



May 2024 Board Meeting

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Please follow page numbers on top right corner



Board Meeting Agenda

Date: Monday, May 13th, 2024

Time: 1:00 P.M.

Location: Captiva Civic Association, 11550 Chapin Lane, Captiva, Florida, 33924

Via Zoom: <https://us02web.zoom.us/j/88673774865>

Telephone: +1 (305) 224-1968

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
 - A. April 8th, 2024, Board Meeting
- 4. General Public Comments – Limit 3 minutes per person**
- 5. Changes to the Agenda**
- 6. Financial Reports**
- 7. Administrative Update**
 - A. Referendum Update
 - B. TDC Recommendation Update
- 8. Old Business**
 - A. Becker Update
 - B. APTIM Update
 - I. Bayside Adaptation
 - II. Beach Nourishment
- 9. New Business**
 - A. APTIM
 - I. Annual Monitoring Survey and Report
 - II. Local Government Funding Request
 - B. Public Resources Advisory Group Proposal
- 10. Commissioner Comments**
- 11. Adjournment**

In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring any additional reasonable accommodation to participate in this meeting should call the CEPD office at phone 239.472.2472 or email a written request to mycepd@mycepd.com. One or more elected or appointed local government officials, including but not limited to the Captiva Erosion Prevention District, may be in attendance at this meeting. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law

does not require the CEPD to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense.



April 2024 Board Meeting Minutes

1. Call to Order – See Video (00:00:00)

Vice Chairman Miville called to order the April Board Meeting for the Captiva Erosion Prevention District at approximately 1:00 PM on Monday April 8th, 2024.

2. Roll Call – See Video (00:00:20)

Commissioners:

- Seat 1, John Wade, Chairman (Present Remotely)
- Seat 2, Rene Miville, Vice Chairman (Present)
- Seat 3, Bob Walter, Commissioner (Present)
- Seat 4, Linda Laird, Secretary (Not Present)
- Seat 5, Richard Pyle, Treasurer (Present)

Commissioner Walter motioned to vote to allow Chairman Wade to appear remotely and Vice Chairman Miville seconded the motion. The motion passed 3-0.

CEPD Staff:

- Daniel Munt, Executive Director (Present)
- John Riegert, Deputy Director (Present)
- Ralf Brookes, CEPD Attorney (Present)

3. Approval of Minutes – See Video (00:01:10)

A. April 8th, 2024, Board Meeting

Vice Chairman Miville made a motion to dispense with the reading and approve the minutes as written and Chairman Wade seconded the motion. The motion passed unanimously.

4. General Public Comments – See Video (00:02:30)

Richard Levinson made a public comment about his assessment from the 2021 project.

Susie Henry made a public comment about public visitors trespassing on her property.

Secretary Laird entered the meeting at this time.

5. Financial Reports – See Video (00:02:30)

Treasurer Pyle made a brief statement regarding the financials.

6. Changes to the Agenda – See Video (00:23:15)

New Business and Financial Reports were switched and APTIM made their update after the 5/3 Bond Selection Proposal in the interest of participants schedules.

7. New Business – See Video (00:25:05)

A. 5/3 Bond Placement Proposal

Representatives from 5/3 bank proposed to assist the CEPD in their bond placement. No vote was taken on this item.

8. Old Business – See Video (00:55:45)

A. APTIM Update

Nicole Sharp from APTIM updated the board on the timeline for the bid opening on April 19th.

B. Becker Update

Executive Director Daniel Munt provided a proxy update for the lobbyists report.

9. Administrative Update – See Video (01:05:10)

A. Referendum Update

Executive Director Munt updates the board regarding the upcoming referendum.

B. Tidal Gauge

Executive Director Munt updated the board that the Tidal Gauge sensor has been acquired and that it will be installed at McCarthys' Marina.

C. Beach Cleanup and Tilling

Executive Director Munt updated the board on the regular beach maintenance that is required by permit.

D. Andy Rosse Kayak Launch

Executive Director Munt and Deputy Director Riegert provided an update to the board on ongoing discussions with Lee County Parks and Recreation.

10. Commissioner Comments – See Video (01:29:00)

Commissioners provided brief comments.

11. Adjournment – See Video (01:29:15)

Chairman Wade motioned to adjourn the meeting and Secretary Laird seconded the motion. The motion passed unanimously.

In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring any additional reasonable accommodation to participate in this meeting should call the CEPD office at phone 239.472.2472 or email a written request to mycepd@mycepd.com. One or more elected or appointed local government officials, including but not limited to the Captiva Erosion Prevention District, may be in attendance at this meeting. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the CEPD to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense.

Captiva Erosion Prevention District
General Fund - Budget Performance Summary
For the Seven Months Ended April 30, 2024

	(A) Actual - April '24	(B) Budget - April '24	(C) Actual - April '23	(D) Budget - April '23	(E) Actual YTD	(F) YTD Budget	(G) YTD Variance	(H) Annual Budget	(I) Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	\$ 18,982.21	\$ 20,000.00	\$ 54,007.87	\$ 54,245.83	\$ 437,821.59	\$ 465,000.00	\$ (27,178.41)	\$ 578,066.00	\$ 140,244.41
Interest Income	2,336.53	1,666.67	311.11	12.50	14,985.44	11,666.67	3,318.77	20,000.00	5,014.56
Other Income	505.38	416.67	236.35	416.67	6,771.61	2,916.67	3,854.94	5,000.00	(1,771.61)
Total Income	21,824.12	22,083.33	54,555.33	54,675.00	459,578.64	479,583.33	(20,004.69)	603,066.00	143,487.36
Expense									
Administrative Expenses	7,181.94	7,125.00	6,116.42	7,916.66	54,550.80	65,633.00	11,082.20	101,500.00	46,949.20
Cost of Collecting Ad Valorem	379.65	400.00	1,080.16	1,708.34	13,932.17	19,000.00	5,067.83	20,000.00	6,067.83
Wages	11,476.08	12,333.33	9,970.52	12,500.00	80,423.69	86,333.33	5,909.64	148,000.00	67,576.31
Professional Fees	0.00	2,916.67	1,550.00	2,916.67	9,750.00	20,416.67	10,666.67	35,000.00	25,250.00
Reserves Transfer	7,037.50	7,037.50	7,037.50	7,037.50	49,262.50	49,262.50	0.00	84,450.00	35,187.50
Total Expense	26,075.17	29,812.50	25,754.60	32,079.17	207,919.16	240,645.50	32,726.34	388,950.00	181,030.84
Net Income	\$ (4,251.05)	\$ (7,729.17)	\$ 28,800.73	\$ 22,595.83	\$ 251,659.48	\$ 238,937.83	\$ 12,721.65	\$ 214,116.00	\$ (37,543.48)

Captiva Erosion Prevention District
General Fund - Budget Performance Detail
For the Seven Months Ended April 30, 2024

	(A) Actual - April '24	(B) Budget - April '24	(C) Actual - April '23	(D) Budget - April '23	(E) Actual YTD	(F) YTD Budget	(G) YTD Variance	(H) Annual Budget	(I) Residual Budget
Ordinary Income/Expense									
Income									
Ad Valorem Tax	18,982.21	20,000.00	54,007.87	54,245.83	437,821.59	465,000.00	(27,178.41)	578,066.00	140,244.41
Interest Income	2,336.53	1,666.67	311.11	12.50	14,985.44	11,666.67	3,318.77	20,000.00	5,014.56
Other Income	505.38	416.67	236.35	416.67	6,771.61	2,916.67	3,854.94	5,000.00	(1,771.61)
Total Income	21,824.12	22,083.33	54,555.33	54,675.00	459,578.64	479,583.33	(20,004.69)	603,066.00	143,487.36
Expense									
Administrative Expenses									
Advertising	337.04	1,250.00	0.00	1,250.00	2,003.49	8,750.00	6,746.51	15,000.00	12,996.51
Service Charges	264.62	416.67	202.76	250.00	2,054.15	2,916.67	862.52	5,000.00	2,945.85
Board Meeting Expenses	0.00	83.33	0.00	83.33	0.00	583.33	583.33	1,000.00	1,000.00
Dues and Subscriptions	765.00	1,000.00	0.00	625.00	8,280.00	9,000.00	720.00	11,000.00	2,720.00
Insurance	0.00	0.00	500.00	1,416.67	13,758.00	13,758.00	0.00	17,000.00	3,242.00
Office Expense	916.81	833.33	598.75	833.33	7,749.52	5,833.33	(1,916.19)	10,000.00	2,250.48
Postage	0.00	41.67	0.00	41.67	0.00	291.67	291.67	500.00	500.00
Rent Expense	1,261.16	1,416.67	3,434.89	1,250.00	8,569.88	9,916.67	1,346.79	17,000.00	8,430.12
Repairs	293.92	83.33	0.00	83.33	407.84	583.33	175.49	1,000.00	592.16
Travel and Per Diem	672.61	458.33	192.00	833.33	3,260.97	3,208.33	(52.64)	5,500.00	2,239.03
Telephone	551.39	458.33	306.54	250.00	2,790.80	3,208.33	417.53	5,500.00	2,709.20
Utilities	307.69	458.33	347.42	333.33	2,896.79	3,208.33	311.54	5,500.00	2,603.21
Website & Computer Maintenance	1,811.70	625.00	534.06	666.67	2,779.36	4,375.00	1,595.64	7,500.00	4,720.64
Total Administrative expenses	7,181.94	7,125.00	6,116.42	7,916.66	54,550.80	65,633.00	11,082.20	101,500.00	46,949.20
Wages and Professional Fees									
Wages	11,476.08	12,333.33	9,970.52	12,500.00	80,423.69	86,333.33	5,909.64	148,000.00	67,576.31
Professional Fees	0.00	2,916.67	1,550.00	2,916.67	9,750.00	20,416.67	10,666.67	35,000.00	25,250.00
Total Legal and Professional Fees	11,476.08	15,250.00	11,520.52	15,416.67	90,173.69	106,750.00	16,576.31	183,000.00	92,826.31
Cost of Collecting Ad Valorem									
Property Tax Appraiser Fees	0.00	0.00	0.00	416.67	4,605.21	5,000.00	394.79	5,000.00	394.79
Tax Collector Commissions	379.65	400.00	1,080.16	1,291.67	9,326.96	14,000.00	4,673.04	15,000.00	5,673.04
Total Cost of Collecting Ad Valorem	379.65	400.00	1,080.16	1,708.34	13,932.17	19,000.00	5,067.83	20,000.00	6,067.83
Reserves									
Operating Reserves Transfers	7,037.50	7,037.50	7,037.50	7,037.50	49,262.50	49,262.50	0.00	84,450.00	35,187.50
Total Expense	26,075.17	29,812.50	25,754.60	32,079.17	207,919.16	240,645.50	32,726.34	388,950.00	181,030.84
Net Income	\$ (4,251.05)	\$ (7,729.17)	\$ 28,800.73	\$ 22,595.83	\$ 251,659.48	\$ 238,937.83	\$ 12,721.65	\$ 214,116.00	\$ (37,543.48)

Cash basis - omitted all note disclosures
No assurance is provided on these financial statements.

Captiva Erosion Prevention District
 Capital Projects Fund - Budget Performance Summary
 For the Seven Months Ended April 30, 2024

12:39 PM
 5/3/2024
 Prepared: JS

	(A) Actual - April '24	(B) Budget - April '24	(C) Actual - April '23	(D) Budget - April '23	(E) YTD Actual	(F) YTD Budget	(G) YTD Variance	(H) Annual Budget	(I) Residual Budget
Ordinary Income/Expense									
Income									
Grant Income	\$ 75,779.98	\$ -	\$ -	\$ 523,333.33	\$ 1,400,504.77	\$ 861,482.00	\$ 539,022.77	\$ 861,482.00	\$ (539,022.77)
Interest Income	235,815.65	150,000.00	42,739.67	83.33	423,810.41	312,500.00	111,310.41	325,000.00	(98,810.41)
Other Miscellaneous Income	30,321.08	166.67	0.00	83.33	31,685.58	1,166.67	30,518.91	2,000.00	(29,685.58)
Parking Lot Revenue	63,212.00	41,666.67	13,480.67	30,000.00	193,129.88	291,666.67	(98,536.79)	500,000.00	306,870.12
Reserves - General	7,037.50	7,037.50	7,037.50	7,037.50	49,262.50	49,262.50	0.00	84,450.00	35,187.50
Special Assessments	64,135.04	0.00	(16,084.06)	191,666.67	889,609.13	925,000.00	(35,390.87)	952,698.00	63,088.87
Total Income	476,301.25	198,870.83	47,173.78	752,204.16	2,988,002.27	2,441,077.83	546,924.44	2,725,630.00	(262,372.27)
Expense									
General Expenses	1,323.57	2,291.67	3,934.88	3,375.00	13,252.12	20,927.67	7,675.55	34,500.00	21,247.88
Parking Lot	12,820.20	11,791.67	7,413.83	9,625.00	91,488.37	82,541.67	(8,946.70)	141,500.00	50,011.63
Wages	15,583.59	21,666.67	10,739.97	16,666.67	111,940.84	151,666.67	39,725.83	260,000.00	148,059.16
Professional Fees	6,000.00	9,166.67	7,550.00	9,166.67	51,885.00	64,166.67	12,281.67	110,000.00	58,115.00
Capital Projects	56,813.07	72,083.33	23,934.32	59,583.33	201,626.38	504,583.33	302,956.95	865,000.00	663,373.62
Debt Service	0.00	0.00	0.00	0.00	165,190.41	165,190.41	0.00	2,794,059.00	2,628,868.59
Total Expense	92,540.43	117,000.00	53,573.00	98,416.67	635,383.12	989,076.41	353,693.29	4,205,059.00	3,569,675.88
Net Income	\$ 383,760.82	\$ 81,870.83	\$ (6,399.22)	\$ 653,787.49	\$ 2,352,619.15	\$ 1,452,001.42	\$ 900,617.73	\$ (1,479,429.00)	\$ (3,832,048.15)

Cash basis - omitted all note disclosures
 No assurance is provided on these financial statements.

Captiva Erosion Prevention District
 Capital Projects Fund - Budget Performance Detail
 For the Seven Months Ended April 30, 2024

5/3/2024
 12:40 PM
 Prepared: JS

	(A)	(B)	(D)	(E)	(F)	(G)	(H)	(I)
	Actual - April 24	Budget - April 24	Actual - April 23	YTD Actual	YTD Budget	YTD Variance	Annual Budget	Residual Budget
Ordinary Income/Expense								
Income								
Grant Income - Local	\$ 75,779.98	\$ -	\$ -	\$ 189,332.83	\$ 261,482.00	\$ (72,149.17)	\$ 261,482.00	\$ 72,149.17
Grant Income - State	0.00	0.00	0.00	1,211,171.94	600,000.00	611,171.94	600,000.00	(611,171.94)
Grant Income - Federal (FEMA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	235,815.65	150,000.00	42,739.67	423,810.41	312,500.00	111,310.41	325,000.00	(98,810.41)
Other Miscellaneous Revenues	30,321.08	166.67	0.00	31,685.58	1,166.67	30,518.91	2,000.00	(29,685.58)
Parking Lot Revenue	63,212.00	41,666.67	13,480.67	193,129.88	291,666.67	(98,536.79)	500,000.00	306,870.12
General Reserves	7,037.50	7,037.50	7,037.50	49,262.50	49,262.50	0.00	84,450.00	35,187.50
Special Assessments	64,135.04		(16,084.06)	889,609.13	925,000.00	(35,390.87)	952,698.00	63,088.87
Total Income	476,301.25	198,870.83	47,173.78	2,988,002.27	2,441,077.83	546,924.44	2,725,630.00	(262,372.27)
Expense								
Service Charges	62.42	41.67	0.00	434.68	291.67	(143.01)	500.00	65.32
Cost of Assessment Collections	0.00	0.00	0.00	1,361.60	2,000.00	638.40	2,000.00	638.40
Insurance	0.00	0.00	500.00	2,886.00	2,886.00	0.00	5,000.00	2,114.00
Rent	1,261.15	1,416.67	3,434.88	8,569.84	9,916.67	1,346.83	17,000.00	8,430.16
Beach Vehicle	0.00	833.33	0.00	0.00	5,833.33	5,833.33	10,000.00	10,000.00
Total General Expense	1,323.57	2,291.67	3,934.88	13,252.12	20,927.67	7,675.55	34,500.00	21,247.88
Parking Lot Expenses								
Parking Collection Fees	2,989.31	1,500.00	32.95	8,412.74	10,500.00	2,087.26	18,000.00	9,587.26
Parking Maintenance	0.00	2,083.33	1,340.00	25,982.89	14,583.33	(11,399.56)	25,000.00	(982.89)
Portable Toilets	5,402.88	6,250.00	5,990.88	43,223.04	43,750.00	526.96	75,000.00	31,776.96
Signage	600.00	83.33	50.00	600.00	583.33	(16.67)	1,000.00	400.00
Sales Tax Expense	3,828.01	1,875.00	0.00	13,269.70	13,125.00	(144.70)	22,500.00	9,230.30
Total Parking Lot Expenses	12,820.20	11,791.67	7,413.83	91,488.37	82,541.67	(8,946.70)	141,500.00	50,011.63
Wages and Professional Fees								
Wages	15,583.59	21,666.67	10,739.97	111,940.84	151,666.67	39,725.83	260,000.00	148,059.16
Professional Fees	6,000.00	9,166.67	7,550.00	51,885.50	64,166.67	12,281.67	110,000.00	58,115.00
Total Wages and Professional Fees	21,583.59	30,833.33	18,289.97	163,826.34	215,833.33	52,007.49	370,000.00	206,174.16
Capital Projects								
Project Expenses	56,813.07	65,833.33	23,934.32	201,626.38	460,833.33	259,206.95	790,000.00	588,373.62
Grants to other agencies	0.00	6,250.00	0.00	0.00	43,750.00	43,750.00	75,000.00	75,000.00
Total Capital Projects	56,813.07	72,083.33	23,934.32	201,626.38	504,583.33	302,956.95	865,000.00	663,373.62
Debt Service								
Interest	0.00	0.00	0.00	165,190.41	165,190.41	0.00	330,456.00	165,265.59
Principal	0.00	0.00	0.00	0.00	0.00	0.00	2,463,603.00	2,463,603.00
Total Debt Service	0.00	0.00	0.00	165,190.41	165,190.41	0.00	2,794,059.00	2,628,868.59
Total Expense	92,540.43	117,000.00	53,573.00	635,383.12	989,076.41	353,693.29	4,205,059.00	3,569,675.88
Net Income	383,760.82	81,870.83	(6,399.22)	2,352,619.15	1,452,001.42	900,617.73	(1,479,429.00)	(3,832,048.16)

Cash basis - omitted all note disclosures.
 No assurance is provided on these financial statements.

	<u>April 30, 2024</u>	<u>April 30, 2023</u>
ASSETS		
Current Assets		
Checking/Savings		
BOTI Checking	\$ 51,052.38	\$ 744,029.84
Fifth Third Checking	174,410.72	-
Fifth Third Savings	720,892.40	-
Total Checking/Savings	<u>946,355.50</u>	<u>744,029.84</u>
Total Current Assets	<u>946,355.50</u>	<u>744,029.84</u>
TOTAL ASSETS	<u>\$ 946,355.50</u>	<u>\$ 744,029.84</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Accrued Liabilities	1,334.45	1,139.56
Due to Capital Projects Fund	50,207.01	-
Total Other Current Liabilities	<u>51,541.46</u>	<u>1,139.56</u>
Total Current Liabilities	<u>51,541.46</u>	<u>1,139.56</u>
Total Liabilities	51,541.46	1,139.56
Equity		
Fund Balance	643,154.56	309,335.61
Net Income	251,659.48	433,554.67
Total Equity	<u>894,814.04</u>	<u>742,890.28</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 946,355.50</u>	<u>\$ 744,029.84</u>

	<u>April 30, 2024</u>	<u>April 30, 2023</u>
ASSETS		
Current Assets		
Checking/Savings		
BOTI Checking	\$ -	\$ 3,054,421.17
Fifth Third Checking	2,859,734.11	-
Fifth Third Savings	3,457,688.20	-
Fifth Third Investments Money Market Account	3,325,278.08	39,632.80
Fifth Third Treasury Bill- Maturity Date 4/15/24	-	2,929,166.44
Fifth Third Treasury Bill- Maturity Date 4/15/25	2,497,953.86	2,497,953.86
Fifth Third Treasury Bill- Maturity Date 4/30/26	2,499,925.86	2,499,925.86
Fifth Third Treasury Bill- Maturity Date 3/15/26	<u>758,687.95</u>	<u>758,687.95</u>
Total Current Assets	<u>15,399,268.06</u>	<u>11,779,788.08</u>
Other Current Assets		
Utility Deposit	300.00	300.00
Due From General Fund	<u>50,207.01</u>	<u>-</u>
Total Other Current Assets	<u>50,507.01</u>	<u>300.00</u>
Total Current Assets	<u>15,449,775.07</u>	<u>11,780,088.08</u>
TOTAL ASSETS	<u><u>\$ 15,449,775.07</u></u>	<u><u>\$ 11,780,088.08</u></u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accrued Liabilities	<u>\$ 7,748.64</u>	<u>\$ -</u>
Equity		
Accumulated Reserves	1,440,787.65	977,672.00
Fund Balance	11,648,619.63	2,304,472.60
Net Income	<u>2,352,619.15</u>	<u>8,497,943.48</u>
Total Equity	<u>15,442,026.43</u>	<u>11,780,088.08</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 15,449,775.07</u></u>	<u><u>\$ 11,780,088.08</u></u>
Loan Balance:		
Principal and Interest Payment Paid May 1st 2024	\$ 15,587,541.47	
Interest Payment Due November 1st 2024	2,628,793.06	
Principal and Interest Payment Due May 1st 2025	139,113.75	
	<u>2,654,926.78</u>	
Treasury Bills:		
	<u>Purchase Price</u>	<u>Value at Maturity</u>
4/15/2025-	\$2,497,953.86	2,542,000.00
4/30/2026-	\$2,499,925.86	2,588,000.00
3/15/2026-	\$758,687.95	733,000.00
	<u>33,363.75</u>	<u>210,864.89</u>
	<u>30,732.50</u>	<u>303,201.64</u>
	<u>16,950.63</u>	<u>76,015.83</u>
		<u>590,082.36</u>

CAPTIVA EROSION PREVENTION DISTRICT RESERVE ACCUMULATIONS FISCAL YEAR ENDING 9/30/2024												
	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Beginning Balance	\$ 1,173,187	\$ 1,205,432	\$ 1,237,247	\$ 1,266,701	\$ 1,293,521	\$ 1,324,036	\$ 1,370,539	\$ 1,440,788	\$ 1,440,788	\$ 1,440,788	\$ 1,440,788	\$ 1,440,788
Reserves Transferred In												
Parking Revenue	25,208	24,777	22,417	19,782	23,478	39,465	63,712	-	-	-	-	-
Operating Reserves	7,037	7,038	7,037	7,038	7,037	7,038	7,037	-	-	-	-	-
Increase (Decrease) in Reserves	32,245	31,815	29,454	26,820	30,515	46,503	70,249	-	-	-	-	-
Total Accumulated Reserves	\$ 1,205,432	\$ 1,237,247	\$ 1,266,701	\$ 1,293,521	\$ 1,324,036	\$ 1,370,539	\$ 1,440,788	\$ 1,440,788	\$ 1,440,788	\$ 1,440,788	\$ 1,440,788	\$ 1,440,788

May 8, 2024

Daniel Munt, Executive Director
Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

Re: Proposal for 2024 Annual Physical Monitoring

Dear Daniel:

This letter is in response to your request for a proposal for Aptim Coastal Planning & Engineering, LLC (APTIM) to assist the Captiva Erosion Prevention District (CEPD) with the permit required 2024 Annual Physical Monitoring Survey and Report. The attached Scope of Work and Fee Proposal are for services needed to conduct permit required year two post-construction physical monitoring for the Captiva Island Beach Renourishment Project for the Captiva Erosion Prevention District (CEPD) from R-83 to R-109.

The Scope of Work, Fee Proposal, and Hourly Rate Sheet to perform this work are attached as Exhibits A, B, and C, respectively. The work proposed herein will be performed on a lump sum basis as detailed in Exhibit B for a not-to-exceed (NTE) cost of \$72,770.44. Although this proposal is detailed by separable items and estimated by specific staff and categories, staff of APTIM will be used as needed to support the CEPD up to the NTE amount. The proposed work will be performed by APTIM as a Task Order under the terms and conditions of our Master Services Agreement dated October 17, 2012, (the "Agreement") (Exhibit C).

If you have any questions, please feel free to call or email. Thank you for the opportunity to serve the CEPD.

Sincerely,



Nicole S. Sharp, P.E.
Director, Coastal Sciences & Engineering
Aptim Coastal Planning & Engineering, LLC

CLIENT: Captiva Erosion Prevention District
Acknowledgement and Acceptance

Authorized Representative Signature

Printed Name

Title

Date

EXHIBIT A
SCOPE OF WORK

Exhibit A
Captiva Island and Sanibel Island Beach Renourishment Project
2024 - Annual Physical Monitoring Scope of Work

A. Physical Monitoring Survey \$43,866

In accordance with the Physical Monitoring Plan for the Captiva Island Beach Renourishment Project, the first annual monitoring event will consist of topographic and bathymetric beach profile surveys on Captiva Island. All work activities and deliverables shall be conducted in accordance with the *May 2014 Division of Water Resource Management, Monitoring Standards for Beach Erosion Control Projects, Section 01000 and 01100*, and under the direct supervision of a Florida Registered Professional Surveyor and Mapper.

1. Topographic and Bathymetric Surveys

APTIM surveyors will begin mobilization and survey planning upon receipt of a notice to proceed (NTP). The survey vessel and trailer will be mobilized and inspected by a commercial driver prior to traveling to Captiva, Florida. All survey gear is tested for proper operation prior to departure. Upon completion of the survey task below, surveyors will transport the vessel and personnel back to Boca Raton, FL. A survey report and maps will be prepared by a Florida Registered Professional Surveyor and Mapper.

Prior to the start of the survey, a reconnaissance of the FDEP 2nd order monuments will be conducted to confirm that survey control is in place and undisturbed using Real Time Kinematic Global Positioning System (RTK GPS). In order to achieve required accuracy, the survey will be controlled using FDEP 2nd order monuments.

The annual monitoring surveys will include published FDEP beach profile lines (reference monuments) within the fill area as well as FDEP profile lines outside the fill area per the physical monitoring plan. All profile surveys will extend seaward to the -13' NAVD contour, 2,000 feet from the shoreline or to the channel center, whichever is least.

Topographic and hydrographic profile surveys will be collected from R-83 through R-109 including intermediate monuments R-83.5, R-83.7, R-84.6, and R-96+326. Profile R-84 will be run at two azimuths for total of 32 lines. All data seaward of the dune will be collected using RTK GPS technology. Upland areas inaccessible to RTK GPS will be collected using standard differential leveling techniques. Upland topography will extend approximately 150 feet landward of the vegetation line or until an obstacle is encountered.

Hydrographic portions of the profile line will be collected from APTIM's 24-foot survey vessel equipped with RTK GPS technology and a dynamic motion sensor. Standard hydrographic procedures will be followed including all necessary quality control checks. In order to maintain the vessel navigation along the profile lines, HYPACK navigation software will be used. This software provides horizontal position to the sounding data allowing real-time review of the profile data in plan view or cross section format. HYPACK also provides navigation to the helm to control the deviation from the online azimuth. The landward limits of the hydrographic survey will be based on a minimum of

50 feet beyond the seaward extent of the beach profile. Profiles will extend seaward beyond the depth of closure, approximately 2,000 feet offshore. The survey results will be processed and quality controlled in APTIM's office. The surveys will be conducted using NAVD 88 and Florida State Plane Coordinate System NAD 83.

2. Survey Report Preparation

Upon completion of the field work, survey data will be processed using industry standards. Hypack hydrographic software and APTIM's proprietary programs will reduce the data to ASCII XYZ format. Plan view maps will be developed showing contoured survey data and other pertinent survey information. All data will be provided relative to the North America Datum of 1983/90 and the North America Vertical Datum of 1988 as required by section 01000 and 01100 of the monitoring standards for Beach Erosion Control Projects. Hydrographic Survey Maps will be signed and sealed by a Florida Registered Professional Surveyor and Mapper.

A certified survey report will be prepared. The report will consist of the required FDEP Monitoring Standards, which include: Beach Profile Survey Report Notes and Certification, Monument Information Report, Federally Compliant Metadata, XYZ data, DEP ASCII files, Profile Plots, Comparative Profile Plots, and Field Book Pages. The survey report will be submitted to FDEP within 90 days of the completion of the survey field work.

B. Engineering Monitoring Report

\$28,905

APTIM engineers will develop and submit the engineering monitoring report to the FDEP within 90 days following completion of the annual monitoring survey. The engineering report will summarize and discuss construction of the project. It will include shoreline and volume changes to document the changes to the beach since construction. The report will summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. In addition, the report shall include a comparative review of project performance to expectations and identification of impacts attributable to the project. Appendices will include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. Results should be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction. In order to provide information consistent with the FDEP's recent requests, the report will identify the changes related to advance nourishment, the volume remaining relative to the mean high water, and the remaining added volume and width of beach at each monitoring event. A digital copy of the monitoring report and a digital file of the survey data will be submitted to the FDEP Joint Coastal Permit (JCP) Compliance Officer in Tallahassee.

EXHIBIT B

FEE PROPOSAL

FOR

2023 ANNUAL PHYSICAL MONITORING

FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT
CAPTIVA ISLAND RENOURISHMENT PROJECT
2024 ANNUAL PHYSICAL MONITORING SERVICES

PROJECT PROPOSAL SUMMARY
PREPARED BY: APTIM COASTAL PLANNING & ENGINEERING, LLC

TASK	DESCRIPTION	LABOR COSTS	EQUIPMENT COSTS	DIRECT COSTS	TASK COST
A	Physical Monitoring Survey	\$32,542.00	\$6,743.58	\$4,580.00	\$43,865.58
B	Engineering Monitoring Report	\$28,454.00	\$154.86	\$296.00	\$28,904.86
	SUBTOTALS	\$60,996.00	\$6,898.44	\$4,876.00	\$72,770.44
TOTAL PROJECT COST =					\$72,770.44

EXHIBIT C

MASTER AGREEMENT AND

FEE RATE SHEET

**COASTAL PLANNING & ENGINEERING, INC.
MASTER SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement"), is made as of the 17th day of October, 2012, by and between the undersigned client ("CLIENT") and Coastal Planning & Engineering, Inc., ("CPE"), a Florida corporation.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

This Agreement anticipates the issuance of various written service orders or other requests for services (each an "Order") and sets forth the terms and conditions pursuant to which CPE will provide CLIENT environmental management services at such locations as are requested by CLIENT. Each Order shall be subject to the terms and conditions of this Agreement. The services that CPE may be requested to perform pursuant to this Agreement include, without limitation, the following: (a) engineering and technological services relating to the environment; (b) other engineering, technological and consulting services; and (c) geotechnical services including analysis, design, engineering, and construction. Such services as are from time to time requested by CLIENT hereunder are collectively referred to herein as the "Services." The particular Services required of CPE at a given location shall be as and limited to those stated in the Order.

2. Term

This Agreement shall be in effect for one (1) calendar year from the date of execution by CLIENT, and shall continue from year to year thereafter. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other. CLIENT may terminate by written notice at any time, with or without cause and in whole or in part, an Order hereunder; provided, however, that CLIENT shall compensate CPE for all Services performed prior to CPE's actual receipt of notice and all of CPE's costs and expenses incurred prior to and/or as a result of the termination, including but not limited to non-cancelable commitments and demobilization costs. If, at the time of termination of this Agreement, Services pursuant to an Order remain uncompleted and the parties intend that such Services shall be completed, the terms of this Agreement shall continue to apply to such Services.

3. Compensation

CLIENT agrees to compensate CPE in accordance with Exhibit 1 when the Services are performed. Copies of the schedules in effect as of the date hereof are attached hereto as Exhibit 1 and are an integral part of this Agreement. All time, including travel hours and work plan preparation will be

invoiced. CPE's rate schedules are revised periodically; CPE will notify CLIENT of any revisions in the rate schedules and the effective date thereof, which date shall be not less than thirty (30) days' after such notice. As to those Services for which no schedules exist, CPE shall be compensated on a time and materials basis as shall be set forth in an Order.

4. Payment

a. Unless otherwise agreed to in writing, invoices will be submitted biweekly or once a month at the discretion of CPE. Payment of invoices in U.S. Dollars is due upon receipt of the invoice, and CLIENT shall make payments in the manner requested by CPE. Any invoices due, owing, and unpaid in excess of thirty (30) days after the date thereof shall bear interest from the date thereof at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permissible by law.

b. **RESERVED.**

5. Taxes, Fees and Other Charges

The CLIENT shall pay all sales, use, value added, gross receipts, franchise, and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against CPE or its employees applicable to the transactions contemplated by this Agreement.

6. Independent Contractor

CPE shall be an independent contractor in performing the Services and shall not act as an agent or employee of CLIENT except when executing subcontracts for the treatment, transportation, storage and/or disposal of materials, in which case CPE shall be the CLIENT's agent. Subject to the terms and conditions hereof, CPE shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

7. Documentation, Records, Audit

CPE, when requested by CLIENT, shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit CPE's records and accounts covering charges hereunder at all reasonable times during the course of the Services for each particular Order and for a period of one (1) year after

the substantial completion thereof; provided, however, that the purpose of such audit shall be only for verification of such charges and that CPE shall not be required to keep records of or provide access to those of its costs covered by a fixed price, fixed unit rates or which are expressed in terms of percentages of other costs.

Upon completion of such audit, the results shall be presented to CPE. To the extent that the audit indicates that CPE has not been adequately compensated by CLIENT, CLIENT shall pay CPE any compensation due as shown by the audit. Alternatively, to the extent that any audit indicates that the total amount of compensation paid by CLIENT to CPE exceeded the actual amount due, CPE shall return such excess compensation to CLIENT.

8. Risks and Allocation

CLIENT hereby acknowledges, understands and agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing, as a material inducement to and consideration for CPE's agreement to perform the Services on the terms and at the price herein provided for. CLIENT SPECIFICALLY AGREES THAT CPE'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN SECTIONS 8 THROUGH 14 OF THIS AGREEMENT OR TO THE MAXIMUM EXTENT OTHERWISE PERMITTED BY LAW.

9. CPE Warranties, Representations and Covenants

Subject to the limitations of this Section and Sections 8 through 14 hereof:

a. Warranties: CPE warrants, represents, and covenants that: (1) CPE has the capability, experience, and means required to perform the Services; and (2) such Services will be performed, findings obtained, and recommendations prepared in accordance with (i) accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time the Services are performed, and (ii) CLIENT's reasonable rules, standards and specifications as communicated in writing to CPE prior to beginning the Services under each Order; and (iii) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed;

b. Remedies: If CLIENT alleges that CPE has breached a warranty set forth in this Section 9, then CLIENT shall promptly notify CPE in writing and, before taking any further action against CPE, shall afford CPE the opportunity, at CPE's cost and option, to either re-perform any defective Service according to the original scope of work therefor (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefor (except as provided in the next sentence). CLIENT's sole and exclusive remedy for the breach of any of the above warranties which breach damages property (other than the Services themselves) or injures persons, shall be as provided in Section 10 hereof.

EXCEPT AS SET FORTH IN SECTION 9 ABOVE, CPE MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE PERFORMED PURSUANT TO THIS AGREEMENT.

10. Indemnities

Subject to the limitations of Sections 8 through 14 hereof, any indemnity by CLIENT shall not apply to, and CPE shall defend, indemnify and hold harmless (and does hereby release) CLIENT (including its officers, directors, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation) with respect to any injury to or death of any person (including employees and agents of CLIENT and CPE), or damage, loss or destruction of any tangible property (including property of CLIENT and CPE and their respective employees and agents), to the extent resulting from, attributable to, or arising out of the negligent acts or omissions or willful misconduct of CPE, its subcontractors, and their respective employees acting in the course and scope of their employment. CLIENT shall defend, indemnify and hold harmless (and does hereby release) CPE (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by CPE shall not apply to, any and all liabilities, claims, demands, losses, damages, injuries, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation), arising from the (i) negligent acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents; (ii) any allegations that CPE is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution,

will be delivered subject to CPE's then current limitations. CLIENT shall obtain prior written consent from CPE for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right, title and interest in and to all intellectual property, including patents, copyrights, trademarks and confidential know-how (collectively, "Intellectual Property") pertaining to CLIENT's field of expertise which is developed by CLIENT and/or by CPE in connection with performing the Services.

CPE shall retain all right, title and interest to all Intellectual Property pertaining to CPE's field of expertise which is developed by CPE in connection with performing Services; provided, however, that CPE shall grant to CLIENT a royalty-free, nonexclusive, nontransferable license as to such Intellectual Property for use in regard to any of CLIENT's facilities.

17. Intellectual Property Rights

CPE shall use its best efforts to provide Services that do not infringe on any valid Intellectual Property or involve the use of any confidential information that is the property of others unless CPE is licensed or otherwise has the right to use such Intellectual Property or confidential information. CPE shall also use its best efforts to inform CLIENT of any infringement upon any Intellectual Property that may be reasonably expected to result from the use of the Services; provided, however, that the best efforts of CPE shall not include a duty to conduct and/or prepare a copyright, trademark or patent search and/or opinion. In any legal proceeding where CLIENT is made a defendant for Intellectual Property infringement based upon a Service, the liability of CPE under this Agreement shall be as limited in Section 9 hereof. Notwithstanding the foregoing, in no event shall CPE incur any liability for infringement based on CLIENT's manufacturing processes or for infringement resulting from CPE's compliance with CLIENT's directions.

18. Technology Fees

In the event the Services require the application of certain of CPE's Intellectual Property, CPE shall (a) identify the applicability of technology fees for the utilization of such Intellectual Property prior to or during the process definition phase of a project and (b) define for CLIENT the technical and economic factors associated with application of such technology. If CLIENT elects to proceed with evaluation or application of CPE's Intellectual Property, CLIENT and CPE shall negotiate in good faith, and establish in writing, the appropriate technology fees and payment schedules.

19. Confidentiality, Nondisclosure

In the course of performing Services, to the extent that CLIENT discloses to CPE, or CPE otherwise acquires, business or technical information that CLIENT clearly marks as confidential or proprietary, CPE will receive and maintain in confidence such information and will exercise all reasonable efforts to avoid the disclosure of such information to others. CPE will not use such information for any purpose other than the performance of Services for CLIENT.

Upon CLIENT's request, any reports, drawings, plans, or other documentation (or copies thereof) furnished to CPE by CLIENT shall be returned upon completion of the Services. CPE may retain one (1) copy of any documents prepared by or furnished to CPE in the performance of the Services. CLIENT shall treat as confidential all information and data furnished to it by CPE in connection with this Agreement including, but not limited to, CPE's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party, except to a related company which has first agreed in writing with CPE to an obligation of confidentiality identical to the obligations of CLIENT as set forth in this Section 19.

Nothing in this Agreement shall prevent or be interpreted as preventing either CPE or CLIENT or either party's employees or agents from disclosing and/or using said information or data (a) when the information or data are actually known to the receiving party before being obtained or derived from the originating party; (b) when the information or data is generally available to the public without the receiving party's fault at any time before or after it is acquired from the originating party, (c) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the originating party with respect thereto; (d) where a written release is obtained by the receiving party from the originating party; (e) five (5) years from the date of the receipt of such information; (f) where permitted by this Agreement; or (g) where disclosure is required by process of law, provided that the party subject to such process shall promptly notify the originating party and allow the originating party the opportunity to resist such process.

CLIENT and its related companies shall be entitled to use, for themselves only, any part of CPE's Services. Although CLIENT is entitled to multiple use, CPE's liability is limited to the first application of the Services. When CPE's know-how, inventions, and/or CPE's patent rights are involved, multiple use by CLIENT may involve payment of technology fees to CPE for each such use, as shall be established by mutual agreement of the parties pursuant to Section 18 herein.

20. Force Majeure

Neither party shall be deemed in default of this Agreement or any Order to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, acts of governmental agencies or officials, and changes in laws, statutes, regulations or ordinances.

If any such force majeure condition occurs and will materially delay or impair performance hereunder, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment. The party receiving said notice may then elect to either (a) terminate the affected Service or any part thereof or (b) suspend the affected Service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Unless written notice electing option (a) under this Section 20 is given within three (3) days after receipt of notification of the force majeure condition, then option (b) shall be deemed to have been elected.

21. Affirmative Action

Unless this Agreement is exempted by law, CPE shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the rules and regulations issued pursuant to said Order and Acts, as amended, and all of which are incorporated herein by reference. Upon execution of this Agreement and upon request, CPE shall furnish to CLIENT an executed Certificate of Nonsegregated Facilities.

22. Notice

a. CPE and CLIENT shall notify each other of (1) service of any notice of violation of any law, regulation, permit, or license relating to the Services; (2) initiation of any proceedings to revoke any permits or licenses which relate to such Services; (3) revocation of any permits, licenses, or other governmental authorizations relating to such Services; or (4) commencement of any litigation that could affect such Services.

b. Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by telex, wire, or by certified mail, return receipt requested, postage prepaid, to the address of the respective party set forth below, or to such other address for either party as that party may by written notice designate.

Coastal Planning & Engineering, Inc.
4171 Essen Lane
Baton Rouge, LA 70809
Attn: Corporate Counsel

CLIENT

Captiva Erosion Prevention District

Post Office Box 365

Captiva Island, Florida 33924

Attn: District Administrator

With copy to
Nancy E. Stroud
District Attorney
1900 Glades Rd., Suite 251
Boca Raton, FL 33431

CLIENT shall also provide a copy of such notice to the CPE office performing the specific Order in question.

c. CLIENT shall obtain CPE's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

23. Assignment

Neither party shall assign or delegate any of its duties or obligations under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, CPE may assign or subcontract all or any portion of the Services to one or more subsidiaries of The Shaw Group Inc. or affiliates of CPE or to such other persons as designated by CPE and approved by CLIENT which approval shall not be unreasonably withheld. Further, CPE may upon notice to CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

24. Disputes, Attorney Fees

Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in Lee County, Florida

25. CLIENT/CPE Representatives

CLIENT and CPE shall each designate in writing an individual or individuals to serve as their representative(s) during the course of this Agreement, and for each Order. Selection of representatives shall be based upon qualifications and experience relating to the nature of the Services being performed. Each such representative shall be authorized to act on behalf of and to bind the designating party as to all matters pertaining to the Agreement and the Order(s).

26. Governing Law

This Agreement shall be governed by and interpreted pursuant to the laws of the Florida, where the particular Services are to be performed.

27. Waiver of Terms and Conditions

The failure of either CPE or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

28. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by CPE to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by CPE. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgment or other form of the CLIENT is hereby expressly objected to by CPE and shall not operate to modify the Agreement, and CPE's acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE to begin work. This Agreement may be amended only by a written instrument signed by both parties.

29. Severability; Survival

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it

valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Sections 10 and 12 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therein. The terms and conditions set forth herein shall survive the termination of this Agreement.

30. RESERVED.

IN WITNESS WHEREOF, CLIENT and CPE agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 8-14) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

CAPTIVA EROSION PREVENTION DISTRICT ("CLIENT")

By: *James P. Boyle*

Title: CHAIRMAN

COASTAL PLANNING & ENGINEERING, INC.

By: *[Signature]*

Title: Vice President

ATTACHMENT: Exhibit 1 - Category Rate Schedule

EXHIBIT B
 CATEGORY RATE SCHEDULE
 COASTAL PLANNING & ENGINEERING, INC.
 (November 1 2012 to June 1, 2014)

PERSONNEL CATEGORY	RATE
Principal Engineer	\$215
Senior Project Manager	\$190
Project Manager /Senior Coastal Engineer	\$157
Program Manager	\$146
Coastal Engineer II	\$125
Coastal Engineer I	\$103
Coastal Modeler	\$125
Professional Surveyor & Mapper	\$179
Certified Hydrographic Surveyor	\$157
Hydrographer	\$125
Project Surveyor	\$109
Surveyor	\$98
Technician/Survey Technician	\$85
Boat Captain	\$92
Senior Marine Biologist	\$146
Project Marine Biologist	\$125
Marine Biologist II	\$109
Marine Biologist I	\$92
Professional Geologist	\$136
Project Geologist	\$125
Geologist II	\$109
Geologist I	\$92
Senior CAD Operator	\$135
CAD Operator	\$92
GIS Operator	\$100
Bookkeeper	\$74
Clerical	\$68

EXHIBIT B
 CATEGORY RATE SCHEDULE
 CB&I COASTAL PLANNING & ENGINEERING, INC.
 Effective January 1, 2015

PERSONNEL CATEGORY	RATE
Principal Engineer	\$ 215
Senior Project Manager	\$ 195
Project Manager/Senior Coastal Engineer	\$ 164
Program Manager	\$ 146
Coastal Engineer III	\$ 146
Coastal Engineer II	\$ 128
Coastal Engineer I	\$ 105
Coastal Modeler	\$ 128
Professional Surveyor & Mapper	\$ 179
Certified Hydrographic Surveyor	\$ 157
Hydrographer	\$ 125
Project Surveyor	\$ 109
Surveyor	\$ 98
Technician/Survey Technician	\$ 85
Boat Captain	\$ 92
Senior Marine Biologist	\$ 146
Project Marine Biologist	\$ 125
Marine Biologist II	\$ 109
Marine Biologist I	\$ 92
Professional Geologist	\$ 136
Project Geologist	\$ 125
Geologist II	\$ 115
Geologist I	\$ 95
Senior CAD Operator	\$ 140
CAD Operator	\$ 100
GIS Operator	\$ 100
Bookkeeper	\$ 74
Clerical	\$ 68



APTIM
6401 Congress Avenue, Suite 140
Boca Raton, FL 33487
Tel: +1 561 391 8102
Fax: +1 561 391 9116
www.aptim.com

April 1, 2024

Daniel Munt, Executive Director
Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

Re: Proposal for 2025-2026 LGFR Support

Dear Daniel:

This letter is in response to your request for a proposal for Aptim Coastal Planning & Engineering, LLC (APTIM) to assist the Captiva Erosion Prevention District (CEPD) with the completion of the 2025-2026 Florida Department of Environmental Protection's (FDEP) Local Government Funding Request (LGFR).

Scope of Work

APTIM will assist the CEPD with preparation of the 2025-2026 LGFR. All the elements of the projects as they apply to the 62B-36 Rule and the LGFR application and guidance document will be evaluated to establish the maximum FDEP ranking and achieve cost sharing opportunities where possible. The FDEP's ranking methodology document will serve as a guide for the responses we formulate on behalf of the CEPD. APTIM will coordinate with CEPD and FDEP staff in the preparation of the document to account for the eligible funding. APTIM will prepare the LGFR application and provide a draft to the CEPD for review and comment. Once all CEPD comments have been addressed, APTIM will submit the LGFR application to the FDEP on behalf of the CEPD.

In addition, APTIM will assist the CEPD with ongoing project funding coordination as part of this scope of work. APTIM will assist with past, current and future reimbursements from the FEMA and FDEP agreements and coordinate with those agencies to facilitate project funding and reimbursements.

Assumptions

No field investigations or re-evaluations of the current public access eligibility are assumed to be required in this scope of services.

Fee Proposal

The proposed work will be performed by APTIM as a Task Order under the terms and conditions of our Master Services Agreement dated October 17, 2012, (the "Agreement") (Exhibit A). The work proposed herein will be performed on a lump sum basis as detailed in Exhibit B for a not-to-exceed (NTE) cost of \$27,274. Although this proposal is detailed by separable items and estimated by specific staff and categories, staff of APTIM will be used as needed to support the CEPD up to the NTE amount.

If you have any questions, please feel free to call or email. Thank you for the opportunity to serve the CEPD.

Sincerely,



Nicole S. Sharp, P.E.
Coastal Market Lead
Aptim Coastal Planning & Engineering, LLC

cc: Erica E. Carr-Betts, APTIM

CLIENT: Captiva Erosion Prevention District

Acknowledgement and Acceptance

Authorized Representative Signature

Printed Name

Title

Date

EXHIBIT A

APTIM COASTAL PLANNING & ENGINEERING, LLC

MASTER SERVICES AGREEMENT

**COASTAL PLANNING & ENGINEERING, INC.
MASTER SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement"), is made as of the 17th day of October, 2012, by and between the undersigned client ("CLIENT") and Coastal Planning & Engineering, Inc., ("CPE"), a Florida corporation.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

This Agreement anticipates the issuance of various written service orders or other requests for services (each an "Order") and sets forth the terms and conditions pursuant to which CPE will provide CLIENT environmental management services at such locations as are requested by CLIENT. Each Order shall be subject to the terms and conditions of this Agreement. The services that CPE may be requested to perform pursuant to this Agreement include, without limitation, the following: (a) engineering and technological services relating to the environment; (b) other engineering, technological and consulting services; and (c) geotechnical services including analysis, design, engineering, and construction. Such services as are from time to time requested by CLIENT hereunder are collectively referred to herein as the "Services." The particular Services required of CPE at a given location shall be as and limited to those stated in the Order.

2. Term

This Agreement shall be in effect for one (1) calendar year from the date of execution by CLIENT, and shall continue from year to year thereafter. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other. CLIENT may terminate by written notice at any time, with or without cause and in whole or in part, an Order hereunder; provided, however, that CLIENT shall compensate CPE for all Services performed prior to CPE's actual receipt of notice and all of CPE's costs and expenses incurred prior to and/or as a result of the termination, including but not limited to non-cancelable commitments and demobilization costs. If, at the time of termination of this Agreement, Services pursuant to an Order remain uncompleted and the parties intend that such Services shall be completed, the terms of this Agreement shall continue to apply to such Services.

3. Compensation

CLIENT agrees to compensate CPE in accordance with Exhibit 1 when the Services are performed. Copies of the schedules in effect as of the date hereof are attached hereto as Exhibit 1 and are an integral part of this Agreement. All time, including travel hours and work plan preparation will be

invoiced. CPE's rate schedules are revised periodically; CPE will notify CLIENT of any revisions in the rate schedules and the effective date thereof, which date shall be not less than thirty (30) days' after such notice. As to those Services for which no schedules exist, CPE shall be compensated on a time and materials basis as shall be set forth in an Order.

4. Payment

a. Unless otherwise agreed to in writing, invoices will be submitted biweekly or once a month at the discretion of CPE. Payment of invoices in U.S. Dollars is due upon receipt of the invoice, and CLIENT shall make payments in the manner requested by CPE. Any invoices due, owing, and unpaid in excess of thirty (30) days after the date thereof shall bear interest from the date thereof at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permissible by law.

b. **RESERVED.**

5. Taxes, Fees and Other Charges

The CLIENT shall pay all sales, use, value added, gross receipts, franchise, and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against CPE or its employees applicable to the transactions contemplated by this Agreement.

6. Independent Contractor

CPE shall be an independent contractor in performing the Services and shall not act as an agent or employee of CLIENT except when executing subcontracts for the treatment, transportation, storage and/or disposal of materials, in which case CPE shall be the CLIENT's agent. Subject to the terms and conditions hereof, CPE shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

7. Documentation, Records, Audit

CPE, when requested by CLIENT, shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit CPE's records and accounts covering charges hereunder at all reasonable times during the course of the Services for each particular Order and for a period of one (1) year after

the substantial completion thereof; provided, however, that the purpose of such audit shall be only for verification of such charges and that CPE shall not be required to keep records of or provide access to those of its costs covered by a fixed price, fixed unit rates or which are expressed in terms of percentages of other costs.

Upon completion of such audit, the results shall be presented to CPE. To the extent that the audit indicates that CPE has not been adequately compensated by CLIENT, CLIENT shall pay CPE any compensation due as shown by the audit. Alternatively, to the extent that any audit indicates that the total amount of compensation paid by CLIENT to CPE exceeded the actual amount due, CPE shall return such excess compensation to CLIENT.

8. Risks and Allocation

CLIENT hereby acknowledges, understands and agrees that: (1) there are risks inherent to the Services, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing, as a material inducement to and consideration for CPE's agreement to perform the Services on the terms and at the price herein provided for. CLIENT SPECIFICALLY AGREES THAT CPE'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED IN SECTIONS 8 THROUGH 14 OF THIS AGREEMENT OR TO THE MAXIMUM EXTENT OTHERWISE PERMITTED BY LAW.

9. CPE Warranties, Representations and Covenants

Subject to the limitations of this Section and Sections 8 through 14 hereof:

a. Warranties: CPE warrants, represents, and covenants that: (1) CPE has the capability, experience, and means required to perform the Services; and (2) such Services will be performed, findings obtained, and recommendations prepared in accordance with (i) accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time the Services are performed, and (ii) CLIENT's reasonable rules, standards and specifications as communicated in writing to CPE prior to beginning the Services under each Order; and (iii) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed;

b. Remedies: If CLIENT alleges that CPE has breached a warranty set forth in this Section 9, then CLIENT shall promptly notify CPE in writing and, before taking any further action against CPE, shall afford CPE the opportunity, at CPE's cost and option, to either re-perform any defective Service according to the original scope of work therefor (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach, in which event such re-performance or cure shall be CLIENT's sole and exclusive remedy therefor (except as provided in the next sentence). CLIENT's sole and exclusive remedy for the breach of any of the above warranties which breach damages property (other than the Services themselves) or injures persons, shall be as provided in Section 10 hereof.

EXCEPT AS SET FORTH IN SECTION 9 ABOVE, CPE MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE PERFORMED PURSUANT TO THIS AGREEMENT.

10. Indemnities

Subject to the limitations of Sections 8 through 14 hereof, any indemnity by CLIENT shall not apply to, and CPE shall defend, indemnify and hold harmless (and does hereby release) CLIENT (including its officers, directors, employees, and agents) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation) with respect to any injury to or death of any person (including employees and agents of CLIENT and CPE), or damage, loss or destruction of any tangible property (including property of CLIENT and CPE and their respective employees and agents), to the extent resulting from, attributable to, or arising out of the negligent acts or omissions or willful misconduct of CPE, its subcontractors, and their respective employees acting in the course and scope of their employment. CLIENT shall defend, indemnify and hold harmless (and does hereby release) CPE (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, and any indemnity by CPE shall not apply to, any and all liabilities, claims, demands, losses, damages, injuries, fines and penalties, and related expenses (including reasonable legal fees and costs of investigation), arising from the (i) negligent acts or omissions of CLIENT, its contractors, and their respective subcontractors, employees and agents; (ii) any allegations that CPE is the owner, operator, manager, or person in charge of all or any portion of a site addressed by the services, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, transportation or disposal site for, any material with respect to which Services are provided, and (iii) any pollution,

will be delivered subject to CPE's then current limitations. CLIENT shall obtain prior written consent from CPE for any other use, distribution, or publication of such reports or work results.

CLIENT shall retain all right, title and interest in and to all intellectual property, including patents, copyrights, trademarks and confidential know-how (collectively, "Intellectual Property") pertaining to CLIENT's field of expertise which is developed by CLIENT and/or by CPE in connection with performing the Services.

CPE shall retain all right, title and interest to all Intellectual Property pertaining to CPE's field of expertise which is developed by CPE in connection with performing Services; provided, however, that CPE shall grant to CLIENT a royalty-free, nonexclusive, nontransferable license as to such Intellectual Property for use in regard to any of CLIENT's facilities.

17. Intellectual Property Rights

CPE shall use its best efforts to provide Services that do not infringe on any valid Intellectual Property or involve the use of any confidential information that is the property of others unless CPE is licensed or otherwise has the right to use such Intellectual Property or confidential information. CPE shall also use its best efforts to inform CLIENT of any infringement upon any Intellectual Property that may be reasonably expected to result from the use of the Services; provided, however, that the best efforts of CPE shall not include a duty to conduct and/or prepare a copyright, trademark or patent search and/or opinion. In any legal proceeding where CLIENT is made a defendant for Intellectual Property infringement based upon a Service, the liability of CPE under this Agreement shall be as limited in Section 9 hereof. Notwithstanding the foregoing, in no event shall CPE incur any liability for infringement based on CLIENT's manufacturing processes or for infringement resulting from CPE's compliance with CLIENT's directions.

18. Technology Fees

In the event the Services require the application of certain of CPE's Intellectual Property, CPE shall (a) identify the applicability of technology fees for the utilization of such Intellectual Property prior to or during the process definition phase of a project and (b) define for CLIENT the technical and economic factors associated with application of such technology. If CLIENT elects to proceed with evaluation or application of CPE's Intellectual Property, CLIENT and CPE shall negotiate in good faith, and establish in writing, the appropriate technology fees and payment schedules.

19. Confidentiality, Nondisclosure

In the course of performing Services, to the extent that CLIENT discloses to CPE, or CPE otherwise acquires, business or technical information that CLIENT clearly marks as confidential or proprietary, CPE will receive and maintain in confidence such information and will exercise all reasonable efforts to avoid the disclosure of such information to others. CPE will not use such information for any purpose other than the performance of Services for CLIENT.

Upon CLIENT's request, any reports, drawings, plans, or other documentation (or copies thereof) furnished to CPE by CLIENT shall be returned upon completion of the Services. CPE may retain one (1) copy of any documents prepared by or furnished to CPE in the performance of the Services. CLIENT shall treat as confidential all information and data furnished to it by CPE in connection with this Agreement including, but not limited to, CPE's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party, except to a related company which has first agreed in writing with CPE to an obligation of confidentiality identical to the obligations of CLIENT as set forth in this Section 19.

Nothing in this Agreement shall prevent or be interpreted as preventing either CPE or CLIENT or either party's employees or agents from disclosing and/or using said information or data (a) when the information or data are actually known to the receiving party before being obtained or derived from the originating party; (b) when the information or data is generally available to the public without the receiving party's fault at any time before or after it is acquired from the originating party, (c) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the originating party with respect thereto; (d) where a written release is obtained by the receiving party from the originating party; (e) five (5) years from the date of the receipt of such information; (f) where permitted by this Agreement; or (g) where disclosure is required by process of law, provided that the party subject to such process shall promptly notify the originating party and allow the originating party the opportunity to resist such process.

CLIENT and its related companies shall be entitled to use, for themselves only, any part of CPE's Services. Although CLIENT is entitled to multiple use, CPE's liability is limited to the first application of the Services. When CPE's know-how, inventions, and/or CPE's patent rights are involved, multiple use by CLIENT may involve payment of technology fees to CPE for each such use, as shall be established by mutual agreement of the parties pursuant to Section 18 herein.

20. Force Majeure

Neither party shall be deemed in default of this Agreement or any Order to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, acts of governmental agencies or officials, and changes in laws, statutes, regulations or ordinances.

If any such force majeure condition occurs and will materially delay or impair performance hereunder, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment. The party receiving said notice may then elect to either (a) terminate the affected Service or any part thereof or (b) suspend the affected Service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Unless written notice electing option (a) under this Section 20 is given within three (3) days after receipt of notification of the force majeure condition, then option (b) shall be deemed to have been elected.

21. Affirmative Action

Unless this Agreement is exempted by law, CPE shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the rules and regulations issued pursuant to said Order and Acts, as amended, and all of which are incorporated herein by reference. Upon execution of this Agreement and upon request, CPE shall furnish to CLIENT an executed Certificate of Nonsegregated Facilities.

22. Notice

a. CPE and CLIENT shall notify each other of (1) service of any notice of violation of any law, regulation, permit, or license relating to the Services; (2) initiation of any proceedings to revoke any permits or licenses which relate to such Services; (3) revocation of any permits, licenses, or other governmental authorizations relating to such Services; or (4) commencement of any litigation that could affect such Services.

b. Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by telex, wire, or by certified mail, return receipt requested, postage prepaid, to the address of the respective party set forth below, or to such other address for either party as that party may by written notice designate.

Coastal Planning & Engineering, Inc.
4171 Essen Lane
Baton Rouge, LA 70809
Attn: Corporate Counsel

CLIENT

Captiva Erosion Prevention District

Post Office Box 365

Captiva Island, Florida 33924

Attn: District Administrator

With copy to
Nancy E. Stroud
District Attorney
1900 Glades Rd., Suite 251
Boca Raton, FL 33431

CLIENT shall also provide a copy of such notice to the CPE office performing the specific Order in question.

c. CLIENT shall obtain CPE's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

23. Assignment

Neither party shall assign or delegate any of its duties or obligations under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, CPE may assign or subcontract all or any portion of the Services to one or more subsidiaries of The Shaw Group Inc. or affiliates of CPE or to such other persons as designated by CPE and approved by CLIENT which approval shall not be unreasonably withheld. Further, CPE may upon notice to CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

24. Disputes, Attorney Fees

Any dispute regarding this Agreement or the Services shall be resolved first by exchange of documents by senior management of the parties, who may be assisted by counsel. Any thereafter unresolved disputes shall be litigated in Lee County, Florida

25. CLIENT/CPE Representatives

CLIENT and CPE shall each designate in writing an individual or individuals to serve as their representative(s) during the course of this Agreement, and for each Order. Selection of representatives shall be based upon qualifications and experience relating to the nature of the Services being performed. Each such representative shall be authorized to act on behalf of and to bind the designating party as to all matters pertaining to the Agreement and the Order(s).

26. Governing Law

This Agreement shall be governed by and interpreted pursuant to the laws of the Florida, where the particular Services are to be performed.

27. Waiver of Terms and Conditions

The failure of either CPE or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

28. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by CPE to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by CPE. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgment or other form of the CLIENT is hereby expressly objected to by CPE and shall not operate to modify the Agreement, and CPE's acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing CPE to begin work. This Agreement may be amended only by a written instrument signed by both parties.

29. Severability; Survival

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it

valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Sections 10 and 12 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therein. The terms and conditions set forth herein shall survive the termination of this Agreement.

30. RESERVED.

IN WITNESS WHEREOF, CLIENT and CPE agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 8-14) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

CAPTIVA EROSION PREVENTION DISTRICT ("CLIENT")

By: *James P. Boyle*

Title: CHAIRMAN

COASTAL PLANNING & ENGINEERING, INC.

By: *[Signature]*

Title: Vice President

ATTACHMENT: Exhibit 1 - Category Rate Schedule

EXHIBIT B
 CATEGORY RATE SCHEDULE
 CB&I COASTAL PLANNING & ENGINEERING, INC.
 Effective January 1, 2015

PERSONNEL CATEGORY	RATE
Principal Engineer	\$ 215
Senior Project Manager	\$ 195
Project Manager/Senior Coastal Engineer	\$ 164
Program Manager	\$ 146
Coastal Engineer III	\$ 146
Coastal Engineer II	\$ 128
Coastal Engineer I	\$ 105
Coastal Modeler	\$ 128
Professional Surveyor & Mapper	\$ 179
Certified Hydrographic Surveyor	\$ 157
Hydrographer	\$ 125
Project Surveyor	\$ 109
Surveyor	\$ 98
Technician/Survey Technician	\$ 85
Boat Captain	\$ 92
Senior Marine Biologist	\$ 146
Project Marine Biologist	\$ 125
Marine Biologist II	\$ 109
Marine Biologist I	\$ 92
Professional Geologist	\$ 136
Project Geologist	\$ 125
Geologist II	\$ 115
Geologist I	\$ 95
Senior CAD Operator	\$ 140
CAD Operator	\$ 100
GIS Operator	\$ 100
Bookkeeper	\$ 74
Clerical	\$ 68

EXHIBIT B

FEE PROPOSAL

FOR

2025-2026 LGFR SUPPORT

**FEE PROPOSAL FOR
CAPTIVA EROSION PREVENTION DISTRICT**

2025-2026 State Funding Support

Task Item	Task Cost	<u>LABOR</u>			
		Principal Engineer (Hours)	Coastal Engineer II (Hours)	GIS Operator (Hours)	Clerical (Hours)
1 Support for LGFR Preparation & Submittal	\$15,734	30	60	14	3
2 Additional Funding and Coordination	\$11,540	20	55	2	
	Total Hours =	50	115	16	3
	Rate =	\$215	\$128	\$100	\$68
	Cost =	\$10,750	\$14,720	\$1,600	\$204

TOTAL LABOR COST = \$27,274

April 16, 2024

Daniel Munt
Executive Director
Captiva Erosion Prevention District
P.O. Box 365
Captiva, Florida 33924

Dear Mr. Munt:

Public Resources Advisory Group (“PRAG”) welcomes the opportunity to provide independent municipal financial advisory services to the Captiva Erosion Prevention District (the “District”) in connection with a potential special assessment financing for beach nourishment, erosion control and coastal protection. The purpose of this letter is to present PRAG’s qualifications and approach to serving as the District’s municipal advisor for the financing.

Role. PRAG is an independent municipal advisory-only firm that specializes in providing financial and debt-related advice to local governments and their agencies, authorities and special districts including community development districts. PRAG is registered as a municipal advisor with the MSRB (MSRB ID K0133) and the SEC (Municipal Advisor Registration Number 867-00146).

An independent municipal financial advisor plays an important and unique role in a municipal debt financing. We are not an underwriter, placement agent or loan broker. We are the financial expert who sits on the issuer’s side of the table. Our role is to make sure the District understands the immediate and long-term financial implications of the transaction, that the financial interests of the District and the residents are protected and that the transaction is executed in an appropriate and efficient manner at market rates and prices.

Professional guidance on pricing and structure is important for governmental debt given the generally large size and long-term nature of the debt. For example, every 10 basis point change in rates (1/10% of one percent) is equivalent to approximately \$170,000 on a present value basis for a \$25 million, 15-year tax-exempt loan. Just as important as pricing, however, is the covenants, terms, conditions and flexibility built into the loan and the impact the loan structure can have on the operations and financial flexibility of the District for many years in the future.

Independence and Focus. PRAG was founded in 1985 as one of the first firms in the country dedicated solely to the independent public finance advisory business. Over the past three and a half decades we have remained focused on providing independent and in-depth financial advice to state and local governments, authorities, agencies, and non-profits. PRAG is employee-owned and does not have any affiliates or subsidiaries. PRAG does not engage in any form of underwriting, trading, marketing, or investing in securities. We are free to focus solely on providing high-quality financial advisory services, applying market-based solutions, and developing innovative financing alternatives for our clients.

Senior Level Service. PRAG's culture relies on utilizing teams of experienced, senior advisors to perform analysis and communicate information to our clients as the basis of our services. With our senior staffing model, the majority of the analysis we produce is the direct work of advisors with many years of experience through multiple market cycles.

Strong Market Presence. PRAG has been ranked as the #2 Financial Advisor nationally in all aspects of the long-term new issue municipal market for eight of the past ten years and consistently since 2017, according to the market data firm Refinitiv (formerly Thomson Reuters). In 2023, we advised on the issuance of \$34.7 billion of long-term publicly traded municipal bonds. **Our national ranking is an important demonstration of both our ongoing presence in the market and the trust placed in us by major issuers of municipal debt.**

In addition to our national client base, we advise many local governments along Florida's Gulf Coast including Hillsborough County, Pinellas County, Manatee County and the cities of Fort Myers, Tampa, Clearwater and other smaller municipalities as well as special districts such as the Peace River Manasota Regional Water Supply Authority and the Englewood Water District. Additionally, PRAG serves as the financial advisor to the Florida League of Cities and its funding vehicle, the Florida Municipal Loan Council. We understand the challenges of issuing municipal debt facing smaller, infrequent issuers which includes not only small towns and villages, but also special districts like the District.

Our strong local client list provides us with regular, direct interaction with commercial banks active in the tax-exempt lending market. We often develop and distribute tax-exempt bank loan requests for our clients. PRAG is not a broker-dealer and does not serve as placement agent for the issuance of municipal securities.

Special District and Assessment Financing Experience. PRAG has advised on both bond issues and bank loans for similar assessment-dependent districts in Florida including the following:

- Bobcat Trails CDD (Sarasota)
- Concord Station CDD (Pasco)
- Heritage Bay CDD (Collier)
- Heritage Harbor CDD (Hillsborough)
- Lexington Oaks CDD (Hillsborough)
- Riverwood CDD (Charlotte)
- Terra Bella CDD (Pasco)
- Trailer Estates Park & Recreation District (Manatee)
- University Place CDD (Manatee)
- Venetian CDD (Sarasota)

In addition, PRAG has advised on assessment-backed financings for general governmental clients including the City of Tampa, Hillsborough County and the City of Belleair Beach.

The resumes for our team are attached. We have also provided an engagement letter with our detailed scope of services, fee proposal and required disclosures. We look forward to the opportunity to work with the District, please contact me if you have any questions or need additional information.

Sincerely,

PUBLIC RESOURCES ADVISORY GROUP



Wendell G. Gaertner
Senior Managing Director

Cc: John Wade, Chair, Captiva Erosion Protection District Board



Wendell Gaertner
Senior Managing Director

150 Second Avenue North, Suite
400
St. Petersburg, FL 33701
Tel 727-822-3339
Fax 727-822-3502
wgaertner@pragadvisors.com

Length of career in public finance

– 34 years

Professional Involvement

- Municipal Securities Rulemaking Board, *Member (2023-current)*
- Florida Government Finance Officers Association
- North American Public Private Partnership Deal of the Year, *Project Finance Magazine*
- North American Real Estate Deal of the Year, *Project Finance Magazine*

Representative Clients Served

- *Broward County*
- *State of Louisiana*
- *Miami-Dade County Water and Sewer Department*
- *Hillsborough County*
- *Manatee County*

Education, Registrations & Certifications

- M.B.A., Stetson University
- B.S. (General Honors), University of Miami
- Series 50 (M.A. Representative)
- Series 54 (M.A. Principal)

Wendell Gaertner is a Senior Managing Director and Shareholder of PRAG. He joined the firm in 2013 and brings 34 years of experience in public finance at the local, regional, state and federal level. Wendell manages the firm’s Florida office located in St. Petersburg.

With a background in commercial banking, investment banking and financial advisory, Wendell offers PRAG’s clients extensive experience in tax-exempt and taxable municipal bonds, 144A corporate debt in public, private and global offerings, variable rate debt, swaps, letters of credit, bank debt and equity.

Wendell serves as the Project Supervisor for PRAG’s engagement with the states of Louisiana and Florida, as well as Florida counties including Miami-Dade, Broward, Hillsborough, Manatee and Escambia. Wendell has advised Florida community development districts including Bobcat Trails, Concord Station, Heritage Bay, Heritage Harbor, Lexington Oaks, Riverwood, and Venetian.

In addition to providing transactional advice for debt issuances, Wendell has also provided strategic financial advisory services including development of long-term financial models, creation of interim funding strategies, evaluation of public-private partnership opportunities and Value for Money analyses. He has advised clients on financial structures and strategies in connection with utility, economic development projects, real estate projects, transportation, Public Private Partnerships and affordable housing.

Prior to joining PRAG Wendell served as an investment banker and Financial Advisor with Merrill Lynch, Banc of America Securities and Raymond James. He began his career as a commercial banker with Barnett Bank of Tampa.

Mr. Gaertner received a B.S. in Chemistry with General Honors from the University of Miami in Coral Gables and an MBA from Stetson University. He is a registered Series 50, Municipal Advisor Representative and a Series 54, Municipal Advisor Principal. He currently service as a Municipal Advisor representative on the Board of the Municipal Securities Rulemaking Board.



Natalie Sidor
Senior Managing Director

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St. Petersburg, FL 33701
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nsidor@pragadvisors.com

Length of career in public finance
– 17 years

Professional Involvement

- Florida Government Finance Officers Association
- Florida Women in Public Finance, *Founding Member (2016), President (2019), Board Member (2016-Present)*
- The University of Tampa Board of Fellows (2013-present)
- Raymond James Public Finance Banker of the Year (2012)

Representative Clients Served

- City of Fort Myers
- City of Clearwater
- City of Largo
- Hillsborough County
- Manatee County
- Peace River Manasota Regional Water Supply Authority
- Emerald Coast Utilities Authority

Education, Registrations & Certifications

- MBA, The Wharton School of the University of Pennsylvania
- BS, University of Tampa Series 50 (Municipal Advisor Representative)

Natalie Sidor joined PRAG in 2018 and offers almost 20 years of corporate and public finance experience. At PRAG Natalie provides client support and transactional advisory services to Florida local governments, agencies, authorities, and special districts. Natalie currently serves or has recently served the following advisory clients: Clearwater, Largo, Fort Myers, Safety Harbor, Palm Bay, Hillsborough County, Manatee County, Escambia County, Emerald Coast Utilities Authority, and the Peace River Manasota Regional Water Supply Authority, to name a few. Formerly with Raymond James and Associates, Inc., Natalie provided investment banking and advisory services to clients throughout the Southeast and Florida. While at Raymond James Natalie was responsible for evaluating, developing and executing financing solutions based on client objectives and market dynamics. During her time with Raymond James, Natalie was involved in the execution of \$4.5 billion of lead-managed municipal financings for state and local governments, primarily in Florida.

In addition to her extensive public finance experience, Natalie also has experience in real estate development and corporate finance. After receiving her MBA, Natalie was the Finance and Investments Manager for The Sembler Company, a real estate development company. Natalie began her career as an analyst in Corporate Investment Banking for Wachovia Securities, participating in deal teams for mergers and acquisitions advisory, debt private placements, strategic studies and valuations.

Natalie is a founding member of the Florida Chapter of Women in Public Finance, served as the President in 2019 and currently serves as an ex-officio member of the Board. Natalie also serves as a member of the University of Tampa Board of Fellows and the University of Tampa Educational Affairs Committee.

Natalie received a B.S. degree from the University of Tampa with a double major in finance and economics. Also, Natalie earned an MBA from The Wharton School of the University of Pennsylvania.

She is a registered Series 50, Municipal Advisor Representative.



Mickey Johnston
Senior Managing Director

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mjohnston@pragadvisors.com

Length of career in public finance
– 15 years

Professional Involvement

- Florida Government Finance Officers Association
- New Jersey Municipal Management Association, 2016 Presenter, “Municipal PILOT Agreements”

Representative Clients Served

- Florida League of Cities
- City of Clearwater
- City of Belleair Beach
- Village of Pinecrest
- Westgate/Belvedere Homes Community Redevelopment Agency
- Hillsborough County
- City of Newark
- City of Asbury Park

Education, Registrations & Certifications

- BBA, James Madison University
- Series 50 (Municipal Advisor Representative)

Michael “Mickey” Johnston joined PRAG in 2018 after spending over ten years advising municipalities across the State of New Jersey where he managed the financial analysis group for a large regional municipal accounting firm.

Since joining PRAG, Mr. Johnston has advised clients on various debt transactions including bond issues, bank loans, commercial paper notes, and other credit facilities. Mr. Johnston also has experience with P3 initiatives, actively builds custom financial models for clients, and structures cash flows utilizing the industry standard DBC software. In addition, Mr. Johnston leverages Bloomberg, The Municipal Market Monitor (TM3), and other industry sources to provide clients with regular market updates.

Mr. Johnston supports some of the Florida office’s larger clients but he also serves as lead advisor to smaller communities through PRAG’s relationships with the Florida League of Cities and Florida Municipal Loan Council.

Mr. Johnston has recently leveraged his prior experience by providing the City of Newark, the largest city in New Jersey, with support concerning tax abatement agreement analysis and negotiation. He works closely with the city’s Economic & Housing Development department to execute financial agreements between the city and developers.

Mr. Johnston has also recently assisted the coastal City of Asbury Park, N.J. with PILOT and Special Assessment billing calculations in connection with the city’s Waterfront Area Redevelopment and Redevelopment Area Bond Program. Aside from his work in public finance, Mr. Johnston also gained valuable experience as a Manager of Financial Analysis at Blackstone, one of the world’s leading investment firms, in New York City.

Mr. Johnston earned his B.B.A. in Finance from James Madison University. He is a registered Series 50, Municipal Advisor Representative.

April 16, 2024

Daniel Munt
Executive Director
Captiva Erosion Prevention District
P.O. Box 365
Captiva, Florida 33924

Dear Mr. Munt:

Public Resources Advisory Group, Inc. ("PRAG") welcomes the opportunity to provide independent municipal financial advisory services to the Captiva Erosion Prevention District (the "District") in connection with a potential special assessment financing for beach nourishment, erosion control and coastal protection.

The purpose of this letter is to confirm the scope of PRAG's engagement and fee structure in connection with the proposed financing. It is our understanding that you will be providing the project scope and costs and any necessary assessment methodology report. Based on the nature of the improvements, we expect that the project would qualify for tax-exempt financing, but Bond Counsel will need to provide an opinion as to the tax-exemption as well as the requirements for any public notices and/or referendum. Given the size of the financing, we expect a fixed-rate bank loan would be more cost effective than a bond issue due to the low issuance costs and lack of requirement for a bond rating.

PRAG has performed an initial review of the District's financial statements, budget and operations. We do note that as the District currently has outstanding debt any new financing will need to conform to any conditions that are contained in the existing bond documents.

PRAG will provide the following services in connection with the refinancing:

- Review the conditions and requirements pertaining to additional debt under the District's existing debt;
- Review project costs and recommend a financial structure to the District;
- Develop a task list and schedule for the financing;
- Draft and distribute a Request for Proposals for commercial banks active in the tax-exempt loan market;
- Evaluate the terms and pricing of all bank proposals and recommend a bank to the District;
- Coordinate the efforts of the District's staff, legal counsel and bank counsel to develop the loan documents;
- Review and comment on all documents associated with the financing;
- Prepare required debt service schedules;

- Participate in any public meetings required in connection with the financing, as requested;
- Review the assessment methodology and other supporting documentation; and
- Document and coordinate the loan closing process.

As Project Manager, I would be responsible for the direct delivery of advisory services to the District. I have over 35 years of experience in commercial banking, public finance investment banking, public-private partnerships and municipal financial advisory services. I am a registered Series 50, Municipal Advisor Representative and a Series 54, Municipal Advisor Principal and am based in our downtown St. Petersburg office. Others on the District's financing team will include Natalie Sidor, Senior Managing Director and Mickey Johnston, Senior Managing Director.

PRAG will be paid a flat fee of \$40,000 to represent the District as Municipal Advisor for the financing with the scope of services indicated herein for a single loan. If two loans are required in order to provide short-term funding in anticipation of future grants as well as long-term funding, PRAG would be paid an additional \$15,000. Our fee may be adjusted with the approval of the District if additional services not currently contemplated are required. Actual out of pocket expenses for travel in accordance with Florida statutes will also be reimbursed by the District at closing. Payment of our fee and expenses are contingent upon a successful closing of the financing and will be paid from the proceeds of the financing. Our engagement would terminate after the closing of the financing. In addition, our engagement may be terminated with or without cause by the District with 30 day's notice. As we are a regulated entity, I have enclosed our required disclosures for your review.

We look forward to the opportunity to work with the District.

Sincerely,

PUBLIC RESOURCES ADVISORY GROUP



Wendell G. Gaertner
Senior Managing Director

Accepted:

Cc: John Wade, Chair, Captiva Erosion Protection District Board

ADDENDUM REQUIRED DISCLOSURES

The Captiva Erosion Prevention District (the “District”) has retained Public Resources Advisory Group, Inc. (“PRAG”) as an independent registered municipal advisor to assist with the scope of services pursuant to the letter agreement dated April 26, 2024 (the “Agreement”) and attached hereto. Some of these activities qualify as municipal advisory activities pursuant to Section 15B of the Securities Exchange Act of 1934. As a registered municipal advisor, PRAG is required to have written documentation of its agreement with you and must provide certain information to you. This Addendum to the Agreement is provided under Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, effective June 23, 2016, in connection with the municipal advisory services we will be providing to you. This Addendum will serve as the written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship as of the date this letter is signed by PRAG.

1. Scope of Services

(a) Services to be provided: The scope of services with respect to PRAG’s engagement with the District is as provided in the Agreement (the “Scope of Services”).

(b) Limitations on Scope of Services: The Scope of Services is subject to such limitations as may be provided in the Agreement.

2. Term. The term of PRAG’s engagement as municipal advisor and the terms on which the engagement may be terminated are as provided in the Agreement.

3. Municipal Advisor’s Regulatory Duties When Servicing the District. MSRB Rule G-42 requires that PRAG make a reasonable inquiry as to the facts that are relevant to the District’s determination whether to proceed with a course of action or that form the basis for the advice provided by PRAG to the District with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, based on all the facts and circumstances. The rule also requires that PRAG undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. PRAG is also required under the rule to use reasonable diligence to know the essential facts about the District and the authority of each person acting on the District’s behalf.

Accordingly, PRAG will seek the District’s assistance and cooperation, and the assistance and cooperation of the District’s agents, with the carrying of these regulatory duties, including providing to PRAG accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, if the District provides direction to PRAG to review a recommendation made by a third party, PRAG requests that the District provide any information it has received from such third party relating to its recommendation.

4. Compensation. The form and basis of compensation for PRAG’s services as municipal advisor are as provided in the Agreement.

5. Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. Accordingly, PRAG makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how PRAG addresses or intends to manage or mitigate each conflict.

With respect to all of the conflicts disclosed below, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to PRAG's financial or other interests.

(a) Compensation-Based Conflicts: The fees and expenses due under this Agreement and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the District.

The fees charged are in a fixed amount as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives.

(b) Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the District. For example, PRAG serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

6. Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG sets out below required disclosures and related information in connection with such disclosures.

There are no legal or disciplinary events that are material to the District's evaluation of PRAG or the integrity of PRAG's management or advisory personnel disclosed, or that should be disclosed, on any Form MA and Form MA-I filed with the SEC. The District may electronically access PRAG's most recent Form MA and each most recent Form MA-I filed with the SEC at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

PRAG has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

7. Future Supplemental Disclosures. As required by MSRB Rule G-42, this letter may be supplemented or amended, from time to time as necessary, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of PRAG. PRAG will provide the District with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.