

Approved
CHARTER REVISION BOARD MINUTES
CITY OF FORT LAUDERDALE
January 7, 2010

The meeting was called to order at 5:36 p.m. on the above date by Chairman Ketcham in the City Commission Meeting Room of City Hall.

Roll call showed:

Present: Mark E. Ketcham, Chair

E. Clay Shaw
Maria Del Rosario Lescano
Judy Stern

Also Present: John Herbst, City Auditor (arrived at 6:05 p.m.)
Jonda K. Joseph, City Clerk
Harry A. Stewart, City Attorney

Absent: Alain Jean

1. Approve minutes – December 3, 2009

The City Clerk announced that the approval of the minutes should refer to November and not October.

Motion made by Mr. Shaw and seconded by Ms. Lescano to approve the minutes of the December 3, 2009 meeting as corrected. Roll call showed: YEAS: Members Shaw, Lescano and Stern and Chairman Ketcham. NAYS: None.

2. Discuss any amendment to Charter suggested by Board members

Chairman Ketcham recalled at the last meeting there was consensus that items would be provided to the board in written form and be routed through the Attorney's Office. The City Attorney advised he has not requested anything. Robert Walsh provided something and he is present to speak about it.

Ms. Stern wanted to look at the city manager powers and eighteen contracts that he negotiated without getting approval from the Commission. She felt it is an area of the charter that needs to be examined for the future.

3. Public input

Robert Walsh, 530 NE 13 Court, referred to the eighteen contracts and indicated he spoke with Mayor Seiler on this topic, who indicated that he does not want to be a strong mayor (form of government). In order to change to a strong mayor (form of government), it would require a vote of the electorate. Ms. Stern clarified it would not create a strong mayor form of government. No other city in the county, or does the County, permits an administrator to execute contracts for contract employees. Mr. Walsh emphasized that the Commission hires the city manager. He did not think this is

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an issue for this board. Mr. Walsh went on to note that something has to be offered to attract potential employees. Chairman Ketcham explained there were no three votes to go forward with this item so it is pretty much off the table.

Mr. Walsh was concerned about Commission meetings ending late in the hour. He submitted a suggestion to change the conference meeting to 11 a.m. Chairman Ketcham indicated the board discussed this topic at the last meeting. Changing the conference meeting time can be done by ordinance. He noted that unless it is a huge matter, he did not think it belongs in the charter. He believed that thus far, the board agrees. He also explained the board's purpose.

Mr. Walsh was concerned about remarks made to him; he went on to ask that Ms. Stern treat him fairly and respectfully. Ms. Stern indicated that Mr. Walsh left numerous aggressive messages on her answering machine and to her secretary. She does not respond to such calls.

4. **Issues for future agendas**

5. **Old business**

6. **New business**

Chairman Ketcham advised that he will not be able to attend the February meeting. Ms. Lescano indicated she will be out of the country through February 6.

Motion made by Mr. Shaw and seconded by Ms. Lescano to cancel the February board meeting. Roll call showed: YEAS: Members Shaw, Lescano and Stern and Chairman Ketcham. NAYS: None.

Ms. Stern wanted to look at the pay plan language in the charter. It ties in with the previously mentioned contracts by the City Manager given out without the Commission's approval; that there are non-interference clauses in the Charter for the Commission and the financial impact on the taxpayers. Chairman Ketcham noted at the last meeting there was consensus that if the board was going to talk about something, it would be submitted to the City Attorney and put into writing so that the board could study it in advance. Ms. Stern asked that it be brought forward at the March meeting in written form. In response to the City Attorney, Ms. Stern agreed to meet with the City Attorney in order to express her concerns about the pay plan in writing.

Ms. Lescano questioned if having the Commission and the Mayor review these contracts creates a strong mayor (form of government). The City Attorney understood the issue was whether there would be a limitation on the Manager's authority to enter into these contracts. He believed it had to do with the number of contracts. In further response, the City Attorney advised the severance is the main issue. The contracts are consistent with the pay plan; they cannot be paid more than what is provided in the pay plan and they cannot be given benefits greater than those provided in the pay plan or insurance other than general insurance they have. The term of employment is limited to two years. The only unclear issue is severance. In the ordinances, the Manager has the authority to grant severance pay to someone who is terminated, but it is limited to a certain number of weeks per time and grade. New people who would normally qualify for two weeks notice get six months notice under the contracts. The Commission could direct

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the Manager to make sure that all contracts are in conformity with the ordinances and powers of the management under his control. He did not think it is something that needs to go in the charter in order to be accomplished.

Ms. Stern indicated the strong mayor point was made by the Manager. All cities in the county except Plantation and Lighthouse Point have city manager form of government and none of them permits this. It is also not permitted at the County. The concept that changing the process by restricting the manager would create a strong mayor form of government is a false statement. Chairman Ketcham thought it could be solved by a Commission directive. Ms. Stern explained that the Manager's position has been that the charter provides him this right and does not limit the number. The number of contracts has increased from four to eighteen.

In response to Mr. Shaw, the City Attorney advised that this could be handled by ordinance or even simply a directive from the Commission. The Manager could be directed to ensure that any of the contracts strictly conform to the powers vested in him under the ordinances, and then severance that exceeds what he is authorized to give would be prohibited. In further response, the City Attorney believed if the Manager overstepped that directive that would make any such contract null and void because there is another provision in the charter that indicates the manager works at the direction of the commission. An ordinance would bring even more authority.

Ms. Stern asked about the City's Deputy City Manager who has no background in public safety who oversees the Police Chief and Fire Chief. She suggested some sort organizational chart to prevent this in the future. The City Attorney indicated the charter provides for department structure to be amended by ordinance. Minimum qualifications could be set by ordinance.

Ms. Stern asked about taking issues such as these to the Commission and recommend they consider an ordinance. The City Attorney advised that is possible.

Ms. Lescano asked if minimum qualifications are established. The City Attorney advised that some positions have job descriptions, but most do not. There is nothing that sets out what assistant city managers do.

The City Auditor arrived at 6:05 p.m.

Discussion ensued about the distinction of four individuals who work for the Commission and everyone else works for the City Manager. Ms. Stern felt the Commission should have some right to terminate an employee or have the opportunity to review his or her contract or some type of criteria. She felt it is a concern because there has been an abuse. She believed it has occurred because of the way the charter is written. It is something that needs to be looked at and recommendations made.

In response to Mr. Shaw, the City Attorney advised that the Commission is aware of the summary he just provided to the board. As such, Mr. Shaw did not wish to go further because this has already been brought to their attention. In response to Ms. Stern's question about bringing forward this item for the March agenda and subsequently to the Commission, the City Attorney advised the solution chosen by the Commission was to direct the City Manager to inform them of any contracts he intends to renew or new contracts. Mr. Shaw understood and the City Attorney confirmed his understanding that

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the timing would be so that the Commission could instruct the City Manager not to proceed. Ms. Stern felt it is important to remember who sets the agenda.

Motion made by Ms. Stern to direct the City Attorney (as discussed above) died for lack of a second.

There being no other matters to come before the board, the meeting was adjourned at 6:13 p.m.