



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

South Seas Island Resort,
Alpha Cone Room
Captiva, Florida 33924

Tuesday, November 12, 2019
1:00 P.M.

**CEPD Regular Board Meeting
November 12, 2019
Table of Contents**

Agenda		3-4
October 7, 2019 Regular Meeting Minutes		5-10
October 17, 2019 Briefing Meeting Minutes		11-12
Financial Report, October 31, 2019		to be distributed
ACTION ITEMS		
SOP for Appointing Commissioner		13-19
Resolution 2019-13 Capital Budget Approval FY 19/20		20-22
2020 Meeting Dates		23-24
Agreements for Tourism Tax Funding		25-41
Cover letter	25	
Beach Maintenance Contract	26-33	
Redfish Pass	34-41	
SOP for Emergency Beach Cleanup		42-45
OLD BUSINESS		
Ad Valorem Apportionment		46-74
Revised Benefit Analysis 11/2/19	46-71	
Pros and Cons White Paper	72-74	
Accounting Scope of Service		75-76
DEP Discussion re Beach Access/Hotel Accommodations		none
Update on Parking Lot		none
Redfish Pass		77-78
Advocacy Letter and Contacts		79-80
Emeritus Commissioner		none
NEW BUSINESS		
APTIM and Coastal Protection Engineering		none
Lobbying – Richard Pinsky, Akerman		none
Administration Interim Contracts		81-98
Administrator	81-89	
Deputy Administrator	90-98	
Subcommittee Scope		99
Mauldin & Jenkins Contracts		100-110
Administrators' Reports		
CDM Training		none
TRIM Update		none

Agenda
of the Regular Meeting of the
Captiva Erosion Prevention District
South Seas Island Resort, Alpha Cone Room
November 12, 2019 @ 1:00 P.M.

1. Call to Order
2. Roll Call
3. Approval of October 7, 2019 Board Meeting Minutes
Approval of October 17, 2019 Briefing Meeting Minutes
4. Public Comment
5. Financial Report ending October 31, 2019
6. ACTION ITEMS
 - a. SOP for Appointing Commissioner
ACTION REQUESTED: Motion to approve new Standard Operating Procedure entitled "Appointing a Commissioner to a Vacant Seat."
WHY ACTION IS NECESSARY: To provide consistency for appointing a Commissioner.
WHAT THE ACTION ACCOMPLISHES: Approves SOP on appointing a Commissioner when a seated Commissioner resigns mid-term. This will maintain consistency for all applicants to the position.
 - b. Resolution 2019-13 Approve Project Budget for FY 19/20
ACTION REQUESTED: Approve Resolution 2019-13 Project Budget FY 19/20
WHY ACTION IS NECESSARY: To approve the capital budget for FY 19/20
WHAT THE ACTION ACCOMPLISHES: Approves capital budget in the amount of \$
 - c. 2020 Meeting Dates
ACTION REQUESTED: Motion to approve the meeting dates as set forth on the attached calendar for 2020
WHY ACTION IS NECESSARY: To set dates in advance
WHAT THE ACTION ACCOMPISHES: Allows dates to be noticed to county and public as required.
 - d. Agreements for Tourist Development Tax Funding
ACTION REQUESTED: Motion to approve the Agreements for Tourist Development Tax Funding documents for the Lee County FY 2019-202
WHY ACTION IS NECESSARY: To authorize signatory to execute contract.
WHAT THE ACTION ACCOMPISHES: Allows Administration to return an executed

contract for CEPD Beach Park Facility Maintenance for \$130,100 as well as Redfish Pass Sand Search & Borrow Area Design in the amount of \$349,932.25.

- e. SOP for Emergency Beach Cleanup
ACTION REQUESTED: Motion to approve SOP for Emergency Beach Cleanup
WHY ACTION IS NECESSARY: To set standard procedures for Administration to follow when experiencing dead fish, especially during red tide events.
WHAT THE ACTION ACCOMPLISHES: Sets standards that provide Administration with guidelines to follow during emergency beach cleanup occurrences.

7. Old Business

- a. Ad Valorem Apportionment – Carroll Wetzel
- b. RFP for Accounting Firm
- c. DEP Discussion re Beach Access and Hotel Accommodations
- d. Update on Parking Lot
- e. Redfish Pass – Resolution 2019-03 approved, TDC FY19/20 approved
- f. Advocacy Letter
- g. Emeritus Commissioner

8. New Business

- a. APTIM and Coastal Protection Engineering – Tom Pierro
- b. Lobbying – Richard Pinsky, Akerman
- c. Administration Contracts
- d. Subcommittee
- e. Mauldin & Jenkins Contracts – Daniel Anderson

9. Administrators' Reports

- a. CDM Training – Acceptance and Scholarship
- b. TRIM update

10. Commissioners Comments

11. Adjournment

Board Meeting Minutes
of the Regular Meeting of the
Captiva Erosion Prevention District
South Seas Island Resort, Alpha Cone Room
October 7, 2019 @ 1:00 P.M.

Commissioners Present: Mike Mullins, Chair; Michael Lanigan, Vice Chair; Harry Kaiser, Secretary

Excused: Bob Walter, Treasurer

Staff Present: Carolyn Weaver (Administrator); Joe Wagenti (Deputy Administrator); Robin Mixon (Hans Wilson & Associates)

1. Call to Order

Chairman Mullins called the meeting to order at 1:00 pm.

2. Roll Call

The Chair called the roll and the results are outlined above.

3. Approval of August 12, 2019 Board Meeting Minutes

Commissioner Kaiser moved to approve the minutes.

Commissioner Lanigan seconded the motion

Motion carried unanimously

Approval of September 26, 2019 Board Meeting Minutes

Commissioner Kaiser moved to approve the minutes.

Commissioner Lanigan seconded the motion

Motion carried unanimously

Approval of September 26, 2019 Final Budget Hearing Meeting Minutes

Commissioner Kaiser moved to approve the minutes.

Commissioner Lanigan seconded the motion

Motion carried unanimously

4. Public Comment

John Silvia spoke on his background and consideration for commissioner.

5. Financial Report ending September 30, 2019

Ms. Weaver gave a report on the current status.

Mr. Wagenti explained the residual budget column (pg. 31). Chairman Mullins requested to remove capital expenditures from the reserve accumulations sheet (pg. 35).

6. ACTION ITEMS

a. SOP for Appointing Commissioner

ACTION REQUESTED: Motion to approve new Standard Operating Procedure entitled "Appointing a Commissioner to a Vacant Seat."

WHY ACTION IS NECESSARY: To provide consistency for appointing a Commissioner.

WHAT THE ACTION ACCOMPLISHES: Approves SOP on appointing a Commissioner when a seated Commissioner resigns mid-term. This will maintain consistency for all applicants to the position.

There were no motions made and no vote taken. Discussed followed.

Chairman Mullins discussed the need to limit absences, and/or the consequences thereof; also discussed a Board process to determine if an absence is excused. This process could be added into Appendix B or change the Rules of Procedure.

Commissioner Lanigan thought it seems reasonable to limit up to 3 absences. Suggests putting this into the Rules of Procedure first. Staff will need to check on exact procedure of changing that.

Commissioner Lanigan has an issue on the voting calculations; it should be added up cumulatively instead of the current proposed method.

Chairman Mullins asked for a couple of examples for the Board to consider. He also suggested the ballot process will be repeated in case of a tie.

Commissioner Lanigan asked that the winner of voting is binding.

b. 2019/2020 Contract with APTIM

ACTION REQUESTED: Motion to approve new contract with APTIM for T&M materials NTE \$24,999

WHY ACTION IS NECESSARY: To allow continuous usage of APTIM for assistance

WHAT THE ACTION ACCOMPLISHES: Allows Administration to utilize APTIM as needed, NTE \$24,999 for assistance not covered in specific contracts.

Discussion:

Chairman Mullins has a change to the agreement, on pg 45. He wants to add 'prior' authorization. It will be discussed with APTIM measures in getting prior authorization of charges.

Discussion switched over to discuss the overall services from APTIM, the pricing structures and costs and if CEPD should hire a 3rd company to review all existing contracts. Administration will look into the possibility and cost.

Chairman Mullins asked Steve Boutelle about Lee County's competitive bid process. Mr. Boutelle will share contact information with Administration to help create CEPD standard procedures that are similar to the county.

Mr. Boutelle further explained the procurement process and how a committee of 5 ranks the professional services to award contracts.

Administration was asked to get a full plan and pricing (in regards to APTIM) to present at a briefing meeting later in the month.

Commissioner Lanigan moved to accept the contract

Commissioner Kaiser seconded the motion

Motion carried unanimously

7. Old Business

a. Emeritus Commissioner

No candidates yet, but staff will create a SOP for the position. Ms. Weaver reached out to other districts. Ms. Stroud said it is not an issue.

b. RFP for Accounting Firm

Chairman Mullins offered that he will reach out to other places to see who they use. It was agreed to continue looking for a bookkeeper and CPA firm. This will be carried to the November board meeting.

c. DEP Discussion re Beach Access and Hotel Accommodations

CEPD is working with the DEP and APTIM to show a significant amount of rentals on the island. This will continue to be an ongoing effort to also include involvement with the FSBPA and their lobbying efforts.

CEPD is also working to optimize bike racks in accordance with DEP parameters.

Chairman Mullins asked for an update on our consideration from the Army Corps (Jackie Keiser). Ms. Weaver explained that Ms. Keiser recently received another promotion, but reached out to Laurel Riechold for an update.

Commissioner Lanigan stressed to CEPD staff the continued need for tracking and to ensure there is a documentation trail.

d. Update on Parking Lot

Mr. Wagenti asked the Board for any input concerning the proposed site plan. Chairman Mullins offered to meet later in the week to discuss.

Commissioner Lanigan asked the staff to get a quote for maintenance and cleaning of the bathroom trailer as well as a new quote for pumping.

e. Website Update

Chairman Mullins instructed staff to go live with the site.

f. FEMA funds

Chairman Mullins asked staff to explain the increase from 75% to 90% funding for Hurricane Irma relief. Ms. Weaver explained that we will be receiving a total of \$1,067,703.54 from Hurricane Irma funding relief that can be used for the renourishment. That is up from the \$847,383.76 previously approved.

Commissioner Kaiser asked if CEPD staff is continuing to look into available grants. The answer is yes.

8. New Business

a. HWA resignation

The Board received the resignation letter from Hans Wilson and Associates for administration oversight services. The contract will end November 30, 2019. Chairman Mullins will work with Ms. Weaver and Mr. Wagenti for solutions to the situation and bring suggestions to the Board at the November meeting.

b. Alison Hagerup Parking Lot after hours usage for Captains for Clean Water event hosted by Sandi Stillwell on 11/6 and 11/14.

Chairman Mullins is in support, however the Lee County Sherriff suggested previously the park close at dusk. Stilwell can get insurance or they can park at their risk. CEPD not accepting liability for parking at dark or park at own risk. Stillwell to indemnify and hold CEPD harmless.

c. Subcommittee

The names of those interested in serving on the subcommittee were shared in the agenda materials. Chairman Mullins asked staff to contact Jeff Brown to put a scope together of purpose/reasoning behind such a committee.

Commissioners Lanigan mention the Emeritus position, as an active commissioner to step aside to such a position. This was discussed previously on the agenda.

Chairman Mullins also discussed there might be another committee at some point regarding sea level rise.

d. Maudlin & Jenkins contracts

Chairman Mullins directed staff to get an explanation of "program tests" from the auditor before they proceed with the contract. Staff was also asked to find out why the letter is dated August 1, 2019 but wasn't received until September 30, 2019.

- e. Sanibel/Captiva Resilience grant for SLR
Chairman Mullins shared that James Evans reached out regarding the Resilience Grant Sanibel is requesting for Sea Level Rise. Mr. Evans wanted permission to include Captiva in the study. There being no cost for the inclusion, and being considered can be helpful in the future, permission was granted by Mullins.

Joel Couette shared that the proposal was due prior to the Board meeting. He also stated that they are looking at July 1 2020 to April 30 2021 for the modelling to be complete. May 2020 is the award date. The modelling will use 24 tracks from Hurricanes Charlie and Irma and how certain assets (up to 500) on the islands are impacted. Chairman Mullins extended the CEPD appreciation to Sanibel for included Captiva in the study.

9. Administrators' Reports

- a. FSBPA Report
Ms. Weaver gave a brief presentation of the conference in the agenda materials. Commissioner Lanigan asked staff to include "take aways" in future reports. Presentations from FSBPA will be available soon on their website and will be forwarded to the Board if requested.
- b. CDM Training
Ms. Weaver and Mr. Wagenti requested board approval to attend the upcoming CDM (Certified District Manager) training in January 2020. Chairman Mullins wants staff to reach out to FSBPA and find out what they do with members and lobbying efforts, and to contrast that to what FASD offers for discussion in the next board meeting.
- c. TRIM Update
Ms. Weaver updated the board on TRIM (truth in millage) and confirmed CEPD met all the requirements and will have submitted the last report by 5pm today. CEPD is still waiting on the newspaper clippings to submit to the state; we have 30 days. Chairman Mullins asked if the CEPD have an SOP on TRIM and the need for a proofing process for all required statements. There is not one; it will be created.

10. Commissioners Comments

Chairman Mullins recognizes Steve Boutelle, Marine Operations Manager for Lee County, and showed appreciation of the cooperation between everyone.

Commissioner Lanigan went over what is requested from CEPD administration:

1. Inventory of contracts with APTIM and overall plan of work ahead.
2. Follow up on renourishment.
3. Need to hire another engineering firm to look over APTIM's proposals.
4. SOP on how we proceed with projects regarding procurement. Administration will reach out to Lee County procurement.

11. Adjournment

The meeting was adjourned at 3:03 p.m.

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Briefing Meeting Minutes
of the
Captiva Erosion Prevention District
CEPD Office, 11513 Andy Rosse Lane, Unit 4
October 17, 2019 @ 1:00 P.M.

Commissioners Present: Mike Mullins (Chair); Harry Kaiser (Secretary)

Commissioners Absent: Michael Lanigan (Vice Chair); Bob Walter (Treasurer)

Consultants Present: Carolyn Weaver (Administrator); Joe Wagenti (Deputy Administrator); Dr. Gary Jackson (Economist); Dr. Bill Stronge (Economist-by phone)

1. Call to Order

Chairman Mullins called the meeting to order at 1:04 pm.

Dr. Jackson joined the meeting at 1:18pm

2. Roll Call

The Chair called the roll and the results are outlined above.

3. Public Comments

Carroll Wetzel (by phone) wanted to express to the CEPD board to vote on the concept of an ad valorem-based apportionment approach in lieu of the benefits-based approach. He also discussed that CEPD should be careful making exceptions to the process and that it would cause more problems than good. Another point Mr. Wetzel made was his opposition in CEPD assessing a value to common elements.

Dick Pyle commended the property appraiser's valuation and is in favor of the Ad Valorem approach.

4. Tentative Apportionment

Chairman Mullins recognized Dr. Jackson's work on rental property and how CEPD will use that report for additional funding on the state and federal level. Also wants to ensure that the CEPD will need to further identify properties throughout the island that are renting.

Further discussion on feathering and if the CEPD should pursue that method. Dr. Stronge stated in the past they would feather up to 5 properties on each side of the zone partitions, but the basis of which is based on the engineers' report. Chairman Mullins wanted to postpone this method until a later date.

Discussion changed to addressing common elements and how to assess those particularly for Sunset Captiva and the Gulf Way Association. Chairman Mullins discussed a linear-foot method instead of using the aggregate value of each association. He also asked the economists to update the apportionment spreadsheet with the most current appraisal (just values) that will come out sometime October, 2019. The Gulf Way property was discussed on how to assess that 40' strip of property and CEPD working with the County appraiser to determine value.

Next item discussed was the Commercial valuations and if the CEPD should only regard those property's values or if the CEPD should consider a different approach. Chairman Mullins would like the economists to perform an enhanced commercial apportionment which was also noted in Dr. Stronge's memo earlier this year. He would like this information available for the November 12th board meeting. This would be addressed along with consideration of an Ad Valorem approach for residential properties.

Dr. Stronge went into explaining the impact of commercial properties (or lack thereof). For instance, the Green Flash is evaluated low but has a large impact. Chairman Mullins then discussed rentals versus commercial property and the differences in assessment.

Next issue was back to Sunset Captiva and that CEPD might consider a policy of assessing each condo association as a whole.

5. Commissioner Comments

None.

Meeting adjourned at 2:46pm



Captiva Erosion Prevention District (CEPD)

Board of Commissioners

Standard Operating Procedure

for

Appointing a Commissioner to a Vacant Seat

<u>Section</u>	<u>Page</u>
Document History.....	2
Background and Description.....	2
Purpose.....	2
Procedure Participants.....	2
Frequency.....	2
Steps.....	2
Monitoring.....	3
Performance Measures.....	3
Related SOP's.....	3
Appendix A – Requirements and Expectations.....	4
Appendix B – Why Become a Commissioner?.....	6

DOCUMENT HISTORY

Revision date	What was revised	Effective date	Author
7/18/2019	New-Original	11/12/2019	CLW

BACKGROUND AND DESCRIPTION

The CEPD Board consists of five Commissioners. Commissioners are elected to serve a four-year term. When a Board seat becomes vacant prior to an election, the remaining Commissioners appoint someone to fill the seat.

PURPOSE

The purpose of this SOP is to establish a standard procedure for appointing a Commissioner.

PROCEDURE PARTICIPANTS

The following are participants in this SOP:

CEPD Administrators
CEPD Commissioners

FREQUENCY

The steps in this SOP are performed when there is a vacancy on the Board of Commissioners due to resignation, death, or removal.

STEPS

The CEPD shall solicit applications to fill a Commissioner's position.

Solicitation shall be made as follows:

1. Announce vacancy at the next Board meeting.
2. Send a Beach Brief announcing vacancy.
3. Announce vacancy at next Captiva Community Panel meeting.
4. Place an advertisement in the local newspaper.

Applicants will be requested to submit a letter of interest, as well as a resume, c. vitae, or other background information.

Upon receipt of all applications, submitted information will be distributed to current Commissioners.

Place appointment on the agenda as soon as practicable.

Each applicant will be requested to attend a scheduled board meeting to present their qualifications. Each Commissioner will then have time to ask the individual any questions. Each applicant will be provided an equal amount of time at the discretion of the Chairman.

Upon completion of the interviews, each Commissioner shall rank the applicants in order of preference with the top applicant receiving the numerical value of one (1) and the next highest applicant receiving the numerical value of two (2) and the ranking process continuing through the remaining number of applicants. These rankings shall be provided to the Board Secretary (or an appointee) who will tally each ranking as follows:

- The person with the most #1 votes is announced and the call for motion, second, and vote will be taken.
- In the case of a tie, remove all candidates that are not included in the tie.
- Tally the total numbers for the two candidates that tied.
- The candidate with the lowest total is announced and the call for motion, second and vote is taken.
- If there is still a tie, discussion should ensue and a vote taken again.
- Re-tally with the most #1 votes.

Should the motion fail, subsequent motion(s) shall be considered until the Board fills the vacancy.

Once the Board has voted on a Commissioner, send the Board Minutes, copy of the Oath, and 2019 Form 1 Statement of Financial Interests to the Supervisor of Elections office (tlipa@lee.vote) and request receipt.

MONITORING

The CEPD Administrator has overall responsibility for gathering information for the Board of Commissioners.

The CEPD Commissioners are responsible for appointing the new Commissioner.

PERFORMANCE MEASURES

1. Public solicitations were made.
2. Resumes and contact information was received and distributed.
3. Board Secretary confirms tally and announces at meeting.

RELATED SOP'S

SOP for Supporting General Elections
SOP for Regular Board Meeting Support
SOP for Special Board Meeting and Emergency Board Meeting
SOP for Providing Administrative Assistance to CEPD Commissioners
Appendix A: Requirements and Expectations
Appendix B: Why Become a Commissioner of the Captiva Erosion Prevention District?

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APPENDIX A

Captiva Erosion Prevention District Board of Commissioners Requirements and Expectations

Requirements, as stated in the Legislature of the State of Florida, Chapter 2000-399, House Bill No. 927.

The Board of Five Commissioners, who shall constitute the Captiva Erosion Prevention District Board, shall be:

- Qualified electors residing within the District.
- Shall each serve a period of 4 years (unless removed for cause by the Governor of Florida).
- Shall receive no compensation.
- Shall be elected by the qualified electors residing within the District.
- Candidates seeking election to the District Board shall qualify between noon of the 50th day and noon of the 46th day prior to the election.
- A candidate seeking election to the District Board must qualify by paying a filing fee of \$25 or by obtaining the signatures of at least 3 percent of the qualified electors residing within the District on a petition to be verified by the Lee County Supervisor of Elections.
- Any candidates seeking election to the District Board will open a depository and appoint a campaign treasurer before accepting any contributions or expending any funds for the purpose of seeking election to the District Board. However, if the only campaign expenditure of a candidate seeking election to the District Board is the fee required for the checking of signatures on the petition for filing, and the candidate accepts no contributions and expends no other campaign funds, it will not be necessary to open a campaign depository.
- If a vacancy occurs on the Board due to the resignation, death, or removal of a Board member, the remaining members may appoint a qualified person to fill out the remainder of the unexpired term. Notification of all resignations, vacancies, or appointments shall be filed with the Lee County Supervisor of Elections.

Expectations:

- Attendance at the monthly Board meeting, and the following (as listed in the Rules and Regulations):
 1. Must vote on every motion in which he/she has no personal interest. A commissioner may not abstain unless he/she has a bona fide conflict of interest as defined in Section 112.3143, F.S., as amended.
 2. May, only after recognition by the Chair, introduce motions, discuss subjects and vote.
 3. May request to consider a subject informally, if no objection. If there is objection, he/she is obliged to put a motion which must be seconded to determine the result by a majority

- vote. This is debatable, but not amendable.
4. May appeal a decision of the Chair without a second. This is debatable if the question was debatable, is not amendable and is decided by a majority vote.
 5. May move to refer the subject to the next regular meeting. This is seconded, decided by a majority vote, is debatable and amendable.
 6. May informally request a recess in a meeting for a reasonable time. If there is an objection, the Commissioner shall state the request in the form of a motion, which must be seconded, to determine the result by a majority vote. The length of time of the recess and the time the meeting will be reconvened must be announced before recessing. A meeting may not be recessed for more than five hours and must be reconvened the same day.
 7. If no motion is pending, may move to adjourn. Upon the completion of the agenda, an adjourned meeting may be "moved" by specifying time and date of the next regular meeting. These motions are seconded and decided by a majority vote. They are not debatable, but are amendable as to time.
- Attendance at the weekly workshop (on Thursdays at 1:00PM) is expected whenever possible. These meetings are often cancelled.

APPENDIX B

Why Become a Commissioner of the Captiva Erosion Prevention District?

- Because you are community-oriented
- Because you care about preserving and sustaining the coastal environment
- Because you recognize the benefits beach renourishment bring to both the community and local economy.
- Because you want to make sure Captiva is a viable and thriving community well into the future

How to Become a Commissioner?

Elected

You must be a registered Captiva voter residing within the District.
You are elected by the qualified electors residing within the District.
Positions come up for election every two years.

Appointed

If a vacancy occurs on the Board due to the resignation, death, or removal of a Board member, the remaining members may appoint a qualified person to fill out the remainder of the unexpired term.

What is Expected of a Commissioner?

- Attendance at the monthly Board meeting.
- Attendance at the Briefing Meetings, if possible. (These are often cancelled and are not mandatory.)
- Vote on every motion in which there is no personal interest or conflict of interest.
- Request items be placed on the meeting agenda, introduce motions and resolutions, and discuss subjects.
- Attend CEPD public hearings, emergency meetings, special meetings, and workshops..
- Any commissioner can serve as an officer (Chair, Vice-Chair, Secretary, or Treasurer) if and when elected by the other commissioners.

Other

Commissioners serve a four-year term.
Commissioners receive no compensation.

RESOLUTION NO. 2019-13
BY THE BOARD OF COMMISSIONERS
OF THE CAPTIVA EROSION PREVENTION DISTRICT
LEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF THE CAPTIVA EROSION PREVENTION DISTRICT OF LEE COUNTY, FLORIDA, ADOPTING THE PROJECT FUND BUDGET FOR FISCAL YEAR 2019/2020; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Captiva Erosion Prevention District of Lee County, Florida, on November 12, 2019, held a public hearing; and

WHEREAS, the Captiva Erosion Prevention District of Lee County, Florida, set forth the appropriations and revenue estimate for the Project Budget for Fiscal Year 2019/2020.

NOW THEREFORE BE IT RESOLVED by the Captiva Erosion Prevention District of Lee County, Florida, that:

1. The Fiscal Year 2019/2020 Project Budget be adopted;
2. This resolution will take effect immediately upon its adoption.

THE FOREGOING RESOLUTION was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to vote, the vote was as follows:

Chairman Michael Mullins	_____
Vice Chair Michael Lanigan	_____
Secretary Harry Kaiser	_____
Treasurer Bob Walter	_____

DULY PASSED AND ADOPTED THIS 12th day of November, 2019.

Board of Commissioners of the
Captiva Erosion Prevention District

By: _____
Chairman

Certified by: _____
Secretary

Approved as to Form

By: _____
Board Attorney

CAPTIVA EROSION PREVENTION DISTRICT
Proposed CAPITAL PROJECTS BUDGET
FISCAL YEAR 2019/2020

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Ordinary Income/Expense	Budget 2018/2019	Budget 2019/2020	TOTAL BUDGET FY19/20
Income			
Grant Income - Local	146,100		441,832
TDC Redfish Pass Phase II		349,932	38,200
TDC Park Maintenance		91,900	revenue
Lee County Year Five Monitoring		161,706	161,706
DEP12LE2			
Grant Income - State	33,000		
Year Five Monitoring		47,758	47,758
Prior funding 12LE2			
Interest Income	500		3,500
Parking Lot Revenue	340,000		340,000
Reserves - General	89,685		89,685
Special Assessments			
Special Assessments Principal	250,000		250,000
Special Assessments Interest & Fees	30,000		30,000
Total Special Assessments*	280,000		280,000
Total Income	889,285		922,649
Administration Expense			
Accounting	0		24,000
half gen/half cap			
Advertising	2,000		2,000
Administration Management			140,000
Annual Memberships & Fees	2,000		2,000
Cost of Assessment Collections	1,000		1,000
Engineering	20,000		20,000
Insurance	15,000		8,000
Legal	0		24,000
Rent	7,500		7,500
1/2 gen and 1/2 cap			
Storage of Records	<u>2,800</u>		<u>2,800</u>
Total Administration Expenses	50,300		231,300

CAPTIVA EROSION PREVENTION DISTRICT
Proposed CAPITAL PROJECTS BUDGET
FISCAL YEAR 2019/2020

DRAFT

	Budget	Budget	TOTAL
	2018/2019	2019/2020	BUDGET
			FY19/20
Beach Park Lot Expenses			
Park Maintenance	40,000		40,000
Portable toilets	8,000		8,000
Parking Machines Warranty	1,400		2,400
Sales Tax	21,000		22,100
Equipment	73,000		49,000 Shower, Benches, locks
Pavers			90,000
ADA Lot Compliance			23,000
Site Preparation and Construction	35,000		35,428
Signage	1,500		1,500
Utilities	500		1,800
Credit Card Usage Fees	9,000		9,000 Water & Power
Total Beach Park/Lot Expenses	189,400		282,228
Project Management Support			
Professional Fees	155,000		0
Project Consultant (Engineering)	118,000		88,000
Project Consultant (Economist)	0		30,000
Total Project Management Support	273,000		118,000
Renourishment 2020-2021 Design Phase			
Feature Design Analysis	0		50,000 From 19/20 LGFR
Final Design, Plan & Specs, and Bidding	0		150,000 From 19/20 LGFR
Total Renourishment 20/21 Design Phase	0		200,000
Other Expense			
2013-14 Year Five Physical Monitoring			209,464
Redfish Pass Geo-Technical Investigation			350,000
Permit Modification			50,000
Debt Service Principal	700,000		700,000
Debt Service Interest	26,000		26,000
Total Other Expense	726,000		1,335,464
Total Expense	1,238,700		2,166,992
Net Income	-349,415		-1,244,343

NOTE: This does not include the the obligated but yet unpaid funds from FEMA (Fed and State) that total \$1,083,506

**Captiva Erosion Prevention District
2020 Public Meetings**

The Captiva Erosion Prevention District announces the following meetings for 2020. All persons are invited to attend. All Regular Board Meetings are held at South Seas Conference Center, 5400 Plantation Road, Captiva, Florida. All Board Briefing Meetings are held at the CEPD office, 11513 Andy Rosse Lane, Unit 4, Captiva, Florida. (Board Briefing Meetings may be canceled if no quorum exists.)

January 13	Regular Board Meeting @ 1:00 pm
January 2, 9, 16, 23, 30	Briefing Meeting @ 1:00 pm
February 10	Regular Board Meeting @ 1:00 pm
February 6, 13, 20, 27	Briefing Meeting @ 1:00 pm
March 9	Regular Board Meeting @ 1:00 pm
March 5, 12, 19, 26	Briefing Meeting @ 1:00 pm
April 13	Regular Board Meeting @ 1:00 pm
April 2, 9, 16, 23, 30	Briefing Meeting @ 1:00 pm
May 11	Regular Board Meeting @ 1:00 pm
May 7, 14, 21, 28	Briefing Meeting @ 1:00 pm
June 8	Regular Board Meeting @ 1:00 pm
June 4, 11, 18, 25	Briefing Meeting @ 1:00 pm
July 13	Regular Board Meeting @ 1:00 pm
July 2, 9, 16, 23, 30	Briefing Meeting @ 1:00 pm
August 10	Regular Board Meeting @ 1:00 pm
August 6, 13, 20, 27	Briefing Meeting @ 1:00 pm
September 10	Tentative Budget Hearing @ 5:01 pm*
September 24	Regular Board Meeting @ 3:00 pm*
September 24	Final Budget Hearing @ 5:01 pm*
September 3, 17	Briefing Meeting @ 1:00 pm
October 12	Regular Board Meeting @ 1:00 pm
October 1, 8, 15, 22, 29	Briefing Meeting @ 1:00 pm
November 9	Regular Board Meeting @ 1:00 pm
November 5, 12, 19	Briefing Meeting @ 1:00 pm
December 7	Regular Board Meeting @ 1:00 pm
December 3, 10, 17	Briefing Meeting @ 1:00 pm

*Budget Hearing dates are subject to change.

If a person decides to appeal any decision made by the District Board with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he 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.

F.S. S189.005 (1) (1983); S286.0105 (1983)

2020 Meeting Dates

January, 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
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February, 2020						
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23	24	25	26	27	28	29

March, 2020						
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29	30	31				

April, 2020						
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May, 2020						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June, 2020						
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28	29	30				

July, 2020						
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August, 2020						
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23	24	25	26	27	28	29
30	31					

September, 2020						
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October, 2020						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

November, 2020						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December, 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Legend	
Regular Board Meeting	
Board Briefing Meeting	
National Holiday - CEPD Office Closed	

September Hearing & Meeting Dates and Times	
September 10 - Tentative Budget Hearing, 5:01 pm*	
September 24 - Regular Board Meeting, 3:00 pm*	
September 24 - Final Budget Hearing, 3:00 pm*	
*Dates subject to change as cannot conflict with County Budget Hearings	

RECEIVED

OCT 10 2019



October 8, 2019

Carolyn Weaver, Administrator
 CAPTIVA EROSION PREVENTION DISTRICT
 11513 Andy Rossi Ln. Unit #4
 Captiva, FL 33924

Dear Ms. Weaver:

Enclosed please find the "Agreement for Tourist Development Tax Funding" documents for the following projects approved for funding in Lee County's fiscal year 2019-2020:

<u>Project No.</u>	<u>Project Name</u>	<u>Amount</u>
401911	CEPD Beach Park Facility Maintenance	\$ 130,100
403279	Redfish Pass Sand Search & Borrow Area Design	\$ 349,932.25

Two (2) originals are provided for execution by CEPD.
 Once executed, please return as soon as possible, to my attention for approval by the Lee County Board of County Commissioners.
 A fully executed original agreement project contract will be returned for your files.

Should you have any questions, please feel free to contact this office.

Sincerely,

Nancy MacPhee
 Program Manager

Enclosures

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT
BETWEEN LEE COUNTY and CAPTIVA EROSION PREVENTION DISTRICT**

THIS GRANT AGREEMENT is entered into this ____ day of _____,
201__ by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a
political subdivision and charter county of the State of Florida, hereinafter referred to as
the “**COUNTY**” and the CAPTIVA EROSION PREVENTION DISTRICT, hereinafter
referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist
Development Plan and Florida Statutes Section 125.0104.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinances
No. 13-14 and 16-18, and as may be further amended from time to time, Lee County
collects tourist development tax; and

WHEREAS, COUNTY has the authority to enter into this Agreement and
distribute Tourist Development Tax funds in the amount and manner set forth in this
Agreement; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the Tourist
Development Tax may only be spent in accordance with state law, case law and the
Tourist Development Plan adopted by Lee County; and

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

NAME: BEACH FACILITY MAINTENANCE

NUMBER: 401911

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. This Agreement is effective as of October 1, 2019 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2020 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date").
2. This Agreement is a cost reimbursement Agreement. The **RECIPIENT** will perform the work as outlined in the project description approved by the Tourist Development Council; and thereafter submit a detailed invoice to the **COUNTY**. The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed one hundred thirty thousand one hundred dollars (\$130,100) during the **COUNTY'S** fiscal year 2019/2020.
3. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** and those items approved by the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project without obtaining prior approval from the Tourist Development Council and **COUNTY**. The Director of the Visitor Convention Bureau or designee may approve minor changes, alterations and/or substitutions.

4. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None
5. **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
6. **RECIPIENT** shall invoice the **COUNTY** quarterly or provide status update in the event invoicing is delayed.
7. Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the **COUNTY**.
8. The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period.
9. **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.
10. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be

liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.

11. Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand a return of Grant Funds if **COUNTY** terminates this Agreement.
12. The **RECIPIENT** shall reimburse the **COUNTY** for any sums adjudged by a court of competent jurisdiction to be an unauthorized expenditure.
13. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
14. This agreement may not be modified, amended or extended orally. This agreement may only be amended by written agreement executed by the governing bodies of both parties.
15. This Agreement is effective upon execution by the Parties and, unless otherwise terminated in accordance with its terms, will continue until the end of the fiscal year, or if later, the date on which all funds have been reimbursed.
16. The **COUNTY** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the goals of the program or has violated the terms of this Agreement.

Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

- 17. **COUNTY**, by written notice to **RECIPIENT**, may terminate this Agreement when **COUNTY** determines in **COUNTY'S** sole and absolute discretion this it is in **COUNTY'S** interest to do so. **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. **RECIPIENT** shall not be entitled to recover any funding.
- 18. **COUNTY** is subject to the provisions of chapter 119, Florida Statutes, relating to public records. Any document **RECIPIENT** submits to **COUNTY** under this Agreement may constitute public records under Florida Statutes. **RECIPIENT** shall cooperate with **COUNTY** regarding **COUNTY'S** efforts to comply with the requirements of chapter 119, F.S. **RECIPIENT** shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by **RECIPIENT** in connection with this Agreement. **RECIPIENT** shall allow public access to all records made or received

by **RECIPIENT** in connection with this Agreement, unless the records are exempt from Section 119.07(1), or other applicable Florida Statutes.

19. **RECIPIENT** shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of **COUNTY**, which consent may be withheld in **COUNTY'S** sole and absolute discretion.
20. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreement, either verbal or written, between the Parties. If a court of competent jurisdiction voids or hold unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
21. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

22. Contact Information

COUNTY

Lee County Board of County Commissioners
Director, Visitor and Convention Bureau

RECIPIENT

Captiva Erosion Prevention District, Administrator

23. The Parties' respective contact information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this _____ day of _____, 20_____.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

CAPTIVA EROSION PREVENTION DISTRICT

BY: _____

BY: _____

OCT 22 2019

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT
BETWEEN LEE COUNTY and CAPTIVA EROSION PREVENTION DISTRICT**

THIS GRANT AGREEMENT is entered into this ____ day of _____,
201__ by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a
political subdivision and charter county of the State of Florida, hereinafter referred to as
the “**COUNTY**” and the CAPTIVA EROSION PREVENTION DISTRICT, hereinafter
referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist
Development Plan and Florida Statutes Section 125.0104.

WITNESSETH:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinances
No. 13-14 and 16-18, and as may be further amended from time to time, Lee County
collects tourist development tax; and

WHEREAS, COUNTY has the authority to enter into this Agreement and
distribute Tourist Development Tax funds in the amount and manner set forth in this
Agreement; and

WHEREAS, COUNTY and **RECIPIENT** acknowledge that the Tourist
Development Tax may only be spent in accordance with state law, case law and the
Tourist Development Plan adopted by Lee County; and

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

NAME: Redfish Pass Sand Search & Borrow Area Design

NUMBER: 403279

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. This Agreement is effective as of October 1, 2019 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2020 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date").
2. This Agreement is a cost reimbursement Agreement. The **RECIPIENT** will perform the work as outlined in the project description approved by the Tourist Development Council; and thereafter submit a detailed invoice to the **COUNTY**. The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed three hundred forty nine thousand nine hundred thirty two dollars and twenty five cents (\$349,932.25) during the **COUNTY'S** fiscal year 2019/2020.
3. Funding is solely limited to the project as described in the forms submitted by the **RECIPIENT** and those items approved by the Tourist Development Council. **RECIPIENT** may not make any major alterations, changes or substitutions to the project without obtaining prior approval from the Tourist Development Council and **COUNTY**. The Director of the Visitor Convention Bureau or designee may approve minor changes, alterations and/or substitutions.

4. This Agreement is subject to the **RECIPIENT'S** compliance with the following Special Conditions: None
5. **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
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7. Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year unless approved by the **COUNTY**.
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9. **RECIPIENT** will submit quarterly expenditure reports to the **COUNTY**. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany expenditure reports. The Clerk of the Circuit Court, who may seek additional information, as the circumstances require, shall determine the sufficiency of said documentation.
10. The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be

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13. The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by its authorized representative.
14. This agreement may not be modified, amended or extended orally. This agreement may only be amended by written agreement executed by the governing bodies of both parties.
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16. The **COUNTY** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the goals of the program or has violated the terms of this Agreement.

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by **RECIPIENT** in connection with this Agreement, unless the records are exempt from Section 119.07(1), or other applicable Florida Statutes.

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20. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreement, either verbal or written, between the Parties. If a court of competent jurisdiction voids or hold unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
21. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

22. Contact Information

COUNTY

Lee County Board of County Commissioners
Director, Visitor and Convention Bureau

RECIPIENT

Captiva Erosion Prevention District, Administrator

23. The Parties' respective contact information is set forth in the immediately preceding paragraph, and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this _____ day of _____, 20_____.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

CAPTIVA EROSION PREVENTION DISTRICT

BY: _____

BY: _____



Captiva Erosion Prevention District
(CEPD)

Office Administration

Standard Operating Procedure (SOP)

for

Emergency Beach Cleanup

<u>Section</u>	<u>Page</u>
Document History.....	2
Background and Description.....	2
Purpose.....	2
Process Participants.....	2
Frequency.....	2
Steps.....	3
Monitoring.....	4
Performance Measures.....	4

DOCUMENT HISTORY

Revision date	What was revised	Effective date	Author
10/24/2019	New-Original	11/12/19	CLW

BACKGROUND AND DESCRIPTION

The Captiva Erosion Prevention District (CEPD) is a beach and shore preservation district relating to beach and shore preservation, use and maintenance of the beaches and sand dunes. The jurisdictional area of the CEPD encompasses Captiva Island, from Blind Pass to Red Fish Pass.

Activities of the CEPD strive to protect, preserve and enhance the beach, shoreline and dune system and minimize activities including operating vehicles on beaches that lead to erosion from a loss of sediment from the beach-dune system.

The Captiva beaches are natural and are not dragged or raked daily. By leaving them natural, the seaweed and drift algae remains on the shore and creates a wrack line as the tides come in and out. This is a natural food source for birds and other wildlife along the coast shoreline.

PURPOSE

The purpose of this SOP is to:

- Establish the scope of services for the emergency cleanup due to red tide fish kill.

PROCESS PARTICIPANTS

CEPD Administrator
CEPD Staff
CEPD Commissioners
CEPD Consultants

FREQUENCY

The steps in this procedure are performed as needed during a red tide emergency situation.

STEPS

GENERAL INFORMATION

1. The beach is checked from Redfish Pass to Blind Pass once per week.
2. The MOTE report is issued daily, Monday through Friday.
3. During either the weekly or weekday reports, should more than 1 or 2 dead fish every 5 feet be observed, it will be reported immediately upon return to Administration.
4. Administration may take action within 24 hours upon assessment that determines the need for cleanup.
5. Administration may hire a contractor to hand pick, rake, pile, and transfer debris to trash bags and take to a disposal site.
6. If a turtle should wash up, Turtle Time will be contacted for handling.
7. If the amount of dead fish is excessive, and the time needed to cleanup will exceed four hours during a given workday, Administration shall contact Lucas County Parks and Recreation for assistance. "Excessive Amount" shall be 3 or more dead fish every 5 feet. If cleanup is done any way other than by hand, DEP must be contacted regarding a permit.
8. LCP&R may hire temporary laborers to assist with cleanup, or they may ask Administration to hire laborers for cleanup.
9. Costs will be submitted to TDC for reimbursement from a special fund set aside for such emergency clean up.
10. If debris is on private property, the property owners are responsible for removing their own debris. If the pile of debris on private property is larger than a compact car, then the property owner is responsible for piling the debris in an area specified by the county, where a contracted vendor's equipment can access the pile for removal.
11. A County contracted vendor will be contacted if the occurrence is severe with multiple large debris piles and greater than standard operating procedures can handle.
12. Assistance can be requested from the County's secured contractor and/or utilize the county Tourist Development Council funding which has been established for this emergency beach cleanup purpose.
13. All State of FL DEP guidelines for cleaning beach affected by red tide must be followed, including but not limited to having a DEP beach cleaning field permit executed before work begins.

MONITORING

CEPD Administration is responsible for monitoring the Beach and use of the Beach Vehicle and for updating this Standard Operating Procedure. This is to ensure that all Staff and Commissioners conform to the SOP. Issues of non-conformance with the SOP will be brought to the Board for consideration.

PERFORMANCE MEASURES

1. Administration will be responsible for determining the need for an outside laborer and shall seek approval from the Chairman before work begins.

DRAFT

**CAPTIVA ISLAND 2020-2021 BEACH NOURISHMENT PROJECT
BENEFIT ANALYSIS**

**PREPARED
FOR:**

CAPTIVA EROSION PREVENTION DISTRICT

November 2, 2019

Prepared by:

William B. Stronge, Ph.D.
Gary L. Jackson Ph.D.
and
Aptim Coastal Planning & Engineering, Inc.
Boca Raton, FL 33431

Table of Contents

Table of Contents	1
Introduction	2
Benefit Analysis	5
Cost Shares by Beach Zone and Recreational Benefit Category	11
A Plan for the Tentative Apportionment of the Project Cost	12
Appendix A: Examples of Assessments using the Tentative Apportionment Millage Rates	17
Appendix B: Methodology	20
Storm Protection Benefits	21
Recreation Benefits	24
Appendix C: Tentative Apportionments by Parcels	26

This section has not been prepared yet. If it is physically attached to the report (as it was in the past) it would begin here. It is possible that it could be put on a website.

It is a listing of all the assessments. The column headings are below.

Parcel ID	Storm Category	Recreation Category	Storm Assessment	Recreation Assessment	Total Assessment
------------------	-----------------------	----------------------------	-------------------------	------------------------------	-------------------------

Introduction

The Enabling Legislation of the Captiva Erosion Prevention District (hereafter the District) **authorizes** the District to levy” special assessments upon benefited property” to fund erosion prevention projects.¹

Upon adoption of a reasonably final plan of improvement beach and shore preservation within the District, the Board shall conduct, through the use of personnel competent and qualified in this field, an economic analysis of the proposed program, determining the nature and extent of benefits expected to accrue from the program and allocating those benefits to their proper recipients by categories or zones of comparable benefits, or follow some other method as may be deemed suitable for the purposes of this act. ²

This report contains the economic analysis of the proposed 2020/21 Beach Nourishment Project that has been adopted by the District Board. The report has determined the nature and extent of Project benefits and allocated those benefits to their proper recipients by categories or zones of comparable benefits. Two types of benefits are identified: storm protection benefits and recreation benefits.

Storm protection benefits are the reduction in losses experienced by benefitting properties as a result of the construction of the project. These benefits protect the values of benefitting properties. Such properties are primarily along the Gulf-front although, in some cases properties away from the Gulf-front, have ownership rights to properties

¹ Section 10(1) of Chapter 2000-399, Laws of Florida (the Enabling Act).

² Section 7 of the Enabling Act

along the Gulffront. The storm protection benefits have been determined by the District's Engineer, Aptim Coastal Planning & Engineering, Inc.

Recreational benefits are the increased values of almost all properties on the island because of the availability of the increased recreational beaches resulting from the Project. These benefits have been determined by the District's Economic Consultants, Stronge and Jackson. Both members of the firm have Ph.D. degrees in economics and long experience in analyzing public projects. Stronge has been the District Economic Consultant for more than 30 years and has prepared the economic analysis of the 1988-89 Beach Restoration and the Maintenance Nourishment Projects that have been undertaken periodically since that time.

The enabling legislation continues:

The District Board shall divide the District's lands into major categories and zones to appropriately determine the benefit to lands from the construction, maintenance and operation of Erosion Prevention Projects and beach restoration. The Legislature finds and determines that all Gulf-front Lands in the District are directly and specially benefitted by the projects by the construction, operation, and maintenance of Erosion Prevention Projects in the category and zone in which such Gulffront lands are situated. The District may also determine that categories or zones that do not constitute Gulf-front Lands may be benefitted by the construction, maintenance, and operation of Erosion Prevention Projects.³

The District Engineer has identified six beach zones which contain Gulf-front properties that receive comparable benefits from the proposed 2020-21 Beach

³ Section 10(2) of the Enabling Act.

Nourishment project. These zones are (from north to south) Upper and Lower South Seas, the Village and Tween Waters beaches, and The Upper and Lower Gold Coast beaches. The District Economist Economic Consultants have grouped properties on the island into four benefit categories based on their different land uses as determined by the Lee County Property Appraiser. The recreational benefit categories include single-family residential, condominium, multi-family residential with less than 10 units and commercial properties. Some non-residential properties are also assigned to these categories.

Benefit Analysis

The benefits from the 2020-2021 nourishment of Captiva’s beaches are given in Table 1. The benefits considered are the same as those that were used to determine assessments for the previous Captiva beach nourishment projects undertaken since 1989. The 2020-2021 nourishment of Captiva’s beaches will yield benefits of \$6,590,987 each year over the 19-year life of the project. The project was designed for an 8-to-10-year renourishment interval, but it is expected that a portion of the sand placed for the 2020-21 project will remain within the project area at the end of the first renourishment interval. Thus, the post-construction period was defined to represent approximately two 8-to-10year renourishment intervals, which is consistent with the previous benefits analysis, thereby encapsulating the full benefit of the project.

Table 1 Annual Public and Private Benefits of the 2020-2021 Beach Renourishment Project by Type		
Benefit	Amount	Percent
Storm Protection		
Roads Storm Protection	\$ 21,501	0.3
Other Public Storm Protection Benefits	\$ 466,284	7.1
Sub-total Public Storm Protection Benefits	\$ 487,785	7.4
Private Storm Protection Benefits	\$ 2,417,881	36.7
Sub-Total Public & Private Storm Protection Benefits	\$ 2,905,666	44.1
Recreation		
Public Recreation Benefits (Day Visitors)	\$ 860,789	13.1
Private Recreation Benefits	\$ 2,824,533	42.9
Sub-Total Public & Private Recreation Benefits	\$ 3,685,321	55.9
Total Public & Private Benefits	\$ 6,590,987	100.0

Note: Items may not add to totals because of rounding errors.

Table 1 shows that the recreation benefits are larger than the storm protection benefits, \$ 3,685,321 in recreation compared to \$ 2,905,666 in storm protection benefits. This is the usual case with a renourishment, since the project adds sand to an existing beach that already provides significant protection to upland properties. The benefits from the 1989 beach restoration were evenly divided between storm protection and recreation because much of the shoreline at that time had little or no beach.

The benefits in Table 1 also distinguish between publicly owned and privately-owned properties. About 80 percent of the total benefits from the project are received by private properties (79.6 percent) and more than 20 percent are received by Lee County (20.4 percent). The share of the project costs accounted for by the storm protection benefits to roads and other public properties are covered by the grant that is expected to be obtained, as in past years, from Lee County.

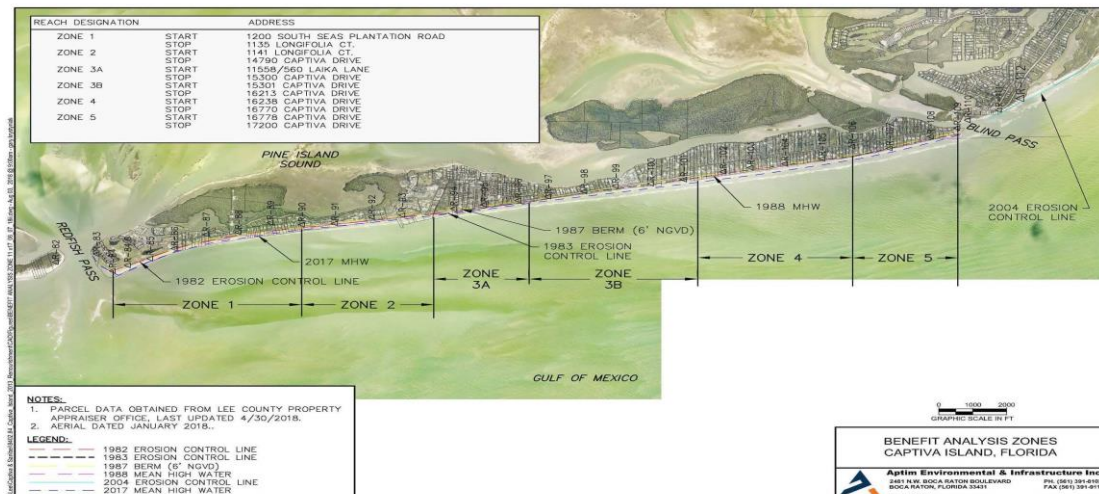
The CEPD's coastal engineering consultant (Aptim Coastal Planning & Engineering, Inc.) has determined from the design and size of the renourishment project that storm protection benefits will not extend beyond the first line of properties (structures) along the beachfront. In some cases where there is a "common element" in the first line of properties, the benefits extend further inland to the properties that share the ownership of the common element.

Table 2 shows that private properties on Captiva will receive \$2,417,881 in storm benefits on an annual basis from the 2020/21 Beach Renourishment Project. The percentages in Table 2 show how the portion of the project cost due to private storm protection will be shared by the property owners in the six beach zones. The largest share of storm protection benefits is in the Upper South Seas zone (37.4 percent). This Zone

Benefit Category	Amount	Percent of Total Private Storm
Upper South Seas Beach Zone Properties	\$ 904,501	37.4
Lower South Seas Beach Zone Properties	\$ 290,306	12.0
Village Beach Zone Properties	\$ 344,186	14.2
Tween Waters Beach Zone Properties	\$ 338,826	14.0
Upper Gold Coast Beach Zone Properties	\$ 315,811	13.1
Lower Gold Coast Beach Zone Properties	\$ 224,251	9.3
Total Private Storm Protection Benefits	\$ 2,417,881	100.0

Note: items may not add to totals because of rounding.

has been extended to align with adjacent areas of high erosion for this Project. The zone will also receive a relatively large share of the new beach fill to be placed as part of 2020-21 project because the design beach width is being widened in this part of the island. The design beach width in this zone will be similar to the design beach width in the rest of the island. Finally, the zone contains relatively expensive properties with high land values.



The beach zones were selected by the coastal engineer on the basis of erosion conditions in the different reaches of beach. The zones are the same as those used in the

Apportionment Plan for the 2014 Beach Nourishment Project except for the boundary between the Upper South Seas and the Lower South Seas zones. The border is now approximately 2,800 feet further south of Redfish Pass. Hagerup Beach and the first property to its south are included in the Lower South Seas Zone in the 2014 and 2021 projects.

The cost share for the benefits received by day visitors who use Captiva’s beaches for recreational purposes are treated as public rather than private, because these beach users do not use lodging facilities and make limited use of restaurants and shops during their brief stays on the island. Many of these recreational beach users are residents of elsewhere in Lee County; others are staying in lodging elsewhere in the county and they have a positive impact on the county economy. As a result, the portion of the project cost corresponding to day visitors is treated as a public benefit and is covered by the County grant.

Benefit Category	Amount	Percent of Total Private Recreation
Single-Family Properties	\$ 1,087,044	38.5
Condominium Properties	\$ 902,917	32.0
Multi-Family Less than 10-units Properties	\$ 187,713	6.6
Commercial Properties	\$ 646,859	22.9
Total Private Recreational Benefits	\$ 2,824,533	100.0

Notes: Items may not add to totals because of rounding. The benefits from Multi-Family properties with less than 10 units were separately estimated because of an insufficient number of survey responses from this small category of properties

The portion of the project cost due to private recreational benefits will be shared by four different types of properties according to the percentages shown in Table 3. The grouping of properties is the same as was used for the 2014 Project, except that Multi-Family Less than 10 units have been grouped into a separate category, rather than being grouped with condominiums as in 2014.

The properties were grouped on the basis of the frequency of beach use by their residents, guests or customers. Surveys of beach users since 1986 substantiated the differences in intensity of beach use by these property types. Single-family and condominium properties will receive the largest share of the total (both types in excess of 30 percent). Multi-family properties with less than 10 units will receive the smallest share (6.6 percent), because these properties are relatively few in number on the island.

Table 4 Annual Benefits Received by Captiva Private Properties By Benefit Category 2020-2021 Nourishment Project		
Benefit Category	Amount	Percent Share of Total Private
Upper South Seas Beach Zone Properties	\$ 904,501	17.3
Lower South Seas Beach Zone Properties	\$ 290,306	5.5
Village Beach Zone Properties	\$ 344,186	6.6
Tween Waters Beach Zone Properties	\$ 338,826	6.5
Upper Gold Coast Beach Zone Properties	\$ 315,811	6.0
Lower Gold Coast Beach Zone Properties	\$ 224,251	4.3
Single-Family Properties	\$ 1,087,044	20.7
Condominium Properties	\$ 902,917	17.2
Multi-family Less than 10-units Properties	\$ 187,713	3.6
Commercial Properties	\$ 646,859	12.3
Total Private Benefits	\$ 5,242,414	100.0

A summary of the benefit analysis as it applies to private properties is given in Table 4. The top 3 benefit categories shares are Single Family properties (20.7 percent), properties in the Upper South Seas Beach Zone (17.3 percent) and Condominium properties (17.2 percent).

Cost Shares by Beach Zone and Recreational Benefit Category

Once the project cost is determined, the benefit shares become the cost shares assigned to the properties in the different benefit categories. For the purposes of the Tentative Apportionment, the total cost was set at \$18,000,000 at the direction of the CEPD Board as a worst-case scenario. This was decided upon in order to assist the property owners in determining whether they support the proposed project.

The benefit shares in Table 4 were used to apportion the \$18,000,000 cost among the different benefit (storm protection and recreation) categories. The results are presented in Table 5. Properties in the Upper South Seas Beach zone, as well as Single Family and Condominium properties will pay the largest share of Project costs.

Table 5 Cost Shares for Captiva Private Properties By Benefit Category 2020-2021 Nourishment Project		
Benefit Category	Benefit Share (%)	Cost Share (\$)
Upper South Seas Beach Zone	17.3	\$3,105,634
Lower South Seas Beach Zone	5.5	\$996,775
Village Beach Zone	6.6	\$1,181,724
Tween Waters Road Beach Zone	6.5	\$1,163,370
Upper Gold Coast Beach Zone	6.0	\$1,084,347
Lower Gold Coast Beach Zone	4.3	\$769,973
Single-Family Properties	20.7	\$3,732,402
Condominium Properties	17.2	\$3,100,196
Multi-Family Less than 10-units Properties	3.6	\$644,518
Commercial Properties	12.3	\$2,221,010
Total	100.0	\$18,000,000

A Plan for the Tentative Apportionment of the Project Cost

The enabling Legislation of the District provides guidance on apportioning the Project Cost to properties within each Benefit category.⁴ When the proposed project is complete, the District will cause to be prepared a preliminary assessment roll. The preliminary roll will contain an apportionment between the benefitted lots and parcels, uniform in each category or zone, by one of the following methods:

1. Upon an ad valorem basis as to lands in a specific zone or category.
2. Upon a front foot basis of lineal feet of land in a specific zone or category.
3. Upon an area or square-foot basis as to all lands in a specific zone or category.
4. Upon any other fair and equitable basis according to the specific benefits received by the lands in a specific zone or category.

Ever since the beach restoration in 1988-89, successive Boards of the Captiva Erosion Prevention District have elected to apportion costs within benefit categories upon an ad valorem basis. This assigns the shares of costs to individual properties in a benefit category that is equal to their shares of the total just (i.e. market) value of all the properties in that category, as obtained from the latest Lee County NAL file that has been submitted to the Florida State Department of Revenue.

Previous District Boards have asked their consultants to prepare a Tentative Apportionment of Costs⁵ and associated Tentative Assessment Roll to provide information to individual property owners on the assessments that might be levied against their properties once the project is completed. The apportionment is tentative, because final information of Project Costs and anticipated Grants from other levels of government, including Lee County, the State of

⁴ Section 10(9) of the Enabling Act.

⁵ Section 10(5) of the Enabling Act requires this Tentative Apportionment.

Florida and the Federal Government are not available before construction on the Project.

Property values on the island will also likely change because of construction activity and market conditions by the time the project is complete. Finally, there will be changes in the amount of District Reserves that might be committed to the Project.

Tabulations of the “just” (market) values were made for the Captiva private properties in each of the benefit categories. These are presented in Table 6. The cost shares are divided by the just values and the results are present as millages in the Table. The millage rates given in Table 6 are labeled “Basic” because they do not include refinements directed by the CEPD Board to fine tune the results of the benefit model.

TABLE 6

Basic Millage Rates for the 2020-2021 Beach Renourishment Project			
Benefit Category	Cost Shares	Just Values	Millage Rates
Upper South Seas Beach Zone	\$3,105,634	\$157,885,308	19.6702
Lower South Seas Beach Zone	\$996,775	\$187,363,654	5.3200
Village Beach Zone	\$1,181,774	\$100,972,446	11.7039
Tween Waters Beach Zone	\$1,163,370	\$199,805,282	5.8225
Upper Gold Coast Beach Zone	\$1,084,347	\$198,058,730	5.4749
Lower Gold Coast Beach Zone	\$769,973	\$87,340,133	8.8158
Single-Family Properties	\$3,732,402	\$804,680,241	4.6384
Condominium Properties	\$3,100,196	\$354,491,001	8.7455
MF<10 Properties	\$644,518	\$223,853,739	2.8792
Residential Properties	\$7,477,116	\$1,383,024,981	5.4063
Commercial Properties (Hotels, Motels only)	\$2,221,010	\$111,070,476	19.9964
Total Storm	\$8,301,874	NA	NA
Total Recreational	\$9,698,126	NA	NA
Total Storm and Recreational	\$18,000,000	NA	NA

NA = not applicable. Millages are thousandths, or tenths of percentages.

The highest Basic Millage Rates are for properties in the Upper South Seas Beach Zone, Commercial Properties, and Properties in the Village Beach Zone. Properties in the beach zones will be assessed for storm benefits depending on their zone, and for recreational benefits depending on their recreation benefit category. Their total tentative assessment will be the sum of both assessments. Properties which are not in a beach zone will receive only recreational assessments. Examples will be given below.

The Board directed the consultants to make several adjustments to the recreational assessments. The Tables below will show the impact of these recreational adjustments. The results for storm protection will not change.

Table 7

Revised Millage Rates for the 2020-2021 Beach Renourishment Project			
Benefit Category	Revised Cost Share	Just Values	Revised Millage Rates
Upper South Seas Beach Zone	\$3,105,634	\$157,885,308	19.6702
Lower South Seas Beach Zone	\$996,775	\$187,363,654	5.3200
Village Beach Zone	\$1,181,774	\$100,972,446	11.7039
Tween Waters Beach Zone	\$1,163,370	\$199,805,282	5.8225
Upper Gold Coast Beach Zone	\$1,084,347	\$198,058,730	5.4749
Lower Gold Coast Beach Zone	\$769,973	\$87,340,133	8.8158
Total Storm Protection	\$8,301,874	\$931,425,553	8.9131
Residential Properties	\$7,059,807	\$1,383,024,981	5.1046
Commercial Properties	\$2,638,319	\$147,098,332	17.9357
Total Recreational Assessments	\$9,698,126	\$1,530,123,313	6.3381
Total	\$18,000,000	NA	NA

Table 7 shows the effect of assessing Multi-family < 10 properties at the same rate as single family properties, as directed by the Board. This was done because the beach survey did not result in sufficient surveys from the relatively small sub-population of these properties to provide a reliable estimate of MF<10 recreational use.⁶ The recreational millage for these

⁶ In 2014, they had been treated as condominium properties.

properties was increased over the basic millage in Table 6. The commercial millage rate derived from hotel, motel properties was applied to all non-hotel, motel commercial properties as well. The recreational millage rates were reduced to keep the total recreational assessments unchanged.

The Board also directed that recreational assessments be derived for certain nonresidential and noncommercial properties that had received assessments in the last (2014) project. These included the eleven institutional properties owned by the Robert Rauschenberg Foundation and the two institutional properties owned by the Captiva Civic Association. These institutional properties were assessed at the revised residential millage rate in Table 7. This is consistent with their treatment in the 2014 Project. Three utility-owned “miscellaneous” parcels were assessed at the commercial rate in the 2014 Project and the Board directed that this be continued for the 2020-21 Project.

The 2014 project had given a discount to homesteaded condominium properties because homesteaded properties generate less recreational use of the beach. The homestead discounts are extended to homesteaded residential units. The Board authorized a special survey to establish the rate of discount and homesteaded single-family properties were surveyed because that is the largest sub-population of homesteaded properties. The discount rate was set by the Board at 42.1 percent after reviewing the single-family homestead survey information and was applied to the revised residential millage rates in Table 7.

Combining the additional revenues from the institutional and miscellaneous properties with the shortfall from the homestead discounts resulted in a net shortfall \$360,672 for the assessment program. This shortfall was made up by proportionately increasing the revised

recreation millage rates in Table 7 resulting in the tentative apportionment millage rates reported in Table 8.

Table 8

Tentative Apportionment Millages for Captiva Private Properties By Benefit Category 2020-2021 Beach Renourishment Project			
Type of Property	Tentative Apportionment Millages	Just Value	Assessment Revenues
Upper South Seas Beach Zone	19.6702	\$157,885,308	\$3,105,634
Lower South Seas Beach Zone	5.3200	\$187,363,654	\$996,775
Village Beach Zone	11.7039	\$100,972,446	\$1,181,774
Tween Waters Beach Zone	5.8225	\$199,805,282	\$1,163,370
Upper Gold Coast Beach Zone	5.4749	\$198,058,730	\$1,084,347
Lower Gold Coast Beach Zone	8.8158	\$87,340,133	\$769,973
Total Storm Protection	8.9131	\$931,425,553	\$8,301,874
Residential Non-Homestead Properties	5.3018	\$1,084,606,769	\$5,750,352
Residential Homestead Properties	3.0697	\$298,418,212	\$916,064
Commercial	18.6285	\$147,098,332	\$2,740,228
Institutional	5.3018	\$48,998,909	\$259,782
Miscellaneous-Utility Owned	18.6285	\$1,701,666	\$31,700
Total Recreational	6.1349	\$1,580,823,888	\$9,698,126
Total Storm Protection and Recreation	7.1649	\$2,512,249,441	\$18,000,000

Appendix A: Examples of Assessments using the Tentative Apportionment Millage Rates

Examples of assessments using the revised Millages are given in Table 9A for Single-Family Gulf-Front non-homestead properties, Table 9B for Condominium Gulf-Front non-homestead properties, Table 9C for Gulf-Front MF<10 non-homestead properties, and Table 9D for Non-Gulf Commercial Properties. The examples pertain to Non-Homestead properties because of the small size of the homesteaded sub-population. There are no commercial properties with homestead exemptions. The just values for the examples are the average values within each of the benefit categories.

Table 9A Average Single-Family Gulf-Front Tentative Apportionment Assessments Non-Homestead Properties 2020-2021 Nourishment Project				
Benefit Category	Average Just Value	Storm Assessment	Recreation Assessment	Total Assessment
Upper South Seas	\$3,168,751	\$62,330	\$16,800	\$79,130
Lower South Seas	\$1,871,707	\$9,957	\$9,923	\$19,880
Village Beach	\$1,129,357	\$13,218	\$5,988	\$19,206
Tween Waters Beach	\$3,160,305	\$18,401	\$16,755	\$35,156
Upper Gold Coast	\$3,383,426	\$18,524	\$17,938	\$36,462
Lower Gold Coast	\$3,470,422	\$30,595	\$18,399	\$48,994

Each Table contains columns with the average storm assessment, the average recreation assessment and the average total assessment for each benefit category. The total assessment is the sum of the storm assessment and the recreation assessment for each category. The Upper South Seas Beach Zone has the highest storm assessment which is more than twice the average assessment in the other beach zones. As noted in the discussion about Table 2, this zone has relatively high erosion and its beach is being widened to bring the beach width into alignment

with the design beach in the rest of the island. Additionally, the Upper South Seas Beach Zone contains relatively expensive properties as can be seen from the average just value for the zone given in Table 9A.

Table 9B Average Condominium Gulf-Front Tentative Apportionment Assessments Non-Homestead Properties 2020-2021 Nourishment Project				
Benefit Category	Average Just Value	Storm Assessment	Recreation Assessment	Total Assessment
Upper South Seas	NA	NA	NA	NA
Lower South Seas	\$585,605	\$3,115	\$3,105	\$6,220
Village Beach	\$884,516	\$10,352	\$4,690	\$15,042
Tween Waters Beach	\$1,198,420	\$6,978	\$6,354	\$13,332
Upper Gold Coast	NA	NA	NA	NA
Lower Gold Coast	NA	NA	NA	NA

NA = not applicable.

Table 9B shows average assessments for gulf-front condominium non-homestead properties. Only three beach zones have gulf-front condominium properties: Lower South Seas Beach, Village Beach and Tween Waters Beach. The Village Beach Zone has the highest condominium storm assessment because it has the second highest erosion on the island.

Table 9C shows average assessments for gulf-front MF<10 non-homestead properties. Four beach zones have gulf-front condominium properties: Village Beach, Tween Waters Beach, Upper Gold Coast Beach and Lower Gold Coast Beach. The Lower South Seas Beach Zone has the highest multi-family less than 10 units storm assessment because it has relatively high erosion.

Table 9C Average Multi-Family <10 Units Gulf-Front Tentative Apportionment Assessments Non-Homestead Properties 2020-2021 Nourishment Project				
Benefit Category	Average Just Value	Storm Assessment	Recreation Assessment	Total Assessment
Upper South Seas	NA	NA	NA	NA
Lower South Seas	NA	NA	NA	NA
Village Beach	\$1,428,118	\$16,715	\$7,572	\$24,287
Tween Waters Beach	\$4,144,210	\$24,130	\$21,972	\$46,102
Upper Gold Coast	\$3,810,132	\$20,860	\$20,201	\$41,061
Lower Gold Coast	\$3,424,982	\$30,194	\$18,159	\$48,353

Table 9D shows average assessments for non-gulf residential non-homestead properties. Non-gulf properties pay no storm assessments, so that their total assessments are the same as their recreational assessments. Multi-Family < 10 units pay the highest average assessments among the non-gulf properties because they have the highest average just values.

Table 9D Average Non-Gulf-Front Tentative Apportionment Assessments Non-Homestead Properties 2020-2021 Nourishment Project				
Benefit Category	Average Just Value	Storm Assessment	Recreation Assessment	Total Assessment
Single Family	\$1,393,840	\$0	\$7,390	\$7,390
Condominium	\$605,840	\$0	\$3,212	\$3,212
MF<10 Units	\$1,948,254	\$0	\$10,329	\$10,329

Appendix B: Methodology

The Beach Renourishment Project will generate a stream of benefits for property owners on Captiva Island which, ultimately, will show up as an enhancement of property values beyond the levels they would have attained in the absence of the Project.

To the extent that properties are better protected from erosion and storm damage by the Renourishment Project, their values will increase. Additionally, properties away from the beach that share in the ownership of common element properties on the beach will have their values enhanced by the Renourishment Project. These enhancements in values are the storm protection benefits of the project.

Captiva properties also experience enhancements in values due to increased recreational benefits. The beach provides an opportunity for beach activities enjoyed by recreational beach users. Captiva beach users enjoy swimming and sunning, walking and shelling and fishing, among other activities. Island properties increase in value because of their proximity to beach recreational opportunities and because they may generate a stream of income for their owners as a result of renting lodging and other facilities to beach users.

In sum, the Beach Renourishment Project will benefit Captiva Island properties by providing two types of benefits. First, the Project will protect properties from erosion and storm damage, the "storm protection benefit." Second, the Project will provide access to an enhanced recreational beach, the "recreational benefit." These benefits are estimated in the same manner as the previous assessments on Captiva Island. They are computed using the broad features of the methodology used by the US Army Corps of Engineers to determine the benefits from erosion control projects that receive federal funding.

Additionally, the basic methodology was validated in Lee County Court as part of a bond validation undertaken for the 1988-89 project.

Storm Protection Benefits

Project benefits associated with storm protection were generated for properties that front on the Gulf of Mexico. The storm protection benefit to a property represents the difference between the value of expected property losses if the project is constructed compared to the value of losses if the project is not constructed. These benefits may flow to properties away from the beach, if the beach parcel is a common element owned by properties that are not on the beach itself.

For the purpose of determining project benefits, the enabling legislation of the Captiva Erosion Prevention District requires that Captiva properties be grouped into areas and zones. Areas are relatively large groups of properties where CEPD projects have been undertaken in the twelve months prior to project construction. Zones are smaller divisions of areas which are characterized by the same degree of beach erosion and gradient of the beach profiles.

The entire gulf-front of Captiva is grouped into a single area because at the anticipated time of the Renourishment Project no CEPD project will have been undertaken in the preceding twelve months.

The storm protection benefits were computed for different beach zones, which are defined in Table B.1. The zones were delineated based on erosion conditions on the different beach areas.

Zone	Profiles	Lee Co. Parcel Numbers	Street Addresses
1	R-84 to R-89	2245210000005002B to 27452101000000010	1057-1900 South Seas Plantation Road to 1135 Longifolia Ct.
2	R-90 to R-93	274521010000A00CE to 26452104000010010	1141 Longifolia Ct. to 14790 Captiva Drive
3A	R-94 to R-96	26452102000010060 to 35452101000000140	11558/560 Laika Lane to 15300 Captiva Drive
3B	R-97 to R-101	35452101000000150 to 034621010000B0030	15301-16213 Captiva Drive
4	R-102 to R-105	034621020000B0010 to 03462100000200010	16238-16770 Captiva Drive
5	R-106 to R-109	03462100000210010 to 11462100000010010	16778-17200 Captiva Drive

Erosion rates along each zone were based on the September 2009 to October 2017 erosion and accretion rates in cubic yards per year per foot (Table B.2). Upper South Seas (Zone 1) and the Village (Zone 3A) experience the highest erosion rates, followed by Lower South Seas (Zone 2) and southern section of the Gold Coast (Zone 5). Although the shorelines in Zones 3B and 4 are relatively stable, properties in these reaches are vulnerable to storm damage.

Zone	Profile Lines	Erosion (+) & Accretion (-) (c.y./foot/year)	Shoreline Retreat (-) & Advance (+) (feet/year)	Average Residential Land Value per Square Foot
1. Upper South Seas	R-84 to R-89	-5.0	-8.3	\$60.88
2. Lower South Seas	R-90 to R-93	-2.5	-7.3	\$40.72
3A Village	R-94 to R-96	-5.7	-12.9	\$47.43
3B Tween Waters Road	R-97 to R-101	-1.5	-12.3	\$47.47
4 Upper Gold Coast	R-102 to R-105	-0.1	-4.5	\$41.47
5 Lower Gold Coast	R-106 to R-109	-2.9	-7.9	\$44.89

Note: Rates based on annualized changes between September 2009 and October 2017, excluding the construction period (September 2013 and January 2014) for the 2013-14 renourishment project.

The storm protection received by a property is the expected loss due to erosion and storm damage in the absence of the Renourishment Project, or the cost of an alternative erosion control project for storm protection, whichever is less. A comparison of the erosion control options which include the expected loss under the "do-nothing" alternative is made for each property. The expected loss consists of the discounted stream of future losses multiplied by the probabilities of various storm events. In addition to beach conditions in each zone, expected losses reflect land and building values, beach widths and distances between buildings and the mean high-water line. Future losses are discounted by an interest rate of 2.75 percent over the estimated project life of the Renourishment Project. Revetted properties experience annual maintenance and structural damage to the revetments during the storms in the computation of project benefits. The Risk and Uncertainty Storm Damage Model version 2.0 (RU SDM, U.S. Army Corps of Engineers, Jacksonville District, 1999) was used to calculate benefits in each zone.

The benefits analysis for Captiva Island was based on property value data obtained from the Lee County Property Geographic Information System. This data was based on data from the 2017 tax roll because the 2018 tax roll was preliminary at the time of the benefit analysis. An interest rate of 2.75% was used in this study. This rate was based on the "Memorandum for Planning Community of Practice" issued by the U.S. Army Corps of Engineers on October 20, 2017. See (<http://www.usace.army.mil/CECW/PlanningCOP/Documents/egms/egm10-01.pdf>). Average land values were calculated based on the total value (in dollars) and total land area (in square feet) of the residential parcels fronting the Gulf of Mexico.

Further details on the Storm Benefits Methodology can be found in Aptim Coastal Planning & Engineering, Inc., Captiva Island Beach Renourishment Project Storm Damage Reduction Benefits Analysis, June 2018.

Recreational Benefits

Recreational benefits consist of the recreational value of the beach that is created once the beach maintenance project is implemented. Unlike the storm protection benefits, the recreational benefits flow to properties on the island regardless of whether they are on the Gulf or not.

The recreational value of the beach was obtained from detailed surveys of more than 600 beach users on Captiva, conducted during a ten-day period in the winter of 2018 and during a five-day period in the summer of 2018. Surveys were collected all along the beach and the results are to be found in the report Recreational Use of Captiva's Beaches and Economic Impact 2018. The primary determinant of recreational value is beach usage. Properties which send, or can send, relatively large numbers of beach users on to the beach receive relatively greater recreational benefits than do properties which send relatively few beach users onto the beach.

Users of Captiva's beaches were classified on the basis of the type of properties that they lived in or were staying in. Such properties were classified into single-family, condominium, multi-family < 10 units and commercial (hotel) categories. Day visitors to the beaches were not assigned to a lodging type on Captiva and were accounted for separately. On the basis of the lodging type of beach users, beach usage and recreational value was assigned to Captiva properties.

Recreational value was obtained from a willingness to pay survey of beach users. The same median willingness to pay value, projected to 2020-2021 was assigned to almost all beach users, to determine the annual recreational value over the estimated project life.

Properties can also be categorized on the basis of their land use. The land uses of properties were determined on the basis of the land use code specified on the tax roll record obtained from the Lee County Property Appraiser. No distinction was made between vacant and improved properties. Commercial properties include resorts, restaurants, shops and offices. The Employee Housing property at the south end of South Seas Plantation was included in the commercial category. Non-lodging commercial properties were grouped with hotels and resorts because their businesses are mainly dependent, either directly or indirectly, on beach users, particularly users who spend at least one night on the island.

Institutional properties include the properties owned by the Rauschenberg Foundation as well as the Captiva Civic Association and Chapel by the Sea. Government properties included those owned by the Federal and State Governments, Lee County and the Captiva Island Fire Association. There were also a small number of miscellaneous properties including those owned by utilities, drainage, marshland and submerged parcels. Storm protection benefits were calculated for institutional, government and miscellaneous properties that were located on the beachfront. Recreation benefits were computed for most institutional properties and for the three utility parcels in the miscellaneous category. No recreation assessments were levied against government parcels.

Appendix C: Tentative Apportionments by Parcel ID

PROS

EASY TO UNDERSTAND

Just value is familiar to all. Very few people actually understand the current system and certainly not anyone who has not studied it closely.

TREATS ALL EQUALLY

Just Value applies one methodology to all. The current methodology substitutes CEPD judgement in place of the Lee County Appraiser and has the appearance of favoring certain groups.

REDUCES THE RISK OF CRITICISM OF THE CEPD

The current system creates controversy and leaves the CEPD open to criticism and possible litigation. Reduces, or possibly, eliminates the risk that should there be litigation, a Judge might find little justification for the various adjustments (up or down) which are in the CEPD's calculations in what is presently the tentative numbers. Removes the charge that CEPD understands market value better than the market and that the market does not value all inputs.

SAVES TIME AND MONEY

The CEPD has spent a lot of its time and the community's money on consultant fees. That will not be needed in the future.

CONS

PUTS THE PROJECT AT RISK

Changing the methodology might put the project at risk. Not sure why this would be the case, given that people do not understand it in the first place. Under the enabling legislation, the CEPD has broad authority. Moreover, the CEPD extended the decision making process a year to make a thorough review. Having done that, it would seem incumbent do something new.

I DO NOT USE THE BEACH

School taxes are determined by Just Value, not if one has children in school. The beach is as integral to our community as is the school.

Just Value and economic benefit is determined by ***BEACH AVAILABILITY NOT USAGE.***

THERE ARE CERTAIN PIECES OF PROPERTY THAT ARE MISSED BY THE COUNTY APPRAISER

To the contrary, the value of all property is included in Just Value. A strip of land by the beach or a right of way adds to the value of the nearby owners and owners with access. Regardless, those “examples” are few. The tail should not wag the dog.

COMMERCIAL PROPERTIES ARE UNDERVALUED

Commercial properties are zoned commercial and the methodology can be different. Regardless, their value is determined by Lee county to be Just Value. Moreover, the total of commercial value is relatively small. The tail should not wag the dog.

SOME WILL SEE THEIR ASSESSMENT INCREASE AND BE UPSET.

Most likely all assessments will go up, perhaps largely due to the increased cost of the project. Relative change will be a portion. Regardless, by using the Lee County Just Value, the CEPD will have managed a process which uses Just Value as determined by a third party and is inherently fair.

BOOKKEEPER: SCOPE OF SERVICES

The following Scope of Services constitutes the general responsibilities of the Bookkeeper and may be modified from time to time by the Captiva Erosion Prevention District Board. The Bookkeeper responsibilities listed are not all inclusive.

Background and General Information of the Captiva Erosion Prevention District

I. Captiva Erosion Prevention District (the “District”) was established as a beach and shore preservation district on Captiva Island, Florida in 1959 by an act of the Florida Legislature. The District was reestablished on July 6, 1981 (LOF 81-413), by a Special Act of the Legislature of the State of Florida (HB760). The District Enabling Act has been amended periodically since formation, most recently on May 22, 2000 by HB 927, Chapter 2000-399. The most recent bill validated the District as a beach and shore preservation authority under the provision of Chapter 161.32 of the Florida Statutes. The District’s programs shall include construction and maintenance of any seawalls, groins, breakwaters, bulkheads, fills and other works, structures, and equipment or other facilities used for beach renourishment or erosion control. The District boundary includes all of Captiva Island, Florida. A five (5) member elected Board of Commissioners governs the District.

II. The District operates two (2) funds – the General Fund and the Capital Projects Fund. The annual financial report for the fiscal year ended September 30, 2018, is available for your review upon request.

III. The District’s records are maintained in-house with the use of QuickBooks as the current accounting software, to which the bookkeeper will be provided access.

IV. The District has an annual audit conducted by an outside accounting firm as required by the Auditor General of the State of Florida.

A. Scope of Services

1. Reconcile the following accounts on a monthly basis:
 - a. Bank accounts including the transfer of funds between general and capital bank accounts
 - b. Parking lot credit card transactions
 - c. Parking lot cash receipts
 - d. Payments of non-ad valorem project assessments including payoff of assessment and Tax Collector disbursements to CEPD ledger of assessments
 - e. Disbursement of ad valorem tax payments from Tax Collector to CEPD general account
 - f. Calculate and file state monthly sales tax on parking lot revenues
 - g. Financial reconciliation of all grants and projects.

2. Preparation and filing of annual 1099's and Form 1096.
3. Prepare disbursement checks on a bi-monthly basis. Checks are run on the tenth and twenty-fifth of each month from both accounts. The Capital fund averages 8-10 checks per month; the General fund averages 20-30 checks per month. Invoices are provided to the bookkeeper two days prior to the print date, with appropriate approval and coded for payment prior to submission to our bookkeeping representative. Checks will then be prepared by you and our staff, printed at our office. We will sign and mail the checks.
4. Update and distribute monthly financial statements which will include a balance sheet, income statement (current year, prior year/current year), cash disbursements, budget performance (summary and detailed) and reserve accumulations.
5. Other Tasks:

Bookkeeper is responsible on an as needed basis for the following:

- a. Support Board Treasurer in providing a financial report to the Board of Directors at monthly Board meetings
- b. Prepare non-ad valorem project assessment roll for Tax Collector (once per year)
- c. Determine pay off balances of project assessments for real estate sales within two work-days of receipt
- d. **Generate Pro Forma budget forecast**
- e. Assist in compiling annual budget
- f. Attend monthly Board of Director meetings, annual budget workshops and budget hearings
- g. Provide audit support including compiling schedules and drafting MD&A as requested by auditors
- h. Provide audit documents to State Auditor General and AFR to Florida Department of Financial Services.

RESOLUTION NO. 2019-03
BY THE BOARD OF COMMISSIONERS
OF THE CAPTIVA EROSION PREVENTION DISTRICT
LEE COUNTY, FLORIDA

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

WHEREAS, Section 4 "Powers of the District", paragraph (4) authorizes the District to adopt rules for its own government and proceedings; and

WHEREAS, The District has adopted Rules of Procedure, last amended on January 7, 2019; and

WHEREAS, Rule 1.23(d) of the District Rules of Procedure provides that a resolution stating budget and purposes shall be required to initiate any project exceeding \$25,000; and

WHEREAS, The District desires to initiate such a project exceeding \$25,000.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CAPTIVA EROSION PREVENTION DISTRICT that:

Section 1. The District approves the expenditure of \$349,932.25, for the project described in the APTIM Proposal for Redfish Pass Sand Search and Borrow Area Design dated February 8, 2019. The project purposes are for APTIM to conduct a comprehensive geophysical and geotechnical sand search for Redfish Pass. APTIM proposes an investigation consisting of a desktop study, geophysical, geotechnical and cultural resource surveys to collect information to characterize the sediment source for use in the design and permitting of a borrow area. This work will not begin until FY2020.

THE FOREGOING RESOLUTION was offered by Commissioner Dave Jensen who moved its adoption. The motion was seconded by Commissioner Michael Lanigan and upon being put to vote, the vote was as follows:

Chairman Mullins
Vice Chairman Lanigan
Secretary Kaiser
Treasurer Walter
Commissioner Jensen

aye
aye
excused
excused
aye

Captiva Erosion Prevention District
Resolution No. 2019-03

DULY PASSED AND ADOPTED THIS 10th day of June, 2019.

Board of Commissioners of the
Captiva Erosion Prevention District

By:  _____
Chairman

Certified by: _____
Secretary

Approved as to Form:

By:  _____
Board Attorney

Your Name
Full Address
City, State Zip

Today's Date

Recipient's Name/Title
Full Address
City, State Zip

Dear [Recipient's name]:

As a property owner on Captiva Island, Florida, I want to share my concern for the lack of funding for beach renourishment.

Captiva Erosion Prevention District (CEPD) is tasked with securing funding from Federal, State, and Local government organizations to help pay for the nourishments needed to keep our beaches beautiful and filled with sand.

Previously, the US Army Corp of Engineers (USACE) shared the project costs with the Florida Department of Environmental Protection (FDEP), Lee County Board of County Commissioners (Lee County), and CEPD. Just before our 2013-2014 project, the USACE pulled their funding due to the lack of public access and easements.

It is our belief, as all sand seaward of the ECL line is considered public, that the USACE, the FDEP, and Lee County should fund all the beach renourishment on Captiva Island. The property owners on Captiva already pay a great deal in taxes and millions of dollars are collected by the Tourism Development Council (TDC) through bed taxes); to additionally assess the property owners creates an undue hardship and an unfair financial burden on what is, in essence, public land.

There are many other beaches throughout Florida that are nourished and the cost is not shared by the property owners - why should Captiva be any different than Ana Maria Island, Gasparilla Island, or Estero Island? Please, we ask that you support increasing funding for Captiva Beach Renourishment.

Thank you for your time, and I look forward to hearing from you regarding your support.

Sincerely,

Your Name

Lee County Board of County Commissioners

District 1	John Manning	2120 Main St.	Fort Myers	FL	33901	Dist1@leegov.com	(239) 533-2224
District 2	Cecil Pendergrass	2120 Main St.	Fort Myers	FL	33901	Dist2@leegov.com	(239) 533-2227
District 3	Ray Sandelli	2120 Main St.	Fort Myers	FL	33901	Dist3@leegov.com	(239) 533-2223
District 4	Brian Hamman	2120 Main St.	Fort Myers	FL	33901	Dist4@leegov.com	(239) 533-2226
District 5	Frank Mann	2120 Main St.	Fort Myers	FL	33901	Dist5@leegov.com	(239) 533-2225

State House - Representative

District 76	Ray Wesley Rodrigues	17595 S. Tamiami Trail, Suite 218	Fort Myers	FL	33908-	Ray.Rodrigues@myfloridahouse.gov	(239) 433-6501
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State Senate - Senator

District 27	Lizbeth Benacquisto	2000 Main St., Suite 401	Fort Myers	FL	33901	benacquisto.lizbeth.web@flsenate.gov	(239) 338-2570
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Congressional - Representative

District 19	Francis Rooney	120 Cannon House Office Building	Washington	DC	20515	info@francisrooney.com	(202) 225-2536
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US Senate - Senator

	Marco Rubio	284 Russell Senate Office Building	Washington	DC	20510	marco.rubio@myfloridahouse.gov	(202) 224-3041
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US Senate - Senator

	Rick Scott	83 Russell Senate Office Building	Washington	DC	20510	help@rickscott.senate.gov	(202) 224-5274
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Florida State Legislators - Lee County Delegates

District 76	Rep. Raymond Rodrigues	17595 S. Tamiami Trail, Suite 218	Fort Myers	FL	33908	Ray.Rodrigues@myfloridahouse.gov	(239) 433-6501
District 77	Rep. Dane Eagle	1039 SE 9th Place, Room 310	Cape Coral	FL	33990	Dane.Eagle@myfloridahouse.gov	(239) 772-1291
District 78	Rep. Heather Fitzenhagen	2120 Main Street, Suite 208	Fort Myers	FL	33901	Heather.Fitzenhagen@myfloridahouse.gov	(239) 533-2440
District 79	Rep. Spencer Roach	3436 Marinatown Lane, Suite 6	North Fort Myers	FL	33903	Spencer.Roach@myfloridahouse.gov	(239) 656-7790
District 26	Senator Ben Albritton	410 Taylor Street, Suite 106	Punta Gorda	FL	33950	Albritton.Ben@flsenate.gov	(941) 575-5717
District 28	Senator Kathleen Passidomo	3299 East Tamiami Trail, Suite 203	Naples	FL	34112	Passidomo.Kathleen@flsenate.gov	(239) 417-6205
District 30	Senator Lizbeth Benacquisto	2000 Main Street, Suite 401	Fort Myers	FL	33901	Benacquisto.Lizbeth@flsenate.gov	(239) 338-2570

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered between Joseph Wagenti, dba Wagenti Consulting, LLC, 14525 Abaco Lakes Drive, #204, Fort Myers, FL 33908, an independent contractor hereafter referred to as "WAGENTI", and Captiva Erosion Prevention District, 11513 Andy Rosse Lane, Unit 4, Captiva, FL 33924, hereafter referred to as "CEPD".

In consideration of the covenants and conditions hereinafter set forth, CEPD and WAGENTI agree as follows:

1. SERVICES

WAGENTI shall perform the following services for CEPD (the "Work"),

1.1 Provide administrative services to the Captiva Erosion Prevention District ("CEPD"), including supervision of outside consultants as necessary, and

1.2 Provide supervisory services to personnel whose services are provided by, or through CEPD, to the CEPD, subject to the provisions of Paragraph "9" below, and

1.3 Provide services described in *Attachment 1, Scope of Work*.

2. REPORTING

WAGENTI shall report to CEPD Commissioners, and shall provide a weekly written status report to the CEPD.

3. TERM

This Agreement shall commence on December 1, 2019; and continue throughout the month, automatically renewing on a monthly basis, unless terminated elsewhere as set forth in this Agreement. WAGENTI agrees to perform services for CEPD on or before the expiration of the term set forth above. Either party may terminate this Agreement at any time upon 60 days written notice at current office address.

4. FEES PAYABLE TO CONTRACTOR

CEPD will pay WAGENTI as follows:

- a) A yearly fee of \$125,000.00 of which \$10,416.67 shall be payable on the tenth each month.
- b) Effective September 1, 2020 and each ensuing September 1st, during the term of contract agreement, WAGENTI shall receive a minimum of three percent (3%) cost-of-living adjustment to its existing annual fee at that time.

WAGENTI will submit a monthly fee and shall be paid on the tenth of the current month for that month.

5. SCHEDULE

WAGENTI will perform work in a due diligent manner to execute those responsibilities outlined in the Scope of Services. Work shall be generally during the normal week (Monday-Friday) at an average of 40 hours per week. This contract is for a minimum of 1880 hours provided on an annual basis. Schedules during normal work periods will be coordinated with Deputy Administrator so as not to interfere with the daily operations of the CEPD.

6. RETURN OF MATERIALS

WAGENTI agrees that upon termination of this Agreement, WAGENTI will return to CEPD all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of CEPD, except for such materials which are governmental property or otherwise subject to public disclosure in accordance with Florida law.

7. WARRANTIES

7.1. CONTRACTOR warrants that:

(a) WAGENTI's agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between WAGENTI and a third party; and

(b) The Work as delivered to CEPD will not knowingly infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and

(c) The services provided by WAGENTI shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between WAGENTI and CEPD.

7.2. CEPD warrants that:

(a) CEPD's performance pursuant to this Agreement does not violate any agreement or obligation between CEPD and any third party; and

(b) CEPD's provision of WAGENTI'S services to the Client will not knowingly infringe any copyright, patent, trade secret, or other proprietary right held by any third party.

8. INDEMNITY

CEPD agrees to indemnify, defend, and hold WAGENTI and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with third party claims arising out of services rendered by CEPD.

9. RELATIONSHIP OF PARTIES

WAGENTI is an independent contractor of CEPD. Nothing in this Agreement shall

be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon either party's discretion to terminate this Agreement without cause as set forth elsewhere herein. Each party agrees to be responsible for all of its federal and state taxes, withholding, social security, insurance, and other benefits.

It is agreed between the parties that, in the event that CEPD chooses to provide the services of additional and/or other personnel to the CEPD at any time for any reason, CEPD will be solely responsible for such personnel's hiring, firing, performance and any and all other aspects of provision of such other services. CEPD specifically indemnifies and holds WAGENTI harmless as to any actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with CEPD's provision of such additional and/or other personnel and/or CEPD's request that WAGENTI provide supervisory services related to such person or persons.

10. OTHER ACTIVITIES

WAGENTI, and WAGENTI'S employees, agents, and subcontractors are free to engage in other independent contracting activities, provided that WAGENTI does not engage in any activities which, in WAGENTI'S sole judgment, are inconsistent with or in conflict with any provisions hereof, or that, in WAGENTI'S sole judgment, so occupy WAGENTI'S attention as to interfere with the proper and efficient performance of administrative services thereunder.

11. MISCELLANEOUS

(a) Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or WAGENTI's relationship with CEPD, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be incurred, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

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

(c) Insurance. As an independent contractor, WAGENTI shall provide insurance coverage(s) as required by CEPD for those professional services provided through CEPD. *Attachment 2*.

(d) Entire Agreement. This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

(e) Amendment. This Agreement may be amended only by a writing signed by WAGENTI and by a duly authorized representative of CEPD.

(f) Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

(g) Notices. Any notice, hereunder or pursuant to law shall be sufficient if in writing, sent by certified or registered mail, with postage prepaid, or fax WAGENTI at the following address: 14525 Abaco Lakes Drive, #204, Fort Myers, FL 33908, or to CEPD at the following address: 11513 Andy Rosse Lane, Unit 4, Captiva, FL 33924.

(h) Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in Lee County, Florida. Each party submits to the jurisdiction of such court.

Captiva Erosion Prevention District:

Joseph Wagenti, dba Wagenti Consulting, LLC

By: _____

Michael C. Mullins

Title: Chairman, CEPD Board of
Commissioners

Date: _____, 2019

By: _____

Joseph Wagenti

Address: 14525 Abaco Lakes Drive, #204, Fort
Myers, FL 33908

Date: _____, 2019

SCOPE OF SERVICES

The following Scope of Work shall constitute the general responsibilities of the Management Services Consultant, and may be modified from time to time by the Captiva Erosion Prevention District Board. The responsibilities listed are not all inclusive of the management services. The Board anticipates that the Consultant will employ others to assist in carrying out the services, with the selection of those individuals subject to the approval of the Board. For those services not included in the Scope of Services, Consultant will provide an associated cost for review and approval by the CEPD before executing any such services.

ADMINISTRATOR

1. **District Administrator**
 - a. Act as chief administrative officer and manager of the Captiva Erosion Prevention District (“District” or “CEPD”) and be responsible to the CEPD Board for proper administration and management of all affairs of the District.
 - b. Ensure the attendance of the District Administrator at meetings of the CEPD Board as requested by the Chair of the Board, and ensure the attendance of administrative staff at all meetings of the CEPD Board.
 - c. Recommend for adoption by the CEPD Board such measures as the District Administrator may deem necessary or expedient to achieve and carry out the purposes and goals of the District.
 - d. See that all laws, ordinances, rules, regulations and policies of the District are faithfully executed, and that the Administrator complies with Florida law regarding ethics.
 - e. Prepare and submit to the CEPD Board weekly status reports and monthly “dashboard” status reports for Board meetings.
 - f. Keep the CEPD Board fully advised of the financial conditions of the District and its future needs.
 - g. Annually prepare and submit a preliminary or proposed District budget and work with the CEPD Board in its analysis and review of the proposed budget.
 - h. Be responsible for the administration of each annual budget upon its adoption by the CEPD Board.

2. **Financial Processing**
 - a. Support outside audit.
 - b. Fund availability forecasting.
 - c. Fiscal reporting.
 - d. Act as liaison to Board auditor and Board bookkeeper.
 - e. Process tax roll and all necessary filings related to budget adoption.
 - f. Process special assessments.
 - g. File Public Depositor Annual Report.

3. Meetings

- a. Prepare an agenda in liaison with Commissioners; attend meetings.
- b. Meet with Commissioners or citizens, when requested, to discuss any matter relative to the work of the Board.
- c. Provide administrative assistance to CEPD Board members for CEPD business.
- d. Facilitate Board member financial disclosure compliance.
- e. Provide support for CEPD elections.
- f. Represent the Board at any meeting or seminar, as approved by the Board, and as generally required by administrative duties, within the Lee County, Charlotte County, and Collier County area. Meetings outside of the Lee County, Charlotte County and Collier County area will be attended; however all travel expenses including mileage, food, lodging, and airline tickets will be reimbursable.

4. Coordination of CEPD Activities

- a. Work with Lee County officials and other governmental agencies in administration of the CEPD offices and other Board business.
- b. Coordinate with engineering, legal and financial consultants on erosion control projects, beach monitoring, and other research or special projects.
- c. Coordinate with the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, Florida Department of Natural Resources, and other governmental agencies, in renewing or obtaining permits and obtaining funding for projects.

5. Liaison with Commissioners and Legal Counsel

- a. Inform Commissioners and/or counsel promptly of any relevant information, correspondence, legislation or regulations affecting the Board.
- b. Coordinate requests for legal services or requests for legal opinions.

6. Public Relations

Answer general queries from newspaper, radio and television reporters, or direct them to appropriate Commissioners or legal counsel for further information or comments, and issue press releases from time to time as appropriate.

7. Facilities Management

- a. Manage Parking Lot facility (Alison Hagerup Beach Park), including meter collection, lot maintenance and machine maintenance. The actual cost of meters, machines used to perform maintenance of the lot, or machine operators are not included in this scope.
- b. Responsible for the cleaning, maintenance and safety of the parking lot, restroom area, picnic area and beach access.

- c. Perform monthly beach inspections and provide monthly reports.
- d. Coordinate beach cleanup activities.

8. Beach Management

The objective of this portion of the responsibilities, commonly referred to as the “Beach Ambassador” (BA), is to gain voluntary compliance by being visible and by dealing with the public including residents, business owners, visitors and local agencies, in a positive, effective and courteous manner.

- a. Advises residents and visitors of ordinances and regulations for Lee County and the State of Florida. This will include issues related to littering, use of alcoholic beverages in public, animal control, recyclable materials, vehicles on the beach, vehicle parking, night sleeping on the beach, parks and recreation areas, noise nuisance issues, live shelling, bicycle safety, and turtle nesting.
- b. Provides general assistance and information to visitors and beach-goers; appropriately responds to, or resolves routine questions, inquiries and complaints; if warranted, refers requests and complaints to Administrator.
- c. Assists as directed in response to emergency situations that occur on the Captiva beach as needed and in conjunction with law enforcement.
- d. Coordinates with daily turtle patrols performed by others and monitors status of turtle nest markings to report any disturbances or alterations.

9. Beach Maintenance (TDC)

- a. Observes beach conditions using the CEPD beach vehicle weekly to assess maintenance needs regarding littering, vandalism, and protection of poles and ropes used to protect stabilizing vegetation.
- b. Responsible for vehicle maintenance and storage that includes removing salt water and sand after each use. Obtains and fills fuel tank as necessary, checks vital fluids, tire pressures, and ensures it is in a safe operating condition and securely parked.
- c. Maintains an operations log documenting use of the vehicle and activities associated with the use. Reports broken parking meters, missing signage and any situations which may be dangerous for follow-up by the Administrator.
- d. Attends vendors’ and contractors’ meetings; takes and distributes minutes.
- e. Observes progress of the dredging contractor on a daily basis, including periodically taking photographs of project progress.
- f. Secures aerial photos of project progress.
- g. Coordinates with the engineer in charge regarding activities of the dredging contractor and compliance with state and federal permits.

- h. Assists with management of beach guests relative to operations of the dredging contractor and maintenance of the safe use of the beach.
- i. Other related duties as requested.

ATTACHMENT 2

Insurance Requirements

Contractor shall not commence performance hereunder until all insurance required herein has been obtained and such insurance has been confirmed by CEPD.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with CEPD no later than two days prior to initial date of Contractor's Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled without a forty-five days (45) prior written notice being given to CEPD. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of this Agreement, then Contractor will make a request to the insurer to renew the policy. Said request shall occur at least forty-five (45) days prior to the expiration date of such insurance and Contractor shall furnish, as soon as made available by the insurer, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect.

Contractor shall not commence nor continue to provide any Services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CEPD for any lapses in service resulting from a gap in insurance coverage.

Contractor shall obtain and maintain the following minimum insurance:

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

* Contractor shall name CEPD as an additional insured.

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

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered between Carolyn L. Weaver, dba My Four Dogs Consulting, LLC, 19621 N. Tamiami Trail, Lot 39, North Fort Myers, FL 33903, an independent contractor hereafter referred to as "WEAVER", and Captiva Erosion Prevention District, 11513 Andy Rosse Lane, Unit 4, Captiva, FL 33924, hereafter referred to as "CEPD".

In consideration of the covenants and conditions hereinafter set forth, CEPD and WEAVER agree as follows:

1. SERVICES

WEAVER shall perform the following services for CEPD (the "Work"),

1.1 Provide administrative services to the Captiva Erosion Prevention District ("CEPD"), including supervision of outside consultants as necessary, and

1.2 Provide supervisory services to personnel whose services are provided by, or through CEPD, to the CEPD, subject to the provisions of Paragraph "9" below, and

1.3 Provide services described in *Attachment 1, Scope of Work*.

2. REPORTING

WEAVER shall report to Administrator and/or CEPD Commissioners, and shall assist in the weekly written status report to the CEPD.

3. TERM

This Agreement shall commence on December 1, 2019; and continue throughout the month, automatically renewing on a monthly basis, unless terminated elsewhere as set forth in this Agreement. WEAVER agrees to perform services for CEPD on or before the expiration of the term set forth above. Either party may terminate this Agreement at any time upon 60 days written notice at current office address.

4. FEEES PAYABLE TO CONTRACTOR

CEPD will pay WEAVER as follows:

a) A yearly fee of \$103,000.10 of which \$8583.34 shall be payable on the tenth each month.

b) Effective September 1, 2020 and each ensuing September 1st, during the term of contract agreement, WEAVER shall receive a minimum of three

percent (3%) cost-of-living adjustment to its existing annual fee at that time.

WEAVER will submit a monthly fee and shall be paid on the tenth of the current month for that month.

5. SCHEDULE

Weaver will perform work in a due diligent manner to execute those responsibilities outlined in the Scope of Services. Work shall be generally during the normal week (Monday-Friday) at an average of 40 hours per week. This contract is for a minimum of 1880 hours provided on an annual basis. Schedules during normal work periods will be coordinated with Administrator so as not to interfere with the daily operations of the CEPD.

6. RETURN OF MATERIALS

WEAVER agrees that upon termination of this Agreement, WEAVER will return to CEPD all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of CEPD, except for such materials which are governmental property or otherwise subject to public disclosure in accordance with Florida law.

7. WARRANTIES

7.1. CONTRACTOR warrants that:

(a) WEAVER's agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between WEAVER and a third party; and

(b) The Work as delivered to CEPD will not knowingly infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and

(c) The services provided by WEAVER shall be performed in a professional manner, and shall be of a high grade, nature, and quality. The services shall be performed in a timely manner and shall meet deadlines agreed between WEAVER and CEPD.

7.2. CEPD warrants that:

(a) CEPD's performance pursuant to this Agreement does not violate any agreement or obligation between CEPD and any third party; and

(b) CEPD's provision of WEAVER's services to the Client will not knowingly infringe any copyright, patent, trade secret, or other proprietary right held by any third party.

8. INDEMNITY

CEPD agrees to indemnify, defend, and hold WEAVER and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with third party claims arising out of services rendered by CEPD.

9. RELATIONSHIP OF PARTIES

WEAVER is an independent contractor of CEPD. Nothing in this Agreement shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon either party's discretion to terminate this Agreement without cause as set forth elsewhere herein. Each party agrees to be responsible for all of its federal and state taxes, withholding, social security, insurance, and other benefits.

It is agreed between the parties that, in the event that CEPD chooses to provide the services of additional and/or other personnel to the CEPD at any time for any reason, CEPD will be solely responsible for such personnel's hiring, firing, performance and any and all other aspects of provision of such other services. CEPD specifically indemnifies and holds WEAVER harmless as to any actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with CEPD's provision of such additional and/or other personnel and/or CEPD's request that WEAVER provide supervisory services related to such person or persons.

10. OTHER ACTIVITIES

WEAVER, and WEAVER'S employees, agents, and subcontractors are free to engage in other independent contracting activities, provided that WEAVER does not engage in any such activities which, in WEAVER'S sole judgment, are inconsistent with or in conflict with any provisions hereof, or that, in WEAVER'S sole judgment, so occupy WEAVER'S attention as to interfere with the proper and efficient performance of administrative services thereunder.

11. MISCELLANEOUS

(a) Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or WEAVER'S relationship with CEPD, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be incurred, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

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

(c) Insurance. As an independent contractor, WEAVER shall provide insurance coverage(s) as required by CEPD for those professional services provided through CEPD. *Attachment 2*.

(d) Entire Agreement. This Agreement, contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

(e) Amendment. This Agreement may be amended only by a writing signed by WEAVER and by a duly authorized representative of CEPD.

(f) Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

(g) Notices. Any notice, hereunder or pursuant to law shall be sufficient if in writing, sent by certified or registered mail, with postage prepaid, to WEAVER at the following address: 19621 N. Tamiami Trail, Lot 39, North Fort Myers, FL 33903, or to CEPD at the following address: 11513 Andy Rosse Lane, Unit 4, Captiva, FL 33924.

(h) Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in Lee County, Florida. Each party submits to the jurisdiction of such court.

Captiva Erosion Prevention District:

Carolyn Weaver, dba My Four Dogs Consulting, LLC:

By: _____
Michael C. Mullins

By: _____
Carolyn Weaver

Title: Chairman, CEPD Board of Commissioners

Address: 19621 N. Tamiami Trail, Lot 39, N. Ft. Myers, FL 33903

Date: _____, 2019

Date: _____, 2019

SCOPE OF SERVICES

The following Scope of Work shall constitute the general responsibilities of Weaver, and may be modified from time to time by the Captiva Erosion Prevention District Board. The responsibilities listed are not all inclusive of the management services. For those services not included in the Scope of Services, Weaver will provide an associated cost for review and approval by the CEPD before executing any such services.

DEPUTY ADMINISTRATOR

Performing duties in coordination with the Administrator, the Deputy Administrator will work on an independent contract basis to perform the functions described below.

1. OFFICE ADMINISTRATION

- a. Supervise the day to day running of the CEPD offices, including staffing the CEPD office as necessary to discharge the obligations of the Consultant.
- b. Collection, copying and responding to mail and telephone inquiries.
- c. Organize and maintain files, and act as Custodian of Board records, including maintenance of offsite storage.
- d. Order supplies and equipment.

2. MEETINGS

- a. Advertise and notify citizens, necessary authorities, and consultants of regular and special meetings.
- b. Attend meetings, keep records of proceedings, and take minutes.
- c. Provide administrative assistance to CEPD Board members for CEPD business.
- d. Represent the Board at any meeting or seminar, as approved by the Board, and as generally required by administrative duties, within the Lee County, Charlotte County, and Collier County area. Meetings outside of the Lee County, Charlotte County and Collier County area will be attended; however all travel expenses including mileage, food, lodging, and airline tickets will be reimbursable.

3. LIAISON WITH COMMISSIONERS AND LEGAL COUNSEL

- a. Notify Commissioners of any changes in meeting dates or items in the reading file in which they have a special interest or expertise.
- b. Photocopy pertinent information, correspondence and news reports and distribute to Commissioners and counsel.

4. PUBLIC RELATIONS

- a. Keep general reading files, maintain other files accessible to the public during office hours, and provide whatever assistance necessary and reasonable to provide information on erosion problems.
- b. Supervise the production of a newsletter, when so directed, informing taxpayers and other interested parties on Board activities, and other activities related to erosion control.
- c. Manage and coordinate contents of website.

5. BEACH MAINTENANCE (TDC)

- a. Monitors beach conditions. Provides daily report to MOTE Marine Lab.
- b. Writes and assists with Beach Brief preparation and distribution with project schedules and progress.
- c. Assists the Administrator with reporting and documentation of beach construction progress and related permit compliance issues.
- d. Other related duties as requested.

6. BEACH PARKING LOT MANAGEMENT

- a. Prepares the deposit of moneys collected from the parking machines and takes to the bank.
- b. Maintains log of parking lot receipts and sales activity. Distributes this information to the Commissioners as requested.
- c. Reports ticket sales to Lee County Parks & Recreation monthly.
- d. Monitors Captiva sign maintenance at Turner Beach parking lot and Alison Hagerup parking lot.

7. ADMINISTRATION SUPPORT:

- a. Collects, copies and responds to mail, email, and telephone inquiries.
- b. Obtains signatures on checks, mails checks, and files supporting documentation.
- c. Makes deposits at the bank.
- d. Scans and emails copies of deposits to accountant.
- e. Responds to government and agency inquiries, or forwards to Administrator for response.
- f. Digital and hard copy file management.
- g. Manages archive and cloud storage.
- h. Provides general administrative assistance to the Administrator, CEPD Accountant, and CEPD Board Members for CEPD business.
- i. Notifies Commissioners of any changes in meeting dates or items in the

- reading file in which they have a special interest or expertise.
- j. Advertises and notifies citizens, necessary authorities, and consultants of regular, emergency and special meetings, including posting at post office.
 - k. Photocopies pertinent information, correspondence and news reports and distributes to Commissioners and counsel. Keeps in logs as necessary.
 - l. Posts and distributes approved meeting agendas.
 - m. Generates word processing and spread sheets including use of presentation software.
 - n. Manages contact files and mailing lists.
 - o. Attends, records and take minutes at Budget Hearings, Regular Board Meetings, Town Hall, and Special Meetings.
 - p. Responsible for reserving the Meeting Room and set up, including all equipment.
 - q. Assists in preparation of meeting packets.
 - r. Distributes meeting packets to commissioners.
 - s. Maintains audio recordings of meetings on CD and electronic file, such as Drop Box, for distribution as needed.
 - t. Assists as needed with presentations.
 - u. Assists with Newsletter development and distribution.
 - v. Manages electronic (Constant Contact) and hard copy publications and distribution of the Newsletter.
 - w. Writes and assists with Beach Briefs and Press Release development and distribution.
 - x. Maintains press clipping files.
 - y. Manages updates to the CEPD website.
 - z. Maintains a safe, secure, clean and well equipped/supplied District office.
 - aa. Troubleshoots technical problems.
 - bb. Contacts and follows up with vendors for repairs or maintenance needs.
 - cc. Responds to all pay requests and facilitates journal entries of payments.
 - dd. Manages off site storage
 - ee. Interfaces with the general public.
 - ff. Takes photos of conditions or events.
 - gg. Maintains positive and productive relationships with government and agency officials.
 - hh. Assists Administrator with management of all Federal, State, and Local Government grants and funds awarded to the District including reporting, record keeping, reimbursement requests, closeouts and compliance requirements.

ATTACHMENT 2

Insurance Requirements

Contractor shall not commence performance hereunder until all insurance required herein has been obtained and such insurance has been confirmed by CEPD.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with CEPD no later than two days prior to initial date of Contractor's Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled without a forty-five days (45) prior written notice being given to CEPD. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of this Agreement, then Contractor will make a request to the insurer to renew the policy. Said request shall occur at least forty-five (45) days prior to the expiration date of such insurance and Contractor shall furnish, as soon as made available by the insurer, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect.

Contractor shall not commence nor continue to provide any Services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CEPD for any lapses in service resulting from a gap in insurance coverage.

Contractor shall obtain and maintain the following minimum insurance:

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

* Contractor shall name CEPD as an additional insured.

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

ATTACHMENT 2

Insurance Requirements

Contractor shall not commence performance hereunder until all insurance required herein has been obtained and such insurance has been confirmed by CEPD.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with HWA no later than two days prior to initial date of Contractor's Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled without a forty-five days (45) prior written notice being given to CEPD. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of this Agreement, then Contractor will make a request to the insurer to renew the policy. Said request shall occur at least forty-five (45) days prior to the expiration date of such insurance and Contractor shall furnish, as soon as made available by the insurer, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect.

Contractor shall not commence nor continue to provide any Services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CEPD for any lapses in service resulting from a gap in insurance coverage.

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* Contractor shall name CEPD as an additional insured.

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

CEPD Community Subcommittee Mission Statement

The Community Subcommittee will work with CEPD staff to understand the requirements for federal funding for beach re-nourishment, and explore creative opportunities to satisfy those requirements. The committee will gather input from residents and property owners in order to evaluate the potential impact to Captiva of satisfying those federal requirements for funding.

SEP 30 2019

August 1, 2019

The Board of Commissioners
Captiva Erosion Prevention District
11513 Andy Rosse Lane
P. O. Box 365
Captiva, Florida 33924

Attention: Carolyn Weaver, Administrator

We are pleased to confirm our understanding of the services we are to provide the Captiva Erosion Prevention District (the "District"), for the year ended September 30, 2019. We will audit the financial statements including the related notes to the financial statements which collectively comprise the basic financial statements of the District as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Budgetary comparisons for the General Fund and the Capital Projects Fund.

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards and state financial assistance (if necessary).

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Governmental Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or on each major state project in accordance with the Florida State Single Audit Act and the *Department of Financial Services* State Projects Compliance Supplement, as applicable.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's

responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs;

compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Audit Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in mid November 2019, and to issue our reports no later than January 31, 2020. Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our all-inclusive maximum fee for the performance of the annual financial and compliance audit services for the September 30, 2019, audit will be \$14,000, and \$3,200 for each major program tested. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be

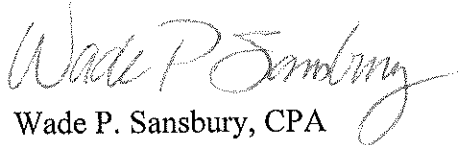
rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

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

Sincerely,

MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA

RESPONSE:

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

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

SEP 30 2019

August 1, 2019

The Board of Commissioners
Captiva Erosion Prevention District
11513 Andy Rosse Lane
P. O. Box 365
Captiva, Florida 33924

Attention: Carolyn Weaver, Administrator

We are pleased to confirm our understanding of the services we are to provide for the Captiva Erosion Prevention District (the "District").

We will examine the District's compliance with Section 218.415, *Florida Statutes*, regarding the investment of public funds as of and for the year ending September 30, 2019. The objectives of our examination are to: (1) obtain reasonable assurance about whether the District complied with the specified requirements above; and (2) to express an opinion as to whether the District's assertion that it complied with the specified requirements, is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Board of Commissioners of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the District and the Auditor General of the State of Florida, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the District complied with Section 218.415, *Florida Statutes*, regarding the investment of public funds is free from material misstatement. Our engagement will not include a detailed inspection

of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for compliance with Section 218.415, *Florida Statutes*, regarding the investment of public funds; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the District is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

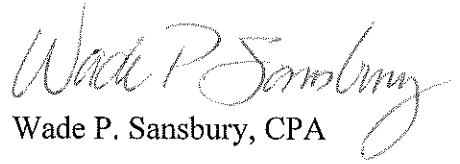
Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination in mid-November 2019. Our fees for these services are included in the District's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

Sincerely,

MAULDIN & JENKINS, LLC


Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the District.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____