



**Downtown Improvement Board  
Regular Monthly Meeting  
Tuesday May 23<sup>rd</sup>, 2023, 7:30  
AGENDA**

- I. Call to Order
  - a. Comments from the Chairman
- II. Recurring Agenda
  - a. Meeting was properly noticed
  - b. \*Approval of the proposed meeting agenda for May 23<sup>rd</sup>, 2023
  - c. \*Approval of the minutes from the regular meeting of the DIB on April 25<sup>th</sup>, 2023
  - d. \*Approval of the April Financials
- III. On-Going Business
  - a. PPD Report
  - b. Spotless Report
  - c. Marketing Report
  - d. Palafox Market
- IV. New Business
  - a. \*Website- Good Work Presentation
  - b. \*PPD & DIB MOU Community Policing- \$60,000/year
  - c. \*International Downtown Association Conference- Registration, Hotel, & Flights for staff
  - d. DIB Officer Ad Hoc Committee- Chair Michael Carro to set up committee to meet directly following June 27<sup>th</sup> DIB board meeting.
  - e. Executive Director Update (State Appropriation, CRA/DIB Interlocal, & FooFoo Fest)
- V. Old Business
- VIII. Public Comment
- IX. Adjournment

**Next meeting – June 27<sup>th</sup>, 2023  
(\* ) = approval item**



**Downtown Improvement Board  
Regular Monthly Meeting**

Tuesday April 25<sup>th</sup>, 2023, 7:30

**AGENDA**

Attendance- Michael Carro, Chairman, Jean Pierre N'Dione, Nathan Holler, Patti Sonnen, Chris McKean, Gregg Harding, Jennifer Brahier, Mike Kohler, Walker Wilson, Executive Director, Cailin Feagles, Director of Operations and Events

**I. Call to Order**

- a. Michael Carro, Chairman, called the meeting to order at 7:29 AM
- b. Agenda is amended to include discussion of the potential lifting of skateboarding ban on Palafox to new business.

**II. Recurring Agenda**

- a. Mr. Wilson confirmed the meeting was properly noticed.
- b. The proposed meeting agenda was motioned by Chris McKean and seconded by Patti Sonnen and unanimously approved.
- c. The minutes of the regular meeting held on March 28<sup>th</sup>, 2023 were motioned, seconded, and unanimously approved.
- d. DIB March financials were motioned, seconded, and unanimously approved.
  - Palafox Market over budget for the year
  - Waste Co-op over budget for year
  - Marketing over budget for month and year
    - FooFoo Fest grant
    - Trash Can signs on Palafox
  - Economic development under budget for year

**III. On-Going Business**

- a. PPD Report
  - New cameras still in progress
  - Successful events- Fred Levin Fest
- b. Spotless Report
  - New Spotless full-time employee
  - Pressure washing has begun on Garden Street
  - Spotless has been working on cleanliness in Jefferson Street Parking Garage
- c. Marketing Report
  - Easter Market at Palafox Market
  - Working with Visit Pensacola and Visit Florida for marketing opportunities.
  - Researching event/FooFoo Fest grants
  - Tall Ships promotion
  - Ideaworks- Working on a "Pick Up Pensacola" marketing campaign.
- d. Palafox Market



- Successful vendor participation for Easter Market and egg hunt
- Reapplications for Palafox Market North and South have begun.
- First day of expansion into Plaza Ferdinand on May 13th

#### IV. New Business

- a. \*Website- RFP Responses
  - Will be revisited next month to discuss differences in creating new site and converting existing site.
- b. \*ILA- CRA Amendment
  - Motioned, seconded, and unanimously approved.
- c. \*Request for Cleaning Services- Letter to Mayor requesting retained CRA funds be utilized for additional cleaning services through DIB ambassador program
  - Motioned, seconded, and unanimously approved.
- d. \*Team Pickle Presentation- Letter of support
  - Warehouse 4 Sports- Event space to promote sport tourism in Pensacola.
  - Letter of Support motioned, seconded, and unanimously approved.
- e. Palafox Market Bathroom Update
  - The Portland Loo, self-cleaning restroom- There will be 2 restrooms instead of 4.
- f. Potential lift of Skateboarding ban on Palafox
  - Safety concern on Palafox
  - There is a motion to send a letter to the city that the DIB is not in favor, motion is seconded, and is unanimously approved.

#### V. Old Business

- a. Pelican Drop- Walker Wilson meeting to check on the current status of the pelican.

#### VIII. Public Comment

- First settlement trail (May 13<sup>th</sup>) beginning at the Pensacola Museum of History

#### IX. Adjournment

- The Meeting was adjourned at 9:23 AM

**Next meeting – May 23<sup>rd</sup>, 2023**

**(\*) = approval item**

# DOWNTOWN IMPROVEMENT BOARD

## Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

April 2023

	Apr 23	Budget	\$ Over Budget	Oct '22 - Apr 23	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
1301 · Co-Op Participation	12,330.86	5,104.88	7,225.98	43,387.51	35,734.20	7,653.31	61,258.60
4010 · Ad Valorem Revenue	55,470.84	55,470.83	0.01	388,295.88	388,295.85	0.03	665,650.00
4015 · CRA Interlocal Income	0.00	0.00	0.00	404,623.78	404,623.00	0.78	404,623.00
4020 · Website Membership and Map	0.00	41.67	-41.67	0.00	291.65	-291.65	500.00
Program Revenue							
4030 · Palafox Market Vendor Payments	11,505.00	13,333.33	-1,828.33	110,817.95	93,333.35	17,484.60	160,000.00
Total Program Revenue	11,505.00	13,333.33	-1,828.33	110,817.95	93,333.35	17,484.60	160,000.00
4085 · LTU - Sidewalk Pressure Washing	0.00	0.00	0.00	0.00	6,500.00	-6,500.00	6,500.00
4900 · Sales Tax Collected - Rent	-752.67	-904.17	151.50	-7,662.01	-6,329.15	-1,332.86	-10,850.00
Total Income	78,554.03	73,046.54	5,507.49	939,463.11	922,448.90	17,014.21	1,287,681.60
Gross Profit	78,554.03	73,046.54	5,507.49	939,463.11	922,448.90	17,014.21	1,287,681.60
Expense							
3001 · Compactor - Waste Services	5,087.45	4,970.31	117.14	37,832.34	34,792.19	3,040.15	59,643.74
3002 · Compactor Lease	0.00	0.00	0.00	0.00	10.00	-10.00	10.00
3004 · Compactor - Security Fees	625.57	85.09	540.48	1,707.99	595.65	1,112.34	1,021.10
3007 · Compactor - Electric	45.41	48.65	-3.24	318.12	340.51	-22.39	583.76
5000 · CRA Interlocal Payment	0.00	0.00	0.00	504,623.78	504,623.00	0.78	504,623.00
5001 · Salaries, Benefits & Taxes							
5003.5 · 403(b) Employer Contribution	621.62			4,597.31	0.00	4,597.31	0.00
5001 · Salaries, Benefits & Taxes - Other	4,789.25	5,807.46	-1,018.21	36,242.73	43,555.97	-7,313.24	75,497.00
Total 5001 · Salaries, Benefits & Taxes	5,410.87	5,807.46	-396.59	40,840.04	43,555.97	-2,715.93	75,497.00
5006 · Board Meetings	0.00	20.83	-20.83	0.00	145.85	-145.85	250.00
5007 · Annual Meeting	0.00	0.00	0.00	0.00	0.00	0.00	250.00
5009 · Bank Charges	18.00	41.67	-23.67	106.00	291.65	-185.65	500.00
5004 · Insurance Expense-Other	30.33			212.31	0.00	212.31	0.00
5005 · Workers Comp Insurance	41.42	42.58	-1.16	413.94	298.10	115.84	511.00
5030 · Insurance- General Liability	951.33	643.33	308.00	6,659.31	4,503.35	2,155.96	7,720.00
5011 · Interest Expense	0.00	16.67	-16.67	0.00	116.65	-116.65	200.00
5012 · Office Rent	0.00	1,313.17	-1,313.17	7,910.45	9,192.15	-1,281.70	15,758.00
5013 · Office Supplies	168.84	83.33	85.51	815.17	583.35	231.82	1,000.00
5014 · Office Equipment/Software	61.23	333.33	-272.10	2,533.29	2,333.35	199.94	4,000.00
5015 · Postage	0.00	16.67	-16.67	124.80	116.65	8.15	200.00
5016 · Telecommunications	413.56	666.67	-253.11	2,898.55	4,666.65	-1,768.10	8,000.00
5017 · Website Support	0.00	407.58	-407.58	0.00	2,853.10	-2,853.10	4,891.00
5018 · Website Hosting	0.00	208.33	-208.33	311.34	1,458.35	-1,147.01	2,500.00
5019 · Computer Support/Email Leasing	284.99	208.33	76.66	2,335.44	1,458.35	877.09	2,500.00
5020 · Dues, Subscriptions, Publicatio	9.99	250.00	-240.01	2,521.21	1,750.00	771.21	3,000.00
5021 · Travel Entertainment & Educ.	0.00	250.00	-250.00	301.14	1,750.00	-1,448.86	3,000.00
5023 · Marketing Consultants	3,031.25	4,583.33	-1,552.08	35,135.20	32,083.35	3,051.85	55,000.00
5024 · Bookkeeping	700.00	1,000.00	-300.00	6,585.00	7,000.00	-415.00	12,000.00
5025 · Audit	0.00	0.00	0.00	11,750.00	11,750.00	0.00	11,750.00
5026 · Legal Counsel	0.00	666.67	-666.67	4,440.00	4,666.65	-226.65	8,000.00
5027 · Economic Development	520.38	6,250.00	-5,729.62	17,621.31	43,750.00	-26,128.69	75,000.00
5028 · Arts and Culture	0.00	385.25	-385.25	0.00	2,696.75	-2,696.75	4,623.00
5029 · Donation to Friends of Downtown	0.00	0.00	0.00	0.00	0.00	0.00	75,000.00
5227 · PPD Security	30,000.00	15,000.00	15,000.00	45,000.00	45,000.00	0.00	60,000.00
6000 · Palafox Market							
6001 · Palafox Market Project Mgmt	3,461.54	4,298.00	-836.46	29,793.87	32,235.00	-2,441.13	55,874.00
6003 · Permits / Street Closure	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00
6004 · Portable Toilet Rental	0.00	1,083.33	-1,083.33	5,200.00	7,583.35	-2,383.35	13,000.00
6005 · Market Anniversary Celebration	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
6006 · Farm Visit- Mileage Reimburseme	0.00	41.67	-41.67	0.00	291.65	-291.65	500.00
6007 · Marketing	1,564.65	833.33	731.32	14,723.32	5,833.35	8,889.97	10,000.00
6011 · Market App Program Fee	1,957.68	125.00	1,832.68	1,957.68	875.00	1,082.68	1,500.00
6012 · Market Security	1,000.00	850.00	150.00	5,800.00	5,950.00	-150.00	10,200.00
6013 · Palafox Market Event	0.00			750.00			
6015 · Bathroom Construction	3,390.00	3,390.00	0.00	23,730.00	23,730.00	0.00	40,680.00
6000 · Palafox Market - Other	0.00	1,183.00	-1,183.00	0.00	8,281.00	-8,281.00	14,196.00
Total 6000 · Palafox Market	11,373.87	11,804.33	-430.46	81,954.87	84,779.35	-2,824.48	149,150.00



# DOWNTOWN IMPROVEMENT BOARD

## Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

April 2023

	Apr 23	Budget	\$ Over Budget	Oct '22 - Apr 23	YTD Budget	\$ Over Budget	Annual Budget
7000 · Ambassador Program							
7001 · Ambassador Program Labor	10,993.42	11,250.00	-256.58	105,510.90	78,750.00	26,760.90	135,000.00
Total 7000 · Ambassador Program	10,993.42	11,250.00	-256.58	105,510.90	78,750.00	26,760.90	135,000.00
5041 · Pressure Washing	0.00	0.00	0.00	0.00	6,500.00	-6,500.00	6,500.00
Total Expense	69,767.91	66,353.58	3,414.33	920,462.50	932,410.97	-11,948.47	1,287,681.60
Net Ordinary Income	8,786.12	6,692.96	2,093.16	19,000.61	-9,962.07	28,962.68	0.00
Other Income/Expense							
Other Income							
4980 · Sales Tax Collection Allowance	30.00			176.38	0.00	176.38	0.00
4960 · Interest Income	1,301.82			3,689.74			
Total Other Income	1,331.82			3,866.12	0.00	3,866.12	0.00
Other Expense							
5901 · Fraudulent Charges	0.00			-343.98			
Total Other Expense	0.00			-343.98	0.00	-343.98	0.00
Net Other Income	1,331.82			4,210.10	0.00	4,210.10	0.00
Net Income	10,117.94	6,692.96	3,424.98	23,210.71	-9,962.07	33,172.78	0.00

# DOWNTOWN IMPROVEMENT BOARD

## Profit & Loss Budget Performance- For Mgmt Use Only

Accrual Basis

April 2023

	Apr 23	Budget	\$ Over Budget	Oct '22 - Apr 23	YTD Budget	\$ Over Budget	Annual Budget
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
<b>Program Revenue</b>							
<b>4030 · Palafox Market Vendor Payments</b>	11,505.00	13,333.33	-1,828.33	110,817.95	93,333.35	17,484.60	160,000.00
<b>Total Program Revenue</b>	11,505.00	13,333.33	-1,828.33	110,817.95	93,333.35	17,484.60	160,000.00
<b>Total Income</b>	11,505.00	13,333.33	-1,828.33	110,817.95	93,333.35	17,484.60	160,000.00
<b>Gross Profit</b>	11,505.00	13,333.33	-1,828.33	110,817.95	93,333.35	17,484.60	160,000.00
<b>Expense</b>							
<b>6000 · Palafox Market</b>							
<b>6001 · Palafox Market Project Mgmt</b>	3,461.54	4,298.00	-836.46	29,793.87	32,235.00	-2,441.13	55,874.00
<b>6003 · Permits / Street Closure</b>	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00
<b>6004 · Portable Toilet Rental</b>	0.00	1,083.33	-1,083.33	5,200.00	7,583.35	-2,383.35	13,000.00
<b>6005 · Market Anniversary Celebration</b>	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
<b>6006 · Farm Visit- Mileage Reimburseme</b>	0.00	41.67	-41.67	0.00	291.65	-291.65	500.00
<b>6007 · Marketing</b>	1,564.65	833.33	731.32	14,723.32	5,833.35	8,889.97	10,000.00
<b>6011 · Market App Program Fee</b>	1,957.68	125.00	1,832.68	1,957.68	875.00	1,082.68	1,500.00
<b>6012 · Market Security</b>	1,000.00	850.00	150.00	5,800.00	5,950.00	-150.00	10,200.00
<b>6013 · Palafox Market Event</b>	0.00			750.00			
<b>6015 · Bathroom Construction</b>	3,390.00	3,390.00	0.00	23,730.00	23,730.00	0.00	40,680.00
<b>Total 6000 · Palafox Market</b>	11,373.87	10,621.33	752.54	81,954.87	76,498.35	5,456.52	134,954.00
<b>Total Expense</b>	11,373.87	10,621.33	752.54	81,954.87	76,498.35	5,456.52	134,954.00
<b>Net Ordinary Income</b>	131.13	2,712.00	-2,580.87	28,863.08	16,835.00	12,028.08	25,046.00
<b>Net Income</b>	<b>131.13</b>	<b>2,712.00</b>	<b>-2,580.87</b>	<b>28,863.08</b>	<b>16,835.00</b>	<b>12,028.08</b>	<b>25,046.00</b>

**DIB - April 23**

<u>Code</u>	<u>Description</u>	<u>DIB Notes</u>	<u>YTD</u>
Income	<i>Overview</i>	<i>\$5,500 Over Budget</i>	<i>\$17K Over Budget</i>
1301	Co-Op Participation	\$7,000 Over Budget	\$7,600 Over Budget
4030	Palafox Market	\$1,800 Under Budget	\$17,400 Over Budget
Expense			
Expense	<i>Overview</i>	<i>\$3,000 Over Budget</i>	<i>\$11,900 Under Budget</i>
3001	<i>Compactor Co-Op</i>	<i>\$117 Over Budget</i>	<i>\$3,000 Over Budget</i>
5001	Salaries, Benefits & Taxes	\$400 Under Budget	\$2,700 Under Budget
5023	Marketing	\$1,500 Under Budget	\$3,000 Over Budget
5027	Economic Development	\$5,700 Under Budget	\$26,00 Under Budget
6000	Palafox Market	\$430 Under Budget	\$2,800 Under Budget
7000	Ambassador Program	\$250 Under Budget	\$26K Over Budget

# Treasurer's Report - DIB

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## MEMORANDUM

**To:** DIB Board

**From:** Walker Wilson, Executive Director

**Subject:** Treasurer's Report

**Date:** May

Total Income DIB **April:** \$73,554.03

Total Expense DIB **April:** \$69,767.91

Notes:

# DOWNTOWN IMPROVEMENT BOARD

## Balance Sheet - For Management Use Only

As of April 30, 2023

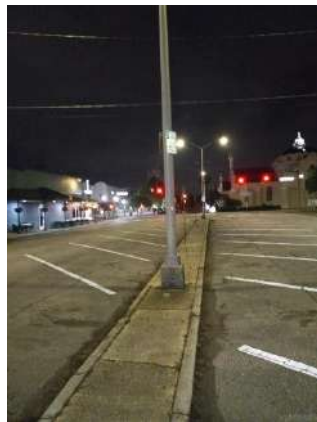
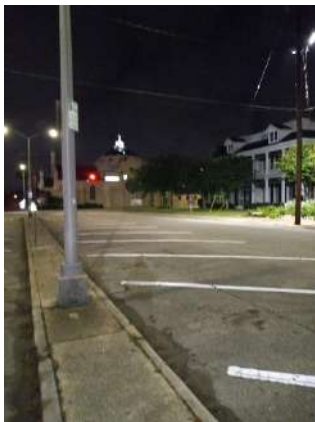
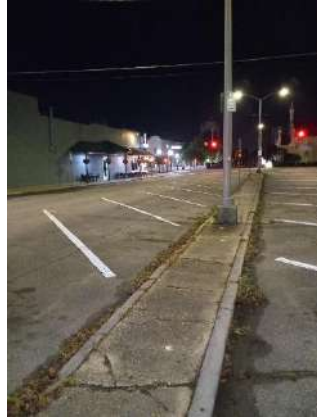
	Apr 30, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
101 · Cash - Synovus- 0237 Operating	
101.1 · BP Funds for Beautification	68,146.07
101.2 · LEAP Funds for Sign Maintenance	5,000.00
101 · Cash - Synovus- 0237 Operating - Other	-33,480.08
Total 101 · Cash - Synovus- 0237 Operating	39,665.99
103 · Synovus - Money Market	444,506.45
Total Checking/Savings	484,172.44
Accounts Receivable	
140.4 · A/R-Property Assessments	143,869.43
Total Accounts Receivable	143,869.43
Other Current Assets	
161 · Prepaid Expenses	572.00
140.9 · Due from Downtown Pens Alliance	80.25
140.5 · Due from Friends of Downtown	1,444.00
162 · City of P-Clean Up Deposit/Perm	1,000.00
164 · Prepaid Insurance	4,751.44
Total Other Current Assets	7,847.69
Total Current Assets	635,889.56
Fixed Assets	
Puppy Pit Stop Project	72,745.00
240 · Equipment	169,220.56
260 · Furniture & Fixtures	6,982.81
275 · Website Capitalized	10,850.00
300 · Less Accumulated Depreciation	-139,306.58
Total Fixed Assets	120,491.79
<b>TOTAL ASSETS</b>	<b>756,381.35</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
450 · Accounts Payable	2,287.10
Total Accounts Payable	2,287.10
Other Current Liabilities	
481 · Sales Tax Payable	752.67
453 · 403(b) Employer Contribution	2,802.59
471 · Payroll Liabilities	1,438.54
4849 · Deferred Revenue Sign Maint	5,000.00
490 · Deferred Revenue-Prop Taxes	277,354.12
Total Other Current Liabilities	287,347.92
Total Current Liabilities	289,635.02
Total Liabilities	289,635.02
Equity	
32000 · Unrestricted Net Assets	461,409.64
587 · Fund Balance	
302-001 · Audit Reclass	187,142.98
587 · Fund Balance - Other	-205,017.00
Total 587 · Fund Balance	-17,874.02
Net Income	23,210.71
Total Equity	466,746.33
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>756,381.35</b>



Tarragona Street weed abatement.



The Handlebars weed abatement



Wright street weed abatement



## Marketing Highlights April 2023



## SUMMARY

### PR/MEDIA



- Palafox Market News Release / Media Response
- Media Monitoring and Clips
- PR Planning for Palafox Market South
- Tall Ships Pensacola® Promotion

### OTHER



- Foo Foo Festival Grant Application
- Marketing strategy meetings
- Downtown area businesses boosted in April: Bodacious Olive, Saenger Theatre, Angelena's, Fish House, Dog House Deli, Zarzaur Law, The 5 Barrel, Odd Colony, 200 South, Maker's Cafe, The Rex Cafe, Bodacious Bookstore, UPH, Garden & Grain, Bavaria, The Handlebar, The Wine Bar, Bubba's Sweet Shop, Blue Wahoos, A1S Trail, NYN Badlands, O'Riley's, Blend, Agave, Jackson's, Rusted Arrow Mercantile, Peterbrooke, Gray Boutique, Bluetique, Vinyl, Jaco's, Play, (former) Big Top, Innerlight, Deshi, Perfect Plain, Papa's, Brother Fox, Celestine Bed & Breakfast, Lily Hall.

### CONTENT/DESIGN



- IN Weekly Ad
- Easter Social Media Roundup
- Palafox Market Rack Card Updates
- Palafox Market Professional Photos
- Palafox Market A-Frame Signs

### DIGITAL



- New Website—Vendor Coordination/Support
- Updates to DIB website About Page
- Downtown events on downtownpensacola.com

### SOCIAL MEDIA



- Daily Instagram and Facebook monitoring and response
- Instagram Stories on @downtownpensacola
- National Indie Bookstore Day
- Blake Doyle Skatepark Opening
- Palafox Market Social Media

## WEBSITE OVERVIEW

### WEBSITE VISITORS

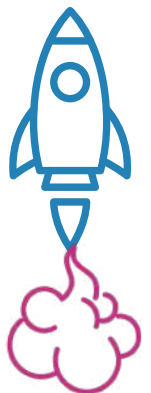
**6,477 Users**  
**7,431 Sessions**  
**13,196 Pageviews**

### TOP PAGES

**Home Page**  
**Events**  
**Directory**

### TOP REFERRING SITES

**pensacolasaenger.com**  
**carltonpalmspensacola.com**  
**weartv.com**





**INSTAGRAM**  
39,613 FOLLOWERS

19,022  
ACCOUNTS REACHED

2,294  
PROFILE VISITS

11,195  
TOP SINGLE POST ENGAGEMENT



**FACEBOOK**  
90,720 FOLLOWERS

290,987  
ACCOUNTS REACHED

5,925  
PROFILE VISITS

33,970  
TOP SINGLE POST ENGAGEMENT

## SAMPLE CLIPS-APRIL 2023



### New vendors rush for spot in Palafox Market

Brittany Misencik  
Pensacola News Journal  
USA TODAY NETWORK - FLORIDA

Pensacola's already wildly popular Palafox Market is seeing a surge of new vendor applications in preparation for its expansion to Plaza Ferdinand on May 13.

The Saturday sister market will operate under the same name and hours, help to alleviate a growing vendor waitlist and provide more opportunities for small business owners in the area. After the expansion was announced, that waitlist doubled to about 100 vendors, according to Downtown Improvement Board Executive Director Walker Wilson.

The space will be able to accommodate up to 85 new vendors. However, they likely be starting out with about 50 for opening day, he said.

Wilson noted that not all accepted vendors appear at the market weekly. The current market has about 150 vendor spots, but 200 vendors that are considered "active" and are rotated in periodically.

Hosted by the Downtown Improvement Board, Palafox Market opened in 2006 with about 25 farmers but has grown to weekly markets featuring painters, jewelry makers, glass blowers, bakers, floral designers, and other cottage entrepreneurs.

The market attracts anywhere from

See VENDORS, Page 2A



Shoppers check out the vendors at the Palafox Market in Downtown Pensacola.

JOHN BLACKLEY/BLACKLEYPHOTO.COM



Shoppers check out the vendors at the Palafox Market in Downtown Pensacola.

JOHN BLACKLEY/BLACKLEYPHOTO.COM

to the market at a new restaurant they've never been to before. It's really a benefit not only the folks that are participating in the market as a vendor, but also all the other businesses in



**WKRQ 5**  
ESCAMBIA COUNTY  
**Expanded Palafox Market looking for vendors ahead of May 13 opening**  
By Britt Misencik  
Posted Apr 28, 2023 10:41 PM CDT  
Updated Apr 28, 2023 10:41 PM CDT

Downtown Pensacola is at Bavaria Pensacola.

Posted by Caron Sjöberg  
Apr 20 · Pensacola, FL · 🌐

Long before our friends at Bavaria Pensacola moved in to 10 South Palafox, the West Florida Steam Bakery, manufacturer of bread... See more



See insights and ads

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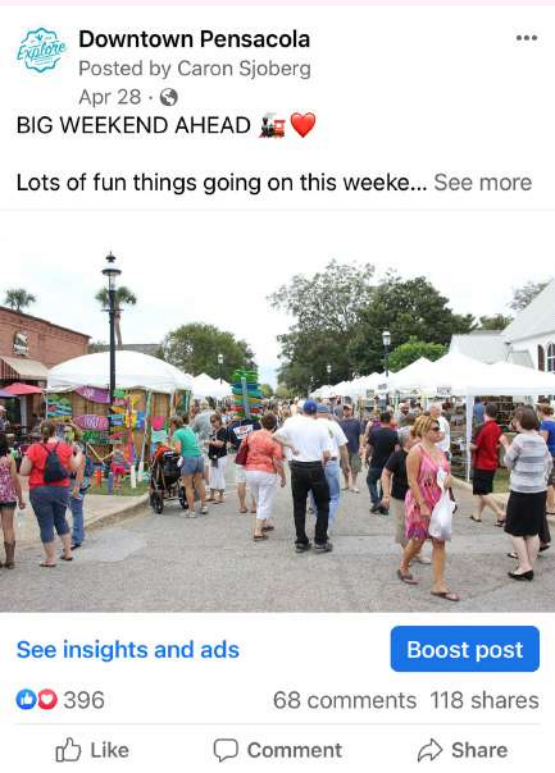
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720 NEW LIKES/FOLLOWS

### Vendors

Continued from Page 1A

5,000 to 8,000 people in the first-hour Saturday window, according to Wilson.

Pensacola's City Council voted unanimously on March 9 to expand the market, amending a 1997 vote that heavily restricted use of Plaza Ferdinand "in order to preserve its landscaping, historical attributes, and general beauty."

Mayor D.C. Reeves made the case to council members that it is possible to preserve the history and beauty of the park while also using it as an asset to make the city more economically and culturally vibrant.

The revenue from both the original market and the expansion should bring in around \$460,000 to \$480,000 annually to spend on projects within both parks, according to Wilson.

With the influx of people on park grounds, Wilson said they are taking precautions to preserve the area's historical integrity. One way is by requiring each vendor puts an outdoor rug down on the ground and prohibiting any stakes from being placed in the soil.

Wilson said he thinks the market will be a positive addition to the already successful Palafox Market. It will provide more variety for the consumers, more money for the city, more opportunities for vendors and more foot traffic for the surrounding businesses.

"It also gives an opportunity for more individuals that are looking to start a small business to try and jump in and see if they've got a market here in the Pensacola area to sell their products," Wilson said. "It also gives folks an opportunity to see what else we've got downtown if they're walking back and forth between the two locations of the market because they're only three blocks away from each other. They might stop into a new retail store they've never been to before. They might try grabbing lunch after they go

to the market at a new restaurant they've never been to before. It's really a benefit not only the folks that are participating in the market as a vendor, but also all the other businesses in

### A15 URBAN ADVENTURE & AFTER PARTY

117 E. Government St. Pensacola, FL

Join the America's First Settlement Trail for an exciting, 3-hour urban adventure of historic Pensacola in downtown Pensacola. The A15 Urban Adventure starts at 10 a.m. with tiered start times and ends at 3 p.m. After the adventure, celebrate at the after-party from 3:30 p.m. to 5:30 p.m. Price \$10 through May 18, \$15 after May 18. Tiered start times from 10 a.m. - 12 p.m. Contestants will have three hours to complete the adventure. Facilitated through Cogames, registrants will have three hours to complete a game that explores the America's First Settlement Trail, solves puzzles, and tests knowledge of Pensacola's history. Afterparty: 3 p.m. - 5:30 p.m. After the games, Voices of Pensacola's afterparty will include refreshments and awards from 3:30-5:30 p.m. Awards are distributed based on points won via the game. Participants do not have to be present to win. Follow this link for more info: <https://www.visitpensacola.com/a15adventure/>

### Event Times

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POWERED BY IDEAWORKS

MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF  
PENSACOLA, FLORIDA  
AND  
DOWNTOWN IMPROVEMENT B O A R D

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2023 by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS Ordinance 47-72 sets out the location and boundaries of the taxing district in the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the "DIB District"); and

WHEREAS the Pensacola Downtown Improvement Board Act authorizes the DIB to enter into agreements with other governmental agencies or public bodies; and

WHEREAS, the DIB wishes to develop and implement Community Policing Innovations which for this agreement is defined as a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol; and

WHEREAS the DIB does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the DIB by focusing resources upon Community Policing Innovations in an effort to reduce crime within the DIS District; and the City and the DIB are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the DIB District, benefit the local economy, and be of substantial benefit to the DIB and the City by jointly undertaking community policing innovations within the DIB District;



WHEREAS there exists an Interlocal Agreement for Community Policing Innovations Fiscal Year 2023 between the Community Redevelopment Agency of the City of Pensacola, Florida and The City of Pensacola, Florida and Amendment 1 to the Interlocal Agreement For Community Policing Innovations Fiscal Year 2023 between the Community Redevelopment Agency of the City of Pensacola, Florida and The City of Pensacola, Florida; and

WHEREAS the parties desire to enter into an MOU setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the DIB District through Community Policing Innovations; and

WHEREAS the parties have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Article1: Purpose**

#### **1.1 Purpose**

The recitals contained in the preamble of this MOU are declared to be true and correct and are hereby incorporated into this MOU. It is also the purpose of this MOU to define and delineate the responsibilities and obligations of the parties to this MOU, and to express the desire of the parties to cooperate to accomplish the purposes and expectations of this MOU.

### **Article 2: Project**

#### **2.1 Description.**

The Project consists of the desire of the DIB to share in the cost of Community Policing Innovations as set forth in the Interlocal Agreement For Community Policing Innovations Fiscal Year 2023 between the Community Redevelopment Agency of the City of Pensacola, Florida and The City of Pensacola, Florida (hereinafter referred to as "CRA ILA FY 2023") and Amendment 1 to the Interlocal Agreement For Community Policing Innovations Fiscal Year 2023 between the Community Redevelopment Agency of the City of Pensacola, Florida and The City of Pensacola, Florida (hereinafter referred to as "CRA ILA FY 2023 Amendment 1").

The DIB desires to make payments to the City of Pensacola for the benefits received by the DIB District as a result of the Community Policing Innovations set forth in the CRA ILA FY 2023 and CRA ILA FY 2023 Amendment 1 because the geographic boundaries of the DIB District are located within the area defined in CRA ILA FY 2023 and CRA ILA FY 2023 Amendment 1. The CRA ILA FY 2023 and CRA ILA FY 2023 Amendment 1 are attached together as Exhibit A.

## 2.2 Community Policing Innovation Services.

The Community Innovation Policing services that are provided are set forth in the CRA ILA FY 2023 and CRA ILA FY 2023 Amendment 1.

## 2.3 Project Administration.

The City, in consultation and cooperation with the DIB, shall be responsible for and shall oversee the administration of the Project.

## 2.4 DIB Payments.

The parties mutually acknowledge and agree that for any given fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>) the DIB will be responsible for up to \$60,000 of aggregate cost for the undertaking of the Project as described in Section 2.1. The City shall provide DIB quarterly invoices in the amount of \$15,000. Within 30 days of receipt of periodic invoices from the City, the DIB shall make payment to the City.

# **Article 3: General Provisions**

## 3.1 Term and Termination.

(a) This MOU shall remain in place until terminated, but for no longer than three (3) years from its inception.

(b) This MOU may be terminated, for convenience, at any time.

## 3.2 Headings.

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

## 3.3 Survival:

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

## 3.4 Governing Law.

This MOU 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, which is the subject of this MOU shall be in the City of Escambia.

## 3.5 Severability.

The invalidity or non-enforceability of any portion or provision of this MOU 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 MOU and the

balance hereof shall be construed to enforce as if this MOU did not contain such invalid or unenforceable portion of provision.

### 3.6 Further Documents.

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

### 3.7 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 **MOU**.

### 3.8 Notices.

All notices required or made pursuant to this MOU by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**TO THE CITY**

Executive Director  
226 South Palafox Street, Suite 106  
Pensacola, FL 32502

**TO THE DIB**

City Administrator  
222 West Main Street  
Pensacola, FL 32502

Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this section.

### 3.9 Liability

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 City and D18, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this MOU.

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

PENSACOLA DOWNTOWN  
IMPROVEMENT BOARD

CITY OF PENSACOLA, FLORIDA

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Mayor, D.C. Reeves

Attest:

\_\_\_\_\_  
City Clerk, Ericka L. Burnett

\_\_\_\_\_  
Secretary

Approved As To Substance:

\_\_\_\_\_  
Department Director/Division Head

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

# Exhibit A



INTERLOCAL AGREEMENT  
FOR COMMUNITY POLICING INNOVATIONS  
FY 2023

between

THE COMMUNITY REDEVELOPMENT AGENCY OF  
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2022097394 9/28/2022 4:17 PM  
OFF REC BK: 8866 PG: 334 Doc Type: AGM  
Recording \$154.50

This **INTERLOCAL AGREEMENT** (the "Agreement"), is made and entered into as of this 23<sup>rd</sup> day of September, 2022 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

**WITNESSETH:**

**WHEREAS**, the City Council of the City of Pensacola, Florida (the "City Council"), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

**WHEREAS**, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

**WHEREAS**, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

**WHEREAS**, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

**WHEREAS**, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

**WHEREAS**, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

**WHEREAS**, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

**WHEREAS**, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the urban core community redevelopment area in the City; and

**WHEREAS**, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

**WHEREAS**, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as "a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol"; and

**WHEREAS**, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

**WHEREAS**, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

**WHEREAS**, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

**WHEREAS**, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the urban core community redevelopment area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

**WHEREAS**, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist, and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of

Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the "Project") to be provided hereinafter by the City; and

**WHEREAS**, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

**WHEREAS**, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

**NOW, THEREFORE**, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

## ARTICLE 1: AUTHORITY

### 1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

## ARTICLE 2: DEFINITIONS

### 2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) "Act" means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) "Agency" means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) "Agency Payments" means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) "Agency's Other Obligations" means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) "Agreement" means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) "Available Increment Revenues" means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) "City" means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) "City Council" means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) "Community Policing Innovations" means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) "Community Policing Innovations Account" means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) "Community Redevelopment Area" or "Urban Core Community Redevelopment Area" means the area found to be a slum or blighted and described in Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) "Effective Date" means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) "Expiration Date" means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) “Fiscal Year” means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to general law as the fiscal year of the Agency or the City, respectively.

(15) “Increment Revenues” means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) “Plan” means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) “Redevelopment Trust Fund” means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) “Termination Date” means September 30, 2023, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

## 2.2. Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons. “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter”, and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

## 2.3. Florida Statutes.

Any and all references herein to the “Florida Statutes” are to Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

# ARTICLE 3: PURPOSE

## 3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency’s Increment Revenues (as defined in the Act) on general government

operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

#### ARTICLE 4: THE PROJECT

##### 4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17<sup>th</sup> Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City.

##### 4.2. Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

##### 4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed \$100,000. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

#### ARTICLE 5: FINANCING

##### 5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking Community Policing Innovations within the Community Redevelopment Area is not to exceed \$100,000 for Fiscal Year 2023. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

##### 5.2. Community Policing Innovations Account.



(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

#### 5.3 Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

#### 5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency

Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from



time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

#### 6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by, it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

#### ARTICLE 7: DEFAULT; TERMINATION

##### 7.1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an “event of default” by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any “event of default” described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

##### 7.2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an “event of default” by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

## ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency:	Community Redevelopment Agency of The City of Pensacola, Florida Post Office Box 12910 Pensacola, Florida 32521-0001 Attention: Manager
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To the City:	City of Pensacola Post Office Box 12910 Pensacola, Florida 32521-0001 Attention: City Administrator
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(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid and sufficient for

all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF PENSACOLA, FLORIDA

Teniade Broughton  
Teniade Broughton, CRA Chairperson

Attest:

Ericka L. Burnett  
Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

Grover C. Robinson, IV  
Grover C. Robinson, IV, Mayor

Attest:

Ericka L. Burnett  
Ericka L. Burnett, City Clerk

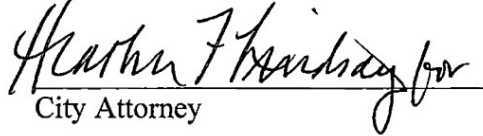


Approved as to Content:



Victoria D'Angelo, Asst. CRA Manager

Approved as to Form and Execution:

  
City Attorney

Heather F. Lindsay  
Asst. City Attorney



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Legislation Details (With Text)

**File #:** 22-00803 **Version:** 1 **Name:**  
**Type:** Action Item **Status:** Passed  
**File created:** 8/1/2022 **In control:** Community Redevelopment Agency  
**On agenda:** 8/15/2022 **Final action:** 8/15/2022  
**Enactment date:** **Enactment #:**  
**Title:** FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT  
**Sponsors:** Teniade Broughton  
**Indexes:**  
**Code sections:**  
**Attachments:** 1. FY2023 Community Policing Interlocal Agreement

Date	Ver.	Action By	Action	Result
8/15/2022	1	Community Redevelopment Agency	Approved	Pass

### ACTION ITEM

**SPONSOR:** Teniade Broughton, Chairperson

### **SUBJECT:**

FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT

### **RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve an interlocal agreement with the City of Pensacola for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

### **SUMMARY:**

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17<sup>th</sup> Avenue to A Street.

### **PRIOR ACTION:**



July 25, 2002 - City Council adopted Resolution No. 21-02, CRA Plan Additional Priority Element - Urban Core Area Community Policing Innovations.

January 20, 2010 - City Council adopted Resolution No. 02-10, Urban Core Community Redevelopment Plan, 2010, including Community Policing Innovations for the Urban Core.  
September 20, 2010 - CRA approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 23, 2010 - City Council approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 19, 2011 - CRA approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

September 22, 2011 - City Council approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

November 28, 2011 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

December 1, 2011 - City Council approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

May 8, 2017 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing until September 30, 2018.

October 8, 2018 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2019.

April 8, 2019 - CRA authorized the purchase and installation of a security camera at Jefferson Street and Government Street under the Fiscal Year 2019 Urban Core Community Policing Interlocal Agreement.

September 9, 2019 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 12, 2019 - City Council approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 8, 2020 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2021.

September 7, 2021 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2022.

**FUNDING:**

Budget: \$ 100,000

Actual: \$ 100,000

**FINANCIAL IMPACT:**

Funding in the amount of \$100,000 has been included in the CRA Fiscal Year 2023 proposed budget for the Interlocal Agreement.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

8/4/2022

**STAFF CONTACT:**

Kerrith Fiddler, City Administrator  
David Forte, Deputy City Administrator - Community Development  
Sherry Morris, Development Services Director  
Victoria D'Angelo, Assistant CRA Manager

**ATTACHMENTS:**

- 1) FY2023 Community Policing Interlocal Agreement

**PRESENTATION:** Yes

AMENDMENT NO.1  
INTERLOCAL AGREEMENT  
FOR COMMUNITY POLICING INNOVATIONS  
FY 2023

between

THE COMMUNITY REDEVELOPMENT AGENCY OF  
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2023007799 2/1/2023 8:23 AM  
OFF REC BK: 8924 PG: 91 Doc Type: AGM  
Recording \$27.00

This **AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT** (the "Agreement"), is made and entered into as of this 27<sup>th</sup> day of JANUARY, 2023 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

**WITNESSETH:**

**WHEREAS**, on August 8, 2022, the Agency and the City entered into an Interlocal Agreement for the purpose of undertaking community policing innovations within the Urban Core Community Redevelopment Area ("the District"); and

**WHEREAS**, the Interlocal Agreement established that the amount of Agency payments made towards the undertaking of community policing activities would not exceed \$100,000 for Fiscal Year 2023; and

**WHEREAS**, the Agency and City, jointly, desire to create additional police presence within the District in an effort to improve safety and security within the District, particularly during night and weekend hours; and

**WHEREAS**, the add such services is estimated at \$191,700; and

**WHEREAS**, the Agency and City agree to increase the amount of Agency payments to be made in accordance with the Interlocal Agreement to an amount not to exceed \$291,700 for the Fiscal Year 2023; and

**WHEREAS**, both the Agency and City desire to continue the community policing activities embodied in the Interlocal Agreement; and

**WHEREAS**, the Agency and City, desire to amend the Interlocal Agreement upon the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the recitals above and the mutual covenants and agreements herein contained, it is agreed by the Agency and City that the Interlocal Agreement shall be amended as follows:

1. The Parties agree that the recitals above are true and correct and are hereby incorporated into this Amendment.
2. Section Article 4.3 of the Interlocal Agreement is amended to increase the sum of Agency Payments to be made under the terms of the Interlocal Agreement during Fiscal Year 2023 from an amount not to exceed \$100,000 to an amount not to exceed \$291,700.
3. The remaining provisions of the Interlocal Agreement shall remain in full force and effect.
4. This Amendment No. 1 to the Interlocal Agreement shall be recorded by the CRA upon full execution.

**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT  
AGENCY  
OF THE CITY OF PENSACOLA,  
FLORIDA

  
Teriade Broughton, CRA Chairperson

Attest:

  
Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

 for!  
D.C. Reeves, Mayor

Attest:

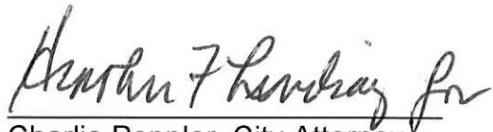
  
Ericka L. Burnett, City Clerk

Approved as to Content:



Victoria D'Angelo, Assistant CRA Manager

Approved as to Form and Execution:



Charlie Pepler, City Attorney

Heather F. Lindsay  
Asst. City Attorney



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Master

File Number: 23-00057

File ID: 23-00057

\*Type: Legislative Action Item

Status: Passed

Version: 1

Attorney  
Review::

\*Meeting Body: City Council

File Created: 01/06/2023

Subject:

Final Action: 01/19/2023

Title: AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY  
POLICING FOR FISCAL YEAR 2023

\*Agenda Date: 01/19/2023

Agenda Number: 16.

Sponsors: Teniade Broughton

Enactment Date:

Attachments: FY2023 Interlocal Agreement for Community Policing,  
Amendment No. 1 to FY2023 Interlocal Agreement for  
Community Policing

Enactment Number:

Recommendation:

Hearing Date:

Entered by: GranicusCouncilStaff@cityofpensacola.com

Effective Date:

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	01/17/2023	Placed on Regular Agenda				Pass
	Action Text:	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	01/19/2023	Approved				Pass
	Action Text:	A motion was made by Council Member Moore, seconded by Council Member Patton, that this Legislative Action Item be Approved. The motion carried by the following vote:					
		Yes: 6	Council Member Patton, Council President Wiggins, Council Vice President Jones, Council Member Moore, Council Member Brahier, and Council Member Broughton				
		No: 1	Council Member Bare				

### Text of Legislative File 23-00057

#### LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:



AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY POLICING  
FOR FISCAL YEAR 2023

**RECOMMENDATION:**

That the City Council approve Amendment No. 1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola to increase the allocation to an amount not to exceed \$291,700 to increase police presence within the Urban Core Community Redevelopment Area, particularly during night and weekend hours

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17th Avenue to A Street. The Interlocal Agreement for Community Policing for Fiscal Year 2023 was approved by the CRA on August 15, 2022, which allocated up to \$100,000 towards community policing innovations in this district. Currently the CRA and DIB, jointly, fund two dedicated community policing officer positions for the Urban Core district.

The City is requesting to add two additional dedicated officers to increase safety and security within the district, particularly during night time and weekend hours. The cost to add these positions is estimated at \$191,700, which includes funding for salaries and benefits and necessary equipment, uniforms and police bikes. The estimated cost breakdown is as follows:

<b>Annual Salary</b>	<b>\$88,100</b>
<b>Benefits</b>	<b>\$65,600</b>
<b>Equipment, Uniforms</b>	<b>\$30,000</b>
<b>Police Bike</b>	<b>\$8,000</b>
<b>Total</b>	<b>\$191,700</b>

An amendment to the Interlocal Agreement is requested to increase the total amount authorized to an amount not to exceed \$291,700 to add the additional positions.



**PRIOR ACTION:**

August 15, 2022 - The CRA approved an Interlocal Agreement with the City of Pensacola for the purpose of providing community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

**FUNDING:**

Budget: \$ 291,700

Actual: \$ 291,700

**FINANCIAL IMPACT:**

Amendment of the Interlocal Agreement will increase the maximum amount of funding for community policing by \$191,700 to an amount not to exceed \$291,700. The supplemental funding will be transferred from Urban Core Acquisition and Redevelopment in the Fiscal Year 2023 CRA Fund budget.

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) FY2023 Interlocal Agreement for Community Policing
- 2) Amendment No. 1 to FY2023 Interlocal Agreement for Community Policing

**PRESENTATION:** No



## Legislation Details (With Text)

**File #:** 23-00004 **Version:** 1 **Name:**  
**Type:** Action Item **Status:** Passed  
**File created:** 12/20/2022 **In control:** Community Redevelopment Agency  
**On agenda:** 1/17/2023 **Final action:** 1/17/2023  
**Enactment date:** **Enactment #:**  
**Title:** AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY POLICING FOR FISCAL YEAR 2023  
**Sponsors:** Teniade Broughton  
**Indexes:**  
**Code sections:**  
**Attachments:** 1. FY2023 Interlocal Agreement for Community Policing, 2. Amendment No. 1 to Interlocal Agreement

Date	Ver.	Action By	Action	Result
1/17/2023	1	Community Redevelopment Agency	Approved	Pass

### **ACTION ITEM**

**SPONSOR:** Teniade Broughton, Chairperson

### **SUBJECT:**

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY POLICING FOR FISCAL YEAR 2023

### **RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) approve Amendment No. 1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola to increase the allocation to an amount not to exceed \$291,700 to increase police presence within the Urban Core Community Redevelopment Area, particularly during night and weekend hours.

### **SUMMARY:**

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core

Community Redevelopment Area from 17<sup>th</sup> Avenue to A Street. The Interlocal Agreement for Community Policing for Fiscal Year 2023 was approved by the CRA on August 15, 2022, which allocated up to \$100,000 towards community policing innovations in this district. Currently the CRA and DIB, jointly, fund two dedicated community policing officer positions for the Urban Core district.

The City is requesting to add two additional dedicated officers to increase safety and security within the district, particularly during night time and weekend hours. The cost to add these positions is estimated at \$191,700, which includes funding for salaries and benefits and necessary equipment, uniforms and police bikes. The estimated cost breakdown is as follows:

<b>Annual Salary</b>	\$88,100
<b>Benefits</b>	\$65,600
<b>Equipment, Uniforms</b>	\$30,000
<b>Police Bike</b>	\$8,000
<b>Total</b>	<b>\$191,700</b>

An amendment to the Interlocal Agreement is requested to increase the total amount authorized to an amount not to exceed \$291,700 to add the additional positions.

**PRIOR ACTION:**

August 15, 2022 - The CRA approved an Interlocal Agreement with the City of Pensacola for the purpose of providing community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

**FUNDING:**

Budget: \$ 291,700

Actual: \$ 291,700

**FINANCIAL IMPACT:**

Amendment of the Interlocal Agreement will increase the maximum amount of funding for community policing by \$191,700 to an amount not to exceed \$291,700. The supplemental funding will be transferred from Urban Core Acquisition and Redevelopment in the Fiscal Year 2023 CRA Fund budget.

**LEGAL REVIEW ONLY BY CITY ATTORNEY:** Yes

12/23/2022

**STAFF CONTACT:**

David Forte, Deputy City Administrator - Community Development  
Sherry Morris, Development Services Director  
Victoria D'Angelo, CRA Assistant Manager  
Eric Randall, Pensacola Police Chief

**ATTACHMENTS:**

- 1) FY2023 Interlocal Agreement for Community Policing
- 2) Amendment No. 1 to Interlocal Agreement

**PRESENTATION:** Yes



IDA 69th Annual Conference & Marketplace

October 2, 2023 - October 7, 2023

Extend your stay

Use calendar to manage your stay dates

Check-in

Sat  
Sep 30

Sun  
Oct 01

Mon  
Oct 02

Tue  
Oct 03

Wed  
Oct 04

Thu  
Oct 05

Fri  
Oct 06

-

-

-

USD  
229.00

USD  
229.00

USD  
229.00

USD  
229.00

Checkout

Sat  
Oct 07

Sun  
Oct 08

Mon  
Oct 09

Tue  
Oct 10

Wed  
Oct 11

Thu  
Oct 12

Fri  
Oct 13

USD  
229.00

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Available

Selected

Event

Unavailable

Waitlist

Reservation Summary

Check-in

Tue, Oct 3, 2023

Checkout

Sat, Oct 7, 2023

Rooms

1

Guests per room

1

PALMER HOUSE HILTON

1 DOUBLE BED

1 adult, 4 nights

USD 916.00

Change rooms

Subtotal

USD 916.00

TAXES & FEES

Room Tax (17.4% per night)

USD 159.38

Grand Total

USD 1,075.38

Edit reservation

Next

Join Hilton Honors

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Wake Up & Go Go

Breakfast Bags Available 5am-8am

Show details



**INSPIRED LEADERS  
SHAPING CITIES**

	EARLY REGISTRATION UNTIL JULY 12, 2023	STANDARD REGISTRATION UNTIL SEPTEMBER 6, 2023	ON-SITE REGISTRATION ENDS OCTOBER 6, 2023
U.S. MEMBER RATE	\$825	\$875	\$975
CANADIAN MEMBER RATE	\$650	\$700	\$780
INTERNATIONAL MEMBER RATE	\$575	\$620	\$700
U.S. NONMEMBER RATE	\$1,025	\$1,075	\$1,175
CANADIAN NONMEMBER RATE	\$830	\$880	\$960
INTERNATIONAL NONMEMBER RATE	\$750	\$800	\$880
DAILY RATE ONE-DAY ONLY	\$425	\$425	\$475

2023 Annual Conference & Marketplace: The above prices are in USD. All prices are subject to change.