

**Sebastian Inlet District  
Regular Commission Meeting  
Wednesday, 4:30 PM, January 14, 2026  
Sebastian Inlet State Park Fishing Museum  
9700 South Hwy A1A  
Vero Beach, FL 32963**

**AGENDA**

- I. **Call to Order – Chairman Barney**
- II. **Approval of Minutes - Regular Commission Mtg. – November 12, 2025 (PP 3-9)**
- III. **Additions and deletions**
- IV. **Presentations**  
There are no presentations.
- V. **Information and Discussion Agenda**
  - A) **Executive Director’s Reports:**
    - 1. **Update on the 2025/26 Sand Trap Dredging and Beach Placement Project**
- VI. **Consent Agenda**
  - A) **Authorized Work for Commission Review:**
    - 1. **No items.**
  - B) **Recommended for Approval:**
    - 1. **FDEP Grant Agreement No. 26IR1 – Amendment 2 Sebastian Inlet IMP Implementation (PP 10-20)**
    - 2. **Approval of Master Services Agreement – Amendment 1 – Extension (FIT 26-0614) 2025-2030 Florida Institute of Technology, Inc. for Continuing Professional Inlet Management and Coastal Engineering Support Services (PP 21-34)**
- VII. **Public Comment on Consent Agenda Items**
- VIII. **Board Vote on Consent Agenda**
- IX. **Quarterly Financial Report (PP 35-42)**
- X. **Public Outreach Activities (PP 43-48)**
- XI. **Park Matters — Ken Torres**

**XII. Legal Counsel Update — Shawn L. Demers, Gray Robinson**

**XIII. Public Comment Period**

**XIV. Commissioners Items**

**Chairman Barney — Commissioner Orientation Guide (PP 49-62)**

**Vice Chair Frazier**

**Secretary/Treasurer Rowland**

**Commissioner Campbell**

**Commissioner Marshall — Inter-meeting actions & policy implications for consideration of addition to Chairmans' New Commissioner Manual (PP 63-72)**

**XI. Unfinished Business**

**XII. New Business**

**XIII. Adjournment**

## Sebastian Inlet District

Regular Commission Meeting  
Wednesday, 4:30 PM, November 12, 2025  
Sebastian Inlet State Park Fishing Museum  
9700 South Hwy A1A  
Vero Beach, FL, 32963

### Minutes

Present at the meeting were: Chairman David Barney, Commissioner Lisa Frazier (Vice Chair), Commissioner Michael Rowland (Secretary/Treasurer), Commissioner John Campbell and Commissioner TJ Marshall. Also, in attendance were: Executive Director James Gray, SID Public Outreach Associate Ed Garland, SID Contracts and Accounting Manager Stacy Busche, SID Legal Counsel Shawn Demers, Mike Jenkins (ATM/GEO), Kyle Horstman (ATL), Kyle Hodges (ATL), Bob Stephen (Friends of St. Sebastian River), Marie Yarbrough (AtkinsRéalis), Bryan Flynn (ESA), Steve Sparks (public), Scott McDonald (public), Lynn Sadler (public), Richard Sadler (public), and Niko Rogers (public).

#### Under Agenda Item I

Call to Order – Chairman Barney called the meeting to order at 4:30 p.m.

Chairman Barney opened the meeting by reading a prepared statement: “The Sebastian Inlet District works in partnership with Sebastian Inlet State Park on many projects, but we are independent from the Florida state park system. All Florida state parks are under the jurisdiction of the Florida Department of Environmental Protection. Sebastian Inlet District Commission meetings are open to the public. The public is welcome to attend and address the Commission on all relevant matters on the current agenda and under the jurisdiction of the Sebastian Inlet District. However, the proposed changes to the Sebastian Inlet State Park operation hours is not a decision by the Sebastian Inlet District Commission. Public discussion will not be heard.”

#### Under Agenda Item II

The Commission discussed the minutes of the regular Commission meeting of October 8, 2025 and approved them without changes or corrections.

#### Under Agenda Item III

##### Additions and Deletions

Commissioner Marshall noticed that the agenda item, “Park Matters,” was missing from today’s agenda and requested that it be added back to the agenda format. He said he drafted a letter to the Florida Department of Environmental Protection (FDEP) addressing public concerns about changes in operating hours at the south side of the state park. He had planned to bring a motion to the table under Park Matters for a vote on sending his letter to FDEP. He also planned to discuss the park’s equipment needs, assisting park staff in removing and replacing the north jetty grates in the event of tropic storms. He said Park Matters should not have been removed from the agenda if it was done to avoid discussing a controversial topic. Mr. Gray said the agenda item was removed because Mr. Torres, the park manager, would not be attending the meeting. Commissioner Rowland said the District has nothing to do with the park’s hours of operations and that sending a letter to FDEP might be encouraging an argumentative environment. Chairman Barney concurred with Commissioner Rowland. He said the park’s management is not part of the District’s charter. After additional

discussion by the Commission, Commissioner Marshall made a motion to add Park Matters back to the agenda. Commissioner Rowland seconded the motion. **The motion carried 5-0.**

#### Under Agenda Item IV

##### Presentations

There were no presentations.

#### Under Agenda Item V

##### Information and Discussion Agenda

###### A. Executive Director's Reports

###### 1. Update on the 2025/2026 Sand Trap Dredging and Beach Placement Project

Mr. Gray, aided by PowerPoint slides, said the District's dredging contractor, ATL, has remobilized and will begin dredging later this month. ATL completed Sector 2 in March 2025. ATL will resume dredging approximately 170,000 cubic yards from the inlet channel and the 42-acre sand trap. Approximately, 40,000 cubic yards will be placed in the Dredged Materials Management Area (DMMA) between November and December 2025. The remaining 130,000 cubic yards will be placed on the Sector 1 beach. Anticipated construction for this phase will occur between December 2025 and March 2026. As part of its collaborative outreach with the District, ATL hosted a well-attended captain's meeting on November 4, which Chairman Barney and Commissioner Campbell attended. Mr. Gray said Mr. Campbell was instrumental in promoting the meeting and assisting with public outreach. ATL has also posted informational flyers at boat ramps. Commissioner Campbell said the flyers are also posted at marinas. He said the Sebastian Daily newspaper plans to publish a tutorial about navigating the dredging operation as part of the public education effort. Mr. Gray noted that the Florida Fish and Wildlife Conservation Commission (FWC) has requested to install a manatee zone sign at Channel Marker 21A to dissuade boaters from cutting a corner that is in a seagrass area. Commissioner Marshall requested staff to update marina owners on the project's progress and to post a scrolling ticker tape notice on the District's webcam site. Mr. Gray said staff has already notified the webcam provider, who was scheduled to fulfill the request today (November 12, 2025). Mr. Sparks, an area resident, asked about the location of the dredge pipe and potential impact on anglers fishing from the south side of the inlet. Mr. Gray said the T-dock will be closed during dredging and that the District and contractor are aware of the concerns of the state park and its visitors.

###### 2. FDEP Grant 24IR1 – Application For Payment No. 3 - Reimbursement

Mr. Gray said that the District received \$539,851.64 from Florida Department of Environmental Protection (FDEP) on October 13, 2025. Payment came in the form of two separate checks for the partial reimbursement of the 2024/25 Sand Trap Dredging and Beach Placement Project.

Under Agenda Item VI  
Consent Agenda

A. Authorized Work for Commission Review

1. Change Order No. 5 – Work Order No. 2425-006-ATL, ATL Diversified, Inc.  
2024/2025 Sand Trap Dredging and Beach Placement Project – DMMA Water Control Structure Maintenance

Mr. Gray provided background on the District's contract with ATL for construction of the 2024/2025 Sand Trap Dredging and Beach Placement Project and the previous change orders associated with the project. ATL began mobilizing to the DMMA in early October 2025. An inspection determined that the DMMA water control structures to be used for dewatering were blocked with sediment. Staff and the District's engineer, AtkinsRéalis, determined that ATL is not responsible for removing the sediment. To prevent project delays, Mr. Gray used his Executive Director Spending Authority to authorize Change Order No. 5 to Work Order No. 2425-006-ATL in the lump sum amount of \$6,600. The updated total contract will now be \$8,454,400. Funding is available under Account No. 5372-311 and the entire project is eligible for at least 50 percent cost-share under FDEP's Beach management Funding Assistance Program – Grant 24IR1.

B. Recommended for Approval

1. Special District Performance Measures and Standards, Sebastian Inlet District FY 2024/25 Annual Performance Report

Mr. Gray said in compliance with Florida Statutes, in September 2024, the Commission established District Goals and Objectives for an Annual Performance Report. The Annual Performance Report must be published on the District's website by December 1 of each year. Commissioner Marshall requested the Goals and Objectives be added to the Commissioner Orientation Guide that the Commission is developing. He also said that having two sets of Goals and Objectives, one shared during budget discussions and the other required by statutes, could be confusing to the public. He recommended that the Commission outline more specific goals in the report next year. Chairman Barney agreed with Commissioner Marshall and suggested staff bring back a revised Annual Performance Report for 2026. Mr. Demers said the Goals and Objectives report is a living document and can be updated at any time. Mr. Gray will work with Mr. Demers on tailoring the document to meet the Commission's request.

**Recommended Action:** Staff recommends that the Board approve the annual performance report and authorize Mr. Gray to publish it on the District's website.

2. Proposed Commission Meeting Schedule and Locations for FY 2025-26

Mr. Gray presented the proposed Commission meeting schedule for fiscal year 2025-26, noting that the final Millage and Budget Hearing will occur on September 21, 2026, a Monday instead of a Wednesday, due to TRIM advertising requirements and staff scheduling conflicts.

**Recommended Action:** Staff recommend that the Board approve the proposed Fiscal Year 2025/26 dates and locations for regular commission meetings and budget hearings.

3. Master Services Agreements – For Continuing Professional Coastal Engineering and Biological Support Services – Amendment 1 – Extension 2025-2030

Mr. Gray said the District's negotiated new master services agreements with Geosyntec, AtkinsRéalis, and ESA for continuing professional coastal engineering and biological support services. He said the respective fee schedules reflect fair and competitive rates for comparable professional services and job classifications. The term of each respective agreement is five years with the option of five-year renewals, unless terminated by mutual consent. Commissioner Marshall questioned whether the District is meeting the competitive bid process requirements listed in Florida Statutes 287.055, adding that the optics are that the District isn't giving other companies the opportunity to bid competitively. He recommended tabling the item until further analysis is completed. Commissioner Campbell countered that the District has a specialized purpose and that qualified contract candidates are limited. The District's long-term relationships with consultants is extremely valuable due to the retention of institutional knowledge accumulated by the consultants. Commissioner Frazier agreed. She said the continuity and history the District builds with a contractor is important, especially for a small District. She said the contract renewal proposal is in line with Florida Statutes. She said Mr. Gray has done his due diligence in negotiating with the consultants. Chairman Barney said Mr. Gray does proper research, understands competitive rates, and also analyses similar contracts with other special districts. Mr. Gray confirmed Chairman Barney's assessment. Commissioner Marshall said he has seen no analyses or contractor lists and was not convinced that the District is compliant. Chairman Barney disagreed and confirmed that Mr. Gray reviewed his analysis with him. Commissioner Marshall also recommended that an indemnification clause in the contract be removed to protect the District in case of a lawsuit. Mr. Demers, noting his frequent dealings with indemnification clauses, disagreed, saying the indemnification clause is common in typical consultant contracts and will amend if the Board directs him but his recommendation is for the clause to remain. Commissioner Marshall requested that the Commission vote on Consent Agenda items individually because he would not support approving the Master Services Agreement as it stands.

**Recommended Action:** Staff recommends that the Board approve Amendment 1 to the Master Services Agreements with Geosyntec, AtkinsRéalis, and ESA, and to authorize Mr. Gray to sign all agreements on the District's behalf.

Under Agenda Item VII

Public Comment on Consent Agenda Items

There was no public comment on Consent Agenda items.

Under Item VIII

Board Vote on Consent Agenda

Commissioner Frazier made a motion to approve Change Order No. 5 – Work Order No. 2425-006-ATL. Commissioner Rowland seconded the motion. **The motion carried 5-0.**

Commissioner Frazier made a motion to approve Special District Performance Measures and Standards, Sebastian Inlet District FY 2024/25 Annual Performance Report. Commissioner Rowland seconded the motion. **The motion carried 5-0.**

Commissioner Rowland made a motion to approve the proposed Commission Meeting Schedule and Locations for FY 2025-26. Commissioner Campbell seconded the motion. **The motion carried 5-0.**

Commissioner Frazier made a motion to approve the Master Services Agreements – For Continuing Professional Coastal Engineering and Biological Support Services – Amendment 1 – Extension 2025-2030. Commissioner Rowland seconded the motion. **The motion carried 4-1. (Commissioner Marshall voted against the action).**

#### Under Agenda Item IX

##### Public Outreach Activities

Mr. Garland gave an update on the District's outreach activities. He described the District's outreach campaign being conducted in advance of the 2025/26 Sand Trap Dredging and Beach Placement Project. He also described the District's campaign to direct the media and public to the state park's website and phone number regarding a change in operating hours at the south side of the park.

#### Under Agenda Item X (added back to the agenda)

##### Park Matters

Following up on the request of the Commission during the October 8, 2025 meeting, Mr. Gray said he discussed with Mr. Torres (SISP manager) the potential for assisting the park in purchasing equipment for removing grates from the north jetty in advance of a storm. Mr. Gray said the park was interested in purchasing a small excavator-type vehicle with an estimated cost of \$100,000. Mr. Gray also contacted the Florida Inland Navigation District (FIND) for possible financial assistance or possible grants, tying the equipment use to multiple applications such as clearing sediments from the SISP boat ramp. He said he was looking for direction from the Commission on how to proceed. Commissioner Marshall suggested contracting the removal of jetty grates and to use hurricane warnings as a trigger for their removal. Commissioner Rowland said the pedestrian area and grates are the responsibility of the park through its MOA with the District. He said the District could consider possible revisions to the MOA and reevaluate the process for grate removal. On a separate topic, Commissioner Marshall distributed to his fellow Commissioners copies of a letter he drafted and addressed to FDEP. The letter expresses concern about the reduced operating hours on the south side of the park and its impact on the public. Commissioner Rowland said that the fishing groups to whom he has spoken are not upset by the change. Mr. Sparks, an area resident, said many anglers fish at the park at night and are affected by the change in hours. Mr. Campbell said he opposed sending a letter to FDEP as a group. Chairman Barney agreed. He said Commissioners are free to write and send letters to FDEP individually, but that the Commission as a whole should not involve itself with the state's business. Commissioner Frazier asked why the park changed its hours on the south side. Mr. Gray said that a number of reasons prompted the change, including budgetary and safety issues. Mr. Gray requested Commissioners copy staff if they individually send letters to FDEP.

#### Under Agenda Item XI

Legal Counsel Update – Shawn L. Demers, Gray Robinson

1. Election of District Commission Officers

Mr. Demers said the Charter is unclear on the election of District Commission Officers. He proposed two options to provide continuity in the future: Elect officers annually or elect officers each general election year in the first meeting after being duly elected, appointed, and sworn in for two-year terms.

**Recommended Action:** Mr. Demers recommends that the Board approve Option 2 and elect its officers for each general election year in the first meeting after being duly elected, appointed, and sworn in.

Commissioner Marshall made a motion to approve Option 2 for Election of District Commission Officers. Commissioner Rowland seconded the motion. **The motion passed 5-0.**

Under Item XII

Public Comment Period

Mr. Stephen said the District should not buy a piece of heavy equipment for the state park. Mr. Sparks asked about the timeline for constructing phases 2 and 3 of the jetty repair project. Mr. Gray said jetty design work is complete and the District intends to begin construction within two years and noted the planned Florida Department of Transportation's (FDOT) Sebastian Inlet Bridge replacement project, which is on track to mobilize in spring 2026.

Under Item XIII

Commissioner Items

Chairman Barney — Commissioners discussed minor proposed revisions to the draft Commissioner Orientation Guide and agreed to send any revision or additions to staff prior to the December 10, 2025 Regular Commission meeting so that the Commission may vote on a final document.

Vice Chair Frazier — Nothing.

Secretary/Treasurer Rowland — Nothing

Commissioner Marshall — Nothing

Commissioner Campbell — Nothing.

Under Item XIV

Unfinished Business

There was no unfinished business.

Under Item XV

New Business

There was no new business.

Under Item XVI

Adjournment — Chairman Barney adjourned the meeting at 6:36 p.m.

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Secretary/Treasurer

Date

**NOTE: A recording of this meeting is unavailable due to a malfunction in the audio equipment.**

DRAFT

## SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

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**TO:** Members of the Board  
of Sebastian Inlet District Commissioners

**FROM:** James D. Gray, Jr.   
Executive Director

**SUBJECT:** **FDEP Grant Agreement No. 26IR1 – Amendment 2**  
**Sebastian Inlet IMP Implementation**

**DATE:** December 1, 2025

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### **BACKGROUND**

On July 23, 2024, staff submitted fiscal year 2025/2026 Local Government Funding Request (LGFR) to the FDEP Beach Management Funding Assistance Program to assist in the design, permitting, and maintenance of the north jetty.

On August 20, 2025, FDEP entered into grant Agreement No. 26IR1 with the District committing up to \$4,954,000 at a cost share ratio of 50% State - 50% Local for the partial reimbursement for the design, permitting, and construction of the North Jetty Revetment Improvement Project. The total local share under this agreement was \$2,477,000 with a maximum state reimbursement of \$2,477,000.

On October 8, 2025, the Board approved Amendment 1 to Grant 26IR1, adding \$1 Million for the Sebastian Inlet North and South Jetty Maintenance and Safety Improvements Project that was appropriated by the Florida Legislature during the 2025/2026 session. Amendment 1 to Grant 26IR1 increased the total state grant funding from \$2,477,000 to \$3,477,000.

### **DESCRIPTION AND CONDITIONS**

On November 19, 2025, FDEP provided the District with Amendment No. 2 to Grant Agreement No. 26IR1, modifying the grant start date from July 1, 2023 to June 1, 2023. Amendment 2 enables the District to be eligible for grant reimbursement on items occurring June 1, 2023 through December 31, 2028.

### **FUNDING**

Funding for the local match is budgeted and available under North Jetty Maintenance and Repair, Account No. 5375-472.

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FDEP Grant No. 26IR1-Amendment 2

SID Agenda Item – December 10, 2025

**RECOMMENDATION**

The recommendation of staff is for the Board to approve Amendment No. 2 to FDEP Grant Agreement 26IR1 and authorize the Executive Director to sign on behalf of the District.

**ATTACHMENT**

Amendment No. 2 FDEP Grant Agreement 26IR1

**APPROVED AGENDA ITEM FOR: JANUARY 14, 2026**

**AMENDMENT NO. 2  
TO AGREEMENT NO. 26IR1  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
SEBASTIAN INLET DISTRICT**

This Amendment to Agreement No. 26IR1, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Sebastian Inlet District, 114 Sixth Avenue, Indialantic, Florida 32903 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Sebastian Inlet Management Plan Implementation effective August 20, 2025; and

WHEREAS, the Grantee has requested a change in the Agreement and Task Timelines and the Department has agreed; and

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

- 1) Paragraph 3 to the Standard Grant Agreement, Agreement Begin Date, is hereby changed from July 1, 2023, to June 1, 2023.
- 2) Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated in the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.
- 3) Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.
- 4) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

**Sebastian Inlet District**

**Florida Department of  
Environmental Protection**

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Secretary or Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:**

<b><u>Specify Type</u></b>	<b><u>Letter/Number</u></b>	<b><u>Description</u></b>
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (4 pages)

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Second Revised Special Terms and Conditions  
AGREEMENT NO. 26IR1**

**ATTACHMENT 2-B**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is the Sebastian Inlet Management Plan Implementation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on June 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses/Supplies
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

See Attachment 3, Grant Work Plan.

## **8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

## **11. Subcontracting/Subawards.**

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## **12. State-owned Land.**

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

## **13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## **14. Common Carrier.**

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**ATTACHMENT 3-B**  
**SECOND REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Sebastian Inlet Management Plan Implementation

**PROJECT LOCATION:** The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R215 and R219 in Brevard County and R1 and R17 in Indian River County along the Atlantic Ocean in Sebastian Inlet District in Indian River County, Florida.

**PROJECT BACKGROUND:** The inlet channel, sand trap, and associated structures are managed by the Sebastian Inlet District (District). The Sebastian Inlet north jetty has been damaged due to numerous storm events. The proposed work is a jetty repair and maintenance project consistent with IMP Strategy that is scheduled to be completed in 2025. The District was awarded additional funds by the Florida Legislature in the 2025/2026 General Appropriations Act Line Item 1555, which are managed under this grant. Construction activities associated with the additional funding are pursuant to the Legislative Line Item Appropriation and outside the scope of the recommended strategy of the Sebastian IMP.

**PROJECT DESCRIPTION:** The Project consists of design and construction for the recommended strategies of the Sebastian IMP, and construction associated with jetty maintenance and safety improvements per Legislative Appropriation.

**PROJECT ELIGIBILITY:** The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$3,477,000.00 for this Project or up to 50 percent of the non-federal Project cost for Task 1 and 2.1 and up to 100 percent of the non-federal Project cost for Task 2.2, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Florida Legislature appropriated \$1,000,000.00 for the construction of project items outside of the scope of the recommended IMP Implementation under the FY2025/2026 General Appropriations Act Line Item #1555.

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in section 112.061, Florida Statute (F.S.).

Pursuant to sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(2)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection  
F.A.C. – Florida Administrative Code  
F.S. – Florida Statutes  
IMP – Inlet Management Plan

## **TASKS and DELIVERABLES:**

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

### **Task 1: Design and Permitting**

**Task Description:** The Local Sponsor will acquire professional services for the engineering and design of the Project such as coastal engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, sediment studies, inlet studies, environmental analyses, orthophotography, plan formulations and for obtaining environmental permits and other Project-related authorizations. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

**Deliverable:** Certification of Completion including documentation of submittal affirming that the final design document was completed and submitted to the Department. For interim payment requests, a Task Summary Report signed by the Local Sponsor must be submitted detailing work progress during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

**Performance Standard:** The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

### **Task 2.1: Construction – IMP Implementation**

**Task Description:** This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal

regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

**Deliverable:** Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

**Performance Standard:** The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

### **Task 2.2: Construction – North and South Jetty Maintenance and Safety Improvements**

**Task Description:** This task includes work performed and costs incurred associated with the Sebastian Inlet North and South Jetty Maintenance and Safety Improvements 2025/2026 legislative appropriation (GAA Line Item #1555, SF3237, HF2968). Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys and specific tasks as outlined by the legislative appropriation including jetty concrete decking and piles, replacement of storm protecting armor stone, and safety enhancements to jetty railings and sidewalks. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

**Deliverable:** Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

**Performance Standard:** The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

<b>Task #</b>	<b>Eligible Project Tasks</b>	<b>State Cost Share (%)</b>	<b>Federal Estimated Project Costs</b>	<b>DEP</b>	<b>Local</b>	<b>Total</b>
<b>1</b>	<b>Design and Permitting</b>	50%	\$0.00	\$127,000.00	\$127,000.00	<b>\$254,000.00</b>
<b>2.1</b>	<b>Construction (IMP Implementation)</b>	50%	\$0.00	\$2,350,000.00	\$2,350,000.00	<b>\$4,700,000.00</b>
<b>2.2</b>	<b>Construction - Sebastian Inlet North and South Jetty Maintenance and Safety Improvements</b>	100%	\$0.00	\$1,000,000.00	\$0.00	<b>\$1,000,000.00</b>
	<b>TOTAL PROJECT COSTS</b>		<b>\$0.00</b>	<b>\$3,477,000.00</b>	<b>\$2,477,000.00</b>	<b>\$5,954,000.00</b>

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Budget Amount</b>	<b>Task Start Date</b>	<b>Deliverable Due Date</b>
1	Design and Permitting	Contractual Services	\$127,000.00	06/01/2023	09/30/2028
2.1	Construction (IMP Implementation)	Contractual Services	\$2,350,000.00	06/01/2023	09/30/2028
2.2	Construction – Sebastian Inlet North and South Jetty Maintenance and Safety Improvements	Contractual Services	\$1,000,000.00	07/01/2025	09/30/2028
<b>Total:</b>			<b>\$3,477,000.00</b>		

## SEBASTIAN INLET DISTRICT BOARD MEMORANDUM

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**TO:** Members of the Board  
of Sebastian Inlet District Commissioners

**FROM:** James D. Gray, Jr.   
Executive Director

**SUBJECT:** **Approval of Master Services Agreement – Amendment 1 – Extension (FIT26-0614) 2025-2030 Florida Institute of Technology, Inc. for Continuing Professional Inlet Management and Coastal Engineering Support Services**

**DATE:** January 7, 2026

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### **DESCRIPTION AND CONDITIONS**

The District 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 December 9, 2025.

Florida Tech is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). In accordance with 287.057 (23) F.S., the District and Florida Tech desire to continue working together and have negotiated Amendment 1 to the "master" agreement for continuing professional inlet management and coastal engineering support services. The 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. The District attorney has also reviewed the agreement for legal sufficiency.

### **FUNDING**

No funding is being requested for execution of Amendment 1.

### **RECOMMENDATION**

The recommendation of staff is for the Board to approve Amendment 1 to the "master" agreement (FIT26-0614) with Florida Institute of Technology, Inc. and requests the Board authorize the Chairman to execute the agreement.

### **ATTACHMENTS**

Florida Institute of Technology Agreement – Amendment 1

**APPROVED AGENDA ITEM FOR: JANUARY 14, 2026**

# *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 **14<sup>h</sup> day of January 2026**, by and between the SEBASTIAN INLET DISTRICT, hereinafter referred to as "District," and FLORIDA INSTITUTE OF TECHNOLOGY, INC. hereinafter referred to as "Consultant".

WHEREAS, on December 9, 2020 the District entered into a Master Professional Service Agreement with the 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 Master Professional Service Agreement was effective for an initial period of five (5) years, December 9, 2020 – December 9, 2025, with options for additional five-year renewals; and

WHEREAS, the District desires to engage the Consultant, who has special and unique competence and experience in providing services in the fields of fields of inlet management and coastal engineering support services for an additional five (5) year term (2025-2030); 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.

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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.

2. 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 and/or Notices to Proceed are as follows:

- 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.
- 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. Work Orders: 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. Time: Consultant shall commence work on the scope of work upon receipt of a written Notice To Proceed from the Executive Director.

5. Fees and Payments: 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 Provost and Senior 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 Statutes.

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. All invoices from the Consultant and any of their subconsultants for the work period ending September 30<sup>th</sup> of any given year must be submitted to the District no later than November 30<sup>th</sup> of that year. Invoices for work performed prior to September 30<sup>th</sup> of any given year and submitted to the District after November 30<sup>th</sup> of that year will be deemed late and will be returned unpaid with no exceptions. If the Consultant does not meet a deadline for any agreement Deliverable, the

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District will reduce payment on the specific work order task(s) by 1% (one percent) for each day the Deliverable is late, unless an extension is approved in writing by the District.

Neither party shall be liable for delays or failure to perform caused by events beyond their reasonable control, including natural disasters, acts of government, labor disputes, or other unforeseen circumstances. Deadlines shall be extended for the duration of such events.

6. Lodging and Incidental Expenses: 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. Reimbursement for lodging and incidental expense must be clearly itemized on invoices submitted to the District and supported by legible receipts.

7. Term: This Agreement extension shall commence on December 9, 2025 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 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 unless authorized by the District Executive Director.

8. Termination/Modification of Agreement: 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. If the Agreement is terminated for convenience, termination does not automatically terminate any active Work Orders. Work Orders that have been issued but not started can be terminated at

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the sole discretion of the District. If the Agreement is terminated for a material breach, with failure to cure by the breaching party within the thirty (30) day notice period, then all active and pending Work Orders shall also terminate. In the event of termination, the District's obligation to the Consultant shall be payment for all completed and accepted work in accordance with the applicable Work Order requirements and for any non-cancelable obligations incurred by Consultant. 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. Covenant Against Contingent Fees: 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 retains all rights, title, and interest in pre-existing intellectual property, methodologies, know-how, original notes, working documents, design calculations and computations, provided the District shall be entitled to a copy of such materials on request. The District shall not publish or disclose Consultant's proprietary methodologies or confidential information without prior written consent. 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.

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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 indemnify the District against any claims made by a third party, pursuant to Section 23.

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

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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. Insurance: 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**

Per claim: \$1,000,000  
Aggregate (Combined Single Limit): \$2,000,000

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. All independent contractors, subcontractors and professional contractual persons hired or retained by the Consultant shall maintain their own coverages at the limits referenced above and provide proof of such coverage upon request. Consultant shall provide copies of its certificates of insurance, upon request of the District, evidencing such coverage to the Executive Director.

15. Conflict of Interest: 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,

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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. Interest of Members of District and Others: 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. Interest of Contractor: 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. Compliance with the Law: 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 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

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services under this Agreement shall constitute a material breach of this Agreement.

19. Confidentiality: The Parties acknowledge that, during the term of this Agreement, each may be exposed to confidential or proprietary information. All information disclosed pursuant to this Agreement that meets the definition of trade secret as defined in section 688.002, Florida Statutes, and (ii) is disclosed in writing and marked "proprietary", "confidential" or the like, or (iii) is verbally disclosed, is identified as confidential at the time of disclosure and confirmed in writing as confidential or proprietary within ten (10) days after disclosure, shall be referred to as "Confidential Information". Each Party covenants and agrees to maintain in strict confidence all Confidential Information disclosed by the other Party, directly or indirectly, in connection with this Agreement. Upon request each Party shall return all Confidential Information and any copies thereof in its possession to the disclosing Party. Each Party shall be responsible for compliance with its confidentiality covenant and shall be liable to the disclosing Party for any breach of this covenant by its employees, agents, or representatives. Each Party further agrees to require any person performing services under this Agreement on its behalf to acknowledge and comply with the obligations set forth in this provision. The Parties understand, acknowledge, and agree that the District takes its public records and sunshine law responsibilities very seriously and nothing contained herein shall be construed as any attempt or intent to circumvent Florida's Public Records or Sunshine Laws. To that end, Consultant further agrees to assist and cooperate should any public records request be made for Confidential Information. If such request is made, Recipient shall notify Company promptly so that current statutory exemptions can be factually evaluated and applied. Company may choose to seek protection against such disclosure, however, nothing contained herein shall be construed as any period of automatic stay that would otherwise violate public records laws.

20. Document and File Retention: 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.

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(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, [JGRAY@SITD.US](mailto:JGRAY@SITD.US), 114 SIXTH AVENUE, INDIALANTIC, FLORIDA 32903.**

21. Waiver: 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.

22. Public Entity: 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.

23. 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. Such release shall not

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waive Consultant's rights to payment for work performed by not yet paid, reimbursement for approved non-cancelable obligations, and any claims arising from District's breach of this Agreement.

24. Indemnification: Each party shall indemnify and hold harmless the other party, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, and expenses (including reasonable attorney's fees and costs) arising out of or resulting from the gross negligence or willful misconduct of the indemnifying party in connection with this Agreement.

Indemnification shall include reasonable attorney's fees in the initial litigation and appeals which shall survive this Agreement.

25. Reduction in Funding: Consultant and District understand and agree this is a multi-year 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.

26. 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.

27. Survival: The rights and obligations of the Parties which by their nature continue after

*DAVID BARNEY, Chairman; LISA FRAZIER, Vice-Chairman;  
MICHAEL ROWLAND, Secretary/Treasurer; TJ MARSHALL, Commissioner; JOHN CAMPBELL, Commissioner;  
JAMES D. GRAY, JR., Executive Director*

the termination of this Agreement, including, but not limited to, the rights and obligations with respect to, insurance, indemnification, dispute resolution, and governing law shall survive and continue after expiration of this Agreement, and shall bind the Parties, their successors, heirs and assigns.

28. Non-Discrimination and Compliance: Each Party represents and warrants that it does not and shall not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, veteran status, or any other status protected by applicable law. Each Party agrees to comply with all applicable federal, state, and local laws, regulations, and executive orders, including but not limited to those relating to equal opportunity, affirmative action, and accessibility. Each Party shall also ensure that its activities under this Agreement are conducted in accordance with all applicable ethical standards and institutional policies.

SEBASTIAN INLET DISTRICT

Approved As To Form

By: \_\_\_\_\_  
David Barney, Chairman

By: \_\_\_\_\_  
Shawn L. Demers, Esq.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
James Gray, Jr., Executive Director

Date: \_\_\_\_\_

FLORIDA INSTITUTE OF TECHNOLOGY, INC.

By: John Z. Kiss

Date: 01-7-2026

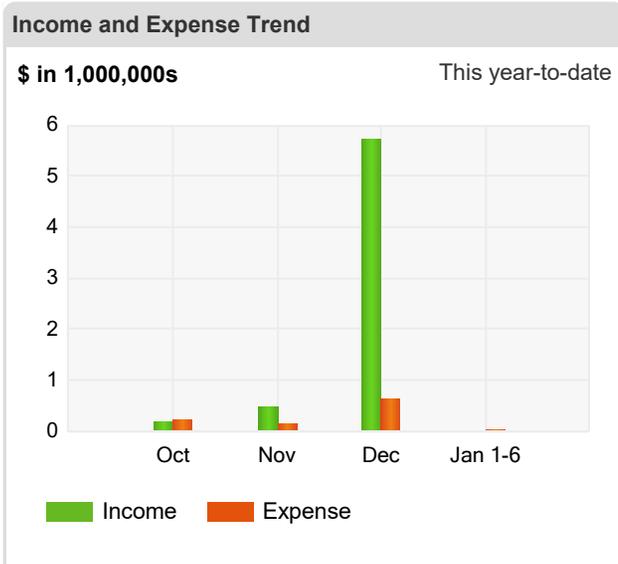
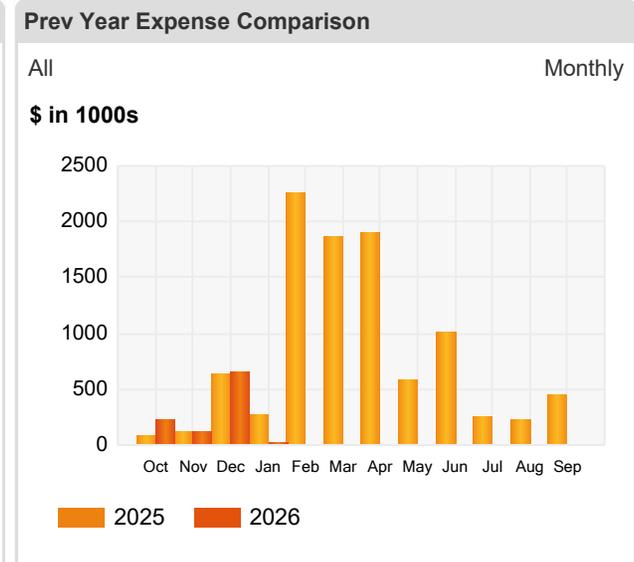
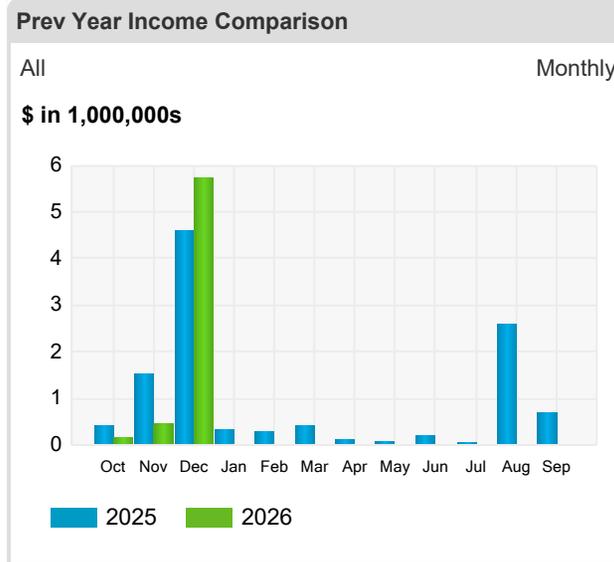
John Z. Kiss, Ph.D., Provost and Senior Vice President

Attest: Leslie Smith

Date: 01/7/2026

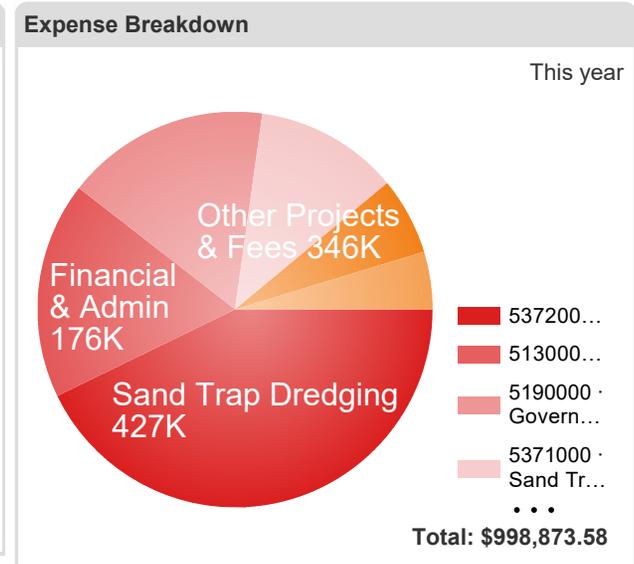
Print Name: Leslie Smith

*DAVID BARNEY, Chairman; LISA FRAZIER, Vice-Chairman;  
MICHAEL ROWLAND, Secretary/Treasurer; TJ MARSHALL, Commissioner; JOHN CAMPBELL, Commissioner;  
JAMES D. GRAY, JR., Executive Director*



### Account Balances

Account	Balance
SBA Investment	18,916,795.40
Main Operating Acct -PNC Bank	5,210,963.21
Accounts Receivable	1,286,032.83
Accounts Payable	26,187.13
A/P for AJE's	0.00
PNC Corporate Card	925.51
Petty Cash	100.00
PNC Credit Card 5421	29.28
Payroll Liabilities	17.36
Cost-Share Due-State of Florida	0.00
Direct Deposit Liabilities	0.00



**Sebastian Inlet District**  
**Balance Sheet**  
As of December 31, 2025

	Dec 31, 25
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1010100 · Petty Cash	100.00
1010200 · Main Operating Acct -PNC Bank	5,211,610.72
1510500 · SBA Investment	18,916,795.40
<b>Total Checking/Savings</b>	24,128,506.12
<b>Accounts Receivable</b>	
1330100 · Accounts Receivable	1,286,032.83
<b>Total Accounts Receivable</b>	1,286,032.83
<b>Total Current Assets</b>	25,414,538.95
<b>TOTAL ASSETS</b>	<b>25,414,538.95</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2020000 · Accounts Payable	23,902.99
<b>Total Accounts Payable</b>	23,902.99
<b>Credit Cards</b>	
200210 · PNC Credit Card 5421	29.28
200200 · PNC Corporate Card	925.51
<b>Total Credit Cards</b>	954.79
<b>Other Current Liabilities</b>	
2330000 · Unavailable Grant Revenue	1,286,082.83
2110 · Direct Deposit Liabilities	-1,707.00
2100000 · Payroll Liabilities	
2105000 · Federal Withholding Withheld	-80.00
2106000 · Social Security-Employer	-124.00
2107000 · Social Security-Employee	-124.00
2108000 · Medicare-Employer	-29.00
2109000 · Medicare-Employee	-29.00
2100000 · Payroll Liabilities - Other	17.36
<b>Total 2100000 · Payroll Liabilities</b>	-368.64
<b>Total Other Current Liabilities</b>	1,284,007.19
<b>Total Current Liabilities</b>	1,308,864.97
<b>Total Liabilities</b>	1,308,864.97
<b>Equity</b>	
2701000 · Assigned	13,073,401.00
2700000 · Unassigned	5,647,667.54
Net Income	5,384,605.44
<b>Total Equity</b>	24,105,673.98
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>25,414,538.95</b>

## Sebastian Inlet District Variance Report\_Rev. & Exp. FY Budget vs. Actual October through December 2025

	Oct - Dec 25	Budget
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>3000000 · Revenues</b>		
3110100 · Ad Valorem Tax-Brevard Cty	5,104,267.20	6,222,068.00
3110200 · Ad Valorem Tax-Indian River Cty	1,094,259.24	1,342,518.00
<b>Total 3000000 · Revenues</b>	6,198,526.44	7,564,586.00
<b>3340000 · Contracted State Funds</b>	0.00	3,100,000.00
<b>3610000 · Other Revenue</b>		
3610200 · Interest Revenue	179,927.93	300,000.00
<b>Total 3610000 · Other Revenue</b>	179,927.93	300,000.00
<b>Total Income</b>	6,378,454.37	10,964,586.00
<b>Gross Profit</b>	6,378,454.37	10,964,586.00
<b>Expense</b>		
<b>5110000 · Commission</b>		
5110210 · Commissioners Payroll Taxes	0.00	2,000.00
5110110 · Commissioners Compensation	6,000.00	25,000.00
5110410 · Travel Out Of District/Conferen	245.00	3,000.00
5110490 · Other Commissioners Expense/FRS	3,454.20	16,000.00
<b>Total 5110000 · Commission</b>	9,699.20	46,000.00
<b>5130000 · Financial and Administrative</b>		
5130120 · Salaries-Administrative	44,628.12	178,500.00
5130121 · Salary-Support Staff	46,598.10	184,000.00
5130150 · Retirement Contribution/FRS	21,644.11	94,500.00
5130210 · Taxes-Payroll	7,418.14	30,000.00
5130240 · Workers' Compensation	702.50	1,500.00
5130250 · Employee Insurance	16,238.44	52,000.00
5130320 · Accounting Audit	1,362.50	38,500.00
5130321 · Accounting General	700.00	5,000.00
5130400 · Employee Travel In Dist.	1,317.00	4,800.00
5130401 · Employee Travel Out of Dist.	2,916.52	5,500.00
5130402 · Technical Conferences	1,818.00	4,500.00
5130410 · Telephone/ Internet Services	584.66	3,500.00
5130411 · Other Communications	0.00	1,000.00
5130430 · Utilities	686.80	2,300.00
5130440 · Rent of Office Space	5,400.00	23,000.00
5130441 · Copier/Fax Machine Lease	240.99	2,000.00
5130450 · Insurance-General Liability	11,214.00	24,000.00
5130460 · Equipment Maintenance	130.00	550.00
5130470 · Printing	0.00	500.00
5130491 · TRIM Compliance	0.00	1,000.00
5130510 · Office Supplies	270.00	1,000.00
5130511 · Postage	0.00	1,000.00
5130512 · Other Supplies	1,398.92	4,500.00
5130513 · Bank Fees and Charges	1,751.49	7,500.00
5130520 · IT Tech Support/ Subscriptions	1,641.91	11,000.00
5130540 · Publications	0.00	500.00
5130541 · Special Meeting Expenses	0.00	500.00
5130542 · Association Dues	4,175.00	7,000.00
5130543 · General Administrative Expense	715.00	5,000.00
5130550 · Office Equip/ IT Backup Server	837.38	7,000.00
<b>Total 5130000 · Financial and Administrative</b>	174,389.58	701,650.00
<b>5140000 · Legal Counsel</b>		
5140310 · Attorney-Administrative	2,140.50	45,000.00
5140311 · Attorney-Project Related	0.00	6,000.00
5140312 · Legal/Legis./Exec.	8,000.00	60,000.00
5140313 · Attorney / Litigation	7,037.50	85,000.00
5140314 · Attorney / Special	817.00	56,000.00
5140490 · Legal Advertising	160.04	3,000.00

## Sebastian Inlet District Variance Report\_Rev. & Exp. FY Budget vs. Actual October through December 2025

	Oct - Dec 25	Budget
<b>Total 5140000 · Legal Counsel</b>	18,155.04	255,000.00
<b>5190000 · Governmental &amp; Tax Related Fees</b>		
5190310 · Appraiser Fees-Brevard Cty	33,900.59	75,000.00
5190311 · Appraiser Fees-Indian River Cty	8,680.00	15,000.00
5190312 · District Representation	0.00	10,000.00
5190313 · Legisl. Research/Clipping Serv.	0.00	500.00
5190491 · Tax Fees-Brevard Cty	102,163.07	135,000.00
5190492 · Tax Fees-Indian River Cty	22,101.22	26,000.00
<b>Total 5190000 · Governmental &amp; Tax Related Fees</b>	166,844.88	261,500.00
<b>5370000 · Staff Engineer / Engineering</b>		
5370160 · Data Management and Inventory	0.00	5,500.00
5370345 · Wave and Weather Station	0.00	165,000.00
<b>Total 5370000 · Staff Engineer / Engineering</b>	0.00	170,500.00
<b>5371000 · Sand Transfer System/Adv. Study</b>		
5371326 · DMMA & Maintenance	35,548.50	140,000.00
5371314 · Non-Engineering Prof. Fees	0.00	2,500.00
5371316 · Sediment Budget Studies	0.00	50,000.00
5371318 · Aerial Photography	0.00	22,000.00
5371470 · Permit Rel. Costs Federal	0.00	15,000.00
5371471 · IMP/State of Inlet Report	81,800.00	155,000.00
5371473 · Engineering / Design	0.00	125,000.00
<b>Total 5371000 · Sand Transfer System/Adv. Study</b>	117,348.50	509,500.00
<b>5372000 · Sand Trap Dredging</b>		
5372311 · Construction-Local Share	376,770.00	6,750,000.00
5372470 · Permit Related Costs/Monitoring	50,841.54	600,000.00
<b>Total 5372000 · Sand Trap Dredging</b>	427,611.54	7,350,000.00
<b>5373000 · Maint. of Channel/Channel Exten</b>		
5373317 · Signage / Markers	0.00	500.00
5373314 · Mitigation Monitoring	0.00	20,000.00
5373309 · Summer Hydrographics	63,071.15	115,000.00
5373310 · Winter Hydrographics	0.00	115,000.00
5373461 · Channel Marker Maintenance	0.00	30,000.00
<b>Total 5373000 · Maint. of Channel/Channel Exten</b>	63,071.15	280,500.00
<b>5374000 · Ebb Shoal / Offshore Projects</b>		
5374312 · Thomas Shoal Characterization	5,200.00	125,000.00
5374310 · Ebb Shoal Characterization	0.00	1,050.00
<b>Total 5374000 · Ebb Shoal / Offshore Projects</b>	5,200.00	126,050.00
<b>5375000 · Construction Programs</b>		
5375476 · North Shoreline Stabilization	0.00	30,000.00
5375475 · South Shoreline Repair	0.00	2,000.00
5375461 · North Jetty Lights	0.00	2,500.00
5375462 · Storm Management	0.00	300,000.00
5375472 · North Jetty Maint. and Repair	0.00	500,000.00
<b>Total 5375000 · Construction Programs</b>	0.00	834,500.00
<b>5376000 · Natural Resource Programs</b>		
5376309 · Marine Services	1,756.54	21,500.00
5376308 · Safety Management	0.00	500.00
5376307 · Web Site Enhancement(Web Cam)	180.00	20,000.00
5376306 · Public Awareness and Education	9,592.50	20,000.00
5376312 · Aerial Photography / Annual	0.00	15,000.00
5376318 · Coconut Point Stabilization	0.00	225,000.00
5376470 · Permitting Req./Compl. Rep'ting	0.00	1,000.00
<b>Total 5376000 · Natural Resource Programs</b>	11,529.04	303,000.00
<b>5377000 · Other Planned Projects</b>		

**Sebastian Inlet District**  
**Variance Report\_Rev. & Exp. FY Budget vs. Actual**  
**October through December 2025**

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	Oct - Dec 25	Budget
5377340 · Contract Labor	0.00	1,000.00
5377464 · Retilling of South Beach	0.00	25,000.00
<b>Total 5377000 · Other Planned Projects</b>	<b>0.00</b>	<b>26,000.00</b>
5378000 · Professional/Contract/Service		
5378640 · Project Related Equipment	0.00	1,500.00
5378310 · Eng./Surveying Consulting	0.00	15,000.00
<b>Total 5378000 · Professional/Contract/Service</b>	<b>0.00</b>	<b>16,500.00</b>
<b>Total Expense</b>	<b>993,848.93</b>	<b>10,880,700.00</b>
<b>Net Ordinary Income</b>	<b>5,384,605.44</b>	<b>83,886.00</b>
<b>Net Income</b>	<b>5,384,605.44</b>	<b>83,886.00</b>

## Sebastian Inlet District Variance Report\_Rev. & Exp. FY Budget vs. Actual October through December 2025

	% of Budget
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>3000000 · Revenues</b>	
3110100 · Ad Valorem Tax-Brevard Cty	82.0%
3110200 · Ad Valorem Tax-Indian River Cty	81.5%
<b>Total 3000000 · Revenues</b>	81.9%
<b>3340000 · Contracted State Funds</b>	0.0%
<b>3610000 · Other Revenue</b>	
3610200 · Interest Revenue	60.0%
<b>Total 3610000 · Other Revenue</b>	60.0%
<b>Total Income</b>	58.2%
<b>Gross Profit</b>	58.2%
<b>Expense</b>	
<b>5110000 · Commission</b>	
5110210 · Commissioners Payroll Taxes	0.0%
5110110 · Commissioners Compensation	24.0%
5110410 · Travel Out Of District/Conferen	8.2%
5110490 · Other Commissioners Expense/FRS	21.6%
<b>Total 5110000 · Commission</b>	21.1%
<b>5130000 · Financial and Administrative</b>	
5130120 · Salaries-Administrative	25.0%
5130121 · Salary-Support Staff	25.3%
5130150 · Retirement Contribution/FRS	22.9%
5130210 · Taxes-Payroll	24.7%
5130240 · Workers' Compensation	46.8%
5130250 · Employee Insurance	31.2%
5130320 · Accounting Audit	3.5%
5130321 · Accounting General	14.0%
5130400 · Employee Travel In Dist.	27.4%
5130401 · Employee Travel Out of Dist.	53.0%
5130402 · Technical Conferences	40.4%
5130410 · Telephone/ Internet Services	16.7%
5130411 · Other Communications	0.0%
5130430 · Utilities	29.9%
5130440 · Rent of Office Space	23.5%
5130441 · Copier/Fax Machine Lease	12.0%
5130450 · Insurance-General Liability	46.7%
5130460 · Equipment Maintenance	23.6%
5130470 · Printing	0.0%
5130491 · TRIM Compliance	0.0%
5130510 · Office Supplies	27.0%
5130511 · Postage	0.0%
5130512 · Other Supplies	31.1%
5130513 · Bank Fees and Charges	23.4%
5130520 · IT Tech Support/ Subscriptions	14.9%
5130540 · Publications	0.0%
5130541 · Special Meeting Expenses	0.0%
5130542 · Association Dues	59.6%
5130543 · General Administrative Expense	14.3%
5130550 · Office Equip/ IT Backup Server	12.0%
<b>Total 5130000 · Financial and Administrative</b>	24.9%
<b>5140000 · Legal Counsel</b>	
5140310 · Attorney-Administrative	4.8%
5140311 · Attorney-Project Related	0.0%
5140312 · Legal/Legis./Exec.	13.3%
5140313 · Attorney / Litigation	8.3%
5140314 · Attorney / Special	1.5%
5140490 · Legal Advertising	5.3%

## Sebastian Inlet District Variance Report\_Rev. & Exp. FY Budget vs. Actual October through December 2025

	% of Budget
<b>Total 5140000 · Legal Counsel</b>	7.1%
<b>5190000 · Governmental &amp; Tax Related Fees</b>	
5190310 · Appraiser Fees-Brevard Cty	45.2%
5190311 · Appraiser Fees-Indian River Cty	57.9%
5190312 · District Representation	0.0%
5190313 · Legisl. Research/Clipping Serv.	0.0%
5190491 · Tax Fees-Brevard Cty	75.7%
5190492 · Tax Fees-Indian River Cty	85.0%
<b>Total 5190000 · Governmental &amp; Tax Related Fees</b>	63.8%
<b>5370000 · Staff Engineer / Engineering</b>	
5370160 · Data Management and Inventory	0.0%
5370345 · Wave and Weather Station	0.0%
<b>Total 5370000 · Staff Engineer / Engineering</b>	0.0%
<b>5371000 · Sand Transfer System/Adv. Study</b>	
5371326 · DMMA & Maintenance	25.4%
5371314 · Non-Engineering Prof. Fees	0.0%
5371316 · Sediment Budget Studies	0.0%
5371318 · Aerial Photography	0.0%
5371470 · Permit Rel. Costs Federal	0.0%
5371471 · IMP/State of Inlet Report	52.8%
5371473 · Engineering / Design	0.0%
<b>Total 5371000 · Sand Transfer System/Adv. Study</b>	23.0%
<b>5372000 · Sand Trap Dredging</b>	
5372311 · Construction-Local Share	5.6%
5372470 · Permit Related Costs/Monitoring	8.5%
<b>Total 5372000 · Sand Trap Dredging</b>	5.8%
<b>5373000 · Maint. of Channel/Channel Exten</b>	
5373317 · Signage / Markers	0.0%
5373314 · Mitigation Monitoring	0.0%
5373309 · Summer Hydrographics	54.8%
5373310 · Winter Hydrographics	0.0%
5373461 · Channel Marker Maintenance	0.0%
<b>Total 5373000 · Maint. of Channel/Channel Exten</b>	22.5%
<b>5374000 · Ebb Shoal / Offshore Projects</b>	
5374312 · Thomas Shoal Characterization	4.2%
5374310 · Ebb Shoal Characterization	0.0%
<b>Total 5374000 · Ebb Shoal / Offshore Projects</b>	4.1%
<b>5375000 · Construction Programs</b>	
5375476 · North Shoreline Stabilization	0.0%
5375475 · South Shoreline Repair	0.0%
5375461 · North Jetty Lights	0.0%
5375462 · Storm Management	0.0%
5375472 · North Jetty Maint. and Repair	0.0%
<b>Total 5375000 · Construction Programs</b>	0.0%
<b>5376000 · Natural Resource Programs</b>	
5376309 · Marine Services	8.2%
5376308 · Safety Management	0.0%
5376307 · Web Site Enhancement(Web Cam)	0.9%
5376306 · Public Awareness and Education	48.0%
5376312 · Aerial Photography / Annual	0.0%
5376318 · Coconut Point Stabilization	0.0%
5376470 · Permitting Req./Compl. Rep'ting	0.0%
<b>Total 5376000 · Natural Resource Programs</b>	3.8%
<b>5377000 · Other Planned Projects</b>	

**Sebastian Inlet District**  
**Variance Report\_Rev. & Exp. FY Budget vs. Actual**  
**October through December 2025**

---

	<u>% of Budget</u>
5377340 · Contract Labor	0.0%
5377464 · Retilling of South Beach	0.0%
<b>Total 5377000 · Other Planned Projects</b>	<b>0.0%</b>
5378000 · Professional/Contract/Service	
5378640 · Project Related Equipment	0.0%
5378310 · Eng./Surveying Consulting	0.0%
<b>Total 5378000 · Professional/Contract/Service</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>9.1%</b>
<b>Net Ordinary Income</b>	<b>6,419.0%</b>
<b>Net Income</b>	<b>6,419.0%</b>



## **Public Outreach highlights**

**January 14, 2026**

### **Website highlights**

[www.sitd.us](http://www.sitd.us)

December website visits: 68,486; November visits: 78,288; October visits: 77,453

### **Completed and ongoing outreach tasks**

- November 20 Streamlines webinar – Amplify in Focus: Updating interior webpages (feature not available quite yet, but coming)
- Continuing work on Inlet Management Plan for website series; Received edits from Dr. Zarillo and James on first chapter; publication expected within days
- Participated in and promoted December 30 quarterly cleanup event
- Joining National Information Officers Association in January 2026

### **Social media**

[www.facebook.com/sebastianinletdistrict](https://www.facebook.com/sebastianinletdistrict)

[www.instagram.com/sebastianinletdistrict/](https://www.instagram.com/sebastianinletdistrict/)

Top three posts on Facebook (December and November):

- Dec. 24 – 70.7k reached (keep an eye out for right whales)
- Dec. 22 - 20.3k reached (dredging video – from the dredge to the DMMA)
- Dec. 30 – 10.9k reached (December 30 quarterly cleanup results/promo)
- Nov. 18 – 28.5k reached (Navigation notice regarding upcoming dredging)
- Nov. 5 – 26.2k reached (Feature on the completed north jetty project phase)
- Nov. 12 – 9.1k reached (webcam promo)

### **App**

District app downloads: iOS: 1318 (December: 1302) Android: 628 (December: 607)

## **Upcoming outreach projects/activities**

- Continuing outreach - sand dredging and beach placement project
  - Dredging updates on website, app and social media
  - FAQ page on website
- Jan 14 Streamlines webinar: Website Accessibility & Compliance
- Jan. 28 District overview presentation to Vero/Treasure Coast Kiwanis
- Publication of Chapter 1 of Inlet Management Plan series on website
- Working with Florida Today reporter on dredging article; News 13 indicated interest in airing story within next couple of weeks

## Sebastian Inlet District begins \$9 million channel dredging



Jim Waymer

Florida Today

Jan. 7, 2026, 5:03 a.m.

Boaters will benefit but first they must beware.

Sebastian Inlet District's contractor recently resumed dredging sand from inside the inlet as part of a \$9 million project to deepen the channel and spread some of the sand on beaches south of the inlet.

The reason for the warning: these same sort of underwater pipes a few years ago [resulted in bad damage to some boats](#).



A dredging company recently started deepening Sebastian Inlet. Sebastian.Inlet.District

Here's the project's upshot, according to the Inlet District:

### **What's happening, and why now?**

The district's contractor, ATL Diversified, Inc., will continue a sand dredging and beach renourishment project that began in the fall of 2024.



A dredging company recently started deepening Sebastian Inlet. Sebastian.Inlet.District

The project was not completed this past spring, in time for the onset of sea turtle nesting season when environmental laws prevent putting sand on the beach.

#### **How much sand?**

The project, funded in partnership with the Florida Department of Environmental Protection?will dredge about 130,000 cubic yards of sand from the inlet and its nearby sand trap and place it on the beaches south of the inlet (from the Sebastian Inlet State Park day use beach access south to McClarty Treasure Museum).

But first, it will put 40,000 cubic yards of sand from the inlet in a district-managed site on the north side of the inlet because that sand isn't clean enough to put on the beach.

#### **When will it end?**

Dredging is expected to be finished by March 30, when sea turtle nesting season begins again.

**CAUTION: SUBMERGED AND FLOATING PIPE ARE PRESENT. BOATERS MUST KNOW AND FOLLOW ALL MARINE NAVIGATION LAWS.**

For more information, please visit the Sebastian Inlet District website.  
[www.sitd.us/projects](http://www.sitd.us/projects)



### **Boaters be warned**

Navigation will be impacted while the dredge is in operation. But boaters can still use the inlet.

The U.S. Coast Guard issues local notices and the contractor install signs and buoys to identify safe navigation routes.

### **Project also could limit beach access**

On the south beaches, beach access may be temporarily limited during active sand placement and grading.

Project updates will be posted on the Sebastian Inlet District's [website](http://www.sitd.us) ([www.sitd.us](http://www.sitd.us)), its app (available for download at [www.sitd.us/get-the-sebastian-inlet-district-app](http://www.sitd.us/get-the-sebastian-inlet-district-app)), and on social media pages on Facebook and Instagram.

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## Sebastian Inlet dredges to maintain its channel and nearby beach

Every few years, Sebastian Inlet District must dredge to maintain its channel and nearby beach.

Sebastian Inlet District  
Jan. 6, 2026, 11:42 a.m. ET



## SEBASTIAN INLET DISTRICT

A multi-county, independent special taxing district created by the Florida State Legislature

### MEMORANDUM

**TO:** Sebastian Inlet District Commissioners  
**FROM:** David Barney, Chairman  
**DATE:** January 7, 2026  
**SUBJECT:** Commissioner Orientation Guide

During the past several months, the Commissioner Orientation Guide was collaboratively developed with the intent of being an adaptive guidance document for the Commission.

I would like to propose the Commission formally adopt the Commissioner Orientation Guide at the January 14, 2026, Commission Meeting.

# Sebastian Inlet District

## Commissioners Orientation Guide

(January 2026)

### History

- Sebastian Inlet is manmade. Visit the District's [history website page](#) for details about the numerous attempts to open the inlet.
- Created as an independent special taxing district in 1919 by special act of the Florida State Legislature, the Sebastian Inlet District was [chartered](#) to maintain the navigational channel between the Atlantic Ocean and the Indian River Lagoon.
- The Sebastian Inlet District routinely collaborates with marine scientists to conduct biological monitoring of the critically important habitats surrounding the inlet that support a broad range of different species.
- Important documents, including the District's annual Goals and Objectives, Charter, Inlet Management Plan and budget documents are available on the District's website at [www.sitd.us/about-sebastian-inlet-district](http://www.sitd.us/about-sebastian-inlet-district) within the "Transparency" section under the "About" tab on the home page.
- Critical District functions include erosion control, emergency beach and dune repair, shoreline stabilization and inlet infrastructure maintenance, public safety in navigation, and environmental monitoring and protection.
- The District is responsible for bypassing sand that migrates into the inlet system to downdrift beaches per the [Florida Beach & Shore Preservation Act](#), and conducts periodic dredging, channel maintenance, sand bypass and beach renourishment projects.
- The District has Memorandums of Understanding (MOUs) with Sebastian Inlet State Park and the Indian River County Commission in coordinating its responsibilities for bypassing sand. The [MOU](#) can be found on the District's website at [www.sitd.us/about-sebastian-inlet-district](http://www.sitd.us/about-sebastian-inlet-district) within the "Important Documents" section
- All new commissioners are to receive a copy of "100 Years at Sebastian Inlet"
- Additional information about the District and its mission is available within the District's ["Frequently Asked Questions"](#) section within the "Transparency" section under the 'About' tab on the home page.

### Features of Sebastian Inlet/Sebastian Inlet District

- The Sebastian Inlet Channel is the only chartered inlet between Cape Canaveral and Fort Pierce and is a local knowledge, fair-weather inlet used largely by smaller recreational fishing boats.
- The District's area of responsibility lies within Sebastian Inlet State Park (SISP). The District works in close partnership to the State Park but is a separate entity from the State Park, which operates under the authority of the Florida Department of Environmental Protection.

- The District is located within two adjacent counties: Indian River on the south side of the inlet and Brevard County on the north side.
- As a taxing agency, the District receives ad valorem taxes from homeowners within the District boundaries. A map of the District's boundaries is located on the [District's website](#).
- The District is responsible for maintaining the north jetty, south jetty, inlet channel and sand trap, Dredged Materials Management Area (DMMA), webcam, inlet channel shoreline stabilization and all inlet channel markers. Additionally, the District is responsible for channel markers east of the Sebastian River Bridge at U.S. 1.
- The District's [webcam](#) is located at the western end of the north jetty and is available on the District's website and app 24 hours a day.
- SISP is the most popular state park in Florida, with approximately 900,000 visitors annually
- The Indian River Lagoon has five inlets that connect it to the Atlantic Ocean. These inlets are Ponce de Leon Inlet, Sebastian Inlet, Fort Pierce Inlet, St. Lucie Inlet, and Jupiter Inlet.
- A [2023 Economic Analysis Report](#) determined that the inlet's annual impact to the region is \$1.1 billion
- The Sebastian Inlet Bridge that crosses the inlet is owned and maintained by the Florida Department of Transportation, not Sebastian Inlet District

### **By the numbers (District statistics)**

- Length of Inlet channel: 3,120 feet\*
  - Width of Inlet channel: 150 feet\*
  - Depth of Inlet channel: 9-12 feet\*
  - Semidiurnal Inlet tidal flow: 3-5 Billion Gallons per day
    - Enough to fill approximately 4,500-7,500 Olympic size pools per day
  - Length of North jetty: 1,000 feet\*
  - Length of South jetty: 575 feet\*
  - Frequency of channel dredging: Every 5-6 years\*
  - Size of sand trap (depression in Inlet channel): 42 acres\*
  - Size of Dredged Material Management Area (DMMA): 6 acres\*
  - Storage capacity of DMMA: 50,000 cubic yards \*
  - Height from mean high water line to north jetty deck: 12.5 feet \*
- \* (all numbers are approximate)

### **Charter**

- The Florida Legislature created the Sebastian Inlet as a special taxing in 1919. The District's [Charter](#) outlines the duties of its five-member board, election requirements and processes, public meeting requirements, financial requirements and related responsibilities.

## **FDEP Annual Inlet Report**

- [The FDEP Annual Inlet Report](#) is a document that tracks the performance of Florida's managed coastal inlets, focusing on how well they are bypassing sand to adjacent beaches to mitigate erosion. It summarizes the "bypassing" of sand, which is the process of moving sand from one side of an inlet to the other, to maintain a balanced [sediment budget](#).

## **Goals and Objectives**

- Pursuant to Chapter 189.0694, F.S. The District is required to publish an annual list of [performance measures and standards](#) by December 1 each year. The District also publishes on the website [goals and objectives](#) for the previous and upcoming fiscal year. They include Inlet Management Plan Implementation accomplishments and future objectives, inlet maintenance-related activities, grant-related activities and public outreach activities.

## **Inlet Management Plan**

- The [Sebastian Inlet Management Plan \(IMP\)](#) is a strategy adopted by the Florida Department of Environmental Protection (FDEP) to manage sand bypassing and mitigate beach erosion caused by the Sebastian Inlet. It outlines procedures for bypassing sand to restore and maintain the adjacent eroding beaches, aiming to replicate natural sand drift patterns that are disrupted by the inlet. The plan also addresses the need to maintain the navigational channel, which was initially created to relieve flooding in the [Indian River Lagoon](#). The state adopted IMP identifies an annual target bypass objective of 75,000 cubic yards per year for Sebastain Inlet.

## **Memorandum of Understanding**

- The District and Indian River County have a [Memorandum of Understanding](#) for the coordination of supplemental Downdrift nourishment and related coastal activities. The most recent iteration of the MOU was approved in June 2025 and has an initial term of 10 years, with a renewal option of five years.

## **State of the Inlet Report**

- In 2007, the Sebastian Inlet District entered into a long-term coastal modeling agreement with Florida Tech's (FIT) Ocean Engineering & Marine Sciences Department and Dr. Gary Zarillo to monitor sea level changes, natural sand transport and accumulation within the inlet system so the District could effectively and scientifically manage sand resources. The resulting [State of the Inlet Report](#) is developed each year to quantify the volume of sand contained in inlet reservoirs which helps determine the District's sand bypassing budget for periodic dredging projects and looks at morphological changes within the inlet system. Dr. Zarillo conducts complex modeling with long-term data sets that include; hydrodynamic data from the submerged wave gauge, meteorological data from the weather station and semi-annual hydrographic surveys showing depths throughout the entire inlet system. The report also identifies infilling patterns of the inlet's sand trap, a 42-acre depression that accumulates sand, as well as shoreline changes North and South of the inlet.

## Commissioners

- As an independent special district created by the State of Florida, the Sebastian Inlet District is governed by 5-member Commission with three (3) Brevard County seats and two (2) Indian River County seats.
- Property owners within the District's boundaries in Brevard and Indian River Counties can cast their vote for all eligible Sebastian Inlet District Commission seats during the general election held in November of each even-numbered year.
- Commissioners serve 4-year terms that are staggered, maximum of 12 years
- [Commission meetings](#) are held on the second Wednesday of each month and alternate between the [District's Indian River office](#), the [Sebastian Inlet State Park Fishing Museum](#) and the [North Indian River County Library](#) to ensure meetings are accessible to residents of Indian River and Brevard counties.
- Commissioners receive a monthly stipend as outlined in the Charter
- Commissioners are to receive a copy of Robert's Rules of Order, a widely recognized manual of parliamentary procedure used to conduct orderly and efficient meetings, especially in non-legislative organizations. It provides a framework for discussions, decision-making, and protecting the rights of both the majority and minority within a group.
- Commissioners will be provided a Type 2 Safety vest for project site visits.
- Biographies of current Commissioners are located at [www.sitd.us/board-of-commissioners](http://www.sitd.us/board-of-commissioners)

## Staff

- A three-person staff is responsible for day-to-day operations at the District. The Public Information Associate and the Senior Contracts/Accounting Manager support the Executive Director.
- **Executive Director**
  - The Executive Director is responsible for the general and day-to-day administration of the District, subject to the direction and authority of the Commission.
  - The Executive Director is responsible for the overall management and administration of the District, including but not limited to; financial oversight, operational activities and personnel management, coastal engineering and supporting biological monitoring, project management, securing and managing grants and long-term strategic planning.
  - The Commission annually conducts a job performance review of the Executive Director. The review will occur one month prior to the Executive Director's hiring anniversary. Current Executive Director job performance review will occur in April of each year and be discussed at the May monthly Commission meeting. A copy of the Executive Director Performance Evaluation document is located in the appendix of this Orientation Guide.
- **Public Information Associate**
  - This position reports to the Executive Director.
  - The Public Information Associate is responsible for communicating information about government initiatives projects, programs, and services to the public, fostering

transparency, and building relationships with community members. This includes developing and implementing communication strategies, creating informative materials, and organizing public events.

- The Public Information Associate is responsible for maintaining and updating information on the District's [website](#) and [app](#), maintaining an active and responsive social media presence, giving presentations about the District's mission and completing all outreach activities as directed by the Executive Director.
- This position assists with monthly Commission meeting preparation and other administrative support duties as assigned by the Executive Director.

- **Senior Contracts/Accounting Manager**

- This position reports to the Executive Director.
- The manager is tasked with ensuring the smooth operation of the District financial operations and internal controls.
- Primary duties include managing all aspects of the District's financial responsibilities such as budgeting, financial reporting, payroll, the annual Truth in Millage (TRIM) process, Florida Department of Financial Services requirements and external audits.

### **Budget**

- The Commission is responsible for approving the District's annual budget. District staff develops the budget with direction from the Commission. The draft budget process is usually between June and August each year with staff presentations to the Commission, followed by a Tentative and Final Budget Hearing in September. The District implements a project-based budget funding strategy where annual budget increases or decreases are heavily dependent on the number of District projects anticipated in each upcoming budget year. The current and past budget documents are located on the [District's website](#).
- **Setting a millage rate**
  - The Sebastian Inlet District sets its millage rate through Truth in Millage Act (TRIM). The millage rate is the rate at which property taxes are levied on the assessed value of property within the district.
    - Hearings for the tentative and final Millage and Budget hearings occurs in September
    - The District's fiscal year is October 1 – September 30 each year.
- **Grants**
  - As outlined in its charter, Sebastian Inlet District relies primarily on property tax (ad valorem) for its governmental activities. District staff actively pursue grants from the State of Florida to supplement its funding for sand-bypassing projects, construction projects and environmental monitoring.

- **Cost-sharing**

- The Sebastian Inlet District often utilizes cost-sharing mechanisms for projects like beach renourishment and inlet maintenance, primarily with the [Florida Department of Environmental Protection \(FDEP\)](#). These arrangements typically involve the state covering a significant portion (up to 100 percent) of the project costs, with the District contributing the remaining share. This approach helps manage the financial burden of large-scale projects on the local community.

## Monitoring

One of the District's critical functions is environmental monitoring and protection. The District routinely collaborates with marine scientists to conduct biological monitoring of the critically important habitats surrounding the inlet that support a broad range of different species.

- Since 2007, the District has monitored seagrass growth in a 145-acre shoal study area located within the Indian River Lagoon.
  - The inlet's seagrasses have fared better than in some other areas of the lagoon because the Sebastian Inlet provides tidal flushing — and improved water quality for seagrass growth — from the Atlantic Ocean.
  - The [annual Seagrass Monitoring Report](#) is available for review on the District's website.
- Employing a science-based approach, the District continuously monitors the accumulation of sand in the 42-acre depression within the inlet (known as the sand trap) and the navigational channel through its research partnership with Florida Tech and semi-annual bathymetric surveys of the entire inlet system and backwaters.
- The District collaborates with scientists to monitor the nearshore hardbottom reef just South of Sebastian Inlet and area beaches located within the Archie Carr National Wildlife Refuge. Hardbottom monitoring, as well as pre- and post-dredging monitoring is required by permit and eligible for FDEP grant reimbursements.

## Projects

- Central to our mission in maintaining the navigational channel connecting the Indian River Lagoon and the Atlantic Ocean, the Sebastian Inlet District is responsible for bypassing sand that migrates into the inlet system to downdrift beaches per the [Florida Beach & Shore Preservation Act](#), and conducts periodic dredging, channel maintenance and beach renourishment projects every 4-5 years. Projects also include shoreline stabilization and channel marker maintenance when needed.

Examples of projects in recent years include:

- Armoring the shoreline on both sides of the District channel in 2022.
- Replacing/upgrading the north jetty navigation light in October 2022
- Emergency repairs to the north jetty in December 2022 (following Hurricane Nicole)

- Sand placement projects in 2023 and 2025
- Rebuilding and improving a 210-foot section of the north jetty in 2025

### Glossary of Terms

- **Crib structure** — The north jetty is built atop a crib structure, a concrete framework of columns, which serves to stabilize the inlet and manage sand movement. The crib structure, along with the jetty, helps dissipate wave energy, maintain the navigational channel, and facilitate sand bypassing to nourish downdrift beaches. This prevents erosion and ensures safe navigation for boats.
- **Downdrift beaches** — The beaches immediately south of Sebastian inlet. In the context of coastal processes, downdrift refers to the direction along a coastline where littoral drift (or longshore transport) moves sediment. The north and south jetties, which are built perpendicular to the shoreline, can interrupt the natural flow of sediment and cause significant erosion on the downdrift side.
- **Dredged Materials Management Area or DMMA** — The DMMA is a designated location for the disposal, processing, or beneficial reuse of material dredged from waterways. Located on the north side of Sebastian Inlet State Park, west of the Sebastian Inlet Bridge, this six-acre area is crucial for managing sediment and debris removed during dredging operations, which are often necessary to maintain navigable waterways. The six-acre site offers the District the ability to separate beach-quality material from inferior material, as well as store beach-quality sand for emergency uses. The site can hold approximately 50,000 cubic yards of sand.
- **Dredging** — Dredging an inlet refers to the process of removing accumulated sediments like sand, silt, and clay from the bottom of an inlet or waterway. This underwater excavation is primarily performed to maintain or improve the navigability of the inlet for vessels. Beach compatible dredged materials are transported to the downdrift beaches.
- **Ebb Shoal** — A large underwater accumulation of sand immediately south and offshore of the south jetty, formed by the interaction of tidal currents and waves. The ebb shoal is dynamic and changes shape and position over time. Understanding ebb shoal dynamics is crucial for coastal management, as they impact navigation, beach erosion, and flooding.
- **Flood Shoal** — The flood shoal is a large underwater accumulation of sand located within the interior Sebastian Inlet. The flood shoal is also a shallow area characterized by seagrass beds that are vital to the ecosystem. These seagrass beds are a haven for a diverse range of marine life, including fish and invertebrates.
- **Hardbottom Reef** — "Hardbottom Reef" refers to areas where the seafloor is composed of natural rocky or otherwise solid substrate, such as limestone, coquina, or relic reefs, rather than soft sediments like sand or mud. Hardbottom reefs provide essential and crucial habitat for various marine organisms and can be characterized by different biological communities depending on depth and latitude.
- **Jetty** — Is a coastal structure used to aid in safe navigation through a waterway. A north and south jetty is located at the mouth of Sebastian Inlet and function as barriers for beach erosion, influence water currents and protect the inlet channel.

- **Sand Budget** — A sand budget refers to the balance between the amount of sand entering and leaving a specific coastal area (a littoral cell) over a period of time. It essentially tracks the "inflow" and "outflow" of sand, much like a financial budget tracks income and expenses. Understanding the sand budget is crucial for managing and predicting coastal changes, such as erosion and accretion.
- **Sand Bypassing** — The process of artificially transferring sand across an obstruction, like a jetty or inlet, to maintain the natural flow of sand along a coastline. This helps prevent erosion on the downdrift side (the side the sand is being moved away from) and accretion on the updrift side (the side where sand is accumulating). Essentially, it's a way to mimic the natural movement of sand that would occur if the inlet wasn't there.
- **Sand Trap** — An underwater 42-acre depression adjacent to the inlet channel, west of the Sebastian Inlet Bridge, designed to capture and accumulate sand and sediment migrating into the inlet system. The District dredges the sand trap when needed (every five or six years), using the beach-quality sand to replenish downdrift beaches.

### **Appendix**

Executive Director Performance Evaluation (Pages 9-10)

Commissioners' responsibilities (Pages 11-13)

The Commission will conduct an annual performance evaluation of the Executive Director in April each year and be discussed at the May monthly Commission meeting. A copy of the performance evaluation is **shown below**:

Sebastian Inlet District

Executive Director Performance Evaluation

Employee Name: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

CATEGORY	RATING (select 1-4 from dropdown)
<b>I. Relations with Board of Commissioners</b>	
1. Keeps the Commission informed in an appropriate and timely manner about matters critical to the District	Choose One
2. Anticipates and follows up promptly on Commissioners' requests for information or action	Choose One
3. Is available to the Commissions on official business either personally or through a designated subordinate	Choose One
4. Advises the Commission of relevant legislation and developments that may affect District governance and function	Choose One
5. Anticipates, plans, and sets priorities for future needs, programs, and potential challenges confronting the District	Choose One
<b>II. Administrative Management of District</b>	
1. Ensures compliance with the District's Charter and other laws and regulations governing the District	Choose One
2. Develops, recommends, reviews, implements, monitors, and updates the District's strategic plans as approved by the Board	Choose One
3. Develops, recommends, implements, administers, reviews, and monitors the District's budgets as approved by the Board	Choose One
4. Ensures compliance with federal, state, and local reporting requirements governing the District	Choose One
5. Ensures compliance with the bookkeeping and accounting requirements applicable to the District	Choose One
6. Directs, coordinates, and manages District employees, consultants, contractors, and subcontractors with good attitude and initiative	Choose One
<b>III. Communications</b>	
1. Coordinates and attends all Board meetings and ensures that all meetings are properly noticed and recorded	Choose One
2. Coordinates effectively with other governmental agencies (federal, state, and local) in representing the District's programs and projects	Choose One
3. Represents the District, attends public meetings, and is available and visible to the public in an appropriate manner	Choose One
4. Promotes the District's interests, policies, and objectives with agencies and the public accurately and effectively	Choose One
5. Directs public credit to the Commission in its role as the District's governing body	Choose One

**Rating Legend**

- 4 = Exceeds job requirements and expectations
- 3 = Meets job requirements and expectations
- 2 = Job performance needs improvement
- 1 = Job performance below minimum requirements

Sebastian Inlet District  
Executive Director Performance Evaluation

Additional Comments:

**Overall Job Performance (Pick One):**

Choose One

**Recommendation (Write in where appropriate):**

1. Cost of Living Increase \_\_\_\_\_ %
2. An additional increase in annual salary should be granted based on performance and merit. Percentage Increase \_\_\_\_\_ %
3. Total annual salary increase (1. Cost of Living + 2. Merit) \_\_\_\_\_ %
4. Other salary adjustment:
5. An increase is not recommended at this time

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

## Commissioners' Responsibilities

New Commissioners are encouraged to download and refer to the [Special District Handbook](#) published under authority of the State of Florida, Department of Community Affairs.

**Attendance:** Commissioners are expected to attend meetings unless excused. Absences may be excused by the chair for cause. The absence will be noted as an excused absence or unexcused absence by the chair at the meeting. The determination of the chair is final, unless overridden by a majority of the commissioners present. In order to seek an excused absence, a commissioner should notify the chair in advance of the proposed absence, or the executive director well in anticipation of the meeting, and at least three days before the meeting. Requests to excuse an absence after the meeting will be approved only upon showing that exigent circumstances prevented a timelier request. In determining whether to excuse an absence, the chair will consider the timeliness of the request; the reason for the request; whether a quorum will be present, the time of the year (summer months) and any other factor deemed relevant to the request.

Examples of reasons for excused absences include the following:

1. Illness or injury
2. Emergency
3. Prior scheduled vacation
4. Business necessity

**Agendas** The executive director, in conjunction with the chair, will provide the agenda. Any commissioner may request that an item be placed upon the regular meeting agenda. Requests should be made at least seven days before the meeting. For a special meeting, requests must be made at least 14 days before the meeting, in order to accommodate advertising. The executive director should distribute and post the agenda as soon as is feasible. The general outline for conduct of business will be as follows:

- I. Call to Order
- II. Approval of Minutes
- III. Additions and deletions (for current meeting agenda)
- IV. Presentations
- V. Information and Discussion Agenda
  - A) Executive Director's Reports:
- VI. Consent Agenda
  - A) Authorized Work for Commission Review:
  - B) Recommended for Approval:

VII. Public Comment on Consent Agenda Items

VIII. Board Vote on Consent Agenda

IX. Public Outreach Activities

X. Park Matters (SISP Manager)

XI. Legal Counsel Update

XII. Public Comment Period

XIII. Commissioners Items

XIV. Unfinished Business

XV. New Business

XVI. Monthly Financial Statement

XVII. Adjournment

**Attendance by Remote Device:** Attendance by telephone or teleconference should only be used where illness or special circumstances make attendance in person infeasible. It should only be used when there is a quorum present (in the meeting room) and a speaker device allowing all commissioners and the public to hear the entire conversation.

**Rulings of the Chair:** In conducting the meeting, the chair's rulings and determinations may be overridden by a majority vote of the commissioners.

**Robert's Rules of Order:** To the extent applicable, and consistent with specific provisions of the charter, general law or these By-laws, the provisions of the most current editions of [Robert's Rules of Order](#) will be referred to in conducting meetings. However, such Rules should not be used to frustrate the conduct of business or the will of the majority and may be suspended by vote of the majority.

**Election of Officers:** On the first meeting after new commissioners are elected, the five Commissioners will elect a Chairperson, Vice Chairperson, Secretary and Treasurer to hold office for two years.

- New commissioners should be aware that any communications they make related to the district after they are elected and before they are sworn-in are subject to the Florida Sunshine Law.
- Upon election the Executive director will generate a District email address for the new commissioner and provide digital tools such as word processing for the commissioner to utilize to perform district related tasks.

- New commissioners will receive a tutorial on utilizing the archive feature of the Erdman camera system to review firsthand environmental effects on District infrastructure, real-time and over time.

- The [webcam](#) archive access is located at the bottom of the selected image:



Sep 17, 2025 at 11:54 AM Sep 17, 2025 at 11:19 AM Sep 17, 2025 at 10:53 AM Sep 17, 2025 at 10:19 AM Sep 17, 2025 at 9:46 AM

Image Archive: [Desktop](#) | [Mobile](#) | [Hide Recent Images](#)

- Clicking the “desktop” or “mobile” link takes the viewer to a calendar containing the archived images saved each day.

DRAFT



# SEBASTIAN INLET DISTRICT

A multi-county, independent special taxing district created by the Florida State Legislature

## MEMORANDUM

**TO:** Sebastian Inlet District Commissioners  
**FROM:** TJ Marshall, Commissioner  
**DATE:** January 7, 2026  
**SUBJECT:** Inter-meeting actions & policy implications for consideration of addition to Chairman's New Commissioner Manual

A recent incident of a video circulated by the Executive Director (ED) on December 23<sup>rd</sup>, has raised some issues focused on how non-agenda item related activities between meetings are handled; particularly when there is a clear lack of unanimity among commissioners regarding the action. Wrapped within this is the integrity of the Sunshine Law, its applicability to limit cross-commissioner discussion on items before the commission as well as the clear defining of role the ED is asked to play to forthrightly assist Commissioners in adherence to the Sunshine Law.

In this instance, a commissioner raised concerns to the ED that due to some commentary regarding fishing regulations (similar but not the same to discussion that had made the Commission's last meeting agenda) within the video, the commissioner would not support posting to the Commission's website.

Immediately below is a timeline from the Commissioner's perspective which includes notations entitled "ISSUES" and "POLICY POINTS FOR THE COMMISSION" simply as thoughts to facilitate contemplation for meeting discussion.

Attached are materials the Commissioner requested from the ED to generate for staff perspective.

Appreciate your time and attention to this matter.

## COMMISSIONER TIMELINE

Tues., Dec 23 – ED emails commissioners a YouTube video link noting:

“Please find the very good Sebastian Daily video interviewing Captain Terry Wildey (Big Easy Charters) on the dredging project and public awareness about navigation during construction. “

NOTE: ED does not convey this video has already been posted to the SITD website.

---

**Fri., Dec 26 – Commissioner replies with a concern about the video:**

“While I liked most of the video, the red snapper topic toward the end is shoal ground. I would not recommend others to view this and definitely not post or link to on our website to avoid perception that SITD supports that view.”

(Underline/italics added for emphasis)

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**Mon., Dec 29<sup>th</sup> 8:50am – ED replies to Commissioner**

“... I do understand your point about the red snapper topic. We have added a disclaimer on our website.”

ISSUE: ED does not directly convey to a commissioner (who expressed concern not to post the video) that the video is already on the SITD website.

ED only infers this has occurred and that the commissioner’s concerns have been addressed with the addition of a disclaimer.

---

**Mon., Dec 29<sup>th</sup> 10:50am – Commissioner asks the ED for clarity:**

“Did the Chairman authorize the posting of this on our website knowing that [a fellow commissioner] advised you of my concerns?”

### **POLICY POINT FOR COMMISSION:**

When there clearly is no unanimity on an action outside of a meeting, what is the policy?

Chairman decides?

Are issues deferred to a meeting?

---

**Mon., Dec 29<sup>th</sup> 11:01am – Commissioner follows up clearly stating position to ED**

“If this does not have the Chairman's approval my request is it comes down immediately and we add it to the agenda for the next week where we can discuss and get input of legal counsel.

---

**Mon., Dec 29<sup>th</sup> 11:12am – Commissioner follows up to ED**

“My apologies for the multiple emails but having 8 years experience in fisheries management I have seen small things like this blow up in unimaginable ways. Fisheries rules are VERY controversial - we got just a little taste when the Park changed their hours and it limited when people could fish on the southside of the park.

Did we push out this video via email or some other messaging? The language in your email that the video "has received an incredible amount of support from the community" gives me concern.”

---

**Mon., Dec 29<sup>th</sup> 12:49pm – ED replies to Commissioner**

“The video was already posted on our website prior to you raising your concerns and yes, concerns were generally relayed to the Chairman.”

ISSUE:

Lack of forthrightness by staff to a commissioner.

Multi-day delay to simply & clearly state the facts that the video had already been posted.

**POLICY POINT FOR COMMISSION:**

Should the ED’s annual evaluation include assessment of how the ED executes the role of inter-meeting communicator between commissioners?

---

**Mon., Dec 29<sup>th</sup> 12:56pm – ED follows up to Commissioner**

“The video and its content was discussed with the Chairman prior to posting on our website on December 23rd.”

ISSUE:

ED forthrightness. Avoidance in answering the commissioner question of whether Chairman approved of the video staying on the SITD site with the knowledge that a fellow commissioner expressed concerns and requested it come down until being discussed at next meeting.

---

**Mon., Dec 29<sup>th</sup> 1:13pm – ED again follows up to Commissioner**

“We posted the video on our website and on Facebook. Please find the posting analytics below.”

---

**Mon., Dec 29<sup>th</sup> 3:39pm – Commissioner follows up to ED**

“... yes, please add this to the agenda. I encourage you to discuss with Chairman Barney in more detail so he can place it appropriately. I recommend you advise him that a commissioner is requesting staff create a timeline of yours and Ed's actions on the matter for the pre-meeting packet so all can have that to reference before and at the meeting.

Of particular significance to me James will be when and how you advised Chairman Barney that a commissioner had expressed concerns about the You Tube video you circulated to Commissioners Dec 23rd without mention that this was already posted on our website.

As well, if/how Chairman Barney was advised or decided when a commissioner learned it was on our website and requested it be taken down until we could discuss at the upcoming meeting.

Finally, where on the timeline legal counsel was integrated to the concept of the 'disclaimer'.

We'll get it right and keep y'all in a better place of not having to be co-opted into situations like this...”

Happy New Year to you both.



# SEBASTIAN INLET DISTRICT

A multi-county, independent special taxing district created by the Florida State Legislature

## MEMORANDUM

**TO:** Commissioner Marshall  
**FROM:** James D. Gray, Jr., Executive Director   
**DATE:** January 5, 2026  
**SUBJECT:** Sebastian Daily Video – Staff website posting timeline

Pursuant to your request, please find a timeline of staff actions leading up to and following posting of Sebastian Daily's video on the District website. For reference and context, I have also included our email exchange on the subject.

# Sebastian Daily YouTube Video: Sebastian Inlet Fishing and Dredging Update - Vital Safety Tips for Boaters

## Sebastian Inlet District Video Posting Timeline December 23, 2025 - January 14, 2026

		Tue, 12/23/2025		Dec 22, 2025							Dec 29, 2025					Jan 5, 2026					Jan 12, 2026																		
		1	Day Increments	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18								
TASK	START	END	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S									
<b>Task 1: Sebastian Daily YouTube Video Posting</b>																																							
1.1 - Chairman Barney Notified Staff of Sebastian Daily Video (11:30 AM)	12/23/25	12/23/25		█																																			
1.2 - Staff Transmitted email to Commission RE: Sebastian Daily Video (1:51 PM)	12/23/25	12/23/25		█																																			
1.3 - Staff Reviewed Sebastian Daily Video & Posted to Facebook and SID Website (1:30 PM - 2:00 PM)	12/23/25	1/14/26	█																																				
<b>Task 2: Commissioner Marshall Correspondence</b>																																							
2.1 - Comm. Marshall email recommending not posting video due to Red Snapper commentary towards the end of the video (9:29 AM)	12/26/25	12/26/25					█																																
2.2 - Staff added disclaimer on website RE: sharing the video is for informational purposes (8:45 AM)	12/29/25	12/29/25												█																									
2.3 - Staff generally relayed Comm. Marshall concerns to Chairman Barney during an onsite meeting at the DMMA (10: 00 AM - 11:30 AM)	12/29/25	12/29/25												█																									
2.4 - Multiple email exchange ensued between staff and Comm. Marshall (following staff meeting with Chairman Barney) (10:50 AM - 1:13 PM)	12/29/25	12/29/25												█																									
2.5 - Staff informed Legal counsel of Comm. Marshall concerns about the video and posted disclaimer (2:00 PM)	12/29/25	12/29/25												█																									
2.6 - Comm. Marshall requested to be added to the January 14, 2026 agenda and a video posting timeline from staff (3:39 PM)	12/29/25	12/29/25												█																									
2.7 - Continued discussion with Chairman Barney RE: YouTube Video and Comm. Marshall's Request to be on the January 14, 2026 Agenda (10:15 AM)	12/30/25	12/30/25													█																								
<b>Task 3: January 14, 2026 Commission Meeting</b>																																							
3.1 - Commission Item Discussion (~4:30 PM)	1/14/26	1/14/26																																					

SIMPLE GANTT CHART by Vertex42.com  
<https://www.vertex42.com/ExcelTemplates/simple-gantt-chart.html>

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**Re: Sebastian Daily - Interview with Big Easy Charters RE: Dredging Project**

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**From** TJ Marshall <tjmarshall@sitd.us>  
**Date** Mon 12/29/2025 3:39 PM  
**To** James Gray <jgray@sitd.us>  
**Cc** Edward Garland <egarland@sitd.us>

Oh I see, in the advocacy biz this is called "co-opting". We have no idea now who might be sending around a link to our website or Facebook page that says "hey watch this video, towards the end the Captain talks about how Red Snapper should be managed".

I'm sure if the commentary by the Captain had been about the change of hours the park is doing on the southside of the inlet, the co-opting would have been more obvious.

So yes, please add this to the agenda. I encourage you to discuss with Chairman Barney in more detail so he can place it appropriately. I recommend you advise him that a commissioner is requesting staff create a timeline of yours and Ed's actions on the matter for the pre-meeting packet so all can have that to reference before and at the meeting.

Of particular significance to me James will be when and how you advised Chairman Barney that a commissioner had expressed concerns about the You Tube video you circulated to Commissioners Dec 23rd without mention that this was already posted on our website.

As well, if/how Chairman Barney was advised or decided when a Commissioner learned it was on our website and requested it be taken down until we could discuss at the upcoming meeting.

Finally, where on the timeline legal counsel was integrated to the concept of the 'disclaimer'.

We'll get it right and keep y'all in a better place of not having to be co-opted into situations like this. If anything, this video has laid out a template for how Ed might go about educating people when projects are in process in the future. We have a boat after all and have the ability to easily generate our own content in the future.

Happy New Year to you both.

All the Best,  
TJ

TJ Marshall  
Sebastian Inlet Taxing District  
Commissioner District 1  
tjmarshall@sitd.us

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**From:** James Gray <jgray@sitd.us>  
**Sent:** Monday, December 29, 2025 1:13 PM  
**To:** TJ Marshall <tjmarshall@sitd.us>  
**Cc:** Edward Garland <egarland@sitd.us>  
**Subject:** Re: Sebastian Daily - Interview with Big Easy Charters RE: Dredging Project

We posted the video on our website and on Facebook. Please find the posting analytics below.

As of this email:

- The posting on Facebook has over 2100 views, 13 reactions, and 2 positive comments
- The posting on the SID webpage had 19 views, no comments.
- The Sebastian Daily YouTube posting had 17 positive comments. Some are captured below.

Please let me know if you have any questions.

James



Boost



<https://www.youtube.com/watch?v=s2wyiEmuF-Q>

December 23, 2025, 12:02 PM  
ID: 1302020888608740

Interactions

13 reactions   2 comments   0 shares

Overview   Performance   Feed preview

Performance

**Overview**

Views ⓘ	Interactions ⓘ	Link clicks ⓘ	Follows ⓘ
2,122	15	61	0

17 Comments   Sort by

- Add a comment...
- @arone0424 8 days ago  
Best day fishing of my life on the big easy.  
2   Reply  
1 reply
- @SebastianInletFishing 9 days ago  
Captain Terry Wildey of the Big Easy Fishing Charters has 5 decades of local knowledge. This video talks about the dredging and local fishing history.  
2   Reply
- @Chief8425 6 days ago  
Headed back down to your area in 2 weeks. Can't wait to do some fishing!  
1   Reply  
1 reply
- @WayneLandry-m9n 8 days ago  
Hey Andy, that was a really cool and necessary video! Awesomely done sir! I agree with everything Capt. Terry said. Especially about all the sand from the beaches, and how much it moves in, and changes the inlet from week to week, heck I've even seen it change for gets rough on the beaches. He knows like i know whats up at the inlet. Tell him i said hello, and great job!! Thanks.  
2   Reply  
2 replies
- @robertpowell5447 8 days ago  
Good job Capt Terry  
2   Reply  
1 reply
- @njsurfrider 8 days ago  
Super interesting. Learned a bunch.  
1   Reply  
1 reply
- @brianbickhaus9081 8 days ago  
Great Video!

From: TJ Marshall <tjmarshall@sitd.us>  
Sent: Monday, December 29, 2025 11:12 AM  
To: James Gray <jgray@sitd.us>

**Cc:** Edward Garland <egarland@sitd.us>

**Subject:** Re: Sebastian Daily - Interview with Big Easy Charters RE: Dredging Project

My apologies for the multiple emails but having 8 years experience in fisheries management I have seen small things like this blow up in unimaginable ways. Fisheries rules are VERY controversial - we got just a little taste when the Park changed their hours and it limited when people could fish on the southside of the park.

Did we push out this video via email of some other messaging? The language in your email that the video "has received an incredible amount of support from the community" gives me concern.

TJ Marshall  
Sebastian Inlet Taxing District  
Commissioner District 1  
tjmarshall@sitd.us

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**From:** James Gray <jgray@sitd.us>  
**Sent:** Monday, December 29, 2025 8:50 AM  
**To:** TJ Marshall <tjmarshall@sitd.us>  
**Cc:** Edward Garland <egarland@sitd.us>  
**Subject:** Re: Sebastian Daily - Interview with Big Easy Charters RE: Dredging Project

Good morning Commissioner,

Thank you for your input.

The portions of the video that discuss the dredging project and SI navigation perspectives by Captain Wildey has received an incredible amount of support from the community. However, I do understand your point about the red snapper topic. We have added a disclaimer on our website.

James

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**From:** TJ Marshall <tjmarshall@sitd.us>  
**Sent:** Friday, December 26, 2025 9:29 AM  
**To:** James Gray <jgray@sitd.us>  
**Subject:** Re: Sebastian Daily - Interview with Big Easy Charters RE: Dredging Project

While I liked most of the video, the red snapper topic toward the end is shoal ground. I would not recommend others to view this and definitely not post or link to on our website in order to avoid perception that SITD supports that view.

I'll reach out to Andy Strelcheck with the National Marine Fisheries Service Southeast Center that directly oversees the development of the red snapper season in Federal water off the east coast of Florida . I'll try to get some details from the agency regarding the 2026 red snapper season.

In just some basic research it appears the concept of a 30 day season the Captain speaks of is really based on an application for an EFP (Exempted Fishing Permit) to be approved. EFP's are usually granted only for research purposes and in much smaller percentages of quantities of catch limit to be caught.

TJ Marshall  
Sebastian Inlet Taxing District  
Commissioner District 1  
tjmarshall@sitd.us

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**From:** James Gray <jgray@sitd.us>  
**Sent:** Tuesday, December 23, 2025 1:51 PM  
**To:** James Gray <jgray@sitd.us>  
**Cc:** Shawn L. Demers <shawn.demers@gray-robinson.com>  
**Subject:** Sebastian Daily - Interview with Big Easy Charters RE: Dredging Project

Good afternoon Commissioners,

Please find the very good Sebastian Daily video interviewing Captain Terry Wildey (Big Easy Charters) on the dredging project and public awareness about navigation during construction.

<https://www.youtube.com/watch?v=s2wyiEmuF-Q>

Merry Christmas and Happy Holidays!

Regards,

James



**James D. Gray, Jr.**

Executive Director  
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