

**MINUTES OF THE SPECIAL COMMUNITY REDEVELOPMENT AGENCY BOARD  
MEETING HELD ON TUESDAY, SEPTEMBER 21, 2010 AT 6:30 PM  
IN THE CITY COMMISSION CHAMBERS CITY HALL, BOYNTON BEACH, FL**

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**PRESENT:**

Jose Rodriguez, Chair  
Marlene Ross, Vice Chair  
Woodrow Hay  
Steve Holzman  
William Orlove

Lisa Bright, Executive Director  
James Cherof, Board Attorney

**I. Call to order – Chairman Jose Rodriguez**

Chair Rodriguez called the meeting to order at 7:30 p.m. and explained the meeting had been called to hear only one matter, a report and investigation of the Executive Director, Lisa Bright.

**II. Roll Call**

*(There was no roll call)*

**III. Discussion and action on report of Investigation of Executive Director**

Attorney Cherof reviewed that the Board had instructed him to pursue an investigation of the Executive Director with respect to an alleged relationship between her and Joseph Ferrer who operates Sunset Entertainment Group. An outside investigator had been retained, Crispen Special Investigation Incorporated, and specifically Robert Crispen who was present with an associate. Mr. Crispen was present to respond to any questions of the Board regarding the completed investigation. Mr. Crispen's investigative report with an executive summary had been delivered on September 17, 2010 and it was subsequently hand delivered to the Board members that afternoon. The Palm Beach Post and Palm Beach County State Attorney's office had also requested copies of the report that were also delivered. Lisa Bright's attorney, Mr. Garcia, had requested a copy of the report and it was delivered to him on Friday as well.

The report was very detailed with backup material and was clear regarding the scope of the investigation and the information received from Attorney Cherof. The investigation was self directed. Attorney Cherof disclosed there had been a few communications between himself and Mr. Crispen relating to the scope of the investigation when information received could have expanded the direction of the Community Redevelopment Agency (CRA) Board's directive.

Vice Chair Ross advised she had spoken to the investigator by phone and her questions had been answered.

Messrs. Orlove, Hay and Holzman had no questions.

Mr. Orlove read the following statement:

"Before I make my statement, I want to make clear that my decision on this issue is neither made easily or hastily. I try to be objective regarding the situation and came to my decision from the information I have received from a variety of sources and observations. I also have made this decision in what I believe is the best interest of the CRA and the City. I am not basing this decision on personalities, politics or any public forum.

As I stated during the CRA meeting on September 14<sup>th</sup>, I have respect and appreciation for the work that has been carried out by the CRA Executive Director, Lisa Bright, and her staff. CRA has made efforts to revitalize parts of our City that are blighted and in need of redevelopment. They have been honored for their work with local and state-wide recognition.

But words, platitudes and successful projects are not the focus of why we are here tonight discussing the status of the Executive Director's continued employment with the CRA. The reason we are here tonight is to determine whether or not the CRA Board can trust Lisa Bright to lead the CRA as its Executive Director and accomplish its mission.

I made the motion to investigate the relationship between Lisa Bright and Jose Ferrer and the awarding of CRA contracts to Sunset Entertainment Group which is owned and operated by Mr. Ferrer. The report by Crispen Special Investigations clearly establishes a personal relationship between the two individuals. The Crispen report also clearly shows that \$186,000 was awarded to Sunset Entertainment Group from 2006-2009 to supply entertainment for the City's Holiday concert. Each contract was signed by Lisa Bright. Each contract awarded money to Sunset Entertainment Group in excess of \$25,000. According to the CRA rules of governance under Administration, the Executive Director shall quote, '. . . expend CRA funds or authorize the expenditure of CRA funds only in compliance with State and City law' end quote.

According to the City's Code of Ordinances, Chapter 2, Article 4, regarding purchasing and consultants and under the City's Administrative Policy Manual, Chapter 10, all purchases of services in excess of \$25,000 shall be made after the public publishing of request for bids. Furthermore, the CRA's procurement policy states that all purchases over \$25,000 require a formal competitive bid or proposal. According to the information I have received I do not believe that these procedures were followed. In addition, I have

not been supplied with any records showing that these contracts were approved by the CRA Board and that Lisa Bright made clear to the Board that she was securing contracts with a vendor that she new personally.

According to the minutes of the July 20<sup>th</sup> meeting of the CRA Board, Lisa Bright explained that Sunset Entertainment, quote ' . . . was contracted to provide bundle services that were approved by the Board of Directors . . . ' end quote, as part of an interlocal agreement between the City and the CRA. According to the information I have received, the interlocal agreement did not include the contract with Sunset Entertainment but did include the duties of the CRA Special Events Manager and a funding split between the CRA and the City on jointly sponsored events.

To me it seems that City and CRA policies were not followed in the issuing of these contracts, which is troubling. What also bothers me is that I have not seen or been made aware of any document or statement showing that the CRA Board was aware of the contracts or the relationship between Lisa Bright and Joseph Ferrer. In my opinion, Lisa Bright, as a government employee should have disclosed her relationship regarding Joseph Ferrer to the CRA Board and let it determine the outcome of the contracts. Neither of these happened.

During my six months on the CRA Board, I have always found Lisa Bright to be responsive, professional and efficient in handling questions or issues that I have brought up to her privately and publicly. However, that does not seem to be the case with other members of the CRA Board and some members of the public. There have been incidents during the past six months that, in my opinion, have shown questionable judgment by Lisa Bright in handling these situations. Some of these situations have not been handled well by others involved as well. Yet these incidents and the manner in which they have been handled have stymied the productivity of the Agency. The contracts with Sunset Entertainment Group and the incidents that have taken place over the past six months have collectively caused me to be concerned about entrusting Lisa Bright to effectively manage the operations of the CRA.

Since I was elected I have supported an appointed CRA Board. We are on the threshold of making that transition. As a new CRA Board is selected we also need a new CRA Executive Director to provide a new start and commitment to the CRA district in the City. We all need to put the past behind us and look forward to a better future for the City and its residents. Therefore, I make a motion to terminate the contract with Lisa Bright in her position as Executive Director of the CRA and move forward with the hiring of a new director to be determined by the new CRA Board. Thank you, Chair."

Mr. Holzman questioned if the intent of the motion was to terminate the contract effective today, rather than not renew. Mr. Orlove agreed.

Chair Rodriguez inquired of Attorney Cherof if the motion was legally acceptable. Attorney Cherof advised it was appropriate and explained the contract has an annual term that rolls over on October 1<sup>st</sup> of each year unless replaced by a subsequent agreement. The effect of the motion would be to exercise the CRA's unilateral right to terminate the Executive Director's employment with the CRA, covered under section 7.3 of the contract. It provides, "If this contract is terminated by unilateral action of the CRA Lisa Bright shall be entitled only to the following unless it is determined that Lisa Bright is guilty of misconduct or gross negligence of duty or is charged with a crime. In that case she shall be compensated only for the actual time worked." Two provisions are listed dealing with 45-days notice and 120 days of severance pay or dismissed immediately, 150 days of severance pay.

Attorney Cherof understood the motion to result in a severance pay provision as it was not conditioned upon any type of finding of guilt or misconduct or gross negligence.

Mr. Holzman seconded the motion.

Chair Rodriguez questioned if the severance would be 150 days and any accumulated time. Attorney Cherof agreed and there would be additional benefits as provided to all CRA employees such as reimbursement of unreimbursed expenses, life and disability benefits if applicable, total accrued retirement and automatic vesting of all CRA matching retirement to date of termination. The total value was not available. Chair Rodriguez estimate the value would be in excess of \$60,000.

Mr. Holzman moved to amend the current motion and redact the word "terminate" and switch to "not renew the existing contract". Attorney Cherof clarified that the affect would be the same.

Vice Chair Ross seconded the motion. She again commended Lisa Bright for all her hard work and dedication. Based on the information given to her and the reports, she had concluded some procedures had not been followed and some disclosures were not made. She believed the decision was in the best interest of the CRA and the City.

Mr. Hay opined it was a sad day for Boynton Beach. The Commission had allowed the Mayor to dismantle a great CRA operation. The focus and effort of the Board has been lost. The decision should be carefully considered to avoid further dissention and a possible lawsuit similar to a previous action that cost taxpayers \$8 million. Mr. Hay asserted the citizens should be outraged by the actions of the Board. The Commission accepted the fact she lived in Delray in 2005.

He stated a vigilante hunt has been ongoing since March of 2010 affecting the entire staff that continued to function as an organization. Mr. Hay announced he had lost confidence in some of the Board members. He contended the Mayor had lied about receiving funds from Auburn Group and the City Attorney had lied about not knowing

what the charges were. The State Attorney indicated Attorney Cherof had called about the investigation and that was denied by Attorney Cherof. Ms. Bright reported she knew the investigator and yet he was allowed to conduct the investigation. Mr. Hay insinuated favors may be being paid and he could not even trust the City Manager.

Mr. Hay held many others should be investigated. Ms. Bright may have exercised poor judgment, but the Commission had also and the City Attorney. Lisa Bright should be supported for not being controlled by the Mayor like many others. Her residency should not be an issue and was minor in comparison to her many awards and work effort. The problem was the CRA Board. It was Mr. Hay's recommendation that the Board be replaced and Ms. Bright restored to her position to solve the issues. He asserted none of Mr. Crispen's efforts were legal and any possible charges have never been revealed. The vote had been taken to suspend Ms. Bright before the first report had been received and termination before any findings of the State Attorney General are announced.

According to Mr. Hay, Ms. Bright should be restored to her position and policies be implemented to move the City ahead. He expressed sympathy for the taxpayers if the termination process were continued.

Chair Rodriguez stressed the matter involved \$300,000 of taxpayer monies paid to a friend and associate without disclosure. The necessary trust was gone to move the City forward. No-bid contracts could not be awarded at any time. The Chair pointed out the State Attorney General investigation could involve criminal charges rather than administrative policies.

The motion to amend passed 4-1 (*Mr. Hay dissenting*).

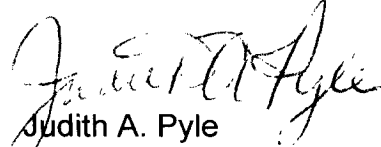
Mr. Orlove referred to the contract, Article 7.1.2, that clearly stated, "Lisa Bright serves at the pleasure of the CRA Board and may be terminated by the CRA Board without cause." Attorney Cherof concurred.

The main motion passed 4-1 (*Mr. Hay dissenting*).

#### **IV. Public Comment**

#### **V. Adjournment**

Chair Rodriguez properly adjourned the meeting at 7:55 p.m.

  
Judith A. Pyle  
Deputy City Clerk