

MEMORANDUM OF UNDERSTANDING
for
Coordination of Supplemental Beach Nourishment and Related Coastal Activities

THIS MEMORANDUM OF UNDERSTANDING for COORDINATION OF SUPPLEMENTAL DOWNDRIFT NOURISHMENT AND RELATED COASTAL ACTIVITIES ("Agreement") entered into effective this ___ day of _____ 2025 ("Effective Date") by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("County"); and Sebastian Inlet District ("District"), an independent special taxing district established by a Special Act of the Florida Legislature in 1919, to maintain the navigability of the Sebastian Inlet.

BACKGROUND RECITALS

A. The County and District entered into a Memorandum of Understanding (MOU) for Coordination of Supplemental Beach Nourishment and Related Coastal Activities on April 2, 2013 with an initial term of five (5) years, which was extended for an additional five (5) years, and administratively extended another one (1) year. The agreement has since expired and the Parties have mutually benefitted from participating in the Agreement and now desire to re-establish an updated MOU based upon current conditions.

B. The County maintains beach and dune systems along the approximately 22 miles of Indian River County Atlantic Ocean shoreline. The mission of the Indian River County Natural Resources Department is to identify areas of chronic beach erosion and areas of high potential storm damage and to propose appropriate projects to mitigate the threats. Coastal activities are guided by the County's Beach Preservation Plan and the County's Habitat Conservation Plan. Both plans are referenced in Chapter 9, Coastal Management Element of the 2030 County Comprehensive Plan adopted on October 12, 2010.

C. The District is authorized by, a Special Act of the Florida Legislature (Chapter 2003-373, Laws of Florida) to construct, improve, widen or deepen, and maintain the Sebastian Inlet. Pursuant to F.S. 161.042 the District is directed to place all beach compatible materials derived from dredging the Sebastian Inlet on the downdrift beaches of Indian River County.

D. The District's activities are guided by the Sebastian Inlet Management Plan (IMP) issued by the Florida Department of Environmental Protection (FDEP) originally certified in March 2000, Section 161.142, Florida Statutes and the most recent adopted IMP in November 2023. Per the agreed upon strategies identified in the 2023 IMP update, the District shall target, on an average annual basis, 75,000 cubic yards of sand bypassed to the downdrift beaches in Indian River County at reasonable placement intervals.

E. The County and the District desire to cooperate in connection with obtaining beach compatible materials from the dredging of the Sebastian Inlet sand trap and channel and trucked from upland mines, using such beach compatible materials to partially construct or

repair beach and/or dune projects, beach renourishment projects or address erosional hot spots along the County's beaches north of FDEP monument R-30, all on the terms and conditions set forth herein.

F. The District has constructed a Dredged Material Management Area (DMMA) for stockpiling both beach compatible sand and non-beach compatible sand material. The District and County desire to coordinate on the appropriate use of DMMA material in public works type projects with a corresponding public benefit.

G. The County and the District regularly collect data on the coastal system such as: hydrographic survey, geotechnical survey, biological monitoring, aerial photography, etc. The County and the District desire to share data for permitting purposes, management plan modification and analysis and understanding of the coastal system. Coordination between coastal engineering consultants will benefit both the County and the District.

H. Florida Statutes Chapter 163 known as the Florida Interlocal Cooperation Act of 1969, provides a method for governmental entities such as the County and the District to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities. Also, Florida Statute 189.4221 allows the District to purchase commodities and certain contractual services from purchasing agreements of the County which have been procured by a process that would have met the procurement requirements of the District. This arrangement also known as piggy-backing.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, and intending to be legally bound, the County and District agree as follows:

1. Background Recitals. The background recitals are true and correct and form a material part of this Agreement.

2. Coordination. Inlet sediment bypassing, supplemental downdrift nourishment, and related activities of the District shall be carried out in close cooperation with Indian River County and the Florida Department of Environmental Protection. All parties desire to mitigate downdrift erosion, promote public use and protect natural resources through their respective management plans. Accordingly, FDEP states, in some cases, beach nourishment projects adjacent to inlets have mitigated some or all of the inlet effects (FDEP, Annual Inlet Report, August 2024).

3. Sand Bypassing. District desires to transfer sand to the downdrift beaches. The primary placement location for material from the sand trap and alternate sources shall be on the downdrift beach, north of R-17 and within the permit approved Sector 1 and 2 project template. The timing and placement of supplemental material and inlet sand bypassing shall be coordinated with Indian River County to reduce the frequency of County beach nourishment placement in that region. A figure identifying the location of the sediment bypassing template (Sectors 1 & 2) is attached as Exhibit 1 and incorporated by reference herein.

4. Supplemental Nourishment. If there is not adequate volumetric capacity within the Sectors 1 and 2 construction fill template to meet the average annual target bypass volume, supplemental fill material should be placed by the District on the downdrift beach in areas determined by Indian River County from R-17 to R-30. Supplemental volumes will be identified through beach survey and agreement between the County and the District. A figure identifying the location of the Supplemental Fill template (R-17 – R-30) is attached as Exhibit 2 and incorporated by reference herein.

District and Indian River County Responsibilities: In order to maximize success of the Sand Bypassing and Supplemental Nourishment Plans, the District and Indian River County must cooperate closely, and any such placement should be guided by the Sebastian Inlet Management Plan and Indian River County's Beach Preservation Plan.

- County shall be responsible for: 1) identifying, designing, permitting, and constructing Beach Nourishment from R-17 to R-30; and 2) securing necessary releases and approvals from upland property owners.
- District shall be responsible for fill excavation, transportation and placement of beach compatible sand on downdrift beaches to meet the FDEP target bypassing objective.
- District shall be responsible for: 1) identifying, designing, permitting, and constructing Sand Bypassing locations north of R-17; and 2) securing necessary releases and approvals from upland property owners; and 3) coordinating with County supplemental fill placement projects from R-17 to R-30.
- District shall be responsible for any monitoring requirements that may be triggered solely by the placement of the District within the County's R17 through R-30 supplemental fill boundaries. District responsibility at post-placement monitoring shall end when a County initiated project triggers required monitoring.
- County and District shall continue to coordinate monitoring to maximize efficiency and minimize overall cost.

5. Bypass Credit. District and County agrees, in conformance with Background Recitals 3 and 4, bypassed quantities of sand dredged from the inlet system and/or trucked from upland sources and placed on the downdrift beaches by the District will be applied towards the Sebastian IMP bypass objective.

6. Beach Access. District agrees to coordinate beach projects with appropriate County departments. County agrees to authorize, at no expense, District and its Contractor use of Treasure Shores Beach Park for the limited purpose of delivering beach material and locating certain heavy equipment onto the beach to perform Inlet sediment bypassing and supplemental downdrift related activities. Ambersand Beach Park may also be closed, upon request by the District and concurrence by the County, for public safety related to District sand placement activities but shall not be utilized for locating certain heavy equipment onto the beach. District agrees to restore utilized beach access to their pre-use condition at no expense to County.

7. Monitoring. District agrees to assume all physical and biological monitoring associated with the approved Sectors 1 and 2 fill template as required by permits for purposes of measuring the potential impacts to sea turtles, shorebirds, and nearshore hard

bottom. The County agrees to share all historical monitoring data collected by the County for purposes of establishing baselines. In the event of a County sponsored beach renourishment project north of R-17, then the County, District and agencies will renegotiate the responsibilities of permit required monitoring.

8. Storm Loss Mitigation. District or County may undertake applications for storm loss mitigation for Sectors 1 and 2 required by state or federal agencies for impacts resulting from named storms and identified by disaster declarations. The District's or County's "engineered beach" template qualifies the project for such reimbursement programs. For renourishment events to offset storm loss, the County and District will coordinate and may give priority to any sand available in the District's sand trap and/or DMMA for potential beach or dune placement. If the County awards a contract for an offshore or upland sand source for restoring the beach, the District may have the option to fund a portion of the restoration as the local cost-share. Quantities of sand funded by the District will be applied towards the Sebastian IMP bypass objective. The County and the District will coordinate closely following emergency events to determine the most reasonable beach protection response.

9. 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: (1) Hand delivery to the other party; or (2) Delivery by commercial overnight courier service; or (3) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

Indian River County:

Indian River County Natural Resources Department
Attn: Natural Resources Director
1801 27th Street
Vero Beach, Florida 32960
Fax: (772) 778-9391

Sebastian Inlet District.

Attn: Executive Director
114 Sixth Avenue
Indialantic, Florida 32903
Fax: (321) 951-8182

Notices shall be effective when received at the address as specified above. 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.

10. Governing Law; Venue. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court,

and the Southern District of Florida for those claims justifiable in federal court. Because it is impossible to ascertain damages if either party should breach this agreement, the parties hereto are limited to bringing an action in the event of breach for specific performance.

11. Merger; Modification. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed by all parties. A party requesting an amendment to this Agreement must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective date of the amendment.

12. 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.

13. Captions; Construction. Captions in this Agreement are included for convenience only and are not to be considered in any construction or interpretation of this Agreement or any of its provisions. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

14. Sovereign Immunity. Each party to this Agreement is responsible for all injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. In addition, each party is subject to the provisions of Florida Statutes section 768.28 (2005).

15. No Waiver. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the right of either party thereafter to enforce the same. No waiver by either party of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same document.

17. Term. This Agreement shall commence on the Effective Date and shall remain in effect for a period of ten (10) years from the Effective Date of the Agreement, with one renewal option of five (5) years, for a potential total of fifteen (15) years. Either party may terminate this agreement upon ninety (90) days written notice to the other.

18. Recordation. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Indian River County and the Clerk of the Circuit Court for Brevard County.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the County has approved this Agreement at a duly noticed meeting held on _____, 2025 and the District has approved this Agreement at a duly noticed meeting held on _____, 2025.

ATTEST: Ryan L. Butler
Clerk of Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY

By: _____
Deputy Clerk

By: _____
Joseph E. Flescher, Chairman

BCC Approved: _____

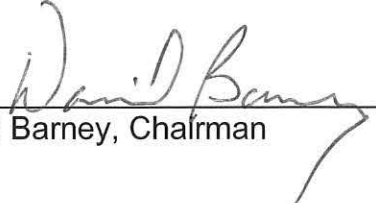
Approved as to form
and legal sufficiency

Approved:

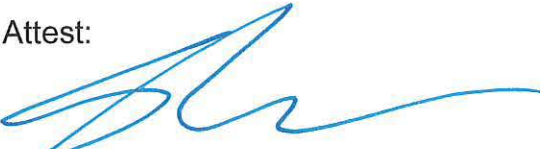
Jennifer W. Shuler
County Attorney

John A. Titkanich, Jr.
County Administrator

SEBASTIAN INLET DISTRICT
BOARD OF COMMISSIONERS

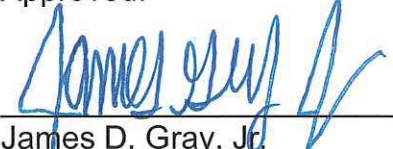
By: 
David Barney, Chairman

Attest:



Shawn L. Demers
District Legal Counsel

Approved:



James D. Gray, Jr.
Executive Director

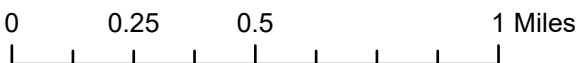
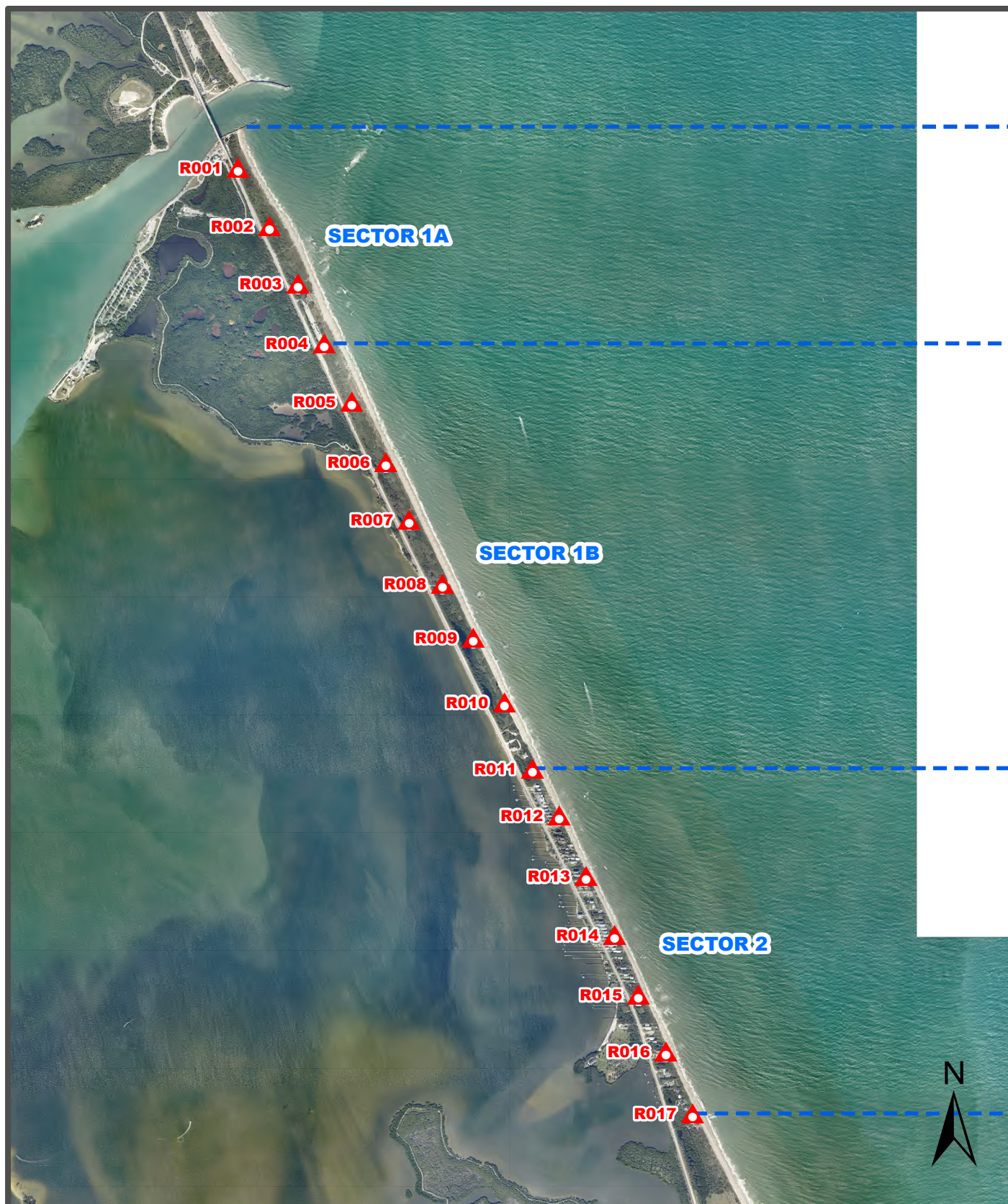


Exhibit 1- Sediment Bypassing Template
Sectors 1 & 2





Exhibit 2- Supplemental Fill Template
R-17 through R-30

