

Meeting 9-21-09

SHASTA MOSQUITO AND VECTOR CONTROL DISTRICT

19200 Latona Road, Anderson, CA
Telephone: (530) 365-3768 Fax: (530) 365-0305
Web: shastamosquito.org

BOARD

PRESIDENT
Larry Mower
Anderson

August 18, 2009

Shasta Grand Jury
P.O. Box 992086
Redding, CA 96099-2086

VICE PRESIDENT
Bob Michiels
REDDING

Subject: Response to the 2008/2009 Grand Jury Findings and Recommendations

SECRETARY
Henry Hurlhey
SHASTA LAKE

Dear Grand Jury Foreman:

John Dunlap
SHASTA COUNTY

The Shasta Mosquito and Vector Control District (SMVCD) received the Grand Jury's report (Report): *Just Compensation or Just a Gift?* The Report included 17 findings and six recommendations. The Report further stipulates that SMVCD respond to five of the recommendations (Nos. 1, 3, 4, 5 and 6) and the support findings. This letter addresses the Board of Trustees' (Board) responses (*in italics*) to the recommendations and findings, as described below:

Gary Hergert
SHASTA COUNTY

ADMINISTRATION
Charles Beesley,
Ph.D.
Interim District
Manager

Recommendation 1: Those SMVCD trustees who approved the Retirement Agreement and Mutual Release between the trustees and the District Manager consider resigning. This recommendation is based upon the Report Findings 5 through 11, as listed below and followed with a response from SMVCD:

Finding 5: The District Manager's wages were in line with those of other District Managers of mosquito districts before he received a large raise, additional temporary monthly compensation and a lump sum wage payment.

Response: SMVCD disagrees with the finding. Wage comparisons with other mosquito districts did not take into account his years of service, peer recognition and SMVCD accomplishments of the outgoing District Manager. The District Manager had an exemplary career prior to his retirement.

Finding 6: The District Manager was an at-will employee and could be terminated without cause and without the specifically negotiated retirement package. The Board used taxpayer's money inappropriately to entice the outgoing District Manager into retirement.

Our Mission: To protect the public's health and quality of life from diseases and nuisance, through a comprehensive program of mosquito control, and by providing information on all organisms which transmit disease or cause physical nuisance (vectors).

Response: SMVCD disagrees with the finding. This was not the case. Given the District Manager's many years of leadership, productive service, and contributions to the District's success, dismissal without cause would have been inappropriate. The Board conducted an extensive review of the facts and upon advice of counsel, the Retirement Agreement and Mutual Release was approved.

Finding 7: The wage increases and lump sum payment were negotiated in order to increase the District Manager's retirement compensation.

Response: SMVCD disagrees with the finding. Prior rulings by the District's retirement administrator (CalPERS) indicated this is not the case. Subsequent correspondence from CalPERS (July 9, 2009) has verified that these wage increases and lump sum payments do not qualify as reportable compensation and thus have no impact on his retirement benefits.

Finding 8: The Board reimbursed the District Manager the majority of the legal fees he incurred during his personal conflicts with the spouse of an SMVCD employee.

Response: SMVCD disagrees with the finding. While this may appear to have been a personal issue that did not warrant SMVCD reimbursement, circumstances created beyond SMVCD's control created a hostile work-site environment. SMVCD's policies concerning workplace violence warranted intervention by SMVCD. Upon review of the facts, and advice of counsel, significant but necessary legal expenses were incurred and more importantly, there was resolution to a hostile work-site environment.

Finding 9: The Board reimbursed the District Manager for lumber which the District Manager regarded as his own without proof of ownership.

Response: SMVCD disagrees with the finding. The Board trusted the District Manager and accepted his statement that he owned the lumber. In hindsight, the Board should have demanded valid proof of ownership and purchase costs.

Finding 10: Without adequate proof of ownership, the Board paid the District Manager for lava rock that sat on SMVCD property for years.

Response: SMVCD disagrees with the finding. As with item 9, the Board should have been more demanding on proof of ownership and actual purchase costs. However, it should be noted the lava rock is now the property of SMVCD and has been used to shore up a portion of the mosquito fish pond.

Finding 11: The Grand Jury is in disagreement with the judgment of SMVCD Board in approving the Retirement Agreement and Mutual Release negotiated between the District Manager and Board.

Response: This Finding has been answered in the above responses.

Response to Recommendation 1: The Board acknowledges differences of opinion on how the above items could have been addressed; they have acted in good faith while managing some difficult circumstances and issues of the SMVCD. It is their belief they should only resign if they did something wrong. They were advised by counsel throughout this process which led to the settlement with the outgoing District Manager (and his counsel). The Retirement Agreement and Mutual Release was determined to be in the best interest of SMVCD. Each individual trustee will need to decide whether to resign in response to the Grand Jury request. The recommendations will not and cannot be implemented by the Board for the reasons set forth above.

Recommendation 3: The SMVCD trustees receive training on the Brown Act and the laws (and SMVCD's own policies) concerning anti-harassment, vacation, sick leave accrual and grievances. This recommendation is based upon two Findings 12 and 13, below.

Finding 12: The Board violated the Brown Act by circulating a document outside of a Board of Trustee meeting to gather Trustee signatures.

Response: SMVCD disagrees with the finding. The Board did approve a temporary salary increase for the District Manager in closed session September 16, 2008. Unfortunately, this was not announced by the Board President during the subsequent open session and signatures were not collected as should have occurred. Signatures were collected by the Board President several days later. This was clearly an oversight by the Board at the time and will not be repeated.

Finding 13: The Board violated the Brown Act by having a sign-in sheet placed at the entrance to the room in which meetings were held without clearly stating that signing the sheet was voluntary.

Response: SMVCD agrees with the finding. This was a simple oversight which should have been noticed by the staff and Board and has subsequently been corrected. The current sign in sheet states this is a voluntary action.

Response to Recommendation 3: This recommendation will be implemented. The Board agrees that even though they have received training on the Brown Act that additional training would be of great benefit. The current fiscal budget includes funding for Board training on both the Brown Act and Board governance issues. The Board also agrees that SMVCD's policies need to be continually reviewed and updated on a wide range of issues including those stipulated above. This will be one of the tasks of the new District Manager who will begin employment September 1, 2009.

Recommendation 4: The President of SMVCD Board control meetings by establishing, publishing and enforcing rules concerning the public comment period and by preventing interruptions. This recommendation was based upon Finding 14 which stated that "at the meetings attended by the Grand Jury the SMVCD President of the Board failed to control meetings, in that he allowed constant interruptions by the District's outgoing District Manager."

Response: This recommendation has been implemented. The outgoing District Manager was given some liberty by the Board President to supplement Board discussions, particularly as it related to the preparation of the new fiscal budget. In hindsight it is clear the District Manager's input, while somewhat useful, was disruptive. The President of SMVCD has now taken steps to assert control of meetings by publishing and enforcing rules concerning the public comment period and by preventing interruptions.

Recommendation 5: SMVCD's policy and procedures manual be revised to include definitive procedures for job performance evaluations. This recommendation is based upon Finding 16 which states "the SMVCD Personnel Manual contains no policy or procedure for employee performance evaluations and that no evaluations have been conducted."

Response: This recommendation requires further analysis. SMVCD's policy and procedures manual, including the above procedures, is under review and will be completed this fall under the direction of the new District Manager.

Recommendation 6: All SMVCD employees, including the District Manager, receive annual written job performance evaluations. This recommendation is also based upon Finding 16 cited above.

Response: This recommendation has been implemented. Under the direction of the Interim District Manager, SMCVCD has developed, and conducted performance evaluations. Upon the hiring of the new District Manager, SMVCD will continue this practice and establish definitive evaluation procedures which will include annual evaluations of the new District Manager by the Board.

Sincerely,



Larry Mower,
President of the Board