



REGULAR 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".

December 06, 2022 5:00 pm (via Zoom only)

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

<https://us02web.zoom.us/j/82060247494?pwd=em5ZVVNnVi84OWxSRU11OGVndDEyUT09>

Meeting ID: 820 6024 7494

Passcode: 913373

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

ADOPT 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

CONSENT CALENDAR

CC1: Approve warrants

- A. Vendor Checks Page 5
- B. Debit Card transactions Page 6
- C. ACH Payments Page 7

CC2: Financial Reports

- A. November Rental Income Page 8
- B. November Payroll Report
- C. Bank Balances

CC3: Approval of Minutes

- A. Minutes from Special board meeting 11/15/22 Special Meeting Pages 9-12
- B. Minutes from Special board meeting 09/20/2022 (Pending)
- C. Minutes from Regular board meeting 09/06/2022 (Pending)
- D. Minutes from Special board meeting 08/16/2022 (Pending)
- E. Minutes from Regular board meeting 08/02/2022 (Pending)

CC4: Contract Approvals

- A. Joselito Lacson - 8101 Bay Ave Fire Damage Pages 13-14
- B. AL7 Engineering - 8101 Bay Ave Fire Damage Pages 15-19

CC5: Plan Check Fees - Outside patio and pathway, 9350 N. Loop

CC6: Continuing Resolution 12/01/22 - 12/31/22

Pages 20-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAST KERN HEALTH CARE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY N-25-20, DATED MARCH 12, 2020, AND N-29-20, DATED MARCH 17, 2020, AND N-35-20 AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE EAST KERN HEALTH CARE DISTRICT FOR THE PERIOD OF DECEMBER 1, 2022 TO DECEMBER 31, 2022 PURSUANT TO BROWN ACT PROVISIONS.

APPROVAL OF CONSENT CALENDAR

Motion _____ Second _____

Action _____

CONTINUING BUSINESS

Pages 22-23

CB1: APPROVAL OF DISTRICT ADMINISTRATOR CONTRACT - BJ Lindsay

Motion _____ Second _____

Action _____

CB2: MANDATORY TRAININGS

- A. Ethics
- B. Sexual Harassment

Motion _____ **Second** _____

Action _____

CB3: OPTIONAL TRAINING - Brown Act updates

Motion _____ **Second** _____

Action _____

CB4: ADMIN CODE UPDATE - CONFLICT OF INTEREST

Alex Lemieux

Motion _____ **Second** _____

Action _____

CB5: LEASE NEGOTIATIONS

9350 N. LOOP

CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code 54956.8

Property: 9350 N Loop Blvd, California City, CA 93505

District Negotiator: - Alex Lemieux, District Council

Negotiating parties: Adventist Health

Under negotiation: Lease Proposal

OPEN SESSION

Report out of Closed Session - Alex Lemieux, District Council

NEW BUSINESS

Pages 24-25

NB1: NOTICE OF REJECTION (NOR) INSURANCE CLAIM - 9300 N. LOOP

Motion _____ **Second** _____

Action _____

NB2: SWEARING-IN CEREMONY FOR NEWLY ELECTED DIRECTORS

Motion _____ Second _____

Action _____

NB3: PREPARATION FOR PUBLIC WORKS BID PROCESS

For work on outside patio at 9350 and pathway at 9300 N. Loop, Joselito Lacson

Motion _____ Second _____

Action _____

DISTRICT UPDATES

PRESIDENT’S COMMENTS

STAFF UPDATES

FUTURE AGENDA ITEMS

DIRECTOR COMMENTS, AB 1234

ADJOURNMENT

Motion _____ Second _____

Action _____

Next Regular Meeting: 1/03/23

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: 12/03/22 3:27 PM, Bay Ave
12/03/22 3:42 PM, N. Loop Blvd

Agenda posted by: Karen Macedonio, EKHCD Board President

DATE: December 6, 2022

VENDOR PAYMENT LIST

VENDOR	MEMO LINE	AMOUNT
Aleshire & Wynder, LLP	72590, 11/01 to 11/30/2022	\$1200.00
City of California City - Water	101730.03, 10/14 to 11/13/2022, \$70.00 103347.01, 10/14 to 11/13/2022, \$307.44	\$377.44
City of California City – Plan Check	9300- 9350 N Loop, Covered patio for 9350 and Pathway from front to rear of 9300 east side	\$2092.00 (not to exceed \$3000.00)
California Special Districts Association CSDA Member Services 1112 i Street, Suite 200 Sacramento, CA 95814	4929, Annual membership, \$1388.00 Sample Policy Handbook, \$225.00	\$1613.00
K.M.S. Kleaning and Maintenance/Keelee M Swindler	10/14/2022, 28, Review sewage blockage West Point.	\$150.00
Lacson, Joselito	11/27/2022, Completed design and plan check covered patio and pathway project up to beginning of bid process for Public Works contract	\$300.00
Nigro and Nigro	17209, 21/22 Progress billing audit	\$5000.00
Schenk, Nicole	009, August 2022, \$750.00 010, September 2022, \$880.00	\$1630.00
Senior Citizen’s Association of California City	11/15/2022, 592311 September 2022 \$250.00 October 2022, \$250.00	\$500.00
Southern California Gas Co	10/12 to 11/10/2022, 049 013 9910 7, credit balance (23.08) need to reconcile 157 960 3623 2, \$7.19 (need to reconcile)	\$7.19
T Winn Maintenance	11/01/2022, 0331172	\$200.00
Waste Management	11/1 to 11/30/2022, 3893729-4808-0	\$387.86
		12 CHECKS, \$13,457.49

EKHCD Board Approval 12/6/2022

DEBIT CARD		
Amazon	12/3/2022, 113-5711769-6543468 PUBLIC RECORDS self-inking stamp	\$14.99
CSDA Workshop	12/5/2022, SDLA Module 1 Governance Foundations Workshop 12/6-7/2022, Lindsay	\$175.00
		2 Charges
		Total \$189.99

AUTOMATIC DEBITS		
Google – G-Suite/Gmail	11/30/2022, 4615131344	\$60.00
T-Mobile	12/5/2022,	\$44.19
Zoom	11/25/2022, 114276325	\$14.99
		3 ACH
		TOTAL \$119.18

CC2-A

Rental invoices

EAST KERN HEALTH CARE DISTRICT Sales by Customer Detail December 1, 2022

	<u>Date</u>	<u>Transacti on Type</u>	<u>Num</u>	<u>Product/ Service</u>	<u>Memo/Description</u>	<u>Amount</u>
Adventist Health- Modular Unit	12/01/2022	Invoice	2016-1134	Rent due	2022 December Rent	738.97
Adventist Health-California City Clinic	12/01/2022	Invoice	2016-1135	Rent due	2022 December Rent	998.00
Bartz Altadonna Community Health Center	12/01/2022	Invoice	2016-1136	Rent due	2022 December Rent	1,250.00
T.J. Sri, M.D.	12/01/2022	Invoice	2016-1137	Rent due	2022 December Rent	1,600.00
Westpoint Physical Therapy	12/01/2022	Invoice	2016-1138	Rent due	2022 December Rent	900.00
TOTAL						\$ 5,486.97



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

SPECIAL MEETING MINUTES

NOVEMBER 15, 2022, 5:00pm

"Building health, well-being, and resiliency."

Agenda Posted on EKHCD.org: Nov 14, 3:35 PM

- 1. PLEDGE OF ALLEGIANCE**
- 2. INVOCATION (NOT GIVEN)**
- 3. CALL TO ORDER: 5:12 PM**
- 4. ROLL CALL**

DIRECTORS PRESENT:

Director R. Macedonio, Director L. Patrick, Chair K Macedonio

DIRECTORS ABSENT:

Director R. Foley
Director L. Peralta (Arrived 5:19 pm)

STAFF PRESENT:

Alex Lemieux - District Council
Nicole Schenk - Technical Support

PUBLIC PRESENT:

None

5. APPROVAL OF AGENDA

MOTION TO APPROVE THE AGENDA (5:06)

4 - 0, 2 Absent

R. Macedonio - L. Patrick

4 Ayes: Director R. Macedonio, Director L. Patrick, Director, Chair K. Macedonio

1 Absent: Director R. Foley, L. Peralta

6. PUBLIC COMMENT

None

7. APPROVAL OF CONSENT CALENDAR

CC1-A: Approve Warrants (Vendor Checks: \$4,871.89)

CC2-A: Approval of Minutes from 11/01/22

CC2-B: Approval of Minutes from 10/04/22

CC3: Property Appraisals, Review rental schedule (Discussion only)

CC4: K. Macedonio gave info re: Cannabis Policy Scorecard

MOTION TO APPROVE THE CONSENT CALENDAR (5:25)

4 - 0, 2 Absent

R. Macedonio - L. Patrick

4 Ayes: Director R. Macedonio, Director L. Patrick , Chair K. Macedonio

2 Absent: Director R. Foley, Director L. Peralta

8. CONTINUING BUSINESS (5:26 - 5:42)

CB1: CPR TRAINING - DIRECTOR L. PATRICK

Director L. Patrick gave info re: Fire Dept. and if they do CPR Training (they do not).
No Action taken.

CB2: ETHICS AND SEXUAL HARASSMENT TRAININGS

A. Lemieux gave info re: mandatory Trainings that might be due for some Directors. AB 1661 - Sexual Harassment Training AB 1234 - Ethics Both need to be refreshed every 2 years. More information about specific classes will be conveyed to K. Macedonio. No Action taken.

CB3-A: LIAISON REPORTS- DIRECTOR L. PERALTA

No Report

CB3-B: LIAISON REPORTS- DIRECTOR R. MACEDONIO

Macedonio-remarked that Joselito is out of the country but is sending updates, and inquiring about progress of work (remarked there have been issues). Tim Winn will continue with external maintenance at Bay Ave, and will go forward with tree stump removal at N. Loop, and the will allow further progress with other portions of the new landscaping.

CB4: CLOSED SESSION (5:42 - 6:37)

OPEN SESSION (6:37)

A. Lemieux: Report out of Closed Session:

“The Board met in closed session regarding item CS1: Conference with Real Property Negotiators (two properties), pursuant to Government Code 54956.8. The first property is 9350 N Loop Blvd., California City, CA 93505. District Negotiator is Alex Lemieux, District Counsel. Negotiating Party is Adventist Lease. Under negotiation: lease proposals as to terms. The second property is 8051/8101 Bay Avenue., California City, CA 93505. District Negotiator is Alex Lemieux, District Counsel. Negotiating Party is to be determined. Under negotiation: lease proposals as to terms. The Board took no action. This concludes counsel’s closed session report.”

9. NEW BUSINESS (6:38 - 6:56)

NB1: CONTINUING RESOLUTION

A. Lemieux gave remarks similar to last meeting re: changes in the law and what the options will be in case the state of emergency is allowed to expire in Feb 2023, and AB 361 is no longer in effect.

NB2: EAST KERN HEALTH CARE DISTRICT REVIEW OF CONFLICT OF INTEREST POLICY

A. Lemieux gave info, remarked that it was likely that no changes would need to be made to the current policy.

NB3: DEVELOP DESCRIPTIONS FOR DISTRICT STAFF AND OFFICIALS RESPONSIBILITIES AND TRAININGS

No action taken.

DISTRICT UPDATES (6:56 - 6:56)

PRESIDENT'S COMMENTS - Chair K. Macedonio

STAFF UPDATES - Nicole Schenk - Tech Support

None

CALL FOR FUTURE AGENDA ITEMS (6:57)

None

AB 1234: DIRECTOR COMMENTS (6:57 - 7:00)

Director R. Foley

Absent

Director R. Macedonio

None

Director L. Patrick

None

Director L. Peralta

None

Chair K. Macedonio

Went to the East Kern Economic Alliance Meeting

ADJOURNMENT (7:01)

MOTION TO ADJOURN

R. Macedonio - L. Peralta

4 - 0, 1 Absent

4 Ayes: Director R. Macedonio, Director L. Patrick , Director L. Peralta, Chair K. Macedonio

1 Absent: Director R. Foley

Meeting Adjourned at 7:01 PM

Minutes adopted on _____ / _____ / _____

Secretary's Signature _____

President's Signature _____

DRAFT COPY

CC4A

JOSELITO M. LACSON, Designer

11 October 2022

Ms. Karen Macedonio
Director – East Kern Health Care District
8101 Bay Ave.
California City, CA 93505

Attn Karen:

I am pleased to submit the proposal for the architectural design phase for the fire damage repair at 8101 Bay Ave. building located in California City, CA.

Please review scope of services and fees for this project:

Phase 2 – Architectural Plans

- Site Plan and Title Sheet
- Cal Green General Notes
- Demolition Plan
- Reconstruction Plan
- Partial Bldg. Elevation
- Partial Bldg. Section

Total fixed fee - \$5,000.00

SCOPE OF WORK:

1. Architectural plans required for Planning, Building and Safety and Fire department submittal for review and approval.
2. Plan check corrections required by Planning, Building and Safety and Fire department prior to issuance of building permit.

JOSELITO M. LACSON, Designer

PAYMENT SCHEDULE :

- \$ 2,500.00 – Retainer fee due upon approval of contract
- \$ 2,000.00 – Upon initial submittal of plans to Planning Dept. and Bldg. & Safety
- \$ 500.00 – Upon approval of plans from Planning Dept. and Bldg. & Safety

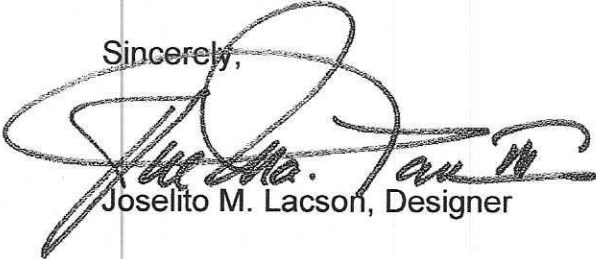
Fee is based on fire damage assessment during a site visit with property representatives on Oct. 8, 2020. A partial structural fire damage repair plan was also included by the building insurance company for reference and estimating purposes only and has not received Bldg. & Safety approval from California City.

All fees required to process plans with Bldg. & Safety and other agencies will be the responsibility of the client.

Payments are due within fifteen (15) days of invoice date. After thirty days, designer may suspend services under this contract until invoice is paid in full. Upon your approval, please return signed copy.

I look forward to doing business with you.

Sincerely,



Joselito M. Lacson, Designer

Accepted and acknowledged:

Client

Print and sign

CC4B

Engineering Services Agreement

October 10, 2022

Prepared For: Karen Macedonio

AL7 ENGINEERING, LLC (**Consultant**) is pleased to present this "**Proposal**" to **Karen Madedonio (Client)** to provide engineering design services for the property at **8051 - 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: 8051 - 8101 Bay Ave. California City, CA 93505

Project Understanding: Structural Repair Plans for Fire Damage on the northwestern portion of the building.

Client(s): Karen Madedonio

Client Address (If Different From Above): 9300 N Loop Blvd, California City, CA 93505

Phone Number: (213) 445-5875

EMAIL: directormacedonio@ekhcd.org

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 **\$5,000**. 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
\$2,500	Retainer fee within 7 days of signed contract
\$2,500	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.

RESOLUTION NO. 2022 - 1201

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAST KERN HEALTH CARE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY N-25-20, DATED MARCH 12, 2020, AND N-29-20, DATED MARCH 17, 2020, AND N-35-20 AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE EAST KERN HEALTH CARE DISTRICT FOR THE PERIOD OF DECEMBER 1, 2022 TO DECEMBER 31, 2022 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the EAST KERN HEALTH CARE DISTRICT is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of EAST KERN HEALTH CARE DISTRICT's legislative bodies are open and public, as required by the Ralph M. Brown Act, (CA Gov. Code 54950-54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code Section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code Section 53953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code Section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present eminent risk to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, proclaiming the existence of COVID-19, increases in Kern County and the State of California; and

WHEREAS, meeting in person would present eminent risk to health and safety of attendees; and

WHEREAS, the Board of Directors does hereby find that as COVID-19 cases are on the rise in Kern County has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of EAST KERN HEALTH CARE DISTRICT shall conduct their meetings without compliance without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as authorized by subdivision (e) of Section 54953, and that such legislative body shall comply with the requirements to provide the public with access to the meeting as prescribed in paragraph (2) of subdivision (e) of Section 54953; and

WHEREAS, the District continues to social distance via Zoom meetings, and other means of social distancing, nevertheless allowing unlimited Zoom access to meetings to the public.

SO NOW, THEREFORE, THE BOARD OF DIRECTORS OF EAST KERN HEALTH CARE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth are true and correct and are incorporated into the Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District and meeting in person would expose individuals to possible exposure of COVID-19 transmissions.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of November 1, 2021

Section 4. Remote Teleconference Meetings. The Board President, Karen Macedonio and legislative bodies of EAST KERN HEALTH CARE DISTRICT are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings with the Government Code Section 54953 (e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of DECEMBER 31, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code Section 54953 (e)(3) to extend the time during which the legislative bodies of EAST KERN HEALTH CARE DISTRICT may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Section 54953.

PASSED AND ADOPTED by the Board of Directors of EAST KERN HEALTH CARE DISTRICT, on this 6TH day of DECEMBER, 2022, by the following vote:

AYES:

NOS:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY that the foregoing Resolution is the Resolution of said District as duly passed and adopted by said BOARD OF DIRECTORS on this 6TH day of December, 2022.

WITNESS my hand and seal of said Board of Directors on this 6TH day of December, 2022.

Karen L. Macedonio, President

Rubi Foley, Board Secretary

EMPLOYMENT AGREEMENT

As of December 6, 2022, East Kern Health Care District (EKHCD), hereinafter “District”, and Barbara J. Lindsay, hereinafter “Part-Time Employee”, agree as follows:

1) Purpose and Scope.

This agreement establishes the terms of employment for the District to employ Barbara J. Lindsay to serve as EKHCD Administrative Manager. Part-Time Employee desires to accept employment as set forth herein.

2) Duties of the Administrative Manager.

Employee shall work part-time as Administrative Manager of the District to exercise the powers and perform the duties specified in the Local Health Care District Law and East Kern Health Care District Administrative Code. The Part-Time Employee may engage in other activities not conflicting with the full performance of the duties of Administrative Manager.

Duties will include, but may not be limited to:

- Attend all Board meetings
- Ensure all Board Agendas, Board Director Packets, and Board Minutes are prepared and posted as lawfully required
- Monitor and follow up in a timely manner on all Board direction given in a meeting
- Monitor and follow up on all incoming physical mail and email.
- Identify all documents that need to be preserved as Public Records
- Monitor and follow up on all tenant and property concerns

3) Term.

This Agreement commences on the date written above and continues until terminated by either party.

4) Salary.

- a) District shall pay Part-Time Employee according to the following schedule:
\$23.00 per hour
- b) Employee is expected to work 10-20 hours per week.

5) Termination.

- a) This Agreement for Employment is made at-will. Part-Time Employee may terminate or be terminated from employment with or without cause with 14 days' prior written notice. Part-Time Employee may respond to the Notice of Termination.
- b) Part-Time Employee shall provide the District with at least 14 (“Fourteen”) days' prior written notice of Part-Time Employee's resignation or inability to continue to perform the duties of the Administrative Manager. If Part-Time Employee is unable to perform the duties of Administrative Manager due to permanent disability, Part-Time Employee shall provide as much advance notice as feasible.

6) Other Terms and Conditions.

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

7) Notices.

Any notices required by this Agreement shall be sent by First Class U.S. Mail with postage prepaid to the parties as follows:

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

To: Part-Time Employee
Barbara J. Lindsay
9663 Lewis Ave.
California City, Ca 93505

8) Entire Agreement.

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

APPROVED:

East Kern Health Care District

Part-Time Employee

By: _____
Karen L Macedonio, President
Board of Directors

By: _____
Barbara J. Lindsay

ATTEST:

By: _____
Rubi Foley, Secretary

(SEAL)

APPROVED AS TO FORM:

By: _____
Alex Lemieux, District Council

NB1

August 29, 2014

Claimant Name

Address

Address

RE: Claimant:

Date of Loss:

Dear Claimant Name:

Notice is hereby given that the claim presented to the District Name on August 6, 2014, was rejected on August 29, 2014.

"WARNING"

"Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6.

This time limitation applies only to causes of action arising under California law for which a claim is mandated by the California Governmental Tort Claims Act, Government Code sections 900 et. Seq. Other causes of action, including those arising under federal law, may have different time limitations for filing.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately."

Very truly yours,

Name of District's Rep

District's Name

DECLARATION OF SERVICE BY MAIL

State of California

District's Name

I am employed in the District's Name. I am over the age of 18 and not a party to the within cause or claim; my business address is: Newberry Community Services District, P.O. Box 206, Newberry Springs, CA 92365.

I served the foregoing document, "Rejection of Claim" by depositing a true copy thereof in the United States Mail in District's City, State of California, on August 29, 2014, enclosed in a sealed envelope, with postage thereon full prepaid, addressed as follows:

Claimant Name

Address

Address

Attorney (if applicable)

Address

Address

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 29 August 2014, at District's City, California.

Name

Title

Project status

6 messages

Joselito Lacson <joselitomlacson@gmail.com>
To: Karen Macedonio <directormacedonio@ekhcd.org>

Sun, Nov 27, 2022 at 5:47 PM

Karen,

Below is the status of all our pending projects for your records.

1. Adventist Health Care Bldg. (9350 N Loop Blvd) - Cal City Building & Safety approved plans. Will confirm this with Susie Weber on Monday. Attached is my current invoice for this project.
2. Medical Office Tenant Improvement (9300 N Loop Blvd) - will resume design of floor plan for your review and approval by second week of December.
3. Bay Ave Bldg. Fire damage repair plan (8101 Bay Ave) - waiting for signed contracts and retainer so we can start drawings for building and safety submittal.
4. Adventist Health Care Bldg. (Task 2-Construction Administration contract) - is a separate contract based on my hourly rate which has been board approved.
5. Bay Ave. Bldg. (Phase 1-Construction Administration contract) - is a separate contract based on my hourly rate which has been board approved.
6. Medical Office Bldg. (Task 2-Construction Administration contract) - is a separate contract based on my hourly rate which has been board approved.

This is everything that we currently have for now. Please let me know if you have any questions.

Thank you,

Joselito
