

**AGREEMENT FOR ACCESS AND SAND RENOURISHMENT
FOR THE SECTOR 4 BEACH AREA**

THIS Agreement For Access and Sand Renourishment for the Sector 4 Beach Area, ("Agreement") entered into this ____ day of _____, 2024 by and between INDIAN RIVER COUNTY a political subdivision of the State of Florida, ("County"), whose address is 1801 27th Street, Vero Beach, FL 32960, and the TOWN OF INDIAN RIVER SHORES of the State of Florida, ("Town"), whose address is 6001 Highway A1A, Indian River Shores, FL 32963.

WITNESSETH:

WHEREAS, hurricanes Ian and Nicole in 2022, together with other un-named storms that passed by the eastern coast of Florida caused significant beach erosion to Indian River County beaches; and

WHEREAS, one of the areas most affected by the erosion is Sector 4, a 2.9 mile stretch of beach, that runs from Johns Island subdivision to the north to the Mariner Village subdivision to the south; and

WHEREAS, the County has submitted plans and has been issued construction permits to renourish and replenish the sand to the beach and dune along the Sector 4 Hurricanes Ian and Nicole Dune Renourishment Project ("Project") and is anticipating the Project to begin in fall of 2024 and conclude in the spring of 2025; and

WHEREAS, in order to make the Project constructible, the County must find and use several beachfront locations for access to the Sector 4 beach within or near the boundaries of Sector 4; and

WHEREAS, the Town owns Beachcomber Lane and Right-of-Way, depicted on the aerial photo attached as Exhibit "A"; and

WHEREAS, Beachcomber Lane contains approximately 950 feet of paved roadway, approximately 70 feet of beach frontage, and 1 publicly accessible wooden dune crossover; and

WHEREAS, Beachcomber Lane is located within boundary of Sector 4; and

WHEREAS, the Project is designed and permitted to place beach compatible sand along the beach frontage of Beachcomber Lane, providing a barrier to upland infrastructure during tidal events; and

WHEREAS, Beachcomber Lane is included as permitted construction access by the Florida Department of Environmental Protection construction permit, along with two other permitted construction accesses located in and near the Project Area, Lot 1 of Sea Court and Turtle Trail Beach Access.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the County and Town agree as follows:

1. The above recitations are true and correct.
2. The Town will permit the County, its agents and contractors to come onto Beachcomber Lane for the purpose of access to the beach and the construction of the Sector 4 Hurricanes Ian and Nicole Dune Renourishment Project (Project).
3. The term of this Agreement shall begin on **October 15, 2024**, and end on **May 1, 2025**. However, the Project is dependent on review and acceptance of bids received along with funding availability. As such, the Project may be reduced or eliminated if deemed not feasible by the County. County shall have until October 14, 2024, to cancel this Agreement should the Project be deemed not feasible.
4. The Town shall permit the following types of activity ("Construction") on the Property to wit: storage of and access through Beachcomber Lane for heavy equipment such as trucks, graders, track hoes, bull dozers, pipes, sand and any other type of equipment needed to complete construction of the Project.
5. The County, its agents and contractors shall operate all equipment, or cause all equipment to be operated, in a safe and prudent manner, and in accordance with any measures deemed necessary for public safety by the Town.
6. The County its agents and contractors shall manage in a timely and efficient manner any traffic issues that arise as a result of County's use of Beachcomber Lane, and coordinate with the Town to prohibit any public use of the dune crossover during the Project.
7. The Town assumes no liability for loss of or damage to the equipment or personal property staged or stored within Beachcomber Lane. Any such equipment or property shall be staged or stored at the sole risk of the County, its agents and contractors.
8. The Park is located in a residential neighborhood. As such, the County, its agents and contractors shall minimize construction impacts to the adjacent residential community (i.e. work hours consistent with Town ordinance, construction noise, equipment vibration, etc.) to the greatest extent practical.
9. Construction activities shall be restricted to the hours between one hour prior to sunrise and one hour after sunset.
10. To the extent allowed by Florida law, the County agrees to indemnify the Town for any personal injury or damages on the Property resulting solely from Construction. The County's agents shall name the Town as an additional insured on all policies of insurance required under the Sector 4 Project and/or any contracts the agents may enter into with the County.

11. Following the expiration of this Agreement, the County may come onto the Property with prior notice to the Town for the limited purpose of inspecting, repairing or replacing the restoration done to Beachcomber Lane as described in Paragraph fourteen.
12. The County shall provide the Town with 20 (twenty) days' notice that it intends to come onto Beachcomber Lane for the purpose of Construction. The County, or its agents and contractors, shall be responsible for all Construction of the Project.
13. If requested, the County shall provide plans to the Town prior to the commencement of Construction.
14. The County shall photograph and/or video the condition of Beachcomber Lane prior to the commencement of the Project. At the conclusion of the Project and required by the construction permits the County shall return Beachcomber Lane to the same condition as it was at the beginning of the Project, to the Town's satisfaction, normal and natural wear and tear excepted.
15. The Construction of the project shall be in conformance with all applicable laws, rules and permits acquired by the County.
16. The County may terminate this agreement if in its sole opinion, the Construction or related activities cannot commence or be completed within construction permit conditions.
17. All notices and documents relating to this Agreement shall be provided as follows:

To The County:

Indian River County
 Attn: Natural Resources Director
 1801 27th Street
 Vero Beach, FL 32960

To The Town:

Town of Indian River Shores
 Attn: Town Manager
 6001 Highway A1A,
 Indian River Shores, FL 32963

14. The Agreement is conditioned on the approval of the Indian River County Board of County Commissioners and the Town Council of Indian River Shores.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties below.

**TOWN OF INDIAN RIVER SHORES
TOWN COUNCIL**
6001 Highway A1A, Indian River
Shores, FL 32963

**INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS**
1801 27th Street, Vero Beach, FL, 32963

Approved:



James Harpring, Town Manager

Dated: August 21, 2024

Susan Adams, Chairman
Board of County Commissioners

Approved by BCC _____

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

By: _____
Deputy Clerk

Approved:

John A. Titkanich Jr., County
Administrator

Approved as to Form
and Legal Sufficiency:

William K. DeBaal, County Attorney

EXHIBIT "A"

