

**CAPTIVA EROSION PREVENTION DISTRICT**  
**STANDARD SERVICES CONTRACT**

**THIS CONTRACT** for services is made, agreed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Captiva Erosion Prevention District, a Florida Special Independent District, hereinafter referred to as the “CEPD”, and \_\_\_\_\_, hereinafter referred to as “Contractor”, concerning for the provision of services set forth in the **Scope of Work attached as Exhibit A.**

**WITNESSETH:**

**WHEREAS**, Section 119.0701, Florida Statutes, requires that certain public agency contracts must include certain statutorily required provisions concerning the Contractor’s compliance for Florida’s Public Records Act; and

**WHEREAS**, Section 768.28, Florida Statutes, sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

**WHEREAS**, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

**WHEREAS**, Section 448.095, Florida Statutes, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

**WHEREAS**, Sections 287.133, 287.135 and 287.138, Florida Statutes, provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, the parties agree to this contract for services as follows:

**1. Contract.** This Contract hereby amends and adopts the terms of the RFP response and Scope of Work. Exhibit A. In the event of a conflict between the terms of the Scope of Work and this Contract, the terms of this Addendum shall prevail.

**2. Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the CEPD within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, subject to applicable law and ethical rules, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CEPD's custodian of public records, in a format that is compatible with the information technology systems of the CEPD.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CEPD AT:**

**3. Public Records Compliance Indemnification.** Contractor agrees to indemnify and hold the CEPD harmless against any and all claims, damage awards, and causes of action proximately caused by the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of this section.

**4. Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CEPD specified in the Agreement shall not be construed as a waiver of CEPD's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CEPD in the Agreement in derogation hereof shall be void and of no force or effect.

**5. Non-appropriation.** The CEPD's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CEPD's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as

soon as is practical by memorandum from the CEPD Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CEPD, subject to the CEPD paying all invoices for services rendered during the period the Agreement was funded by an appropriation.

**6. E-Verify Compliance.** By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes “Employment Eligibility,” as may be amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to CEPD incurred as a result of the termination of this Agreement in accordance with this section. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

**7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. Contractor further understands that any contract with CEPD for goods or services of any amount may be terminated at the option of CEPD if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the

Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CEPD if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

**8. Public Entities Crime or Convicted Vendor List.** The Contract has a continuous duty to disclose to the CEPD if the Contractor or any of its affiliates as defined by Section 287.133(1) (a), Florida Statutes are placed on the convicted vendor list or the Antitrust Violator Vendor List. Contractor further agrees to not give access to an individual's personal identifying information if:

**9. Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

**10. Compliance with Ethics Codes.** This Agreement is subject to Chapter 112, Florida Statutes and Contractor shall disclose the name of any officer, director, employee or other agent who is also an employee of the CEPD. The Contractor shall also disclose the name of any CEPD employee who owns, directly or indirectly, more than a five percent (5%) interest in the Contractor's or its affiliates, business entity.

**11. Data Management; Notice of Breach.** Contractor shall cooperate with timely incident reporting, response activities/fact gathering, public and agency notification requirements, severity level assessment, after-action reports as provided in Section 282.3185 (5) & (6), Florida Statutes.

**12. Environmental and Social Government and Corporate Activism.** Contractor is prohibited from giving preference to any subcontractor based on the subcontractor's social, political or ideological interests as mandated in Section 287.05701, Florida Statutes.

**13. Funding.** All payments are contingent upon approval and continued funding by the governing body.

**14. No coercion for labor or services ("Human Trafficking") Sworn Statement.** Pursuant to Sections 787.06(13), Florida Statutes (2024), the Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows: "Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;

3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;

6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

**Pursuant to Sections 787.06 and 92.525, Fla. Stat., and under penalties of perjury, Contractor declares that Contractor has read the foregoing including sworn statement that Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services (“Human Trafficking”) and that the facts stated in it are true.**

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed by Contractor: \_\_\_\_\_

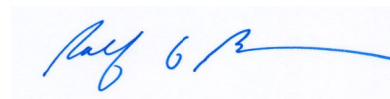
**ATTEST:**

**CEPD, A Florida Special Independent District**

\_\_\_\_\_  
CEPD Clerk  
Date signed by CEPD: \_\_\_\_\_

\_\_\_\_\_  
CEPD

Approved as to form and sufficiency



\_\_\_\_\_  
CEPD Attorney, CEPD of Kenneth City

# **EXHIBIT A**

## **Management and Consulting Contract Terms**

### **A. Management Duties and Services**

The Contractor shall provide for the following services with the understanding that the following is subject to change at the mutual discretion of the majority of the Board and the Contractor. Nothing herein (under Management Duties and Services) shall be construed as legally binding but rather an initial guide to be reviewed periodically and amended as deemed necessary by the Board and the Contractor for the purpose of enhancing the CEPD administrative functions.

1. Reporting to and taking direction from the CEPD Board of Commissioners on a regular basis, no less than once a week. Such reporting and direction will be primarily made, though not exclusively, through the Chairman. Such will be in accordance with all CEPD policies and procedures.
2. Maintaining a firm understanding of the state and federal beach management programs as well as the beach nourishment planning, permitting, construction, and monitoring processes, and coordinating the entire process. Similarly, coastal resilience and coastal erosion in general.
3. Maintaining a firm understanding of the state and federal beach management programs as well as the beach nourishment planning, permitting, construction, and monitoring processes, and coordinating the entire process.
4. Developing and maintaining knowledge and understanding of coastal resilience and coastal erosion in general, and the state and federal initiatives, agencies and programs that focus on those issues.
5. Developing, maintaining, and managing the Beach Nourishment project plan.
6. Developing, publishing, and managing RFIs and RFPs and the vendor selection process for beach nourishment projects.
7. Oversee the economic apportionment process for the Captiva property local share of funding for beach nourishment projects.

8. Conducting periodic and immediate post-storm beach inspections, remaining familiar with the general beach conditions, and articulating beach storm damage assessments quickly to the CEPD Commissioners, state and federal agencies, and the public.
9. Coordinate with Lee County on the clean-up of large amounts of debris or fish kills on the beach or in water and mangroves around Captiva Island as required.
10. Providing Board meeting support by developing the agenda with the Board Chairperson and assisting the Chairman in facilitating the meeting and reporting/discussing strategic initiatives.
11. Managing the look and feel and content requirements of the CEPD Website, creating content or coordinating the creation of content for the website.
12. Performing special projects for CEPD Board Members or other personnel designated by the CEPD Board as prioritized by the Chairperson.
13. Performing public relations functions, such as educating and familiarizing the stakeholders with CEPD coastal resiliency projects.
14. Becoming involved with, and attending meetings of, other organizations that have a coastal management dimension to their purview, e.g. Florida Shore and Beach Preservation Association, Lee County Coastal Advisory Committee, Lee County Tourist Development Board, etc..
15. Maintaining working relationships and promoting CEPD goals and objectives with other governmental and non-governmental organizations
16. Developing and continuing to improve the quality of CEPD Board-approved standard operating procedures and schedules for performing CEPD Administration Functions
17. Reviewing the CEPD General Ledger and periodic financial reports produced by the CPA for completeness and accuracy.
18. Maintaining working relationships with CEPD's financial institutions, the CEPD Economist, the Lee County Tax Collectors, Property Appraisal Office, and Captiva Realtors.
19. Conduct periodic and immediate post-storm beach inspections, remaining familiar with the general beach conditions, and articulating beach storm damage assessments quickly to the CEPD Commissioners, state and federal agencies, and the public.
20. Provide Executive Management leadership to current and future CEPD Employees.

21. Work closely with the Board to develop a revised administrative employee structure for the long term function of the CEPD.
22. Work closely with the Board to recruit and hire, and train effective management within the Budget constraints of the operational payroll.
23. The Duties and Services of the Contractor, outlined herein may be delegated to other staff as the Contractor and the Board deems necessary.

## **B. Other Terms**

### **1. Indemnification by CEPD**

CEPD agrees to indemnify, hold harmless and defend the Contractor with regard to any claims or lawsuits brought against the CEPD and/or the Contractor regarding official business conducted by the Contractor under this contract for services with CEPD.

The CEPD further agrees to indemnify, defend, and hold harmless the Contractor, its affiliates, officers, employees, agents, and representatives (collectively, the "Indemnified Party") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with:

- (a) Any negligent or wrongful act or omission by the CEPD or its employees, agents, or subcontractors in connection with this Agreement;
- (b) Any breach by the CEPD of any representation, warranty, covenant, or obligation under this Agreement;
- (c) Any use or reliance by the CEPD or third parties on any deliverables or work product provided by the Consultant, except where such use is due to the Contractor's willful misconduct.

#### Notice and Defense of Claims

The Indemnified Party shall promptly notify the CEPD in writing of any claim for which they seek indemnification. The Contractor shall have the right to control the defense and settlement of such claim, provided that the CEPDs may participate in such defense at their own expense and that the CEPD shall not agree to any settlement that imposes any obligation or liability on the Indemnified Party without their prior written consent.

### **2. Termination of Services**

- a) CEPD and / or Contractor may terminate this agreement (Contract) at any time, with or without cause with written notice to the other party. CEPD's right to terminate this



agreement must be initiated by a majority of the Board of Commissioners upon which time the Board agrees to pay the remaining balance and of this Contract through its entirety to the Contactor within 21 days of such written notice.

- b) Contactor's right to terminate this agreement shall be in writing and require 30 days notice to the Board at which time any remaining balance owed for services shall be limited to be paid through the date of termination notice.

3. Contract Dates of Service

This Contract agreement shall be binding for a minimum period of 60 weeks commencing on the execution date of this Contract outlined herein. Any extension of services shall be at the sole discretion of the Board of Commissioners.

4. Fee for Services

For the management and consulting services performed as described herein Contractor will be paid a guaranteed flat fee \$3800 per week for a minimum of 60 weeks. Upon execution of this Contract agreement, CEPD agrees that it will appropriate the necessary funding from it's budget to service this fee requirement.

5. Expenses

CEPD agrees to reimburse Contractor for any and all expenses incurred by the contractor related to the terms of the Contract up a \$4000. per month. Any expense above \$4000. must be pre-approved by the Chairman or a majority of the Board.