



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

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

Wednesday, January 9, 2013  
1:00 P.M.

**January 9, 2013 CEPD Regular Board Meeting**  
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## Agenda

### Regular Meeting of the Captiva Erosion Prevention District

Tween Waters Inn, 15951 Captiva Drive, Captiva, Florida 33924  
January 9, 2013 @1PM

1. Call to Order
2. Roll Call
3. Approval of Meeting Minutes
4. Public to be Heard
5. Financial Report
6. Old Business
  - a. Parking Fees
  - b. Renourishment Project
  - c. Funding Status
    - DEP Grant Agreement
    - ACOE
    - ILA
7. New Business
8. Administrator Report
  - DEP Rule Making
  - Lee County Legislative Delegation Meeting
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  
December 12, 2012 @ 2:30 pm

**Commissioners Present:** Jim Boyle (Chair), Harry Kaiser (Secretary), Dave Jensen (Treasurer), Mike Mullins (Commissioner) –arrived 5 minutes after meeting was convened.

**By Telephone:** Doris Holzheimer (Vice Chair)

**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 2:30 pm.

**2. Roll Call**

The roll was called and the results are outlined above.

**3. Move Regular Board Meeting Time**

Mr. Kaiser moved and Mr. Jensen seconded a motion to move the meeting time of the December 12, 2012 Regular Board Meeting from Noon to 2:30 p. m. in accordance with Section I, Rule 1.03 of CEPD's Rule of Procedure to allow Commissioners to attend the Memorial Service for Tim Gardner.

Chairman Boyle provided background about why the meeting time was moved. He apologized for not canvassing the other Commissioners about moving the time. He said CEPD had complied with Florida's Sunshine Laws and had even consulted the Florida Attorney General Special Assistant for Open Government, Pat Gleason, to assure that there was no violation of the Sunshine Laws. However, CEPD's Rules of Procedures were inadvertently violated and the motion was suggested by Pat Gleason to assure compliance with both Florida Sunshine Laws and the Rules of Procedure. Mr. Boyle said that if the motion passed, the meeting can continue; if it is not passed, then the meeting would be cancelled.

Mr. Mullins expressed a number of concerns: this action jeopardizes action taken if someone were to protest that this is not an official meeting and action would be undone; it sets a bad precedent; it violates Commissioners' fiduciary responsibility; it is disrespectful to Commissioners; and it breaks the letter of the law. Mr. Boyle responded that it would not set a precedent, but to be safe, everything voted on should be confirmed at the next Board Meeting. Further, he said, a vote on the DEP Agreement could be deferred until the next meeting. Mr. Mullins said Mr. Boyle could have called an Emergency Meeting to deal with the DEP Agreement. Mr. Boyle responded that he looked at this possibility but the circumstances did not meet the criteria for calling an Emergency Meeting which clearly stated it is only called for a bona fide emergency. Mr. Kaiser said he had come to Captiva from the north just for this meeting and did not want to see it cancelled. Mr. Mullins said the meeting might continue but

that no votes should be taken. Mr. Boyle said the meeting will not involve anything on which a significant vote must be taken to mitigate any risk.

Chairman Boyle called for a vote on the motion. Commissioners Jensen, Kaiser, Holzheimer, and Boyle voted for the motion; Commissioner Mullins voted against the motion. The motion passed and the meeting continued.

**4. Approval of November Meeting Minutes**

Mr. Jensen moved and Ms. Holzheimer seconded a motion to dispense with the reading and approve the minutes as written from the November 14 Regular Board Meeting. Commissioners Jensen, Kaiser, Holzheimer, and Boyle voted for the motion; Commissioner Mullins voted against the motion. The motion passed

**5. Public to be Heard**

Chairman Boyle called upon Hans Wilson to talk about a possible new funding source. Mr. Wilson reported on the Florida Restore Act, which involves 27 counties affected by the BP Oil Spill. Lee and Collier Counties, Mr. Wilson said, are included in this consortium. This is an effort to determine the civil outcome between BP and the US Government under the Clean Water Act. The criminal outcome had already been settled. He also talked about the civil settlement procedures and what projects qualify. Beach restoration may qualify, he said. Mr. Wilson also talked about a group of local counties forming an Eco-System Restoration Program. He added the amount of money potentially involved was between \$5 billion and \$20 billion. Lee County Board of County Commissioner Manning is the representative for Lee County. Mr. Wilson will be meeting with Commissioner Manning next week about the marine industries aspect and will talk to Mr. Manning about CEPD interests. Mr. Mullins suggested that CEPD send a letter from the Chairman to Mr. Manning. Mr. Boyle said he, Ms. Rooker, and Mr. Wilson will collaborate on this.

Chairman Boyle called upon Steve Boutelle with the Lee County Division of Natural Resources, who was in the audience, for an update on Blind Pass. Mr. Boutelle reported the change order had been approved, dredging landward of the bridge will begin in mid-January, 30,000 cubic yards of material is to be dredged (which will be reevaluated before the dredging starts), the dredged material will be placed between Monuments 110 and 114, and the work should be completed in 90 days. Mr. Boutelle added that there had been good cooperation from the Army Corps and Fish and Wildlife.

Mr. Boutelle asked if the meeting were still in public comments, and being told that it was, said that on Agenda Item 8 (other cost share formulas for other projects), while the formats are different and it may be hard to discern the calculation of the formulae, they are in there. They might need some translation and he would be happy to provide that.

**6. Financial Report**

Mr. Jensen reported that in the General Fund administrative expenses were higher than budgeted due to travel in November and ad valorem taxes were a little ahead of budget. On the Capital Fund side, parking lot revenue increased a little bit more this month than was expected. Mr. Jensen called for questions; there were none.

## 7. Old Business

### a. Parking Fees

Chairman Mr. Boyle summarized what had been discussed at the November Meeting. Mr. Jensen asked whether Parks and Recreation had passed on the new fees and Ms. Rooker replied that they had. Ms. Holzheimer asked about the status of a new machine. Mr. Boyle responded that a quotation had been received but there were some unanswered questions so this subject will be reviewed again at the January meeting. He added that a motion to approve the new fees was not necessary; a consensus was sufficient. Mr. Mullins asked that the discussion be delayed until January because he had a limited amount of time today. Mr. Boyle said unless there was objection, this agenda item would be deferred until next month. There was no objection.

### b. Renourishment Project

Chairman Boyle summarized the status, reporting that there are 6 entities in Florida that have qualified for emergency funding and Captiva is first on that list. However, the ACOE decision date from Washington has been moved from January 18 to March 4 because resources from the Jacksonville District have been moved to the Northeast due to Hurricane Sandy. He also mentioned concerns about the Hurricane Sandy damage consuming emergency funds. He reported that Greg Burns, CEPD's lobbyist, said there is \$200 million of unobligated emergency funds left from a December 2011 appropriation still available, CEPD is eligible for it, the funds are not currently being used for Sandy damage repair.

Mr. Boyle also mentioned as the Board had decided at the November Meeting to go out for bids in December for the June 1, 2013 to September 1, 2013 window and that the announcement had gone out.

Mr. Boyle turned the discussion to the involvement of Long Boat Key and Collier County and "sequencing." He explained there was not enough time now to put together an interlocal agreement among the potential "partners." However, it might be possible to sequence dredgers and save money. He reported that a meeting had taken place among the parties, along with CP&E staff, last Wednesday, a report of which was in the Agenda Materials. He said Long Boat Key appeared ready to move, lacking only the ACOE permit. They want their work to be done by November 1, 2013. Collier County might be ready after November 1. All parties were concerned about the impact that damage in the Northeast might have and the possibility that the ACOE might commandeer the medium to large dredgers. Finally, Mr. Boyle said that another meeting would take place with Long Boat Key, Collier County, etc. in early January before CEPD's next Board Meeting.

Mr. Mullins asked why he had not been included in this meeting since he thought he had been appointed the point man on this. Mr. Boyle responded that the joint partnering among Long Boat Key, Collier County, and CEPD, for which Mr. Mullins had volunteered to be CEPD's representative, had fallen through in mid-September. The meeting held last Wednesday was a different meeting on the possibility of sequencing. Ms. Holzheimer added that during the Naples FSBPA conference in late September, Collier did not want to talk to us.

Mr. Mullins excused himself from the meeting to attend to other business at 3:22.

Discussion ensued regarding what sequencing was and what advantages it held. Mr. Boyle explained the possible sequencing of dredgers from CEPD to Long Boat Key to Collier County and this sequencing could save each entity a great deal of money through economies on the mobilization costs. He added that if sequencing became viable, there would be need to issue addendums to the bid announcements.

#### **Funding Status**

- **DEP Grant Agreement**

Mr. Boyle said unless there was objection, this agenda item would be deferred until next month. There was no objection.

- **ACOE**

Chairman Boyle said most of this agenda item had been covered earlier. Ms. Holzheimer asked what might be the impact on CEPD's timeline if ACOE funding is delayed. Mr. Boyle responded that the start date might be moved back to October or November, there is a risk that dredgers are not available, and CEPD would need to appeal to the State Legislature to extend state funding beyond the current expiration date of December 31, 2013. In addition, depending on dredge availability, we need to be mindful that the ten year permit expires in 2014.

- **ILA**

Chairman Boyle summarized the status of the Agreement, including reports on meetings with new County Commissioners Pendergrass and Kiker. He also reported on a joint meeting held Monday with Commissioner Pendergrass, Lee County staff Doug Meurer, Andrea Frasier, Roland Ottolini, and Steve Boutelle, and Mr. Boyle and Ms. Rooker. Chairman Boyle reported that at Monday's meeting, he expressed CEPD's preferences as to funding option calculations: first choice was a dollar amount; second choice was a percentage; and the worse option was the formula.

Mr. Boyle explained the County did not allow both he and Ms. Rooker to attend this meeting since they were both on the Coastal Advisory Council. Ms. Rooker had resigned her position on the CAC and therefore she was able to attend this meeting. Both Mr. Boyle and Mr. Wilson remain on the Council.

He also said he emphasized the importance Captiva Drive both from a safety viewpoint for police, fire, and rescue vehicles, and that it was the only evacuation road off Captiva if a disaster were to strike. It is unique in Lee County in that it is the only evacuation route so close to the water. Mr. Boyle also said he feels strongly that CEPD should continue its focus on beach renourishment funding. It is CEPD's sole purpose.

#### **8. New Business**

- **ILA Negotiation Strategy**

Mr. Boyle expressed regret that Mr. Mullins had to leave the meeting early. Mr. Boyle wanted to discuss statements made about County Commissioner Manning at the November Captiva Community Panel by Mr. Mullins. Chairman Boyle said that Mr. Manning did not take office until August 2010. Mr. Boyle also said that Bob Janes was the Commissioner when the TDC beach and shoreline rate was dropped from 32% to 27%. He also pointed out that CEPD's Summer 2012 Newsletter recognized Mr. Manning

for being instrumental in getting emergency classification for CEPD from FEMA and the ACOE after Tropical Storm Debbie. He added Mr. Manning has been a good friend of the district. Mr. Jensen and Mr. Kaiser agreed.

- **Local Cost Shares of County Beach Nourishment Projects**

Commissioner Boyle said this item was put on the agenda at the request of Mr. Mullins and referred Commissioners to Page 49 of the Agenda Materials. Mr. Jensen mentioned that in the Public Comments section, Mr. Boutelle had offered to explain how these cost share numbers were arrived at. Mr. Jensen thought it important that the local cost share information be clear, especially to Ms. Rooker and Mr. Boyle. Mr. Boyle said Ms. Rooker and Mr. Boutelle will work to unravel how someone got to those numbers and to understand the details. Then there will be a follow-up meeting with County personnel.

- **Tourist Development Tax – Captiva History**

Chairman Boyle explained this too was on the agenda at the request of Mr. Mullins. He said the schedule in the Agenda Materials includes all rentals through agencies. It does not include private rentals where the individuals renting their properties do not report taxes to the County.

Mr. Boyle continued that he and Ms. Rooker had attended a CAC meeting in December, where they learned that 20% of the TDC funds must be spent on sports. He reviewed the state statutes and commented that the funding is really designed for sports, entertainment, convention centers, etc. He said there is little mention of beach renourishment. He suggested that CEPD get the State Legislature to put in language that when coastal counties have critically eroded beaches as determined by the Florida DEP, the county must spend the 4<sup>th</sup> and 5<sup>th</sup> pennies of the bed tax on remedying the situation.

Chairman Boyle called upon Kevin Ruane, Mayor of Sanibel, for his comments. Mr. Ruane said this would not fly. He recommended that the three issues, water quality, maintenance, and beach renourishment, work together. He advised not to fracture beaches and work with all the beach communities. If beaches are divided, then marketing wins out. Mr. Boyle said he and Mr. Ruane had different approaches to the same problem, but he acknowledged Mr. Ruane's greater experience in dealing with these matters.

- **Economic Impact – Beaches/Shorelines**

This item was put on the agenda at the request of Mr. Mullins and since he had left the meeting, there was no discussion.

## **9. Administrator Report**

- **DEP Rule Making**

Ms. Rooker reported Commissioners had received everything that Debbie Flack and the FSBPA had sent out on this. She said FSBPA is doing a good job and the DEP seems to be accommodating to the FSBPA and their concerns. Ms. Rooker added that on December 18, there will be another rules workshop teleconference and she will participate. There have been more changes and those changes will be discussed at this workshop. She



also reminded Commissioners of the February 26 through 28, 2013 ASBPA Conference and asked them to let her know if they want to register.

o **Tentative Meeting Dates for Budget Hearings**

Ms. Rooker reminded the Commissioners the budget hearing dates for 2013 are tentative because they cannot conflict with the Board of County Commissioners or the Lee County School Board Budget Hearings. The County Board and School Board dates have not been set and will not be until the spring.

Mr. Jensen asked about the Local Delegation meeting. Ms. Rooker said a notice was put out this week of a meeting in late January. She added the CAC is planning on doing a presentation about the importance of beaches and the state program for beach management at the county delegation meeting. Ms. Rooker asked Mr. Boutelle to comment and he said he thought that beaches would be included in the county's list of legislative issues but he did not know for sure. Whether it is included is determined by the county administration. He added CAC has asked to be included on the list of legislative priorities. He advised independent entities to ask for a slot on the Legislative Delegation Meeting agenda just to cover the bases. Ms. Rooker said CEPD would plan to be on the agenda.

**10. Public to be Heard**

Jack Cunningham talked about the comments he made at the last CEPD Board Meeting regarding taking the lead in communications. Based on comments at the recent Captiva Community Panel meeting, he was concerned that perhaps his comments had been misinterpreted. He explained that what he was really asking for was that when the point when it is helpful for individuals or organizations to step forward and be heard is reached, CEPD should let them know. Mr. Jensen thanked Mr. Cunningham for his clarification and Mr. Boyle echoed Mr. Jensen's comments. Mr. Boyle added it was very important that any community effort by any group that uses the name of the CEPD needs to make sure they get Board direction. Mr. Kaiser also expressed his thanks for Mr. Cunningham's clarification.

**11. Commissioner Comments**

Ms. Holzheimer said she supported Chairman's Boyle's idea to amend the Florida Statute. Mr. Boyle responded that any further discussion of this should be deferred until the full Board can be available and then it can be decided which path to follow.

Mr. Boyle once again apologized for any confusion or inconvenience the change of the time of this meeting caused and wished everyone a happy holiday and a healthy and prosperous New Year.

**Adjourn**

There being no further business, Chairman Boyle adjourned the meeting at 4:28 pm.

## Minutes

### Regular Meeting of the Captiva Erosion Prevention District

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

November 14, 2012 @ noon

**Commissioners Present:** Jim Boyle (Chair); Doris Holzheimer (Vice Chair); Mike Mullins (Commissioner); Dave Jensen (Treasurer)

**Absent** (excused): Harry Kaiser (Secretary)

**Staff Present:** Kathleen Rooker, CEPD Administrator; JoAnn Paul-Young, Accountant; John Bralove, CEPD Assistant to the Administrator

#### 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 October Meeting Minutes

Mr. Mullins moved and Mr. Jensen seconded a motion to dispense with the reading and approve the minutes as written from the October 17 Regular Board Meeting. Mr. Jensen asked for clarifications on two points and after receiving them, a vote was called. The motion passed unanimously

#### 4. Public to be Heard

Jack Cunningham said that at the Captiva Community Panel meeting held yesterday, there was discussion of the cost of the Minnesota Twins facility upgrade and its possible impact on reducing beach renourishment funding. It had been suggested, he said, that the Panel write a letter to the Board of County Commissioners expressing concern. Mr. Cunningham said he thought this should be a united effort among beach communities and CEPD should ultimately be responsible for leading this effort. He further stated that something needs to be done now. Mr. Jensen thought it should be a community effort, that the CEPD Board is only five people. Chairman Boyle supported Jensen's view and suggested to Mr. Cunningham that both CCA and CCP might consider with their membership sending letters to County Commissioners. Mr. Mullins supported Mr. Cunningham's position and asked that the subject be on the agenda for next month's Board Meeting. Chairman Boyle agreed to that request.

#### 5. Financial Report

Mr. Jensen reported CEPD has just completed the first month of its new fiscal year. He mentioned that parking lot revenue was up about 1/3 over the budget for October.

#### 6. Old Business

##### a. Renourishment Project

Chairman Boyle summarized the Board decision from last month: to go out for bids for the renourishment in December and provide the contractor with a startup date window between June 1 and September 1, with work to be completed by December 31, 2013. He also said that CP&E had been asked to bring a Scope of Work to this meeting, which is contained in the Board's Agenda Materials. Chairman Boyle asked Ms. Rooker to read Resolution 2012-13, to approve the expenditure of \$24,982 for design update and bidding service for the 2013/14 Project, which she did. Mr. Jensen offered and Ms. Holzheimer seconded the Resolution. There was discussion about eliminating small, incremental contracts with CP&E; what might be saved in dredging costs if the June 1 to September 1 window strategy were successful; what might cause the cost of the dredging to be higher and what are the financial consequences; the January 18, 2013 deadline for the ACOE to make decisions about Tropical Storm Debby emergency funding; the impact of damage in the northeast from Hurricane Sandy; and whether to use the ACOE if ACOE funding is not forthcoming. There being no further discussion, Resolution 2012-13 was voted upon and passed unanimously.

**b. Funding Status**

○ ILA

Chairman Boyle reported there was no change and would not be until other funding sources were clarified. Mr. Mullins requested that discussion of CEPD's negotiating strategy be reviewed at the next Board meeting. Chairman Boyle agreed to put this on the agenda.

○ DEP Grant Agreement

Chairman Boyle reported that Ms. Rooker's efforts, and various meetings with DEP staff, had moved the cost-share from the initial proposal of 17.8% to 22.8%, which translated roughly into \$1 million additional funding. However, Ms. Stroud had not had a chance to review the legal aspects of the Agreement thoroughly so it will be discussed again and voted upon at the next Board meeting. There was discussion about the reorganization at DEP and who CEPD would be dealing with in the future. Mr. Mullins suggested that in the agreement, under "Local Sponsor," CEPD be listed and that the email address in the same area be CEPD's generic email address. He also asked about the maximum and minimum of the \$4.6 million that might be used in the 2013/14 Project. Mr. Keehn explained that the maximum is \$4.6 million or 22.8%. Ms. Rooker added that the Agreement says the DEP financial obligation will not exceed \$4.7 million or up to 22.8%. Mr. Keehn explained that unless there is a misstatement of "facts on the ground," the cost-share of 22.8% will not change. Mr. Keehn also said that what was instrumental in the negotiations was convincing DEP to change their rules to be in compliance with the law. Mr. Keehn added that CEPD's negotiating efforts helped tremendously.

○ ACOE

Chairman Boyle reported he was encouraged with the meeting CEPD had in Washington in October with ACOE staff, and since returning from that meeting, Ms. Rooker has forwarded to the Corps in Jacksonville additional information. Mr. Boyle added that the ACOE liaison told him she would submit her report to Atlanta by the end of this month, well in advance of the December 18 deadline. The next step will be a review in Washington D.C. He also reported that CEPD was informed by J. Keiser that the

emergency grant request being developed was for \$4.6 million. He said that this is the number in the PIR that will be going to Atlanta and eventually to Washington.

## **7. New Business**

### **a. TDC Grant Agreement**

Ms. Rooker reviewed information on the 2 grants that had been approved by the Board of County Commissioners. She explained that the CEPD Board needs to approve the Grant Agreement. Mr. Mullins moved and Ms. Holzheimer seconded a motion to approve both TDC Grant Agreements. The motion passed unanimously.

### **b. 2013 Meeting Schedule**

#### **o Regular Board Meeting**

Chairman Boyle explained that the proposed schedule continues to have the Regular Board Meetings on the traditional second Wednesday. The Captiva Community Panel usually has their meetings the day before. To maintain this spacing, CEPD will ask the Panel to move their date in May 2013 to May 7 and the one in September to September 3. There was discussion about when CEPD Regular Board Meetings should begin and the Commissioners agreed to a starting time of 1:00 pm.

The Final Budget Hearing and Regular Board Meeting date of September 19 was discussed. Alternative dates were proposed and Commissioners agreed to move this date to September 23, with the starting time for the Board Meeting of 3:00 pm and the starting time for the Final Budget Hearing of 5:01 pm.

#### **o Budget Workshop**

There was no discussion or changes in these dates.

#### **o Board Briefing Meeting**

Chairman Boyle proposed to schedule one Briefing Meeting per month on the last Thursday. Both Mr. Jensen and Mr. Mullins said they preferred scheduling the Briefing Meetings for every Thursday and urged that the practice continue. They agreed that the meetings could always be cancelled.

Mr. Jensen moved and Mr. Mullins seconded a motion to approve the calendar as proposed with the following adjustments: begin Regular Board Meetings at 1:00 p.m., with the exception of the September 23 meeting, which will begin at 3:00 p.m.; schedule Briefing Meetings for every Thursday at 1:00 p.m.; and move the Regular Board Meeting and the Final Budget Hearing from September 19, 2013 to September 23, 2013 at 3:00 p.m. and 5:01 p.m. respectively. The motion passed unanimously.

## **8. Administrator Report**

### **a. Washington D.C. Trip Update**

Ms. Rooker commented she had sent the Commissioners a summary of the trip about 2 weeks ago and provided additional information. She added that the trip took place before Hurricane Sandy struck the northeast and she cannot tell what impact on emergency funding Sandy will have. She thought the meeting was invaluable in getting a better packet to Jacksonville and subsequently to Atlanta and the extra information was very important.

Ms. Holzheimer asked whether there were plans to meet with Representative-elect Trey Radel and was told that CEPD's lobbyist, Greg Burns, will meet with him.

There was discussion about who else had been helpful and what they were doing. Ms. Holzheimer asked whether CEPD was making a presentation to the local Legislative Delegation in December as it had done in the past. Ms. Rooker commented that CEPD was not seeking additional state funding this year. Mr. Mullins commented that CEPD should still do at least a briefing and update for the Delegation to remind them of how important beach funding is. He also talked about offshore drilling and the growing interest in drilling in the Gulf. He thought this issue should be brought up at the Legislative Delegation meeting as well. Chairman Boyle said he and Ms. Rooker would get together on setting an agenda.

**b. Parking Lot Fees**

Mr. Mullins brought up that the sign at Hagerup Beach was faded. Ms. Rooker responded that the sign had been replaced in late October. Mr. Mullins also said he heard complaints about the parking meters not working at Hagerup Beach. Discussion ensued about the reliability of the machines, keeping extra parts, and the possible need to replace one of the machines. Mr. Boyle asked Mr. Bralove to get a quote on a new machine as the problematic machine was 7+ years old.

Ms. Rooker presented and explained the documents in the Agenda Materials related to parking lot rate and hour structure, including Options 1, 2, and 3. There was discussion about whether people stayed longer than their ticket entitled them to and monitoring this. Mr. Mullins said in talking to the Sheriff's Department staff in the past, they told him they do check for violations. He asked Ms. Rooker whether CEPD has "asked them to do their job." Ms. Rooker responded "yes." Mr. Mullins said CEPD should "put something in writing and ask them to do their job." He added "they are paid to do this job..." and suggested that CEPD "ask them to enforce it..." Lastly, he said "let's ask them to show us how many tickets they've issued." Mr. Mullins then asked Ms. Rooker to return to her parking rate proposal.

Ms. Rooker continued by saying the staff's recommendation was to stay in line with what others in Lee County charge - \$2 per hour - but raise the minimum to 2 hours. At the same time, she said, other choices beyond the first 2 hours, at a proportionately lower hourly rate, will reduce the average hourly rate, putting CEPD below what others charge. But in the end, CEPD will come out in a better position, Ms. Rooker said. Mr. Jensen said he would like to see data about how many tickets are written, get data such as how many people go over their expiration time, and gather other empirical data. Mr. Mullins asked that \$5 for 3 hours be put into the analysis since it is easy for people to reach in their pockets for a \$5 bill. Mr. Boyle said an analysis using rates of \$4 for two hours, \$5 for three hours, \$7 for 4 hours and \$10 for six hours be presented at next month's meeting. Data from credit card sales will also be gathered.

**c. TRIM Certification**

Ms. Rooker reported that the Florida Department of Revenue had reviewed the maximum millage levy calculation final disclosure documents and had determined that CEPD is in compliance with Florida Statutes. She also reported the Department of Revenue had reviewed the millage certification documents and determined that it meets the certification requirements of the Florida Statutes. She added no Board action is required.

**9. Public to be Heard**

Jack Cunningham suggested the issue he brought up at the beginning of the meeting be put on next month's agenda. Chairman Boyle responded that it had already been done (ILA negotiation strategy). Mr. Cunningham also sought clarification on ACOE funding. Lastly, he expressed pleasure at the direction in which the CEPD Board was headed.

**10. Commissioner Comments**

Mr. Mullins suggested CEPD look into selling space on the parking lot receipt – advertising, coupons, or something similar. Chairman Boyle said CEPD would look into it.

Mr. Mullins also expressed some concern about the future of the Coastal Advisory Committee. Mr. Boutelle, of the Lee County Division of Natural Resources, who heads the Committee and was in the audience, said the CAC was going to refocus its efforts but was not going to be dissolved.

Dave Jensen asked if staff could check the parking lot periodically for expired dash board parking tickets before next month's Board Meeting.

**Adjourn**

There being no further business, Chairman Boyle adjourned the meeting at 2:21 pm.

CEPD - GENERAL FUND  
 Budget Performance - Summary  
 For the One and Three Months Ended December 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Dec '12	Budget - Dec '12	Variance -Dec '12	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax	214,089.34	227,850.00	(13,760.66)	282,730.58	288,373.00	(5,642.42)	356,016.00	73,285.42
Interest income - Other	3.93	0.00	3.93	13.83	0.00	13.83	0.00	0.00
Other Income	329.00	100.00	229.00	4,340.17	200.00	4,140.17	1,100.00	0.00
Total Income	<u>214,422.27</u>	<u>227,950.00</u>	<u>(13,527.73)</u>	<u>287,084.58</u>	<u>288,573.00</u>	<u>(1,488.42)</u>	<u>357,116.00</u>	<u>73,285.42</u>
Gross Profit	214,422.27	227,950.00	(13,527.73)	287,084.58	288,573.00	(1,488.42)	357,116.00	73,285.42
Expense								
Administrative expenses	4,889.34	7,534.75	(2,645.41)	16,144.85	16,558.25	(413.40)	70,625.00	54,480.15
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	4,281.78	4,800.00	(518.22)	8,884.24	9,329.00	(444.76)	10,754.00	1,869.76
Legal and professional fees	16,454.00	16,005.00	449.00	29,808.00	48,017.00	(18,209.00)	192,072.00	162,264.00
Total Expense	<u>25,625.12</u>	<u>28,339.75</u>	<u>(2,714.63)</u>	<u>54,837.09</u>	<u>73,904.25</u>	<u>(19,067.16)</u>	<u>357,116.00</u>	<u>302,278.91</u>
Net Ordinary Income	<u>188,797.15</u>	<u>199,610.25</u>	<u>(10,813.10)</u>	<u>232,247.49</u>	<u>214,668.75</u>	<u>17,578.74</u>	<u>0.00</u>	<u>(228,993.49)</u>
Net Income	<u>188,797.15</u>	<u>199,610.25</u>	<u>(10,813.10)</u>	<u>232,247.49</u>	<u>214,668.75</u>	<u>17,578.74</u>	<u>0.00</u>	<u>(228,993.49)</u>

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

CEPD - GENERAL FUND  
Profit & Loss Budget Performance - Detail  
For the One and Three Months Ended December 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Dec '12	Budget - Dec '12	Variance -Dec '12	Actual YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax								
Ad Valorem taxes	214,080.98	227,850.00	(13,769.02)	282,620.20	288,373.00	(5,752.80)	356,016.00	73,395.80
Ad Valorem penalties collected	8.36	0.00	8.36	110.38	0.00	110.38	0.00	0.00
Total Ad Valorem Tax	214,089.34	227,850.00	(13,760.66)	282,730.58	288,373.00	(5,642.42)	356,016.00	73,395.80
Interest income - Other	3.93	0.00	3.93	13.83	0.00	13.83	0.00	0.00
Other Income	329.00	100.00	229.00	4,340.17	200.00	4,140.17	1,100.00	0.00
Total Income	214,422.27	227,950.00	(13,527.73)	287,084.58	288,573.00	(1,488.42)	357,116.00	73,395.80
Gross Profit	214,422.27	227,950.00	(13,527.73)	287,084.58	288,573.00	(1,488.42)	357,116.00	73,395.80
Expense								
Administrative expenses								
Advertising	0.00	0.00	0.00	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	300.00	(300.00)	1,200.00	1,200.00
Copier lease expense	113.47	250.00	(136.53)	226.94	750.00	(523.06)	3,000.00	2,773.06
Dues and subscriptions	0.00	0.00	0.00	0.00	1,000.00	(1,000.00)	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	1,896.00	2,500.00	(604.00)	1,896.00	2,500.00	(604.00)	10,000.00	8,104.00
Newsletter expense	0.00	850.00	(850.00)	0.00	850.00	(850.00)	3,400.00	3,400.00
Office expense	266.68	393.75	(127.07)	1,049.40	1,181.25	(131.85)	4,725.00	3,675.60
Postage	0.00	50.00	(50.00)	148.65	150.00	(1.35)	500.00	351.35
Rent expense	1,386.45	1,425.00	(38.55)	4,159.35	4,275.00	(115.65)	17,100.00	12,940.65
Repairs	200.00	292.00	(92.00)	360.00	876.00	(516.00)	3,500.00	3,140.00
Telephone	292.30	367.00	(74.70)	937.15	1,101.00	(163.85)	4,400.00	3,462.85
Travel and per diem	547.27	250.00	297.27	4,660.92	750.00	3,910.92	8,000.00	3,339.08
Utilities	37.17	132.00	(94.83)	276.09	400.00	(123.91)	1,600.00	1,323.91
Website & Computer maintenance	150.00	925.00	(775.00)	1,295.00	925.00	370.00	3,700.00	2,405.00
Total Administrative expenses	4,889.34	7,534.75	(2,645.41)	16,144.85	16,558.25	(413.40)	70,625.00	54,480.15
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	0.00	0.00	0.00	3,224.81	3,254.00	(29.19)	3,254.00	29.19
Tax collector commissions	4,281.78	4,800.00	(518.22)	5,659.43	6,075.00	(415.57)	7,500.00	1,840.57
Total Cost of collecting Ad Valorem	4,281.78	4,800.00	(518.22)	8,884.24	9,329.00	(444.76)	10,754.00	1,869.76
Consulting and Professional Fees								
Consulting	9,964.00	11,297.00	(1,333.00)	19,928.00	33,893.00	(13,965.00)	135,572.00	115,644.00
Professional Fees	6,490.00	4,708.00	1,782.00	9,880.00	14,124.00	(4,244.00)	56,500.00	46,620.00
Total Legal and professional fees	16,454.00	16,005.00	449.00	29,808.00	48,017.00	(18,209.00)	192,072.00	162,264.00
Total Expense	25,625.12	28,339.75	(2,714.63)	54,837.09	73,904.25	(19,067.16)	357,116.00	302,278.91
Net Ordinary Income	188,797.15	199,610.25	(10,813.10)	232,247.49	214,668.75	17,578.74	0.00	(228,883.11)
Net Income	188,797.15	199,610.25	(10,813.10)	232,247.49	214,668.75	17,578.74	0.00	(228,883.11)

NOTE: Residual Budget figures reflect only Budget Revenue uncollected and Budgeted expenditures not yet incurred. DRAFT FINANCIAL STATEMENT



CAPTIVA EROSION PREVENTION DISTRICT  
 CAPITAL PROJECTS  
 BUDGET PERFORMANCE - SUMMARY  
 For the One and Three Months Ended December 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Dec '12	Budget - Dec '12	Variance -Dec '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	45.76	41.00	0.00	0.00	0.00	0.00	4,500,000.00	4,500,000.00
Parking Lot Revenue	9,103.83	11,200.00	(2,091.41)	33,950.50	32,123.00	1,827.50	160,500.00	126,549.50
Reserves - General	0.00	0.00	0.00	0.00	0.00	0.00	79,665.00	79,665.00
Special Assessments	167,140.54	265,242.00	(98,101.46)	215,240.46	322,370.00	(107,129.54)	408,066.00	192,082.54
<b>Total Income</b>	<b>176,290.13</b>	<b>276,483.00</b>	<b>(100,192.87)</b>	<b>249,190.96</b>	<b>354,493.00</b>	<b>(105,302.04)</b>	<b>19,692,515.00</b>	<b>19,442,581.04</b>
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	250.00	(250.00)	0.00	250.00	(250.00)	1,000.00	1,000.00
Bank service charges	(2,197.35)	0.00	(2,197.35)	(687.85)	0.00	(687.85)	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	284.71	0.00	284.71	1,714.42	1,200.00	514.42	1,800.00	85.58
Engineering (CP)	2,679.30	4,066.00	(1,386.70)	2,679.30	12,199.00	(9,519.70)	48,793.00	46,113.70
Insurance	0.00	11,000.00	(11,000.00)	0.00	11,000.00	(11,000.00)	11,000.00	11,000.00
Parking lot expenses	2,374.25	2,630.00	(255.75)	7,293.78	7,795.00	(501.22)	38,200.00	30,906.22
Project Management Support	13,420.10	13,703.00	(282.90)	33,307.55	41,111.00	(7,803.45)	164,444.00	131,136.45
Renourishment 2013/14 Design Phase	7,070.50	6,671.00	399.50	39,057.20	109,678.00	(11,734.50)	16,362,190.00	16,323,132.80
Rent	223.35	450.00	(226.65)	1,111.91	1,350.00	(238.09)	5,400.00	4,288.09
Storage of records	168.54	159.00	9.54	505.62	477.00	28.62	1,910.00	1,404.38
Website Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expense</b>	<b>24,023.40</b>	<b>38,929.00</b>	<b>(14,905.60)</b>	<b>84,981.93</b>	<b>185,060.00</b>	<b>(41,191.77)</b>	<b>16,667,737.00</b>	<b>16,582,067.22</b>
<b>Net Ordinary Income (Loss)</b>	<b>152,266.73</b>	<b>237,554.00</b>	<b>(85,287.27)</b>	<b>164,209.03</b>	<b>169,433.00</b>	<b>(64,110.27)</b>	<b>3,024,778.00</b>	<b>2,860,738.63</b>
<b>Net Income</b>	<b>152,266.73</b>	<b>237,554.00</b>	<b>(85,287.27)</b>	<b>164,209.03</b>	<b>169,433.00</b>	<b>(64,110.27)</b>	<b>3,024,778.00</b>	<b>2,860,738.63</b>

\*\*\*\*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 and Three Months Ended December 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Dec '12	Budget - Dec '12	Variance -Dec '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	45.76	41.00	4.76	724.81	123.00	601.81	500.00	0.00
Parking Lot Revenue	9,103.83	11,200.00	(2,096.17)	33,225.69	32,000.00	1,225.69	160,000.00	126,774.31
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	160,732.26	254,212.00	(93,479.74)	208,204.20	308,965.00	(100,760.80)	391,096.00	182,891.80
Special Assessments - Interest	6,408.28	11,030.00	(4,621.72)	7,779.26	13,405.00	(5,625.74)	16,970.00	9,190.74
Special Assessments - Refunds	0.00	0.00	0.00	(743.00)	0.00	(743.00)	0.00	0.00
Total Special Assessments	167,140.54	265,242.00	(98,101.46)	215,240.46	322,370.00	(107,129.54)	408,066.00	192,082.54
Total Income	176,290.13	276,483.00	(100,192.87)	249,190.96	354,493.00	(105,302.04)	19,692,515.00	19,442,805.85
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	250.00	(250.00)	0.00	250.00	(250.00)	1,000.00	1,000.00
Bank service charges	(2,197.35)	0.00	(2,197.35)	(687.85)	0.00	(687.85)	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	284.71	0.00	284.71	1,714.42	1,200.00	514.42	1,800.00	85.58
Engineering (CP)	2,679.30	4,066.00	(1,386.70)	2,679.30	12,199.00	(9,519.70)	48,793.00	46,113.70
Insurance	0.00	11,000.00	(11,000.00)	0.00	11,000.00	(11,000.00)	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	1,321.05	1,433.00	(111.95)	4,009.44	4,300.00	(290.56)	17,200.00	13,190.56
Portable toilets	524.50	625.00	(100.50)	2,098.00	1,875.00	223.00	7,500.00	5,402.00
Sales tax expense	528.70	572.00	(43.30)	1,186.34	1,620.00	(433.66)	9,200.00	8,013.66
Total Parking lot expenses	2,374.25	2,630.00	(255.75)	7,293.78	7,795.00	(501.22)	38,200.00	30,906.22
Project Management Support								
Professional Fees	8,050.10	8,333.00	(282.90)	22,567.55	25,000.00	(2,432.45)	100,000.00	77,432.45
Project Consultant	5,370.00	5,370.00	0.00	10,740.00	16,111.00	(5,371.00)	64,444.00	53,704.00
Project Manual	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Project Management Support	13,420.10	13,703.00	(282.90)	33,307.55	41,111.00	(7,803.45)	164,444.00	131,136.45
Renourishment 2013/14 Design Phase								
Bidding, Negotiation & Award	0.00	0.00	0.00	1,373.00	0.00	1,373.00	15,000.00	13,627.00
Bond Attorney Fees	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00
Captiva Biological Assessment	0.00	6,671.00	(6,671.00)	0.00	13,342.00	(13,342.00)	13,342.00	13,342.00
Long Range Plan Update	0.00	0.00	0.00	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	7,070.50	0.00	7,070.50	37,449.70	96,336.00	0.00	96,336.00	58,886.30
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 and Three Months Ended December 31, 2012

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Dec '12	Budget - Dec '12	Variance -Dec '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	7,070.50	6,671.00	399.50	39,057.20	109,678.00	(11,734.50)	16,362,190.00	16,323,132.80
Rent	223.35	450.00	(226.65)	1,111.91	1,350.00	(238.09)	5,400.00	4,288.09
Storage of records	168.54	159.00	9.54	505.62	477.00	28.62	1,910.00	1,404.38
Website Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	24,023.40	38,929.00	(14,905.60)	84,981.93	185,060.00	(41,191.77)	16,667,737.00	16,582,067.22
Net Ordinary Income (Loss)	152,266.73	237,554.00	(85,287.27)	164,209.03	169,433.00	(64,110.27)	3,024,778.00	2,860,738.63
Net Income	152,266.73	237,554.00	(85,287.27)	164,209.03	169,433.00	(64,110.27)	3,024,778.00	2,860,738.63

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

CAPTIVA EROSION PREVENTION DISTRICT RESERVE ACCUMULATIONS FISCAL YEAR ENDING 9/30/2013												
	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13
<b>Beginning Balance</b>	\$ 567,492	\$ 577,362	\$ 584,706	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241
<b>Reserves Transferred In</b>												
Parking Revenue	12,658	11,463	9,104									
Operating Reserves												
<b>Total Reserves Transferred In</b>	12,658	11,463	9,104	-	-	-	-	-	-	-	-	-
<b>NonProject Costs Expended</b>												
Advertising												
Bank service charges	762		(2,197)									
Insurance												
Parking Lot Expenses	1,670	3,249	2,374									
Project Manual												
Rent	355	533	223									
Storage of records		337	169									
<b>Total NonProject Costs Expended</b>	2,788	4,119	569	-	-	-	-	-	-	-	-	-
<b>Increase (Decrease) in Reserves</b>	9,870	7,344	8,535	-	-	-	-	-	-	-	-	-
<b>Total Accumulated Reserves</b>	\$ 577,362	\$ 584,706	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241	\$ 593,241

**Captiva Erosion Prevention District**  
**Proposed New Parking Rates**

Current			Proposed	
Hours	Rate	Rate Per Hr.	Rate	Rate Per Hour
1	2.00	2.00	n/a	n/a
2	4.00	2.00	4.00	2.00
3	6.00	2.00	5.00	1.67
4	n/a		7.00	1.75
5	n/a		n/a	n/a
6	n/a		10.00	1.67
7	n/a		n/a	n/a
8	10.00	1.25	n/a	n/a

Based on data from the credit card meter, the percentage of \$2 tickets sold was 49.39 of all tickets sold. Assuming they become \$4 tickets, Option #2 would generate an additional \$38,098 for this meter alone.

## Renourishment Project

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

- 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  
District Administrator  
Captiva Erosion Prevention District  
11513 Andy Rosse Lane, Unit 4  
Captiva, Florida 33924  
Phone (239) 472-2472  
[mycepd@mycepd.com](mailto:mycepd@mycepd.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](mailto: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:

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.

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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

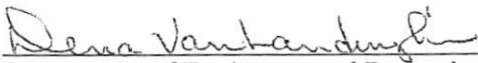
By: \_\_\_\_\_  
Title: Chair

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**

<b>Project Title:</b> Captiva/Sanibel Island Beach Nourishment
<b>Project Location:</b> The project includes 5.8 miles, between DEP Monuments R84 - R109, and R110.5 - R116 (excluding R114-R115 900 foot gap) in Lee County, FL.
<b>Project Background:</b> 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 <a href="http://www.dep.state.fl.us/beaches/">http://www.dep.state.fl.us/beaches/</a> . 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.
<b>Project Description:</b>  The deliverables listed below are to be completed and approved by the DEPARTMENT by the due date listed.  <b>2.0 DESIGN AND PERMITTING</b>  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.  <b>Performance standard:</b> 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.  <b>Financial Consequence:</b> Any work product that does not meet the Performance Standard will not be eligible for reimbursement.  <b>2.1 Design and Permitting of Nourishment</b>  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: 12LE2

Billing Number: \_\_\_\_\_

Billing Period: \_\_\_\_\_  
Billing Type:  Interim Billing  Final Billing

**Costs Incurred This Payment Request:**

Federal Share*	State Share	Local Share	Total
\$ _____ *if applicable	\$ _____	\$ _____	\$ _____
<b>Cost Summary:</b>			
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**

<b>Name of Project:</b> _____					<b>Billing#</b>	<b>Billing Period:</b>	<b>DEP AGREEMENT NUMBER</b>		<b>Invoice Adjustments (To be completed by DEP: Reasons for changes noted below)</b>		
<b>Local Sponsor:</b> _____											
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 BBBS Project Manager (5,6)	Changes per BBBS Accountant (5,6)	Approved Eligible Cost (5)
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
<b>Totals for all items on page:</b>											
Item #	Notes and invoice adjustment explanations per item # (5)										
<b>Certification:</b> 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					
<b>Form Instructions:</b>											
(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.											
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.											

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**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

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3.0    CONSTRUCTION

3.1 Construction of Nourishment

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4.0    MONITORING

4.1 Year 7 Monitoring

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4.2 Year 1 Monitoring

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**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

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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.

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**EXHIBIT – 1**

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

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

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

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
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 2<sup>nd</sup> 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](mailto:Debbie.skelton@dep.state.fl.us)

**Army Corps of Engineers Status**

## Interlocal Agreement Discussion Status

VIA EMAIL

Dear Alex:

On behalf of the Captiva Erosion Prevention District, please accept this comment on the Department of Environmental Protection's proposed changes to Chapter 62B-36 Beach Management Funding Assistance Program, Florida Administrative Code.

The District proposes that the types of public lodging establishments counted for eligibility for Project Cost Sharing be expanded to recognize the importance to public beach access opportunities of certain beachside single family structures within resort communities. The single family structures that are licensed and rented as vacation rentals fulfill the same functions as vacation rental condominiums that are proposed to be recognized for eligibility purposes. This is especially true when those single family structures are located directly on the beach and within resort communities that operate in the same manner, for example, as the South Seas Island Resort on Captiva Island. The single family structures simply offer a different kind of living space.

The District suggests that the following amendment (shown as double-underlined) be added to the draft rule:

~~(14)(12)~~ · “Public Lodging Establishment” is any ~~business~~ public lodging establishment currently licensed by the Department of Business and Professional Regulation in the classification of “hotel”; or “motel” or “vacation rental condominium” and “resort condominium” with six or more units as designated by the Department of Business and Professional Regulation and fronting directly on the sandy beach. It also includes any business currently licensed by the Department of Business and Professional Regulation as a single family vacation rental that is also a transient public lodging establishment. Public Lodging Establishments must be located on the beachfront or within ¼ mile walking distance of a public access, except that a single family vacation rental must be located on the beachfront and within the boundaries of a self contained commercial vacation rental resort.

Our definition of single family vacation rental is that found in Section 509.242(1) (c), Florida Statutes.

Thank you for your consideration of our comment.

# Lee County Legislative Delegation

Founded 1886



City of Fort Myers	1885
City of Cape Coral	1970
City of Sanibel	1974
Town of Fort Myers Beach	1995
City of Bonita Springs	1999



Senator Lizbeth Benacquisto  
Senator Garrett Richter

*Vice Chair*

Representative Matt Caldwell  
Representative Dane Eagle  
Representative Heather Fitzenhagen  
Representative Raymond Rodrigues

*Chair*

## MEMORANDUM

**TO:** All Agencies of Local Government, Interested Parties and SW Florida Media  
**FROM:** Representative Matt Caldwell, Chairman, Lee County Legislative Delegation  
**SUBJECT:** Lee County Legislative Delegation Meeting and Public Hearing  
**DATE:** December 18, 2012  
**Cc:** Members, Lee County Legislative Delegation

The Lee County Legislative Delegation Meeting has been set for Tuesday, January 29, 2013, 9:00AM – 5:00PM, Taeni Hall (Room S-117) at Edison College. The Delegation will conduct local business including a public hearing on local bills (if filed), funding requests and other issues for which people may have registered to speak.

The deadline for submitting local bills to the Delegation is 5:00pm on Friday, January 18, 2013. All local bills must be accompanied by completed paperwork required by the Florida Legislature, including original signatures of the legislative sponsors, and should be forwarded to Representative Caldwell at 15191 Homestead Road, Building A, Lehigh Acres, FL 33971.

Requests for placement on the meeting agenda must be submitted in writing to State Representative Caldwell, Chairman, Lee County Legislative Delegation, 15191 Homestead Road, Building A, Lehigh Acres, FL 33971, not later than Friday, January 18, 2013 at 5:00pm. Requests made by electronic mail will be acknowledged within two (2) days of receiving the request.

Presenters who wish to provide supporting materials to the Delegation must submit five (5) copies of those materials to the address above by 5:00pm on Friday, January 18, 2013. Each set of materials must be printed on letter-size paper and three-hole punched at the left margin. **Please submit a copy of supporting materials by electronic mail as well.**

The deadline to register to make a general presentation (not related to local bills) to the Delegation is also 5:00pm on Friday, January 18, 2013. All requests for time on the agenda must be submitted in writing, via hard copy letter to the address listed above or via email to [charlotte.gammie@myfloridahouse.gov](mailto:charlotte.gammie@myfloridahouse.gov). The agenda for the meeting will be set by Tuesday, January 22, 2013 and will be changed only to accommodate unforeseen emergencies.

For more information or to request required forms, please contact Charlotte Gammie, Legislative Assistant to Representative Caldwell, at 239-694-0161.

All meetings of the Lee County Legislative Delegation are open to the public.