

**AGENDA**  
**CITY OF VALPARAISO & VALPARAISO CABLE AUTHORITY JOINT MEETING**  
**465 Valparaiso Parkway**  
**Valparaiso, Florida**  
**850-729-5402**  
**March 9, 2015**  
**6:00 pm**

*Invocation (Commissioner Morgan)*  
*Pledge of Allegiance (Mayor Arnold)*

**APPROVAL OF MINUTES**

**CITIZENS' CONCERNS (non-agenda items)**

1. Resident
2. Non-resident

**ACTION ITEMS**

1. Added Agenda Items
2. CDBG Public Hearing
3. Proclamation Red Cross Month-----Attach 1
4. Ordinance NO. 658 Amending Firefighters and Police Officers Ret Plan-----Attach 2
5. City Branding
6. Okaloosa County Development Memorandum of Understanding-----Attach 3
7. Memorandum of Agreement Okaloosa County Public Transit-----Attach 4
8. Resolution No.VCA 02-03-09-15 Amend Budget-----Attach 5
9. Etc.

**OLD BUSINESS**

1. Removal of City Assets from Inventory
2. Plat 1 Docks
3. Cable Study
4. Etc.

**REPORTS / CORRESPONDENCE / ANNOUNCEMENTS**

1. TPO/DOT
2. Stormwater
3. Legal Activities
4. Median Beautification Update
5. Planning Commission Report
6. Visioning Committee Update
7. BP Restore Act Projects Update
8. Community Liaison Report
9. Twin Cities Park Closed for Fireworks Training April 12
10. Airport will be conducting a Triennial Full Scale Exercise in Lincoln Park May 6
11. Audit Report
12. Disbursements
13. Etc.

# City of Valparaiso, Florida

## Proclamation



### **AMERICAN RED CROSS MONTH** **March 2015**

**WHEREAS**, American Red Cross Month is a special time to recognize and thank our Everyday Heroes those who reach out to help people in need.

**WHEREAS**, American Red Cross heroes help disaster victims recover. They give blood to help a hospital patient. They brighten the day of an injured service member. They step forward to help someone having a heart attack.

**WHEREAS**, we would like to remember our heroes here in Valparaiso who help people in need. They work tirelessly to assist their neighbors when they need a helping hand.

**WHEREAS**, across the country and around the world, the American Red Cross responded to disasters. When an injured service member ended up in a hospital far from home, the American Red Cross offered comfort. When a hospital patient needed blood, American Red Cross blood donors helped them. When a lifeguard jumped in to save a drowning child or someone stepped up to help a heart attack victim, the American Red Cross was there.

**WHEREAS**, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

**NOW, THEREFORE BE IT PROCLAIMED** that I, Mayor John B. Arnold, Jr., by virtue of the authority vested in me by the Constitution and laws of VALPARAISO, FLORIDA, do hereby proclaim March 2015 as **American Red Cross Month**. I encourage all Americans to support this organization and its noble humanitarian mission.

**PASSED AND DULY ADOPTED** in regular session this 9<sup>th</sup> day of March 2015.

In witness whereof, I have hereunto set  
my hand and caused this seal to be affixed.

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John B. Arnold Jr.  
Mayor

ATTEST:

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Tammy Johnson, CMC  
City Clerk

# ORDINANCE NO.658

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF VALPARAISO; AMENDING THE RETIREMENT PLAN AND TRUST FOR THE FIREFIGHTERS AND POLICE OFFICERS OF THE CITY OF VALPARAISO; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission established a Retirement Plan and Trust for the Firefighters and Police Officers of the City of Valparaiso pursuant to Ordinance No. 394 and amended pursuant to Ordinance No. 396, Ordinance No. 411, Ordinance No. 469, Ordinance No. 487; and Ordinance No. 545

**WHEREAS**, Section B of the Adoption Agreement of the Retirement Plan and Trust for the Firefighters and Police Officers of the City of Valparaiso states that the Plan represents full-time firefighters and volunteer; and

**WHEREAS**, it is hereby the intent of the Board of Trustees to request that the City Commission of the City of Valparaiso, Florida pass an Ordinance remove the volunteer firefighters.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF VALPARAISO:**

SECTION 1. The Board of Trustees of the Retirement Plan and Trust for the Firefighters and Police Officers of the City of Valparaiso hereby requests that the City Commission of the City of Valparaiso adopt a duly enacted ordinance amending Section B of the Adoption Agreement as follows:

B. PLAN

The Plan represents the following:

- a.   X   Firefighters (as defined in Ch. 175.032, FL Stat.)
  - 1.   X   Full-time
  - 2. \_\_\_\_\_ Volunteer
- b.   X   Police Officers (as defined in Ch. 185.02, FL Stat.)
- c. \_\_\_\_\_ General Employees

SECTION 2. The City Commission of the City of Valparaiso hereby empowers the Chairperson of the Retirement Plan and Trust's Board of Trustees'/directors or its appointee of the City of Valparaiso with the authority to execute such documents and agreements as are required to effectuate on amendment of the Retirement Plan and Trust.

SECTION 3. All Ordinances or parts of Ordinances, in conflict with the Ordinance are hereby repealed.

PASSED AND ADOPTED this \_\_day of April, 2015.

## Tammy Johnson

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**From:** Sheila Hansen <sheila.hansen@shalimarflorida.org>  
**Sent:** Monday, March 02, 2015 3:07 PM  
**To:** Aaron Hurlburt Schoenfeld; Amy Hurlburt Oliver; Commissioner Carolyn Ketchel; Dan (h) Niceville Henkel; Dana Williams; Elizabeth Roy - Crestview; Gary Combs; Greg Kisela; Hayes, Shannon; Heyward Valparaiso Strong; Keith Williams; Kim Barnes; KOENIGKRAMER, BRENDA S GS-08 USAF AFMC 96 TW/CCS; Laurel Hill Harold; Lorraine FWB Vanetten; Margaret McLemore; Marsha Crestview Johns; 'Maryann'; Mel Ponder; Michael Beedie fwb; Mike FWB Anderson; Nathan Boyles; Nick Cinco Bayou Chubb; PAYNE, DIANE M GS-07 USAF AFMC 96 TW/CCS; Rey Bailey; Robby AdamsLaurel Hill; ruth.sykes@cityofmaryesther.com; Tammy Johnson; Tim Granberry Sr.  
**Subject:** Okaloosa County Development Memorandum of Understanding (MOU) with OCLOC municipalities  
**Attachments:** Interjurisdictional Development Review Memorandum of Understanding - Draft for October 2014 Comp Plan Committee Review.docx

All,

Please add the subject topic to you next regular meeting. The attached is a Okaloosa County coordinated update to an existing MOU that all OCLOC municipalities did sign, except Fort Walton Beach. In essence, this is a nonbinding agreement between the Okaloosa County and all OCLOC cities/towns to coordinate any adjoining border developments prior to approval of a development order. Recently, the Town of Shalimar and the County were forced to seek legal mitigation concerning an approved County border development that required Town roadway access. This access approval was not coordinated through the Town's Planning and Zoning Board nor commission. Needless to say, the Town would not have approved what the county allowed for this development. Our signed copy of this MOU was considered by our attorney has one of his key considerations for the courts to favor the Town position.

Obvious, this agreement is not binding, but at least the intent is for more communications between the County development agencies and each of the OCLOC municipalities.

Please advise the OCLOC President, Ruth Sykes, when action is taken by your commission or counsel.

Gary Combs  
Secretary/Treasurer, OCLOC

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between Okaloosa County, City of Laurel Hill, City of Crestview, City of Niceville, City of Valparaiso, Town of Cinco Bayou, Town of Shalimar, City of Ft. Walton Beach, City of Mary Esther, City of Destin (the "Local Governments"), Okaloosa County School Board, Eglin Air Force Base, Hurlburt Field, Northwest Florida State College, and the University of West Florida (collectively the "Parties") for the purpose of increasing intergovernmental coordination and cooperation.

### RECITALS

**WHEREAS**, the Parties are interested in the timely exchange of information regarding planned development with potentially significant impacts to adjoining or area-wide operations or missions; and

**WHEREAS**, the Parties have developed a flexible intergovernmental planning process, so that each jurisdiction has the opportunity to express its concerns on proposed development activities; and

**WHEREAS**, the Parties hereto mutually and freely enter into this MOU in which participation is voluntary and participants may withdraw with or without notice.

### NOW THEREFORE BE IT AGREED BY THE PARTIES:

Section 1. The recitals set forth above are true and correct and are incorporated herein as essential terms of this MOU.

Section 2. The Parties agree to exchange information as provided in this MOU, for all proposed development activities as follows:

A. Development whose proposed land uses will generate an additional (new) 500 annual average daily trips (AADTs) according to the most recent edition of the Trip Generation Manual, promulgated by the Institute of Transportation Engineers (ITE), or the adopted trip generation methodology of the jurisdictional local government's Land Development Code.

B. Tall structures proposed to exceed 75 feet in height above natural grade, including all towers (water tanks, and telecommunications).

C. Proposed development which will **connect to** affect utility services (potable water, sanitary sewer or storm water management) **provided by within** other jurisdictions.

D. Any proposed new construction or alterations to any roadways in order to accommodate proposed development, including medians and driveway/curb cuts, where the affected roadway(s) also enters one of the other affected jurisdictions and the new construction or roadway alterations are within one-half (1/2) mile of the jurisdiction.

Section 3. Projects requiring an Environmental Assessment or EIS under the National Environmental Policy Act notification requirements are not covered under this MOU.

Section 4. It is understood and agreed by all signatories that military bases cannot release sensitive or classified information or may not be able to release information related to the current base mission or future

missions.

Section 5. The Local Governments will provide affected governmental development review staff with timely notice of proposed development activities using the attached Notice of Proposed Development Activity (the "NOPDA") form ~~on a form acceptable to the Okaloosa Comprehensive Planning Committee (the "OCPC"),~~ as follows:

A. Any Local Government that receives a development proposal that meets or exceeds the trip generation threshold provided in Section 2.A., above, will provide notice of said proposals to all other jurisdictions (as used in this part, "jurisdictions" includes Eglin Air Force Base, the Okaloosa Public School Board, and Northwest Florida State College), that are within one-half (1/2) mile of the proposed development ~~governments will provide notice to surrounding jurisdictions as required by this MOU using the attached Notice of Proposed Development Activity (the "NOPDA") form~~ within five (5) working days of receipt of a such development application by mail, email, or fax. Acknowledgment of receipt is requested.

B. Any Local Government that receives a development proposal that meets or exceeds the height standard provided in Section 2.B., above, to all other jurisdictions within one-half (1/2) mile of the proposed development, as well as Eglin Air Force Base within five (5) working days of receipt of a such development application by mail, email, or fax. Acknowledgment of receipt is requested.

C. Any Local Government that receives a development proposal for which utility services are to be provided by another jurisdiction shall notify the affected jurisdiction within five (5) working days of receipt of a such development application by mail, email, or fax. Acknowledgment of receipt is requested.

D. Any Local Government that receives a development proposal that includes any proposed new construction or alterations to any roadways in order to accommodate proposed development, including medians and driveway/curb cuts, where the affected roadway(s) also enters one of the other affected jurisdictions (as used in this part, "jurisdictions" includes Eglin Air Force Base, the Okaloosa Public School Board, and Northwest Florida State College), and the new construction or roadway alterations are within one-half (1/2) mile of the jurisdiction, shall notify the affected jurisdiction within five (5) working days of receipt of a such development application by mail, email, or fax. Acknowledgment of receipt is requested.

E. Responding comments will be presented with applicable staff reports and considered during the review process. Respondents will be notified of all public meeting dates and times as indicated on Form NOPDA.

F. Affected governmental planning bodies will respond to originating local governmental development review staff with written comments prior to close of the review period as established by the originating local government and which must be stated in writing in the NOPDA.

Section 6.

A. It is understood and agreed by all parties signatory hereto that the review and approval of a proposed development will be governed by the rules and regulations of the community within whose jurisdiction the proposed development project occurs, and that comments received from a responding community shall not be construed to overrule, waive, or in any way modify the rules and regulations of the community within whose jurisdiction the proposed development project occurs.

B. It is understood and agreed by all parties signatory hereto that this agreement in no way repeals, amends, modifies, or in any other way affects any other agreements, memoranda of understanding,

contracts, or other arrangements as may exist between local governments that affect review and processing of development proposals.

C. Failure to provide notice as required in the MOU cannot form the basis of any objection by a Party, or any third party, to proposed development activity, nor shall failure to provide notice constitute grounds for a delay, or request for delay, in the processing of a development application by the Party with responsibility for such processing.

Section 7. The Parties to this MOU shall maintain a continuing ongoing process, which shall include:

A. No less than once every year the OCPC will review this MOU and recommend changes to improve the effectiveness of the intended purpose.

B. Revision(s) to the NOPDA form by the OCPC, as needed, to accomplish the intent of this MOU.

C. For developments of regional impact (DRIs) as regulated by Section 380.06 of the Florida Statutes, the community within whose jurisdiction the DRI occurs will coordinate with the West Florida Regional Planning Council, state review agencies, and surrounding communities as required by Chapter 380, Florida Statutes, and the applicable rules of the Florida Administrative Code.

Section 8. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 9. This MOU shall become effective when it is last approved and executed by all Parties.

**OKALOOSA COUNTY**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CITY OF CRESTVIEW**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CITY OF CITY OF VALPARAISO**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

## Tammy Johnson

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**From:** Sheila Hansen <sheila.hansen@shalimarflorida.org>  
**Sent:** Monday, March 02, 2015 2:37 PM  
**To:** Aaron Hurlburt Schoenfeld; Amy Hurlburt Oliver; Commissioner Carolyn Ketchel; Dan (h) Niceville Henkel; Dana Williams; Elizabeth Roy - Crestview; Gary Combs; Greg Kisela; Hayes, Shannon; Heyward Valparaiso Strong; Keith Williams; Kim Barnes; KOENIGKRAMER, BRENDA S GS-08 USAF AFMC 96 TW/CCS; Laurel Hill Harold; Lorraine FWB Vanetten; Margaret McLemore; Marsha Crestview Johns; 'Maryann'; Mel Ponder; Michael Beedie fwb; Mike FWB Anderson; Nathan Boyles; Nick Cinco Bayou Chubb; PAYNE, DIANE M GS-07 USAF AFMC 96 TW/CCS; Rey Bailey; Robby AdamsLaurel Hill; ruth.sykes@cityofmaryesther.com; Tammy Johnson; Tim Granberry Sr.  
**Cc:** Attorney; Autumn Stephens; Gary Combs; jim.wilton@shalimarflorida.org; John Henderson; ricardo.garcia@shalimarflorida.org; Tim Smith; Tom Burns  
**Subject:** Memorandum of Agreement (MOA) Establishing an Okaloosa County Public Transit Cooperative  
**Attachments:** Draft January 28 2015 Co-op Memorandum of Agreement FWB City Council.docx

All,

During today's OCLOC Executive Board, the members discussed municipality consideration of the attached Okaloosa County Transit MOA. Per discussion, Fort Walton Beach, Destin and Crestview have already approved the attached MOA. All other municipalities are encouraged to discuss approval of this MOA and their next regular meeting. Please advise OCLOC President, Ruth Sykes, of any decisions made regarding this MOA.

Gary W. Combs  
Secretary/Treasurer OCLOC

## **Memorandum of Agreement Establishing an Okaloosa County Public Transit Cooperative**

This Agreement is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, Cinco Bayou, Laurel Hill, Valparaiso, and Shalimar, hereinafter referred to as "Participating Municipalities," each a municipal corporation located in Okaloosa County,

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and,

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(f), authorizes the County to provide public transportation service; and,

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the County and the Participating Municipalities desire to cooperate in a agreement to provide public Transit services that will serve both incorporated as well as unincorporated areas; and,

WHEREAS, Okaloosa County has been designated as the Community Transportation Coordinator for receipt of state and federal transit funds.

THEREFORE, the parties agree as follows:

1. PURPOSE: The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Interlocal Agreement, in the operation of a public transit cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of fixed route transit service throughout the legal service area of the COOPERATIVE as provided herein and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of Transit service throughout the legal service areas of the participating entities.

2. DEFINITIONS:

- a) "Cooperative" shall mean the Okaloosa County Public Transit Cooperative.
- b) "Cooperative Board" shall mean the governing body of the Okaloosa County Public Transit Cooperative as empowered pursuant to the Agreement
- c) "Cooperative Coordinator" shall mean the employee of the County or Participating Municipalities who serves as the Transit Coordinator and Grants Manager for the Community Transportation Coordinator as provided in Section 427.0155, Florida Statutes.
- d) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
- e) "Cinco Bayou" shall mean the Town of Cinco Bayou, a municipal corporation located in Okaloosa County, FL.
- f) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL.
- g) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL.
- h) "Fiscal Year" shall mean budget year October 1-September 30.
- i) "Fixed Assets" is defined by the county as all property with value of \$1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
- j) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL.
- k) "Laurel Hill" shall mean the City of Laurel Hill, a municipal corporation located in Okaloosa County, FL
- l) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL.
- m) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL.
- n) "Participating Governing Bodies" shall mean the governing body of Okaloosa County and the governing bodies responsible for the decision and policy making activities of Participating Municipalities.
- o) "Shalimar" shall mean the Town of Shalimar, a municipal corporation located in Okaloosa County, FL.
- p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL.

3. This Agreement shall constitute the entire agreement of the parties hereto regarding the Okaloosa County Public Transit Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and

approved by each Participating Governing Body and by the Cooperative Governing Board, and executed on behalf of each Participating Governing Body and the Cooperative Governing Board.

4. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before June 1 prior to the September 30 effective date of termination.
5. ADDITION OF NEW MEMBERS:
  - a) Any municipality within Okaloosa County that meets the following minimum standards may become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative:
    - (1) Be administered by a governing board responsible for the decision and policy making activities of the entity.
    - (2) Have an annual budget capable of sustaining participation in the Transit cooperative as determined by the Governing Board.
    - (3) Submit a letter of intent for formal membership to the Okaloosa County Public Transit Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.
  - b) Upon satisfaction of these conditions, the proposed new participant shall become a party to the Agreement and a member of the Okaloosa County Public Transit Cooperative effective the next succeeding October 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Governing bodies under this Agreement.
6. COOPERATIVE BOARD: The name of the Cooperative governing body shall be Okaloosa County Public Transit Cooperative Board hereinafter called the Cooperative Board. Each Participating Governing Body shall appoint one of its members to the Cooperative Board; the Board of County Commissioners shall appoint one of its members to represent the unincorporated area of the county. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence of its regular appointee. The office of Chair shall be elected from the members of the Cooperative Board. The term of the Chair shall be one year. The Cooperative Coordinator shall be an ex officio (non-voting) member of the board. Board members will not be paid a salary or wages. The

Cooperative Board serves as the governing body for the Transit Cooperative and has the following powers, duties and responsibilities:

- a) Managing the affairs of the Cooperative.
  - b) Bylaws will be established by the Governing Board.
  - c) There will be six or more open public meetings a year of the Governing Board.
  - d) Review the operation of the public transit system and, as it may deem appropriate, recommend changes to the Board of County Commissioners regarding routes, stops, or other components of the fixed route system.
  - e) Participate in the funding of public fixed-route transportation as provided herein.
7. STAFFING: The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: Bachelor's degree with major course work in transportation planning, municipal planning, engineering, business or public administration or a related field; supplemented by a minimum of three (3) years progressively responsible planning experience in public or private transit system management, transit operations or transportation planning; Master's degree with two (2) years professional experience may substitute for the above requirements.

The Cooperative Coordinator shall be an employee of Okaloosa County, with compensation and benefits in accordance with County policy.

8. POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR: The following activities, as a minimum, shall be as follows:
- a) Serves as an integral part of local and regional transportation teams which advise the Director on regional public transportation issues.
  - b) Directs and coordinates the development of short and long range transit system plans and improvements as may be inclusive based on the input and recommendations of the Cooperative Board.
  - c) Plans, directs and coordinates public transportation activities.
  - d) Identifies transportation issues, formulates alternatives and prepares recommendations for action, assures compliance with various planning requirements and regulations, participates in area transportation planning activities, oversees the development of transit improvement plans and provides Countywide technical support for public transit planning activities as may be inclusive based on the input and recommendations of the Cooperative Board.
  - e) Directs the preparation of capital and operating grants and oversees all transportation related grant activity including seeking funding sources.
  - f) Prepares and assists in the preparation of Board of County Commission reports related to transit, and other local, regional, and federal technical and special reports.

- g) Makes presentations to the Board of County Commission as required and conducts special studies in response to policy issues raised by the County Administrator or the Board.
- h) Participates in the preparation, administration and monitoring of all transit finances including operating budget, capital improvements, accounting and the Capital Improvement Program through the TPO.
- i) Provides input for National Database reporting, TEAM and Safety and Security reporting.
- j) Assures departmental compliance with local, state, regional and federal transportation and transit planning requirements and regulations.
- k) Coordinates with the Clerk of Courts, Finance and Contract staffs to ensure accurate accounting of all transit revenues and expenditures.
- l) Directs preparation of all invoices for federal, state and local funding sources.
- m) Oversees efforts to develop transit improvement plans; updates the County's Transit Development Plan, Title VI Civil Rights and DBE reports as required by state and/or federal authorities.
- n) Participates on government planning committees and citizen committees.
- o) Addresses public groups and attends professional meetings.
- p) Develops new service concepts.
- q) Participates in contract negotiations, audits and federal grants and third-party contracts and in the development of cost allocation plans.
- r) Directs and participates in the preparation of government purchasing documents (RFPs and bids) for transit service contracts; oversees administration of professional transit service contracts for bus service and maintenance, transit facility maintenance, capital project design and construction and other regional and local transit related contracts.

9. ANNUAL BUDGET: The transit budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the Participating members, state, and federal governmental sources, and all other revenue sources received to provide Transit service. The budget shall be reviewed and recommendations shall be made by the Cooperative Board and shall be forwarded to the Board of County Commissioners for inclusion in the County's budget.

10. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be presented to the Cooperative Board. Upon request, the Cooperative Coordinator shall furnish to each Participating Governing Body, within thirty (30) days following the previous period a written quarterly report regarding the use and expenditure of transit funds. Reports shall include quarterly revenues by source and expenditures, year-to-date expenditures, and the balance for the fiscal year. The form will be determined by the Cooperative. The governing body of each Participating Member shall furnish to the Cooperative Coordinator, within thirty (30)

days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to transit functions, under the control of the Participating Governing Body.

11. APPROPRIATION OF PARTICIPATING MEMBER FUNDS: The members of the Cooperative shall establish a methodology for determining the appropriate contribution for operating the transit system. The methodology will be presented to each governing body signatory to this Agreement which the methodology indicates should contribute to the system. Upon approval of the methodology by the contributing jurisdictions, this Agreement shall be amended to include the methodology.
12. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING MEMBERS: Participating Members shall abide by all state and federal laws, and specifically those relating to the provision of Transit services.
13. SOVEREIGN IMMUNITY: The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of any Members rights and immunities under Florida Constitution, common law, or Florida Statutes 768.28 as amended from time to time.
14. INSURANCE: The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.
15. MODIFICATION OF AGREEMENT: Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
16. NOTICE: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW  
CITY CLERK  
City of Crestview  
P. O. Box 1209  
Crestview, FL. 32536

CITY OF DESTIN  
CITY MANAGER  
City of Destin  
4200 Indian Bayou Trail  
Destin, FL. 32541

CITY OF FORT WALTON BEACH  
CITY MANAGER  
City of Fort Walton Beach  
107 Miracle Strip Parkway SW  
Fort Walton Beach, FL. 32548

CITY OF MARY ESTHER  
CITY MANAGER  
City of Mary Esther  
195 Christobal Road

OKALOOSA COUNTY  
COUNTY ADMINISTRATOR  
1804 Lewis Turner Blvd.  
Suite 400

TOWN OF CINCO BAYOU  
TOWN CLERK  
Town of Cinco Bayou  
10 Yacht Club Drive

Mary Esther, FL. 32569

Fort Walton Beach, FL. 32547 Cinco Bayou, Florida 32548

CITY OF LAUREL HILL  
CITY CLERK  
P.O. Box 158  
Laurel Hill, FL 32567

TOWN OF SHALIMAR  
MAYOR  
2 Cherokee Road  
Shalimar, FL 32579

CITY OF VALPARAISO  
MAYOR  
465 Valparaiso Parkway  
Valparaiso, FL 32580

CITY OF NICEVILLE  
MAYOR  
208 N Partin Dr.  
Niceville, FL 32578

- 17. EFFECTIVE DATE: This Agreement shall become effective between parties as it is approved and executed by each.
- 18. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore, and shall not invalidate the remaining provisions.
- 19. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**CITY OF CRESTVIEW**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_

Mayor, City of Crestview

This \_\_\_ day of \_\_\_\_\_, 2015

**CITY OF DESTIN**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_

Mayor, City of Destin

This \_\_\_ day of \_\_\_\_\_, 2015

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Laurel Hill

This \_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF VALAPARAISO**

ATTEST: \_\_\_\_\_

(Title): \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Valparaiso

This \_\_\_\_ day of \_\_\_\_\_, 2015

**OKALOOSA COUNTY**

ATTEST: \_\_\_\_\_

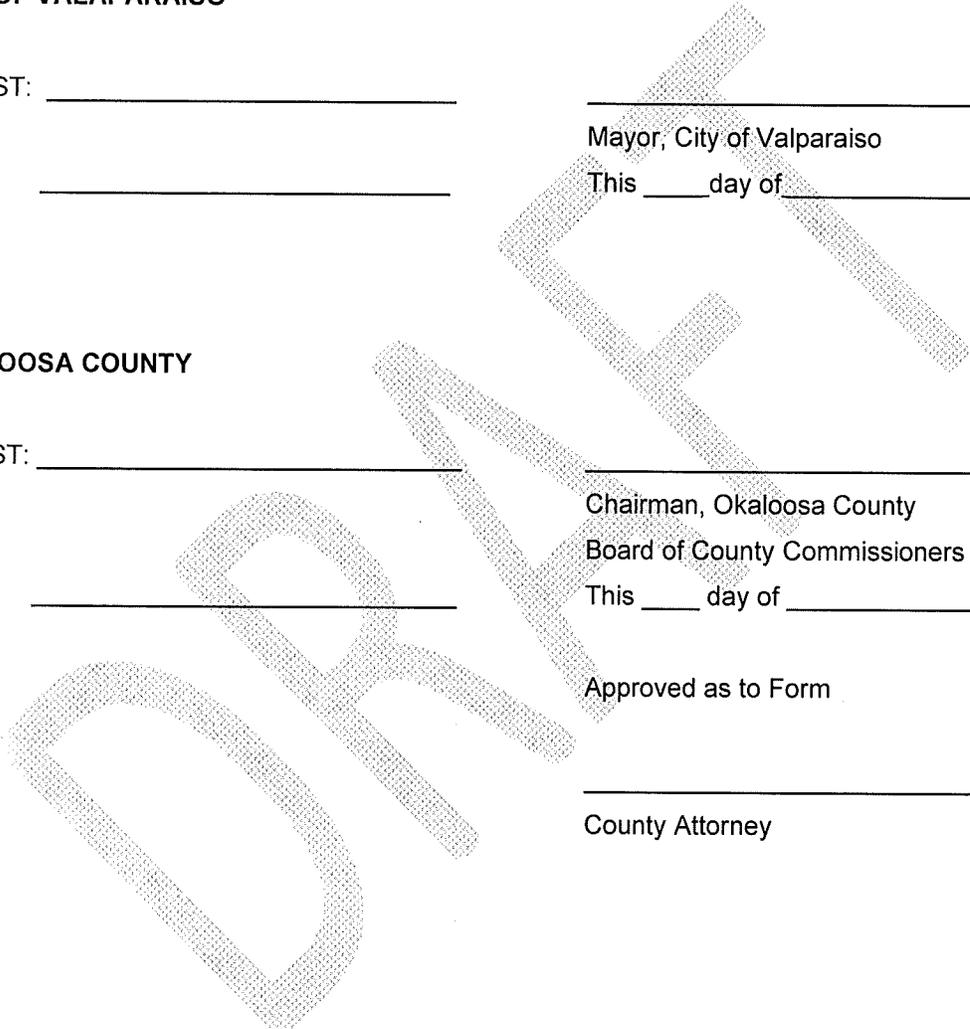
(Title): \_\_\_\_\_

\_\_\_\_\_  
Chairman, Okaloosa County  
Board of County Commissioners

This \_\_\_\_ day of \_\_\_\_\_, 2015

Approved as to Form

\_\_\_\_\_  
County Attorney



# VALPARAISO CABLE AUTHORITY

## RESOLUTION NO. VCA 02-03-09-15

**A RESOLUTION AMENDING THE FISCAL YEAR 2015 BUDGET OF THE VALPARAISO CABLE AUTHORITY; AUTHORIZING REVISIONS TO BE MADE TO THE MONTHLY FINANCIAL STATEMENTS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, due to enthusiastic internet use, and

**WHEREAS**, we do not cap our monthly data usage, and

**WHEREAS**, we have reached the point at which we need to upgrade the capacity of our internet cable modem router for the city, and

**WHEREAS**, this point has come earlier than expected due to the speed at which our citizens want and need the internet for business, entertainment, and commerce, and

**WHEREAS**, this can be accomplished by adding two more Docsis 3.0 blades.

**NOW, THEREFORE, BE IT RESOLVED BY THE VALPARAISO CABLE AUTHORITY OF VALPARAISO, FLORIDA THAT:**

**Section 1. The amended budget for the fiscal year commencing 1 October 2014 which is incorporated by reference and made a part hereof, is hereby officially adopted.**

**Section 2. The FY 2015 Budget and corresponding monthly financial statements are amended as follows:**

**Communication Systems Fund**

**Account No. 42 10 539.641.06 – Capital Internet Equipment** Increase budgetary expense figure from \$ 0 to \$30,000.00

Funds will be taken from the **Cable Fund Reserve Account 42 00 101.086.00**

**Section 3. This Resolution is effective upon adoption.**

**PASSED AND ADOPTED THIS 9<sup>th</sup> DAY OF MARCH 2015.**