



CEPD June 2021 Board Meeting

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Please follow page numbers on top right corner



Board Meeting Agenda

Date: Monday June 7th, 2021

Time: 1:00 P.M.

Location: 15951 Captiva Drive, Captiva, Florida 33924
Tween Waters Inn, Ding Darling Room

Via Zoom: <https://us02web.zoom.us/j/88267467908>

Webinar ID: 882 6746 7908

Telephone: +1 312 626 6799

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes**
 - A. May 10th, 2021 Board Meeting
4. **Public Comments** – Limit 3 minutes per person
5. **Financial Reports**
 - A. Budget Performance
 - B. Parking Sales Revenue
6. **Old Business**
 - A. Extension on APTIM Contract
 - B. Sanibel Cost Share Discussion



- 7. New Business**
 - A. Tentative Apportionment Timeline
 - B. 2022 Budget
 - C. TRIM Hearing Dates

- 8. Administrative Report**
 - A. TDC Grant Update
 - B. Follow up on Action Items

- 9. Commissioners' Comments**

- 10. Adjournment**

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



Captiva Erosion Prevention District

Special Board Meeting

Monday, May 10th, 2021

Location: Tween Waters Inn, Ding Darling Room

15951 Captiva Drive

Captiva, Florida 33924

Public attendance via Zoom

1. Call to Order

- Chairman Miville called to order the regular Board meeting of the Captiva Erosion Prevention District (CEPD) at approximately 1:00 pm on March 8, 2021.

2. Roll Call

- Seat 4, John Silvia, Vice Chairman asked to be excused.
- Secretary Kaiser motioned to authorize Commissioner Mullins to appear remotely. Treasurer Pyle seconded the motion. Discussion was invited and a vote was held. The motion passed unanimously.
 - In favor: Chairman Miville, Secretary Kaiser, Treasurer Pyle
- The following persons were in attendance:
 - CEPD Commissioners:
 - Seat 1, Harry Kaiser, Secretary
 - Seat 2, René Miville, Chairman
 - Seat 3, Michael Mullins, Commissioner
 - Seat 5, Richard Pyle, Treasurer
 - CEPD Staff:
 - Jennifer Nelson, Executive Director
 - Daniel Munt, Technical Policy Director
 - John Riegert, Administrative Director
 - Ralf Brookes, CEPD Attorney

- CEPD Engineers:
 - Tom Pierro, Coastal Protection & Engineering
 - Nicole Sharp, APTIM

3. Approval of Minutes

- April 12th, 2021 Board Meeting
 - Secretary Kaiser motioned to dispense the reading of the minutes and to approve the minutes of the April 12th, 2021 Board meeting. Treasurer Pyle seconded the motion. Discussion was invited. A vote was held and the motion passed unanimously.
 - In Favor: Secretary Kaiser, Treasurer Pyle, Commissioner Mullins, Chairman Miville.

4. Public Comments – Limit 3 minutes per person

- Public comment was invited. No members of the public provided comment at this time.

5. Financial reports

- Budget Performance
 - Treasurer Pyle led a review of the financial report. The budget is tracking and financially things are slightly better than a year ago at this time. The General Fund balance sheet shows assets of \$835,960 compared to \$251,456 a year ago. The Capital Projects Fund shows a \$4.475M total asset amount compared to about \$3.9M a year ago.
- Parking Lot
 - Monthly Sales Revenue
 - 2,666 parking tickets were sold in the month of April (\$82,930).

6. Old Business

- Follow up on Action Items
 - NOAA Sea Level Rise Report
 - Technical Policy Director Daniel Munt updated the board on their request to find the Sea Level Rise data from NOAA. From 2000-2018 the sea level in the Fort Myers Area rose .1-.2 meters (4-8 inches).
 - Contracts
 - Contract archives are not complete and need to be updated. Administrative Director began compiling a list of all contracts that the office has on hand and is identifying areas that need to be addressed.
 - Banking
 - Executive Director Jennifer Nelson looked into the procedures concerning banking processes for CEPD. Upon review with staff she noted that no matter what future banking decisions the board decides upon, they should still retain a cash depository on island.
 - The goal for exploring a new bank is to find the best digital service.

7. New Business

- State Contract 21LE1 A1
 - Vince George from the Florida Department of Environmental Protection entered the meeting and led discussion on the proposed amendment to the funding contract for the Nourishment Project.
 - Staff and Vince George have been holding meetings to discuss methods of which CEPD can increase the State cost share. Maximizing the availability of public access is the only way for that to happen.
 - Cost share is to be raised from 17-18% to 21.07% through this amendment. The State maximum cost share through their formula is 50%
 - Executive Director Jennifer Nelson made a clarification that if CEPD can identify more public access, the State will increase their cost share even after the projects completion. Vince George reiterated this point to the board.
 - Commissioner Mullins made a motion to accept the changes to the State Contract 21LE1 A1. Chairman Miville seconded the motion. Discussion was invited and a vote was held. The motion passed unanimously.
 - In favor: Secretary Kaiser, Treasurer Pyle, Commissioner Mullins, Chairman Miville
- Beach Nourishment Bids
 - Technical Policy Director Daniel Munt led discussion on the bids received.
 - Great Lakes Dock and Dredge provided a bid for \$15.6M with a sand unit price of \$16/CY. Weeks provided two bids, one for \$15.7M with a sand unit price of \$17/CY and the second for \$18.2M with a unit price of \$20.50/CY. Manson provided a bid for \$25.6M and a sand unit price of \$26.20/CY.
 - Staff and Engineers provided their recommendation to award the bid to Great Lakes Dock and Dredge due to their price, experience on the project, and ability to deliver promptly during the summer months. The timeline for the project from mobilization to project completion is July-October 2021.
 - CEPD retains the ability to increase the volume of sand for the project by 25% at the same unit price for sand. A change order will be required if the board decides to go over that threshold.
 - Commissioner Mullins made a motion to accept the staff and engineer suggestion to award the bid to Great Lakes Dock and Dredge. Secretary Kaiser seconded the motion. Discussion was invited and a vote was held. The motion passed unanimously
 - In favor: Secretary Kaiser, Treasurer Pyle, Commissioner Mullins, Chairman Miville
- Municipal Bond Loan
 - Executive Director Jennifer Nelson led discussion on the offers for Municipal Bond Loans. Synovus offered a 2.1% interest rate. 5/3 offered a 2.6% interest rate
 - Representative from Synovus bank worked on the previous CEPD project.
 - Executive Director Jennifer Nelson recommended Synovus Bank.

- Commissioner Mullins made a motion to accept Synovus as the bank for the municipal bond loan based upon the proposal and contingent upon review from bond counsel. Secretary Kaiser seconded the motion. Discussion was invited and a vote was held. The motion passed unanimously.
 - In favor: Secretary Kaiser, Treasurer Pyle, Commissioner Mullins, Chairman Miville
 - Bond Counsel
 - Executive Director Jennifer Nelson led discussion on the proposals received for bond counsel.
 - Executive Director Jennifer Nelson recommended that CEPD stay with their former counsel Mark E. Raymond
 - Commissioner Mullins made a motion to accept Mark E. Raymond as the bond counsel for CEPD as recommended by staff. Secretary Kaiser seconded the motion. Discussion was invited and a vote was held. The motion passed unanimously.
 - In favor: Secretary Kaiser, Treasurer Pyle, Commissioner Mullins, Chairman Miville
 - Parking Refund Policy
 - Executive Director Jennifer Nelson led discussion on recent parking refunds. Most refunds are due to consumers inserting their payment information twice and not waiting for a transaction to complete. Staff proposed to place a sign at the parking lot to place signage to not insert payment twice and to not offer refunds so easily.
 - Commissioner Mullins motioned to accept staffs recommendation to improve signage at the parking lot to prevent double payment. Secretary Kaiser seconded the motion. Discussion was invited and a vote was held. The motion passed unanimously.
 - In favor: Secretary Kaiser, Treasurer Pyle, Commissioner Mullins, Chairman Miville
8. Administrative Report
- Executive Director Jennifer Nelson updated the board that the office hired a second parking lot attendant for part-time, Austin Sharkey.
9. Commissioners' Comments
- Commissioner Mullins requested the schedules of the Commissioners be sent to staff to ensure that a physical quorum can be met during the Summer months.
 - Commissioner Mullins and Executive Director Nelson met with County Chairman Ruane to negotiate the County cost share for the project. Cost share is based on the economist report that was provided to the district by Dr. Stronge. Executive Director Nelson suggested that the board may want to look into a new economic report.

10. Adjournment

- Secretary Kaiser made a motion to adjourn the meeting. Chairman Miville seconded the motion. The meeting was adjourned.

Action Items

FDEP State Funding Workshop

Contracts

Inventory

Meeting with Zimomra

Commissioner and Staff Vacation Schedule

TRIM Budget

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

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

2. Term

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

3. Compensation

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

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

4. Payment

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

b. **RESERVED.**

5. Taxes, Fees and Other Charges

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

6. Independent Contractor

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

7. Documentation, Records, Audit

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

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

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

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

8. Risks and Allocation

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

9. CPE Warranties, Representations and Covenants

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

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

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

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

10. Indemnities

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

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

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

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

17. Intellectual Property Rights

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

18. Technology Fees

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

19. Confidentiality, Nondisclosure

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

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

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

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

25. CLIENT/CPE Representatives

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

26. Governing Law

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

27. Waiver of Terms and Conditions

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

28. Entire Agreement

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

29. Severability; Survival

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

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

30. RESERVED.

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

CAPTIVA EROSION PREVENTION DISTRICT ("CLIENT")

By: *James P. Boyle*

Title: CHAIRMAN

COASTAL PLANNING & ENGINEERING, INC.

By: *Sherry C. C...*

Title: Vice President

ATTACHMENT: Exhibit 1 - Category Rate Schedule

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

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



2021 Board Meeting Schedule

June 7th, 2021 at 1:00 p.m.

July 12th, 2021 at 1:00 p.m.

August 9th, 2021 at 1:00 p.m.

September 13th, 2021 at 3:00 p.m.

October 11th, 2021 at 1:00 p.m.

November 8th, 2021 at 1:00 p.m.

December 13th, 2021 at 1:00 p.m.

2021 TRIM Hearing Schedule

Tentative Budget Hearing

September 13th, 2021 at 5:01 p.m.

Final Budget Hearing

September 23rd, 2021 at 5:01 p.m.

All meetings will be held at 'Tween Waters Inn, Ding Darling Room
15951 Captiva Drive, Captiva, Florida 33924

Meeting information and links for public attendance can be found at:

www.mycepd.com



2021 Board Workshop Schedule

June 3rd, 10th, 17th, and 24th at 1:00 p.m.

July 1st, 8th, 15th, 22nd, and 29th at 1:00 p.m.

August 5th, 12th, 19th, and 26th at 1:00 p.m.

September 2nd, 9th, 16th, 23rd, and 30th at 1:00 p.m.

October 7th, 14th, 21st, and 28th at 1:00 p.m.

November 4th, and 18th at 1:00 p.m.

December 2nd, 9th, 16th, 23rd, and 30th at 1:00 p.m.

All Workshops are to be held by video conference
Meeting information and links for public attendance can be found at:

www.mycepd.com

Subject to cancellation



FY 2020-21 TDC Beach & Shoreline Funding Allocations				
	Amount Requested	Amount Ineligible	Amount Eligible	Funding Recommendation**
FY2020-21 Estimated Funding Available				\$9,107,155
Lee County Natural Resources - Beach Renourishment Trust Fund	\$2,200,000		\$2,200,000	\$1,683,377
City of Sanibel - Beach and Shoreline Erosion Survey*	\$40,000		\$40,000	\$40,000
Town of Fort Myers Beach - Beach Erosion Monitoring*	\$32,013		\$32,013	\$32,013
Captiva Erosion Prevention District - Captiva Beach Renourishment Project	\$473,526		\$473,526	\$323,526
Town of Fort Myers Beach - Estero Island Beach Renourishment	\$2,761,536		\$2,761,536	\$300,000
City of Cape Coral - Beach Park Facility Maintenance*	\$140,000		\$140,000	\$140,000
City of Sanibel - Facility Beach Maintenance	\$1,626,600		\$1,626,600	\$1,626,600
Captiva Erosion Prevention District - Captiva Beach Park Maintenance	\$127,600	\$4,800	\$122,800	\$72,800
Town of Fort Myers Beach - Beach & Shoreline Maintenance	\$967,625		\$967,625	\$967,625
Lee Cty Parks & Recreation - Operation Beach & Shoreline Maintenance*	\$2,246,282		\$2,246,282	\$2,246,282
Lee Cty Parks & Recreation - Countywide Emergency Beach Cleanup	\$200,000		\$200,000	\$67,000
Lee Cty Facilities Construction & Mgmt. - Beachfront Park Maintenance*	\$424,800		\$424,800	\$274,800
Barrier Island Parks Society - Gasp Isl. Lighthouse & Walking Trail Maintenance	\$24,175		\$24,175	\$24,175
Barrier Island Parks Society - Port Boca Grande Lighthouse & Museum Dune Fence	\$31,542	\$31,542	\$0	\$0
Barrier Island Parks Society - Cayo Costa & Gasparilla State Park Utility Vehicles*	\$33,957		\$33,957	\$33,957
Lee Cty Facilities Construction & Mgmt.- Caloosahatchee Pk Shoreline Stabilization	\$1,200,000		\$1,200,000	\$1,200,000
City of Sanibel - Changing Room Rehab @ Bowmans Beach Park- Phase Two	\$100,000		\$100,000	\$0
Captiva Erosion Prevention District - Alison Hagerup Capital Improvements*	\$37,300		\$37,300	\$0
City of Bonita Springs - River Park Native Landscaping*	\$300,000	\$30,000	\$270,000	\$0
City of Cape Coral - Yacht Club Restrooms	\$437,000		\$437,000	\$0
City of Cape Coral - Yacht Club Beach Shoreline Expansion*	\$750,000		\$750,000	\$0
Gasparilla Island State Park - Gasparilla Island Lighthouse Beach Shade Structure*	\$180,000		\$180,000	\$0
Town of Fort Myers Beach - Beach Access Public Restroom @ Palm Avenue	\$105,000		\$105,000	\$0
Lee Cty Parks & Recreation - Crescent Beach Restroom Replacement & Showers	\$160,000		\$160,000	\$0
Lee Cty Facilities Construction & Mgmt. - Bonita Beach Park Improvements	\$150,000		\$150,000	\$0
Lee Cty Transit - Fort Myers Beach Tram Service Expansion*	\$354,481		\$354,481	\$0
TOTAL	\$15,200,327	\$66,342	\$15,133,985	\$9,032,155
*Legislative finding needed				
<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; background-color: #e0e0e0; padding: 2px;">BEACH NOURISHMENT PROJECTS</div> <div style="border: 1px solid black; background-color: #d9ead3; padding: 2px;">MAINTENANCE PROJECTS</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="border: 1px solid black; background-color: #fce4d6; padding: 2px;">CAPITAL PROJECTS</div> <div style="border: 1px solid black; background-color: #d9ead3; padding: 2px;">OTHER PROJECTS</div> </div>				
TDC approved August 13, 2020 (BoCC approved September 13, 2020)				