

Special eitas Board of Directors Meeting Minutes (via ZOOM)

Thursday, March 10, 2022, 5:31p.m. to 6:38p.m.

Call to Order:

Board members present: Tedi Rowland, George Mitchell, Ed VanHaele, John Humphrey, Denise Talbert, Angie Segovia, Tammy Kemp, Jillian RainingBird, Susan Borgmeyer

Staff present: Jake Jacobs, Tom Holcomb, Amanda George, Jorgi McNamara, Tracy Mauk, Dan Hoyt, Shannon Maloney, Jillian Braun.

Guests: None

The special meeting was called because it came to the attention of eitas that, beginning in September 2021, products of an unknown nature have been stored at the Grandview Job One Warehouse. Job One has charged a fee for providing this storage. Such action is not allowed in the lease contract between eitas and Job One.

Mrs. Rowland opened the meeting recounting a meeting she and Mr. Mitchell had with Dick Nighingale, Job One Board Chair and Nick Hadley, Job One Boa Secretary. At this meeting it was learned that Job One has formed a collaborative relationship with Alphapointe (a non-profit supporting individuals with vision loss). Because of this relationship, Job One is storing spray bottle parts to be used as part of an assembly project by the Yuma workshop staff. They are also storing several boxes of plastic pellets used by Alphapointe as part of its plastic extrusion and blow and injection molding operations. Job One has been providing storage of these items to Alphapointe since September 2021 on a month-to-month basis for a fee of \$3,000.00 per month. Job One one uses this money to offset the utility costs of the empty warehouse. Mr. Nightingale and Mr. Hadley regret their failure to notify eitas of this agreement and wish to continue the collaboration /agreement with Alphapointe. They would like to work further with Alphapointe to assist individuals with developmental delay in Jackson County. They asked that the eitas Board approve the continued arrangement.

Purpose of the meeting:

1. Discussion of and possible solution(s) to Job One subletting storage space to Alphapointe, which is not in accordance with the eitas-Job One lease agreement.
2. Ask for an opinion of the eitas attorney as to whether email communications among a majority of the board members (5 or more) is a meeting that could be in violation of the MO Sunshine Law.

Discussion ensued with both questions asked and points/concerns expressed.

Questions:

Is Job One outside of the contract? Answer provided by Mr. Jacobs—Yes

Had Job One been transparent, would it have been an issue? Mr. Jacobs felt it would not have been a problem as eitas provides one million dollars in funding to Job One.

Is the \$3,000 per month an appropriate fee for the utility usage? Mr. Holcomb indicated that this could be difficult to determine.

Did Alphapointe previously receive funding from eitas? Mr. Jacobs responded that they had but they stopped requesting funding.

Can the contract be changed? Mr. Jacobs responded that it could.

Points and Concerns:

The action taken by Job One is purposeful, intentional and malicious.

Mr. Hadley did not have malicious intent.

Clear violation of contract and they are making money off of eitas property.

Job One controls the property.

Possibly the fee for utilities is just.

Job One lease paid to eitas is \$1.00 annually.

Job One funding was cut because of the pandemic.

Job One funding was not cut. They were asked to go back to the allotment of the previous year and they agreed.

Alphapointe is a national organization.

eitas has always encouraged our service providers to seek outside funding.

Concerns of the spreading or snow ball effect with other service providers.

\$3,000 seems a lot to be charging an organization with whom you want to collaborate.

Big discrepancy between \$1.00 annually and \$3,000 monthly

Job One is breaking the contract and making money off of eitas.

Eitas cannot control the Job One Board.

Appears underhanded, but want to help Job One. A discussion with Job One regarding maintenance is needed.

Contract was broken and there are consequences for action.

Seems to be a collaboration beneficial to both parties, can see no harm in helping both.

Moving forward and possible solutions:

Mr. Jacobs offered a possible solution of eitas leasing to Alphapointe for nothing. Then we would control the storage items. Mr. Jacobs was approached by the Job One Director about purchase of both buildings in October. They were going to get back with Mr. Jacobs in November but they did not do that.

Mr. Holcomb recommended contracting our insurance agent to be sure of our coverage under this change.

There was a suggestion of a stern letter informing Job One Board and comments that, yes, they needed to know.

Further questions arose: Could there be an estimate of the cost of utilities for space?

Is there labor involved? Only for giving access and moving stored items.

Does Alphapointe serve persons with IDD?

Is there an agreement between Job One and Alphapointe? It has been requested but not received.

Since there is a room at Yuma for storage, why not use it for the items they plan to use at that location?

There was a suggestion and consensus that a cease and desist letter be drafted by our eitas attorney and sent to the Job One Board. It would be regarding the Job One and Alphapointe agreement and stopping any further collection of money by Job One.

There was a consensus that further information needed to be gathered so a solution could be determined at the next Board meeting on March 22, 2022:

- 1) Mr. Jacobs is to contact the eitas attorney to have him draft a cease-and-desist letter.
- 2) Mr. Jacobs is to contact Mr. Martin at Job One to request a copy of their sub-lease agreement with Alphapointe and the cost of the utilities Job One is paying each month for the vacant Grandview workshop building.
- 3) Mr. Holcomb is to contact the eitas insurance carrier about any problems with storage of Alphapointe materials at the site.
- 4) Ms. Mauk is to ascertain if Alphapointe is still serving people with IDD and if so how many.

Mrs. Rowland brought forth the next point regarding the MO Sunshine Law. We are a government entity and subject to this law. Conducting business via email is subject to the law's requirements. She suggested the eitas attorney provide help and opinion regarding our business. There was a consensus of the benefit of this suggestion.

Mr. Mitchell moved for adjournment

Mr. Humphrey seconded

All in favor

Meeting ended at 6:38