



## CAPTIVA EROSION PREVENTION DISTRICT RESOLUTION 2023-04

A RESOLUTION OF THE CAPTIVA EROSION PREVENTION DISTRICT APPROVING THE RESILIENCY PROFESSIONAL CONTRACT PROPOSAL; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the CEPD Board has published on a duly noticed agenda, reviewed, discussed and taken public comment on April 17<sup>th</sup>, 2023;

**WHEREAS**, the CEPD Board desires to approve or approve with conditions the following attachments and course of action;

**NOW THEREFORE, BE IT RESOLVED** by the CAPTIVA EROSION PREVENTION DISTRICT:

**Section 1.** The CEPD Board resolves and approves the following:

Approve the Resiliency Professional Contract Proposal as written and provided by Sanibel Captiva Conservation Foundation as seen in Exhibit A

**Section 2.** This Resolution shall take effect immediately upon adoption.

DULY INTRODUCED, PASSED AND ENACTED by the Board of Commissioners of the CAPTIVA EROSION PREVENTION DISTRICT, on Captiva Island, in Lee County, Florida on April 17th, 2023.

DocuSigned by:  
*Robert Walter*  
0B05BA9464E4428...

CEPD Chairman Bob Walter

ATTEST:

DocuSigned by:  
*Daniel Munt*  
DC0A8779E14D4C5...

CEPD Executive Director Daniel Munt

Approved as to legal sufficiency:

DocuSigned by:  
*[Signature]*  
0CDB79C95D79490...

CEPD Attorney Ralf Brookes

Record of the Vote:

Commissioner Miville	<u>Aye</u>
Treasurer Pyle	<u>Aye</u>
Secretary Laird	<u>Aye</u>
Vice Chairman Silvia	<u>Aye</u>
Chairman Walter	<u>Aye</u>

## GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Grant Agreement") is made as of the \_\_\_ day of \_\_\_ 2023, by and between **CAPTIVA EROSION PREVENTION DISTRICT** ("CEPD") and **SANIBEL CAPTIVA CONSERVATION FOUNDATION, INC.** ("SCCF,") (the "Parties").

### WITNESSETH:

WHEREAS, CEPD is an independent special beach and shore preservation district under the Florida Statutes; and

WHEREAS, SCCF is a Florida non-profit corporation, with a mission to protect and care for Southwest Florida's coastal ecosystems through its focus on Water Quality Research, Policy and Advocacy, Sea Turtles and Shorebirds, Native Landscaping, Habitat and Wildlife Management, and Environmental Education; and

WHEREAS, the Parties are concerned with climate change and other sources of coastal flooding globally but more specifically as it is affecting Captiva Island, Florida ("Captiva"); and

WHEREAS, CEPD desires to engage and fund an SCCF Resiliency Professional (RP) to perform coastal resilience research, multi-organizational coordination, public education, and related functions for a two (2) year period (the "Project").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Grant:** CEPD agrees to fund the Project through a grant of \$150,000.00, subject to certain limitations as set forth below (the "Grant Amount").
2. **Payment Schedule:** The Grant Amount will be paid in two (2) installments as follows:

#### **Payment Due Date, Amount Due**

Upon renewal of expired contract with RP in August 2023 = \$75,000.00

First Anniversary of RP contract renewal in August 2024 = \$75,000.00\*

\*Such amount to be reduced to the extent supplemental funding for the Project is received by SCCF from governmental bodies such as the City of Sanibel or Lee County.

3. **Preferred Funding Source:** If available, funding of the Grant Amount for each of the first two years will be paid out of fifteen percent (15%) of CEPD's parking revenue, not to

exceed or be less than the Amount Due of \$75,000 in each of the first two years. The Project, however, is not contingent upon this funding source.

4. **Project Scope:** The scope of the Project is as follows:  
SCCF's RP will work with CEPD and their partners to coordinate adaption and resiliency strategies to address sea level rise and other flooding risks on Captiva Island and in the region, taking a collaborative leadership position to usher efforts toward long-term climate solutions and SLR adaptation and resiliency strategies for Captiva within a regional system.

As part of that work, the following, while not exhaustive, are potential ways that the RP may contribute to the Project:

- Technical scientific review and drafting of planning documents and other written products that will further the Project.
- Assessment of funding opportunities including eligibility requirements, and applicability to the Project. Writing assistance for funding proposals. Attendance of funding webinars, and communication with funding entities.
- Collaboration with Executive Director, CEPD lobbyist, and other partners to engage with policy makers in support of CEPD resilience efforts and associated projects.
- Monitoring and sharing of important resilience information and resources from SCCF, and other partners from Captiva, Sanibel, Lee County, and across the state of Florida.
- Development of resilience-focused public education, outreach, and engagement materials.
- Exploration and synthesis of prior scientific research or efforts that may help inform potential adaptation options for Captiva.
- Sharing of policy information on resilience legislation that can supplement the efforts of the CEPD lobbyist. Coordination of joint letters or technical comments to help further shared policy goals.
- Support in planning community events, provision of SCCF space when feasible, and assistance in coordinating promotion of events through SCCF.
- Coordination with additional experts and resources at SCCF as applicable to CEPD's work and shared goals and objectives. Sharing of SCCF scientific data as applicable, and collection of additional data as feasible.
- Engagement in development of Lee County Hurricane Ian Recovery and Resilience Plan.

5. **Project Personnel:** SCCF will employ an RP, as it reasonably deems appropriate, in order to efficiently fulfill the needs of the Project in a professional manner. Any such individual will be solely employed or contracted by SCCF on a full-time basis, on such terms as it

reasonably deems appropriate, consistent with SCCF's compensation and benefit structure, policies and procedures. SCCF may utilize any Project personnel for duties unrelated to the Project including, without limitation, research and education regarding resilience issues affecting Sanibel Island or surrounding watersheds. The Chief Executive Officer of SCCF will determine, in his sole discretion, who will be hired, contracted, or assigned to the Project; the RP or any Project personnel will report directly to the Policy Director of SCCF, and CEPD will not be considered a "joint employer" of the RP or any Project personnel. The RP will meet with the Executive Director of CEPD on at least a bimonthly basis to report on the goals, strategy and progress of the Project, and the Executive Director of CEPD may function in an advisory capacity on the Project. Both the CEPD Executive Director and a liaison to the CEPD Board can request the completion of tasks that have general board consensus. The SCCF Policy Director and Chief Executive Officer may assess if scope of work and requested timelines are reasonable and in balance with SCCF and CEPD's shared priorities and appropriately matched to RP's stated skillset and abilities.

**6. Default:**

a. If an SCCF Event of Default (as defined below) occurs, CEPD will have the right, upon thirty (30) days' advance notice, (during which time SCCF will have the right to cure such Default),: (a) to declare this Grant Agreement terminated and cease and recover any unexpended pro rata payments under this grant if not cured. The term "*SCCF Event of Default*" means if SCCF fails, refuses, or neglects to comply with, perform, in all material respects, as and when required, any of its obligations under this Grant Agreement.

b. If a CEPD Event of Default (as defined below) occurs, SCCF will have the right, upon thirty (30) days' advance notice, during which time CEPD will have the right to cure such Default: (a) to declare this Grant Agreement terminated. The term "*CEPD Event of Default*" means if CEPD fails, refuses, or neglects to comply with, perform, in all material respects, as and when required, any of its obligations under this Grant Agreement.

**7. Miscellaneous:** This Grant Agreement (i) will be deemed to have been made in and will be construed in accordance with and governed in all respects by the laws of the State of Florida; (ii) sets forth the entire understanding of the Parties hereto; (iii) supersedes all other agreements between the Parties relating to the subject matter hereof; and (iv) may not be amended or modified except by a written agreement executed by the Parties. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement will not be affected. Each Party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Grant Agreement. In the event that one or more Parties brings or joins in action to recover any sum due hereunder or to protect its interests as a result

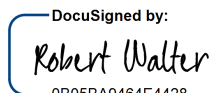
of any breach hereunder and will obtain a settlement or judgment in its favor, then that party will be entitled to recover its costs and expenses incurred.

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement in counterparts as of the date first set forth above.

**CEPD:**

**CAPTIVA EROSION PREVENTION DISTRICT**

DocuSigned by:  
  
DC0A8779E14D4C5  
Daniel Munt, Executive Director

DocuSigned by:  
  
0B05BA9464E4428  
Robert Walter, Chairman

**SCCF:**

**SANIBEL-CAPTIVA CONSERVATION FOUNDATION**

DocuSigned by:  
  
1C9883D9A82E4D7  
James Evans, Chief Executive Officer