



**AGENDA
COMMITTEE OF THE WHOLE WORKSHOP
BOARD OF COUNTY COMMISSIONERS**

**Board Chambers
Suite 100
Escambia County Government Complex
221 Palafox Place**

**May 8, 2008
9:00 a.m.**

1. Call to Order

(PLEASE TURN YOUR CELL PHONE TO THE SILENCE OR OFF SETTING.)

2. Was the meeting properly advertised?
3. Florida Sterling Council – Region One Team Showcase Presentation
(Jeff Bohannon – 10 min)
 - A. Discussion
 - B. Board direction
4. ECAT Citizens' Advisory Report
(Scott Remington – 30 min)
 - A. Discussion
 - B. Board direction
5. Topics for Joint City-County Meeting – May 27, 2008
(Bob McLaughlin – 10 min)
 - A. Discussion
 - B. Board direction
6. Regional Conflict Committee
(Jeffrey E. Lewis – 10 min)
 - A. Discussion
 - B. Board direction

7. Facade Policy Revisions
(Keith Wilkins – 10 min)
 - A. Discussion
 - B. Board direction

8. Scenic Highway Land Swap
(Keith Wilkins – 10 min)
 - A. Discussion
 - B. Board direction

9. Tow Truck Ordinance
(Alison Rogers – 10 min)
 - A. Discussion
 - B. Board direction

10. Civil Air Patrol Memorandum of Understanding
(George Schaefer / Comr. Kevin White – 15 min)
 - A. Discussion
 - B. Board direction

11. Escambia River Muzzleloaders Update
(Kevin Briski – 10 min)
 - A. Discussion
 - B. Board direction

12. Consolidation Plan Fire Services / Volunteer Fire Department Status Report
(Ken Perkins / Robbie Whitfield – 15 min)
 - A. Discussion
 - B. Board direction

13. 4th Cent Tourist Development Tax Status Report
(Amy Lovoy – 10 min)
 - A. Discussion
 - B. Board direction

14. Status of Civic Center
(Amy Lovoy – 15 min)
 - A. Discussion
 - B. Board direction

15. Fencing Ordinance
(Lloyd Kerr – 10 min)
 - A. Discussion
 - B. Board direction

16. Perdido Key Cap Removal Update
(Bob McLaughlin – 15 min)
 - A. Discussion
 - B. Board direction

17. Adjourn

DRAFT 5/5/08
JOINT MEETING OF THE
ESCAMBIA COUNTY BOARD OF COMMISSIONERS
AND THE
PENSACOLA CITY COUNCIL
Tuesday, May 27, 2008 – 4:00 p.m.
Hagler Mason Conference Room
Second Floor, City Hall



CITY COUNCIL

John R. Fogg, Chair
John Jerrals, Vice Chair
Jewel Cannada-Wynn
Mike DeSorbo
Marty Donovan
Sam Hall
John W. Nobles
Ronald P. Townsend
Michael C. Wiggins
P. C. Wu



COUNTY COMMISSIONERS

Mike Whitehead, Chair
Gene Valentino, Vice Chair
Marie Young
Grover Robinson
Kevin White

AGENDA ITEMS

1. Opening Remarks – Mayor Fogg
2. Opening Remarks – Chairman Whitehead
3. Wayside Park and Concession Building
 - County to Lease it
 - Operate it as Part of the Fishing Bridge
4. Wellness
 - Use of City Registered Nurse and Doctor
5. Stormwater Management
 - Better Coordination
6. Fair Housing
 - Need for a Local Hearing Office

7. Animal Control
 - City's Portion of the Budget
8. Regional Transportation Finance Authority – Comr. Valentino
9. ECAT Citizen Advisory Group – Comr. Valentino
10. West Florida Regional Library Services/Facilities
 - New Centrally Located Library
 - Construction
 - Operation and Maintenance
 - New
 - Old
 - Molino School
 - Total Operation and Maintenance for All Locations
11. Adjourn

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs, and activities. Please call 435-1606 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested services.

ALISON PERDUE ROGERS
INTERIM COUNTY ATTORNEY
BOARD CERTIFIED CITY, COUNTY, AND
LOCAL GOVERNMENT LAW

CHARLES V. PEPPER
CHIEF LITIGATION ATTORNEY
BOARD CERTIFIED CIVIL TRIAL ATTORNEY

STEPHEN WEST
ASSISTANT COUNTY ATTORNEY
BOARD CERTIFIED REAL ESTATE LAW

RYAN ROSS
ASSISTANT COUNTY ATTORNEY

FRED H. WAGNER
ASSISTANT COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY

221 PALAFOX PLACE, SUITE 430
PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970
TELEFAX: (850) 595-4979



April 9, 2008

Jeffrey E. Lewis
Regional Counsel
Office of Criminal Conflict & Civil
Regional Counsel, 1st DCA Region
223 Palafox Plaza, 3rd Floor
Pensacola, FL 32502

Re: Funding for the Regional Conflict Counsel Office

Dear Mr. Lewis:

The purpose of this letter is to memorialize Escambia County's position regarding funding for the Regional Conflict Counsel Office. I understand the Florida Supreme Court recently upheld the creation of the office as constitutional. However, we have discussed that the opinion does not address how the office is funded.

Clearly, the Regional Conflict Counsel serves an important function for the smooth operation of the court system. Further, the amendment to §29.00B, Fla. Stat. does state that the counties are responsible for certain funding of the office. Thus, the County has voluntarily supplied space in the old courthouse building and some incidental resources for you and your office. These items include maintenance, custodial, utilities, security and telephone expenses. *However, these actions in no way reflect acquiescence that the County is legally or constitutionally responsible for supplying space or any other funding for the Regional Conflict Counsel.* In fact, the Florida Association of Counties and some individual counties are planning a legal challenge on the funding issue, asserting that the counties are not responsible for funding the Regional Conflict Counsel and the respective office space, communications, security and the like. Escambia County will be following this legal action with interest.

Therefore, Escambia County will continue to supply space but we do not waive our legal argument that to do so is not our legal responsibility.

I appreciate your continued professionalism during this time. To date, you have been courteous and patient as these issues have unfolded. You may call or stop in anytime to discuss these issues.

Warm regards,

A handwritten signature in black ink, appearing to be "Alison P. Rogers", written over a horizontal line.

Alison P. Rogers
County Attorney

APR/ds

cc: Robert R. McLaughlin, County Administrator
Amy Lovoy, Budget Manager
David Wheeler, Director, Facilities Management

FAC. MANGT.

10 APR '08 AM9:39

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



John F. Hartman
Director

FACILITIES MANAGEMENT DEPARTMENT
100 E. Blount Street
Pensacola, FL 32501

MEMORANDUM

FMA-065

TO: Escambia County Board of Commissioners
FROM: David W. Wheeler, CFM, Interim Director *DWW*
DATE: September 21, 2007
SUBJECT: Estimated Cost for the Regional Conflict Council Space

At the Committee of the Whole meeting on September 18, 2007, the Board requested Facilities Management provide an estimated cost for providing space for the Regional Conflict Council.

The Regional Conflict Council will be housed on the 3rd floor of the Old County Courthouse and will be occupying approximately 3,513 sq. ft. of space. Below is a breakdown of estimated costs.

Services	Square Foot	Cost per Square Ft	Yearly Cost
Maintenance	3,513	\$1.70	\$5,972
Custodial	3,513	\$1.50	\$5,270
Utilities	3,513	\$2.55	\$8,958
Security	3,513	\$0.45	\$1,581
Other Service Telephones	# of Phone Lines 6	Cost Per Phone \$400	Yearly Cost \$2,400
Total Estimated Yearly Cost			\$24,181

DWW/kem

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TELEPHONE: (850) 595-3190 FAX: (850) 595-4668 SUNCOM: 695-3190

C/W #6



THE COUNTY OF ESCAMBIA
PENSACOLA, FLORIDA

SCENIC HIGHWAY LAND SWAP

Macky Bay Development Company (MBDC) desires to trade property owned by Escambia County located in the 9200 block of Scenic Highway for a similar sized property located at 9250 Scenic Highway (2 parcels south of the County parcel). The purpose of the trade is to facilitate development by MBDC at 9310 Scenic Highway and would include the County's existing parcel.

- MBDC would retain ownership of the first 25' of Scenic Highway frontage and provide an access easement to the County across the entire frontage.
- MBDC will request an access easement from the County east of the bluff for ingress and egress to adjacent MBDC property to the South.
- If the Board considers this request, MBDC will obtain appraisals to determine values of the two parcels.
 - MBDC would offer cash payment or other consideration for any difference in appraised values.

Previous Discussions

- C/W 1-17-08 MBDC proposed a land swap and suggested property located in the 8700 block of Scenic Highway. This proposal was withdrawn by the applicant.
- C/W 3-13-08 MBDC requested the Board consider surplus of the subject property. This request was not accepted by the Board.

Attachment: Power Point presentation "Proposed Scenic Highway Property Exchange"

H/NESD/NESD/BCC Recommendations/EQD/Scenic Highway Land Swap 5.8.08.doc

Proposed Scenic Highway Property Exchange

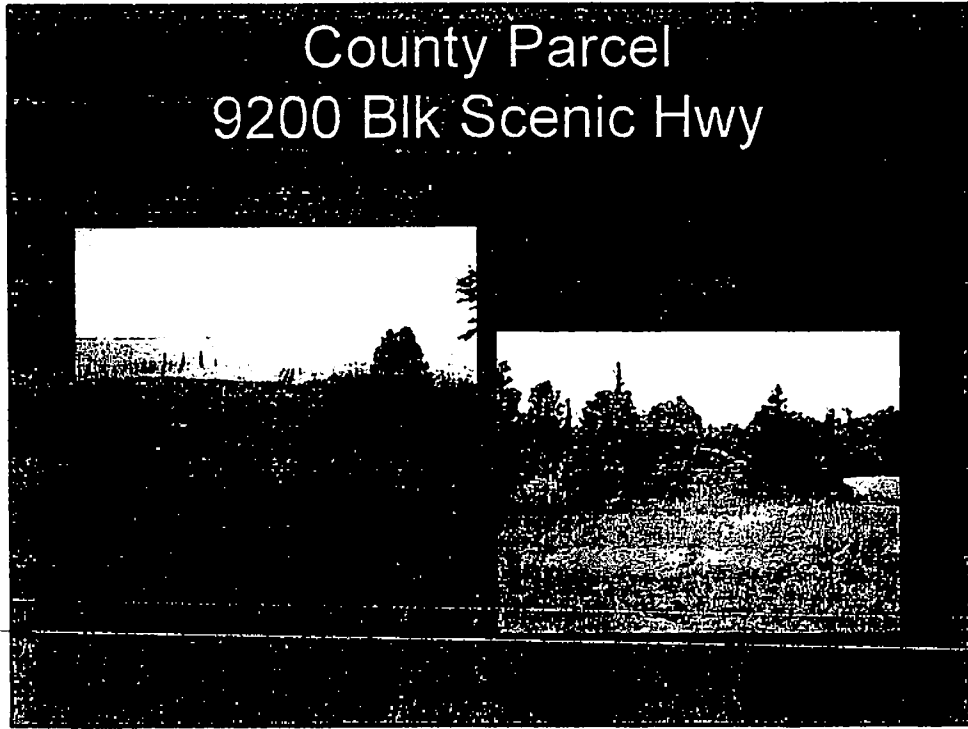
Escambia County
Neighborhood and Environmental Services

May 8, 2008



Overview

- Vicinity Map
- County Parcel
- Macky Bay Development Parcel
- Board Discussion/Direction

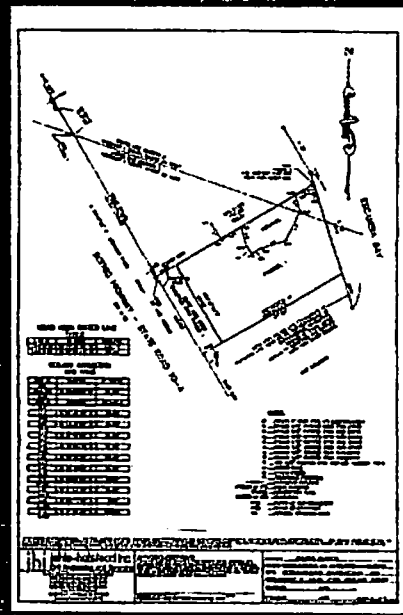


Macky Bluff Property 9250 Scenic Hwy



Macky Bay Tract Discussion

- Similar Sized Tract
- Wetlands
- Frontage retained by MBDC
- 25' access easement to be granted along entire frontage
- Paved driveway (poor condition)



Discussion / Direction

Escambia County
Neighborhood and Environmental Services

May 8, 2008



May 1, 2008

Timothy Day
Environmental Analyst
Escambia County
Neighborhood and Environmental Services Department
Environmental Quality Division
1190 Leonard Street
Pensacola, FL 32501

RE: Land Swap - Scenic Highway

Mr. Day:

As we have discussed we would like to trade a portion of our property at 9250 Scenic Highway, for your 100 foot parcel to the north identified as 021S292011000000. Our property at 9250 Scenic Highway is approximately 100 feet wide as well. The property has an improved driveway that the County can use to access this parcel that extends down to the waterfront.

As you are aware, we own the parcel to the north and south of the County's current property, along with approximately 1850 feet south of the 9250 Scenic Parcel. We wish to put our development on the property located at 9310 Scenic and the County's existing parcel.

In response to the changing needs of society, we are seeking to build a LEEDS (Green) certified project on the site, that should please the local residents and the Emerald Coastkeepers group. In order to comply with as many of the requirements as we can, we wish to keep all of our property contiguous, to include as the base acreage for the project. If the County allows us to build our project, then we intend to keep the remainder of the property as open greenspace for the future.

For that reason we are withholding the front 25 feet of the proposed swapped lot at 9250 Scenic. We will give you an easement across the entire 25 feet of the remainder portion of property. This includes the driveway leading down to 9250 Scenic. We will then need an easement across your new property in order to access our southern parcel, over the same driveway.

For any difference in appraised value, we will pay the extra boot to the County, or whatever is available within the law.

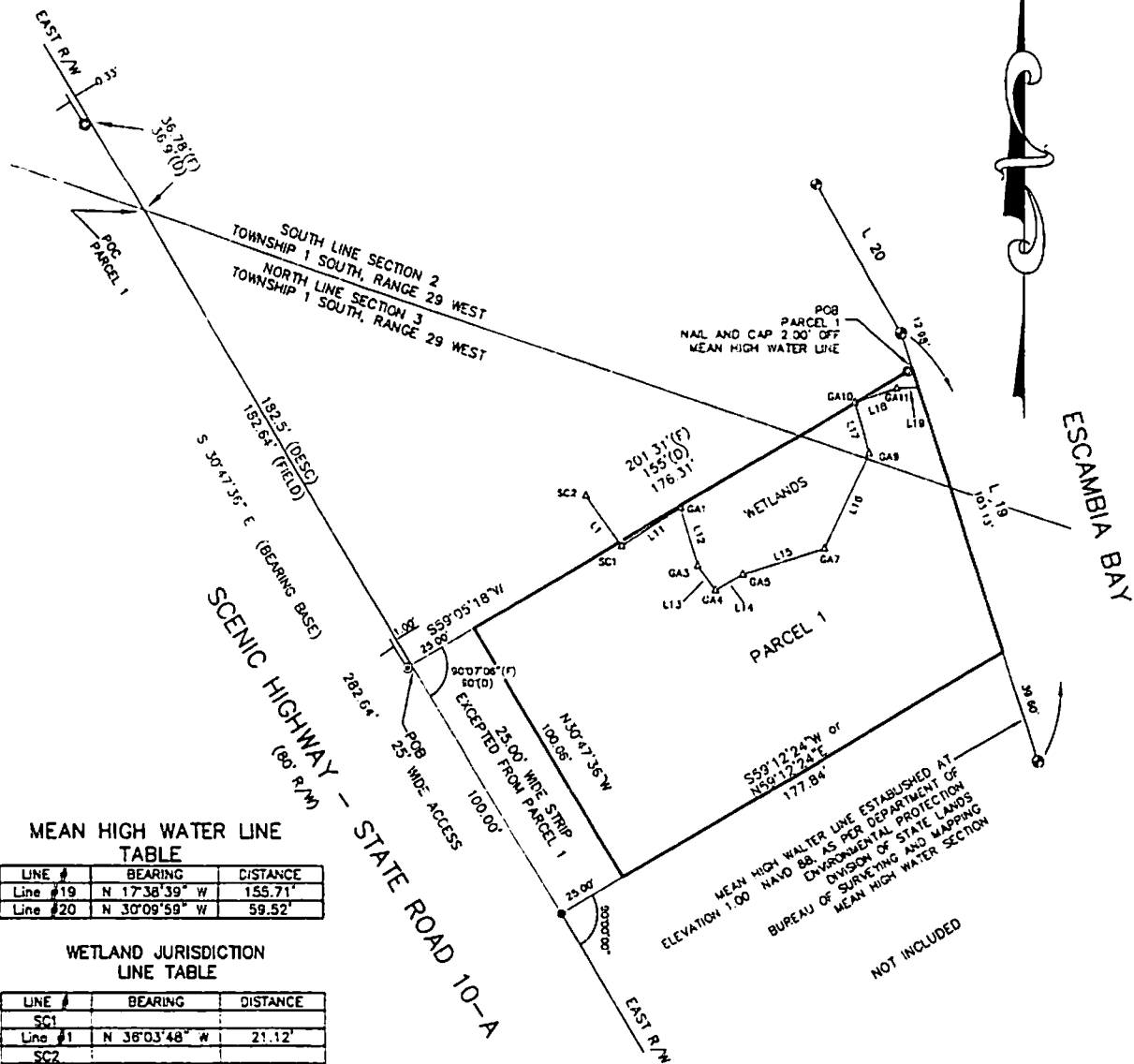
Thank you for your consideration,

Jeff L. Taggart

Jeff Taggart

General Manager

Macky Bay Development Company



MEAN HIGH WATER LINE TABLE

LINE #	BEARING	DISTANCE
Line #19	N 17°38'39" W	155.71'
Line #20	N 30°09'59" W	59.52'

WETLAND JURISDICTION LINE TABLE

LINE #	BEARING	DISTANCE
SC1		
Line #1	N 36°03'48" W	21.12'
SC2		
LINE #	BEARING	DISTANCE
SC1		
L11	N 57°15'19" E	24.48'
GA1		
L12	S 16°33'04" E	20.73'
GA3		
L13	S 35°29'09" E	10.40'
GA4		
L14	N 59°23'36" E	10.83'
GA5		
L15	N 71°54'28" E	29.34'
GA7		
L16	N 25°46'53" E	36.27'
GA9		
L17	N 18°05'23" W	18.53'
GA10		
L18	N 71°12'19" E	15.48'
GA11		
L19	N 87°15'38" E	7.50'
MHWL		
L20	S 17°38'39" E	103.82'
GA14		

LEGEND

- ⊙ FOUND 1" IRON PIPE NO IDENTIFICATION
- ⊕ FOUND 1/2" CAPPED IRON ROD #1748
- ⊕ FOUND 1/2" CAPPED IRON ROD #6112
- ⊕ FOUND 1/2" CAPPED IRON ROD #4882
- ⊕ FOUND 1/2" CAPPED IRON ROD #2489
- ⊕ FOUND 1/2" CAPPED IRON ROD #7107
- ⊕ FOUND 1/2" CAPPED IRON ROD #6879
- ⊕ FOUND 1/2" CAPPED IRON ROD #6879
- ⊕ SET 1/2" CAPPED IRON ROD L.B. NUMBER 7483
- ⊕ POWER POLE
- ⊕ WATER METER
- ⊕ TELEPHONE PEDESTAL
- O — OVERHEAD UTILITIES
- (FIELD) or (F) FIELD MEASURE
- (PLAT) DESCRIPTION CALL
- (DESC) or (D) PLAT CALL
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- OR OFFICIAL RECORDS BOOK

NOTE: UNLESS STATED OTHERWISE, NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. UNDERGROUND FOOTINGS OF BUILDINGS AND THE CABLE OVERHEADS THEREOF WERE NOT LOCATED. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

jhi jehle-halstead, inc.
Civil Engineering and Surveying

48 East Chase Street • Pensacola, Florida 32502
(850) 434-0059 • Fax (850) 434-3929
5414 Highway 90 • Ponce, Florida 32571
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SURVEYORS CERTIFICATE:
I CERTIFY THAT THE SURVEY SHOWN HEREON TO BE CORRECT AND COMPLIED WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN GARY RUTAN _____ DATE _____
PROFESSIONAL LAND SURVEYOR, LICENSE NO. 4229

PROJECT: MACKY BLUFFS

COUNTY: ESCAMBA JOB NO. 07-5003 DATE 01/11/07

TYPE: BOUNDARY SURVEY BY: SCR

FIELD BK/PAGE: 9 82-70 TC/SS FIELD DATE: 2/27/07

REVISIONS: _____ DATE: _____

REVISIONS: _____ DATE: _____ SHEET 1 OF 2

CAP MOU Registration No. _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CIVIL AIR PATROL BY THE FLORIDA WING
AND
ESCAMBIA COUNTY BOARD OF COMMISSIONERS**

1. **Purpose.** The Escambia County Board of Commissioners (ECBCC) and Civil Air Patrol (CAP) wish to utilize the services of CAP and its volunteers for the public good. This memorandum of understanding (MOU) describes the procedures by which ECBCC may request CAP mission support as well as the terms under which missions are authorized, performed, and reimbursed. The memorandum does not, in and of itself, create any legal obligations among the parties or signatories. All previous MOU(s) between CAP and ECBCC are superseded by this agreement. *NOTE: No Counterdrug (CD) missions are authorized by this MOU.*

2. **Parties.** This MOU is between CAP, through its Florida Wing and ECBCC.

a. **Civil Air Patrol.** CAP is a federally chartered charitable non-profit corporation. (36 U.S.C. §§40301-40307.) Missions flown under this MOU are "corporate missions." Although CAP is not a government agency or military service, it acts as a volunteer civilian auxiliary of the United States Air Force (USAF) when the services of CAP are used by any department or agency in any branch of the Federal Government. Only the United States Air Force (USAF) can assign "Air Force Assigned Missions" (AFAMs.) See Attachment AF for a discussion of CAP's status and missions as the Air Force Auxiliary (10 U.S.C. §§9441, 9442) and procedures to request "Air Force assigned missions" (or AFAMs.)

(1) **Florida Wing, CAP.** Florida Wing is an administrative subdivision of CAP and not a separate legal entity from CAP. The Florida Wing Commander is a CAP corporate officer. CAP is generally organized along geographic lines and Florida Wing's jurisdiction is defined by the boundaries of the state. Missions under this MOU will be performed by Florida Wing. Contact information is included as Attachment B. (The parties may update Attachment B unilaterally by e-mail or other writing.)

(2) **CAP Members.** CAP members are volunteers in public service. Members pay an annual membership fee to join and participate in CAP. "Members," as volunteers are not "employees." Although CAP may have employees in the state, their duties as employees are administrative in nature and do not include participating in CAP missions. Florida Wing may use CAP members of units from outside of Florida Wing or Florida to perform missions under this MOU. All CAP members shall be deemed members of Florida Wing while performing missions under this MOU and entitled to benefits of such membership that arise under this MOU.

(3) CAP-USAF. The United States and Civil Air Patrol - United States Air Force (CAP-USAF) are not a party to this agreement. (See Attachment AF.)

b. Escambia County Board of Commissioners.

(1) **The Escambia County Emergency Services.** The Escambia County Board of Commissioners, through its Escambia County Emergency Services (ECES), provides the coordination of emergency services within Escambia County including incorporated areas. This includes the selection and utilization of various resources and organizations capable of rendering services. Under Chapter 252 of the *Florida Statutes*, the Escambia County Commissioners, through ECES, also coordinates the relief activities of both public and private relief or disaster assistance organizations that agree to volunteer their services under the direction and guidance of Escambia County authorities. Escambia County may utilize personnel and facilities of Florida Wing CAP for relief or disaster assistance organizations, churches, temples and synagogues in the distribution of food, relief supplies, medicines and other items and temporary shelters as part of the restoration or reconstruction of community services and essential facilities when deemed necessary. (ECES contact information is found in Attachment B.)

(2) **Other State or Local Agencies.** N/A

(3) **Escambia County Board of Commissioners - Florida Wing Relationship.** There is no statutory relationship between Escambia County Commissioners and the Florida Wing CAP.

3. CAP Mission Capabilities & Limitations.

a. Capabilities.

(1) **Objectives.** CAP provides an organization of private citizens equipped to respond to local and national emergencies and to serve the public welfare. (36 U.S.C. §40302). CAP can quickly organize large numbers of highly trained volunteers with ready access to up-to-date equipment to provide cost effective support to government agencies.

(2) **Operations.** Florida Wing CAP assistance to ECBCB may include, and is not limited to: aerial missions such as reconnaissance to search for victims, damage assessments, or environmental surveys utilizing visual, photographic, digital, and video techniques; airborne communications support; and airlift (subject to regulatory restrictions discussed in paragraphs 3b and 5g and 5h below). Other support may include: manual labor (e.g. filling sandbags for flood control); radio communications; and ground teams (typically used in search and rescue (SAR) missions). Ground teams are prohibited from participating in CD or other law enforcement missions.

b. Limitations.

(1) Priority of Missions. ECBCC understands and acknowledges that the USAF may withdraw CAP from missions in progress under this MOU when necessary to pursue higher priority missions. This is because CAP is the official auxiliary of the Air Force, and there is a priority for employing CAP resources which may affect availability of support to state and local authorities. Priority for utilizing CAP resources is as follows: first, USAF, then other DoD departments and agencies, other Federal departments and agencies, state agencies, and finally, local agencies.

(2) Law. CAP does not have any special exemption from civil or criminal law. Nothing in this agreement shall be read to require any party or signatory to act in violation of the law or applicable regulations. Furthermore, none of the provisions in this MOU is intended to conflict with applicable laws, regulations, or directives governing CAP missions/activities, including but not limited to those discussed below.

(a) Federal Aviation Regulations. Civil Air Patrol pilots, most of whom are private pilots, are required to comply with Federal Aviation Regulations (FARs.) The FARs may prohibit private pilots from flying some of the missions (including transport missions except for certain exceptions) contemplated by this MOU. (See Attachment C, CAP Missions and Pilot Limitations.)

(b) Assistance to Law Enforcement. CAP regulations limit assistance to law enforcement agencies to "passive assistance."

CAP members may not be deputized nor may they take an active part in arrest or detention activities and have no authority to restrict persons by means of force, active or implied.

a. CAP assistance to law enforcement agencies which may lead to criminal prosecution is restricted to patrol, reconnaissance, and reporting only. Requests for such assistance, unless of an emergency nature, must be approved in advance by the Wing and Region Commanders and coordinated with [the National Operations Center (NOC) at 888.211.1812 or opscenter@cap.gov.] All CAP flights will be in accordance with CAPR 60-1. (CAPR 900-3 paragraph 3a.)

(c) CAP Directives. CAP missions and activities are also limited by CAP regulations. CAP personnel are required to comply with CAP regulations. Failure of CAP members to comply with applicable regulations may result in administrative action. (See References below.)

(3) Risk Management. CAP is an organization of non-paid volunteer citizens. As such, CAP members may decline to participate in missions or discontinue missions at any time. Additionally, CAP may decline or suspend CAP missions for any reason, including but not limited to safety, risk, and liability concerns.

4. **Emergencies.** For emergency missions in which (a) life or property is in imminent peril and (b) local resources are inadequate, please see Attachment AF for criteria and procedures for requesting an AFAM.

5. **Requesting Missions - In General.** Any and all mission requests may be submitted to the NOC at 888.211.1812 or opscenter@cap.gov. Reimbursement will be made in accordance with this paragraph and paragraph 7. Corporate missions may include, but are not limited to:

a. **Air and Ground Search and Rescue (SAR) Operations.** See Attachment AF regarding requests for air and ground SAR operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

b. **Mercy Missions.** Mercy missions refer to the transport of blood, organs, serum, and medical equipment necessary to relieve a specific time-critical, life-threatening situation where commercial transportation is unavailable. For more information on how to request a Mercy mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

c. **Disaster Mitigation and Relief (DR) Operations.** DR missions relate to assistance needed for major disasters or emergencies (including all natural and man-made disasters such as hurricanes, floods, tornados, major storms, earthquakes, oil spills or other environmental disasters). See Attachment AF regarding requests for DR missions... If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

d. **SAR/DR Training Missions.** See Attachment AF regarding requests for air and ground SAR/DR Training Missions. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

e. **Homeland Security (HLS).** See Attachment AF regarding requests for Homeland Security operations. If the Air Force declines to accept the mission, CAP may nevertheless accept the mission as a corporate mission.

f. **Aerial Reconnaissance of Ground Conditions and Surface Traffic for ECBCC.** This may include visual or photographic reconnaissance of wildlife, land, forests, roadways and waterways, etc. (Note: in the event of an "environmental disaster," ECBCC may be able to request an AFAM in accordance with Attachment AF). Participation of ECBCC personnel in these aerial reconnaissance missions is discussed in paragraph 5g below.

g. **Agency Crewmembers.** ECBCC may request CAP aircraft and aircrew as an aerial platform from which ECBCC officials may perform "aerial work," as "crew members." "Aerial work" includes missions such as aerial reconnaissance of ground conditions (discussed in paragraph 5f above) or operation of an airborne repeater. ECBCC officials may be authorized to fly aboard CAP aircraft in accordance with CAPR

60-1, *CAP Flight Management*. ECBCC officials performing aerial work or duty in the aircraft during flight are crewmembers and not “passengers.” (14 C.F.R. §119.1(e) (4).)

h. Air Transportation of Cargo and Passengers. Air transport of cargo and/or passengers on corporate missions shall be in accordance with subparagraphs (1) and (2) below. Such missions shall be performed without reimbursement or payment of any kind from sources outside of CAP due to FAA restrictions. (Note: Transport missions may be funded by the CAP pilot or Florida Wing CAP but such missions may be limited due to availability of funding):

(1) Human Organs, Tissues, and Medical Supplies. CAP may perform missions to transport organs, tissues, medical supplies at request of ECBCC for humanitarian reasons without accepting reimbursement or payment of any kind from outside sources.

(2) ECBCC Officials/Other Non-CAP Passengers. CAP may transport ECBCC officials and other non-CAP passengers approved in accordance with CAPR 60-1, paragraph 2-6.

6. Command, Control, Coordination and Cooperation:

a. Immediate command and control over all CAP resources and personnel employed in accordance with this MOU shall rest with CAP at all times. Mutual consent should be the norm; nevertheless, any party to this agreement may suspend or terminate CAP missions conducted pursuant to this MOU without cause.

b. Both Florida Wing CAP and ECBCC agree to maintain continual and effective communication and coordination to facilitate the training necessary for effective CAP participation with ECES personnel in disaster relief missions.

7. Reimbursement. Reimbursement to Florida Wing for missions will be as follows:

a. Reimbursement for Corporate Missions. When ECBCC reimbursement is required by Florida Wing for missions performed under this MOU, such reimbursement shall be limited to the rates established in the current Civil Air Patrol Regulation 173-3, *Payment for Civil Air Patrol Support* Attachment 1 (a copy of which is provided as Attachment D and incorporated herein by reference) The parties agree that Attachment D, as revised from time to time by Civil Air Patrol and approved by CAP-USAF and the FAA, will be the basis for determining reimbursement. (Updates to Attachment D will be available online. Contact gc@cap.gov.) Additionally, aircraft and automobile fuel and oil will be reimbursed at actual cost.

b. Restrictions on Billing. Dual payment/compensation or double billing is prohibited and may not be requested or accepted. For example, if Florida Wing receives or is offered state funds for aircraft operating expenses (fuel, oil, maintenance), Florida Wing

may not seek or accept reimbursement for the same expense from CAP National Headquarters, or from any other source (i.e. another federal agency).

8. Liabilities: Insurance, Workers Compensation & Related Matters.

a. State Protections. There are no Florida benefits afforded CAP and its members such as workers compensation or liability protection. CAP third party liability and personal injury coverage available to the corporation and its members are generally outlined in CAP Regulation 900-5.

b. CAP Protections. In addition to protections afforded in paragraph 8a above (if any), CAP and its members are protected by liability insurance policies as well as member benefits described in CAP Regulation 900-5, *Civil Air Patrol Insurance/Benefits Program* and 112-10, *Indemnification*.

c. No Federal Protections. CAP and its members are not deemed to be instrumentalities of the United States while performing corporate missions. Therefore, Federal Tort Claims Act (FTCA) (10 U.S.C. 9442(b) (2); 28 U.S.C. 2671 *et. seq.*) and Federal Employees Compensation Act (FECA) (5 U.S.C. 8151) do not apply.

d. Indemnification. CAP shall indemnify, defend and hold Escambia County harmless from and against all claims, losses, liabilities, damages, costs and expenses including reasonable attorneys' fees, costs and expenses arising from any negligence or willful misconduct of CAP's agents, employees, or contractors in or about Escambia County arising from any emergency operations or flights. Nothing herein is intended to serve as a waiver of sovereign immunity by the County.

9. Air Force Provisions.

a. The subject MOU is between CAP Corporation and ECBCC and is not an agreement with CAP as the Air Force Auxiliary.

b. The United States Air Force has priority in the use of CAP equipment bought with appropriated funds. The priority for utilizing CAP resources is: (1) USAF; (2) Other DoD departments and agencies; (3) other Federal departments and agencies; (4) State agencies; and (5) Local agencies.

c. CAP volunteers flying missions under this MOU are not eligible for FTCA or FECA benefits.

d. No Air Force Assigned Missions (AFAM) will be assigned pursuant to this MOU.

e. Missions flown and funded under this MOU are not eligible for payment or reimbursement from the federal government.

10. Effective Date, Term, Termination, and Approval Provisions.

a. Effective Date. The terms of this MOU will become effective as of the date signed by both parties.

b. Term. This MOU shall be effective for a period of five years from its effective date.

c. Amendment. This MOU embodies the entire terms and understanding of the parties and no other agreements exist between the parties except for those expressly stated herein, to include attachments cited below and executed by the parties. This MOU may be amended by written notice of either party, which expressly identifies itself as a part of this agreement and is signed by an authorized representative of each of the parties. Air Force provisions in this MOU are not subject to amendment or revision by either party. (See paragraph 9 and Attachment AF.)

d. Termination. The parties may terminate this MOU at any time upon sixty-day (60) day advance written notice of termination signed by their designated representatives. Copies of the termination notice shall be mailed to the designated representatives of each of the parties at addresses shown below. (See Attachment B and the addresses below).

National Headquarters, Civil Air Patrol
Attention: DO
105 So. Hansell Street
Maxwell AFB, AL 36112

Escambia County Board of County
Commissioners
Attn: Chairman
221 Palafox Place, 32502
Pensacola, Florida 32502

IN WITNESS WHEREOF, this MOU has been executed by the parties herein:

Civil Air Patrol

**State of Florida, Escambia County
Board of County Commissioners**

by _____
Christain Moersch
Colonel, CAP
Florida Wing Commander

Dated: _____

by _____
Chairman, ECBCC: Dated: 13Feb2007

Attachments:

- AF Untitled AF Involvement Attachment
- B Contact Information
- C Table: CAP Missions and Pilot Limitations
- D CAP Regulation 173-3, *Payment for Civil Air Patrol Support*, Attachment 1, Reimbursement Rates
- E State Protections Afforded CAP & Members [If none, strike out and initial.]

References:

Hotlinks to online sources for these citations can be found at [pending.]

United States Code <http://uscode.house.gov/usc.htm>

10 U.S.C. §§ 9441 - 9448, (Organization and Management of Civil Air Patrol)

36 U.S.C. §§40301 – 40307, *Civil Air Patrol*

Code of Federal Regulations <http://www.gpoaccess.gov/cfr/index.html>

14 C.F.R. §119.1, *Applicability* [of common carrier regulations]

CAP Publications <http://cap.globalreach.com/index.cfm?nodeID=5285>

CAP Regulations - 60 series including:

CAP Regulation 60-1, *Flight Management*

CAP Regulation 60-3, *CAP Emergency Services Training and Operational Missions*

CAP Regulation 112-10, *Indemnification*

CAP Regulation 173-3, *Payment for Civil Air Patrol Support**

CAP Regulation 900-3, *Firearms - Assistance to Law Enforcement Officials*

CAP Regulation 900-5, *Civil Air Patrol Insurance/Benefits Program*

Attachment AF
AIR FORCE ASSIGNED MISSIONS

1. The following are potential Air Force Assigned Missions (AFAM):

a. Air and Ground Search and Rescue (SAR) Operations. CAP, as the Air Force Auxiliary performs SAR missions to search for, locate, and relieve a distress situation, including overdue aircraft, emergency locator transmitters (ELT's), and persons in distress. For more information on how to request an AFAM SAR mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

b. Mercy Missions. Mercy missions refer to the transport of blood, organs, serum, and medical equipment necessary to relieve a specific time-critical, life-threatening situation where commercial transportation is unavailable. For more information on how to request a Mercy mission, contact the Air Force Rescue Coordination Center (AFRCC) at 800-851-3051.

c. Disaster Mitigation and Relief (DR) Operations. DR missions relate to assistance needed for major disasters or emergencies (including all natural and man-made disasters such as hurricanes, floods, tornados, major storms, earthquakes, oil spills or other environmental disasters). For more information on how to request a Disaster Mitigation and Relief mission, contact the Air Force National Security Emergency Preparedness (AFNSEP) duty officer at 800-366-0051.

d. SAR/DR Training Missions. SAR/DR training missions are joint training missions with CAP and the State Agency. For more information on how to request a SAR/DR training mission contact the appropriate State Director. (See attachment B – Contact Information).

e. Homeland Security (HLS). Department of Defense and Air Force policy on HLS missions CAP may be tasked to perform in support of civil authorities is still evolving. For more information on how to request a Homeland Security mission, contact the CAP National Operations Center (NOC) at 888-211-1812 or opscenter@cap.gov.

2. For information on any other above AFAM, you may also contact the NOC at 888-211-1812.

Attachment B
CONTACT INFORMATION

Contact Information as of 28 June 2006			
MISSION	CONTACT	PHONE & E-MAIL*	ADDRESS
CIVIL AIR PATROL			
Local N/MSS Contact	Capt. George .K Schaefer	W F H:850-968-6046 P: C:850-712-7487 E: EraGeorge@aol.com	1840 Mate Circle Cantonment, FL 32533
Homeland Security (HLS) (MOU Paragraph 5e)	CAP National Operations Center	W: 888.211.1812/ 334.953.5823/ DSN 493-5823 F: 334.953.4242 DSN 493.4242 E: opscenter@capnhq.gov	Civil Air Patrol 105 S. Hansell Street Maxwell AFB, AL 36112
Corporate Missions (MOU Paragraph 6.)	State Wing Commander or Designate: Lt Col. Michael Harding Director of Operations	W F: H: 386-7600248 P: C: 954-658-8618 E:CAPDO@bellsouth.net	Florida Wing CAP , FL32128 Attn: DO
STATE AGENCY			
Planning & Miscellaneous	Agency Head or Designate: [name]	W: F: H: P: C: E:	[State Agency Street address PO Box City, ST xxxxx]
Billing	Accounts Payable Head or Designate: [name]	W: F: H: P: C: E:	[State Agency Street address PO Box City, ST xxxxx]
Operations	Operations Head or Designate: [name]	W: F: H: P: C: E:	[State Agency Street address PO Box City, ST xxxxx]
CAP-USAF			
Planning & Miscellaneous- AFAM	CAP-USAF State Director of Liaison Services (SD): Mr. Jerry Angley	W: 407-646-4247 F: H: P: C: 407.947.2131 E: jcangley@aol.com	[State Wing Liaison Office Attn: CC P.O.Box931635-2500 Lakemont Ave Orlando, FL32893

Attachment C

TABLE: CAP MISSIONS AND PILOT LIMITATIONS

22

CAPR 60-1 (C1) ATTACHMENT 2 (CONT'D) 19 OCTOBER 2004

CAP MISSIONS AND PILOT LIMITATIONS

IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Search and Locate	Pilot crewmembers, CAP members, Armed Services, Authorized Government Employees	A or B Reimbursed or Not Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 6771B
			Member Furnished	Private Pilot	In accordance with CAPR 173-3	Exemption 6771B
		C Reimbursed or Not Reimbursed	See Aerial Work Operations			
	Other Passengers	A	Any	Private Pilot	Fuel, oil, airport expenditures, or rental fees	FAR 61.113(e)
		B or C Reimbursed	Any	Commercial Pilot or ATP	Any Expenses Authorized by CAP	FAR 119.1(e)(4)
		Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23
Aerial Work Operations (Aerial imaging, radio relay)	Crewmembers (FAR 1.1)	Any	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23
	Passengers or Non-CAP Property	Reimbursed	Any	Commercial Pilot or ATP	Any Expenses Authorized by CAP	FAR 119.1(e)(4)
		Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(a); FAR 61.113(c); FAR 119.1(e)(4); FAA Interpretation 1997-23

Continued on Next Page

Note 1: Pilot may not pay less than the pro rata share of the operating expenses, provided the expenses involve only fuel, oil, airport expenditures, or rental fees. OR pilot may not log flight time.

Attachment C (cont'd.)

TABLE: CAP MISSIONS AND PILOT LIMITATIONS

CAPR 60-1 (EMERGENCY CHANGE 2 CORRECTED COPY) ATTACHMENT 2 (CONT'D) 1 JANUARY 2006 23

CAP MISSIONS AND PILOT LIMITATIONS (CONTINUED)

IF THE PURPOSE OF THE FLIGHT IS	AND ON BOARD ARE	AND THE MISSION IS	AND THE AIRCRAFT IS	THEN MAY BE FLOWN BY	PILOT MAY BE REIMBURSED FOR	REFERENCE
Domestic CAP Cadet Orientation Flights IAW CAPP 52-7	Pilot, CAP Cadets	A AF Reimbursed	Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	Exemption 6771
		B Not Reimbursed	Member Furnished	Private Pilot	IAW CAPR 173-3	
			Corporate Owned	Private Pilot	Fuel, Oil, Supplemental Oxygen, Fluids, Lubricants, Servicing, Maintenance, Per Diem	
		B Reimbursed with other than AF Funds	Any	Commercial	Any Expenses Authorized by CAP	
AFROTC Orientation Flights	Pilot, AFROTC Cadets	A	Any	Commercial Pilot	Any Expenses Authorized by CAP	
Overseas CAP Orientation Flights	Pilot crewmembers, CAP Cadets	Any	AF Aero Club Owned	Commercial Pilot with Instrument Rating or ATP	Any Expenses Authorized by CAP	Exemption 6771, CAPR 60-1 Para 3-2 f (6)
Transportation	Passengers or Non-CAP Property	A or Not Reimbursed	Any	Private Pilot	See Note 1	FAR 61.113(c), Interpretation 1997-23
				Commercial Pilot	Any Expenses Authorized by CAP	Exemption 6485
		B or C	Any	Not Authorized	N/A	FAR 119.1

Attachment D
CAPR 173-3, ATTACHMENT 1, REIMBURSEMENT RATES

The rates in this table are calculated from actual reported minor maintenance expenses for CAP aircraft. Many factors, such as aircraft age, Airworthiness Directives, design, and model, affect CAP expenditures for maintenance. These rates are not generally related to engine horsepower because engine expenses are managed under CAP's major maintenance program. CAP has elected to establish overall fleet rates for only the models of aircraft in the CAP corporate fleet.

Wings participating in the national consolidated maintenance program will not have minor maintenance funds paid to the wing. In addition, the Category "B" and "C" minor maintenance mission funds collected by those wings must be forwarded to NHQ so the funds can be used to maintain the wing's aircraft.

Effective 1 October 2006 "Dry" Reimbursement Hourly Rates

Manuf	Maule	Cessna	Cessna	Cessna	Gippsland	Cessna	de Havilland	Cessna
Model	MT-7-235	172	182	206	GA-8	182RG	DHC-2	185F
Cost/hr	\$30.00	\$31.00	\$44.00	\$46.00	\$49.00	\$57.00	\$66.00	\$70.00

Notes:

1. "Basic Hourly Rate" for single-engine corporate or member-owned/furnished aircraft not listed above: \$31.00.
2. Use of single-engine member-owned or member-furnished aircraft must be approved in advance for all missions.
 - a. Use in Air Force assigned missions requires approval by the appropriate Air Force approval authority.
 - b. Use in corporate missions requires approval by the Wing/Region Commander or Director of Operations/Director of Emergency Services.
 - c. Single-engine member-owned or member-furnished aircraft models that have been approved in accordance with this note but are not listed in the table above will be reimbursed at the "Basic Hourly Rate."
3. The use of all twin-engine aircraft for any mission requires prior approval through the wing/region and the appropriate Air Force approval authority (through the National Operations Center.) Wings/regions should send requests well in advance to the NOC at opscenter@capnhq.gov. Once approval has been obtained, the NHQ staff will determine the reimbursement rate and notify the wing/region in writing.
4. Aircraft fuel, lubricants, de-icing payments, and other mission essential supplies are authorized for participation in Air Force-assigned reimbursable missions and are in addition to the above rates (receipts required).
5. Corporate glider tow aircraft are reimbursed at the appropriate rate for their model classification. Reimbursement for non-corporate glider tows participating in the Cadet Glider Flight Orientation Program will be based on the actual cost of the tow (receipts required).
6. Glider maintenance reimbursement will be on an actual cost basis. Submit receipts for all expenses incurred by each glider to NHQ CAP/LGM for payment or reimbursement. Major maintenance of gliders requires a control number from NHQ CAP/LGM prior to repairs being accomplished. Major maintenance actions include: fabric replacement, glider repainting, interior work, and avionics

replacement. Submit receipts for these actions when repairs are completed. Submit all other maintenance expenses monthly. **ORIGINAL RECEIPTS ARE REQUIRED FOR ALL PAYMENTS/ REIMBURSEMENTS.** Tail number accounting principles must be followed for gliders.

7. To properly figure the reimbursement authorized, multiply the total number of hours flown times the rate allowed for the appropriate aircraft model to determine the amount reimbursed for aircraft minor maintenance. Add to the aircraft minor maintenance reimbursement the total for actual fuel, lubricants, de-icing, and other authorized expenses to determine the "total" reimbursement. Wings participating in the national maintenance demonstration program will list the flying hours flown on the CAPF 108 but will not list the "Aircraft Cost Claimed" in column H.
8. Satellite-transmitted Digital Imaging System (SDIS) Rates. CAP can charge an additional \$65 an hour to operate SDIS but only when supporting missions that are not funded with the money CAP receives from Congress. The money collected for SDIS operation from these missions must be forwarded to NHQ for the systems that NHQ provides to the wings. Wings that have purchased their own SDIS systems may keep the money but must comply with specific program income restrictions. This information can be obtained from HQ CAP/FM. The hourly charge to operate the SDIS system will begin when the aircraft departs the mission base to execute the SDIS sortie and ends when the aircraft returns to the mission base. The SDIS rate will not be charged on flights to/from the home base and the mission base unless SDIS operation is conducted enroute to the mission base.
9. Airborne Real-time Cueing Hyperspectral Enhanced Reconnaissance (ARCHER) Rates. CAP can charge an additional \$235 an hour to operate ARCHER but only when supporting missions that are not funded with the money CAP receives from Congress. The money collected for ARCHER operation from these missions must be forwarded to NHQ. The hourly charge to operate the ARCHER system will begin when the aircraft departs the mission base to execute the ARCHER sortie and ends when the aircraft returns to the mission base. The ARCHER rate will not be charged on flights to/from the home base and the mission base unless ARCHER operation is conducted enroute to the mission base.

ATTACHMENT E
STATE PROTECTIONS AFFORDED CAP & MEMBERS

Confer with your legal officer to ensure that state protections, if any, are described here in detail adequate to bind State and are detailed somewhere adequate to explain it to the people in the field. A supplement to CAPR 900-5 may be in order. The following issues are submitted for consideration:

1. General.

1.1. This list is not intended to be a tool for negotiation. It is simply a request for whatever protections State already has available or to which State may already have ready access. If State is unable to provide any protections, that factor becomes part of the commander's risk analysis and decision making processes as s/he considers whether to undertake the MOU or any specific mission.

1.2. The point is NOT that CAP has no insurance or lacks coverage; our insurance is adequate. Rather, the goal is to minimize the exposure of CAP and its insurer(s) so as to and minimize the increase of our insurance premiums (and the potential for loss of coverage) brought about by losses and protect corporate assets. As a general proposition, CAP flies missions in support of states "at cost," the known costs of doing business. The protections discussed in this attachment form part of the "unknown costs," the hazards incurred performing these missions. It is reasonable to ask that this cost be born by our "customer."

1.3. Watch for gaps in protection and coverage.

2. Specific issues: For each and every mission, consider:

2.1. Liability & Indemnity. Will state provide indemnity/liability coverage? Is such indemnity in lieu of CAP's other coverage's (e.g. insurance, FECA, or FTCA)? Is any action by the member required in order to be eligible? (e.g. Registration as a Disaster Services Worker.) Does STATE indemnify each category of "person" below for actions arising in the course missions?

2.1.1. All members (cadets and senior members) regardless of age. (Remember, FECA benefits are not available for members under age 18.)

2.1.2. All members, including those not participating in the mission (e.g. Wing Commander, who holds overall responsibility or other members whose only contact may have been managing aircraft maintenance or planning, preparing and training for such missions)?

2.1.3. Civil Air Patrol, itself.

2.1.4. All agents, principals. . . etc. of CAP?

Is any specific action required of CAP in order to be eligible? (e.g. Obtain a state mission number.)

2.2. Immunity. *Is statutory immunity available? Is such immunity in addition to or in lieu of CAP's other coverage's (e.g. insurance)? Is any action by the member required in order to be eligible? (E.g. Registration as a Disaster Services Worker.) Does STATE immunize each category of "person" below for actions arising in the course missions?*

2.2.1. *All members (cadets and senior members) regardless of age. (Remember, FECA benefits are not available for members under age 18.)*

2.2.2. *All members, including those not participating in the mission (e.g. Wing Commander, who holds overall responsibility or other members whose only contact may have been managing aircraft maintenance or planning, preparing and training for such missions)?*

2.2.3. *Civil Air Patrol, itself.*

2.2.4. *All agents, principals. . . etc. of CAP?*

2.3. Workers' Compensation. *Does STATE provide workers compensation benefits and protection to each category of "person" below for actions arising from missions?*

All members (cadets, senior members) regardless of age? (As you know, FECA benefits are not available for members under age 18.)

Civil Air Patrol, itself (e.g. protection from suits by members under the "exclusive remedy" provision afforded by some workers' compensation laws.)

All agents, principals. . . etc. of CAP afforded the protection from suits by members?

Is any action by the member required in order to be eligible? (e.g. Registration as a Disaster Services Worker.)

Is any specific action required of CAP in order to be eligible?

2.4. Workers' Compensation. *Apart from the MOU, are volunteers considered "employees" or afforded the benefits of workers compensation from their respective organizations? Are organizations required to provide workers compensation coverage? Are organizations afforded the protections (e.g. "exclusive remedy") of workers compensation?*



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

ORGANIZATION: Management and Budget Services Bureau
FROM: Amy Lovoy, Bureau Chief
DATE: April 29, 2008
ISSUE: Fourth Cent Tourist Development Tax Status Report

INFORMATION REPORT:

Attached is a status report for the 4th Cent Tourist Development Tax. The first page shows the amended budget for FY07/08 along with the actual receipts and expenses through March 31, 2008. The second page delineates the month-to-month receipts for the 4th Cent from 2005 through mid-year in 2008.

The budget for the 4th Cent includes a reserve of \$224,610. On average 62% of all revenues are received in the second half of the fiscal year. Because of this seasonality, it is recommended to keep \$150,000 in reserves for cash flow purposes. This leaves an available reserve of \$74,610.

On a month-to-month basis, receipts from the 4th Cent are 2.4% below the budget forecast and 4.0% above previous year's actual receipts. Historically, the months that have the greatest impact on tax receipts commence in April and peak in September. Therefore the summer months dictate overall performance.

It should be noted that data is reported with a one month lag. For example, receipts shown in April are based on March returns.

CONCUR:



Robert R. McLaughlin,
County Administrator

**Fourth Cent Tourist Development Taxes
FY 07/08**

	FY 07/08 Budget As Amended	Through 3/31/2008 Actual
REVENUES:		
Tourist Development Tax	\$1,275,000	\$434,864
Interest Earnings	0	21,922
Miscellaneous	0	973
5% Reduction	(63,750)	0
Estimated Fund Balance	805,956	0
TOTAL REVENUES	2,017,206	457,759
EXPENSES:		
Indirect Costs	63,750	0
Promote/Co-Promote Fund	168,482	0
SRIA/Lifeguard Stands	83,974	0
African-American Heritage Society	40,000	13,333
Arts Council	100,000	50,000
Celebrate Pensacola/450th Committee	25,000	25,000
Friends of Big Lagoon	1,500	1,500
Historic Preservation Board	60,000	30,000
Naval Aviation Museum	100,000	0
Pensacola Chamber/Tourism Advertising	600,000	157,736
Pensacola Historical Society	10,000	4,167
Pensacola Museum of Art	15,000	7,500
Marine Recreation	285,890	97,616
Beulah Sausage Festival	3,500	0
DeLuna Monument	150,000	0
Florida Trust for Historic Preservation Sponsor	10,000	10,000
Sertoma 4th of July	75,500	0
Reserves	224,610	0
TOTAL EXPENSES	2,017,206	396,852
Net Income/(Loss)	\$0	\$60,907

**Fourth Cent Tourist Development Taxes
Fiscal Year 2005 through Fiscal Year 2008**

MONTH	Actual FY05	Actual FY06	Actual FY07	Budget FY08	Actual FY08	Budget to Actual FY08	FY08/ FY07
OCTOBER	\$80,772	\$100,760	\$81,708	\$88,106	\$96,026	\$7,920	\$14,318
NOVEMBER	77,125	87,266	74,882	81,676	79,530	(2,146)	4,648
DECEMBER	71,106	76,287	70,980	72,510	68,735	(3,775)	(2,245)
JANUARY	69,486	65,960	59,933	62,867	54,555	(8,312)	(5,378)
FEBRUARY	66,731	67,836	59,728	64,234	60,231	(4,003)	503
MARCH	68,324	74,453	70,895	76,052	75,787	(265)	4,892
APRIL	86,518	103,411	109,493	108,247			
MAY	85,729	94,971	105,185	108,343			
JUNE	96,938	113,025	129,946	123,143			
JULY	107,972	142,210	196,745	167,033			
AUGUST	109,628	181,477	218,566	200,329			
SEPTEMBER	104,749	107,114	138,818	122,457			
TOTAL	\$1,025,078	\$1,214,770	\$1,316,879	\$1,275,000	\$434,864	(\$10,582)	\$16,738