
PUBLIC NOTICE

Bloss Memorial Healthcare District, A Public Entity • 3605 Hospital Road, • Atwater, California 95301 •
(209) 381-2000 x 7002 • fax: (209) 722-9020

Date: May 27, 2022

Phone: (209) 724-4102

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Bloss Memorial Healthcare District will hold their next Finance Committee meeting, Thursday, June 2, 2022 at 1:30 pm in the Board Room at 3605 Hospital Road, Atwater, CA 95301.

Bloss Memorial Healthcare District will hold their next **Board of Directors** meeting on Thursday, June 2, 2022 at 2:00 pm in the Board Room at 3605 Hospital Road, Atwater, CA 95301.

I, Fily Cale, posted a copy of the agenda of the Board of Directors of Bloss Memorial Healthcare District, said time being at least 24 hours in advance of the meeting of the Board of Directors.

IX. NEW BUSINESS		
A. RFPs for Mechanical Report / Study for Replacement of Current HVAC System at Castle Site	*	6
B. Approval of Draft Rental Agreement for Garage Space at Bloss Site	*	7
C. Resolution 22-3 Consolidation of District Election with Gubernatorial General Election	*	8

X. APPOINTMENTS / CEREMONIAL MATTERS *

XI. AGENDA FOR CLOSED SESSION

XII. NEXT MEETING DATE

XIII. ADJOURNMENT

Assistance for those with disabilities: If you have a disability and need accommodation to participate in the meeting, please call Fily Cale at (209) 724-4102 or (209) 381-2000 extension 7000 for assistance so that any necessary arrangements may be made.

Any written materials relating to an agenda item to be discussed in open session of a regular meeting that is distributed within the 24 hours prior to the meeting is available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. These documents are available from the Executive Assistant in administration at 3605 Hospital Road, Suite F, Atwater, California 95301.

**BLOSS MEMORIAL HEALTHCARE DISTRICT (BMHD)
BOARD OF DIRECTORS MEETING
BOARD ROOM
Thursday, February 24, 2022
2:00 pm**

CALL TO ORDER

Kory Billings, Board Chair, called the meeting to order at 2:00 pm.

Make findings in accordance with AB 361 for teleconferenced meeting. In compliance with AB 361 (2021) and in order to conduct teleconference meetings not subject to the usual Brown Act teleconference rules, the Board will consider the circumstances regarding the state of emergency declared by the Governor regarding the COVID-19 pandemic which continues in existence; and the continued recommendations or impositions by State and local officials to promote social distancing; and whether the continued presence of COVID-19 in the State directly impacts the ability of the Board to meet in person.

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to approve Make findings in accordance with AB 361 for teleconferenced meeting. Motion carried.

ROLL CALL

Board Members Present: Kory Billings, Chair, Zone 2; Bob Boesch, Vice Chair, Zone 5; Vivian Passwaters, Board Secretary, Zone 1 and Al Peterson, Treasurer, Zone 4

Others Present: Edward Lujano, CEO; Fily Cale, Executive Assistant; Dawnita Castle, CFO; Tom Ebersole, Legal Counsel; Rick Ramirez, CFHC Maintenance Supervisor and Peter Mojarras, CFHC COO @ 2:04 pm

Absent: Kathy Flaherty, Board Member, Zone 3 and Jenna Anderson, County Legal Counsel

APPROVAL OF AGENDA

A motion was made / seconded, (Alfonse Peterson / Vivian Passwaters) to approve the April 28, 2022 agenda as presented. Motion carried.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

A. Approval of February 24, 2022 Board of Directors Meeting, Exhibit 1

A motion was made / seconded, (Bob Boesch / Vivian Passwaters) to accept the February 24, 2022 Board of Directors Meeting minutes as presented, Exhibit 1. Motion carried.

FINANCIAL REPORT

A. January Chief Financial Officer Report, Exhibit 2

Dawnita Castle reported that for January, BMHD had a net gain before depreciation of \$41,063 compared to a net gain of \$55,622. Net income after depreciation was a loss of \$22,059, loss was due to the investment, change in value of \$48,257. Expenses include \$9,695 of Sierra Kings and Operating Cash Balance was \$5,793,661 and Cash on Hand did decrease to 1,639 days. There were several repairs and maintenance in January 2022, which decreased the cash balance.

B. January Payroll, Electronic Payments & Check Register, Exhibit 2a

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to approved and accept the January Chief Financial Officer Report, Exhibit 2 and January Payroll, Electronic Payments and Check Register for a total amount of \$144,427.74, Exhibit 2a. Motion carried.

C. February Chief Financial Officer Report, Exhibit 3

Dawnita Castle reported that for February, BMHD had a net gain before depreciation of \$64,693 compared to a net gain of \$69,110 last year. Net income after depreciation, was a gain of \$1,338, there was a change in investments, which was a decrease in value of \$30,187. Expenses include \$9,695 of Sierra Kings. Operating Cash Balance was \$5,722,306 and Days Cash on Hand increased to 1,658. There was a tax payment from Merced County for \$200,000.

D. February Payroll, Electronic Payments & Check Register, Exhibit 3a

A motion was made / seconded, (Bob Boesch / Alfonse Peterson) to approved and accept the February Chief Financial Officer Report, Exhibit 3 and February Payroll, Electronic Payments and Check Register for a total amount of \$107,979.66, Exhibit 3a. Motion carried.

E. March Chief Financial Officer Report, Exhibit 4

Dawnita Castle reported that for March, BMHD had a net gain before depreciation of \$66,832 compared to \$57,830 last year. Net income after depreciation was \$6,512 and in Non-Operating Expense had donation expense of \$9,076 for sports physicals and August Chai. Expenses include \$9,696 for Sierra Kings and Operating Cash Balance was at \$5,721,988 and Cash on Hand increased to 1,869 days. The increase did with the pre-paid from month end from CFHC, which paid an extra month in prepaids.

F. March Payroll, Electronic Payments & Check Register, Exhibit 4a

A motion was made / seconded, (Bob Boesch / Vivian Passwaters) to approved and accept the March Chief Financial Officer Report, Exhibit 4 and March Payroll, Electronic Payments and Check Register for a total amount of \$141,300.78, Exhibit 4a. Motion carried.

CHIEF EXECUTIVE OFFICER REPORT

A. Update on California Energy Commission Grant

Edward Lujano reported that he had received an email from Carrier. When this process first started he went out to multiple carriers and none wanted to tackle this project.

Carrier has been out here several times and the challenging part for them is that they don't have all of the detailed infrastructure about the building. They have done some preliminary assessments on their own, but they need more detailed information that BMHD can't provide. They have requested that BMHD have some structural study done on their behalf. They have put in a proposal for \$60,000, and this has gone out as an RFP, which is due on May 6, 2022.

Kory Billings commented that BMHD has potentially received some funding, could that funding be utilized to cover some of these costs. Edward Lujano replied that it cannot, the funding is only for the units and installation, any additional work is the bearer of the agency, it will cover the actual units.

B. Irrigation Upgrades at Castle Site

The sprinklers have all been repaired, Natural Gardens, who does the landscaping did all of the sprinkler repairs. The second phase was to get them automated and on timers. They came in at a quote of \$18,000, Yard Masters in Merced came in at \$20,850.

C. Replacement Sliding Doors

Three sliding glass doors, including framing in urgent care and two in the front will be replaced within the next month at a cost of \$23,900. Some interior doors are also not working and these will be replaced in the future.

The water heater is also going out and Rick Ramirez, CFHC Maintenance Supervisor is getting parts to repair.

The IT technology has been finished in the boardroom, speakers were installed in the ceiling with a main mechanism in the back and a hand-held microphone is also available. The TV is set up with Zoom. He thanked BMHD for the tenants who appreciate the use of the technology as well.

D. Rental of Garage Space at Bloss Site

The garage doors are finished at the Bloss Site. He spoke to Michael Chai and he is interested in potentially renting them, it is 1,071 square feet. Edward Lujano does not have a rate as to what to charge for the rent for the space. It will be added to the agenda for next month.

Rick Ramirez, CFHC Maintenance Supervisor, added that the window AC unit in the garage does not work. Fily Cale, Executive Assistant will call the 2-3 rental companies in Atwater and see what rental storage space costs for similar facilities.

OLD BUSINESS / REPORTS

- A. January Castle Family Health Centers, Inc Report, Exhibit 5
- B. February Castle Family Health Centers, Inc Report, Exhibit 6
- C. March Castle Family Health Centers, Inc Report, Exhibit 7

Peter Mojarras provided one report for January through March 2022. Sports physicals for January were 17, February 47 and March 23, these numbers will continue to be on the lower end because it is not during peak times for sports programs. May is usually when kids have sports physicals completed for summer activities with the schools Outreach activities will be done with the school districts for the sports physicals.

He attended a Leadership Conference at the Merced County Health Department yesterday and talk was mostly about preventative care and how to get people back into the health system. There are four goals the council is focusing on for this county and it will be presented soon. They are also advocating for dollars to come into Merced County as there is not much presence at the State level.

CFHC has just signed a dentist and they are working diligently to bring in more doctors. And also looking at things strategically and what they can do to have a presence throughout the county.

Peter Mojarras thanked the board of directors for their support, partnership and technology and the things that have been approved for this facility and the Bloss facility. Staff appreciates it.

D. Bloss Board Member Report

Alfonse Peterson will head the next Strategic Planning Session.

- Upcoming Meeting Dates

Kory Billings commented that with the holidays, conferences and vacations, Fily Cale had sent out some dates to the board to check calendars and set some meeting times for the next couple of months.

Fily Cale stated that BMHD will not hold any meetings in May 2022. The next Finance / Board of Directors meeting will be held on Thursday, June 2, 2022; Thursday, July 7, 2022; Thursday, August 4, 2022 and Thursday, August 25, 2022.

- 2022 Committees'

Kory Billings reported that all committees will remain the same for 2022. Finance and Investment Committee: Kory Billings and Alfonse Peterson; ByLaws: Kory Billings and Vivian Passwaters and Policy: Kory Billings and Bob Boesch.

NEW BUSINESS

A. RFPs for Painting of Castle Facility, Exhibit 8

Edward Lujano presented the RFPs to paint the Castle facility, nine proposals were received. The building was previously painted in 2014 by Downey & Son out of Livingston.

Proposals are Miramontes Painting / Merced \$68,500; Star Pro Painting / Merced \$64,800; Rise Above Painting Co / Merced \$46,400; Downey & Son / Livingston \$37,120; D&H Painting / Livingston \$68,888 & \$73,323; CMA Painting, Inc / Berkeley \$102,500; Paine Construction, Inc / Rio Linda \$596,000; Polychrome Construction Inc / North Ridge \$86,200 and Primal Paint / San Jose \$116,777.

Rick Ramirez reported that he had met with each individual with direction as to what BMHD wanted done. Four proposals use elastomeric paint, other use standard paint, standard does not last as long as elastomeric which is longer lasting. They will all use 2-3 coats of paint.

Staff recommends Star Pro Painting / Merced.

A motion was made / seconded, (Kory Billings / Alfonse Peterson) to accept the quote from Star Pro Painting for the RFP in the amount of \$64,800.00, Exhibit 8. Motion carried.

B. Castle Dental Group (Mouzer Bachour, DDS) Request for Air Compressor, Exhibit 9

Edward Lujano stated that BMHD has an air compressor that supports the dental tenants. The air compressor is going out and leaking.

Jenna Anderson, Legal Counsel, reviewed the lease agreement, BMHD is responsible for providing the plumbing to the dental areas, but not the compressors. Dr. Bachour feels that this is part of the services that BMHD has always provided for him.

To replace the current air compressor unit, it retails at \$21,649. If CFHC purchases the air compressor as they have special purchasing as a community health center the cost will be \$11,996 and maintenance will install it. If the tenants buy their own compressors, then maintenance will need to cut the lines at each perspective areas. For Dr. Bachour to install his own compressor it would cost him \$13,682 and Castle Family Dental's compressor would cost \$11,440 and each would run independently of BMHD.

Rick Ramirez, Maintenance Supervisor, stated that it will cost about \$2,000 to install the compressor. Also Dr. Bachour has air leaks on his equipment, which will continue running the compressor is it is not fixed.

Alfonse Peterson did step out of the room and we still have a quorum and will proceed.

Kory Billings commented that BMHD will go up to \$15,000 for purchase of compressor and installation with the condition that Dr. Bachour's equipment must be running in proper order.

Tom Ebesole, Legal Counsel, commented that this could be done by contract amendment and it does not have to be a formal document, but you do want a written agreement between the parties expressing a complete understanding of these various terms.

A motion was made / seconded, (Kory Billings / Bob Boesch) to authorize staff to purchase the compressor and have it installed in an amount not to exceed \$15,000. And that Dr. Bachour's equipment must be in proper working order and a written agreement between the parties expressing a complete understanding of these various terms, Exhibit 9. Motion carried.

C. Carrier 1st Phase Engineering Plan, Exhibit 10

Edward Lujano commented that an RFP has gone out and this item will be placed on the next board agenda.

The Board of Directors directed staff was directed to go out to RFP.

A motion was made / seconded (Bob Boesch / Vivian Passwaters) to go out to RFP on Phase 1 of the engineering plan, Exhibit 10. Motion carried.

APPOINTMENTS / CEREMONIAL MATTERS

None

AGENDA FOR CLOSED SESSION

None.

NEXT MEETING DATE

The next Board of Directors meeting will be held on Thursday, June 2, 2022 at 2:00 pm in the Board Room.

ADJOURNMENT

As there was no further business, the meeting adjourned at 3:02 pm.

Respectfully Submitted,

Fily Cale
Executive Assistant

Vivian Passwaters
Board Secretary

**BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD)
FINANCE COMMITTEE MEETING
BOARD ROOM
Thursday, April 28, 2022
1:30 p.m.**

Committee: Edward Lujano, CEO; Fily Cale, Executive Assistant; Dawnita Castle, CFO; Alfonse Peterson, Committee Chair and Kory Billings, Committee Member

Others Present: None

Absent: None

CALL TO ORDER

Alfonse Peterson, Committee Chair, called the meeting to order at 1:30 p.m. in the Board Room.

Members of the public may listen to the meeting and offer public comment telephonically by calling 1-681-999-0313 and entering Access Code 328959. Please turn your cell phone or other electronic device to non-audible mode or mute.

APPROVAL OF AGENDA

A motion was made/seconded, (Kory Billings / Edward Lujano) to approve the April 28, 2022 agenda as presented. Motion carried.

Make findings in accordance with AB 361 for teleconferenced meeting. In compliance with AB 361 (2021) and in order to conduct teleconference meetings not subject to the usual Brown Act teleconference rules, the Board will consider the circumstances regarding the state of emergency declared by the Governor regarding the COVID-19 pandemic which continues in existence; and the continued recommendations or impositions by State and local officials to promote social distancing; and whether the continued presence of COVID-19 in the State directly impacts the ability of the Board to meet in person.

A motion was made/seconded, (Kory Billings / Edward Lujano) to approve Make findings in accordance with AB 361 for teleconferenced meetings. Motion carried.

PUBLIC COMMENTS

None.

APPROVAL OF FINANCE COMMITTEE MINUTES, Exhibit 1

A. January 27, 2022 Finance Committee Meeting Minutes, Exhibit 1

REVIEW OF JANUARY FINANCIAL STATEMENTS, EXHIBIT 2

Dawnita Castle commented that Lance Dueker of ThiesenDueker wants to know if the Investment Committee wants to meet to review the portfolio. It was recommended that the Finance / Investment Committee meet and if that committee gives instruction, put ThiesenDueker on the regular agenda for the full board.

For January 2022, BMHD had a net gain before depreciation of \$41,063 compared to a net gain of \$55,622 last year. Net gain after depreciation was a loss of \$22,059, this was due to the change in value in the investment of \$48,25. Expenses do include \$9,695 of Sierra Kings and in January the Operating Cash Balance was at \$5,793,661 and Days on Hand did decrease to 1,639.

A. January Payroll, Electronic Payments & Check Register, Exhibit 2a

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve the January 27, 2022 Finance Committee meeting minutes as presented, Exhibit 1; approve the Review of January District Financial Statements, Exhibit 2 and approve the January Payroll, Electronic Payments and Check Register, Exhibit 2a. Motion carried.

REVIEW OF FEBRUARY DISTRICT FINANCIALS, Exhibit 3

Dawnita Castle reported that BMHD had a net gain before depreciation in February 2022 of \$64,693 compared to \$69,110 last year. Net income after depreciation was \$1,338. There was another change in value, which was a loss of \$30,187 in the investments. Expenses include \$9,695 of Sierra Kings. The Operating Cash Balance for February was \$5,722,306 and Cash On Hand did increase to 1,658 days.

BMHD also had a large payment from Merced County Tax.

A. February Payroll, Electronic Payments & Check Register, Exhibit 3a

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve the Review of February District Financials, Exhibit 3 and the February Payroll, Electronic Payments and Check Register in the full amount of \$107,979.66, Exhibit 3a. Motion carried.

REVIEW OF MARCH DISTRICT FINANCIALS, Exhibit 4

Dawnita Castle reported that for March 2022, BMHD had a net gain before depreciation of \$39,077 compared to a net gain of \$11,415. Net income after depreciation was a gain of \$66,832 compared to a net gain of \$57,830, Net income after depreciation was a net gain of \$6,512, expenses include \$9,695 of Sierra Kings.

Non-Operating expenses had donation expense of \$9,076 for August Chai and CFHC for sports physicals.

Cash Balance was at \$5,721,988 and Days Cash On Hand increased to 1,869, this increase was due to CFHC pre-pay in rent expense.

A. March Payroll, Electronic Payments & Check Register, Exhibit 4a

Kory Billings commented that the check register was up significantly on what was paid out. The prior month was \$107,979.66 and now BMHD is at \$141,300.78. Dawnita Castle responded that with the lag in the system getting changed over there were some expenses that were not all paid out. It is a matter of getting caught up.

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve the Review of March District Financials, Exhibit 4 and the March Payroll, Electronic Payments and Check Register in the total amount of \$141,300.78, Exhibit 4a. Motion carried.

OLD BUSINESS

None.

DISCUSSION

None.

AGENDA FOR CLOSED SESSION

None.

NEXT MEETING DATE/ADJOURNMENT

The next Finance Committee meeting will be held on Thursday, June 2, 2022 at 1:30 pm.

As there was no further business, the meeting adjourned at 1:44 p.m.

Respectfully Submitted,

Fily Cale
Executive Assistant

Alfonse Peterson
Committee Chair

APRIL CHIEF FINANCIAL OFFICER REPORT

BMHD had a total net loss before depreciation of \$2,411 for the month compared to a net gain of \$668,853 last year. Net income after depreciation was a loss of 62,827. Recorded in Non-Operating Expense is loss (change in value) On Investments in the amount of \$71,933.

Expenses include \$9,695 of SKDSC costs.

The March, Operating Cash Balance was \$5,831,950 and Days Cash On Hand decreased to 1,688 Days*. In March the DCH was 1,869 Days.

* Days Cash on Hand (DCH) = Operating Cash / Average Daily Expense (excluding depreciation). DCH indicates Bloss's ability to cover operating expenses. The Benchmark for Health Centers is a minimum of 90 Days.

A summary comparison of operations for the month and the prior year is as follows :

	Apr-22	Apr-21	VARIANCE *	%	Y-T-D Apr-22	Y-T-D Apr-21	Y-T-D VARIANCE *	Y-T-D %
Net Patient Revenue	0	0	0	NA	0	0	0	N/A
Other Operating Revenue	134,839	57	134,782	NA	1,347,654	17,392	1,330,262	7648.70%
Total Net Operating Revenue	134,839	57	134,782	NA	1,347,654	17,392	1,330,262	7648.70%
Operating Expenses Excluding Depreciation	103,666	102,551	(1,115)	-1.09%	1,077,369	1,030,419	(46,950)	-4.56%
Net Operating Income (Loss) Before Depreciation	31,173	(102,494)	133,667	130.41%	270,286	(1,013,027)	1,283,313	126.68%
Net Non Operating-Gains/Losses								
Gain/Loss on Investments	(71,933)	34,856	(106,789)	-306.37%	(102,336)	195,728	(298,064)	-152.28%
Grant Donation Expense	(7,636)	0	(7,636)		(27,512)	(96,000)		
All Other Non-Operating Gains/Losses	45,984	736,491	690,507	93.76%	424,158	2,258,213	(1,834,055)	-81.22%
Total Net Non-Operating Income: Losses/Gains	(33,585)	771,347	804,932	104.35%	294,310	2,357,941	(2,063,631)	-87.52%
Total Net Income (Loss) Before Depreciation	(2,411)	668,853	(671,264)	-100.36%	564,595	1,344,914	(780,319)	-58.02%
Depreciation Expense	60,415	59,564	851	1.43%	529,066	594,209	(65,143)	-10.96%
Net Income (Loss) After Depreciation	(62,827)	609,289	(672,116)	-110.31%	35,530	750,705	(715,175)	-95.27%

* Note: unfavorable variances are indicated by parenthesis ().

Bloss Memorial HealthCare District
 Operations Summary Report
 Ten Months Ending April 30, 2022

BMHD FULL TIME EQUIVALENTS SUMMARY :

(See FTE report included in Financial Reports for detail)

	Apr-22	Apr-21	VARIANCE	%	Y-T-D Apr-22	Y-T-D Apr-21	Y-T-D VARIANCE *	Y-T-D %
EMPLOYEE FTE'S	1.00	1.00	0.00	0.00%	1.02	1.03	0.01	1.54%
CONTRACT FTE'S	4.65	2.86	(1.79)	-62.59%	4.13	3.52	(0.61)	-13.09%
TOTAL FTE'S	5.65	3.86	(1.79)	-46.37%	5.15	4.55	(0.60)	-9.81%

* Note: unfavorable variances above are indicated by parenthesis ().

Full Time Equivalent - Employees for the month are 0.00% the same as the prior year with 1.00 FTE'S

The major (>1 fte) Total Employee FTE increases for the month are comprised primarily of the following :

Department	Cur. Mo. (Increase) DECREASE	YTD (Increase) DECREASE	Reason
Administration	0.00	0.00	
All other departments < 1 fte var	0.00	0.00	Various departments less than 1 fte variance.
	0.00	0.00	Brackets () indicate a decrease (favorable) variance

Bloss Memorial Healthcare District

Balance Sheet

As of April 30, 2022

05/26/22

Accrual Basis

	Apr 30, 22	Mar 31, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1001 Cash General Checking	3,804,250.89	3,694,281.29	109,969.60	3.0%
1002 Cash - Payroll	8,699.28	8,699.28	0.00	0.0%
1003 CDSC Cash Gen Chking	19,864.90	19,864.90	0.00	0.0%
1005 Cash Laif Savings	1,538,455.79	1,538,463.57	-7.78	0.0%
1005 Laif Funded Deprec	464,588.75	464,588.75	0.00	0.0%
1006 PNC Money Market Acct	510,349.36	510,339.78	9.58	0.0%
1010 Investment Cap Improv	976,059.14	1,032,169.98	-56,110.84	-5.4%
1010 Investment Grants	597,120.11	612,941.82	-15,821.71	-2.6%
Total Checking/Savings	7,919,388.22	7,881,349.37	38,038.85	0.5%
Accounts Receivable				
1060 Rent Receivable	-20,788.02	-16,866.36	-3,921.66	-23.3%
1061 DSCA Receivable	0.00	7,869.82	-7,869.82	-100.0%
1063 Prop Tax Receivable	132,123.13	86,141.09	45,982.04	53.4%
1064 CFHC Inc Receivable	0.00	106,825.83	-106,825.83	-100.0%
Total Accounts Receivable	111,335.11	183,970.38	-72,635.27	-39.5%
Other Current Assets				
1101 Prepaid Insurance	15,290.06	22,884.90	-7,594.84	-33.2%
1103 Prepaid Rent	19,390.11	19,390.11	0.00	0.0%
1108 Prepaid Expense	8,903.84	13,662.51	-4,758.67	-34.8%
Total Other Current Assets	43,584.01	55,937.52	-12,353.51	-22.1%
Total Current Assets	8,074,307.34	8,121,257.27	-46,949.93	-0.6%
Fixed Assets				
1200 Land	2,205,996.23	2,205,996.23	0.00	0.0%
1219 Land Improvements	69,615.00	69,615.00	0.00	0.0%
1221 Bloss Remodel	832,986.24	832,986.24	0.00	0.0%
1221 Bloss Building and Improve	22,065,434.42	22,065,434.42	0.00	0.0%
1221 Castle Build and Impr	1,399,927.38	1,399,927.38	0.00	0.0%
1221 Castle Remodel	126,551.17	126,551.17	0.00	0.0%
1224 Park Lot & Improve	138,713.06	138,713.06	0.00	0.0%
1225 Communication Lines	452,828.86	452,828.86	0.00	0.0%
1225 Equipment Fixed	1,268,246.66	1,268,246.66	0.00	0.0%
1230 Leasehold Improvement	99,810.62	99,810.62	0.00	0.0%
1241 Equipment Major Move	4,655,179.59	4,655,179.59	0.00	0.0%
1241 Meditech Hardware	223,352.74	223,352.74	0.00	0.0%
1241 Meditech Implement	222,215.72	222,215.72	0.00	0.0%
1242 Equipment Minor	471,596.33	471,596.33	0.00	0.0%
1242 Meditech Software	277,371.76	277,371.76	0.00	0.0%
1261 Accum Depr Land Impr	-152,556.07	-151,582.93	-973.14	-0.6%
1271 Accum Depr Build & Im	-11,090,262.37	-11,034,905.50	-55,356.87	-0.5%
1275 Accum Dep Fixed Equip	-2,061,220.79	-2,059,511.26	-1,709.53	-0.1%
1280 Accum Dep Lease Imp	-39,558.24	-39,182.76	-375.48	-1.0%
1291 Accum Major Move	-4,550,465.09	-4,548,604.40	-1,860.69	0.0%
1292 Accum Dep Minor Equip	-576,300.77	-576,161.07	-139.70	0.0%
Total Fixed Assets	16,039,462.45	16,099,877.86	-60,415.41	-0.4%
Other Assets				
1510 UNG Goodwin Trust	184,416.19	198,111.43	-13,695.24	-6.9%
Total Other Assets	184,416.19	198,111.43	-13,695.24	-6.9%
TOTAL ASSETS	24,298,185.98	24,419,246.56	-121,060.58	-0.5%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 Accounts Payable Vendor	21,870.77	55,495.93	-33,625.16	-60.6%
2029 Accounts Payable Other	8,799.99	14,960.15	-6,160.16	-41.2%

Bloss Memorial Healthcare District
Balance Sheet
As of April 30, 2022

	Apr 30, 22	Mar 31, 22	\$ Change	% Change
2029 CFHC Inc Payable	35,345.00	40,628.92	-5,283.92	-13.0%
2029 DSCA Payable	3,909.48	3,909.48	0.00	0.0%
Total Accounts Payable	69,925.24	114,994.48	-45,069.24	-39.2%
Other Current Liabilities				
2030 Accrued Salary Wages	4,166.67	4,166.67	0.00	0.0%
2031 Accrued Vacation	15,931.74	15,900.01	31.73	0.2%
2036 FICA Payable	318.75	318.75	0.00	0.0%
2038 Pension Plan Accrual	4,000.00	3,600.00	400.00	11.1%
2039 Other Payroll Payable	192.79	93.79	99.00	105.6%
Total Other Current Liabilities	24,609.95	24,079.22	530.73	2.2%
Total Current Liabilities	94,535.19	139,073.70	-44,538.51	-32.0%
Long Term Liabilities				
2570 UNG GOODWIN TRUST	184,416.19	198,111.43	-13,695.24	-6.9%
Total Long Term Liabilities	184,416.19	198,111.43	-13,695.24	-6.9%
Total Liabilities	278,951.38	337,185.13	-58,233.75	-17.3%
Equity				
2310 Capital BMHCD	3,664,860.79	3,664,860.79	0.00	0.0%
2330 Donated Capital	20,318,844.00	20,318,844.00	0.00	0.0%
Net Income	35,529.81	98,356.64	-62,826.83	-63.9%
Total Equity	24,019,234.60	24,082,061.43	-62,826.83	-0.3%
TOTAL LIABILITIES & EQUITY	24,298,185.98	24,419,246.56	-121,060.58	-0.5%

Bloss Memorial Healthcare District

Profit & Loss

April 2022

05/26/22

Accrual Basis

	Apr 22	Mar 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
5779 Rental Income	134,391.85	133,970.19	421.66	0.3%
5780 Misc Other Operating	447.14	0.00	447.14	100.0%
Total Income	134,838.99	133,970.19	868.80	0.7%
Gross Profit	134,838.99	133,970.19	868.80	0.7%
Expense				
6000 Management and Supervision	8,333.34	8,333.34	0.00	0.0%
6010 Fica	637.50	637.50	0.00	0.0%
6011 Unemployment Insurance	-7,060.16	400.00	-7,460.16	-1,865.0%
6015 Pension Plan	400.00	400.00	0.00	0.0%
6016 Workers Compensation	100.42	100.42	0.00	0.0%
6018 Vacation Expense	31.73	400.48	-368.75	-92.1%
6022 Consultig & MGT	0.00	0.00	0.00	0.0%
6023 Legal	0.00	0.00	0.00	0.0%
6024 Accounting/Audit	900.00	900.00	0.00	0.0%
6026 Other Contracted Services	28,458.37	36,081.32	-7,622.95	-21.1%
6046 Office Supplies	91.20	116.48	-25.28	-21.7%
6050 Other Non-Medical Supply	0.00	766.41	-766.41	-100.0%
6052 Freight on Purchases	7.23	7.23	0.00	0.0%
6062 Repairs & MTC	14,068.68	2,983.06	11,085.62	371.6%
6062 SKDSC Repairs and MTC	30.46	0.00	30.46	100.0%
6063 Janitorial Expense	0.00	1,019.50	-1,019.50	-100.0%
6064 Management Services	600.00	0.00	600.00	100.0%
6069 Other Purchased Services	13,544.53	1,592.58	11,951.95	750.5%
6071 Deprec-Land & Improvements	973.14	973.20	-0.06	0.0%
6072 Deprec-Buildings and Impro	55,338.86	55,243.80	95.06	0.2%
6073 Deprec-Leasehold Improv	393.49	393.50	-0.01	0.0%
6074 Deprec-Equipment	3,709.92	3,709.98	-0.06	0.0%
6075 SKDSC Building Rent Expense	9,694.87	9,694.87	0.00	0.0%
6077 Electricity	17,316.55	14,680.14	2,636.41	18.0%
6077 Radiology Electricity	134.53	118.65	15.88	13.4%
6078 Natural Gas	3,709.28	2,167.08	1,542.20	71.2%
6079 Water	1,020.24	3,428.44	-2,408.20	-70.2%
6080 SKDSC Utilities-Other	0.00	1,125.08	-1,125.08	-100.0%
6080 Utilities-Other	1,524.74	0.00	1,524.74	100.0%
6082 Insurance Expense	8,931.92	8,931.92	0.00	0.0%
6083 SKDSC Tax and License	110.00	0.00	110.00	100.0%
6085 Telephone Expense	222.65	222.65	0.00	0.0%
6086 Dues and Subscriptions	338.17	338.17	0.00	0.0%
6089 Advertising	471.70	400.00	71.70	17.9%
6090 Bank Service Charges	47.75	47.30	0.45	1.0%
Total Expense	164,081.11	155,213.10	8,868.01	5.7%
Net Ordinary Income	-29,242.12	-21,242.91	-7,999.21	-37.7%
Other Income/Expense				
Other Income				
9060 Interest Income	1.80	251.45	-249.65	-99.3%
9061 Gain on Investments	0.00	10,245.38	-10,245.38	-100.0%
9160 Property Tax Revenue	45,982.04	27,680.59	18,301.45	66.1%
Total Other Income	45,983.84	38,177.42	7,806.42	20.5%
Other Expense				
9025 Non Operating CFHC	1,380.00	2,820.00	-1,440.00	-51.1%
9026 Non Operating Donation Exp	6,256.00	6,256.00	0.00	0.0%
9030 Loss on Marketable Securit	71,932.55	1,346.82	70,585.73	5,240.9%
Total Other Expense	79,568.55	10,422.82	69,145.73	663.4%
Net Other Income	-33,584.71	27,754.60	-61,339.31	-221.0%
Net Income	-62,826.83	6,511.69	-69,338.52	-1,064.8%

APRIL PAYROLL, ELECTRONIC PAYMENTS
& CHECK REGISTER

Bloss Memorial Healthcare District
Payroll, Accounts Payable and Funds Disbursements - Summary
Month of April-22

Payroll		<u>\$9,171.42</u>
Total Payroll		<u><u>\$9,171.42</u></u>
Accounts Payable:		
A/P Checks	<u>\$140,285.85</u>	<u>\$140,285.85</u>
BLOSS		
Auto Debits	<u>\$47.75</u>	
Total Auto Debits and Electronic Transfers	<u><u>\$47.75</u></u>	<u>\$47.75</u>
Electronic Payments - Credit Card West America	\$1,388.06	
Electronic Payments - Johnson Controls Fire Protection LP	<u>\$2,475.86</u>	<u>\$3,863.92</u>
Total Accounts Payable		<u><u>\$144,197.52</u></u>
Grand Total Disbursements		<u><u>\$153,368.94</u></u>

BLOSS	Payroll Disbursements for		April-22
	Payroll dated		
	04/05/22	04/20/22	Total
Earnings			
Regular	-	-	-
Overtime			-
Vacation			-
Sick			-
Holiday			-
Salary	4,166.67	4,166.67	8,333.34
Double Time			-
Call In			-
On Call			-
Other			-
			-
Total	4,166.67	4,166.67	8,333.34
			-
Deductions			
FICA (+)	318.75	318.75	637.50
Insurance (-)			-
Emp Deduction(-)/Reimb(+)			-
Christmas Fund (-)			-
Process Fee (+)	93.79	106.79	200.58
			-
Total	412.54	425.54	838.08
			-
			-
Net Payroll	\$ 4,579.21	\$ 4,592.21	9,171.42

Bloss Memorial Healthcare District
Check Detail
April 2022

Type	Num	Date	Name	Original Amount
Bill Pmt -Check	39469	04/07/2022	Beta Healthcare Group	-437.50
Bill	BL-210358011	04/07/2022		437.50
TOTAL				<u>437.50</u>
Bill Pmt -Check	39470	04/08/2022	A-1-A/Preston's Lock Shop	-32.73
Bill	24972	04/01/2022		32.73
TOTAL				<u>32.73</u>
Bill Pmt -Check	39471	04/08/2022	Beta Healthcare Group	-1,000.00
Bill	033122	04/01/2022		1,000.00
TOTAL				<u>1,000.00</u>
Bill Pmt -Check	39472	04/08/2022	Chemsearch	-2,114.00
Bill	7704375	03/01/2022		528.50
Bill	7567750	03/01/2022		528.50
Bill	7531909	03/01/2022		528.50
Bill	7741106	04/01/2022		528.50
TOTAL				<u>2,114.00</u>
Bill Pmt -Check	39473	04/08/2022	Grainger Industrial Supply	-100.49
Bill	9235929271	03/31/2022		7.23
				62.80
				30.46
TOTAL				<u>100.49</u>
Bill Pmt -Check	39474	04/08/2022	Hoffman Security	-192.50
Bill	569969	03/15/2022		82.50
Bill	553573	03/15/2022		110.00
TOTAL				<u>192.50</u>
Bill Pmt -Check	39475	04/08/2022	Merced County Counsel	-3,718.31
Bill	NDJFM-2022	03/31/2022		3,718.31
TOTAL				<u>3,718.31</u>
Bill Pmt -Check	39476	04/08/2022	PG&E	-5,361.97
Bill	MAR22-2162-5	03/29/2022		3,961.52
				1,400.45
TOTAL				<u>5,361.97</u>
Bill Pmt -Check	39477	04/08/2022	West Coast Gas Company, Inc.	-3,221.88
Bill	MAR22-1182	04/01/2022		3,221.88
TOTAL				<u>3,221.88</u>

Bloss Memorial Healthcare District
Check Detail
April 2022

Type	Num	Date	Name	Original Amount
			Fedex	17.07
TOTAL				<u>17.07</u>
Bill Pmt -Check	39488	04/29/2022	HD Supply Facilities Maintenance, Ltd.	-327.80
			HD Supply Facilities Maintenance, Ltd.	327.80
TOTAL				<u>327.80</u>
Bill Pmt -Check	39489	04/29/2022	Merced Commercial Sweeping	-420.00
			Merced Commercial Sweeping	420.00
TOTAL				<u>420.00</u>
Bill Pmt -Check	39490	04/29/2022	Merced Irrigation District	-13,427.30
			Merced Irrigation District	13,427.30
TOTAL				<u>13,427.30</u>
Bill Pmt -Check	39491	04/29/2022	Mid-Valley Publications	-71.70
			Mid-Valley Publications	71.70
TOTAL				<u>71.70</u>
Bill Pmt -Check	39492	04/29/2022	MIT Plumbing	-120.00
			MIT Plumbing	120.00
TOTAL				<u>120.00</u>
Bill Pmt -Check	39493	04/29/2022	Natural Gardens	-405.00
			Natural Gardens	405.00
TOTAL				<u>405.00</u>
Bill Pmt -Check	39494	04/29/2022	Octane Advertising Design	-400.00
			Octane Advertising Design	400.00
TOTAL				<u>400.00</u>
Bill Pmt -Check	39495	04/29/2022	M-D Ventures	-19,390.11
Bill	MAY22	04/21/2022		19,390.11
TOTAL				<u>19,390.11</u>
			Grand Total for Accounts Payable	<u><u>140,285.85</u></u>

Bloss Memorial Healthcare District
April-22

Bloss Electronic Transfers

Bloss Auto Debits

Bank Fees - Bloss

47.75

Total

47.75

Bloss Electronic Payments

Electronic Payments - Credit Card West America

1,388.06

Electronic Payments - Johnson Controls Fire Protection LP

2,475.86

Total

3,863.92

Grand Total

\$3,911.67

APRIL CASTLE FAMILY HEALTH CENTERS, INC REPORT

Castle Family Health Centers Inc.
 Operations Summary Report
 Ten Months Ending April 30, 2022

Total encounters for the month are 11,981 compared to 12,630 last year 5.14% decrease.

Department	Apr-22	Apr-21	VARIANCE	%	Y-T-D Apr-22	Y-T-D Apr-21	Y-T-D VARIANCE *	Y-T-D %
Castle Clinic	4,884	4,779	105	2.20%	54,328	57,204	(2,876)	-5.03%
Specialty Clinic	895	1,065	(170)	-15.96%	9,827	10,709	(882)	-8.24%
Bloss Clinic	722	734	(12)	-1.63%	7,737	8,702	(965)	-11.09%
Winton Clinic	946	1,198	(252)	-21.04%	11,871	11,256	615	5.46%
Urgent Care	489	588	(99)	-16.84%	9,000	11,907	(2,907)	-24.41%
Lab	1,767	2,118	(351)	-16.57%	21,268	29,329	(8,061)	-27.48%
Radiology	869	708	161	22.74%	6,881	6,240	641	10.27%
Behavioral Health	339	259	80	30.89%	2,634	3,117	(483)	-15.50%
Optometry	279	602	(323)	-53.65%	3,778	4,515	(737)	-16.32%
Winton Dental	421	579	(158)	-27.29%	3,176	5,026	(1,850)	-36.81%
Castle Dental	351	0	351	N/A	2,097	0	2,097	N/A
Castle Cosmetics	19	0	19	N/A	158	0	158	N/A
TOTAL ENCOUNTERS	11,981	12,630	(649)	-5.14%	132,755	148,005	(15,250)	-10.30%

April-22 Working Days 21
 April-21 Working Days 22

REFPs FOR MECHANICAL REPORT / STUDY FOR
REPLACEMENT OF CURRENT HVAC SYSTEM AT
CASTLE SITE



BLOSS MEMORIAL HEALTHCARE DISTRICT

REQUEST FOR PROPOSAL (RFP)

Bloss Memorial Healthcare District is seeking bids to provide high level mechanical only report / study for replacement of current HVAC system at 3605 Hospital Road, Atwater, CA 95301.

Scope of work:

- Review all record drawings
- Review as as-builts
- Review and determine all locations and approximate sizes of equipment and existing infrastructure
- Determine quantities of all mechanical components currently on site
- Determine best location and positioning for new DX Air Handler Units
- Develop a try as-built of the site
- Create an AutoCAD plan with all as-builts combined
- Create rough order magnitude load calcs for proper equipment sizing
- Develop overall CFMs and potential needs (coils, water flows, etc.)

This will be a high level first step to determine what the proper plan and solution will be for this replacement. This will all occur before an architect, structural, or electrical engineer becomes involved.

Walk through and scope of work to be done by appointment. Contact Rick Ramirez, Maintenance Supervisor at (209) 617-0346 between the hours of 7:00 am to 3:30 pm, Monday – Friday.

All interested parties must be licensed contractors, appropriately bonded, and show proof of worker's compensation coverage. Prevailing wage rates will apply.

Bids must be received no later than 5:00 pm, Friday, May 6, 2022. RFP selection will be held at the next schedule Board of Directors meeting.

Bids may be emailed to calef@cfhcinc.org or faxed to Attn: Fily Cale at (209) 722-9020.

CARRIER

\$60,000



Address 1170 W. National Drive, Suite 50
 Sacramento CA 95834
 Phone 209-252-2481
 Fax 860-622-0499
 E-mail jed.thompson@carrier.com

Contact Name Ed Lujano
 Rick Ramirez
 Account BLOSS MEMORIAL HEALTH CARE DIST
 Phone 209-724-4101
 Site Address 3605 Hospital Rd
 Atwater, CA 95301-5173

Estimate Date 04/20/2022

Quote Number 00670412

Job Description Modernization Project - Phase I High Level Scoping Report

Scope of Work

Phase I Scoping Report:

Provided Mechanical only report/study (high level)

- Review all record drawings
- Review as as-builts
- Review and determine all locations and approximate sizes of equipment and existing infrastructure
- Determine quantities of all mechanical components currently on site
- Determine best location and positioning for new DX Air Handler Units
- Develop a try as-built of the site
- Create an AutoCAD plan with all the as-builts combined
- Create rough order magnitude load calcs for proper equipment sizing
- Develop overall CFMs and potential needs (coils, water flows, etc.)

*This is high level and is the critical first step to determine what the proper plan and solution will be for this site. This will all occur before an architect, structural, or electrical engineer becomes involved. The more thorough and more detailed we can be during this scoping report the better. The likelihood of other significant engineering disciplines later will be greatly diminished if we can be more thorough during the scoping process upfront.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. The quoted price does include any sales, excise, or similar taxes that apply.

This is a not-to-exceed price with the goal of determining as much info as possible upfront in order to determine the proper direction and next steps for properly generating concrete plans and the best solution for the site.

Total Quoted Price

Total Price for Scope of Work including applicable taxes: \$60,000.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Jed Thompson

Carrier Commercial Service

Title

Customer Acceptance (signature)

Date

Purchase Order

The attached Terms & Conditions shall govern.



CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B.

point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance



with instructions.

- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the

absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest,

Terms and Conditions of Sale – Equipment and/or Service 021022

title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.



18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this

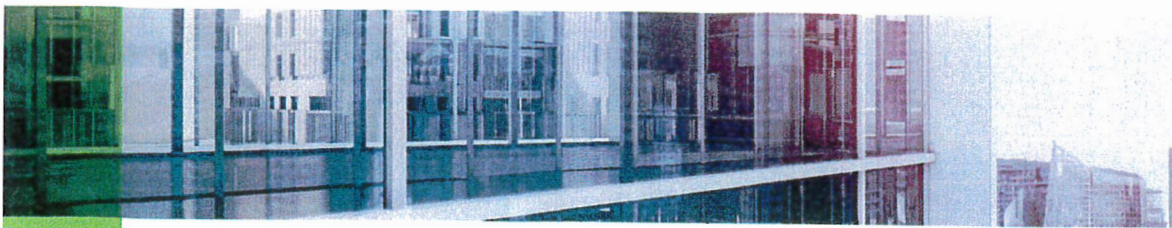
Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.



29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier’s intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a “Service Provider” under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer’s policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The

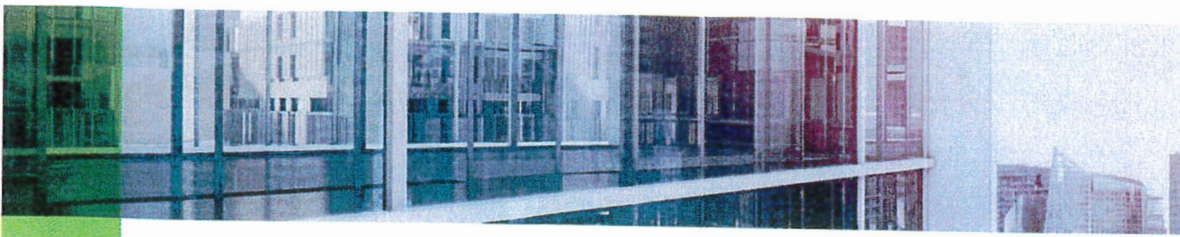
price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days’ prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (“OSHA”) relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS- If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions – Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment



Over 100 years of innovations

carrier.com/service

Terms and Conditions of Sale – Equipment and/or Service 021022

Carrier Corporation



R&A ENGINEERING
SOLUTIONS

\$78,420

May 6, 2022

Fily Cale
Executive Assistant
Bloss Memorial Healthcare District
3605 Hospital Road
Atwater, CA 95301

Project: Hospital HVAC Systems High Level Report

Re: Mechanical Engineering Fee Proposal

Dear Fily,

We are pleased to submit to you our proposed fee to provide Mechanical Engineering services for the subject project.

Summary of Services

Our proposal includes Mechanical Engineering services and the following sub-consultant services:

None Electrical Fire Sprinkler Test and Balance Architectural Structural.

Fee

Our proposed fee for the Mechanical Engineering Services described in this proposal is **\$ 78,420** on a fixed fee basis. Refer to the Scope of Services for description of services by phase and Additional Terms for the fee break down by phase.

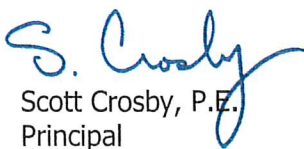
Terms

1. Our fee is based on the Project Summary, Project Basis of Design, Scope of Services, General Proposal Coordination, and Additional Terms put forth on the attached pages 2 to 4.
2. Invoices will be sent monthly based on percentage of work completed.
3. Payment terms are net 30 days.
4. Additional services will be negotiated separately.
5. Reimbursable expenses will be billed in addition to engineering services.
6. Our fee proposal is valid for 30 days.

Thank you for considering R&A Engineering Solutions, Inc. for this project.

Sincerely,

R&A Engineering Solutions, Inc.


Scott Crosby, P.E.
Principal

Accepted by: _____

Name/Title: _____

Date: _____

Project Summary

The Bloss Memorial Healthcare District (BMHD) is requesting a high-level mechanical only report/study of their existing clinic HVAC mechanical systems located at 3605 Hospital Road, Atwater, CA 95301 (Facility) with the intent using this information to develop a comprehensive Master Plan and budgets for future upgrades. This facility is approximately 110,000 square feet.

This proposal references the Request for Proposal (RFP) provided to R&A on April 26th, 2022 by BMHD and is also informed by a building site walk with Mr. Rick Ramirez on May 4, 2022.

Project Basis of Study/Report

Our proposal includes Mechanical Engineering Services for the following study scope of work:

Mechanical

- Review the provided BMHD Facility mechanical record drawings and as-builts
- Review and determine all locations and approximate sizes of equipment and existing infrastructure
- Determine quantities of all HVAC mechanical components currently on site
- Determine potential location and positioning for new DX Air Handler Units
- Develop a try as-built of the site using the provided record/as-built drawings.
- Create an AutoCAD plan with all as-builts combined
- Create rough order magnitude load calcs for proper equipment sizing
- Develop overall CFMs and potential needs (coils, water flows, etc.)

Please refer to the General Proposal Coordination for clarification for the items above.

Plumbing

- No plumbing scope is considered within this proposal.

Meetings and Site Visits

- Two (2) scoping site visits.
- Three (3) study/report coordination meetings, virtual.

General Proposal Coordination

Our proposal is based upon the following:

1. Authority Having Jurisdiction: This project is under local jurisdiction. No portion of this facility is under any level of HCAI (formerly OSHPD) jurisdiction.
2. Meetings and Site Visits: Our proposal includes the meetings and site visits indicated above. Additional meetings or site visits will be billed on a time and material basis.
3. Basis of Design: Our fee is based on the Project Basis of Design described above and scope clarification below. This proposal is a study only that does not involve any new mechanical design.
4. Scope Clarification
 - Review the provided BMHD Facility mechanical record drawings and as-builts
 - a. This proposal is based upon reviewing existing drawings for this facility only.
 - b. This proposal assumes that the drawings will be scanned by others and pdf files will be provided on flash drive or by download link to R&A.

- Review and determine all locations and approximate sizes of equipment and existing infrastructure
 - a. R&A interprets this to mean that this scope of work includes locating and identifying, from the provided drawings, the approximate locations and associated geometry of the existing HVAC equipment.
 - b. R&A interprets this to mean mechanical air-side source equipment and reheat coils and chilled and heating water distribution.
 - Determine quantities of all HVAC mechanical components currently on site
 - a. This scope is essentially covered under the second bulleted item.
 - Determine potential location and positioning for new DX Air Handler Units
 - a. R&A interprets this to mean that we will provide suggested locations for new DX equipment that is reasonable from our mechanical perspective. These locations will have to be vetted for structural suitability as well by others.
 - Develop a try as-built of the site using the provided record/as-built drawings.
 - a. R&A interprets this to mean that we will make a reasonable effort to develop single line drawings based upon as as-built drawings provided, but understanding that there will be portions that will be missing information.
 - Create an AutoCAD plan with all as-builts combined
 - a. R&A assumes this to mean single-line schematic plan-view drawings of the ducting and hydronic piping plan will be developed based upon the as-built plans conveying general layout and distribution. Offsets, equipment connections, underground piping, and details are not included.
 - Create rough order magnitude load calcs for proper equipment sizing
 - a. Rough order of magnitude (ROM) calculation will be developed based upon block loads (not room by room) by exposure and stated use. The ROM load calc will use standard loading factors for equipment, lighting, plug loads, estimated construction types and building tightness. Any safety factors added, will be noted.
 - Develop overall CFMs and potential needs (coils, water flows, etc.)
 - a. ROM CFMs will be developed based upon the loads and needs of proposed new equipment.
 - b. Based upon the respective air flows, ROM estimates will be made with regard to, coils and water flows (if needed) sizing.
5. Air Flow/Performance Measurements: Air flow and equipment performance measurements will be required to verify the capacity of the existing HVAC systems to accommodate the project work. Air flow measurements are not included in our proposal.
6. Commissioning Coordination: Our proposal does not include services to support a commissioning process.
7. Structural Design Coordination: Our proposal does not include services for structural design or calculations for anchorage, hangers, mounting, seismic bracing, etc.
8. Construction Estimating Coordination: Our proposal does not include services for developing construction estimates.
9. The following will be provided to R&A Engineering Solutions, Inc.:
- a. As-built mechanical drawings for the project area and adjacent areas.
 - b. Electronic background files for the project.

- c. Technical literature, including heat rejection information and mechanical and plumbing connections, for equipment located in the project area.
 - d. Various department uses, people counts, any special exhaust systems, like fume or biological hoods or similar.
 - e. Air flow and equipment performance measurements.
10. The deliverables described above will be provided in the following formats; all drawings will be created using AutoCAD 2020™ and all written documents will be prepared using Word 2016™.
11. The facility and equipment, ducting, and piping has asbestos containing materials. Abatement may be required to gain access for testing. Any asbestos abatement is excluded from this proposal.

Additional Terms

The following terms apply to the fees proposed above:

1. Proposed design fees are subject to revision based on the outcome of project scoping and development of project program and planning.
2. Reimbursable expenses will be billed in addition to engineering services, including test and balance services for air flow or performance measurements, deliveries and reproduction of drawings and specifications for other than R&A Engineering Solutions, Inc.'s own use.
3. Phase and labor breakdowns provided in this fee proposal, and its attachments, are estimates and forecasts provided for reference only. R&A Engineering Solutions, Inc. reserves the right to shift fees between design phases and substitute labor classification, or individual staff, to meet actual project needs.
4. This proposal is scope and schedule sensitive. If the project scope or schedule is increased or changed, design fees may need to be adjusted accordingly.

APPROVAL OF DRAFT RENTAL AGREEMENT FOR
GARAGE SPACE AT BLOSS SITE

**LEASE FOR GARAGE UNIT AT BLOSS SITE
BETWEEN
BLOSS MEMORIAL HEALTHCARE DISTRICT
AND
(NAME OF INDIVIDUAL/COMPANY WHO IS THE LESSEE)**

BLOSS MEMORIAL HEALTHCARE DISTRICT, a public entity, hereinafter called “LESSOR”, hereby leases to (NAME OF INDIVIDUAL/COMPANY WHO IS THE LESSEE), hereinafter called “LESSEE” certain real property and improvements, herein called “Premises” on the following terms and conditions:

1. **Premises:** Real property and improvements consisting of approximately 1,071 square foot double door garage unit at the Bloss Site at located at 1251 Grove Ave, in Atwater, CA.
2. **Term:** The term of this Lease shall be for a period of (insert number of years) years commencing June 2, 2022 and ending on (insert end date).
3. **Rent:** LESSEE shall pay to LESSOR the sum of (spell out monthly rent (\$dollars)) per month for rent, payable on or before the first day of each month, in advance. In the event any installment of rent is not paid by the 5th day of each month, LESSEE shall pay a late fee of (insert late fee)(\$dollars) as additional rent.
4. **Use of Premises:** The primary use of the premises shall be storage of (insert).
5. **Early Termination of Lease:** LESSEE and LESSOR shall have the right to early termination of this lease upon six (6) months prior written notice to the other party.
6. **Payment of Taxes:** LESSOR shall be responsible for and pay all real property taxes and /or assessments levied against the premises to the extent that LESSOR as a charitable, tax exempt public entity is required by law.

LESSEE shall pay, before they become delinquent, all taxes and assessments imposed on any personal property or trade fixtures or equipment belonging to LESSEE and located on the premises.

7. **Insurance:** LESSEE shall, prior to the commencement of the term, secure from a good and responsible company or companies doing insurance business in the State of California, shall maintain during the entire term of this Lease, premises liability of not less than One Million Dollars (\$1,000,000.00) in the event of bodily injury or death to any one or more persons in any one accident and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage.

a. **Subrogation Waiver:** LESSOR and LESSEE agree that, in the event of loss due to any of the perils which shall be provided by insurance, each party shall look solely to its insurance for recovery. LESSOR and LESSEE hereby grant to each other, on behalf of any

insurer providing insurance to either of them with respect to the premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

b. **Proof of Coverage:** On securing insurance coverage as hereinabove set forth, LESSEE shall give LESSOR written notice thereof and LESSOR shall be provided not less than thirty (30) days prior notice of any cancellation of LESSEE's insurance policy on the premises or its contents.

c. **Destruction:** In the event the premises is destroyed or so severely damaged by fire or other disaster as to render the premises unusable, neither LESSOR nor LESSEE shall have any obligation to rebuild the premises. LESSOR may elect either to (i) cancel this lease, or (ii) repair or rebuild the premises within three (3) months; in the latter event, this Lease shall continue, but the rent shall abate during the time the premises are unusable by the tenant by reason of the damage.

8. **Condition and premises:** LESSEE accepts the premises, as well as the improvements and the appurtenant facilities, in their present condition and stipulates with LESSOR that the premises, as well as the improvements and appurtenant facilities, are in good, clean, safe, and tenantable condition as of the start of the term.

9. **Maintenance by LESSOR:** LESSOR shall, at its own cost and expense, keep in good condition and repair the exterior roof, exterior walls, structural supports, foundation of premises, unless prevented by causes not the fault of LESSOR, to make the needed repairs. LESSOR shall promptly be reimbursed by LESSEE for the full cost of any repairs made pursuant to this section required because of the negligence or other fault, other than normal and proper use, of LESSEE or its employees or agents or sublessees, if any.

10. **Maintenance by LESSEE:** Except as otherwise expressly provided in Paragraph 9, LESSEE shall, at its own cost and expense keep and maintain all portions of the premises, as well as all improvements on the premises and all facilities appurtenant to the premises, in good order and repair and in as safe and clean a condition as they were when received by LESSEE from LESSOR, reasonable wear and tear excepted.

11. **Alterations and Liens:** LESSEE shall not make nor permit any other person to make any alternations to the premises nor any improvement thereon or facility appurtenant here to without the prior written consent of LESSOR.

12. **Inspection by LESSOR:** LESSEE shall permit LESSOR or LESSOR's agents, representatives, or employees to enter the premises at all reasonable times, upon reasonable notice, for the purpose of inspecting the premises to determine whether LESSEE is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect LESSOR's interest in the premises under his Lease or to perform LESSOR's duties under this lease.

13. **Surrender of Premises:** On expiration or sooner termination of this Lease, or any extensions or renewals of this Lease, LESSEE shall promptly surrender and deliver the premises to LESSOR in as good condition as they are now at the date of this Lease, reasonable wear and tear and repairs herein required to be made by LESSOR excepted.

14. **Assignment and Subletting:** LESSEE may not assign this Lease nor sublease any part of the premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld.

15. **LESSOR's Remedies:** If LESSEE breaches this Lease and abandons the property before the end of the term, or if their right to possession is terminated by LESSOR because of LESSEE's breach of this Lease, then, LESSOR, at its option, may terminate this Lease. On such termination, LESSOR may pursue any remedy allowed at law or equity, and, in any action to recover damages.

16. **Notices:** All notices to be given to the LESSEE may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to the LESSEE at the leased premises, whether or not the LESSEE had departed from, abandoned or vacated the leased premises. All notices to be given to the LESSOR may be given in writing personally, or by depositing the same in the United States mail, postage prepaid, and addressed to the parties to this Lease as follows:

LESSOR: 3605 Hospital Road, Suite F
Atwater, CA 95301-5173

LESSEE: (insert)

Notices shall be deemed to be given when delivered personally or, when mailed, two days following the date of mailing.

17. **Attorney's Fees:** If either party employ an attorney to commence any action in any court to enforce a material provision of this Lease, or any part thereof, the prevailing party shall recover its reasonable attorney's fees, expert witness fees, and costs incurred.

18. **Venue:** Venue of any court action herein shall be in the County of Merced, State of California.

19. **Holding Over:** Any holding over after the expiration of said term, with the consent of LESSOR, shall be construed to be a tenancy from month to month, at the rental equal to the amount paid for the last month of the term, and shall otherwise be on the same terms and conditions of this Lease. No holding over shall be construed as a renewal or extension of this Lease.

20. **Miscellaneous:** All of the terms, covenants, and conditions of this Lease shall extend to and be binding upon the heirs, successors, assigns, and personal representatives of all of the parties hereto. Time shall be of the essence in this Lease, and the waiver by LESSOR of

any performance of a condition or covenant by LESSEE shall not be construed as a subsequent waiver of performance of the same or any other covenant or condition. No modification or change in the provisions of this Lease shall be effective unless the agreement or such modification or change shall be in writing and signed by the parties hereto.

LESSOR

BLOSS MEMORIAL HEALTHCARE DISTRICT

Dated: _____, 2022

By _____
Edward H. Lujano, CEO

LESSEE

(Insert)

Dated: _____, 2022

By _____
(Insert)

RESOLUTION 22-3 CONSOLIDATION OF DISTRICT
ELECTION WITH GUBERNATORIAL GENERAL ELECTION

RESOLUTION NO. 22-3

CONSOLIDATION OF DISTRICT ELECTION WITH GUBERNATORIAL GENERAL ELECTION

A RESOLUTION OF THE HEALTHCARE DISTRICT FOR BLOSS MEMORIAL HEALTHCARE DISTRICT CALLING FOR AN ELECTION, REQUESTING CONSOLIDATION OF ITS GENERAL ELECTION WITH THE STATEWIDE GUBERNATORIAL GENERAL ELECTION NOVEMBER 8, 2022, FILING A NOTICE OF ELECTION WITH THE REGISTRAR OF VOTERS. SUBMITTING AN INCUMBENT LIST AND TERMS OF OFFICE, REQUIRING THAT CANDIDATE STATEMENTS BE PAID BY THE CANDIDATE, CERTIFYING THE CITY'S BOUNDARY MAP, DETERMINING A COIN TOSS AS THE TIE-BREAKING METHOD, AUTHORIZING MERCED COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION AND CANVAS THE RETURNS, AND EXPRESSING INTENT TO REIMBURSE MERCED COUNTY FOR THE ACTUAL COSTS OF THE ELECTIONS.

WHEREAS, on June 2, 2022, the Healthcare District adopted Resolution #22-3 entitled, "CONSOLIDATION OF THE BLOSS MEMORIAL HEALTHCARE DISTRICT, CALIFORNIA, CALLING A General Election TO BE HELD ON November 8, 2022, FOR THE PURPOSE OF RE-ELECTING three Board Members; and

WHEREAS, A Notice of Election must be filed with the Merced County Registrar of Voters specifying which offices are to be filled at this election; and

WHEREAS, the Bloss Memorial Healthcare District boundary map or city limit has not changed since the last election held in 2020

WHEREAS, Merced County intends to conduct a consolidated election on November 8, 2022; and

WHEREAS, the consolidation of elections may serve to reduce election expenses to taxpayers and may increase voter turnout; and

WHEREAS, a Candidate's statement, if desired, is to be paid by the Candidate; and

WHEREAS, the Merced County Elections Department must be Authorized to conduct the election and to canvas all returns; and

WHEREAS, Merced County should be reimbursed for the actual costs of the election; and

WHEREAS, a pre-determined tie-breaking method should now be designated to prevent any possible dispute as to the final outcome of the election; **NOW,**

BE IT FURTHER RESOLVED, that the BLOSS MEMORIAL HEALTHCARE DISTRICT of the City of Atwater does hereby, (1.) Call for an Election to be held to elect three Board Members; (2.) Request that its GUBERNATORIAL ELECTION to elect three Board Members, be Consolidated with the with the Gubernatorial Election scheduled for November 8, 2022; (3.) File it's Notice of Election with the Registrar of Voters specifying the elective offices to be filled; (4.) Submit a list of incumbents and terms of offices; (5.) Require that a Candidate's Statement, if desired, is to be paid by the Candidate; (6.) Certify the current city boundary map is without change since the last election; (7.) Sets a coin-toss as its tie-breaking method for this election with procedures as previously established by Healthcare District Resolution #2020-1 adopted in May 28, 2020; (8.) Authorizes Merced County Elections Department to conduct the election and canvas the returns; and (9.) Intends to reimburse Merced County for the actual costs of this election.

PASSED AND ADOPTED by the Board of Directors of BLOSS MEMORIAL HEALTHCARE DISTRICT at a meeting held on the 2 day of June, 2022, by the following called vote:

Board Members

Ayes:

Noes:

Abstain:

Absent:

APPROVED:

Kory J. Billings, Board Chair

ATTEST:
