

BMHA Board Meeting Minutes 06_21_2019

In attendance: Donna Brownlee, John Rinehart, Bob Rynearson, Rae Trachlel

For the Barkin' Basement: Dana Rynearson

Meeting called to order 4:36 PM

I. Letter of resignation from Rae as Treasurer: John requested that Rae provide the Board with an official letter of resignation; it doesn't have to be anything fancy, just a letter that indicates she is resigning from the Board and as Treasurer.

II. Discussion regarding van that was donated to the Rescue: John sent out an email to members summarizing some of the options that members had expressed. One option discussed was to sell the van, keeping that money and the money obtained from the insurance totaling the van that got backed into for potentially buying another van. Bob expressed the fact that we should try to get a 4-wheel-drive van if possible, and at least front-wheel drive, which makes sense going over the mountains in the Winter, or even around town. The current donated van could be taken to Goss or elsewhere to determine how much money needs to be put into it. Donna noted that she had already done that, which would be discussed in this meeting. Bob asked how many miles were on it. John and Donna replied that it was 101,267 miles. Bob noted that the odometer might have rolled, and it might actually be an additional 100,000 miles above that. Donna then passed around a list of items she had obtained from an inspection by All-Foreign Auto in La Grande. Donna wasn't sure about tires, and Bob noted that it has a set of Winter tires with it. Front brakes are at 10%, back brakes are at 50%, so back brakes are fine but the front brakes need replacement. One valve gasket is leaking. The oil pan gasket is leaking. Oil itself is pretty dirty, and needs to be changed. The transmission needs servicing and fluid change. The tie rods need to be replaced. Altogether, the total cost estimate was \$1,018.00. The van used to belong to Heaven's Best, and the mechanic at All-Foreign remembered the van. Bob remarked that the paint job on the van is terrible, and Donna replied that it's not even paint, it's rust. Bob said that the van really isn't the kind that would do the job for us, and certainly not transporting cats to Meridian for low-cost spay/neuter. The mechanic said it would be fine here in the valley, but taking it out of town is dangerous. Bob elaborated, saying that there are format issues; for example, the doors don't work correctly (in the other totaled van, the side doors both opened); it just didn't strike Bob as a good van. Donna said that, were we to sell it, we would be obligated to disclose what needs to be done to it to make it serviceable, so a buyer's cost would be the van + the repairs, unless someone used it as a project car and did the work themselves. Bob said finding those kinds of people would be like "finding someone to remodel a rock"---in other words, difficult at best. Donna said that we could use it just around town, but Bob said we shouldn't put \$1,000.00 into it, and the Board agreed informally. So...can we sell it or should be junk it? Bob said we could probably sell it, but would do so in the neighborhood of \$1,000.00; putting another \$1,000.00 into repair means they would still have a cheap automobile, and it might go for a long time before it requires anything major. Bob suggested the van be posted on one of the auto trader sites locally; let's give it 3 months, and if it doesn't sell, let's junk it. A motion was put on the table to do precisely this; motion passed unanimously.

Bob then discussed a potential budget for purchasing a van of \$5,000.00, so we can find something reliable for us to use. Donna looked into potentially renting vehicles from one of the dealers once a month; various pros and cons are associated with each (do the vehicles need to be cleaned by us, how much is the cost, etc.). A list of her results was handed out. Goss charges \$99.00/day, unlimited miles, cleaning not required. Legacy Dodge is \$60.00/day, unlimited miles, but has a cleaning requirement. John B. called The Other Guys, who would rent for \$54.95/day and unlimited miles, but they have an animal fee of \$75.00. So Goss looks like the best and easiest option, considering the price they quoted us is a discount. Or we could not buy a van at all and just rent. Dana raised the issue of availability, but John B. would have a sense ahead of time when he would need to reserve a rental. Bob indicated that rental would be a good option in the interim, until we can purchase a van, but long-term, he is against it, because we have need of a van for other tasks, such as picking up donations.

So we then need to discuss a minimum number for transporting cats. Bob noted that the minimum is 10 community cats; if we take fewer, it doesn't pay for us.

II. Employment Contract with John Brinlee: John R. presented a draft contract constructed using a document from Rocket Legal as a template. The contract has been seen as a way of legally codifying expectations so that we have grounds for dismissal if John fails to do what is required of him, which, without a contract, we really don't have, since contracts are very much "he said, she said". Bob made several useful suggestions that were discussed: 1) Make sure exhibit A is attached; 2) Efforts of Employee: change "best of abilities"---just take that whole phrase out to avoid wrongful termination since we cannot prove "best of his abilities"; 3) Compensation: \$20,000.00 (however, BOLI has indicated, as Donna noted, that the minimum for an employee to be living on-site and overtime-exempt is Federally set at \$23,660), so \$20,000.00 in salary, \$3,660 compensation as room/utilities, which must be included because it is taxable income, as Rae noted); 4) Living quarters need to be stipulated given that he's using more space than he should (5 shelter rooms), 4 sheds (only 1 should be allowed)--- 1 shed, as we agreed upon before; no occupation of additional rooms, and anything not personally owned by the director cannot be stored there. If in contract, we can stipulate this and have action if it isn't done (Bob reiterated that he is NOT in favor of John being there, though we've said it's good for security and for after-hours animal control); 5) Schedule A must explicitly indicate hours that John B. is working---so if he doesn't do it, then we have grounds for dismissal; 6) John should not get 2 weeks vacation; 7) should be one-year, paid time off after 1st year, review of performance after 6 months, because we MUST be very frugal with our money. Donna seconded this regarding paid leave---if we give it, it should be unpaid. 8) Covering for others should be part of his duties, so that section is removed 9) Expense reimbursement---this needs to be made more accountable, since Director currently has carte-blanche, so the idea is to make him turn in receipts to get reimbursed. This would keep him from pulling money out and would allow us to keep a more careful record of his actual expenses accrued and gives a clear indication of how the money has been spent. Bob requested clarification, so John R. provided this description. Bob wants very descriptive receipts and somebody needs to verify the expense as justifiable. Donna said that, in the past, the Board had set a debit card limit of \$100.00, and anything over that needed to be approved by the Board. If not, we might want to revisit this, and the County was very interested in this, as they like the idea of reimbursing for expenses rather than allowing debit card usage.

Bob suggested we put a stipulation of no ATM withdrawals with debit card. The new language is "Under no circumstances shall ATM withdrawals be made by the Director with a debit card." Bob didn't see the necessity for any of that language, but there have been cases where receipt have not been clear 10) In the section on providing BMHA with suggestions of changes to policy and improvements, change "suggested" to "required to" 11) Last year, there was a large amount of "employee" expenses, and he shouldn't be able to hire without approval. Our salary expenses are too high, and the money from the County cannot pick that up. The contract contains language that prevents this, and having it codified in the contract gives us the ability to police that. If he does require a position, he needs to provide us with an argument that the position that's being proposed, and this will lock him into it 12) Confidentiality: We should be able to provide letter of recommendation, and we are allowed to respond to his future potential employers by indicating "Would we re-hire?" So State Law governs that, and the contract cannot supersede that. We could take it out completely, but it's pretty standard for confidentiality.

Bob suggested we write out the options for on-site vs. off-site so the Board can agree on the verbiage.

Bob said this is a pretty good contract with the edits discussed, so we need to finalize the verbiage. John R. said he would hammer at it again and put together a revision to be presented, probably by email. Rae said the payroll people should be able to answer the compensation question. Had the Director been on a contract from past Boards, as he SHOULD have been, things probably would not have progressed to the point that they have. And since we don't have a contract, we really have little power.

Bob reiterated the need for haste---this needs to be approved and the County Commissioners notified before Donna and John leave town for Washington. John R. sat down with John a few days before this Board meeting and discussed with him that the Board's job is oversight---but John B. understanding this and actually doing it are two different things. While he keeps good records of everything, arranged by month, he's not good at reporting. John was brought into a position he was unprepared for and untrained for, and when the Board imploded, John wasn't aware of what the job really involved. A lot of tasks he should have learned but he really hasn't. With a contract, it's ironclad, and he can't come back on us and sue us for wrongful termination, though John R. and Bob presented him with a list of duties and discussed it with him.

Along with this discussion, Bob asked John R. how long he'd been on the Board. John R. said he came on in 2015, and then agreed to be Secretary, and then in 2016 we began negotiating the contract with the county, and about that time was when the prior Board essentially "melted", so John R. agreed to be Acting President for purposes of negotiating a contract with the county. It was never supposed to be permanent, and he was never voted in. John R. remembers the first Board meeting he went to, with the old Board, and the group voting for a budget in excess of \$200,000.00. How on earth would the Rescue come up with that kind of money. Since then, the skeleton crew that the Board has become has struggled to reduce expenses and become more streamlined. We cannot, for example, establish any kind of budget because we just don't have membership, and while we've tried to recruit new members, the concept of service seems to be a foreign one.

Dana raised the issue again of the large donation and where it's gone (the donation was \$107,000.00, and that issue has been resolved---see minutes for the meeting of April 12, 2019).

Bob indicated that John R. had suggested holding off on an internal audit until we had a contract with John B. John R. replied that he didn't have a problem with internal audit, because we needed to find out where the money had gone and is going. Bob said we're going to do it. The Board discussed doing an external audit in the past, and perhaps it's time to do it now, but they're expensive. Dana suggested an internal audit, and John R. suggested even for a couple of months, but Bob wants 6 months, which is a good idea, and perhaps even one year. It's going to take a lot of digging, and Bob definitely wants to do 2019, and perhaps even 2018. The Board agreed that such an investigation should be done, and Bob suggested John R. not be able to write checks while we catch up. Unfortunately, we don't have anybody and have had a devil of a time finding people to serve. Why are the checks loose in the drawer? Do we have check stubs---yes, but there's no book, though John files them by month (John R. has seen this first-hand). John said he likes the week-to-week accounting sheet, but Bob said he's just not filling it out. With a contract, we'll be able to hold him to the administrative side.

Moving forward? Signing the contract is the main thing---if John wants compensation, he must do these things. We MUST have an agreement between BMHA and the Director.

Meeting adjourned 6:01 PM