



**Regular Board Meeting
of the
Captiva Erosion Prevention District**

South Seas Island Resort,
Alpha Cone Room
Captiva, Florida 33924

Monday, June 10, 2019
1:00 P.M.

**CEPD Regular Board Meeting
June 10, 2019
Table of Contents**

Agenda	3-5
May 13, 2019 Regular Meeting Minutes	6-8
Financial Report	9-16
Redfish Pass Sand Search and Borrow Area Design	19-33
Resolution 2019-03	17-18
FY2019-2020 Draft Budget	34
Tentative Apportionment Update	
Maxwell Hendry Simmons Quote	35-38
Carroll and Carroll Quote	39-44
Captiva Island Historical Society	45
Parking Lot Title Searches	
Customer File #: Parking Lot	46-49
Customer File #: 00001.2020	50-52
Customer File #: 00001.0010	53-56
Customer File #: 00003.0050	57-60
Advocacy Letters	61-64
FDEP Local Government Funding Request – APTIM	65-77
Year 5 Post Construction Physical Monitoring and Engineering Report Services – Resolution 2019-06	TBD at mtg 78-79
Blind Pass Inlet Management Plan	80-105
19LE3 – DEP Hurricane Irma Assistance	106-134
SOP Commissioner Assistance	135-141
Parking Meter Warranties	142
Funds to Florida Prime - Resolution 2019-05	143-144
Sea Level Rise	145-146

Agenda
of the Regular Meeting of the
Captiva Erosion Prevention District
South Seas Island Resort, Alpha Cone Room
June 10, 2019 @ 1:00 P.M.

1. Call to Order
2. Roll Call
3. Approval of May 13, 2019, Meeting Minutes
4. Public Comment
5. Financial Report ending May 31, 2019
6. Old Business
 - a. USACE – Jackie Kaiser
 - b. Redfish Pass Sand Search and Borrow Area Design
ACTION REQUESTED: Execute Resolution 2019-03
WHY ACTION IS NECESSARY: To approve expenditures for Redfish Pass Sand Search and Borrow Design Area in the amount of \$350,000 for FY2020
WHAT THE ACTION ACCOMPLISHES: Approves APTIM to conduct a comprehensive geophysical and geotechnical sand search for Redfish pass as a possible sand source
 - c. FY2019-2020 Draft Budget
ACTION REQUESTED: Motion to approve tentative general budget
WHY ACTION IS NECESSARY: To have a tentative budget that can be used for TRIM notices and requirements
WHAT THE ACTION ACCOMPLISHES: Approval of the tentative general budget allows Administrator to move forward to meet the requirements for the TRIM notices
 - d. Tentative Apportionment Update
ACTION REQUESTED: Motion to approve quote from Maxwell Hendry Simmons in the amount of \$8,600 or Carroll and Carroll for \$6,000
WHY ACTION IS NECESSARY: To choose a company for an outside appraisal for CGWIA right-of-way and Sunset Captiva common element appraisal on Strap #03-46-21-00-0006.00CE and 35-45-21-00-0006.00CE
WHAT THE ACTION ACCOMPLISHES: Obtains a private appraisal of the CGWIA right of way and Sunset Captiva common element, to be used in the tentative apportionment

- e. Captiva Island Historical Society
ACTION REQUESTED: Motion to approve sponsorship of the film “Sands of Time: The Past and Future of Erosion on Captiva” in the amount of \$10,000
WHY ACTION IS NECESSARY: To approve sponsorship of film for future use
WHAT THE ACTION ACCOMPLISHES: Sponsoring this film would allow CEPD to have the rights to use it in the future, possibly incorporating it into our own historical project
- f. Parking Lot Title Searches
ACTION: Review for informational purposes.
- g. Parking Lot Survey Update
ACTION: No action needed by Board
- h. Advocacy Letters
ACTION: Review for informational purposes

7. New Business

- a. FDEP Local Government Funding Request FY2020-21
ACTION REQUESTED: Motion to approve hiring APTIM for a lump sum of \$12,700
WHY ACTION IS NECESSARY: To hire experienced professionals to guide us through the State funding for the 2020/2021 Beach Renourishment Project
WHAT THE ACTION ACCOMPLISHES: Hires APTIM to provide service in support of CEPD for submittal of its LGFR for FY2020/21, to include program planning, document review, cost estimates, preparing and submitting the application for the funding request, and submittal of documentation in support of an LGFR agreement due July 31, 2019.
- b. Year 5 Post Construction Physical Monitoring and Engineering Report Services
ACTION REQUESTED: Resolution 2019-06 to approve APTIM scope of work for \$53,470
WHY ACTION IS NECESSARY: To approve Year 5 Post Construction Physical Monitoring and Engineering Report Services
WHAT THE ACTION ACCOMPLISHES: Meets requirement as set forth in permit requiring physical monitoring of the 2013 Beach Nourishment Project.
- c. Blind Pass Inlet Management Plan
ACTION REQUESTED: None. This item is for your information and review.
- d. 19LE3 – DEP Hurricane Irma Assistance
ACTION REQUESTED: Motion to approve Captiva Island Beach – Hurricane Irma Recovery Project from DEP
WHY ACTION IS NECESSARY: To accept funding from FDEP of \$259,664
WHAT THE ACTION ACCOMPLISHES: Accepts funding available for Hurricane Irma Recovery, which has been approved for use of 2020/21 Beach Renourishment Project

- e. SOP Commissioner Assistance
ACTION REQUESTED: Motion to approve updated Standard Operating Procedure entitled "Providing Administrative Assistance to Commissioners."
WHY ACTION IS NECESSARY: To maintain priorities for Administration
WHAT THE ACTION ACCOMPLISHES: Approves updates to outdated SOP to allow Administration to maintain priorities, while providing requested Commissioner support as time and priorities allow, as well as keeping the entire Board apprised of requests.

- f. Parking Meter Warranties
ACTION REQUESTED: Motion to approve warranties on parking meters, in the past amount of \$6,373.68.
WHY ACTION IS NECESSARY: To cover both parking meters and bring the warranties up to date through July 31, 2019.
WHAT THE ACTION ACCOMPLISHES: Allows continuing warranties on the parking meters that cost over \$10,000 each to replace.

- g. Funds to Florida PRIME
ACTION REQUESTED: Execute Resolution 2019-05
WHY ACTION IS NECESSARY: To approve the moving of excess funds to Florida PRIME
WHAT THE ACTION ACCOMPLISHES: Allows the District to receive higher interest on our funds instead of the current rate at Bank of the Islands.

- h. Sea Level Rise – Mike Mullins
ACTION: Review legal memorandum from Nancy Stroud.

8. Administrators' Reports

9. Commissioners Comments

10. Adjournment

Board Meeting Minutes
of the Regular Meeting of the
Captiva Erosion Prevention District
South Seas Island Resort, Alpha Cone Room
May 13, 2019 @ 1:00 P.M.

Commissioners Present: Mike Mullins (Chair); Dave Jensen (Commissioner); Harry Kaiser (Secretary); Michael Lanigan (Vice Chair).

Excused: Bob Walter (Treasurer)

Staff Present: Carolyn Weaver (CEPD Administrator); Joe Wagenti (CEPD Deputy Administrator); Hans Wilson (HWA)

Vendors: Michelle Pfeiffer, P.E., APTIM (by phone)

1. Call to Order
Chairman Mullins called the meeting to order at 1:00 pm.
2. Roll Call
The Chair called the roll and the results are outlined above.
3. Approval of Meeting Minutes:
 - a) March 11, 2019 Regular Meeting Minutes
Chairman Kaiser – moves to motion
Chairman Jensen – 2nd
Motion carried unanimously
 - b) March 21, 2019 Briefing Meeting Minutes
Chairman Kaiser – moves to motion
Chairman Jensen – 2nd
Motion carried unanimously
 - c) March 28, 2019 Briefing Meeting Minutes
Chairman Kaiser – moves to motion
Chairman Jensen – 2nd
Motion carried unanimously
 - d) April 8, 2019 Regular Meeting Minutes
Chairman Kaiser – moves to motion
Chairman Jensen – 2nd
Motion carried unanimously
4. Public Comments
Joel Couette, City of Sanibel, provided an update on the SanCap erosion project slated for Winter 2019-2020. He explained of the 6' (from the road) emergency line and that the erosion is 11' away at the time of this meeting. The City of Sanibel is currently waiting on permit approvals.
5. Financial Report
Budget Performance Ending April 30, 2019
Ms. Weaver provided the financial report. No comment from the Board.

6. Old Business

a) Redfish Pass Sand Search and Borrow Area Design – Resolution 2019-03

Michelle Pfeiffer gave an overview of this proposal to identify and map the borrow area of Redfish Pass to be an emergency and/or potential source of the next renourishment plan. She also explained the process of this work and how it will move into an inlet management plan. This new source could potentially decrease the construction cost as well since the existing source is 8 miles off shore.

The proposed \$350,000 study is comprised of the sand search, planning, geophysical survey, geotechnical survey, cultural resource survey, laboratory, and design work.

Potential borrow area can yield 300 cu. yds. to 1M cu. yds.

Chairman Mullins asked if anyone has rights to the sand or specifically if CEPD has rights to the sand once this survey is complete. Ms. Pfeiffer explained anyone (or entity) can have access to the sand as long as they are permitted.

The tentative schedule, if project started in the Summer of 2019, is to have the design finished early fall and permitting to start shortly thereafter.

This TDC funding is contingent upon the approval of the Lee County Board of Commissioners.

A motion was presented to approve the APTIM proposal and start the project:

Chairman Jensen – moves to motion

Chairman Mullins – 2nd

All nay

b) Parking Lot Survey – Update

Mr. Wagenti provided an update on the installation of a mobile bathroom trailer at the Alison Hagerup parking lot. He requested the Board to approve \$20,000 for engineering and permitting.

Chairman Lanigan – moves to motion

Chairman Kaiser – 2nd

Motion carried unanimously

c) Website Redesign – Update

Mr. Wagenti gave the update on the new website project, of which the contract is being finalized with Connect SWFL. The project should start towards the end of May.

d) Tentative Apportionment Adjustment Update

Chairman Mullins proposed that the CEPD hire a 3rd party appraiser for the common elements of Gulfway and Sunset Captiva and feels that will be a fairer approach.

Commissioner Kaiser explained the Gulfway shareholders were once charged around 1996.

7. New Business

a) FY 2019-2010 Draft Budget

Ms. Weaver went over the proposed draft budget and the DR-420. She also explained this budget needs to be approved by our June meeting.

b) Advocacy Letters

Advocacy letters were developed at the request of Chairman Mullins. They were not reviewed.

c) Captiva Island Historical Society

The CIHS is creating a film, The Sands of Time - History of Erosion. Commissioner Jensen, who is also on the board of CIHS, thought the CEPD can benefit from this work and asked for a \$10,000 sponsorship.

Chairman Mullins wanted to check with legal counsel before any commitment is made.

8. Administrator's Report

a) Timeline update – Monday.com

Mr. Wagenti provided a brief overview of Monday.com, which is an online software designed to plan, organize, and track tasks within one collaborative space. Chairman Mullins asked for higher-level reporting.

b) NextCloud – Tutorial

This item was postponed to a later date

c) Audit Submission

Ms. Weaver explained the audit is complete and the subsequent submission schedule.

d) RFP for bookkeeping

The Board was notified that CEPD has submitted an RFP to 5 Accounting firms on Sanibel and hopefully will have them returned in time for the next board meeting.

9. Commissioner Comments

Commissioner Lanigan asked if there was a template or plan for the sea oat plantings in the last project. He stated that work was so successful that sea oats have overgrown on the south side of the island, almost growing to the water line. CEPD staff is looking into this issue.

Adjourned

Meeting adjourned at 4:19pm

Captiva Erosion Prevention District
General Fund - Budget Performance Summary
For the One and Eight
Months Ended
May 31, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - May '19	Budget - May '19	Variance - May '19	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax	\$ 6,637.38	\$ 8,165.33	\$ (1,527.95)	\$ 398,618.70	\$ 433,538.68	\$ (34,919.98)	\$ 449,936.00	\$ 51,317.30
Interest income - Other	0.00	24.00	(24.00)	177.05	161.00	16.05	250.00	72.95
Other Income	700.00	400.00	300.00	16,409.36	3,600.00	12,809.36	5,000.00	0.00
Total Income	7,337.38	8,589.33	(1,251.95)	415,205.11	437,299.68	(22,094.57)	455,186.00	51,390.25
Gross Profit	7,337.38	8,589.33	(1,251.95)	415,205.11	437,299.68	(22,094.57)	455,186.00	51,390.25
Expense								
Administrative expenses	9,832.48	14,530.00	(4,697.52)	48,305.38	148,430.00	(100,124.62)	195,000.00	149,327.62
Capital outlay	0.00	0.00	0.00	1,320.00	2,500.00	(1,180.00)	4,000.00	2,680.00
Reserves	7,473.84	7,473.83	0.01	59,790.72	59,790.68	0.04	89,686.00	29,895.28
Cost of collecting Ad Valorem	132.74	99.00	33.74	9,582.23	10,116.00	(533.77)	11,500.00	1,917.77
Legal and professional fees	12,494.00	12,583.33	(89.33)	103,378.01	104,666.68	(1,288.67)	155,000.00	51,621.99
Total Expense	29,933.06	34,686.16	(4,753.10)	222,376.34	325,503.36	(103,127.02)	455,186.00	235,442.66
Net Ordinary Income	(22,595.68)	(26,096.83)	3,501.15	192,828.77	111,796.32	81,032.45	0.00	(184,052.41)
Transfer to Capital Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	\$ (22,595.68)	\$ (26,096.83)	\$ 3,501.15	\$ 192,828.77	\$ 111,796.32	\$ 81,032.45	\$ -	\$ (184,052.41)

NOTE: Residual Budget figures ONLY represent Budgeted Revenue uncollected and Budgeted Expenditures not incurred

Captiva Erosion Prevention District
General Fund - Budget Performance Detail
For the One and Eight
Months Ended
May 31, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - May 19	Budget - May 19	Variance - May 19	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax								
Grant Local	\$ -	\$ 3,183.33	(3,183.33)	\$ -	\$ 25,466.68	(25,466.68)	\$ 38,200.00	38,200.00
Ad Valorem taxes	6,637.38	4,982.00	1,655.38	398,618.70	408,072.00	(9,453.30)	411,736.00	13,117.30
Total Ad Valorem Tax	6,637.38	8,165.33	(1,527.95)	398,618.70	433,538.68	(34,919.98)	449,936.00	51,317.30
Interest income - Other	0.00	24.00	(24.00)	177.05	161.00	16.05	250.00	72.95
Other Income	700.00	400.00	300.00	16,409.36	3,600.00	12,809.36	5,000.00	0.00
Total Income	7,337.38	8,589.33	276.00	415,205.11	437,299.68	(22,094.57)	455,186.00	51,390.25
Gross Profit	7,337.38	8,589.33	(1,251.95)	415,205.11	437,299.68	(22,094.57)	455,186.00	51,390.25
Expense								
Administrative expenses								
Advertising	21.34	0.00	21.34	1,003.06	3,585.00	(2,581.94)	4,000.00	2,996.94
Bank Service Charges	38.00	0.00	38.00	38.00	0.00	38.00	0.00	0.00
Beach Maintenance Monitor	0.00	3,100.00	(3,100.00)	0.00	25,600.00	(25,600.00)	38,200.00	38,200.00
Board Approved special projects	450.00	3,000.00	(2,550.00)	3,629.50	18,000.00	(14,370.50)	30,000.00	26,370.50
Board meeting expenses	0.00	0.00	0.00	0.00	500.00	(500.00)	500.00	500.00
Copier lease expense	141.82	140.00	1.82	1,434.34	2,410.00	(975.66)	3,000.00	1,565.66
Dues and subscriptions	0.00	100.00	(100.00)	3,395.00	700.00	2,695.00	800.00	0.00
General insurance	0.00	0.00	0.00	2,707.75	5,300.00	(2,592.25)	10,500.00	7,792.25
History of CEPD	0.00	5,000.00	(5,000.00)	0.00	40,000.00	(40,000.00)	40,000.00	40,000.00
Newsletter expense	0.00	0.00	0.00	242.09	750.00	(507.91)	1,500.00	1,257.91
Office expense	99.39	180.00	(80.61)	5,331.06	2,675.00	2,656.06	6,000.00	668.94
Postage	26.10	50.00	(23.90)	593.96	1,200.00	(606.04)	1,500.00	906.04
Referendum	6,315.18	0.00	6,315.18	8,954.76	20,000.00	(11,045.24)	20,000.00	11,045.24
Rent expense	1,431.05	1,500.00	(68.95)	11,378.60	12,000.00	(621.40)	18,000.00	6,621.40
Repairs	160.00	0.00	160.00	160.00	750.00	(590.00)	1,000.00	840.00
Telephone	335.62	300.00	35.62	2,356.07	2,300.00	56.07	3,500.00	1,143.93
Travel and per diem	60.63	500.00	(439.37)	1,232.92	6,000.00	(4,767.08)	7,000.00	5,767.08
Utilities	193.06	160.00	33.06	1,324.06	1,160.00	164.06	2,000.00	675.94
Website & Computer maintenance	560.29	500.00	60.29	4,524.21	5,500.00	(975.79)	7,500.00	2,975.79
Total Administrative expenses	9,832.48	14,530.00	(4,697.52)	48,305.38	148,430.00	(100,124.62)	195,000.00	149,327.62
Capital outlay								
Equipment purchases	0.00	0.00	0.00	1,320.00	2,500.00	(1,180.00)	4,000.00	2,680.00
Total Capital outlay	0.00	0.00	0.00	1,320.00	2,500.00	(1,180.00)	4,000.00	2,680.00
Consulting and Professional Fees								
Consulting	9,575.00	9,583.33	(8.33)	77,100.00	76,666.68	433.32	115,000.00	37,900.00
Professional Fees	2,919.00	3,000.00	(81.00)	26,278.01	28,000.00	(1,721.99)	40,000.00	13,721.99
Total Legal and professional fees	12,494.00	12,583.33	(89.33)	103,378.01	104,666.68	(1,288.67)	155,000.00	51,621.99
Cost of collecting Ad Valorem								
Property tax appraiser fees	0.00	0.00	0.00	1,592.42	2,183.00	(590.58)	3,500.00	1,907.58
Tax collector commissions	132.74	99.00	33.74	7,989.81	7,933.00	56.81	8,000.00	10.19
Total Cost of collecting Ad Valorem	132.74	99.00	33.74	9,582.23	10,116.00	(533.77)	11,500.00	1,917.77
Reserves								
Operating Reserves	7,473.84	7,473.83	0.01	59,790.72	59,790.68	0.04	89,686.00	29,895.28
Total Reserves	7,473.84	7,473.83	0.01	59,790.72	59,790.68	0.04	89,686.00	29,895.28
Total Expense	29,933.06	34,686.16	(4,753.10)	222,376.34	325,503.36	(103,127.02)	455,186.00	235,442.66
Net Ordinary Income	(22,595.68)	(26,096.83)	3,501.15	192,828.77	111,796.32	81,032.45	0.00	(184,052.41)
Transfer to Capital Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	\$ (22,595.68)	\$ (26,096.83)	\$ 3,501.15	\$ 192,828.77	\$ 111,796.32	\$ 81,032.45	\$ -	\$ (184,052.41)

CEPD - GENERAL FUND
Balance Sheet

	<u>May 31, 2019</u>
ASSETS	
Current Assets	
Checking/Savings	
S.B.A. Account	\$ 117.96
BOTI Checking	1,009,227.99
Total Checking/Savings	<u>1,009,345.95</u>
Other Current Assets	
Due from Capital Projects Fund	120,073.25
Total Other Current Assets	<u>120,073.25</u>
Total Current Assets	<u>1,129,419.20</u>
TOTAL ASSETS	<u>\$ 1,129,419.20</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to Capital Projects Fund	\$ 431,670.52
Total Other Current Liabilities	<u>431,670.52</u>
Total Current Liabilities	<u>431,670.52</u>
Total Liabilities	431,670.52
Equity	
Fund Balance	504,919.91
Net Income	192,828.77
Total Equity	<u>697,748.68</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 1,129,419.20</u>

Captiva Erosion Prevention District
Capital Projects Fund - Budget Performance Summary
For the One and Eight
Months Ended
May 31, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - May '19	Budget - May '19	Variance - May '19	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Grant Income	\$ -	\$ 116,100.00	\$ (116,100.00)	\$ 35,936.05	\$ 1,713,833.00	\$ (1,677,896.95)	\$ 179,100.00	\$ 143,163.95
Interest Income	0.00	43.00	(43.00)	427.49	347.00	80.49	500.00	72.51
Other miscellaneous income	0.00	0.00	0.00	9,625.00	0.00	9,625.00	0.00	0.00
Parking Lot Revenue	44,826.32	31,416.00	13,410.32	255,865.36	213,792.00	42,073.36	340,000.00	84,134.64
Transfer from General Fund	0.00	0.00	0.00	216.77	0.00	216.77	0.00	0.00
Reserves - General	7,473.84	7,473.75	0.09	59,790.72	59,790.00	0.72	89,685.00	29,894.28
Special Assessments	9,439.93	4,543.00	4,896.93	358,626.30	273,462.00	85,164.30	280,000.00	1,657.34
Total Income	61,740.09	159,575.75	(97,835.66)	720,487.69	2,261,224.00	(1,540,736.31)	889,285.00	258,922.72
Expense								
Advertising	0.00	1,000.00	(1,000.00)	2,155.20	2,000.00	155.20	2,000.00	0.00
Annual memberships & fees	0.00	1,000.00	(1,000.00)	500.00	2,000.00	(1,500.00)	2,000.00	1,500.00
Bank service charges	0.00	0.00	0.00	5.00	0.00	5.00	0.00	0.00
Capital Expenses	0.00	0.00	0.00	12,306.47	0.00	12,306.47	0.00	0.00
Cost of Assessment Collections	0.00	0.00	0.00	916.30	838.00	78.30	1,000.00	83.70
Engineering (CP)	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	20,000.00
Grant Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	0.00	0.00	0.00	16,107.25	15,000.00	1,107.25	15,000.00	0.00
Permit Modifications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Post Hurricane Irma Study	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parking lot expenses	6,295.80	7,550.00	(1,254.20)	48,642.33	160,770.00	(112,127.67)	189,400.00	75,907.67
Project Management Support	10,866.50	24,083.00	(13,216.50)	97,611.09	173,664.00	(76,052.91)	273,000.00	175,388.91
Renourishment 2013/14	1,209.51	0.00	1,209.51	6,781.09	0.00	6,781.09	0.00	0.00
Renourishment 2021/2022	1,256.50	0.00	1,256.50	36,973.51	0.00	36,973.51	0.00	0.00
Rent	427.16	453.00	(25.84)	3,359.23	3,683.00	(323.77)	7,500.00	4,140.77
Redfish Pass	0.00	0.00	0.00	4,546.30	0.00	4,546.30	0.00	0.00
Storage of records	245.89	233.33	12.56	1,963.52	1,866.68	96.84	2,800.00	836.48
Total Expense	20,301.36	34,319.33	(14,017.97)	231,867.29	359,821.68	(127,954.39)	512,700.00	277,857.53
Net Ordinary Income (Loss)	41,438.73	125,256.42	(83,817.69)	488,620.40	1,901,402.32	(1,412,781.92)	376,585.00	(18,934.81)
Other Expense								
Debt Service - Interest	12,982.41	0.00	12,982.41	26,180.00	26,000.00	180.00	26,000.00	0.00
Debt Service - Principal	700,000.00	0.00	700,000.00	700,000.00	70,000.00	630,000.00	700,000.00	0.00
Net Income	\$ (671,543.68)	\$ 125,256.42	\$ (796,800.10)	\$ (237,559.60)	\$ 1,805,402.32	\$ (2,042,961.92)	\$ (349,415.00)	\$ (18,934.81)

****NOTE Residual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet incurred.

Captiva Erosion Prevention District
 Capital Projects Fund - Budget Performance Detail
 For the One and Eight
 Months Ended
 May 31, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - May '19	Budget - May '19	Variance - May '19	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Grant Income - Local	\$ -	\$ 116,100.00	\$ (116,100.00)	\$ 35,936.05	\$ 146,100.00	\$ (110,163.95)	\$ 146,100.00	\$ 110,163.95
Grant Income - State	0.00	0.00	0.00	0.00	33,000.00	(33,000.00)	33,000.00	33,000.00
Grant Income - Federal (FEMA)	0.00	0.00	0.00	0.00	1,534,733.00	(1,534,733.00)	0.00	0.00
Interest Income	0.00	43.00	(43.00)	427.49	347.00	80.49	500.00	72.51
Other miscellaneous revenues	0.00	0.00	0.00	9,625.00	0.00	9,625.00	0.00	0.00
Parking Lot Revenue	44,826.32	31,416.00	13,410.32	255,865.36	213,792.00	42,073.36	340,000.00	84,134.64
Refund Unused Project Costs	0.00	0.00	0.00	216.77	0.00	216.77	0.00	0.00
Reserves - General	7,473.84	7,473.75	0.09	59,790.72	59,790.00	0.72	89,685.00	29,894.28
Special Assessments		0.00			0.00			
Special Assessments Principal	8,250.50	4,150.00	4,100.50	330,283.64	243,900.00	86,383.64	250,000.00	0.00
Special Assessments - Interest	1,189.43	393.00	796.43	28,342.66	29,562.00	(1,219.34)	30,000.00	1,657.34
Total Special Assessments	9,439.93	4,543.00	4,896.93	358,626.30	273,462.00	85,164.30	280,000.00	1,657.34
Total Income	61,740.09	159,575.75	(97,835.66)	720,487.69	2,261,224.00	(1,540,736.31)	889,285.00	258,922.72
Expense								
Advertising	0.00	1,000.00	(1,000.00)	2,155.20	2,000.00	155.20	2,000.00	0.00
Annual memberships & fees	0.00	1,000.00	(1,000.00)	500.00	2,000.00	(1,500.00)	2,000.00	1,500.00
Bank service charges	0.00	0.00	0.00	5.00	0.00	5.00	0.00	0.00
Capital Expense	0.00	0.00	0.00	12,306.47	0.00	12,306.47	0.00	0.00
Cost of Assessment Collections	0.00	0.00	0.00	916.30	838.00	78.30	1,000.00	83.70
Engineering (CP)	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	20,000.00
Grant Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	0.00	0.00	0.00	16,107.25	15,000.00	1,107.25	15,000.00	0.00
Permit Modification	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Post Hurricane Irma Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Redfish Pass								
Geo-Technical Investigation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Redfish Pass Study	0.00	0.00	0.00	2,896.30	0.00	2,896.30	0.00	0.00
Redfish IMP	0.00	0.00	0.00	1,650.00	0.00	1,650.00	0.00	0.00
Parking lot expenses								
Credit card fees	1,063.06	1,002.00	61.06	5,985.68	5,442.00	543.68	9,000.00	3,014.32
Machine warranty	0.00	0.00	0.00	0.00	1,400.00	(1,400.00)	1,400.00	1,400.00
Parking lot equipment	0.00	0.00	0.00	4,270.00	73,000.00	(68,730.00)	73,000.00	
Parking maintenance	1,767.72	3,500.00	(1,732.28)	14,176.89	25,500.00	(11,323.11)	40,000.00	25,823.11
Portable toilets	985.00	575.00	410.00	11,880.00	5,700.00	6,180.00	8,000.00	0.00
Signage	0.00	0.00	0.00	0.00	1,500.00	(1,500.00)	1,500.00	1,500.00
Site Prep and Construction	0.00	0.00	0.00	0.00	35,000.00	(35,000.00)	35,000.00	35,000.00
Utilities	0.00	50.00	(50.00)	0.00	300.00	(300.00)	500.00	500.00
Sales tax expense	2,480.02	2,423.00	57.02	12,329.76	12,928.00	(598.24)	21,000.00	8,670.24
Total Parking lot expenses	6,295.80	7,550.00	(1,254.20)	48,642.33	160,770.00	(112,127.67)	189,400.00	75,907.67
Project Management Support								
Professional Fees	1,291.50	12,083.00	(10,791.50)	21,011.09	103,664.00	(82,652.91)	155,000.00	133,988.91
Project Consultant	9,575.00	12,000.00	(2,425.00)	76,600.00	70,000.00	6,600.00	118,000.00	41,400.00
Total Project Management Support	10,866.50	24,083.00	(13,216.50)	97,611.09	173,664.00	(76,052.91)	273,000.00	175,388.91
Renourishment 2013/14								
Mobilization, Dredging & Fill	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Monitoring - Sea Turtle	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Post Construct Survey & Report	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

***NOTE: Residual Budget figures ONLY reflect Budgeted Assessments to be collected and Budgeted Costs not yet incurred.

Captiva Erosion Prevention District
 Capital Projects Fund - Budget Performance Detail
 For the One and Eight
 Months Ended
 May 31, 2019

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - May '19	Budget - May '19	Variance - May '19	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Beach Maintenance	1,209.51	0.00	1,209.51	6,781.09	0.00	6,781.09	0.00	0.00
Total Renourishment 2013/14 Design Phase	1,209.51	0.00	1,209.51	6,781.09	0.00	6,781.09	0.00	0.00
Renourishment 2021/2022								
Mail Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Engineering Report/Storm Damage Analysis	1,256.50	0.00	1,256.50	17,311.50	0.00	17,311.50	0.00	0.00
Project Benefit Analysis	0.00	0.00	0.00	16,062.01	0.00	16,062.01	0.00	0.00
Summer Recreational Survey	0.00	0.00	0.00	3,200.00	0.00	3,200.00	0.00	0.00
Winter Recreational Survey	0.00	0.00	0.00	400.00	0.00	400.00	0.00	0.00
Total Renourishment 2021/2022	1,256.50	0.00	1,256.50	36,973.51	0.00	36,973.51	0.00	0.00
Rent	427.16	453.00	(25.84)	3,359.23	3,683.00	(323.77)	7,500.00	4,140.77
Storage of records	245.89	233.33	12.56	1,963.52	1,866.68	96.84	2,800.00	836.48
Total Expense	20,301.36	34,319.33	(14,017.97)	231,867.29	359,821.68	(127,954.39)	512,700.00	277,857.53
Other Income/Expense								
Debt Service - Interest	12,982.41	0.00	12,982.41	26,180.00	26,000.00	180.00	26,000.00	0.00
Debt Service - Principal	700,000.00	0.00	700,000.00	700,000.00	70,000.00	630,000.00	700,000.00	0.00
Total Other Income/Expense	712,982.41	0.00	712,982.41	726,180.00	96,000.00	630,180.00	726,000.00	0.00
Net Ordinary Income (Loss)	(671,543.68)	125,256.42	(796,800.10)	(237,559.60)	1,805,402.32	(2,042,961.92)	(349,415.00)	(18,934.81)
Net Income	\$ (671,543.68)	\$ 125,256.42	\$ (796,800.10)	\$ (237,559.60)	\$ 1,805,402.32	\$ (2,042,961.92)	\$ (349,415.00)	\$ (18,934.81)

***NOTE: Residual Budget figures **ONLY** reflect Budgeted Assessments to be collected and Budgeted Costs not yet incurred.

CEPD - CAPITAL PROJECTS FUND
 Balance Sheet

	<u>May 31, 2019</u>
ASSETS	
Current Assets	
Checking/Savings	
BOTI Checking	\$ 2,015,605.51
Sanibel Captiva Bank - CD	247,080.00
SBA	<u>223,671.58</u>
Total Checking/Savings	2,486,357.09
Other Current Assets	
Due From General Fund	431,670.52
Total Other Current Assets	<u>431,670.52</u>
Total Current Assets	<u>2,918,027.61</u>
TOTAL ASSETS	<u><u>\$ 2,918,027.61</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Due to General Fund	\$ 120,073.25
Total Current Liabilities	<u>120,073.25</u>
Total Liabilities	<u>120,073.25</u>
Equity	
Fund Balance	3,035,513.96
Net Income	(237,559.60)
Total Equity	<u>2,797,954.36</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 2,918,027.61</u></u>
<u>5/3 Loan (Princ due each May)</u>	
Amount borrowed	\$ 9,600,000.00
Payments made - FYE 09/30/14	(5,400,000.00)
Payments made - FYE 09/30/15	(700,000.00)
Payments made - FYE 09/30/16	(700,000.00)
Payments made - FYE 09/30/17	(700,000.00)
Payments made - FYE 09/30/18	(700,000.00)
Payments made - FYE 09/30/19	(700,000.00)
	<u><u>\$ 700,000.00</u></u>

CAPTIVA EROSION PREVENTION DISTRICT
RESERVE ACCUMULATIONS
FISCAL YEAR ENDING 9/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19
Beginning Balance	\$ 1,656,405	\$ 1,673,442	\$ 1,693,522	\$ 1,718,667	\$ 1,741,244	\$ 1,761,461	\$ 1,789,051	\$ 1,820,448	\$ 1,858,305	\$ 1,858,305	\$ 1,858,305	\$ 1,858,305
Reserves Transferred In												
Parking Revenue	20,799	25,154	31,129	28,305	26,533	37,993	41,126	44,826				
Operating Reserves												
Total Reserves Transferred In	20,799	25,154	31,129	28,305	26,533	37,993	41,126	44,826				
NonProject Costs Expended												
Advertising	-	-	-	-	-	-	-	-	-	-	-	-
Bank charges	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Parking Lot Expenses	3,168	4,453	5,336	5,095	5,533	9,753	9,009	6,296				
Project Manual	-	-	-	-	-	-	-	-	-	-	-	-
Rent	348	376	404	388	537	405	474	427				
Storage	245	245	245	245	246	246	246	246				
Total NonProject Costs Expended	3,761	5,074	5,984	5,728	6,316	10,404	9,729	6,969	-	-	-	-
Increase (Decrease) in Reserves	17,037	20,080	25,144	22,577	20,217	27,590	31,397	37,857	-	-	-	-
Total Accumulated Reserves	\$ 1,673,442	\$ 1,693,522	\$ 1,718,667	\$ 1,741,244	\$ 1,761,461	\$ 1,789,051	\$ 1,820,448	\$ 1,858,305	\$ 1,858,305	\$ 1,858,305	\$ 1,858,305	\$ 1,858,305

RESOLUTION NO. 2019-03
BY THE BOARD OF COMMISSIONERS
OF THE CAPTIVA EROSION PREVENTION DISTRICT
LEE COUNTY, FLORIDA

WHEREAS, the Captiva Erosion Prevention District (“District”) is authorized by Chapter 2000-399, Laws of Florida, as a beach and shore preservation district; and

WHEREAS, Section 4 “Powers of the District”, paragraph (4) authorizes the District to adopt rules for its own government and proceedings; and

WHEREAS, The District has adopted Rules of Procedure, last amended on January 7, 2019; and

WHEREAS, Rule 1.23(d) of the District Rules of Procedure provides that a resolution stating budget and purposes shall be required to initiate any project exceeding \$25,000; and

WHEREAS, The District desires to initiate such a project exceeding \$25,000.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CAPTIVA EROSION PREVENTION DISTRICT that:

Section 1. The District approves the expenditure of \$349,932.25, for the project described in the APTIM Proposal for Redfish Pass Sand Search and Borrow Area Design dated February 8, 2019. The project purposes are for APTIM to conduct a comprehensive geophysical and geotechnical sand search for Redfish Pass. APTIM proposes an investigation consisting of a desktop study, geophysical, geotechnical and cultural resource surveys to collect information to characterize the sediment source for use in the design and permitting of a borrow area. This work will not begin until FY2020.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to vote, the vote was as follows:

Chairman Mullins	_____
Vice Chairman Lanigan	_____
Secretary Kaiser	_____
Treasurer Walter	_____
Commissioner Jensen	_____

Captiva Erosion Prevention District
Resolution No. 2019-03

DULY PASSED AND ADOPTED THIS 10th day of June, 2019.

Board of Commissioners of the
Captiva Erosion Prevention District

By: _____
Chairman

Certified by: _____
Secretary

Approved as to Form:

By: _____
Board Attorney



Michelle R. Pfeiffer
Sr. Project Engineer
Coastal, Ports & Marine

APTIM
2481 NW Boca Raton Blvd.
Boca Raton, FL. 33431
Tel: +1 561 361 3177
Cell: +1 772 971 0044
Michelle.Pfeiffer@aptim.com

February 8, 2019

Carolyn Weaver, CEPD Administrator
Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

Re: Proposal for Redfish Pass Sand Search and Borrow Area Design

Dear Carolyn:

This letter is in response to your request for a proposal for Aptim Coastal Planning & Engineering, Inc., n/k/a Aptim Coastal Planning & Engineering, LLC. (APTIM), to assist the Captiva Erosion Prevention District (CEPD) with sand search activities to locate and design a borrow area in Redfish Pass. The following Scope of Work describes the proposed services for this effort.

Introduction

Redfish Pass is a natural inlet that separates the barrier islands of North Captiva Island (to the north) and Captiva Island (to the south), and connects Pine Island Sound and the Gulf of Mexico. Redfish Pass interrupts the natural alongshore sediment transport from North Captiva Island to Captiva Island and traps sand within the shoal complex. The shoal has been growing since the formation of the Pass in 1921.

APTIM has completed the 2019 Inlet Management Study of Redfish Pass and Adjacent Beaches as an update to the original Redfish Pass Inlet Management Plan (CPE, 1995) to address natural and anthropogenic changes that have occurred since completion of the 1995 study. The study has been submitted to the Florida Department of Environmental Protection for review and formulation of the State's adopted inlet management plan. The results of the study suggest that the plan to manage the inlet should include dredging the Redfish Pass ebb shoal and placing the material on the adjacent beaches in an effort to balance the sediment budget and utilizing the ebb shoal as a sand source.

The study suggests that areas of the Redfish Pass ebb shoal can be mined without affecting the adjacent beaches. In the interest of identifying beach quality sand within these areas, this proposal outlines tasks for APTIM to conduct a comprehensive geophysical and geotechnical sand search for Redfish Pass. APTIM proposes an investigation consisting of a desktop study, geophysical, geotechnical and cultural resource surveys to collect information to characterize the sediment source for use in the design and permitting of a borrow area.



The following will be provided by APTIM under the scope of services:

- Task 1: Desktop Study;
- Task 2: Geophysical Surveys;
- Task 3: Geotechnical Surveys;
- Task 4: Cultural Resource Survey;
- Task 5: Borrow Area Design;
- Task 6: Product and Report Development.

Each task is described in greater detail below.

Scope of Work

Task 1: Desktop Study

Prior to conducting any field investigations, a desktop study will be conducted to identify historic datasets available for the study area (bathymetry, seismic, sidescan sonar, bottom grab samples, vibracores, etc.), Florida Department of Environmental Protection (FDEP) Regional Offshore Sand Source Inventory (ROSSI) datasets, National Oceanic and Atmospheric Administration (NOAA) bathymetry datasets, and morphologic maps will be compiled, evaluated, and analyzed in a Geographical Information System (GIS) framework. APTIM will locate and review existing infrastructures, including outfalls, proposed underwater cable routes, cultural resources (i.e. shipwrecks) and hardbottom/reefs to identify avoidance areas. This will provide a baseline that will be analyzed in conjunction with the findings from previous studies. The information and conclusions gathered during this phase will be evaluated and used to develop the geophysical and geotechnical survey plan.

Prior to starting the geophysical operations, APTIM will review the desktop study to finalize an area and determine the appropriate line layout/coverage for the ebb shoal. A final survey plan will be communicated to CEPD before any field activities commence. APTIM will coordinate survey planning and execution with the Florida Department of Environmental Protection (FDEP) and the Florida Department of State Division of Historical research and State Historical Preservation Office (SHPO).

Task 2: Geophysical Surveys

APTIM will perform geophysical survey operations within the Redfish Pass ebb shoal, which include bathymetric and sub-surface geology data collection, a cursory investigation for magnetic anomalies and to establish the presence and location of any potential underwater wrecks, cultural resources, or submerged hazards. APTIM will utilize survey grade single-beam echosounder (bathymetry), sidescan sonar, chirp sub-bottom, and magnetometer systems (detailed below) for this survey. Sidescan sonar and chirp sub-bottom data will be used to produce an enhanced image of the seafloor and sub-surface geology to characterize and delineate the sand deposit as well as any avoidance areas. Magnetometer data will be utilized to determine any potential cultural resources and areas that should be avoided when designing the borrow area.

Task 2 will consist of three (3) days of geophysical surveys intended for full coverage of the investigation area. Primary lines will be spaced 30 m (98 ft) apart and crossed by three (3) tie lines to satisfy the cultural resource requirements set forth by SHPO. This data will allow for the placement of up to 16 vibracores 1,000 ft apart which will be collected during Task 3 (detailed below).



During the geophysical survey operations, APTIM will have a Registered Professional Archeologist (RPA) onboard to provide data collection oversight, perform the archeological clearance needed prior to the collection of the vibracores, and to complete a full Cultural Resource Investigation to satisfy the requirements of the Florida Department of State, Division of Historical Resources (detailed in Task 4).

Geophysical Vessel and Survey Equipment

The vessel and equipment that will be used for the geophysical surveys are further described below.

Vessel

APTIM will use the R/V Eugenie Clark (or a similar vessel) for geophysical data collection. The R/V Eugenie Clark is a 46 ft. (14 m) fiberglass hulled vessel, suited for geophysical surveys in the relatively shallow waters of Redfish Pass’ ebb tidal shoals. It comes equipped with twin C7 CAT diesel main engines, Northern Lights 12KW marine generators, one hydraulic deck winch, and a 1,500 lbs. capacity hydraulic U-frame. As a USCG inspected vessel, the Eugenie Clark safety features include fire extinguishers, life vests/survival suits, 6-man life raft, first aid kits, radar, VHF radios, and an EPIRB with GPS and more. These safety features and the level of experience and expertise from the captain and crew allows the R/V Eugenie Clark to operate safely and efficiently, providing proficient geophysical support throughout project operations.

The following equipment will be utilized for the geophysical investigation:

Table 1: Geophysical survey equipment

System	Type
Positioning	Trimble R8 GNSS
Navigation	Hypack 2018
Heading	Trimble SPS461
Bathymetry	Odom Hydrographic Systems, Inc.’s Hydrotrac II
Sidescan Sonar	EdgeTech 4125-P
Chirp Sub-Bottom	EdgeTech 3200 512i Chirp Sub-Bottom
Magnetometer	Geometrics G-882 Digital Cesium Marine Magnetometer

Positioning System and Dynamic Motion Compensation

A Trimble R8 RTK GNSS receiver (or equivalent) will be used for the main horizontal positioning system for the survey. Water level (tide) corrections will also be provided by GNSSs. GNSS corrections will be provided by the Florida Permanent Reference Network (FPRN) utilizing reference stations DSTN, PNMA. Corrections are received over air through a cellular network internet connection. A traditional land based RTK base station will be utilized if cellular signal is lost or intermittent offshore. All GNSS data will be tied to local CORS and/or National Geodetic Survey (NGS) control monuments. System checks will be performed at the beginning and end of the survey using National Geodetic Survey (NGS) control monuments.

A Trimble SPS461 (or equivalent) will be used to provide true heading for vessel and geophysical systems. The SPS461 is a dual antennae system that provides true heading over short baselines. The SPS461 will be used for heading only.



A TSS DMS-25 (or equivalent) will be used to provide heave, pitch, and roll corrections of the vessel. Motion data will be acquired in real time with the navigation system and applied in the post-processing of applicable systems.

Navigation System

Hypack 2018 is a state-of-the-art navigation and hydrographic survey software system. The navigation system will be interfaced with the RTK GNSS system and an onboard navigation computer. The location of the GPS antennae will be set relative to the reference point of the vessel with each tow point of the geophysical systems measured to the vessel reference point. All offsets will be entered into the Hypack hardware setup and all data will be integrated in real time using the Hypack 2018 software. Online screen graphic displays will include the pre-plotted geophysical survey line locations, the updated boat track across the survey area, adjustable left/right indicator, as well as other positioning information such as boat speed, and bearing. Navigation and positioning data will be collected in the North American Datum (NAD) of 1983/2011 State Plane Florida West Zone (US feet). Vertical water level (tide) data will be collected in North American Vertical Datum (NAVD) or 1988 using Geoid 12b.

Bathymetry

APTIM will utilize an Odom Hydrographic Systems, Inc.'s Hydrotrac II (or equivalent), a single frequency portable hydrographic echo sounder for bathymetric data collection of the investigation area. A 200 kHz transducer will be used for the hydrographic survey. The sounder will be calibrated via bar-checks and a sound velocity probe at the beginning and end of the survey day. Sound velocity profiles will be collected using the Digibar sound velocity meter and profiles will be collected throughout the entire water column at the beginning and end of the survey operation period. Bar checks will be performed from a depth of 5 feet to a depth of 25 feet or to the allowed shallow depths.

Sidescan Sonar

An EdgeTech 4125-P sidescan sonar system (or equivalent) will be used to collect sidescan sonar data over the entire area of investigation. The sidescan sonar allows for the efficient creation of an image of a large area of the sea floor. The 4125-P uses full-spectrum chirp technology to deliver wide-band, high-energy pulses coupled with high resolution signal to noise ratio echo data. The portable sidescan package includes a laptop computer running the Discover® acquisition software and a 600/1600 kHz dual frequency towfish running in high definition mode.

Chirp Sub-Bottom

A high-resolution sub-bottom profiler, EdgeTech 3200 512i chirp sub-bottom (or equivalent) will be used to collect the high-resolution (shallow) chirp sub-bottom profile data. The 3200 SB-512i Full Spectrum Sonar is a versatile wideband FM sub-bottom profiler that collects digital normal incidence reflection data over many frequency ranges. This instrumentation generates cross-sectional images of the seabed capable of resolving bed separation resolutions of at least 0.3 meters up to a bed depth of up to 15 meters. The 3200 SB-512i transmits an FM pulse that is linearly swept over a full spectrum frequency range (also called a "chirp pulse"). Throughout the offshore chirp sub-bottom survey, selection of the chirp pulse will be modified in real time to obtain the best possible resolution of geologic features and the sequence stratigraphy (*i.e.* vertical sequence and lateral distribution of sediment bodies comprised by different grain sizes, sediment composition, and physical properties) that in turn optimizes data quality and enhances subsequent interpretation.

Magnetometer

A Geometrics G-882 Digital Cesium Marine Magnetometer (or equivalent) will be used to perform a cursory investigation of magnetic anomalies and to establish the presence and location of any potential underwater wrecks, cultural resources, or submerged hazards. The Geometrics G-882 magnetometer is capable of detecting and aiding the identification of any ferrous, ferric, or other objects that might have a distinct magnetic signature. This particular magnetometer is highly sensitive and is capable of identifying targets less than 1 gamma. The magnetometer will be towed at a depth above the seafloor that maximize the data resolution and far enough from the vessel to minimize interference from the vessel.

Geophysical Data Analysis

The data collected during the design-level investigation will be analyzed in the office. This data will be thoroughly processed, reviewed, and interpreted, to aid in the design of a borrow area (Task 5). The raw sounding (bathymetric) data will be reviewed and processed in HYPACK's *Single Beam Editor*. All errant soundings will be removed and corrected for the dynamic motion of the vessel. RTK GNSS water level data will compared to the local observed tide data for verification purposes and merged with processed soundings. The corrected file will be exported as a comma delimited XYZ file and used to create a bathymetric surface in ArcGIS. Sidescan sonar and chirp sub-bottom data will be reviewed in Chesapeake Technology's SonarWiz processing software, where it will be bottom tracked and gained accordingly to produce an enhanced image of the seafloor and sub-surface geology. Sidescan sonar data will be utilized to characterize and delineate the sand deposit as well as any avoidance areas. Much like the sidescan sonar data, magnetometer data will be utilized to determine any potential cultural resources and areas that should be avoided when designing the borrow area.

Task 3: Geotechnical Survey

The geotechnical survey task includes vibracore collection and analysis. Vibracore collection is a method of retrieving a vertical column of sediment. Through the analysis of a number of these samples collected at specifically designated locations within the borrow area, the engineers and geologists are able to create a map of the sediment characteristics within the borrow area. This data will be used to refine the borrow area to target high quality sediment and avoid areas of the potential borrow area with undesirable sediment. The data collected during this Task in conjunction with Task 4 will be used in Task 5 in the design of the borrow area.

Once the geophysical phase of Task 2 is complete, APTIM will demobilize the geophysical vessel and submit data to the archaeology subcontractor for review and clearance of the planned vibracore sites. Vibracores will be collected throughout the area at a spacing not to exceed 1,000 ft to satisfy the borrow area design and permitting requirements set forth by the FDEP. APTIM is expecting that 16 vibracores will be needed in order to sample the entire investigation area. It is assumed that this effort will take four (4) days.

Once field operations are completed, vibracores will be sent to APTIM's Boca Raton office where they will be split, logged and sampled. Additional information on vibracore collection and processing is described below.

Geotechnical Survey Equipment

APTIM will utilize a subcontractor for collection of the vibracores. The following additional equipment will be used for the geotechnical investigation.

Table 2: Geotechnical survey equipment

System	Type
Positioning	Trimble R8 GNSS
Navigation	Hypack 2018
Bathymetry	Odom Hydrographic Systems, Inc.'s Hydrotrac II
Vibracore	Pneumatic/Electric

Positioning System

A Trimble R8 RTK GNSS receiver (or equivalent) will be used for the main horizontal positioning system for the survey. GNSS corrections will be provided by the Florida Permanent Reference Network (FPRN) utilizing reference stations DSTN, PNMA. Corrections are received over air through a cellular network internet connection. A standard DGPS system will be used if cellular signal is lost or intermittent offshore

Navigation System

Hypack 2018 is a state-of-the-art navigation and hydrographic surveying software system. The navigation system will be interfaced with the Trimble R8 receiver and an onboard navigation computer. The location of the GPS antennae will be set relative to the reference point of the vessel. The offset to the over-the-side mounted fathometer, and the A-frame sheave point will be measured to the vessel reference points and entered into the navigation system to account for offsets. All data will be integrated in real time using the Hypack 2018 software. Online screen graphic displays will include the pre-plotted vibracore locations, the updated boat track across the survey area, adjustable left/right indicator, as well as other positioning information such as boat speed, and bearing. Navigation and positioning data will be collected in NAD 1983 State Plane Florida West Zone (US feet).

Bathymetry

APTIM will utilize an Odom Hydrographic Systems, Inc.'s Hydrotrac II, a single frequency portable hydrographic echo sounder to confirm water depths (and top of probe elevations) at each vibracore location. A 200 kHz transducer will be used for the hydrographic survey. The sounder will be calibrated via bar-checks and a sound velocity probe at the beginning and end of the survey day. Sound velocity profiles will be collected using the Digibar sound velocity meter and profiles will be collected throughout the entire water column at the beginning and end of the survey operation period. Bar checks will be performed from a depth of 5 feet to a depth of 25 feet or the allowed shallow depths.

Vibracore

APTIM will utilize the subcontractor's vibracore system, configured to collect undisturbed sediment vibracores up to 20 ft in length. The vibracore will be a mechanical vibracore system. The system will be deployed via winch and lowered to the ocean floor. Once on the bottom the vibracore system will be turned on and allowed to penetrate the sediments until it reaches the required target depth of 20 feet or refusal. If vibracore recovery is less than 80% then 2 more attempts will be given to reach the required penetration and/or increase core recovery.



Geotechnical Data Analysis

Upon completion of field operations, all vibracores will be transported to APTIM's Construction Materials Engineering Council, Inc.'s (CMEC) accredited geotechnical laboratory in Boca Raton, FL.

Vibracores will then be split lengthwise and logged in detail by APTIM geologists, describing sedimentary properties by layer in terms of layer thickness, color, texture (grain size), composition and presence of clay, silt, gravel, or any other identifying features in accordance with American Society for Testing and Materials (ASTM) standard procedure D2488-09a. The vibracores will be photographed in 2.0 ft intervals using a 16-megapixel digital camera (or equivalent) that will be mounted on a frame directly above the vibracores. The photographs will be taken using full spectrum overhead lighting and an 18% gray background, which provides a known reference color and is the standard reference value against which all camera light meters are calibrated. Sediment samples will be extracted from the vibracores at irregular intervals based on distinct stratigraphic layers and sediment quality. For stratigraphic layers within each vibracore that occurred at different depths, but that were significantly similar, a sample will not be collected or analyzed for this similar unit(s). Instead, APTIM will report the results of the first sample for the first unit as the virtual results of the similar unit(s).

The sediment samples will be analyzed to determine color, grain size distribution, and carbonate content. During sieve analysis, the wet, dry and washed Munsell colors will be noted. Grain size will be determined through sieve analysis in accordance with ASTM Standard Materials Designation D6913-17 for particle size analysis of soils. This method covers the quantitative determination of the distribution of sand particles. Sediment finer than the No. 230 sieve (4.0 phi) will be analyzed following ASTM Standard Test Method, Designation D1140-17. Mechanical sieving will be accomplished using calibrated sieves with a gradation of half phi intervals. Additional sieves representing key ASTM sediment classification boundaries will be included to meet appropriate beach-compatible mineral characterization. Weights retained on each sieve are then recorded cumulatively. The sieve stack, together with its Wentworth equivalence, used for mechanical analysis is provided in Table 3. Grain size results will be entered into the gINT[®] software program, which computes the mean and median grain size, sorting, and silt/clay percentages for each sample using the moment method. Grain size results will be displayed on the granulometric reports, grain size distribution curves, and logs. Carbonate content will be determined by percent weight using the acid leaching methodology described by Twenhofel and Tyler, 1941, and the testing procedures outlined within CPE-HAT-09. Results will be entered into the gINT[®] software program and displayed on the granulometric reports and grain size distribution curves.

Table 3: Granularmetric Analysis Mesh Sizes with associated Wentworth Size Class

Sieve Number	Size (phi)	Size (mm)	Wentworth Scale	
3/4	-4.25	19.00	Pebble	Gravel
5/8	-4.00	16.00		
7/16	-3.50	11.20		
5/16	-3.00	8.00		
3 1/2	-2.50	5.60		
4	-2.25	4.75		
5	-2.00	4.00		
7	-1.50	2.80	Granule	
10	-1.00	2.00		
14	-0.50	1.40	Very Coarse Sand	Sand
18	0.00	1.00		
25	0.50	0.71	Coarse Sand	
35	1.00	0.50		
45	1.50	0.36	Medium Sand	
60	2.00	0.25		
80	2.50	0.18	Fine Sand	
120	3.00	0.13		
170	3.50	0.09	Very Fine Sand	
200	3.75	0.08		
230	4.00	0.06		

Task 4: Cultural Resource Survey

As part of the requirements set forth by SHPO and FDEP, APTIM is required to conduct a Cultural Resource Survey (CRS) in order to clear the potential borrow area of any significant archaeological artifacts. As previously mentioned, during the geophysical survey, an RPA will be onboard the vessel to review the geophysical data and provide the necessary archeological clearance.

A cultural resource survey report will be completed by the RPA and submitted to CEPD and all regulatory agencies. For this report, historical research will be conducted within the survey region regarding any culturally significant activities and material. Geophysical data collected during the design-level geophysical survey will be used to assess the presence of culturally relevant sites and/or any manmade material and hazards on and potentially below the seafloor. Buffers will be applied to any hazards or potential culturally significant material identified on or below the seafloor. A thorough analysis of the sub-bottom data will be conducted to review for the presence of buried geomorphological features of archaeological potential including shell middens, paleochannels, levees, inset terraces, paleo-lagoon systems etc. The results of the Cultural Resource Investigation will be submitted to FDEP and SHPO and incorporated into the borrow area design.



Task 5: Borrow Area Design

APTIM geologists and engineers will conduct a Compatibility Analysis and write a Sediment QA/QC plan to match the borrow area(s) and the existing beach for optimum project performance. Under Task 1, information on the previously collected existing dry beach sand samples will be collected and reviewed. The results of the existing beach sand samples will be included as part of the final geotechnical report.

Based on the compatibility analysis, as well as the collected geophysical and geotechnical data, APTIM will design a borrow area within Redfish Pass. This borrow area will be delineated based on the correlation of the chirp sub-bottom and geotechnical information (vibracore logs and sediment sample analysis results) to produce an isopach (sediment thickness) map of the beach compatible sand resources in the investigation area. The isopach data will then be combined with the processed bathymetric elevation data to determine the elevation of the beach compatible material. The area is then further refined and buffered to remove anomalies, hazards, and protected resources identified from the sidescan sonar data, magnetometer data, and the Cultural Resource report results. The resulting elevations and deposit shapes are further considered in respect to dredge optimization, resulting in a finalized borrow area boundary with dredge cut elevations. The borrow area design will be drawn in the permit sketch format such that it can be used for future permitting. Permit sketches will include a plan-view and cross-sections for the borrow area design.

Task 6: Product and Report Development

A geotechnical report will be prepared summarizing the results of the investigation, and submitted to the FDEP and the CEPD. This report will include project results, including bathymetric and isopach (sediment thickness) maps, sub-bottom (seismic) survey profiles, vibracore logs, vibracore photographs, granulometric reports and grain size distribution curves.

APTIM will provide all geotechnical information in an electronic format suitable for input to the FDEP Regional Offshore Sand Source Inventory (ROSSI) database. The data will be submitted in Access or gINT files. The submission will include shapefiles (with the associated FGDC compliant metadata) of borrow area boundaries and seismic tracklines. Seismic data will be provided in HTML format. Seismic timestamps and shot points are not recorded as HTML formatting embeds all navigation data, making timestamps and shot points obsolete.

Assumptions

Work described herein is based upon the assumptions described below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, APTIM shall advise the CEPD in writing of the magnitude of the required adjustments, and changes in completion schedule or compensation to APTIM will be discussed with the CEPD.

APTIM proposes to perform the Redfish Pass Geotechnical Investigation to the industry standard of care and will coordinate the investigations with FDEP as required. Even though FDEP may agree with the scope of the investigations, beach compatible sand may not be located, FDEP may not approve the sand source(s) located, or FDEP may impose a sand placement QA/QC requirement that would be difficult to meet. If any of these events occur, it may be necessary to locate additional beach compatible sand sources at additional cost. APTIM will also make reasonable attempts to determine if other entities are



exploring the same sand sources or have a permit to use the same sand we intend to investigate. While unlikely, it is possible that others may claim the sand that we find, and negotiations and/or further exploration may be required if that occurs. Lastly, cultural or environmental resources may exist in or near the investigated borrow area that would limit or preclude a portion or all of its use.

In the case that a vibrocore does not have 80% retention, the agencies may not approve its use for design purposes.

APTIM will attempt to avoid any issues and restrictions, but there may be adverse circumstances that cannot be avoided or mitigated. This is to inform the client of the above referenced risks. All of the listed potential outcomes may be beyond the control of APTIM and may result in the need for additional services, which may include sand investigations, permitting, biological investigations, or engineering. APTIM is committed to working exclusively on CEPD's behalf and will strive to avoid or mitigate the risks as described above to the greatest extent practicable.

Schedule

Upon receiving the Notice to Proceed (NTP), APTIM will begin mobilization efforts, including survey planning and coordination and vessel transit/mobilization. Once mobilization is completed, it is expected that the geophysical survey (Task 2) will take 3 days. After the sub-contractor's vessel and equipment are mobilized, the design-level geotechnical survey (Task 3) will begin and should take approximately 4 days. Once vibrocores are collected, APTIM will demobilize field operations and begin processing all geophysical and geotechnical data and begin designing the borrow area and generating a final report of findings.

Fee Proposal

The proposed work will be performed by APTIM as a Task Order under the terms and conditions of our Master Services Agreement dated October 17, 2012, (the "Agreement"). The work described above, to perform a sand search with borrow area design for Redfish Pass, Florida, has a lump sum cost of \$349,932.25, as detailed in Exhibit A.

If you have any questions, please feel free to call or email me directly. Thank you for the opportunity to serve the CEPD.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Pfeiffer".

Michelle R. Pfeiffer, P.E.
Senior Coastal Engineer
Aptim Coastal Planning & Engineering, LLC.

A handwritten signature in blue ink that reads "Jeffrey L. Andrews".

Jeffrey L. Andrews, P.S.M., C.H.
Director of Operations

cc: Thomas P. Pierro, P.E., D.CE., APTIM
Beau C. Suthard, PG, APTIM

Please Reply To: Michelle Pfeiffer
Phone: 561 361 3177
E-Mail Address: michelle.pfeiffer@aptim.com

EXHIBIT A

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
REDFISH PASS SAND SEARCH AND BORROW AREA DESIGN**

February 8, 2019

PREPARED BY:

APTIM

**FEE PROPOSAL FOR
 CAPTIVA EROSION PREVENTION DISTRICT
 REDFISH PASS SAND SEARCH AND BORROW AREA DESIGN**

**PROJECT PROPOSAL SUMMARY
 PREPARED BY: APTIM**

	DESCRIPTION	LABOR COSTS	EQUIPMENT COSTS	DIRECT COSTS	TASK COST
	REDFISH PASS SAND SEARCH AND BORROW AREA DESIGN	\$221,388.00	\$19,974.00	\$108,570.25	\$349,932.25
	SUBTOTALS	\$221,388.00	\$19,974.00	\$108,570.25	\$349,932.25
TOTAL PROJECT COST =					\$349,932.25

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
REDFISH PASS SAND SEARCH AND BORROW AREA DESIGN**

Description	LABOR COSTS											
	Principal Engineer (Hours)	Senior Coastal Engineer (Hours)	Program Manager (Hours)	Professional Surveyor and Mapper (Hours)	Surveyor (Hours)	Survey Technician (Hours)	Professional Geologist (Hours)	Project Geologist (Hours)	Geologist II (Hours)	Geologist I (Hours)	CAD Operator (Hours)	GIS Operator (Hours)
Redfish Pass Sand Search and Borrow Area Design	34	98	120	83	318	64	205	112	535	236	10	22
Total Hours =	34	98	120	83	318	64	205	112	535	236	10	22
Rate =	\$215	\$164	\$146	\$179	\$98	\$85	\$136	\$125	\$115	\$95	\$100	\$100
Cost =	\$7,310	\$16,072	\$17,520	\$14,857	\$31,164	\$5,440	\$27,880	\$14,000	\$61,525	\$22,420	\$1,000	\$2,200
LABOR COST	\$221,388											

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
REDFISH PASS SAND SEARCH AND BORROW AREA DESIGN**

Description	EQUIPMENT COSTS												
	24-ft Survey Vessel (Days)	Truck (Road Use per Mile) (Miles)	Enclosed 18" Trailer (Miles)	RTK GPS (Days)	Hypack/ Hysweep Navigation System (Days)	Heave, Pitch, & Roll Compensator (Days)	Speed of Sound Velocity Meter (Days)	Odom Hydrotrack Sounder (Days)	CHIRP 512i Seismic Profiling System (Days)	Edgetech Sidescan Sonar System (Days)	Geometrics Magnetometer (Days)	Oceanographic Winch (Days)	SonarWiz (Days)
Redfish Pass Sand Search and Borrow Area Design	4	1000	7	7	7	7	7	7	3	3	3	8	3
Total =	4	1,000	7	7	7	7	7	7	3	3	3	8	3
Rate =	\$790	\$0.445	\$78	\$495	\$260	\$215	\$63	\$165	\$1,150	\$695	\$215	\$99	\$155
Cost =	\$3,160	\$445.00	\$546	\$3,465	\$1,820	\$1,505	\$441	\$1,155	\$3,450	\$2,085	\$645	\$792	\$465
EQUIPMENT COST	\$19,974.00												

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT**

REDFISH PASS SAND SEARCH AND BORROW AREA DESIGN

Description	DIRECT COSTS							
	Eugenie Clark (Geophysical) (Cost)	SEARCH (CRS) (Cost)	Athena Vibracores (Geotechnical) (Cost)	Dockage (Days)	Vibracore Supplies (Storage Liners/Steel) (Cost)	Vibracore Shipping/ Handling (Cost)	Meals (Days)	Lodging (Units)
Redfish Pass Sand Search and Borrow Area Design	1	1	1	4	1	1	42	13
Total =	1	1	1	4	1	1	42	13
Rate =	\$19,610	\$27,415.85	\$41,960	\$165.60	\$1,110	\$2,000	\$36	\$1,100
Cost =	\$19,610	\$27,415.85	\$41,960	\$662.40	\$1,110	\$2,000	\$1,512	\$14,300
DIRECT COST	\$108,570.25							

CEPD Proposed General Budget

REVISED DRAFT

FY2018-19

FY19-20

Ordinary Income/Expense	FY 2019 Budget	FY 2020 20% Increase	FY 2020 25% Increase
Income			
Ad Valorem Tax	\$411,735.51	\$502,772.61	\$525,531.89
Interest	\$250.00	\$250.00	\$250.00
Other	\$5,000.00	\$5,000.00	\$5,000.00
TDC Grant	\$38,200.00	\$38,200.00	\$38,200.00
Total Income	\$455,185.51	\$546,222.61	\$568,981.89
Expenses			
Advertising	\$4,000.00	\$4,000.00	\$4,000.00
Board Meetings	\$500.00	\$1,000.00	\$1,000.00
Copier Lease	\$3,000.00	\$3,000.00	\$3,000.00
Dues & Subscriptions	\$800.00	\$2,700.00	\$2,700.00
General Insurance	\$10,500.00	\$14,500.00	\$14,500.00
Newsletter	\$1,500.00	\$3,000.00	\$3,000.00
Office Supplies/Services	\$6,000.00	\$9,000.00	\$9,000.00
Postage	\$1,500.00	\$1,500.00	\$1,500.00
Rent	\$18,000.00	\$18,000.00	\$18,000.00
Repairs	\$1,000.00	\$3,500.00	\$3,500.00
Telephone	\$3,500.00	\$4,900.00	\$4,900.00
Travel and Per Diem	\$7,000.00	\$15,000.00	\$15,000.00
Utilities	\$2,000.00	\$2,500.00	\$2,500.00
Website/Computer Maintenance	\$7,500.00	\$15,000.00	\$15,000.00
Warranties		\$6,000.00	\$6,000.00
Beach Maintenance Monitor	\$38,200.00	\$38,200.00	\$38,200.00
Referendum	\$20,000.00	\$6,500.00	\$6,500.00
History of CEPD	\$40,000.00	\$40,000.00	\$40,000.00
Board Approved Special Projects	\$30,000.00	\$45,000.00	\$85,000.00
Total Admin Expenses	\$195,000.00	\$233,300.00	\$273,300.00
Capital Outlay-Equipment	\$4,000.00	\$15,000.00	\$15,000.00
Consulting & Professional Fees			
Professional Consulting Fees	\$115,000.00	\$120,000.00	\$120,000.00
Professional Fees	\$40,000.00	\$69,500.00	\$69,500.00
Total Consult & Professional Fees	\$155,000.00	\$189,500.00	\$189,500.00
Cost of Collecting Ad Valorem			
Property Appraiser Fees	\$3,500.00	\$4,000.00	\$4,000.00
Tax Collector Commissions	\$8,000.00	\$10,000.00	\$10,000.00
Total Cost of Collection	\$11,500.00	\$14,000.00	\$14,000.00
Subtotal of All Expenses	\$365,500.00	\$451,800.00	\$491,800.00
Transfer of Operating Reserves	\$89,685.51	\$94,422.61	\$77,181.89
Total Expenses Inc Transfer	\$455,185.51	\$546,222.61	\$568,981.89

546,222.61

568981.89

\$1,462,943,000 estimated tax assessor numbers from their letter of 5 31 19

1,389,795,850 95% of value

525531.89

502,773

0.00037814

0.0003618

amt needed for ad valorem tax (after subtracting interest, other, and tdc grant for 43,450)

amt needed for ad valorem tax / 95% of value

95% of value * ad valorem # (figured by dividing the amount needed for ad valorem tax by the value)

Why don't we use cd or anything to get more interest income?

estoppel checks, court settlement? (\$125), misc

TDC funding of beach ambassador

referendum

water for meetings, town hall meetings additional

FSBPA, ASBPA, Chamber of Commerce, Parks/Recreation, FASD

Beach vehicle added

FASD, FSPBA-Sept & Mar, ASPBA

electric, trash p/u

upgraded google service/server storage--Junopi, website improvements, NextCloud, Monday.com

\$3800 for last 2 years, then to move forward

history only: budgeted for last year and not yet used

reorganize storage of archives, lease of shirley lot, SOP review - SEA LEVEL STUDY

new office furniture

229800

236,694 Hans @ \$229800 + 3% increase in agreement, 50% for general and 50% for capital

Stroud 15K (15K represents general budget services) 10k-additional service expected 1000/m), Stroemer 31K (50-

percent=15.5K), Mauldin & Jenkins 14K(50-percent). APTIM 30K(50%)

Names changes for continuity with the Capital bduget

Should these be increased?

25% increase from last year



23 May 2019

Carolyn Weaver
Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
Captiva, Florida 33924

Sent via e-mail: carolyn@mycepd.com

RE: Appraisal of properties identified as STRAP # 03-46-21-00-00005.00CE and 35-45-21-00-00005.00CE, Captiva, Florida

Dear Ms. Weaver:

We appreciate the opportunity to be of service. As requested, we propose to provide you with an appraisal on the above-referenced property. The following is a summary of the terms:

Report Type	Appraisal Report
Fee	\$8,600
Retainer Required (prior to commencement of assignment)	\$4,300
Client	Captiva Erosion Prevention District
Intended User	Captiva Erosion Prevention District
Intended Use	The intended use of the appraisal is for valuation for an independent taxing district for purposes of determining assessments for a beach renourishment project.
Type of Value	Market Value
Effective Date	15 October 2018
Completion Date	3.5 weeks from engagement
Comments:	<p>The Sunset Captiva parcel is a contiguous common element that includes land and association improvements that are off the beach. For the purposes of this appraisal, only the beachfront portion of that common element parcel (exact area TBD) will be appraised.</p> <p>An Extraordinary Assumption will be made that the property was in similar condition on the effective date to that observed on the inspection date.</p>

Our appraisal report will consist of an analysis of the properties utilizing the three traditional approaches to value (costs, sales comparison and income), if applicable. This appraisal will be prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP). Attached to this proposal letter is a set of standard assumptions and limiting conditions. Your appraisal will be prepared subject to the Assumptions and Conditions and are considered part of this proposal. The Client agrees to conform to any and all specific conditions mentioned in the attached Assumptions and Limiting Conditions and to hold Maxwell, Hendry & Simmons, LLC harmless in this assignment.

If the preceding terms are agreeable, please sign this letter below where indicated and return it to us along with the requested retainer.

Thank you for the interest you have shown in our firm. We look forward to working with you on this project.

Sincerely,



Matthew S. Simmons
State-Certified Residential Real Estate Appraiser, RD5762

Signature

Acceptance Date

"EXHIBIT TO ACCEPTANCE LETTER"
ASSUMPTIONS AND LIMITING CONDITIONS

This analysis is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal.

Marketable title, but not responsibility as to legal matters, is assumed.

It is assumed that the legal descriptions as provided are correct, that the improvements are entirely and correctly located on the property described, and that there are no encroachments or overlapping boundaries. Unless stated otherwise, legal access to the property is assumed. An inspection, but no survey will be made.

The property will be analyzed as if free and clear and unencumbered by mortgages, liens, delinquent taxes, assessments, special or unusual deed conditions or restrictions, but subject to zoning regulations. An investigation, but no record search will be made.

The data used in compiling this report will be secured from sources considered reliable and authentic and, so far as possible, will be verified. However, no responsibility is assumed for its accuracy or correctness.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report. It is further assumed that all applicable zoning, land use regulations, and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report. This report is also subject to the receipt of all necessary building permits and approvals (where applicable) to allow for the construction of the project being appraised. This report is subject to all growth management ordinances (i.e. concurrency), both local and state. The appraiser has relied upon representations made by the developer, client, or authorities considered to be knowledgeable in this regard. Unless otherwise stated, a determination was not made by the appraiser as to the development potential of the project.

This consulting report will be prepared at a specified point in time as indicated by the date of valuation. Therefore, this report cannot be used prior to or subsequent to the effective date of the appraisal. Market values and conditions change significantly with the passage of time. This report cannot be viewed subsequent to the appraisal date and then reliance placed on values, opinions, and analysis made by the appraiser or other consultants in the report.

No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.

The appraiser herein, by reason of this report, is not required to give testimony or attendance in court or any governmental hearing with reference to the property appraised, unless arranged previously therefore. The consideration for the preparation of this report is the payment by the employer of all charges due the appraiser in connection therewith. Any responsibility of the appraiser for any part of the report is conditioned upon full payment.

In this assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation and/or existence of toxic waste, which may or may not be present on the property, has not been considered. The consultant is not qualified to detect such substances. We urge the client to retain an expert in this field, if desired.

No structural or component problems are known to exist on the property (improvements) although the consultant does not warrant against same. The consultant is not qualified to detect covert deficiencies in a property or structure and recommends that a professional property inspector and/or engineer be consulted with regard to these possible defects. The zoning code, unless otherwise stated, will not be verified by the

appraiser. The appraiser will rely upon maps and other documentation as provided by the Zoning Department of the respective county in which the property is located.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the author, particularly as to the conclusion, the identity of the consultant or firm with which he/she is connected, or any reference to any professional organization of which the consultant may be a member.

The consultant has no present or contemplated future interest in the property appraised, and compensation for making this analysis is in no manner contingent on the analysis reported.

I hereby certify that, to the best of my knowledge and belief, the statements and opinions contained in this report will be correct, subject to the assumptions and limiting conditions above set forth and subject to modifications and changes of conditions as stated in the body of the report.

June 5, 2019

VIA E-MAIL

Carolyn L. Weaver
Administrator
Captiva Erosion Prevention District
carolyn@mycepd.com

RE: Appraisal Services Agreement
Right-of-Way/Beach Access along Captiva Drive, Captiva, FL 33924
11575 Sunset Captiva Lane, Captiva, FL 33924

Dear Carolyn:

Carroll & Carroll ("Appraiser") proposes this agreement for appraisal services to Captiva Erosion Prevention District ("Client"). Please sign and return a copy to indicate acceptance of these terms and conditions for the engagement. We look forward to being of service.

Client and Appraiser agree to the terms of engagement set forth below and refer to these terms collectively as the "Agreement." When capitalized below, the term "Personnel" refers to any and all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.

1. Specifications of the Appraisal.

Subject Property(s):	Right-of-Way/Beach Access along Captiva Drive Captiva, FL 33924 Strap No:03-46-21-00-00005.00CE
	11575 Sunset Captiva Lane Captiva, FL 33924 Strap No: 35-45-21-00-00005.00CE

Intended Use of Appraisal:	Asset management including determining the assessed values for an independent taxing district for purposes of a beach renourishment project. Appraiser does not intend or authorize any other use of the appraisal.
Intended User(s):	Captiva Erosion Prevention District. Appraiser does not intend, authorize or anticipate that any other parties will use or rely on the appraisal.
Interest to be Valued:	Fee Simple
Type of Value:	Assessed Value
Date of Value:	As Is (Date of Inspection)
Scope of Work:	Inspect all properties, review all property documents including surveys, zoning, future land use, and other documentation. Review how the properties relate to their neighborhood, and to the broader market area, in development of a highest and best use conclusion. Develop all applicable approaches to value. Estimate the fair market contribution value of each property and then apply the appropriate discount consistent with the Lee County Property Appraiser to estimate the assessed values. Prepare appraisal reports summarizing the parameters of the appraisal assignment, the property identification, the application of appraisal methodology, and the logical support for the value conclusions.

Report Format:	Appraisal Report
Delivery Date:	Within three weeks following authorization to proceed or can adjust accordingly. This assumes we are engaged in a timely manner and we are able to obtain all necessary property information as soon as possible. Appraiser will use Appraiser's best efforts to deliver the appraisal report no later than such date. Delay in arrangements for access by Client or other parties may delay completion.
Interest In or Prior Services Regarding Subject Property:	The appraiser or appraisers who will perform the appraisal have no knowledge of having any current or prospective interest in Subject property and have not performed any prior services regarding Subject property within the last three years, as an appraiser or in any other capacity.
Appraisal Standards:	Uniform Standards of Professional Appraisal Practice
Special Conditions:	For appraisal purposes a hypothetical condition will be required for the right-of-way parcel in that it is only a viable parcel if assembled with one of the adjacent properties (this is assuming it is not a legally conforming lot). A hypothetical condition will be required for the Sunset Captiva Parcel in that we will be appraising the site as though vacant.
Appraisal Fee:	\$6,000.00
Payment Terms:	Payment can be made by check, payable to Carroll & Carroll, or electronically through our web site at www.carrollandcarroll.com . We will remind you before delivery if payment has not been made.

- 2. Property Documentation.** Client agrees to provide Appraiser with the documentation required and requested by the Appraiser to complete the appraisal. Delays in Appraiser's receipt of requested definition and grant of access may result in Appraiser being unable to deliver the appraisal report on the delivery date stated above.
- 3. Appraisal Statements and Conditions.** The appraisal performed under this Agreement will be subject to all statements, assumptions, limiting conditions and other conditions (collectively, "Appraisal Conditions") set forth in the appraisal report. Client agrees that Client will review the Appraisal Conditions upon receipt of the report and that Client's use of the appraisal will constitute acceptance of the Appraisal Conditions. The Appraisal Conditions shall be considered as being incorporated into and forming part of this Agreement with respect to the appraisal in which they are contained and to the services relating to that appraisal.
- 4. Confidentiality.** Appraiser and its Personnel will comply with all duties of confidentiality imposed by applicable law and professional appraisal standards.
- 5. When Appraiser's Obligations Are Complete.** Appraiser's obligations under this Agreement are complete when the appraisal report specified above has been delivered to Client. Appraiser agrees to be reasonably responsive to Client's legitimate inquiries regarding the contents of the report after delivery.
- 6. Cancellation of Assignment.** Client may cancel this Agreement at any time prior to Appraiser's delivery of the appraisal report upon written notification to Appraiser. Client shall pay Appraiser for work completed on the assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.
- 7. Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the services described herein. Other than such materials that are incorporated expressly into this Agreement, no other agreement, statement, or promise made on or before the date this Agreement became effective will be binding on the parties.
- 8. Modifications.** This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.
- 9. Assignment.** Neither party may assign this Agreement, or any rights or claims under this Agreement, to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

10. Testimony in Court or Other Proceedings. Unless otherwise stated in this Agreement, Client agrees that Appraiser's engagement pursuant to this Agreement does not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment. If Appraiser is required by subpoena or other legal process to testify at any deposition or proceeding, Client agrees to compensate Appraiser at Appraiser's regular rates in effect at the time of such testimony and to reimburse Appraiser for Appraiser's reasonable out-of-pocket expenses.

11. Severability. If any provision of this Agreement is held, in whole or part, to be void, unenforceable or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.

12. Governing Law and Jurisdiction. This Agreement and any dispute between Client and Appraiser shall be governed by the law of the State of Florida, exclusive of Florida's choice of law rules. Client and Appraiser agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the State of Florida, and the parties hereby waive any objections to the personal jurisdiction or venue of said court.

13. Signature and Copies. A signature on a copy of this Agreement received by facsimile, by email or in digital form is binding upon the parties as an original. The parties shall treat a photocopy of such facsimile or printout of the emailed or digital form as a duplicate original.

14. Expiration. This Agreement is valid only if signed by both Appraiser and Client within 10 days of the date appearing on the first page.

Don't hesitate to call if you have questions.

Client:

Dated: _____

By: _____

Name: _____

Position: _____

Appraiser:



By: _____

Name: Timothy W. Sunyog, MAI
Cert Gen RZ3288

Position: Principal



June 10, 2019

Captiva Island Historical Society
PO Box 163
Captiva, FL 33924

Dear CIHS:

The Captiva Erosion Prevention District is pleased to financially support the Captiva Island Historical Society in the creation of the video "Sands of Time: The Past and Future of Erosion on Captiva."

It is our understanding that in exchange for CEPD's financial support of \$10,000.00 that the CIHS will own the copyright to the video, but will make it available without cost to the CEPD for educational purposes. We expect that the video will be very useful and informative to the public as the CEPD enters into its next renourishment project, and intend to use the video, or parts of it, on our website and in public forums, among other educational uses.

Additionally, we are happy to make available information from the CEPD on the island's renourishment projects that might be of interest in the video's production.

Thank you for all you do.

Sincerely,

Carolyn Weaver
Administrator

Westcor Land Title

INSURANCE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

Search No: 19-17091

Agent No: 1509

Customer File Number: Parking Lot

THE ATTACHED REPORT IS ISSUED TO SUPERIOR TITLE SERVICES OF SANIBEL, INC. THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO SECTION 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the Recipient named above includes a listing of the owner(s) of record of the land described herein together with current ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages and judgments recorded in the Official Records Books of Lee County, Florida that appear to encumber the title to said land. It is the responsibility of the Recipient named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance commitment, a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Property Information Report and the documents attached hereto.

Period searched: From **08/21/1973** to **03/04/2019 @ 08:00 AM**

The land referred to herein is described as follows:

See attached Exhibit "A"

NOTE: it appears that parcel is a portion of the common areas of Sunset Beach Villas Condominium.

Westcor Land Title Insurance Company

Telephone # **(866) 200-3366**

Dated: **April 4, 2019**

PROPERTY INFORMATION REPORT

Plant Order #. **19-17091**

Record Title appears to be vested in:

Lee County, a political subdivision of the State of Florida

by virtue of the following:

Fee Simple Deed recorded in Official Records Book 981, Page 727, of the Public Records of Lee County, Florida.

Ad Valorem taxes appear to be paid through the year **No taxes due**

Encumbrances:

1. **Payment of any special lien/assessments imposed by City, County, and/or State.**

NOTE: This County may have special lien/assessments imposed by the local municipality. These lien/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The municipality which governs subject property must be contacted to verify payment status.

2. No mortgages found.
3. Resolution to Vacate Road recorded in Official Records Book 176, Page 294.

Exhibit "A"

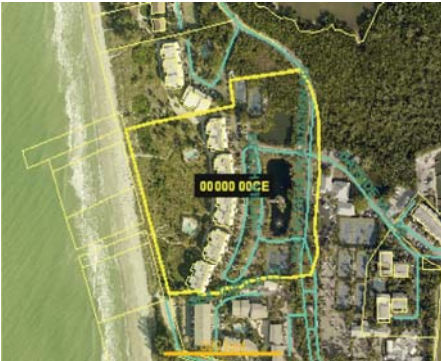
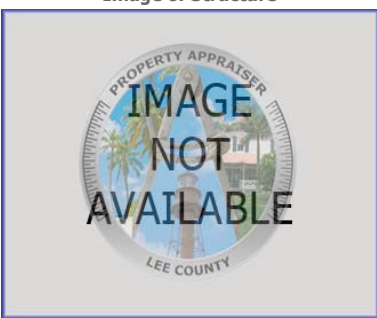
A Lot or Parcel of land lying in Government Lot 1, Section 26, Township 45 South, Range 21 East, Captiva Island, Lee County, Florida which Lot or Parcel is described as follows:

From the Northeast corner of Lot 1, Block 3, Brynnt's Addition to Gulfview as shown on Plat recorded in Plat Book 3 at Page 21 of the Public Records of said Lee County, run North 77 degrees 10 minutes 20 seconds West along the South line of Binder Avenue (35 feet wide) for 322.85 feet to an intersection with the Easterly line of a Public Road 30 feet wide as shown on Plat of Gulfview Subdivision recorded in Plat Book 3 at Page 8 of the Public Records; thence North 16 degrees 50 minutes West along said Northeasterly line for 186.67 feet to the Point of Beginning.

From said Point of Beginning continue North 16 degrees 50 minutes West along said Northeasterly line for 56 feet; thence run North 73 degrees 10 minutes East perpendicular to said Northeasterly line for 65 feet; thence South 16 degrees 50 minutes East parallel with said Northeasterly line of said Public Road for 56 feet; thence South 73 degrees 10 minutes West for 65 feet to the Point of Beginning.

Property Data

STRAP: 26-45-21-26-00000.00CE Folio ID: 10004443

<p>Owner Of Record - Sole Owner ⓘ</p> <p>SUNSET BEACH VILLAS CONDO PO BOX 100 SANIBEL FL 33957</p> <p>Site Address</p> <p>SUNSET BEACH VILLAS CONDO C/E CAPTIVA FL</p> <p>Property Description ⓘ Do not use for legal documents!</p> <p>SUNSET BEACH VILLAS CONDOMINIUM OR 1230 PG 0987 + OR 2602 PG 1797 COMMON ELEMENT POOL + TENNIS</p> <p>Classification / DOR Code</p> <p>OUTDOOR RECREATIONAL / 97</p>	<p style="text-align: center;">[Tax Map Viewer]</p>  <p style="text-align: center;">[Pictometry Aerial Viewer]</p>														
<p style="text-align: center;">Current Working Values ⓘ</p> <p>Just 0 As Of 07/25/2018</p> <p style="text-align: center;">Attributes</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Land Units Of Measure ⓘ</td> <td style="text-align: right;">AC</td> </tr> <tr> <td>Units ⓘ</td> <td style="text-align: right;">12.08</td> </tr> <tr> <td>Total Number of Buildings</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total Bedrooms / Bathrooms</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Total Living Area ⓘ</td> <td style="text-align: right;">0</td> </tr> <tr> <td>1st Year Building on Tax Roll ⓘ</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td>Historic District</td> <td style="text-align: right;">No</td> </tr> </table>	Land Units Of Measure ⓘ	AC	Units ⓘ	12.08	Total Number of Buildings	0	Total Bedrooms / Bathrooms	0	Total Living Area ⓘ	0	1st Year Building on Tax Roll ⓘ	N/A	Historic District	No	<p style="text-align: center;">Image of Structure ⓘ</p> 
Land Units Of Measure ⓘ	AC														
Units ⓘ	12.08														
Total Number of Buildings	0														
Total Bedrooms / Bathrooms	0														
Total Living Area ⓘ	0														
1st Year Building on Tax Roll ⓘ	N/A														
Historic District	No														

Property Value History

Tax Year	Just	Market Assessed	Capped Assessed	Taxable
1996	0	0	0	0
1997	0	0	0	0
1998	0	0	0	0
1999	0	0	0	0
2000	0	0	0	0
2001	0	0	0	0
2002	0	0	0	0
2003	0	0	0	0
2004	0	0	0	0
2005	0	0	0	0
2006	0	0	0	0
2007	0	0	0	0
2008	0	0	0	0
2009	0	0	0	0
2010	0	0	0	0
2011	0	0	0	0
2012	0	0	0	0
2013	0	0	0	0
2014	0	0	0	0
2015	0	0	0	0
2016	0	0	0	0
2017	0	0	0	0
2018	0	0	0	0

The **Just** value is the total parcel assessment (less any considerations for the cost of sale). This is the closest value to *Fair Market Value* we produce and is dated as of January 1st of the tax year in question ([F.A.C. 12D-1.002](#)).

The **Market Assessed** value is the total parcel assessment (less any considerations for the cost of sale) based upon the assessment standard. Most parcels are assessed based either upon the *Highest and Best Use* standard or the *Present Use* standard ([F.S. 193.011](#)). For *Agriculturally Classified* parcels (or parts thereof), only agricultural uses are considered in the assessment ([F.S. 193.461 \(6\) \(a\)](#)). The difference between the *Highest and Best Use/Present Use* and the *Agricultural Use* is often referred to as the *Agricultural Exemption*.
(i.e. Market Assessed = Just - Agricultural Exemption)

The **Capped Assessed** value is the *Market Assessment* after any *Save Our Homes* or *10% Assessment Limitation* cap is applied. This assessment cap is applied to all properties and limits year-to-year assessment increases to either the *Consumer Price Index* or 3%, whichever is lower for Homestead properties OR 10% for non-Homestead properties.

Westcor Land Title

INSURANCE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

Search No: 19-27031

Agent No: 1509

Customer File Number: 00001.2020

THE ATTACHED REPORT IS ISSUED TO SUPERIOR TITLE SERVICES OF SANIBEL, INC. THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO SECTION 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the Recipient named above includes a listing of the owner(s) of record of the land described herein together with current ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages and judgments recorded in the Official Records Books of Lee County, Florida that appear to encumber the title to said land. It is the responsibility of the Recipient named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance commitment, a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Property Information Report and the documents attached hereto.

Period searched: From **05/21/1986** to **04/08/2019** @ 08:00 AM

The land referred to herein is described as follows:

Part of Government Lots 1&2 as recorded in Official Records Book 1846, Page 3934 and 3020, Page 2139.

Westcor Land Title Insurance Company

Telephone # **(866) 200-3366**

Dated: **May 13, 2019**

PROPERTY INFORMATION REPORT

Plant Order #. **19-27031**

Record Title appears to be vested in:

MeriStar SS Plantation Company, LLC n/k/a BRE/South Seas Resort Owner, LLC

by virtue of the following:

Warranty Deed recorded in Official Records Book 3020, Page 2139, of the Public Records of Lee County, Florida.

Ad Valorem taxes appear to be paid through the year **2018**

Encumbrances:



1. Payment of any special lien/assessments imposed by City, County, and/or State.

NOTE: This County may have special lien/assessments imposed by the local municipality. These lien/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The municipality which governs subject property must be contacted to verify payment status.

2. Mortgage from **BRE/South Seas Resort Owner, LLC** to **MERS as nominee for Bear Stearns Commercial Mortgage, Inc.**, recorded on **03/08/2006**, in Instrument # **2006000099758**, of the Public Records of **Lee** County, Florida. Consideration **\$360,000,000.00**, together with Assignment of Rents recorded in Instrument # 2006000099759, 2012000120864 and 2012000120865, Assignments of Mortgage recorded in Instrument # 2012000120820, 20120001208211 and Modifications of Mortgage recorded in Instrument # 2013000115026, 2016000158858 and 2016000201880.
3. Second Mortgage Mortgage from **BRE/South Seas Resort Owner, LLC etal** to **General Electric Capital Corporation**, recorded on **05/16/2013**, in Instrument # **2013000115027**, of the Public Records of **Lee** County, Florida. Consideration **\$315,143,347.00**, together with Amendment recorded in Instrument # 2016000158861.
4. Numerous Easements and Assignments are attached.

Property Data

STRAP: 26-45-21-00-00001.2020 Folio ID: 10004112

<p>+ Owner Of Record - Sole Owner ?</p> <p>BRE/SOUTHSEAS RESORT OWNER LLC c/o PROPERTY TAX-HOTELS PO BOX A-3956 CHICAGO IL 60690</p> <p>Site Address</p> <p>2800-5640 SOUTH SEAS PLANTATION RD CAPTIVA FL 33924</p> <p>SEE ALTERNATE ADDRESS INFORMATION SECTION BELOW</p> <p>Property Description Do not use for legal documents! ?</p> <p>PARL IN GOVT LTS 1+2 DESC IN OR 1846 PG 3934</p> <p>Classification / DOR Code</p> <p>MULTI-FAMILY 10 OR MORE / 03</p>	<p>[Tax Map Viewer]</p>  <p>[Pictometry Aerial Viewer]</p>
<p>Current Working Values ?</p> <p>Just 14,024,254 As Of 07/16/2018</p> <p>Attributes</p> <p>Land Units Of Measure + Multiple - see Appraisal Details</p> <p>Units + Multiple - see Appraisal Details</p> <p>Total Number of Buildings 18</p> <p>Total Bedrooms / Bathrooms / Fixtures 160 / 162.0 / 114</p> <p>Total Living Area + 125,347</p> <p>1st Year Building on Tax Roll + 1974</p> <p>Historic District Yes</p>	<p>Image of Structure ?</p>  <p>< Photo Date December of 2018 > <input type="checkbox"/> View other photos</p> <p>Last Inspection Date: 02/26/2018</p>

Property Value History

Tax Year	Just	Market Assessed	Capped Assessed	Taxable
1992	14,529,790	14,529,790	14,529,790	14,529,790
1993	14,446,240	14,446,240	14,446,240	14,446,240
1994	14,363,710	14,363,710	14,363,710	14,363,710
1995	14,281,360	14,281,360	14,281,360	14,281,360
1996	14,198,540	14,198,540	14,198,540	14,198,540
1997	14,187,920	14,187,920	14,187,920	14,187,920
1998	14,013,840	14,013,840	14,013,840	14,013,840
1999	13,957,340	13,957,340	13,957,340	13,957,340
2000	13,937,850	13,937,850	13,937,850	13,937,850
2001	15,222,130	15,222,130	15,222,130	15,222,130
2002	15,158,980	15,158,980	15,158,980	15,158,980
2003	15,138,700	15,138,700	15,138,700	15,138,700
2004	11,551,740	11,551,740	11,551,740	11,551,740
2005	7,866,610	7,866,610	7,866,610	7,866,610
2006	10,843,890	10,843,890	10,843,890	10,843,890
2007	14,728,270	14,728,270	14,728,270	14,728,270
2008	11,015,060	11,015,060	11,015,060	11,015,060
2009	7,261,580	7,261,580	7,261,580	7,261,580
2010	6,547,110	6,547,110	6,547,110	6,547,110
2011	6,230,117	6,230,117	6,230,117	6,230,117
2012	5,829,140	5,829,140	5,829,140	5,829,140
2013	6,561,946	6,561,946	6,412,054	6,412,054
2014	8,247,827	8,247,827	7,053,259	7,053,259
2015	8,266,653	8,266,653	7,758,585	7,758,585

Westcor Land Title

INSURANCE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

Search No: 19-27039

Agent No: 1509

Customer File Number: 00001.0010

THE ATTACHED REPORT IS ISSUED TO SUPERIOR TITLE SERVICES OF SANIBEL, INC. THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO SECTION 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the Recipient named above includes a listing of the owner(s) of record of the land described herein together with current ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages and judgments recorded in the Official Records Books of Lee County, Florida that appear to encumber the title to said land. It is the responsibility of the Recipient named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance commitment, a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Property Information Report and the documents attached hereto.

Period searched: From **12/18/1997** to **04/08/2019** @ 08:00 AM

The land referred to herein is described as follows:

See attached Exhibit "A"

Westcor Land Title Insurance Company

Telephone # **(866) 200-3366**

Dated: **May 13, 2019**

PROPERTY INFORMATION REPORT

Plant Order #. **19-27039**

Record Title appears to be vested in:

MSH Captiva, LLC n/k/a CPINES, LLC

by virtue of the following:

Warranty Deed recorded in Instrument # 2015000242165, of the Public Records of Lee County, Florida.

Power of Attorney recorded in Instrument # 2015000242164, together with Affidavit recorded in Instrument # 2015000242163.

Ad Valorem taxes appear to be paid through the year **2018**

Encumbrances:

1. **Payment of any special lien/assessments imposed by City, County, and/or State.**

NOTE: This County may have special lien/assessments imposed by the local municipality. These lien/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The municipality which governs subject property must be contacted to verify payment status.

2. Mortgage from **CPINES, LLC f/k/a MSH Captiva, LLC** to **OakStar Bank**, recorded on **09/27/2017**, in Instrument # **2017000201736**, of the Public Records of **Lee County, Florida**. Consideration **\$1,607,929.50**.
3. Mortgage from **CPINES, LLC f/k/a MSH Captiva, LLC** to **OakStar Bank**, recorded on **11/07/2018**, in Instrument # **2018000262395**, of the Public Records of **Lee County, Florida**. Consideration **\$300,000.00**.
4. Notice of Commencement recorded in Instrument # 2018000214423.
5. Notice of Action on Petition to Designate a Historic Resource recorded in Official Records Book 2395, Page 2790.

Exhibit "A"

Lots 1, 2, and 3, Block 1, Gulf View, Section 26, Township 45 South, Range 21 East, Captive Island, according to the plat thereof, as recorded in Plat Book 3, Page 8, in the Public Records of Lee County, Florida, together with that triangular portion of a Public Road in Section 26, Township 45 South, Range 21 East, abandoned by Resolution of the Board of County Commissioners of Lee County, Florida, after Public Hearing on February 6, 1963, as recorded in Official Records Book 176, Pages 294 through 296, of the Public Records of Lee County, Florida, said portion being described as follows:

Beginning at the Northwest Corner of Lot 6, Block 3, of G.W. Bryant's Addition to Gulf View, according to the map or plat thereof, on file and recorded in the Office of the Clerk of the Circuit Court, Lee County, Florida in Plat Book 3, Page 21; thence run Westerly along a Westerly prolongation of the Northerly line of said Lot 6, Block 3, to a Point of Intersection with the Easterly line of Lot 1, Block 1, of Gulf View, according to the map or plat thereof, on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 3, Page 8; thence Southeasterly along said Easterly line of said Lot 1, Block 1, to a Point of Intersection with the Northerly right-of-way line of Sunset Drive, as shown on the map or plat of Captiva Beach, on file in the Office of the Clerk of the Circuit Court, Lee County, Florida, in Plat Book 7, Page 73; thence Northerly on a straight line to the Point of Beginning.

Property Data

STRAP: 26-45-21-04-00001.0010 Folio ID: 10004216

+ Owner Of Record - Sole Owner

MSH CAPTIVA LLC
2524 EAST BROADMOOR
SPRINGFIELD MO 65804

Site Address

14790 CAPTIVA DR
CAPTIVA FL 33924

Property Description

Do not use for legal documents!

GULF VIEW
AS DESC OR 0974/0636 + OR 2075/1989
PB 3 PG 8
LOTS 1 2 + 3 +
VAC ROW OR 176 PG 294

Classification / DOR Code

SINGLE FAMILY RESIDENTIAL / 01

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Just 2,084,971 **As Of** 07/16/2018

Attributes

Land Units Of Measure	UT
Units	1.00
Total Number of Buildings	1
Total Bedrooms / Bathrooms	2 / 2.0
Total Living Area	1,337
1st Year Building on Tax Roll	1936
Historic District	Yes

Image of Structure



◀ Photo Date November of 2015 ▶ View other photos

Last Inspection Date: 02/26/2018

Property Value History

Tax Year	Just	Market Assessed	Capped Assessed	Taxable
1992	603,490	603,490	603,490	578,490
1993	559,580	559,580	559,580	534,580
1994	559,590	559,590	559,590	534,590
1995	508,870	508,870	508,870	508,870
1996	508,870	508,870	508,870	508,870
1997	508,870	508,870	508,870	508,870
1998	591,300	591,300	591,300	566,300
1999	591,300	591,300	591,300	566,300
2000	641,300	641,300	607,270	582,270
2001	809,440	809,440	685,490	660,490
2002	1,010,300	1,010,300	697,320	672,320
2003	1,010,470	1,010,470	714,060	689,060
2004	1,110,470	1,110,470	727,620	702,620
2005	1,001,150	1,001,150	637,030	612,030
2006	1,282,150	1,282,150	771,930	746,930
2007	1,392,090	1,392,090	791,230	766,230
2008	1,662,490	1,662,490	814,970	764,970
2009	1,662,490	1,662,490	815,780	765,780
2010	1,559,207	1,559,207	837,806	787,806
2011	1,509,280	1,509,280	850,373	800,373
2012	1,506,867	1,506,867	875,884	825,884
2013	1,600,000	1,600,000	890,774	840,774
2014	1,641,412	1,641,412	904,136	854,136

Westcor Land Title

INSURANCE COMPANY

OWNERSHIP AND ENCUMBRANCE REPORT

Search No: 19-27042

Agent No: 1509

Customer File Number: 00003.0050

THE ATTACHED REPORT IS ISSUED TO SUPERIOR TITLE SERVICES OF SANIBEL, INC. THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO SECTION 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the Recipient named above includes a listing of the owner(s) of record of the land described herein together with current ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages and judgments recorded in the Official Records Books of Lee County, Florida that appear to encumber the title to said land. It is the responsibility of the Recipient named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance commitment, a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Property Information Report and the documents attached hereto.

Period searched: From **03/26/1998** to **04/08/2019** @ 08:00 AM

The land referred to herein is described as follows:

See attached Exhibit "A"

Westcor Land Title Insurance Company

Telephone # **(866) 200-3366**

Dated: **May 13, 2019**

PROPERTY INFORMATION REPORT

Plant Order #. **19-27042**

Record Title appears to be vested in:

MSH Captiva, LLC n/k/a CPINES, LLC

by virtue of the following:

Warranty Deed recorded in Instrument # 2015000242166, of the Public Records of Lee County, Florida.

Ad Valorem taxes appear to be paid through the year **2018**

Encumbrances:

1. **Payment of any special lien/assessments imposed by City, County, and/or State.**

NOTE: This County may have special lien/assessments imposed by the local municipality. These lien/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The municipality which governs subject property must be contacted to verify payment status.

2. Mortgage from **CPINES, LLC f/k/a MSH Captiva, LLC** to **OakStar Bank**, recorded on **09/27/2017**, in Instrument # **2017000201725**, of the Public Records of Lee County, Florida. Consideration **\$976,911.80**.
3. Notice of Commencement recorded in Instrument # 2018000214422.

Exhibit "A"

Lots 5 and 6, Block 3, G.W. Bryant's Addition to Gulf View, according to the Plat thereof, as recorded in Plat Book 3, Page 21, of the Public Records of Lee County, Florida, and

All of that portion of a Public Road in Section 26, Township 45 South, Range 21 East, abandoned by Resolution of the Board of County Commissioners of Lee County, Florida, after Public Hearing on February 6, 1963, as recorded in Official Records Book 176, Pages 294 through 296, of the Public Records of Lee County, Florida, but Less and Except that triangular portion thereof described as follows:

Beginning at the Northwest Corner of Lot 6, Block 3, of G.W. Bryant's Addition to Gulf View, according to the Map or Plat thereof, on file and recorded in the Office of the Clerk of the Circuit Court, Lee County, Florida in Plat Book 3, Page 21; thence run Westerly along a Westerly prolongation of the Northerly line of said Lot 6, Block 3, to a Point of Intersection with the Easterly line of Lot 1, Block 1, of Gulf View, according to the Map or Plat thereof, on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 3, Page 8; thence Southeasterly along said Easterly line of said Lot 1, Block 1, to a Point of Intersection with the Northerly right-of-way line of Sunset Drive, as shown on the Map or Plat of Captiva Beach, on file in the Office of the Clerk of the Circuit Court, Lee County, Florida, in Plat Book 7, Page 73; thence Northerly on a straight line to the Point of Beginning.

Property Data

STRAP: 26-45-21-01-00003.0050 Folio ID: 10004133

+ Owner Of Record - Sole Owner

MSH CAPTIVA LLC
2524 EAST BROADMOOR
SPRINGFIELD MO 65804

Site Address

14802 CAPTIVA DR
CAPTIVA FL 33924

Property Description
Do not use for legal documents!

BRYANTS G.W.ADD.GULF VIEW
BLK 3 PB 3 PG 21 LTS 5 + 6
ALSO SEE OR 1304 PG 0142 +
VAC ROW OR 176 PG 294

Classification / DOR Code

SINGLE FAMILY RESIDENTIAL / 01

[Tax Map Viewer] [View Comparables]

[Pictometry Aerial Viewer]

Current Working Values

Just 736,443 **As Of** 07/16/2018

Attributes

Land Units Of Measure	UT
Units	1.00
Total Number of Buildings	1
Total Bedrooms / Bathrooms	2 / 2.0
Total Living Area	1,090
1st Year Building on Tax Roll	1962
Historic District	No

Image of Structure

◀ Photo Date November of 2015 ▶ View other photos

Last Inspection Date: 02/26/2018

Property Value History

Tax Year	Just	Market Assessed	Capped Assessed	Taxable
1992	223,860	223,860	223,860	223,860
1993	228,920	228,920	228,920	228,920
1994	226,960	226,960	226,960	226,960
1995	226,960	226,960	226,960	226,960
1996	222,070	222,070	222,070	222,070
1997	226,890	226,890	226,890	226,890
1998	285,950	285,950	285,950	285,950
1999	296,470	296,470	296,470	296,470
2000	303,830	303,830	303,830	303,830
2001	380,160	380,160	380,160	380,160
2002	389,320	389,320	389,320	389,320
2003	386,880	386,880	386,880	386,880
2004	386,880	386,880	386,880	386,880
2005	297,060	297,060	297,060	297,060
2006	351,660	351,660	351,660	351,660
2007	358,020	358,020	358,020	358,020
2008	358,020	358,020	358,020	358,020
2009	358,020	358,020	358,020	358,020
2010	355,448	355,448	355,448	355,448
2011	361,073	361,073	361,073	361,073
2012	402,614	402,614	397,180	397,180
2013	641,930	641,930	436,898	436,898
2014	568,500	568,500	480,588	480,588

Lee County Board of County Commissioners

District 1	John Manning	2120 Main St.	Fort Myers	FL	33901	Dist1@leegov.com	(239) 533-2224
District 2	Cecil Pendergrass	2120 Main St.	Fort Myers	FL	33901	Dist2@leegov.com	(239) 533-2227
District 3		2120 Main St.	Fort Myers	FL	33901	Dist3@leegov.com	(239) 533-2223
District 4	Brian Hamman	2120 Main St.	Fort Myers	FL	33901	Dist4@leegov.com	(239) 533-2226
District 5	Frank Mann	2120 Main St.	Fort Myers	FL	33901	Dist5@leegov.com	(239) 533-2225

State House - Representative

District 76	Ray Wesley Rodrigues	17595 S. Tamiami Trail, Suite 218	Fort Myers	FL	33908	Ray.Rodrigues@myfloridahouse.gov	(239) 433-6501
-------------	----------------------	-----------------------------------	------------	----	-------	--	----------------

State Senate - Senator

District 27	Lizbeth Benacquisto	2000 Main St., Suite 401	Fort Myers	FL	33901	benacquisto.lizbeth.web@flsenate.gov	(239) 338-2570
-------------	---------------------	--------------------------	------------	----	-------	--	----------------

Congressional - Representative

District 19	Francis Rooney	120 Cannon House Office Building	Washington	DC	20515	info@francisrooney.com	(202) 225-2536
-------------	----------------	----------------------------------	------------	----	-------	--	----------------

US Senate - Senator

	Marco Rubio	284 Russell Senate Office Building	Washington	DC	20510	marco.rubio@myfloridahouse.gov	(202) 224-3041
--	-------------	------------------------------------	------------	----	-------	--	----------------

US Senate - Senator

	Rick Scott	83 Russell Senate Office Building	Washington	DC	20510	help@rickscott.senate.gov	(202) 224-5274
--	------------	-----------------------------------	------------	----	-------	--	----------------

SAMPLE ADVOCACY LETTERS

- Decide to whom you will write.
- Use a business letter format.
- Use correct salutations and addresses for the recipient.
- If it is a letter to the editor you can begin by, “Dear Editor”
- Elected officials should be addressed as “The Honorable” (i.e., The Honorable _____, or Dear Senator _____).

The Honorable _____
United States Senate
Washington, DC 20510

or

The Honorable _____
Unites States House of Representatives
Washington, DC 20515

- Include your name and address on both your letter and envelope.
- Include your other important contact information in the letter—Name, address, telephone number and e-mail address.
- Keep it short—one page!

Sample Letter – Generic

Your Name
Full Address
All contact information

Date

Recipient's Name/Title
Full Address

Dear [Recipient's name]:

First Paragraph: Introduce yourself and tell who you are. State your reason for writing – what you want and why. (If the letter pertains to a specific bill or piece of legislation, identify it in the letter.)

Second Paragraph: Support the issue you are addressing with key statistics, compelling facts, and/or background information.

Third Paragraph: Share your story to clarify your position.

Fourth Paragraph: Summarize and reiterate your position/request. Identify other ways your recipient can help with the issue (e.g., attending school board meetings; hosting town hall meetings.)

Fifth Paragraph: Thank recipient for reading the letter and ask for a reply with his/her position on the issue and/or how he/she will address the issue.

Sincerely,
[Your name]

Your Name
Full Address
City, State Zip

Today's Date

Recipient's Name/Title
Full Address
City, State Zip

Dear [Recipient's name]:

As a property owner on Captiva Island, Florida, I want to share my concern for the lack of funding for beach renourishment.

Captiva Erosion Prevention District (CEPD) is tasked with securing funding from Federal, State, and Local government organizations to help pay for the nourishments needed to keep our beaches beautiful and filled with sand.

Previously, the US Army Corp of Engineers (USACE) shared the project costs with the Florida Department of Environmental Protection (FDEP), Lee County Board of County Commissioners (Lee County), and CEPD. Just before our 2013-2014 project, the USACE pulled their funding due to the lack of public access and easements.

It is our belief, as all sand seaward of the ECL line is considered public, that the USACE, the FDEP, and Lee County should fund all the beach renourishment on Captiva Island. The property owners on Captiva already pay a great deal in taxes and millions of dollars are collected by the Tourism Development Council (TDC) through bed taxes); to additionally assess the property owners creates an undue hardship and an unfair financial burden on what is, in essence, public land.

There are many other beaches throughout Florida that are nourished and the cost is not shared by the property owners - why should Captiva be any different than Ana Maria Island, Gasparilla Island, or Estero Island? Please, we ask that you support increasing funding for Captiva Beach Renourishment.

Thank you for your time, and I look forward to hearing from you regarding your support.

Sincerely,

Your Name



Aptim Coastal Planning & Engineering, LLC (APTIM)
2481 NW Boca Raton Blvd.
Boca Raton, FL 33431
Tel: +1 561 391 8102
Fax: +1 561 391 9116
www.aptim.com

May 17, 2019

Carolyn Weaver
Administrator
Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

**Re: Scope of Work for Support Services
FDEP Local Government Funding Request FY2020-21**

Dear Carolyn:

This proposal is being submitted at your request for Aptim Coastal Planning & Engineering, LLC (APTIM) to provide services in support of the Captiva Erosion Prevention District's (CEPD) submittal of its Local Government Funding Request (LGFR) for Fiscal Year (FY) 2020-21 to the Florida Department of Environmental Protection (FDEP). These services include support tasks for program planning, document review, cost estimates, preparing and submitting the application for the funding request, and submittal of documentation in support of an LGFR agreement.

The Scope of Work, Fee Proposal, and Hourly Rate Sheet to perform this work are attached as Exhibits A, B, and C, respectively. The proposed work will be performed by APTIM, as a Task Order under the terms and conditions of our Master Services Agreement dated October 17, 2012, (the "Agreement"). The work proposed herein will be performed on a Lump Sum basis of \$12,700.00. The 2015 rate sheet and the Agreement is attached as Exhibit C.

Please sign below and return to me as CEPD's acceptance and authorization to proceed. If you have any questions, please feel free to call me.

Sincerely,

Michelle R. Pfeiffer, P.E.
Senior Project Engineer
Aptim Coastal Planning & Engineering, LLC

cc: Tom Pierro, P.E., APTIM
Erica Carr-Betts, APTIM

Client: Captiva Erosion Prevention District

Acknowledgement and Acceptance

Authorized Representative Signature

Title

Date

Exhibit A
Captiva Island and Sanibel Island Beach Renourishment Project
FDEP Local Government Funding Request FY2020-21

A. LGFR Preparation and Submittal

\$12,700.00

Aptim Coastal Planning & Engineering, Inc., n/k/a Aptim Coastal Planning & Engineering, LLC (APTIM) will assist the Captiva Erosion Prevention District (CEPD) with preparation of the 2020-2021 LGFR. All the elements of the projects as they apply to the 62B-36 Rule and the LGFR application and guidance document will be evaluated in order to establish the most favorable FDEP ranking and achieve cost sharing opportunities where practical. This will include research to identify public lodging establishments and updated county zoning. The FDEP's ranking methodology document will serve as a guide for the responses we formulate on behalf of the CEPD. We will coordinate with CEPD and FDEP staff in the preparation of the document in order to account for the eligible funding. We will prepare LGFR applications for the projects and provide them to the CEPD for review and comment prior to submittal to the FDEP.

EXHIBIT B

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
SUPPORT SERVICES
FDEP LOCAL GOVERNMENT FUNDING REQUEST FY 2020-2021**

May 17, 2019

PREPARED BY:

Aptim Coastal Planning & Engineering, LLC (APTIM)

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT**

**SUPPORT SERVICES
FDEP LOCAL GOVERNMENT FUNDING REQUEST FY 2020-2021**

**PROJECT PROPOSAL SUMMARY
PREPARED BY: APTIM COASTAL PLANNING & ENGINEERING, LLC**

TASK ITEM	DESCRIPTION	TOTAL COST
A	LGFR Preparation & Submittal	\$12,700

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT**

**SUPPORT SERVICES
FDEP LOCAL GOVERNMENT FUNDING REQUEST FY 2020-2021**

Task Item	Cost	<u>LABOR COSTS</u>				
		Principal Engineer (Hours)	Project Manager/ Senior Coastal Engineer (Hours)	Coastal Engineer II (Hours)	GIS Operator (Hours)	Clerical (Hours)
A LGFR Preparation & Submittal	\$12,700	16	30	24	12	1
	Total Hours =	16	30	24	12	1
	Rate =	\$215	\$164	\$128	\$100	\$68
	Cost =	\$3,440	\$4,920	\$3,072	\$1,200	\$68
TOTAL	\$12,700					

COASTAL PLANNING & ENGINEERING, INC.
MASTER SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement"), is made as of the 17th day of October, 2012, by and between the undersigned client ("CLIENT") and Coastal Planning & Engineering, Inc., ("CPE"), a Florida corporation.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

This Agreement anticipates the issuance of various written service orders or other requests for services (each an "Order") and sets forth the terms and conditions pursuant to which CPE will provide CLIENT environmental management services at such locations as are requested by CLIENT. Each Order shall be subject to the terms and conditions of this Agreement. The services that CPE may be requested to perform pursuant to this Agreement include, without limitation, the following: (a) engineering and technological services relating to the environment; (b) other engineering, technological and consulting services; and (c) geotechnical services including analysis, design, engineering, and construction. Such services as are from time to time requested by CLIENT hereunder are collectively referred to herein as the "Services." The particular Services required of CPE at a given location shall be as and limited to those stated in the Order.

2. Term

This Agreement shall be in effect for one (1) calendar year from the date of execution by CLIENT, and shall continue from year to year thereafter. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other. CLIENT may terminate by written notice at any time, with or without cause and in whole or in part, an Order hereunder; provided, however, that CLIENT shall compensate CPE for all Services performed prior to CPE's actual receipt of notice and all of CPE's costs and expenses incurred prior to and/or as a result of the termination, including but not limited to non-cancelable commitments and demobilization costs. If, at the time of termination of this Agreement, Services pursuant to an Order remain uncompleted and the parties intend that such Services shall be completed, the terms of this Agreement shall continue to apply to such Services.

3. Compensation

CLIENT agrees to compensate CPE in accordance with Exhibit 1 when the Services are performed. Copies of the schedules in effect as of the date hereof are attached hereto as Exhibit 1 and are an integral part of this Agreement. All time, including travel hours and work plan preparation will be

invoiced. CPE's rate schedules are revised periodically; CPE will notify CLIENT of any revisions in the rate schedules and the effective date thereof, which date shall be not less than thirty (30) days' after such notice. As to those Services for which no schedules exist, CPE shall be compensated on a time and materials basis as shall be set forth in an Order.

4. Payment

a. Unless otherwise agreed to in writing, invoices will be submitted biweekly or once a month at the discretion of CPE. Payment of invoices in U.S. Dollars is due upon receipt of the invoice, and CLIENT shall make payments in the manner requested by CPE. Any invoices due, owing, and unpaid in excess of thirty (30) days after the date thereof shall bear interest from the date thereof at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permissible by law.

b. **RESERVED.**

5. Taxes, Fees and Other Charges

The CLIENT shall pay all sales, use, value added, gross receipts, franchise, and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against CPE or its employees applicable to the transactions contemplated by this Agreement.

6. Independent Contractor

CPE shall be an independent contractor in performing the Services and shall not act as an agent or employee of CLIENT except when executing subcontracts for the treatment, transportation, storage and/or disposal of materials, in which case CPE shall be the CLIENT's agent. Subject to the terms and conditions hereof, CPE shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

7. Documentation, Records, Audit

CPE, when requested by CLIENT, shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit CPE's records and accounts covering charges hereunder at all reasonable times during the course of the Services for each particular Order and for a period of one (1) year after

the substantial completion thereof; provided, however, that the purpose of such audit shall be only for verification of such charges and that CPE shall not be required to keep records of or provide access to those of its costs covered by a fixed price, fixed unit rates or which are expressed in terms of percentages of other costs.

Upon completion of such audit, the results shall be presented to CPE. To the extent that the audit indicates that CPE has not been adequately compensated by CLIENT, CLIENT shall pay CPE any compensation due as shown by the audit. Alternatively, to the extent that any audit indicates that the total amount of compensation paid by CLIENT to CPE exceeded the actual amount due, CPE shall return such excess compensation to CLIENT.

8. Risks and Allocation

CLIENT hereby acknowledges, understands and agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing, as a material inducement to and consideration for CPE's agreement to perform the Services on the terms and at the price herein provided for. CLIENT SPECIFICALLY AGREES THAT CPE'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN SECTIONS 8 THROUGH 14 OF THIS AGREEMENT OR TO THE MAXIMUM EXTENT OTHERWISE PERMITTED BY LAW.

9. CPE Warranties, Representations and Covenants

Subject to the limitations of this Section and Sections 8 through 14 hereof:

a. Warranties: CPE warrants, represents, and covenants that: (1) CPE has the capability, experience, and means required to perform the Services; and (2) such Services will be performed, findings obtained, and recommendations prepared in accordance with (i) accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time the Services are performed, and (ii) CLIENT's reasonable rules, standards and specifications as communicated in writing to CPE prior to beginning the Services under each Order; and (iii) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed;

b. Remedies: If CLIENT alleges that CPE has breached a warranty set forth in this Section 9, then CLIENT shall promptly notify CPE in writing and, before taking any further action against CPE, shall afford CPE the opportunity, at CPE's cost and option, to either re-perform any defective Service according to the original scope of work therefor (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefor (except as provided in the next sentence). CLIENT's sole and exclusive remedy for the breach of any of the above warranties which breach damages property (other than the Services themselves) or injures persons, shall be as provided in Section 10 hereof.

EXCEPT AS SET FORTH IN SECTION 9 ABOVE, CPE MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE PERFORMED PURSUANT TO THIS AGREEMENT.

10. Indemnities

Subject to the limitations of Sections 8 through 14 hereof, any indemnity by CLIENT shall not apply to, and CPE shall defend, indemnify and hold harmless (and does hereby release) CLIENT (including its officers, directors, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation) with respect to any injury to or death of any person (including employees and agents of CLIENT and CPE), or damage, loss or destruction of any tangible property (including property of CLIENT and CPE and their respective employees and agents), to the extent resulting from, attributable to, or arising out of the negligent acts or omissions or willful misconduct of CPE, its subcontractors, and their respective employees acting in the course and scope of their employment. CLIENT shall defend, indemnify and hold harmless (and does hereby release) CPE (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by CPE shall not apply to, any and all liabilities, claims, demands, losses, damages, injuries, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation), arising from the (i) negligent acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents; (ii) any allegations that CPE is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution,

contamination or release of hazardous or radioactive materials, including all adverse health effects thereof, except for any portion thereof which results from CPE's negligence or willful misconduct.

11. RESERVED

12. RESERVED

13. Notice/Defense

A party entitled to indemnity under Section 10 hereof shall be the "Indemnitee" and the party obligated to provide such indemnity shall be the "Indemnitor." The Indemnitee shall promptly provide written notice to the Indemnitor upon the earlier of (a) any assertion of any Claim (as hereafter defined) falling within the Indemnitor's duties to indemnify or (b) learning of facts (other than the knowledge CPE gains through performing the Services) which may give rise to a duty by Indemnitor to defend, to indemnify, or hold harmless.

In the event an Indemnitor is required, during the course of an action or other proceeding, to pay any sum pursuant to Section 10 hereof which results from, is attributable to or arises out of any cause other than one for which the Indemnitor is required to defend, indemnify or hold harmless, the Indemnitor shall be entitled to recover from the Indemnitee and others to the extent such sums are in excess of those sums which the Indemnitor is required to pay pursuant to Section 10, as the case may be.

14. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

a. GENERAL LIMITATION - CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED BREACH OF WARRANTY BY CPE SHALL BE TO REQUIRE CPE TO RE-PERFORM ANY DEFECTIVE SERVICES. CPE'S LIABILITY AND CLIENT'S REMEDIES FOR ALL CAUSES OF ACTION ARISING HEREUNDER WHETHER BASED IN CONTRACT, NEGLIGENCE, INDEMNITY, OR ANY OTHER CAUSE OF ACTION, SHALL NOT EXCEED IN THE CUMULATIVE AGGREGATE (INCLUDING ANY INSURANCE PROCEEDS) WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHATEVER MINIMUM AMOUNT MAY BE REQUIRED BY LAW OR, IF NONE, \$1,000,000.00 (WHICH AMOUNT INCLUDES ANY FEES AND COSTS INCURRED IN RE-PERFORMING SERVICES). THE REMEDIES IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES. FURTHER, CPE SHALL HAVE NO LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE IT BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF

CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW.

b. CONSEQUENTIAL DAMAGES: FURTHER AND REGARDLESS OF ANY OTHER PROVISION HEREIN, CPE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, DECLINE IN PROPERTY VALUE, REGULATORY AGENCY FINES, LOST PRODUCTION OR LOSS OF USE) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY OCCASIONED BY THE SERVICES OR BY APPLICATION OR USE OF REPORTS OR OTHER WORK PERFORMED HEREUNDER.

15. Insurance

CPE shall at all times while operations are conducted hereunder maintain the following insurance coverages:

a. Workers' Compensation, providing statutory benefits and employer's liability insurance covering employees of CPE engaged in operations hereunder in compliance with the state having jurisdiction over each employee. The limit for employer's liability shall be One Million Dollars (\$1,000,000) per occurrence.

b. Comprehensive General Liability Insurance including products, contractual liability and completed operations with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage.

c. Automobile Liability Insurance with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. This insurance shall provide coverage for any automobile, including owned, hired and non-owned automobiles.

d. Professional errors and omissions coverage with a limit of \$1,000,000 per claim and aggregate, covering negligent acts, errors, or omissions of CPE in connection with the performance of its services.

Insurance certificates will be furnished to CLIENT on request. If the CLIENT requires further insurance coverage, CPE will endeavor to obtain said coverage, and CLIENT shall pay any extra costs therefore.

16. Title to Intellectual Property

CLIENT may use any final reports of findings, feasibility studies, engineering work or other work performed or prepared by CPE under this Agreement for its internal purposes in connection with the project and/or location for which such work was prepared, but CPE reserves all other rights with respect to such documents and all other documents produced in performing the Services. All reports

will be delivered subject to CPE's then current limitations. CLIENT shall obtain prior written consent from CPE for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right, title and interest in and to all intellectual property, including patents, copyrights, trademarks and confidential know-how (collectively, "Intellectual Property") pertaining to CLIENT's field of expertise which is developed by CLIENT and/or by CPE in connection with performing the Services.

CPE shall retain all right, title and interest to all Intellectual Property pertaining to CPE's field of expertise which is developed by CPE in connection with performing Services; provided, however, that CPE shall grant to CLIENT a royalty-free, nonexclusive, nontransferable license as to such Intellectual Property for use in regard to any of CLIENT's facilities.

17. Intellectual Property Rights

CPE shall use its best efforts to provide Services that do not infringe on any valid Intellectual Property or involve the use of any confidential information that is the property of others unless CPE is licensed or otherwise has the right to use such Intellectual Property or confidential information. CPE shall also use its best efforts to inform CLIENT of any infringement upon any Intellectual Property that may be reasonably expected to result from the use of the Services; provided, however, that the best efforts of CPE shall not include a duty to conduct and/or prepare a copyright, trademark or patent search and/or opinion. In any legal proceeding where CLIENT is made a defendant for Intellectual Property infringement based upon a Service, the liability of CPE under this Agreement shall be as limited in Section 9 hereof. Notwithstanding the foregoing, in no event shall CPE incur any liability for infringement based on CLIENT's manufacturing processes or for infringement resulting from CPE's compliance with CLIENT's directions.

18. Technology Fees

In the event the Services require the application of certain of CPE's Intellectual Property, CPE shall (a) identify the applicability of technology fees for the utilization of such Intellectual Property prior to or during the process definition phase of a project and (b) define for CLIENT the technical and economic factors associated with application of such technology. If CLIENT elects to proceed with evaluation or application of CPE's Intellectual Property, CLIENT and CPE shall negotiate in good faith, and establish in writing, the appropriate technology fees and payment schedules.

19. Confidentiality, Nondisclosure

In the course of performing Services, to the extent that CLIENT discloses to CPE, or CPE otherwise acquires, business or technical information that CLIENT clearly marks as confidential or proprietary, CPE will receive and maintain in confidence such information and will exercise all reasonable efforts to avoid the disclosure of such information to others. CPE will not use such information for any purpose other than the performance of Services for CLIENT.

Upon CLIENT's request, any reports, drawings, plans, or other documentation (or copies thereof) furnished to CPE by CLIENT shall be returned upon completion of the Services. CPE may retain one (1) copy of any documents prepared by or furnished to CPE in the performance of the Services.

CLIENT shall treat as confidential all information and data furnished to it by CPE in connection with this Agreement including, but not limited to, CPE's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party, except to a related company which has first agreed in writing with CPE to an obligation of confidentiality identical to the obligations of CLIENT as set forth in this Section 19.

Nothing in this Agreement shall prevent or be interpreted as preventing either CPE or CLIENT or either party's employees or agents from disclosing and/or using said information or data (a) when the information or data are actually known to the receiving party before being obtained or derived from the originating party; (b) when the information or data is generally available to the public without the receiving party's fault at any time before or after it is acquired from the originating party, (c) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the originating party with respect thereto; (d) where a written release is obtained by the receiving party from the originating party; (e) five (5) years from the date of the receipt of such information; (f) where permitted by this Agreement; or (g) where disclosure is required by process of law, provided that the party subject to such process shall promptly notify the originating party and allow the originating party the opportunity to resist such process.

CLIENT and its related companies shall be entitled to use, for themselves only, any part of CPE's Services. Although CLIENT is entitled to multiple use, CPE's liability is limited to the first application of the Services. When CPE's know-how, inventions, and/or CPE's patent rights are involved, multiple use by CLIENT may involve payment of technology fees to CPE for each such use, as shall be established by mutual agreement of the parties pursuant to Section 18 herein.

20. Force Majeure

Neither party shall be deemed in default of this Agreement or any Order to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, acts of governmental agencies or officials, and changes in laws, statutes, regulations or ordinances.

If any such force majeure condition occurs and will materially delay or impair performance hereunder, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment. The party receiving said notice may then elect to either (a) terminate the affected Service or any part thereof or (b) suspend the affected Service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Unless written notice electing option (a) under this Section 20 is given within three (3) days after receipt of notification of the force majeure condition, then option (b) shall be deemed to have been elected.

21. Affirmative Action

Unless this Agreement is exempted by law, CPE shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the rules and regulations issued pursuant to said Order and Acts, as amended, and all of which are incorporated herein by reference. Upon execution of this Agreement and upon request, CPE shall furnish to CLIENT an executed Certificate of Nonsegregated Facilities.

22. Notice

a. CPE and CLIENT shall notify each other of (1) service of any notice of violation of any law, regulation, permit, or license relating to the Services; (2) initiation of any proceedings to revoke any permits or licenses which relate to such Services; (3) revocation of any permits, licenses, or other governmental authorizations relating to such Services; or (4) commencement of any litigation that could affect such Services.

b. Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by telex, wire, or by certified mail, return receipt requested, postage prepaid, to the address of the respective party set forth below, or to such other address for either party as that party may by written notice designate.

Coastal Planning & Engineering, Inc.
4171 Essen Lane
Baton Rouge, LA 70809
Attn: Corporate Counsel

CLIENT

Captiva Erosion Prevention District

Post Office Box 365

Captiva Island, Florida 33924

Attn: District Administrator

With copy to
Nancy E. Stroud
District Attorney
1900 Glades Rd., Suite 251
Boca Raton, FL 33431

CLIENT shall also provide a copy of such notice to the CPE office performing the specific Order in question.

c. CLIENT shall obtain CPE's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

23. Assignment

Neither party shall assign or delegate any of its duties or obligations under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, CPE may assign or subcontract all or any portion of the Services to one or more subsidiaries of The Shaw Group Inc. or affiliates of CPE or to such other persons as designated by CPE and approved by CLIENT which approval shall not be unreasonably withheld. Further, CPE may upon notice to CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

24. Disputes, Attorney Fees

Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in Lee County, Florida

25. CLIENT/CPE Representatives

CLIENT and CPE shall each designate in writing an individual or individuals to serve as their representative(s) during the course of this Agreement, and for each Order. Selection of representatives shall be based upon qualifications and experience relating to the nature of the Services being performed. Each such representative shall be authorized to act on behalf of and to bind the designating party as to all matters pertaining to the Agreement and the Order(s).

26. Governing Law

This Agreement shall be governed by and interpreted pursuant to the laws of the Florida, where the particular Services are to be performed.

27. Waiver of Terms and Conditions

The failure of either CPE or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

28. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by CPE to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by CPE. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgment or other form of the CLIENT is hereby expressly objected to by CPE and shall not operate to modify the Agreement, and CPE's acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE to begin work. This Agreement may be amended only by a written instrument signed by both parties.

29. Severability; Survival

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it

valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Sections 10 and 12 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therein. The terms and conditions set forth herein shall survive the termination of this Agreement.

30. RESERVED.

IN WITNESS WHEREOF, CLIENT and CPE agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 8-14) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

CAPTIVA EROSION PREVENTION DISTRICT ("CLIENT")

By: *James P. Boyle*

Title: CHAIRMAN

COASTAL PLANNING & ENGINEERING, INC.

By: *[Signature]*

Title: Vice President

ATTACHMENT: Exhibit 1 - Category Rate Schedule

EXHIBIT B
 CATEGORY RATE SCHEDULE
 COASTAL PLANNING & ENGINEERING, INC.
 (November 1 2012 to June 1, 2014)

PERSONNEL CATEGORY	RATE
Principal Engineer	\$215
Senior Project Manager	\$190
Project Manager /Senior Coastal Engineer	\$157
Program Manager	\$146
Coastal Engineer II	\$125
Coastal Engineer I	\$103
Coastal Modeler	\$125
Professional Surveyor & Mapper	\$179
Certified Hydrographic Surveyor	\$157
Hydrographer	\$125
Project Surveyor	\$109
Surveyor	\$98
Technician/Survey Technician	\$85
Boat Captain	\$92
Senior Marine Biologist	\$146
Project Marine Biologist	\$125
Marine Biologist II	\$109
Marine Biologist I	\$92
Professional Geologist	\$136
Project Geologist	\$125
Geologist II	\$109
Geologist I	\$92
Senior CAD Operator	\$135
CAD Operator	\$92
GIS Operator	\$100
Bookkeeper	\$74
Clerical	\$68

EXHIBIT B
CATEGORY RATE SCHEDULE
CB&I COASTAL PLANNING & ENGINEERING, INC.
Effective January 1, 2015

PERSONNEL CATEGORY	RATE
Principal Engineer	\$ 215
Senior Project Manager	\$ 195
Project Manager/Senior Coastal Engineer	\$ 164
Program Manager	\$ 146
Coastal Engineer III	\$ 146
Coastal Engineer II	\$ 128
Coastal Engineer I	\$ 105
Coastal Modeler	\$ 128
Professional Surveyor & Mapper	\$ 179
Certified Hydrographic Surveyor	\$ 157
Hydrographer	\$ 125
Project Surveyor	\$ 109
Surveyor	\$ 98
Technician/Survey Technician	\$ 85
Boat Captain	\$ 92
Senior Marine Biologist	\$ 146
Project Marine Biologist	\$ 125
Marine Biologist II	\$ 109
Marine Biologist I	\$ 92
Professional Geologist	\$ 136
Project Geologist	\$ 125
Geologist II	\$ 115
Geologist I	\$ 95
Senior CAD Operator	\$ 140
CAD Operator	\$ 100
GIS Operator	\$ 100
Bookkeeper	\$ 74
Clerical	\$ 68

RESOLUTION NO. 2019-06
BY THE BOARD OF COMMISSIONERS
OF THE CAPTIVA EROSION PREVENTION DISTRICT
LEE COUNTY, FLORIDA

WHEREAS, the Captiva Erosion Prevent District (“District”) is authorized by Chapter 81-413, Laws of Florida and Section 161.32, Florida Statutes (2012), as a beach and shore preservation district; and

WHEREAS, Section 4 “Powers of the District”, paragraph (4) authorizes the District to adopt rules for its own government and proceedings; and

WHEREAS, the District has adopted Rules of Procedure, last amended January 7, 2019; and

WHEREAS, Rule 1.23(d) of the District Rules of Procedure provides that a resolution stating budget and purposes shall be required to initiate any project exceeding \$25,000; and

WHEREAS, the District desires to initiate such a project exceeding \$25,000.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CAPTIVA EROSION PREVENTION DISTRICT that:

Section 1. The District approves the expenditure of \$53,470 for the Project described as Year 5 Post Construction Physical Monitoring and Engineering Report Services. The project purposes are for permit required physical monitoring of the 2013 Beach Nourishment Project.

Section 2. This Resolution shall become effective immediately upon adoption.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to vote, the vote was as follows:

Chairman Mullins	_____
Vice Chair Lanigan	_____
Secretary Kaiser	_____
Treasurer Walter	_____
Commissioner Jensen	_____

DULY PASSED AND ADOPTED THIS 10th day of June, 2019.

Board of Commissioners of the
Captiva Erosion Prevention District

By: _____ Certified by: _____
Chairman Secretary

Approved as to Form

By: _____
Board Attorney

Blind Pass Inlet Management Plan

Division of Water Resource Management

Florida Department of Environmental Protection

June 2019



Final Order Adopting Blind Pass Inlet Management Plan

WHEREAS in 2008, the Florida Legislature amended Section 161.142, Florida Statutes, finding, “The Legislature recognizes the need for maintaining navigation inlets to promote commercial and recreational uses of our coastal waters and their resources. The Legislature further recognizes that inlets interrupt or alter the natural drift of beach-quality sand resources, which often results in these sand resources being deposited in nearshore areas or in the inlet channel, or in the inland waterway adjacent to the inlet, instead of providing natural nourishment to the adjacent eroding beaches. Accordingly, the Legislature finds it is in the public interest to replicate the natural drift of sand which is interrupted or altered by inlets to be replaced and for each level of government to undertake all reasonable efforts to maximize inlet sand bypassing to ensure that beach-quality sand is placed on adjacent eroding beaches. Such activities cannot make up for the historical sand deficits caused by inlets but shall be designed to balance the sediment budget of the inlet and adjacent beaches and extend the life of proximate beach restoration projects so that periodic nourishment is needed less frequently;” and

WHEREAS in 2017-18, the Department of Environmental Protection (Department) and Lee County sponsored an [inlet management study of Blind Pass](#) performed by Aptim Environmental and Infrastructure, Inc. (APTIM), which compiled new and historical data and information regarding its coastal processes and inlet and shoreline dynamics, updated its sediment budget, and developed feasible alternatives for the mechanical transfer of sand from the inlet to the beaches south of the inlet; and

WHEREAS, on June 2019, the Department developed an inlet management plan that contains corrective measures to mitigate the identified inlet erosion impacts to adjacent beaches; and

WHEREAS, Lee County is the entity responsible for dredging at Blind Pass, and therefore, responsible for implementation of the inlet management plan; and

WHEREAS, this inlet management plan (attached) is consistent with the Department’s program objectives under Chapter 161, Florida Statutes,

THEREFORE:

The Department does hereby adopt the following implementation strategies, as set forth in the attached **Blind Pass Inlet Management Plan**. Future inlet management activities conducted by Lee County shall be consistent with the following six strategies:

- 1) **A comprehensive beach and inlet hydrographic monitoring program** shall be conducted to evaluate the performance and impact of existing sand bypassing and nourishment projects and to periodically update the inlet sediment budget. Along with topographic and hydrographic surveys of the inlet system and adjoining beaches, hydraulic monitoring may be conducted to enhance future modeling input data for investigations of inlet management alternatives.
- 2) **Sand bypassing shall be performed from the Blind Pass channel to the adjacent gulf-fronting beaches to the south of the inlet between FDEP Reference Monuments R110.5 and R116.** The quantity of material to be bypassed shall be based on available channel deposition quantities documented through the monitoring protocol of Strategy #1 above.
- 3) **On an average annual basis, the initial target inlet sand bypassing quantity shall be 21,000 cubic yards per year.** This target quantity may be modified or updated based on a minimum of four years or more of monitoring data indicating a change in the sediment budget. In the interim, should the volume of sand accumulating in the Blind Pass channel exceed these quantities, the additional sand may be dredged and placed on the adjacent beaches south of R110.5.
- 4) **The source of sediment for meeting the target sand bypassing quantities in Strategy #3 shall be the Blind Pass channel authorized by Joint Coastal Permit No. 0265943-003-JM. However, the dredging template authorized by Joint Coastal Permit No. 0265943-003-JM shall be modified by truncating the seaward end to limit intrusion into the natural sand bypassing bar.**
- 5) **Because tidal connections to Pine Island Sound through a Wulfert Channel extension and a Sunset Bay connection have been shown to improve inlet stability and natural sand bypassing, engineering design and permitting shall be conducted to develop an environmentally acceptable project.** Where necessary, seagrass and mangrove impacts shall be mitigated with these channel improvements. Physical monitoring shall include hydraulic data acquisition to evaluate project performance.

- 6) Because preliminary modeling has shown the potential benefit of constructing a shore-parallel spur for the terminal groin at the south end of Captiva Island, a detailed feasibility and engineering investigation shall be conducted to further evaluate and design a structural alternative that will enhance natural sand bypassing to reduce erosion along northern Sanibel Island.**

Inlet management actions conducted by Lee County that implement the strategies contained in this plan are subject to further evaluation, and subsequent authorization or denial, as part of the Department's permitting process. Activities that implement these adopted strategies shall be eligible for state financial participation pursuant to Section 161.143, Florida Statutes, subject to Department approval of a funding request and an appropriation from the Florida Legislature. The level of State funding shall be determined based on the activity being conducted and the Department's rules. The Department may choose not to participate financially if the proposed method of implementation is not cost effective or fails to meet the intent of Section 161.142, Florida Statutes, and this final order. Nothing in this plan precludes the evaluation and potential adoption of other strategies for the effective management of Blind Pass and the adjacent beaches.

Approval of Adoption

Alex Reed
Director of Division of Water Resource Management
Florida Department of Environmental Protection

Filing and Acknowledgement

FILED, on this date with the designated Department Clerk, pursuant to
Section 120.52, F.S., receipt of which is hereby acknowledged.

Deputy Clerk

Date

Notice of Rights

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the request for a variance or waiver.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, telephone number, and any e-mail address of the petitioner; the name, address, telephone number, and any e-mail address of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing must be filed within 21 days of receipt of this written notice. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under [Sections 120.569](#) and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Table of Contents

Introduction..... 1

Program Objectives and Statutory Responsibilities for Inlet Management..... 1

History of Blind Pass (CP&E, 1993; APTIM, 2018)..... 2

Prior Inlet Management Studies (CP&E, 1993; Erickson, 2006) 7

Updated Sediment Budget (APTIM, 2018) 10

Recommended Inlet Management Plan Strategies 13

References..... 15

DRAFT

Introduction

Pursuant to Subsection 161.101(2), Florida Statutes, the Florida Department of Environmental Protection (Department or FDEP) is the beach and shore preservation authority for the State of Florida. As part of the Department’s statewide beach management plan adopted pursuant to Section 161.161, Florida Statutes, the Department is adopting this inlet management plan for Blind Pass in Lee County, Florida.

Blind Pass Inlet Management Plan updates strategies for Blind Pass that were adopted in the *Strategic Beach Management Plan* (FDEP, 2018) to be consistent with current statutes and observed erosion¹ conditions. The *Strategic Beach Management Plan* (FDEP, 2018) called for an update inlet sediment budget and adoption of an inlet management plan. The Department and Lee County sponsored an update inlet management study of Blind Pass in 2017-18 that was performed by APTIM, Inc.

Program Objectives and Statutory Responsibilities for Inlet Management

In 2008, the Florida Legislature amended Section 161.142, Florida Statutes, finding,

“The Legislature recognizes the need for maintaining navigation inlets to promote commercial and recreational uses of our coastal waters and their resources. The Legislature further recognizes that inlets interrupt or alter the natural drift of beach-quality sand resources, which often results in these sand resources being deposited in nearshore areas or in the inlet channel, or in the inland waterway adjacent to the inlet, instead of providing natural nourishment to the adjacent eroding beaches. Accordingly, the Legislature finds it is in the public interest to replicate the natural drift of sand which is interrupted or altered by inlets to be replaced and for each level of government to undertake all reasonable efforts to maximize inlet sand bypassing to ensure that beach-quality sand is placed on adjacent eroding beaches. Such activities cannot make up for the historical sand deficits caused by inlets but shall be designed to balance the sediment budget of the inlet and adjacent beaches and extend the life of proximate beach restoration projects so that periodic nourishment is needed less frequently.”

Pursuant to Section 161.143, Florida Statutes,

¹ As used in this document, the term “erosion” means wearing away of land or the removal of consolidated or unconsolidated material from the coastal system by wind or wave action, storm surge, tidal or littoral currents or surface water runoff. As used in this document, the term “accretion” means the buildup of land or accumulation of unconsolidated material within the coastal system caused by wind and wave action, storm surge, or tidal or littoral currents. The descriptions of coastal processes in this document are not intended to affect title to real property or real property boundaries.

“Studies, projects and activities for the purpose of mitigating the erosive effects of inlets and balancing the sediment budget on the inlet and adjacent beaches must be supported by separately approved inlet management plans or inlet components of the statewide comprehensive beach management plan.”

Lee County has been the entity responsible for maintenance dredging Blind Pass and consequently, mitigating the extent of beach erosion caused by the inlet, as specified in Subsection 161.142 (6), Florida Statutes.

History of Blind Pass (CP&E, 1993; APTIM, 2018)

Blind Pass is located in Lee County on the southwest coast of Florida connecting the Gulf of Mexico with Pine Island Sound (

DRAFT



Figure 1). The inlet separates Captiva Island to the north and Sanibel Island to the south. Lee County maintains Turner Beach Park, immediately north of Blind Pass on Captiva Island, and a bridge crossing Blind Pass, which provides the only vehicular access to Captiva Island from Sanibel Island and the mainland (

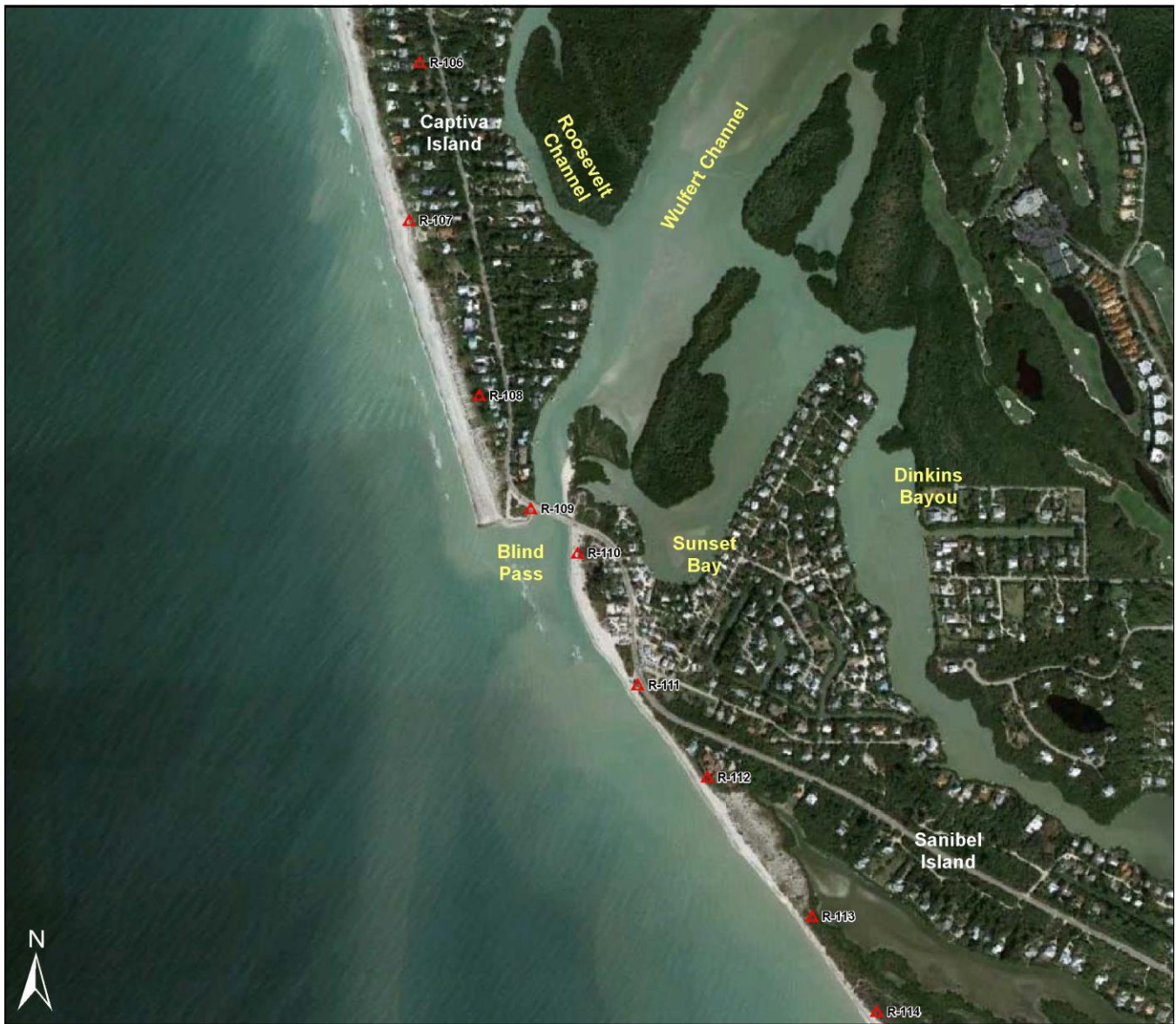


Figure 2).

It is important to understand the history of Blind Pass, its evolution and prior inlet management activities, and beach erosion control activities along the adjacent beaches, to gain a perspective on the inlet's dynamics and the need to change inlet management strategies over time. Blind Pass has had one of the most complicated geomorphological histories of any Florida inlet, which has seen multiple closures and openings over time. Coastal Planning & Engineering, Inc. (CP&E, 1993) cites information by different researchers that suggest an inlet existed in the vicinity of Blind Pass as early as A.D. 1000. The earliest available government survey dated 1859 indicated that Blind Pass was open nearly 2,000 feet south of the existing entrance at the end of a long shore-parallel channel alignment. The next available survey in 1883 indicates the inlet broke through the southward trending spit at a location near the current entrance.

The hurricane of 1921, which made landfall on the southwest coast of Florida, breached Captiva Island about five miles north of Blind Pass. This breach was the origin of Redfish Pass, which separates North Captiva Island from Captiva Island. Prior to the formation of Redfish Pass, Blind Pass was a larger inlet conveying a greater tidal prism. After Redfish Pass captured a significant portion of the Pine Island Sound tidal prism, Blind Pass conveyed a substantially smaller tidal prism and became less hydraulically stable. The next available survey in 1928 indicates the spit grew southward again from Captiva Island causing the channel to migrate over 3,500 feet to the south. The inlet shoaled and eventually closed. About 1941, the inlet reopened again to the north and the truncated spit attached to northern Sanibel Island.

DRAFT



Figure 1. Blind Pass between Captiva Island and Sanibel Island, 2017 (Aerial photo: Google Earth images).



Figure 2. Blind Pass between Captiva and Sanibel Islands (APTIM [2018] - Aerial photo, 2016).

The cycle of spit growth, inlet closure and new breaching occurred again after 1941. Hurricane Donna caused a new breach in 1960. However, this breach closed and a new inlet opened further to the south in 1961. By 1964, the spit migrated to the south again and closed the inlet. In 1972, Hurricane Agnes caused substantial deflation of the spit between the present inlet location and Clam Bayou to the south. A new breach was opened at Clam Bayou. To protect the bridge crossing Blind Pass and the road, the county constructed a boulder mound terminal groin at Turner Beach Park in 1972.

Blind Pass remained open between 1972 and 1975. A subtropical storm in June 1974 impacted southwest Florida with northward longshore transport causing severe erosion to Turner Beach Park

north of Blind Pass and substantial shoaling into the inlet off northern Sanibel Island. The deposition of sand east the bridge substantially reduced the flow of water through the inlet leading to eventual closure in 1977. Aerial photography in 1978 show the inlet closed, but a former channel called Old Blind Pass had become open a few thousand feet to the south. Blind Pass remained closed until another subtropical storm in June 1982 caused its reopening.

In 1988, prior to a beach nourishment project on Captiva Island, the terminal groin north of Blind Pass was extended 100 feet. To mitigate erosion along northern Sanibel Island attributed to the effects of the terminal groin, 237,100 cubic yards of sand was placed on the beach immediately south of Blind Pass in 1996. A significant quantity of the mitigative sand fill was transported northerly off northern Sanibel Island into Blind Pass causing its closure between August 1998 and October 1999. The inlet remained closed until 2001, when 20,400 cubic yards were removed from the inlet channel seaward of the bridge. Because shoaled conditions east of the bridge continued to restrict tidal flow through the channel, Blind Pass closed. Other than minor reopening's such as during Hurricane Charley in 2004, Blind Pass remained substantially closed until 2009.

On June 6, 2008, the Blind Pass Maintenance Dredging Project was authorized by the Department (Joint Coastal Permit #0265943-001-JC). The project included maintenance dredging of the Blind Pass Channel and the connection to Roosevelt Channel. The channel extended from the -10 ft. NAVD contour in the Gulf of Mexico into the interior waters of Pine Island Sound (**Figure 3**). Between December 2008 and July 2009, 148,000 cubic yards of material were dredged from Blind Pass with placement of 136,900 cubic yards of sand on the beach of northern Sanibel Island starting approximately 2,000 feet south of the inlet. Another 11,100 cubic yards were placed on an upland disposal area. Following significant shoaling, the outer inlet channel was dredged again in September 2012 with the excavation of 63,300 cubic yards, and the inner channel was dredged in June 2013 with the excavation of 37,600 cubic yards. All material was placed along the beaches of northern Sanibel Island. In June 2017, a second maintenance project was conducted with the excavation of 89,700 cubic yards from both the exterior and interior channel segments of Blind Pass with placement on northern Sanibel Island.

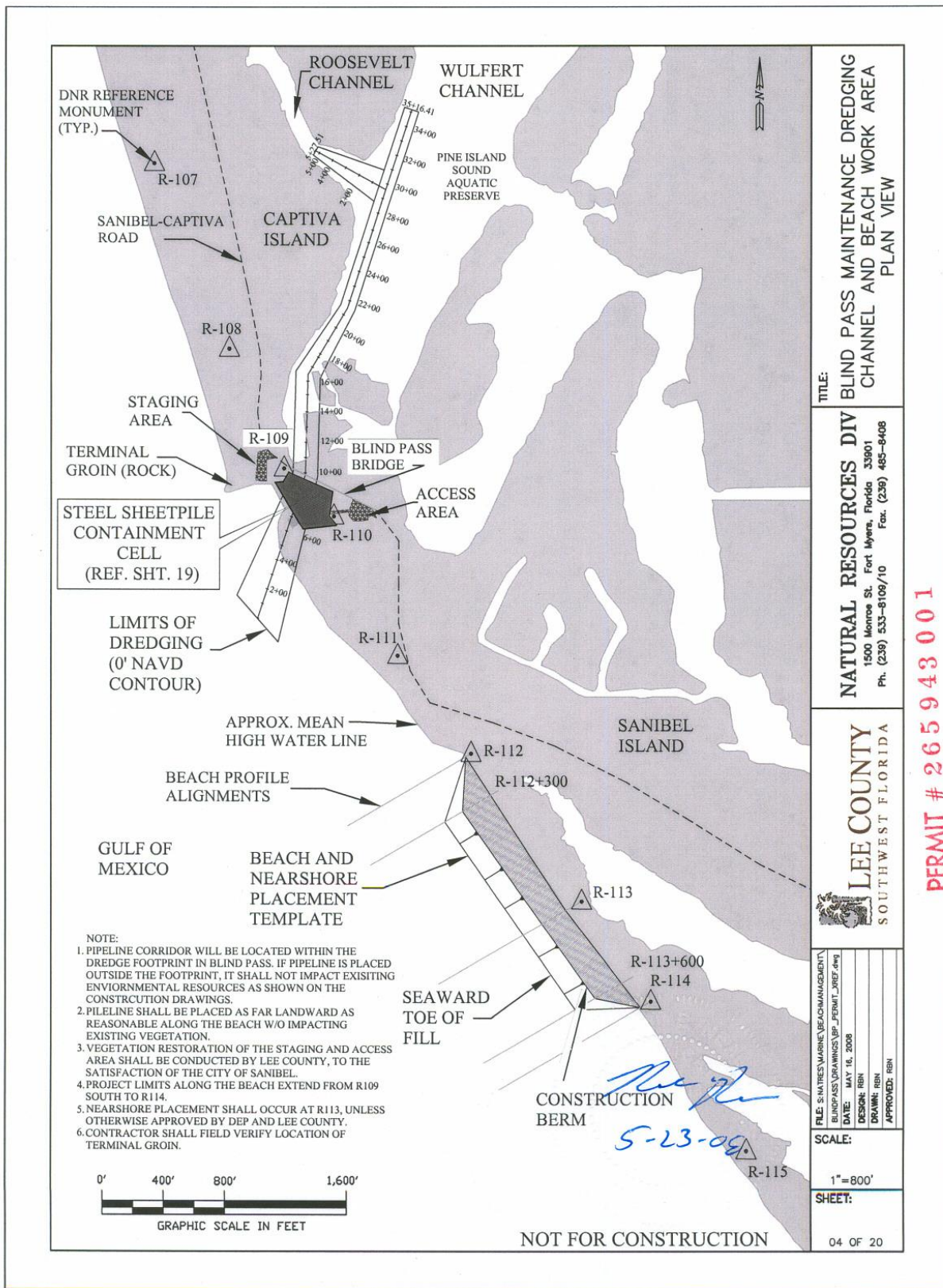


Figure 3. The authorized Blind Pass Maintenance Project (Joint Coastal Permit #0265943-001-JC).

Prior Inlet Management Studies (CP&E, 1993; Erickson, 2006)

In 1991, the Department and the Captiva Erosion Prevention District sponsored an inlet management study conducted by Coastal Planning & Engineering, Inc. In this study, CP&E evaluated historical surveys and aerial photography, shoreline and nearshore profile changes, bathymetric data and changes, and the littoral sediment budget for different time periods. Environmental resources were surveyed and the inlet's hydraulics and stability were evaluated.

The study evaluated seventeen inlet management alternatives for addressing the critical erosion conditions to the adjoining beaches that were caused in part by Blind Pass. Two inlet closure options were considered, including removing the terminal groin on Captiva Island and removing the groin coupled with filling the inlet. Twelve inlet bypassing alternatives were considered, which included various beach fill proposals and armoring schemes for Sanibel Island, construction of a terminal groin on Sanibel Island, purchasing threatened homes, rerouting the road, dredging the flood shoal, as well as a no-action alternative. In addition, there were three experimental systems considered, including jet pumps, fluidizers, and de-watering systems. The analysis compared costs and effectiveness of each alternative, along with the technical feasibility and environmental impacts.

The recommended plan called for the initial placement of 374,000 cubic yards of sand on northern Sanibel Island to restore the shoreline, and periodic nourishment of approximately 18,000 cubic yards per year to maintain the shoreline. In addition, a feeder beach on the south end of Captiva Island would receive 17,000 cubic yards per year to increase natural inlet bypassing, which when added to the periodic nourishment of northern Sanibel Island would compensate for the expected erosion loss of -35,000 cubic yards per year south of Blind Pass. Other recommended alternatives included removing overwash material from Clam Bayou and Old Blind Pass to construct a barrier dune, constructing an 800-foot revetment along the most vulnerable segment of the road on Sanibel Island, and acquiring five private parcels south of the pass to create a public beach.

The Department adopted inlet management strategies for Blind Pass in the *Strategic Beach Management Plan* (2000), which were: Bypass on an annual basis 37,250 cubic yards of beach compatible sand to the downdrift shoreline south of the inlet. Conduct a feasibility study of using the ebb and flood shoals as a source of beach compatible sand for beach nourishment of the downdrift shoreline. Implement a comprehensive, beach, inlet and offshore monitoring program to validate or redefine the sediment budget developed in the inlet management study.

Lee County sponsored a follow-up inlet management study in 2006, resulting in the Blind Pass Ecozone Restoration and Bypassing Project (Erickson Consulting Engineers, 2006). The purpose of this project was to reopen and maintain Blind Pass as an open inlet to provide improved water circulation and resulting water quality effects within Wulfert Channel and Roosevelt Channel as well as Clam Bayou and Dinkins Bayou. Periodic inlet maintenance dredge material was used to nourish northern Sanibel Island. Given the problem of reentry of fill placement on northern Sanibel Island, the new fill placement site was limited to 2,000 feet south of Blind Pass between R112 and R114 (Refer back to **Figure 3**).

Updated Inlet Management Study (APTIM, 2018)

The Department and Lee County sponsored an update inlet management study in 2017-2018, to update the inlet's sediment budget and develop improved strategies for maintaining a more stable inlet while addressing the chronic erosion conditions of northern Sanibel Island. This study included a literature review, data collection, development of an updated sediment budget, and an inlet management alternatives analysis with advanced numerical modeling to develop feasible inlet management strategies. Conceptual designs were evaluated individually and in combination employing the numerical model Delft3D. Study guidance was provided by a Technical Advisory Committee made up of representatives of Lee County, the City of Sanibel Island, the Captiva Erosion Prevention District, and the Department.

A comprehensive analysis was conducted of 18 preliminary alternatives, which included various options involving beach fill, deposition basins, channel dredging, changes to the Captiva Island terminal groin, constructing various structures on northern Sanibel Island, adding a spur to the existing terminal groin, and conducting no action. Following this analysis, the most effective and feasible components of the preliminary alternatives were combined into three final alternatives for further study. These final alternatives included combinations of a truncated entrance channel dredge template, dredging connections to Pine Island Sound, placing beach fill on northern Sanibel Island, and adding a spur structure to the west end of the existing terminal groin on Captiva Island. The numerical model simulated a five-year period as well as two storm conditions. Morphology, volumes, channel stability, and storm response were evaluated. While morphological trends were similar and benefits comparable for each final alternative, there were some differences in magnitude of changes. The final study recommendations called for the following alternatives:

- Truncated dredge template based on Preliminary Alternative 3c with the variable dredging depth along the inner channel (**Figure 4**).

- Sanibel Island beach fill based on Preliminary Alternative 6a with the fill template between R110.5 and R112.5.
- Modified connections to Pine Island Sound with a re-established connection to Sunset Bay and Wulfert Channel extension (**Combined Final Alternative 3; Figure 5**).
- Spur at Blind Pass terminal groin as a 100-foot long extension in a north-south orientation.

The study further recommended a phased approach for features of the plan consistent with existing permits, performance monitoring, and other regulatory considerations. Further refinement and engineering for a design phase for new construction or excavation is recommended prior to implementation of any project.

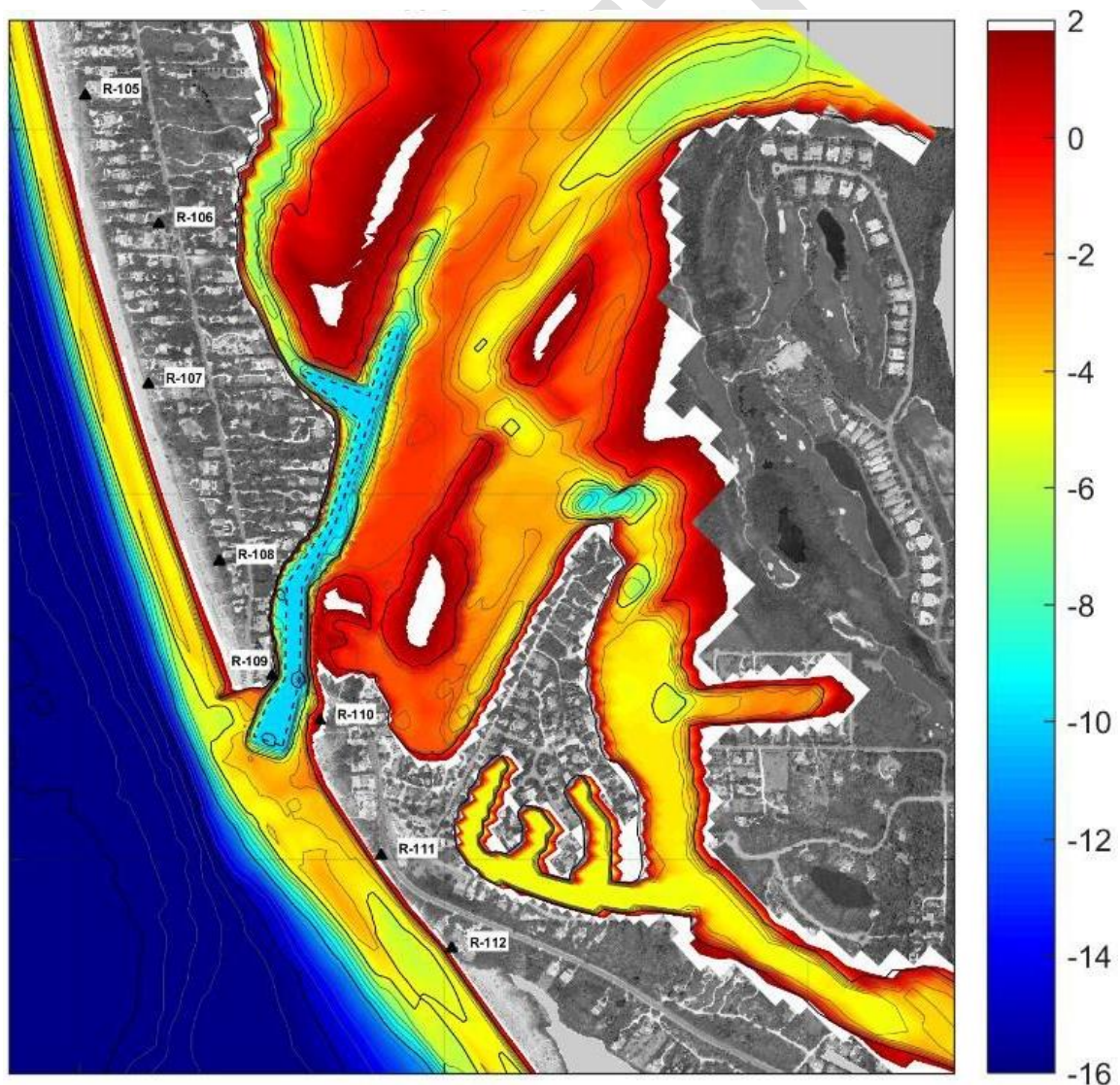


Figure 4. Preliminary Alternative 3c with truncated entrance channel to minimize encroachment into the natural bypassing bar – initial model bathymetry (feet NAVD). Reference: APTIM (2018)

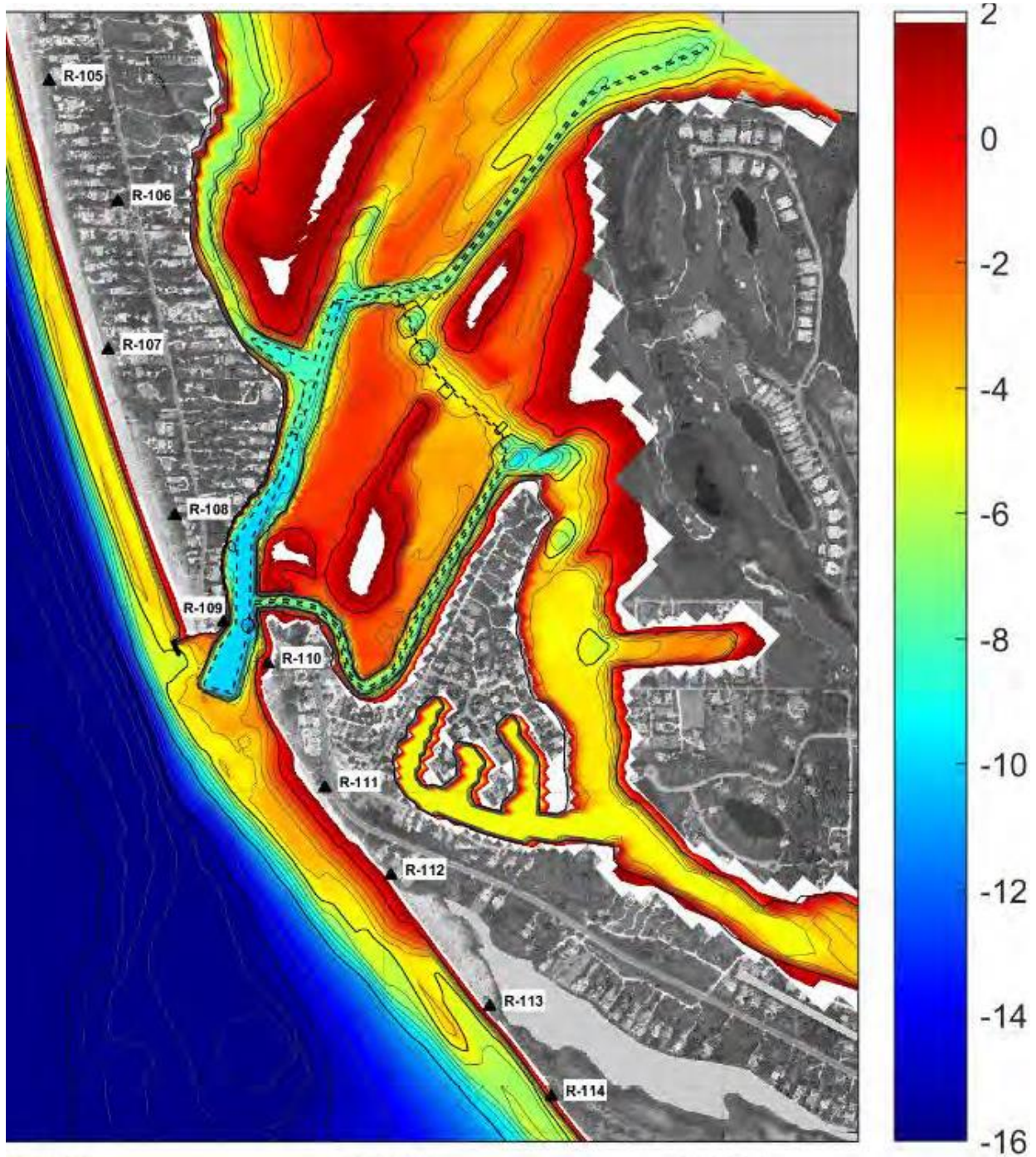


Figure 5. Final Combined Alternative 3 with truncated entrance channel, Wulfert Channel extension to Pine Island Sound, Sunset Bay connection, and a spur to the terminal groin – initial model bathymetry (feet NAVD). Reference: APTIM (2018)

Updated Sediment Budget (APTIM, 2018)

Pursuant to Section 161.142, Florida Statutes, dredging within an inlet system, including its shoals, should result in the placement of all beach quality sand on adjacent eroding beaches to balance the sediment budget between the inlet and adjacent beaches. A sediment budget is a balance of the volumes (or volume rate of change) for sediments entering and leaving a tidal inlet system and its adjacent beaches. A sediment budget quantifies the natural longshore sediment transport by waves and tides to and from the inlet, the entrapment of longshore sediment by the inlet channel and the ebb and flood shoals, and the mechanical “bypassing” of sediment, typically by a hydraulic dredge, from the inlet to the adjacent beaches or nearshore. Sediment transport volumes and pathways are unique to each inlet as influenced by regional geology, morphological characteristics, wave and tide conditions, and sediment characteristics and supply. A sediment budget is determined by comparing two or more surveys of an inlet system, including its channel, ebb and flood shoals, and the adjacent beaches.

The 1993 inlet management study for Blind Pass developed a general sediment budget for the time periods 1941-1955, 1955-1974, 1974-1988, and 1988-1991. These sediment budgets covered a segment of coast extending from Redfish Pass at the north end of Captiva Island to the southeast tip of Sanibel Island. Because the 1988-1991 time period was atypical with a stronger northward transport, an estimated sediment budget was developed for more typical conditions with longshore transport of sand southward from Captiva Island to Sanibel Island. This sediment budget projected an expected annual erosion loss on northern Sanibel Island to be -35,000 cubic yards per year.

The 2018 inlet management study for Blind Pass developed an updated sediment budget covering the time period from 2009 to 2015 (**Figure 6**). Along the study area, the predominant direction of longshore sediment transport is from north to south. During the time period from 2009 to 2015, approximately 51,000 cubic yards per year of sand were transported from Captiva Island southward to Blind Pass. Northern Sanibel Island south of Blind Pass sustained an annual loss of -14,000 cubic yards of sand between R110.5 and R112, and another -58,000 cubic yards annually between R112 and R116. The sediment budget indicates that the inlet complex captures 21,000 cubic yards of sand per year.

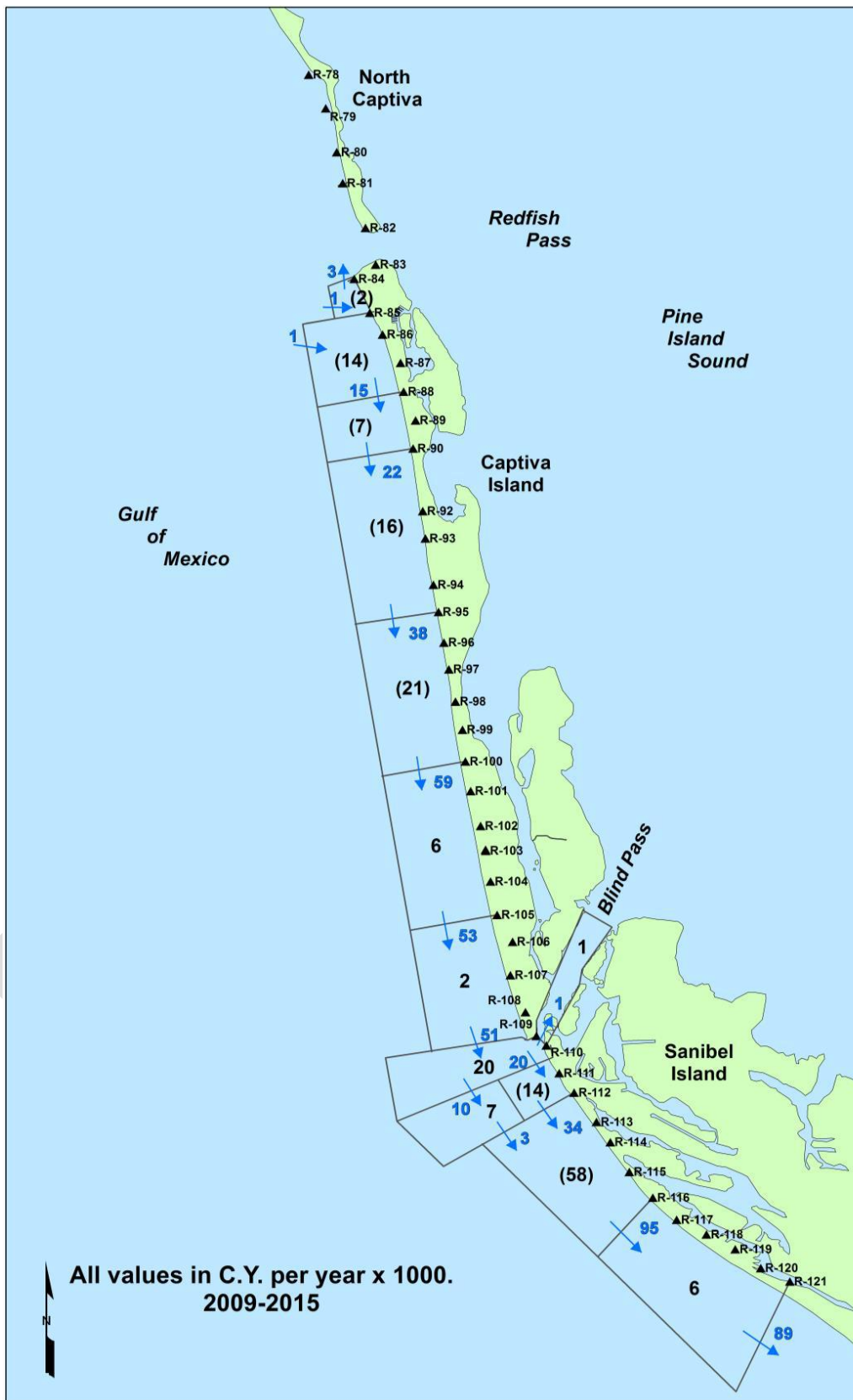


Figure 6. Update sediment budget for Blind Pass (2009-2015). Blue numbers represent net sediment transport into and out of littoral cells. The black numbers represent the net gain or loss within a littoral cell. Reference: APTIM (2018)

Recommended Inlet Management Plan Strategies

The Department staff recommends the following inlet management strategies be adopted to meet the requirements of Chapter 161, Florida Statutes.

- 1) A comprehensive beach and inlet hydrographic monitoring program** shall be conducted to evaluate the performance and impact of existing sand bypassing and nourishment projects and to periodically update the inlet sediment budget. Along with topographic and hydrographic surveys of the inlet system and adjoining beaches, hydraulic monitoring may be conducted to enhance future modeling input data for investigations of inlet management alternatives.

Discussion – A comprehensive beach and inlet hydrographic monitoring program is the most important element to manage the sediment at Blind Pass. Topographic and bathymetric surveys provide reliable data to estimate the volumetric impact of the inlet on adjacent beaches and to establish a sand placement protocol that complies with Section 161.142, Florida Statutes. The current approved beach and inlet monitoring program conducted by Lee County and the Captiva Erosion Prevention District provides excellent monitoring data. Hydraulic monitoring will provide the data necessary to evaluate the performance of the following strategies, as well as refine and design a spur to the terminal groin.

- 2) Sand bypassing shall be performed from the Blind Pass channel to the adjacent gulf-fronting beaches to the south of the inlet between FDEP Reference Monuments R110.5 and R116.** The quantity of material to be bypassed shall be based on available channel deposition quantities documented through the monitoring protocol of Strategy #1 above.

Discussion – Northern Sanibel Island south of Blind Pass is the beach erosion area directly impacted by Blind Pass. The beaches 1.7 miles to the south of Blind Pass (R109-R118) are currently designated critically eroded by the Department (FDEP, 2018).

- 3) On an average annual basis, the initial target inlet sand bypassing quantity shall be 21,000 cubic yards per year.** This target quantity may be modified or updated based on a minimum of four years or more of monitoring data indicating a change in the sediment budget. In the interim, should the volume of sand accumulating in the Blind Pass channel exceed these quantities, the additional sand may be dredged and placed on the adjacent beaches south of R110.5.

Discussion – The sediment budget indicates a need to place an annual quantity of 21,000 cubic yards of sand per year on the eroded beaches south of the inlet to account for the inlet's impact on northern

Sanibel Island. To mitigate sand losses on northern Sanibel Island that are not attributed to Blind Pass, additional sand may be placed that is obtained from acceptable offshore sources or inland sand mines.

- 4) The source of sediment for meeting the target sand bypassing quantities in Strategy #3 shall be the Blind Pass channel authorized by Joint Coastal Permit No. 0265943-003-JM. However, the dredging template authorized by Joint Coastal Permit No. 0265943-003-JM shall be modified by truncating the seaward end to limit intrusion into the natural sand bypassing bar.**

Discussion – The area dredged for sand bypassing is the authorized Blind Pass channel. Alternative 3c was shown in the study to facilitate natural sand bypassing. By limiting the extent of channel dredging into the sand bypassing bar a greater quantity of sand is expected to naturally nourish the critically eroded northern Sanibel Island beaches.

- 5) Because tidal connections to Pine Island Sound through a Wulfert Channel extension and a Sunset Bay connection have been shown to improve inlet stability and natural sand bypassing, engineering design and permitting shall be conducted to develop an environmentally acceptable project.** Where necessary, seagrass and mangrove impacts shall be mitigated with these channel improvements. Physical monitoring shall include hydraulic data acquisition to evaluate project performance.

Discussion – The final combined Alternative 3 showed the increased inlet flow developed from the Sunset Bay connection and the Wulfert Channel extension would lessen sand entrapment and help flush sediment out of the inlet with the ebb tidal cycle. The resulting increased tidal prism will make the inlet more hydraulically efficient and would improve natural sand bypassing.

- 6) Because preliminary modeling has shown the potential benefit of constructing a shore-parallel spur for the terminal groin at the south end of Captiva Island, a detailed feasibility and engineering investigation shall be conducted to further evaluate and design a structural alternative that will enhance natural sand bypassing to reduce erosion along northern Sanibel Island.**

Discussion – Strategies 2 through 5 are anticipated to be implemented in a phased approach. With implementation of each strategy, performance may be evaluated utilizing the data obtained in Strategy 1. Implementation of Strategy 6 would require a greater design and impact analysis than was considered in

the preliminary alternatives analysis of the inlet management study. Implementation of Strategies 2 through 5 should be completed and evaluated prior to initiating Strategy 6.

References

- Aptim Environmental & Infrastructure, Inc., 2018. [Blind Pass Inlet Management Study 2018 Update](#), 57 p. plus appendices.
- Coastal Planning & Engineering, Inc., Dean, R.G., and Mehta, A.J., 1993. *Blind Pass Inlet Management Plan*, 144 p. plus appendices.
- Erickson Consulting Engineers, Inc., 2006. *Blind Pass Restoration Project Design Report*.
- Florida Department of Environmental Protection, 2018. *Critically Eroded Beaches in Florida*, Division of Water Resource Management, 89 p.
- Florida Department of Environmental Protection, 2000. *Strategic Beach Management Plan*, Bureau of Beaches and Coastal Systems.
- Florida Department of Environmental Protection, 2018. *Strategic Beach Management Plan*, Division of Water Resource Management, 365 p.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____
 (Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
 (If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager Name: _____ _____ or successor Address: _____ _____ Phone: _____ Email: _____	Grantee's Grant Manager Name: _____ _____ or successor Address: _____ _____ Phone: _____ Email: _____
--	--

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect,

and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it

has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to

Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department

may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 19LE3**

ATTACHMENT 2

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 Captiva Island Beach - Hurricane Irma Recovery Project. 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 September 1, 2017 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 (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<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
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Travel.

Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements

See Attachment 3, Grant Work Plan.

9. 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's liability insurance 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 Agreement.

d. **Other Insurance.** None.

10. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

11. Retainage.

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

12. Subcontracting.

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

13. State-owned Land.

Special Terms for Projects on 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.

14. Office of Policy and Budget Reporting.

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

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Captiva Island Beach - Hurricane Irma Recovery Project

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department/DEP) reference monuments R84 and R116 along the Gulf of Mexico in Captiva & Sanibel islands in Lee County, Florida, as specified in the Strategic Beach Management Plan and Section 62B-36.005, Florida Administrative Code (F.A.C.).

PROJECT BACKGROUND: Hurricane Irma made landfall on September 10, 2017 causing beach and dune erosion along Captiva Island Beach Nourishment in Lee County. The 2018 Florida Legislature provided funds to assist counties with beach and dune restoration projects. The Department developed the 2018 Hurricane Irma Supplemental Funding Plan for Florida's beach and dune system to distribute these funds. Construction of a storm recovery project is anticipated in FY2019-20 to repair storm damages.

PROJECT DESCRIPTION: The Project consists of design and construction of the Captiva Island Beach - Hurricane Irma Recovery Project.

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 \$259,664 for this Project or up to 100 percent of the non-federal Project cost, 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 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(1)(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.S. – Florida Statutes

F.A.C. – Florida Administrative Code

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

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: Construction

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 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

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Design	100.00%	\$49,388.00	\$16,474.00	\$0.00	\$65,862.00
2	Construction	100.00%	\$729,603.00	\$243,190.00	\$0.00	\$972,793.00
	TOTAL PROJECT COSTS		\$778,991.00	\$259,664.00	\$0.00	\$1,038,655.00

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

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Design	Contractual Services	\$16,474.00	09/1/17	06/30/21
2	Construction	Contractual Services	\$243,190.00	09/1/17	06/30/21
Total:			\$259,664.00		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Land Acquisition Trust Fund, GAA Line # 1605	2018-2019	37.003	Beach Management Funding Assistance Program	\$259,664	087752

Total Award					\$259,664	
--------------------	--	--	--	--	------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

EXHIBIT D

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: Captiva Island Beach - Hurricane Irma Recovery Project

Local Sponsor: Captiva Erosion Prevention District (CEPD)

DEP Agreement Number: 19LE3

Remittance Address: _____

Billing Number: _____

Billing Type: Interim Billing Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated
\$ _____

Local Funds Obligated
\$ _____

Less Advance Pay
\$ _____

Less Advance Pay
\$ _____

Less Previous Payment
\$ _____

Less Previous Credits
\$ _____

Less Previous Retained
\$ _____

Less This Credit
\$ _____

Less This Payment
\$ _____

Local Funds Remaining
\$ _____

Less This Retainage (5%)
\$ _____

State Funds Remaining
\$ _____

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART II**

Name of Project: _____
Billing Number: _____
DEP Agreement Number: _____

Billing Period (1): _____
Person Completing Form & Telephone Number (2): _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		\$0.00	0.00		0.00	0.00
								-		Totals	-		-	-	-	-	-

Total Due to Local Sponsor (15) _____

- Form Instructions:
- Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
 - Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
 - Task #: Must identify Task..
 - SOW #: Must identify SOW(s) for each invoice. If invoice covers multiple SOW, that invoice would be listed multiple times, a line item for each SOW.
 - Invoice Amount
 - Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
 - % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
 - Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
 - Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
 - Percentage of State Share: This should be the State Share Percentage listed in Agreement.
 - State Share: Multiply Non-Federal Share by State Share Percentage.
 - Local Share: Subtract State Share from Non-Federal Share.
 - Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
 - Withheld Retainage: Multiply State Share by 10%.
 - State Payment: Subtract Retainage from State Share.
 - Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).
- Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.**
- Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
PROJECT PROGRESS REPORT**

Name of Project: Captiva Island Beach - Hurricane Irma Recovery Project

Local Sponsor: Captiva Erosion Prevention District (CEPD)

DEP Agreement Number: 19LE3

Billing Number: _____

Report Period: _____

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

Name of Project: Captiva Island Beach - Hurricane Irma Recovery Project

Local Sponsor: Captiva Erosion Prevention District (CEPD)

DEP Agreement Number: 19LE3

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program’s approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CONTRACT COMPLETION CERTIFICATION
PART V**

Name of Project: Captiva Island Beach - Hurricane Irma Recovery Project

Local Sponsor: Captiva Erosion Prevention District (CEPD)

DEP Agreement Number: 19LE3

Task Completion (List Task) _____

Contract Completion

*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date



Captiva Erosion Prevention District (CEPD)

Board of Commissioners

Standard Operating Procedure

for

Providing Administrative Assistance to Commissioners

<u>Section</u>	<u>Page</u>
Document History.....	2
Background and Description.....	2
Purpose.....	2
Process Participants.....	2
Frequency.....	2
Steps.....	2
Monitoring.....	3
Performance Measures.....	3
Related SOP's.....	4

DOCUMENT HISTORY

Revision date	What was revised	Effective date	Author
10/24/2010	New-Original	to be determined	PIP/bg
12/20/2010	Revised based on DH and KR rev	to be determined	PIP/bg
7/18/2016	Revised and updated	to be determined	John Bralove
5/28/2019	Revised and Updated	6/10/2019	Hans Wilson

BACKGROUND AND DESCRIPTION

According to the CEPD Rules of Procedure, Rule 1.11 (b) ; “The Administrator shall respond to all reasonable requests of any Commissioner with priority to be set by the Chairman as necessary. Duties shall include the running of the District’s office, attendance at Board meetings, custodian of the records, agent, and all other administrative duties associated with carrying out the duties, responsibilities and policies of the District Board.”

From time to time, a CEPD Commissioner may undertake a special project on behalf of CEPD and will ask the CEPD Administrator for assistance with that project. The CEPD Administrator will determine manpower capacity to provide the requested assistance to the Commissioner. If the amount of assistance requested is too great for CEPD Administration to provide without a negative impact on the ongoing CEPD workload the Administrator will take the proper steps to contract the appropriate individual(s) to work with the Commissioner, with Board approval.

Commissioners, as elected members of the Board of the Captiva Erosion Prevention District, have specific duties and authorities as outlined in the Rules of Procedure. Commissioners as part of their participation on the Board interface with Administration to discharge their duties, for example to review the meeting minutes, sign resolutions, oversee budgets, or review financials. In some cases the priority of an individual Commissioner may be at odds with the priorities of the Board. It is the goal of Administration to prioritize tasks at the direction of the Board first and handle individual requests from Commissioners as available.

Note that if a Commissioner requires incidental assistance from CEPD Administration, this procedure will not be invoked. It is only when the man hours required exceeds capacity to assist Commissioners that this procedure should be followed.

PURPOSE

The purpose of this SOP is to:

- Give the direction from the Board the highest priority
- Prevent the blurring of lines between an independent contractor and employee.
- Document individual commissioner requests for the Board to assure concurrence by vote, if necessary.

- Describe the steps that the CEPD Administrator takes to provide CEPD Commissioners with administrative assistance for special projects.

PROCESS PARTICIPANTS

CEPD Administration
CEPD Commissioners

FREQUENCY

The steps in this procedure are performed whenever a CEPD Commissioner requests administrative assistance with a special project, or a request that is not part of the collective direction of the Board.

STEPS

1. If a CEPD Commissioner requires administrative assistance with a project that the Commissioner is undertaking on behalf of CEPD, the Commissioner requests either verbally or by email that the CEPD Administrator make arrangements to provide the Commissioner with assistance. The CEPD Commissioner provides the CEPD Administrator with a description of the type of assistance that is required, the number of hours of assistance the Commissioner thinks is required, and the timeframe in which the assistance must be provided. The CEPD Commissioner or the CEPD Administrator will complete the attached form to outline the specific request of each Commissioner.
2. Upon receipt of a request for administrative assistance from a CEPD Commissioner, the CEPD Administrator evaluates the request and determines if the skills required to provide the assistance are within the job description or duties of the Administration or if outside consultants with the required skillset will need to be hired.
3. If the CEPD Administrator or Deputy Administrator possesses the required skills, the CEPD Administrator determines if the assistance would have a negative impact on CEPD's ongoing workload based on the number of hours requested and the timeframe in which the assistance must be provided.
4. If the CEPD Administrator determines the assistance can be provided without a negative impact to CEPD's ongoing workload, the CEPD Administrator discusses the assignment with the Deputy Administrator to determine who will provide the assistance to the Commissioner. A follow up email to the Commissioner requesting assistance will be produced and copied to the Board.
5. CEPD Administrator will determine the need for supporting action by the Board. Supporting action via resolution or other vote by the Board will be confirmed and noted on the "Commissioners Request" form, giving the request priority over individual requests not supported by the majority of the Board.
6. If the CEPD Administrator determines that the skillset required to provide the assistance is not defined in the Administration duties, or that the requested assistance would negatively impact Administration's ongoing workload, the CEPD Administrator determines what the total cost of contracting for those services will be.

- a. If the CEPD Administrator determines that the total cost will be \$2,500 or less, the CEPD Administrator obtains authorization for that expenditure from the CEPD Chair (per the CEPD Rules of Procedure) and makes arrangements for the contracted service provider.
- b. If the CEPD Administrator determines the total cost will be more than \$2,500, the CEPD Administrator informs the Commissioner requesting the assistance that the expenditure will have to be approved at a CEPD Board meeting and ensures the agenda for the next CEPD Board meeting includes a discussion of the proposed expenditure. Upon approval of the expenditure by the CEPD Board, the CEPD Administrator makes arrangements for the required contracted services.

MONITORING

The CEPD Administrator is responsible for ensuring that Commissioners follow this standard operating procedure and that significant effort is not being expended in assisting Commissioners without a proper request having been made and evaluated by the Board. Issues related to conformance with the SOP or changes to modify the effectiveness of the SOP will be addressed before the CEPD Board

PERFORMANCE MEASURES

Commissioner requests for significant administrative assistance are made to the CEPD Administrator, in writing, to avoid miscommunication.

1. Commissioners are provided with the assistance that they request in a timely manner, per this standard operating procedure.
2. The engagement of contracted service providers to fulfill Commissioner administrative assistance requests is approved by the CEPD Board if the cost of that engagement is more than \$2,500 or approved by the CEPD Chair if the cost of that engagement is \$2,500 or less.

RELATED SOP'S

Standard Operating Procedure for Regular Board Meeting Support

Standard Operating Procedure for Special Board Meeting and Emergency Board Meeting Support



Marine Engineers and Environmental Consultants

May 31, 2019

To: Board of the Captiva Erosion Prevention District

From: Hans Wilson, P.E.

Copy: Carolyn Weaver, Joe Wagenti

Subject: Administrative Priorities

Commissioners – Based on recent events it has come to my attention that directives from Commissioners conflict with priorities of the Administration to the point that it is taking away precious time needed to manage the District. In order to better handle the myriad of duties needed to run the District and to accommodate direction from the Commissioners we have developed a protocol that keeps the entire Board apprised of individual Commissioner requests. This is being done to allow the Board's contracted consultants to stay on track with their priorities and to confirm compliance with actions directed by the Board as a whole. It is also being done to maintain the bifurcation between contracted consultants and employees, of which the District has none.

On Monday mornings Administration is going to post in the Monday.com program what the priorities will be for the week. These priorities will be supported by reference to Board action by vote and approval. On Friday afternoons Administration will post the status of the week's priorities so that any Commissioner wanting to follow along with the weekly duties of the Administration can do so. This will constitute the Weekly Status Report. During the week, as each duty or objective is completed or modified, it will be updated so Commissioners wanting to scrutinize the daily operations of Administration can do so.

To abate the multitude of requests being handled by the Administration, unless the request has a direct correlation to a Board resolution or consensus, it will be handled by Administration as quickly as possible but not above the priorities set for the week. Otherwise Administration is going to stay the course for the week. If the Board wants to modify this approach we would welcome a discussion in the open forum of a Board meeting to get input from all the Commissioners.

The other purpose for this approach is to eliminate the blending or merging of Commissioners' directing Administration similar to an employer directing an employee, which is a violation of the basis for a 1099 "contract employee" (in other words, a consultant). I have attached the IRS memo dated 10-3-18 describing this relationship so the Board is familiar with the legalities of a consultant. In a general sense, to the extent that the Board controls the behavior, business aspects of the job, and provides employee benefits or and employee contract, then the IRS considers the person an employee, not a consultant.

Common Law Rules

Facts that provide evidence of the degree of control and independence fall into three categories:

1. **Behavioral:** Does the company control or have the right to control what the worker does and how the worker does his or her job?
2. **Financial:** Are the business aspects of the worker's job controlled by the payer? (these include things like how worker is paid, whether expenses are reimbursed, who provides tools/supplies, etc.)
3. **Type of Relationship:** Are there written contracts or employee type benefits (i.e. pension plan, insurance, vacation pay, etc.)? Will the relationship continue and is the work performed a key aspect of the business?

Businesses must weigh all these factors when determining whether a worker is an employee or independent contractor. Some factors may indicate that the worker is an employee, while other factors indicate that the worker is an independent contractor. There is no "magic" or set number of factors that "makes" the worker an employee or an independent contractor, and no one factor stands alone in making this determination. Also, factors which are relevant in one situation may not be relevant in another.

The keys are to look at the entire relationship, consider the degree or extent of the right to direct and control, and finally, to document each of the factors used in coming up with the determination.



COMMISSIONER REQUESTS

Request Description: _____

Date: _____ Estimated Hours: _____ Date to be completed: _____

If the request is within the Scope of Work defined in the Management Services Consultant's agreement, confirm the following:

Is time available to complete the request? (check one) Yes ___ No ___

If yes, who will respond? (check one) Administrator ___ Deputy Administrator ___

Date written confirmation submitted to Commissioner: _____

Is request supported by Board action? (check one) Yes ___ No ___

If yes: Supporting Resolution or Motion: _____ Date Approved: _____

If no: Determine how best to manage the request within the priorities of the Board and provide the Commissioner with an estimated time of delivery.

If the request is not within the Scope of Work defined in the Management Services Consultant's agreement, or the requested assistance will exceed the workload capacity of Administration, the Administrator will determine outside consultants capable of executing the request and determine the associated cost.

If costs are less than \$2,500, secure Chairman approval.

Signature: _____ Date: _____

If costs exceed \$2,500 requires Board approval.

Date Submitted to Board: _____	Board Vote:	Aye	Nay
	(Initials)	_____	_____
		_____	_____
		_____	_____
		_____	_____

Actual Date Completed: _____ Actual hours required: _____

Final Cost: _____ Objective accomplished: Yes ___ No ___

Parker Systems
 1115 Bridgeway Blvd.
 Orlando, FL 32828 US
 (407) 432-0869
 lynda@parkersystemsplace.com

2017-2102

ADDRESS	SHIP TO	DATE	TOTAL
Captiva Erosion Prevention District	Captiva Erosion Prevention District	05/16/2019	\$6,373.68
Captiva Erosion Prevention District	Captiva Erosion Prevention District		
11513 Andy Rosse Lane, Suite #4, Captiva, FL 33924	11513 Andy Rosse Lane, Suite #4, Captiva, FL 33924		

ACTIVITY	QTY	RATE	AMOUNT
Extended Warranty Extended Hardware and Software Warranty (2) Luke II, Pay Station Serial #5200.1405.0091, 5200.1444.1624, Expired 7/31/17, renews to July 31, 2018. 2 units for 365 days each	2	1,200.00	2,400.00
Extended Warranty Extended Hardware and Software Warranty (2) Luke II, Pay Station Serial #5200.1405.0091, 5200.1444.1624, Expired 7/31/18, renews to July 31, 2019. 2 units for 365 days each	2	1,986.84	3,973.68

TOTAL **\$6,373.68**

THANK YOU.

Accepted By: _____

Accepted Date: _____

RESOLUTION NO. 2019-05
BY THE BOARD OF COMMISSIONERS
OF THE CAPTIVA EROSION PREVENTION DISTRICT
LEE COUNTY, FLORIDA

WHEREAS, the Captiva Erosion Prevent District (“District”) is authorized by Chapter 2000-399, Laws of Florida and Section 161.32, Florida Statutes (2018), as a beach and shore preservation district; and

WHEREAS, the District maintains bank accounts in order to provide for the proper administration of its duties and obligations under its enabling legislation; and

WHEREAS, the District has determined that it desires to maintain the majority of its funds in the Florida Local Government Surplus Funds Trust Fund, but to maintain a local banking relationship for the purpose of enabling a proper and efficient administration of day to day banking needs of the District; and

WHEREAS, the District at a duly noticed public meeting has considered the aforesaid proposals.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CAPTIVA EROSION PREVENTION DISTRICT that:

Section 1. The District approves the use of The Bank of the Islands for its general local banking needs, but directs the Administrator to use the Florida Local Government Surplus Funds Trust Fund as its primary investment account. Excess funds in The Bank of the Islands is authorized to be transferred to the District’s account at the Florida Local Government Surplus Funds Trust Fund.

Section 2. The District authorizes the Administrator, as necessary, to cause to be updated any information with The Bank of the Islands and the Florida Local Government Surplus Funds Trust Fund. The District further directs that the Chairman, the Treasurer and the Administrator shall be signatories to the accounts.

Section 3. This Resolution shall become effective immediately upon adoption.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to vote, the vote was as follows:

Captiva Erosion Prevention District
Resolution No. 2019-05

Chairman Mullins
Vice Chair Lanigan
Secretary Kaiser
Treasurer Walter
Commissioner Jensen

DULY PASSED AND ADOPTED THIS 10th day of June, 2019.

Board of Commissioners of the
Captiva Erosion Prevention District

By: _____ Certified by: _____
Chairman Secretary

Approved as to Form

By: _____
District Attorney

Lewis Stroud & Deutsch, P.L.

MEMORANDUM

TO: Board of Commissioners
Captiva Erosion Prevention District

FROM: Nancy E. Stroud

RE: Board Authority Regarding Sea Level Rise Issues

DATE: June 5, 2019

Chairman Mullins has asked that I advise the Board as to its authority to undertake studies and potential projects related to the effect of sea level rise on the beaches and shores of Captiva Island. The short answer is that the Captive Erosion Prevention District may do so as it relates to its responsibility to for the erosion prevention and erosion control of the beaches and shores. My explanation follows.

As you know, the CEPD has broad powers under its enabling legislation to develop and execute a program for the beaches and shores on Captiva.¹ Further, Section 1 of the enabling legislation established CEPD as an “existing beach and shore preservation district re-created and reestablished under the provisions of section 161.32, Florida Statutes....” The state beach and shore preservation statute provides similarly broad powers, in that a beach and shore preservation district²:

In order to most effectively carry out the purposes of this part... shall be possessed of broad powers to do all manner of things necessary or desirable in pursuance of this end Such powers shall specifically include, but not be limited to, the following:

...(6) To construct, acquire, operate and maintain works and facilities;

¹ Section 4 (6), Ch. 2000-399, Laws of Florida.

² Section 161.36, Florida Statutes.

...(8) **To do any and all other things specified or implied in this part.**

(Emphasis added). By statutory definition, beach and shore preservation “includes, but is not limited to, erosion control, hurricane protection, coastal flood control, shoreline and offshore rehabilitation, and regulation of work and activities likely to affect the physical condition of the beach or shore,”³ Therefore, the authority of the District extends to erosion control and prevention, not only on the beaches, but on the “shores” of Captiva. While “shore” is not defined in the legislation or statute, its meaning would include those lands bordering Pine Island Sound and other tidal waters to the east of the island. Webster’s dictionary defines shore as “the land bordering a usually large body of water” and Black’s Law dictionary definition is “the lands adjacent to navigable waters, where the tide flows and reflows....”

To the extent that sea level rise affects the ability to preserve and protect the beaches and shores of the island from erosion, the CEPD may certainly study the issues, problems and possible remedies that might be necessary or appropriate under its erosion prevention powers. To that end, the CEPD under its enabling act may “contract for services of engineers, attorneys. . . and such other agents and employees as the District Board may require or deem necessary to accomplish the purposes of this act. . . .”⁴

Please do not hesitate to let me know if you would like further explanation or research into this matter.

³ Section 161.021(2), Florida Statutes.

⁴ Section 4 (5), Ch. 2000-399, Laws of Florida.