

**General Meeting of the  
Captiva Erosion Prevention District**

Tween Waters Inn, Crows Nest  
15951 Captiva Drive, Captiva, Florida  
November 11, 2009 @ Noon

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## Agenda

**Regular Meeting of the  
Captiva Erosion Prevention District**  
Tween Waters Inn, Crows Nest  
15951 Captiva Drive, Captiva, Florida 33924  
November 11, 2009 @ 12:00 P.M.

- I. Call to Order
- II. Roll Call
- III. Approval of CEPD Meeting Minutes
- IV. Public to Be Heard
- V. Financial Report
- VI. Report of the Senior Administrative Consultant
  - a) Parking Lot Revenue
  - b) Blind Pass Sand Fill Volume and Maintenance
  - c) DEP Public Workshop
  - d) Memberships Renewals – Beach Watch, ASBPA
  - e) D & O Insurance Renewal
  - f) Sanibel Captiva Community Bank CD
  - g) Public Depositor Annual Report
  - h) ASBPA Trip Report
- VII. Old Business
  - a) Community Relations Plan
  - b) Parking Lot Improvements
  - c) SOP Contract
  - d) Newsletter
  - e) Referendum
  - f) Emergency and Comprehensive Plan
- VIII. New Business  
Selection of Auditor for Annual Audit of Financial Statements
- IX. Commissioner Comments

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

Tween Waters Inn, Ding Darling Room  
15951 Captiva Dr., Captiva Island, FL 33924  
Monday, October 14, 2009 @ Noon

**Commissioners Present:** Mike Mullins (Chairman), Doris Holzheimer (Vice Chairman), Harry Kaiser (Secretary), Dave Jensen (Treasurer)

**Administrative Consultants Present:** Bob Gray, Jr. (Strategic Planning Consultant), Brian Calciano (Information Technology Consultant)

**I. Call to Order**

Chairman Mullins called meeting to order at 12:05 PM

**II. Roll Call**

Roll call was performed and the results are detailed above

**III. Approval of September Meeting Minutes**

Chairman Mullins asked for a motion to dispense with the reading of minutes. Motion was made by Commissioner Kaiser, seconded and passed unanimously.

**IV. Financial Report**

Treasurer Jensen presented the financial report. Approximately \$24,000 left over from prior fiscal year General Budget (ending in September) is to be transferred to Projects Budget. The CEPD also received some assessment money in September – about \$87,000. Treasurer Jensen noted that there is just under \$1.8 million dollars for capital projects and approximately \$170,000 available in general banking account.

Treasurer Jensen asked the board questions regarding loan refinancing.

Chairman Mullins noted that Senior Administrative Consultant Rooker has spoken with Wachovia and Bank of America for a 2 ½ year deal at a slightly better rate. Fifth Third Bank was unwilling to reduce their rate on the existing loan; however this agreement still has four years remaining. It was noted that alternative loan agreements should be investigated and pursued.

The topic changed to the issue of finding a new auditing firm. Senior Administrative Consultant Kathleen Rooker has submitted RFPs for four different auditors qualified and willing to do government audits. Two of the auditors have merged into one firm, one has not returned calls, and the fourth auditor has until end of the month to respond.

Secretary Kaiser proposed searching beyond the state of Florida for a qualified auditor.

Treasurer Jensen explained that most auditors do not have the expertise or desire to do government audits. Different states have different rules and complexities that make out-of-state government clients unappealing to auditors.

Chairman Mullins emphasized that finding a new auditor needs to be a high priority. Although we can receive an extension on completing the annual audit, it may not last beyond March.

## **V. Public to be Heard**

There were no public comments at this time.

At this time, Secretary Kaiser expressed concern that beach accesses that are privately owned do not have a strap number and are not properly taxed.

Chairman Mullins answered, stating that easements do not receive a strap, unless it is in fact a separate property. He stressed the need to identify specific straps and the owner or owners of these properties. Enabling legislation requires CEPD assesses all properties. When an access is there, it means there is going to be greater use of the beach. Those with access rights should perhaps be paying a higher assessment.

## **VI. Old Business**

### **a) Oil and Gas Drilling Report – Dave Jensen**

Treasurer Jensen has worked with Senior Administrative Consultant Rooker to assemble a fact sheet with a consistent message to be conveyed across similarly concerned organizations. Some counties have made resolutions against oil drilling, others have not.

Chairman Mullins noted that having CEPD actively involved in this issue means we risk discussing oil and gas between public meetings and risk a violation of Florida Sunshine Laws; he stressed the need to consult with an attorney regarding this for clarity. The question was presented: Can this issue only be discussed during public meetings if the CEPD will never vote on this subject, but simply advocate on it? Mullins expressed that this Sunshine limitation detracts from CEPD's ability to respond to rapid developments such as the oil and gas issue in a timely manner. The essence of his question is, "Should CEPD play a formal role, given such restrictions?"

It was suggested by Chairman Mullins that CEPD hold recurring “briefing meetings” twice per week regarding oil and gas and other topics. The desired effect is to encourage the public to come out to meetings scheduled at regular intervals. Meetings would be cancelled if insufficient quorums.

Secretary Kaiser posed the question: Why hold these meetings without topics at hand?

Chairman Mullins responded that in order to move quickly on these issues, assembly currently requires public notice two weeks in advance – this hinders ability of commissioners to meet and discuss critical issues during short notice.

We have no idea what to expect from oil and gas lobby opposition due to lack of organization and press coverage.

Vice Chairman Holzheimer suggested that these proposed meetings begin being noticed, at least between now and end of the year, to deal with community relations, oil and gas, and other pressing topics.

Mullins noted that these “briefing meetings” would be in lieu of CEPD emergency meetings in order to prevent abuse or ambiguity of the term “emergency”.

Treasurer Jensen noted that two dates per month would be suitable.

Chairman Mullins noted that the most important factor is the recurring nature of the committee meeting that is always noticed and can be cancelled in case of conflict or lack of attendance.

**b) Community Relations Committee Report – Doris Holzheimer and Bob Gray**

Vice Chairman Holzheimer summarized the morning’s preceding meeting regarding community relations tactics. She suggested Bob Gray, Jr. create a group to supervise and facilitate these projects, with sub-groups to tackle specific issues such as oil and gas drilling. Once a month is not adequate for reviewing progress. Once a week is more desirable. There is a need to setup structure of who would be reporting on what.

Strategic Planning Consultant Bob Gray, Jr. went over the underpinnings of the community relations plan. He cited public comments regarding parking and possibly tripling available funding. He mentioned the “Golden Goose” argument for beach renourishment, citing an extremely positive cost benefit ratio for these projects. There is a need to educate the public,

specifically voters and businesses. There also needs to be a consistency of message and materials, with certain elements emphasized depending on the target audience. He also stressed the importance of being aware of business and homeowner association meetings well in advance in order to meet with them.

Other goals including engaging the public in issues such as parking access, setting up a structure for volunteers, hiring and retaining more full-time resources to deal with critical issues. For community relations it will be critical to have full-time resources conduct research, identify venues, find resources, and then create and deliver a consistent product.

Secretary Kaiser agreed that these tasks necessitate a full-time position that requires professional attention.

Chairman Mullins noted that this was agreed on during Community Relations Meeting.

Vice Chairman Holzheimer requested conducting a skills inventory of existing resources in CEPD to discover whether and what new resources will be necessary.

Chairman Mullins voiced that, until going to conference in Boca Raton in 2007, he had taken for granted that beach renourishment was automatic. He came to appreciate all the efforts going into establishing beach renourishment. Many organizations compete for funding and it is critical for the public and others to know about the workings of these projects and need to support renourishment efforts.

Treasurer Jensen concurred that despite all the benefits of beach nourishment, it is necessary to fight for funding and recognition.

Chairman Mullins continued, stating a need to study the opposition's arguments, as they continue to try to reduce the credibility of beach renourishment projects. Also, CEPD may want to work with other organizations and ally with those who share interests. The Oil lobby is "dividing and conquering" by offering concessions such as no drilling in aquatic preserves with Pinellas County.

Vice Chairman Holzheimer stated that no single organization has stepped up and taken leadership on the oil and gas issue. D.T. Minich, head of VCB for Pinellas, used to work in Lee County. He stated that Lee County has been noticeably absent from the conversation.

Chairman Mullins suggested projections of costs for community relations projects. Treasurer Jensen will work with Consultant Rooker to project these costs.

Chairman Mullins proposed the allotment of \$10,000 of "seed money" to commence initial work on community relations projects.

Vice Chairman Holzheimer responded that \$10,000 is not adequate seed money to have a community relations product completed before the December 9<sup>th</sup> delegation.

Consultant Bob Gray, Jr. stated that in order to bring on another full-time resource between today's and the next meeting – between \$10,000-\$15,000 is feasible.

Secretary Kaiser moved to approve \$15,000 of seed money. Motion seconded and passed, carrying 4-0.

**c.) Easements – Mike Mullins**

Chairman Mullins noted that he earlier addressed the issue of "access easements," but noted that if beach nourishment was adversely affected by an existing Supreme Court case verdict, CEPD should have erosion easements to be able to do renourishment work. Fort Myers Beach had the resources to carry out a project that was ultimately left unfinished due to a lack of appropriate easements. We need to verify that the requisite easements are indeed in place on Captiva.

**d.) Professional Services Agreement**

The professional service contract under discussion features a verbiage change "flat fee" for services to "time and materials not to exceed" a set amount.

Bob Gray, Jr. discussed working with Alison Hagerup, going over procedures and planning and execution phases for renourishment projects for about one year. His knowledge of the renourishment was also informed by Steve Keehn of Coastal Planning & Engineering, as well as lobbyist Lisa Armbruster. Alison had not been filing quarterly reports despite having this in the rules of procedure.

Partners in Progress, in taking care of administrative elements, is proposing to be working on administrative procedure.

There are anomalous events and tasks that occur, and these need documenting to prepare for future instances. A Department of Defense

audit of the ACOE work on beach renourishment was cited. Journal-keeping by staff resources was suggested as a method of creating procedures that reflect practice.

Secretary Kaiser noted that the new terms of the contract are more desirable than paying a flat fee.

## **VII. New Business**

### **a) Referendum**

Chairman Mullins noted that although there is more money in reserves, CEPD is short on funds for next project. Continuing to raise ad valorem taxes may not be the most desirable option. A referendum is necessary to borrow funds against the district.

The board proceeded to review the CEPD apportionment schedule and discuss upcoming deadlines.

Chairman Mullins suggested that the board should postpone vote on the referendum, and instead move forward on more pressing work that needs to be done.

Commissioner Holzheimer noted that the maintenance for Blind Pass is not addressed in the proposed budget.

At this time, a public comment was made: Once approved, how long is referendum good for? Is there a time limit?

Chairman Mullins responded, explaining there is no time limit on borrowing after authority is given.

Commissioner Jensen discussed the possibility of filing multiple referendums and whether this is a feasible option.

### **b) Legislative Delegation**

The board discussed best methods of presentation for the delegation. Consultants Bob Gray, Jr. and Brian Calciano will follow up with Consultant Rooker regarding these materials.

### **c) Newsletter Articles**

The final draft of the Fall Newsletter has been tentatively set for Friday. At that time, there will be a decision whether content is ready for

publication or should be held back until Chairman Mullins returns to the country in early November.

**VIII. Commissioner's Comments**

Secretary Kaiser inquired about the status of the recent request for information sent by Roetzel & Andress. He emphasized that the CEPD's primary mission is beach renourishment; therefore the organization should not let this request overly occupy resources devoted to efforts in that area.

Regular Meeting of the CEPD Adjourned at 2:55PM.

## MEMORANDUM

**TO:** Distribution  
**FROM:** B. Gray  
**DATE:** October 18, 2009  
**RE:** Results of October 14, 2009 CEPD Community Relations Workshop

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The Captiva Erosion Prevention District held a Community Relations Workshop on October 14, 2009 at 9:00 am in the Ding Darling Room at 'Tween Waters Inn, Captiva, FL.

The Workshop participants were D. Holzheimer, M. Mullins, B. Gray, and B. Calciano. In addition, two members of the general public were in attendance for most of the workshop.

The agenda for the workshop was:

1. Develop overall objectives for a CEPD Community Relations plan
2. Identify key groups that CEPD wants to influence/reach with the Community Relations Plan
3. Develop strategies that ensure effective coverage of all key groups
4. Identify key messages for each group
5. Initiate the development of a tactical CEPD Community Relations plan

The results of the workshop are presented below.

### **Overall Objectives for CEPD Community Relations Plan**

- Obtain a positive image for CEPD, an image which conveys that:
  - CEPD is an effective manager of Captiva's beach nourishment and coastal management program (and therefore, effective manager of taxpayer dollars). *[Note that a distinction is being made between the two programs because the enabling legislation charges CEPD with the performance of functions other than beach nourishment that are not currently systematically addressed]*
  - CEPD acts in the best interest of the Captiva Community
  - CEPD is effective in addressing coastal management issues, opposing threats to Captiva's beach nourishment program
  - CEPD takes its fiduciary responsibilities extremely seriously, ensuring the cost effectiveness of all aspects of its programs
- Obtain support for the next beach nourishment project
  - Obtain votes in favor of the referendum
  - Instigate actions that increase grants from funding parties and reduce special assessment costs to Captiva property owners

- Obtain support for other CEPD strategic objectives
- Increase community participation in CEPD meetings and increase volunteerism in other CEPD activities and sub-committees
- Obtain demonstrable proof of CEPD's effectiveness in setting and achieving objectives

### **Key groups that CEPD wants to target with its Community Relations Plan**

- Captiva Voters
- Captiva Residents
- Captiva Property Owners
- Captiva Business Owners
- Captiva Social and Political Organizations
- Captiva Homeowners Associations
- Sanibel Residents
- Sanibel Business Owners
- Sanibel Social and Political Organizations
- Lee County Staff that affect CEPD's coastal management program, including coastal engineers, CAC, TDC and County Commissioners
- Legislators from Lee County
- Other Key Representatives in Local, State and Federal Government
- US Army Corps of Engineers
- Local, State and National Coastal Management Organizations (FSBPA, ASBPA)
- Beach Watch
- Beach Award Organizations
- Coastal Communities (particularly in Lee County)
- Beach Professionals who provide services to CEPD
- Media and Editorial Boards
- The General Public of Lee County

### **Strategies that Ensure Effective Coverage of all Key Groups**

- Educate CEPD constituents about the need for and benefits of Captiva beach nourishment
- Educate CEPD constituents about coastal management issues that may impact Captiva and Sanibel beaches
- Enroll, enfranchise and empower CEPD constituents into participating more fully in the beach nourishment process and in working with CEPD to address coastal management issues. Ensure that those individuals and groups know that their opinion counts.

### **Key Messages for each Group**

- ***Captiva Voters, Captiva Residents***
  - i. Captiva beach nourishment is necessary to protect Captiva property from storm damage and to maintain the quality and beauty of Captiva's beach
  - ii. Captivans have not always favored beach nourishment and as a result of "sand wars" in the '80s, Captiva Road became undermined, creating tremendous difficulties with access to Captiva. Beach nourishment is not a given and various parties have worked against beach nourishment on Captiva in the past.

- iii. CEPD has been effective in the past at managing Captiva's beach nourishment and shoreline program, including Blind Pass, and is evolving into an organization that is becoming even better at addressing beach nourishment as well as other coastal management issues in the best interest of its constituents
- iv. CEPD needs your help and support to ensure its continued success with its beach nourishment and coastal management program:
  - 1. Vote for the referendum (Captiva Voters)
  - 2. Apportionment is a fair way to determine each property owner's special assessment and the value of beach nourishment to each property owner far outweighs the assessment charged (Captiva Property Owners)
  - 3. Participate in coastal management activities
  - 4. Help to enroll the rest of the community in supporting coastal management
- **Captiva Property Owners, Captiva Homeowners Associations**
  - i. Captiva beach nourishment is necessary to protect Captiva property from erosion damage and maintain the quality and beauty of Captiva's beach
  - ii. Captivans have not always favored beach nourishment and as a result of "sand wars" in the '80s, Captiva Road became undermined, creating enormous difficulties with access to Captiva. Beach nourishment is not a given and various parties have worked against beach nourishment on Captiva in the past.
  - iii. CEPD has been effective in the past at managing Captiva's beach nourishment and shoreline program, including Blind Pass, and is evolving into an organization that is becoming even better at addressing beach nourishment as well as other coastal management issues in the best interest of its constituents
  - iv. CEPD needs your help and support to ensure its continued success with its beach nourishment and coastal management program:
    - 1. Captiva property is a good investment, largely because of CEPD's beach nourishment and coastal management programs and the way those programs maintain and increase the value of the property
    - 2. Apportionment is a fair way to determine each property owner's special assessment and the value of beach nourishment to each property owner far outweighs the assessment charged
    - 3. Participate in coastal management activities
    - 4. Help to enroll the rest of the community in supporting coastal management
- **Captiva Business Owners & Employees**
  - i. Captiva beach nourishment is necessary to maintain the quality and beauty of Captiva and its beach and to ensure the continued economic viability of Captiva businesses that rely on revenue generated because of the attractiveness of Captiva and its beach
  - ii. (same as above)
  - iii. (same as above)
  - iv. (same as above)
  - v. There may be a more focused message for South Seas, seeking the same level of support for the referendum as they have provided in the past
- **Sanibel Business Owners & Employees**
  - i. Captiva beach nourishment is necessary to maintain the quality and beauty of our beaches and to ensure the continued economic viability of Sanibel businesses that rely on revenue generated because of the attractiveness of those beaches
  - ii. (same as above)
  - iii. (same as above)
  - iv. (same as above)

- v. whatever issues divide the community are a lot less important than our common threats
- **Captiva Social and Political Organizations**
  - i. Messages that cover all points listed above
- **Sanibel Residents, Sanibel Social and Political Organizations**
  - i. Same as the messages for Captiva residents with more emphasis on the Captiva-Northern Sanibel beach nourishment program
  - ii. The CEPD coastal management program has ensured that the net effect of downdraft erosion is completely mitigated (note: the viability of this message must be carefully researched and a determination made as to whether it should be included in the CEPD Community Relations plan)
- **Lee County Staff that affect CEPD's coastal management program, including coastal engineers, CAC, TDC and County Commissioners**
  - i. Captiva beach nourishment generates far more revenue for Lee County and its businesses than the total cost of the Captiva-Sanibel beach nourishment program (note: research needs to be performed to determine how much revenue is generated from Captiva compared to other areas in Lee County and compared to other areas in other counties).
  - ii. We appreciate the help we've received from the County in the past
  - iii. We need more County support and funding and are willing to do our share to ensure the continuation of the mutual benefits received by the County and Captiva
- **Captiva Representatives in Local, State and Federal Government**
  - i. Beaches are a net revenue source for the government, not a net expense
  - ii. CEPD's coastal management program is a success and delivers a positive cost/benefit ratio, especially when the benefit is measured by all of the benefits the program delivers, not just the storm protection and recreational benefits, such as
    - 1. increased property taxes due to increased property values (we need to analyze the data to fine tune this message; what was the total Captiva property value and tax pre- and post- beach nourishment?)
    - 2. Causeway tolls collected by the County
    - 3. The \$320 collected by a combination of Federal, State and Local taxing authorities for every \$1 spent on beach nourishment (more research required)
  - iii. CEPD's constituents support the CEPD coastal management program
  - iv. CEPD should be supported by Local, State and Federal Government representatives, as well and CEPD should receive an increased funding share from Local, State and Federal Government
- **US Army Corps of Engineers**
  - i. CEPD's coastal management program is a success and delivers a positive cost/benefit ratio
  - ii. CEPD's constituents support the CEPD coastal management program
  - iii. Captiva is an exemplary model of beach nourishment project success; you've shared the credit for this in the past and we want to continue to share the credit with you in the future, but we need to get a fairer share of federal funding
- **Local, State and National Coastal Management Organizations (FSBPA, ASBPA)**
  - i. We support you and thank you for supporting us
  - ii. We need help developing and promoting some of our community relations messages
  - iii. We want to play a bigger role in your organization
- **Beach Award Organizations**

- i. Don't forget how wonderful Captiva's beach is and it's getting better
- ii. Captiva deserves awards
- **Coastal Communities (particularly in Lee County)**
  - i. Whether we are currently competitors or allies or both, we need to join forces to effectively address issues of mutual concern and potential impact
- **Beach Professionals who provide services to CEPD**
  - i. We want to stay on your favorite client list
  - ii. Specifically for CP&E, we want Tom Campbell's attention and assistance
- **Media and Editorial Boards**
  - i. Beach nourishment is good for everyone
  - ii. Support beach nourishment
- **The General Public of Lee County**
  - i. Beach nourishment is good for everyone. The cost/benefit ration favors everyone in Lee County, not just those who live on or near the beach

### **Draft Tactical Community Relations Plan**

During the Community Relations workshop, a number of different tasks were identified for inclusion in the CEPD Tactical Communications plan, as described below.

At the CEPD Board meeting immediately following the Community Relations workshop, the CEPD Board assigned Bob Gray as a supervisory resource to manage the initiation of the tasks listed below in boldface. Mr. Gray will serve in that supervisory capacity until the next CEPD Board meeting.

1. **Find the resources required to execute the priority tasks in the Community Relations Plan. This may include:**
  - a. **Consultants**
  - b. **College Interns**
  - c. **Volunteers**
  - d. **Supervisory resource, responsible for activity and outcome review**
  - e. **Political organizer (Dan Wexler, Laurie B.)**
2. **Perform research to obtain facts, references and citations to include in Community Relations presentations and materials relative to the following topics:**
  - a. **Beach nourishment is good for everyone (Golden Goose theory). The cost/benefit ratio favors all key groups in the Community Relations Plan**
    - i. **Residents enjoy the recreational and storm protection benefits of beach nourishment**
    - ii. **Property is provided with storm protection benefits and recreation benefits**
    - iii. **Property values have increased**
    - iv. **Wildlife habitat is preserved/enhanced**
    - v. **Federal, State and Local government receive \$320 for every \$1 spent on beach nourishment**
      1. **increased property taxes due to increased property values (what was the total Captiva property value and tax pre- and post- beach nourishment?)**
      2. **Causeway tolls collected by the County**



- iii. Set dates for Public Hearings and place appropriate Public Notices
    - iv. Actively promote participation in Public Hearings at speaking engagements and other Community Relations venues, as well as in the CEPD Newsletter, advertisements, flyers, meet and greets at various locations
  - c. Conduct Public Hearings
- 7. Implement a Volunteer Management program
  - a. Define the work that needs to be done by the volunteers
  - b. Develop a framework that provides structure for volunteers – a structure that allows them to participate and in which they can be managed – tell them what we would like them to do and how they can do it. These concepts should be included in the presentation slide database so that when we ask a key group to do something, we make it easy for them to deliver.
  - c. Develop a reward system for the volunteers
  - d. Recruit and manage volunteers
  - e. Continually update the volunteer framework to address new volunteer work that needs to be done
- 8. Train presenters in how to present the PowerPoint slides and how to use any other materials, including materials that provide structures that make it easy for people to volunteer

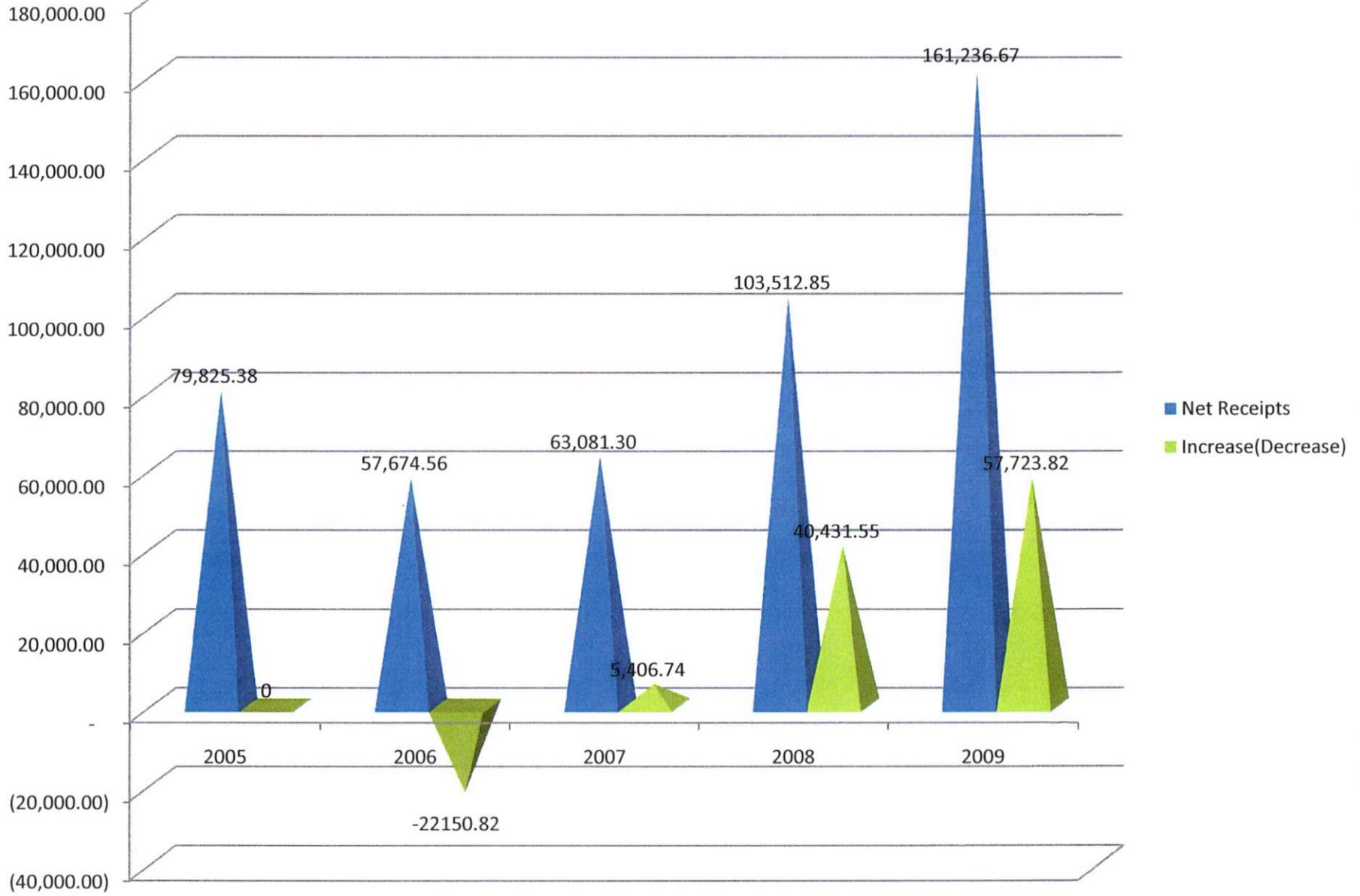
CEPD - GENERAL FUND  
 Budget Performance - Summary  
 For the One and Twelve Months Ended September 30, 2009

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Acutal SEPT 09	Budget - SEPT 09	Variance - SEPT 09	Acutal YTD	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Ad Valorem Tax	0.00	20,330.00	(20,330.00)	248,158.31	243,956.00	4,202.31	243,956.00	0.00
Other Income	100.00	0.00	100.00	2,400.00	0.00	2,400.00	0.00	0.00
Interest income	64.24	125.00	(60.76)	2,445.20	1,500.00	945.20	1,500.00	0.00
Total Income	164.24	20,455.00	(20,290.76)	253,003.51	245,456.00	7,547.51	245,456.00	0.00
Gross Profit	164.24	20,455.00	(20,290.76)	253,003.51	245,456.00	7,547.51	245,456.00	0.00
Expense								
Administrative expenses	1,567.11	5,571.00	(4,003.89)	55,471.35	63,140.00	(7,668.65)	63,140.00	10,248.33
Capital outlay	0.00	0.00	0.00	21,367.72	21,520.00	(152.28)	21,520.00	152.28
Reserves	24,796.00	2,066.33	22,729.67	24,796.00	24,796.00	0.00	24,796.00	0.00
Cost of collecting Ad Valorem	0.00	250.00	(250.00)	3,043.71	4,800.00	(1,756.29)	4,800.00	1,800.00
Consulting and Professional Fees	6,615.25	11,833.33	(5,218.08)	97,071.57	126,200.00	(29,128.43)	126,200.00	29,128.43
Parking lot expenses	0.00	0.00	0.00	69.99	0.00	69.99	0.00	0.00
Payroll and benefits	0.00	0.00	0.00	3,515.06	3,500.00	15.06	3,500.00	0.00
Uncategorized Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	32,978.36	19,720.66	13,257.70	205,335.40	243,956.00	(38,620.60)	243,956.00	41,329.04
Net Ordinary Income	(32,814.12)	734.34	(33,548.46)	47,668.11	1,500.00	46,168.11	1,500.00	(41,329.04)
Net Income	(32,814.12)	734.34	(33,548.46)	47,668.11	1,500.00	46,168.11	1,500.00	(41,329.04)

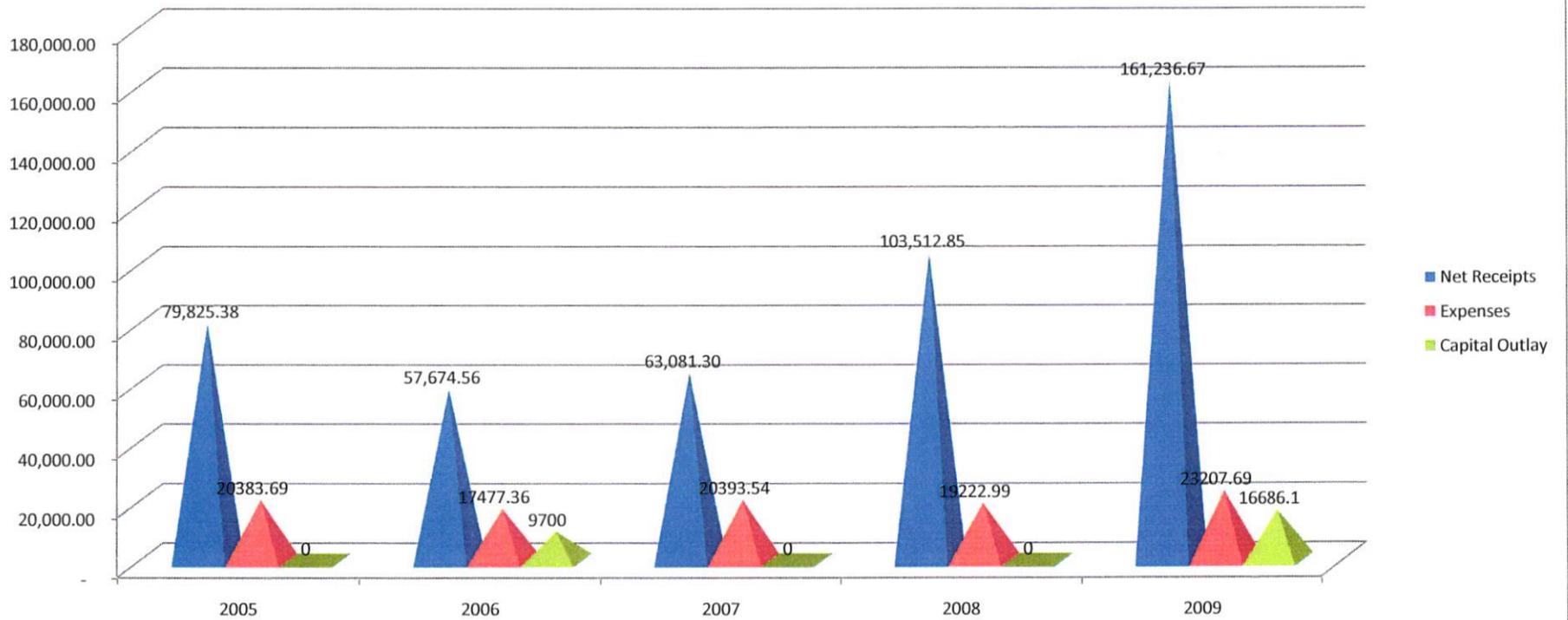
CAPTIVA EROSION PREVENTION DISTRICT  
 CAPITAL PROJECTS  
 BUDGET PERFORMANCE - SUMMARY  
 FOR THE ONE AND TWELVE MONTHS ENDED SEPTEMBER 30, 2009

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
	Actual - Sept 09	Budget-Sept 09	Variance Sept 09	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Grant Income - State	0.00	25,000.00	(25,000.00)	0.00	200,000.00	(200,000.00)	200,000.00	200,000.00
Interest Income	692.14	19,430.77	(18,738.63)	21,209.87	168,500.00	(147,290.13)	168,500.00	147,290.13
Parking lot revenue	10,836.24	7,016.09	3,820.15	170,162.83	95,000.00	75,162.83	95,000.00	0.00
Reserves - General	24,796.00	2,066.33	22,729.67	24,796.00	24,796.00	0.00	24,796.00	0.00
Special Assessments	1,423.00	0.00	1,423.00	656,594.48	463,000.00	0.00	463,000.00	0.00
<b>Total Income</b>	<b>37,747.38</b>	<b>53,513.19</b>	<b>(15,765.81)</b>	<b>872,763.18</b>	<b>951,296.00</b>	<b>(78,532.82)</b>	<b>951,296.00</b>	<b>347,290.13</b>
Expense								
Advertising	0.00	0.00	0.00	2,034.00	2,050.00	(16.00)	2,050.00	16.00
Annual memberships & fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bank service charges	1.00	0.00	1.00	2,284.66	2,300.00	(15.34)	2,300.00	15.34
Beach maintenance	13,770.00	15,000.00	(1,230.00)	24,548.22	110,730.00	(86,181.78)	110,730.00	86,181.78
Blind Pass project	452.00	165,128.32	(164,676.32)	678,825.08	1,350,000.00	(671,174.92)	1,350,000.00	671,174.92
Consultants (CP)	6,977.71	32,376.25	(25,398.54)	118,738.24	346,266.00	(227,527.76)	346,266.00	227,527.76
Cost of Assessment Collections	0.00	83.33	(83.33)	786.54	1,000.00	(213.46)	1,000.00	213.46
Engineering (CP)	0.00	3,333.41	(3,333.41)	19,668.81	35,000.00	(15,331.19)	35,000.00	15,331.19
Insurance	0.00	0.00	0.00	6,094.00	6,100.00	(6.00)	6,100.00	6.00
Parking lot expenses	2,668.97	2,480.48	188.49	32,063.86	35,000.00	(2,936.14)	35,000.00	2,936.14
Rent	0.00	583.33	(583.33)	4,451.72	7,000.00	(2,548.28)	7,000.00	2,548.28
Storage of records	159.00	212.50	(53.50)	2,501.78	2,550.00	(48.22)	2,550.00	48.22
<b>Total Expense</b>	<b>24,028.68</b>	<b>219,197.62</b>	<b>(195,168.94)</b>	<b>891,996.91</b>	<b>1,897,996.00</b>	<b>(1,005,999.09)</b>	<b>1,897,996.00</b>	<b>1,005,999.09</b>
<b>Net Ordinary Income</b>	<b>13,718.70</b>	<b>(165,684.43)</b>	<b>179,403.13</b>	<b>(19,233.73)</b>	<b>(946,700.00)</b>	<b>927,466.27</b>	<b>(946,700.00)</b>	<b>(658,708.96)</b>
Other Income/Expense								
Total Other Expense	0.00	2,441,038.99	(2,441,038.99)	558,961.01	3,000,000.00	(2,441,038.99)	3,000,000.00	2,441,038.99
<b>Net Other Income</b>	<b>0.00</b>	<b>(2,441,038.99)</b>	<b>2,441,038.99</b>	<b>(558,961.01)</b>	<b>(3,000,000.00)</b>	<b>2,441,038.99</b>	<b>(3,000,000.00)</b>	<b>(2,441,038.99)</b>
<b>Net Income</b>	<b>13,718.70</b>	<b>(2,606,723.42)</b>	<b>2,620,442.12</b>	<b>(578,194.74)</b>	<b>(3,946,700.00)</b>	<b>3,368,505.26</b>	<b>(3,946,700.00)</b>	<b>(3,099,747.95)</b>

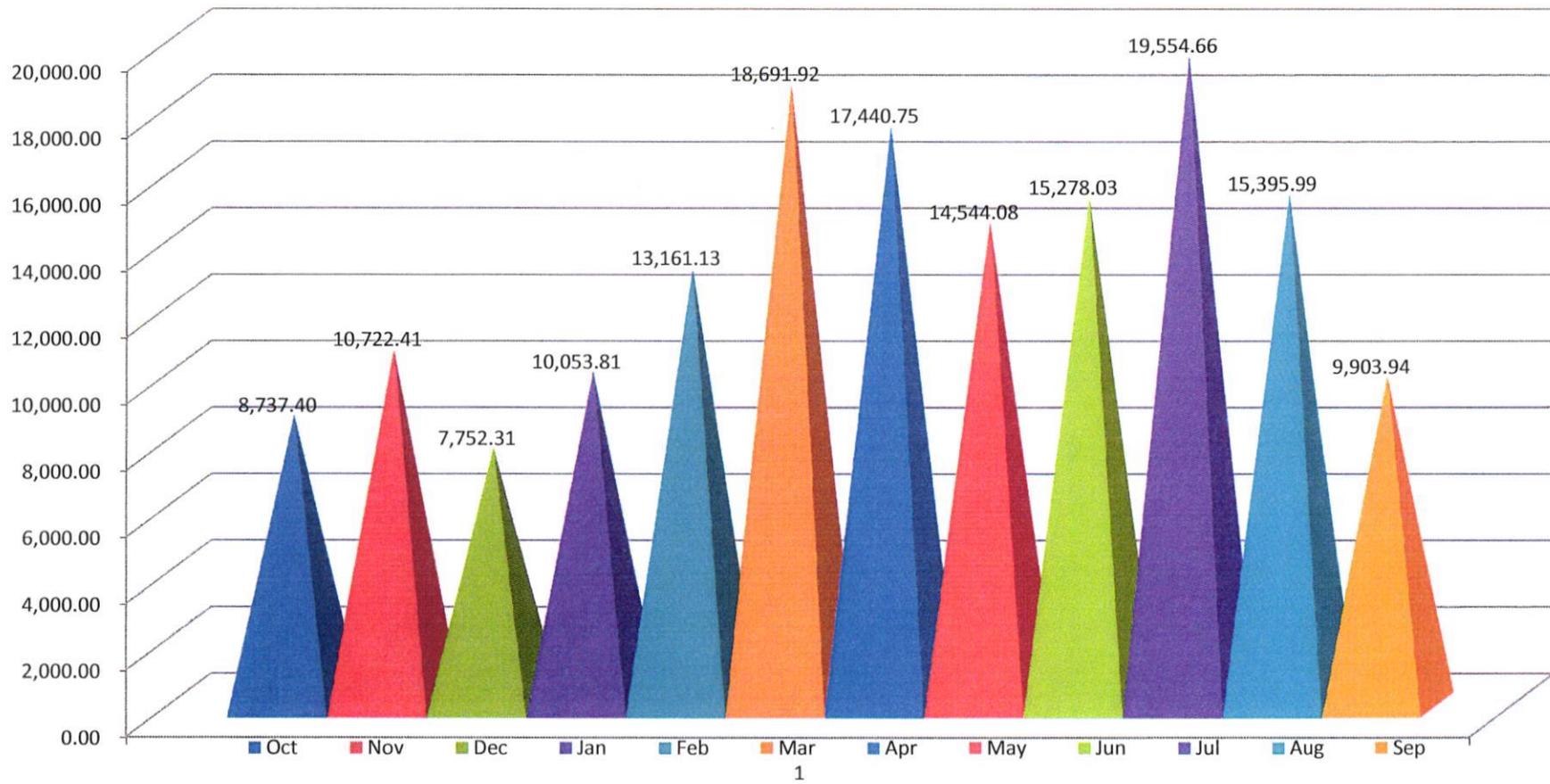
# ANNUAL PARKING LOT REVENUE



### Parking Lot Receipts and Expenditures



# MONTHLY PARKING LOT REVENUE



FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2009

**Interlocal Agreement Fill Quantities**

25,000 C.Y. per year

<b><u>Date</u></b>	<b><u>C.Y. Quantity</u></b>
1996	244,000
2001	20,400
2006	244,630
2008	136,950
<b>Total</b>	<b>645,980</b>
<b>Credit Years</b>	<b>25.8</b>
<b>Credit Date</b>	<b>2021</b>



HOME OFFICE  
2475 LIBRARY WAY  
SANIBEL, FL 33957

PHONE: 239-472-6100

CAPTIVA EROSION  
PREVENTION DISTRICT  
P.O. BOX 365  
CAPTIVA FL 33924-0365

CUSTOMER: 9422

AS OF: 10/30/09

Member  
**FDIC**

PAGE 1

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12 MONTH CERTIFICATE 79004834

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ORIGINAL ISSUE DATE:	11/14/08	INTEREST RATE:	4.3100 %
ORIGINAL ISSUE VALUE:	250,000.00	MATURITY DATE:	11/14/09
		TERM:	12 MONTHS

\*\*\*\*\*  
\* A P P R O A C H I N G R E N E W A L A D V I C E \*  
\*\*\*\*\*

YOUR CERTIFICATE WILL MATURE ON 11/14/09 WITH AN INTEREST PAYMENT OF 953.63. INTEREST PAID SINCE THIS CERTIFICATE WAS OPENED WILL BE 11,009.86. INTEREST WILL BE COMPOUNDED ON A DAILY BASIS. INTEREST WILL BE CREDITED TO YOUR CERTIFICATE MONTHLY. ON 11/16/09, ASSUMING NO OTHER ACTIVITY, THE PROJECTED BALANCE OF YOUR 12 MONTH CERTIFICATE WILL BE 261,009.86. IF THE CERTIFICATE RENEWS, THE NEW MATURITY DATE WILL BE 11/14/10.

IF WE DO NOT HEAR FROM YOU WITHIN 10 DAYS AFTER 11/14/09, WE WILL AUTOMATICALLY RENEW IT FOR THE SAME TIME PERIOD. YOU NEED NOT BRING YOUR CD IN, UNLESS YOU WISH TO ADD TO IT OR MAKE A CHANGE. THE INTEREST RATE AND ANNUAL PERCENTAGE YIELD HAVE NOT YET BEEN DETERMINED. THEY WILL BE AVAILABLE ON 11/14/09. CALL 239-472-6100 FOR RATE AND YIELD INFORMATION.

11-03-09 10:30 RCVD



**DEPARTMENT OF FINANCIAL SERVICES**  
*Division of Treasury – Bureau of Collateral Management*

**PUBLIC DEPOSITOR ANNUAL REPORT TO THE CHIEF FINANCIAL OFFICER**

For the Period Ended September 30, 2009

**Public Depositor (PD) Information**

PD's Full Legal Name: Captiva Erosion Prevention District  
 PD's Mailing Address: P. O. Box 365, Captiva, Florida 33924

PD's Federal Employer Identification Number (FEIN): 59-2349452

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**WE ASSERT** that we are an official custodian of moneys that meet the definition of a public deposit as defined in Chapter 280, Florida Statutes and that such moneys are placed in Qualified Public Depositories (QPDs) unless exempt under the laws of this state. We acknowledge our responsibility for any research or defense required to support such assertion.

**WE VERIFY** that we have:

(1) Performed an annual confirmation of all open public deposit accounts as of the close of business on September 30 for each QPD. All discrepancies found in the confirmation process were reconciled before November 30. Information confirmed included the following:

- a. FEIN of the QPD.
- b. Name on the deposit account record.
- c. FEIN on the deposit account record.
- d. Account number.
- e. Account type.
- f. Actual account balance on deposit.

(2) Confirmed that a current Public Deposit Identification and Acknowledgment Form has been completed for each public deposit account and is in our possession.

(3) Provided as part of this report a separate listing of QPDs at which we have open public deposit accounts. This filing has been completed in the report format prescribed by the Chief Financial Officer, State of Florida for this year.

-----  
**Under penalties of perjury**, I attest that I am authorized to sign on behalf of the Public Depositor identified above, and also declare that I have read the information provided on this Public Depositor Annual Report to the Chief Financial Officer and that the facts stated in it are true to the best of my knowledge and belief.

Authorized Signature for Public Depositor: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: Dave Jensen, Treasurer

Phone: (239) 472-2472 \_\_\_\_\_ Fax: (239) 472-0037 \_\_\_\_\_

Suncom: (\_\_\_\_\_) \_\_\_\_\_ Email: mycepd@gmail.com \_\_\_\_\_

**PUBLIC DEPOSITOR ANNUAL REPORT TO THE CHIEF FINANCIAL OFFICER**

For the Period Ended September 30, 2009 \_\_\_\_\_

**List of Qualified Public Depositories for** Capt iva Erosion Prevention District  
Public Depositor's Full Legal Name

Listed below are the FEIN and name for **all** Qualified Public Depositories at which we have open public deposit accounts, including accounts with zero balances.

FEIN of Qualified Public Depository	Name of Qualified Public Depository
22-1147033	Wachovia Bank, NA

## ASBPA National Conference Trip Report

John Furry of the Army Corp led a four hour workshop on Project Planning and Environmental Protection Statutes – Basic 6 Step Corps Planning Process and NEPA.

### The Army Corps 6 Step Planning Process:

1. Specify the problem and opportunities.
  - a) Problem - What is the existing negative condition? (Something broken, missing???)
  - b) Opportunity – Focus on desirable future condition. Something can be made better. **(Recreation and storm damage reduction is not high on Corps list anymore. High on their list is navigation, flood risk management, ecosystem restoration, and watersheds.)**
2. Inventory and forecast conditions.
  - a) Collect data to define the current condition
  - b) What is the future without project condition?
  - c) Focus on significant resources as determined by statute, science, scoping (sec. 122 RHA-70)
  - d) Be concise
  - e) Something will happen even if the Corps walks away but many project plans lack this information. What will happen? Will the problem persist? Will someone fix it partially? Will values drop? Will the risk to population continue? What clean up and impacts will recur?
3. Formulate alternative plans.
  - a) Doing nothing is always the default plan. What is the future without the project?
  - b) Include mitigation features.
  - c) Consider the full range of actions necessary to implement the project.
  - d) Locally preferred plans are considered **but do not play games. Do not manipulate the purpose, constraints, objectives, data, evaluations, or comparison to make the LPP the recommended plan.**
4. Evaluation of Alternative Plans
5. Comparison of Alternative Plans
6. Selection of the Recommended Plan

### NEPA Process

The NEPA process is a planning process. The Principles and Guidelines and Corps planning processes focus is from the perspective of value added for humans.

NEPA and other enviro laws look at an action from the perspective of the resources being impacted. There are dozens of pertinent laws and directives. The legal requirements of NEPA include such things as:

- a) Identification of significant environmental resources likely to be affected.

- b) Assessment of impacts.
- c) Full disclosure of impacts.
- d) Consideration of full range of alternatives which must include no action.
- e) Consideration of mitigation measures to avoid, minimize, replace or compensate for adverse impacts.
- f) Requires public involvement via workshops, newsletters, and website.

**Robert Dean** led an interesting workshop on beach nourishment including the changes and accomplishments over the last 40 years and the future challenges.

Positive Differences:

- 1) Recognition of the appropriateness of beach nourishment and the minimization of structures.
- 2) Increase in the number of state personnel working on beaches (1 vs. 80+)
- 3) Increase in the number of companies with a primary effort in beaches (0 vs. at least 9).
- 4) Dedicated sources of funding.
- 5) Increased support of elected officials and public.
- 6) Progress in stemming sand losses at inlets.
- 7) Good shoreline position data base.
- 8) Better understanding of economics of recreational beaches.
- 9) Better understanding of storm damage reduction effects of wide beaches.
- 10) Sediment quality significance in project performance now well recognized. **PUT DOWN HIGH QUALITY SAND FOR A GOOD PROJECT).**

Problematic Differences Now

- 1) Lesser percentage of funding now used to nourish beaches.
- 2) Environmental resources of much greater concern.
- 3) Limited quality sand sources.
- 4) Global climate change and accelerated sea level rise now at center stage.
- 5) Greater public expectations in design capabilities and beach aesthetics.
- 6) (Over?) Reliance on numerical models.
- 7) Intensified interest in use of structures.

Addressing These Challenges:

- 1) Funding Issues – Better understand the potential adverse and beneficial effects of beach nourishment. Insist that increased costs are based on good science.
- 2) Sand Issues – Develop procedure to conserve sand (Backpass?)
- 3) Environmental issues – Innovative approaches including legal.
- 4) Global climate changes – Be ahead of the game scientifically in understanding and presenting appropriate expectations. More understanding of coastal geology.
- 5) Over reliance on numerical models – Recognize that Nature present immutable laws with which numerical models must be in accord. Expose coastal engineers to natural setting and good and bad project performance case studies.

**Mike Sole**, the Secretary of the Florida DEP had this to share:

- a) 180 million visit U.S. beaches
- b) There are 825 miles of Florida sandy beaches. Mike reminded us that they need to be managed to keep our beaches healthy.
- c) 48% of Florida beaches are considered critically eroded.
- d) 400 million dollars has been invested in Florida beaches in the last 10 years and 208 miles have been restored. Mike reminded us that local governments have been instrumental in managing our beaches.
- e) There are 60 inlets in Florida. 80% of the erosion events are caused by inlets but inlets serve as an economic engine when open. How to manage inlets will remain a challenge. Better inlet strategies are needed.
- f) As it relates to funding, we need to give inlets more significance.
- g) We need more conservation of sand – “Are we getting every ounce of sand from dredging put back on the beach?”

### **INLETS HAVE GAINED GREAT SIGNIFICANCE.**

**John Lee's** presentation on the effects of Hurricane Ike had a clear message. The new building codes and wide beaches lessened the effect of the hurricane. I have a copy of John's presentation. The pictures tell a story. It is clear that the areas with wide beaches experienced less damage.

**Tom Campbell** discussed sea level rise. According to Tom, a small portion of erosion on nourished beaches is due to sea level rise. But, according to a recent study by Nicole Elko, “nourishment would continue to be cost effective even with the higher estimates for sea level rise.” In order to manage for climate change and accelerating sea level rise we will need to find future sand sources for the increase in nourishment needs and we need to adjust nourishment designs each decade to address measured sea level and erosion rates.

**“...every \$1 of tax money spent of federally restored beaches, \$4 is saved in reduced damages to home, businesses and the government...government earns about \$320 in tax revenues for every \$1 spent on beach nourishment...” Col. Al Pantano, District Commander, USACE Jacksonville**

**St. Joseph Peninsula** presented a fun and informative presentation on their last project. Prior to the project their beach erosion plan was:

“Buy inland lot when purchasing gulf front home...after storm move home to vacant lot...repeat as necessary”.

Their presentation included ideas for gaining public support. I also have a copy of this presentation.

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into as of the 3rd day of June, 2009, by and between the **CAPTIVA EROSION PREVENTION DISTRICT**, a Special District organized and operating pursuant to the laws of the State of Florida, with a business address of Celebration Center, 11513 Andy Rosse Lane, Unit #3, Captiva, FL 33924 ("CEPD") and **PARTNERS IN PROGRESS, INC.** a New York corporation with a business address of 118 Brighton Way, Merrick, NY 11566 ("Consultant").

### WITNESSETH:

**WHEREAS**, Consultant provides professional management, administrative and other specialized services; and

**WHEREAS**, CEPD desires to retain the Consultant for the purpose of providing professional management services to CEPD, subject to the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Retention of Consultant.**

(a) Subject to the terms and conditions of this Agreement, CEPD hereby retains Consultant to provide the Services (hereinafter defined) commencing on June 3, 2009 (the "Commencement Date") and Consultant hereby agrees to provide the Services to CEPD. For purposes hereof, the "Services" shall mean the exercise and discharge of all of the duties and responsibilities as set forth in the Scope of Services which is attached hereto as Exhibit "A" and incorporated herein by reference.

(b) Beginning on the Commencement Date and continuing during the Term (hereinafter defined), Consultant shall perform the Services in compliance with all applicable federal, state and local laws associated with the position of Administrator of a Florida Special District.

(c) CEPD reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant to assist Consultant. Prior to engaging the services of subconsultants, Consultant shall obtain written approval from CEPD. If a subconsultant fails to perform or make

progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, Consultant shall promptly do so, subject to acceptance of the new subconsultant by CEPD.

(d) Services of Consultant are defined in the attached Scope of Services, which was developed and approved by the CEPD Board of Commissioners and support the attainment of CEPD objectives. Services of Consultant shall be under the general direction of the Chair of the CEPD Board or his designee, who shall act as CEPD's representative during the term of this Agreement.

(e) CEPD may request a change to the Scope of Services, attached to this document, by providing Consultant with the request in writing. Consultant will evaluate the change request and inform CEPD of any changes required to Fee and Expenses as defined in Section 3. Scope of Services will only be formally changed upon written and signed agreement to do so by both CEPD and Consultant.

### **3. Fee and Expenses.**

(a) In return for the Services, Consultant shall be entitled to receive from CEPD a flat fee of Fifty Thousand Dollars (\$50,000) payable as follows:

- \$12,500 upon presentation of the first 20 Standard Operating Procedure (SOP) drafts
- \$12,500 upon presentation of the remainder of the SOP drafts
- \$12,500 upon finalization and sign off of the first 20 SOPs by the CEPD Board
- \$12,500 upon finalization and sign off of the remainder of the SOPs by the CEPD Board

Consultant shall submit an invoice for each installment of the Fee as it becomes payable by CEPD. Payment is due upon receipt and is past due seven (7) business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify the Consultant within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the Consultant's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein. A finance charge of 0.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, the Consultant may suspend performing further work.

(b) The obligations of CEPD under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the CEPD Board in its budget adoption process.

(c) Commencing on the Commencement Date and throughout the Term hereof, CEPD shall make available to Consultant, at no charge, offices, facilities, equipment and supplies, as well as the services of subcontractors reporting directly to the CEPD Board, as appropriate to enable Consultant to perform the Services defined in the attached Scope of Services.

**4. Term: Termination.**

(a) The CEPD may terminate this Agreement at any time, without regard to any breach hereof by Consultant and without any liability or obligation to Consultant, upon one hundred eighty (180) days prior written notice. Consultant may terminate the Term of this Agreement at any time, without regard to any breach hereof by the CEPD and without any liability or obligation to the CEPD, upon one hundred eighty (180) days prior written notice to the Chair of the CEPD Board. Consultant can, upon ten (10) days written notice, cancel contract for non-payment exceeding 60 days, provided CEPD have been given 30 days notice of cure. The rights and obligations of the CEPD and Consultant that arise prior to expiration of the Term, including the CEPD's obligation to pay to Consultant any earned and unpaid portion of the Fee and Supplemental Fee, shall survive any termination or expiration of the Term of this Agreement.

**5. Disputes**

The Consultant and CEPD recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties agree to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Failing resolution of conflicts at the organizational level, the Consultant and CEPD agree that any remaining conflicts arising out of or related to this Agreement shall be submitted to nonbinding mediation unless the Consultant and CEPD mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

**6. Representations of Consultant and CEPD.**

(a) Consultant hereby represents and warrants that (i) it is a New York corporation, duly organized, existing and in good standing under the laws of the State of New York and is authorized to do business in the State of Florida (ii) it has the legal power and authority to enter into this Agreement and that the execution, delivery and performance of this Agreement has been duly

authorized by Consultant; and (iii) it has the professional expertise, experience and personnel to enable it to perform the Services.

(b) CEPD hereby represents and warrants that (i) it is duly organized and validly existing as a Special District of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement; and (iii) the execution, delivery and performance of this Agreement has been duly authorized by the CEPD Board.

## **7. Relationship of Parties**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Consultant is an independent contractor under this Agreement and not the CEPD's employee for any and all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the CEPD, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Consultant or other Consultant personnel and the CEPD, and the CEPD will not be liable for any obligation incurred by Consultant or other Consultant personnel, including but not limited to unpaid minimum wages and/or overtime premiums.

## **8. Insurance Requirements**

(a) Consultant shall not commence performance hereunder until all insurance required herein has been obtained and such insurance has been confirmed by the CEPD, nor shall Consultant allow any Subconsultant to commence work on his subcontract until all similar such insurance required of the Subconsultant has been obtained and approved.

(i) Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Board Chairman upon acquisition of said insurance by Consultant. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CEPD. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

(ii) Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in the event, Consultant shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. Consultant shall not commence nor continue to provide any Services or Supplemental Services pursuant to this Agreement unless all required insurance remains in full force and effect. Consultant shall be liable to CEPD for any lapses in service resulting from a gap in insurance coverage.

(b) Consultant shall obtain and maintain the following minimum insurance, if such insurance is determined to be warranted or required:

(i) Comprehensive General Liability insurance to cover liability bodily injury and property damage, with each occurrence limits of not less than One Million Dollars (\$1,000,000), personal injury and advertising injury liability of not less than Three Hundred Thousand Dollars (\$300,000), and general aggregate of not less than Three Hundred Thousand Dollars (\$300,000).

(ii) Workers' Compensation in accordance with statutory requirements.

(iii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) Consultant shall name the CEPD as an additional insured on each of the warranted and required policies described herein, and provide a certificate of insurance to the CEPD evidencing such coverages.

## **9. Standard of Care**

(a) Consultant represents to CEPD that Consultant is possessed of that level of skill, knowledge, experience, and expertise that is commensurate with management firms in the areas of practice required under this Agreement. Consultant acknowledges that CEPD has relied on Consultant's representations of skill, knowledge, experience, and expertise. By executing this Agreement, Consultant agrees that Consultant will exercise that degree of care,

knowledge, skill, and ability as other management firms possessing the degree of skill, knowledge, experience, and expertise which Consultant has claimed. Consultant shall perform such duties as defined in the Scope of Services without neglect. Consultant accepts the relationship of trust and confidence established by this Agreement, and covenants with CEPD to cooperate with CEPD and to utilize Consultant's best skill, efforts, and judgment commensurate with management firms in the areas of practice required for this Agreement. Consultant agrees to perform each assignment in an efficient and economical manner consistent with the CEPD's interest.

(b) Consultants acknowledge that CEPD is a government entity, and that the Board of the CEPD is subject to certain Florida Statutes, including Chapter 119, Public Records Act and Chapter 287 Government in the Sunshine. Consultant agrees to perform its obligations under this Agreement in such a manner as to ensure that the obligations of Board of the CEPD under these statutes are in no way abridged or compromised. Additionally, the Consultant agrees that its employees shall be governed by the terms of Chapter 112, Code of Ethics for Public Employees in their performance of obligations under this Agreement.

**10. Cooperation.**

CEPD will cooperate with Consultant in taking actions and executing documents in a timely and accurate fashion, to achieve the objectives of this Agreement. CEPD agrees that the Consultant's performance is dependent on CEPD's timely and effective cooperation with the Consultant. However, Consultant acknowledges that CEPD is a government entity and as such is subject to certain notice and public hearing requirements that may result in delays in taking such actions. The parties agree that such governmental requirements must be taken into consideration in scheduling deadlines for obligations of the Consultant. Accordingly, CEPD acknowledges that any unscheduled delay by CEPD may result in the Consultant being released from any obligation or scheduled deadline or in Client having to pay extra fees for the Consultant's agreement to meet a specific obligation or deadline despite the delay.

**11. Non-discrimination**

CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

**12. Indemnification**

(a) Consultant hereby indemnifies and holds harmless the CEPD, its elected and appointed officers, agents and employees from and

against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the CEPD, its elected and appointed officers, agents and employees arising out of or resulting from the grossly negligent acts, or willful or fraudulent conduct of Consultant or other Consultant Personnel performing the Services and/or Supplemental Services or otherwise arising from this Agreement.

CEPD hereby indemnifies and holds harmless Consultant, its elected and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the CEPD, its elected and appointed officers, agents and employees arising out of or resulting from the grossly negligent acts, or willful or fraudulent conduct of any party other than Consultant Personnel performing the Services and/or Supplemental Services arising from this Agreement.

(b) Each party acknowledges the receipt of Ten Dollars (\$10.00) and other good and valuable consideration as the specific consideration for the indemnities provided by each party herein.

(c) The provisions of this Section shall survive the termination or expiration of the Term of this Agreement.

**13. Ownership of Documents**

Any and all documents, records, disks, or other information produced or prepared by Consultant pursuant to this Agreement shall become the property of CEPD for any lawful use and/or distribution. A copy of all documents and other information received by or produced by Consultant pursuant to this Agreement shall be maintained in the offices of the CEPD.

**14. Records and Audits**

Consultant shall maintain adequate records to justify all charges and costs incurred in performing the Services and Supplemental Services for at least three (3) years after completion of this Agreement. CEPD shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal working business hours at Consultant's place of business.

**15. Miscellaneous**

(a) *Notices.* Any and all notices permitted or required to be made under this agreement shall be in writing, signed by the party giving such notice and shall be delivered personally, telecopied, telexed, or sent by certified mail or overnight mail via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery, telecopy or telex or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice. For the purposes of this Agreement the address of the CEPD and Consultant shall be as follows:

To Consultant:  
Robert Gray, President,  
118 Brighton Way  
Merrick, NY 11566

To CEPD:  
Michael Mullins  
Chairman, Board of Commissioners  
Captiva Erosion Prevention District  
11513 Andy Rosse Lane  
Unit #3  
Captiva, FL 33924

Or to such other address or such other person as any party shall designate, in writing, to the other for such purposes and in the manner hereinabove set forth.

(b) *Amendment.* The parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change (collectively, "Amendment") of this Agreement shall be valid and effective, unless the CEPD and Consultant shall agree in writing.

(c) *No Waiver.* No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(d) *Headings.* The headings set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

(e) *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, and

any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Lee County, Florida.

(f) *Legal Representation.* It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

(g) *No Contingent Fees.* Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CEPD shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

(h) *Assignment.* This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of CEPD.

(i) *Records.* Both Parties shall keep, maintain and preserve books and records for the required retention periods, as provided by Ch. 119, F.S. as amended from time to time.

(j) *Exhibits.* Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

(k) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

(l) *Provisions Severable.* This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the State of Florida. If any provision of this Agreement, or the application hereof to any person, entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby, but rather shall remain in full force



BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ of Partners in Progress, Inc., and acknowledged execution of the foregoing Agreement as the duly authorized official of Partners in Progress, Inc., to executed same, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

### SCOPE OF SERVICES

**The following Scope of Work shall constitute the general responsibilities of the Consultant:**

Consultant shall draft standard operating procedures for each of the CEPD Administrative functions listed below, review, revise and finalize those standard operating procedures with the CEPD Board of Commissioners, and obtain sign-off from the Board of Commissioners on each standard operating procedure. Each standard operating procedure shall include an overview description of the administrative function, the steps that must be followed to perform the function, a definition of the deliverable(s) to be produced as a result of the successful performance of the function, the timing and schedule for performing the function, the participants in the procedure along with their roles and responsibilities relative to that procedure, the performance measures for the function and the definition of success criteria for the function. The procedures shall be completed within 12 months of the contract for this engagement being signed.

Process Name	Process Overview	Key Participants	Process Frequency
<b>Physical Environment Maintenance</b>			
Parking Lot Management • Meter Collection & Deposit • Machine maintenance • Parking Lot Maintenance • Sales Tax Reporting • Supplies Ordering	South Seas granted an easement to CEPD that allows CEPD to run a parking lot facility by the Alison Hagerup Beach Access. The parking lot facility has 25 parking spaces and a parking meter. The parking lot facility has to be physically maintained, the parking meter has to be maintained in good working order, money deposited into the parking meter has to be collected from the meter and deposited into the CEPD bank account, and supplies have to be ordered for the parking meter to support parking meter maintenance. This should be broken down into several processes.	CEPD Administration  CEPD Meter Collection and Maintenance Agent	Ongoing
Physical Beach Inspection	On a monthly basis, the entire gulf-side beach should be physically inspected and an inspection report produced noting the observations made during the inspection.	CEPD Administration  Captiva Residents	Monthly, and immediately after a storm

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Beach Clean-up Coordination	Captiva residents often call CEPD when they notice debris on the beach or in the water near the beach (this debris may include red tide debris, red algae debris, shipwreck debris, etc.). CEPD has traditionally coordinated the debris clean up with appropriate public and private agencies.	CEPD Administration	Ad Hoc
<b>Office Administration</b>			
Incoming E-mail Processing	e-mail that is sent to CEPD must be opened and routed to the appropriate party for action.	CEPD Administration	Ongoing
Incoming Telephone Call Processing	All telephone calls coming into the CEPD offices are recorded by a voice mail system. Those incoming voice recordings must be routed to the appropriate party for action.	CEPD Administration	Ongoing
Incoming Regular Mail Processing	Hard copy mail sent to the CEPD PO box, or received at the CEPD office, must be scanned into electronic format, then routed to the appropriate party for action.	CEPD Administration	Ongoing
Office Visit Support	Visitors who walk into the CEPD offices must be greeted and the purpose of their visit must be ascertained. Contact information for the visitor must be obtained and appropriate action taken to fulfill the purpose of their visit, to the extent possible.	CEPD Administration	Ongoing
Calendar Maintenance	Important dates must be recorded in the appropriate CEPD Calendar so that they appear in the CEPD Master Calendar view. (This is probably a part of other processes and not a stand alone process in itself, but will be left in the inventory until that proves to be the case).	CEPD Administration	Ongoing
Office Supply Maintenance	Supplies for the CEPD offices (paper, pens, diskettes, etc.) must be ordered when the inventory for those supplies runs low or if the need for a new type of office supply is identified.	CEPD Administration	Monthly
CEPD Office Opening and Closing	This procedure provides a checklist of activities that must be performed when opening or closing the CEPD offices (e.g., locking and unlocking the CEPD offices and the building, turning lights on and off, managing the thermostat, etc.)	CEPD Administration	Daily
Status Reporting	Weekly status reporting, using the standard CEPD status reporting template, must be performed by the CEPD administrators as well as monthly "dashboard" status reporting to the Board meeting.	CEPD Administration	Weekly, Monthly
Holiday Card Distribution	During the end of year holiday season, CEPD will send holiday cards to the people on the CEPD contact list and to other people identified by the CEPD Board	CEPD Administration	Annually

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Offsite Storage Management	CEPD paper document archives are stored on the mainland, off of Captiva Island. These procedures will describe how to deposit documents into, and check documents out of, the offsite storage facility.	CEPD Administration	As required
CEPD Contact List Maintenance	The CEPD contact list must be kept up to date with the names and contact information of all of the people and organizations with whom the CEPD interfaces.	CEPD Administration	As required
Expense Reimbursement	CEPD Board members and their agents may, from time to time, use personal funds to pay for CEPD expenses. This procedure describes the method by which those funds will be reimbursed.	CEPD Administration	As required
Time Sheet Accounting	Any personnel working for the CEPD, whether vendor personnel or personnel working directly for the CEPD, who is paid by the CEPD based on the amount of time that they put in to provide services to CEPD, must complete a timesheet at the end of every week accounting for the way in which their time was used.	CEPD Administration	Weekly
Key and Password Maintenance	A copy of every metal key, card key, computer key and password owned by CEPD must be maintained in a secure physical location. An inventory of personnel to whom copies of any of those keys have been given, must be kept up to date.	CEPD Administration	Ongoing
Continuous Quality Improvement	CEPD must continuously examine, evaluate and adjust its operating procedures to ensure the highest levels of quality are delivered to its customers, both internal and external.	CEPD Administration	Ongoing
<b>Financial Processing</b>			
General Ledger Maintenance Support	Appropriate debit and credit transactions must be posted to the CEPD General Ledger to ensure CEPD financial activity and balances are accurately reflected. CEPD Administrative staff will support the CEPD Accountant / Bookkeeping Subcontractor in the efforts to do so.	CEPD Accountant / Bookkeeper Subcontractor CEPD Administration	Weekly
Accounts Payable Processing Support	Invoices received from CEPD suppliers must be validated against orders and supplier payments must be generated on a timely basis so as to avoid late payment charges. CEPD Administrative staff will support the CEPD Accountant / Bookkeeping Subcontractor in the efforts to do so.	CEPD Accountant / Bookkeeper Subcontractor CEPD Administration	Monthly

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Accounts Receivable Processing Support	CEPD must generate invoices to parties from whom monies are due and ensure the timely collection of invoice amounts, as well as the levying of late payment charges as appropriate. CEPD Administrative staff will support the CEPD Accountant / Bookkeeping Subcontractor in the efforts to do so.	CEPD Accountant / Bookkeeper Subcontractor  CEPD Administration	Monthly
Outside Audit Support	On an annual basis, a 3 <sup>rd</sup> party audit is conducted by an accounting firm that does not perform any other work for CEPD. CEPD must comply with that firm's requests for books and records, financial transaction and balance details, and answers to questions. CEPD Administrative staff will support the CEPD Accountant / Bookkeeping Subcontractor in the efforts to do so.	CEPD Accountant / Bookkeeper Subcontractor  CEPD Administration	Annual
Funds Availability Forecasting Reporting Support	CEPD liquidity must be monitored and reported on as it relates to the need for funds to pay budgeted and unbudgeted expenses. CEPD Administrative staff will support the CEPD Accountant / Bookkeeping Subcontractor in the efforts to do so.	CEPD Accountant / Bookkeeper Subcontractor  CEPD Administration	Monthly
Fiscal Reporting Support	Various fiscal reports must be defined, designed and then produced on a regular basis for review by the CEPD Board and administrative staff. CEPD Administrative staff will support the CEPD Accountant / Bookkeeping Subcontractor in the efforts to do so.	CEPD Accountant / Bookkeeper Subcontractor  CEPD Administration	Monthly
Bank Statement Reconciliation Support	CEPD checking and savings account statements must be reconciled to the CEPD subledgers for checking and savings when those statements are received. CEPD Administrative staff will support the CEPD Accountant / Bookkeeping Subcontractor in the efforts to do so.	CEPD Accountant / Bookkeeper Subcontractor  CEPD Administration	Monthly
Proposed Expenditure Review Processing Support	Expenditures being considered by the CEPD that are more than \$x, must be reviewed by CEPD financial administration and an analysis report for that proposed expenditure must be delivered to the Board for their consideration. CEPD Administrative staff will support the CEPD Accountant / Bookkeeping Subcontractor in the efforts to do so.	CEPD Accountant / Bookkeeper Subcontractor  CEPD Administration	Ad Hoc
<b>Board Support</b>			

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CEPD Regular Board Meeting Support	The schedule for CEPD Board meetings must be published at the start of the Calendar year. For each Board Meeting, the agenda must be established, a documentation package that supports the agenda must be put together and distributed to Board Members, the meeting space must be physically set up, minutes of the meeting must be taken, and those minutes must be posted to the website within a specified time frame. Additional documentation distribution may take place once the meeting has been held (e.g., Board resolutions). In addition, CEPD Administration may be called upon to facilitate a Board Meeting and/or report on strategic and tactical initiatives.	CEPD Administration CEPD Commissioners	Monthly
Other CEPD meeting support	There are other types of CEPD meetings that must also be supported (e.g., emergency Board meetings, sub-committee meetings, public hearings). The support for those meetings include the same type of support required for Regular Board Meetings with the addition that the meetings must be noticed publicly.	CEPD Administration CEPD Commissioners	Ad Hoc
Administrative Assistance to CEPD Board Members	The fulfillment of administrative assistance requests from CEPD Board Members must be tracked and reported on.  CEPD Administrative staff must provide ad-hoc support to the CEPD commissioners, such as working on a special project at the direction of a commissioner, finding a piece of information or documentation that the commissioner requests, providing general administrative support to a commissioner (taking minutes of subcommittee meetings, preparing materials for distribution), sitting in on a teleconference, and other activities.	CEPD Administration CEPD Commissioners	Ad Hoc
Election Support / Appointment Support	A CEPD Commissioner is elected to a seat on the CEPD Board for a three year term. Elections are held at the end of each Commissioners term to fill the seat for the next term. To support that election, candidates must provide notice of their intent to run, those candidates must be placed on the ballot, the election must be held and the results reported.	CEPD Administration CEPD Legal Subcontractor CEPD Commissioners	Election Years
<b>Legal Processing</b>			

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Legal Coordination	The request for a legal opinion or review must be tracked, coordinated with the appropriate CEPD legal advisor, and the results of that request must be forwarded to the appropriate parties, as well as recorded in CEPD files.	CEPD Administration CEPD Commissioners	Ad Hoc
Public Notice Placement	Certain CEPD meetings, events and deliverables need to be publicly noticed. (This is probably a part of other processes and not a stand alone process in itself, but will be left in the inventory until that proves to be the case).	CEPD Administration CEPD Legal Subcontractor	Ad Hoc
<b>Compliance Filings</b>			
Tax Roll Processing Support	On an annual basis, the CEPD tax roll must be updated and then forwarded to the Lee County Tax Collector. The CEPD Administrative staff will support the CEPD Economist Subcontractor and the CEPD Accountant/Bookkeeper Subcontractor in their efforts to do so.	CEPD Economist Subcontractor CEPD Accountant / Bookkeeper Subcontractor CEPD Administration	Annual
Annual Budget Processing Support	On an annual basis, the CEPD General Fund and Capital Projects budgets for the next fiscal year must be developed and adopted by the CEPD Board at a Board Meeting, along with a millage rate. The CEPD Administrative staff will support the CEPD Accountant/Bookkeeper Subcontractor and the CEPD Commissioners in their efforts to do so	CEPD Accountant / Bookkeeper Subcontractor CEPD Commissioners CEPD Administration	Annual
Assessment Processing	The local share of each beach renourishment project must be apportioned to the Captiva property owners when the costs for that project are finalized and the local cost share can be calculated. The property owners must be informed of their apportionment \$ amounts and those \$ amounts must be collected from the property owners; in a lump sum at the time of apportionment, or through the Lee County Tax Assessor if the property owner chooses to amortized the \$ amount over a 7 year period; or outstanding apportionment balances must be calculated and collected upon the sale of the property. CEPD Administrative staff will support the CEPD Economist Subcontractor, CEPD Accountant / Bookkeeping Subcontractor and CEPD Commissioners in their efforts to do so.	CEPD Economist Subcontractor CEPD Accountant / Bookkeeping Subcontractor CEPD Commissioners CEPD Administration	TBD
Filing of Public Depositor Annual Report	On an annual basis, the CEPD is required to file a Public Depositor Annual Report with the state of Florida.	CEPD Administration	Annual

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<b>Public Relations</b>			
Website Management	With the aid of the CEPD webmaster, CEPD administration is responsible for coordinating updates to the website, including the timely update of the website with minutes of Board Meetings.	CEPD Administration CEPD Webmaster	Ongoing

**CEPD Referendum Schedule**

		<b>State</b>	<b>Local</b>	<b>Total</b>
November-December 2009	Approve Contracts Complete 3 year Monitoring Report Collect Data			\$61,000
January-March 2010	Prepare Renourishment Engineering Rpt. Set-Up and Run Storm Recession Model	\$5,589 \$5,372	\$12,411 \$11,928	\$18,000 \$17,300
February-March 2010	Conduct Winter Recreation Survey	\$6,210	\$13,790	\$20,000
April-June 2010	Set Up & Run Storm Damage Prevention Benefits Model	\$11,489	\$25,512	\$37,000
July 6, 2010	Signed Resolution must be in to Elections Office			
August 2, 2010	Ballot Wording must be in to Elections Office			
June-August 2010	Prepare Benefits Report & Complete Tentative Assessment	\$6,210	\$13,790	\$20,000
September-Oct. 2010	Review Tentative Assessment Apportionment Meetings		Cost of professional staff	
November 2010	Referendum			
	Bond Attorney		\$20,000	\$20,000

	<b><u>Ashley &amp; Brown</u></b>	<b><u>Bowman &amp; Bowman</u></b>	<b><u>Stroemer</u></b>
<b><u>Fees</u></b>	2008 - \$9,460 2009 - \$9,460 2010 - CPI	2008-not to exceed \$10,000 2009-not to exceed \$7,500 2010-not to exceed \$7,500	2008-not to exceed \$9,500 2009: not to exceed \$7,200 2010: not to exceed \$7,200
<b><u>Timeline</u></b>	11/12/09 to draft early Dec.	Begin business day after receipt of engagement. Finish within 60 days	Begin Dec. 1 Final by 2/15/10
<b><u>Government Audits</u></b>	City of Bonita City of Sanibel City of Punta Gorda Tice Fire Lee County Mosquito Lee County Hyacinth	Florida DOR Sales Tax Audit SEC Audits  Comprehensive Annual Finance Report for Lee County, Bonita, Ft. Myers, Collier County  Served on special review committee for Government Finance Officers Association  State of Ohio Audit Dept.	Captiva Fire District Ft. Myers Beach Fire Collier Mosquito Hendry County Upper Captiva Fire
<b><u>Auditor(s)</u></b>	up to 5	Larry Bowman - partner Rose Bowman - partner	John Stroemer-partner Mike Miller-Partner Jessica Sechrist-Audit Manager Keith Wheeler-Team Member
<b><u>Experience</u></b>	up to 30 years	15 years	7-28 years
<b><u>CEPD Interview</u></b>	yes	yes	yes
<b><u>Contact</u></b>	Don Ashley 941-639-6600	Larry Bowman 939-2301	Mike Miller 433-1002

	<b><u>Ashley &amp; Brown</u></b>	<b><u>Bowman &amp; Bowman</u></b>	<b><u>Stroemer</u></b>
<b><u>Fees</u></b>	2008 - \$9,460 2009 - \$9,460 2010 - CPI	2008-not to exceed \$10,000 2009-not to exceed \$7,500 2010-not to exceed \$7,500	2008-not to exceed \$9,500 2009: not to exceed \$7,200 2010: not to exceed \$7,200
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