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CAPTIVA EROSION PREVENTION DISTRICT RESOLUTION 2025-03

A RESOLUTION OF THE CAPTIVA EROSION PREVENTION DISTRICT APPROVING CONTRACT AGREEMENT WITH WILTSHIRE, WHITLEY, RICHARDSON & ENGLISH, P.A. FOR ACCOUNTING PROFESSIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, The District has developed and adopted a comprehensive beach and shore preservation and a beach maintenance program for the area within its jurisdiction; and

WHEREAS, The District has partnered with the federal, state, and County governments to accomplish its successful beach programs; and

WHEREAS, The District has published on a duly noted agenda, reviewed, discussed, and taken public comment on March 10th , 2025; and

WHEREAS, The District desires to approve or approve with conditions the following attachments and course of action.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CAPTIVA EROSION PREVENTION DISTRICT OF LEE COUNTY, FLORIDA THAT:

Section 1. The Board of Commissioners of the Captiva Erosion Prevention District does hereby authorize and approve the contract agreement with Wiltshire, Whitley, Richardson & English, P.A. for accounting professional services as set forth in Exhibit A to this Resolution.

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

DULY INTRODUCED, PASSED, AND ENACTED by the CEPD Board of Commissioners of the CAPTIVA EROSION PREVENTION DISTRICT, on Captiva Island, in Lee County, Florida on March 10th, 2025.

Signed by:
John Wade III
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CEPD Chairman John Wade

ATTEST: Signed by:
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CEPD Deputy Director John Riegert

Approved as to legal sufficiency:

DocuSigned by:
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CEPD Attorney Ralf Brookes

Record of the Vote:

Commissioner Walter	Aye
Commissioner McGowan	Aye
Treasurer Laird	Aye
Vice Chairman Miville	Aye
Chairman Wade	Aye

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Wiltshire, Whitley, Richardson & English, P.A.
Certified Public Accountants

January 20, 2025

Mr. John Wade, Chairman
Captiva Erosion Prevention District
P.O. Box 365
Captiva, Florida 33924

Dear John:

We are pleased to confirm our acceptance and understanding of the services we are to provide for Captiva Erosion Prevention District ("CEPD") for the year ending December 31, 2025.

We will perform the following services:

Bookkeeping Services

Beginning with the month of January 2025, we will perform the bookkeeping function of Captiva Erosion Prevention District by recording all transactions in QuickBooks. Captiva Erosion Prevention District agrees to provide us with the following documents on a bi-monthly basis: cash receipt reports, deposit slips, purchase orders, invoices, cash disbursement reports, check stubs, bank statements, credit card statements, loan statements, grant applications/agreements, payroll reports and sales tax reports, as applicable.

We will record cash receipts from cash receipt reports, deposit slips and/or bank statements. We will not handle any cash or checks received nor make deposits. We will record cash disbursements from cash disbursement reports, invoices, check stubs and/or bank statements. All information and transactions must be coded and authorized/approved by the management of Captiva Erosion Prevention District. In connection therewith, based on the approved invoices you will have forwarded to our office, we will review all bills and invoices rendered to you and will generate checks drawn on the following checking accounts: Fifth Third Bank – General Fund and Fifth Third Bank – Capital Projects Fund. It will be your responsibility to review and sign checks. We will mail checks after they have been reviewed, approved and signed. If we are able to pay these bills through your bank's online Bill Pay system, then we will do so with your approval. However, this authority is for your convenience only and should not be construed as us assuming management responsibilities. You agree to not hold this firm liable or responsible for disbursements made in good faith on your behalf resulting from purchases made by you or contracts entered into by you for goods and services whether oral or written and whether or not fully performed. Our responsibility is simply to pay your bills as you have requested.

We will record the payroll and taxes as calculated by your payroll service provider into QuickBooks and reconcile to their monthly reports. We will not make payroll tax deposits or prepare payroll tax returns. Captiva Erosion Prevention District or your payroll service provider will be responsible for payroll calculations, returns and deposits.

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Captiva Erosion Prevention District is responsible for communicating with their chosen payroll service provider regarding payroll tax matters. If you have payroll tax questions, you should ask your payroll provider. If you feel that they are not providing you with satisfactory service or have made a mistake, please let us know immediately so that we can assist you with reconciling or identifying any errors. Wiltshire, Whitley, Richardson & English, P.A. assumes no liability for the services provided by third-party payroll companies to its clients.

We will calculate, prepare, and electronically file, on a monthly basis, the sales tax returns from the information you provide us with on invoices and cash receipt reports. We will notify you if there is sales tax due. As you have requested and authorized, we will remit the sales tax due on your behalf. Your checking account will be directly debited by the Florida Department of Revenue when we submit your sales tax return online. This authority is for your convenience only and should not be construed as us assuming management responsibilities. You agree to not hold this firm liable or responsible for disbursements made in good faith on your behalf resulting from the preparation of the sales tax returns.

We will reconcile the following accounts on a monthly basis:

1. Bank accounts, including the transfer of funds between general and capital bank accounts.
2. Payments of non-ad valorem project assessments, including payoff of assessment and Tax Collector disbursements to CEPD ledger of assessments.
3. Disbursement of ad valorem tax payments from Tax Collector to CEPD general account.

Regarding monthly bank reconciliations, upon receipt of bank statements, we will reconcile bank accounts with the bank statements for proper account balances and identify reconciling items that may require adjustments to your books and records. We will not be analyzing cancelled checks to determine whether signatures or payments are authorized or for any other purpose, but we will briefly scan them to confirm the amounts match those recorded by the bank on the statements.

We will also reconcile credit card statements and loan balances, as applicable, using the information you provide. We will make correcting entries directly into QuickBooks and identify the specific source of each adjustment. We will tell you of these adjustments and make you aware of any corrections.

We will run detailed general ledgers for you. You agree to review the general ledger and journal entries for each month and to tell us of any changes necessary in the classification or distribution of the transactions. Unless you tell us of a change, we will assume that all transactions have been properly coded and have been posted to the correct accounts. These ledgers will then be used as appropriate in the preparation of the financial statements as outlined below.

We will also prepare and electronically file the annual Forms 1099 that you request from the information you provide to us. It will be your responsibility to obtain, maintain and provide Forms W-9 from your vendors so we can properly prepare the required Forms 1099.

On an as needed basis, we will:

1. Support the Board Treasurer in providing a financial report to the Board of Directors at monthly Board meetings.
2. Wire transfer funds when necessary.
3. Prepare non-ad valorem project assessment roll for Tax Collector (once a year).
4. Determine pay off balances of project assessments for real estate sales within two workdays of receipt.

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5. Generate pro forma budget forecast.
6. Assist in preparing annual budget.
7. Attend monthly finance meetings, annual budget workshops and budget hearings, as needed.
8. Provide audit support including preparing schedules and drafting MD&A as requested by auditors.
9. Provide audit documents to State Auditor General and AFR to Florida Department of Financial Services.

Preparation of Financial Statements

We will prepare the monthly financial statements of Captiva Erosion Prevention District, which will comprise of the following:

1. Comparative General Fund balance sheets – modified accrual basis.
2. Comparative Capital Projects Fund balance sheets – modified accrual basis.
3. Comparative General Fund year-to-date statements of revenues and expenditures – modified accrual basis.
4. Comparative Capital Projects Fund year-to-date statements of revenues and expenditures – modified accrual basis.
5. Comparative General Fund month-end statements of revenues and expenditures – modified accrual basis.
6. Comparative Capital Projects Fund month-end statements of revenues and expenditures – modified accrual basis.
7. Comparative General Fund year-to-date schedule of revenues and expenditures – budget vs. actual – modified accrual basis.
8. Comparative Capital Projects Fund year-to-date schedule of revenues and expenditures – budget vs. actual – modified accrual basis.

These financial statements will not include related notes to the financial statements as required for financial statements prepared in accordance with the modified accrual basis of accounting.

Our Responsibilities

The objective of our financial statement preparation engagement is to prepare financial statements in accordance with the modified accrual basis of accounting based on information provided by you. We will conduct our engagement in accordance with the Statements on Standards for Accounting and Review Services ("SSARS") promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants ("AICPA"), and we will comply with applicable professional standards, including the AICPA's *Code of Professional Conduct* and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services and preparing the financial statements.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for our engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. Furthermore, we have no responsibility to identify and communicate deficiencies or

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material weaknesses in your internal control as part of this engagement.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

If, for any reason, we are unable to complete the preparation of your financial statements, we will not issue the statements as a result of this engagement.

Your Responsibilities

The financial statement preparation portion of the engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the modified accrual basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of the modified accrual basis of accounting as the financial reporting framework to be applied in the preparation of the financial statements.
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. The prevention and detection of fraud.
4. To ensure that the entity complies with the laws and regulations applicable to its activities.
5. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
6. To provide us with—
    a. documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
    b. additional information that may be requested for the purpose of the preparation of the financial statements, and
    c. unrestricted access to persons within the entity of whom we determine it necessary to communicate.

Engagement Administration and Other

I am the engagement partner and am responsible for supervising the engagement.

To enhance our availability to meet your professional service needs while maintaining service quality and timeliness, we may use a third-party service provider to assist us. This may include provision of your confidential information to the third-party service provider. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures. By accepting the terms and conditions of our engagement, you consent to the disclosure of your confidential information to third-party service providers if such disclosure is necessary to deliver professional services to you or provide support services to our firm.

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We estimate our fees for this engagement will be $3,550 per month. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary due to a change in scope of services to be performed, we will bill extra for that time. Our invoices for these services will be rendered each month as work progresses and are payable on presentation.

We will retain copies of our bookkeeping and financial statement preparation workpapers for your engagement for a period of seven years. After seven years, our workpapers and engagement files will be destroyed. All your records will be returned to you at the end of this engagement. It is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

WILTSHIRE, WHITLEY, RICHARDSON & ENGLISH, P.A.

Joseph L. D'Ambrosio

Joseph L. D'Ambrosio, CPA

ACCEPTED:

This letter correctly sets forth the understanding of Captiva Erosion Prevention District.

Signed by:
John Wade III
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Mr. John Wade, Chairman

3/12/2025

Date