



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.*

MARCH 15, 2022 5:00 pm

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/81097986878?pwd=OU1nVkdxT0VrRUx0ZkFbjQ2eSsrdz09>

Meeting ID: 810 9798 6878

Passcode: 687680

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 +1 669 900 6833 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
- Director K Macedonio, Chair

STAFF PRESENT:

- Margaret Barragan - Office Manager
- Penny Farris - Special Projects
- Alexander Lemieux - District Counsel
- Nicole Schenk - Technical Support

PUBLIC PRESENT:

4. APPROVAL OF AGENDA

Motion: _____ Seconded: _____

Action: _____

5. PUBLIC COMMENTS FOR AGENDA ITEMS

6. PUBLIC PRESENTATION

Dr. Steven Goodwin, Turning West, Inc.
<https://www.turningwest.com/>

Page 5

7. CONSENT CALENDAR

7A: APPROVAL OF MINUTES FOR:

- REGULAR MEETING 12/07/21
- REGULAR MEETING 3/01/22

Pages 6 - 8
Pages 9 - 12

7B: WARRANTS, EFT, DEBIT CARD TRANSACTIONS, APPROVAL FOR CHECKS

Page 13

APPROVAL OF CONSENT CALENDAR

Motion: _____ Seconded: _____

Action: _____

8. NEW BUSINESS

Pages 14 - 20

NB1: PROFESSIONAL SERVICES AGREEMENT

Discussion and action: Approve professional services agreement retaining the firm of Aleshire and Wynder, LLP to provide legal representation to East Kern Health Care District

Motion: _____ **Seconded:** _____

Action: _____

9. COMMITTEE REPORTS:

9A: PRESIDENT’S COMMENTS

9B: STAFF UPDATES

Margaret Barragan - Office Manager
Information Requests, Records Retention

Page 21

Penny Farris - Special Projects
Records Retention Update

Pages 22 - 25

Nicole Schenk - Tech Support
Training & Office Procedures Manual in process

10. FACILITIES REPORT - R. MACEDONIO

11. DISCUSSION ITEMS

10A: AWARENESS WALK

Director L. Patrick will present information for an upcoming Awareness Walk

12. FUTURE AGENDA ITEMS

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

13. BOARD MEMBER UPDATES:

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

14. ADJOURNMENT

Motion: _____ **Seconded:** _____

Action: _____

Next Regular Meeting: April 5, 2022

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.”

Agenda posted: 6:00 PM 3/11 2022 By Karen Macedonio, President

BIOGRAPHY

REV. DR. STEVEN GOODWIN



The Rev. Dr. Steven Goodwin – Steven’s greatest desire is to facilitate personal and organizational transformation. A consummate learner, he brings a wealth of theoretical and practical insight to those he serves. He has the unique ability to translate first-order research into effective applications for his clients. Catalyzing his interpersonal skills and decades of experience, he builds trusted alliances to maximize human potential. Steven is passionate about helping others find their avenue to change the world. As a result, his clients successfully build an organizational vehicle which releases people to accomplish their dreams.

Steven is President and CEO of TurningWest, an international consulting firm specializing in Organization Development and Leadership consulting. Through more than 40 years as an effective leader and via his doctoral work in Organization Development and Leadership focused on turning around underperforming organizations, Steven has acquired specialized expertise in creating healthy organizations and stronger leaders. Steven marries the academic knowledge of Organization Development and Leadership to the experiential as evidenced in his decades of nonprofit executive leadership as well as in the founding of two social service organizations and one non-profit sports organization. He has been a consultant to organizations as diverse as the Los Angeles County Department of Mental Health, First 5 LA, universities, media companies, foundations, both for-profit and non-profit organizations, and agribusinesses.

Steven has written numerous books and journal articles. He is currently writing a book with the working title “Realigning Culture: Creating Lasting Organizational Transformation.” He has the ability to both write and to bring insights to life as an engaging speaker and teacher who has taught at both at the master’s and doctoral levels. He has spoken to audiences across the nation giving thousands of sermons, speeches, keynote presentations, and seminars. He is a member of the Organization Development Network (ODN) as well as the International Coach Federation (ICF). He is an ICF accredited executive coach with their ACC coaching credential.

Steven’s vision is to make this a better world through enabling organizations to reach their goals thus contributing to a more just and prosperous planet. He believes that more capable leaders make all the difference in improving the lives of our fellow humanity.

When not working, he is a mountain climber, backpacker, fly-fisherman and still loves to play pick-up basketball. Steven has been married to Lisa for 36 years and is the proud father of Johnny and Grace who are off on their own journey to change the world.



SUMMARY OF PROCEEDINGS

BOARD OF DIRECTORS - EAST KERN HEALTH CARE DISTRICT

8101 Bay Ave. CALIFORNIA CITY

Regular Meeting Minutes

December 07, 2021 5:00pm

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

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER : 5:02 pm

3. ROLL CALL

Directors Present: R. Foley, R. Macedonio, L. Peralta, K. Macedonio

4 Present

1 Absent - Patrick

STAFF PRESENT

Lynn Airhart - Office Manager

Alex Lemieux - District Counsel

PUBLIC PRESENT:

None

4. APPROVAL OF AGENDA

4 - 0, 1 Absent

R.Foley - L. Peralta

Action: R. Foley, R. Macedonio, L. Peralta, K. Macedonio

Absent: L. Patrick

5. NEW BUSINESS

NB1: EKHCD TO PARTNER WITH CA CITY FIRE DEPARTMENT

APPROVAL TO FUND 4 PIECES OF ULTRASOUND EQUIPMENT, IN THE AMOUNT OF \$11,518.52

4 - 0, 1 Absent

R. Macedonio - L. Peralta

Action: R. Foley, R. Macedonio, L. Peralta, K. Macedonio

Absent: L. Patrick

6. PUBLIC COMMENTS RELATED TO ITEMS ON THE AGENDA:

None

7. APPROVAL OF CONSENT CALENDAR

Items marked "Pending" were moved to a future meeting.
K. Macedonio mentioned there were some items missing.

4-0, 1 Absent

R. Macedonio - R. Foley

Action: R. Foley, R. Macedonio, L. Peralta, K. Macedonio

Absent: L. Patrick

8. NEW BUSINESS (CONTINUED)

**NB2: PUBLIC EMPLOYEE APPOINTMENT (GOVERNMENT. CODE 54957)
PUBLIC APPOINTMENT EMPLOYEE, SPECIAL PROJECT**

9. CLOSED SESSION:

Conference with labor negotiator (Government Code Section 54957.6)

Agency designated representative: Alex Lemieux

Unrepresented employee: Penny Farris

No action taken in closed session.

10. CONTINUED BUSINESS

CB1: STAFF MEMBER HOURS AND BENCHMARKS

K. Macedonio mentioned that Staff member Lynn Airhart's signature was needed on the final agreement.

K. Macedonio mentioned that no motion was needed for this item.

CB2: EKHCD MISSION AND VISION STATEMENT

Motion to table item until 12/21/21 meeting

4 - 0, 1 Absent

L. Peralta - R. Macedonio

Action: R. Foley, R. Macedonio, L. Peralta, K. Macedonio

Absent: L. Patrick

11. COMMENTS BY BOARD PRESIDENT

President K. Macedonio gave comments re: The need for greater computer proficiency, and developing skills, and that further training for staff was needed.

10. CALL FOR FUTURE AGENDA ITEMS

Director R. Foley

Mentioned various software issues, needs for software updates, etc.

Director R. Macedonio

Mentioned ongoing and upcoming maintenance and repair issues, and the future media room possibilities.

Director L. Patrick

None (Absent)

Director L. Peralta

Mentioned the need for a camera at the door, and a way for visitors to be seen.

Chair K. Macedonio

Mentioned that the pending items and items that were tabled, must be covered in an upcoming meeting, and in the minutes.

11. BOARD MEMBER UPDATES:

Director R. Foley

None

Director R. Macedonio

None

Director L. Patrick

None (Absent)

Director L. Peralta

None

Chair K. Macedonio

None

12. ADJOURNMENT

4-0, 1 Absent

R. Macedonio - L. Peralta

Action: R. Foley, R. Macedonio, L. Peralta, K. Macedonio

Absent: L. Patrick

Meeting Adjourned at 6:35 pm

Minutes adopted on: _____ / _____ / _____

Secretary's Signature: _____

President's Signature: _____



SUMMARY OF PROCEEDINGS
BOARD OF DIRECTORS - EAST KERN HEALTH CARE DISTRICT
8101 Bay Ave. CALIFORNIA CITY
Regular Meeting Minutes
March 1, 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 : 5:02 pm**
3. **ROLL CALL**
Directors Present: R. Foley, R. Macedonio, L. Peralta, K. Macedonio
4 Present
1 Absent - Patrick (Arrived 5:08pm)

STAFF PRESENT

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

PUBLIC PRESENT

Tim Reifenberg
Kyarra Harris from Mohave Desert News

4. **APPROVAL OF AGENDA**
4 - 0, 1 Absent
R.Foley - L. Peralta

Action: R. Foley, R. Macedonio, L. Peralta, K Macedonio
Absent: Director L. Patrick

5. **PUBLIC COMMENT FOR AGENDA ITEMS**

Tim Reifenberg commented briefly on Bridge for Hope.
Kyarra Harris from Mohave Desert News commented briefly on Bridge for Hope.

6. APPROVAL OF CONSENT CALENDAR

6A Only is included in Consent Calendar

K. Macedonio requested 6B, 6C, and 6D be brought back at an upcoming meeting

4-0, 1 Absent

L. Peralta - R. Foley

Action: R. Foley, R. Macedonio, L. Peralta, K. Macedonio

Absent: L. Patrick

7. COMMITTEE REPORTS

7A. PRESIDENT'S COMMENTS

7B. STAFF UPDATES

Penny Farris - Special Projects

Gave update re: records storage and storage of history files

Nicole Schenk - Tech Support

Gave update re: Minutes backlog, training manual

Margaret Barragan - Office Manager

Gave comments and report re: item 8A, Plumbing issue on N. Loop

7C. FACILITIES REPORT - Director R. Macedonio

Gave comments re: Tree trimming schedule, Electrical maintenance on N. Loop, Emergency lighting on Bay Ave (completed).

8. NEW BUSINESS

8A: POLICY AND PROCEDURES FOR EMERGENCY TENANT ISSUES, LEASE REQUIREMENTS, PLUMBING ISSUE ON N. LOOP

The Board discussed various aspects of the plumbing issue and the legal considerations. Further information from Alex Lemieux and the insurance adjuster is still pending.

8B: BRIDGE FOR HOPE

R. Foley gave information and opened discussion regarding Bridge For Hope.

K. Macedonio requested that the topic be brought back to a future meeting, with a plan and proposal for further discussion.

9. NON-ACTION ITEMS

8101 BAY AVE, BUILDING USE:

Community Cleanup - Storing 35 unused Sharps Containers and Cal City Police Dept.

Storing 10 cots for preparedness of community disasters.

Storing 30 Covid home test kits, 2 tests per kit.

K. Macedonio requested a count of the covid tests to verify the number we're storing, and that the tests needed to get out to the community.

10. CALL FOR FUTURE AGENDA ITEMS

Director R. Foley

Item: Bridge for Hope to be added to an upcoming agenda

Director R. Macedonio

None

Director L. Patrick

Item: Awareness walk to be added to an upcoming agenda

Director L. Peralta

None

Chair K. Macedonio

Item: FutureSearch. Steve from FutureSearch will give a presentation and a prepared proposal.

11. BOARD MEMBER UPDATES:

Director R. Foley

None

Director R. Macedonio

Gave comments re: Adding something for the kids at the central park, Balsitis park, like a skate park or water park

Director L. Patrick

Gave comments re: The upcoming activities from June 1st to June 19th, to celebrate and commemorate Juneteenth becoming a National holiday.

Director L. Peralta

None

Chair K. Macedonio

Gave comments re: coordinating volunteers with organizations who need them (parks and recreation was mentioned specifically).

12. ADJOURNMENT

5,0

R. Macedonio - L. Patrick

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

Meeting Adjourned at 5:50 pm

Minutes adopted on: _____ / _____ / _____

Secretary's Signature: _____

President's Signature: _____

DRAFT COPY

EKHCD VENDOR PAYMENT LIST March 15, 2022

VENDOR	MEMO LINE	AMOUNT
Barragan Construction	March 1, 2022 for January and February 2022 work	2410.01
City of California City	101730.03 \$84.40 Bay Ave 103347.01 \$488.32 N Loop	572.72
Digitech	14025 2/1/2022	42.99
Frontier	2/28/2022 102413-5	121.19
Mobile Modular		
Nigro and Nigro		
Reliable Air Conditioning and Heating	02-01-2022 20606	2553.41
Nicole Shenk	002 January 2022	960.00
Sharper Landscaping	6084 03-01-2022	340.00
SCE	9300 N Loop 8100 Aspen Mall 8100 Aspen Mall, B	
Southern California Gas	02-16-2022 117 812 8969 6	368.01
Streamline	Annual	
Thugs to Bugs	2/4/2022 0313 45.00 2/4/2022 0314 75.00 (with bait) 2/4/2022 0315 60.00 2/15/2022 1020 85.00	265.00
Waste Management	02/28/2022 3876352-4808-2	515.91
		9 CHECKS, TOTAL \$8149.24
PREPAID ITEMS		
T Winn Maintenance Paid 3/8/2022 Check #35845	2-01-2022 331162	200.00
		TOTAL INCLUDING PREPAID \$8349.24

PROFESSIONAL SERVICES AGREEMENT

This agreement (“Agreement”) is written to set out and confirm the retention of Aleshire & Wynder, LLP, a California limited liability partnership (“Law Firm”), to provide legal representation to the **EAST KERN HEALTH CARE DISTRICT** and its related entities (“Client” or “you”) in connection with certain legal services requested by Client as specified herein.

1. PURPOSE.

This Agreement sets forth the terms and conditions under which the Law Firm will provide legal services to Client, effective April 1, 2022 (“Effective Date”). In this regard, please know that California Business and Professions Code §6148 requires a written fee contract between attorneys and their clients to set forth the scope of the legal services which the attorneys have been retained to perform, and the fees which the attorneys will charge to perform those services. When executed by Law Firm and Client, this Agreement will satisfy the requirements of §6148.

2. CONSIDERATION AND BILLING.

(a) Transactional Services

Client retains Law Firm as its General Counsel to perform general legal services upon request. Law Firm shall advise Client on all transactional matters affecting the Client, including attending all regular meetings of the Board of Directors of the Client (“Board”); attending special meetings of the Board as requested; providing legal advice by telephone or in writing; preparing documents and attending other meetings as requested by the Board or General Manager of the Client. Law Firm shall submit a monthly invoice to Client for such transactional work. Client shall pay Law Firm a retainer sum of \$1,200.00 per month for transactional work in arrears during the month the invoice is tendered. Law Firm will not seek additional amounts for transactional services, regardless of the amount of time actually expended for such services.

(b) Litigation Services:

Client shall pay for litigation and formal administrative or other adjudicatory matters at the following hourly rates: \$375 for Partners; \$250 for Associate attorneys.

(c) Cost of Living Adjustment and Duty to Cooperate

The rates provided in this Agreement will be adjusted annually as measured by the Consumer Price Index for All Urban Consumers (“CPI-U”) for the geographic region known as Los Angeles-Long Beach-Anaheim. At the start of the Client’s fiscal year in July, 2023 and every July thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the CPI-U rounded up to the nearest dollar for the twelve (12) month period published for the most recent month of May and counting backwards as shown by the U.S. Department of Labor provided, however, that such adjustment shall not be lower than zero percent (0%) nor more

than five percent (5%). In addition to the automatic increase, either Law Firm or Client can initiate consideration of a further or alternative rate increase at any time.

Law Firm will report regularly and keep Client informed of significant developments in matters in which Law Firm is providing legal services. Client agrees to cooperate and keep Law Firm advised of information and developments pertaining to this engagement. Law Firm will provide Client a completed W-9 Form to facilitate tax reporting for payments made by Client to Law Firm under this Agreement. Client agrees to promptly pay the fees, costs and other sums incurred under this Agreement when due.

(d) Expense Reimbursement.

Law Firm also charges for various external costs such as copying (charge of twenty-five cents (\$.25) per page), telephone charges, computerized legal research, cost of producing and reproducing photographs, messenger services, travel, filing fees and other costs relating to retainer, transactional and litigation. Client will reimburse Law Firm for any paralegal or attorney's automobile mileage at the standard rate for business use as announced periodically by the Internal Revenue Service to and from Client's facilities, or other locations as Client business may require, from the paralegal or attorney's residence or office. Invoices for some costs are passed on directly, such as bills for certified shorthand reporters, technical consultants, and other professional fees. Client shall reimburse Law Firm for reasonable and necessary expenses incurred for third party services. Law Firm shall attempt to obtain Client's prior approval of expenses expected to exceed \$500.00.

(e) Invoices.

Payment is due within thirty (30) days of the date of each invoice. If you wish to question any charge, you agree to do so within twenty (20) days of the invoice date. Please contact the attorney in charge of your matter if you have any questions about any of your invoices.

(f) Claims.

In the event Law Firm, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Client for such damages or other claims solely arising out of or in connection with the work operation or activities of Client hereunder, Client agrees to pay to Law Firm, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

3. REPRESENTATION OF POTENTIALLY ADVERSE INTERESTS.

The California Rules of Professional Conduct, as promulgated by the California State Bar, require that an attorney receive informed written consent from a client prior to undertaking work where there is a potential for conflicts between existing or future clients (Rule 1.7). The Rules require Law Firm to obtain the affirmed written consent of current Clients and former Clients before Law Firm represents a Client with an adverse interest. Law Firm is not aware of any potential or actual conflict in connection with representation of Client. Client agrees to inform the

Law Firm of any conflicts which may arise after execution of this Agreement which Client believes would affect the representation of Client.

Law Firm may have current or future clients which may have interests adverse to Client or Client's related entities, and Law Firm reserves the right to represent such clients in matters not connected to the representation described herein. If a potential conflict of interest arises in Law Firm's representation of two clients, if such conflict is only speculative or minor, Law Firm may seek waivers from each client with regards to such representation. Should an actual conflict occur between Law Firm's clients and Client, Law Firm will attempt to resolve the conflict in a manner that protects its ability to continue concurrent representation of all Law Firm clients. However, that may not be possible or practical under the applicable ethical rules. By signing below, Client represents that it is fully informed regarding the potential conflict of interests between it and existing and future clients of Law Firm, and it waives all rights regarding such conflicts and consents to the Client's representation in this regard. However, if actual conflicts exist that are not waived or are unwaivable, Law Firm would withdraw from representing Client and assist Client in obtaining outside special counsel.

4. TERMINATION.

Client may discharge Law Firm by written notice effective when received by Law Firm. Unless specifically agreed, Law Firm will provide no further services and advance no further costs on Client's behalf after receipt of the written notice. Notwithstanding the discharge, Client will pay Law Firm reasonable fees for services provided and reimburse Law Firm for costs advanced prior to discharge.

Law Firm may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which the Rules permit such withdrawal include with Client's consent, or when Client's conduct renders it unreasonably difficult for Law Firm to carry out the employment effectively. Notwithstanding Law Firm's withdrawal, Client will pay Law Firm all reasonable fees for services provided, and reimburse Law Firm for costs advanced before the withdrawal.

5. DISCLAIMER OF GUARANTEE.

During the course of providing these services, Law Firm may express opinions or beliefs about the effectiveness of various courses of actions, but such expressions shall not be construed as promises or guarantees of any result or outcome. Client acknowledges Law Firm has made no promises about the result or outcome, and opinions offered by Law Firm do not constitute a guarantee of any result or outcome.

6. DISPUTES.

If a dispute between Client and Law Firm arises over fees or other amounts charged to Client for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code sections 6200 through 6206. The arbitrator or arbitration panel will have the authority to award to the prevailing party in such arbitration attorney's fees, costs and interest

incurred. Any arbitration award may be served by mail upon either side and personal service will not be required. Law Firm is entitled to represent itself on all legal matters and the actual time incurred by members of Law Firm at Law Firm's then current hourly rates as charged to Client for providing services under this Agreement, which rates are mutually deemed reasonable for collection or other purposes.

7. PROFESSIONAL LIABILITY INSURANCE COVERAGE.

The Law Firm maintains Professional Liability insurance coverage that would apply to the services to be rendered under this Agreement. The policy limits of Law Firm's errors and omissions insurance coverage are \$3,000,000.00 per claim with a \$3,000,000.00 per aggregate policy term.

8. COUNTERPARTS.

This Agreement may be executed in counterparts and by electronic signature. The parties will exchange signature pages. A complete agreement consists of the foregoing text and pages with signatures by both parties. Two original agreements will be prepared upon request.

9. WAIVER.

No waiver of a breach or provision of this Agreement shall constitute a waiver of any other breach or provision. The parties' failure to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

10. SEVERABILITY AND PARTIAL INVALIDITY

Should any part, term, portion, or provision of this Agreement be decided to conflict with any law of the United States or the State of California, or otherwise be determined to be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first place.

11. MODIFICATION / AMENDMENT

This Agreement may be amended at any time by formal written agreement signed by the authorized representatives of the parties.

12. INTEGRATION

By signing below, Client acknowledges that no oral representations, statements, or inducements, apart from this Agreement, have been made. This Agreement sets forth the entire understanding of the parties and will be governed by the laws of the State of California. The terms of this Agreement are not set by law but are the result of negotiation between the parties. Client has the right to consult with another attorney regarding this Agreement before signing it.

13. OWNERSHIP AND INSPECTION OF FILES

All files, pleadings, reports, exhibits, evidence, and other items generated or gathered in the course of providing services to Client under this Agreement are and shall remain the sole property of Client, and shall be returned to Client upon termination of this Agreement or when the matter is concluded, except that Client shall have no right to obtain Attorney work product (as defined by CCP Sec. 2018.010-2018.080) from Law Firm except as otherwise provided by law or to internal accounting records and other documents not reasonably necessary to Client's representation, subject to Law Firm's right to make copies of any files withdrawn by Client. Once Client's matter is concluded, Law Firm will close the file. The physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage, which will be charged to Client. Thus, Law Firm recommends that Client request the return of the file at the conclusion of the matter. Law Firm will otherwise retain and destroy the file consistent with the Client's records retention schedule. Law Firm will work with Client to provide or preserve any documents that may be subject to the California Public Records Act. The provisions of this paragraph shall continue to survive after termination of this Agreement.

14. NEGATION OF PARTNERSHIP / STATUS AS INDEPENDENT CONTRACTOR

In the performance of legal services under this Agreement, Law Firm shall be, and acknowledges that Law Firm is, in fact and under law, an independent contractor and not an agent or employee of the Client. Law Firm has and retains the right to exercise full supervision and control of the manner and methods of providing services to Client under this Agreement.

Law Firm retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting Law Firm in the provision of services under this Agreement. With respect to Law Firm's employees, Law Firm shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes (whether federal, state, or local), and compliance with any and all other laws regulating employment.

15. LAW FIRM REPRESENTATIONS / PERFORMANCE / CONFIDENTIALITY

Law Firm makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

(a) Law Firm has the expertise, support staff, and facilities necessary to provide the services described in this Agreement.

(b) Law Firm shall diligently provide such legal services as are necessary and assigned by Client in a timely and professional manner in accordance with the terms and conditions stated in this Agreement, will comply with all ethical duties, and will maintain the integrity of the attorney-client relationship. Law Firm shall have the sole discretion to assign or reassign individual attorneys to represent Client.

(c) Law Firm will preserve the attorney-client privilege and attorney work product. Law Firm will not disclose privileged materials or attorney work product except (1) as reasonably necessary to promote Client interests and (2) with the consent of Client.

16. GOVERNING LAW

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California.

17. NON-ASSIGNABILITY

Law Firm shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written approval of the City.

18. NOTICE

Any notices given pursuant to this Agreement shall be deemed received and effective when properly addressed, posted, and deposited in the US mail addressed to the respective parties as follows:

- (i) Notices to Client: East Kern Health Care District

P.O. Box 2546
California City, CA 93504
Attn: General Manager

- (ii) Notices to **Aleshire & Wynder, LLP**

18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
(949) 223-1180; Fax: (949) 223-1180
Attn: Managing Partner

Service of notice by personal service is deemed to be given as of the date of service. Notices by mail are deemed to have been given two (2) consecutive business days after deposit into the U.S. Postal Service. Either party may, from time to time, by written notice to the other, designate a different address or person to be substituted for that specified above.

19. INDEMNIFICATION

To the fullest extent permitted by law, Law Firm shall indemnify, defend, protect and hold harmless Client, its officials, officers, agents, employees and volunteers (collectively "Indemnities") from and against any loss, injury, damage, claim, lawsuit, judgment, expense, attorneys' fees, or any other cost arising out of or in any way related to the performance of services under this Agreement, to the extent caused in whole or in part by the negligent act or omission, recklessness or willful misconduct of Law Firm, any subcontractor of Law Firm, anyone directly

or indirectly employed by Law Firm or subcontractor of Law Firm except where such liability is caused by the sole negligence and willful misconduct of the City.

ALESHIRE & WYNDER, LLP

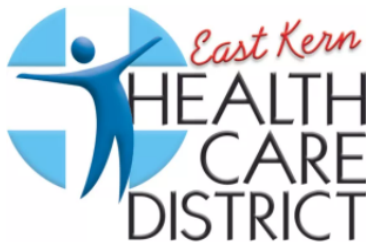
Dated: _____, 2022

By: _____
Colin Tanner, Partner

EAST KERN HEALTH CARE DISTRICT

Dated: _____, 2022

By: _____
Its: President



East Kern Health Care District

8101 Bay Avenue
 California City, CA 93505
 Phone: (760) 373-2804

PUBLIC RECORDS REQUEST FORM

ATTENTION REQUESTOR: To expedite your request for District records, please fill out this form completely. Identify specifically the type of record or document you are requesting, one record type per form. Requests should reasonably describe identifiable records prepared, owned, used, or retained by the District. Staff is available to assist you in identifying those records in the District's possession. The District is not required by law to create a new record or list from an existing record.

Please note that if you are requesting the opportunity to inspect records, the District must be given time to locate and review documents that are responsive to your request in order to comply with the provisions of the Public Records Act. Pursuant to Public Records Act Gov't Code 6250-6276.48, the District has 10 days to decide if records will be provided. In unusual cases, and with written notice, the District may give itself an additional 14 days. You will, therefore, be requested to make an appointment to return at a later date to view the documents requested.

A payment shall be made in the amount of \$0.20 per page or, in the case of blue line records, the amount charged shall be the actual cost charged by an outside blue line print company. A certified copy of such record shall require an additional payment of \$1.00. No charge will be imposed for research. A deposit may be required in an amount equal to the estimated fees for copying prior to receiving the record. By submission of this form I hereby agree to reimburse EKHCD for the direct cost of duplicating the requested records in accordance with Gov. Code Sec. 6253(b).

REQUESTOR INFORMATION

NAME: _____		DATE: _____	
COMPANY (if applicable): _____			
MAILING ADDRESS: _____			
CITY: _____		STATE: _____	ZIP CODE: _____
PHONE #: _____	Cell #: _____	FAX #: _____	
EMAIL: _____			

REQUESTED RECORD OR DOCUMENT

<input type="checkbox"/> PAPER COPIES	pick up	mailed	<input type="checkbox"/> EMAILED COPIES	<input type="checkbox"/> ELECTRONIC COPIES	<input type="checkbox"/>
RECORDS INSPECTION (in-person)		<input type="checkbox"/> OTHER _____			
NAME OF RECORD OR DOCUMENT: _____					
RECORD OR DOCUMENT DESCRIPTION: _____					

TIME PERIOD OF DOCUMENT REQUESTED: From: _____ To: _____					

I, the undersigned, request copies of the record or document indicated above and agree to pay, the East Kern Health Care District **20 cents per page and any additional fees as stated above.**

SIGNATURE: _____ **DATE:** _____

FOR OFFICE USE ONLY

Number of pages: _____ **Copy Fee \$** _____ **Other Costs \$** _____ **Total Charges \$** _____

Date Due: _____ **Date Citizen Notified:** _____ **Staff:** _____

RECORD SERIES	LEGAL RETENTION PERIOD
ADMINISTRATION	
Bids and Proposals	CL +2
Contracts/Agreements	
Correspondance	3
Formation Docs	Permanent
Kern Co Auditor/Controller	
Leases	
Maintenance	
Maps and Blue Prints	Permanent
Media Relations	CU + 2
Misc	
Monthly Bills	
Policies and Procedures	Active Until Revised
Public Notices	
Sec of State Filings	
Vendors	
Warranties	
BANKING	
Correspondance	
Deposits	4 yrs /7yrs
Merchant Acct	
Receipts	4 yrs /7yrs
Signature Authorization	
Statements	4 yrs /7yrs
Voided Checks	
BOARD OF DIRECTORS	
Agendas	
Board & Committee Meeting Minutes	
Ethics Code	
Ordinances	
Resolutions	
Policies & Procedures	
Staff Reports	CU +2 GC 34090
FINANCIAL	
Accounts Payable	
Annual Budget	4 yrs /7yrs

Audit	4 yrs /7yrs
Cash Disbursements	
Checks/Ledgers/Registers	4 yrs /7yrs
Correspondance	
Expense Report	4 yrs /7yrs
Fees/Receipts	4 yrs /7yrs
Grants	T +4
Loans	
Payroll	
Petty Cash	
Tax Returns	
Order to Draw Warrants	
Warrants	
HR	
Directors	
Employee Handbook	S +2 /GC 34090
Job Applications	
Job Descriptions	
Personnel Files	T +4 /GC 12946
Time Sheets	
Workers Comp Ins	
INSURANCE	
Certificates of Ins	
Ins Policies	
Memoranda of Coverage	
LEGAL	
Attorney Correspondance	
Claim Records	
Litigation	

NOTES		
For: unsuccessful bids or proposals		
General Public		
Includes: Cable,newspaper, radio, message boards, presentations		
Office equipment, Tenant,		
or until audited, whichever is first		
or until audited, whichever is first		
or until audited, whichever is first		
non agenda related, includes supporting documentation		
or until audited, whichever is first		

