

**AGENDA**  
**SPECIAL JOINT MEETING THE**  
**ESCAMBIA COUNTY BOARD OF COMMISSIONERS**  
**AND THE**  
**SANTA ROSA ISLAND AUTHORITY BOARD**  
**October 4, 2011– 4:30 p.m.**  
**Escambia County Governmental Complex**  
**Room 100, 221 Palafox Place**



**SANTA ROSA ISLAND AUTHORITY**

**Elwyn Guernsey, Chair**  
**Dave Pavlock, Vice Chair**

**Vernon Prather, Sec/Treasurer**  
**Thomas Campanella, Acting**  
**Sec/Treasurer**  
**Fred Gant**  
**Tammy Bohannon**



**COUNTY COMMISSIONERS**

**Kevin W. White, Chair**  
**Wilson B. Robertson, Vice**  
**Chair**

**Gene M. Valentino**  
**Marie Young**

**Grover C. Robinson, IV**

**AGENDA ITEMS**

1. Call to Order - Commissioner Kevin W. White, Chairman
2. Invocation
3. Pledge of Allegiance to the Flag
4. Was the Meeting Properly Advertised?
5. Presentation of Resolution by the Santa Rosa Island Authority to the Escambia County Board of County Commissioners, in Support of Fee Simple Ownership of Properties on Santa Rosa Island and Power Point Presentation by Chairman Guernsey.
6. Discussion
7. Public Forum

8. Recommendation Concerning Santa Rosa Island Authority Funding - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action concerning allocations to the Santa Rosa Island Authority:

A. Allocate annually to the Santa Rosa Island Authority (SRIA) for base services an amount not to exceed the amount collected on the Countywide millage rate from the real property located on Santa Rosa Island, upon lawful receipt of such funds and upon conclusion of any and all legal challenges regarding the taxability of said real property, or the amount budgeted to be collected by the SRIA for residential Lease fees in Fiscal Year 2012, whichever amount is less; and

B. Request that the SRIA use these funds to offset residential land Leases to the extent SRIA believes is fair and equitable to all concerned.

9. Recommendation Concerning Interlocal Agreement and Resolution with the Santa Rosa Island Authority for Financing the Repair of the Quietwater Boardwalk - Kristin Hual, Assistant County Attorney

That the Board take the following action concerning an Interlocal Agreement and a Resolution with the Santa Rosa Island Authority:

A. Approve an Interlocal Agreement with the Santa Rosa Island Authority establishing an interagency loan, in the amount of \$200,000, financing the repair of the Quietwater Boardwalk;

B. Adopt a Resolution establishing an interagency loan, in the amount of \$200,000, financing the repair of the Quietwater Boardwalk; and

C. Authorize the Chairman to execute the Agreement and Resolution on behalf of Escambia County.

10. Discuss Possible Change from Municipal Services Benefit Unit to Municipal Services Taxing Unit to Fund Law Enforcement

11. Adjourn



**BOARD OF COUNTY COMMISSIONERS**  
**Escambia County, Florida**

**Joint SRIA - BCC Meeting**

**Item #: 5.**

**Meeting Date:** 10/04/2011

**Issue:** Resolution in Support of Fee Simple Ownership of Properties on SRI and Power Point Presentation

**From:** Elwyn Guernsey, Chairman

**Organization:** Santa Rosa Island Authority

**CAO Approval:**

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**RECOMMENDATION:**

Presentation of Resolution by the Santa Rosa Island Authority to the Escambia County Board of County Commissioners, in Support of Fee Simple Ownership of Properties on Santa Rosa Island and Power Point Presentation by Chairman Guernsey.

**BACKGROUND:**

**BUDGETARY IMPACT:**

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

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**Attachments**

Resolution No. 2011-4

Resolution No. 2011-5

SRIA Presentation

## RESOLUTION 2011 - 4

### A RESOLUTION OF THE SANTA ROSA ISLAND AUTHORITY, ESCAMBIA COUNTY, FLORIDA

**WHEREAS**, on January 15, 1947, the United States of America conveyed to Escambia County, Florida, a portion of Santa Rosa Island, more particularly described and recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

**WHEREAS**, the Santa Rosa Island Authority is a special dependant district of Escambia County, Florida created in 1947 by Special Act of the Legislature, Chapter 24500, Florida Statutes, as amended to oversee and ensure the care and development of the Escambia County portion of Santa Rosa Island known as Pensacola Beach and is funded solely by lease fees collected from beach businesses and residences; and

**WHEREAS**, on November 18, 2010, January 20, 2011, and May 15, 2011, the Escambia County Board of County Commissioners adopted joint Resolutions (R2010-214 and R2011-20) with Santa Rosa County and Resolution R2011-77, which requested Congressional sponsorship of a bill that would amend the federal deed regarding property on Santa Rosa Island and expressed intentions on how fee simple shall be conveyed; and,

**WHEREAS**, the Escambia County Board of County Commissioners agree that it is in the interests of both counties to release the restrictions on conveyance to facilitate transfer of Escambia County's interest, which lies in Santa Rosa County, to Santa Rosa County and other persons and entities having leasehold interests on Santa Rosa Island;

**WHEREAS**, various residential and commercial leaseholders have or contemplate filing lawsuits contesting the authority of the Escambia County Property Appraiser and The Escambia County Tax Collector to assess and collect, respectively, ad valorem property taxes on leaseholds on Pensacola Beach;

**WHEREAS**, the Santa Rosa Island Authority finds it in the interest of Santa Rosa Island and its residents and visitors to set forth some intent regarding this process without legally binding the Santa Rosa Island Authority at this juncture; and,

**WHEREAS**, The Santa Rosa Island Authority Board has considered this Resolution at a public meeting.

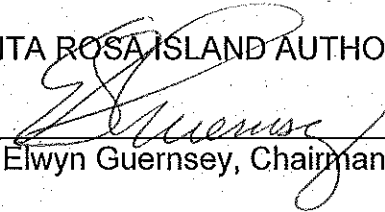
**NOW, THEREFORE, BE IT RESOLVED BY THE SANTA ROSA ISLAND AUTHORITY BOARD:**

- 1) That the Santa Rosa Island Authority Board finds the above recitals to be true and correct and incorporated herein by reference;

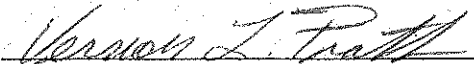
- 2) That if the various residential and commercial leaseholders do not prevail in the above referenced lawsuits, the Santa Rosa Island Authority Board hereby adopts Escambia County Joint Resolutions R2010-214 and R2011-20 and Resolution 2011-77 regarding the release of certain restrictions on conveyance of property on Santa Rosa Island;
- 3) That this Resolution shall take effect immediately upon its adoption by the Santa Rosa Island Authority Board; and,
- 4) That a copy of this Resolution will be forwarded to the Escambia County Board of County Commissioners, Escambia County, Florida.

This Resolution adopted on the 30<sup>th</sup> day of September 2011, in an open meeting.

SANTA ROSA ISLAND AUTHORITY

BY:   
Elwyn Guernsey, Chairman

ATTEST:

  
Vernon Prather, Secretary/ Treasurer

**RESOLUTION NO. 2011 - 5**

**A RESOLUTION OF THE SANTA ROSA ISLAND AUTHORITY, ESCAMBIA COUNTY, FLORIDA**

**WHEREAS**, on January 15, 1947, the United States of America conveyed to Escambia County, Florida, a portion of Santa Rosa Island, more particularly described and recorded in Deed Book 248 at page 161 of the public records of Escambia County, Florida; and

**WHEREAS**, the Santa Rosa Island Authority is a special dependant district of Escambia County, Florida created in 1947 by Special Act of the Legislature, Chapter 24500, Florida Statutes, as amended to oversee and ensure the care and development of the Escambia County portion of Santa Rosa Island known as Pensacola Beach and is funded solely by lease fees collected from beach businesses and residences; and

**WHEREAS**, various residential and commercial leaseholders have or contemplate filing lawsuits contesting the authority of the Escambia County Property Appraiser and The Escambia County Tax Collector to assess and collect, respectively, ad valorem property taxes on leaseholds on Pensacola Beach;

**WHEREAS**, the Santa Rosa Island Authority desires that Escambia County escrow all 2011 ad valorem taxes and all future ad valorem taxes collected from the Pensacola Beach residential and commercial leaseholders on the land underlying their respective leaseholds on Pensacola Beach until all pending and contemplated lawsuits contesting the authority of the Escambia County Property Appraiser and the Escambia County Tax Collector to assess and collect, respectively, ad valorem property taxes on the land underlying the leaseholds on Pensacola Beach have been finally resolved or settled;

**WHEREAS**, the Santa Rosa Island Authority desires that if the outcome of the lawsuits or settlements allows the Escambia County Property Appraiser and the Escambia County Tax Collector to assess and collect, respectively, ad valorem property taxes on the land underlying the leaseholds on Pensacola Beach, that Escambia County reimburse the Pensacola Beach residential and commercial leaseholders lease fees paid for their respective leaseholds for 2011, and any future year, for which ad valorem property taxes were collected, and that the reimbursement of lease fees be paid from ad valorem property taxes collected from Pensacola Beach residential and commercial leaseholders for Escambia County for 2011 and any future year ad valorem property taxes are collected from Pensacola Beach residential and commercial leaseholders for Escambia County;

**WHEREAS**, the Santa Rosa Island Authority desires that if the outcome of the lawsuits denies the Escambia County Property Appraiser and the Escambia County Tax Collector the authority to assess and collect, respectively, ad valorem property taxes on the land underlying the leaseholds on Pensacola Beach, that Escambia County reimburse the Pensacola Beach residential and commercial leaseholders all ad valorem

property taxes collected from the Pensacola Beach residential and commercial leaseholders for the land underlying their respective leaseholds on Pensacola Beach for 2011 and any future year ad valorem property taxes are collected from Pensacola Beach residential and commercial leaseholders for Escambia County on the land underlying their respective leaseholds; and,

**WHEREAS**, The Santa Rosa Island Authority Board has considered this Resolution at a public meeting.

**NOW, THEREFORE, BE IT RESOLVED BY THE SANTA ROSA ISLAND AUTHORITY BOARD:**

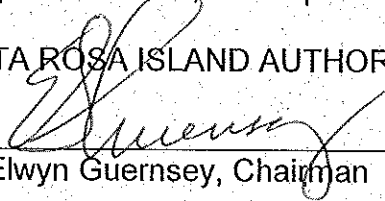
- 1) That the Santa Rosa Island Authority Board finds the above recitals to be true and correct and incorporated herein by reference;
- 2) That the Santa Rosa Island Authority requests that Escambia County escrow all 2011 ad valorem taxes and all future ad valorem taxes collected from the Pensacola Beach residential and commercial leaseholders on the land underlying their respective leaseholds on Pensacola Beach until all pending and contemplated lawsuits contesting the authority of the Escambia County Property Appraiser and the Escambia County Tax Collector to assess and collect, respectively, ad valorem property taxes on the land underlying the leaseholds on Pensacola Beach have been finally resolved or settled;
- 3) That the Santa Rosa Island Authority requests that if the outcome of the lawsuits or settlements allows the Escambia County Property Appraiser and the Escambia County Tax Collector to assess and collect, respectively, ad valorem property taxes on the land underlying the leaseholds on Pensacola Beach, that Escambia County reimburse the Pensacola Beach residential and commercial leaseholders lease fees paid for their respective leaseholds for 2011, and any future year, for which ad valorem property taxes were collected, and that the reimbursement of lease fees be paid from ad valorem property taxes collected from Pensacola Beach residential and commercial leaseholders for Escambia County for 2011 and any future year ad valorem property taxes are collected from Pensacola Beach residential and commercial leaseholders for Escambia County;
- 4) That in the alternative the Santa Island Authority requests that if the outcome of the lawsuits denies the Escambia County Property Appraiser and the Escambia County Tax Collector the authority to assess and collect, respectively, ad valorem property taxes on the land underlying the leaseholds on Pensacola Beach, that Escambia County reimburse the Pensacola Beach residential and commercial leaseholders all ad valorem property taxes collected from the Pensacola Beach residential and commercial leaseholders on the land underlying their respective leaseholds on Pensacola Beach for 2011 and any future year ad valorem property taxes are collected from Pensacola Beach

residential and commercial leaseholders for Escambia County on the land underlying their respective leaseholds;


- 5) That this Resolution shall take effect immediately upon its adoption by the Santa Rosa Island Authority Board; and,
- 6) That a copy of this Resolution will be forwarded to the Escambia County Board of County Commissioners, Escambia County, Florida.

This Resolution adopted on the 20<sup>th</sup> day of September 2011, in an open meeting.

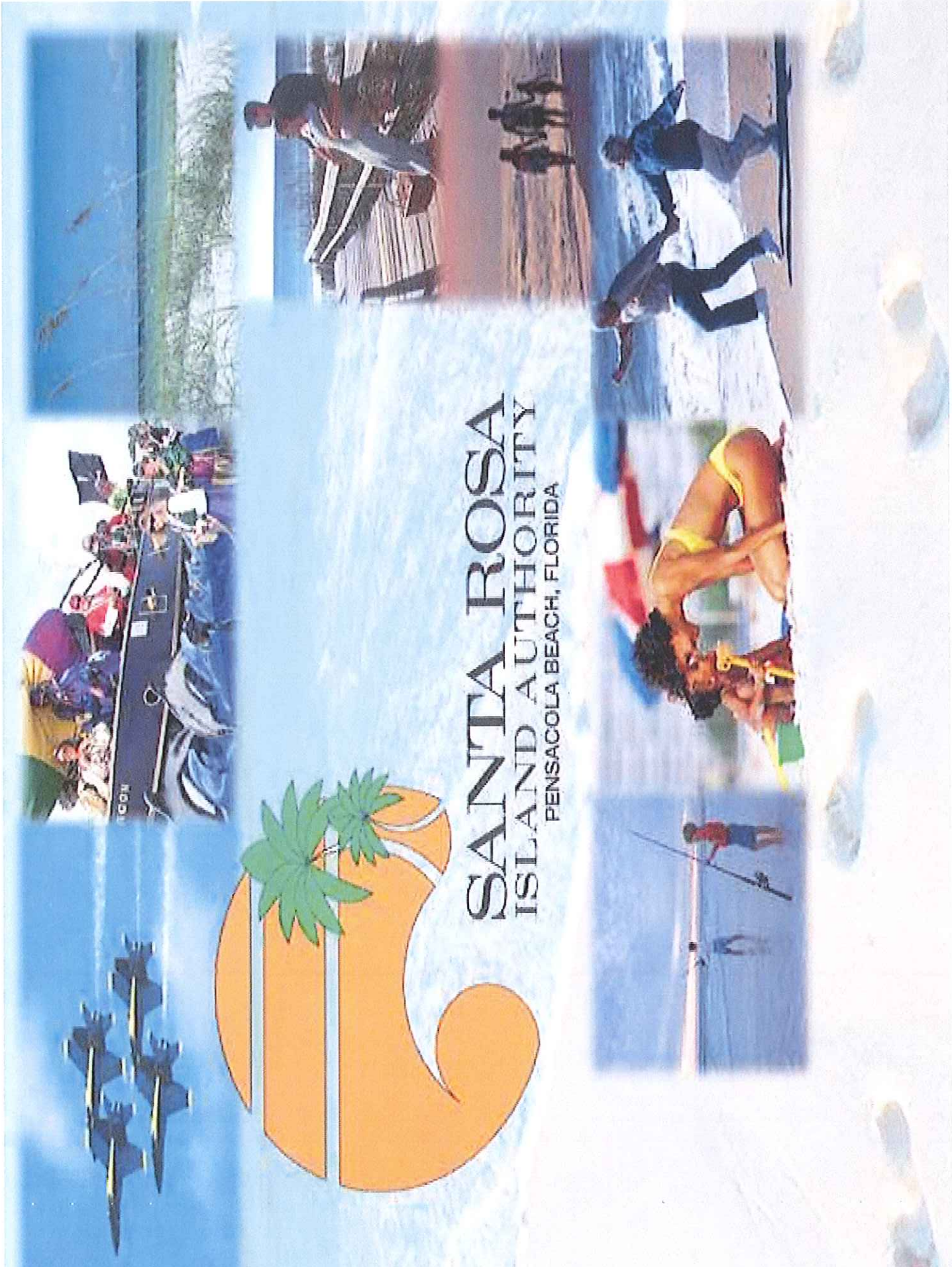
SANTA ROSA ISLAND AUTHORITY

BY:   
Elwyn Guernsey, Chairman

ATTEST:

  
Vernon Prather, Secretary/ Treasurer





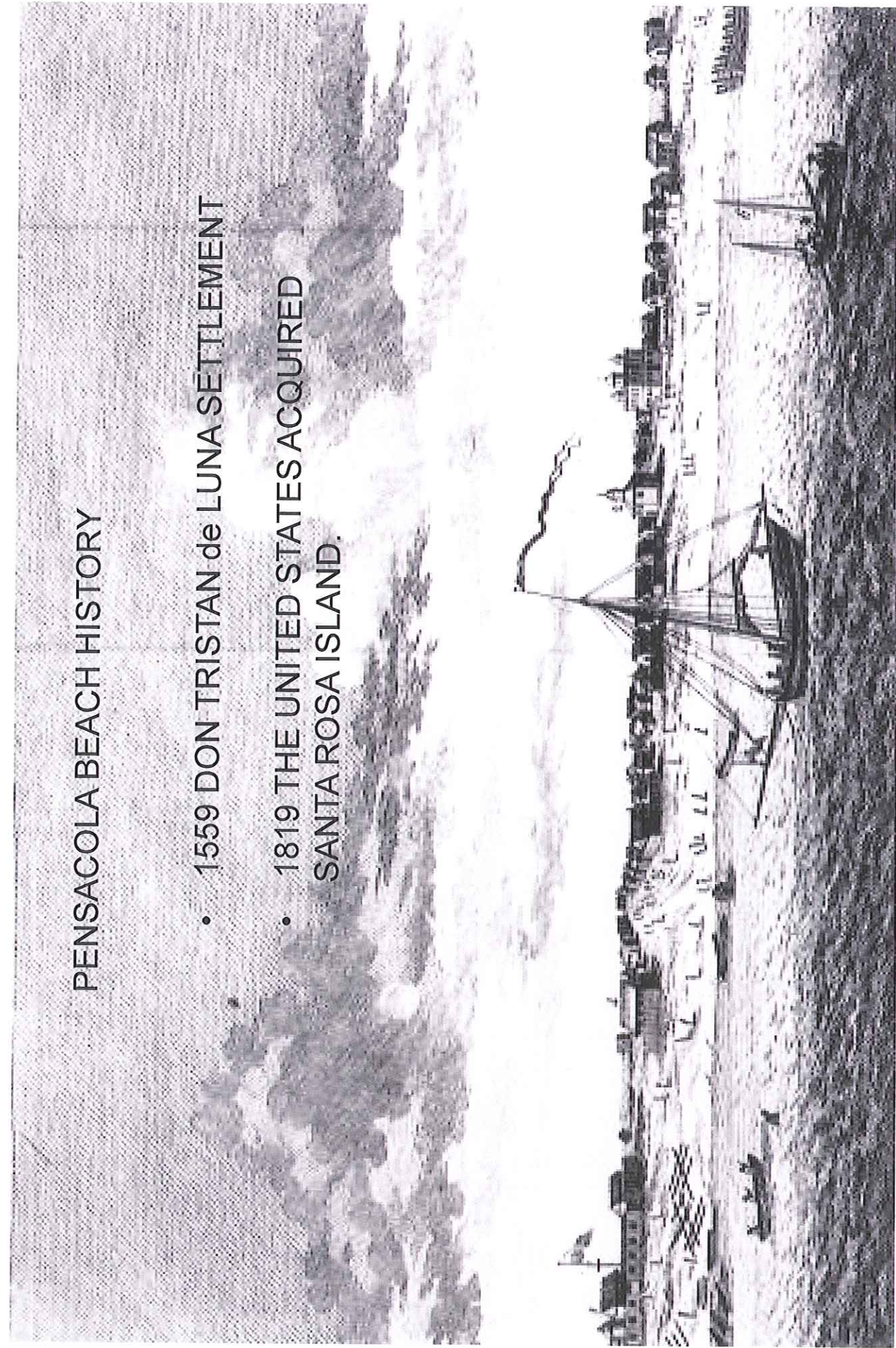
# SANTA ROSA ISLAND AUTHORITY

PENSACOLA BEACH, FLORIDA



## PENSACOLA BEACH HISTORY

- 1559 DON TRISTAN de LUNA SETTLEMENT
- 1819 THE UNITED STATES ACQUIRED SANTA ROSA ISLAND.



*Coastal View of Pensacola on the Island of Santa Rosa, Drawn by DON. SERRAN.*  
*The Flag is The Church. The towers are those of the Convent of St. Francis. 1819. C. A. B. 1819.*

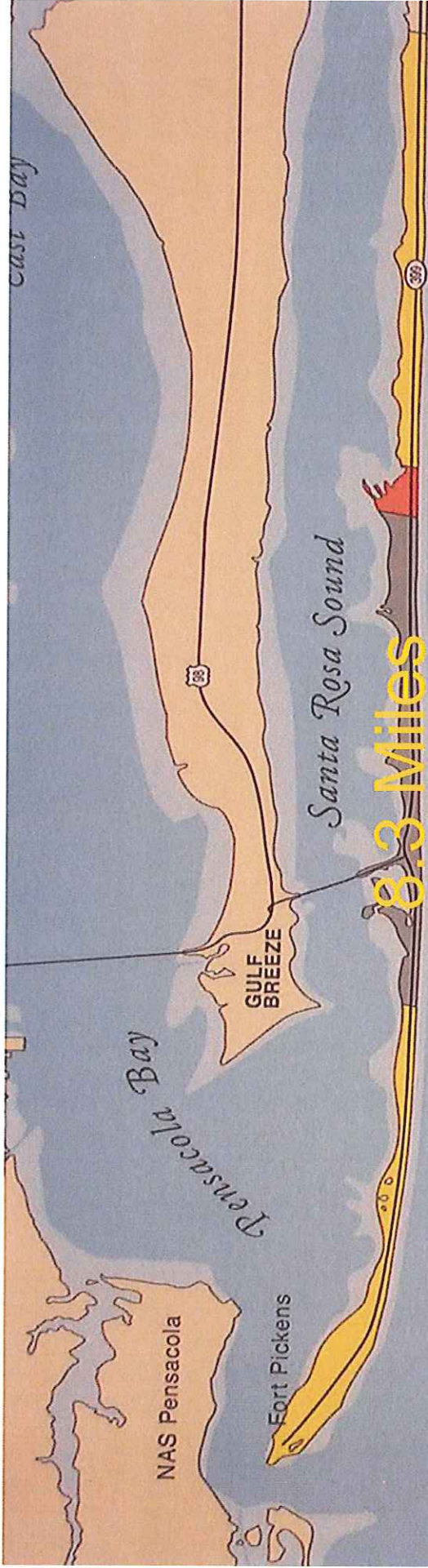


1947 ESCAMBIA COUNTY ACQUIRED A PORTION OF  
SANTAROSA ISLAND.

CHAPTER 24500 CREATED THE  
SANTA ROSA ISLAND AUTHORITY IN 1947

- LEASE THE ISLAND
- FIX & COLLECT REVENUES
- ACQUIRE AND OPERATE PUBLIC FACILITIES.
- ADOPT & ENFORCE RULES AND REGULATIONS.
- ADVERTISE THE ISLAND.





**8.3 Miles**

- 1,474 Acres
- 60% Public
- 45% Preservation
- 2,738 Population
- 4,128 Density Cap  
(residential, multi-family)
- condos
- 3,811 Residential Lease
- 139 Commercial Lease

*Gulf of Mexico*

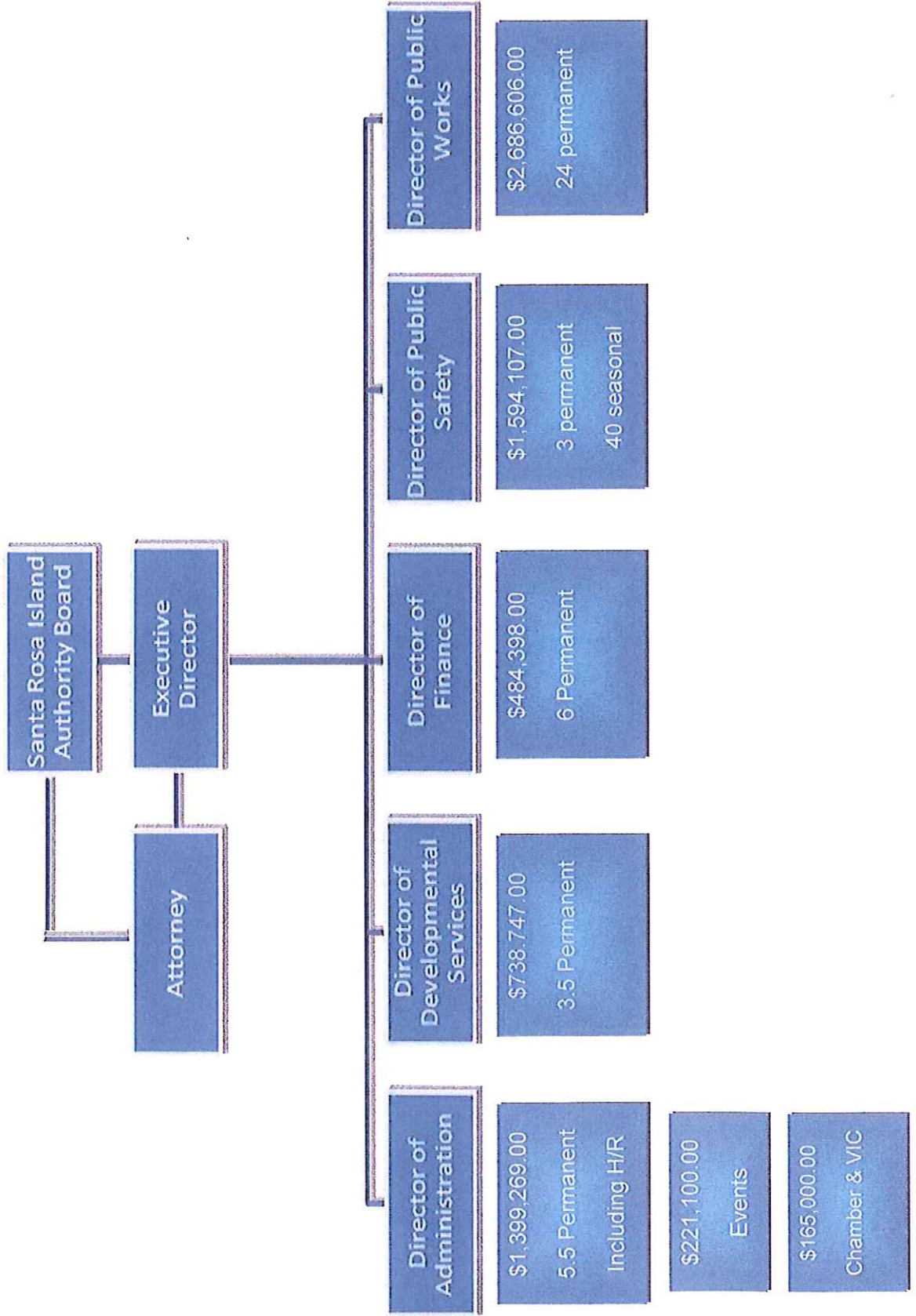


- Gulf Islands National Seashore
- Santa Rosa Island Authority
- University of West Florida Property



DEPARTMENT OF ADMINISTRATION  
DEPARTMENT OF DEVELOPMENT SERVICES  
DEPARTMENT OF FINANCE  
DEPARTMENT OF PUBLIC FACILITIES  
DEPARTMENT OF PUBLIC SAFETY

# SANTA ROSA ISLAND AUTHORITY ORGANIZATIONAL CHART





## DEPARTMENT OF ADMINISTRATION

Implements policies approved by the Santa Rosa Island Authority Board, and ensures that all legal requirements are met. Provides strong leadership and manages the business of Pensacola Beach by actively pursuing goals and objectives adopted by the Board.

Manages the Pensacola Beach Lease program.

Maintains records of all official meetings and administration transactions of the Authority.

Manages the 1988 Pensacola Beach Utilization Plan.

Develop and redevelop public facilities and infrastructure elements.

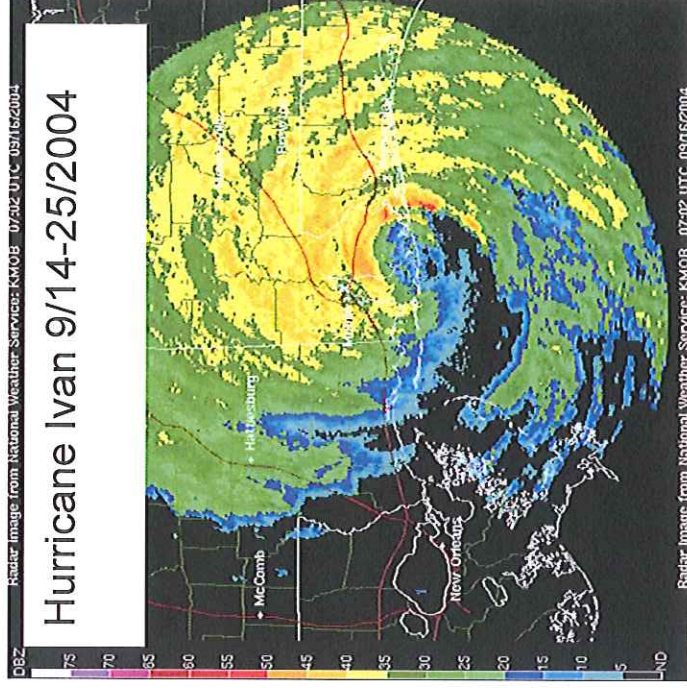
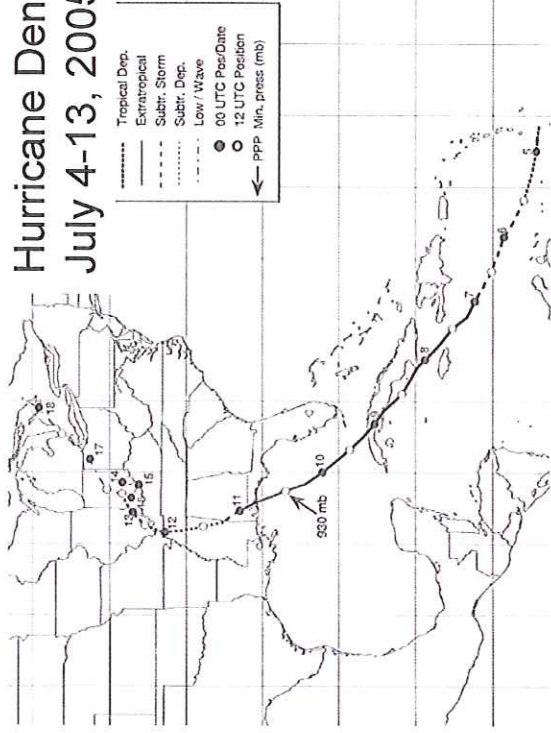
Enhances the quality of life of Island residents.

Enhances the quality of stay of Island visitors.

# Emergency Preparedness

- Operation Plan
- Information
- Re-entry

Hurricane Dennis  
July 4-13, 2005

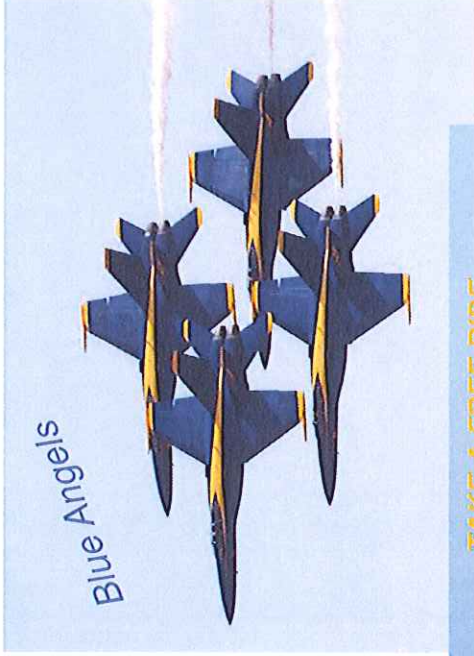


## MARKETING/PROMOTIONS & EVENTS

Coordinates the Santa Rosa Island Authority's marketing program which consists of advertising, promotion, events and public relations. To provide entertainment and special events for Escambia County residents and visitors to the Island and oversee the management of the Pensacola Beach Visitor's Information Center by the Pensacola Beach Chamber of Commerce.

Coordinate the Authority's marketing, advertising, and public relations needs with the Authority's advertising firm. Coordinate management of the Pensacola Beach Visitor's Information Center with the Pensacola Beach Chamber of Commerce.

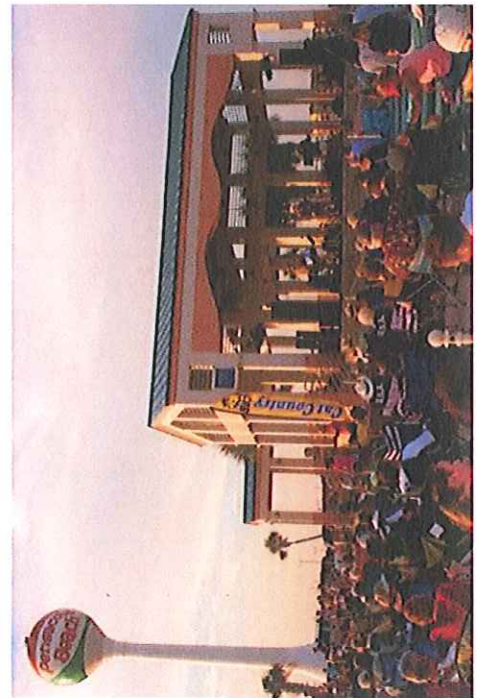
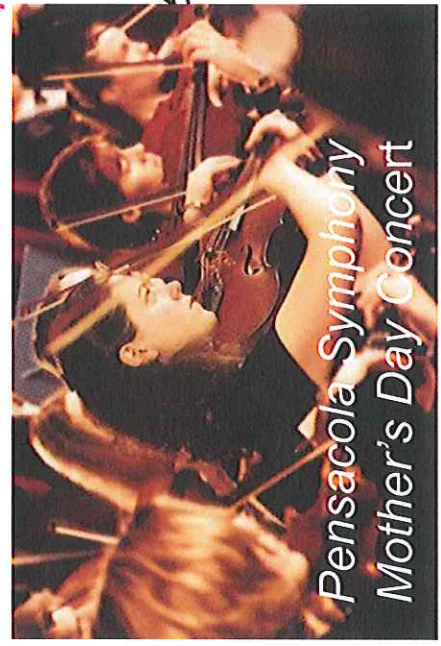
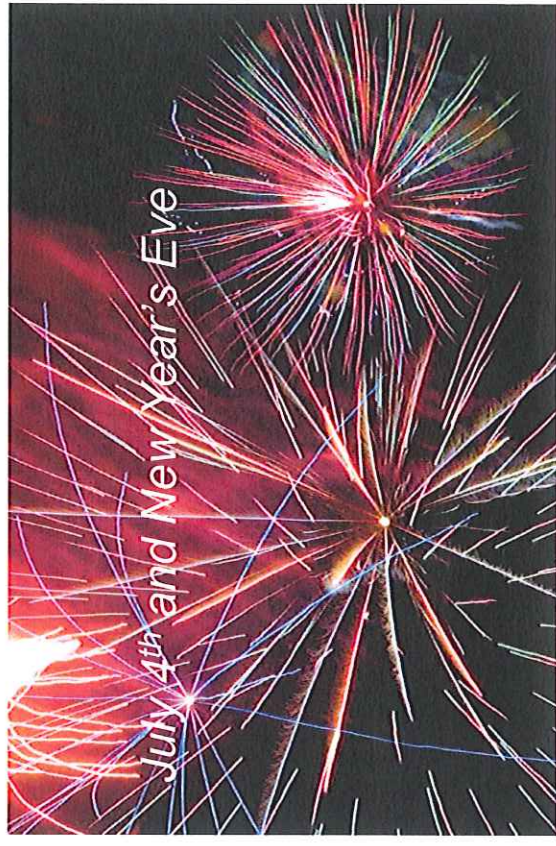
# Promotions & Events, Advertising



**TAKE A FREE RIDE**  
**11 AM TO 11 PM DAILY**  
May 27<sup>th</sup> – August 14  
August 10<sup>th</sup> – Labor Day, Friday, Saturday,  
Sunday Only

ISLAND TRANSIT AUTHORITY

A colorful bus with a sign for the Island Transit Authority.



# DEPARTMENT OF ENVIRONMENTAL & DEVELOPMENT SERVICES

Environmental Programs  
(Dunes, Beach, Storm water, Sea Turtles)

Environmental Management  
(Protected Areas)

Project Management  
(Beach Restoration)

Island Development

(Building Regulations and Codes, Floodplain Management, Land Use Plan, FSBPA Membership)

Emergency Response

(Damage Assessment, Coordination & Damage Claims)

Bob Sikes Bridge Toll Facility

(Management, Operations & Maintenance)(Contract Labor & Engineering)

Manage the Trolleys on Pensacola Beach

Maintain & Manage all web cams and Boardwalk security cams

Maintain & monitor wireless phone accounts

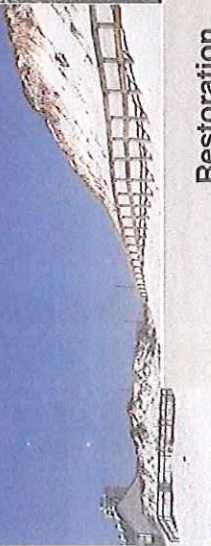
Maintain & monitor computer network with associated vendors

Environmental Programs:

- Dunes
- Beaches
- Water
- Storm Water
- Sea Turtles

Environmental Management:

- Protected Areas
- Turtles
- Least Terns
- Dunes, Fencing



Restoration



- Also: Roads, Facilities, Technical Liaison

*Take a Free Ride*



Island Development:

- Regulations & Codes, Flood Insurance, Land Use Plan
- FSBPA Membership



Emergency Response:

- Damage Assessment, Coordination, & Damage Claims



*Bob Sikes Bridge Toll Facility*

*Management, operation & maintenance*

*Contract labor & engineering*



## FINANCE DEPARTMENT

To implement Santa Rosa Island Authority financial policies and decisions. To assure full and complete accounting of all funds in accordance with general accepted accounting principles. To provide financial advise to the Board and the Executive Director on matters of fiscal policy and procedures.

- Budget preparation and supervision

- Lease billing management and collections

  - Payroll administration

  - Internal Audit Management

  - Financial statements preparation

  - Financial management of the Bob Sikes Bridge Toll Facility

    - Investment of SRIA funds

    - Assist with the issuance of Escambia County bonds for SRIA

      - Physical inventory of SRIA equipment

## PUBLIC SAFETY DEPARTMENT

To implement Santa Rosa Island Authority Public Safety Policies by managing the Authority's water safety program and coordinating the Authority's activities with law enforcement officials, fire and rescue agencies and emergency medical service organizations.

### Water Safety

(Life Saving Operations, Administration, Training, Data Management, junior Lifeguard Program, Coordination & Liaison with other water safety agencies)

### Law Enforcement

(Manage the Authority's supplemental law enforcement program with Escambia County Sheriff's Department and other law enforcement agencies as appropriate)

(continued)



Fire Rescue

(Coordinate Authority activities with Escambia County Fire/Rescue Department with particular emphasis on water safety operations)

Ambulance

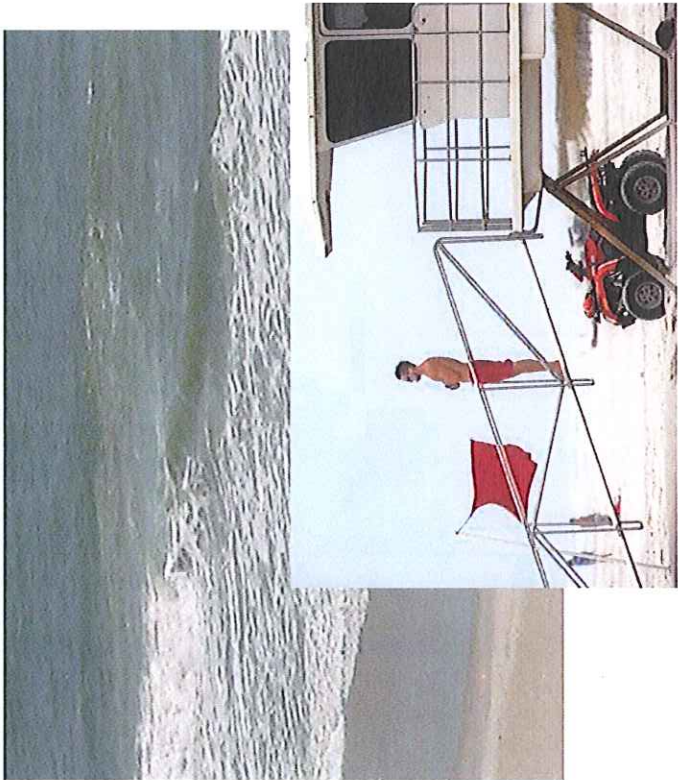
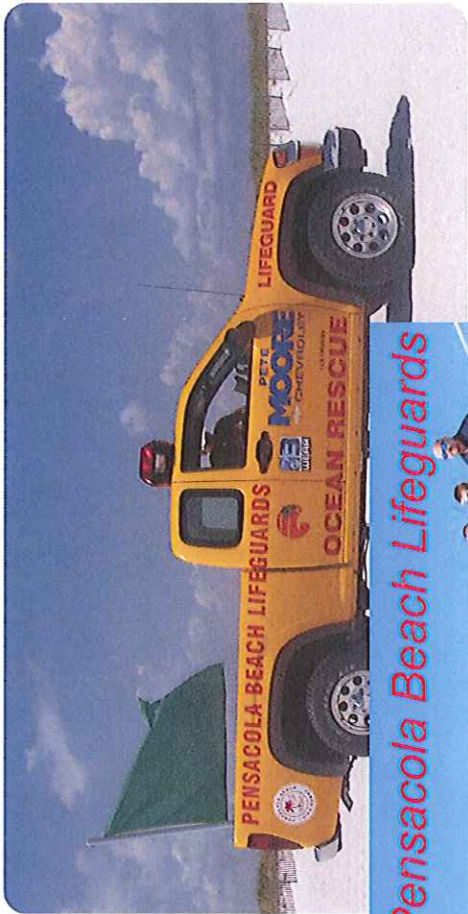
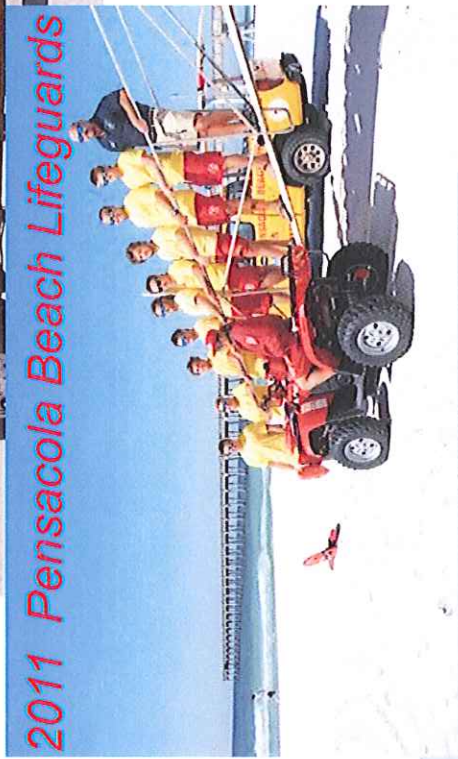
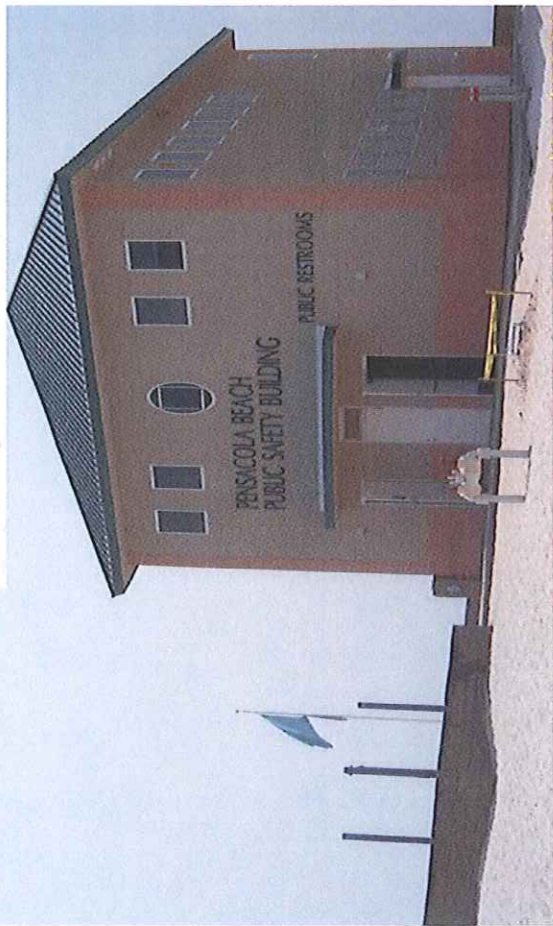
(Coordinate Authority activities with Escambia County EMS Services regarding ambulance service to Pensacola Beach)

Life Flight

(Coordinate Authorities activities with Baptist Hospital Life Flight)

Major Events

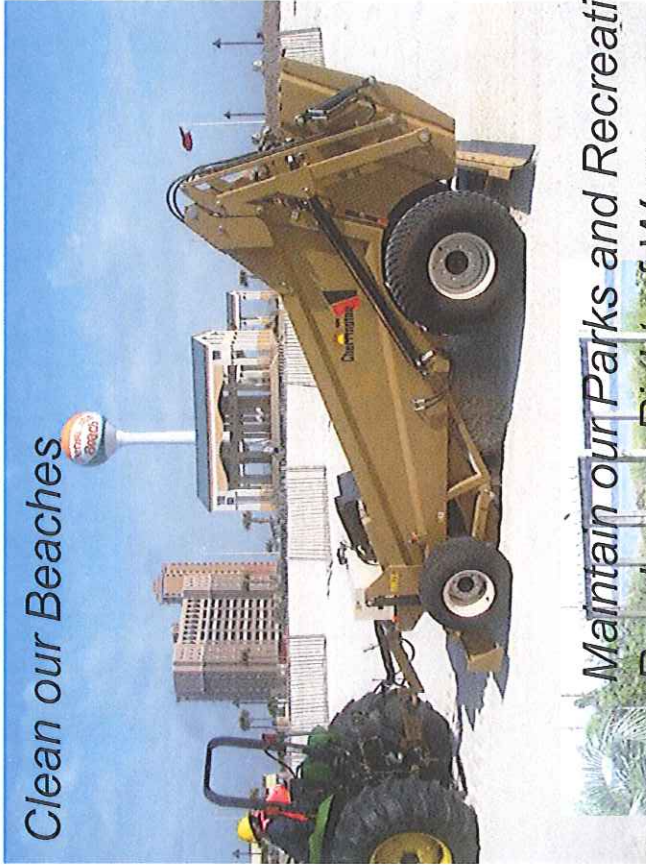
(Review and approve the public safety aspects of all events held on SRIA properties and serve as the SRIA's liaison in the coordination of public safety during those events)



# PUBLIC & RECREATION FACILITIES DEPARTMENT

- Road Maintenance
- Right-of-Way Maintenance & Landscaping
- Public Information and Street Signs
  - Drainage
  - Parking Lots
  - Lighting
- Maintenance of all Public Facilities
  - Beach Access
  - Parks
- Preparation and Clean up after Events
  - Emergency Preparedness
  - Evacuation Return and Clean up

Clean our Beaches



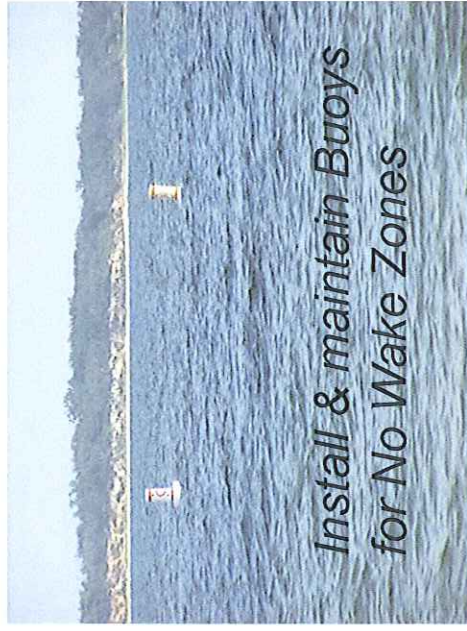
Maintain our Parks and Recreation Areas  
Roadways, Right-of-Ways.....



Clean up after Storms



Install & maintain Buoys  
for No Wake Zones





TURN  
RIGHT



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Joint SRIA - BCC Meeting**

**Item #: 8.**

**Meeting Date:** 10/04/2011

**Issue:** Santa Rosa Island Authority Funding

**From:** Amy Lovoy, Department Head

**Organization:** OMB

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Santa Rosa Island Authority Funding - Amy Lovoy, Management & Budget Services Department Director

That the Board take the following action concerning allocations to the Santa Rosa Island Authority:

A. Allocate annually to the Santa Rosa Island Authority (SRIA) for base services an amount not to exceed the amount collected on the Countywide millage rate from the real property located on Santa Rosa Island, upon lawful receipt of such funds and upon conclusion of any and all legal challenges regarding the taxability of said real property, or the amount budgeted to be collected by the SRIA for residential Lease fees in Fiscal Year 2012, whichever amount is less; and

B. Request that the SRIA use these funds to offset residential land Leases to the extent SRIA believes is fair and equitable to all concerned.

**BACKGROUND:**

Due to recent court rulings the Escambia County Property Appraiser has placed both the improvements and the land on Santa Rosa Island on the annual tax roll. This makes both the land and the improvements subject to ad valorem taxation like all other County properties. Leaseholders on the Island will therefore be required to pay both land Leases and property taxes until all legal challenges regarding the taxability of the real property are settled. Legal challenges, if any, could take at a minimum several years.

This action will allow the property taxes, once free and clear of legal challenges, to be transferred to the SRIA to continue base services on the Island. Base services will be defined by the Board of County Commissioners but may not exceed the amount collected from the Countywide millage rate on real property on the Island.

**BUDGETARY IMPACT:**

The County will escrow the value of the taxes collected on the real property. Should the courts find that property taxes cannot be levied on this real property and the taxes already collected must be refunded, the Tax Collector will refund the escrowed taxes to the appropriate parties. Should the courts conclude that this real property is subject to ad valorem taxation the County will transfer to the SRIA annually, subject to appropriation, an amount not to exceed the amount collected on the Countywide millage rate from this real property.

**LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**BOARD OF COUNTY COMMISSIONERS**  
**Escambia County, Florida**

**Joint SRIA - BCC Meeting**

**Item #: 9.**

**Meeting Date:** 10/04/2011

**Issue:** Interlocal Agreement and Resolution with the SRIA for Financing the Repair of the Quietwater Boardwalk

**From:** Kristin D. Hual, Assistant County Attorney

**Organization:** County Attorney's Office

**CAO Approval:**

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**RECOMMENDATION:**

Recommendation Concerning Interlocal Agreement and Resolution with the Santa Rosa Island Authority for Financing the Repair of the Quietwater Boardwalk - Kristin Hual, Assistant County Attorney

That the Board take the following action concerning an Interlocal Agreement and a Resolution with the Santa Rosa Island Authority:

A. Approve an Interlocal Agreement with the Santa Rosa Island Authority establishing an interagency loan, in the amount of \$200,000, financing the repair of the Quietwater Boardwalk;

B. Adopt a Resolution establishing an interagency loan, in the amount of \$200,000, financing the repair of the Quietwater Boardwalk; and

C. Authorize the Chairman to execute the Agreement and Resolution on behalf of Escambia County.

**BACKGROUND:**

The SRIA has requested that the County provide an interagency loan of \$200,000 for the repair of the Quietwater Boardwalk, a premier tourist attraction on Pensacola Beach. The County finds it advantageous and appropriate to lend its fiscal resources for this project; provided, however, that such funds shall be repaid in full to the County on or before October 1, 2013.

**BUDGETARY IMPACT:**

N/A



**LEGAL CONSIDERATIONS/SIGN-OFF:**

The Interlocal Agreement and corresponding Resolution were reviewed and approved by the County Attorney's Office.

**PERSONNEL:**

N/A

**POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

**IMPLEMENTATION/COORDINATION:**

N/A

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**Attachments**

Resolution

Interlocal Agreement

**RESOLUTION R2011-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ESTABLISHING INTERAGENCY LOAN FINANCING FOR RECONSTRUCTION OF THE QUIETWATER BOARDWALK ON PENSACOLA BEACH, FLORIDA; PROVIDING FOR TERMS AND CONDITIONS OF SAID LOAN TO BE SET FORTH BY INTERLOCAL AGREEMENT WITH THE SANTA ROSA ISLAND AUTHORITY; PROVIDING SAID LOAN SERVES AN ESSENTIAL PUBLIC PURPOSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Escambia County, Florida (the "County") and the Santa Rosa Island Authority (the "SRIA") have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, the County and the SRIA are authorized by §163.01, Florida Statutes, et seq., to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, as the governing bodies of the County and Santa Rosa island, they recognize the critical roles they play in the preservation of Pensacola Beach's economic base; and

**WHEREAS**, to that end, the County, pursuant to Interlocal Agreement, shall extend to the SRIA through an interagency loan of up to Two Hundred Thousand Dollars (\$200,000.00) necessary for the repair of Quietwater Boardwalk, a premier tourist attraction on Pensacola Beach ; and

**WHEREAS**, upon consideration, the County finds it both advantageous and appropriate to lend its fiscal resources for this SRIA project; provided, however, that such funds shall be promptly repaid in full pursuant to the terms and conditions set out in the Interlocal Agreement; and

**WHEREAS**, the County has determined that the granting of such a loan to the SRIA serves an essential public purpose as established by law and is in the best interest of the public health, safety and welfare of the citizens of Escambia County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:**

**Section 1.** That the above recitals are true and correct and incorporated herein by reference.

**Section 2.** That the Board of County Commissioners hereby agrees to loan up to two hundred thousand dollars (\$200,000.00) to the SRIA for the repair of the Quietwater Boardwalk, which funds shall be timely repaid to the County.

**Section 3.** That SRIA's rights, responsibilities and duties under such loan are set forth in the Interlocal Agreement attached hereto and incorporated herein by reference.

**Section 4.** That the Board of County Commissioners finds said loan to SRIA serves an essential public purpose as required by the laws of the State of Florida.

**Section 5.** That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

**ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2011.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
Kevin W. White, Chairman

**ATTEST:** Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency:

By: *[Signature]*

Title: HCA

Date: 9/20/11

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND SANTA ROSA ISLAND AUTHORITY ESTABLISHING INTERAGENCY LOAN FINANCING FOR THE RECONSTRUCTION OF THE QUIETWATER BOARDWALK ON PENSACOLA BEACH, FLORIDA**

**THIS AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_ 2011 by and between the Board of County Commissioners of Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the Santa Rosa Island Authority, a dependent Special District of the State of Florida (hereinafter referred to as "SRIA") with administrative offices located at 1 Via DeLuna Drive, Pensacola, Florida 32561 (each being at times referred to as a "party").

**WITNESSETH:**

**WHEREAS**, the County and the SRIA have legal authority to perform general governmental services within their respective jurisdictions; and

**WHEREAS**, the County and the SRIA are authorized by Section 163.01, Florida Statutes, et seq., to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, as the governing bodies of the County and Santa Rosa Island, they recognize the critical roles they play in the preservation of Pensacola Beach's economic base; and

**WHEREAS**, the revival of this prime economic engine of Escambia County is now the paramount goal of the County and the SRIA; and

**WHEREAS**, the County desires that the Quietwater Boardwalk be repaired as soon as possible but recognizes that due to financial constraints, the SRIA does not have readily available funds with which to pay for these repairs; and

**WHEREAS**, the County desires to lend up to two hundred thousand dollars (\$200,000.00) to SRIA that may be used immediately to commence efforts to repair the Quietwater Boardwalk; and

**WHEREAS**, upon consideration, the County finds it advantageous and appropriate to lend its fiscal resources for this SRIA reconstruction project; provided however, that such funds shall be promptly repaid in full to the County as provided below; and

**WHEREAS**, the County has determined that the granting of such a loan to the SRIA serves a public purpose, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County.

**NOW, THEREFORE**, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1**

**PURPOSE**

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 As a part of the rehabilitation of Santa Rosa Island's public infrastructure, the SRIA, in cooperation with the County, shall undertake the repair of the Quietwater Boardwalk.

1.3 To facilitate this project, the County immediately shall lend the SRIA up to two hundred thousand dollars (\$200,000.00) subject to the terms and conditions of this Agreement.

**ARTICLE 2**

**RESPONSIBILITIES OF PARTIES**

2.1 In consideration of the faithful performance by the SRIA of repairing the Quietwater Boardwalk to substantially the same condition and size as previously existed (hereinafter referred to as the "Work"), the County agrees to loan to the SRIA up to two hundred thousand dollars (\$200,000.00) which shall be used to repair the Quietwater Boardwalk on Pensacola Beach.

2.2 The SRIA may be required to present to the County one copy of the architectural drawing of the Boardwalk for review by the County.

2.3 With these funds, the SRIA shall pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, and services of every kind and type necessary to fully perform and complete the Work in a good workmanlike manner.

2.4 The SRIA shall repay this interagency loan as follows: \$100,000.00 shall be paid to County on or before October 1, 2012; and \$100,000.00 shall be paid to County on or before October 1, 2013.

2.5 The SRIA shall NOT be required to pay interest upon the principal amount of this interagency loan.

2.6 It is understood and agreed by the SRIA that said funds for all purposes shall remain exclusively an interagency loan between governments and under no circumstances shall they be considered as a grant or other direct appropriation to the SRIA.

2.7 Failure by SRIA to repay timely this obligation shall result in the Board of County Commissioners decreasing the SRIA 2013-2014 Fiscal Year Budget by any sums not remitted.

**ARTICLE 3**  
**CONTRACT TIME**

3.1 It is anticipated by the parties that the work will be completed within ninety (90) days of the bid award or as soon thereafter as possible.

**ARTICLE 4**  
**METHOD OF PAYMENT**

4.1 Under no circumstances shall the County be obligated to pay or loan to the SRIA more than two hundred thousand dollars (\$200,000.00) for the Work herein unless additional monies have been approved by the Board of County Commissioners and evidenced in the form of a written amendment to this Agreement.

4.2 The said two hundred thousand dollar (\$200,000.00) loan shall be funded according to the conditions in Article 2, and shall be advanced to the SRIA in a single lump sum payment.

4.3 The SRIA shall provide to the County copies of all construction invoices evidencing the cost of the Work. The SRIA also shall provide the County copies of any checks and such other financial or construction documents as the County may reasonably require to verify the Work's actual costs.

4.4 Invoices and Notices to the County will be sent to:

Amy Lovoy	Charles R. "Randy" Oliver
Director of Administrative Services	Escambia County Administrator
P. O. Box 1591	P. O. Box 1591
Pensacola, Florida 32597-1591	Pensacola, Florida 32597-1591
850-595-4960	850-595-4900

4.5 Payments and Notices to the SRIA will be sent to:

Buck Lee  
General Manager  
1 Via de Luna  
Pensacola Beach, FL 32561

**ARTICLE 5**  
**LIABILITY**

5.1 The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The SRIA, as a dependent Special District of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or other tortuous acts which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by such acts or omissions or tortuous acts. Nothing herein is

intended to serve as a waiver of sovereign immunity by the SRIA or the County and nothing herein shall be construed as consent by the SRIA or the County to be sued by third parties in any matter arising out of this Agreement.

**ARTICLE 6**  
**FORCE MAJEURE**

6.1 In the event that performance by the County or the SRIA of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever that is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

**ARTICLE 7**  
**GENERAL PROVISIONS**

7.1 **OWNERSHIP OF DOCUMENTS:**

Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the SRIA in connection with this Agreement are and shall remain the property of the SRIA whether the Work for which they were made is completed or not.

7.2 **TERMINATION:**

This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination; provided, however, this Agreement may not be terminated once the SRIA has (i) entered into the contract for performance of the Work; (ii) incurred any costs or expenses relating to repair or reconstruction of the Quietwater Boardwalk; or (iii) commenced its own efforts to repair or reconstruct the Quietwater Boardwalk.

7.3 **RECORDS:**

(a) The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

(b) The SRIA shall keep such records and accounts and shall require its contractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to the Work. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of the Work performed pursuant to the Agreement.

**7.4 ASSIGNMENT:**

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successor.

**7.5 ALL PRIOR AGREEMENTS SUPERSEDED:**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**7.6 HEADINGS:**

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**7.7 SURVIVAL:**

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

**7.8 GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter that is a subject of this Agreement shall be in the County of Escambia.

**7.9 INTERPRETATIONS:**

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to.



Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns, and in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the SRIA discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the SRIA shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

**7.10 SEVERABILITY:**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

**7.11 FURTHER DOCUMENTS:**

The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

**7.12 NO WAIVER:**

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

**7.13 RISK OF LOSS:**

During the reconstruction of the Work, the SRIA shall ensure the contractor shall bear the risk of loss during the Boardwalk's reconstruction. The County reserves the right to review the contractor's construction contract if one is used to rebuild the work.

**7.14 EFFECTIVE DATE:**

This Agreement after being properly executed by the parties named herein shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. Escambia County shall be responsible for filing this document in the Office of the Clerk of the Circuit Court upon receipt of the executed Agreement from the SRIA.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_ 2011, and Santa Rosa Island Authority, by and through its General Manager, duly authorized to execute same by the Santa Rosa Island Authority Board of Directors on the \_\_\_ day of \_\_\_\_\_ 2011.

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Kevin W. White, Chairman

**ATTEST:** Ernie Lee Magaha  
Clerk of the Circuit Court

\_\_\_\_\_  
Deputy Clerk  
(SEAL)

**SANTA ROSA ISLAND AUTHORITY**, a dependent Special District of the State of Florida, acting by and through its duly authorized Board of Directors.

By: \_\_\_\_\_  
Buck Lee, General Manager

**ATTEST:**  
  
\_\_\_\_\_  
Secretary

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: ACF  
Date: 4/22/11



**BOARD OF COUNTY COMMISSIONERS**  
Escambia County, Florida

**Joint SRIA - BCC Meeting**

**Item #: 10.**

**Meeting Date:** 10/04/2011

**Issue:** Santa Rosa Island MSBU to MSTU

**From:** Grover Robinson, District IV Commissioner

**Organization:** Board of County Commissioners

**CAO Approval:**

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**RECOMMENDATION:**

Discuss Possible Change from Municipal Services Benefit Unit to Municipal Services Taxing Unit to Fund Law Enforcement

**BACKGROUND:**

**BUDGETARY IMPACT:**

**LEGAL CONSIDERATIONS/SIGN-OFF:**

**PERSONNEL:**

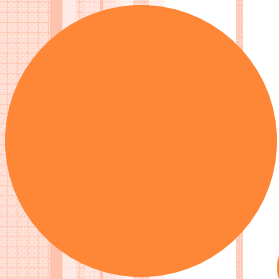
**POLICY/REQUIREMENT FOR BOARD ACTION:**

**IMPLEMENTATION/COORDINATION:**

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**Attachments**

SRIA MSBU to MSTU Presentation



# **SANTA ROSA ISLAND**

**MSBU to MSTU Comparison**

## RESIDENTIAL COMPARISON

- All residential units on Santa Rosa Island pay the same MSBU assessment - \$212.12
- Of this \$1.50 is the mosquito control portion. The remainder is for law enforcement.
- The breakeven in the MSBU to MSTU conversion is \$309,664. If the taxable value of a parcel is less than this, the owner will pay less under the MSTU than under the MSBU.
- There are about 3,408 residential MSBU assessments and about 60% of the properties are below this breakeven point. This percentage is likely to increase as more residential owners apply for and receive their homestead exemptions.



# COMMERCIAL COMPARISON

- Commercial units on Santa Rosa Island pay on a scale based on the number of “trips” for the type of business. These rates are as follows:
  - < 11 Trips = \$58.39
  - 11 to 50 trips = \$162..04
  - 51 to 100 trips = \$387.09
  - 101 to 250 trips = \$939.65
  - 251 to 350 trips = \$1,599.79
  - 351 to 525 trips = \$2,412.67
  - > 525 trips = \$7,639.10
- Of these amounts \$1.50 is the mosquito control portion. The remainder is for law enforcement.
- Using a sample of 23 commercial units, the average MSTU tax was about \$1,032 while the average MSBU assessment for the same parcel was \$4,190.
- Of the sample 96% would pay less in property taxes than in MSBU assessments. The average difference was about \$3,159 annually.



## NOTES ON THE ANALYSIS

- Data to calculate the MSBU assessment (as well as to calculate lease payments) is managed by the Santa Rosa Island Authority.
- Parcel data as well as information related to the taxable value of a parcel is managed by the Property Appraiser.
- Especially for commercial properties there are often several leases and MSBU assessments associated with a single parcel from the Property Appraiser.
- There are also instances of a single lease and MSBU assessment for multiple parcels.

