



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

'Tween Waters Inn, Wakefield Room
15951 Captiva Drive
Captiva, Florida 33924

Wednesday, November 14, 2012
12:00 P.M.

November 14, 2012 CEPD Regular Board Meeting
Table of Contents

Agenda	1
October Minutes	2-5
Financials	6-11
Scope of Work: Design Update and Bidding Service	12-20
DEP Grant Agreement	21-48
TDC Agreement: Beach Performance Survey	49-52
TDC Agreement: Facility Maintenance	53-56
2013 Proposed Meeting Dates	57
Washington DC Trip Report	58-59
Parking Analysis	60-63
Dept. of Revenue Millage Calculation Disclosure	64
Dept. of Revenue TRIM Certification	65

Agenda

Regular Meeting of the Captiva Erosion Prevention District

Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924
November 14, 2012 @ noon

1. Call to Order
2. Roll Call
3. Approval of October Meeting Minutes
4. Public to be Heard
5. Financial Report
6. Old Business
 - a. Renourishment Project
 - b. Funding Status
 - ILA
 - DEP Grant Agreement
 - ACOE
7. New Business
 - a. TDC Grant Agreement
 - b. 2013 Meeting Schedule
 - Regular Board Meeting
 - Budget Workshop
 - Board Briefing Meeting
8. Administrator Report
 - a. Washington D.C. Trip Update
 - b. Parking Lot Fees
 - c. TRIM Certification
9. Public to be Heard
10. Commissioner Comments

Adjourn

Minutes

Regular Meeting of the Captiva Erosion Prevention District

Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924

October 17, 2012 @ noon

Commissioners Present: Jim Boyle (Chair); Doris Holzheimer (Vice Chair); Harry Kaiser (Secretary); Mike Mullins (Commissioner)

Absent (excused): Dave Jensen (Treasurer)

Staff Present: Kathleen Rooker, CEPD Administrator; JoAnn Paul-Young, Accountant; John Bralove, CEPD Assistant to the Administrator; Hans Wilson, Hans Wilson and Associates.

1. Call to Order

Chairman Boyle called the meeting to order at 12:01 pm.

2. Roll Call

The roll was called and the results are outlined above.

3. Approval of September Meeting Minutes

Mr. Kaiser moved and Mr. Mullins seconded a motion to dispense with the reading and approve the minutes as presented from the September 6 Regular Board Meeting, the September 6 Tentative Budget Hearing, and the September 20 Final Budget Hearing. The motion passed unanimously

4. Public to be Heard

There were no members of the public in attendance.

5. Financial Report

In Mr. Jensen's absence, Ms. Paul-Young presented the Financial Report. She said the fiscal year ended September 30, 2012 and the transfers had been made from the General Account to the Capital Fund Account as required. In the General Budget, CEPD finished the year \$32,000 under budget. In the Capital Budget, there were two expenditures that were anticipated for next year (FY2012/13) but were actually incurred in this year: grant negotiation assistance from CP&E (\$4,899.50) and CP&E fees for the 7-year monitoring (\$33,250.30). Ms. Paul-Young asked if there were questions and there were none.

6. Old Business

○ **Office Lease**

Ms. Rooker reported that all the feedback provided by Commissioners at last month's meeting had been resolved: the lease contained in the current Agenda Materials did not have an automatic renewal clause; an additional reserved parking space had been added; and there was no problem with having meetings in the office. In addition, Ms. Rooker reported that CEPD's attorney, Nancy Stroud, had reviewed the lease and recommended that CEPD not

waive the right to sovereign immunity. Also Ms. Stroud suggested eliminating paragraph 20.6 because it was redundant. Ms. Rooker said that Ms. Stilwell had been very cooperative and had agreed to these changes and added that the rental rate would remain the same for the next four years as stated in the first draft of the lease.

○ **Resolution 2012-12 (Office Lease)**

Ms. Rooker read Resolution 2012-12 aloud. Mr. Kaiser moved the adoption of Resolution and Mr. Holzheimer seconded it. Resolution 2012-12 passed unanimously.

7. New Business

○ **Post TS Debby and 7 Year Post Construction Monitoring Report**

Chairman Boyle referred to the full report contained in the Agenda Materials and called upon Steve Keehn of CP&E to report on this Item. Mr. Keehn made a PowerPoint presentation on the 7-Year Post Construction Monitoring, which included an executive summary, a history of recent projects, a summary of sand loss after 6-1/2 years versus sand loss in the last 1-1/2 years, shoreline changes in the last year, volumetric changes, and project performance data. Major findings from Mr. Keehn's presentation included:

- Captiva has lost a total of 35.5 feet of beach in 6-1/2 years from February 2006 to August 2012, and 12.2 feet in just the period from February 2011 to August 2012.
- The erosion rate in the last year is higher than it has been for the previous years.
- 203,127 cubic yards of sand was lost as a result of Tropical Storm Debby.
- There is accretion in Redfish Pass.
- The average annual sand lost had been approximately 75,000 cubic yards per year; the past 1-1/2 years it was 113,000 cubic yards per year.

There was discussion about the advantage and disadvantages of an 8-year cycle and a 10-year cycle, hot spots, and what might be part of a new permit and permit process. There was also discussion of the advantages and disadvantages of being an ACOE project

Mr. Keehn then reported on the impact of Tropical Storm Debby. He said one of the biggest impacts was dune loss, which he estimated at 35,000 cubic yards on Captiva. From a design point of view, he said, this loss needs to be factored into the advanced nourishment rate for the next project. But the repair of the dunes also needs to be factored in separately. CEPD does not want the dunes repair sand to be part of the beach nourishment sand. Mr. Keehn said that this dunes repair is part of the permit. The new sand volume estimate for the 2014 project is 887,000 cubic yards, including 75,000 cubic yards for Sanibel, which is about 43,000 more than the last estimate. Mr. Keehn said this figure would be fine-tuned as more information becomes available.

Ms. Rooker asked about the need for a pre-construction survey that Mr. Keehn had mentioned earlier. Mr. Keehn explained that he meant that the contractor would do a pre- and post-dredging survey that CEPD can use for other purposes. Mr. Mullins asked about the posts that had been put in after the last nourishment and whether anything needs to be done about them. Mr. Keehn said the posts were meant to be temporary in order to get the dune established and there is no reason they cannot be removed. Chairman Boyle said CEPD would see that they are taken out.

Chairman Boyle then turned the discussion to the next renourishment and what CEPD should be thinking about. He asked Mr. Keehn about the dredge situation. Mr. Keehn said CEPD should be ready to bid the project in the first quarter of 2013. Boyle proposed giving dredgers two windows: 6/1/13 to 9/1/13 for the start and 12/31/13 as the completion date. Commissioners agreed with this suggestion. After some questions, it was determined that going for bids in December might be advantageous. Mr. Keehn said that in discussions with dredgers, the summer provides the best opportunity to save money since the dredgers are less active during this period due to wildlife conservation restrictions and other considerations.

Chairman Boyle then polled the Commissioners about going for bids in December and all were in agreement. He asked Mr. Keehn to prepare something for discussion at the November Board Meeting. Mr. Keehn said he could get a proposal to CEPD before next month and agreed to come to the meeting. He suggested that it would be wise to have a schedule of sequencing and other strategies to review that took into consideration what the ACOE might want to do.

There was discussion about what was happening in the Collier County project and their alternatives and options. Long Boat Key's status was also discussed. There was also discussion of the more open-minded attitude that DEP staff was exhibiting.

- **CP&E Master Services Agreement**

Chairman Boyle said CP&E is asking for a rate increase of 8.5% over the 2008 rate sheet through 2013 except for 2 positions. Mr. Mullins suggested since the work may continue into 2014, he thought the rates should extend to June 2014. Mr. Keehn agreed. Mr. Mullins moved and Ms. Holzheimer seconded a motion to approve the agreement with the one change to June 2014. The motion passed unanimously.

8. Administrator Report

- **FSBPA Conference**

Discussion on this subject in part occurred earlier in the meeting when Ms. Rooker reported on the meeting with ACOE staff. She added here that she and Chairman Boyle went to the FSBPA Annual Board Meeting to find out more about the DEP rule-making. Ms. Rooker said that Debby Flack reported at that meeting the rule-making was going very well.

Ms. Rooker said she learned that the ACOE focus this coming year would be on deep draft ports. She also said the President's current budget has no funding for beach projects and therefore beach project funding would have to come from work plans. The allocation of these funds would be based on the cost/benefit ratio. Ms. Rooker continued that sand management and the dwindling supply of beach-quality sand on the east coast is an issue and they are looking at importing sand from the Bahamas. As a result of this shortage, inlets where sand is being deposited are being viewed as sources for reuse.

- **FEMA Update**

Ms. Rooker reported that CEPD's claim continues to progress through the system. She has provided Alan Hughes of FEMA with the many and various reports and documents he has asked for. The last one was the 7-Year Monitoring Report, provided to substantiate the dunes loss and accompanying vegetation loss. She said the claim is for both dune

replacement and vegetation but the amount is undetermined at this time because of the unknowns regarding mobilization costs.

○ **Army Corps FCCE Update**

Chairman Boyle reported he, CEPD Lobbyist Greg Burns and Ms. Rooker met with Colonel Dodd of the ACOE Jacksonville District, Jerry Yarborough, the colonel's second-in-command, and Jackie Keiser at the FSBPA conference. Chairman Boyle said they learned there are 7 districts/municipalities that have applied for this emergency funding and the first hurdle that must be crossed is for the Corps to determine whether a loss qualifies as a major storm loss. He estimated this determination would happen by December. If that hurdle is overcome, the next step is to send those that do qualify to the ACOE in D.C. for them to make the final decision. He said according to the information he had received, a final decision will be made by February 2013. He added that the cost/benefit ratio for Captiva was about in the middle of the 7. Ms. Rooker added that CEPD is pushing very hard because of the potential of dual benefits - the Corps might not only provide the emergency funding but also participate in the 2013-14 project. She also said the ACOE staff CEPD met with were impressed by the presentation and information that was provided.

Chairman Boyle continued the discussion by reminding the Commissioners that the above discussion was about emergency funding. Regarding funding for the 2013-14 project; ACOE "work plan" budgets currently do not exist. He explained that by regulation unless the federal government funds the Corps for 12 months, they cannot develop a work plan. Currently the Corps only has temporary funding for 6 months. Work plan funding might come after the election so CEPD may not know whether it is in a work plan until around March 2013 or later. Chairman Boyle said he and Ms. Rooker are traveling to D.C. to meet with CEPD's lobbyist, Greg Burns and ACOE staff including Colonel Dodd and the ACOE General who makes the decisions about emergency funding next Thursday morning. They will also meet with Senator Nelson's staff in the afternoon. Chairman Boyle repeated that emergency funding is available now and is waiting for decisions to be made by the ACOE in Washington.

9. Public to be Heard

There were no members of the public in attendance.

10. Commissioner Comments

Mr. Mullins reported on visiting with Larry Kiker, a candidate for Lee County Board of Commissioners, at a recent social function. Mr. Mullins said Mr. Kiker was a supporter of beach nourishment and Mr. Kiker was surprised to learn how much Captivians paid in assessments for beach nourishment. Mr. Mullins thought that Commissioners should "get behind" Mr. Kiker. Mr. Mullins also said that at the next Board Meeting, Commissioners should go over strategy to maximize funding from Lee County given that he expects at least 3 of the 5 County Commissioners who are in office after January 1 will be supporters of beach nourishment.

Adjourn

There being no other business, Chairman Boyle adjourned the meeting at 2:16 pm.

CEPD - GENERAL FUND
 Budget Performance - Summary
 For the One Month Ended October 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Oct '12	Budget - Oct '12	Variance -Oct '12	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax	97.81	0.00	97.81	97.81	0.00	97.81	356,016.00	355,918.19
Interest income - Other	5.23	0.00	5.23	5.23	0.00	5.23	0.00	0.00
Other Income	2,911.17	0.00	2,911.17	2,911.17	0.00	2,911.17	1,100.00	0.00
Total Income	<u>3,014.21</u>	<u>0.00</u>	<u>3,014.21</u>	<u>3,014.21</u>	<u>0.00</u>	<u>3,014.21</u>	<u>357,116.00</u>	<u>355,918.19</u>
Gross Profit	3,014.21	0.00	3,014.21	3,014.21	0.00	3,014.21	357,116.00	355,918.19
Expense								
Administrative expenses	7,608.75	5,261.75	2,347.00	7,608.75	5,261.75	2,347.00	70,625.00	63,016.25
Capital outlay	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00
Reserves	0.00	0.00	0.00	0.00	0.00	0.00	79,665.00	79,665.00
Cost of collecting Ad Valorem	3,231.59	3,254.00	(22.41)	3,231.59	3,254.00	(22.41)	10,754.00	7,522.41
Legal and professional fees	0.00	16,006.00	(16,006.00)	0.00	16,006.00	(16,006.00)	192,072.00	192,072.00
Total Expense	<u>10,840.34</u>	<u>24,521.75</u>	<u>(13,681.41)</u>	<u>10,840.34</u>	<u>24,521.75</u>	<u>(13,681.41)</u>	<u>357,116.00</u>	<u>346,275.66</u>
Net Ordinary Income	<u>(7,826.13)</u>	<u>(24,521.75)</u>	<u>16,695.62</u>	<u>(7,826.13)</u>	<u>(24,521.75)</u>	<u>16,695.62</u>	<u>0.00</u>	<u>9,642.53</u>
Net Income	<u>(7,826.13)</u>	<u>(24,521.75)</u>	<u>16,695.62</u>	<u>(7,826.13)</u>	<u>(24,521.75)</u>	<u>16,695.62</u>	<u>0.00</u>	<u>9,642.53</u>

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

CEPD - GENERAL FUND
Profit & Loss Budget Performance - Detail
For the One Month Ended October 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Oct '12	Budget - Oct '12	Variance -Oct '12	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax								
Ad Valorem taxes	0.00	0.00	0.00	0.00	0.00	0.00	356,016.00	356,016.00
Ad Valorem penalties collected	97.81	0.00	97.81	97.81	0.00	97.81	0.00	0.00
Total Ad Valorem Tax	97.81	0.00	97.81	97.81	0.00	97.81	356,016.00	356,016.00
Interest income - Other	5.23	0.00	5.23	5.23	0.00	5.23	0.00	0.00
Other Income	2,911.17	0.00	2,911.17	2,911.17	0.00	2,911.17	1,100.00	0.00
Total Income	3,014.21	0.00	3,014.21	3,014.21	0.00	3,014.21	357,116.00	356,016.00
Gross Profit	3,014.21	0.00	3,014.21	3,014.21	0.00	3,014.21	357,116.00	356,016.00
Expense								
Administrative expenses								
Advertising	1,135.35	1,500.00	(364.65)	1,135.35	1,500.00	(364.65)	3,500.00	2,364.65
Board meeting expenses	0.00	100.00	(100.00)	0.00	100.00	(100.00)	1,200.00	1,200.00
Copier lease expense	0.00	250.00	(250.00)	0.00	250.00	(250.00)	3,000.00	3,000.00
Dues and subscriptions	0.00	500.00	(500.00)	0.00	500.00	(500.00)	2,000.00	2,000.00
Equipment rental	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00
General insurance	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	10,000.00
Newsletter expense	0.00	0.00	0.00	0.00	0.00	0.00	3,400.00	3,400.00
Office expense	347.34	393.75	(46.41)	347.34	393.75	(46.41)	4,725.00	4,377.66
Postage	55.17	50.00	5.17	55.17	50.00	5.17	500.00	444.83
Rent expense	1,386.45	1,425.00	(38.55)	1,386.45	1,425.00	(38.55)	17,100.00	15,713.55
Repairs	160.00	292.00	(132.00)	160.00	292.00	(132.00)	3,500.00	3,340.00
Telephone	303.69	367.00	(63.31)	303.69	367.00	(63.31)	4,400.00	4,096.31
Travel and per diem	2,941.08	250.00	2,691.08	2,941.08	250.00	2,691.08	8,000.00	5,058.92
Utilities	134.67	134.00	0.67	134.67	134.00	0.67	1,600.00	1,465.33
Website & Computer maintenance	1,145.00	0.00	1,145.00	1,145.00	0.00	1,145.00	3,700.00	2,555.00
Total Administrative expenses	7,608.75	5,261.75	2,347.00	7,608.75	5,261.75	2,347.00	70,625.00	63,016.25
Capital outlay								
Equipment purchases	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00
Total Capital outlay	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00
Reserves								
Operating Reserves	0.00	0.00	0.00	0.00	0.00	0.00	79,665.00	79,665.00
Total Reserves	0.00	0.00	0.00	0.00	0.00	0.00	79,665.00	79,665.00
Cost of collecting Ad Valorem								
Property tax appraiser fees	3,224.81	3,254.00	(29.19)	3,224.81	3,254.00	(29.19)	3,254.00	29.19
Tax collector commissions	6.78	0.00	6.78	6.78	0.00	6.78	7,500.00	7,493.22
Total Cost of collecting Ad Valorem	3,231.59	3,254.00	(22.41)	3,231.59	3,254.00	(22.41)	10,754.00	7,522.41
Consulting and Professional Fees								
Consulting	0.00	11,298.00	(11,298.00)	0.00	11,298.00	(11,298.00)	135,572.00	135,572.00
Professional Fees	0.00	4,708.00	(4,708.00)	0.00	4,708.00	(4,708.00)	56,500.00	56,500.00
Total Legal and professional fees	0.00	16,006.00	(16,006.00)	0.00	16,006.00	(16,006.00)	192,072.00	192,072.00
Total Expense	10,840.34	24,521.75	(13,681.41)	10,840.34	24,521.75	(13,681.41)	357,116.00	346,275.66
Net Ordinary Income	(7,826.13)	(24,521.75)	16,695.62	(7,826.13)	(24,521.75)	16,695.62	0.00	9,740.34
Net Income	(7,826.13)	(24,521.75)	16,695.62	(7,826.13)	(24,521.75)	16,695.62	0.00	9,740.34

NOTE: Budget figures reflect only Budget Revenue uncollected and Budgeted expenditures not yet incurred.

CAPTIVA EROSION PREVENTION DISTRICT
 CAPITAL PROJECTS
 BUDGET PERFORMANCE - SUMMARY
 For the One Month Ended October 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Oct '12	Budget - Oct '12	Variance -Oct '12	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Contributions from Property Owners	0.00	0.00	0.00	0.00	0.00	0.00	8,000,000.00	8,000,000.00
Grant Income	0.00	0.00	0.00	0.00	0.00	0.00	6,544,284.00	6,544,284.00
Interest Income	90.80	41.00	0.00	0.00	0.00	0.00	4,500,000.00	4,500,000.00
Parking Lot Revenue	12,658.38	9,600.00	3,108.18	12,749.18	9,641.00	3,108.18	160,500.00	147,750.82
Reserves - General	0.00	0.00	0.00	0.00	0.00	0.00	79,665.00	79,665.00
Special Assessments	145.00	0.00	145.00	145.00	0.00	145.00	408,066.00	407,921.00
Total Income	12,894.18	9,641.00	3,253.18	12,894.18	9,641.00	3,253.18	19,692,515.00	19,679,620.82
Expense								
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Annual memberships & fees	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Bank service charges	762.29	0.00	762.29	762.29	0.00	762.29	0.00	0.00
Blind Pass project	0.00	0.00	0.00	0.00	0.00	0.00	32,000.00	32,000.00
Cost of Assessment Collections	0.00	0.00	0.00	0.00	0.00	0.00	1,800.00	1,800.00
Engineering (CP)	0.00	4,067.00	(4,067.00)	0.00	4,067.00	(4,067.00)	48,793.00	48,793.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	11,000.00	11,000.00
Parking lot expenses	1,670.10	2,535.00	(864.90)	1,670.10	2,535.00	(864.90)	38,200.00	36,529.90
Project Management Support	5,500.00	13,705.00	(8,205.00)	5,500.00	13,705.00	(8,205.00)	164,444.00	158,944.00
Renourishment 2013/14 Design Phase	31,498.45	96,336.00	(64,837.55)	31,498.45	96,336.00	1,119.25	16,362,190.00	16,330,691.55
Rent	355.34	450.00	(94.66)	355.34	450.00	(94.66)	5,400.00	5,044.66
Storage of records	0.00	159.00	(159.00)	0.00	159.00	(159.00)	1,910.00	1,910.00
Website Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	39,786.18	117,252.00	(77,465.82)	39,786.18	117,252.00	(11,509.02)	16,667,737.00	16,628,713.11
Net Ordinary Income (Loss)	(26,892.00)	(107,611.00)	80,719.00	(26,892.00)	(107,611.00)	14,762.20	3,024,778.00	3,050,907.71
Net Income	(26,892.00)	(107,611.00)	80,719.00	(26,892.00)	(107,611.00)	14,762.20	3,024,778.00	3,050,907.71

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

CAPTIVA EROSION PREVENTION DISTRICT
 CAPITAL PROJECTS
 BUDGET PERFORMANCE- DETAIL
 For the One Month Ended October 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Oct '12	Budget - Oct '12	Variance -Oct '12	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Contributions from Property Owners	0.00	0.00	0.00	0.00	0.00	0.00	8,000,000.00	8,000,000.00
Grant Income - Local	0.00	0.00	0.00	0.00	0.00	0.00	6,544,284.00	6,544,284.00
Grant Income - State	0.00	0.00	0.00	0.00	0.00	0.00	4,500,000.00	4,500,000.00
Interest Income	90.80	41.00	49.80	90.80	41.00	49.80	500.00	409.20
Parking Lot Revenue	12,658.38	9,600.00	3,058.38	12,658.38	9,600.00	3,058.38	160,000.00	147,341.62
Reserves - General	0.00	0.00	0.00	0.00	0.00	0.00	79,665.00	79,665.00
Special Assessments								
Special Assessments Principal	145.00	0.00	145.00	145.00	0.00	145.00	391,096.00	390,951.00
Special Assessments - Interest	0.00	0.00	0.00	0.00	0.00	0.00	16,970.00	16,970.00
Special Assessments - Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Special Assessments	145.00	0.00	145.00	145.00	0.00	145.00	408,066.00	407,921.00
Total Income	12,894.18	9,641.00	3,253.18	12,894.18	9,641.00	3,253.18	19,692,515.00	19,679,620.82
Expense								
Advertising	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Annual memberships & fees	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Bank service charges	762.29	0.00	762.29	762.29	0.00	762.29	0.00	0.00
Blind Pass project	0.00	0.00	0.00	0.00	0.00	0.00	32,000.00	32,000.00
Cost of Assessment Collections	0.00	0.00	0.00	0.00	0.00	0.00	1,800.00	1,800.00
Engineering (CP)	0.00	4,067.00	(4,067.00)	0.00	4,067.00	(4,067.00)	48,793.00	48,793.00
Insurance	0.00	0.00	0.00	0.00	0.00	0.00	11,000.00	11,000.00
Parking lot expenses								
Mobi Mat	0.00	0.00	0.00	0.00	0.00	0.00	4,300.00	4,300.00
Parking maintenance	1,145.60	1,434.00	(288.40)	1,145.60	1,434.00	(288.40)	17,200.00	16,054.40
Portable toilets	524.50	625.00	(100.50)	524.50	625.00	(100.50)	7,500.00	6,975.50
Sales tax expense	0.00	476.00	(476.00)	0.00	476.00	(476.00)	9,200.00	9,200.00
Total Parking lot expenses	1,670.10	2,535.00	(864.90)	1,670.10	2,535.00	(864.90)	38,200.00	36,529.90
Project Management Support								
Professional Fees	5,500.00	8,334.00	(2,834.00)	5,500.00	8,334.00	(2,834.00)	100,000.00	94,500.00
Project Consultant	0.00	5,371.00	(5,371.00)	0.00	5,371.00	(5,371.00)	64,444.00	64,444.00
Project Manual	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Project Management Support	5,500.00	13,705.00	(8,205.00)	5,500.00	13,705.00	(8,205.00)	164,444.00	158,944.00
Renourishment 2013/14 Design Phase								
Bidding, Negotiation & Award	884.75	0.00	884.75	884.75	0.00	884.75	15,000.00	14,115.25
Bond Attorney Fees	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00
Captiva Biological Assesment	0.00	0.00	0.00	0.00	0.00	0.00	13,342.00	13,342.00
Long Range Plan Update	234.50	0.00	234.50	234.50	0.00	234.50	8,968.00	8,733.50
Mobilization, Dredging & Fill	0.00	0.00	0.00	0.00	0.00	0.00	15,621,253.00	15,621,253.00
Monitoring - Sea Turtle	0.00	0.00	0.00	0.00	0.00	0.00	100,699.00	100,699.00
Post Construct Survey & Report	0.00	0.00	0.00	0.00	0.00	0.00	124,226.00	124,226.00
Pre Construction Survey/7yr Monitor	30,379.20	96,336.00	(65,956.80)	30,379.20	96,336.00	0.00	96,336.00	65,956.80
Pre, During, & Post Construct Survey	0.00	0.00	0.00	0.00	0.00	0.00	350,000.00	350,000.00

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

CAPTIVA EROSION PREVENTION DISTRICT
 CAPITAL PROJECTS
 BUDGET PERFORMANCE- DETAIL
 For the One Month Ended October 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Oct '12	Budget - Oct '12	Variance -Oct '12	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Prelim Plans/Permits/FDEP NTP	0.00	0.00	0.00	0.00	0.00	0.00	17,366.00	17,366.00
Total Renourishment 2013/14 Design Phase	31,498.45	96,336.00	(64,837.55)	31,498.45	96,336.00	1,119.25	16,362,190.00	16,330,691.55
Rent	355.34	450.00	(94.66)	355.34	450.00	(94.66)	5,400.00	5,044.66
Storage of records	0.00	159.00	(159.00)	0.00	159.00	(159.00)	1,910.00	1,910.00
Website Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	39,786.18	117,252.00	(77,465.82)	39,786.18	117,252.00	(11,509.02)	16,667,737.00	16,628,713.11
Net Ordinary Income (Loss)	(26,892.00)	(107,611.00)	80,719.00	(26,892.00)	(107,611.00)	14,762.20	3,024,778.00	3,050,907.71
Net Income	(26,892.00)	(107,611.00)	80,719.00	(26,892.00)	(107,611.00)	14,762.20	3,024,778.00	3,050,907.71

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



November 12, 2012

Kathleen Rooker
CEPD Senior Administrative Consultant
Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

Subject: Design Update and Bidding Service Captiva Island Renourishment Project -Scope of Work

Dear Kathleen:

The attached scope of work and fee proposal is for design and bidding services for the 2013 renourishment project, which is revised per our discussion on November 9, 2012. The services include updating the plans and specifications and bidding assistance. The services are set up to integrate with the Corps lead in the construction effort, should that occur. The Scope of Work, fee proposal, and hourly rate sheet to perform this work are attached as Exhibits A to C. The proposed work will be performed by CPE under the terms and conditions approved with the 2012 Professional Service Agreement. The work described in Exhibit A has a lump sum cost of \$24,982. The rate sheet approved with the 2012 Professional Service Agreement is Exhibit C. Work will begin immediately after your notice to proceed and assuming no unforeseen delays, CPE anticipates completing the task within 60 days from notice to proceed.

If you have any questions, please call me.

Sincerely,

COASTAL PLANNING & ENGINEERING, INC.

Stephen Keehn, P.E.
Senior Coastal Engineer

Authorized Corporate Signature

Printed Name

Title

CLIENT: CAPTIVA EROSION PREVENTION DISTRICT

Acknowledgement and Acceptance

Authorized Representative Signature

Printed Name

Title

Date

Exhibit A
Scope of Services

Dec 18 - 2/18
get packet - no opening date
2 weeks with addendum of
opening date

Exhibit A
Captiva Island Beach Renourishment Project
Design and Bidding Services Scope of Work
November 12, 2012

This proposal is for coastal engineering services for the Captiva Island Beach Renourishment Project. This proposal does not reflect the Corps of Engineers assumption of construction authority for the beach portion of the project, since it does not affected this SOW.

The following services are provided in this scope of work:

A. Administration \$ 356

The project manager will be responsible for general project administration with assistance from other senior staff as appropriate. Administration includes progress and status updates, budget control, scheduling, planning, internal meetings, and other associated management tasks.

B. Updated Design with Pre-Construction Beach Survey \$ 9,800

2 weeks by 12/5/12 then send to DEP
The plans will be updated using the 2012 survey in preparation for bidding and submittal to FDEP as a notice to proceed item. The new plans will be modified to add dunes, finalize the fill distribution for Sanibel Island, and address TS Debby's impacts and losses. Minor changes will be made to finalize the specifications with the latest volumes and construction timing and bidding desired by CEPD. In addition, pertinent permit restriction will be added to the specifications, such as the new shorebird conditions.

C. Bidding, Award and Pre-Bid Meeting \$14,826

30 2/18 bid opening
Dec. 18 send out.
from 60
dos 3/18/13
CPE will assist the CEPD in the selection of a dredge contractor for the beach renourishment project. A list of eligible contractors will be provided to the CEPD for bidding purposes. Plans and specifications will be available for distribution to all interested contractors in hard copy or Acrobat format. The selected contractor will have the equipment and experience necessary for construction of an exposed Gulf beach nourishment project, as determined by the engineer.

CPE will prepare for and attend at pre-bid meeting. We will address questions from the contractors and make them aware of critical information about the project. The contractors will be advised of all permit conditions (as they are known), which will also be incorporated into the plans and specifications and contract documents. The contractors will be provided sufficient time to submit a bid for the project. We will answer questions during bidding and assist CEPD in issuing addendums, as needed or required. CPE will also assist the CEPD in reviewing the bids and selecting the lowest responsible bidder, taking into consideration the capability of the contractor (low bidder) in constructing the beach nourishment project. CPE will expedite the final information needed for a FDEP notice to proceed, which are the turbidity monitor qualifications for the Contractor.

Exhibit B
Fee Proposal

EXHIBIT B
 FEE PROPOSAL FOR
 CAPTIVA EROSION PREVENTION DISTRICT
 CAPTIVA ISLAND RENOURISHMENT PROJECT
 UPDATE DESIGN AND BIDDING

November 12, 2012

Task Item	Cost	LABOR COSTS										OTHER COSTS	
		Principal Engineer	Senior Project Manager	Project Manager/ Senior Coastal Engineer	Coastal Engineer II	Coastal Engineer I	Project Marine Biologist	Senior CAD Operator	CAD Operator	Bookkeeper	Clerical	Travel	Equipment Cost
		(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(\$)	(\$)
A Administration	\$356			1	1					1		\$0	\$0
B Update Design with Pre-Construction Beach Survey	\$9,800		4	4	20	20		4	36			\$0	\$0
C Bidding, Award, and Pre-Bid Meeting	\$14,826		29	30	16	8	8				8	\$82	\$156
	Total Hours =	0	33	35	37	28	8	4	36	1	8	\$82	\$156
	Rate =	\$215	\$190	\$157	\$125	\$103	\$125	\$135	\$92	\$74	\$68	1.0	1.0
	Cost =	\$0	\$6,270	\$5,495	\$4,625	\$2,884	\$1,000	\$540	\$3,312	\$74	\$544	\$82	\$156
	LABOR	\$24,744											
	INDIRECT COST	\$82											
	EQUIPMENT COST	\$156											
	TOTAL	\$24,982											



LABOR
 INDIRECT COST
 EQUIPMENT COST
 TOTAL

FEE PROPOSAL FOR
 CAPTIVA EROSION PREVENTION DISTRICT
 CAPTIVA ISLAND RENOURISHMENT PROJECT
 UPDATE DESIGN AND BIDDING

Task Item	Cost	Truck (Road Use per Mile) (Miles)	Gator 4 x 4 Utility Vehicle #REF!	Meals (Days)	INDIRECT COSTS			
					Airfare	Rental Car	Tolls	Lodging
					(Cost)	(Month)	(Cost)	(Days)
A Administration	\$0.00							
B Update Design with Pre-Construction Beach Survey	\$0.00							
C Bidding, Award, and Pre-Bid Meeting	\$237.75	350		2			1	
	Total Hours =	350	0	2	0	0	1	0
	Rate =	\$0.445	\$105.000	\$36.00	1.00	\$2,000.00	\$10	\$160.00
	Cost =	\$155.75	\$0.00	\$72.00	\$0.00	\$0.00	\$10.00	\$0.00
	EQUIPMENT COST	\$155.75						
	INDIRECT COST	\$82.00						
	TOTAL	\$237.75						



EQUIPMENT COST

INDIRECT COST

TOTAL

\$155.75

\$82.00

\$237.75

Exhibit C

Hourly Rate and Unit Cost Schedule

EXHIBIT C
 CATEGORY RATE SCHEDULE
 COASTASL 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

RESOLUTION NO. 2012-13
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 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 March 9, 2011; 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 \$10,000; and

WHEREAS, The District desires to initiate such a project exceeding \$10,000.

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 \$24,982 for the project described as design update and bidding service. The project purposes are for the 2013 Beach Nourishment.

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 Jim Boyle	_____
Vice Chair Doris Holzheimer	_____
Secretary Henry Kaiser	_____
Treasurer Dave Jensen	_____
Commissioner Mike Mullins	_____

Captiva Erosion Prevention District
Resolution No. _____

DULY PASSED AND ADOPTED THIS _____th day of _____, 201__.

Board of Commissioners of the
Captiva Erosion Prevention District

By: _____
Chairman

Certified by: _____
Secretary

Approved by: _____
Attorney

DEP AGREEMENT No: 12LE2
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF BEACHES AND COASTAL SYSTEMS
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
STATE OF FLORIDA
GRANT AGREEMENT FOR
CAPTIVA/SANIBEL ISLAND BEACH NOURISHMENT

THIS AGREEMENT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEPARTMENT"), whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 and CAPTIVA EROSION PREVENTION DISTRICT, a local government, (hereinafter referred to as the "LOCAL SPONSOR"), whose address is 11513 Andy Rosse Lane, Unit 4, Captiva, Florida 33924, for the project described herein.

WHEREAS, the DEPARTMENT, pursuant to Section 161.091 - Section 161.161, Florida Statutes, provides financial assistance to eligible governmental entities for beach erosion control activities under the Florida Beach Management Funding Assistance Program; and,

WHEREAS, pursuant to 62B-36.005(1)(d), Florida Administrative Code, the LOCAL SPONSOR has resolved to support, serve as local sponsor, has the ability to perform the tasks associated with, and has demonstrated a financial commitment to the beach erosion control project as described herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the DEPARTMENT and the LOCAL SPONSOR do hereby agree as follows:

1. The DEPARTMENT does hereby retain the LOCAL SPONSOR to implement the beach erosion control project known as CAPTIVA/SANIBEL ISLAND BEACH NOURISHMENT, (hereafter referred to as the PROJECT), as defined in **Attachment A (Grant Work Plan)**, attached hereto and made a part hereof. The LOCAL SPONSOR does hereby agree to perform such services as are necessary to implement the PROJECT in accordance with the terms and conditions set forth in this Agreement, and all attachments and exhibits named herein that are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" are used interchangeably, and the terms "Grantee", "Recipient" and "Local Sponsor" are used interchangeably.
2. This Agreement shall begin on the last date executed and end on December 31, 2015. Pursuant to Section 161.101 (18), Florida Statutes, work conducted on this PROJECT by the LOCAL SPONSOR or its subcontractor and approved by the Department beginning on or after February 1, 2010, may be eligible for reimbursement by the DEPARTMENT, provided that the PROJECT is approved by the DEPARTMENT. If work identified in the approved Grant Work Plan is completed prior to time allowed in this Agreement, this Agreement may be terminated by formal amendment.
3. The LOCAL SPONSOR shall perform the services in a proper and satisfactory manner as determined by the DEPARTMENT.
4. Any and all equipment, products or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the LOCAL SPONSOR.
5. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and subject to the release of funds appropriated to the DEPARTMENT.

6. The LOCAL SPONSOR shall implement the PROJECT and complete said PROJECT upon the terms and conditions set forth in this Agreement and all present and future requisite authorizations and environmental permits. The PROJECT consists of the periodic nourishment and monitoring of the Captiva Island segment (R84-R109) of the federally authorized Lee County Shore Protection Project, and the non-federal Sanibel Island segment (R110.5-R116), excluding R114-R115 900 feet gap. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. The parties expressly agree that the provisions of this paragraph shall survive and be enforceable beyond the expiration date of this Agreement.
7. The LOCAL SPONSOR shall develop a detailed Scope of Work for each eligible PROJECT task, as specified in Table 1 below. It is understood and agreed that the detailed Scope of Work shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall require approval by the DEPARTMENT as to content, deliverables, and schedule and shall be incorporated into the Grant Work Plan in the form of an approved amendment to this Agreement. The DEPARTMENT may require at least ten percent (10%) of the total cost share for a specified task be forfeited for failure to obtain prior approval, through an executed amendment, from the DEPARTMENT for a specified task.
8. A. The DEPARTMENT and the LOCAL SPONSOR agree that the estimated costs of the PROJECT are identified in Table 1 below:

TABLE 1

Task #	Eligible Project Tasks	Estimated Project Costs			
		Federal	DEP	Local	Total
2.0	Design and Permitting				
2.1	Design of 2013/14 Nourishment		192,301	651,124	843,425
3.0	Construction				
3.1	Construction of Nourishment	\$4,803,773	\$4,395,608	\$14,439,000	\$23,638,381
4.0	Monitoring				
4.1	Year 7 Monitoring	\$35,031	\$83,591	\$283,036	\$401,658
4.2	Year 1 Monitoring		38,760	131,240	\$170,000
	TOTAL PROJECT COSTS	\$4,838,804	\$4,710,260	\$15,504,400	\$25,053,464

- B. Changes that transfer funds from one task to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.
9. The DEPARTMENT has determined that 45.61 percent of the PROJECT cost is eligible for state cost sharing. Therefore, the DEPARTMENT's financial obligation shall not exceed the sum of \$4,710,260 for this PROJECT or up to 22.80 percent of the non-federal project cost, if applicable, for the specific eligible PROJECT items listed above, whichever is less. To the extent applicable, it is understood and agreed that for portions of the PROJECT which are located within lands owned and managed by the DEPARTMENT's Division of Recreation and Parks, no cost share for construction activities shall be required of the LOCAL SPONSOR, and the PROJECT costs for such portions shall be paid by the DEPARTMENT.

10. The DEPARTMENT and the LOCAL SPONSOR agree that any and all activities associated with the PROJECT that are not shown in Table 1 are the responsibility of the LOCAL SPONSOR and are not a part of this Agreement. The LOCAL SPONSOR agrees that any costs for the specific eligible project tasks that exceed the estimated project costs for that task shall be the responsibility of the LOCAL SPONSOR. Any modifications to the estimated TOTAL PROJECT COSTS shown in Table 1 above, shall be provided through formal amendment to this Agreement.
11. The LOCAL SPONSOR shall perform as an independent contractor and not as an agent, representative, or employee of the DEPARTMENT.
12. The LOCAL SPONSOR agrees to maintain the public beach access sites and public parking spaces, as identified in **Attachment B (Funding Eligibility)**, attached hereto and made a part hereof, for beach use throughout the life of the PROJECT as established under this Agreement. The life of the PROJECT is defined as ten (10) years commencing upon execution of this Agreement and re-initiated upon execution of subsequent amendments to this Agreement for additional funding. If at any time the LOCAL SPONSOR fails to maintain the subject beach access sites and public parking, the LOCAL SPONSOR agrees to reimburse the DEPARTMENT all funds provided by the DEPARTMENT associated with any beach access site and/or parking spaces which are no longer available to the public. All parking must be clearly signed or otherwise designated as public beach access parking.
13. As consideration for the satisfactory completion of the eligible work, identified in Attachment A and approval of the work by the DEPARTMENT, the DEPARTMENT agrees to compensate the LOCAL SPONSOR on a cost reimbursement basis for services rendered. All requests for reimbursement shall be made in accordance with **Attachment C (Contract Payment Requirements)**, attached hereto and made a part hereof, and State guidelines for allowable costs found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. The LOCAL SPONSOR shall submit a request for reimbursement of funds on the forms provided as **Attachment D (Request for Payment, PARTS I – III)**, attached hereto and made a part hereof. These forms are to be submitted upon completion of the deliverables. These forms shall be certified as accurate by the LOCAL SPONSOR's Project Manager and the LOCAL SPONSOR's Project Financial Officer and submitted to the DEPARTMENT as a payment request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All requests for the reimbursement of travel expenses shall be based on the travel limits established in Section 112.061, Florida Statutes. A final invoice shall be due no later than thirty (30) days following the completion date of this Agreement. The DEPARTMENT will not release funds for construction activities until such time as all requisite authorizations, environmental permits, and variances, including those required pursuant to Chapters 161, 253, 258 and 373, Florida Statutes, have been obtained. The final payment will not be processed until the match requirement has been met.
14. The DEPARTMENT's Bureau of Beaches and Coastal Systems shall have thirty (30) days after receipt of each request for payment to determine that the work has been accomplished in accordance with the terms and conditions of this Agreement prior to approving the request for payment. It is understood and agreed that any request for payment that requires the DEPARTMENT to request additional information of the LOCAL SPONSOR shall stop time for the DEPARTMENT's review period and the clock will not resume until such information is received as requested by the DEPARTMENT. Upon approval of the request for payment, the DEPARTMENT shall disburse the funds due to the LOCAL SPONSOR less ten (10) percent, which shall be retained on account. The cumulative amount retained for each eligible Task Scope of Work shall be disbursed to the LOCAL SPONSOR upon notification to the DEPARTMENT with an executed notice of completion **Attachment E (Project Completion Certification)** and after the DEPARTMENT has certified that the LOCAL SPONSOR has complied with all the terms and conditions of the Agreement, all applicable DEPARTMENT permits and the applicable Scope of Work for said task. The DEPARTMENT will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to this Agreement.

pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, the LOCAL SPONSOR must provide the information described in this paragraph within thirty (30) days of such request. If applicable, the LOCAL SPONSOR may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

15. For the duration of this Agreement, the LOCAL SPONSOR shall submit to the DEPARTMENT's Project Manager on a quarterly basis, **Attachment D (Project Progress Report, Part III)**, as updates to the project schedule, no later than thirty (30) days following the completion date of the quarterly reporting period in which the project is underway. The term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31. Progress reports may be required to be submitted electronically in an .MPP or tab delimited .TXT format. Information provided shall be the best available and shall represent the most accurate forecast of future events. Specific information to be included in the quarterly report: tasks to be completed, start and finish dates, task duration, and actual start and finish dates with actual task duration. In cases where no reimbursement is sought for a given quarter, all applicable portions of the progress report must still be completed and submitted. The timely submittal of these quarterly reports will result in points for the ranking of future projects under the Beach Management Funding Assistance Program.
16. Upon completion of a task or the PROJECT, the LOCAL SPONSOR shall submit to the DEPARTMENT a certification of completion, attached hereto as **Attachment E (Project Completion Certification)**. A final PROJECT certification inspection shall be made by the DEPARTMENT within sixty (60) days after the PROJECT is certified complete by the LOCAL SPONSOR.
17. The LOCAL SPONSOR shall, at a minimum, comply with monetary limits for competitive acquisition of both materials and services as required by Chapter 287, and Chapter 161.101(17), Florida Statutes, which are expressly made a part of this Agreement and incorporated herein by reference as if fully set forth.
18. The applicable provisions of Chapter 161, Florida Statutes, entitled "Beach and Shore Preservation", and any rules promulgated there from, are expressly made a part of this Agreement and are incorporated herein by reference as if fully set forth.
19. The LOCAL SPONSOR's Project Manager for all matters is Kathleen Rooker, Phone: (239) 472-2472. The DEPARTMENT's Project Manager for all technical matters is Vince George, Phone: (850) 413-7783 and the DEPARTMENT's Grant Program Administrator for all administrative matters is Dena VanLandingham, Phone: (850) 922-7711. The LOCAL SPONSOR will be notified in writing of any changes to the DEPARTMENT's Project Manager information. All matters shall be directed to the appropriate persons for action or disposition.
20. 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, Florida Statutes.
21.
 - A. The DEPARTMENT may terminate this Agreement at any time in the event of the failure of the LOCAL SPONSOR to fulfill any of its obligations under this Agreement. Prior to termination, the DEPARTMENT shall provide ten (10) days written notice of its intent to terminate and shall provide the LOCAL SPONSOR an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
 - B. The DEPARTMENT may terminate this Agreement without cause and for its convenience by giving thirty (30) days written notice to the LOCAL SPONSOR. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in this Agreement.

22. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Project Managers at the addresses below.

LOCAL SPONSOR

Kathleen Rooker
11513 Andy Rosse Lane, Unit 4
Captiva, Florida 33924
Phone (239) 472-2472
mycepd8@gmail.com

DEPARTMENT

Dena VanLandingham, Grant Program
Administrator
Department of Environmental Protection
Bureau of Beaches and Coastal Systems
3900 Commonwealth Blvd., MS 300
Tallahassee, Florida 32399-3000
(850) 922-7711
Dena.vanlandingham@dep.state.fl.us

Any changes to the contact information shown above or in paragraph 19 must be reduced to writing in the form of a Change Order to this Agreement.

23. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the LOCAL SPONSOR to allow public access to all documents, papers, letters, or other material made or received by the LOCAL SPONSOR in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
24. The LOCAL SPONSOR shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles 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 years following Agreement completion. In the event any work is subcontracted, the LOCAL SPONSOR shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
25. A. In addition to the requirements of the preceding paragraph, the LOCAL SPONSOR shall comply with the applicable provisions contained in **Attachment F (Special Audit Requirements)**, attached hereto and made a part hereof. **Exhibit 1 to Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the LOCAL SPONSOR in complying with the requirements of **Attachment F**. A revised copy of Exhibit 1 must be provided to the LOCAL SPONSOR for each amendment that authorizes a funding increase or decrease. If the LOCAL SPONSOR fails to receive a revised copy of Exhibit 1, the LOCAL SPONSOR shall notify the DEPARTMENT's Grant Program Administrator at 850/922-7711, to request a copy of the updated information.
- B. The LOCAL SPONSOR is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The LOCAL SPONSOR shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the LOCAL SPONSOR shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a sub recipient or vendor. For state financial assistance, the LOCAL SPONSOR 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>

The LOCAL SPONSOR should confer with its chief financial officer, or audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the LOCAL SPONSOR agrees to complete and submit the **Attachment G (Certification of Applicability to Single Audit Act Reporting)**, attached hereto and made a part hereof, within four (4) months following the end of the LOCAL SPONSOR's fiscal year. Attachment I should be submitted to the DEPARTMENT's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.
26. In accordance with Section 216.347, Florida Statutes, the LOCAL SPONSOR is hereby prohibited from using funds provided by this Agreement for the purposes of lobbying the Legislature, the judicial branch or a state agency.
 27. The LOCAL SPONSOR covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
 28. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
 29. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Agreement, shall impair any such right, power or remedy of either party. Nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
 30. To the extent required by law, the LOCAL SPONSOR will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. In the case any work is subcontracted, the LOCAL SPONSOR shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the LOCAL SPONSOR. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the LOCAL SPONSOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 31. The LOCAL SPONSOR warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida Law, and that such self-insurance offers protection applicable to the LOCAL SPONSOR's officers, employees, servants and agents while acting within the scope of their employment with the LOCAL SPONSOR. The DEPARTMENT shall have no liability except as specifically provided in this Agreement.
 32. The LOCAL SPONSOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement.

33. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
34. A. No person, on the grounds of race, creed, color, national origin, age, sex, 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.
- B. An entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
35. A. The accounting systems for all LOCAL SPONSORS must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. LOCAL SPONSORS 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 LOCAL SPONSOR's, or subrecipient's, accounting system cannot comply with this requirement, the LOCAL SPONSOR, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the DEPARTMENT finds that these funds have been commingled, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the funds provided to the LOCAL SPONSOR under this Agreement for non-compliance with the material terms of this Agreement. The LOCAL SPONSOR, upon such written notification from the DEPARTMENT shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the 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 the DEPARTMENT by the LOCAL SPONSOR to the date repayment is made by the LOCAL SPONSOR to the DEPARTMENT.
- C. In the event that the LOCAL SPONSOR recovers costs, incurred under this Agreement and reimbursed by the DEPARTMENT, from another source(s), the LOCAL SPONSOR shall reimburse the DEPARTMENT for all recovered funds originally provided under this Agreement. 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 payment(s) are recovered by the LOCAL SPONSOR to the date repayment is made to the DEPARTMENT by the LOCAL SPONSOR.

36. A. The LOCAL SPONSOR shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DEPARTMENT's Project Manager. The payment terms of subcontracts (other than construction and the purchase of commodities) shall comply with the terms of this Agreement (for example, if payment under this Agreement is being made on a cost reimbursement basis, then the subcontract should also be cost reimbursement). The LOCAL SPONSOR shall submit a copy of the executed subcontract to the DEPARTMENT within ten (10) days after execution. The LOCAL SPONSOR agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the DEPARTMENT and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the LOCAL SPONSOR that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the LOCAL SPONSOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The LOCAL SPONSOR will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.
- B. 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 of Florida. 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.
37. When applicable, the LOCAL SPONSOR shall also notify the DEPARTMENT's Project Manager of the selection of an intended subcontractor for a construction task and provide a tabulation list from which the intended subcontractor was selected. The LOCAL SPONSOR shall also provide the bid form for the successful bidder. The LOCAL SPONSOR shall select eligible consultants licensed to offer services in the State of Florida for studies, design and permitting and monitoring tasks in accordance with Chapter 287, F. S. Upon the DEPARTMENT's request, the LOCAL SPONSOR shall furnish copies of the respective solicitation documents. Solicitation documents include, but are not limited to, the solicitation and responses thereto, the bid tabulations, and the resulting contract(s), including a detailed Scope of Work.
38. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
39. The DEPARTMENT may at any time, by written order designated to be a change order, make any change in the Project Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the LOCAL SPONSOR's cost or time, shall require formal amendment to this Agreement. Minor modifications which will be handled with a change order include notification of a change in Project Manager, modification of deliverable due dates when such change does not involve an extension, and modifying the Project Work Plan when such modifications would not involve a decrease/increase in cost or an extension of the performance period of this Agreement.
40. The LOCAL SPONSOR shall comply with all applicable federal, state and local rules and regulations in providing services to the DEPARTMENT under this Agreement. The LOCAL SPONSOR acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The LOCAL SPONSOR further agrees to include this provision in all subcontracts issued as a result of this Agreement.

41. The LOCAL SPONSOR shall obtain from each owner of upland property, which is adjacent to the erosion control project, a sufficient property interest in order to construct, maintain, monitor, and repair the erosion control project prior to entering each individual property to conduct such activities.
42. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the LOCAL SPONSOR shall promptly notify the DEPARTMENT orally. Within seven (7) days, the LOCAL SPONSOR shall notify the DEPARTMENT in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the LOCAL SPONSOR's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the DEPARTMENT may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the DEPARTMENT accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the LOCAL SPONSOR and/or the DEPARTMENT. The LOCAL SPONSOR is responsible for the performance of all services issued under this Agreement. Failure to perform by the LOCAL SPONSOR's consultant(s) or subcontractor(s) shall not constitute a force majeure event.
43. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
44. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year last written below.

CAPTIVA EROSION PREVENTION DISTRICT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

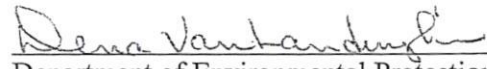
By: _____
Title: Chair

By: _____
Secretary or designee

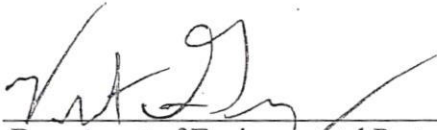
Date: _____

Date: _____

FEID No. 59-2349452


Department of Environmental Protection
Grant Program Administrator

APPROVED as to form and legality:


Department of Environmental Protection
Attorney

Local Sponsor's Attorney
(if necessary)

*If someone other than the Chair signs this Agreement, a resolution, statement or other documentation authorizing that person to sign the Agreement on behalf of the County/City must accompany the agreement.

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (3 pages)
Attachment	B	Funding Eligibility (2 page)
Attachment	C	Contract Payment Requirements (1 page)
Attachment	D	Request For Payment, Parts I - III (3 pages)
Attachment	E	Project Completion Certification (1 page)
Attachment	F	Special Audit Requirements (5 pages)
Attachment	G	Certification of Applicability to Single Audit Act Reporting (3 Pages)

**ATTACHMENT A
GRANT WORK PLAN**

Project Title: Captiva/Sanibel Island Beach Nourishment
Project Location: The project includes 5.8 miles, between DEP Monuments R84 - R109, and R110.5 - R116 (excluding R114-R115 900 feet gap) in Lee County, FL.
Project Background: The Captiva Island restoration was constructed in 1981 and is included in the federal Lee County Shore Protection Project. Nourishment projects were completed in 1989, 1996 and 2006. The Sanibel Island restoration was constructed in 1996. A nourishment project was constructed in 2006.
The PROJECT shall be conducted in accordance with the terms and conditions set forth under this Agreement, for 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 standard technical specifications contained in the DEPARTMENT'S Regional Data Collection and Processing Plan and Geographic Information System Plan, unless otherwise specified in the approved Scope of Work (herein after referred to as SOW) for an eligible PROJECT item. These plans may be found at http://www.dep.state.fl.us/beaches/ . One (1) original and one (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the DEPARTMENT, unless otherwise specified.
Project Description: The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed. 2.0 DESIGN AND PERMITTING Professional services required for engineering and design, obtaining environmental permits and other authorizations and the preparation of plans and specifications for beach nourishment. This item specifically excludes permit application fees or any other fees paid to the State of Florida. Performance standard: All deliverables, reports, and monitoring results will be circulated to the DEPARTMENT for review and comment. When comments are received from the DEPARTMENT affirming that the deliverable is acceptable, payment will be authorized. Financial Consequence: Any work product that does not meet the Performance Standard will not be eligible for reimbursement. 2.1 Design and Permitting of Nourishment Design and permitting to include engineering analysis, numerical modeling and sediment budget updates, engineering plans, specifications and permit drawings, permitting/regulatory authorizations through receipt of Agency action. Deliverable A: Design phase services including post Tropical Storm Debby survey, pre-construction survey for the 2013-14 nourishment, and seventh year post construction physical monitoring survey with accompanying reports.

Total cost \$221,833 (DEP cost \$50,578). Due date December 31, 2015.

Deliverable B: Design of the 2013-14 Nourishment

Scopes of work added under this task must be approved by Bureau staff. No portion of these funds may be expended until an amendment is executed per contract terms.

Total cost \$621,592 (DEP cost \$141,723). Due date December 31, 2015.

3.0 Construction

Work performed and costs associated with the placement of fill material and/or the construction of erosion control structures within the project area. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all permits issued by the Department.

Performance Standard: Work products (Deliverables) must meet acceptance standards of the engineer, building code inspector, Joint Coastal Permit, or a combination of these, as required, to assure all project-related construction is completed to desired specifications.

Financial Consequence: Any work product that does not meet the Performance Standard will not be eligible for reimbursement.

3.1 Construction of Nourishment

Deliverable A: Certificate of Completion for 2013-14 nourishment construction event.
Scopes of work added under this task must be approved by Bureau staff. No portion of these funds may be expended until an amendment is executed per contract terms.
Total Cost \$23,638,381 (DEP cost \$4,395,608).
Due Date: December 31, 2015.

4.0 Monitoring

A monitoring program conducted in accordance with the requirements specified in any and all permits issued by the Department and the US Army Corps of Engineers. A monitoring plan must be submitted and approved in writing by the Department prior to the initiation of monitoring activities. The plan shall be developed in a manner that will coordinate the monitoring activities with the Department's Regional Coastal Monitoring Program.

Performance standard: All deliverables, reports, and monitoring results will be circulated to the Department for review and comment. When comments are received from the Department affirming that the deliverable is acceptable, payment will be authorized.

Financial Consequence: Any work product that does not meet the Performance Standard will not be eligible for reimbursement.

4.1 Year 7 Monitoring

Deliverable A: Seventh year post construction physical monitoring reports.
Total cost \$401,658 (DEP cost \$83,591)
Due date December 31, 2015.

4.2 Year 1 Monitoring

Deliverable A: First year post construction physical monitoring reports.

Scopes of work added under this task must be approved by Bureau staff. No portion of these funds may be expended until an amendment is executed per contract terms.

Total cost \$170,000 (DEP cost \$38,760)

Due date December 31, 2015.

NOTE: The deliverable due dates established in this Grant Work Plan indicate the time by which a deliverable is received and approved for cost sharing. The dates do not necessarily correspond with permit required due dates. The Local Sponsor must meet the terms of the permit for compliance.

All Tasks are Contractual Services.

ATTACHMENT B
FUNDING ELIGIBILITY

CAPTIVA/SANIBEL ISLAND BEACH NOURISHMENT

CAPTIVA SEGMENT

Project Boundary: R84 – R109
Approximate Shoreline Length: 25,748 FEET

Eligibility: Access Points and Public Lodging Establishments: Captiva Island

Location/Name	R-Mon	Type of Access	Width of Access/ Frontage	Total units or parking spaces	No. Public	Eligible shoreline
South Seas Island Resort	R84-R86	Hotel	2129	107	107	2129
Resort Condo*	R87-R89	Condos	1220	741	340	560
Resort Condo*	R90-93.5	Condos	3243	741	340	1488
Resort Public Access	R93.5	Secondary	293	39	39	2352
Andy Rosse Lane	R94.6	Secondary	60	0	0	60
Jensen's	R96	Motel	295	10	10	295
Captiva Shores	R97	Condos	268	24	4	45
Tween Water	R99	Motel	800	137	137	800
Turner Park	R109	Secondary	126	25	25	1446
						9175

* South Seas Island Resort administers 741 non-hotel units with 340 condominiums available to the public or 46% eligibility of the total shoreline length for those segments. Entries are divided into two listings, as they are separated by zones of ineligible single family dwellings.

Eligible Shoreline Length: 9,175 feet
Captiva Project Shoreline Length: 25,748 feet

Percent eligible for state funding: 35.63%

SANIBEL SEGMENT

Project Boundary: R110.5 – R116

Approximate Shoreline Length: 4,723 FEET

Eligibility and Access Points: Sanibel Island

Location/Name	R- Mon	Type of Access	Width of Access/ Frontage	Total units or parking spaces	No. Public	Eligible shoreline
Turner Park*	R110	Secondary	75*	16	16	418
Publicly owned lands (Lee County, Sanibel or Captiva) **	R110.9 to R115	Secondary	4095	0	0	3195**
Bowman's Beach Park***	R115 to R116	Primary***	1110	180	180	1110
						4723

*Project segment on Sanibel begins at R110.5. Length of R110 to R111 equals 1004 feet.

**Between R 114-115 there is a gap of 900' where placement of fill is not permitted.

***Primary beach access with minimum 100 public parking spaces and public restrooms.

Eligible Shoreline Length: 4,723 feet

Sanibel Project Shoreline Length: 4,723 feet

Percent eligible for state funding: 100%

CAPTIVA/SANIBEL ISLANDS COMBINED

Total eligible shoreline length: 13,898'

Total project shoreline length: 30,471'

Percent eligible for state funding: 45.61%

State cost share: 22.80%

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005) *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of Florida Accounting Information Resource (FLAIR) reports or other detailed reports.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts that include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log that shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address: <http://www.fldfs.com/aadir/reference%5Fguide/>.

ATTACHMENT D

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

PAYMENT SUMMARY

Name of Project: CAPTIVA/SANIBEL ISLAND BEACH NOURISHMENT

LOCAL SPONSOR: CAPTIVA EROSION PREVENTION DISTRICT

DEP Agreement Number: 12EE2

Billing Number: _____

Billing Period: _____

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 Payment	\$ _____	Less This Credit	\$ _____
Less This Retainage (10%)	\$ _____	Local Funds Remaining	\$ _____
State Funds Remaining	\$ _____		

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, Bureau of Beaches and Coastal Systems 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.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

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

REIMBURSEMENT DETAIL

Name of Project: _____					Billing#	Billing Period:	DEP AGREEMENT NUMBER		Invoice Adjustments (To be completed by DEP: Reasons for changes noted below)		
Local Sponsor: _____											
Item #	Date OF INVOICE	Invoice #	Amount Paid Vendor (1)	Eligible Project Item (2)	SOW/BID # (3)	Vendor Name	Check or Debit#	Total Amount Eligible for State Share (4)	Changes per BBCS Project Manager (5,6)	Changes per BBCS Accountant (5,6)	Approved Eligible Cost (5)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
Totals for all items on page:											
Item #	Notes and invoice adjustment explanations per item # (5)										
Certification: I certify that the purchases noted above 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/Signature of Project Administrator						Date					
Name/Signature of Project Financial Officer						Date					
Form Instructions:											
(1) Local Sponsor: enter exact amount of check or debit.											
(2) Local Sponsor: enter the subtask ID# from the Eligible Project Item table of the DEP Grant.											
(3) Scopes of work and bids that have been approved for DEP cost share may be assigned a tracking identifier number. Local Sponsor: Insert this tracking number when applicable.											
(4) Local Sponsor: insert only the amount of vender payment that is assumed to be eligible for DEP cost share.											
(5) Local Sponsor: DEP Project Managers and accountants will make necessary corrections or adjustments within the terms of the agreement and in accordance with state rule.											
(6) DEP staff: Enter the total amount of line item increase or decrease: if the adjustment is a decrease, precede the amount with the "-" (minus) sign.											

38

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

Name of Project: CAPTIVA/SANIBEL ISLAND BEACH NOURISHMENT

LOCAL SPONSOR: CAPTIVA EROSION PREVENTION DISTRICT
DEP Agreement Number: 12LE2

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.)

Task Eligible Project
No: Item:

2.0 DESIGN AND PERMITTING

2.1 Design of 2013/14 Nourishment

3.0 CONSTRUCTION

3.1 Construction of Nourishment

4.0 MONITORING

4.1 Year 7 Monitoring

4.2 Year 1 Monitoring

ATTACHMENT E
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM

PROJECT COMPLETION CERTIFICATION

Name of Project: CAPTIVA/SANIBEL ISLAND BEACH NOURISHMENT

LOCAL SPONSOR: CAPTIVA EROSION PREVENTION DISTRICT

DEP Agreement Number: 12LE2

*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

ATTACHMENT F

SPECIAL AUDIT REQUIREMENTS

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 contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/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 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/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.

1. In the event that the recipient expends \$500,000 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. 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. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, 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.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 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, 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 <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 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 \$500,000 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 \$500,000 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.state.fl.us/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 required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

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

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

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, 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/fac/>

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

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

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 the following address:

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

- 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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 the following address:

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

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, 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, 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 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 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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	Ecosystem Management and Restoration Trust Fund, GAA Line Item # 1653A	2011-2012	37.003	Beach Management Funding Assistance Program	\$100,000	140126
Original Agreement	Ecosystem Management and Restoration Trust Fund, GAA Line Item # 1748	2008-2009	37.003	Beach Management Funding Assistance Program	\$25,562	140126
Original Agreement	Ecosystem Management and Restoration Trust Fund, GAA Line Item # 1769A	2010-2011	37.003	Beach Management Funding Assistance Program	\$52,609	140126
Original Agreement	General Revenue	2012-2013	37.003	Beach Management Funding Assistance Program	\$4,532,089	140126
Total Award					\$4,710,260	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] 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 Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT G
CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Local Sponsor's Name:

Local Sponsor Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year:

\$ _____

Total Federal Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year:

\$ _____

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Local Sponsor Fiscal Year Period: FROM: Month/Year TO: Month/Year

NOTE: THIS SHOULD BE THE LOCAL SPONSOR'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).

Total State Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.

\$ _____

Total Federal Financial Assistance Expended during Local Sponsor's most recently completed Fiscal Year:

NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.

\$ _____

The Certification should be signed by your Chief Financial Officer.
Please print the name and include the title and date of the signature.

**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING
FREQUENTLY ASKED QUESTIONS**

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

Answer: No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the CAPTIVA EROSION PREVENTION DISTRICT, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under the Tourist Development Tax Plan for implementation of the following project:

NAME: Captiva Island Beach Performance Survey

NUMBER: 401903

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$23,000 during the

COUNTY'S fiscal year 2013.

2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.
7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and

documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.

8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this ____ day of _____, 200__.

ATTEST:
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY'S OFFICE

ATTEST:
WITNESS:

CAPTIVA EROSION PREVENTION DISTRICT

(1st Witness' Signature)

BY: _____

(Type or Print Name)

(2nd Witness' Signature)

(Type or Print Name)

AGREEMENT FOR TOURIST DEVELOPMENT TAX FUNDING

THIS AGREEMENT is entered into by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**” and the CAPTIVA EROSION PREVENTION DISTRICT, hereinafter referred to as “**RECIPIENT**”, for funding provided by Lee County pursuant to its Tourist Development Plan.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinance No. 07-28, as amended by Ordinance Nos. 09-01 and 10-31, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the tourist development tax may only be spent in accordance with the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** has approved the **RECIPIENT’S** request for funding under the Tourist Development Tax Plan for implementation of the following project:

NAME: Hagerup Beach Park - Facility Maintenance

NUMBER: 401911

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The **RECIPIENT** will perform the work as outlined in the project description and submit a detailed invoice to the **COUNTY**. The **COUNTY** will then reimburse the **RECIPIENT** for an amount not to exceed \$21,284 during the

COUNTY'S fiscal year 2013.

2. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** to the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project description without obtaining prior approval from the Tourist Development Council and **COUNTY**. Minor changes, alterations and/or substitutions may be approved by the Director of the Visitor Convention Bureau or her designee.
3. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None.
4. **RECIPIENT** shall provide to **COUNTY** evidence of substantial activity within eighteen (18) months at the beginning of the fiscal year.
5. Unspent or unencumbered funds remaining at the end of the fiscal year may be carried over into the next fiscal year, contingent upon approval of the Board of County Commissioners.
6. Accurate records of all expenditures shall be maintained by the **RECIPIENT**, and these records shall be made available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.
7. **RECIPIENT** will submit quarterly reports to the **COUNTY**. Expenditure reports must be accompanied by sufficient supporting invoices and

documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Clerk of the Circuit Court, who may seek additional information as the circumstances require.

8. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
9. The **RECIPIENT** shall reimburse the Lee County Tourist Development Tax Trust Fund for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
10. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed by the governing bodies of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the undersigned officials, as duly authorized this ____ day of _____, 200__.

ATTEST:
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY'S OFFICE

ATTEST:
WITNESS:

CAPTIVA EROSION PREVENTION DISTRICT

(1st Witness' Signature)

BY: _____

(Type or Print Name)

(2nd Witness' Signature)

(Type or Print Name)

Dec. 12 on our web site bid announcement.

CEPD 2013 Proposed Board Meeting Dates

5 PM bid opening

11pm for Board meetings

JANUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

New Year's Day

MLK's Birthday

FEBRUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

Presidents' Day

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

* Conflict

* Conflict

Memorial Day

JUNE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

6/11 meeting-10 am

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Independ. Day

7/9 meeting- 1 pm

AUGUST						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

even Thursday break

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Labor Day

9/5-Tent. Budget Hearing

@ 5:01 pm

9/11-Board and Final Hearing**

FSBPA

23rd

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Columbus Day

ASBPA

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Veterans Day

Thanksgiving Day

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Christmas Day

* Panel and Board meetings are usually a day apart.

** Board Meeting @ 3:00 pm; Final Budget Hearing @ 5:01 pm

Legend

- Federal Holiday
- Usual Panel Meeting
- Board Meeting
- Conferences
- Briefing Meeting
- Budget Workshop

Washington DC Trip
October 25, 2012

Meeting at Army Corps HQ:

Stacey Brown (Deputy Chief) and team members of the South Atlantic Division Regional Integration Team - Jeff Jensen (by phone) and Germaine.

- Stacey will look into the issue of Benefit/Cost Ratio in response to a speaker at FSBPA indicating that the Corps would require a benefit of 2.5 or above. She had not heard this figure but will investigate. (Note: emergency funding only needs a Benefit/Cost ratio over 1)
- Jacksonville District has not yet forwarded any Project Information Reports in response to TS Debby to the Atlanta office. Once the PIR gets to Atlanta, they will make recommendations and forward those to Washington DC Headquarters.
- The Corps has approximately \$200 million in FCCE funds remaining.
- Corps was very concerned about damages that Hurricane Sandy may bring.
- Captiva's narrow island geography and evacuation route issues were of high interest to the Corps after seeing our presentation. The Corps stressed that these features need to get into the narrative that Jacksonville District will write in the PIR.
- The Corps asked for additional copies of our presentation. We left copies with them.
- We should know more about FCCE funds for TS Debby by January.

Meeting with Legislative Aide, Office of Senator Bill Nelson:

Jenny Solomon

- Shared our thanks for the successful effort of Jenny and Senator Nelson to have Florida declared a federal disaster area.
- Jenny expressed Senator Nelson's continuing strong commitment to the beaches. She was aware of the Captiva area.
- Legislative staff is anxious about the upcoming election.
- Captiva's narrow island geography and evacuation route issues were of high interest to Senator Nelson's aide.
- Greg Burns offered to prepare a letter to come from Senator Nelson's office to be sent to the Atlanta COE in support of FCCE funding. Jenny commented that a letter would not likely be sent until after the election. Greg will follow up.

Meeting with Legislative Aide, Office of Senator Marco Rubio:

Jon Basalice

- Jon appreciated the problems associated with the evacuation route and recognized this is more urgent than the usual case of beach erosion.
- Greg Burns offered to prepare a letter to come from Senator Rubio's office to be sent to the Atlanta COE in support of FCCE funding. Jon said that he would make a phone call although they normally do not make such calls to avoid any appearance of earmarks. Greg will follow up.

Meeting with Professional Staff Member, Senate Appropriations Subcommittee on Energy & Water

Roger Cockrell

- Roger provided some insight into the appropriations process.
- The Corps does not drive the money but FEMA does.

- There are disasters across the county – more money will be needed. While still unknown where the storm will make landfall, if Hurricane Sandy causes substantial damage there will be pressure on Congress to approve large appropriations to deal with the disaster.

Captiva Erosion Prevention District

Parking Lot Analysis and Comparison

November 2012

Beach	Address/Location	Fee/Hr.	Flat or Variable	Amenities	# of Spaces	Owned by	Maint. by
Captiva							
Hagerup Park	adjacent to South Seas Resort	\$2.00	Variable	hc, pb, tf, br	38	County	CEPD
Turner	17200 Captiva Dr.	2.00	Flat	hc, , tf, wt, sh, df	20	County	Sanibel
Sanibel							
Blind Pass	end of Sanibel	2.00	Flat	hc	20	County	Sanibel
Bowman's	end of Bowman's Beach Rd.	2.00	Flat	hc, pb, tf, sh, wa, df, br, gr, sm	214	County	Sanibel
Algiers	2001 Algiers Lane	2.00	Flat	hc, pb, tf, sh, wa, df, br	43	Sanibel	Sanibel
Tarpon Bay	end of Tarpon Bay Rd.	2.00	Flat	hc, tf, wa, sh, df, br	75	Sanibel	Sanibel
Lighthouse	112 Periwinkle	2.00	Flat	hc, tf, wa, br, fp	195	Sanibel	Sanibel
Other Lee County							
Causeway	19931 Sanibel Causeway Rd.	free	-	hc, pb, tf, pb, gr, df		County	County
Bunche	18201 John Morris Rd.	1.00	Flat	hc, tf, fp, bw, kl	100	County	County
Bowditch Pt.	50 Estero Blvd.	1.00	Flat	hc, pb, tf, sh, pb, gr, kl, cs, bd	75	County	County
Lynn Hall Park	950 Estero Blvd.	2.00	Flat	hc, tf, sh, wa, gr, fp, cs	100	County	County
Bonita Bch. Park	27954 Hickory Blvd.	2.00	Flat	hc,pb, tf, sh, gr, vb, pg	90	County	County

Legend

bd = boat docks
 br = bike rack
 bw = boardwalk
 cs = concession stand
 df = drinking fountain
 fp = fishing pier
 gr = grill
 hc = handicap access

kl = kayak launch
 pb = picnic benches
 pg = playground
 sh = showers
 sm = soda machine
 tf = toilet facilities
 vb = volleyball court
 wt = water

Captiva Erosion Prevention District Analysis of Potential Parking Rate Increase

Current			Option #1 - Rate Increase to \$3-5-7-11				Option #2** - Flat Rate - No Discount				Option #3 - 2, 4, 6, 8 hour Discount							
			\$		%		Rate				\$		%		Rate			
Rate	Rate	Per Hour	Rate	Increase	Increase	Rate	Rate	Increase	Increase	Per Hour	Rate	Increase	Increase	Per Hour	Rate	Increase	Per Hour	
2.00	2.00	2.00	3.00	1.00	50%	3.00	2.00	0.00	0%	2.00	n/a							
4.00	2.00	2.00	5.00	1.00	25%	2.50	4.00	0.00	0%	2.00	4.00	0.00	0%	2.00	4.00	0.00	0%	2.00
6.00	2.00	2.00	7.00	1.00	17%	2.33	6.00	0.00	0%	2.00	n/a				7.00	n/a	n/a	1.75
n/a			n/a	*		n/a	8.00	*		2.00	n/a				n/a			
n/a			n/a	*		n/a	10.00	*		2.00	10.00	n/a	n/a	1.67	n/a			
n/a			n/a	*		n/a	12.00	*		2.00	n/a				n/a			
n/a			n/a	*		n/a	14.00	*		2.00	n/a				n/a			
10.00	1.25	1.25	11.00	1.00	10%	1.38	16.00	6.00	60%	2.00	12.00	2.00	20%	1.50	12.00	2.00	20%	1.50

2

existing meters are currently set up to allow only 4 rate categories. More are possible with reprogramming.

Option #2 assumes a flat rate of \$2.00 per hour regardless of the number of hours selected.

Potential Increased Revenue

	<u>Option #1</u>	<u>Option #2</u>	<u>Option #3</u>
Weighted Average Increase***	23.80% ***	12.00% ***	37.50% ****
2012 Gross Parking Revenue	\$180,000	\$180,000	\$180,000
Potential Increased Revenue	\$42,840	\$21,600	\$67,500

The Weighted Average is calculated at 1 x 1-hour % increase, 1 x 2-hour % increase, 2 x 3-hour % increase, and 1 x 4-hour % increase, the sum of which is divided by 5.

The Weighted Average is calculated assuming the average ticket sale goes from \$3.75 to \$5.00 or 1.25/3.75

**Captiva Erosion Prevention District
Parking Lot Ticket Sales History**

Month	FY 07-08	FY 08-09	FY 09-10	FY 10-11	%		FY 11-12	Diff.	% Increase Since FY 09
					Diff.				
October	2,433	2,463	3,672	3,703	0.84%		3,271	-11.67%	
November	2,537	3,334	3,343	3,219	-3.71%		3,425	6.40%	
December	2,004	2,404	2,973	2,875	-3.30%		3,548	23.41%	
January	2,563	3,271	3,771	3,147	-16.55%	¹	3,798	20.69%	
February	2,281	4,482 **	3,547	4,326	21.96%	¹	4,583	5.94%	
March	2,888	5,301	4,339	3,883	-10.51%		4,726	21.71%	
April	2,765	4,971	4,012	3,173	-20.91%		4,352	37.16%	
May	2,046	4,190	4,365	4,391	0.60%		4,360	-0.71%	
June	2,470	4,502	3,923	3,976	1.35%		3,521	-11.44%	
July	2,394 *	5,123	4,186	4,133	-1.27%		4,442	7.48%	
August	3,005	4,241	3,703	3,975	7.35%		4,101	3.17%	
September	2,056	3,131	3,036	3,022	-0.46%		2,797	-7.45%	
12-Mth. Total	<u>29,442</u>	<u>47,413</u>	<u>44,870</u>	<u>43,823</u>	<u>-2.33%</u>		<u>46,924</u>	<u>7.08%</u>	-1.03%
Average Price per Ticket	3.53	3.40	3.42	3.87			3.81		7.93%

* The one meter at the lot was broken for 7 days.

** A 2nd parking meter was added on February 8, 2009.

¹ Both meters down between 3/31/11 and 4/4/11 due to power outage at South Seas

**Captiva Erosion Prevention District
Parking Lot Revenue History**

Month	FY 2007-08	FY 2008-09	% Diff.	FY 2009-10	% Diff.	FY 2010-11	% Diff.	FY 2011-12 ¹	% Diff.	% Increase Since FY 09
Revenue										
October	\$6,976.40	\$ 8,737.40	25.24%	\$ 12,357.59	41.43%	\$ 12,566.82	1.69%	11,587.15	-7.80%	
November	8,630.28	10,722.41	24.24%	11,134.66	3.84%	12,380.76	11.19%	12,514.06	1.08%	
December	4,726.56	7,752.31	64.02%	8,869.90	14.42%	8,374.00	-5.59%	12,286.00	46.72%	
January	9,538.53	10,053.81	5.40%	10,085.06	0.31%	11,273.00	11.78%	12,474.00	10.65%	
February	8,400.17	13,161.13	56.68%	9,798.61	-25.55%	13,469.00	37.46%	16,507.00	22.56%	
March	10,235.05	18,691.92	82.63%	15,420.47	-17.50%	18,178.00	17.88%	20,742.00	14.10%	
April	10,471.67	17,440.75	66.55%	15,822.25	-9.28%	16,291.00	2.96%	18,081.00	10.99%	
May	9,989.40	14,544.08	45.60%	17,699.80	21.70%	17,564.00	-0.77%	16,840.33	-4.12%	
June	7,248.95	15,278.03	110.76%	13,631.73	-10.78%	16,143.00	18.42%	13,467.37	-16.57%	
July	9,867.79	19,554.66	98.17%	15,220.21	-22.17%	16,693.00	9.68%	18,471.69	10.66%	
August	10,196.29	15,395.99	51.00%	13,018.92	-15.44%	14,417.00	10.74%	15,542.84	7.81%	
September	7,720.17	9,904.18	28.29%	10,339.71	4.40%	12,091.51	16.94%	10,432.34	-13.72%	
Total	\$ 104,001.26	\$ 161,236.67	55.03%	\$ 153,398.91	-4.86%	\$ 169,441.09	10.46%	\$ 178,945.78	5.61%	

Expenses 18,643 32,064 26,661 34,720 47,884

10.98%

¹ Unaudited



Interim
Executive
Director
Marshall Stranburg

10-29-12 P01:45 17

October 22, 2012

Ms. Kathleen Rooker, Senior Administrator
Captiva Erosion General Fund
Post Office Box 365
Captiva, Florida 33924


Re: Maximum Millage Levy Calculation Final Disclosure

Dear Ms. Rooker:

The Department of Revenue has reviewed the maximum millage levy calculation final disclosure documents submitted by your taxing authority. The Department's review included documents relating to the millage levying processes and the total taxes levied by your principal taxing authority and any dependent special districts and MSTUs (for counties). Based on the documents submitted for all these entities, the Department has determined that your taxing authority is in compliance with the maximum total taxes levied requirements, and thus the maximum millage levy requirements, of s. 200.065(5), Florida Statutes.

This determination applies only to the maximum millage levy requirements of section 200.065(5), Florida Statutes. Findings regarding the TRIM certification requirements of section 200.065, Florida Statutes, will be sent in a separate letter.

Sincerely,


James McAdams, Director
Property Tax Oversight Program

JM/ukc # 46.10



Interim
Executive
Director
Marshall Stranburg

10-29-12 10:45 AM

October 22, 2012

Ms. Kathleen Rooker, Senior Administrator
Captiva Erosion General Fund
Post Office Box 365
Captiva, Florida 33924

Re: Truth in Millage (TRIM) Certification

Dear Ms. Rooker:

The Department of Revenue has reviewed the millage certification documents submitted by your taxing authority and determined that it meets the certification requirements of subsections 200.065(1)-(4), (6)-(12), (14) and (15), Florida Statutes. The Department has found no violation of the requirements of the listed subsections and accordingly accepts your certification as meeting the stated requirements.

This determination applies only to the TRIM certification requirements in the listed subsections of section 200.065, Florida Statutes. A determination regarding the maximum millage levy requirements of section 200.065(5), Florida Statutes, will be sent in a separate notice.

Sincerely,

A handwritten signature in black ink, appearing to read "James McAdams".

James McAdams, Director
Property Tax Oversight Program

JM/ukc # 46.10