

September 19, 2011
Pensacola, Florida

A regular meeting of the Community Redevelopment Agency was held on September 19, 2011, commencing at 3:15 PM, with Chairperson Megan Pratt presiding. Members present were Vice Chair Brian Spencer, Maren Deweese, Sam Hall, John Jerralds, Larry Johnson, Sherri Myers, and P.C. Wu. Ronald Townsend was absent.

Chairperson Megan Pratt – called the meeting to order and addressed the action item for consideration.

1. SUBJECT: APPROVAL OF THE MINUTES

Reference Material:

Transcription of Minutes dated August 15, 2011.

Recommendation:

That the Community Redevelopment Agency approve the minutes of the August 15, 2011 meeting as presented.

CRA Member Deweese moved to approve and CRA Member Jerralds seconded.

CRA Members Pratt, and Spencer disclosed for the record that they presently are owners or controllers of interest directly or indirectly of property in the CRA, Member Spencer was absent for the declaration and vote.

Chairperson Megan Pratt – called for the vote.

The motion passed unanimously.

2. SUBJECT: INTERLOCAL SERVICE AGREEMENT BETWEEN CITY AND CRA FOR COMMUNITY POLICING, PUBLIC SPACE IMPROVEMENT MAINTENANCE AND ADMINISTRATIVE SERVICES.

Reference Material:

Board Memorandum dated September 19, 2011

Recommendation:

That Community Redevelopment Agency approve an Interlocal Agreement with the City to provide Community Policing, Asset Maintenance (Landscape/Park)

and Administrative Services for the Urban Core Community Redevelopment Area.

CRA Member Jerralds moved to approve and CRA Member Deweese seconded.

CRA Member Myers stated that the Interlocal Agreement would combine three existing agreements including staffing for the CRA. She stated that she was disturbed by the termination of Thaddeus Cohen's contract without CRA input, and had a proposal that would address two issues she had with the proposed Interlocal Agreement. The first issue was on Page 7, Paragraph 3.2 regarding personnel. She stated that she had a problem with the wording and asked if **CRA Administrator Bray** could verify that it was the same wording as the previous Interlocal agreement. **CRA Administrator Bray** confirmed that it was substantially the same wording. **CRA Member Myers** proposed to give the CRA control over the hiring and firing of the CRA Administrator and wanted to propose alternative language to accomplish that. The language would read that the CRA Administrator shall be an employee of the CRA and under the supervision of the CRA with the CRA President having direct supervision over the work of the CRA Administrator. The CRA retains the right to terminate the CRA Administrator with good cause. The present CRA Administrator shall continue in the current position unless otherwise terminated by the CRA for good cause. The other alternative would be that the personnel services that the CRA determined to be appropriate to fulfill their role and obligation shall be provided the City and shall be subject to supervision by the City. **CRA Member Myers** wants the CRA to determine what personnel services are needed and not leave it open for the City to make that determination. **CRA Member Myers** stated that she was not going to vote for the proposed Interlocal Agreement as worded without the CRA having a voice and say over hiring and firing of the CRA Administrator. Her other issue with the proposed Interlocal Agreement pertained to how the agreement would be terminated. Page 10, Paragraph 7.2 states that the agreement could be terminated by either party for good cause with 90 days notice. **CRA Member Myers** would like the phrase "for good cause" deleted as she felt that if the current CRA Administrator was terminated under the current agreement, the CRA would not have a say in that since the term "good cause" was not defined and too vague.

CRA Member Hall stated that he agreed with **CRA Member Myers'** second point regarding the written notice for termination, and thought that worked well for both the City and the CRA. As for the other change regarding staffing, he felt it was late in the game to address that issue since it could always be brought up again at a later date. He would recommend that the proposed Interlocal Agreement be approved with the one amendment, deleting the phrase "for good cause", as proposed by **CRA Member Myers** included.

CRA Member DeWeese asked City Attorney Messer as to the wording of the amendments proposed by **CRA Member Myers**, as the CRA had a Chairperson, not a President, and asked what the amendments would accomplish.

CRA Chair Megan Pratt stated that when this issue arose she envisioned nonprofit contracts for administrative services. She distributed IHMC grants and City contracts for auditing services which she felt could be used as a model format.

City Attorney Messer stated that this was a dilemma that needed to be discussed. Mr. Messer advised that he had discussed the issue with Council President DeWeese and CRA Administrator Bray, and advised them that he was the City Attorney, not the CRA Attorney. Mr. Messer stated that he had tried to facilitate the process by helping CRA Administrator Bray, but clearly the executive had opinions and positions on personnel matters and he had rendered his own legal opinions on the subject. Mr. Messer stated that the amendment proposed by CRA Member Myers was contrary to those opinions and positions. Mr. Messer stated that he wanted to avoid making one recommendation to the 7th Floor executive branch and a contrary recommendation to the CRA. Mr. Messer said that it might be better to defer the issue to City Chief of Staff Asmar as he was caught in the middle.

CRA Member DeWeese suggested that perhaps the attorney specializing in CRA issues could review the proposed amended language for the CRA and Mr. Messer could review for the executive branch of the City.

CRA Member Jerralds asked timeline was involved.

CRA Chair Megan Pratt stated that the current agreement expired on October 1, 2011 and she would suggest that if there were substantial issues to be resolved that it be referred to staff and reconvene prior to the Thursday Council meeting that week with input from outside Counsel.

CRA Member Jerralds stated that the issue was in a state of unreadiness and needed to be cleaned up prior to action being taken by the CRA.

CRA Member Spencer concurred and added that more than 72 hours was needed.

CRA Chair Megan Pratt suggested that the Interlocal could be make effective for one month only and then could be reexamined.

CRA Member Myers made a motion stating that she would be in favor extending all three agreements for 30 days while the attorney specializing in CRA issues looked at their concerns. She stated that she liked the model language that CRA Chair Pratt had provided.

CRA Member Jerralds seconded the motion.

CRA Member Hall offered a substitute motion to approve the Interlocal Agreement with the previously discussed amendment and 90 day language, as the discussion as to the rest could be reopened later, but the Interlocal Agreement would be approved.

CRA Member Myers stated that she would be comfortable with the agreement being approved for 30 days.

CRA Member Johnson asked for a 60 day compromise.

Chairperson Megan Pratt stated that the motion would approve the proposed agreement presented to Council for 60 days and that she hoped the issue would be coming back before the CRA to discuss alternative language at the next meeting.

CRA Administrator Bray asked for clarification on following up with the attorney that specializes in CRA issues as he had reviewed the agreement for statutory compliance but not policy issues such as staffing. CRA Administrator Bray asked if the request was for input on supervision of staff.

CRA Member Spencer asked what prevented City Attorney Messer from clarifying the issue.

City Attorney Messer stated that nothing prevented him from doing so, and that the issue came down to ownership of personnel.

CRA Member Wu stated that he had been opposed to the new City Charter, but it was approved and the people wanted the Mayor to run the City and that was where his obligation lies.

CRA Member Myers stated that the CRA was an independent agency and was neither executive nor legislative. She stated that the CRA should have input on staff that was 100% paid from CRA funds. She felt that this Interlocal Agreement being proposed takes that power away and was a one-sided contract. She stated that City Attorney Messer represents the Mayor and that it was a conflict of interest. She felt that the attorney specializing in CRA issues should be at the meetings or on the phone during them.

CRA Member Hall stated that it wasn't the job of the executive branch or staff to get input from the attorney specializing in CRA issues and that he would assume the CRA Chair could initiate that contact, although he wasn't aware of the rate they would charge which the CRA would ultimately have to pay. He didn't think a vote was required, but would assume that could be accomplished. He added that many CRAs are not comprised of elected bodies and he would like the Mayor to be part of the CRA Board.

Chairperson Megan Pratt stated that the attorney specializing in CRA issues had reviewed for legal compliance not policy, she added that there was a section that stated the City provided legal, engineering and planning and asked CRA Administrator Bray to have the outside counsel review the options, run it through the executive branch, and bring it back to the next CRA meeting.

Chairperson Megan Pratt – called for the vote.

CRA Member Johnson asked her to restate the motion.

Chairperson Megan Pratt stated that the motion wads to approve the Interlocal Agreement with that approval being valid for 60 days, and clarified that it was from October 1, 2011 through December 1, 2011.

The motion passed unanimously.

3. Interlocal Agreement between CRA and Downtown Improvement Board for the Transfer of Administration of CRA Events.

Reference Material:

Board Memorandum dated September 19, 2011

Recommendation:

That the CRA Board authorize the Board Chair to execute an Interlocal Agreement between CRA and Downtown Improvement Board (DIB) for the transfer of administration of CRA Events and associated CRA funding for the implementation of the Pensacola Pelican Drop event.

CRA Member DeWeese made a motion to approve.

CRA Member Myers seconded the motion.

The motion passed unanimously.

There being no other CRA business, the meeting was adjourned.

WHEREUPON the meeting was adjourned at 3:40 P.M.

Adopted: _____, 2011

Approved: _____
Megan Pratt, Chairperson

Attest:

Becky Bray
CRA Administrator