



CEPD October 2021 Board Meeting

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Board Meeting Agenda

Date: Monday October 11th, 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/89544693507>

Webinar ID: 895 4469 3507

Telephone: +1 646 558 8656

1. Call to Order

2. Roll Call

3. Approval of Minutes

- A. September 13th, 2021 Board Meeting
- B. September 13th, 2021 Tentative Budget Meeting
- C. October 2nd, 2021 Final Trim Budget Meeting

4. Public Comments – Limit 3 minutes per person

5. Financial Reports

- A. September Financials

6. Old Business

- A. Carolyn Weaver- Former CEPD Contract Employee; Lawsuit in Small Claims Court
- B. Tourist Development Tax Funding Grant- Beach Park Maintenance
- C. Tourist Development Tax Funding Grant- Alison Hagerup Parking Lot Upgrades
- D. Beach Renourishment Update



7. New Business

- A. State Lobbyist Proposal
- B. SCCF- Coastal Resiliency Plan

8. Administrative Report

- A. Staffing Changes
- B. Strategic Planning
- C. DNS Port
- D. Dredge Boat Ride

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
 September Board Meeting
 Monday, September 13th, 2021
 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 3:07 pm on September 13th, 2021.

2. Roll Call

- Secretary Kaiser motioned to authorize Treasurer Pyle and Commissioner Mullins to appear remotely. Vice Chairman Silvia seconded the motion. Discussion was invited and a vote was held. The motion passed unanimously.
 - In favor: Chairman Miville, Vice Chairman Silvia, Secretary Kaiser, Treasurer Pyle, Commissioner Mullin
- The following persons were in attendance:
 - CEPD Commissioners:
 - Seat 1, Harry Kaiser, Secretary
 - Seat 2, René Miville, Chairman
 - Seat 3, Michael Mullins, Commissioner
 - Seat 4, John Silvia, Vice Chairman
 - 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
 - SCCF Staff:
 - Kelly Sloan, Coastal Wildlife Director

- Carrie Schuman, Coastal Resilience Manager
- Ryan Orgera, CEO

3. Approval of Minutes

- June 7th, 2021, and June 28th, 2021, Board Meeting
 - Secretary Kaiser motioned to dispense the reading of and to approve the minutes of the June 7th, 2021, and June 28th, 2021, Board meeting. Vice Chairman Silvia seconded the motion. Discussion was invited. A vote was held, and the motion passed unanimously.
 - In Favor: Vice Chairman Silvia, Secretary Kaiser, Treasurer Pyle, Commissioner Mullins, Chairman Miville.

4. Changes to the Agenda

- Executive Director Nelson requested we change the agenda due to the amount of people out of town and there are a lot of items that need to be gone through.
- First, that we table the Carloyn Weaver until the October meeting
- Second, Move Financial Reports to after new business
- Third, move SCCF update old business: the extension on the Aptim contract
- Fourth, move beach renourishment update to new business item c
- Fifth, move bank discussion with resolution after the tentative apportionment presentation.
- Commissioner Mullins made the motion to change the agenda per Director Nelson's request. Treasurer Pyle seconded the motion. The motion passed unanimously.

5. Public Comments – Limit 3 minutes per person

- Public comment was invited.
- John Riegert asked Richard Levinson if his comment was regarding the apportionment complaint and if so, could we discuss that during the tentative apportionment part of the meeting. Mr. Levinson agreed.
- No further public comments

6. Old Business

- Tentative Apportionment
 - John Riegart read the complaint letter aloud from homeowner at 16201 Captiva Drive about assessment and storm protection on his flag lot. Daniel Munt followed up with the Tennantite Apportionment presentation. This showed the benefits of the project to everyone, including homeowners. It went over the assessment as well as storm protection zones, and the property type category. Mr. Munt explained to Richard Levinson that the storm protection benefits received to this property were for more than just the loss of a house. It also included land loss, armor, and development backfill.
 - Vice Chairman Silvia asked if institutional properties were tax exempt and Daniel let him know he was not sure of the tax status.

- Daniel Munt concluded the presentation
- The board then opened the discussion for Mr. Levinson. He just expressed his same concerns addressed in the letter.
- Chairman Miville mentioned that since this was a tentative meeting, we have a year to go over it.
- Commissioner Mullins motions to approve Tentative Apportionment. Secretary Kaiser seconds that motion. Vote was held and passed 4 to 1
- In Favor: Vice Chairman Silvia, Secretary Kaiser, Treasurer Pyle, Chairman Miville
- Opposed: Commissioner Mullins
- Bank Loan
 - Commissioner Mullins makes a motion to accept Resolution 2021-19. Secretary Kaiser seconds that motion. A vote was held, and the motion passed unanimously.

7. New Business

- APTIM Construction Admin Services Proposal
 - Vice Chairman Silvia motions to approve APTIM contract. Commissioner Mullins seconds that motion. Vote was held and passed unanimously.
- Sand Volume Change Order
 - Commissioner Mullins motions for the change order to increase the sand to 925,000 cubic yards. Secretary Kaiser seconds that motion. Vote was held and passed unanimously.
- SCCF Updates
 - SCCF staff goes over their part in helping with relocating turtle nests. They also talk about how their end goal is to see why the Captiva hatch rate is lower.
 - Eagle monitoring was discussed if the project goes beyond October 1st, 2021.
 - Carrie Schuman went over coastal resiliency and how she will keep things updated between CEPD and other organizations.
- Sand Volume Change Order Amendment
 - Executive Director Nelson wanted to clarify that a “not to exceed” dollar amount was not given on the earlier motion on sand volume.
 - Commissioner Mullins asks the board to amend the previous motion on sand volume. He asks that they put a not to exceed amount of \$3.1 million. Chairman Miville seconds this motion. A vote was held and passed unanimously.
- Beach Nourishment Project Update
 - Daniel Munt went over projected dates for project, given that the equipment did not malfunction. It was mentioned that the booster was having issues but was currently working.
- Auditor Engagement Letter
 - Treasure Pyle made a motion to move forward with this year’s audit. Vice Chairman Silvia seconds that motion. A vote was held and passed unanimously.

8. Financial reports

- Budget Performance
 - Commissioner Mullins had to step away for a moment after verifying that there would be no more voting within the next few minutes.
 - Executive Director Nelson went over the parking lot revenue for the month of August which was close to \$70,000. We are on budget.
 - Treasure Pyle stated we need to get going on acquiring our grants
 - Jason Smith went over our General Fund which is \$638,000 with a net revenue of \$311,000. Our Capital Projects Fund is just under \$775,000 from parking lot revenue with a net income of \$506,000.

9. Administrative

- Executive Director Nelson wants to go over the agenda with the board members once a month on a one-on-one basis.
- Safety issues were also brought up. We need to let people know that they are not allowed in active construction sites.

10. Commissioner's Comments

- Secretary Kaiser mentioned how well the project is going and how nice the beach looks.

11. Adjournment

- Chairman Miville moves to adjourn the meeting. Secretary Kaiser seconds the motion. The meeting was adjourned.



Captiva Erosion Prevention District
 Tentative Budget Meeting
 Monday, September 13th, 2021
 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 Tentative Budget Meeting of the Captiva Erosion Prevention District (CEPD) at approximately 5:01 pm on September 13th, 2021.

2. Roll Call
 - Vice Chairman Silvia motioned to authorize Commissioner Mullins and Treasurer Pyle to appear remotely. Secretary Kaiser seconded the motion. Discussion was invited and a vote was held. The motion passed unanimously.
 - The following persons were in attendance:
 - CEPD Commissioners:
 - Seat 1, Harry Kaiser, Secretary
 - Seat 2, René Miville, Chairman
 - Seat 4, John Silvia, Vice Chairman
 - Seat 5, Richard Pyle, Treasurer
 - Seat 6, Michael Mullins, Commissioner
 - CEPD Staff:
 - Jennifer Nelson, Executive Director
 - Daniel Munt, Technical Policy Director
 - John Riegert, Administrative Director
 - Ralf Brookes, CEPD Attorney

3. Public Comments – Limit 3 minutes per person
 - Public comment was invited. There were no comments

4. Commissioners Discussion of Millage Rate
 - Millage rate is still 2.33%. There is a property rate increase, but the millage rate will stay the same.

5. Tentative Millage Rate Resolution

- Commissioner Mullins made a motion to accept the 2021-23 Resolution. Kaiser seconded that motion.
 - Commissioner Mullins wanted to discuss how under budget we were. Jason Smith said we have a \$311,000 surplus in the general fund. Commissioner Mullins doesn't want to approve due to several years of significant increases. He believes we have enough in the surplus already and didn't think an increase was fair to the taxpayers.
 - Executive Director Nelson just wanted to clarify that this was just to vote to keep the millage rate the same not an increase.
 - Commissioner Mullins said it was still a tax increase even if the millage rate stayed the same.
 - Treasurer Pyle believes this is reflective of what our revenues will be as well as future endeavors that the CEPD already has lined up.
 - Commissioner Mullins calls to vote on the adoption of resolution 2021-23. Motion was voted on and passed 4 to 1.
 - In favor: Chairman Miville, Vice Chairman Silvia, Secretary Kaiser, Treasurer Pyle
 - Opposed: Commissioner Mullins

6. Tentative Budget Resolution

- Chairman Miville read Tentative Budget Resolution 2021-24
 - Vice Chairman Silvia made a motion to accept the resolution. Chairman Miville seconded the motion.
 - Commissioner Mullins wanted to go with the rollback rate so we did not have to increase the budget since we already had a surplus.
 - Vice Chairman Silvia asked how long we had to decide since this was a tentative hearing. Commissioner Mullins let him know that under TRIM law we have a final hearing, and we can do a budget amendment if we need to later on. This is just by law the maximum we can charge the taxpayers
 - Vice Chairman Silvia made the motion to call the vote of Resolution 2021-24. The motion was voted and passed 4 to 1.
 - In Favor: Chairman Miville, Vice Chairman Silvia, Secretary Kaiser, Treasurer Pyle
 - Opposed: Commissioner Mullins

7. Commissioners Comments

- None

8. Adjournment

- Vice Chairman Silvia made a motion to adjourn the meeting. Chairman Miville seconded the motion. All present commissioners were in favor. The meeting was adjourned.

Captiva Erosion Prevention District
Final TRIM Budget Hearing
Saturday, October 2nd, 2021
Tween Waters Inn, Ding Darling Room
15951 Captiva Drive
Captiva, Florida 33924
Public Attendance via Zoom

1. Call to Order

- Vice Chairman Silvia called the meeting to order and called upon Executive Director Nelson who announced that Vice Chairman Silvia would lead the meeting due to the physical absence of Chairman Miville
- Vice Chairman Silvia called to order the Final TRIM Budget Hearing of the Captiva Erosion Prevention District (CEPD) at approximately 1:00 pm on October 2nd, 2021.

2. Roll Call

- 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.
- The following persons were in attendance:
 - CEPD Commissioners:
 - Seat 1, Harry Kaiser, Secretary
 - Seat 2, John Silvia, Vice Chairman
 - Seat 3, Richard Pyle, Treasurer
 - Seat 4, Michael Mullins, Commissioner
 - CEPD Staff:
 - Jennifer Nelson, Executive Director
 - Daniel Munt, Technical Policy Director
 - Lindsey Ford, Legislative Administrative Aide
 - Laura Pegler, Social Media Director

3. Public Comments – Limit 3 minutes per person

- Public comment was invited. There were no comments

4. Commissioners Discussion of Millage Rate

- Ad Valorem revenues increasing due to increase in property Value

5. Final Millage Rate Resolution

- Vice Chairman Silvia read the Final Millage Resolution 2021-25. He asked if we could put a 0 in front of any decimals in the future.
- Commissioner Mullins moved that the resolution be adopted. Secretary Kaiser seconded the motion. There was no discussion. The motion was voted on and passed unanimously with the commissioners that were present.

- In favor: Vice Chair Silvia, Secretary Kaiser, Treasurer Pyle, Commissioner Mullins
- Absent: Chairman Miville

6. Final Budget Resolution.

- Vice Chairman Silvia read Final Budget Resolution 2021-26.
- Treasurer Pyle made a motion to accept the Final Budget. Secretary Kaiser seconded that motion. The motion was voted on and passed unanimously with commissioners that were present.
 - In Favor: Vice Chairman Silvia, Secretary Kaiser, Treasurer Pyle, Commissioner Mullins
 - Absent: Chairman Miville

7. Commissioners Comments

- Commissioner Mullins stated that he had received calls from residents that were upset with what the TRIM was showing. The way it appeared to them was that we were trying to make an increase over 100% when it was only a 2-3% increase. We need to be more mindful of what we are sending into the property appraisers.
- Executive Director Nelson stated that there was an error with what was turned in for the TRIM to the property appraisers. We made statements with the correct numbers on the beach brief as well as our social media apologizing as well as stating corrections. We are also going to train at the state level for the TRIM.
- Commissioner Mullins noted that we should not be making errors that have been made in the past since we have a new staff.
- Commissioner Mullins reiterated that we did raise the tax levy since the property value has gone up even though the millage rate stays the same.
-

8. Adjournment

- Treasurer Pyle made a motion to adjourn the meeting. Commissioner Mullins seconded the motion. All present commissioners were in favor. The meeting was adjourned.

MEMORANDUM

It it's my understanding based on a telephone call from the deputy sheriff that a small claims action has been filed by Carol Weaver versus CEPD regarding this invoice in the small claims division of the Lee County Clark of Courts.

To my knowledge the small claims complaint has not yet been officially served upon the CEPD.

Please place this email and the attachments on the next available CEPD agenda for discussion.

Ralf Brookes Esq.

•

From: Michael Mullins <michael@mycepd.com>
Sent: Thursday, November 28, 2019 8:03 AM
To: Carolyn Weaver <carolyn@mycepd.com>
Cc: Joe Wagenti <joe@mycepd.com>
Subject: Re: Business consultant, 12/5 through Sunday 12/8

Yes. You are right we did talk about that. For Dec. I agree with the \$4K bi-weekly and Mon-Fri. We should try to talk on the phone tomorrow.

Happy Thanksgiving.

M

On Wed, Nov 27, 2019, 3:40 PM Carolyn Weaver <carolyn@mycepd.com> wrote:

A few weeks ago you talked about \$10,000 monthly for each of us. That would have been Monday through Friday 8-4. Add to that my travel time of 15 hours (3 hours round trip daily) and we're talking a minimum 55 hour week, excluding the weekend you are requesting.

Instead, you are now offering \$3,000 biweekly (which is \$6500 monthly) for 55 hours of if my time.

Seems to me that month to month, and the insecurity that goes with that, should be worth more than my current \$8583, not less, even with the title change. Especially since I will be training Joe in all the items I take care of that he has no knowledge how to do.

Is there room for negotiation?

Respectfully

Carolyn

EMAIL STRING – EXHIBIT A

Sent from my iPhone

On Nov 27, 2019, at 2:58 PM, Michael Mullins <michael@mycepd.com> wrote:

Yes, Mon-Fri. And, the specified weekend

M

On Wed, Nov 27, 2019, 2:42 PM Carolyn Weaver <carolyn@mycepd.com> wrote:

Mike,

I'd like a little clarity. I've been working four days from the office and one from home as needed. Is that still the arrangement? Or are you wanting me to come in Monday through Friday (and next weekend)?

Please confirm your expectations.

Respectfully,

Carolyn

From: Michael Mullins <michael@mycepd.com>
Sent: Wednesday, November 27, 2019 12:03 PM
To: Carolyn Weaver <carolyn@mycepd.com>

EMAIL STRING – EXHIBIT A

Cc: Joe Wagenti <joe@mycepd.com>

Subject: Re: Business consultant, 12/5 through Sunday 12/8

Carolyn,

I am happy to offer on behalf of CEPD a \$3K biweekly for Dec. commencing on the 1st of Dec. This is a month to month extension of the terms of your earlier agreement with HWA. The role will be that of Deputy Administrator.

Happy Thanksgiving.

Best,

Mike Mullins

On Tue, Nov 26, 2019, 12:33 PM Carolyn Weaver <carolyn@mycepd.com> wrote:

Mike,

I think a business consultant with relevant experience is a good idea. Having said that, I'll need a written statement regarding compensation for the month of December, which now includes a required weekend, before my current contract expires on midnight Saturday. Once that is received and approved, I will cancel the plans I had already made for next weekend and join you for the working weekend.

Are any of the other commissioners attending the weekend workshop? If so, the meeting needs to be noticed ASAP.

As discussed at our private meeting when you were last in town, I am off work until Monday to celebrate Thanksgiving with my family. I will be checking emails periodically.

Respectfully,

Carolyn Weaver

> On Nov 26, 2019, at 7:58 AM, Michael Mullins <michael@mycepd.com> wrote:

>

>

> Joe, Carolyn,

EMAIL STRING – EXHIBIT A

- >
 - > We're bringing in a business consultant with very relevant experience.
 - > Will all need to work the weekend of 12/7 & 12/8. This consultant is
 - > arriving Dec. 6, we will all work Fri.12/6, Sat. 12/7, and part of Sun.
 - > 12/8. Do not make plans for that weekend, we will be very busy at CEPD. I
 - > am expecting we will have much to report to the board on Mon.12/9.
 - >
 - > Mike Mullins
-

- o
 - o
 - o
 - o
-

Settings

Carolyn Weaver

carolyn@mycepd.com
(239) 472-2472
Edit contact

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered between Carolyn L. Weaver, 19621 N. Tamiami Trail, Lot 39, North Fort Myers, FL 33903, an independent contractor hereafter referred to as "Weaver", and Hans Wilson and Associates, Inc., 1938 Hill Avenue, Ft. Myers, FL 33901, a professional consulting firm, hereafter referred to as "HWA".

In consideration of the covenants and conditions hereinafter set forth, HWA and Weaver agree as follows:

1. SERVICES

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

1.1 Provide coastal management administrative services to the Captiva Erosion Prevention District ("CEPD"), including supervision of current accountant and office assistant, and

1.2 Provide supervisory services to personnel whose services are provided by, or through HWA, 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 Hans Wilson, President of Hans Wilson & Associates and shall provide a weekly written status report to the HWA.

3. TERM

This Agreement shall commence on November 10, 2018; expiring at 11:59PM on August 31, 2019 unless terminated elsewhere as set forth in this Agreement. WEAVER agrees to perform services for HWA on or before the expiration of the term set forth above. HWA may terminate this Agreement at any time upon the written request of the Captiva Erosion Prevention District to remove WEAVER from the CEPD engagement, upon 14 days written notice. HWA may terminate this Agreement at any time upon 60 days written notice, if HWA simultaneously provides 60 days written notice to CEPD of intent to cancel the HWA contract with CEPD. WEAVER may terminate this agreement at any time without cause upon 14 day's written notice to HWA at HWA's last address as provided to WEAVER.

4. FEES PAYABLE TO CONTRACTOR

HWA will pay WEAVER as follows:

- a) A yearly fee of \$100,000.20 of which \$3,846.16 shall be payable bi-weekly during the term of this Agreement; and
- b) Effective September 1, 2019 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 bi-weekly invoice. Invoices shall be paid by the HWA within 15 calendar days of receipt.

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. Work in excess of this amount will not be compensated unless Weaver receives prior approval from HWA. This contract is for a minimum of 1880 hours provided on an annual basis. Schedules during normal work periods will be coordinated with HWA so as not to interfere with the daily operations of the CEPD.

6. CONFIDENTIALITY AND OWNERSHIP

(a) WEAVER recognizes and acknowledges that HWA may possess-certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term "confidential information" includes all information and materials belonging to, used by, or in the possession of HWA relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by WEAVER, or (b) information that subsequently becomes public through no act or omission of WEAVER. WEAVER agrees that all of the confidential information is, and shall continue to be, the exclusive property of HWA, whether or not prepared in whole, or in part, by WEAVER and whether or not disclosed to, or entrusted to, WEAVER custody. WEAVER agrees that WEAVER shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of HWA. However, both parties understand and agree that all services provided hereunder directly to a governmental entity within the State of Florida are subject to disclosure under Florida law.

(b) To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or

other materials prepared by WEAVER in the performance of services under this Agreement include material subject to copyright protection, such materials have been specially commissioned by HWA and they shall be deemed "work for hire" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, WEAVER hereby irrevocably and exclusively assigns to HWA, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of WEAVER's rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, WEAVER hereby irrevocably and unconditionally waives all enforcement of such rights. WEAVER shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by WEAVER as part of stated services under this Agreement shall be owned by HWA. However, both parties understand and agree that all services provided hereunder directly to a governmental entity within the State of Florida are subject to disclosure under Florida law.

7. RETURN OF MATERIALS

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

8. 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 HWA 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 HWA.

7.2. HWA warrants that:

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

(b) HWA'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.

9. INDEMNITY

HWA 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 HWA.

10. RELATIONSHIP OF PARTIES

WEAVER is an independent CONTRACTOR of HWA. 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 HWA chooses to provide the services of additional and/or other personnel to the CEPD at any time for any reason, HWA will be solely responsible for such personnel's hiring, firing, performance and any and all other aspects of provision of such other services. HWA 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 HWA's provision of such additional and/or other personnel and/or HWA's request that WEAVER provide supervisory services related to such person or persons.

11. OTHER ACTIVITIES

WEAVER, and WEAVER's employees, agents, and SUBCONTRACTOR'S are free to engage in other independent contracting activities, provided that WEAVER does not engage in any such activities which, in WEAVER 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 Administrator's services thereunder.

12. 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 HWA, 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 HWA. *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 HWA.

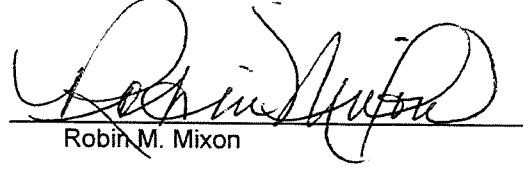
(f) Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for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

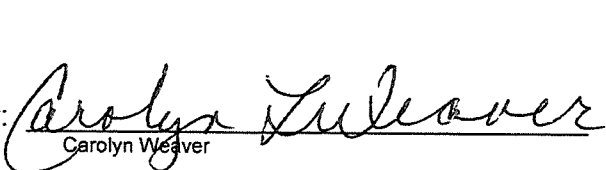
(g) Notices. Any notice, hereunder or pursuant to law shall be sufficient if in writing, sent by certified or registered mail, with postage prepaid, or fax WEAVER at the following address: 19621 N. Tamiami Trail, Lot 39, North Fort Myers, FL 33903, or to HWA at the following address: 1938 Hill Avenue, Fort Myers, Florida.

(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.

Hans Wilson & Associates, Inc.:

Carolyn Weaver.:

By: 
Robin M. Mixon

By: 
Carolyn Weaver

Title: VP, Hans Wilson & Associates

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

Date: December 12, 2018

Date: December 12, 2018

ATTACHMENT 1

ADMINISTRATOR: SCOPE OF SERVICES

The following Scope of Services constitutes the general responsibilities of the Administrator and may be modified from time to time by the Captiva Erosion Prevention District Board. The Administrator collaborates with other professionals hired by the District Board in the areas of law, engineering, economics, maintenance and finances. In some cases duties overlap. We have identified those areas of overlap in parentheses. The responsibilities listed are not all inclusive.

ADMINISTRATIVE

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.

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.

Represent Captiva interests on Lee County Advisory Councils including Coastal Advisory Council and Parks and Recreation Advisory Council. (Lobbying)

Represent Captiva interests during negotiating and execution of Interlocal Government Agreements and other CEPD agreements. (Lobbying/Projects)

Develop PowerPoints and provide presentations to the public on the work of the CEPD. (Marketing)

Meet with government officials on coastal and funding issues. (Grants/Projects)

Address the Lee County Legislative Delegation concerning coastal and funding issues. (Lobbying / Marketing)

Negotiate contracts with CEPD vendors and providers.

Supervise the day to day running of the CEPD offices, including staffing the CEPD office as necessary to discharge the obligations of the Consultant.

Supervise CEPD staff and vendors.

Collect, copy and respond to mail and telephone inquiries.(Compliance)

Maintain a safe, secure, clean and well equipped/supplied District office.

Respond to government and agency inquiries. (Marketing/Compliance)

Respond to citizen inquiries including public records requests. (Compliance)

Advertise and notify citizens, necessary authorities, and consultants of regular and special meetings.

Meet with Commissioners or citizens, when requested, to discuss any matter relative to the work of the Board. (Marketing)

Provide administrative assistance to CEPD Board members for CEPD business.

Provide support for CEPD elections.

Represent the Board at any meeting or seminar, as approved by the Board, and as generally required by administrative duties. (Marketing)

Notify Commissioners of any changes in meeting dates or items in the reading file in which they have a special interest or expertise.

Photocopy pertinent information, correspondence and news reports and distribute to Commissioners and counsel.

Coordinate requests for legal services or requests for legal opinions.(Compliance)

Supervise the production of a newsletter informing taxpayers and other interested parties of Board activities, and other activities related to coastal interests. (Marketing)

Supervise the production of Beach Briefs as appropriate to keep interested parties aware of CEPD activities. (Marketing)

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. (Marketing)

Manage and coordinate contents of website. (Marketing)

Manage Parking Lot facility (Alison Hagerup Beach Park), including meter collection, lot maintenance and machine maintenance.

Provide monthly records of parking lot usage and receipts. (Finance)

Perform monthly beach inspections.

Monitor beach conditions. Provide daily reports to MOTE Marine Lab.

Prepare, photograph and respond to pre and post storm beach conditions.

Maintain positive and productive relationships with government and agency officials. (Lobbying)

Respond to beach issues such as oil spills, dead fish, and red tide.

COMPLIANCE

See that all laws, ordinances, rules, regulations and policies of the District are faithfully executed, and comply with Florida law regarding ethics.

Administer the CEPD Florida Municipal Insurance Audit and policy renewals.

Administer the Directors and Officers Insurance Policy renewals.

Update the CEPD Florida Financial Disclosure Notification System.

Update the CEPD Florida Department of Economic Opportunity report.

Serve as District Records Manager to certify and comply with all State of Florida Records Management requirements.

Provide board member composition updates to the State of Florida and Lee County.

File Public Depositor Annual Report

Administer and manage all Federal, State, and Local Government grants and funds awarded to the District including reporting, record keeping, reimbursement requests, close outs and compliance requirements. (Grants)

Provide quarterly progress reports to Florida Department of Environmental Protection.

Organize and maintain District records and act as Custodian of Board records, including maintenance of offsite storage.

Insure compliance with credit card processing regulations.

Ensure sales tax reporting to the State of Florida.

Coordinate and process Hagerupp Beach Park Usage Applications. (Admin)

Post all state required information on the Board web site. (Admin)

Assist Board members with financial disclosure compliance.

Inform Commissioners and/or counsel promptly of any relevant information, correspondence, legislation or regulations affecting the Board.

FINANCES

Process accounts payable and receivable. (Admin)

Keep the CEPD Board fully advised of the financial conditions of the District and its future needs.

Annually prepare and submit a preliminary or proposed District budget and work with the CEPD Board and Accountant in its analysis and review of the proposed budget.

Annually complete applications and provide support for Tourist Development Council Beach and Shoreline Funding Requests.(Grants)

Be responsible for the administration of each annual budget upon its adoption by the CEPD Board.

Support outside audit of Annual Financial Statements. (Compliance)

Provide fund availability forecasting and proforma budgeting.

Provide a monthly fiscal report.

Act as liaison to Board auditor and Board accountant.

Facilitate the renourishment project loan/ bond process.

File requests for assistance to FEMA, ACOE, TDC and the State of Florida following significant storms. Pursue claims for financial assistance. (Grants)

Be responsible for the Truth in Millage (TRIM) process and meeting all the statutory requirements of the Florida Department of Revenue TRIM. (Tax)

Annually complete application and provide support for a State of Florida DEP Beach Funding Request. (Grants)

MEETINGS

Attend meetings and public hearings of the CEPD Board and ensure the attendance of administrative staff at meetings of the CEPD Board.

Prepare and submit to the CEPD Board weekly status reports and monthly “dashboard” status reports for Board meetings.

Prepare an agenda in liaison with Board Chairman, attend meetings, and keep records and minutes of proceedings.

Prepare and distribute to Commissioners Board packet of materials for all meetings.

Reserve a meeting room and provide meeting set up for all Board meetings and hearings.

Facilitate board meetings and hearings.

Develop a yearly calendar of all meetings

TAX

Respond to pay off requests and facilitate journal entries of pay offs.

Process advalorem tax.

Generate non-advalorem assessment roll.

Process special assessments.

Direct and administer District referendums.

PUBLIC AFFAIRS

Lobby law makers on behalf of beach funding and coastal issues. (Marketing)

Serve as a positive first point of contact and face of CEPD to the public.

Prepare and present a monthly update to the Captiva Community Panel.

Annually provide training to the San-Cap Board of Realtors.

Serve on Technical Advisory Committees to represent Captiva interests. (Admin)

PROJECTS

Plan and facilitate beach nourishment projects.

Facilitate contractor compliance with CEPD renourishment project permit specifications, design, conditions and requirements. (Compliance)

Work with Lee County officials and other governmental agencies in administration of CEPD projects and Board business.

Coordinate with engineering, economic, legal and financial consultants on erosion control projects, beach monitoring, and other research or special projects.

Coordinate with the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, Florida Fish and Wildlife and other governmental agencies, in renewing or obtaining permits. (Permits/Compliance)

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 HWA.

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 HWA. 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 HWA 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 HWA as an additional insured.

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

ADDENDUM #2 to INDEPENDENT CONTRACTOR AGREEMENT

An Independent Contractor Agreement was made by and between My Four Dogs Consulting, LLC (Contractor) and Hans Wilson and Associates, Inc., hereinafter referred to as 'original stated contract', dated December 12, 2018.

Whereas, the Contractor wishes to extend the terms of said Agreement for an additional term commencing upon the expiration of the original term and shall now expire on August 31, 2020. Contract amount for this new addendum will include the minimum 3% increase to \$103,000.04 to be invoiced biweekly at \$3,961.54.

Both parties reaffirm that no other terms or conditions of the above-mentioned original contract, including addendum #1, shall be changed as a result of this here stated Addendum #2.

Hans Wilson & Associates, Inc.

By:  _____

Title: VP, Hans Wilson & Associates, Inc.

Address: 1938 Hill Ave.

Fort Myers, FL 33901

Date: August 30, 2019

My Four Dogs Consulting, LLC

By:  _____

Title: Carolyn L. Weaver, Manager

Address: 19621N Tamiami Trail, Lot 39

North Fort Myers, FL 33903

Date: August 30, 2019

May 7th, 2020Mailed Certified May 7th, 2020

Carolyn Weaver/My Four Dogs Consulting LLC
 19621 N. Tamiami Trail, Lot 39
 North Fort Myers, FL 33903

Dear Carolyn Weaver/My Four Dogs Consulting LLC:

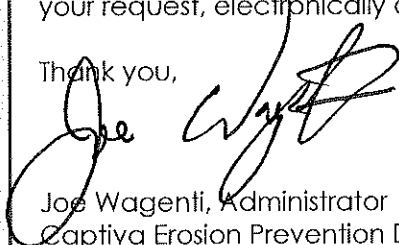
As Administrator of CEPD, and at your request, I have asked the CEPD Attorney to review the validity of the My Four Dogs Consulting LLC invoice dated May 4, 2020 for the dates of December 15, 2019 through December 31, 2019 who has based on the following opined that:

1. You were verbally informed on Thursday December 12, 2019 by Joe Wagenti that the services of Carolyn Weaver/My Four Dogs Consulting LLC were no longer required after that date of December 12, 2019.
2. December 12, 2019 was the last date that Carolyn Weaver/My Four Dogs Consulting LLC visited the CEPD offices or performed any services for CEPD.
3. All services Carolyn Weaver/My Four Dogs Consulting LLC performed for CEPD had concluded on December 12, 2019.
4. All services performed from December 1, 2019 through December 12, 2019 have already been invoiced and paid.
5. No services were performed by Carolyn Weaver/My Four Dogs Consulting LLC during the period of time invoiced from December 15, 2019 through December 31, 2019.
6. Carolyn Weaver/My Four Dogs Consulting LLC is not legally entitled to payment for any services that were not actually performed, including payment for services that were not performed from December 15, 2019 through December 31, 2019.

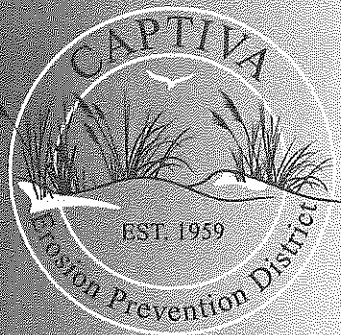
Because no services were performed by Carolyn Weaver/My Four Dogs Consulting LLC between the dates of December 15, 2019 through December 31, 2019, the invoice submitted for services occurring between the dates of December 15, 2019 through December 31, 2019 is declined and will not be paid.

In addition, all CEPD board meeting recordings have been sent to you per your request, electronically as of May 7, 2020.

Thank you,



Joe Wagenti, Administrator
 Captiva Erosion Prevention District
 1513 Andy Rosse Lane
 3rd Floor, Unit 4
 PO Box 365
 Captiva, FL 33924
 W 239.472.2472
 C 239.910.0272



Board of
 Commissioners

Michael Mullins
 Chairman

Bob Walter
 Vice Chairman

Harry Kaiser
 Secretary

Richard Pyle
 Treasurer

Michael Lanigan
 Commissioner

www.mycepd.com

239.472.2472

11513 Andy Rosse Lane
 3rd Floor, Unit 4
 PO Box 365
 Captiva, Florida
 33924

Carolyn L. Weaver
 19621 N. Tamiami Trail, Lot 39
 North Fort Myers, FL 33903
 (314) 477-9021

INVOICE DATE: APRIL 8, 2021

BILL TO	SHIP TO	INSTRUCTIONS
Captiva Erosion Prevention District PO Box 365 11513 Andy Rosse Ln, Unit 4 Captiva, FL 33924	Same as recipient	This invoice is for the required two-week notice, as per the previous agreement with HWA, referenced by then-Chairman Mullins in our email offer. See attached supporting documentation.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
12/12/2019- 12/31/2019	FINAL Invoice for remainder of 2019	4,000.00	4,000.00
		SUBTOTAL	4,000.00
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE BY DATE	Immediately upon receipt



September 23, 2021

CAPTIVA EROSION PREVENTION DISTRICT

Ms. Jennifer Nelson
11513 Andy Rosse Ln. Unit #4
Captiva, FL 33924

Dear Ms. Nelson:

Enclosed please find the "Agreement for Tourist Development Tax Funding" documents for the following projects approved for funding in Lee County's fiscal year 2021-2022:

<u>Project No.</u>	<u>Project Name</u>	<u>Amount</u>
401911	Beach Park Maintenance	\$ 127,500.00
400963	Alison Hagerup Parking Lot Upgrades	\$ 231,000.00

Two (2) original agreements of each project 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 for each project with contract will be returned for your files.

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

Sincerely,

Nancy MacPhee
Program Manager

Enclosures

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
CAPTIVA EROSION PREVENTION DISTRICT
FOR
ALISON HAGERUP PARKING LOT UPGRADES (400963)**

THIS GRANT AGREEMENT is entered into 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, the **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, the **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: ALISON HAGERUP PARKING LOT UPGRADES

NUMBER: 400963

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. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.

1.2 The parties acknowledge that the Project is for *Alison Hagerup Parking lot improvements*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Two hundred thirty one thousand dollars (\$231,000.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Two hundred thirty one thousand dollars (\$231,000.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Two hundred thirty one thousand dollars (\$231,000.00).
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **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.
- 3.6 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 Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of

notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the **COUNTY'S** final determination. The **RECIPIENT'S** continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the **RECIPIENT** concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 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, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time 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. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **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.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 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**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** 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 completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. 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.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

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.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 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.
- 15.2 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 agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds 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.
- 15.3 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.

16. CONTACT INFORMATION

COUNTY

Lee County Board of County Commissioners
 Director, Visitor and Convention Bureau
 2201 Second Street, Suite 600
 Fort Myers, FL 33901

RECIPIENT

*CAPTIVA EROSION PREVENTION DISTRICT, Administrator
 11513 Andy Rosse Lane, Unit 4
 Captiva, FL 33924*

The Parties' respective contact and notice 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: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

CAPTIVA EROSION PREVENTION DISTRICT

BY: _____
ADMINISTRATOR

BY: _____
TREASURER

15 - Alison Hagerup Beach Parking Lot Upgrades

Beach & Shoreline Funding Request 2021-22

Captive Erosion Prevention District

Jennifer Nelson
PO 365
11513 Andy Rosse Lane, Unit 4
Captive, FL 33924

mycepd@mycepd.com
O: 2394722472
M: 2398260556

Jennifer Nelson

PO Box 365
Captive, Florida 33924

jnelson@mycepd.com
O: 239472.2472
M: 2398260556

Application Form

Project Name

Project Name*

me of Project

15 - Alison Hagerup Beach Parking Lot Upgrades

Project Summary

Project Summary*

One or two sentence summary of the request.

The Alison Hagerup Park capital improvement project includes a concrete pad for porta potties and parking spots providing ADA access that will double our ADA parking spaces, paving the remainder of the lot with a sustainable/permeable foundation which will eliminate future maintenance costs for lot grading, striping the parking lot, and eliminating the need for parking blocks reducing our liability risk for injury to the public. This will also include the design plan and permitting for future permanent restroom/ shower structure options including installation of water and electricity from island water association and LCEC.

Previous engineering was done for the installation of the bathroom trailer which was sold in January 2021. Engineering and Design plans will be updated to include the excavation and paving of the parking lot to improve the drainage and safety for our visitors.

FY 21-22 Funding Request*

Enter amount requested.

\$680,000.00

Project Type*

Capital

If Other

Please describe how the project is eligible based on FS Statute 125.0104

To provide public access and a safe and welcoming experience.

Project Priority*

Agencies with more than one request must prioritize their requests.

#2

Funding Request

If this project is a maintenance request or capital request that will be phased over more than one fiscal year, identify the anticipated future request(s) for TDC funding by fiscal year below:

Please note: Future funding is subject to TDC/BOCC approval in the appropriate cycle.

FY 22-23

\$680,000.00

FY 23-24**Previous TDC Funding***

If this project has received previous TDC funding, list the fiscal year(s) and amount allocated. If not applicable, please write N/A.

20-21 For the Luxury lavatory and design plan that was refunded to the TDC in the amount of \$57,274.65.

Other Funding Sources**Other Funds***

If other sources of funding are being requested for the construction and/or maintenance of this project, please indicate.

No

Has other funding already been approved?

Yes

If yes, list the source(s) and approved amount(s)

Previous design plan and the luxury lavatory that was just refunded from the CEPD back to the TDC.

If no,

If other funding has been applied for, but not yet approved, list the amount you have requested, the agency you requested funding from and the anticipated approval date:

Request Narrative

Project Description*

Briefly describe your project.

The Alison Hagerup Park is comprised of a shell base and is subject to many potholes due to traffic and weather conditions. The capital improvement project is to install roughly 10,000-15,000 sq. ft. of permeable paver bricks in addition to the concrete pad to increase ADA accessibility.. This will also include the design plan and permitting for future permanent restroom/ shower structure options including installation of water and electricity from island water association and LCEC.

Overall Context

If this request is part of a larger project, describe the larger project and how this component is integrated

Relationship to Beach/Shoreline*

Include a detailed description of how this project relates to **the repair, protection or enhancement of the beach/shoreline**; if this is a shoreline protection project, attach your agency's shoreline protection plan.

The Alison Hagerup parking lot serves as the northern most public entrance to Captiva beach. These improvements will complement our current beach erosion project happening this summer of 2021.

Impact on Tourism*

Elaborate on the benefits this project will have on the visitor experience and/or positive impact on the tourism economy.

Please note: You may also upload supporting documents below. If you have multiple documents combine into one file before uploading.

Visitor Activities 2020.pdf

Given our number one attraction for tourists in Lee County is its beaches, Captiva Island is widely recognized

and consistently ranked over the past 10 years as one of the nation's top destinations for beach combing, shelling, kayaking and bird watching. It is also admired as the County's most natural beach. The project enhances the safety, convenience, and beauty of the visitors' beach experience.

Project Design/Timeline*

Include estimates for design, permitting and construction as well as project timeline.

Please note: You may also upload supporting documents below. If you have multiple documents combine into one file before uploading.

ALISON HAGERUP (19-12) 3.27.2020 (1).pdf

Estimate for altering the attached engineering plan is \$15,000. We would begin the project after the completion of the northern reach of our erosion project given equipment will need to be stored in the parking lot while dredging is happening after September 2021. We would be set to begin parking lot renovations October 2021.

Proposal.pdf

Budget Information

Budget for the Project*

UPLOAD INSTRUCTIONS

1. Click on the link to download the budget form to your computer.
2. Save the worksheet to your computer.
3. All requestors are required to complete this budget form.
4. Upload in the file upload area below.

TDC AH Parking Lot Ren 2021.xls

Supporting Documentation for Budget Narrative

For Maintenance projects that fund more than one facility, please include a budget breakdown by facility.

Budget Detail Form and/or Budget Narrative

Note: Maintenance projects are required to provide detail on each budget line by using the Detail Budget Breakdown form.

1. Click on the link to download the Detail Budget Breakdown to your computer.
2. Complete the worksheet by listing anticipated expenses in each category.
3. Save the worksheet to your computer.
4. Upload in the file upload area below.

Note: Capital projects must provide the following Budget Narrative:

1. A description of who will operate and maintain the facility.

2. The anticipated first full year of operating and maintenance costs.
3. The funding source for these expenses.

CEPD staff and vendors will operate and maintain the park. The estimated annual cost of operating and maintenance is \$125,000. CEPD will support these costs from our capital fund and reimbursable by TDC.

Maps

Location of site*

UPLOAD INSTRUCTIONS:

1. Click on the link to download the Lee County Map to your computer.
2. Print the map.
3. Circle the site location.
4. Scan and upload map.

Alison Hagerup Parking Lot.pdf

Site map

For Capital projects: Submit a site map indicating the project's location and relationship to the beach/shoreline.

[Unanswered]

Signature

Signature*

Enter your full name and title

Jennifer I. Nelson, Executive Director

Confirmation*

By entering your signature information above and clicking "I Agree" below, you certify that the statements contained in this application are true and correct to the best of your knowledge and belief.

I Agree.

Application Deadline: Feb. 25

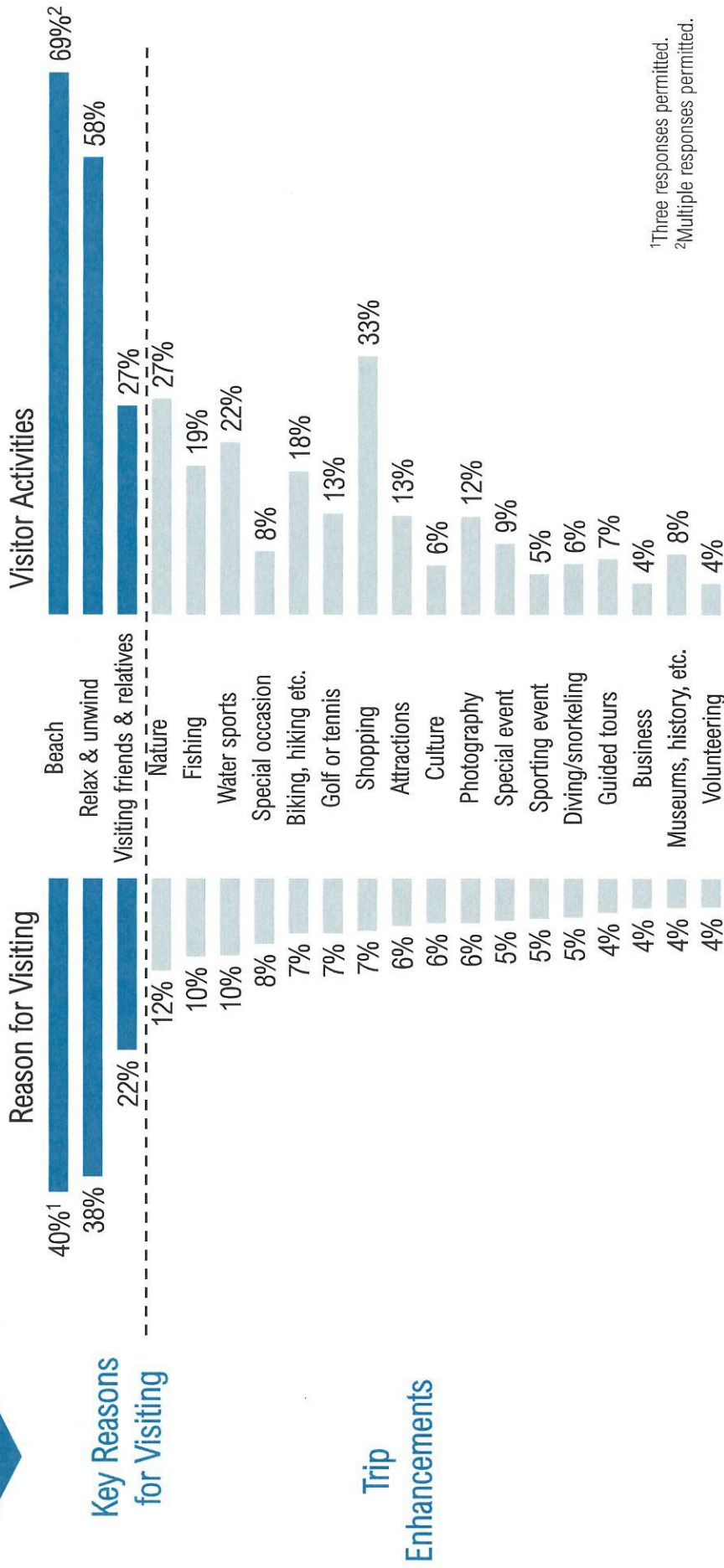
Click SAVE to retain in draft form for future editing - OR - Click Submit if request is complete.

File Attachment Summary

Applicant File Uploads

- Visitor Activities 2020.pdf
- ALISON HAGERUP (19-12) 3.27.2020 (1).pdf
- Proposal.pdf
- TDC AH Parking Lot Ren 2021.xls
- Alison Hagerup Parking Lot.pdf

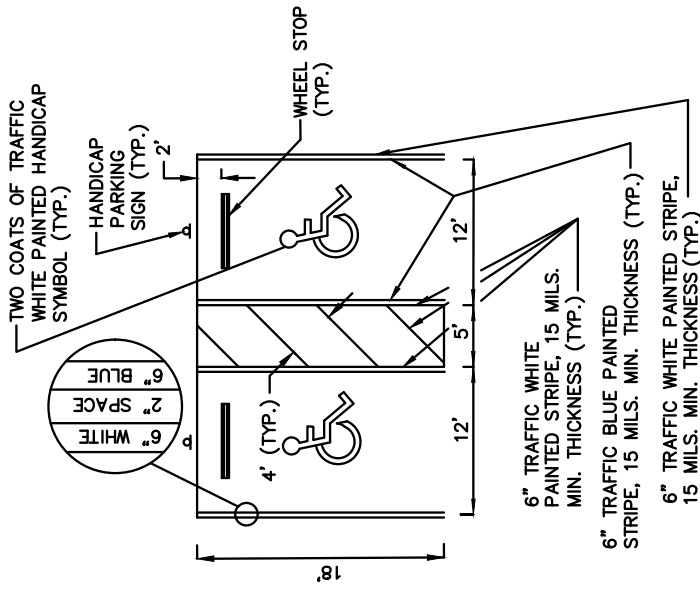
REASON FOR VISITING VS. VISITOR ACTIVITIES



¹Three responses permitted.
²Multiple responses permitted.

ALLIANCE
PARKING

SECTION

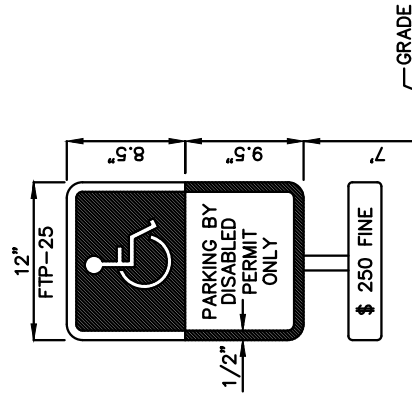


TYPICAL PARKING SPACE DETAIL

N.T.S.

NOTE:

ALL STRIPING IN PAVER AREAS IS TO BE CONSTRUCTED WITH DIFFERENT COLOR BRICK PAVERS.



NOTES:

ALL LETTERS ARE 1" SERIES "C".

TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND & BORDER.

BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND & BORDER.

TYPICAL HANDICAP SIGN

N.T.S.

IMPORTANT CONTRACTOR AS-BUILT NOTE:



5' S

55

6.84'
+

RELOCATED
BIKE RACK

RELOCATE
BIKE RACK

o

7.36' +

(REMOVED)



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING



AUTHORIZATION FOR PROFESSIONAL SERVICES

Client Name: Captiva Erosion Prevention District Date: February 17, 2021

Individual Corporation (State Inc.) Partnership Other Municipality

Project Contact: Ms. Jennifer Nelson Executive Director Project Location: Captiva Drive Captiva, FL 33924

Street Address: 11513 Andy Rosse Lane, #4 Captiva, FL 33924 Mailing Address: _____ (If different)

Telephone/Fax: (239) 472-2472 E-mail Address: jnelson@mycepd.com

- Description of Services:
1. Update previously prepared Civil Engineering Plans to reflect a permanent structure with the appropriate ramp.
 2. Permitting with Lee County for Limited Review Development Order.
 3. Permitting with Florida Department of Environmental Protection for Construction Seaward of the Coastal Construction Control Line.
 4. Design of a Sewer Service with a Lift Station or a Septic System and permitting with the regulatory agency.

Lump Sum \$15,000.00
 Estimate (T&M) _____

A retainer in the amount of \$ 0 is required prior to initiating the scope of services. The retainer amount will be credited to the final invoice.

Your authorization will signify your acceptance of the previously provided Terms and Conditions.

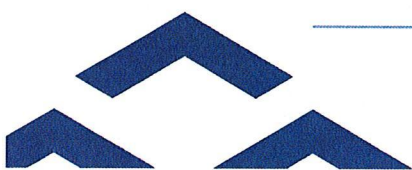
Client's Authorization to Proceed:

Signature: _____

Printed Name: _____

Title: _____

Date: _____ Haley Ward Contact: Ahmad R. Kareh, P.E.
Senior Vice President & Regional Mgr.



BUDGET BREAKDOWN

Project Name:

Alison Hagerup Park Improvement Project

	TDC Request	Agency Match	Total
Personnel			
In-house Labor			\$0.00
Contract Labor			\$0.00
Contracted Services			
Janitorial Services			\$0.00
Landscape Maintenance	\$18,000.00		\$18,000.00
Travel			
Bridge Tickets & Passes (Transponders)			\$0.00
Communications			
Cellular Phones/Pagers			\$0.00
Radios			\$0.00
Repairs & Maintenance			
Building Maintenance			\$0.00
Maintenance Materials			\$0.00
Vehicle Maintenance			\$0.00
Equipment Maintenance			\$0.00
Equipment Repair Parts			\$0.00
Other Charges & Obligations			
Indirect Cost			\$0.00
Operating Supplies			
Fuel & Lubricants			\$0.00
Uniforms			\$0.00
Janitorial Supplies			\$0.00
Maintenance Supplies			\$0.00
Signage			\$0.00
Utilities			
Electric			\$0.00
Water & Sewer			\$0.00
Solid Waste Removal			\$0.00
Insurance			
Insurance Premiums			\$0.00
Equipment			
Equipment			\$0.00
Vehicles			\$0.00
Construction - Capitol Projects Only			
Architect & Engineering Services	\$25,000.00		\$25,000.00
Permits	\$7,000.00		\$7,000.00
Site Preparation	\$30,000.00		\$30,000.00
Construction	\$500,000.00		\$500,000.00
Contingency	\$100,000.00		\$100,000.00
TOTAL	\$680,000.00	\$0.00	\$680,000.00

Notes: 1. Buildings must be open to the public in order to be eligible for funding.

2. Personnel/Equipment must be 100% assigned to the project in order to be 100% eligible for funding.

Alison Hagerup Parking Lot

Alison Hagerup Parking Lot



200ft

Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems | Esri Community Maps Contributors, University of South Florida, County of Lee, FL, FDEP, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

[EXTERNAL] Re: Request for clarification

John Riegert <john@mycepd.com>

Fri 3/12/2021 4:38 PM

To: Macphee, Nancy <NMacphee@leegov.com>;

Cc: Jennifer Nelson <jnelson@mycepd.com>;

 2 attachments

image003.jpg; Estimate 1.pdf.pdf;

Good afternoon!

Apologies for the delay. Attached is a bid sent to us from Accurate Pavers detailing the job and cost at \$198,950. Our engineering firm quoted us \$15,000 for the plans and is included in the grant application packet. There is currently no set timeline or phasing for the project. We are waiting for the conclusion of the 2021 Captiva Beach Renourishment as they will be staging heaving equipment at the Alison Hagerup Beach Park during that time.

Thank you so much!

On Wed, Mar 10, 2021, 10:50 AM Macphee, Nancy <NMacphee@leegov.com> wrote:

Good morning-

During review of projects, clarification has been requested on the attached project. This will provide the information necessary to allow the county attorney to make a determination.

-Please provide a construction cost estimate and project timeline including details and phasing for both if applicable.

IF we can receive this by the end of the week, it will allow us to forward the determination spreadsheet on to the next group of reviewers.

Let me know if you have any questions or concerns.

THANKS!

NANCY MACPHEE

Manager, Product Development



Accurate Pavers
3630 Bonita Beach Rd
Bonita Springs, FL 34134
Phone: 239-405-8255
Fax: 239-405-8260

Company Representative
Mark Melchiorre
Phone: (239) 777-2518
mark@accuratepavers.net

Captiva Erosion Prevention
14790 Captiva Drive
Captiva, FL 33924 (239) 691-6941

Job: Captiva Erosion Prevention

Captiva Permeable Parking Project

Parking Lot installation of approximately 13,080 SF including waste of PERMABLE PAVERS.

Installation to include:

- Removal and disposal of existing gravel/dirt parking area.
- Area will be cut 13" from finish grade throughout.
- Supply & spread 8" of 57 stone wrapped completely with geo-textile filter fabric
- Supply & spread 2" of 89 stone throughout.
- Supply & install 3-1/8" pavers throughout in standard base colors & patterns.
- Pavers installed on a pitch for drainage.
- Create concealed concrete restraints on all outside borders.
- Fill all joints with crushed granite dust to allow drainage throughout brush in, final compact, & final rinse. .
- Create concealed concrete restraints on all outside borders.
- Pour concrete for trash bins, parking pass station, and 4 handicap spots and have all lined and marked to meet ADA standards.

Note:
Proposal based off site visit and once engineered details are provided we can make appropriate changes needed,
Accurate Pavers includes a "Limited lifetime" warranty on labor and workmanship.
Florida no-cuts will mark out all utilities prior to commencement.
Not responsible for moving or repairing irrigation.

\$198,960.00

TOTAL \$198,960.00

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

CEPD Clarification for CAC- March 31, 2021

Macphee, Nancy

Fri 3/26/2021 1:28 PM

Sent Items

Show all 4 recipients

To:

dmunt@mycepd.com;

Cc:

jnelson@mycepd.com;

John Riegert <john@mycepd.com>;

1 attachment

Hi Daniel,

Steve Boutelle sent draft notes from meeting to CAC members earlier this week. (It would've gone to Jennifer)

Attached is the determination spreadsheet. **The CAC suggested clarifying the CEPD requests with the following:**

- **#6 Captiva Beach Park Maintenance:** The project request and budget look to be related only to maintenance of the parking lot. Do you expect to incur expenses related to maintenance of the beach? Be sure they are included so if approved, can be reimbursed. Showing the organizations investment always makes for a strong application. We suggest showing a match on the budget form.
- **#15 AHparking lot upgrades:** They have questions about the ability to permit the project. The budget request isn't backed up with sufficient quotes and the timeline clarification provided is vague. Will the pavers go in before the renourshment project or after? And once installed, will the ability remain for construction equipment access for future beach projects?

If you'd like to provide anything further for clarification, I will need it by Tuesday as I will then release the projects and associated backup to the TDC so they can begin their review. If the TDC still has questions, there may also be an opportunity to respond with clarification at the TDC workshop on April 22.

Copying John, as he was very helpful providing clarification for #15 during staff review. You will see I added those documents to your request in the online portal (capital projects) here: <https://www.leevcb.com/funding-programs/beach-and-shoreline/funding-request-information>

Let me know if you have any questions. Have a great weekend!

Nancy MacPhee

Product Development Manager

CEPD Clarification for CAC- March 31, 2021

John Riegert <john@mycepd.com>

Tue 3/30/2021 5:07 PM

Inbox

To:

Macphee, Nancy;

Daniel Munt <dmunt@mycepd.com>;

Jennifer Nelson <jnelson@mycepd.com>;

You replied on 3/31/2021 1:58 PM.

1 attachment

Good afternoon Nancy!

For the beach park maintenance,

Most of the expenses incurred related to the maintenance of the beach is going to be taken care of during our Beach Nourishment Project which is currently out for bid and the timeline will be decided by the contractors in an effort to save on mobilization costs. Is there anything that would normally be suggested here during a beach nourishment project? Always open for suggestions!

For the Parking Lot Upgrades,

We are very aware of the concerns about the ability to permit the project. We have Daniel Munt, our Technical Policy Director, working closely with the County and DOT to find solutions to this issue. I have attached an estimated timeline for this project based on the Nourishment Project starting in July and ending in November (this is estimated and subject to change due to our Nourishment Project schedule being decided in the bidding process). Pavers and upgrades will be done after the Nourishment Project so we aren't staging heavy equipment on new construction. The ability for construction equipment to have access for future beach projects will not be impeded, the installation is being delayed until after the project to ensure the longevity of the upgrades.

Hopefully this answers everything for you but if you do need further clarification please feel free to reach out and thank you for all of your assistance!

Parking Lot Timeline

Dates are estimated and subject to change based on bid decision for Captiva Beach Nourishment Project

1-Jul-21	Begin Captiva Beach Nourishment Project
1-Aug-21	Compile necessary documents for the upgrade project at Alison Hagerup Beach Park
15-Aug-21	Work with County and DOT for guidance on steps moving forward
1-Sep-21	Acquire new easements or affidavit needed for upgrade project to move forward
1-Nov-21	Completion of Captiva Beach Nourishment Project
	At this point, parking lot will be cleared of heavy equipment and ready for upgrades
5-Nov-21	Begin Engineering Plan for Alison Hagerup Beach Park upgrades

CEPD Clarification for CAC- March 31, 2021

	Plan may include permeable lot, pavers, restroom, and electronic gate
20-Nov-21	Send Engineering plan out for permitting with proper agencies
20-Dec-21	Upon approval of project, lot will be closed to begin upgrades and excavation to provide a permeable surface and water retention area
15-Jan-21	Installation of electric and water utilities
20-Jan-21	Excavation complete and installation of pavers, gate, and concrete ADA parking spaces to begin
15-Feb-21	Project completion and reopening of parking lot for public use

**TOURIST DEVELOPMENT TAX GRANT FUNDING AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
CAPTIVA EROSION PREVENTION DISTRICT
FOR
BEACH PARK MAINTENANCE (401911)**

THIS GRANT AGREEMENT is entered into 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, the **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, the **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 Park 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. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Project Request (attached). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or designee may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.

1.2 The parties acknowledge that the Project is for *maintenance of the beach on Captiva*.

2. CONTRACT PERIOD

This Agreement is effective as of October 1, 2021 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2022 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be One hundred twenty seven thousand five hundred dollars (\$127,500.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed One hundred

twenty seven thousand five hundred dollars and no cents (\$127,500.00) during the **COUNTY'S** fiscal year 2021/2022.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** for the **COUNTY'S** share of allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** within forty-five (45) days after completion of the Project. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the Clerk shall be provided. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed One hundred twenty seven thousand five hundred dollars. (\$127,500.00)
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.
- 3.5 **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.
- 3.6 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 Board of County Commissioners.
- 3.7 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable under accordance with the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10)

days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the COUNTY'S final determination. The RECIPIENT'S continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the RECIPIENT concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 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, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.

5.4 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable time 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. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.

7.2 **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.

7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and

costs and attorneys' fees and cost on appeal, arising from the project.

- 8.2 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**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

9. TERMINATION

- 9.1 The **COUNTY**, by written notice to **RECIPIENT** 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 completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. 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.

- 9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

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.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all of the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 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.
- 15.2 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 agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds 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.
- 15.3 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.

16. CONTACT INFORMATION

COUNTY

Lee County Board of County Commissioners
 Director, Visitor and Convention Bureau
 2201 Second Street, Suite 600
 Fort Myers, FL 33901

RECIPIENT

*CAPTIVA EROSION PREVENTION DISTRICT, Administrator
 11513 Andy Rosse Lane, Unit 4
 Captiva, FL 33924*

The Parties' respective contact and notice 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: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:

CAPTIVA EROSION PREVENTION DISTRICT

BY: _____
ADMINISTRATOR

BY: _____
TREASURER

6 - Captiva Beach Park Maintenance

Beach & Shoreline Funding Request 2021-22

Captiva Erosion Prevention District

Jennifer Nelson
PO 365
11513 Andy Rosse Lane, Unit 4
Captiva, FL 33924

mycepd@mycepd.com
O: 2394722472
M: 2398260556
F: 2394720037

Jennifer Nelson

PO Box 365
Captiva, Florida 33924

jnelson@mycepd.com
O: 239472.2472
M: 2398260556

Application Form

Project Name

Project Name*

Name of Project

6 - Captiva Beach Park Maintenance

Project Summary

Project Summary*

One or two sentence summary of the request.

The regular maintenance and upkeep of the parking lot at Alison Hagerup Beach Park is ongoing and necessary to provide a clean and safe environment for the public.

FY 21-22 Funding Request*

Enter amount requested.

\$127,500.00

Project Type*

Maintenance

If Other

Please describe how the project is eligible based on FS Statute 125.0104

To provide a clean and safe environment for the public.

Project Priority*

Agencies with more than one request must prioritize their requests.

#1

Funding Request

If this project is a maintenance request or capital request that will be phased over more than one fiscal year, identify the anticipated future request(s) for TDC funding by fiscal year below:

Please note: Future funding is subject to TDC/BOCC approval in the appropriate cycle.

FY 22-23

[Unanswered]

FY 23-24

[Unanswered]

Previous TDC Funding*

If this project has received previous TDC funding, list the fiscal year(s) and amount allocated. If not applicable, please write N/A.

2020-2021, project number 401911, \$72,800.00, this grant was cut from its initial amount due to COVID. Already over budget on Q1 request.

Other Funding Sources

Other Funds*

If other sources of funding are being requested for the construction and/or maintenance of this project, please indicate.

No

Has other funding already been approved?

No

If yes, list the source(s) and approved amount(s)

[Unanswered]

If no,

If other funding has been applied for, but not yet approved, list the amount you have requested, the agency you requested funding from and the anticipated approval date:

Request Narrative

Project Description*

Briefly describe your project.

The Alison Hagerup Beach Park provides roughly 40 parking spots for public access on the Northern end of Captiva Island. The regular maintenance is to provide clean and safe facilities for the public benefit and to provide ADA access. With regular complaints and failures from Allied Portables, we have had to expand the budget for waste removal to ensure that proper services and a clean environment are being provided on a daily basis. The next lowest bid on service was nearly 7x higher than our former, drastically increasing our needs. Vehicle maintenance is regularly required on our John Deere Gator 4x4 as it is used on the beach to remove debris.

Overall Context

If this request is part of a larger project, describe the larger project and how this component is integrated

[Unanswered]

Relationship to Beach/Shoreline*

Include a detailed description of how this project relates to **the repair, protection or enhancement of the beach/shoreline**; if this is a shoreline protection project, attach your agency's shoreline protection plan.

The Alison Hagerup Beach Park provides public access to the Captiva Island beaches.

Impact on Tourism*

Elaborate on the benefits this project will have on the visitor experience and/or positive impact on the tourism economy.

Please note: You may also upload supporting documents below. If you have multiple documents combine into one file before uploading.

Visitor Activities 2020.pdf

Tourism is the number one economic driver for the state of Florida while our beaches are our number one tourist attraction in Lee County. Tourist experiences while visiting are important, poor experiences may result in guests not returning.

Project Design/Timeline*

Include estimates for design, permitting and construction as well as project timeline.

Please note: You may also upload supporting documents below. If you have multiple documents combine into one file before uploading.

This request is to provide funding for ongoing maintenance during FY 21-22.

Budget Information

Budget for the Project*

UPLOAD INSTRUCTIONS

1. Click on the link to download the budget form to your computer.
2. Save the worksheet to your computer.
3. All requestors are required to complete this budget form.
4. Upload in the file upload area below.

beach-shoreline-budget-form_CEPDMaintenance.xls

Supporting Documentation for Budget Narrative

For Maintenance projects that fund more than one facility, please include a budget breakdown by facility.

[Unanswered]

Budget Detail Form and/or Budget Narrative

Note: Maintenance projects are required to provide detail on each budget line by using the Detail Budget Breakdown form.

1. Click on the link to download the Detail Budget Breakdown to your computer.
2. Complete the worksheet by listing anticipated expenses in each category.
3. Save the worksheet to your computer.
4. Upload in the file upload area below.

Note: Capital projects must provide the following Budget Narrative:

1. A description of who will operate and maintain the facility.
2. The anticipated first full year of operating and maintenance costs.
3. The funding source for these expenses.

beach-shoreline-maintenance-request-detail-budget-breakdown-formCEPDMaintenance.xlsx

Maps

Location of site*

UPLOAD INSTRUCTIONS:

1. Click on the link to download the Lee County Map to your computer.
2. Print the map.
3. Circle the site location.
4. Scan and upload map.

Alison Hagerup Parking Lot.pdf

Site map

For Capital projects: Submit a site map indicating the project's location and relationship to the beach/shoreline.

Signature

Signature*

Enter your full name and title

John Riegert, Administrative Director

Confirmation*

By entering your signature information above and clicking "I Agree" below, you certify that the statements contained in this application are true and correct to the best of your knowledge and belief.

I Agree.

Application Deadline: Feb. 25

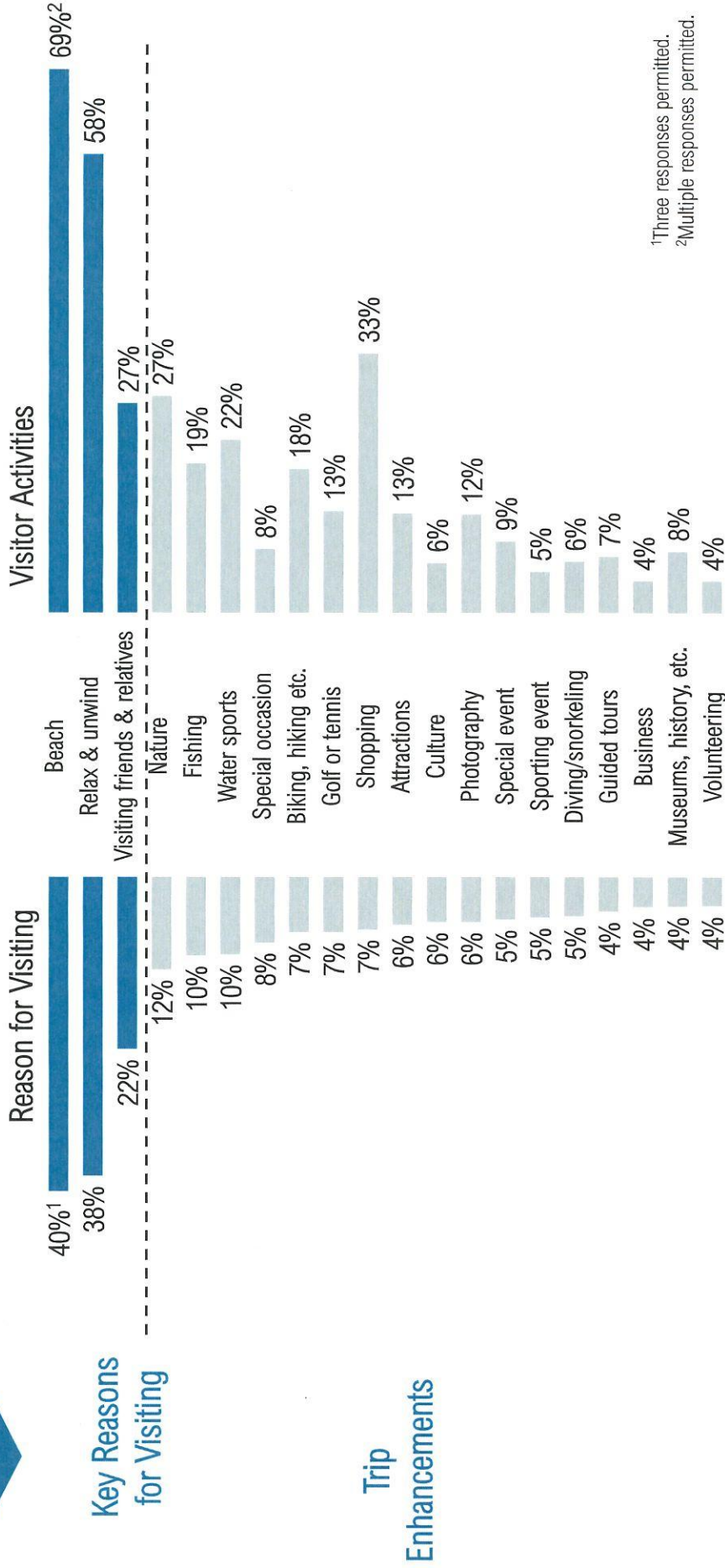
Click SAVE to retain in draft form for future editing - OR - Click Submit if request is complete.

File Attachment Summary

Applicant File Uploads

- Visitor Activities 2020.pdf
- beach-shoreline-budget-form_CEPDMaintenance.xls
- beach-shoreline-maintenance-request-detail-budget-breakdown-formCEPDMaintenance.xlsx
- Alison Hagerup Parking Lot.pdf

REASON FOR VISITING VS. VISITOR ACTIVITIES



¹Three responses permitted.
²Multiple responses permitted.



Travel Party Profile
 Oct - Dec 2020



BUDGET BREAKDOWN

Project Name:

Captiva Beach Park Maintenance

	TDC Request	Agency Match	Total
Personnel			
In-house Labor			\$0.00
Contract Labor			\$0.00
Contracted Services			
Janitorial Services	\$10,000.00		\$10,000.00
Landscape Maintenance	\$10,000.00		\$10,000.00
Travel			
Bridge Tickets & Passes (Transponders)			\$0.00
Communications			
Cellular Phones/Pagers			\$0.00
Radios			\$0.00
Repairs & Maintenance			
Building Maintenance			\$0.00
Maintenance Materials			\$0.00
Vehicle Maintenance	\$5,000.00		\$5,000.00
Equipment Maintenance			\$0.00
Equipment Repair Parts			\$0.00
Other Charges & Obligations			
Indirect Cost			\$0.00
Operating Supplies			
Fuel & Lubricants			\$0.00
Uniforms			\$0.00
Janitorial Supplies			\$0.00
Maintenance Supplies			\$0.00
Signage	\$2,500.00		\$2,500.00
Utilities			
Electric			\$0.00
Water & Sewer			\$0.00
Solid Waste Removal	\$100,000.00		\$100,000.00
Insurance			
Insurance Premiums			\$0.00
Equipment			
Equipment			\$0.00
Vehicles			\$0.00
Construction - Capitol Projects Only			
Architect & Engineering Services			\$0.00
Permits			\$0.00
Site Preparation			\$0.00
Construction			\$0.00
Contingency			\$0.00
TOTAL	\$127,500.00	\$0.00	\$127,500.00

Notes: 1. Buildings must be open to the public in order to be eligible for funding.

2. Personnel/Equipment must be 100% assigned to the project in order to be 100% eligible for funding.

MAINTENANCE REQUEST DETAIL BUDGET BREAKDOWN FORM

PROJECT NAME: Captiva Beach Park Maintenance

REQUESTOR NAME: John Riegert

Budget Request	Sub-Total Budget Request
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**Note: Some examples are provided for you. Add other proposed expenses as needed.*

SALARIES

In-house Labor (including overtime)	
Contract Labor	
	\$ -

PROFESSIONAL SERVICES

1.	
2.	
	\$ -

OTHER CONTRACTUAL SERVICES

Janitorial Services	\$ 10,000.00
Port-o-let Rentals (Emergencies)	
Native Plantings	\$ 10,000.00
	\$ 20,000.00

FREIGHT

Trash / Recycling Containers	
	\$ -

UTILITY SERVICES

Electric	
Water & Sewer	
Solid Waste Removal	\$ 100,000.00

	\$	100,000.00
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REPAIR AND MAINTENANCE

Boardwalk / Fences		
Vehicles and Equipment	\$	5,000.00
Restroom Repairs		
Bridge Repairs		
Fence Repairs		
	\$	5,000.00

OPERATING SUPPLIES

Supplies (Institutional, Chemical, Etc.)		
Tools		
Bike Racks		
Restroom Equipment		
Signage	\$	2,500.00
Lumber for benches		
Mulch		
	\$	2,500.00

FUELS, OILS, & LUBRICANTS

	\$	-

MACHINERY & EQUIPMENT

Vehicles		
Trash / Recycling Bins		
Commercial Mower		
Beach Accessible Wheelchairs		
ADA Accessibility Equipment		
	\$	-

TOTAL BUDGET REQUEST	\$	127,500.00
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Alison Hagerup Parking Lot

Alison Hagerup Parking Lot



200ft

Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems | Esri Community Maps Contributors, University of South Florida, County of Lee, FL, FDEP, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA



2021 Beach Nourishment
Project Update

Project Timeline

- **Project Fill Start Date: September 1st**
- **Estimated Completion of Fill: October 24th**
- **Alison Hagerup Parking lot is closed as of 9/20 and will remain closed through the duration of demobilization**
- **Turner Beach Parking Lot was turned back over to Sanibel and subsequently reopened on September 24th**



Project Highlights

- 17,100 linear feet of beach have been constructed
- 547,328 cubic yards of sand placed
- Beach width added ranges from 40 feet to 100 feet depending on erosion rate
- The planting plan for 350,000 dune plantings is currently under review with FDEP as of 9/23



All numbers taken as of 10/4

Before Construction

















After Construction







Becker & Poliakoff
1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301

MEMORANDUM

TO: Jennifer Nelson
Executive Director
Captive Erosion Prevention District (CEPD)

FROM: Ellyn S. Bogdanoff, Shareholder
Becker & Poliakoff, P.A.

DATE: August 6, 2021

RE: Legal and Consulting Services

Thank you for your interest in engaging the services of Becker to assist with various legal issues at the state level that impact CEPD. Our firm is prepared to assist with updating the enacting law of CEPD to modernize your governing documents and to help navigate the new legislation providing \$100 million each year for projects through the Resilient Florida program grants.

Modernizing your governing documents will take legislative action and it will be important to gain the support of your board, the Lee County legislative delegation, and the County Commission. Once you decide on the specifics, we will draft language and seek approval from House staff. This process could take several months and will be brought before the local delegation in 2022 as a local bill.

Additionally, the grant program is an ongoing program and there will need to be legislative changes to allow taxing districts, such as CEPD to apply directly. It is our intent to engage with House leadership and file a “glitch” bill to address the need to allow more entities to apply directly to the Department of Environmental Protection (DEP). Currently, only counties, cities, and regional resiliency organizations may submit the applications. There is an additional \$500 million available that was added to the Resiliency Trust Fund in 2021 for projects that CEPD should pursue. Our team is prepared to work with you to obtain funds for an identified project.

Our legal work is usually billed by the hour, but because of the potential for extensive travel and the nature of the work involved, it is best that we charge a flat monthly fee. The monthly retainer is \$6000 and can be re-negotiated upon mutual agreement if there is a change in the scope of services. Lobbyist registration fees will be billed separately and travel to and from Tallahassee

August 6, 2021

Page 2

during committee weeks and session will not be billed. This agreement can be canceled with 30-day notice by either party. Thank you for your confidence in our firm. We look forward to working with you.

Cordially,



Ellyn Setnor Bogdanoff, Esq.
For the Firm

ESB/cl
Enclosure

Retainer Agreement Agreed to and Accepted by Jennifer Nelson, Captiva Erosion Prevention District, including any of its related affiliates, entities, and/or assigns.

By: _____

TERMS OF ENGAGEMENT

We appreciate your decision to retain Becker (the “Firm”) as your legal counsel. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that, in turn, makes our efforts more productive.

Our engagement and the services we will provide to you are limited to the matter(s) identified in the accompanying letter. Any changes in the scope of our representation, as described in the letter, must be approved in writing. We will provide services of a strictly legal nature related to the matter(s) described in the letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter. Further, there may be tax consequences resulting from the transaction, claim, settlement, or other resolution of your matter. Unless specified in writing by the Firm, the Firm will not be providing tax advice. The Firm has capable and experienced tax attorneys on staff who can assist you at your request.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client, only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the “entity” and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to the individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

Fees and Billing

We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee, success fee, or other basis that we and the client

believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee or success fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occur, you agree that our fees will be based upon the other factors described below, unless you and we agree on a revised fixed or success fee.

If the accompanying letter does not provide for a fixed fee, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable law firms for similar legal services; the amount of money involved or at risk and the results obtained; and, the time constraints imposed by either the client or the circumstances. We generally require a fee and cost deposit in an amount that is appropriate with respect to the proposed representation. We may request an additional fee and cost deposit based upon the exigencies of your case. Unless otherwise agreed in writing, the Firm, in its discretion, may apply the fee and cost deposits to the earliest unpaid fees and costs incurred in connection with the representation.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. If we determine that research or other work can be efficiently handled by a law clerk or paralegal under an attorney's supervision, the time of the law clerk or paralegal will be billed at the paralegal or law clerk rate applicable to the services performed.

Of course, our hourly rates change periodically to account for increases in our cost of delivering legal services, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. You will be advised of any change in the hourly rate applicable to your matter. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers

in our firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly.

In an effort to maximize efficiency and improve the quality of legal services, we have made a substantial investment in the application of technology to the practice of law. A direct benefit of this technology is the ability to do research, compile documents and respond to client needs in a fraction of the time previously required; thereby substantially improving the quality of legal services while reducing the costs. To effectively utilize technology in the law office, there are on-going costs associated with system research, development, maintenance, upkeep, and staff training, as well as the time expended in developing the primary source documents. Accordingly, in situations in which a previously-developed work product is used as a primary source of a paralegal's or an attorney's work product, a value must be applied to the previously-developed work product. This process is known as value billing. Value billing is simply applying a weighted value to the time expended in providing legal services, which allocates a value for the previously-developed work product. The benefit to the client of a technologically-advanced firm is improved legal services tailored to the client's needs in a fraction of the time and at a fraction of the cost. In many matters, a weighted value (value billing) will be applied to a paralegal's or an attorney's efforts which utilize, as a primary source, a previously-developed work product. If you have any questions concerning the application of value billing to a specific matter being handled by us, please feel free to write or call the attorney handling your matter(s).

Expenses

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and other charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Advanced expenses will generally include such items as travel, parking, postage, filing, recording, certification, and registration fees charged by governmental bodies. Other charges typically include such items as telephone calls, facsimile transmissions, printing, scanning charges or other digital or electronic images, overnight courier services, certain charges for computer research and complex document production, processing, loading, conversion, coding, manipulation, technical assistance and project management costs for use with litigation support software, charges for electronically filing documents within the various courts' electronic filing systems and charges for copying and scanning materials sent to you or third parties or required for our use. Some such costs, including but not limited to computer searches, computer generated documents and filings, long distance telephone calls and facsimile transmissions, may include an administrative fee charged by the Firm, as determined by the Firm from time to time. Instead of charging for long distance and telephone conference fees, facsimile transmissions, routine printing, scanning, photocopying, or other digital or electronic images, the firm may elect to charge a one-time fee of \$2.25 per megabyte of stored records rounded up to the nearest dollar. This electronic records fee will be charged only once, as records are added to the database, and will not be a recurring charge for storage. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on your behalf.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal “work product” protection afforded to services that an attorney requests from third parties, in certain situations we may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

Billing

We bill periodically throughout the engagement for a particular matter, and our monthly statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person or entity with respect to a matter, each person and entity that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and the fee that is charged.

If our statement is not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within thirty (30) days from the date of the statement, we impose an interest charge of one and one-half (1.5%) percent per month (an eighteen percent annual percentage rate), from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past-due statements are applied first to the oldest outstanding statement. If you have given the Firm a deposit for attorneys’ fees and costs that the Firm has deposited in our trust account which is designated for use in one matter, and you fail to pay attorneys’ fees or costs for another matter the Firm is handling for you, the Firm shall have the option to disburse those funds to the Firm to pay outstanding attorneys’ fees and costs in any other matter provided that attorneys’ fees and costs in the other matter are more than 60 days past due. If collection activities are necessary, we will be entitled to reasonable attorneys’ fees and costs, for pre-trial, and all trial, arbitration, mediation and appellate levels, including the amount of attorney’s fees incurred in determining the amount of attorney’s fees and costs awarded, and including the value of attorney’s fees we incur if the Firm represents itself. Post-judgment interest shall accrue at the rate of eighteen (18%) percent per annum. **IN THE EVENT OF A DISPUTE OVER THE AMOUNT OF LEGAL FEES CHARGED OR THE MANNER, NATURE OR EXTENT OF LEGAL SERVICES PROVIDED, YOU AGREE YOU HAVE WAIVED THE RIGHT TO A TRIAL BY JURY.** In any such litigation, jurisdiction and venue will lie in the court of competent jurisdiction in St. Lucie County, Florida.

If you object to any portion of an invoice, you shall so notify the Firm within thirty (30) calendar days of receipt of the invoice. You shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. If no dispute is submitted

within thirty (30) calendar days, the invoice will be considered due and payable and any dispute regarding the invoice that could have been detected within said thirty (30) day period shall be deemed waived.

Should the Firm cease to represent Client for any reason, including the Firm's voluntary withdrawal during the pendency of any action, and any attorney's fees or costs remain unpaid, the Firm is entitled to a charging lien and to payment of any costs and attorney's fees out of any eventual recovery in the action (in addition to any right to a retaining lien) or other rights retained herein.

Questions About Our Bills

We invite you to discuss freely with us any questions you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and we are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships With Other Clients

Because we are a multi-practice law firm with offices throughout Florida and the U.S, we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by our firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Becker, our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain requirements are met.

Virus and Computer Hacking Protection

During the course of our engagement, we may exchange electronic versions of documents and emails with you using commercially available software. Unfortunately, businesses and people are often victimized by the creation and dissemination of computer viruses, or similar destructive electronic programs. We take the issues raised by these viruses seriously and have invested in software and systems that identify and reject files containing known viruses. We also update our system with the software of various vendors' current releases at regular intervals.

By utilizing this scanning software, our system may occasionally reject an email you send to us. We, in turn, may email you something that is rejected by your system. We believe this infrequent occurrence is to be expected as part of the ordinary course of business.

Because the virus protection industry is generally one or two steps behind new viruses, we cannot guarantee that our communications and documents will always be virus free. Occasionally,

a virus will go undetected as it is passed from system to system. Although we take seriously our virus protection measures, we make no warranty that our documents and communications with you will be virus free and we are not responsible for any such computer viruses.

Please inform us immediately in the event a virus enters your company's system via any electronic means originating from our Firm. Through cooperative efforts we can minimize any disruption to our communications.

Similarly, we have invested in software and systems that identify and protect against computer hackers gaining access to our computers, data, email and communications with you. Nevertheless, no precautions can prevent every hacking attempt. Accordingly, we make no warranty that our computers, data, email and communications with you will be free of computer hacking and we are not responsible for any such computer hacking.

Retention Policy

Your file will be processed and closed under the Firm's Retention Policy which means the file will be destroyed 10 years after completion of the work.

Solicitation

We spend a great deal of time and resources to hire and train superior attorneys and employees who are able to provide you with legal services conforming to our high professional standards. Accordingly, in the event you solicit or hire a Firm attorney or employee during the time period we are representing you and for a period of six months thereafter, you agree you will pay the Firm an amount equivalent to twenty-five (25%) percent of that attorney or employee's first year of base salary with your organization (including any signing bonus), plus stock or equity in your organization equivalent to twenty-five (25%) percent of any stock or equity grant made as part of your hiring of such attorney or employee.

Termination

Upon completion of the matter(s) to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end, unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay our fees and expenses incurred prior to the termination.

Additional Work Performed at Client's Request

From time to time, Clients request that we perform or engage in legal services beyond the scope of the specific matter for which a client may have specifically or originally engaged the Firm. Our practice is to enter into a separate agreement for those services. To the extent that you

request us to provide legal assistance, consultation, advice or counsel in connection with any matter or matters outside the scope of our original engagement, and have not signed a separate agreement for that work, you expressly agree and acknowledge that the provisions of the attached engagement letter and these Terms of Engagement shall apply to and govern our provision of those additional services requested of the Firm by you.

* * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

Last Revised 03/03/2018

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