

DATE: November 7, 2023

VENDOR PAYMENT LIST

Board approval _____

VENDOR	MEMO LINE	AMOUNT
City of California City - Water	2023 – 0914 to 1013 101730.03, 8101 Bay Ave, \$75.76 103347.01, 9300 N Loop, \$290.16	\$365.92
Lacson, Joselito, Designer	2023 – 1025, Inv. 2323 Fire Damage Bay Ave, 17 hours Inforamtion for appraiser, 1 hour Rate \$125.00 per hour	\$2250.00
Miranda, Luciano	2023 – October 9300 N Loop, \$500.00 8101 Bay Ave, \$275.00	\$775.00
Mobile Modular	2023 – 1021 to 1119, 2481118, \$855.33 2023 – 0921 to 1929, 2475637, \$855.33	\$1710.66
Nigro & Nigro	18712, 22-23 Audit, Initial Payment	\$5000.00
SDRMA	2023 – 0919, Workers Compensation Audit Invoice	\$4.80
Senior Citizens Association of California City	2023 – September, \$250.00 2023 – October, \$250.00	\$500.00
Southern California Gas Co	2023 – 0911 to 1011 04901399107, 9300 N Loop, \$19.77 15796036232, 8051 Bay, \$28.66	\$48.43
Waste Management	2023 – 1001 to 1031, 9300 N Loop	\$372.05
		9 checks, \$ 11,026.86

CC-B →

1 Part A

AUTOMATIC DEBITS		
Google – G-Suite/Gmail	2023 – 1001 to 1031, 4839372392	\$60.00
		1 DEBIT
		TOTAL \$ 60.00

CCB-2

2 Part A

DEBIT CARD		
Amazon	2023 - 1018 112-3072055-0781002 Printer Ink	\$104.02
Costco	2023 - 1103 - Folding Table	\$77.15
USPS	PO Box 2546 - 1 Year Check for payment apparently lost by PO	\$388.00
		3 Debits \$569.17 Total

CCB-3

3 Part A

**EMPLOYMENT AGREEMENT
For the Position of
GENERAL MANAGER**

This Employment Agreement ("Agreement") is made and entered into this _____ day of November, 2023, by and between the EAST KERN HEALTH CARE DISTRICT ("DISTRICT"), and MARY WALKER ("EMPLOYEE"), on the following terms and conditions:

RECITALS

A. DISTRICT desires to employ the services of EMPLOYEE as General Manager of DISTRICT, as provided for by the California Local Health Care District Law and East Kern Health Care District Administrative Code, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. EMPLOYEE desires to accept employment as General Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. Position, Duties and Term.

1.1 Position. EMPLOYEE accepts employment with DISTRICT as its General Manager and shall perform all functions, duties and services set forth in Section 1.4 of this Agreement.

1.2 Period of Employment/Commencement Date. EMPLOYEE'S employment with DISTRICT shall be "at-will". EMPLOYEE'S employment shall be subject to this Agreement. EMPLOYEE will serve an initial thirty (30) days, unless terminated earlier by either party. Upon approval of this Agreement by both parties, EMPLOYEE will be deemed to have commenced the performance of her duties as the General Manager ("Commencement Date"). The term may be extended by both parties executing an amendment to this agreement setting forth the extended term of employment.

1.3 At-Will. EMPLOYEE acknowledges that she is an at-will employee of DISTRICT who shall serve at the pleasure of DISTRICT'S Board of Directors at all times during the period of her service hereunder. Nothing in this Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the Board of Directors to terminate her employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of DISTRICT to terminate the services of EMPLOYEE as provided in Section 3 of this Agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with DISTRICT, subject only to the provisions set forth in Section 3 of this Agreement.

1.4 Duties. EMPLOYEE shall serve as the General Manager and shall be vested with the powers, duties and responsibilities set forth in Local Health Care District Law and East Kern Health Care District Administrative Code, as may be amended from time to time, the terms of which are incorporated herein by reference. EMPLOYEE shall have the primary responsibility for lawfully managing the day-to-day operations of DISTRICT. EMPLOYEE shall work closely with the Board of Directors in developing DISTRICT strategic plans, policies, goals and objectives. EMPLOYEE shall provide service at the direction and under the supervision of the Board of Directors. It is the intent of the Parties that the General Manager shall keep the Board of Directors fully apprised of all significant ongoing operations of DISTRICT. Toward that end, EMPLOYEE shall report directly to the Board of Directors and will periodically, or as may be otherwise specifically requested by the Board of Directors, provide status reports to the Board of Directors on her activities and those of DISTRICT. It is the intent of the Board of Directors for the General Manager to function as the chief executive officer of the DISTRICT's organization. Without additional compensation, EMPLOYEE shall provide such other services as are customary and appropriate to the position of General Manager, with such additional services assigned from time to time by the Board of Directors as may be consistent with Local Health Care District Law and East Kern Health Care District Administrative Code. EMPLOYEE shall devote her best efforts and full-time attention to the performance of these duties.

1.5 Part-Time Employment. EMPLOYEE shall work part-time as General Manager of the DISTRICT and may engage in other activities not conflicting with the full performance of the duties of General Manager.

2. Compensation.

2.1 Salary.

(a) DISTRICT shall pay EMPLOYEE the sum of forty dollars (\$40) per hour to be paid in two installments per month.

(b) DISTRICT may authorize, in advance, additional benefits, or expense reimbursements, in the sole discretion of the Board of Directors.

2.2 Performance Evaluation. At any time, but at least annually, the parties shall meet in closed session to review and evaluate the performance of EMPLOYEE, to give guidance concerning performance, and to establish goals against which EMPLOYEE's future performance shall be judged.

3. Termination.

3.1 By EMPLOYEE not for cause. EMPLOYEE shall provide the DISTRICT with prior written notice of her inability or unwillingness to continue to perform the duties of the General Manager; when feasible, EMPLOYEE shall give two-weeks' notice. If EMPLOYEE is unable to perform the duties of General Manager due to permanent disability, she shall provide as much advance notice as feasible.

3.2 By DISTRICT. DISTRICT may immediately terminate this Agreement at any time by providing EMPLOYEE written notice of her termination. No severance shall be paid in

the event EMPLOYEE's employment is terminated. EMPLOYEE expressly waives any rights provided for the General Manager or Administrative Personnel under the Local Health Care District Law, East Kern Health Care District Administrative Code or purportedly under State or Federal law to any form of pre or post-termination hearing, appeal, or other administrative process pertaining to termination, except when EMPLOYEE has a California or federal constitutional right to a name clearing hearing; such a name-clearing hearing does not result in reinstatement.

3.3 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible objects, documents, records, notes, contracts, data and computer-generated materials furnished to or prepared by her incident to his employment belongs to DISTRICT and shall be returned promptly to DISTRICT upon termination of EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

4. General Provisions.

4.1 Other Terms and Conditions. District may, from time-to-time, establish additional terms and conditions of employment, provided such terms and conditions are consistent with the provisions of this Agreement and any applicable law.

4.2 Notices. Any notices required by this Agreement shall be sent by first class U. S. mail with postage prepaid to the parties as follows:

To District:
East Kern Health Care District
PO Box 2546
California City, CA 93504

To Employee:
Mary Walker

Tehachapi, CA 93561

4.3 Entire Agreement. This Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or may be relied upon by any party.

APPROVED:
East Kern Health Care District

APPROVED:
Mary Walker

By: _____
Karen Macedonio, President
Board of Directors

By: _____
Mary Walker, General Manager

ATTEST:

By: _____
Lois Peralta, Secretary

(Seal)

APPROVED AS TO FORM:

By: _____
Christine M. Carson, Deputy District Counsel

DRAFT

COMMUNITY ADVISORY BOARD MEMBERS

COMMUNITY ADVISORY BOARD MEMBERS POLICY AND PROCEDURES

PURPOSE: To establish guidelines for management of the Cancer Assistance Fund. These funds are governed by East Kern Health Care District. The advisory boards duties include; fundraising & prepping submissions for funds distribution through the board of directors for EKHCD. This fund was established in 2004 to be distributed to residents who are receiving cancer treatment.

COMMUNITY ADVISORY BOARD MEMBERS

POLICY:

A. COMMUNITY ADVISORY BOARD MEMBERS

- A.1 The board should consist of a minimum of 5 members but no greater than 10.
- A.2 All board members should live within East Kern District. And should do it's best to have 1 representative from each surrounding East Kern City.
- A.3 The board should consist of upto two East Kern Health Care District directors & at least 1 staff.
- A.4 Each Community Advisory Board Member will be compensated \$50.00 per meeting attended. (Excludes EKHCD Director & Staff)
- A.5 Any Community Advisory Board member who misses 3 consecutive unexcused meetings will be terminated from the Community Advisory Board.
- A.6 Members of the Community Advisory Board will be approved by the Board of Directors.

B. MEETINGS

- B.1 The Community Advisory Board shall meet once a month annually from Nov.-June.
- B.2 Starting July-Oct. the board shall meet twice a month to plan the Cancer Walk held on the last Saturday in Oct.
- B.3 The board will tract all monies coming in and out and will be given to the staff of East Kern Health Care District quarterly, to be reported to the Board of Directors monthly meetings.

B. FUND RAISING

- B.1 Fundraising will be at the discretion on the Community Advisory Board.
- B.2 Board members can look into grants and additional funds from local organizations.
- B.3 Expenses for fund raising will be at the discretion of the Fund Raising Committee, and must be approved by the participating Directors prior the Committee incurring expenses.

Item 10-A

8 Part A
1/2

ADOPTED NOV. 2, 2023

COMMUNITY ADVISORY BOARD MEMBERS

C. FUND DISTRIBUTION

C.1 Fund distribution will be prepped by a Community Advisory Board of the Cancer Assistance Fund. And approved by the East Kern Health Care District Board of Directors.

D. APPLICATIONS FOR FUNDS

D.1 Applications for Cancer Fund Assistance will be developed by the Community Advisory Board.

D.2 Applications completed and returned will be treated as confidential records by the District Staff and the Community Advisory Board. Personal information will be redacted to protect California HIPPA laws. And the applicant will be assigned a number for submission. (Example year 2024, start as 2400, 2401 etc.)

D.3 Any medical records received by the District Staff will be held in confidence, only summary information will be given to the Community Advisory Board to indicate the diagnosis, and duration, and expenses incurred by the applicant.

D.3 The Fund is not an insurance provider for medical care.

D.4 Applicant will provide proof of cancer/treatments and any receipts for reimbursement.

D.5 The Fund is to assist with related expenses of care including but not limited to: gas mileage to and from care for cancer, child care to allow treatment, food, housing if temporary for out of area treatment, other transportation costs as deemed necessary by the Community Advisory Board.

-Applicant's receipts for expenses already incurred are requested, if possible, or dates of appointments.

-Applicants may apply more than once if they require prolonged care. (Not to exceed 2 a year)

D.6 The Community Advisory Board will prep the submission and turn it into staff to be put on the following monthly Board of director's agenda for final approval.

E. BOARD OVERSIGHT

-The Community Advisory Board will make recommendations of distribution of Funds to individuals. The Staff will present their recommendations to the Board of Directors for final approval, the name of the individuals will be protected as much as possible under state law, with a numbering system.

Item 10-A

9 Part A
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