



AGENDA

EAST KERN HEALTH CARE DISTRICT BOARD OF DIRECTORS

SPECIAL MEETING

8101 Bay Ave. CALIFORNIA CITY

*Serving all members of our community with integrity and vision
to build health and well-being.*

APRIL 19, 2022 5:00 pm, via Zoom only

Special Notice

Teleconference Accessibility

Pursuant to Executive Order N-29-20 issued by Governor Newsom in response to the COVID-19 outbreak and as a precaution to protect both staff, our constituents, and elected officials, the East Kern Health Care District will hold its board meeting via teleconference or the most rapid means of communication at the time. The public may participate in the teleconference by clicking on the link below:

<https://us02web.zoom.us/j/81544381187?pwd=Uk16bTZVendnSkdjblF0c3ppajZlNQT09>

Meeting ID: 815 4438 1187

Passcode: 455636

If you wish to access the meeting by telephone, please dial one of the numbers below, enter the meeting ID, and then press # (pound)

Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 646 558 8656 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Public comments may be made through teleconference when prompted by the President 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 +1 213 640 9335 US or email eastkernhealthcaredistrict@gmail.com

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL

Determination of Quorum

Director R. Foley
Director R. Macedonio
Director L. Patrick
Director L. Peralta
Chair K Macedonio

STAFF PRESENT:

Margaret Barragan - Office Manager
Penny Farris - Special Projects
Alex Lemieux - Attorney
Nicole Schenk - Technical Support

PUBLIC PRESENT:

4. APPROVAL OF AGENDA

Motion _____ **Seconded** _____

Action _____

5. PUBLIC COMMENTS FOR AGENDA ITEMS

6. CONSENT CALENDAR

6A: APPROVE WARRANTS:

- a) Debit card transactions
- b) Vendor Checks

Pages 6-7

6B: APPROVAL OF MINUTES AND REPORTS:

- a) Approve Regular Meeting Minutes from 4/05/22

Pages 8-11

APPROVAL OF CONSENT CALENDAR

Motion _____ Seconded _____

Action _____

7. DISTRICT UPDATES

7A. PRESIDENT’S COMMENTS

Pages 12-14

7B: STAFF UPDATES

Margaret Barragan - Office Manager

Penny Farris - Special Projects
Report: Cerro Coso Community College

Nicole Schenk - Tech Support
Director & Staff Bios

8. FACILITIES REPORT - R. MACEDONIO

9. CONTINUING BUSINESS

9A: WEBSITE REVIEW - BOARD AND STAFF BIOS

Motion _____ Seconded _____

Action _____

10. NEW BUSINESS

10A: FIRE DAMAGE

Motion _____ Seconded _____

Action _____

**10B: TERMINATION OF MONTH-TO-MONTH TENANT LEASE
8101 BAY AVE**

Motion _____ Seconded _____

Action _____

11. CALL FOR FUTURE AGENDA ITEMS:

- Director R. Foley
- Director R. Macedonio
- Director L. Patrick
- Director L. Peralta
- Chair K. Macedonio

12. BOARD MEMBER UPDATES:

- Director R. Foley
- Director R. Macedonio
- Director L. Patrick
- Director L. Peralta
- Chair K. Macedonio

13. ADJOURNMENT

Motion _____ Seconded _____

Action _____

Next Regular Meeting: 05/03/22

8101 Bay Ave. California City, CA (HYBRID)

“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: 4/16/22

Agenda Posted by: Karen Macedonio, President

DATE: April 19, 2022

VENDOR PAYMENT LIST

VENDOR	MEMO LINE	AMOUNT
CHECKS		
City of California City - Water	101730.03, 8101 Bay Ave, \$70.00 103347.01, 9300 N Loop, \$321.84	\$391.84
California Special Districts Association		
Digitech	14378, 4/15/2022, emergency service	\$231.14
Fire Ace	12353360, Urgent service, reset fire sprinkler system	\$2,916.90
Frontier	760-373-2804-102413-5	\$130.24
KJI Plumbing	KJ122-38369, 4/12/2022, 9300 N Loop	\$925.00
Mobile Modular		
Mojave Desert News	Employment Ad, 55514, 4/14/2022	\$27.00
Nigro & Nigro		
Olivarez Madruga Lemieux O'Neill		
Senior Citizen Association of California City	592302, March 21, 2022 January, 2022, \$250 February, 2022, \$250 March, 2022, \$250	\$750.00
Sharper Landscaping	6109, 04/01/2022	\$340.00
So Calif Edison	700487827592 9300 N Loop, \$302.94 8100 Aspen Mall, \$122.80 8100 Aspen Mall #B, 69.57	\$608.67



SUMMARY OF PROCEEDINGS
BOARD OF DIRECTORS - EAST KERN HEALTH CARE DISTRICT
8101 Bay Ave. CALIFORNIA CITY
Regular Meeting Minutes
April 5, 2022 5:00pm

NOTE: The vote is displayed in bold below each item. For example, Macedonio - Patrick denotes Director Macedonio made the motion and Director Parick seconded the motion.

1. **PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER : 5:00 pm**
3. **ROLL CALL**
Directors Present: R. Foley, R. Macedonio, L. Patrick, L. Peralta, K. Macedonio
All Directors present
STAFF PRESENT
Margaret Barragan - Office Manager
Penny Farris - Special Projects
Alex Lemieux - Attorney
Nicole Schenk - Tech Support
PUBLIC PRESENT
None
4. **APPROVAL OF AGENDA**
5 - 0
L. Peralta - R. Macedonio
Roll Call Vote:
R. Foley, R. Macedonio, L. Patrick, L. Peralta, K. Macedonio
5. **PUBLIC COMMENT FOR AGENDA ITEMS**
None

6. APPROVAL OF CONSENT CALENDAR

5-0

R. Foley - R. Macedonio

Roll Call Vote:

R. Foley, R. Macedonio, L. Patrick, L. Peralta, K. Macedonio

7. COMMITTEE REPORTS

7A. PRESIDENT'S COMMENTS

Gave comments re: Fire Chief completed Ultrasound Course and updates re: Ultrasound equipment being deployed in the field, gave feedback to L. Peralta re: possible newspaper (Mojave Desert News) article based on Ultrasound information.

7B. STAFF UPDATES

Margaret Barragan - Office Manager

Gave update re: Adobe, Microsoft, fireproof cabinet and files that might go in it (Rubi will give guidance for this topic), electronic vs. printed packets. using personal vehicles for EKHCD business, Computer purchase for office and media room.

Penny Farris - Special Projects

Gave update re: file history, Indexing schedule

Nicole Schenk - Tech Support

Gave update re: training manual and index, website updates, Director bios

8. FACILITIES REPORT - Director R. Macedonio

Gave update re: Arborists coming in early May, stated that contractor would give a quote for repairs at N. Loop

9. CONTINUING BUSINESS

9A: REPAIR AND IMPROVEMENTS AT 9300 N. LOOP

K. Macedonio gave comments and information re: West Point plumbing issues, repairs, condition of rooms, dimensions and features of rented spaces.

9B: WEBSITE REVIEW

Director Bio information requested to be in compliance with requirements of website according to SDLF.

9C: LUPUS AWARENESS WALK

(Discussion only-No action)

More information will be presented at upcoming meeting.

10. NEW BUSINESS

**10A: DISTRICTING REQUIREMENTS, LEGISLATIVE REPRESENTATIVES,
APRIL 1, 2020 CENSUS**

A. Lemieux gave information re: new district area and how it might affect EKHCD.

**10B: "GOOD GOVERNANCE" SDLF AND CSDA TRAININGS AND
REQUIREMENTS**

K. Macedonio proposed that the Board work on obtaining District of Distinction Certification from SDLF/CSDA.

5 - 0

R. Foley - L. Patrick

Roll Call Vote:

R. Foley, R. Macedonio, L. Patrick, L. Peralta, K. Macedonio

11. NON-ACTION ITEMS

8101 BAY AVE, BUILDING USE:

Community Cleanup - Storing 35 unused Sharps Containers

Cal City Police Dept. Storing 10 cots for preparedness of community disasters.

22 Covid home test kits, 2 tests per kit.

12. CALL FOR FUTURE AGENDA ITEMS

Director R. Foley

Item: Bridge for Hope to be added to Agenda for May 2 meeting.

Director R. Macedonio

None

Director L. Patrick

Lupus Walk-Will present more info at next meeting

Director L. Peralta

None

Chair K. Macedonio

SDLF/CSDA Certification/Training list

13.

BOARD MEMBER UPDATES:

Director R. Foley

Director R. Macedonio

Director L. Patrick

Director L. Peralta

Chair K. Macedonio

Gave updates re: landscaping, sign for the building and sign for the door.

14. ADJOURNMENT

5,0

R. Macedonio - L. Patrick

Action: R. Foley, R. Macedonio, L. Patrick, L. Peralta, K. Macedonio
(by un-objected unanimous consent)

Meeting Adjourned at 6:41 pm

Minutes adopted on: _____ / _____ / _____

Secretary's Signature: _____

President's Signature: _____

FIRE DAMAGE

Marie Stowers

From: Marie Stowers
Sent: Thursday, April 14, 2022 9:58 AM
To: Karen Macedonio (karen@binahunlimited.com)
Subject: List for your use

City of California City
List of Area Engineers

The City of California City is NOT recommending any of these individuals. We have not investigated them personally or professionally. We do not advocate the use of anyone on this list. There are other CEQA Consultants that you can find online.

Arrow Engineering
(661) 949-2525
42138 10th St W, Lancaster, CA 93534

Antelope Valley Engineering
(661) 948-0805
129 W Pondera St, Lancaster, CA 93534

Cornerstone Engineering Inc
(661) 325-9474
208 Oak St, Bakersfield, CA 93304

Duke Engineering
(661) 952-7918
44732 Yucca Ave, Lancaster, CA 93534

Thank you

Marie Stowers
Planning Exec Admin
CITY OF CALIFORNIA CITY
21000 Hacienda Blvd., California City, CA 93505
Direct 760-338-1377 / Email mstowers@californiacity-ca.gov



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Thank you for your patience during (COVID-19) crisis. We are currently open to the public Monday through Thursday 8:30am -5:30 pm and every other Friday 8:30am – 4:30pm.

SDLF Level UP Challenge

PRESIDENT'S Comments

In a time where proper fiscal management and responsibility in public agencies is paramount and the task of governing these agencies has become even more complex, regulated, and costly, it has become increasingly important to demonstrate to constituents that districts have sound fiscal management policies and practices in place among other areas of importance in district operations.

Are you up for the challenge and do you commit to completing the District of Distinction Application by November 30, 2022? *

Yes!

Name *

Karen Macedonio
First Last

District Name *

East Kern Health Care District

Email *

directormacedonio@ekhcd.org

Why is it important for your district to take the Level Up Challenge? *

As a health care district, part of our job is to ensure our residents have access to health care. In a rural environment, that is an ongoing challenge. The Cover-19 pandemic has brought a new level of awareness about how health care services can be delivered, as well as new ways to use technology to communicate with our residents. It is time for us to Level Up just to stay even.

How will you use the recognition to highlight your district's accomplishment to your customers, constituents, and/or other stakeholders? *

East Kern Health Care District can become much more of an influence in our community. Many of our residents have little if any knowledge of how government operates, and the operations of Special Districts is almost an unknown topic. The recognition of being a District of Distinction would help us to step into the spotlight of what can be, and tell residents what to expect of the government agencies set up to serve them.

Questions?

Contact Amber Phelen at 916.231.2939 or amberp@sdlf.org

East Kern Health Care, a Special District government agency, is seeking a highly motivated individual to fill a part-time staff position in our office. Will at the direction of the Board of Directors, and include receptionist duties, telephone support, and various administrative duties to ensure effective functioning of the District. Attendance at all District meetings will be required. Please email inquiries and letters of interest to pennyf@eckhd.org or mail to P O Box 2546, California City, CA 93504.

FIRE DAMAGE



Karen Macedonio <directormacedonio@ekhcd.org>

Bay Ave building

Jeremy Kosick <jkosick@calcityfire.us>
To: Karen Macedonio <directormacedonio@ekhcd.org>

Sun, Apr 10, 2022 at 11:27 AM

Good morning Karen,

I'm sorry the EKHCD has had to go through this. Fortunately, it seems the fire sprinkler system has done its job and kept the fire from spreading. According to my investigator, all preliminary evidence is pointing to an electrical problem in the north-east corner of the building that being used to store items. At this point the building is released back to you and may start cleanup as soon as you are ready, which I suggest due to the water damage. The building should be inspected thoroughly for more electrical issues, and also make it a priority to have the fire sprinkler system serviced and the fire extinguishers replaced or serviced prior to reopening. Let me know if you need any other information or if there is any way we can help in the process.

Best regards.

Sincerely,

Jeremy Kosick

Fire Chief /Fire Marshal
California City Fire Department
20890 Hacienda Blvd.
California City, CA 93505
jkosick@calcityfire.us
760-373-4841 Ext. 7347- Office
760-808-7546 - Cell



From: Karen Macedonio <directormacedonio@ekhcd.org>
Sent: Sunday, April 10, 2022 11:13 AM
To: Jeremy Kosick <jkosick@calcityfire.us>
Subject: Bay Ave building

EXTERNAL MESSAGE: Use caution when clicking links or attachments

[Quoted text hidden]



April 20, 2022

[REDACTED]

8101 Bay Avenue,
California City, CA 93505

EAST KERN HEALTH CARE DISTRICT

Notice of Termination of Month-to-Month Lease

8101 Bay Avenue, California City, CA 93505

Dear Mr. Rifenberg

Reference is made to the Lease Agreement dated August 13, 2013 (the "Lease") by and between East Kern Health Care District ("District") and [REDACTED] ("Tenant").

This letter shall serve as Notice of Termination of the Month-to-Month Lease ("Notice of Termination") that the District has exercised its right to terminate the Lease without cause.

Demand is hereby made to deliver to the District within thirty ("30") days following delivery of this notice possession of the premises, including returning all keys and removing any personal property. All terms of the Lease remain in effect until possession of the premises is delivered to the District. The District reserves the right to exercise all of its other rights under the Lease.

For purposes of this Notice of Termination, please direct your communications to the undersigned Office of the District Counsel: Aleshire and Wynder, LLP, 2659 Townsgate Road, Suite 226, Westlake Village, CA 91361; (805) 341-8784 or email at alemieux@awattorneys.com

Very truly yours,

ALESHIRE & WYNDER, LLP

Alex Lemieux

CC: Board President
Encl.: Lease Agreement

LEASE AGREEMENT

The Lease Agreement is made by East Kern Healthcare District ("District") and [REDACTED] ("Tenant") as of August 13, 2013.

1. Premises

The District hereby leases to Tenant approximately 500 square feet of office space, as more particularly described on Exhibit "A" attached hereto and incorporated herein, at 8101 Bay Avenue, California City, County of Kern, State of California (the "Premises")

2. Term

The term of this lease is month-to-month commencing September 01 2013 ("Commencement Date").

3. Rent

Tenant shall pay Rent in advance on the first day of each month beginning on the Commencement Date at District's address in Section 10, "Notice".

(a) "Rent" includes:

- (1) Base Rent in the amount of One Hundred and Fifty Dollars (\$150.00) per month. If the Commencement Date is other than the first day of the month Base Rent shall be prorated on a daily basis, based on a thirty day month.
- (2) Rent Interest if the Base Rent is not timely paid to District at the rate of 1.5 percent per month on the unpaid balance or portion thereof, until paid in full.
- (3) Amounts due under Section 6(b).

(b) Base Rent shall be adjusted annually (the "Adjustment Date") on the Commencement Date anniversary. Adjustments, if any, shall be based upon increases, if any, in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for Los Angeles/Riverside/Orange County Area ("Index"). The Index in publication three (3) months immediately before the commencement of the term of this Lease shall be the "Base Index." The Index in publication three (3) months immediately before the then Adjustment Date shall be the "Comparison Index." As of each Adjustment Date, the Rent payable during the ensuing twelve-month period shall be increased by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the Rent for the ensuing twelve-month period shall remain unchanged. When the Rent payable as of each Adjustment Date is determined, District shall promptly give Tenant written notice of such adjusted Rent and the manner in which it was computed. The adjusted Rent shall become the new "Rent."

4. Use

The premises shall be used by Tenant for office space only and for no other purpose unless approved in writing by the District.

5. Fixtures; Alterations

In accordance with California law and only upon prior written consent of District, Tenant may remove all equipment and personal property, but not fixtures, placed or installed in or upon premises by the Tenant or under its authority. Tenant shall return the premises to District in as good condition as when rented, ordinary wear and tear excepted. Tenant shall not make any alterations in or on the premises without first obtaining written consent of District.

6. Maintenance

(a) District shall keep in good repair and maintain the Premises, except Tenant shall keep in good repair and maintain at its own expense the interior walls, floors, lighting, and personal property and equipment of Tenant. Tenant shall be liable for all damage to the Premises caused by Tenant or its employees, contractors, invitees, guests, agents and/or representatives.

(b) Should Tenant fail, neglect or refuse to commence required repair or maintenance work within 30 days after written notice by District, or fail, neglect or refuse to pursue repair or maintenance work with reasonable diligence to completion, the District may perform, or cause to be performed, said repair or maintenance work and add the reasonable cost thereof to the installments of rent next due as charge to the Tenant.

7. Utilities

District shall pay for the following utilities electricity, gas, water and waste system or service.

8. Access

Tenant shall permit District and District's authorized agents free access to the Premises for inspection and making improvements or repairs.

9. Default

If Tenant defaults in the payment of Rent, District may terminate this lease upon three days' notice. For any other default, District may terminate this lease upon twenty days' written notice. District shall have such other remedies as provided by law including Civil Code section 1951.4. A notice under this section shall be in lieu of, and not in addition to, the notice provisions of Code of Civil Procedure section 1161

10. Notice

Notices desired or required to be given by this Lease may be given by certified mail or overnight mail or delivery, and delivered to the place designated below or otherwise designated by the party to receive such notice:

East Kern Healthcare District
8100 California City Blvd.
California City, CA 93505



11. Compliance

Tenant shall comply with all applicable laws, rules and regulations concerning the use of the Premises.

12. Indemnification

(a) Tenant shall hold District, its officers, agents and employees, free and harmless from liability, costs and damages, including attorney's fees, resulting from negligent and intentional acts or omissions to act, by Tenant, its officers, agents or employees, arising out of Tenant's occupancy of the Premises. Tenant shall release, defend, indemnify and save District harmless from and against any damage, liabilities, penalties and losses (including technical expenses, attorney's fees and costs) occasioned by, growing out of, or arising or resulting from Tenant's disposal or release of any hazardous substances, as the term is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or similar California law, and their accompanying regulations, in or on the premises and the cost for the cleanup, disposal,

excavation or other response or remedial action as required by law or by any governmental authority for any hazardous substances which Tenant releases or disposes in or on the Premises.

(b) To the fullest extent permitted by law, Tenant covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of persons, or damage to property of Tenant or any other person occurring from and after the Commencement Date of this Lease (or such earlier date if Tenant is given earlier access to the Premises), from any cause whatsoever related to the use, occupancy or employment of the Premises by Tenant or any person thereon or holding under Tenant or to any default by Tenant under this Lease, and Tenant shall indemnify, protect, defend and save Landlord harmless from all liability whatsoever on account of any real or alleged damage or injury and from liens, claims, damages, costs, expenses and demands related to the use of the Premises and its facilities, or any repairs, alterations or improvements which Tenant may make or cause to be made upon the Premises or arising from any default by Tenant under this Lease, but Tenant shall not be liable for damage or injury ultimately determined to be caused by the gross negligence or willful misconduct of Landlord or its designated agents, servants or employees. This obligation to indemnify shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities incurred by Landlord or its counsel from the first notice that any claim or demand is to be made or may be made.

13. Insurance

As of the Commencement Date and continuing during the Term, Tenant shall procure and maintain Commercial General Liability Insurance to protect against Bodily Injury and Property Damage, Products / Completed Operations, Personal & Advertising Injury, and Fire Legal Liability, for damages and accidents arising out of Tenant's occupancy and use of the Premises in a minimum amount of \$1,000,000.00 combined single limit for Bodily Injury and Property Damage each occurrence and \$3,000,000.00 in the aggregate. All policies of insurance provided for herein shall be issued by insurance companies with a financial rating acceptable to Landlord and which are qualified to do business in California. All such policies shall name Landlord, its directors, officers and employees as an additional named insured and shall be for the mutual and joint benefit and protection of Landlord and Tenant. Executed copies of the policies of insurance or certificates thereof shall be delivered to Landlord prior to Tenant, its agents or employees, entering the Premises for any purpose. Thereafter, executed copies of renewal policies or certificates shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each policy. All public liability, property damage and other casualty policies shall be written as primary policies and any insurance carried by Landlord shall not be contributing with such policies.

18. Taxes

Revenue and Taxation Code section 107, *et seq.*, impose a tax on possessory interests created in tax-exempt property. Tenant shall pay a possessory interest tax if the tax is assessed. Tenant shall also pay assessments levied by any public taxing jurisdiction arising out of the construction, reconstruction, maintenance or improvement of public improvements benefiting the premises.

19. Miscellaneous

(a) In a legal action or proceeding arising from this Lease Agreement the court shall award the prevailing party attorney fees, costs and expenses, including those incurred on appeal and in the collection of a judgment.

(b) No prior and contemporaneous conversations, negotiations, possible and alleged agreements concerning the subject matter hereof, other than those referred to herein, are merged herein. This is an integrated agreement. Any modification of this Lease must be agreed upon in writing by every Party to this Lease and their attorneys of record.

(c) If any provision of this Lease is determined to be invalid or unenforceable, the remaining provisions shall continue to operate to the extent possible.

(d) This Lease shall be construed in accordance with the laws of the State of California.

(e) This Lease is deemed to have been drafted by the Tenant and District.

(f) The parties executing this Lease represent they have appropriate authority.

IN WITNESS WHEREOF the parties hereto have executed this agreement or caused it to be executed, as of the day, month and year first written above.

EAST KERN HEALTHCARE DISTRICT

By [Signature]

Attest

By [Signature]

APPROVED AS TO FORM

Lemieux & O'Neill

By _____
District Counsel

~~_____~~

By [Signature]
(base rent revised to \$150.00/mo.)tsr

By _____
Tenant Counsel