



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.

August 16, 2022 5:00 pm (via Zoom only)

Participate in the teleconference by clicking on the link below:

<https://us02web.zoom.us/j/85403601443?pwd=bFF2KzVPT0hMZ1FqWld0KzFITlo0QT09>

Meeting ID: 854 0360 1443

Passcode: 190211

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

CALL TO ORDER

ROLL CALL

Director Rubi Foley

Director Richard Macedonio

Director LaMiya Patrick

Director Lois Peralta

Director Karen Macedonio, Chair

ADOPT AGENDA

Motion _____ Seconded _____

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

Cathleen Kiritz President and CEO of the Grantsmanship Center www.tcgi.com
45 minute presentation and 15 minutes for Q and A

*"A grant is not about money alone, because by itself, money doesn't protect battered families, help children to read, fill the plates of the hungry, clean polluted lakes, or open museum doors. **A grant is a tool - a means to an end.** A large grant to support an ill-conceived program can be a waste of money. A small grant to support a well-designed program can be tremendously effective. It's not about chasing dollars—it's about getting good results."*

CONSENT CALENDAR

CC1: Approve warrants

Pages 5 - 6

a. Approve vendor checks

b. Approve debit card transactions

c. Approval for membership at The Grantsmanship Center

The annual cost to reactivate Membership with The Grantsmanship Center is \$375. The benefits of the program include:

- One proposal review per membership period for alumni of the Grantsmanship
- Training Program, Essential Grant Skills , and Competing for Federal Grants
- Access to GrantStation
- Two free on-demand webinars
- Strategic Partner discounts
- \$50 off Essential Grant Skills training
- \$100 off the Grantsmanship Training Program, Competing for Federal Grants & Grant Management Essentials training
- 10% discount on publication

APPROVAL OF CONSENT CALENDAR

Motion _____ Seconded _____

Action _____

CONTINUING BUSINESS

CB1: 9300 N LOOP - UPDATES

Motion _____ Seconded _____

Action _____

CB2: 9350 N LOOP - SHADE COVER AND OUTSIDE PATIO DESIGN AS PRESENTED TO ADVENTIST HEALTH - JOSELITO LACSON, DESIGNER

Approve next step and costs

Pages 7-13

Motion _____ Seconded _____

Action _____

CB3: 8051/8101 BAY AVE. SCOPE OF WORK AND PROPOSALS FOR RESTORATION

Discussion and Direction

CB4: AD HOC COMMITTEE REPORT

Completed job description for staff - disband

Ad in MDN scheduled to run this week: *East Kern Health Care District is seeking a qualified part-time Administrative Manager. This individual will work independently, under the direction of the Five-Member Board of Directors, and will ensure the District is functioning properly. The position provides significant opportunity for an individual seeking a career as a General Manager and/or Board Secretary/Clerk. Ongoing training will be supported and included in the job description.*

Please submit your resume with cover letter to: directorfoley@ekhcd.org with a copy to eastkernhealthcaredistrict@gmail.com.

CB5: AD HOC COMMITTEE - DISTRICT OF DISTINCTION

Page 14

Status report

NEW BUSINESS

NB1: STAFF RESIGNATION

NB2: AD HOC COMMITTEE - ESTABLISH INTERVIEW COMMITTEE FOR STAFF

DISTRICT UPDATES

STAFF UPDATES

FACILITIES REPORT
Director R. Macedonio

FUTURE AGENDA ITEMS

DIRECTOR COMMENTS, AB 1234

ADJOURNMENT

Motion _____ Seconded _____

Action _____

Next Regular Meeting: 09/06/22, 5:00 PM (via Zoom only)

“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 and time Agenda posted:

Agenda posted by:

DATE: August 16, 2022

VENDOR PAYMENT LIST

VENDOR	MEMO LINE	AMOUNT
Aleshire & Wynder, LLP	August 2022, Billing through 7/31/22	\$1200.00
Barragan Construction Services		
City of California City – Water		
California Special Districts Association		
Classic Lock & Key		
Digitech	8/6/22, 10046, Repair Bay alarm (bill to be submitted to ATI)	\$125.00
Frontier	760-373-2804-102413-5, 7/28/22 to 8/27/22	\$177.38
Lacson, Joselito - Designer	2210, 7/27/22, Plan review and Scanning	\$800.00
Mobile Modular	7/28/22, Inv. 2307737	\$638.96
Mojave Desert News		
Nigro and Nigro		
Olivarez-Madruga Lemieux O'Neill		
Reliable Air Conditioning & Heating	8/1/2022, Inv. 20901	\$94.00
SDRMA – Workers' Comp		
SDRMA – Property/Liability		
Sharper Landscaping		
Senior Citizen's Association of California City		

Southern California Edison		
Southern California Gas Co		
Thugs to Bugs		
T Winn Maintenance		
The Moments Captured, LLC		
Waste Management		
Witts Office Furniture		
		6 CHECKS, \$ 3035.34 TOTAL

DRAFT

Engineering Services Agreement

August 9, 2022

Prepared For: Karen Macedonio

AL7 ENGINEERING, LLC (**Consultant**) is pleased to present this “**Proposal**” to **Karen Macedonio (Client)** to provide engineering design services for the property at **8101 Bay Ave. California City, CA. 93505**. Should terms and provisions described in this proposal satisfactory in its entirety, this shall be used as the agreement “**Contract**” between the involved parties. This contract shall be signed, scanned and sent to our office as the official record for this contract with the deposit as set forth in the payment schedule.

1.0 PROJECT DETAILS

Project Site: ~~8101 Bay Ave. California City, CA. 93505~~

Project Understanding: Provide Structural Plans and Calculations for a porch cover addition as per drawings sent on 8/8/2022.

Client(s): Karen Macedonio

Client Address (If Different From Above):

Phone Number: (213) 445-5875

EMAIL: directormacedonio@ekhcd.org

**Project site address is:
9350 N. Loop Blvd
California City, Ca 93505**

2.0 DESIGN PHASE DESCRIPTION OF SERVICES

Structural Design: As applicable, provide roof and framing plans, foundation plan, construction notes, and construction details.. If there is no soils report provided by the client at the start of the design process, the proposed foundation system (as applicable) will be designed per current California Building Code, and shall use a maximum soil bearing pressure of 1500 psf.

Structural Calculations: Provide structural analysis, which includes vertical and lateral forces, as required. Design standards shall reflect current local city/county and state building code.

Plan Check Corrections: Provide plan check corrections required by the city.

Not Included:

- Any Fees by the city, county, or local agencies required for submittal or final approval
- Any additional consulting services required by the city or county for plan completion
- Construction Phase Services such as structural observation, or site inspections

3.0 PAYMENT SCHEDULE

Based on the Description of Services in Section 2.0 of this contract, the total fixed fee for the service is **\$2,500**. This fee estimate is only valid within 30 days of agreement date. Any work outside of the above Description of Services, or any changes in the plans after owner approval shall be billed at a rate of \$150 per hour at 3 hours minimum.

Fee	Description
\$1,250	Retainer fee within 7 days of signed contract
\$1,250	Payment due upon completion of structural design, prior to first submittal.

4.0 ADDITIONAL FEES, AS REQUIRED

Fee	Description
\$500	Site Visit
\$150 per hour	Three-hour minimum fee for Structural Observations and Report. Fees include travel time from portal to portal. Payment for structural observation report must be paid on site <i>immediately</i> after the inspection.
\$150 per hour @ 3 hours minimum	Changes in scope of design authorized by the CLIENT after the start of working drawings. The change order fee shall be approved by the CLIENT prior to start of revision

5.0 GENERAL TERMS AND CONDITION:

5.1 GENERAL: The Client shall provide the CONSULTANT all information and documents necessary for the CONSULTANT to provide its services hereunder. The CONSULTANT shall be entitled to rely upon the accuracy and completeness of all such information and documents. Nothing in this CONTRACT shall create a contractual relationship with, duty to, or a cause of action in favor of any third party against the CONSULTANT or CLIENT. The parties waive any and all claims for consequential damages, incidental damages, economic damages, lost profits, and loss of use damages relating to this CONTRACT, any services provided by CONSULTANT or in relation to the project. The CONSULTANT may terminate this CONTRACT at any time for any reason, without liability to the CONSULTANT. Upon such termination, all outstanding amounts owed to the CONSULTANT shall be paid in full. Neither party may assign this CONTRACT without the express written consent of the other party.

5.2 BILLING: Payment is due on receipt of invoice and shall be paid within 7 days. Any objections to the billing must be made within (14) days, in writing, or those objections are waived. A service charge of 1.5% per month will be added to any invoice unpaid by CLIENT after 30 days. The CONSULTANT has the right to suspend its service and/or terminate this Agreement, without any liability to the CONSULTANT, if payment is not made when due. In the event the CONSULTANT must institute action to collect money owed under this CONTRACT, then the prevailing party shall be entitled to its reasonable attorney’s fees and expert witness fees and costs incurred therein.

5.3 LIMITATION OF LIABILITY: To the fullest extent permitted by law, and notwithstanding any other provisions of this CONTRACT or the existence of the current insurance coverage at the time of services, that the total liability arising out of or in any way related to this Agreement, CONSULTANT, or the project, from any theory or cause of action, including but not limited to negligence, strict liability, indemnity, breach of contract, shall not exceed the total compensation received by the CONSULTANT under this Agreement or amount covered by the current liability insurance, whichever is greater. Under no circumstances shall CONSULTANT be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the signed and approved plans and specifications. This limitation shall be inclusive of any and all attorney and expert fees and all costs incurred by the other party. Insurance. The CONSULTANT a professional liability insurance, and if the CLIENT directs the CONSULTANT to obtain increased insurance coverage, the CONSULTANT will take out such additional insurance, if obtainable, at the Client's expense.

5.4 WORK PRODUCT: The CONSULTANT will provide CLIENT and third parties at the direction of the CLIENT copies of any of CONSULTANT'S work product in electronic format with the understanding that any reuse of the work product by CLIENT or any third party is at their sole risk. CLIENT agrees to defend indemnify and hold the CONSULTANT harmless from any and all claims arising from the reuse of any of the work product.

5.5 CONSTRUCTION PHASE. If the CONSULTANT'S services include the preparation of documents to be used for construction and the CONSULTANT is not retained to make periodic site visits, the CLIENT assumes all responsibility for interpretation of the documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT in any way connected thereto. If the CONSULTANT provides construction phase services, the CONSULTANT shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall CONSULTANT have any authority or responsibility to stop or direct the work of any contractor. The CONSULTANT'S visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the CONSULTANT. CONSULTANT neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The CONSULTANT is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this CONTRACT. The CLIENT agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the CLIENT and the CONSULTANT for all claims and liability arising out of job site accidents; and that the CLIENT and the CONSULTANT shall be made additional insureds under the contractor's general liability insurance policy.

5.6 RIGHT OF TERMINATION

The CLIENT shall provide the CONSULTANT regular updates with the project status during the plan check phase. If the CLIENT does not send any updates with the project within a 6 month period, or if the project has not been submitted to the city/county for plan check within 6 months of submitted, the CONSULTANT may terminate this CONTRACT, without liability to the CONSULTANT.

5.7 CERTIFICATE OF MERIT

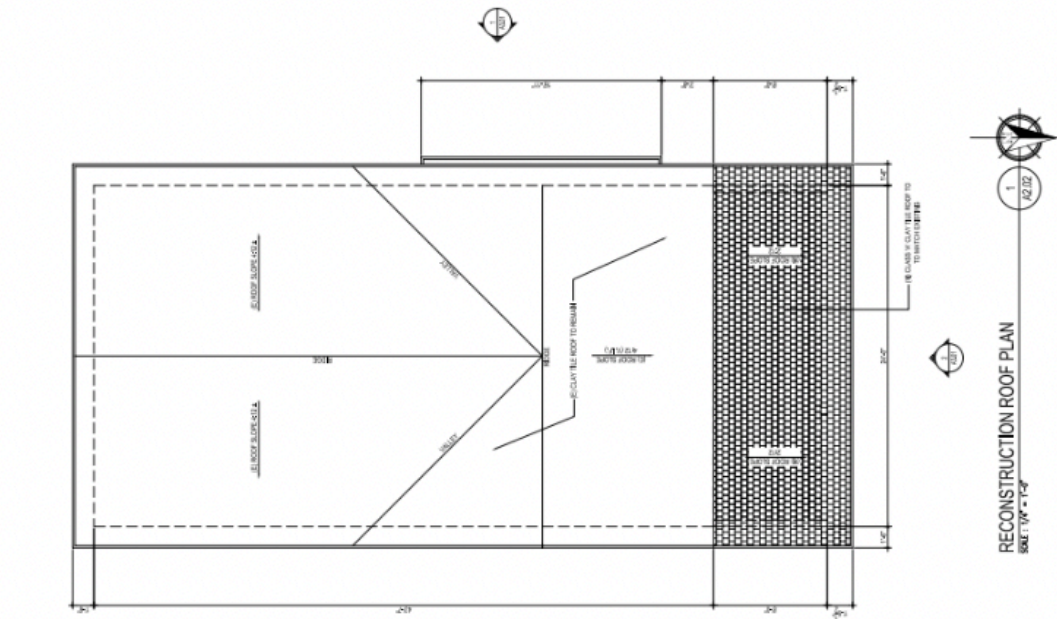
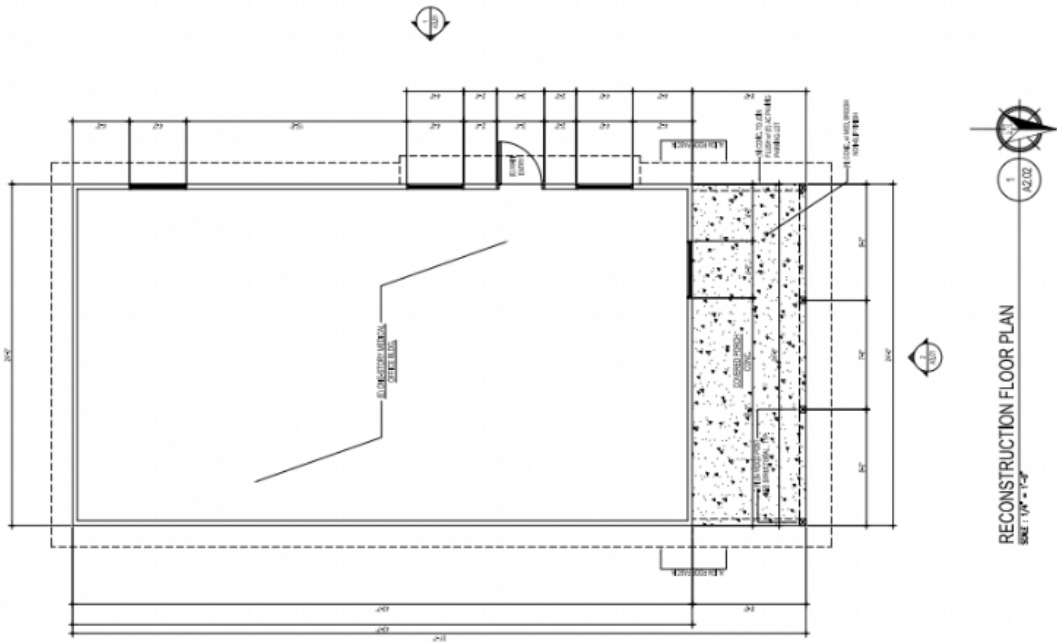
The Client shall make no claim for professional negligence, either directly or in the third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent professional currently practicing in the same discipline as the Engineer and licensed in the State of California. This certificate shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing services under similar circumstances and same vicinity; c) state, in complete detail, the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

By Authorizing below, means acceptance of this agreement in its entirety.

COVERED PORCH ADDITION
FOR EAST KERN HEALTH CARE DIST.
Location:
9350 N LOOP
CALIFORNIA, CA 93505

Job No. 1
Date: 1
Drawn: 1
Designed: J.L.
Checked:

JOSELITO M. LACSON
DESIGNER
(661) 261-0818
40532 POLO CT.
PALMDALE, CA. 93551





SHOWCASE YOUR DISTRICT'S COMMITMENT TO TRANSPARENCY

District Transparency Certificate of Excellence

Purpose

To promote transparency in the operations and governance of special districts to the public/constituents and provide special districts with an opportunity to showcase their efforts in transparency.

Duration

3 Years

Application Cost

FREE

Electronic filing is preferable.

info@sdlf.org

District Receives

- Certificate for display (covering 3 years)
- Press release template
- Recognition on the SDLF website
- Letter to legislators within the district's boundaries announcing the achievement
- Recognition in social media, and the CSDA eNews
- Window cling

Basic Requirements

Current Ethics Training for All Board Members *(Government Code Section 53235)*

- Provide names of board members and copies of training certificates along with date completed

Compliance with the Ralph M. Brown Act *(Government Code Section 54950 et. al)*

- Provide copy of current policy related to Brown Act compliance
- Provide copy of a current meeting agenda (including opportunity for public comment)

Adoption of Policy Related to Handling Public Records Act Requests

- Provide copy of current policy

Adoption of Reimbursement Policy, If District Provides Any Reimbursement of Actual and Necessary Expenses

(Government Code Section 53232.2 (b))

- Provide copy of current policy

Annual disclosure of board member or employee reimbursements for individual charges over \$100 for services or products. This information is to be made available for public inspection. "Individual charge" includes, but is not limited to: one meal, lodging for one day, or transportation. *(Government Code Section 53065.5)*

- Provide copy of the most recent document and how it is accessible.

Timely Filing of State Controller's Special Districts Financial Transactions Report -

Includes Compensation Disclosure. *(Government Code Section 53891)*

- Provide copy of most recent filing.

SDLF staff will verify that district is not listed on the State Controller's 'non-compliance list'

Conduct Audits As Required By Law *(Government Code Section 26909 and 12410.6)*

- Provide copy of most recent audit, management letter, and a description of how/where documents were made available to the public

Other Policies – Have Current Policies Addressing the Following Areas

Provide copies of each:

- Conflict of Interest
- Provide copies of Form 700 cover sheet for board members and general manager
- Code of Ethics/Values/Norms or Board Conduct
- Financial Reserves Policy