



SPECIAL MEETING AGENDA

**EAST KERN HEALTH CARE DISTRICT BOARD OF DIRECTORS
9300 N LOOP BLVD, CALIFORNIA CITY, CA 93505**

Mission Statement: "Building health, well-being, and resiliency"

SEPTEMBER 19, 2023 5:00 pm (Hybrid meeting)

A Quorum of the Board will be present in person.

Participate in the meeting via Zoom by clicking on the link below:

<https://us02web.zoom.us/j/85494110504?pwd=aHE1czlodGh1MllzbFg4QkZkM2JYZz09>

Meeting ID: 854 9411 0504

Passcode: 127742

If you wish to access the meeting by telephone, please dial
1 669 900 6833 US (San Jose), enter the meeting ID, and then press # (pound).

Public comments may be made through teleconference when prompted by the Chair during the public comment period. Public comments may also be provided by emailing eastkernhealthcaredistrict@gmail.com in advance of or during the meeting. Please indicate "PUBLIC COMMENTS" in the subject line.

If you have difficulty connecting to the teleconference line, please call (213) 640-9355 or email eastkernhealthcaredistrict@gmail.com.

PLEDGE OF ALLEGIANCE / INVOCATION

ROLL CALL

CALL TO ORDER

APPROVAL OF AGENDA

Motion _____ **Second** _____

Action _____

PUBLIC COMMENT

Members of the public are welcome to address the Board on any matter not on the Agenda and over which the Board has jurisdiction. If you wish to speak, please state your name for the record, and limit your comments to three (3) minutes.

PUBLIC PRESENTATIONS/COMMUNITY ANNOUNCEMENTS

BOARD VACANCY

1: INTERVIEW AND APPOINT TO FILL BOARD VACANCY

Pages 6-14

Candidates: Jeanie O'Laughlin

Motion _____ **Second** _____

Action _____

2: SWEARING IN OF NEW DIRECTOR

Page 15

Motion _____ **Second** _____

Action _____

STAFF REPORTS

Alex Lemieux, District Council, Potential NDA with Ridgecrest Regional Hospital

CONSENT CALENDAR

All items on the Consent Calendar are considered routine, non-controversial, and will be approved by one (1) motion if no member of the Board, Staff, or public wishes to comment or ask questions. Public comments to be limited to three (3) minutes. Roll call vote required.

CC1: Approve warrants

- A. Vendor checks**
- B. ACH payments**
- C. Debit card payments**

CC2: Approval of Minutes

- A. Minutes from 09/05/23 Special Meeting**
- B. Minutes from 09/11/23 Special Meeting**
- C. Discuss minutes format; Action Minutes with keywords**

Pages 16-20

APPROVAL OF CONSENT CALENDAR

Motion _____ **Second** _____

Action _____

CONTINUING BUSINESS

CB1: APPROVAL OF CONSTRUCTION CONTRACT WITH MEISTER AND MEISTER, LLC, FOR ROOF AND EXTERNAL STUCCO REPAIR 8051/8101 BAY AVE DUE TO FIRE DAMAGE

Motion _____ Second _____

Action _____

CB2: APPROVAL OF ADDENDUM TO CONTRACT FOR JOSELITO LACSON, DESIGNER, TO INCLUDE BAY AVE CODE AND CONSTRUCTION UPDATES FOR BUILDING AND SAFETY

Motion _____ Second _____

Action _____

CB3: APPROVE 90 DAY EXTENSION OF EXISTING LEASE AGREEMENT AT 9350 N LOOP, FOR ADVENTIST HEALTH, ON EXISTING TERMS

Motion _____ Second _____

Action _____

CB4: DISCUSSION OF REVISED DRAFT LEASE, FORMAT FOR EKHCD TENANTS

Pages 20-39

Motion _____ Second _____

Action _____

CLOSED SESSION

CS1: CONFERENCE WITH REAL PROPERTY NEGOTIATORS (GOVERNMENT CODE SECTION 54956.8)

PROPERTY ADDRESS: 9278 N Loop, California City, CA 93505

AGENCY NEGOTIATOR: Alex Lemieux, District Council

NEGOTIATING PARTIES: Dr. Srijaerajah

UNDER NEGOTIATION: price, terms, or both

REPORT OUT FROM CLOSED SESSION

Alex Lemieux, District Council

NEW BUSINESS

NB1: APPROVE AGREEMENT WITH GOLDEN HILLS IT TO PROVIDE UPDATED EQUIPMENT, SECURITY APPLICATIONS AND ON-GOING PREVENTATIVE MAINTENANCE

Pages 40-53

Motion _____ **Second** _____

Action _____

COMMUNITY ENGAGEMENT

CE1: (CONTINUING ITEM) AD-HOC COMMITTEE REPORT FOR CANCER WALK ON OCTOBER 28TH, 2023

Jessica Rojas, LaMiya Patrick

- a) Budget
- b) Event permit if needed to meet CA City requirements
- c) Insurance Certificate

Motion _____ **Second** _____

Action _____

CE2: (CONTINUING ITEM) DRAFT OF LETTER TO GENERATE INTEREST IN COMMUNITY COLLABORATIONS

Director LaMiya Patrick

Motion _____ **Second** _____

Action _____

DISTRICT UPDATES

PRESIDENT'S COMMENTS:

Status update: Valbridge land, buildings, and market appraisal

FUTURE AGENDA ITEMS

DIRECTOR COMMENTS, AB 1234

ADJOURNMENT

Motion _____ **Second** _____

Action _____

Next Regular Meeting: 10/05/23 (Hybrid meeting)

9300 N Loop Blvd, California City, CA 93505 (and via Zoom), 5:00 pm

“Pursuant to Government code section 54954.2(a), any request for a disability-related modifications or accommodation, including auxiliary aids or services, that is sought in order to participate in this agendized public meeting should be directed to the District’s office at (760) 373-2804 at least 48 hours prior to said meeting.”

Date Agenda posted:

Agenda posted by:

JEANIE M. O'LAUGHLIN, PhD, CPA, CGMA

9650 Denhart Ave
California City, CA 93505
Cell (719) 480-0296
E-mail: jeanieo2@yahoo.com

September 7, 2023

Board of Directors
East Kern Health Care District
P.O. Box 2546
California City, CA 93504

RE: Letter of Interest

Dear Chairwoman Macedonio:

I would like to submit this Letter of Interest to serve the remaining term on the Board of Directors of the East Kern Health Care District. I am passionate about our City and would be an asset to your organization.

I currently reside at 9650 Denhart Ave, in California City; I have lived here since May, 2017. I just finished serving a two-year term as the elected Mayor of California City which serves to show my passion for our City. As Mayor, my most proud accomplishment is the new Urgent Care facility. Our City needs more health care and bringing an Urgent Care is a step forward. California City has great potential; however, it seems we have had difficulty moving forward. There is an expectation that a City will have certain amenities and we need to work together to see this happen. Health Care is a major issue for many citizens and not having adequate health care impedes our progress forward. As the Health Care District, the Board is in a prime position to move our City forward.

I have attached my resume to this letter for more information. To summarize: I have PhD in administration and I am a certified public accountant, CPA, licensed in the state of California. I have been the Finance Director/Assistant City Manager for the city of California City; I have taught accounting at several institutions including Pepperdine University; I have served in several high-level administrative positions such as Assistant Vice President at universities and as Controller.

I have a willingness to serve my community and can bring my wealth of passion, experience, and finance background to serve as an asset to the East Kern Health Care District. I hope you will consider my application and give me the opportunity to answer any questions you might have.

Sincerely,

Jeanie M. O'Laughlin, PhD, CPA, CGMA

JEANIE M. O'LAUGHLIN, PhD

9650 Denhart Ave
California City, CA 93505
Cell (719) 480-0296
E-mail home: jeanieo2@yahoo.com

CURRICULUM VITAE

EDUCATION:

- PhD** Education/Higher Education Administration, Claremont Graduate University, May 2003
Committee Chair: Jack H. Schuster
Dissertation: The Financing of Tribal Colleges
- MBA** Business/Marketing from California State University, San Bernardino, March 1986
- BS** Business/Accounting from California State University, San Bernardino, 1983
- AA** Math from San Bernardino Valley College, San Bernardino, 1981

TEACHING EXPERIENCE:

Pepperdine University

Practitioner Faculty of Accounting (January 2013 to Present)

Teach accounting in the BSM degree completion and in the online MBA program.

Adams State College

Associate Professor of Accounting (August 2011 to Present)

Promoted to Associate Professor assumed directing Internship program for all business students in addition to all other duties. Faculty advisor to Pacioli, the accounting club; organized student trip to London including fundraising; budget committee for the School of Business. Teach both undergraduate and graduate accounting courses. Attend state meetings of accounting faculty. Coordinate student trips to accounting firms in Denver. Teach summer courses in accounting and interdisciplinary studies. Teach both online and face-to-face. Designed accounting track for MBA and accounting degree through extended studies.

Assistant Professor of Accounting (August 2009 to July 2011)

Responsible for course development and teaching classes in the Accounting major. Courses include Introduction to Accounting II, Intermediate Accounting I,II,III, Managerial Accounting I and II and CPA review. I started the Volunteer Income Tax Assistance (VITA) program, including training of students, and managing volunteers and site coordination. Designed the Accounting track for the MBA program. Put the accounting major on-line.

Northwest Christian University

- **Assistant Vice President for Academic Affairs Interim Position** (May 2008 to January 2009)

Responsible for the four schools at the University: Arts and Sciences, Business and Management, Education and Counseling, and Christian Ministry. This included budgeting, scheduling courses, coordination of all adjuncts, 5-year strategic plan, develop and implement policies regarding adjuncts, budgeting, quality improvement, on-line and hybrid courses, instructional technology. Served as Director of the School of Business and Management. Established an Accounting Advisory Board with community leaders for advancement of the program.

- **Associate Professor of Accounting** (August 2007 to July 2009)

Responsible for teaching all accounting courses including principles of accounting, managerial accounting, taxation, intermediate accounting, advanced accounting, cost accounting, auditing, non-profit, as well as graduate marketing, and managerial accounting. Advise students; participate in several campus committees, including the budget task force; served on graduate thesis committees; program advisor for the Professional Studies Program. As the Program Advisor, I was responsible for reviewing curriculum, assigning adjunct faculty, course syllabi, and program assessment.

Dakota Wesleyan University

- **Assistant Dean of the Faculty** (August 2006 to May 2007)

Responsible for various administrative functions including Director of Graduate Programs, on-line learning, scheduling, research projects, strategic plans, enrollment projections and trends, and faculty relations. Developed a new graduate program in Higher Education Administration and wrote the proposal for accreditation. Re-wrote the Graduate Handbook and updated the curriculum of the Master of Art's in Education program.

- **Social Sciences Division Chair** (May 2006 to May 2007)

Coordinated the Academic Strategic Planning Committee; participated in the Academic Campus Master Planning priority committee; established agenda items for Division discussion; served on the advisory committee for the VP of Academics; member of several ad hoc committees during the academic year, Planning and Budget Committee, wrote recommendations for faculty sabbaticals.

- **Assistant Professor of Business** (August 2004 to May 2007)

Responsible for teaching all advanced accounting courses including taxation, intermediate accounting, advanced accounting, cost accounting, auditing, fraud examination, as well as corporate finance, marketing, and organizational behavior. Advise students; participate in several campus committees; professional search committee; new ventures committee; developed a new course as well as a new minor; faculty advisor to student professional organization; served on student recruiting projects, and served on a Trustee committee. Established a VITA (volunteer income tax assistance) program that served students and the community. Developed an on-line fraud course.

Colorado Technical University

Adjunct Professor (October 2003 to June 2004)

Responsible for teaching accounting courses at the undergraduate and graduate level. Duties included preparation of materials, tests and grading. Utilized on-line grade book and on-line attendance.

Riverside Community College Norco Campus

Adjunct Instructor (January 2000 to January 2002)

Responsible for teaching principles of accounting and introduction to business courses. Duties included preparation of materials, tests and grading.

San Bernardino Valley College

Adjunct Instructor (August 1991 to January 2002)

Responsible for teaching first and second semester principles of accounting, cost accounting, computer applications of accounting, accounting computer spreadsheets, payroll and Orientation Skills. Duties included preparation of materials, tests and grading.

Embry Riddle Aeronautical University

Adjunct Instructor III (January 1993 to 1997)

Responsible for teaching principles of accounting, finance, managerial accounting and graduate level managerial accounting. Duties included preparation of materials, tests and grading.

PROFESSIONAL WORK EXPERIENCE

Accounting and Business Consultants

Owner (Jan. 2018 to 2020)

Consult with Cannabis related businesses; provide accounting and logistic support. Manage a legal dispensary in Venice, CA. Responsible for all of the accounting-related functions including budgeting, sales, payroll, cash management, vendor payments; staffing; compliance issues. Provide interface with City departments; follow up on building and permit issues; research local contractors and vendors for build-out. Represent the business at local events and meetings.

California City

Finance Director/Assistant City Manager (Oct. 2016 to Dec. 2017)

Responsible for all of the finance related activities of the City; budgets; collections, A/R, A/P. G/L, grants, payroll; Water/Sewer utility, including billing and collection of monthly bills; prepare Staff reports for City Council; approve all department spending based on budgets; work with outside auditors for all annual audits, streets, roads, financials. Supervise ten staff, including accountants, account clerks, and administrative support staff. Act as City Manager in his absence.

Pepperdine University

Executive Director of Fully Employed Programs (August 2012 to 2017)

Responsible for all student support functions from the time a student is admitted through graduation. Lead staff to improve processes; established procedures; streamlined registrar functions such as grade appeals, add, drops, waivers, academic probation, course substitutions and course transfers; manage academic advising and career services. Work with Department Chairs on faculty issues, and scheduling of classes and class enrollment. Manage New Student Orientation, Admitted Student Forums, Honor Society inductions, student networking events, and graduating student focus groups.

Scripps College

- **Acting Treasurer** (May 2002 to Oct. 2002)

Responsible for the management of all financial and maintenance aspects of the College. Plan, organize, and manage several departments including: investments, budget, grounds, maintenance, student billing and mailroom. Oversee construction projects including remodel of existing structures and a new \$12million music facility. Oversee all financial functions of the college. Responsible for the annual audit of the College, including reporting to the Board of Trustees. Staff four Trustee Committees: Audit, Budget, Investment, and Buildings and Grounds. Prepare and negotiate contracts with outside vendors and agencies. Member of the Senior Staff reporting directly to the President of the College.

- **Director of Budgeting** (August 1998 to May 2003)

Responsible for coordinating and managing an annual \$30 million operating budget as well as the capital budget and the personnel budget. Provide administrative support to the Treasurer in areas of financial management, fiscal reporting and budgetary controls. Write, implement, and train staff on policies & procedures. Extensive work on the long-range plan and the strategic plan tactics, including annual updates and priorities. Incorporated the strategic plan into the budgeting process. Prepare and present reports to the board of Trustees; IPEDS; and US News annual surveys. Supplementary controllership duties and special projects.

Active Communication Treatment Systems

Director of Finance (May 1990 to March 1993)

Responsible for establishing all of the accounting documentation for this non-profit corporation. Duties included budget, contract compliance for federal and state funding, payroll, accounts payable, accounts receivable, inventory control, supervision, general ledger and all financial reports. I reported financial activities to the board of directors.

United Engine Life Company

Controller (August 1988 to September 1991)

Responsible for preparation of annual budget, monthly financial statements, supervision of accounts payable, accounts receivable, and payroll staff. Cost accounting functions including quarterly LIFO calculations, and manufacturing systems. Program Manager for computer conversion on system 36 machine.

AWARDS:

President's Award for Outstanding Teaching and Service, Northwest Christian University, 2008

Professional Excellence Award, Dakota Wesleyan University, 2005

Staff Achievement Award, Scripps College, 2002

PRESENTATIONS:

Starting an online program, Presentation to the Part-Time MBA Association, October, 2013

Cooking the Books, Faculty Lecture Series, Adams State College, Fall, 2011

The 150 hour Rule for CPA's-Has Its Time Come, American Accounting Association, August, 2011

The 150 hour Rule for CPA's-Has Its Time Come, Forensic and Investigative Section of the American Accounting Association, March, 2011.

Updates to the Tax Code, Presented to the Financial Aid Office, Adams State College, January, 2011.

Tax Help Colorado/VITA, Presented to the Colorado Society of CPAs Faculty Symposium, November 2010

Fraud Examination across the Business Curriculum, Presented at the IACBE Regional Conference, November 2008

Financial Literacy, Presented to high school seniors at Crow High School, October, 2008

Cooking the Books: Presented to prospective college students and parents February 2005.

The Importance of Higher Education: Presented to high school students at several area schools: South Dakota, February/March, 2005

The Benefits of an Accounting Degree: Presented to high school business and accounting students at area schools: South Dakota, February/March, 2005.

Financing of Tribal Colleges Presented at the 2002 National Association of Native American Studies Conference; February 2002 in Houston, Texas.

Personal Finance seminar presented to incoming freshmen women at Scripps College, Claremont, California; September 2002.

Personal Finance seminar presented to graduating senior women at Scripps College, Claremont, California; May, 2001.

Career Workshop presented to students at San Bernardino Valley College, San Bernardino, California; May 1998.

INSTITUTIONAL SERVICE:

Fully Employed MBA Program Committee, Pepperdine University

BSM Program Committee, Pepperdine University

Staff Advisory Council, Pepperdine University

Online Sub-committee, Pepperdine University

Hybrid Committee, Pepperdine University

Faculty Advisor to Student Accounting Club, Pacioli

Faculty Senator to Associated Students and Faculty Organization

Site Coordinator for Tax Help Colorado (VITA site, free tax service)

Executive Enrollment Management Committee, Adams State College

Common Reading Experience, Adams State College

Faculty Handbook Review Committee, Adams State College

Review of Theatre Department Financial Practices, Adams State College

Accounting Faculty Committee, Adams State College

Curriculum Review Committee, Chair Northwest Christian University

Budget Task Force, Northwest Christian University

Executive Group for Professional Studies Program, Northwest Christian University
Admissions Advising Committee, Northwest Christian University
Advising Committee, Northwest Christian University
General Education Committee, Northwest Christian University
Program Advisor for Professional Studies Program-Accounting, Northwest Christian University

Division Chair, Social Sciences Division, Dakota Wesleyan University, May 2005
New Ventures Committee, Dakota Wesleyan University
Budget Committee, Dakota Wesleyan University
Trustee Business Affairs Committee, Dakota Wesleyan University
Rural High School Recruitment program, Dakota Wesleyan University
Coordinated the creation and implementation of the Business Department Web site, Dakota Wesleyan University
Faculty advisor to the Phi Beta Lambda student organization, Dakota Wesleyan University
Designed two new course for the Forensic Accounting minor at Dakota Wesleyan University
Prepared a new interdisciplinary minor with the criminal justice department, "Forensic Accounting" at Dakota Wesleyan University

Budget Committee, Scripps College
Investment Committee, Scripps College
Buildings and Grounds Committee, Scripps College
Audit Committee, Scripps College
Staff Executive Committee of Scripps College
Emergency Preparedness Committee of Scripps College

COMMUNITY SERVICE:

Chapter President of Sigma Beta Delta, December 2011.
External Program Reviewer, Western State College Accounting Program, February, 2011
VITA (Volunteer Income Tax Assistance/Tax Counseling for the Elderly) Alamosa, CO 2010-2011
Peer Reviewer for the American Accounting Association annual conference, 2010-2011.
VITA/TCE Eugene, OR 2009
Peer Reviewer for the American Accounting Association annual conference, 2007-2008
Moderator for the American Accounting Association annual conference, Anaheim, CA 2008
St. Alice Catholic Church Administrative Council, Springfield, OR 2008
ASPIRE Junior Interview Volunteer, Thurston High School, 2007-2008
VITA (Volunteer Income Tax Assistance) Site Coordinator at Dakota Wesleyan University (2004-06)
Treasurer, Board of Director - CASA (Court Appointed Special Advocates), Mitchell, South Dakota, 2005-Present
Boy Scout Council Treasurer (2004)
Coordinator for the Canistota Summer Reading Program (2004)
President of the Canistota PTA (2004)
Canistota Women's Organization (2003)
Weekly volunteer for the community library (2003-2004)
Member of the Camino Real Elementary School PTA (1998-2003).
School Site Council Chair for Camino Real Elementary School (1998-2000)
President of the Inland Empire Foster Parent Association (1995-1997).
Chair of the Adoption Committee for the California State Foster Parent Association (1994-1996).
Foster parent to 32 children (1991-1998).

PUBLICATIONS:

Financing of Tribal Colleges. (2002). An Imperfect World: Resonance from the Nations' Violence. 2002 National Conference Education Monograph Series. Vol. 2.

CERTIFICATION:

CPA certificate, licensed in California

JEANIE M. O'LAUGHLIN, PhD

9650 Denhart Ave
California City, CA 93505
Cell (719) 480-0296
E-mail: jeanieo2@yahoo.com

EDUCATION:

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Pepperdine University

Executive Director of Fully Employed Programs (August 2012 –August 2017)

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United Engine Life Company

Controller (August 1988 to September 1991)

Responsible for preparation of annual budget, monthly financial statements, supervision of accounts payable, accounts receivable, and payroll staff. Cost accounting functions including quarterly LIFO calculations, and manufacturing systems. Program Manager for computer conversion on system 36 machine.

AWARDS:

Outstanding Faculty Award, Pepperdine University, 2014

President's Award for Outstanding Teaching and Service, Northwest Christian University, 2008

Professional Excellence Award, Dakota Wesleyan University, 2005

Staff Achievement Award, Scripps College, 2002

PUBLICATIONS:

Financing of Tribal Colleges. (2002). *An Imperfect World: Resonance from the Nations' Violence*. 2002 National Conference Education Monograph Series. Vol. 2.

CERTIFICATION:

CPA certificate, licensed in California

MEMBERSHIP:

AICPA – American Institute of Certified Public Accounts

Sigma Beta Delta Business Honor Society Lifetime member



September 19, 2023

Director Candidate Interview Questions:

- 1) What interests you about becoming a Director of the Board for East Kern Health Care District?
- 2) What unique skills do you bring to the job?
- 3) What additional healthcare access would you like to see created for our residents?

PO Box 2546
California City, CA 93504
760-373-2804
eastkernhealthcaredistrict@gmail.com eckhd.org



OATH OF OFFICE

(CA State Constitution Article XX, Section 3 as amended)

DIRECTOR: EAST KERN HEALTH CARE DISTRICT

STATE OF CALIFORNIA

County of Kern

I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will faithfully discharge the duties upon which I am about to enter.

Director, East Kern Health Care District

Signature: _____

Address: _____

California City, CA 93505

Subscribed and sworn to before me, this 19th day of September 2023

Lois Peralta, Secretary, East Kern Health Care District

PO Box 2546
California City, CA 93504
760-373-2804

eastkernhealthcaredistrict@gmail.com eckhd.org



SUMMARY OF PROCEEDINGS
BOARD OF DIRECTORS - EAST KERN HEALTH CARE DISTRICT
9300N LOOP BLVD, CALIFORNIA CITY, CA 93504 (Hybrid)
REGULAR MEETING
SEPTEMBER 05, 2023, 5:00pm
"Building health, well-being, and resiliency."

1. PLEDGE OF ALLEGIANCE

Led by R. Macedonio

2. ROLL CALL - DIRECTORS

DIRECTORS PRESENT:

R Macedonio, K Macedonio, L Peralta

DIRECTORS ABSENT:

L Patrick (arrived 5:25 pm)

3. MEETING CALLED TO ORDER

05:03:45

4. APPROVAL OF AGENDA

05:04:00

R Macedonio : L Peralta

3 - 0, 1 Absent

Yes - K Macedonio, R Macedonio, L Peralta

No - none

Abstention - none

Absent - L Patrick

5. PUBLIC COMMENT

05:05:00

NONE

6. PUBLIC PRESENTATIONS AND COMMUNITY ANNOUNCEMENTS

05:05:15

Various announcements were read, information supplied by Patti Orr of Mojave Desert News. There is a two year anniversary Farmer's Market event, Oct 7, 2023 9am - 1pm at Central Park Pet adoption and meet and greet, Sept 9th 2023, 10am - 2pm, at 5000 Lindberg Blvd, Ca City Mojave Job Fest, Sept 20, 2023, 9am to 12pm jobfest@jobfestkern.com for more information Plane Crazy Saturday, Sept 16, 2023 Mojave Air and Space Port, free admission

7. District Updates

05:08:15

Staff Reports - none

Facilities Report - R Macedonio gave a report re: roof repair, lighting repair, X-ray equipment removal

8. CONSENT CALENDAR

05:13:20

All items on the Consent Calendar are considered routine, non-controversial and will be approved by (1) motion if no Director, Staff, or public member wish to comment or ask questions. Public comments are limited to (3) minutes. Roll call vote required.

CC1-B: Vendor Checks - (\$593.67)

CC1-C: Debit payments - (\$140.45)

CC1-D: ACH Payments - (\$60.00)

CC2-A: Minutes from 08/15/23 Special Meeting

(approval subject to necessary corrections)

CC2-B: Minutes from 08/30/23 Special Meeting

(approval subject to necessary corrections)

APPROVAL OF CONSENT CALENDAR

05:24:35

R Macedonio : L Peralta

3 - 0, 1 Absent

Yes - K Macedonio, R Macedonio, L Peralta

No - none

Abstention - none

Absent - L Patrick

9. CONTINUING BUSINESS

05:26:20

CB1: APPROVAL OF ADDENDUM TO CONTRACT FOR JOSELITO LACSON, DESIGNER

Motion to approve addendum to contract for Joselito Lacson, Designer, for up to 60 additional hours at \$125 per hour, for construction administration for Bay Ave fire damage repair

05:58:00

L Patrick : R Macedonio

4 - 0

Yes - K Macedonio, R Macedonio, L Peralta

No - none

Abstention - none

Absent - none

10. NEW BUSINESS

05:59:15

NB2: AWARD BIDDER/PROPOSAL FOR EMERGENCY ROOF REPAIR OF THE FIRE DAMAGE FOR 8051/8101 BAY AVE BLDG

Motion to allow the bidders until the end of day on Friday September 08 to complete their, bids, and there will be a special meeting at 5:00 pm on 9/11 to award the bid

06:05:00

L Patrick : R Macedonio

4 - 0

Yes - K Macedonio, R Macedonio, L Peralta

No - none

Abstention - none

Absent - none

NB3: ADVERTISE N LOOP RFP FOR 9350 SHADE CPOVER AND 9300 PATHWAY WITH PLANET BIDS

Item tabled until 09/15/23 Special Meeting. Joselito will provide information re: Plant Bids costs and details for one-time only use vs an annual subscription

11. CONTINUING BUSINESS (CONTINUED)

06:19:45

CB2: UPDATED CONFLICT OF INTEREST POLICY

Motion to approve updated Conflict of Interest Code

06:22:10

L Patrick : L Peralta

4 - 0, 1 Absent

Yes - K Macedonio, R Macedonio, L Patrick , L Peralta

No - none

Abstention - none

Absent - none

12. NEW BUSINESS (CONTINUED)

06:23:45

NB1: PROFESSIONAL SERVICES AGREEMENT WITH TURNING WEST FOR VISION AND STRATEGIC PLANNING FOR RRH ANNEXATION PROCESS

Motion to approve the Professional Services Agreement with Turning West, with an escape clause added

06:37:10

L Patrick : R Macedonio

4 - 0

Yes - K Macedonio, R Macedonio, L Peralta

No - none

Abstention - none

Absent - none

NB4: DISCUSSION OF DRAFT LEASE FORMAT FOR EKHCD TENANTS

Item was discussion only, and still needs additional information and review.

Item tabled until the 09/15/23 Special Meeting.

13. COMMUNITY ENGAGEMENT

07:02:45

CE1: CANCER WALK - COMMITTEE UPDATE

L Patrick gave report on status for EKHCD Cancer Walk that will be held 10/28/23

CE2: PARTNERS AND COLLABORATORS FOR COMMUNITY EDUCATION CLASSES

EKHCD will draft a letter for Mojave Desert News, other local newspapers, and social media, to generate interest in possible collaborations. This item will return to the 09/19/23 meeting.

PRESIDENT’S COMMENTS

07:09:10

K Macedonio requested the re-written article on tips for healthy aging to be submitted for review. Patti Orr of Mojave Desert News will return with more information.

14. FUTURE AGENDA ITEMS

07:10:04

Bid awarding, Planet Bids info (9/11/23 meeting)
CLASS Account, banking procedures, itemized contract for Joselito Lacson including code upgrades, Lease Draft review, Adventist Health Lease Extension, Cancer Walk, Community Collaboration letter, interviews for Board candidates.

15. AB1234 DIRECTOR COMMENTS

07:11:20

None

16. ADJOURNMENT

07:11:26

L Patrick : R Macedonio

4 - 0

Yes - K Macedonio, R Macedonio, L Patrick , L Peralta

No - none

Abstention - none

Absent - none

PASSED, APPROVED AND ADOPTED on this ____ Day of _____ 20____

SIGNED:

K. Macedonio, President

L. Peralta, Secretary

SEAL

LEASE AND AGREEMENT

As of _____, the East Kern Healthcare District, herein "Landlord" or "District", and _____, herein "Tenant," (Landlord and Tenant may be referred to individually as "Party" or collectively as "Parties") agree as follows:

1. Purpose and Scope

To lease District property to Tenant who will establish a Community Health Center on the Leasehold Premises.

2. Leasehold Premises

Landlord leases to Tenant and Tenant takes from Landlord, lease XXX sq. ft. of Landlord's building located at _____ (as further described in Exhibit "A" attached hereto) ("Property"), for the purpose of establishing the above referenced Community Health Center.

3. Term

The term of this lease is for five (5) years commencing on _____, _____, and terminating _____, _____ ("Initial Term"). This Lease may be extended for additional one (1) year terms ("Renewal Term") on the same terms and conditions set forth herein, provided Tenant gives Landlord at least ninety (90) days written notice of its intention to extend prior to the expiration of the then current term, and provided further that Tenant is not in default under the Lease. If the Lease is extended, the rent may be increased, but not decreased, and shall not be increased more than 3% per year in accordance with Section 3 (b) below. Either Party may provide the other Party thirty (30) days written notice of its intention not to extend the Lease prior to the expiration of the Initial Term or any Renewal Term, in which case the Lease shall expire at the end of the Initial Term or the Renewal Term.

4. Consideration

Lease of Property for Lease Term: Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the Lease Term. The Lease Term is for the period stated in Section 3 above and shall begin and end on the dates specified in Section 3 above, unless the beginning or end of the Lease Term is changed under any provision of this Lease. The "Commencement Date" shall be the date specified in Section 3 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.

- (a) Base Rent. Commencing _____, _____, and for the six months of _____ through _____, Tenant shall pay Base Rent in the amount of _____ (\$ _____), to be paid by Tenant in advance on the first day of each month.

The Base Rent shall then be of One Thousand Eight Hundred Seventy-Five Dollars (\$2,500) for the following six months, i.e., July 2020 through December 2020, to be paid by Tenant in advance on the first day of each month.

The Base Rent shall then be Two Thousand Five Hundred Dollars (\$2,500) for the rest of the lease term, to be paid by Tenant in advance on the first day of each month.

- (b) Operating Expense Rent – Improvements, Repairs, Maintenance, Replacement, Insurance, Taxes, and Property Management. Tenant is responsible for its prorata share of all operating expenses for the Building including but not limited to the following Building services: repairs, maintenance, replacement with respect to the Common Areas (including the roof, shell, pavement and resurfacing of the parking lot and sidewalks), heating, ventilation and air conditioning (“HVAC”), plumbing, glass, electrical, power generator (connected for operation of the Premises and all equipment located therein during power outages), battery backup, card access for the doors for the Building, door hardware, locks and keys, video monitoring systems, alarm systems, Common Area utilities, utilities for the Building (provided that such utilities are not metered separately as to the Premises), Common Area janitorial services, maintenance services, security services, snow removal, water, sewer and garbage, insurance, property taxes and assessments, and third party property management fees incurred in the operation and management of the Building and the Common Areas (collectively, “Operating Expenses”). Operating Expenses for repairs or replacements of a capital nature (whether or not capitalized), such as improvements, repairs or replacements to the parking lot or other paved areas, and Tenant’s obligation shall be amortized over the useful life of the improvement in accordance with generally accepted accounting principles, but in no event shall Tenant be obligated to pay any portion of such amortized costs extending beyond the Term of this Lease.

For purposes of this Lease, Operating Expenses shall specifically exclude electric, gas and security (if any) for Tenant’s Use of the Premises to the extent that such charges are separately billed to Tenant and are the sole responsibility of Tenant. Tenant agrees to use landlord-provided janitorial services, which shall be charged to Tenant directly or as Operating Expenses. Tenant shall separately contract and pay for security services for Tenant’s Premises if desired by Tenant. Building common area security, if provided by Landlord, is not responsible for security for Tenant’s Premises and is only there for convenience. If due to the nature of Tenant’s business, Landlord requires additional security for the Building or Premises, this will be at Tenant’s expense and billed directly to Tenant. Operating Expenses shall further exclude (i) amounts reimbursable from insurance proceeds or under warranty or paid for by any other tenant in the Building or any third party, (ii) interest, late charges or penalties incurred as a result of Landlord’s failure to pay bills in a timely manner; (iii) any charge for depreciation, interest on encumbrances or ground rents paid or incurred by Landlord; (iv) brokerage or

leasing commissions; (v) amounts incurred to remediate any Hazardous Materials (as defined below) not caused by Tenant.

Proration of Operating Expenses and Utilities shall be on a square footage basis adjusted for hours of operation and Tenant's proration shall be calculated by multiplying the Operating Expenses by a fraction, the numerator being the rentable square feet of the Premises and the denominator being the total rentable square feet of the Building (including any space occupied by Landlord) adjusted based on Tenant's hours of operation. Tenant's pro rata share of Operating Expenses is currently estimated at \$5.00 per rentable square foot. Utility Expenses are currently estimated at \$1.95 per rentable square foot. The total Operating Expenses shall be prorated and be payable by Tenant as Additional Rent on a monthly basis as follows:

(1) Tenant's prorated share of the Operating Expenses shall be computed and paid in monthly estimated payments as estimated by Landlord, in Landlord's reasonable discretion. Such Additional Rent shall be paid by Tenant on or before the 1st day of each month with Base Rent for such month. As soon as is reasonably possible following the end of each calendar year, Landlord shall furnish to Tenant a statement showing the Building's actual Operating Expenses for the preceding calendar year and Tenant's pro rata share thereof. In the case of a deficiency, Tenant shall promptly remit its pro rata share of such deficiency to Landlord within fifteen (15) days following receipt of Landlord's statement of actual expenses. In the case of a surplus, Landlord shall either apply said surplus to the next installment of Additional Rent for Operating

Expenses due from Tenant under this Lease, or promptly refund the same to Tenant within thirty (30) days (including following the expiration of the Term hereof). In the event that during all or any portion of any calendar year the Building is not fully rented and occupied, Landlord may elect to make an appropriate adjustment in Operating Costs for such year, using sound accounting and management principles to determine the total Operating Costs that would have been paid or incurred by Landlord had the Building been fully rented and occupied. The amount so determined shall be deemed to have been Operating Costs for such year.

(2) Tenant may review, at its sole cost and expense, any Operating Expenses prorated to Tenant by Landlord including, without limitation, any assessed property taxes. Landlord shall make available the applicable statements and invoices supporting the actual Operating Expenses available to Tenant for review. Tenant shall have the right to come in to Landlord's accounting office, on reasonable prior notice to Landlord, to examine and review copies of the records pertaining to the Operating Expenses on an annual basis after Tenant has receipt the statement of actual expenses from Landlord. The reasonable cost to receive copies of these statements will be covered by the Tenant except as otherwise expressly provided herein. If such annual examination shall disclose any

overcharge by Landlord, Landlord shall promptly reimburse Tenant for any overpayment of Tenant's proportionate share of Operating Expense.

- (c) Time and Manner of Payment. Upon execution of this Lease, Tenant shall pay Landlord the Base Rent in the amount stated in above for the first month of the Lease Term. On the first day of the second month or the Lease Term and each month thereafter, Tenant shall pay Landlord the Base Rent, in advance, without offset, deduction, or prior demand. The Base Rent shall be payable at Landlord's address or at such other place as Landlord may designate in writing.
- (d) If the rent is not paid by the 25th day of each month, Landlord shall also be paid a penalty at the rate of 1.5% per month on the unpaid balance. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by Law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.
- (e) An Initial Security Deposit of \$6,000 shall be paid by Tenant prior to occupancy.

5. Security Deposit

- (a) Upon the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit in the amount set forth in Section 4 above, Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit.
- (b) Upon termination of this Lease under Article Seven (Damage or Destruction), Article Eight (Condemnation) or any other termination not result from Tenant's default, and after Tenant has vacated the Property in the manner required by this Lease, Landlord shall refund or credit to Tenant (or Tenant's successor) the unused portion of the Security Deposit, any advance rent or other advance payments made by Tenant to Landlord, and any amounts paid for real property taxes and other reserves which apply to any time periods after termination of the Lease.

6. Delivery of Premises

By entering into this Lease Agreement, Tenant agrees that Tenant was granted ample time and opportunity to inspect the Property and to have qualified experts inspect the Property prior to the execution of this Lease. Tenant accepts the Property, including all improvements located on the Property, "AS IS" and "WHERE IS," "WITH ALL FAULTS," with Tenant accepting all defects, if any. Landlord makes no warranty, express or implied, with respect to the Property, including any Build-Out of the Property, including but not limited to any warranty as to the habitability, fitness or suitability of the Property (including any Build-Out of the Property) for a particular purpose or as to the absence of any toxic or otherwise hazardous substances. Tenant agrees that neither Landlord nor any of Landlord's representatives or agents (collectively, "Landlord Related Persons") have made or given any warranties, guaranties, or representations of any kind whatsoever, whether oral or written, express or implied, including but not limited to any express or implied warranties or representations regarding the water, soil or geology of the Property; the presence or absence of hazardous or toxic substances as such terms are defined in federal, state or local laws; the status or effect of present zoning of platting, if any, of the Demise Premises; or regarding the past or present compliance of Landlord with laws and regulations pertaining to health, safety, design, construction, accessibility, land use, environmental matters, pollution, or any laws pertaining to the handling, generating, treating, storage, transporting or disposing of hazardous substances.

7. Signage

Landlord agrees to install signage as legally permissible on CA City Blvd to provide direction to the Property within thirty (30) days of the Commencement Date and to maintain such signage during the Lease Term. Tenant must not, without Landlord's prior written consent, (a) make any changes to the building front; (b) install any exterior signs, windows, or door lettering, placards, or advertising media of any type, lighting, decorations, paintings, awnings, canopies, or the like; or (c) erect or install any interior signs; window or door lettering, placards, decorations, or advertising media of any type within six feet of any exterior window, or wall. All signs, lettering, placards, banners, portable signs, decorations, and advertising media must conform in all respects to the sign criteria established by Landlord for the Property from time to time in the exercise of its sole discretion. All signage is subject to Landlord's requirements as to construction, method of attachment, size, shape, height, lighting, color, and general appearance. Tenant must keep all signs in good condition and in proper operating order at all times.

8. Use of Premises

The premises shall be used for an urgent care facility and no other use unless approved in writing by Landlord.

- (a) **Manner of Use.** Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of other tenants of Landlord, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for Tenant's occupancy of the Property and shall promptly take all actions necessary to

comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Property, including the Occupational Safety and Health Act.

- (b) **Regulatory Matters.** Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state, and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other.
- (c) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of 90 days to modify the terms of this Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, either Landlord or Tenant may immediately terminate this Agreement by giving written notice to the other party.
- (d) For purposes of this Section of this Lease, "protected health information", or PHI, shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Tenant agrees to reasonably safeguard PHI from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord, its subcontractors and agents. The parties agree that neither the Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its, contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. The parties agree that the foregoing does not create, and is not intended to create, a

"business associate" relationship between the parties as that term is defined by the Privacy Standards.

- (e) **Hazardous Materials.** As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds, and other chemical products, asbestos, PCBs, and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, or disposed of in or about Property by Tenant, its agents, employees, contractors, subTenants, or invitees without prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonable determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the Property.
- (f) Tenant must not, without Landlord's prior written consent, keep anything within the Property or use the Property for any purpose which creates a risk of toxic or otherwise hazardous substances or which increases the insurance premium cost or invalidates any insurance policy carried on the Property or other parts of the Property. Tenant must comply with all regulations and requirements of applicable health and safety authorities for the disposal of medical wastes. Tenant must arrange for regular and frequent disposal of such medical wastes. All property kept, stored or maintained within the Property by Tenant is at Tenant's sole risk. Tenant indemnifies Landlord and holds Landlord harmless from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action (including, but not limited to, all attorneys' fees and expenses) arising out of or relating to, directly or indirectly, any violation or alleged violation by Tenant of any law, rule or regulation relating to the Property ("Environmental Laws"), now existing or later arising, except for violations of Environmental Laws caused by Landlord. This indemnification survives the expiration or termination of this Lease. Tenant must immediately notify Landlord if Tenant suspects, discovers or receives notice of any violation of Environmental Laws, and agrees to cooperate with Landlord in identifying and investigating any such violation or suspected violation. Tenant further agrees to abide by the terms of any and all protocols, procedures and agreements of which Landlord gives Tenant written notice and which address

the detection, management or remediation of environmental or health hazards at the Property.

- (g) Tenant must comply with all regulations and requirements of applicable health and safety authorities for the disposal of medical waste. Tenant must arrange for regular and frequent disposal of such medical waste.
- (h) Tenant is responsible for keeping the Property secure and to make expenditures sufficient to provide security of the Property generally in keeping with security measures of similar leased property within the same geographical area as the Property. TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SECURITY OF THE DEMISED PREMISES OR THE MANNER OR ADEQUACY OF SECURITY SERVICES TO BE PROVIDED BY TENANT.
- (i) **Indemnity.** Tenant shall defend and indemnify Landlord against and hold Landlord harmless from any and all costs, claims, or liability arising from: (a) Tenant's use of the Premises; (b) any breach or default in the performance of Tenant's obligations under this Lease; (c) any misrepresentation or breach of warranty by Tenant under this Lease; (d) use, storage, release or spill of any Hazardous Substances, or (ed) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim, or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election. Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord , except for any claim arising out of Landlord's gross negligence or willful misconduct. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors, and invitees.

Landlord shall defend and indemnify Tenant against and hold Tenant harmless from any and all costs, claims, or liability arising from: (a) Landlord's entry onto the Premises; (b) any breach or default in the performance of Landlord's obligations under this Lease; (c) any misrepresentation or breach of warranty by Landlord under this Lease; or (d) other acts or omissions of Landlord. Landlord shall defend Tenant against any such cost, claim, or liability at Landlord's expense with counsel reasonably acceptable to Tenant or, at Tenant's election. Landlord shall reimburse Tenant for any legal fees or costs incurred by Tenant in connection with any such claim except for any claim arising out of Tenant's gross negligence or willful misconduct. As used in this Section, the term "Landlord" shall include Landlord's employees, agents, contractors, and invitees.

- (j) **Landlord's Access.** Landlord or its agents may enter the Property at all reasonable times to show the Property to potential buyers, investors or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous materials; or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry, except in the case of an emergency.
- (k) **Quiet Possession.** If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.
- (l) **Construction by Tenant.** Tenant may, at any time during the Lease Term, erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the premises, and correct and change the contour of the premises, subject to the following:
- a. Tenant bears the cost of any such work.
 - b. The Property must at all times be kept free of all mechanic's and material men's liens.
 - c. Landlord must be notified of the time for beginning and the general nature of any such work, other than routine maintenance of the existing building or improvements, at the time the work begins. The conditions of Paragraph g. of this Section 8., concerning Landlord's approval of plans, must be followed.
 - d. Landlord must make reasonable efforts to cooperate with Tenant concerning easements, dedications, zoning, and restrictions of the Property; provided, however, that Tenant shall exclusively bear the costs and expenses incurred by Landlord in taking such actions or providing such cooperation.
 - e. The following rules govern Landlord's approval of construction additions, and alterations of the building or other improvements on the Property:
 - i. **Written Approval Required.** No building or improvement may be constructed on the Property unless the plans, specifications, and proposed location of the building or other improvement has received Landlord's written approval and the building or other improvement complies with the approved plans and specifications and proposed location. No material addition to or alteration of any building or structure erected on the Property may be begun until plans and specifications covering the exterior of the proposed

addition or alteration have been first submitted to and approved by Landlord.

- ii. Submission of Plans. Tenant must, at its own expense, engage a licensed architect or engineer to prepare plans and specifications for constructing a medical professional building and surgical center or additions or alterations to buildings that require Landlord's approval under Subparagraph 1 above. Tenant must submit [number of copies] copies of detailed working drawings, plans, and specifications for construction or alterations to buildings or improvements for any such projects for Landlord's approval before the project begins.
- iii. Landlord's Approval. Landlord will promptly review and approve all plans submitted under Subparagraph g. above or note in writing any required changes that must be made to plans. Any required changes must be made and resubmitted to Landlord.
- iv. Effect of Approval. Landlord's approval of any plans applies only to the conformity of the plans to the general architectural or engineering design, and Landlord, by approving the plans and specifications, assumes no liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications.
- v. Any buildings, improvements, additions, alterations, and fixtures constructed, placed or maintained on the Property during the Lease Term are considered part of the real property of the Property and must remain on the Property and become the property of Landlord when this Lease terminates. Further, all plans and specifications for constructing a medical professional building and surgical center or additions or alterations to a building (including detailed working drawings, plans, and specifications for construction and or alterations to buildings or improvements) prepared at the direction of Tenant for the Property shall be the property of Landlord.
- vi. All construction work done by Tenant within the Property must be performed in a good and workmanlike manner and in compliance with all governmental requirements. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability, or damage resulting from such work, and Tenant, if requested by Landlord, shall furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage.
- vii. If Tenant uses a general contractor to perform construction work within the Property, prior to the commencement of such work Tenant must require such general contractor to execute and record a Bond to Pay Claims (the "Bond") in accordance with [citation of statute], as such may be amended, superseded or replaced from time to time, and must deliver a copy of the recorded Bond to Landlord. The delivery of the Bond within the time period set forth above is a condition precedent to Tenant's ability to enter on and begin its

construction work at the Property and, if applicable, to any reimbursement from Landlord for the cost of the construction work.

9. Conditions of Property

- (a) **Existing Conditions.** Tenant accepts the Property in its condition as of the executing of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto. If Landlord's Broker has provided a Property Information Sheet or other Disclosure Statement regarding the Property, a copy is attached as an exhibit to the Lease.
- (b) **Exemption of Landlord from Liability.** Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas, or rain; (b) the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures or any other cause; (c) conditions, arising in or about the Property or from other sources or places; or (d) any act or omission of any other tenant of Landlord. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this subsection shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.
- (c) **Condition upon Termination.** Upon the termination of the Lease, Tenant shall surrender the Property to Landlord in the same condition as received except for ordinary wear and tear which the Tenant was not otherwise obligated to remedy under any provisions of the Lease.
- (d) **Maintenance and Repair of Property.** At all times during the Lease Term, Tenant must keep and maintain all buildings and improvements in a good state of appearance and repair at Tenant's sole cost and expense. Tenant must keep the Property in good, clean, and habitable condition and must at its sole cost and expense keep the Property free of insects, rodents, vermin and other pests and make all needed repairs and replacements, including replacement of cracked or broken glass; except for repairs of plumbing and air conditioning that are necessary for the use of the premises for the purposes stated in Section One. Without limiting the coverage of the previous sentence, it is understood

that Tenant's responsibilities include the repair and replacement of all lighting, and other electrical, mechanical, and electromotive installation, equipment, and fixtures and also include all utility repairs in wiring, regardless of when or how the defect or other cause for repair or replacement occurred or became apparent. If any repairs required to be made by Tenant under this Lease are not made within sixty (60) days after written notice delivered to Tenant by Landlord or, in the case of a situation which by its nature requires an immediate response or a response in fewer than sixty days, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its business by reason of such repairs; and Tenant must pay to Landlord upon demand, as additional rent under this Lease, the cost of such repairs plus interest at the maximum contractual rate which could legally be charged in the event of a loan of such payment to Tenant, such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant.

10. Assignment

Tenant shall not assign this Lease or sublease the premises, or any right or privilege without Landlord's prior written consent. One consent by Landlord shall not be a consent to a subsequent assignment or sublease. Tenant's unauthorized assignment or sublease shall be void and shall terminate this Lease at Landlord's option. Tenant's interest in this Lease is not assignable by operation of law.

11. Defaults

(a) Tenant shall be in material default under this Lease:

- i. If Tenant abandons the Property or if Tenant's vacation of the Property results in the cancellation of any insurance required under this Lease and Agreement.
- ii. If Tenant fails to pay rent or any other charge when due;
- iii. If the Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

iv. If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in the Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located in the Property or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines any of the acts described in this subparagraph (d) is not a fault under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.

(b) **Remedies.** On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have;

- i. Terminate Tenant's right to possession of the Property by any lawful means.
- ii. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Property. In such event, Landlord shall be entitled to all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due.
- iii. Pursue any remedy now or hereafter available to Landlord under the laws or judicial decisions under the state in which the Property is located.

(c) **Cumulative Remedies.** Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

12. **Protection of Lenders**

(a) **Subordination.** Landlords shall have the right to subordinate this Lease to a deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which is acquiring a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenant's obligation under the Lease shall not be increased in any material way (the performance

of ministerial acts shall not be deemed material), and the Tenant shall not be deprived of its rights under this Lease. Tenant's right to quiet possession of the Property during the Lease term shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default.

- (b) **Attornment.** If Landlord's interest in the Property is acquired by any ground Landlord, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee or successor to Landlord's interest in the Property or recognize such transferee or successor as Landlord under this Lease.
- (c) **Estoppel Certificates.** Upon Landlord's written request, Tenant shall execute, acknowledge, and deliver to Landlord a written statement certifying: (i) the none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representation or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Property Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.
- (d) **Failure to Deliver Estoppel Certificates.** If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped for denying the truth of such facts.
- (e) **Tenant's Financial Condition.** Within ten (10) days after written request from Landlord such financial statements as Landlord reasonably requires for verification of the net worth of Tenant or any assignee, subtenant, guarantor, or Tenant. In addition, the Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as

of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in the Lease.

13. Insurance.

Tenant must, at its sole cost and expense, procure and maintain the insurance described below in accordance with the following requirements:

- (a) The minimum insurance coverages are as follows: Property insurance (the “Tenant's Property Insurance”) which covers: (a) the Property for damages to the Property in the amount of \$[dollar amount of property insurance] for comprehensive (property) damages; (b) all of Tenant's personal property in, on, at, or about the Property, including, but not limited to, Tenant's furniture, trade fixtures, equipment, inventory, and merchandise (collectively, “Tenant's Personal Property”); and (c) all improvements must be written on the broadest available “special form” policy form; must include an agreed-amount endorsement for no less than 100% of the full replacement cost of the Tenant's Personal Property (new, without deduction for depreciation), the Property and improvements to the Property; must be written in amounts of coverage that meet any coinsurance requirements of the policy or policies; must include vandalism and malicious mischief coverage and sprinkler coverage; and must name Landlord as an “insured as its interest may appear.”
- (b) Commercial general liability insurance (“Tenant's Liability Insurance”) written on an “occurrence” policy form, covering Bodily Injury, Property Damage, and Personal Injury (all as defined in SECTION FIFTEEN, Paragraph B, below), arising out of or relating, directly or indirectly, to Tenant's business operations, conduct, assumed liabilities, or use or occupancy of the Property. Tenant's Liability Insurance must include the broadest available form of contractual liability coverage. It is the intent of Landlord and Tenant that Tenant's contractual liability coverage will provide coverage to the maximum extent possible of Tenant's indemnification obligations under this Lease. The minimum acceptable limits for Tenant's Liability Insurance are \$[dollar amount of tenant's liability insurance per occurrence] per occurrence. Tenant must cause the District to be named as “additional insureds” by endorsement satisfactory in form and substance to Landlord.
- (c) Workers' Compensation Insurance and Employers' liability Insurance. The minimum acceptable limits for Workers' Compensation Insurance are as set forth in the applicable statutes of [name of state], and for the Employers' liability Insurance are \$[dollar amount of employers' liability insurance per accident] per each accident, \$[dollar amount of employers' liability insurance for disease per employee] disease per employee, and \$[dollar amount of employers' liability insurance for disease] disease policy limit. All such policies must contain waivers of subrogation in favor of Landlord.

- (d) At all times during which construction work is being performed by or on behalf of Tenant at the Property, Tenant must maintain “Builder's Risk” insurance, covering the full replacement value of all such work being performed, naming Landlord as an “insured as its interest may appear,” and being written in amounts of coverage that meet any coinsurance requirements of the policy or policies.
- (e) The insurance requirements set forth in Subparagraph 1 above are independent of Tenant's waiver, indemnification, and other obligations under this Lease and cannot be construed or interpreted in any way to restrict, limit, or modify Tenant's waiver, indemnifications and other obligations or to limit in any way Tenant's liability under this Lease. In addition to the requirements set forth in Subparagraph 1, each insurance company issuing one or more policies of insurance Tenant is required to carry under this SECTION FOURTEEN must have a rating of no less than A: VIII in the current Best's Insurance Guide or A: [number of rating] in the current Standard and Poor Insurance Solvency Review and must be admitted to engage in the business of insurance in [name of state]. The insurance Tenant is required to carry under this Lease must be primary insurance for all claims under such insurance and must provide that any insurance carried by the Landlord Parties is strictly excess, secondary, and noncontributing with any insurance carried by Tenant. The insurance Tenant is required to carry under this Lease must provide that it cannot be canceled, not renewed, or be subject to a change in coverage or limits of coverage except after [number of days] days' prior written notice to Landlord and Landlord's lenders. Tenant is permitted to provide its insurance through a blanket policy as long as Tenant, at Tenant's sole cost and expense, procures a “per location” endorsement or an equivalent reasonably acceptable to Landlord.
- (f) Tenant must deliver to Landlord adequate proof that Tenant is carrying the type and amount of insurance coverage required by this Lease before Tenant enters onto the Property and at any time (but no more than twice per year) upon request from Landlord. Additionally, Tenant must deliver to Landlord, no less than [number of days] days before the expiration date of any policy, adequate proof that Tenant has obtained renewal or replacement coverage for at least one year immediately following such expiration.

14. Arbitration and Waiver of Jury Trial.

If a dispute arises between the Parties it shall be resolved by arbitration conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect. Such arbitration shall be conducted at a location within Kern County, California agreeable to both Parties before three (3) arbitrators who shall be selected by mutual agreement of the Parties. If agreement is not reached on the selection of arbitrators within fifteen days, then each of the Parties shall select an arbitrator and the two (2) arbitrators so selected shall select a third. The provisions of the Commercial Arbitration Rules of

the American Arbitration Association shall apply and govern such arbitration except that the prevailing party shall be entitled to recover from the other party its attorney's fees and costs actually incurred in such amount as may be determined by the arbitrators.

15. Legal Costs

- (a) **Legal Proceedings.** If Tenant or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Nondefaulting Party") upon demand for any costs or expenses that the Nondefaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights, or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs.

16. Miscellaneous

- (a) **Compliance.** The parties hereto agree to comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and administrative orders having jurisdiction over the parties, property, or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans With Disability Act.
- (b) **Non-Discrimination.** Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.
- (c) **Landlord's Liability; Certain Duties** As used in this Lease, the term "Landlord" means only the current owner of the fee title to the Property or the leasehold estate under a ground lease of the Property at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid if such funds have not yet been applied under the terms of this Lease.

- i. Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground Landlord, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion.
- ii. Notwithstanding any term or provision herein to the contrary, the liability of Landlord for the performance of its duties and obligations under this Lease is limited to Landlord's interest in the Property, and neither the Landlord nor its employees, officers, or other principals shall have any personal liability under this Lease.

(d) **Severability.** A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

(e) **Interpretation.** The captions of the sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine, and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors, or others using the Property with Tenant's expressed or implied permission.

(f) **Incorporation of Prior Agreements; Modifications.** This Lease is the only agreement between the Parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

(g) **Notices.** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party. Notices to Tenant and Landlord shall be delivered to the address specified in above. Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage

prepaid, addressed to such person. Landlord's and Tenant's address for this purpose shall be:

Landlord: East Kern Health Care District
c/o General Manager
[address]
[city, state, zip]
[phone]

Tenant: [name]
[address]
[city, state, zip]
[phone]

- (h) **Waivers.** All waivers must be in writing and signed by the waiving party.
- (i) **Joint and Several Liability.** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.
- (j) **Force Majeure.** If Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, or other casualty, shortages of labor or material, government regulation or restriction, and weather conditions.
- (k) **Execution of Lease.** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.
- (l) **Survival.** All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.

(signature page following)

THE PARTIES HAVE CAUSED THIS LEASE AND AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below.

[NAME]
Executed By:

[NAME]
Executed By:

[name], [title]

[name], [title]

Attested By:

Secretary

Approved as to Form by:

District Counsel

**EKHCD Board Meeting
September 19, 2023**

To: All Directors

From: Director Karen Macedonio

Subject: Modernization of computer equipment and processes. Proposal from Golden Hills IT is designed to provide services that would be like having our own IT department.

.....

Background Summary:

Our current computers and software are obsolete and may not be correctly licensed. As a result, we are operating inefficiently and spending more time than needed on regular tasks.

Proposal: In an effort to get three (3) potential bids, we checked for local and nearby vendors. There is one in California City who did not return the phone calls asking about services, and two in Tehachapi, one did not return the phone calls asking about services, and one made an on-site visit to our offices to do minor repairs and make recommendations about what we could improve. We were referred to Golden Hills IT by Witts. Golden Hills IT currently does business in Ridgecrest, Mojave, Tehachapi, and California City.

Refreshing of the desktop computer and laptops is recommended. All computer pricing includes on-site pickup of old computers from EKHCD, data transfer in Tehachapi at the physical store, and installation in California City. (Done on a weekend, Friday to Monday)

Replace existing desktop and laptop	Add laptop for each Director	Add 3 staff individual use of office desktop and laptop
\$ 6,200.63 Hardware	\$ 12,882.35 Hardware (Additional \$ 6,681.72)	\$ 13,055.75 Hardware (Additional \$ 173.40)
\$ 913.30 Monthly fee	\$ 1,802.30 Monthly fee (Additional \$ 889.00)	\$ 1,975.70 Monthly fee (Additional \$ 173.40)
Note*: Monthly fee paid one month in advance		
Note**: Accident protection warranty is available at extra cost.		

Item	Cost
Desktop	\$1156.07
27" monitor	\$200.00

Laptop computer	(i5) \$1214.83
Prior Board decision to replace printer at cost up to \$1000.00	

MANAGED SERVICES WITH CORRESPONDING LICENSES:

All devices must be included to keep the entire system secure. EKHCD would be responsible for cost of parts and hardware. Contract length would be 36 months. Licenses are standard 12-month licenses paid monthly.

Premium Tier Endpoint includes:

- All in-store repair
- On-site or remote labor covered up to the pool limits as identified in contract. Time over contract pool limits is billed at discounted hourly rate.
- Security applications on all devices
- Secure EKHCD network
- Provide on-going preventative maintenance to keep systems up and running at all times.
- All data protected, monitors, and repaired in a timely manner in case of a breach.
- Backup of all computers, up to 1 TB of storage
- Microsoft Business Standard Email licenses with latest Microsoft Business apps
- E-Mail backup and security
- Password managers provided and configured
- Multifactor Authentication Services
- Helpdesk hours 8 to 5, Mon through Friday with after-hours emergency help available at a fee.
- Monthly site visit and travel time included.
- 24/7 SOC, IT professionals monitor entire infrastructure

MANAGED SERVICES NETWORK MANAGEMENT

Provides security, reliability, and consistency. Project work is charged as an additional labor rate Includes:

- Ability to quickly identify whether source of problem is internal or at the provider level (Frontier or Spectrum)
- E-mail management and support
- Onboarding fee (the equivalent of the first month’s fee) includes all labor and time to set up services

PER USER PRICING FOR ADDITIONAL USERS

Microsoft M365 Business Email.

- EKHCD has 10 email accounts – 2 main office, 3 staff and 5 Directors. All emails would be standardized under ekhcd.org (3 included in proposal and 7 additional)
- Standard Tier vs Premium Tier. Premium is included with all hardware, Standard Tier is for users without a company computer, but who need to log into their email.
- Standard Tier provides user security and productivity licenses, back up, spam filters and more.
- Standard Tier excludes software for the computer

Microsoft Business Basic Without Maintenance

- For users with email access only
- Excludes Microsoft Business Apps
- Compliant with all Microsoft licensing requirements
- Email archiving included with Premium Tier.

FULL MIGRATION OF EMAILS FROM CURRENT MAILBOXES TO MICROSOFT.

- A additional license fee for premium migration ensures Individual messages would still be accessible.

See full proposal for additional details.



979 W Valley Blvd Ste 2
Tehachapi
California
93561
United States

Prepared For

Karen Macedonio
East Kern Health Care District
9300 North Loop Boulevard
California City
CA, United States
93505

Prepared By

Daniel Burgess
Owner
Golden Hills IT

Phone: 661-750-8400
Email: daniel@goldenhillsit.com

Quote Information

Quote#	1027
Created	09/11/2023
Expires	09/26/2023

Phone: 213-445-5875

Email:
directormacedonio@ekhcd.org

Golden Hills IT is happy to provide on-going IT services to the East Kern Health Care District (EKHCD). We recently visited your facility and have developed a proposal that fits with your current needs. The first part of our proposal covers our Managed Services Offering, and the different options that would be Beneficial for EKHCD. The proposal then goes into the remaining e-mails, the migration fees, and the optional items we feel would be beneficial.

We aim to integrate and work with you, your employees, and your volunteers to become your IT department, and modernize your processes and equipment. We provide a whole suite of security applications on all of your devices, secure your network, and provide on-going preventative maintenance on your systems in order to keep you up an running at all times.

Currently you have 3 computers, a desktop and 2 laptops. We would provide fully managed services on these 3 devices. What this means is we would provide all of the IT management on these devices.

These devices would be covered under the **Premium Tier Managed Services - Per Endpoint line item**. This line item must include all computers in the organization to keep everything secure. So if computers are added in the future we would need to increase the quantity.

The Full list of services (and the corresponding Licenses) is included below the line item, but the basic is we provide preventative and on-going maintenance on these devices. If a device were to need repair all labor in store would be covered. Any remote or on-site labor would also be covered up to our labor pool limits. EKHCD

would still be responsible for any parts or hardware, and any project work not in this quote would be charged at a reduced labor rate.

We provide endpoint security and a 24/7 SOC. This means the data on your computer is protected by industry leading software, monitored, and repairs are quickly provided once any breach is found.

All the computers are backed up. So if data is lost for any reason we can recover it. Backup for this account includes 1TB of data. If this is exceeded the charge is \$5.00 per 250 GB additional data. It is unlikely your organization would hit this quota anytime soon.

Each of these computers includes a Microsoft Business Standard E-mail License, which includes all of the latest Microsoft Office Business Apps. E-mail backup and Security is also included in this price.

Password Managers are provided and configured to make sure that your passwords are safe and easy to use.

Multifactor Authentication services are included. This is required to properly secure devices from outside threats.

Our Helpdesk is available for any IT questions, big or small.

We also provide a once a month site visit that is included in this price. This gives us an opportunity to look over equipment in person and be available for staff to address issues in person. This site visit includes travel time, is for one half an hour on-site, and will be at no additional cost.

There are additional features included that can be seen in the line item description, But the major point is we aim to provide a service for these devices that is similar to having an IT department within your organization. One thing to note is we will be charging travel time anytime we have to be on-site. This can come out of your labor pool, and your labor pool was setup in a way to allow an hour of work with travel time included, but anything in excess would be charged at our labor rate.

The Next Line Item is **Managed Services Network Management**. This one goes hand in hand with the Endpoint Managed Services. It is all about security, Reliability, and consistency. We cannot control when Spectrum or Frontier go down, but we can set everything up to be sure it is their problem, not ours, and fix any problems that show up with our devices quickly.

We would be taking over your email management, and be your direct point of contact for E-mail support. So we charge a management fee under the **E-mail Management Fee 5-10 Accounts** line item. This is for the entire account, not per e-mail.

Our On-Boarding fee covers labor and time setting up all of your services. It is equal to your first months bill. There is no additional labor charged for setting up those services. Project work is separate, and there is some project work included later in this proposal. Additional labor is charged for that work.

The next section, **Per User Pricing for Additional Users/E-mails**, covers the additional e-mail only or user

accounts. EKHCD has a total of 10 e-mails included in their organization. We would standardize those under the <https://www.ekhcd.org/> domain name. 3 of these e-mails are covered under the 3 Endpoint tier above. The remaining 7 would need to have accounts set up.

The proposal covers our Microsoft M365 Business E-mail Offerings.

The **Standard Tier - Managed Services Per User** line item should only be used for individuals without a company computer that may need to log into a company computer. It covers all of the user security and productivity licenses of the Per Endpoint Line item, without all of the software for the computer. So users would have security, backup, spam filters, and much more. This is selectable and should be edited with the number of users you wish to have this tier.

The **[Estimate] Microsoft Business Basic Without Maintenance** line item is for e-mail only, No business apps like Word or Excel are included. These are great for users that only need access to their e-mails. This also provides you with the correct licensing so you are no longer in conflict with Microsoft's licensing requirements.

I have pre-selected this as the most economical option, but you can mix, and match between the two selections to get your desired number of e-mails covered.

In addition we can provide low cost archive licenses for the e-mails of staff members or directors who leave, but are required to keep all e-mails on file due to various regulations.

The **Migration Fee for E-mails that Require Migration** line item covers the labor and licensing requirements for software we use to migrate your mailboxes to Microsoft. This moves your individual messages over so they are still accessible. This is not required, but if you want access to your individual messages in your old e-mails you would need this. Select the number of e-mails you would intend to fully migrate in this manner, with the understanding that any e-mails not included would appear as new without any old messages in Microsoft.

Just to reiterate. For migration this is for the messages inside of an e-mail account, the individual e-mails. If you have e-mails you do not mind losing some messages to reduce this number. For the e-mails you do want to have their messages moved over to the new service, add those to the number. This includes the license fee for a premium tool we use to do the transfer.

The final section is for **Recommended Optional Add-Ons**. These are checked because we really do suggest them, but they are not required.

EasyDmarc helps with the deliverability of your e-mails, and the safety and trust in your e-mails. It helps make sure people who receive e-mails from you know they come from you, and prevents malicious people from spoofing your e-mail and pretending to be you. It does this through SPF, DMARC, and DKIM policies which communicate specific technical information with the receivers server before they get it.

BSN Breach Prevention - 1-10 users is user awareness training. It will send a weekly e-mail about security best

practices to your users, and occasionally send phishing campaigns so we can see who may need additional training.

M365 E-mail Backup Provides backup for the e-mails. So if an account were to be compromised or completely deleted, we would be able to backup those e-mails.

Proofpoint is e-mail security for your e-mails. It is an additional spam filter, and helps determine malicious e-mails before they get to you.

All of these combined services would provide you with professional IT at a fraction of the cost to hire an entire team directly. It will modernize you, protect yours and your clients data, and provide you with a lifeline for anything technology related.

Below are our services listed out by line item, and arranged how we are recommending them.

Computers and Networking Equipment

For the desktop computer refresh I have selected several options that would place you with current generation computers in the mid to high end range.

The bottom one on the list is the most inexpensive. It has a current generation i5 processor, 256gb SSD, and 8GB of RAM. This is more than enough for your needs.

The middle one is an upgrade in the amount of RAM, it has 16GB. This will make things a little faster, but you may not notice it.

The Top one also includes 16GB of ram, but the CPU is upgraded to an i7, and the SSD is double the size at 512GB. Again, It will be substantially faster, but the kind of work being performed will not be impacted by the increase in speed.

Choose one.

I chose a mid tier 27 inch monitor to go with the desktop

For the laptop computer refresh I included 2 models.

The bottom one is a current generation i5 processor with 16GB of RAM and a 512GB SSD. This is a 16 inch touchscreen model.

The only major upgrade for the top one is it is an i7 CPU.

Both of these will be more than enough for your uses.

Choose one for the 2 replacement laptops

All computers sold through us include data transfer for one device. So you would be able to provide 3 computers to use and we would transfer the data. We would set the computers up in our store in Tehachapi, and deliver and set the computers up when they are completed at your location.

I included a block of 4 hours of labor for the on-site portion of the computers. I would travel to California City on a Friday or Saturday Morning, and pick up the computers. I would then come back Sunday or Monday Morning to hook them up. That is what this labor covers. We do charge straight time for project work. So if more labor is incurred we would charge it in 15 minute increments. I do feel this block of labor is enough for the pick up and install though.

Under the networking section is hardware we require to secure your network and properly provide for remote management.

Our invoice is issued on the 15th of the month before it is due for services. All services are paid in advance. The Due date is the 1st of the month it is due. We prefer ACH details are kept on file and auto billed on the date the invoice is issued. Our standard agreement terms are for 36 months from the date of the first payment. It is also worth noting all microsoft products require a 1 year commitment. This is their requirement, not ours.

Managed Services Premium Tier
Fully Managed Services

Description	Price	Quantity	Amount
Premium Tier Managed Services - Per Endpoint	\$200.00	3	\$600.00
Managed Services Per Endpoint	Each		
Our managed services offering includes all aspects of your IT management.			
Endpoint Security			
24/7 SOC			
Endpoint Backup			
E-mails and user management			
E-mail backup and security			
Password Managers			
MFA			
Remote monitoring and management – we solve problems before they arise.			
Patch Management			
System Monitoring			
Mitigation			
Remote connection to endpoints at an additional price			
Managed Active Directory Managed SharePoint			
Warranty Management			
Remote Support			

Remote Helpdesk
Discounted labor rates/pools of labor.

Monthly Recurring

Managed Services Network Management

Provides management and monitoring of networks under the Standard plan.

\$200.00

1

\$200.00

Each

Monthly Recurring

E-mail Management Fee 5-10 Accounts.

Management fee for 5-10 e-mails

\$50.00

1

\$50.00

Each

Licensing and Regulatory Fees

Any fees we are charged will be passed on.

\$129.00

1

\$129.00

Each

On-Boarding Managed Services

On-Boarding Managed Services

\$1,091.00

1

\$1,091.00

Each

Per User Pricing for Additional Users/E-mails

Must have an option selected for each of the remaining 7 e-mails

Description

Price

Quantity

Amount

Monthly Recurring

Standard Tier - Managed Services Per User

E-mails and user management
E-mail backup and security
Password Managers
MFA
Remote connection to endpoints at an additional price
Remote Support
Remote Helpdesk
Basic AD setup

\$80.00

7

\$560.00

Each

No labor discounts available in the standard tier. No labor pools provided, any work is hourly at the remote or on-site rates. Upgrade to premium tier to obtain discounts on labor, labor pools, and much more!

Monthly Recurring

[Estimate] Microsoft Business Basic Without Maintenance

Estimate only

\$7.20

7

\$50.40

Each

Migration Fee for E-mails that Require Migration

Select the number of e-mails you want the data migrated for.

Description	Price	Quantity	Amount
<input checked="" type="checkbox"/> M365 E-mail Migration - w/BitTitan User Migration Bundle IMAP M365 E-mail Migration - w/BitTitan User Migration Bundle IMAP	\$100.00	10	\$1,000.00

Recommended Optional Add-Ons

These are recommended, but not required.

Description	Price	Quantity	Amount
<input checked="" type="checkbox"/> EasyDmarc security awareness services designed to help customers strengthen their overall security through a mix of security assessments, policies and procedures, training, the latest news on security.	\$50.00 Each	1	\$50.00
<input checked="" type="checkbox"/> BSN Breach Prevention - 1-10 users Security awareness services designed to help customers strengthen their overall security through a mix of security assessments, policies and procedures, training, the latest news on security.	\$35.70 Each	1	\$35.70
<input checked="" type="checkbox"/> [Estimate] M365 E-mail Backup	\$10.00 Each	7	\$70.00
<input checked="" type="checkbox"/> [Estimate] Proofpoint Essentials [Estimate] Proofpoint Essentials	\$5.00 Each	7	\$35.00

Desktop Replacement

Replacement Options for the Desktop

Description	Price	Quantity	Amount
<input type="radio"/> Lenovo ThinkCentre M70q Gen 4 12E30000US Desktop Computer - Intel Core i7 13th Gen i7-13700T - 512 GB M.2 PCI Express NVMe SSD Lenovo ThinkCentre M70q Gen 4 12E30000US Desktop Computer - Intel Core i7 13th Gen i7-13700T -	\$1,500.00 Each	1	\$1,500.00

512 GB M.2 PCI Express NVMe SSD - Intel Chip -
 Windows 11 Pro 64-bit - Intel UHD Graphics 770 - IEEE
 802.11ax



thumbnail



**Lenovo ThinkCentre M70q Gen 4 12E30001US
 Desktop Computer - Core i5 13th Gen i5-13400T
 Deca-core (10 Core) 1.30 GHz - 16 GB RAM DDR4
 SDRAM - 256 GB PCI Express NVMe 4.0 x4 SSD -
 Tiny - Black**

\$1,191.46

1

\$1,191.46

Each

Lenovo ThinkCentre M70q Gen 4 12E30001US
 Desktop Computer - Core i5 13th Gen i5-13400T Deca-
 core (10 Core) 1.30 GHz - 16 GB RAM DDR4 SDRAM -
 256 GB PCI Express NVMe 4.0 x4 SSD - Tiny - Black -
 Intel Q670 Chip - Windows 11 Pro - Intel UHD Graphics
 730 DDR4 SDRAM - English Keyboard - IEEE 802.11ax -
 90 W



**Lenovo ThinkCentre M70q Gen 4 12E30003US
 Desktop Computer - Intel Core i5 13th Gen i5-
 13400T - 8 GB RAM - 256 GB M.2 PCI Express
 NVMe x4 SSD**

\$1,156.07

1

\$1,156.07

Each

Lenovo ThinkCentre M70q Gen 4 12E30003US
 Desktop Computer - Intel Core i5 13th Gen i5-13400T -
 8 GB RAM - 256 GB M.2 PCI Express NVMe x4 SSD -
 Intel Chip - Windows 11 Pro 64-bit - Intel UHD
 Graphics 730 - IEEE 802.11ax



thumbnail



Monitor

Monitor for Desktop Computer

Description

Price

Quantity

Amount

Asus VA27EHF 27" Full HD Gaming LED Monitor - 16:9
 Asus VA27EHF 27" Full HD Gaming LED Monitor - 16:9 - 27"
 Class - In-plane Switching (IPS) Technology - WLED

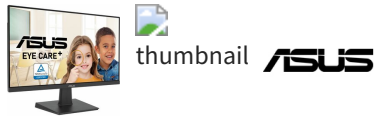
\$200.00

1

\$200.00

Each

Backlight - 1920 x 1080 - 16.7 Million Colors - Adaptive Sync
 - 250 Nit - 1 ms - 100 Hz Refresh Rate - HDMI



Laptop Replacement
 Replacement Options for the Laptops

Description	Price	Quantity	Amount
<input type="radio"/> Lenovo ThinkPad E16 Gen 1 21JN003XUS 16" Touchscreen Notebook - WUXGA - 1920 x 1200 - Intel Core i7 13th Gen i7-1355U Deca-core (10 Core) 1.70 GHz - 16 GB Total RAM - 8 GB On-board Memory - 512 GB SSD - Graphite Black Lenovo ThinkPad E16 Gen 1 21JN003XUS 16" Touchscreen Notebook - WUXGA - 1920 x 1200 - Intel Core i7 13th Gen i7-1355U Deca-core (10 Core) 1.70 GHz - 16 GB Total RAM - 8 GB On-board Memory - 512 GB SSD - Graphite Black - Intel Chip - Windows 11 Pro - Intel Iris Xe Graphics - In-plane Switching (IPS) Technology - English Keyboard - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard	<div style="border: 1px solid #ccc; padding: 2px; display: inline-block;">\$1,336.52</div> Each	<div style="border: 1px solid #ccc; padding: 2px; display: inline-block;">2</div>	\$2,673.04
<input checked="" type="radio"/> Lenovo ThinkPad E16 Gen 1 21JN0040US 16" Touchscreen Notebook - WUXGA - 1920 x 1200 - Intel Core i5 13th Gen i5-1335U Deca-core (10 Core) 1.30 GHz - 16 GB Total RAM - 8 GB On-board Memory - 512 GB SSD - Graphite Black Lenovo ThinkPad E16 Gen 1 21JN0040US 16" Touchscreen Notebook - WUXGA - 1920 x 1200 - Intel Core i5 13th Gen i5-1335U Deca-core (10 Core) 1.30 GHz - 16 GB Total RAM - 8 GB On-board Memory - 512 GB SSD - Graphite Black - Intel Chip - Windows 11 Pro - Intel Iris Xe Graphics - In-plane Switching (IPS) Technology - English Keyboard - Front Camera/Webcam - IEEE 802.11ax Wireless LAN Standard	<div style="border: 1px solid #ccc; padding: 2px; display: inline-block;">\$1,215.83</div> Each	<div style="border: 1px solid #ccc; padding: 2px; display: inline-block;">2</div>	\$2,431.66



thumbnail



Networking Equipment

Firewalls and AP

Description	Price	Quantity	Amount
Firewalla Gold Plus: 2.5G Cyber Security Firewall & Router Protecting Your Family and Business Firewalla Gold Plus: 2.5G Cyber Security Firewall & Router Protecting Your Family and Business (Ships Worldwide)	\$700.00 Each	1	\$700.00
Aruba Instant On AP22 802.11ax 1.66 Gbit/s Wireless Access Point Aruba Instant On AP22 802.11ax 1.66 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - PoE Ports - 10.10 W - Wall Mountable, Ceiling Mountable, Rail-mountable	\$200.00 Each	1	\$200.00



thumbnail



On-Site Labor for Computer Installation

Description	Price	Quantity	Amount
General IT - Onsite B2B Business to Business Rate for On-Site work	\$100.00	4	\$400.00

On-Time	\$7,307.73
Monthly	\$1,091.10
Tax	\$386.74
Total	\$8,785.57

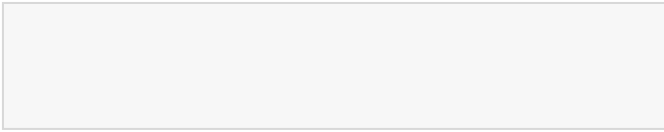
Commitment Term: 3 Years

On-Site Labor Pool: 2 hrs

Remote Labor Pool: 3 hrs

Reduced Labor Rate: \$100/hr

We hope you find this acceptable; if you have any queries please let us know. If you wish to proceed, please accept the quote. By signing below, you agree to our standard Terms & Conditions and/or Managed Services Agreement. We reserve the right to cancel orders arising from pricing or other errors.



(Karen Macedonio)

Name: Karen Macedonio

Date:

END OF DOCUMENT