond proceeds. In the event the bond proceeds are not adequate, Licensee shall be fully responsible for the amount to finish the project and/or restore the County Property.

11) Contractor shall maintain, or cause to be maintained, during the License Period, the insurance policies and coverage limits set forth:

Insurance:

- **Contractor’s and Subcontractor’s Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor’s work is covered by the protections afforded by the insurance.
- **Worker’s Compensation Insurance:** The Contractor shall procure and maintain worker’s compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker’s compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The County shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

<p>Commercial General (Public) Liability, other than Automobile</p> <p>\$1,000,000.00 Combined single limit for Bodily Injury and Property Damage</p>	<p>Commercial General</p> <p>A. Premises/Operations</p> <p>B. Independent Contractors</p> <p>C. Products/Completed Operations</p> <p>D. Personal Injury</p> <p>E. Contractual Liability</p> <p>F. Explosion, Collapse, and Underground Property Damage</p>
<p>Automobile</p> <p>\$1,000,000.00 Combined single Bodily Injury and Damage Liability</p>	<p>A. Non-Owned Automobiles</p> <p>B. Hired Automobiles</p> <p>C. Owned Automobiles</p>

- **Proof of Insurance:** The Contractor shall furnish the County a certificate of insurance in a form acceptable to the County for the insurance required. Such certificate or an endorsement provided by the contractor must state that the County will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming County as Additional Name Insured must accompany the Certificate of Insurance. Insurance

certificates attached hereto and incorporated by reference as Composite Exhibit 'A'.

12) Licensee shall obtain all necessary local, state, and federal permits necessary for the dune construction activities and shall comply with all local, state, and federal laws, rules, regulations, policies, code and guidelines applicable to the project. Licensee shall perform its work in strict compliance with any permit issued for the project. If at any time Licensee does not adhere to the permit conditions or above conditions, the County may order the work to immediately cease until Licensee brings the project into compliance or it may immediately terminate the License Agreement. Licensee's permits and application for use of County Property by a private entity for coastal construction project access are attached hereto and incorporated by reference as Composite Exhibit 'A'.

13) Miscellaneous Provisions:

- a. Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the Contractor or employees or subcontractors of the Contractor are in no way to be considered employees of the County but are independent contractors performing solely under the terms of the Agreement and not otherwise.
- b. Merger; Modification. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Licensee and the County.
- c. Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.
- d. Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon

compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

- e. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- f. Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Contractor shall survive the termination or expiration of this Agreement.
- g. Notices: Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

Indian River County
Attn:
1801 27th Street
Vero Beach, FL 32960-3365

Contractor:

Owner:

Notices shall be effective when received at the address as specified above. Facsimile transmission is acceptable notice effective when received, provided, however, that facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

SIGNATURE PAGE FOLLOWS

LICENSEE

OWNER

NAME
TITLE

Date: _____

Witnessed by:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

CONTRACTOR

NAME
TITLE

Date: _____

Witnessed by:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

John A. Titkanich, Jr., County Administrator

Date: _____

Approved/Ratified by BOCC _____

ATTEST:

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

Approved as to Form and Legal Sufficiency:

County Attorney

Date: _____