# Sebastian Inlet District December 2020, Regular Commission Meeting Wednesday, 4:00 PM, December 9, 2020 Grant Community Center, 4580 1st Street, Grant, FL 32949

#### **AGENDA**

- I. Call to Order Chairman Lawton Seal
- II. Approval of Minutes Regular Commission Mtg.-November 18, 2020 PP 1-4
- III. Information and Discussion Agenda
  - A) Executive Director's Reports:
    - 1. Update on 2020/21 Sediment Bypassing Project PP 5-9
    - 2. Update on the Sebastian Inlet State Park Easements
    - 3. FDEP Grant 20IR1 Reimbursement PP 10
    - 4. Discussion of Consent Agenda
- IV. Park Matters Jennifer Roberts
- V. Legal Counsel Update Jack Kirschenbaum, Gray Robinson
- VI. Public Comment Period
- VII. Consent Agenda
  - A) Authorized Work for Commission Review:

None at this time

B) Recommended for Approval:

PP 11-22

 Approval of Master Services Agreement – Florida Institute of Technology, Inc. For Continuing Professional Inlet Management and Coastal Engineering Support Services

#### VIII. Commissioners Items

**Commissioner Mitchell** 

**Commissioner Frazier** 

**Commissioner Hendricks** 

Vice Chairman Rowland

Chairman Lawton Seal

- X. Unfinished Business
- XI. New Business
- XII. Adjournment

#### **Sebastian Inlet Tax District**

Wednesday, November 18, 2020 at 4:30 p.m. Regular Commission Meeting Sebastian Inlet State Park Fishing Museum Vero Beach, Florida

#### **Minutes**

Present at the meeting were Chairman Jenny Lawton Seal, Vice Chairman Michael Rowland, Commissioner Chris Hendricks, Commissioner Beth Mitchell and Commissioner Lisa Frazier. Also in attendance were: Executive Director James Gray, Contracts & Accounting Manager Dave Kershaw, SID Legal Counsel Jack Kirschenbaum, Quintin Bergman (Indian River County), William Ferrell (North Beach Civic Association), and Chris Warn (ESA).

#### Under Agenda Item I

Call to Order – Chairman Lawton Seal called the meeting to order at 4:30 p.m. and asked SID Legal Counsel Mr. Kirschenbaum to administer the Oaths of Office to Commissioners Lawton Seal, Mitchell and Rowland. Mr. Kershaw reported that the renewed surety bonds for each of these Commissioners have been purchased and recorded with the Brevard County Clerk of Courts. Upon the introduction of Item I.C (Election of Officers for 2019—2020) by Commissioner Lawton Seal, Commissioner Mitchell made a motion to nominate Commissioner Rowland for chairman. Commission Rowland declined the nomination. Commissioner Mitchell then made a motion to carry on with the same slate of current officers—Commission Lawton Seal as Chairman, Commissioner Rowland as Vice Chairman and Commissioner Hendricks as Secretary/Treasurer. The motion was seconded by Commissioner Frazier. There being no other nominations put forward, the motion carried 5-0.

#### Under Agenda Item II

Approval of the Minutes of the regular Commission meeting of October 14, 2020. Commissioner Frazier made a motion to approve the minutes. Commissioner Mitchell seconded the motion. The motion carried 5-0. Per the October minutes, Commissioner Frazier asked Mr. Kirschenbaum to clarify the location requirements for District meetings. Mr. Kirschenbaum reported that the inference from the Charter is that District meetings must be in each county and occur within the confines of the District. An email from Mr. Kirschenbaum related to the topic of meeting location will be forwarded to the Commissioners and made part of the November minutes.

#### Under Agenda Item III

Information and Discussion Agenda

- A. Media and Information Mr. Gray brought to Commission's attention the recent article in 32963 about the upcoming beach project.
- B. Executive Director's Reports
  - 1. Update on 2020/21 Sediment Bypassing Project
    - a) Beach Easements—Mr. Gray referenced a map of the easements that identified the latest easements received, easements declined and non-responses to the District's request. Mr. Gray reported that 70 easements have been recorded, three are pending in the recording process, and two more are expected to be received. This is equivalent to a 92 percent success rate. He noted that two homeowners have officially declined to provide easements and five homeowners have been unresponsive and the District will skip over them during the project.
    - b) Project Schedule—Mr. Gray reported that a permit required Notice to Proceed meeting with DEP on November 10, 2020. DEP issued a formal Notice to Proceed to the District the same

day. An on-site, pre-construction meeting was held on November 17 with all parties to discuss schedule, environmental protection plan, staging, pre/post construction surveys, site prep, and project means and methods. The contractor, Phillips & Jordan (P&J), will partially mobilize in the next two-to-three weeks by bringing in screening equipment, with truck hauling of material to begin by the second week of December. P&J plans to be idle for the Christmas holiday and resume hauling operations in January 2021. Mr. Gray reiterated the project is set for completion non later than April 1, 2021 and that he will continue to provide communications to the North Beach Civic Association and other relevant homeowners regarding the project start and status. Mr. Gray reported that District consultant Environmental Sciences Associates (ESA) is removing gopher tortoises (GT) from the DMMA. Ten were removed on Wednesday, November 18<sup>th</sup> and the process is planned for completion the following day allowing for mobilization by P&J. Commissioner Mitchell asked where the GTs were to be relocated and Mr. Gray reported that the mitigation area has not been identified yet. Commissioner Rowland asked if GTs have any natural predators. Mr. Gray then mentioned the Commission-approved plans to install better fencing around the DMMA to reduce the necessity for GT relocations.

2. Update on repairs to the Inlet Web cam

Mr. Gray reported that the conduit and cabling for the camera were damaged during Hurricane
Teddy. The camera system has now gone through a full retrofit and relocation, via Erdman
Video Systems, which is anticipated to add 15-20 years to cable/power supply. Both Mr. Gray

and Commissioner Rowland noted how important the web cam system is to the public.

- 3. Discussion of Consent Agenda
- a. Authorized work for Commission review
  - i. Work Order No. 2021-002-Loftus (Loftus Electric)

Web cam system repairs—authorized under Executive Director spending authority (\$4,700.00). Replaces cabling and power supply for the web cam system. Funding is budgeted under Account 5375-472 (North Jetty Maintenance and Repair).

ii. Work Order No. 2021-005-Erdman (Erdman Video Systems)

Purchase of a new spool of high-definition cabling—authorized under Executive Director spending authority (\$1,500.00). Replaces damaged cabling for web cam system. Funding is budgeted under Account 5375-472 (North Jetty Maintenance and Repair).

#### C. Public Outreach Activities

Mr. Gray reported that with reduced staffing levels, the District is doing the best it can to maintain its website and that he hopes to resume a "full" social outreach status in near future. In response to Commissioner Lawton Seal, Mr. Gray assured the Commissioners that he intends to restore the hyperlinks on the agenda for the January meeting.

#### Under Agenda Item IV

Park Matters - Jennifer Roberts, SISP Park Manager

Due to a conflict Ms. Roberts was unable to attend, but Mr. Gray reported on her behalf that she was pleased with both the north shore stabilization and dune repair projects. Mr. Gray noted that the dune project's special use permit application has been submitted.

#### Under Agenda Item V

Legal Counsel Update – Jack Kirschenbaum, Gray Robinson & District Legal Counsel

Mr. Kirschenbaum reported that Mr. Gray had done excellent job obtaining the easements laying a foundation for all future beach projects.

#### Under Agenda Item VI

**Public Comment Period** 

Chairman Lawton Seal opened the floor to public comment. District resident Willian Ferrell spoke and congratulated the District, especially Mr. Gray, for its work on obtaining the easements which will allow for extended dune repair and help property owners in the county. Commissioner Rowland asked Mr. Ferrell if he knew the motivation behind the remaining homeowners who are withholding their issuance of easements. Mr. Gray said that he has spoken with these parties and he believes they may be open to providing easements under future projects. Mr. Gray mentioned that homeowners that did not provide easements will be skipped during the upcoming dune project and easily accommodated with current construction means and methods with all the sand placed above mean high water.

#### Under Agenda Item VII-

Consent Agenda—Motion to approve the Consent Agenda made by Commissioner Mitchell. Seconded by Commissioner Rowland. **Motion carries 5-0.** 

#### Under Agenda Item VIII

Commissioner Items

Commissioner Mitchell – Commissioner Mitchell asked for a report on the state easements. Mr. Gray mentioned the state park easements process has slowed down because of staff turn over with the Consultant and he will provide a detailed report to the Commission at the December meeting. Commissioner Mitchell concluded here remarks by saying she has a renewed focus on "gratitude", that she appreciated the good work of Mr. Gray and staff and wished everyone a Happy Thanksgiving.

Commissioner Frazier Commissioner Frazier asked about the location of the December meeting. Mr. Gray said that, because the District's office is not suitable, there are several alternate locations that are under consideration. He will inform the Commissioners as soon as possible. Commissioner Frazier also offered to share the city of Sebastian's Integrated Pest Management plan for parks and public spaces with the District's consultants. Commissioner Frazier noted the excellent status of the dunes in Indialantic and Mr. Gray reported that the volume and density of the sand used in Brevard county is much greater.

Commissioner Hendricks – Commissioner Hendricks noted that he received a call from a constituent that apologized for giving the District a "hard time" with the easement request process. He wished everyone a "Happy Thanksgiving".

Commissioner Rowland – Commissioner Rowland thanked Commissioner Mitchell for honoring him with the Chairman nomination. He also shared the news of his daughter's graduation from veterinary school.

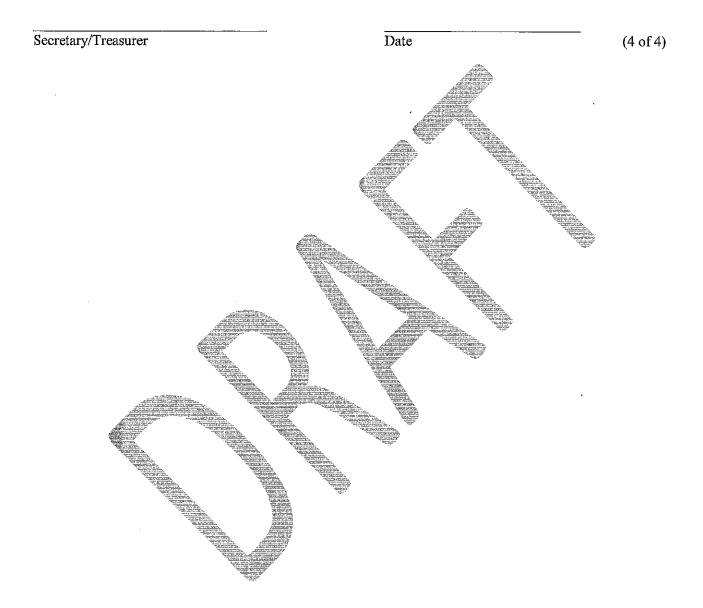
Chairman Lawton Seal – Commissioner Lawton Seal suggested the Grant Community Center for the December meeting.

#### Under Agenda Item IX

Unfinished Business – Nothing at this time.

#### Under Agenda Item X

New Business-Nothing at this time.



#### 2020/21 DMMA Sand Excavation and Beach Placement Project (initial Const.)



DMMA Pre-Construction Activities looking Northeast – 11-19-20



DMMA Pre-Construction Activities looking Southeast – 11-19-20





DMMA Gopher Tortoise excavation (14) total – 11-18-20 and 11-19-20

Gopher Tortoise Relocation Site: Triple S Ranch Phase I - Okeechobee County, FL

FWC Permit No. GTLR-20-00001



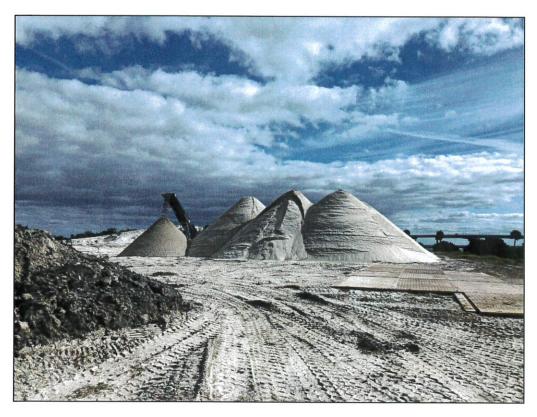
DMMA Settling Basin Excavation of non-beach compatible material 12-3-20



DMMA Settling non-beach compatible material staged for removal 12-3-20



DMMA Screening to remove dredged coquina rock nodules - 12-3-20



DMMA screened sand piles – 12-3-20



R-8 beach access preparation for project – 12-3-20



Location and flagging of property that declined easement (no fill) 12-3-20

NOV 3 0 2020

# STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES

REMITTANCE ADVICE

SITE

08

FLAIR ACCOUNT CODE 37-101000286-37350400-00-14012620

010 370000 DOCUMENT NUMBER D1000212943

OBJECT 7510

DATE 11/23/20 PAYMENT NO 0538898

PAYMENT AMOUNT 165,396.25

AGENCY DOCUMENT NO VF02496

SEBASTIAN INLET TAX DISTRICT SEBASTIAN INLET DISTRICT 114 SIXTH AVENUE INDIALANTIC FL 32903

PLEASE DIRECT QUESTIONS TO: (850) 245-2465, 08-CONTRACTS

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER

AMOUNT

165,396.25

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT
THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC



FLAIR ACCOUNT CODE

ADN

OBJECT DATE

7510 11/23/20

WARRANT NO 14-0538898-0

56-1544

OLO 370000 SITE 08

CONTACT (850) 245-2465 FOR PAYMENT QUESTIONS

VOID AFTER 12 MONTHS

STATE OF FLORIDA

DEPARTMENT OF FINANCIAL SERVICES

AMOUNT

ONE-HUNDRED-SIXTY-FIVE-THOUSAND-THREE-HUNDRED-NINETY-SIX & 25/100 DOLLARS

37-101000286-37350400-00-14012620 D1000212943 VF02496

\$\*\*\*165,396.25

EXPENSE WARRANT

PAY TO THE ORDER OF

SEBASTIAN INLET TAX DISTRICT SEBASTIAN INLET DISTRICT 114 SIXTH AVENUE

INDIALANTIC FL 32903

TO: DIVISION OF TREASURY TALLAHASSEE

JIMMY PATRONIS, CHIEF FINANCIAL OFFICER



# SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

TO:

Members of the Board

of Sebastian Inlet District Commissioners

FROM:

James D. Gray, Jr.

**Executive Director** 

SUBJECT:

Approval of Master Services Agreement – Florida Institute of

Technology, Inc. for Continuing Professional Inlet Management and

**Coastal Engineering Support Services** 

DATE:

December 4, 2020

#### **DESCRIPTION AND CONDITIONS**

In accordance with FS 287.057, the Sebastian Inlet District Commission has had a successive and long-term relationship with Florida Institute of Technology (Florida Tech) supporting the District's inlet management program. The current contact with Florida Tech expired on October 9, 2020.

Both the District and Florida Tech desire to continue working together and have negotiated a new "master" agreement for continuing professional inlet management and coastal engineering support services. The initial term of the agreement is for a period of five (5) years, with the option of an additional five-year renewal, unless terminated by mutual consent.

#### **FUNDING**

No funding is being requested at this time.

#### RECOMMENDATION

The recommendation of staff is for the Board to approve the negotiated "master" agreement with Florida Institute of Technology, Inc. and requests the Board authorize the Chairman to execute the agreement.

#### **ATTACHMENTS**

Florida Institute of Technology Agreement

#### APPROVED AGENDA ITEM FOR: DECEMBER 9, 2020

# The Sebastian Inlet District Commission

A multi-county independent special taxing district 114 Sixth Avenue, Indialantic, Florida 32903 (321)724-5175 / (321)951-8182 FAX



# MASTER PROFESSIONAL SERVICES AGREEMENT Continuing Professional Inlet Management and Coastal Engineering Support Services Florida Institute of Technology

THIS AGREEMENT made this **9**<sup>h</sup> **day of December 2020**, by and between the SEBASTIAN INLET DISTRICT, hereinafter referred to as "District" and FLORIDA INSTITUTE OF TECHNOLOGY, INC. hereinafter referred to as "Consultant".

WHEREAS, the District desires to engage a consultant who has special and unique competence and experience in providing services in the fields of inlet management and coastal engineering support services; and,

WHEREAS, the Consultant represents that it has such competence and experience in providing these professional services; and,

WHEREAS, the District in reliance on such representation has selected the Consultant in accordance with F.S. 287.055 and its procedures for selection of technical consultants; and,

WHEREAS, the District and the Consultant desire to reduce to writing their understanding and agreements on such professional services.

IT IS, THEREFORE, AGREED as follows:

1. Agreement: Consultant and the District understand and agree that this Agreement shall cover all of the services of Consultant which Consultant is providing the Sebastian Inlet District. This Agreement is not an exclusive agreement and the District may employ other consultants, professional or technical personnel to furnish services for the District as the District in its sole discretion finds is in the public interest.

 Employment of Consultant: The District hereby agrees that it may engage Consultant and Consultant hereby agrees to perform professional services for the District in accordance with this Agreement. The professional services which Consultant may perform pursuant to written Work Orders

a. Such services as the District shall assign in the fields of inlet management, monitoring the Sebastian Inlet, supporting long-term sand resources, maintaining the integrity of adjacent barrier island segments, maintaining circulation and wave models, and coastal engineering support.

b. Deliver an annual State of the Inlet Report.

and/or Notices To Proceed are as follows:

c. Perform topographical analysis of the north and south fillets.

d. Maintain Inlet data sets (GIS Database) and sediment budgets.

e. Perform and update morphologic and shoreline analyses.

f. Perform numerical modeling of inlet sand transport and morphology and adjacent beach/shoreface areas.

g. Provide wave, water level, water temperature and meteorological data daily and in quarterly updates and an annual report.

h. Credit Sebastian Inlet District Commission, where appropriate, when utilizing District sponsored project data.

3. <u>Work Orders</u>: Consultant and the District shall enter into written Work Orders which shall set out the scope of work, time schedule and compensation schedule for each work assignment. Consultant shall not commence work on any project until a Work Order is executed by the Commission or Executive Director and Consultant for such assignment followed by a Notice To Proceed. No change or amendment to any work order shall be binding if the change or amendment is not in writing agreed to by the District.

4. <u>Time</u>: Consultant shall commence work on the scope of work upon receipt of a written Notice

To Proceed from the Executive Director.

5. <u>Fees and Payments</u>: Fees for all Work Orders issued under this Agreement shall be negotiated on an annual basis, no later than August 31<sup>st</sup> of each year, between the District and the Consultant's Principal Investigator, with written approval from the Consultant's Executive Vice President.

For contracts exceeding Category 4 as defined in 287.071 F.S., the Consultant must execute a truth-in-

negotiation certificate stating the wage rates and other factual unit costs are accurate, complete and current

at the time of contracting. The Consultant agrees that the original negotiated fee shall be adjusted to exclude

any significant sums by which the District determines the contract fee was increased due to inaccurate,

incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be

made within six (6) months following the end of the Agreement. Sub-consultant markup: To remain

consistent with State cost-share agreements, the District limits consultant mark-up of sub-consultant

contracts to a five (5) percent maximum and approved consultant travel rates as set forth in Chapter 112

of the Florida Statues.

Consultant shall submit timely invoices for payment for the work covered by this Agreement. The

requests for payment shall be in the form and the manner required by the District. Consultant and the District

understand and agree that no work shall be compensated for under this Agreement unless such work is

covered by a written Work Order which is executed by Consultant and the District and contains a scope of

work, time schedule, and compensation/cost schedule.

6. Reimbursement of Costs: Consultant shall obtain approval from the Executive Director prior to

incurring any travel, lodging, meal and/or incidental expenses on behalf of the District. Travel expenses for

Consultant, when authorized, shall be paid in accordance with the U.S. General Services Administration—

Per Diem Rates for Florida (http://www.gsa.gov/portal/content/104877) and all other policy established by

the District's Board of Commissioners' Resolution No. 2005-1.

7. Term: This Agreement shall commence on December 9, 2020 and remain in full force and

effect for a period of five (5) years, with the option of additional five-year renewals, unless this Agreement is

terminated by mutual consent of the parties as otherwise provided herein. The District and the Consultant

acknowledge that the performance of specially and properly authorized projects may extend beyond the

Agreement's five (5) year effective term and shall be compensated in accordance with the Work Order for

JENNY LAWTON SEAL, Chairman; MICHAEL ROWLAND, Vice-Chairman; CHRIS HENDRICKS, Secretary/Treasurer; LISA FRAZIER, Commissioner; BETH MITCHELL, Commissioner; each project. A Work Order may establish a shorter period for furnishing services, but ordinarily no services under a Work Order shall be furnished beyond the term of this Agreement.

8. <u>Termination/Modification of Agreement</u>: The District may terminate this Agreement for any reason upon thirty (30) days written notice. The Consultant may terminate this Agreement for any reason upon thirty (30) days written notice, provided that any outstanding approved Work Orders are completed by the Consultant. Termination of the Agreement does not automatically terminate any active Work Orders. Work Orders that have been issued but not started can be terminated at the sole discretion of the District.

In the event of termination by the District, the District's sole obligation to the Consultant shall be payment for those portions of satisfactorily completed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the Consultant and any non-cancelable obligations "non-cancelable obligations are limited to debt for equipment acquired by Consultant which was necessary to perform this agreement which has previously be approved by District", or the percentage of work completed as estimated by the Consultant and agreed upon by the District up to the time of termination. In the event of such termination, the District may, without penalty or other obligation to the Consultant, elect to employ other persons to perform the same or similar services.

The terms of this Agreement may be modified upon the mutual agreement of the Consultant and the District as confirmed in writing.

In the event that the Consultant merges with another company, becomes a subsidiary or makes other substantial change in structure, principle or project managers, the District reserves the right to terminate this Agreement subject to the terms prescribed above.

9. <u>Covenant Against Contingent Fees</u>: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission,

percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this paragraph, the District shall have the right to terminate the Agreement without liability and, at its discretion, deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- 10. Work Products: The District or its assigns shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, programs or other material prepared under this Agreement. Consultant may publish reports, data or other material resulting from work with the District. Consultant may retain its original notes, working documents, design calculations and computations, provided the District shall be entitled to a copy of such materials on request. All final writings, maps, charts, reports, computer program out-puts, and base maps prepared under this Agreement shall become the property of the District after final payment. District hereby grants the Consultant a non-exclusive, royalty-free, irrevocable, worldwide license to all final writings, maps, charts, reports, computer program out-puts, and base maps for any purpose, except consultant shall not knowingly give to, sell to or convey to any person the aforesaid items or in any way allow or authorize any person to use the foresaid items for any purpose in opposition to or in any conflict with the District. However, nothing contained herein is intended to limit the application of the Florida Public Records Law (Chapter 119, Florida Statutes).
- 11. Personnel: Consultant represents that it will secure at its own expense all personnel required for services which are necessary under this Agreement. All services under this Agreement shall be performed by Consultant and all persons engaged in work under the Agreement shall be qualified to perform such services and authorized under State and local laws to perform such services. Consultant agrees that Dr. Gary Zarillo is the principal investigator. If for any reason Dr. Zarillo cannot or will not be able to perform his duties under this Agreement, or terminates his employment with Consultant,

  Consultant shall notify the District within thirty (30) days of learning of such event and nominate a successor (with compatible scientific and professional qualifications) reasonably acceptable to the District. If the

District approves of the nominated successor, the Parties shall continue to operate under the terms and conditions of this Agreement. If Consultant fails to nominate a successor within thirty (30) days after Dr. Zarillo ceases to provide services under this Agreement or the District does not approve the nominated successor, the District may terminate this Agreement. Personnel who perform services under this Agreement shall not be employees of the District. In addition, Consultant must confirm employee eligibility via the federal E-Verify system (https://www.e-verify.gov).

12. Responsibility of Consultant: Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished directly or indirectly by Consultant under this Agreement.

Consultant shall, in a timely manner and without additional compensation, correct or revise any errors or deficiencies in its drawings, specifications, reports and other services.

Approval by the District of drawings, specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. The District's review, approval, acceptance of or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The rights and remedies of the District provided for under this Agreement are in addition to any other rights and remedies provided by law.

Consultant makes no representations, extends no warranties, either express or implied, as to any matter relating to this agreement, including the performance or results of the project; the availability of legal protection for research results, inventions, or any other work product of the project; or the validity or enforceability of any intellectual property protection that may be obtained pursuant to this agreement.

Consultant provides no express or implied warranties of merchantability or fitness for a particular purpose for any research results or intellectual property rights. Consultant makes no assurances that the use of research results or intellectual property rights will not infringe any patent rights or other proprietary rights

of a third party. However, the consultant will indemnity the District against any claims made by a third party, pursuant to Section 23.

13. <u>Subcontracts and Assignability</u>: Consultant shall not assign any interest in the Work Orders

or this Agreement and shall not transfer any interest in the same without the prior written consent of the

District. Any subcontracts or outside associates or consultants required by Consultant in connection with

services covered by this Agreement or any Work Orders must have the prior written approval of the

Executive Director.

14. <u>Insurance</u>: Consultant shall maintain during the term of this Agreement General Liability,

Automobile Liability, Professional Liability and Workers' Compensation insurance for itself and its

employees in the following amounts:

**General Liability** 

Each Occurrence \$500,000

Fire Damage-any one fire \$50,000

Medical Expenses-any one person \$5,000

Personal and Advertising Injury \$500,000

General Aggregate \$500,000

Combined Single Limit \$500,000

Automobile Liability - Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

Each accident \$100,000

Each Disease – Each employee \$100,000

Each disease - policy limit \$500,000

**Professional Liability Insurance** 

\$1,000,000 per occurrence

\$2,000,000 aggregate combined single limit

\$5,000 maximum deductible per claim

The policy shall cover the consultant, all employees, and/or volunteers, and all independent contractors.

subcontractors and professional contractual persons hired or retained by Consultant. Consultant shall

provide copies of its certificates of insurance, upon request of the District, evidencing such coverage to the

Executive Director.

15. <u>Conflict of Interest</u>: The District recognizes that Consultant serves other clients whose interests may, on occasion, conflict with the interests of the District. Accordingly, the Consultant shall not, during the term of this Agreement, accept any Work Orders under this Agreement which in good faith the Consultant believes would create a conflict of interest or the appearance of a conflict of interest between the District and the Consultant's other clients. The Consultant shall notify the District in writing within ten (10) days of receipt of a Work Order if it believes such a conflict exists.

During the term of this Agreement and for six (6) months thereafter, the Consultant's employees working under this Agreement shall not accept any work where the Consultant would be retained as, or voluntarily agree to testify, as an expert witness against the District in any litigation or administrative proceeding, related to the work conducted under this Agreement. Any such retention shall be considered a conflict of interest. If, however, Consultant's employee working under this Agreement, is subpoenaed to testify, it shall not be considered a voluntary act and shall not violate this prohibition.

- 16. <u>Interest of Members of District and Others</u>: No officers, members or employees of the District and no members of its governing body, and no other public official of the governing body of the locality or localities in which services are situated or carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 17. <u>Interest of Contractor</u>: Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant shall provide to the District a financial conflict of interest report regarding an employee's significant financial interest found by the Consultant to be conflicting.
- 18. <u>Compliance with the Law</u>: Consultant expressly agrees to comply with all applicable federal, state and local laws, rules and regulations in providing services to the District. The Consultant acknowledges 

  JENNY LAWTON SEAL, Chairman; MICHAEL ROWLAND, Vice-Chairman;

that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The failure of Consultant to adhere to any law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

- 19. <u>Document and File Retention:</u> Pursuant to Florida's Public Records Act, Chapter 119, F.S., including specifically section 119.0701(2), the District requires consultants to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by a public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that a public agency would provide records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 321-724-5175, <a href="https://doi.org/doi

- 20. <u>Waiver</u>: The waiver by the District of any of Consultant's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of Consultant under this Agreement.
  - 21. <u>Public Entity</u>: Prior to the execution of this Agreement, Consultant shall file a sworn

statement with the District on a form furnished by the District stating whether a person or affiliate as defined in Section 287.133 (1), Florida Statutes, has been convicted of a public entity crime subsequent to July 1, 1989, in accordance with the provisions of Section 287.133 of the Florida Statutes.

- 22. Releases: Upon the satisfactory completion of any work performed under a Work Order and prior to final payment under such Work Order for the work, or prior to settlement upon termination of this Agreement and as a condition precedent thereto, Consultant shall execute and deliver to the District a release of all claims against the District arising under or by virtue of the Work Order.
- 23. <u>Indemnification</u>: Consultant shall indemnify and save the District harmless from any and all claims, liability, losses and causes of actions arising solely out of any negligent act, error or omission of Consultant related to the performance of Consultant's professional services under this Agreement.

  Consultant's liability amount shall be limited to the \$500,000.00 limits of its general liability insurance. Indemnification shall include reasonable attorney's fees in the initial litigation and appeals which shall survive this Agreement
- Agreement. The District levies taxes and appropriates money on an annual basis. If the District determines there is a reduction in funding from its sources of revenues or funds, the District may furnish Consultant thirty (30) days written notice and cancel this Agreement or any of its outstanding Work Orders. Consultant, on receipt of such notice, shall be entitled to compensation for its work and costs incurred prior to the date of the cancellation.
- Dispute Resolution: If any dispute arises as a result of this Master Professional Services

  Agreement, or any Work Order or amendment or change to a Work Order, prior to filing suit, the parties shall conduct a mediation in order to resolve the dispute. The parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging the highest appropriate administrative officials of each party who shall negotiate in good faith to seek a cooperative resolution. If the dispute cannot be resolved, the parties shall select a mediator and the parties shall

equally divide the cost of the mediation and it shall occur within 30 days of the dispute arising. If the dispute is not resolved by mediation, any party may file suit against the other party, however, suit must be filed in Brevard County, Florida. Consultant services shall continue as to any Work Order not subject to dispute. SEBASTIAN INLET DISTRICT Approved As To Form Jenny Lawton Seal, Chairman Jack A. Kirschenbaum, Esq. Date: \_\_\_\_\_ Date: \_\_\_\_\_ Attest: \_\_\_\_\_ Date: James Gray, Jr., Executive Director FLORIDA INSTITUTE OF TECHNOLOGY, INC. Marco Carvalho, PhD, Executive Vice President and Provost Attest: Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

# Sebastian Inlet District Balance Sheet

As of November 30, 2020

	Nov 30, 20
ASSETS	
Current Assets	
Checking/Savings	
1010100 · Petty Cash	100.00
1010200 · Main Operating Acct -PNC B	5,035,070.71
1510300 · CD Investments	
CD-7241 (PNC)	1,054,130.99
CD-7240 (PNC)	1,049,982.29
CD-7507 (PNC)	2,000,679.53
CD-7466 (PNC)	1,053,102.64
CD-6750 (PNC)	3,175,613.39
Total 1510300 · CD Investments	8,333,508.84
Total Checking/Savings	13,368,679.55
Total Current Assets	13,368,679.55
TOTAL ASSETS	13,368,679.55
LIABILITIES & EQUITY Liabilities Current Liabilities	
Accounts Payable	14,200.60
Other Current Liabilities	-1,569.75
Total Current Liabilities	12,630.85
Total Liabilities	12,630.85
Equity 2701000 · Assigned	11,211,593.00
2700000 · Unassigned	2,068,040.57
Net Income	76,415.13
Total Equity	13,356,048.70
TOTAL LIABILITIES & EQUITY	13,368,679.55

Accrual Basis

# Sebastian Inlet District Balance Sheet Prev Year Comparison

As of November 30, 2020

	Nov 30, 20	Nov 30, 19	\$ Change	% Change
ASSETS			- Vollange	
Current Assets				
Checking/Savings				
1010100 · Petty Cash	100.00	100.00	0.00	0.0%
1010200 · Main Operating Acct -PNC Bank	5.035.070.71	6,389,436.99	-1,354,366.28	-21.2%
1510300 · CD Investments	.,,	3,000, .00.00	1,00 1,000.20	21.270
CD-7241 (PNC)	1,054,130.99	0.00	1,054,130.99	100.0%
CD-7240 (PNC)	1,049,982.29	0.00	1,049,982.29	100.0%
CD-7507 (PNC)	2,000,679.53	0.00	2,000,679.53	100.0%
CD-7466 (PNC)	1,053,102.64	0.00	1,053,102.64	100.0%
CD-6750 (PNC)	3,175,613.39	0.00	3,175,613.39	100.0%
CD-5801 (PNC) CD-5478 (PNC)	0.00	1,039,834.81	-1,039,834.81	-100.0%
CD-3065 (PNC)	0.00 0.00	1,040,016.96 1,042,132.12	-1,040,016.96 -1,042,132.12	-100.0%
CD-9644 (PNC)	0.00	3,129,706.58	-3,129,706.58	-100.0% -100.0%
Total 1510300 · CD Investments	8,333,508.84	6,251,690.47	2,081,818.37	33.3%
Total Checking/Savings	13,368,679.55	12,641,227.46	727,452.09	5.8%
Other Current Assets				
1610100 · Prepaid expense	0.00	425.00	-425.00	-100.0%
Total Other Current Assets	0.00	425.00	-425.00	-100.0%
Total Current Assets	13,368,679.55	12,641,652.46	727,027.09	5.8%
TOTAL ASSETS	13,368,679.55	12,641,652.46	727,027.09	5.8%
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 2020000 · Accounts Payable	14.200.60	1.070.20	13,130.40	1.226.9%
Total Accounts Payable	14,200.60	1,070.20	13,130.40	1,226.9%
Other Current Liabilities		534 (************************************	With the special process of the contract of th	1,==010 /0
2110 · Direct Deposit Liabilities	-1,325.25	-1,325.25	0.00	0.0%
2100000 · Payroll Liabilities	-244.50	0.00	-244.50	-100.0%
Total Other Current Liabilities	511175 75 866119	·	1	
	-1,569.75	-1,325.25	-244.50	-18.5%
Total Current Liabilities	12,630.85	-255.05	12,885.90	5,052.3%
Total Liabilities	12,630.85	-255.05	12,885.90	5,052.3%
Equity 2701000 · Assigned	11,211,593.00	11,211,593.00	0.00	0.0%
2700000 · Unassigned Net Income	2,068,040.57 76,415.13	701,097.60 729,216.91	1,366,942.97 -652,801.78	195.0% -89.5%
Total Equity	13,356,048.70	12,641,907.51	714,141.19	5.7%
TOTAL LIABILITIES & EQUITY	13,368,679.55	12,641,652.46	727,027.09	5.8%

# Sebastian Inlet District Variance Report\_Rev. & Exp. FY Budget vs. Actual

October through November 2020

	Oct - Nov 20	Budget \$ Over Budget		% of Budge	et
Income					
3000000 · Revenues 3110100 · Ad Valorem Tax-Brevard Cty 3110200 · Ad Valorem Tax-Indian River Cty	292,305.38 130,996.76	1,839,543.00 425,203.00	-1,547,237.62 -294,206.24	15.9% 30.8%	
Total 3000000 · Revenues	423,302.14	2,264,746.00	-1,841,443.86		18.7%
3340000 · Contracted State Funds	0.00	0.00	0.00		0.0%
3610000 · Other Revenue 3610100 · Miscellaneous Revenue 3610200 · Interest Revenue	0.00 8,589.55	0.00 18,000.00	0.00 -9,410.45	0.0% 47.7%	
Total 3610000 · Other Revenue	8,589.55	18,000.00	-9,410.45		47.7%
Total Income	431,891.69	2,282,746.00	-1,850,854.31		18.9%
Expense					
5110000 · Commission 5110210 · Commissioners Payroll Taxes 5110110 · Commissioners Compensation 5110410 · Travel Out Of District/Conferen 5110450 · Commissioners Bonds 5110490 · Other Commissioners Expense/FRS Total 5110000 · Commission	114.75 3,000.00 0.00 1,050.00 1,520.40	1,500.00 18,000.00 2,500.00 1,250.00 9,000.00	-1,385.25 -15,000.00 -2,500.00 -200.00 -7,479.60	7.7% 16.7% 0.0% 84.0% 16.9%	
	5,685.15	32,250.00	-26,564.85		17.6%
5130000 · Financial and Administrative 5130120 · Salaries-Administrative 5130121 · Salary-Support Staff 5130120 · Retirement Contribution/FRS 5130210 · Taxes-Payroll 5130240 · Workers' Compensation 5130250 · Employee Insurance 5130320 · Accounting Audit 5130321 · Accounting General 5130400 · Employee Travel In Dist. 5130401 · Employee Travel Out of Dist. 5130402 · Technical Conferences 5130410 · Telephone 5130410 · Telephone 5130411 · Other Communications 5130430 · Utilities 5130440 · Rent of Office Space 5130441 · Copier/Fax Machine Lease 5130450 · Insurance-General Liability 5130460 · Equipment Maintenance 5130470 · Printing 5130491 · TRIM Compliance 5130510 · Office Supplies 5130511 · Postage 5130512 · Other Supplies 5130513 · Bank Fees and Charges 5130520 · Data Processing/IT Tech Support 5130540 · Publications 5130541 · Special Meeting Expenses 5130542 · Association Dues 5130543 · General Administrative Expense 5130550 · Office Equip/ IT Backup Server	20,899.40 20,991.12 8,689.45 3,209.66 215.00 9,305.80 14,000.00 127.50 0.00 0.00 518.48 0.00 322.75 4,425.00 812.82 3,109.50 0.00 0.00 0.00 490.02 179.52 879.17 980.42 1,004.88 58.90 0.00 5,175.00 155.01 0.00 506.00	120,000.00 154,000.00 57,000.00 22,000.00 2,000.00 45,600.00 2,000.00 4,500.00 4,000.00 4,000.00 1,500.00 2,500.00 12,000.00 12,000.00 5500.00 7,500.00 1,500.00 1,500.00 1,500.00 7,500.00 1,000.00 1,000.00	-99,100.60 -133,008.88 -48,310.55 -18,790.34 -1,785.00 -36,294.20 -10,200.00 -1,872.50 -4,500.00 -4,000.00 -4,000.00 -3,481.52 -1,500.00 -2,177.25 -13,575.00 -2,687.18 -8,890.50 -500.00 -7,500.00 -7,500.00 -1,509.98 -1,320.48 -3,370.83 -5,519.58 -6,495.12 -441.10 -500.00 -1,825.00 -2,344.99 -1,000.00 -3,494.00	17.4% 13.6% 15.2% 14.6% 10.8% 20.4% 57.9% 6.4% 0.0% 0.0% 13.0% 0.0% 24.5% 22.9% 0.0% 24.5% 12.0% 20.7% 15.1% 13.4% 11.8% 0.0% 73.9% 6.2% 0.0%	
Total 5130000 · Financial and Administrative	96,055.40	526,350.00	-430,294.60	12.7%	18.2%
5140000 · Legal Counsel 5140310 · Attorney-Administrative 5140311 · Attorney-Project Related 5140312 · Legal/Legis./Exec. 5140313 · Attorney / Litigation 5140314 · Attorney / Special 5140490 · Legal Advertising	7,975.00 0.00 0.00 0.00 7,315.00 141.00	35,000.00 5,000.00 50,000.00 25,000.00 5,000.00 3,000.00	-27,025.00 -5,000.00 -50,000.00 -25,000.00 2,315.00 -2,859.00	22.8% 0.0% 0.0% 0.0% 146.3% 4.7%	
Total 5140000 · Legal Counsel	15,431.00	123,000.00	-107,569.00		12.5%
5190000 · Governmental & Tax Related Fees 5190310 · Appraiser Fees-Brevard Cty 5190311 · Appraiser Fees-Indian River Cty 5190312 · District Representation 5190313 · Legisl. Research/Clipping Serv. 5190491 · Tax Fees-Brevard Cty 5190492 · Tax Fees-Indian River Cty 5190493 · Discounts-Brevard Cty	5,997.57 1,472.62 0.00 19.98 5,885.90 2,659.74 0.00	30,000.00 10,000.00 15,000.00 2,500.00 55,000.00 15,000.00	-24,002.43 -8,527.38 -15,000.00 -2,480.02 -49,114.10 -12,340.26 0.00	20.0% 14.7% 0.0% 0.8% 10.7% 17.7% 0.0%	

# Sebastian Inlet District Variance Report\_Rev. & Exp. FY Budget vs. Actual

October through November 2020

	Oct - Nov 20	Budget	\$ Over Budget	% of Budge	t
5190494 · Discounts-Indian River Cty 5190495 · Refunds-Brevard Cty 5190496 · Refunds-Indian River Cty 5190497 · Elections / Commissioners	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.0% 0.0% 0.0% 0.0%	
Total 5190000 · Governmental & Tax Related F	16,035.81	127,500.00	-111,464.19		12.6%
5370000 · Staff Engineer / Engineering 5370160 · Data Management and Inventory 5370340 · Physical Model 5370345 · Wave and Weather Station	0.00 0.00 63,012.86	6,500.00 0.00 185,000.00	-6,500.00 0.00 -121,987.14	0.0% 0.0% 34.1%	
Total 5370000 · Staff Engineer / Engineering	63,012.86	191,500.00	-128,487.14		32.9%
5371000 · Sand Transfer System/Adv. Study 5371326 · DMMA & Maintenance 5371314 · Non-Engineering Prof. Fees 5371318 · Aerial Photography 5371470 · Permit Rel. Costs Federal 5371471 · IMP/State of Inlet Report 5371473 · Engineering / Design	0.00 1,850.00 0.00 0.00 33,300.00 396.00	150,000.00 5,000.00 25,000.00 25,000.00 126,000.00 100,000.00	-150,000.00 -3,150.00 -25,000.00 -25,000.00 -92,700.00 -99,604.00	0.0% 37.0% 0.0% 0.0% 26.4% 0.4%	
Total 5371000 · Sand Transfer System/Adv. St	35,546.00	431,000.00	-395,454.00		8.2%
5372000 · Sand Trap Dredging 5372311 · Construction-Local Share 5372470 · Permit Related Costs/Monitoring	24,750.00 20,400.83	7,916,246.00 320,000.00	-7,891,496.00 -299,599.17	0.3% 6.4%	
Total 5372000 · Sand Trap Dredging	45,150.83	8,236,246.00	-8,191,095.17		0.5%
5373000 · Maint. of Channel/Channel Exten 5373317 · Signage / Markers 5373315 · Channel Dredging-SISP Boat Ramp 5373314 · Mitigation Monitoring 5373309 · Summer Hydrographics 5373310 · Winter Hydrographics 5373461 · Channel Marker Maintenance	0.00 0.00 0.00 0.00 69,000.00 0.00	25,000.00 25,000.00 25,000.00 100,000.00 100,000.00 35,000.00	-25,000.00 -25,000.00 -25,000.00 -31,000.00 -100,000.00 -35,000.00	0.0% 0.0% 0.0% 69.0% 0.0% 0.0%	
Total 5373000 · Maint. of Channel/Channel Ext	69,000.00	310,000.00	-241,000.00		22.3%
5374000 · Ebb Shoal / Offshore Projects 5374312 · Thomas Shoal Characterization 5374310 · Ebb Shoal Characterization	0.00 0.00	20,000.00 20,000.00	-20,000.00 -20,000.00	0.0% 0.0%	
Total 5374000 · Ebb Shoal / Offshore Projects	0.00	40,000.00	-40,000.00		0.0%
5375000 · Construction Programs 5375476 · North Shoreline Stabilization 5375475 · South Shoreline Repair 5375474 · Marina Channel Dredge-SISP 5375461 · North Jetty Lights 5375462 · Storm Management 5375472 · North Jetty Maint. and Repair	0.00 0.00 0.00 0.00 2,671.50 4,700.00	325,000.00 500,000.00 20,000.00 5,000.00 300,000.00 50,000.00	-325,000.00 -500,000.00 -20,000.00 -5,000.00 -297,328.50 -45,300.00	0.0% 0.0% 0.0% 0.0% 0.9% 9.4%	
Total 5375000 · Construction Programs	7,371.50	1,200,000.00	-1,192,628.50		0.6%
5376000 · Natural Resource Programs 5376309 · Marine Services 5376308 · Safety Management 5376307 · Web Site Enhancement(Web Cam) 5376306 · Public Awareness and Education 5376310 · Surveying Services-(Economic) 5376312 · Aerial Photography / Annual 5376318 · Coconut Point Stabilization 5376470 · Permitting Req./Compl. Rep'ting	634.00 0.00 100.00 203.01 0.00 0.00 0.00	15,000.00 50,000.00 12,400.00 40,000.00 125,000.00 20,000.00 150,000.00 3,000.00	-14,366.00 -50,000.00 -12,300.00 -39,796.99 -125,000.00 -20,000.00 -150,000.00	4.2% 0.0% 0.8% 0.5% 0.0% 0.0% 0.0%	
Total 5376000 · Natural Resource Programs	937.01	415,400.00	-414,462.99		0.2%
5377000 · Other Planned Projects 5377340 · Contract Labor 5377464 · Retilling of South Beach	0.00 0.00	5,000.00 7,000.00	-5,000.00 -7,000.00	0.0% 0.0%	
Total 5377000 · Other Planned Projects	0.00	12,000.00	-12,000.00	Marie Processory II	0.0%
5378000 · Professional/Contract/Service 5378310 · Eng./Surveying Consulting 5378640 · Project Related Equipment	0.00 0.00	15,000.00 7,500.00	-15,000.00 -7,500.00	0.0% 0.0%	
Total 5378000 · Professional/Contract/Service	0.00	22,500.00	-22,500.00		0.0%
6000000 · Capital Outlay	1,251.00				

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Accrual Basis

# Sebastian Inlet District Variance Report\_Rev. & Exp. FY Budget vs. Actual

October through November 2020

	Oct - Nov 20	Oct - Nov 20 Budget		% of Budget	
Total Expense	355,476.56	11,667,746.00	-11,312,269.44	3.0%	
Net Income	76,415.13	-9,385,000.00	9,461,415.13	-0.8%	

**Accrual Basis** 

## **Sebastian Inlet District** Revenue & Expense November 2020

	Nov 20
Income 3000000 · Revenues 3110100 · Ad Valorem Tax-Brevard Cty 3110200 · Ad Valorem Tax-Indian River Cty	292,305.38 130,996.76
Total 3000000 · Revenues	423,302.14
3610000 · Other Revenue 3610200 · Interest Revenue	4,412.01
Total 3610000 · Other Revenue	4,412.01
Total Income	427,714.15
Expense 5110000 · Commission 5110110 · Commissioners Compensation 5110450 · Commissioners Bonds 5110490 · Other Commissioners Expense/F	1,500.00 30.00 782.70
Total 5110000 · Commission	2,312.70
5130000 · Financial and Administrative 5130120 · Salaries-Administrative 5130121 · Salary-Support Staff 5130150 · Retirement Contribution/FRS 5130210 · Taxes-Payroll 5130250 · Employee Insurance 5130320 · Accounting Audit 5130321 · Accounting General 5130410 · Telephone 5130440 · Rent of Office Space 5130441 · Copier/Fax Machine Lease 5130510 · Office Supplies 5130511 · Postage 5130512 · Other Supplies 5130513 · Bank Fees and Charges 5130520 · Data Processing/IT Tech Support 5130540 · Publications 5130543 · General Administrative Expense 5130550 · Office Equip/ IT Backup Server  Total 5130000 · Financial and Administrative	10,928.26 8,222.38 4,053.03 1,530.40 3,101.93 5,000.00 127.50 217.99 136.92 1,475.00 350.89 3.28 15.40 304.74 495.48 525.37 58.90 95.01 253.00 36,895.48
5140314 · Attorney / Special 5140490 · Legal Advertising	6,715.00 141.00
Total 5140000 · Legal Counsel	14,831.00
5190000 · Governmental & Tax Related Fees 5190313 · Legisl. Research/Clipping Serv. 5190491 · Tax Fees-Brevard Cty 5190492 · Tax Fees-Indian River Cty	9.99 5,885.90 2,659.74
Total 5190000 · Governmental & Tax Related	8,555.63
5370000 · Staff Engineer / Engineering 5370345 · Wave and Weather Station	27,640.00
Total 5370000 · Staff Engineer / Engineering	27,640.00
5371000 · Sand Transfer System/Adv. Study 5371473 · Engineering / Design	396.00
Total 5371000 · Sand Transfer System/Adv. St	396.00
5372000 · Sand Trap Dredging	

## **Sebastian Inlet District** Revenue & Expense November 2020

	Nov 20
5372311 · Construction-Local Share 5372470 · Permit Related Costs/Monitoring	16,600.00 20,400.83
Total 5372000 · Sand Trap Dredging	37,000.83
5375000 · Construction Programs 5375462 · Storm Management	2,671.50
Total 5375000 · Construction Programs	2,671.50
5376000 · Natural Resource Programs	
5376309 · Marine Services	317.00
5376307 · Web Site Enhancement(Web Cam)	50.00
5376306 · Public Awareness and Education	203.01
Total 5376000 · Natural Resource Programs	570.01
6000000 · Capital Outlay	1,251.00
Total Expense	132,124.15
Net Income	295,590.00

### **Sebastian Inlet District** Revenue & Expense Prev Year Comparison November 2020

_	Nov 20	Nov 19	\$ Change	% Change
Income				
3000000 · Revenues	200 205 20	740 457 44	440.050.00	00.00/
3110100 · Ad Valorem Tax-Brevard Cty 3110200 · Ad Valorem Tax-Indian River Cty	292,305.38 130,996.76	742,157.44 142,684.10	-449,852.06 -11,687.34	-60.6% -8.2%
Total 3000000 · Revenues	423,302.14	884,841.54	-461,539.40	-52.2%
3610000 · Other Revenue				
3610100 · Miscellaneous Revenue 3610200 · Interest Revenue	0.00 4,412.01	300.00 11,272.40	-300.00 -6,860.39	-100.0% -60.9%
Total 3610000 · Other Revenue	4,412.01	11,572.40	-7,160.39	-61.9%
Total Income	427,714.15	896,413.94	-468,699.79	-52.3%
Expense				
5110000 · Commission				
5110210 · Commissioners Payroll Taxes	0.00	114.75	-114.75	-100.0%
5110110 · Commissioners Compensation	1,500.00	1,500.00	0.00	0.0%
5110450 · Commissioners Bonds	30.00	0.00	30.00	100.0%
5110490 · Other Commissioners Expense/	782.70	732.30	50.40	6.9%
Total 5110000 · Commission	2,312.70	2,347.05	-34.35	-1.5%
5130000 · Financial and Administrative				
5130120 · Salaries-Administrative	10,928.26	9,125.00	1,803.26	19.8%
5130121 · Salary-Support Staff	8,222.38	11,863.00	-3,640.62	-30.7%
5130150 · Retirement Contribution/FRS	4,053.03	4,098.12	-45.09	-1.1%
5130210 · Taxes-Payroll	1,530.40	1,548.07	-17.67	-1.1%
5130250 · Employee Insurance	3,101.93	3,096.19	5.74	0.2%
5130320 · Accounting Audit	5,000.00	1,000.00	4,000.00	400.0%
5130321 · Accounting General	127.50	0.00	127.50	100.0%
5130400 · Employee Travel In Dist.	0.00	354.45	-354.45	-100.0%
5130410 · Telephone	217.99	245.49	-27.50	-11.2%
5130430 · Utilities	136.92	184.00	-47.08	-25.6%
5130440 · Rent of Office Space	1,475.00	2,950.00	-1,475.00	-50.0%
5130441 · Copier/Fax Machine Lease	350.89	366.69	-15.80	-4.3%
5130470 · Printing	0.00	3,609.00	-3,609.00	-100.0%
5130510 · Office Supplies	3.28	169.25	-165.97	-98.1%
5130511 · Postage	15.40	71.55	-56.15	-78.5%
5130512 · Other Supplies	304.74	527.80	-223.06	-42.3%
5130513 · Bank Fees and Charges	495.48	350.14	145.34	41.5%
5130520 · Data Processing/IT Tech Support	525.37	445.82	79.55	17.8%
5130540 · Publications	58.90	12.00	46.90	390.8%
5130543 · General Administrative Expense	95.01	4,534.50	-4,439.49	-97.9%
5130550 · Office Equip/ IT Backup Server	253.00	373.19	-120.19	-32.2%
Total 5130000 · Financial and Administrative	36,895.48	44,924.26	-8,028.78	-17.9%
5140000 · Legal Counsel				
5140310 · Attorney-Administrative	7,975.00	1,560.00	6,415.00	411.2%
5140312 · Legal/Legis./Exec.	0.00	4,000.00	-4,000.00	-100.0%
5140314 · Attorney / Special	6,715.00	0.00	6,715.00	100.0%
5140490 · Legal Advertising	141.00	68.85	72.15	104.8%
Total 5140000 · Legal Counsel	14,831.00	5,628.85	9,202.15	163.5%
5190000 · Governmental & Tax Related Fees	0.00	0.00	0.00	0.007
5190313 · Legisl. Research/Clipping Serv. 5190491 · Tax Fees-Brevard Cty	9.99	9.99	0.00	0.0%
5190491 · Tax Fees-Brevard Cty 5190492 · Tax Fees-Indian River Cty	5,885.90 2,659.74	14,884.78 2,853.69	-8,998.88 -193.95	-60.5% -6.8%
Total 5190000 · Governmental & Tax Related	8,555.63	17,748.46	-9,192.83	-51.8%
5370000 · Staff Engineer / Engineering				
5370300 Staff Engineer / Engineering	27,640.00	0.00	27,640.00	100.0%
Total 5370000 · Staff Engineer / Engineering	27,640.00	0.00	27,640.00	100.0%
5371000 · Sand Transfer System/Adv. Study				

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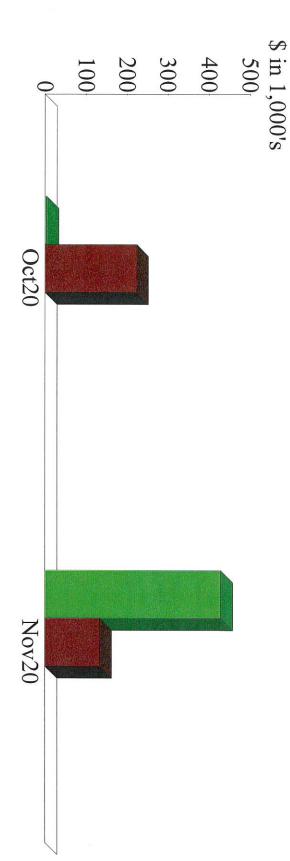
12/02/20 **Accrual Basis** 

## **Sebastian Inlet District** Revenue & Expense Prev Year Comparison November 2020

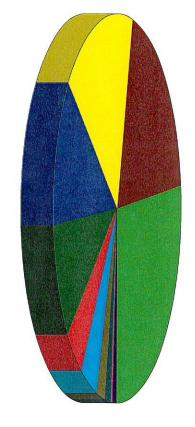
_	Nov 20	Nov 19	\$ Change	% Change	
5371326 · DMMA & Maintenance 5371473 · Engineering / Design	0.00 396.00	4,933.88 2,666.00	-4,933.88 -2,270.00	-100.0% -85.2%	
Total 5371000 · Sand Transfer System/Adv	396.00	7,599.88	-7,203.88	-94.89	
5372000 · Sand Trap Dredging 5372311 · Construction-Local Share 5372470 · Permit Related Costs/Monitoring	16,600.00 20,400.83	3,401.25 11,468.43	13,198.75 8,932.40	388.1% 77.9%	
Total 5372000 · Sand Trap Dredging	37,000.83	14,869.68	22,131.15	148.8%	
5375000 · Construction Programs 5375462 · Storm Management	2,671.50	1,870.00	801.50	42.9%	
Total 5375000 · Construction Programs	2,671.50	1,870.00	801.50	42.9%	
5376000 · Natural Resource Programs 5376309 · Marine Services 5376308 · Safety Management 5376307 · Web Site Enhancement(Web Cam) 5376306 · Public Awareness and Education	317.00 0.00 50.00 203.01	299.00 2,398.00 50.00 11,766.34	18.00 -2,398.00 0.00 -11,563.33	6.0% -100.0% 0.0% -98.3%	
Total 5376000 · Natural Resource Programs	570.01	14,513.34	-13,943.33	-96.1%	
6000000 ⋅ Capital Outlay	1,251.00	0.00	1,251.00	100.0%	
Total Expense	132,124.15	109,501.52	22,622.63	20.7%	
Net Income	295,590.00	786,912.42	-491,322.42	-62.4%	
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# Income and Expense by Month October through November 2020





Expense Summary
October through November 2020



5376000 · Na	6000000 · Ca	5110000 · Commission	<b>5375000</b> · Cc	0140000	×1/0000 . I a	5190000 · Gc	5371000 · Sa 5190000 · Gc	5372000 · Sa 5371000 · Sa 5190000 · Gc	5370000 · Sta 5372000 · Sa 5371000 · Sa 5140000 · Gc	5373000 · Ma 5370000 · Sta 5372000 · Sa 5371000 · Sa 5140000 · Gc
5376000 · Natural Resource Programs	6000000 · Capital Outlay	Commission	5375000 · Construction Programs	5140000 · Legal Counsel	1 1 2	5190000 · Governmental & Tax Relate	5371000 · Sand Transfer System/Adv. 5190000 · Governmental & Tax Relate	5372000 · Sand Trap Dredging  5371000 · Sand Transfer System/A  5190000 · Governmental & Tax Re	5370000 · Staff Engineer / Engineerin 5372000 · Sand Trap Dredging 5371000 · Sand Transfer System/Adv. 5190000 · Governmental & Tax Relat	5373000 · Maint. of Channel/Channel 5370000 · Staff Engineer / Engineerin 5372000 · Sand Trap Dredging 5371000 · Sand Transfer System/Adv. 5190000 · Governmental & Tax Relat
ms 0.26	0.35	1.60	2.07	4.34		late 4.51	<u> </u>	<u> </u>		Ō

Total

\$355,476.56

