

Fallbrook Regional HEALTH DISTRICT

138 S. Brandon St. • Fallbrook CA 92028 • 760-731-9187

BOARD OF DIRECTORS REGULAR BOARD MEETING

WEDNESDAY
SEPTEMBER 11, 2019

6:00 PM

AT

**FALLBROOK REGIONAL HEALTH DISTRICT
ADMINISTRATIVE OFFICE
138 SOUTH BRANDON ROAD
FALLBROOK, CA 92028**

Fallbrook Regional HEALTH DISTRICT

AGENDA REGULAR BOARD MEETING Wednesday, September 11, 2019, 6:00 p.m. Administrative Office, 1st Floor Community Room, 138 S. Brandon Rd., Fallbrook

A. CALL MEETING TO ORDER / ROLL CALL / ESTABLISH A QUORUM / PLEDGE OF ALLEGIANCE

B. ADDITIONS TO AGENDA

Pursuant to the Brown Act, additions to the Agenda as posted are exceptional, and expressly limited to three specific situations, as set forth in Government Code 54954.2(b): (1) an "emergency" as determined by majority vote of the board; (2) a 2/3 vote of the board finding that an item requires immediate action – and the need for this action arose in time after the agenda was posted or (3) the item was continued from an earlier meeting (no more than 5 days earlier), at which time the item was validly posted on the agenda of the earlier meeting.

C. BOARD MEMBER AND PUBLIC COMMENTS

Opportunity for board members and citizens to speak on items of interest within subject matter jurisdiction of the District. Please note that, for comments made on items not appearing on the current agenda, the Board may take no action as to the comment at the current meeting (Gov't Code 54954.3[a]), and the Board is allowed only a brief response to the speaker's comment. For the record, please state your name. "Request to speak" cards should be filled out in advance and presented to the Board Chair or the recording secretary. The Board has a policy limiting any speaker to not more than five minutes

D. CONSENT ITEMS

D1.	Approval of July 2019 Financial Statements	2
D2.	Minutes of August 7, 2019 Finance Committee Meeting	18
D3.	Minutes of August 9, 2019 Strategic Planning Committee Meeting	21
D4.	Minutes of August 14, 2019 Regular Board Meeting	23

E. REPORTS

- E1. Finance Committee – Directors Jeffries and Mroz
- E2. Gov't and Public Engagement Committee – Directors Schwartz-Frates and Mroz
- E3. Facilities Committee – Directors Leach and Mroz
- E4. Strategic Planning Committee – Directors Salmon and Jeffries
- E5. Executive Director – Rachel Mason
- E6. General Counsel – Jeffrey Scott

F. DISCUSSION ITEMS

F1.	Board Meeting of October 9, 2019 (ACHD 65 th Annual Meeting, October 9-11) rescheduled to Tuesday, October 8, 2019	33
F2.	Review Resolution 429 – Adopting Meeting Compensation Guidelines and a Policy of Six (6) Meetings Per Month	34
F3.	Review Meeting Compensation Policy 3010	37
F4.	Review Ordinance No. 2 – Increasing Compensation of Directors	40

G. ACTION ITEMS

G1.	Approval of Updates to Joint Powers Agreement Between Fallbrook Regional Health District and North County Fire Protection District	43
G2.	Approval of Grant Agreement #2019-1 for North County Fire Protection District Ambulance Support	48


G3.	Approval of Grant Agreement #2019-2 for North County Fire Protection District Senior Medical Services Officer	57
G4.	Approval of Grant Agreement #2019-3 between North County Fire Protection District and Fallbrook Regional Health District for Customer Service/Social Media Specialist.....	66
G5.	Approval of Professional Services Agreement with Susan Woodward – Certified Public Accountant.....	81
G6.	Approval of Award of Construction Contract for the Metal Roof Replacement Project for the Property located at 1636 E. Mission Road, Fallbrook California	87
G7.	Approval of Award of Construction Contract for the Flat Roof Replacement Project for the Properties located at 138 South Brandon Road and 617 Alvarado Street, Fallbrook California	120
G8.	Approval of Amendment to the AD Magellan Construction Consulting Services Agreement to add Project Oversight services.....	151

H. ITEMS FOR SUBSEQUENT MEETINGS

- H1. Other Director/Staff discussion items
 - H1a. Item(s) for future board agendas
 - H1b. Announcements of upcoming events:
 - **Prostate Cancer Screening, Saturday, September 7**, 6:30a-8:00a, Fallbrook Family Health Center, 1328 S. Mission Rd., Fallbrook
 - **Facilities Committee meeting, September 13**, 10:00a,
 - **Community Collaborative for Health & Wellness Committee (CCH&W) meeting – 3rd Wednesday, September 18**, 10:30am-noon, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - **Fallbrook Chamber of Commerce’s State of the Chamber Dinner, September 18**, 5:30p, Pala Mesa Resort
 - **CSDA Annual Conference, September 25-28**, Anaheim
 - **Government & Public Engagement Committee, September 27**, 10:00a, FRHD Administrative Office, Board Community Room, 138 S. Brandon Rd., Fallbrook
 - **Finance Committee meeting – 1st Wednesday, October 2**, 5:30pm, FRHD Administrative Office, Board Community Room, 138 S. Brandon Rd., Fallbrook
 - **Woman of Wellness Meeting 1st Thursday, October 3**, 6:00 – 7:30pm, Fallbrook Library
 - **ACHD 65th Annual Meeting, October 9-11**, La Jolla
 - **Strategic Planning Committee meeting, October 16**, 5:00pm, Administrative Office, Board Community Room, 138 S. Brandon Rd., Fallbrook
 - **Fallbrook Chamber of Commerce “Fallbrook Harvest Faire 2019” Sunday, October 20**, 9:00a-4:00p, Downtown Fallbrook
 - **Bonsall Chamber of Commerce “Fall Festival” Saturday, October 26**, 10:00a-3:00p, location to be determined
- H2. Next Regular Board meeting – 2nd Wednesday, October ____, 6:00pm, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook

I. ADJOURNMENT

NOTE: I certify that on Friday, September 6, 2019 I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Fallbrook Regional Health District, said time being at least 72 hours in advance of the meeting. The American with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of District business. If you need assistance to participate in this meeting, please contact the District office 24 hours prior to the meeting at 760-731-9187.



 Board Secretary/Clerk

CONSENT ITEMS

FALLBROOK REGIONAL HEALTH DISTRICT

BALANCE SHEET COMPARISON

Comparison of July 2019 to June 2019

	Jul 31, 19	Jun 30, 19	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
102.3 · Cash in Bank-P.W. Oper. Acct.	627,239	956,418	(329,179)
102.6 · Cash in Bank -LAIF	1,374,776	1,365,850	8,925
102.9 · CalTRUST Investment Account	6,989,929	6,996,645	(6,717)
102.91 · Petty Cash	178	84	94
Total Checking/Savings	8,992,122	9,318,997	(326,876)
Other Current Assets			
104 · Prepaid Insurance	24,368	26,566	(2,197)
107 · Tax apportion receivable	30,919	21,137	9,782
110 · Reimbursmnt Rec'ble - Comm Inv	136,957	136,957	
114 · Interest Receivable		8,925	(8,925)
Total Other Current Assets	192,243	193,585	(1,341)
Total Current Assets	9,184,365	9,512,582	(328,217)
Fixed Assets			
121 · Equipment	59,623	59,623	
121.2 · Equipment Depreciation	(37,338)	(36,592)	(745)
122.0 · ASSETS			
122.01 · ALVARADO STREET	291,240	291,240	
122.02 · BRANDON ROAD - ADMIN BLDG	291,240	291,240	
122.022 · BRANDON IMPROVEMENTS	356		356
122.03 · E MISSION ROAD	1,801,419	1,801,419	
122.032 · E MISSION IMPROVEMENTS	28,461	21,140	7,321
122.039 · ACCUM DEPR - MISSION IMROVEMNTS	(1,187)	(1,017)	(170)
Total 122.0 · ASSETS	2,411,529	2,404,022	7,508
Total Fixed Assets	2,433,815	2,427,053	6,762
TOTAL ASSETS	11,618,180	11,939,635	(321,455)
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
140 · Accounts Payable	26,187	13,995	12,191
Total Accounts Payable	26,187	13,995	12,191
Other Current Liabilities			
204 · Accrued Vacation & Sick Leave	13,927	13,927	
213 · Simple Plan Payable	900		900
215 · District Wellness Initiatives			
215.23 · Health Fair	1,500	1,500	
215.39 · PSA Screening	1,912	1,912	
215.43 · Mahjong	1,007	1,007	
215.46 · FHD Promotional Float	100	100	
215.50 · Woman of Wellness (WOW)	100	240	(140)
Total 215 · District Wellness Initiatives	4,619	4,759	(140)
220 · Refundable Deposit Payable	5,250		5,250
Total Other Current Liabilities	24,697	18,687	6,010

FALLBROOK REGIONAL HEALTH DISTRICT
BALANCE SHEET COMPARISON
Comparison of July 2019 to June 2019

	Jul 31, 19	Jun 30, 19	\$ Change
Total Current Liabilities	50,883	32,682	18,201
Total Liabilities	50,883	32,682	18,201
Equity			
300 · Unrestricted Operations Fund	1,702,889	1,702,889	
302.2 · Community Investment Fund	9,691,578	9,691,578	
3900 · Retained Earnings	512,485		512,485
Net Income	(339,656)	512,485	(852,142)
Total Equity	11,567,296	11,906,953	(339,656)
TOTAL LIABILITIES & EQUITY	11,618,180	11,939,635	(321,455)

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended July 31, 2019 & Fiscal Year to Date

	Jul 19	Jul 19
Ordinary Income/Expense		
Income		
400. · District		
402 · Property tax revenue	30,919	30,919
403 · Interest / Dividends	14,107	14,107
406 · Unearned Inc (Loss) - Cal Trust	(20,823)	(20,823)
Total 400. · District	24,202	24,202
450. · Properties		
450.02 · Cost of Elder Str Property Sale	(2,078)	(2,078)
Total 450. · Properties	(2,078)	(2,078)
460 · Lease Income		
460.01 · Med+ Urgent Care (formerly A+)	2,800	2,800
460.03 · Rock Rose School	3,500	3,500
Total 460 · Lease Income	6,300	6,300
Total Income	28,425	28,425
Gross Profit	28,425	28,425
Expense		
500 · Admin. Expenses & Overhead		
500.10 · Salaries	24,852	24,852
500.12 · Payroll Taxes	3,349	3,349
500.14 · W/C Insurance	146	146
500.15 · Employee Health & Welfare	2,869	2,869
500.16 · Board Stipends	1,900	1,900
500.17 · Education & Conferences	1,662	1,662
500.18 · Dues & Subscriptions	8,111	8,111
500.19 · Insurance - General	2,052	2,052
500.20 · Independent Accounting Services	850	850
500.23 · General Counsel	1,348	1,348
500.25 · Office Expense		
01 · Communications	472	472
02 · I.T. and Website services	317	317
04 · Office Expenses	675	675
06 · Independent Contract Services	5,552	5,552
Total 500.25 · Office Expense	7,016	7,016
500.27 · Depreciation	915	915
500.29 · Dist Promotions & Publications	541	541
500.30 · Simple IRA Expense	1,350	1,350
500.32 · Consultant Fees	1,241	1,241
500.33 · Copier Lease	802	802
Total 500 · Admin. Expenses & Overhead	59,002	59,002
550 · Mgmt./Maint. - Alvarado Street		
550.10 · Maintenance Services & Repairs	125	125
550.13 · Renovations & Improvements		

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended July 31, 2019 & Fiscal Year to Date

	Jul 19	Jul 19
13.01 · Architect Expense	356	356
Total 550.13 · Renovations & Improvemen...	356	356
550.32 · Consultant Fees	604	604
Total 550 · Mgmt./Maint. - Alvarado Street	1,085	1,085
570 · Mgmt./Maint. - E. Mission Road		
570.02 · Gas & Electric	25	25
570.03 · Water	54	54
570.06 · Landscape - Grounds Environment	700	700
570.08 · Architect Expense	356	356
570.10 · Maintenance Services & Repairs	2,070	2,070
570.22 · Property Manager	675	675
570.32 · Consultant Fees	1,138	1,138
Total 570 · Mgmt./Maint. - E. Mission Road	5,018	5,018
590 · Mgmt./Maint. - S. Brandon Road		
590.01 · Property Manager	225	225
590.02 · Gas & Electric	726	726
590.03 · Water	219	219
590.06 · Landscape - Grounds Environment	400	400
590.07 · Custodial Services	900	900
590.08 · Elevator	191	191
590.10 · Maintenance Services & Repairs	1,551	1,551
590.11 · Medical Records Store & Service	6,022	6,022
Total 590 · Mgmt./Maint. - S. Brandon Road	10,235	10,235
600 · Community Health Contracts		
600.02 · Fbk Citizens Crime Prevention	2,825	2,825
600.03 · Be Well Therapy, Inc.	5,929	5,929
600.04 · Boys & Girls Club	19,240	19,240
600.05 · Community Health Systems, Inc.	30,000	30,000
600.07 · Fbk Senior Citizens Srvc Club	31,250	31,250
600.08 · Fallbrook Smiles Project	22,545	22,545
600.11 · Palomar Family Counseling Srvc	16,856	16,856
600.17 · Foundation for Senior Care	71,840	71,840
600.18 · Fallbrook Food Pantry	32,500	32,500
600.33 · REINS Therapeutic Prgm	24,716	24,716
600.37 · Trauma Intervention Prgm of SD	2,500	2,500
600.46 · Mental Health Systems, Inc.	2,534	2,534
600.51 · North County C.E.R.T. Inc.	1,305	1,305
600.58 · Michelle's Place	8,041	8,041
600.60 · D'Vine Path, Inc.	1,910	1,910
600.61 · San Diego North County Lions	5,000	5,000
600.62 · Neighborhood Healthcare	3,750	3,750
Total 600 · Community Health Contracts	282,741	282,741
800 · District Direct Care Services		
800.02 · Med+ Urgent Care	10,000	10,000

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended July 31, 2019 & Fiscal Year to Date

	<u>Jul 19</u>	<u>Jul 19</u>
Total 800 · District Direct Care Services	10,000	10,000
Total Expense	368,081	368,081
Net Ordinary Income	(339,656)	(339,656)
Net Income	<u>(339,656)</u>	<u>(339,656)</u>

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget

July 2019

	Jul 19	Budget	\$ Over Bu...
Ordinary Income/Expense			
Income			
400 · District			
402 · Property tax revenue	30,919	26,000	4,919
403 · Interest / Dividends	14,107	17,500	(3,393)
406 · Unearned Inc (Loss) - Cal Trust	(20,823)	2,000	(22,823)
Total 400 · District	24,202	45,500	(21,298)
450 · Properties			
450.02 · Cost of Elder Str Property Sale	(2,078)	0	(2,078)
Total 450 · Properties	(2,078)	0	(2,078)
460 · Lease Income			
460.01 · Med+ Urgent Care (formerly A+)	2,800	2,800	0
460.03 · Rock Rose School	3,500	3,500	0
Total 460 · Lease Income	6,300	6,300	0
Total Income	28,425	51,800	(23,375)
Gross Profit	28,425	51,800	(23,375)
Expense			
500 · Admin. Expenses & Overhead			
500.10 · Salaries	24,852	21,337	3,515
500.12 · Payroll Taxes	3,349	1,750	1,599
500.14 · W/C Insurance	146	146	0
500.15 · Employee Health & Welfare	2,869	2,667	202
500.16 · Board Stipends	1,900	2,500	(600)
500.17 · Education & Conferences	1,662	1,000	662
500.18 · Dues & Subscriptions	8,111	8,811	(700)
500.19 · Insurance - General	2,052	2,052	(0)
500.20 · Independent Accounting Services	850	667	183
500.23 · General Counsel	1,348	4,167	(2,819)
500.25 · Office Expense			
01 · Communications	472	517	(45)
02 · I.T. and Website services	317	500	(183)
03 · Refreshments	0	125	(125)
04 · Office Expenses	675	1,000	(325)
05 · LAFCO Admin fees	0	1,367	(1,367)
06 · Independent Contract Services	5,552	5,000	552
Total 500.25 · Office Expense	7,016	8,509	(1,493)
500.27 · Depreciation	915	817	98
500.29 · Dist Promotions & Publications	541	1,000	(459)
500.30 · Simple IRA Expense	1,350		
500.32 · Consultant Fees	1,241	1,250	(9)
500.33 · Copier Lease	802	783	19
500.36 · Accrued Vacation & Sick Leave	0	583	(583)
Total 500 · Admin. Expenses & Overhead	59,002	58,038	965
550 · Mgmt./Maint. - Alvarado Street			
550.10 · Maintenance Services & Repairs	125		
550.13 · Renovations & Improvements			
13.01 · Architect Expense	356		

**FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget**

July 2019

	Jul 19	Budget	\$ Over Bu...
Total 550.13 · Renovations & Improvements	356		
550.32 · Consultant Fees	604		
Total 550 · Mgmt./Maint. - Alvarado Street	1,085		
570 · Mgmt./Maint. - E. Mission Road			
570.02 · Gas & Electric	25	625	(600)
570.03 · Water	54	208	(154)
570.04 · Waste Management	0	38	(38)
570.06 · Landscape - Grounds Environment	700	1,000	(300)
570.07 · Custodial Services	0	390	(390)
570.08 · Architect Expense	356	1,167	(810)
570.09 · Land Use - Permitting	0	1,167	(1,167)
570.10 · Maintenance Services & Repairs	2,070	1,250	820
570.12 · Fire Alarm System	0	250	(250)
570.22 · Property Manager	675		
570.23 · General Counsel	0	5,000	(5,000)
570.25 · Office Expense			
25.02 · I.T. & Website Services	0	125	(125)
25.06 · Independent Contract Services	0	417	(417)
570.25 · Office Expense - Other	0	750	(750)
Total 570.25 · Office Expense	0	1,292	(1,292)
570.29 · Dist. Promotions & Publications	0	1,000	(1,000)
570.32 · Consultant Fees	1,138	2,500	(1,363)
Total 570 · Mgmt./Maint. - E. Mission Road	5,018	15,886	(10,868)
590 · Mgmt./Maint. - S. Brandon Road			
590.01 · Property Manager	225	1,250	(1,025)
590.02 · Gas & Electric	726	833	(107)
590.03 · Water	219	250	(31)
590.04 · Waste Management	0	38	(38)
590.06 · Landscape - Grounds Environment	400	917	(517)
590.07 · Custodial Services	900	667	233
590.08 · Elevator	191	208	(17)
590.10 · Maintenance Services & Repairs	1,551	417	1,134
590.11 · Medical Records Store & Service	6,022	1,833	4,189
590.12 · Fire Alarm System	0	83	(83)
590.13 · Renovations / Improvements			
.13.01 · Architect Expense	0	833	(833)
Total 590.13 · Renovations / Improvements	0	833	(833)
Total 590 · Mgmt./Maint. - S. Brandon Road	10,235	7,329	2,905
600 · Community Health Contracts			
600.02 · Fbk Citizens Crime Prevention	2,825	2,825	0
600.03 · Be Well Therapy, Inc.	5,929	5,929	0
600.04 · Boys & Girls Club	19,240	19,240	0
600.05 · Community Health Systems, Inc.	30,000	30,000	0
600.07 · Fbk Senior Citizens Srvc Club	31,250	31,250	0
600.08 · Fallbrook Smiles Project	22,545	22,545	0
600.11 · Palomar Family Counseling Srvc	16,856	16,856	0
600.17 · Foundation for Senior Care	71,840	71,840	0
600.18 · Fallbrook Food Pantry	32,500	32,500	0
600.33 · REINS Therapeutic Prgm	24,716	24,716	0
600.37 · Trauma Intervention Prgm of SD	2,500	2,500	0

Report 3

**FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget**

July 2019

	Jul 19	Budget	\$ Over Bu...
600.46 · Mental Health Systems, Inc.	2,534	2,534	0
600.51 · North County C.E.R.T. Inc.	1,305	1,305	0
600.57 · NC Fire Protection District	0	26,250	(26,250)
600.58 · Michelle's Place	8,041	8,041	0
600.60 · D'Vine Path, Inc.	1,910	1,910	0
600.61 · San Diego North County Lions	5,000	5,000	0
600.62 · Neighborhood Healthcare	3,750	3,750	0
Total 600 · Community Health Contracts	282,741	308,991	(26,250)
800 · District Direct Care Services			
800.02 · Med+ Urgent Care	10,000	8,000	2,000
Total 800 · District Direct Care Services	10,000	8,000	2,000
Total Expense	368,081	398,244	(30,162)
Net Ordinary Income	(339,656)	(346,444)	6,787
Net Income	(339,656)	(346,444)	6,787

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss - Approved Annual Budget Overview
 July 2019 through June 2020

	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	TOTAL Jul '19 - Jun 20
Ordinary Income/Expense													
Income													
400 · District													
402 · Property tax revenue	26,000	15,000	68,000	152,000	635,000	350,000	50,000	50,000	430,000	200,000	40,000	30,000	2,046,000
403 · Interest / Dividends	17,500	17,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	16,500	200,000
406 · Unearned Inc (Loss) - Cal Trust	2,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	35,000
Total 400 · District	45,500	35,500	87,500	171,500	654,500	369,500	69,500	69,500	449,500	219,500	59,500	49,500	2,281,000
460 · Lease Income													
460.01 · Med+ Urgent Care (formerly A+)	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	33,600
460.03 · Rock Rose School	3,500	3,500	3,500	3,500	3,500	3,500	0	0	0	0	0	0	21,000
Total 460 · Lease Income	6,300	6,300	6,300	6,300	6,300	6,300	2,800	2,800	2,800	2,800	2,800	2,800	54,600
Total Income	51,800	41,800	93,800	177,800	660,800	375,800	72,300	72,300	452,300	222,300	62,300	52,300	2,335,600
Gross Profit	51,800	41,800	93,800	177,800	660,800	375,800	72,300	72,300	452,300	222,300	62,300	52,300	2,335,600
Expense													
500 · Admin. Expenses & Overhead													
500.10 · Salaries	21,337	21,337	21,337	21,337	21,337	21,337	21,337	21,337	21,337	21,337	21,337	21,337	256,040
500.12 · Payroll Taxes	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000
500.14 · W/C Insurance	146	146	146	146	146	146	146	146	146	146	146	146	1,750
500.15 · Employee Health & Welfare	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	32,000
500.16 · Board Stipends	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
500.17 · Education & Conferences	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
500.18 · Dues & Subscriptions	8,811	199	100	6,000	110	50	180	100	300	300	300	150	16,600
500.19 · Insurance - General	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	2,052	24,620
500.20 · Independent Accounting Services	667	667	667	667	667	667	667	667	667	667	667	667	8,000
500.21 · Annual Independent Audit	0	9,000	0	0	0	0	0	0	0	0	0	0	9,000
500.23 · General Counsel	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000
500.25 · Office Expense													
01 · Communications	517	517	517	517	517	517	517	517	517	517	517	517	6,200
02 · I.T. and Website services	500	500	500	500	500	500	500	500	500	500	500	500	6,000
03 · Refreshments	125	125	125	125	125	125	125	125	125	125	125	125	1,500
04 · Office Expenses	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
05 · LAFCO Admin fees	1,367	0	0	0	0	0	0	0	0	0	0	0	1,367
06 · Independent Contract Services	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Total 500.25 · Office Expense	8,509	7,142	7,142	7,142	7,142	7,142	7,142	7,142	7,142	7,142	7,142	7,142	87,067
500.27 · Depreciation	817	817	817	817	817	817	817	817	817	817	817	817	9,800
500.29 · Dist Promotions & Publications	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
500.32 · Consultant Fees	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
500.33 · Copier Lease	783	783	783	783	783	783	783	783	783	783	783	783	9,400
500.36 · Accrued Vacation & Sick Leave	583	583	583	583	583	583	583	583	583	583	583	583	7,000
500.40 · Video/AV Equipment	0	0	0	10,000	0	0	0	0	0	0	0	0	10,000
Total 500 · Admin. Expenses & Overhead	58,038	57,058	47,959	63,859	47,969	47,909	48,039	47,959	48,159	48,159	48,159	48,009	611,277
570 · Mgmt./Maint. - E. Mission Road													
570.02 · Gas & Electric	625	625	625	625	625	625	625	625	625	625	625	625	7,500
570.03 · Water	208	208	208	208	208	208	208	208	208	208	208	208	2,500
570.04 · Waste Management	0	75	0	75	0	75	0	75	0	75	0	75	450
570.06 · Landscape - Grounds Environment	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
570.07 · Custodial Services	390	390	390	390	390	390	390	390	390	390	390	390	4,680
570.08 · Architect Expense	0	0	0	0	0	5,000	0	4,000	0	4,000	0	0	13,000
570.09 · Land Use - Permitting	0	0	0	0	0	5,000	0	4,000	0	4,000	0	0	13,000
570.10 · Maintenance Services & Repairs	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
570.12 · Fire Alarm System	250	250	250	250	250	250	250	250	250	250	250	250	3,000
570.23 · General Counsel	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
570.25 · Office Expense													
25.02 · I.T. & Website Services	125	125	125	125	125	125	125	125	125	125	125	125	1,500
25.04 · Office Expenses	750	750	750	750	750	750	750	750	750	750	750	750	9,000
25.06 · Independent Contract Services	417	417	417	417	417	417	417	417	417	417	417	417	5,000
Total 570.25 · Office Expense	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	1,292	15,500

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss - Approved Annual Budget Overview
 July 2019 through June 2020

	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	TOTAL Jul '19 - Jun 20
570.29 · Dist. Promotions & Publications	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
570.32 · Consultant Fees	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Total 570 · Mgmt./Maint. - E. Mission Road	13,515	13,590	13,515	13,590	13,515	23,590	13,515	21,590	13,515	21,590	13,515	13,590	188,630
590 · Mgmt./Maint. - S. Brandon Road													
590.01 · Property Manager	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
590.02 · Gas & Electric	833	833	833	833	833	833	833	833	833	833	833	833	10,000
590.03 · Water	250	250	250	250	250	250	250	250	250	250	250	250	3,000
590.04 · Waste Management	0	75	0	75	0	75	0	75	0	75	0	75	450
590.06 · Landscape - Grounds Environment	917	917	917	917	917	917	917	917	917	917	917	917	11,000
590.07 · Custodial Services	667	667	667	667	667	667	667	667	667	667	667	667	8,000
590.08 · Elevator	208	208	208	208	208	208	208	208	208	208	208	208	2,500
590.09 · Vehicle Expenses	0	222	0	0	378	0	0	0	0	0	0	0	600
590.10 · Maintenance Services & Repairs	417	417	417	417	417	417	417	417	417	417	417	417	5,000
590.11 · Medical Records Store & Service	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	22,000
590.12 · Fire Alarm System	83	83	83	83	83	83	83	83	83	83	83	83	1,000
590.13 · Renovations / Improvements													
.13.01 · Architect Expense	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Total 590.13 · Renovations / Improvements	833	833	833	833	833	833	833	833	833	833	833	833	10,000
Total 590 · Mgmt./Maint. - S. Brandon Road	7,292	7,589	7,292	7,367	7,670	7,367	7,292	7,367	7,292	7,367	7,292	7,367	88,550
600 · Community Health Contracts													
600.02 · Fbk Citizens Crime Prevention	2,825	0	0	0	2,825	0	0	2,825	0	0	2,825	0	11,300
600.03 · Be Well Therapy, Inc.	5,929	0	0	0	5,929	0	0	5,929	0	0	5,929	0	23,714
600.04 · Boys & Girls Club	19,240	0	0	0	10,000	0	0	10,000	0	0	10,000	0	49,240
600.05 · Community Health Systems, Inc.	30,000	0	0	0	30,000	0	0	30,000	0	0	30,000	0	120,000
600.07 · Fbk Senior Citizens Srvc Club	31,250	0	0	0	31,250	0	0	31,250	0	0	31,250	0	125,000
600.08 · Fallbrook Smiles Project	22,545	0	0	0	22,545	0	0	22,545	0	0	22,545	0	90,180
600.11 · Palomar Family Counseling Srvc	16,856	0	0	0	16,856	0	0	16,856	0	0	16,856	0	67,423
600.17 · Foundation for Senior Care	71,840	0	0	0	71,840	0	0	71,840	0	0	71,840	0	287,362
600.18 · Fallbrook Food Pantry	32,500	0	0	0	32,500	0	0	32,500	0	0	32,500	0	130,000
600.33 · REINS Therapeutic Prgm	24,716	0	0	0	24,716	0	0	24,716	0	0	24,716	0	98,865
600.37 · Trauma Intervention Prgm of SD	2,500	0	0	0	2,500	0	0	2,500	0	0	2,500	0	10,000
600.46 · Mental Health Systems, Inc.	2,534	0	0	0	2,534	0	0	2,534	0	0	2,534	0	10,137
600.51 · North County C.E.R.T. Inc.	1,305	0	0	0	1,305	0	0	1,305	0	0	1,305	0	5,220
600.57 · NC Fire Protection District	26,250	0	0	0	26,250	0	0	26,250	0	0	26,250	0	105,000
600.58 · Michelle's Place	8,041	0	0	0	8,041	0	0	8,041	0	0	8,041	0	32,162
600.60 · D'Vine Path, Inc.	1,910	0	0	0	1,910	0	0	1,910	0	0	1,910	0	7,640
600.61 · San Diego North County Lions	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
600.62 · Neighborhood Healthcare	3,750	0	0	0	3,750	0	0	3,750	0	0	3,750	0	15,000
Total 600 · Community Health Contracts	308,991	0	0	0	294,751	0	0	294,751	0	0	294,751	0	1,193,243
800 · District Direct Care Services													
800.02 · Med+ Urgent Care	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	96,000
800.03 · North County Fire JPA EMSO/Amb.	0	0	0	8,889	8,889	8,889	8,889	8,889	8,889	8,889	8,889	8,889	80,000
800.04 · NC Fire JPA Public Comm.	0	0	0	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	30,000
Total 800 · District Direct Care Services	8,000	8,000	8,000	20,222	20,222	20,222	20,222	20,222	20,222	20,222	20,222	20,222	206,000
Total Expense	395,835	86,237	76,766	105,038	384,127	99,088	89,068	391,889	89,188	97,338	383,939	89,188	2,287,700
Net Ordinary Income	(344,035)	(44,437)	17,034	72,762	276,673	276,712	(16,768)	(319,589)	363,112	124,962	(321,639)	(36,888)	47,900
Net Income	(344,035)	(44,437)	17,034	72,762	276,673	276,712	(16,768)	(319,589)	363,112	124,962	(321,639)	(36,888)	47,900

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp
August 07, 2019

FALLBROOK REGIONAL HEALTH DISTRICT

ADMINISTRATOR
P.O. BOX 2587
FALLBROOK, CA 92088

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

July 2019 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
7/15/2019	7/12/2019	QRD	1611270	SYSTEM	8,925.37

Account Summary

Total Deposit:	8,925.37	Beginning Balance:	1,365,850.41
Total Withdrawal:	0.00	Ending Balance:	1,374,775.78



CalTRUST
 c/o Gemini Fund Services LLC
 PO Box 541150
 Omaha, NE 68154-9150
 www.caltrust.org
 Email: CalTRUSTSupport@thegeminicompanies.com
 Fax: 402-963-9094
 Phone: 833-CALTRUST (225-8787)

Investment Account Summary

07/01/2019 through 07/31/2019

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Jul 31 (\$)	Value on Jul 31 (\$)	Average Cost Amount (\$)	Cumulative Unrealized Gain/(Loss) (\$)
FALLBROOK REGIONAL HEALTH DISTRICT						
CalTRUST Medium Term Fund		695,515.293	10.05	6,989,928.69	6,974,635.57	15,293.12
Portfolios Total value as of 07/31/2019				6,989,928.69		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
		FALLBROOK REGIONAL HEALTH DISTRICT			Account Number:			
CalTRUST Medium Term Fund								
Beginning Balance	07/01/2019			694,111.631	10.08	6,996,645.24		
Accrual Income Div Reinvestment	07/31/2019	14,106.80	1,403.662	695,515.293	10.05	6,989,928.69	0.00	0.00
Unrealized Gain/(Loss)						(20,823.35)		
Closing Balance as of	Jul 31			695,515.293	10.05	6,989,928.69		

FALLBROOK REGIONAL HEALTH DISTRICT
Property Tax Revenue - Fiscal Year to Date
 July 2019

<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Balance</u>
400. · District				
402 · Property tax revenue				
Gener...	07/31/19		30,918.85	30,918.85
Total 402 · Property tax revenue			30,918.85	30,918.85
Total 400. · District			30,918.85	30,918.85
TOTAL			30,918.85	30,918.85

FALLBROOK REGIONAL HEALTH DISTRICT
Check Detail Report - July 2019

Type	Date	Num	Name	Memo	Amount
102.3 - Cash in Bank-P.W. Oper. Acct.					
Che...	07/01/19	10659	A+ Urgent Care, Inc.	June 2019 subsidy per 4/...	-10,000.00
Bill ...	07/01/19	10657	Aztec Fire & Safety, L...	Fire sprinkler system repa...	-3,049.44
Bill ...	07/01/19	10660	Aztec Fire & Safety, L...	Valve replacement repair ...	-285.00
Bill ...	07/01/19	10661	L & M Enterprises, Inc.	June bookkeeping	-4,975.00
Bill ...	07/01/19	10662	SDG&E - East Missio...	5182 613 597 1	-288.19
Bill ...	07/01/19	10663	SDG&E FHD - 6994	40605976994	-486.78
Che...	07/02/19		Microsoft Office	Microsoft Office monthly s...	-49.50
Che...	07/03/19	10686	Cash	Replenish Petty Cash	-250.00
Che...	07/03/19	10687	Linda Bannerman	Reimbursement for Denta...	-215.52
Bill ...	07/03/19	10688	Aztec Cleaning & Mai...	Office cleaning - Inv. 250...	-180.00
Bill ...	07/03/19	10689	Glennie's Office Prod...	6493	-20.75
Bill ...	07/03/19	10690	Kathleen Bogle		-1,600.00
Bill ...	07/03/19	10691	Key, Darren	Labor to remodel staff bre...	-195.00
Bill ...	07/03/19	10692	L & M Enterprises, Inc.	Reimbursement: Adobe ...	-67.96
Bill ...	07/03/19	10693	Pitney Bowes - Lease	0018137865	-77.32
Bill ...	07/03/19	10694	Scott & Jackson Esq.	Professional services Jun...	-10,690.00
Che...	07/08/19	10664	Be Well Therapy	CHC 338 - Pmt. 1 of 4	-5,928.50
Che...	07/08/19	10665	Boys & Girls Club	CHC 339 - PMT 1 OF 1	-9,240.00
Che...	07/08/19	10666	Boys & Girls Club - T...	CHC 340 - PMT. 1 of 4	-10,000.00
Che...	07/08/19	10667	Community Health Sy...	CHC 341 - PMT. 1 OF 4	-30,000.00
Che...	07/08/19	10668	D'vine Path, Inc.	CHC 342 - PMT. 1 OF 4	-1,910.00
Che...	07/08/19	10669	San Diego North Cou...	CHC 343 - PMT. 1 OF 1	-5,000.00
Che...	07/08/19	10670	Fallbrook Citizens - F...	CHC 344 - PMT. 1 OF 4	-2,825.00
Che...	07/08/19	10671	Fallbrook Food Pantry	CHC 345 - PMT. 1 OF 4	-32,500.00
Che...	07/08/19	10672	Foundation for Senior...	CHC 346 - PMT. 1 OF 4	-15,572.00
Che...	07/08/19	10673	Foundation for Senior...	CHC 347 - PMT. 1 OF 4	-10,438.74
Che...	07/08/19	10674	Foundation for Senior...	CHC 348 - PMT. 1 OF 4	-23,644.87
Che...	07/08/19	10675	Foundation for Senior...	CHC 349 - PMT. 1 OF 4	-22,184.87
Che...	07/08/19	10676	Fallbrook Senior Citiz...	CHC 350 - PMT. 1 OF 4	-31,250.00
Che...	07/08/19	10677	Fallbrook Smiles Proj...	CHC 351 - PMT. 1 OF 4	-22,545.00
Che...	07/08/19	10678	Mental Health Syste...	CHC 352 - PMT. 1 OF 4	-2,534.25
Che...	07/08/19	10679	Michelle's Place	CHC 353 - PMT. 1 OF 4	-8,040.50
Che...	07/08/19	10680	Neighborhood Health...	CHC 354 - PMT. 1 OF 4	-3,750.00
Che...	07/08/19	10681	NORTH COUNTY C....	CHC 355 - PMT. 1 OF 4	-1,305.00
Che...	07/08/19	10682	Palomar Family Coun...	CHC 356 - PMT. 1 OF 4	-16,855.75
Che...	07/08/19	10683	Reins	CHC 357 - PMT. 1 OF 4	-15,000.00
Che...	07/08/19	10684	Reins	CHC 358 - PMT. 1 OF 4	-9,716.25
Che...	07/08/19	10685	Trauma Intervention ...	CHC 359 - PMT. 1 OF 4	-2,500.00
Che...	07/10/19	10695	Pamela Knox	Reimburse - Dental, July -...	-215.22
Che...	07/12/19	10696	Pamela Knox	REIMBURSEMENTS: W...	-61.38
Bill ...	07/12/19	10697	AA Beekeeper	Invoice 3724; Mission Ro...	-800.00
Bill ...	07/12/19	10698	AT&T U-Verse - com...	146524365	-64.70
Bill ...	07/12/19	10699	Aztec Cleaning & Mai...	Office cleaning - Inv. 250...	-180.00
Bill ...	07/12/19	10700	CSDA-State	1589	-10.00
Bill ...	07/12/19	10701	Holmes, Rob	June 2019 stmt. - Sidewal...	-1,375.00
Bill ...	07/12/19	10702	Iron Mountain SX-302	SX302/Fallbrook Hosp.	-2,273.03
Bill ...	07/12/19	10703	Quest Diagnostics	Inv. 9182707410; Client 9...	-8.00
Bill ...	07/12/19	10704	Streamline	Website monthly fee - Jul...	-200.00
Bill ...	07/12/19	10705	Termin-8 Pest Control		-250.00
Bill ...	07/12/19	10706	TRL Systems, Inc.	FAL004	-2,240.00
Bill ...	07/15/19	10707	Ahrend Studios	Inv. 016522; staff website...	-134.69
Bill ...	07/15/19	10708	Ascent Elevator Servi...	Inv. 33398; maintenance	-191.00
Bill ...	07/15/19	10709	AT&T U-Verse - com...	146524365	-54.27
Bill ...	07/15/19	10710	Aztec Cleaning & Mai...	Office cleaning - Inv. 250...	-180.00
Bill ...	07/15/19	10711	CalPERS	1559595490	-2,298.59

Type	Date	Num	Name	Memo	Amount
Bill ...	07/15/19	10712	Payne, Jonathan	Inv. 383890; Mission Roa...	-150.00
Che...	07/19/19	10713	Rachel Mason-Runn...	Reimbursement-paint & s...	-165.21
Che...	07/19/19	10714	Rachel Mason-Runn...	Reimbursement-dental in...	-139.84
Che...	07/19/19	10715	Rachel Mason-Runn...	Reimbursement-CSDA Le...	-1,567.04
Che...	07/19/19	10716	Mireya Banuelos	Reimbursement-Fallbrook...	-44.30
Bill ...	07/22/19	10717	Touchbase	344664	-62.11
Bill ...	07/24/19	10718	AT&T - phone lines	7607318344-481 5	-225.92
Bill ...	07/24/19	10719	Aztec Cleaning & Mai...	Office cleaning - Inv. 250...	-180.00
Bill ...	07/24/19	10720	Konica Minolta Leasi...	061-0116888-000	-810.14
Bill ...	07/24/19	10722	Ramirez Landscapin...		-1,100.00
Bill ...	07/24/19	10721	Sun Realty		-1,660.06
Bill ...	07/29/19	10723	County of SD-Treasu...	219-6240037	-95.00
Bill ...	07/29/19	10724	FPUD - 7720-001	7720-001	-165.28
Bill ...	07/29/19	10725	FPUD - 7721-000	7721-000	-54.10
Bill ...	07/29/19	10726	FPUD - Wellness Ce...	7720-002	-54.10
Bill ...	07/29/19	10727	SDG&E - East Missio...	VOID: 5182 613 597 1 - P...	-320.33
Bill ...	07/29/19	10728	SDG&E FHD - 6994	40605976994	-726.08
Che...	07/30/19		Deluxe Check Printing	CHECKS REORDERED	-306.38
Total 102.3 · Cash in Bank-P.W. Oper. Acct.					-333,532.96
TOTAL					-333,532.96



**MINUTES
FINANCE COMMITTEE**

**Wednesday, August 7, 2019 at 5:30 P.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028**

1. Call to Order/Roll Call

Chair Jennifer Jeffries called the meeting to order at 5:31 p.m.

Committee Members Present: Jennifer Jeffries & Barbara Mroz

Others Present: Executive Director: Rachel Mason; Administrative Assistant: Linda Bannerman; Accountant: Kathy Bogle; Bookkeeper: Wendy Lyon; Susan Woodward and Thomas Stuver. Howard Salmon and Kate Schwartz-Frates arrived during the meeting.

2. Public Comments

None

3. Review of Financial Statements for June 2019

1) Balance Sheet Comparison of June to May

Total Liabilities and Equity May \$12,718,911.46

Total Liabilities and Equity June \$12,716,559.92 resulting in a decrease month-to-month of \$2,352.54

2) Income Statement for the Month Ended June 30, 2019 & Fiscal Year to Date

The 2018-19 approved budget projected an income of \$2,210,176.

Total Income through June was \$2,328,473, exceeding projected income by \$118,297.

Net income for July 2018 to June 2019 was \$130,681.

3) Profit & Loss Actual vs Budget July 2018 through June 2019

Based on the approved budget, the District is to date:

- Over budget by \$26,373 in the area of administrative expenses and overhead due to unexpected personnel costs and necessary legal and demographic assistance with the formation of the District zoned voting map.

The Year-to-Date net income was \$130,681. The CalTRUST account reports unrealized income of \$89,930.

4) Profit & Loss – Approved Annual Budget Overview July 2018 – June 2019

This report is available on the District website.

5) Local Agency Investment Fund (LAIF) Statement – June 2019

The LAIF balance was \$1,365,850.41, reflecting no quarterly interest nor transfers from the Community Investment Fund to the FRHD Operating Account.

6) CalTrust Statement – June 2019

The CalTRUST balance of \$6,996,645 reflects a one month increase due to dividends and interest of \$12,326.

Of note: The District pays less than 0.25% for the management of these accounts. It is paid quarterly.

7) Property Tax Revenue – fiscal year to date

Property Tax Revenue Fiscal Year-to-Date was \$1,972,692. This reflects two payments in June totaling \$26,083.

The District budget projected 2018-19 property tax revenue of \$2,056,367; a shortfall of \$83,675 or 4% less than projected.

8) Check Detail as of – June 2019

This report is available on the District website.

9) Checkbook Report as of – June 2019

The beginning balance in the Community Investment Fund was \$9,559,160. Funds spent on overhead and wellness initiatives totaled \$9,979, leaving an ending balance of \$9,549,180.

4. Discussion Items

a. Revised Fiscal Year 2019-2020 Budget

Following approval of the annual 2019-2020 budget in May, it was determined that revision was needed for three reasons. There were some additional ending year balances to consider, a \$35,000 increase in income that had not been considered and the spreadsheet did not fill all the cells correctly. A revised annual budget will be presented to the Board at the August Board meeting.

A brief discussion ensued regarding the process for approval of new staff positions. It was agreed that the Finance Committee would review justification for new staff positions and make recommendations to the Board as to whether the position should be approved.

Recommendation: The Finance Committee recommends to the Board approval of the revised budget. Packet to include narrative and the three reasons for revision.

5. Adjournment

There being no further business, the meeting was adjourned at 5:54 p.m.

Jennifer Jeffries, Chair

Board Secretary/Clerk

Fallbrook Regional HEALTH DISTRICT

MINUTES STRATEGIC PLANNING COMMITTEE

Friday, August 9, 2019 at 1:30 P.M.
Community Room, 138 S. Brandon Rd., Fallbrook CA 92028

1. Call to Order/Roll Call

Chair Howard Salmon called the meeting to order at 1:32 p.m.

Committee Members Present: Howard Salmon and Jennifer Jeffries

Executive Director: Rachel Mason

Staff Members: Linda Bannerman and Mireya Banuelos

2. Public Comments

None

3. Discussion Items

a. Health & Wellness Center Planning Process

Chair Howard Salmon said committee members and the Executive Director had met with a consultant to discuss what a qualified consultant could contribute toward the planning for the health & wellness center. Discussion ensued.

Recommendation: The Strategic Planning Committee recommended to the Board that the District consider: 1) a health & wellness center development consultant for the E. Mission property project and 2) directing staff to search for, identify and bring qualified candidates for consideration.

4. Adjournment

There being no further business, the meeting was adjourned at 1:38 p.m.

Howard Salmon, Chair

Board Secretary/Clerk

Fallbrook Regional HEALTH DISTRICT

MINUTES REGULAR BOARD MEETING Wednesday, August 14, 2019, 6:00 p.m.

NEW MEETING LOCATION Administrative Office, 1st Floor Community Room, 138 S. Brandon Rd., Fallbrook

Director William Leach will join the meeting remotely by teleconference pursuant to government Code Section 54953 from the following location: 17550 Bernardo Oaks Dr, San Diego, CA 92128.

A. CALL MEETING TO ORDER – PLEDGE OF ALLEGIANCE

Chairman Howard Salmon called the meeting to order at 6:02 p.m. and led the Pledge of Allegiance.

Board members present Howard Salmon, Jennifer Jeffries and Kate Schwartz-Frates. Bill Leach joined the meeting by teleconference.

Board member absent: Barbara Mroz.

Also present: Executive Director Rachel Mason; Legal Counsel Jeffrey Scott and staff members Linda Bannerman, Mireya Banuelos, Pamela Knox. Bookkeeper Wendy Lyon and Accountant Kathy Bogle were also in attendance.

B. ADDITIONS TO AGENDA

None

C. BOARD MEMBER AND PUBLIC COMMENTS

Director Jeffries noted that she had attended the Foundation for Senior Care Veteran's Pinning Ceremony on August 14th, the day WWII ended. Thirteen veterans were in attendance. She said it was an impressive, emotionally moving ceremony.

D. CONSENT ITEMS

- D1. Approval of June 2019 Financial Statements
- D2. Minutes of June 5, 2019 Finance Committee Meeting
- D3. Minutes of June 12, 2019 Regular Board Meeting
- D4. Minutes of June 19, 2019 Strategic Planning Committee Meeting
- D5. Minutes of June 19, 2019 Special Board Meeting/Public Forum
- D6. Minutes of June 28, 2019 Special Board Meeting
- D7. Minutes of June 28, 2019 Governmental & Public Relations Committee Meeting
- D8. Approval of July 2019 Financial Statements
- D9. Minutes of July 3, 2019 Finance Committee Meeting
- D10. Minutes of July 17, 2019 Strategic Planning Committee Meeting

No member of the Board requested that any item be pulled for further discussion.

Action: On motion duly made, seconded and carried, the Board approved the above listed Consent Items as presented by the following roll call vote:

Director Jeffries – Aye

Director Schwartz-Frates – Aye

Director Leach – Aye

Director Salmon Aye

Director Mroz – Absent

E. REPORTS

- E1. Finance Committee – Directors Jeffries and Mroz
Chair Jennifer Jeffries said at the Finance Committee meeting on August 7th, the committee reviewed the financial statements through June 2019 as follows:
- 1) Balance Sheet Comparison of June to May
Total Liabilities and Equity May \$12,718,911.46
Total Liabilities and Equity June \$12,716,559.92 resulting in a decrease month-to-month of \$2,352.54
 - 2) Income Statement for the Month Ended June 30, 2019 & Fiscal Year to Date
The 2018-19 approved budget projected an income of \$2,210,176.
Total Income through June was \$2,328,473, exceeding projected income by \$118,297.
Net income for July 2018 to June 2019 was \$130,681.
 - 3) Profit & Loss Actual vs Budget July 2018 through June 2019
Based on the approved budget, the District is to date:
 - Over budget by \$26,373 in the area of administrative expenses and overhead due to unexpected personnel costs and necessary legal and demographic assistance with the formation of the District zoned voting map.
The Year-to-Date net income was \$130,681. The CalTRUST account reports unrealized income of \$89,930.
 - 4) Profit & Loss – Approved Annual Budget Overview July 2018 – June 2019
This report is available on the District website.
 - 5) Local Agency Investment Fund (LAIF) Statement – June 2019
The LAIF balance was \$1,365,850.41, reflecting no quarterly interest nor transfers from the Community Investment Fund to the FRHD Operating Account.
 - 6) CalTrust Statement – June 2019
The CalTRUST balance of \$6,996,645 reflects a one month increase due to dividends and interest of \$12,326.
Of note: The District pays less than 0.25% for the management of these accounts. It is paid quarterly.
 - 7) Property Tax Revenue – fiscal year to date
Property Tax Revenue Fiscal Year-to-Date was \$1,972,692. This reflects two payments in June totaling \$26,083.
The District budget projected 2018-19 property tax revenue of \$2,056,367; a shortfall of \$83,675 or 4% less than projected.
 - 8) Check Detail as of – June 2019
This report is available on the District website.
 - 9) Checkbook Report as of – June 2019
The beginning balance in the Community Investment Fund was \$9,559,160. Funds spent on overhead and wellness initiatives totaled \$9,979, leaving an ending balance of \$9,549,180.
- Discussion Items
- a. Revised Fiscal Year 2019-2020 Budget
Following approval of the annual 2019-2020 budget in May, it was determined that revision was needed for three reasons. There were some additional ending year balances to consider, a \$35,000 increase in income that had not been considered and the spreadsheet did not fill all the cells correctly. A revised annual budget will be presented to the Board at the August Board meeting.
A brief discussion ensued regarding the process for approval of new staff positions. It was agreed that the Finance Committee would review justification for new staff positions and make recommendations to the Board as to whether the position should be approved.
The Finance Committee recommended to the Board approval of the revised budget.

- E2. Gov't and Public Engagement Committee – Directors Schwartz-Frates and Mroz
 Chair Schwartz-Frates said this committee last met on June 28th and discussed the redistricting process and the seven public meetings held for community input which led to the decision to adopt the “yellow” map. She said the District appreciates the public input. Community engagement surveys had been sent to health providers, the public and the District's schools. She asked Community Health Coordinator Mireya Banuelos to provide an update. It was noted there were a small number of responses and no conclusions can be made from them alone. The top three items participants named were support groups, exercise classes and education classes. They specifically wanted water exercise. There was no mention of a community garden as a result of the survey.
 A meeting took place with representatives from HHSA of San Diego to discuss the Live Well program and any others that might be compatible with the development of the 1636 E. Mission Road property. Chuck Matthews indicated they would support our efforts whenever possible. Ms. Banuelos was asked to review community outreach programs and she noted that she is a Fallbrook Chamber of Commerce Ambassador and attends many of their functions on behalf of the District. Woman of Wellness occurs each month as does the Community Collaborative for Health & Wellness. In August the District supported an event at the Fallbrook Family Health Center. In September, the annual free prostate cancer screening takes place. Director Jeffries had contacted the schools and reported their responses as follows: There were three main priorities identified. 1. Student and family activities to promote physical fitness and good nutritional habits. 2. Family activities to support parents in managing modern day challenges; e.g. use of technology, setting family standards, especially for pre-teens and family group counseling with a focus on common issues that impede educational and social progress (emphasis on prevention). 3. A Spanish language component is necessary to reach all students and families. Vallecitos school in Rainbow asked for vaccination support.
- E3. Facilities Committee – Directors Leach and Mroz
 No report
- E4. Strategic Planning Committee – Directors Salmon and Jeffries
 Chair Howard Salmon said the Strategic Planning Committee had met on August 19 for a single agenda item. Following discussion, a recommendation was made for the Board to pursue proposals to assist FRHD in planning the health and wellness center, directing staff to coordinate potential consultants and gather information for the Board to review, including information regarding the typical range of fees these consultants would likely require.
- E5. Executive Director – Rachel Mason
 Rachel Mason said multiple items of deferred maintenance at the E. Mission Road property and the Brandon Street property have been in process. She said the bidding process was used for the re-roofing projects and the sealed bids would be due August 28th.
 Regarding the sidewalk project, it is back on track with the help of Rob Holmes and can begin in late August.
 Community Events include the Open House at Crestwood's Fallbrook Healing Facility on August 21st.
 Lastly, both the California Special District's Association (CSDA) and the Association of California Health Districts (ACHD) have their annual meetings scheduled for September and October respectively.
- E6. General Counsel – Jeffrey Scott
 Jeffrey Scott recommended that members of the board attend the ACHD Annual Meeting if possible. He said it is educational and very worthwhile

F. DISCUSSION ITEMS

- F1. Review coordination of director visits to Community Health Contract recipients
Community Health Coordinator Mireya Banuelos had provided to each Director a schedule of visits to the Community Health Contract recipients. She invited them to join her and/or Executive Director Rachel Mason and asked them to let her know which recipients they would like to visit. Director Jeffries mentioned earlier that she attended the event sponsored by the Foundation for Senior Care and attested to the value of seeing first-hand their efforts and services.
- F2. Review engagement of services of a consultant to assist with the development of the wellness facilities and programs
This agenda item had been previously addressed earlier in the meeting.
- F3. North County Fire Protection District (NCFPD) Ambulance Support Grant
Rachel Mason said the District had approved support for the NCFPD ambulance under the JPA with North County Fire Protection District. She said she met with legal counsel and it was determined that this type of support should be categorized under the Community Health Contracts, rather than the JPA. It was moved to the correct category in the revised budget.

G. ACTION ITEMS

- G1. Consideration and Adoption of Resolution No. 427 – Annual Statement of Investment Policy for FY 2019-2020 – 3rd Reading
Jeffrey Scott said in review of this resolution he noted a minor amendment that should be included in the resolution in order to be current with most recent amendments to the Government Code. He said under Section 6, Permissible Investments in the US Treasury bills and notes and the Federal agency obligations investments, the word “maximum” should be added before “5 years” and he recommended a motion to that effect prior to approval.
Action: On motion duly made, seconded and carried by roll call vote, to amend Resolution 427 to include the word “maximum” as described above.
Director Salmon – Aye
Director Jeffries – Aye
Director Schwartz-Frates – Aye
Director Leach – Absent (Teleconference call dropped)
Director Mroz – Absent
- G2. Approval of Revised Fiscal Year 2019-2020 Budget
Director Jeffries said the 2019-2020 Annual Budget had already been approved at the May meeting of the Board of Directors. However, subsequent to that approval some discrepancies were discovered, and she asked Rachel Mason to provide an overview.
Rachel Mason said there were some additional ending year balances to consider, a \$35,000 increase in income that had not been considered and the spreadsheet did not fill all the cells correctly. She said the Finance Committee recommended approval of the revised budget.
Action: On motion duly made, seconded and carried, the Board approved the Revised Fiscal Year 2019-2020 Budget by the following roll call vote.
Director Salmon – Aye
Director Jeffries – Aye
Director Schwartz-Frates – Aye
Director Leach – Absent
Director Mroz – Absent

- G3. Special District Election Ballot – San Diego County Consolidated Redevelopment Oversight Board
Chairman Salmon said LAFCO had sent a ballot for the above referenced board. Discussion ensued.
Action: It was moved, seconded and carried to vote for Bob Ayres of Grossmont Healthcare District by the following roll call vote:
Director Jeffries – Aye
Director Schwartz-Frates – Aye
Director Salmon – Aye
Director Leach – Absent
Director Mroz – Absent

H. ITEMS FOR SUBSEQUENT MEETINGS

- H1. Other Director/Staff discussion items
H1a. Item(s) for future board agendas
H1b. Announcements of upcoming events:
 - Community Collaborative for Health & Wellness Committee (CCH&W) meeting – 3rd Wednesday, August 21, 10:30am-noon, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - Strategic Planning Committee meeting – Wednesday, August 21, 5:00pm, Community Room, 138 S. Brandon Rd., Fallbrook
 - Finance Committee meeting – 1st Wednesday, September 4, 5:30pm, FRHD Administrative Office, Board Conference Room, 138 S. Brandon Rd., Fallbrook
 - Woman of Wellness – 1st Thursday, September 5, 6:00 – 7:30pm, Fallbrook Library
- H2. Next Regular Board meeting – 2nd Wednesday, September 11, 6:00pm, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook

I. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:03 p.m.

Howard Salmon, Chair

Board Secretary/Clerk

REPORTS

EXECUTIVE DIRECTOR'S REPORT - SEPTEMBER

Facilities:

Admin - Brandon Rd:

- We are getting costs for a security door to be installed at the base of the stairwell. – To be addressed at Facilities on 9/13
- The AV vendor proposal will be forwarded to Facilities. The purpose is to make the Community Room a "Smart Room" so community trainings can be facilitated.

Sidewalk project – Survey of the project found concerns with the initial grade on our plans. The fire hydrant, FPUD backflow pipes, and drainage are being redesigned with the paving contractor and FPUD. The change orders are being addressed and the project is slowly moving forward. Our consultant, Rob Homes has been invaluable on this process.

Urgent Care - Signage has been designed and will be presented to the County for approved.

Community Events:

- Annual Prostate Screening event – Pam Know can update us
- Fallbrook Community Planning Group meeting will be held on 9/16 at 7pm for consideration of our Major Use Permit of the 1636 E Mission property. Directors Salmon and Jefferies are confirmed to attend.
- Supervisor Desmond's Revitalization meeting is scheduled for 9/17 at 9:45a. at FPUD.
- The Fallbrook Chamber of Commerce, State of the Chamber dinner is on 9/18 – Directors Jefferies and Howard will be in attendance along with Mireya and myself.

Community Health Contracts:

Mireya is still coordinating the CHC site visits for November – Board members are encouraged to visit along with staff to understand how the District's support is making a positive impact on the community.

CSDA (California Special Districts Association):

CSDA Annual Conference & Exhibitor Showcase, September 25 - 28, 2019.

Director Leach is registered to attend.

ACHD (Association of California Healthcare Districts):

The annual meeting will be held on Oct. 9- 11 in La Jolla. The registration link for the event was emailed to each board member – early registration ends on 9/8.

- Directors Schwartz-Frates, Salmon and Linda and I are confirmed as attendees.

NOTE LOCATION!



Thursday, September 5, 2019

Fallbrook Library

124 S. Mission Road

6:00 p.m.—Social & Refreshments

6:30 p.m.—7:30 p.m. Presentation/Door Prizes

Featured Presentation:

“What Zero Waste Means”

Please join us to learn what zero waste means, why it’s important and how anyone can incorporate it into their daily life with some simple switches.

Presenter:

Nicole Caudana, Adult Education Specialist

I Love A Clean San Diego

Free Event including Refreshments

Please plan to attend, bring a friend and

please bring a non-perishable food donation for the Food Pantry.

Questions? Contact Pam Knox at pknox@fallbrookhealth.org

Or call 760-731-9187

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Proud to be a partner of:



DISCUSSION ITEMS

DISCUSSION ITEMS

F1.

Board Meeting of October 9, 2019
(ACHD 65th Annual Meeting, October 9-11)
rescheduled to Tuesday, October 8, 2019

DISCUSSION ITEMS

F2.

Review Resolution 429 – Adopting Meeting Compensation Guidelines and a Policy of Six (6) Meetings Per Month

LAW OFFICES
JEFFREY G. SCOTT

16935 WEST BERNARDO DRIVE, SUITE 170
SAN DIEGO, CA 92127

JEFFREY G. SCOTT

(858) 675-9896
FAX (858) 675-9897

Of Counsel
JAMES R. DODSON

Date: September 6, 2019

To: Board of Directors
Rachel Mason, Executive Director

From: Jeff Scott, General Counsel

Re: Consideration of Resolution increasing the number of Compensable Meetings;
Revised Meeting Compensation Guidelines; and Ordinance increasing
Director Compensation

AB 2329 (Obernolte) was passed last year and amends Health & Safety Code section 32103. The new law allows for an increase in the number per month of compensable meetings for board members from five (5) to six (6). It also requires that the board on an annual basis adopt a written policy which substantiates the increase in meetings. In addition, the new law incorporates provisions in the Water Code that allows for an increase of 5% per year in the compensation amount provided notice of the public hearing at which the increase will be considered is published.

Attached for Board consideration is a draft Resolution and revised Meeting Compensation Guidelines (redline and clean versions), which incorporate the necessary findings for the increase in 5 to 6 meetings. In addition, the Guidelines have been clarified to conform with the legal requirements that compensable “meetings” and “occasions” must constitute the performance of official duties. Pursuant to Government Code section 53232.1 and 53237.1, mandatory ethics and harassment training every 2 years are the only eligible training/educational activities eligible for compensation.

Also attached for Board consideration is a draft Ordinance which incorporates the notice and hearing provisions of Water Code Section 20200 and which will allow for a \$5.00 increase (5%) beginning January 1, 2020.

The Finance Committee has reviewed the Resolution, Revised Compensation Guidelines and Ordinance and is recommending approval.

RESOLUTION NO. 429

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE FALLBROOK REGIONAL HEALTH DISTRICT
ADOPTING MEETING COMPENSATION GUIDELINES
AND A POLICY OF SIX (6) MEETINGS PER MONTH**

WHEREAS, Health & Safety Code section 32103 authorizes the payment to members of the Board of Directors (“Board”) of \$100 per meeting, not to exceed six (6) meetings per month, and allows payment of actual and necessary traveling and incidental expenses incurred in the performance of official business of the Fallbrook Regional Health District (“District”) as approved by the Board; and

WHEREAS, Health & Safety Code section 32103 provides that if Board members are compensated for more than five meetings per month, the Board must annually adopt a written policy describing, based on a finding supported by substantial evidence, why more than five meetings are necessary for the effective operations of the District; and

WHEREAS, Government Code section 53232.1 outlines the meetings in which Board members may receive compensation and requires that such meeting must constitute the performance of official duties; and

WHEREAS, the Board desires by this Resolution to adopt meeting compensation guidelines, a policy of six (6) meetings per month, and the guidelines for reimbursable expenses in accordance with Health & Safety Code section 32103 and Government Code section 53232.1

THEREFORE, BE IT RESOLVED by the Board of Directors as follows:

Section 1: The attached modifications to Policy #3010 Meeting Compensation Guidelines is incorporated into the District’s Policies and Procedures Manual.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Fallbrook Regional Health District on October 8, 2019, by the following roll call vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Howard Salmon, President, Board of Directors

ATTEST:

Bill Leach, Secretary, Board of Directors

DISCUSSION ITEMS

F3

Review Meeting Compensation Policy 3010

FALLBROOK REGIONAL HEALTH DISTRICT
POLICY MANUAL

Meeting Compensation Guidelines

The Local Healthcare District Law authorizes the payment to Board members of \$100 per meeting, not to exceed six (6) meetings per month, provided that if the District compensates its Board member for more than five (5) meetings per month, the Board must annually adopt a written policy based on findings supported by substantial evidence why more than five (5) meetings are necessary for the effective operation of the District. In accordance with Health & Safety Code section 32103, the Board finds that the following facts substantiates the increase from five (5) to six (6) compensable meetings and constitutes meetings and occasions in performance of official duties for which a Board member may receive payment.

1. The Fallbrook Regional Health District (FRHD) has a service area of approximately 110 square miles in Northern San Diego County and serves a population of almost 60,000 residents.
2. The Board of Directors is responsible for insuring that the unmet health care needs of the District residents are addressed, including providing approximately \$1 million annually to support community healthcare programs and services.
3. In addition to regular monthly Board meetings, the Board holds Special Meetings to focus on more specific community needs and projects. During fiscal year 2018/2019 the Board held over 30 Board meetings.
4. Board members also serve on at least 2 standing committees ranging from the Finance, Strategic Planning, Government & Public Engagement, and Facilities Committee.
5. In addition to Board and committee meetings, Board members, on behalf of the District, attend meetings, and educational conference workshops of organizations in which the District is a member including the Association of California Healthcare Districts and the California Special District Association.
6. In addition to attendance at mandatory ethics and harassment training, Board members also conduct inspection meetings of District Grantee's and attend meetings of non-political community groups that extend specific invitation to attend and which Board members actively participate in the programs and meetings.

Board member may receive payment for attendance at the following:

Attendance at Regular Board meetings, Special Board meetings, Standing Committee meetings and Board sanctioned meetings when attending as a representative of the FRHD and for trainings/educational activities which are required by law of members of a board of directors of a local agency in compliance with state mandated ethics training (Government Code 53232.1) and harassment training (Government Code 53237.1).

Sanctioned meetings also include:

- Events sponsored by other local, county, or state government agencies at which FRHD is expected and/or invited to be represented and officially participate in, on behalf of FRHD;
- Meetings and/or events of agencies of which FRHD is a member or subscribing participant and where FRHD is expected and/or invited to be represented. For example: Association of California Healthcare

Districts (ACHD); California Special Districts Association (CSDA); San Diego Chapter of CSDA;

and include occasions that constitute the performance of official duties, such as:

- FRHD sponsored special events such as Annual Health Fair, Community Collaborative Events (example: Community Collaborative Breakfast, Woman of Wellness monthly meetings and Grant Workshops.
- Activities promotional FRHD special events such as information booths, parades, distribution of information and/or materials for events;
- Conducting review and/or inspections of Executive Director coordinated site visits of grant program applicants and/or recipients.

Each representative attendance to be compensated at the rate of \$100.00 per meeting, with limit of six (6) meetings a month, as provided in Health and Safety Code Section 32103. Request for compensation for attendance at sanctioned meeting(s) must be presented on Request for Compensation (Form 2040B) in accord with SOP Administration Policy 2040.

Each member of the Board shall be allowed his or her actual necessary and reasonable traveling and incidental expenses in the performance of official business of the District. Travel expense (Form 2030A) or Request for Reimbursement (Form 2040A) forms must be completed and submitted to the Executive Director for payment to be generated.

A Director, at his or her discretion, may decline acceptance of compensation for Regular Board meetings, Special Board meetings and/or Standing Committee meetings and may decline to present Request for Compensation (Form 2040B) for sanctioned meetings.

Any questions regarding interpretation of these guidelines should be addressed to the FRHD's General Counsel.

DISCUSSION ITEMS

F4.

Review Ordinance No. 2 – Increasing Compensation of Directors

ORDINANCE NO. 2

**ORDINANCE OF THE BOARD OF DIRECTORS
OF THE FALLBROOK REGIONAL HEALTH DISTRICT
INCREASING COMPENSATION OF DIRECTORS**

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE FALLBROOK REGIONAL HEALTH DISTRICT (“District”) as follows:

Section 1. Health & Safety Code Section 32103(b) provides that the Board of Directors may, by ordinance adopted pursuant to Water Code Section 20200, increase the amount of compensation that may be received by Board members in an amount not to exceed five percent (5%), for each calendar year following the operative date of the last adjustment.

Section 2. Water Code Section 20203 requires that the ordinance increasing compensation must be considered after a public hearing and notice of the hearing shall be published in a newspaper of general circulation pursuant Government Code Section 6066.

Section 3. Notice of the public hearing was published once a week for two successive weeks with at least five days intervening between the respective publication dates with the period of notice commencing on the first day of publication and terminating at the end of the fourteenth day all in accordance with Government Code Section 6066.

Section 4. After the public hearing, the Board determined that each director shall receive compensation of \$105 for attending compensable board meetings in accordance with Policy #3010 of the Meeting Compensation Guidelines in the District Policies and Procedural Manual.

Section 5. This Ordinance shall become effective on January 1, 2020, and shall be published once a week for two (2) successive weeks in accordance with Government Code Section 6066 in a newspaper of general circulation within the District.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Fallbrook Regional Health District at a regular meeting held on October 8, 2019, by the following roll call vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Howard Salmon, Chairman

ATTEST:

Bill Leach, Secretary, Board of Directors

ACTION ITEMS

ACTION ITEMS

G1.

Approval of Updates to Joint Powers Agreement
Between Fallbrook Regional Health District
and North County Fire Protection District

**JOINT POWERS AGREEMENT
BETWEEN FALLBROOK REGIONAL HEALTH DISTRICT
AND NORTH COUNTY FIRE PROTECTION DISTRICT**

THIS JOINT POWERS AGREEMENT (“Agreement”) is entered into and executed as of September 24, 2019, by and between FALLBROOK REGIONAL HEALTH DISTRICT (“FRHD”), a California local healthcare district organized and operating under Health and Safety Code section 32000 et seq., and NORTH COUNTY FIRE PROTECTION DISTRICT (“NCFPD”), a California special district organized and operating under Health and Safety Code section 13800 et seq., pursuant to the Joint Exercise of Powers Act (Gov. Code, § 6500 et seq.).

RECITALS

- A. FRHD and NCFPD have each determined that they can best fulfill their respective missions of providing community health care service and emergency medical services by collaborating on operation and management by working together to exercise certain powers.
- B. FRHD and NCFPD have determined that working together to provide health care services and emergency care services to the communities served by FRHD and NCFPD will provide substantial benefits to each party and to the communities that they each serve.
- C. In order to implement the foregoing benefits, the parties now wish to memorialize their agreements and understandings in the manner set forth herein.

THEREFORE, in consideration of their mutual promises and undertakings set forth herein, the parties agree as follows:

AGREEMENT

ARTICLE 1. PURPOSE AND POWERS.

1.1 PURPOSE. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1, of the Government Code, commencing with section 6500, relating to the joint powers common to public agencies. The parties possess the powers under the Local Health Care District Law pursuant to Health and Safety Code Section 32000 et seq., and the Fire Protection District Law pursuant to Health and Safety Code Section 13800 et seq. The purpose of this Agreement is to exercise certain of such powers as agreed to be exercised jointly by the parties (the “Programs”). All Programs and all activities under this Agreement will be in accordance with the laws applicable to California agencies. The Programs will specifically include, but not be limited to:

- 1.1.1 COMMUNITY PROGRAMS AND SERVICES. The parties will explore mechanisms to engage in and to carry out, to the extent permitted by law, collaborative programs and services to enhance and expand availability of health care and emergency health services to the communities served by the agencies. These may include, but are limited to, like and kind exchange and cost sharing arrangements.
- 1.1.2 CONTRACTING. The parties will explore mechanisms to engage in, and to carry out, to the extent permitted by law, joint contract negotiation with third parties to provide health care and emergency medical services.

1.2 BENEFIT OF COMMUNITY. The parties have the power to do any agreed upon activity that would be beneficial to the communities served by either party as authorized by law, including but not limited to the Local Health Care District Law.

ARTICLE 2. ADMINISTRATION

2.1 PARTY REPRESENTATIVES. The Executive Director of FRHD and the Fire Chief/CEO of NCFPD (or such other person as may be designated by such party) will act as the parties' representatives ("Representatives") in planning, developing and implementing the Programs. The Representatives shall not take any action that requires either party's approval without first receiving such approval from the respective party's Board.

ARTICLE 3. PROGRAM SELECTION AND BUDGETS

3.1 PROGRAM SELECTION. The Representatives shall work together to develop necessary Programs. No Program shall become operational unless it has been approved by both parties. Each Program shall include a plan for continuation or termination of the Program if this Agreement is terminated.

3.2 PROGRAM BUDGET. When the Representatives approve a Program, they shall also establish a budget for such Program. The budget should include the initial and ongoing costs of the Program and each party's responsibilities, both financial and resources. This approved Program and related budget shall be forwarded to the parties for approval, if applicable, at least thirty (30) days prior to the commencement of the start of the Program, unless otherwise agreed by the parties in writing.

3.3 ACTION OF PARTIES. Within sixty (60) days of receipt of the Representative-approved Program and related budget, each party shall approve, disapprove, or recommend revision of the Program and related budget.

ARTICLE 4. TERM AND TERMINATION

4.1 EFFECTIVE DATE. This agreement shall be effective as of September 24, 2019.

4.2 TERM. This Agreement shall continue in full force and effect for an initial term of five (5) years. At the conclusion of the initial term, unless either party has provided at least six (6) months' notice of its intent to not to renew this Agreement, this Agreement shall automatically renew for an additional three (3) year term. Unless either party has provided at least six (6) months' notice of its intent to not to renew this Agreement, this Agreement shall continue in full force and effect indefinitely at the conclusion of the second term, until either party causes termination of this Agreement by providing at least six (6) months' written notice of its intent to terminate the Agreement to the other party.

4.3 PARTIES' RIGHTS AND DUTIES ON EXPIRATION OR TERMINATION. Should this Agreement expire at the end of its initial or any subsequent term, or if it is terminated for any reason, the parties shall continue to work together until all obligations incurred prior to the earlier of expiration or delivery of notice of termination have been fully performed. No further obligations will be incurred under this Agreement.

ARTICLE 5. MISCELLANEOUS

5.1 MARKETING. Neither party will use the other party's name for purposes of marketing or advertising without the prior written consent of the other party.

5.2 ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to its subject matter and shall be binding upon and inure benefit of the parties, their successors and assigns.

5.3 ADDITIONAL PARTIES. Nothing herein shall preclude the addition of other governmental entities as parties to this Agreement, so long as all of the parties agree to such

addition. If an entity is added as a party, it shall be bound by the terms and conditions of this Agreement.

5.4 NOTICES. Notices required by law or by this Agreement, shall be deemed sufficient if given, in writing and deposited in the United States Mail, postage prepaid, to the following:

To NCFPD: North County Fire Protection District
330 S. Main St.
Fallbrook, CA 92028
Attention: Stephen Abbott, Fire Chief/CEO

To FRHD: Fallbrook Regional Health District
138 S. Brandon Road
Fallbrook, California 92028
Attn: Rachel Mason, Executive Director

5.5 SEVERABILITY. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall be to any extent judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, or conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent allowed by law.

5.6 AGREEMENT NOT PARTNERSHIP OR JOINT VENTURE; NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement shall be deemed to establish relationships between the parties other than those expressly described and set forth. The agreements contained herein are made solely for the benefit of the parties and shall not be construed as benefiting any person who is not a party to this Agreement.

5.7 WAIVER OF TERMS; EFFECT. The time specified in this Agreement for performance of any act by the parties, may be extended or waived, for good cause by either party. Any such extension or waiver shall affect only the time period to which it is directed, and it shall not be deemed applicable to subsequent deadlines relating to the subject matter of the extension or waiver, nor shall it be deemed to apply to any other time constraints or requirements contained in this Agreement.

5.8 TITLES AND HEADINGS NOT PART. Titles and headings contained herein are not a part of the agreement of the parties. They are included only for descriptive purposes and shall not be deemed as incorporated into this Agreement for any other purposes.

5.9 AMENDMENT; METHOD PRESCRIBED. This Agreement may be amended at any time, by written agreement of the parties.

5.10 AUTHORITY TO ENTER INTO AGREEMENT. Each party represents that it has the full power and authority to enter to this Agreement and to carry out the powers contemplated by it. Each party further represents that it has taken all action necessary to authorize the execution, delivery and performance of the Agreement. Each person signing below warrants that he/she has full power and authority to bind the party under which her/his signature appears.

5.11 INDEMNIFICATION. Each party shall indemnify, defend and hold harmless the other party, any affiliate of the other party, and the other party's respective directors, officers, employees or agents, from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs (not including the cost of in-house counsel), arising out of, resulting from, or relating to (i) the grossly negligent or illegal acts or omissions of the indemnifying party, or (ii) wages, salaries, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes, withholdings and charges payable by a party or any affiliate of a

party to, or on behalf of, the other party. This Section 5.11 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers as of the date first above written.

FRHD:

NCFPD:

FALLBROOK REGIONAL HEALTH DISTRICT

NORTH COUNTY FIRE PROTECTION DISTRICT

By: _____

By: _____

Print Name: Rachel Mason

Print Name: Stephen J. Abbott

Title: Executive Director

Title: Fire Chief/CEO

Date: _____

Date: _____

ACTION ITEMS

G2.

Approval of Grant Agreement #2019-1
for North County Fire Protection District
Ambulance Support

GRANT AGREEMENT

This Agreement is entered into by the **Fallbrook Regional Health District** ("DISTRICT"), a California health care district organized and operating pursuant to Health and Safety Code section 32000 et seq., and North County Fire Protection District ("RECIPIENT"), and is effective upon execution by the parties.

1. Grant

As a result of the significant impacts and accumulated effects of the hospital closure, and the change in the way NCFPD now delivers Emergency Medical Services, NCFPD has approached FRHD for ongoing financial support in order to assure high quality EMS services to residents. Such that, NCFPD maintains a fleet of six ambulances, each with a lifespan of six years. Assuring three frontline ambulances and three reserve ambulances being available at all times requires the purchase of one new ambulance each year. Thus, financial assistance from FRHD is necessary to ensure NCFPD can continue and enhance the quality of service to our community that they want and deserve.

Amount: NCFPD would like the FRHD to participate in a 50% cost share for the replacement of one ambulance each fiscal year; for the term of the current Joint Powers Agreement. Total cost of an ambulance is approximately \$210,000.00, divided by 2 = \$105,000.00 FRHD cost share portion per year. This cost can vary slightly, in either direction, based on manufacture pricing and any equipment needs at the time of purchase. It is always the intent of NCFPD to be as fiscally responsible as possible with all apparatus replacement.

2. Term of Agreement

The term of this agreement is from July 1, 2019 through June 30, 2024, subject however, to earlier termination as provided herein.

3. Legal Responsibility/Liability

In authorizing execution of this agreement, the governing body of RECIPIENT accepts legal responsibility to ensure that the funds provided by DISTRICT are allocated for the purpose or purposes for which the grant was intended, as outlined in RECIPIENT'S Request for Proposal/Grant Application. RECIPIENT agrees to be knowledgeable of the requirements of this agreement and responsible for compliance with its terms. In no event shall DISTRICT be legally responsible or liable for RECIPIENT's performance or failure to perform under the terms of the grant or this agreement.

4. **Reduction of Awarded Funds**

DISTRICT may reduce, suspend, or terminate the payment or amount of the grant if the RECIPIENT is not meeting the objectives of the grant as determined in the sole discretion of DISTRICT. RECIPIENT understands and agrees that RECIPIENT's failure to comply with its obligations under this Agreement, including, without limitation paragraphs 11, 16, and 18 herein, may result in RECIPIENT's disqualification from participation in subsequent grant cycles with the DISTRICT. RECIPIENT hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension, or reduction of the funds provided by DISTRICT.

5. **Other Funding Sources**

RECIPIENT shall make available, as requested by DISTRICT, information regarding other funding sources for the programs or services provided by RECIPIENT.

6. **Amended Program Work Plan**

RECIPIENT shall submit to the DISTRICT with the signed grant agreement, an amended work plan if original grant request is not fully funded.

7. **Fund Use Description**

RECIPIENT shall have available for prospective participants or others a description detailing the nature of the program or service(s) that are being funded by DISTRICT. This written program description may be a separate document or incorporated in the overall program materials developed by the RECIPIENT. Upon request, RECIPIENT shall provide a copy of the program or service(s) description to DISTRICT.

8. **Independent Contractor Status**

The relationship between DISTRICT and RECIPIENT, and the agents, employees, and subcontractors of RECIPIENT, in the performance of this agreement shall be one of independent contractors, and no agent, employee, or subcontractor of RECIPIENT shall be deemed an officer, employee, or agent of DISTRICT.

9. **Use of Funds for Lobbying or Political Purposes**

RECIPIENT is prohibited from using funds provided by DISTRICT for any political campaign or to support attempts to influence legislation by any governmental body.

10. Federal, State, Local Laws, Regulations, and Organizational Documents

RECIPIENT shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws, occupational and general safety laws, and licensing laws. All licenses, permits, notices, and certificates as are required to be maintained by RECIPIENT shall be in effect throughout the term of this agreement. RECIPIENT shall notify DISTRICT immediately if any required licenses or permits are canceled, suspended, or otherwise ineffective.

11. Monitoring/Evaluation

RECIPIENT shall cooperate in efforts undertaken by DISTRICT to evaluate the effectiveness and use of the grant funds. RECIPIENT shall participate in and comply with all on-site evaluation and grant monitoring procedures, including interviews with RECIPIENT's staff. RECIPIENT, at the request of the DISTRICT, shall also provide a written and/or oral status report to DISTRICT in a format provided and schedule defined by DISTRICT.

Report and Payment Schedule is appended hereto as "Exhibit 1".

12. Changes or Modifications to the Use of DISTRICT Grant Funds

RECIPIENT shall submit to DISTRICT, in writing, any requests for revisions prior to implementation of any proposed changes in the use of DISTRICT grant funds. The DISTRICT must receive such requests at least thirty (30) days prior to the date that requested changes are to be implemented.

13. Conflict of Interest/Self Dealing

RECIPIENT and RECIPIENT's officers and employees shall not have a financial interest or acquire any financial interest, direct or indirect, in any business entity or source of income that could be financially affected by, or otherwise conflict in any manner or degree with, the performance of services required under this agreement.

14. Authorization and License to Use Commerical Image In Promotional Materials

RECIPIENT understands that DISTRICT may wish to utilize RECIPIENT'S name and logo, along with any photographic or video images of RECIPIENT'S premises, operations and activities in promotional materials designed to publicize the DISTRICT'S mission and service to the community served by the DISTRICT. RECIPIENT hereby grants the DISTRICT permission and license to utilize RECIPIENT'S name, logo, commercial image, along with any photographs, videotape footage, or other graphic illustrations of RECIPIENT'S premises, operations, and activities, as further consideration for receipt of the Grant Funds.

15. **Indemnify and Hold Harmless**

RECIPIENT agrees to indemnify, defend, and hold harmless DISTRICT and its officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all employees, contractors, subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by RECIPIENT in the performance of this agreement.

16. **Budget and Payment Schedule**

Unless RECIPIENT and DISTRICT agree upon alternative arrangements, grant funds shall be allocated quarterly upon District's receipt of an invoice with appropriate back-up documentation. In the event that RECIPIENT fails to provide appropriate invoice and back-up documentation in a timely manner, RECIPIENT may be subject to discontinuance of funding or, in instance of full payment at onset of grant year, return of balance of funds to DISTRICT.

17. **Fiscal/Accounting Principles**

RECIPIENT shall maintain an accounting system that accurately reflects and documents all fiscal transactions for which grant funds are used.

18. **Documentation of Revenues and Expenses**

RECIPIENT shall maintain full and complete documentation of all revenue and expenses (including subcontracted, overhead, and indirect expenses) associated with use of the grant funds covered by this agreement. During the term of this agreement and thereafter, DISTRICT or its authorized representative(s) shall have the right to review all RECIPIENT financial records including records related to the use of the grant funds.

19. **Reports and Record Retention**

All records of RECIPIENT pertaining to the use of grant funds shall be maintained at RECIPIENT's main local office for at least five (5) years following the year in which funds were granted.

20. **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of California.

21. **Assignment or Transfer**

RECIPIENT may not assign or transfer any interest in this agreement or entitlement to grant funds without the written consent of District.

22. **Entire Agreement, Amendment**

This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

23. **Notices**

Any notice required or permitted thereunder may be given by a party to the other party at the address set forth in the signature block of this agreement. Either party may change its address for purposes of notice by complying with the requirements of this section.

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- Continued on next page -

24. **Signatories**

The persons executing this agreement on behalf of the RECIPIENT have been designated by the governing body or fiscal agent of the RECIPIENT as the official signatory of this agreement and all related documents. At least one of these persons is a member of the RECIPIENT's governing board.

(1) Howard Salmon
Board Chair

(2) Fred Luevano
Board President

138 S. Brandon Road
Fallbrook, CA 92028

330 S. Main Avenue
Fallbrook, CA 92028

760-731-9187

760-723-2005

Signature

Signature

Date

Date

25. **Authorized Signatory for the Fallbrook Regional Health District:**

HOWARD SALMON, CHAIR
Fallbrook Regional Health District
138 S. Brandon Road
Fallbrook, CA 92028
- or -
P.O. Box 2587
Fallbrook, CA 92088
Telephone: 760-731-9187

Date

EXHIBIT 1

REPORT AND PAYMENT SCHEDULE

FRHD WILL PROVIDE FUNDS WITHIN 30 DAYS OF NOTICE OF NCFPD'S
INTENT TO PURCHASE AN AMBULANCE.

EXHIBIT 2

PAPER AND DIGITIZED COPY OF GRANT APPLICATION IS MAINTAINED IN
FRHD FILES WITH COPY OF FULLY EXECUTED AGREEMENT.

ACTION ITEMS

G3.

Approval of Grant Agreement #2019-2
for North County Fire Protection District
Senior Medical Services Officer

GRANT AGREEMENT

This Agreement is entered into by the **Fallbrook Regional Health District** ("DISTRICT"), a California health care district organized and operating pursuant to Health and Safety Code section 32000 et seq., and North County Fire Protection District ("RECIPIENT"), and is effective upon execution by the parties.

1. Grant

The Senior Medical Services Officer (SMSO) is integral to the quality assurance for training and the overall operations of the District's emergency medical service. Current services delivered by .50 FTE SMSO Position: a) basic quality assurance for EMS services; b) articulation with receiving facilities; c) basic continuing education for paramedics. However, service expansion delivered by fulltime SMSO Position, in addition to those listed above: d) expand "Door-Through-Door" senior program; e) initiate Mobile Integrated Health Program (MIP); f) develop Tele Health capacity; g) pursue AED program; h) promote Stop the Bleed campaign/Community CPR and First Aid training; j) integration of Lyft program; and k) provide for alternate destination transportation. Expanding the SMSO half time position to a fulltime position has the potential to increase services from 3 to 10 for our communities.

Amount: NCFPD would like the FRHD to participate in a 50% cost sharing collaboration with FRHD for 50% of a full-time Emergency Medical Services Officer each fiscal year.

- Total salary and benefits for full-time SMSO is \$160,000.00, divided by 2 = \$80,000.00 FRHD cost share portion per year.
- The SMSO is not an employee of the FRHD, any and all employee rights and responsibilities are the responsibility of NCFPD.

2. Term of Agreement

The term of this agreement is from July 1, 2019 through June 30, 2024, subject however, to earlier termination as provided herein.

3. Legal Responsibility/Liability

In authorizing execution of this agreement, the governing body of RECIPIENT accepts legal responsibility to ensure that the funds provided by DISTRICT are allocated for the purpose or purposes for which the grant was intended, as outlined in RECIPIENT'S Request for Proposal/Grant Application. RECIPIENT agrees to be knowledgeable of the requirements of this agreement and responsible for compliance with its terms. In no event shall DISTRICT be legally responsible or

liable for RECIPIENT's performance or failure to perform under the terms of the grant or this agreement.

4. **Reduction of Awarded Funds**

DISTRICT may reduce, suspend, or terminate the payment or amount of the grant if the RECIPIENT is not meeting the objectives of the grant as determined in the sole discretion of DISTRICT. RECIPIENT understands and agrees that RECIPIENT's failure to comply with its obligations under this Agreement, including, without limitation paragraphs 11, 16, and 18 herein, may result in RECIPIENT's disqualification from participation in subsequent grant cycles with the DISTRICT. RECIPIENT hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension, or reduction of the funds provided by DISTRICT.

5. **Other Funding Sources**

RECIPIENT shall make available, as requested by DISTRICT, information regarding other funding sources for the programs or services provided by RECIPIENT.

6. **Amended Program Work Plan**

RECIPIENT shall submit to the DISTRICT with the signed grant agreement, an amended work plan if original grant request is not fully funded.

7. **Fund Use Description**

RECIPIENT shall have available for prospective participants or others a description detailing the nature of the program or service(s) that are being funded by DISTRICT. This written program description may be a separate document or incorporated in the overall program materials developed by the RECIPIENT. Upon request, RECIPIENT shall provide a copy of the program or service(s) description to DISTRICT.

8. **Independent Contractor Status**

The relationship between DISTRICT and RECIPIENT, and the agents, employees, and subcontractors of RECIPIENT, in the performance of this agreement shall be one of independent contractors, and no agent, employee, or subcontractor of RECIPIENT shall be deemed an officer, employee, or agent of DISTRICT.

9. **Use of Funds for Lobbying or Political Purposes**

RECIPIENT is prohibited from using funds provided by DISTRICT for any political campaign or to support attempts to influence legislation by any governmental body.

10. Federal, State, Local Laws, Regulations, and Organizational Documents

RECIPIENT shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws, occupational and general safety laws, and licensing laws. All licenses, permits, notices, and certificates as are required to be maintained by RECIPIENT shall be in effect throughout the term of this agreement. RECIPIENT shall notify DISTRICT immediately if any required licenses or permits are canceled, suspended, or otherwise ineffective.

11. Monitoring/Evaluation

RECIPIENT shall cooperate in efforts undertaken by DISTRICT to evaluate the effectiveness and use of the grant funds. RECIPIENT shall participate in and comply with all on-site evaluation and grant monitoring procedures, including interviews with RECIPIENT's staff. RECIPIENT, at the request of the DISTRICT, shall also provide a written and/or oral status report to DISTRICT in a format provided and schedule defined by DISTRICT.

Report and Payment Schedule is appended hereto as "Exhibit 1".

12. Changes or Modifications to the Use of DISTRICT Grant Funds

RECIPIENT shall submit to DISTRICT, in writing, any requests for revisions prior to implementation of any proposed changes in the use of DISTRICT grant funds. The DISTRICT must receive such requests at least thirty (30) days prior to the date that requested changes are to be implemented.

13. Conflict of Interest/Self Dealing

RECIPIENT and RECIPIENT's officers and employees shall not have a financial interest or acquire any financial interest, direct or indirect, in any business entity or source of income that could be financially affected by, or otherwise conflict in any manner or degree with, the performance of services required under this agreement.

14. Authorization and License to Use Commerical Image In Promotional Materials

RECIPIENT understands that DISTRICT may wish to utilize RECIPIENT'S name and logo, along with any photographic or video images of RECIPIENT'S premises, operations and activities in promotional materials designed to publicize the DISTRICT'S mission and service to the community served by the DISTRICT. RECIPIENT hereby grants the DISTRICT permission and license to utilize RECIPIENT'S name, logo, commercial image, along with any photographs, videotape footage, or other graphic illustrations of RECIPIENT'S premises, operations, and activities, as further consideration for receipt of the Grant Funds.

15. Indemnify and Hold Harmless

RECIPIENT agrees to indemnify, defend, and hold harmless DISTRICT and its officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all employees, contractors, subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by RECIPIENT in the performance of this agreement.

16. Budget and Payment Schedule

Unless RECIPIENT and DISTRICT agree upon alternative arrangements, grant funds shall be allocated quarterly upon District's receipt of an invoice with appropriate back-up documentation. In the event that RECIPIENT fails to provide appropriate invoice and back-up documentation in a timely manner, RECIPIENT may be subject to discontinuance of funding or, in instance of full payment at onset of grant year, return of balance of funds to DISTRICT.

17. Fiscal/Accounting Principles

RECIPIENT shall maintain an accounting system that accurately reflects and documents all fiscal transactions for which grant funds are used.

18. Documentation of Revenues and Expenses

RECIPIENT shall maintain full and complete documentation of all revenue and expenses (including subcontracted, overhead, and indirect expenses) associated with use of the grant funds covered by this agreement. During the term of this agreement and thereafter, DISTRICT or its authorized representative(s) shall have the right to review all RECIPIENT financial records including records related to the use of the grant funds.

19. Reports and Record Retention

All records of RECIPIENT pertaining to the use of grant funds shall be maintained at RECIPIENT's main local office for at least five (5) years following the year in which funds were granted.

20. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Assignment or Transfer

RECIPIENT may not assign or transfer any interest in this agreement or entitlement to grant funds without the written consent of District.

22. **Entire Agreement, Amendment**

This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

23. **Notices**

Any notice required or permitted thereunder may be given by a party to the other party at the address set forth in the signature block of this agreement. Either party may change its address for purposes of notice by complying with the requirements of this section.

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- Continued on next page -

24. **Signatories**

The persons executing this agreement on behalf of the RECIPIENT have been designated by the governing body or fiscal agent of the RECIPIENT as the official signatory of this agreement and all related documents. At least one of these persons is a member of the RECIPIENT's governing board.

(1) Howard Salmon
Board Chair

(2) Fred Luevano
Board President

138 S. Brandon Road
Fallbrook, CA 92028

330 S. Main Avenue
Fallbrook, CA 92028

760-731-9187

760-723-2005

Signature

Signature

Date

Date

25. **Authorized Signatory for the Fallbrook Regional Health District:**

HOWARD SALMON, CHAIR
Fallbrook Regional Health District
138 S. Brandon Road
Fallbrook, CA 92028
- or -
P.O. Box 2587
Fallbrook, CA 92088
Telephone: 760-731-9187

Date

EXHIBIT 1

REPORT AND PAYMENT SCHEDULE

RECOGNITION OF THE FRHD'S SUPPORT OF THE SMSO WOULD BE MADE IN NCFPD'S MEDIA CAMPAIGNS, SELECTED TRAININGS PROVIDED BY THE SMSO AT NO LESS THAN FOUR PRE-DETERMINED FRHD SPONSORED EVENTS, AND PRESENCE OF THE SMSO AT JOINT COMMUNITY PRESENTATIONS AS MUTUALLY AGREED UPON.

FRHD will provide funds on a quarterly basis.

EXHIBIT 2

PAPER AND DIGITIZED COPY OF GRANT APPLICATION IS MAINTAINED IN
FRHD FILES WITH COPY OF FULLY EXECUTED AGREEMENT.

ACTION ITEMS

G4.

Approval of Grant Agreement #2019-3 between
North County Fire Protection District
and Fallbrook Regional Health District
for Customer Service/Social Media Specialist

GRANT AGREEMENT

This Agreement is entered into by the **Fallbrook Regional Health District** (“DISTRICT”), a California health care district organized and operating pursuant to Health and Safety Code section 32000 et seq., and North County Fire Protection District (“RECIPIENT”), and is effective upon execution by the parties.

1. Grant

To provide a general description of the duties and responsibilities, qualifications and physical requirements for the classification of Customer Service/Social Media Specialist for the North County Fire Protection District (NCFPD) and Fallbrook Regional Health District (FRHD). Performs social media, customer service and clerical duties necessary for the daily operation of North County Fire and Fallbrook Regional Health District’s administrative headquarters and assists with administrative duties, as assigned by supervising staff. Serves as a communication specialist for the Districts, creating, observing and responding to social media conversations within the community across a variety of platforms including Facebook, Twitter, Instagram, YouTube and others using relevant and appropriate media formats such as text, video and images. Generates, edits and publishes daily content that builds meaningful connections and encourages community members to take action; optimizes pages within each platform to increase the visibility of the Districts’ social content; promotes programs and events through the use of promotional materials, elicits community and organizational support for assigned programs and projects, researches, analyzes and evaluates new service delivery methods and techniques; monitors and updates website(s) as needed.

Amount: NCFPD would like the FRHD to participate in a 50% cost sharing collaboration with FRHD for 50% of a full-time Customer Service/Social Media Specialist each fiscal year.

- Total salary and benefits for full-time Customer Service/Social Media Specialist is \$60,000.00, divided by 2 = \$30,000.00 FRHD cost share portion per year.
- The Customer Service/Social Media Specialist is not an employee of the FRHD, any and all employee rights and responsibilities are the responsibility of NCFPD.

Job Description is appended hereto as “Exhibit 1”.

2. Term of Agreement

The term of this agreement is from July 1, 2019 through June 30, 2024, subject however, to earlier termination as provided herein.

3. Legal Responsibility/Liability

In authorizing execution of this agreement, the governing body of RECIPIENT accepts legal responsibility to ensure that the funds provided by DISTRICT are allocated for the purpose or purposes for which the grant was intended, as outlined in RECIPIENT'S Request for Proposal/Grant Application. RECIPIENT agrees to be knowledgeable of the requirements of this agreement and responsible for compliance with its terms. In no event shall DISTRICT be legally responsible or liable for RECIPIENT's performance or failure to perform under the terms of the grant or this agreement.

4. **Reduction of Awarded Funds**

DISTRICT may reduce, suspend, or terminate the payment or amount of the grant if the RECIPIENT is not meeting the objectives of the grant as determined in the sole discretion of DISTRICT. RECIPIENT understands and agrees that RECIPIENT'S failure to comply with its obligations under this Agreement, including, without limitation paragraphs 11, 16, and 18 herein, may result in RECIPIENT'S disqualification from participation in subsequent grant cycles with the DISTRICT. RECIPIENT hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension, or reduction of the funds provided by DISTRICT.

5. **Other Funding Sources**

RECIPIENT shall make available, as requested by DISTRICT, information regarding other funding sources for the programs or services provided by RECIPIENT.

6. **Amended Program Work Plan**

RECIPIENT shall submit to the DISTRICT with the signed grant agreement, an amended work plan if original grant request is not fully funded.

7. **Fund Use Description**

RECIPIENT shall have available for prospective participants or others a description detailing the nature of the program or service(s) that are being funded by DISTRICT.

This written program description may be a separate document or incorporated in the overall program materials developed by the RECIPIENT. Upon request, RECIPIENT shall provide a copy of the program or service(s) description to DISTRICT.

8. **Independent Contractor Status**

The relationship between DISTRICT and RECIPIENT, and the agents, employees, and subcontractors of RECIPIENT, in the performance of this agreement shall be one of independent contractors, and no agent, employee, or subcontractor of RECIPIENT shall be deemed an officer, employee, or agent of DISTRICT.

9. **Use of Funds for Lobbying or Political Purposes**

RECIPIENT is prohibited from using funds provided by DISTRICT for any political campaign or to support attempts to influence legislation by any governmental body.

10. **Federal, State, Local Laws, Regulations, and Organizational Documents**

RECIPIENT shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws, occupational and general safety laws, and licensing laws. All licenses, permits, notices, and certificates as are required to be maintained by RECIPIENT shall be in effect throughout the term of this agreement. RECIPIENT shall notify DISTRICT immediately if any required licenses or permits are canceled, suspended, or otherwise ineffective.

11. **Monitoring/Evaluation**

RECIPIENT shall cooperate in efforts undertaken by DISTRICT to evaluate the effectiveness and use of the grant funds. RECIPIENT shall participate in and comply with all on-site evaluation and grant monitoring procedures, including interviews with RECIPIENT's staff. RECIPIENT, at the request of the DISTRICT, shall also provide a written and/or oral status report to DISTRICT in a format provided and schedule defined by DISTRICT.

12. **Changes or Modifications to the Use of DISTRICT Grant Funds**

RECIPIENT shall submit to DISTRICT, in writing, any requests for revisions prior to implementation of any proposed changes in the use of DISTRICT grant funds. The DISTRICT must receive such requests at least thirty (30) days prior to the date that requested changes are to be implemented.

13. **Conflict of Interest/Self Dealing**

RECIPIENT and RECIPIENT's officers and employees shall not have a financial interest or acquire any financial interest, direct or indirect, in any business entity or source of income that could be financially affected by, or otherwise conflict in any manner or degree with, the performance of services required under this agreement.

14. **Authorization and License to Use Commerical Image In Promotional Materials**

RECIPIENT understands that DISTRICT may wish to utilize RECIPIENT'S name and logo, along with any photographic or video images of RECIPIENT'S premises, operations and activities in promotional materials designed to publicize the DISTRICT'S mission and service to the community served by the DISTRICT. RECIPIENT hereby grants the DISTRICT permission and license to utilize RECIPIENT'S name, logo, commercial image, along with any photographs,

videotape footage, or other graphic illustrations of RECIPIENT'S premises, operations, and activities, as further consideration for receipt of the Grant Funds.

15. **Indemnify and Hold Harmless**

RECIPIENT agrees to indemnify, defend, and hold harmless DISTRICT and its officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all employees, contractors, subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by RECIPIENT in the performance of this agreement.

16. **Budget and Payment Schedule**

Unless RECIPIENT and DISTRICT agree upon alternative arrangements, grant funds shall be allocated quarterly upon District's receipt of an invoice with appropriate back-up documentation. In the event that RECIPIENT fails to provide appropriate invoice and back-up documentation in a timely manner, RECIPIENT may be subject to discontinuance of funding or, in instance of full payment at onset of grant year, return of balance of funds to DISTRICT.

17. **Fiscal/Accounting Principles**

RECIPIENT shall maintain an accounting system that accurately reflects and documents all fiscal transactions for which grant funds are used.

18. **Documentation of Revenues and Expenses**

RECIPIENT shall maintain full and complete documentation of all revenue and expenses (including subcontracted, overhead, and indirect expenses) associated with use of the grant funds covered by this agreement. During the term of this agreement and thereafter, DISTRICT or its authorized representative(s) shall have the right to review all RECIPIENT financial records including records related to the use of the grant funds.

19. **Reports and Record Retention**

All records of RECIPIENT pertaining to the use of grant funds shall be maintained at RECIPIENT's main local office for at least five (5) years following the year in which funds were granted.

20. **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of California.

21. **Assignment or Transfer**

RECIPIENT may not assign or transfer any interest in this agreement or entitlement to grant funds without the written consent of District.

22. **Entire Agreement, Amendment**

This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

23. **Notices**

Any notice required or permitted thereunder may be given by a party to the other party at the address set forth in the signature block of this agreement. Either party may change its address for purposes of notice by complying with the requirements of this section.

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- Continued on next page -

24. **Signatories**

The persons executing this agreement on behalf of the RECIPIENT have been designated by the governing body or fiscal agent of the RECIPIENT as the official signatory of this agreement and all related documents. At least one of these persons is a member of the RECIPIENT's governing board.

(1) Howard Salmon
Board Chair

(2) Fred Luevano
Board President

138 S. Brandon Road
Fallbrook, CA 92028

330 S. Main Avenue
Fallbrook, CA 92028

760-731-9187

760-723-2005

Signature

Signature

Date

Date

25. **Authorized Signatory for the Fallbrook Regional Health District:**

HOWARD SALMON, CHAIR
Fallbrook Regional Health District
138 S. Brandon Road
Fallbrook, CA 92028
- or -
P.O. Box 2587
Fallbrook, CA 92088
Telephone: 760-731-9187

Date

EXHIBIT 1**PURPOSE:**

To provide a general description of the duties and responsibilities, qualifications and physical requirements for the classification of Customer Service/Social Media Specialist for the North County Fire Protection District (NCFPD) and Fallbrook Regional Health District (FRHD).

POLICY:

Members classified in the position of Customer Service/Social Media Specialist are intended to meet the general personal and professional qualifications, perform the stated duties and responsibilities and other duties as assigned.

INTENT:

The intent of this Policy is to provide an overview of the general attributes and abilities necessary to perform the classification of Customer Service/Social Media Specialist, which is a 50/50 cost-shared position between the NCFPD and FRHD. It is also the intent of this Policy to provide an overview of the typical duties and responsibilities of the position. This Policy is not intended to delineate every facet of the classification. Other duties and responsibilities may be assigned as appropriate to fulfill the mission of the Districts.

This position is employed by NCFPD however will also receive direction from their duly authorized FRHD supervisor. It will be the responsibility of these two assigned District supervisors to coordinate work assignments for this position.

GENERAL ATTRIBUTES:

This assignment is a full-time work classification. The Customer Service/Social Media Specialist classification is considered a "Non-Exempt" employee as defined by FLSA and is overtime eligible. Specifics of compensation and benefits are described in the Memorandum of Understanding between the Non-Safety bargaining group and the District. The position is a Miscellaneous position as defined by PERS. Under the supervision of a Division Chief, the essential duties and responsibilities are:

Performs social media, customer service and clerical duties necessary for the daily operation of North County Fire and Fallbrook Regional Health District's administrative headquarters and assists with administrative duties, as assigned by supervising staff.

TYPICAL DUTIES AND RESPONSIBILITIES: *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practice.*

Serves as a customer service representative for all public inquires; answers telephone and determines nature of the calls, answers questions and resolves issues or routes calls to appropriate individuals to handle inquiries and complaints, takes and delivers

messages; greets the public in a pleasant and professional manner, explains departmental policies and procedures to the public, assists with special projects as assigned and performs related duties as assigned.

Serves as a communication specialist for the Districts, creating, observing and responding to social media conversations within the community across a variety of platforms including Facebook, Twitter, Instagram, YouTube and others using relevant and appropriate media formats such as text, video and images. Generates, edits and publishes daily content that builds meaningful connections and encourages community members to take action; optimizes pages within each platform to increase the visibility of the Districts' social content; promotes programs and events through the use of promotional materials, elicits community and organizational support for assigned programs and projects, researches, analyzes and evaluates new service delivery methods and techniques; monitors and updates website(s) as needed.

Prepares and tracks a variety of electronic and paper files, records, reports and related documents; maintains file integrity and confidentiality by monitoring and assuring compliance to policies and procedures.

Provides information and assistance to constituents, visitors and others; explains nature of programs, policies, procedures and services; responds to requests for information within the span of authority; maintains absolute confidentiality of work-related issues, records and information.

In coordination with the District's HIPAA Security Officer, provides intake of legal records, request for production of incident and health-related records.

EXPERIENCE/KNOWLEDGE/ABILITIES:

KNOWLEDGE OF: Principles of record keeping and records management; business English usage, spelling, grammar and punctuation; personal computer hardware and software, including Microsoft Office Suite (at an intermediate or advanced level); principles and practices of effective customer service, advanced social media writing skills including the art and science of headline writing, writing engaging introductions, structuring text for easy reading online subtitles, aptitude for analyzing appropriate social data/metrics for continuous improvement.

ABILITY TO: In addition to the aforementioned, organize and assist with office support functions, promote programs and events, research analyze and evaluate new service delivery methods and techniques, a willingness to support both Districts; and other duties as assigned.

EXPERIENCE: One year of office support experience, preferably in government operations is required; as well as experience with social media marketing in a professional setting.

EDUCATION: A high school diploma or GED equivalent is required. An Associate of Arts/Science or in applicable subject matter or a related field is desirable, but not required.

LICENSES AND CERTIFICATIONS: Must have and maintain a valid Class "C" California Driver's License. Must be insurable and maintain this status with the District's all-risk insurance carrier.

PHYSICAL DEMANDS:

Employee is required to meet applicable "[Support Staff](#)" physical requirements.

ENVIRONMENTAL:

Work is performed in a standard office environment. Work environment is both formal and informal, team and autonomously oriented, having both routine and variable tasks, with variable pace and moderate pressure at times. Some tasks may be fast paced.

COMMUNICATIONS:

VISION: (May be correctable) to drive a vehicle.

HEARING: Of alarms and warning devices; to understand conversations.

SPEAKING: To give instructions, present classes; communicate with staff and representatives of other agencies.

WRITING: To complete records, reports, meeting notes and documentation.

READING: Reports, records and computer screens.

REFERENCES:

None.

RELATED POLICIES/FORMS:

POLICIES:

[Support Staff](#).

FORMS:

None.

EXHIBIT 2

PAPER AND DIGITIZED COPY OF GRANT APPLICATION IS MAINTAINED IN
FRHD FILES WITH COPY OF FULLY EXECUTED AGREEMENT.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

ADMINISTRATION
RULES AND REGULATIONS
JOB DESCRIPTIONS

SECTION 225.39
SEPTEMBER 24, 2019
PAGE 1 OF 4

CUSTOMER SERVICE /SOCIAL MEDIA SPECIALIST

1.0. **PURPOSE:**

- 1.1. To provide a general description of the duties and responsibilities, qualifications and physical requirements for the classification of Customer Service/Social Media Specialist for the North County Fire Protection District (NCFPD) and Fallbrook Regional Health District (FRHD).

2.0. **POLICY:**

- 2.1. Members classified in the position of Customer Service/Social Media Specialist are intended to meet the general personal and professional qualifications, perform the stated duties and responsibilities and other duties as assigned.

3.0. **INTENT:**

- 3.1. The intent of this Policy is to provide an overview of the general attributes and abilities necessary to perform the classification of Customer Service/Social Media Specialist, which is a 50/50 cost-shared position between the NCFPD and FRHD. It is also the intent of this Policy to provide an overview of the typical duties and responsibilities of the position. This Policy is not intended to delineate every facet of the classification. Other duties and responsibilities may be assigned as appropriate to fulfill the mission of the Districts.
- 3.2. This position is employed by NCFPD however will also receive direction from their duly authorized FRHD supervisor. It will be the responsibility of these two assigned District supervisors to coordinate work assignments for this position.

4.0. **GENERAL ATTRIBUTES:**

- 4.1. This assignment is a full-time work classification. The Customer Service/Social Media Specialist classification is considered a "Non-Exempt" employee as defined by FLSA and is overtime eligible. Specifics of compensation and benefits are described in the Memorandum of Understanding between the Non-Safety bargaining group and the District. The position is a Miscellaneous position as defined by PERS. Under the supervision of a Division Chief, the essential duties and responsibilities are:

- 4.1.1. Performs social media, customer service and clerical duties necessary for the daily operation of North County Fire and Fallbrook Regional Health District's administrative headquarters and assists with administrative duties, as assigned by supervising staff.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

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CUSTOMER SERVICE /SOCIAL MEDIA SPECIALIST

- 5.0. **TYPICAL DUTIES AND RESPONSIBILITIES:** *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practice.*
- 5.1. Serves as a customer service representative for all public inquires; answers telephone and determines nature of the calls, answers questions and resolves issues or routes calls to appropriate individuals to handle inquiries and complaints, takes and delivers messages; greets the public in a pleasant and professional manner, explains departmental policies and procedures to the public, assists with special projects as assigned and performs related duties as assigned.
- 5.2. Serves as a communication specialist for the Districts, creating, observing and responding to social media conversations within the community across a variety of platforms including Facebook, Twitter, Instagram, YouTube and others using relevant and appropriate media formats such as text, video and images. Generates, edits and publishes daily content that builds meaningful connections and encourages community members to take action; optimizes pages within each platform to increase the visibility of the Districts' social content; promotes programs and events through the use of promotional materials, elicits community and organizational support for assigned programs and projects, researches, analyzes and evaluates new service delivery methods and techniques; monitors and updates website(s) as needed.
- 5.3. Prepares and tracks a variety of electronic and paper files, records, reports and related documents; maintains file integrity and confidentiality by monitoring and assuring compliance to policies and procedures.
- 5.4. Provides information and assistance to constituents, visitors and others; explains nature of programs, policies, procedures and services; responds to requests for information within the span of authority; maintains absolute confidentiality of work-related issues, records and information.
- 5.5. In coordination with the District's HIPAA Security Officer, provides intake of legal records, request for production of incident and health-related records.
- 6.0. **EXPERIENCE/KNOWLEDGE/ABILITIES:**
- 6.1. **KNOWLEDGE OF:** Principles of record keeping and records management; business English usage, spelling, grammar and punctuation; personal computer hardware and software, including Microsoft Office Suite (at an intermediate or



NORTH COUNTY FIRE PROTECTION DISTRICT

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CUSTOMER SERVICE /SOCIAL MEDIA SPECIALIST

advanced level); principles and practices of effective customer service, advanced social media writing skills including the art and science of headline writing, writing engaging introductions, structuring text for easy reading online subtitles, aptitude for analyzing appropriate social data/metrics for continuous improvement.

- 6.2. **ABILITY TO:** In addition to the aforementioned, organize and assist with office support functions, promote programs and events, research analyze and evaluate new service delivery methods and techniques, a willingness to support both Districts; and other duties as assigned.
- 6.3. **EXPERIENCE:** One year of office support experience, preferably in government operations is required; as well as experience with social media marketing in a professional setting.
- 6.4. **EDUCATION:** A high school diploma or GED equivalent is required. An Associate of Arts/Science or in applicable subject matter or a related field is desirable, but not required.
- 6.5. **LICENSES AND CERTIFICATIONS:** Must have and maintain a valid Class "C" California Driver's License. Must be insurable and maintain this status with the District's all-risk insurance carrier.
- 7.0. **PHYSICAL DEMANDS:**
- 7.1. Employee is required to meet applicable "[Support Staff](#)" physical requirements.
- 8.0. **ENVIRONMENTAL:**
- 8.1. Work is performed in a standard office environment. Work environment is both formal and informal, team and autonomously oriented, having both routine and variable tasks, with variable pace and moderate pressure at times. Some tasks may be fast paced.
- 9.0. **COMMUNICATIONS:**
- 9.1. **VISION:** (May be correctable) to drive a vehicle.
- 9.2. **HEARING:** Of alarms and warning devices; to understand conversations.
- 9.3. **SPEAKING:** To give instructions, present classes; communicate with staff and representatives of other agencies.



NORTH COUNTY FIRE PROTECTION DISTRICT

POLICY AND PROCEDURE MANUAL

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CUSTOMER SERVICE /SOCIAL MEDIA SPECIALIST

9.4. WRITING: To complete records, reports, meeting notes and documentation.

9.5. READING: Reports, records and computer screens.

10.0. REFERENCES:

10.1. None.

11.0. RELATED POLICIES/FORMS:

11.1. POLICIES:

11.1.1. [Support Staff](#).

11.2. FORMS:

11.2.1. None.

ACTION ITEMS

G5.

Approval of Professional Services Agreement with
Susan Woodward – Certified Public Accountant

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between Fallbrook Regional Health District (“District”), a public agency organized and operating pursuant to California Health and Safety Code sections 32000 et seq., and Susan M. Woodward, Certified Public Accountant, A Professional Corporation (“Consultant”), as follows:

R-E-C-I-T-A-L-S

1. District desires to contract with Consultant to provide professional accounting services including monthly budgetary and financial services.
2. Consultant is a Certified Public Accountant (CPA) and possesses the knowledge, skill, expertise, and qualifications necessary to provide the professional services (“Services”) outlined in Exhibit “A” attached hereto.
3. District would like to utilize Consultant’s services in providing professional accounting services in accordance with the terms and conditions of this Agreement.

C-O-V-E-N-A-N-T-S

1. CONSULTANT’S SERVICES.

1.1 Services. Consultant shall provide the professional Services described in the attached Exhibit “A” in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of District.

1.2 Performance Standard. Consultant shall perform the Services with efficiency and diligence and shall execute the Services in accordance with the standards of Consultant’s profession, generally described as that degree of skill and care ordinarily exercised by accountants performing financial and budgetary services.

1.3 District’s Representative. For the purposes of this Agreement, the District’s Representative shall be the District’s Executive Director, Rachel Mason, located at 138 South Brandon Road, Fallbrook, CA 92028.

2. FEES AND PAYMENTS.

2.1 Compensation for Services. District shall compensate Consultant on a monthly basis in the amount of One Thousand Dollars (\$1,000).

2.2 Invoices. Consultant shall deliver an invoice to District no later than the 10th day of each month for Consultant’s Services.

2.3 Payment. District shall remit payment to Consultant within thirty (30) days after receipt of invoices.

3. TERM. The term of this Agreement shall run from for two (2) years from September 1, 2019, to August 31, 2021, subject to District's right to terminate as provided in this Agreement.

3.1. Termination for Convenience. District may, at any time in the exercise of its sole discretion, terminate this Agreement, in whole or in part, with or without cause, by providing notice to Consultant of its intention to terminate the Agreement for convenience at least thirty (30) days before the effective date of termination. As long as Consultant is not in default under this Agreement at the time of such termination, District shall pay Consultant all amounts owed up until the time of termination

4. INDEPENDENT CONTRACTOR. District has retained Consultant to perform, the Services as an independent contractor maintaining exclusive direction and control and, no personnel which Consultant may use to perform the Services shall be employees of District.

5. OWNERSHIP OF DOCUMENTS. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, documents, data, ledgers, journals and reports prepared by Consultant as a part of the Services shall belong to and be subject to the sole ownership and use of District. The provisions of this Paragraph 5 shall survive any termination of this Agreement.

6. INSURANCE. Consultant shall procure and maintain in force, at its sole cost and expense, and at all times during the performance of the Services, policies of insurance providing coverage in the amounts and types set forth below, insuring against claims which may arise out of or in connection with this Agreement and/or Consultant's performance of the Services. Consultant shall, upon request from District, provide such certificates of insurance or other satisfactory evidence that such policies have been procured and are in effect, and Consultant agrees to promptly notify District of any material changes in the coverages listed below, including, without limitation, changes in policy limits, changes or non-renewals of coverage, and any replacement carriers.

6.1 Accountants Professional Liability. Policy coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per claim.

7. INDEMNIFICATION. Consultant agrees to indemnify and hold District, its Directors, officers, employees, and agents (collectively, the "District Indemnities") harmless from and against any and all losses, liabilities, claims, causes of action incurred or suffered by District or the District Indemnities arising out of or in connection with the negligent act(s) or omission(s), recklessness, or willful misconduct of Consultant, its officers, employees, or agents in, the performance of this Agreement.

8. NOTICE. All notices to be given under this Agreement shall be in writing and shall be deemed effective upon receipt when personally served or two days after mailing by certified, return receipt requested, to the following addresses:

To: District
Fallbrook Regional Health District
Attention: Rachel Mason, Executive Director
138 S. Brandon Road
Fallbrook, CA 92028

To: Consultant
Susan M. Woodward, CPA, APC
2130 Green Canyon Road
Fallbrook, CA 92028-4618

9. CONFIDENTIAL INFORMATION. During the course of the performance of this Agreement, Consultant may receive written or verbal information from District, its representatives, or agents, which information is not in the public domain. Such information may include District's know how, trade secrets, and other proprietary and confidential information, and Consultant agrees to treat such information as confidential information belonging to District. Consultant agrees that neither it, nor its employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of District. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care.

10. MISCELLANEOUS PROVISIONS.

10.1 Venue. Venue shall lie only in the federal or state courts in or nearest North County Judicial District of the County of San Diego, State of California.

10.2 Modification. This Agreement may not be altered in whole or in part except by a modification, in writing, executed by all the parties to this Agreement.

10.3 Entire Agreement. This Agreement, together with all exhibits attached, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its exhibits.

10.4 Assignment. Consultant shall not be entitled to assign all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of District. Nothing in this Agreement shall obligate District to give such consent. Any purported assignment without District's consent shall be void.

10.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.

10.6 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to

violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

This Agreement is entered into in Fallbrook, California.

“District”:

“Consultant”:

Fallbrook Regional Health District

Susan M. Woodward, Certified Public Accountant, A Professional Corporation

By: _____
Rachel Mason, MS, MA
Executive Director

By: _____
Susan M. Woodward

Dated: _____

Dated: _____

EXHIBIT “A”

Services to be Provided

RESPONSIBILITIES OF OUTSIDE ACCOUNTING SERVICES

Assist District’s bookkeeper with payroll and general ledger functions

- Review accounts for errors, mistakes, and misinformation
- Assist with annual financial audit in gathering and presenting data

Assist District’s bookkeeper with accounting procedures, as needed

Attend District Finance Committee and Board monthly meetings

- Report Financial Information to Executive Director and Board Treasurer

Additional projects as requested by Executive Director

ACTION ITEMS

G6.

Approval of Award of Construction Contract
for the Metal Roof Replacement Project
for the Property located at
1636 E. Mission Road, Fallbrook California

LAW OFFICES
JEFFREY G. SCOTT

16935 WEST BERNARDO DRIVE, SUITE 170
SAN DIEGO, CA 92127

JEFFREY G. SCOTT

(858) 675-9896
FAX (858) 675-9897

Of Counsel
JAMES R. DODSON

Date: September 6, 2019
To: Board of Directors
Rachel Mason, Executive Director
From: Jeff Scott, General Counsel
Re: Consideration of Award of Roofing Repair Contracts

On August 28, 2019 the District conducted a bid opening for the Flat Roof Replacement Project at 138 South Brandon Road and 617 Alvarado Street and also for the Metal Roof Replacement Project at 1636 E. Mission Road Project. The District received the following bids for each project from Alta Roofing and Good Roofer:

Metal Roof Replacement Project – 1636 E. Mission Road, Fallbrook, CA:

- | | | |
|-----------------------------------|-----------|-----------------------------|
| 1. Alta Roofing and Waterproofing | Option A: | \$299,940 - Lump Sum |
| | Option B: | \$82,197 – Lump Sum |
| 2. Good Roofer Inc. | Option A: | \$155,108 – Lump Sum |
| | Option B: | \$215,108 – Lump Sum |

Flat Roof Replacement Project – 138 S. Brandon and 617 Alvarado Fallbrook CA:

- | | | |
|-----------------------------------|-------------------|-----------------------------|
| 1. Alta Roofing and Waterproofing | 138 South Brandon | \$46,232 – Lump Sum |
| | 617 Alvarado | \$84,318 – Lump Sum |
| | Project Total: | \$130,550 – Lump Sum |
| 1. A Good Roofer Inc. | 138 South Brandon | \$37,855 – Lump Sum |
| | 617 Alvarado | \$70,810 – Lump Sum |
| | Project Total: | \$108,665 – Lump Sum |

Staff concurs with AD Magellan’s recommendation to award both contracts to “**A Good Roofer**” with the “Option A” only for the Mission Road Project.



Projects
Made
Simple

Fallbrook Regional Health District

Project Sites:

138 South Brandon Street

617 Alvarado Street

1636 E. Mission Road

Dear Board of Directors,

In conjunction with the request for proposal for the above-mentioned sites and the received bids, all supplied bidders meet the specific criteria to perform the prescriptive scopes as written. All bids have been reviewed for accuracy and completeness, and it is our understanding that the lowest successful bidder will be awarded the project. With review of the documents provided, **“A Good Roofer Inc.”** should be awarded the contract for all sites listed above. It should be noted that the scope selected for the Mission Road site should include the work for **“Option A”** only. This work shall not include the combination of the additional scope of **“Option B”**.

Respectfully,
Bobby Bonfanti
Director of Construction
AD Magellan, LLC

www.ADMagellan.com
877.899.5990
info@admagellan.com



FALLBROOK REGIONAL HEALTH DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

METAL ROOF REPLACEMENT FOR THE PROPERTY LOCATED AT
1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA

BID FORM

Each bidder offering a proposal must be familiar with all requirements necessary to complete the repair outlined and agrees to utilize manufacture approved installers where applicable.

The undersigned bidder hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities and communication for the project detailed herein.

The Base Bid amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Permits shall be obtained by Contractor; client will reimburse contractor for actual permit costs.

Bidder shall hold all pricing for ninety (90) calendar days after bidding due date. Client reserves the right to adjust by change order the actual quantity of each unit item utilizing the quoted unit prices. The HOA would like your proposal for their wood replacement and paint project as follows:

Roof Replacement:

1636 E Mission Road Option A:	<u>\$ 155,108</u> Lump Sum
1636 E Mission Road Option B:	<u>\$ 215,108</u> Lump Sum
Project Total:	<u>\$ 370,216</u> Lump Sum

Proposed Start Date: Within 10 days of receipt of executed contract, bonds and insurance certificates.

Proposed Duration: 30 – 60 days

Bidder Name: Michelle Mosqueda

Bidder Signature: 

Company Name: A Good Dancer, Inc.

Date: 8-26-19

SECTION 3 - PROPOSAL

**FALLBROOK REGIONAL HEALTH DISTRICT
SAN DIEGO COUNTY, CALIFORNIA**

**METAL ROOF REPLACEMENT FOR THE PROPERTY LOCATED AT
1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA**

NAME OF BIDDER: *A Good Roofers Inc.*
BUSINESS ADDRESS: *11651 Riverside Dr #145 Lakeside CA 92040*
PHONE NUMBER: *619-561-7600*
FAX NUMBER: *619-561-7601*
D.I.R. NUMBER: *1000000746*

TO THE BOARD OF DIRECTORS OF THE FALLBROOK REGIONAL HEALTH DISTRICT:

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials (except as otherwise provided for in the Contract Documents), tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the performance of said work, all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Numbers 0 , _____, _____, _____, and _____ on file in the District Office.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the Proposal is accepted, that he will execute a Contract with District in the form set forth in the Contract Documents; and that he will accept in full payment thereof the prices set forth in the Bid Schedules contained in Part I of these Contract Documents (Procedural Documents) and made part hereof by reference.


NOTE: If Bidder is a corporation, the legal name of the corporation and the names of the President, Secretary, Treasurer, and Manager thereof shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation, and corporate seal; if Bidder is a co-partnership, the true name of the firm and all individual co-partners composing the firm shall be set forth above, together with the signature of the partner(s) authorized to sign the Contract on behalf of the co-partnership; if a special partnership, the names of the general partners and special partners shall be set forth above, together with the signature of the partner(s) authorized to sign the Contract on behalf of the special partnership; and if Bidder is an individual, his full legal name and signature shall be set forth above.

DECLARATION OF BIDDER

Bidder is licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California as a Class C-39 Contractor, License No. 685015, License Expiration Date 5/31/20.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 26th day of August, 2019, at Lakeside, California.

Company Name: A Good Deedee Inc.

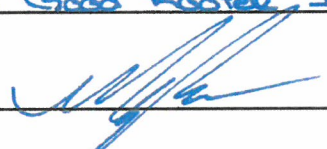
Signature of Bidder: 

Title: President

NONCOLLUSION AFFIDAVIT

(TO BE EXECUTED BY BIDDER, NOTARIZED, AND SUBMITTED WITH BID)

Michelle Mosqueda, being duly sworn, deposes and says that he or she is President of A Good Roofer Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effect a collusive or sham bid.

Company Name: A Good Roofer Inc.
Signature of Bidder: 
Title: President
Dated: August 27, 2019.

THIS FORM MUST BE NOTARIZED. ATTACH NOTARY ACKNOWLEDGMENT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego

On August 27, 2019 before me,

Julie D Walker, Notary Public,
Insert Name of Notary exactly as it appears on the official seal

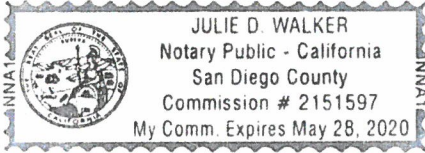
personally appeared Michelle Mosqueda
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Julie D Walker
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: NonCollusion Affidavit

Document Date: 8-27-19 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

IMPORTANT

Contractor Public Agency Reference Sheet

All contractors bidding on projects for the FALLBROOK REGIONAL HEALTH DISTRICT who have not been awarded a project with the District within the last year, are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder.

List all projects in chronological order from the most recent project, even if not completed, going back at least three (3) years. Make sure to include all projects involving local, county, state, and federal agencies.

Name of Project: Please See Attachments

Location of Project: _____

Amount of Contract: _____

Duration in Months: _____

Awarding Agency: _____

Awarding Agency Address: _____

Awarding Agency Phone Number (include area code): _____

Awarding Agency Project Liaison Manager: _____

Name of Project: _____

Location of Project: _____

Amount of Contract: _____

Duration in Months: _____

Awarding Agency: _____

Awarding Agency Address: _____

Awarding Agency Phone Number (include area code): _____

Awarding Agency Project Liaison Manager: _____

Name of Project: _____
Location of Project: _____
Amount of Contract: _____
Duration in Months: _____
Awarding Agency: _____
Awarding Agency Address: _____
Awarding Agency Phone Number (include area code): _____
Awarding Agency Project Liaison Manager: _____

Name of Project: _____
Location of Project: _____
Amount of Contract: _____
Duration in Months: _____
Awarding Agency: _____
Awarding Agency Address: _____
Awarding Agency Phone Number (include area code): _____
Awarding Agency Project Liaison Manager: _____

Name of Project: _____
Location of Project: _____
Amount of Contract: _____
Duration in Months: _____
Awarding Agency: _____
Awarding Agency Address: _____
Awarding Agency Phone Number (include area code): _____
Awarding Agency Project Liaison Manager: _____

~ MUST BE SUBMITTED WITH BID - COPY FOR ADDITIONAL PAGES AS NEEDED ~

A Good Roofer, Inc.
Projects

Project Name:	Contract Number	Contract \$:	Owner/GC:	Point of Contact:	Number of schools	Complete:
San Diego Hvac IDIQ Region 1	CZ-14-0297-08	\$1,447,610.00	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	7	2/9/2016
San Diego Hvac IDIQ Region 1	CZ-14-0297-08 AZ	\$633,221.00	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	8	3/13/2018
San Diego Hvac IDIQ Region 2	CZ-14-0298-08	\$1,937,239.00	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	13	2/9/2016
San Diego Hvac IDIQ Region 2	CZ-14-0298-08 AZ	\$946,882.00	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	10	6/25/2018
San Diego Hvac IDIQ Region 4	CZ-14-0300-08	\$968,465	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	10	2/9/2016
San Diego Hvac IDIQ Region 4	CZ-14-0300-08 AZ	\$775,751	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	9	11/13/2017
San Diego Hvac IDIQ Region 5	CZ-14-0541-08	\$2,510,625	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	9	2/9/2016
San Diego Hvac IDIQ Region 5	CZ-14-0541-08 AZ	\$1,049,937	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	9	9/20/2018
Lexington ES		\$457,000	Cajon Valley Union Elementary 1145 Redwood Ave, El Cajon, CA 92019 Owner: CVUE / West Coast Air	WCA 619-561-8000		9/15/2015
Sycamore Canyon ES		\$550,514	Sycamore Canyon ES 10201 Settle Rd, Santee, CA 92071 Owner: Santee school district	Christina Becker 619-258-2323		8/18/2018
Cajon Park ES		\$456,934	Cajon Park ES 10300 Magnolis Ave, Santee CA 92071 Owner: Santee school district	Christina Becker 619-258-2323		8/18/2018
Eastlake HS		\$989,512	Sweetwater Union High School District 1130 Fifth Avenue, Chula Vista, CA 91911 Owner: SUHSD / Grahovac	Grahovac Con 619-466-6693		8/31/2016

A Good Roofer, Inc.
Projects

Project Name:	Contract \$:	Owner/Property Manager:	Point of Contact:	Complete:
Roofing Projects at 17 Sites	\$865,171.00	La Mesa - Spring Valley School District (M&O) 3838 Conrad Drive, Spring Valley, CA 91977 Owner: La Mesa - Spring Valley School District	Garth Stone 619-668-8399	10/15/2008
La Mesa Middle School Reroof	\$1,122,178.00	La Mesa - Spring Valley School District (M&O) 3838 Conrad Drive, Spring Valley, CA 91977 Owner: La Mesa - Spring Valley School District	Garth Stone 619-668-8399	10/30/2009
Reroof Multiple Sites at Grossmont CC	\$1,600,600.00	Grossmont-Cuyamaca Community College District 8800 Grossmont College Drive, El Cajon, CA 92020 Owner: Grossmont College	John Wilson PM 619-231-6100 x 1209	9/11/2011
Casa Del Prado Reroofing Project	\$1,296,000.00	City of San Diego - Field Engineering Division 9485 Aero Drive, MS 18, San Diego, CA 92123 Owner: City of San Diego	Jong Choi, P.E. 858-627-3273	5/24/2012
TriCity Women's Center Reroof	\$486,102	Tri City Medical Center 4002 Vista Way, Oceanside, CA 92056 Owner: Tri City Medical Center	Karin Fowler, PM 858-552-0600	1/31/2014
Bernardo Executive Center	\$233,334	Bernardo Executive Center 16835, -55, -75 West Bernardo Dr., San Diego, CA 92127 Owner: Brookwood Properties	Curtis Slife, CM 602-763-0050	2/15/2014
Peterson Office Building	\$230,976	San Diego-Imperial Counties Dev. Svcs. Foundation 4355 Ruffin Road, San Diego, CA 92123 Property Manager: Meissner Jacquet	Andrea Tagle, PM 858-373-2100	11/2/2015
Pacific Highlands Ranch Community Park	\$441,000	PHR Community Park 5977 Village Center Loop Road, San Diego, CA 92130 Owner: Padre Homes / GC T.B Penick	Peter Lupo PM 619-571-0647	9/1/2018
1760 W Descanso	\$322,199	1760 W Descanso Ave San Marcos, CA GC: Burger Construction	Brian Kane PM 760-504-5899	4/1/2017
Sycamore Canyon ES	\$550,514	Sycamore Canyon ES 10201 Settle Rd, Santee, CA 92071 Owner: Santee school district	Christina Becker 619-258-2323	8/18/2018
Cajon Park ES	\$456,934	Cajon Park ES 10300 Magnolis Ave, Santee CA 92071 Owner: Santee school district	Christina Becker 619-258-2323	8/18/2018
5052 Wightman	\$266,175	Chicano Federation Housing 3180 University Ave San Diego, CA 92115	Jerilyn 619-285-5600	6/1/2018

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE A Good Roofer, Inc.

11651 Riverside Dr., Suite 145, Lakeside, CA 92040

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company

One Newark Center, Newark, NJ 07102-5207

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto FALLBROOK REGIONAL HEALTH DISTRICT

138 SOUTH BRANDON ROAD, FALLBROOK, CA 92028

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ _____ 10% _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Metal Roof Replacement for Properties Located at 1636 E. Mission Road, Fallbrook, California

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of August, 2019



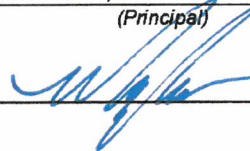
(Witness)

A Good Roofer, Inc.

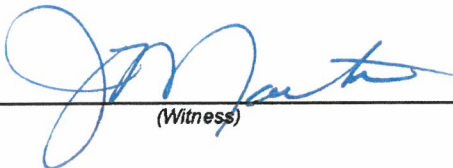
(Principal)

(Seal)

By:



President
(Title)



Janice Martin

(Witness)

International Fidelity Insurance Company

(Surety)

(Seal)

By:

Attorney-in-Fact Lawrence F. McMahon

(Title)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego

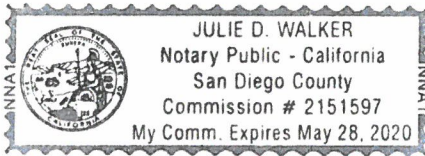
On Aug 27, 2019 before me, Julie D Walker, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Michelle Mosqueda
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Place Notary Seal Above

Signature Julie D. Walker
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: Aug 26, 2019 Number of Pages: 1

Signer(s) Other Than Named Above: Lawrence F. McMahony, Jania Martin

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego

On AUG 26 2019 before me, Rachel A. Mullen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

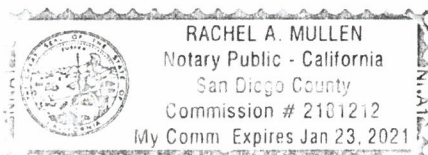
personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Rachel A. Mullen
Signature of Notary Public **Rachel A. Mullen**



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

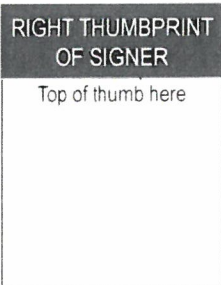
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

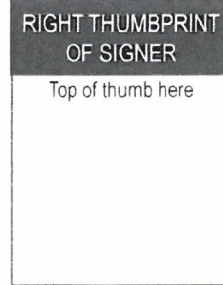
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: Surety Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Bond # bid bond

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JAMES D. CASTLE, LAWRENCE F. MCMAHON

San Diego, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 26, 2019

A00392

Maria H. Branco, Assistant Secretary

SECTION 3 - PROPOSAL

**FALLBROOK REGIONAL HEALTH DISTRICT
SAN DIEGO COUNTY, CALIFORNIA**

**METAL ROOF REPLACEMENT FOR THE PROPERTY LOCATED AT
1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA**

NAME OF BIDDER: Alta Roofing and Waterproofing
BUSINESS ADDRESS: 8515 Argons Drive Suite K San Diego, CA 92126
PHONE NUMBER: (619) 256-7663
FAX NUMBER: (619) 256-7660
D.I.R. NUMBER: 1000043448

TO THE BOARD OF DIRECTORS OF THE FALLBROOK REGIONAL HEALTH DISTRICT:

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials (except as otherwise provided for in the Contract Documents), tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the performance of said work, all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Numbers _____, _____, _____, and _____ on file in the District Office.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the Proposal is accepted, that he will execute a Contract with District in the form set forth in the Contract Documents; and that he will accept in full payment thereof the prices set forth in the Bid Schedules contained in Part I of these Contract Documents (Procedural Documents) and made part hereof by reference.

FALLBROOK REGIONAL HEALTH DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

METAL ROOF REPLACEMENT FOR THE PROPERTY LOCATED AT
1636 E. MISSION ROAD, FALLBROOK, CALIFORNIA

BID FORM

Each bidder offering a proposal must be familiar with all requirements necessary to complete the repair outlined and agrees to utilize manufacture approved installers where applicable.

The undersigned bidder hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities and communication for the project detailed herein.

The Base Bid amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Permits shall be obtained by Contractor; client will reimburse contractor for actual permit costs.

Bidder shall hold all pricing for ninety (90) calendar days after bidding due date. Client reserves the right to adjust by change order the actual quantity of each unit item utilizing the quoted unit prices. The HOA would like your proposal for their wood replacement and paint project as follows:

Roof Replacement:

1636 E Mission Road Option A:	\$ 299,940	Lump Sum
1636 E Mission Road Option B:	\$ 82,197	Lump Sum
Project Total:	\$ _____	Lump Sum

Proposed Start Date: Within 10 days of receipt of executed contract, bonds and insurance certificates.

Proposed Duration: 30 – 60 days

Bidder Name: Michael Rucke

Bidder Signature: 

Company Name: Alta Roofing and Waterproofing Inc.

Date: 8/26/19

In accordance with Section 4104 of the California Public Contracts Code, Contractor shall furnish, in the spaces below, the name and the location of the place of business of each subcontractor who will perform work for the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total bid or Ten Thousand Dollars (\$10,000), whichever is greater.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

DIVISION OF WORK OR TRADE	SUBCONTRACTOR LICENSE CLASSIFICATION AND LICENSE NUMBER	ADDRESS OF MILL, SHOP OR OFFICE/DIR NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____

The name of all persons interested in the foregoing Proposals as principals are as follows:

Signature of Bidder: 

Dated: August 26, 2019.

NOTE: If Bidder is a corporation, the legal name of the corporation and the names of the President, Secretary, Treasurer, and Manager thereof shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation, and corporate seal; if Bidder is a co-partnership, the true name of the firm and all individual co-partners composing the firm shall be set forth above, together with the signature of the partner(s) authorized to sign the Contract on behalf of the co-partnership; if a special partnership, the names of the general partners and special partners shall be set forth above, together with the signature of the partner(s) authorized to sign the Contract on behalf of the special partnership; and if Bidder is an individual, his full legal name and signature shall be set forth above.

DECLARATION OF BIDDER

Bidder is licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California as a Class C39 Contractor, License No. 993536, License Expiration Date June 30, 2020.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 26th day of August, 2019, at San Diego, California.

Company Name: Alta Roofing and Waterproofing

Signature of Bidder: 

Title: Project Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On August 27, 2019 before me, Helen E. Nauert
(insert name and title of the officer)

personally appeared Michael H. Rucke
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Helen E. Nauert* (Seal)



NONCOLLUSION AFFIDAVIT

(TO BE EXECUTED BY BIDDER, NOTARIZED, AND SUBMITTED WITH BID)

Michael Rucke, being duly sworn, deposes and says that he or she is Project Manager of Alta Roofing and Waterproofing, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effect a collusive or sham bid.

Company Name: Alta Roofing and Waterproofing

Signature of Bidder: 

Title: Project Manager

Dated: August 27, 2019.

THIS FORM MUST BE NOTARIZED. ATTACH NOTARY ACKNOWLEDGMENT.

IMPORTANT

Contractor Public Agency Reference Sheet

All contractors bidding on projects for the FALLBROOK REGIONAL HEALTH DISTRICT who have not been awarded a project with the District within the last year, are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder.

List all projects in chronological order from the most recent project, even if not completed, going back at least three (3) years. Make sure to include all projects involving local, county, state, and federal agencies.

Name of Project: The Hotel Del coronado Reroof
Location of Project: 1500 Orange Ave., Coronado, CA 92118
Amount of Contract: \$ 5,675,542.41
Duration in Months: Current (Estimated completion 18 months)
Awarding Agency: BSK Del Partners c/o BRE Resorts and Hotels
Awarding Agency Address: 501 E. Camino Real, Boca Raton FL 33432
Awarding Agency Phone Number (include area code): 858) 376-2853
Awarding Agency Project Liaison Manager: Mike Hanagan

Name of Project: MiraCosta College Reroof
Location of Project: 1 Barnard Drive, Oceanside CA 92056 (4300 Bldg)
Amount of Contract: \$ 60,000
Duration in Months: 1 month
Awarding Agency: MiraCosta College District
Awarding Agency Address: 1 Barnard Drive, Oceanside CA 92056
Awarding Agency Phone Number (include area code): 760) 795-6734
Awarding Agency Project Liaison Manager: Tracy Gibson

Name of Project: Coin Laundry and Alborz Restaurant TPO Roof
Location of Project: 2672 Delmar Heights Road, San Diego CA 92014
Amount of Contract: \$77,591
Duration in Months: 2 months
Awarding Agency: Donahue Schriber
Awarding Agency Address: 12925 El Camino Rd. Suite J28 San Diego CA 92131
Awarding Agency Phone Number (include area code): (858) 793-5761
Awarding Agency Project Liaison Manager: Tim Sullivan

Name of Project: Macy's Montebello - Roof Areas 'A'
Location of Project: 2000 Montebello Town Center, Montebello CA 90640
Amount of Contract: \$235,958
Duration in Months: 3 months
Awarding Agency: Macy's Corporate Services
Awarding Agency Address: 112 W. 34th St. (3rd Floor) New York, New York
Awarding Agency Phone Number (include area code): (646) 276-0666
Awarding Agency Project Liaison Manager: Rob Bland

Name of Project: Montefaro Condo Association - Samafil PVC System
Location of Project: 1000 Genter Street, La Jolla CA 92037
Amount of Contract: \$456,024
Duration in Months: 4 months
Awarding Agency: Nautilus General Contractor
Awarding Agency Address: 8033 Vickers Street, San Diego CA 92111
Awarding Agency Phone Number (include area code): (858) 939-1546
Awarding Agency Project Liaison Manager: Paul Pigott

~ MUST BE SUBMITTED WITH BID - COPY FOR ADDITIONAL PAGES AS NEEDED ~



Policy Number:

Date Entered:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FLINTRIDGE INSURANCE SERVICES 4580 E Thousand Oaks Blvd. Suite 150 WESTLAKE VILLAGE, CA 91362 (005) 449-2800	CONTACT NAME:		
	PHONE (A/C, No., Ext.):	(805) 449-2800	FAX (A/C, No.): (805) 449-1765
INSURED Alta Roofing & Waterproofing Inc. 8515 Arjons Drive, Suite K & M San Diego, CA 92126	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Colony Insurance Company	36927
	INSURER B:	WESCO INSURANCE	25011
	INSURER C:	Western World Insurance Company	13196
	INSURER D:	Redwood Fire & Casualty Ins Co	
	INSURER E:	Allianz Global Corporate and Specialty	35300
	INSURER F:	AIG CASUALTY COMPANY	19402

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			103 GL 0022914-01	3/31/2019	3/31/2020	EACH OCCURRENCE § 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 50,000 MED EXP (Any one person) § 5,000 PERSONAL & ADV INJURY § 1,000,000 GENERAL AGGREGATE § 2,000,000 PRODUCTS - COMPI/OP AGG § 2,000,000 §
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> COMP/COLL <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY 1,000			WPP157924001	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) § 1,000,000 BODILY INJURY (Per person) § BODILY INJURY (Per accident) § PROPERTY DAMAGE (Per accident) § §
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 10,000			GLX1000392-01	3/31/2019	3/31/2020	EACH OCCURRENCE § 5,000,000 AGGREGATE § 5,000,000 §
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ADWC026999	2/5/2019	2/5/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT § 1,000,000 E.L DISEASE - EA EMPLOYEE § 1,000,000 E.L DISEASE - POLICY LIMIT § 1,000,000
E	PROPERTY			MXI 93078967	10/1/2018	10/1/2019	LIMIT PP: INCLUDED LIMIT BI: INCLUDED
F	POLLUTION			17793659	3/31/2019	3/31/2020	LIMIT: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fallbrook Regional Health District 1636 E. Mission Road, Fallbrook, California & County of San Diego named as additional insured.

CERTIFICATE HOLDER

Fallbrook Regional Health District
1636 E. Mission Road
Fallbrook, California 92028

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Produced using Forms Boss Plus software. www.FormsBoss.com, Impressive Publishing, LLC 800-208-1977

Policy Number: 103 GL 0022914-01

CG 20 10 07 04

Named Insured: Alta Roofing and Waterproofing

Effective Date: 03/31/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS LESSEES OR
CONTRACTORS-SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Fallbrook Regional Health District 1636 E. Mission Road, Fallbrook, California &
County of San Diego

If no entry appears above, information required to complete this endorsement will be show in the
Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omission of those acting on your behalf;
In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured’s, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

CG 2010 07 04

1. All work, including materials, parts or equipment furnished in

Connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of “your work” out of which the injury or damage arises has been put to it’s intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

ISO Properties, Inc. 2000



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Alta Roofing & Waterproofing, Inc., as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, and authorized to do business in the State of California as Surety, are held and firmly bound unto the Fallbrook Regional Health District as Obligee, in the sum of 10% of Amount Bid not to Exceed Thirty Five Thousand and 00/100 Dollars (\$35,000.00), lawful money of the United States of America, to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for: Metal Roof Replacement, 1636 East Mission Road

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the Philadelphia Indemnity Insurance Company as Surety or with other Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 27th day of August, 2019.

Alta Roofing & Waterproofing, Inc.

(Principal)

(Seal)

By: _____

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

By: _____

R.E. Gail, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

Philadelphia Indemnity Insurance Company 251 S. Lake Avenue, Suite 360 Pasadena CA 91101
PHONE (626) 639-1326

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On AUG 27 2019 before me, Brendan Gail, Notary Public
(Here insert name and title of the officer)

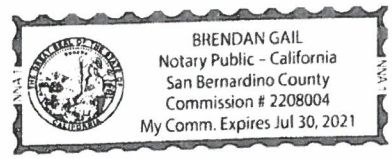
personally appeared R.E. Gail,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brendan Gail
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint R. E. Gail of Sierra Summit Surety Insurance Services, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

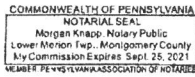
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

(Notary Seal)

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this AUG 27, 2019 day of



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On August 27, 2019 before me, Helen E. Nauert
(insert name and title of the officer)

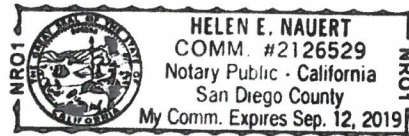
personally appeared Marcus Clinco
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Helen E. Nauert*

(Seal)



ACTION ITEMS

G7.

Approval of Award of Construction Contract
for the Flat Roof Replacement Project
for the Properties located at
138 South Brandon Road and
617 Alvarado Street, Fallbrook California

FALLBROOK REGIONAL HEALTH DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

FLAT ROOF REPLACEMENT FOR THE PROPERTIES LOCATED AT
138 SOUTH BRANDON STREET AND 617 ALVARADO STREET
FALLBROOK, CALIFORNIA

BID FORM

Each bidder offering a proposal must be familiar with all requirements necessary to complete the repair outlined and agrees to utilize manufacture approved installers where applicable.

The undersigned bidder hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities and communication for the project detailed herein.

The Base Bid amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Permits shall be obtained by contractor; client will reimburse contractor for actual permit costs.

The Bidder shall hold all pricing for ninety (90) calendar days after bidding due date. The Client reserve the right to adjust by change order the actual quantity of each unit item utilizing the quoted unit prices. The HOA would like your proposal for their wood replacement and paint project as follows:

Roof Replacement:

138 South Brandon Road:	\$ 37,855 Lump Sum
617 Alvarado Street:	\$ 70,810 Lump Sum
Project Total:	\$ 108,665 Lump Sum

Proposed Start Date: Within 10 days of receipt of executed contract, Bonds and insurance certificates.

Proposed Duration: 60 – 90 days

Bidder Name: Michelle Mosqueda

Bidder Signature: 

Company Name: A Good Roofer Inc

Date: 8-26-19

FALLBROOK REGIONAL HEALTH DISTRICT

Addenda Number One (1) for Flat Roof Replacement Project for the Properties located at 138 South Brandon Street and 617 Alvarado Street, Fallbrook California

Clarification:

1. PART III – Special Provisions

Section 2-1.4 Submittals - Modify to read:

A. 3. Sample copy of a 2-year Applicator's warranty bond.

2. PART II – Procedural Documents

Bid Form – Substitute Roof Replacement Section to read:

Roof Replacement:

138 South Brandon Road:	\$ <u>37,855</u> Lump Sum
617 Alvarado Street:	\$ <u>70,810</u> Lump Sum
Project Total:	\$ <u>108,665</u> Lump Sum
Optional Cost to Remove and Replace 4'x8' Plywood Sheathing per/sht.	\$ <u>200</u>

SECTION 3 - PROPOSAL

**FALLBROOK REGIONAL HEALTH DISTRICT
SAN DIEGO COUNTY, CALIFORNIA**

**FLAT ROOF REPLACEMENT FOR THE PROPERTIES LOCATED AT
138 SOUTH BRANDON ROAD AND 617 ALVARADO STREET
FALLBROOK, CALIFORNIA**

NAME OF BIDDER: *A Good Roofer Inc.*
BUSINESS ADDRESS: *11651 Riverside Dr. Suite 145 Lakeside CA 92040*
PHONE NUMBER: *619-561-7600*
FAX NUMBER: *619-561-7601*
D.I.R. NUMBER: *100000746*

TO THE BOARD OF DIRECTORS OF THE FALLBROOK REGIONAL HEALTH DISTRICT:

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials (except as otherwise provided for in the Contract Documents), tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the performance of said work, all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Numbers 01, _____, _____, _____, and _____ on file in the District Office, and also including Water and Sewer District's Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities", for the prices hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the Proposal is accepted, that he will execute a Contract with the District in the form set forth in the Contract Documents; and that he will accept in full payment thereof the prices set forth in the Bid Schedules contained in Part I of these Contract Documents (Procedural Documents) and made part hereof by reference.

NOTE: If Bidder is a corporation, the legal name of the corporation and the names of the President, Secretary, Treasurer, and Manager thereof shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation, and corporate seal; if Bidder is a co-partnership, the true name of the firm and all individual co-partners composing the firm shall be set forth above, together with the signature of the partner(s) authorized to sign the Contract on behalf of the co-partnership; if a special partnership, the names of the general partners and special partners shall be set forth above, together with the signature of the partner(s) authorized to sign the Contract on behalf of the special partnership; and if the Bidder is an individual, his full legal name and signature shall be set forth above.

DECLARATION OF BIDDER

The Bidder is licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California as a Class C-39 Contractor, License No. 685015, License Expiration Date 5-31-20.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 26th day of August, 2019, at Lakeside, California.

Company Name: A Good Roofer Inc.

Signature of Bidder: 

Title: President

NONCOLLUSION AFFIDAVIT

(TO BE EXECUTED BY BIDDER, NOTARIZED, AND SUBMITTED WITH BID)

Michelle Mosqueda, being duly sworn, deposes and says that he or she is President of A Good Roofer Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effect a collusive or sham bid.

Company Name: A Good Roofer Inc.

Signature of Bidder: 

Title: President

Dated: August 27, 2019.

THIS FORM MUST BE NOTARIZED. ATTACH NOTARY ACKNOWLEDGMENT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

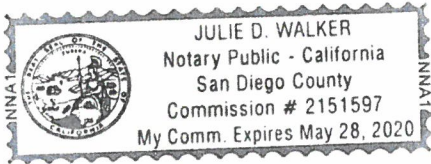
STATE OF CALIFORNIA

County of San Diego

On August 27, 2019 before me, Julie D Walker, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Michelle Mosqueda
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Julie D Walker
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit

Document Date: 8-27-19 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer is Representing: _____

IMPORTANT

Contractor Public Agency Reference Sheet

All contractors bidding on projects for the FALLBROOK REGIONAL HEALTH DISTRICT who have not been awarded a project with the District within the last year, are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder.

List all projects in chronological order from the most recent project, even if not completed, going back at least three (3) years. Make sure to include all projects involving local, county, state, and federal agencies.

Please See Attachments

Name of Project: _____

Location of Project: _____

Amount of Contract: _____

Duration in Months: _____

Awarding Agency: _____

Awarding Agency Address: _____

Awarding Agency Phone Number (include area code): _____

Awarding Agency Project Liaison Manager: _____

Name of Project: _____

Location of Project: _____

Amount of Contract: _____

Duration in Months: _____

Awarding Agency: _____

Awarding Agency Address: _____

Awarding Agency Phone Number (include area code): _____

Awarding Agency Project Liaison Manager: _____

Name of Project: _____
Location of Project: _____
Amount of Contract: _____
Duration in Months: _____
Awarding Agency: _____
Awarding Agency Address: _____
Awarding Agency Phone Number (include area code): _____
Awarding Agency Project Liaison Manager: _____

Name of Project: _____
Location of Project: _____
Amount of Contract: _____
Duration in Months: _____
Awarding Agency: _____
Awarding Agency Address: _____
Awarding Agency Phone Number (include area code): _____
Awarding Agency Project Liaison Manager: _____

Name of Project: _____
Location of Project: _____
Amount of Contract: _____
Duration in Months: _____
Awarding Agency: _____
Awarding Agency Address: _____
Awarding Agency Phone Number (include area code): _____
Awarding Agency Project Liaison Manager: _____

~ MUST BE SUBMITTED WITH BID - COPY FOR ADDITIONAL PAGES AS NEEDED ~

A Good Roofer, Inc.
Projects

Project Name:	Contract Number	Contract \$:	Owner/GC:	Point of Contact:	Number of schools	Complete:
San Diego Hvac IDIQ Region 1	CZ-14-0297-08	\$1,447,610.00	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	7	2/9/2016
San Diego Hvac IDIQ Region 1	CZ-14-0297-08 A2	\$633,221.00	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	8	3/13/2018
San Diego Hvac IDIQ Region 2	CZ-14-0298-08	\$1,937,239.00	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	13	2/9/2016
San Diego Hvac IDIQ Region 2	CZ-14-0298-08 A2	\$946,882.00	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	10	6/25/2018
San Diego Hvac IDIQ Region 4	CZ-14-0300-08	\$968,465	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	10	2/9/2016
San Diego Hvac IDIQ Region 4	CZ-14-0300-08 A2	\$775,751	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	9	11/13/2017
San Diego Hvac IDIQ Region 5	CZ-14-0541-08	\$2,510,625	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	9	2/9/2016
San Diego Hvac IDIQ Region 5	CZ-14-0541-08 A2	\$1,049,937	San Diego Unified School District 4100 Normal St, San Diego, CA 92103 Owner: SDUSD / Soltek Pacific GC	Mark Hussey 619-520-0011	9	9/20/2018
Lexington ES		\$457,000	Cajon Valley Union Elementary 1145 Redwood Ave, El Cajon, CA 92019 Owner: CVUE / West Coast Air	WCA 619-561-8000		9/15/2015
Sycamore Canyon ES		\$550,514	Sycamore Canyon ES 10201 Settle Rd, Santee, CA 92071 Owner: Santee school district	Christina Becker 619-258-2323		8/18/2018
Cajon Park ES		\$456,934	Cajon Park ES 10300 Magnolis Ave, Santee CA 92071 Owner: Santee school district	Christina Becker 619-258-2323		8/18/2018
Eastlake HS		\$989,512	Sweetwater Union High School District 1130 Fifth Avenue, Chula Vista, CA 91911 Owner: SUHSD / Grahovac	Grahovac Con 619-466-6693		8/31/2016

A Good Roofer, Inc.
Projects

Project Name:	Contract \$:	Owner/Property Manager:	Point of Contact:	Complete:
Roofing Projects at 17 Sites	\$865,171.00	La Mesa - Spring Valley School District (M&O) 3838 Conrad Drive, Spring Valley, CA 91977 Owner: La Mesa - Spring Valley School District	Garth Stone 619-668-8399	10/15/2008
La Mesa Middle School Reroof	\$1,122,178.00	La Mesa - Spring Valley School District (M&O) 3838 Conrad Drive, Spring Valley, CA 91977 Owner: La Mesa - Spring Valley School District	Garth Stone 619-668-8399	10/30/2009
Reroof Multiple Sites at Grossmont CC	\$1,600,600.00	Grossmont-Cuyamaca Community College District 8800 Grossmont College Drive, El Cajon, CA 92020 Owner: Grossmont College	John Wilson PM 619-231-6100 x 1209	9/11/2011
Casa Del Prado Reroofing Project	\$1,296,000.00	City of San Diego - Field Engineering Division 9485 Aero Drive, MS 18, San Diego, CA 92123 Owner: City of San Diego	Jong Choi, P.E. 858-627-3273	5/24/2012
TriCity Women's Center Reroof	\$486,102	Tri City Medical Center 4002 Vista Way, Oceanside, CA 92056 Owner: Tri City Medical Center	Karin Fowler, PM 858-552-0600	1/31/2014
Bernardo Executive Center	\$233,334	Bernardo Executive Center 16835, -55, -75 West Bernardo Dr., San Diego, CA 92127 Owner: Brookwood Properties	Curtis Slife, CM 602-763-0050	2/15/2014
Peterson Office Building	\$230,976	San Diego-Imperial Counties Dev. Svcs. Foundation 4355 Ruffin Road, San Diego, CA 92123 Property Manager: Meissner Jacquet	Andrea Tagle, PM 858-373-2100	11/2/2015
Pacific Highlands Ranch Community Park	\$441,000	PHR Community Park 5977 Village Center Loop Road, San Diego, CA 92130 Owner: Padre Homes / GC T.B Penick	Peter Lupo PM 619-571-0647	9/1/2018
1760 W Descanso	\$322,199	1760 W Descanso Ave San Marcos, CA GC: Burger Construction	Brian Kane PM 760-504-5899	4/1/2017
Sycamore Canyon ES	\$550,514	Sycamore Canyon ES 10201 Settle Rd, Santee, CA 92071 Owner: Santee school district	Christina Becker 619-258-2323	8/18/2018
Cajon Park ES	\$456,934	Cajon Park ES 10300 Magnolis Ave, Santee CA 92071 Owner: Santee school district	Christina Becker 619-258-2323	8/18/2018
5052 Wightman	\$266,175	Chicano Federation Housing 3180 University Ave San Diego, CA 92115	Jerilyn 619-285-5600	6/1/2018

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE A Good Roofer, Inc.

11651 Riverside Dr., Suite 145, Lakeside, CA 92040

as Principal, hereinafter called the Principal, and International Fidelity Insurance Company

One Newark Center, Newark, NJ 07102-5207

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto FALLBROOK REGIONAL HEALTH DISTRICT

138 SOUTH BRANDON ROAD, FALLBROOK, CA 92028

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

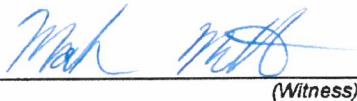
Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for FLAT ROOF REPLACEMENT FOR THE PROPERTIES LOCATED AT 138 SOUTH BRANDON STREET AND 617 ALVARADO STREET, FALLBROOK, CALIFORNIA

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of August, 2019


(Witness)

A Good Roofer, Inc.

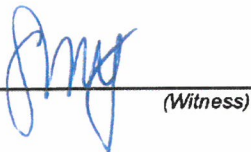
(Principal)

(Seal)

By: 

President
(Title)

Sarah Myers


(Witness)

International Fidelity Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Lawrence F. McMahon

(Title)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

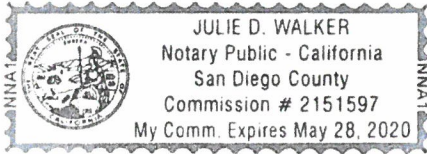
On Aug 27, 2019 before me, Julie D Walker, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Michelle Mosqueda
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Place Notary Seal Above

Signature Julie D Walker
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bill Bond

Document Date: Aug 26, 2019 Number of Pages: 1

Signer(s) Other Than Named Above: Lawrence F McMahon, Janice Martin

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA }
County of San Diego

On AUG 26 2019 before me, Rachel A. Mullen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~is~~) whose name(~~is~~) is/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity (~~is~~), and that by his/~~her/its~~ signature(~~is~~) on the instrument the person(~~is~~), or the entity upon behalf of which the person(~~is~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Rachel A. Mullen
Signature of Notary Public Rachel A. Mullen



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer is Representing:
Surety Company

- Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer is Representing:

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # bid bond

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JAMES D. CASTLE, LAWRENCE F. MCMAHON

San Diego, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



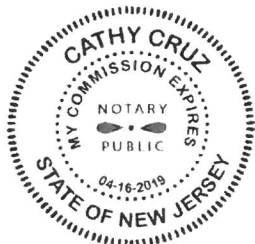
STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 26, 2019

Maria H. Branco, Assistant Secretary

A00392

SECTION 3 - PROPOSAL

**FALLBROOK REGIONAL HEALTH DISTRICT
SAN DIEGO COUNTY, CALIFORNIA**

**FLAT ROOF REPLACEMENT FOR THE PROPERTIES LOCATED AT
138 SOUTH BRANDON ROAD AND 617 ALVARADO STREET
FALLBROOK, CALIFORNIA**

NAME OF BIDDER: *Alta Roofing and waterproofing*
BUSINESS ADDRESS: *8515 Arjona Drive Suite K San Diego CA 92126*
PHONE NUMBER: *858) 256-7663*
FAX NUMBER: *858) 256-7660*
D.I.R. NUMBER: *1000043448*

TO THE BOARD OF DIRECTORS OF THE FALLBROOK REGIONAL HEALTH DISTRICT:

Pursuant to and in compliance with your Notice Inviting Sealed Proposals (Bids) and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials (except as otherwise provided for in the Contract Documents), tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the performance of said work, all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Numbers _____, _____, _____, and _____ on file in the District Office, and also including Water and Sewer District's Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities", for the prices hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the Proposal is accepted, that he will execute a Contract with the District in the form set forth in the Contract Documents; and that he will accept in full payment thereof the prices set forth in the Bid Schedules contained in Part I of these Contract Documents (Procedural Documents) and made part hereof by reference.

FALLBROOK REGIONAL HEALTH DISTRICT
SAN DIEGO COUNTY, CALIFORNIA

FLAT ROOF REPLACEMENT FOR THE PROPERTIES LOCATED AT
138 SOUTH BRANDON STREET AND 617 ALVARADO STREET
FALLBROOK, CALIFORNIA

BID FORM

Each bidder offering a proposal must be familiar with all requirements necessary to complete the repair outlined and agrees to utilize manufacture approved installers where applicable.

The undersigned bidder hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities and communication for the project detailed herein.

The Base Bid amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Permits shall be obtained by contractor; client will reimburse contractor for actual permit costs.

The Bidder shall hold all pricing for ninety (90) calendar days after bidding due date. The Client reserve the right to adjust by change order the actual quantity of each unit item utilizing the quoted unit prices. The HOA would like your proposal for their wood replacement and paint project as follows:

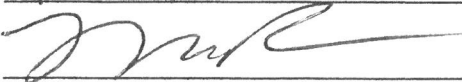
Roof Replacement:

138 South Brandon Road:	\$ 40,232 ⁰⁰ Lump Sum
617 Alvarado Street:	\$ 84,318 ⁰⁰ Lump Sum
Project Total:	\$ 130,550 ⁰⁰ Lump Sum

Proposed Start Date: Within 10 days of receipt of executed contract, Bonds and insurance certificates.

Proposed Duration: 60 – 90 days

Bidder Name: Michael Rucke

Bidder Signature: 

Company Name: Alta Roofing and Waterproofing

Date: 8/26/19

In accordance with Section 4104 of the California Public Contracts Code, Contractor shall furnish, in the spaces below, the name and the location of the place of business of each subcontractor who will perform work for the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total bid or Ten Thousand Dollars (\$10,000), whichever is greater.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

<u>DIVISION OF WORK OR TRADE</u>	<u>SUBCONTRACTOR LICENSE CLASSIFICATION AND LICENSE NUMBER</u>	<u>ADDRESS OF MILL, SHOP OR OFFICE/DIR NUMBER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The name of all persons interested in the foregoing Proposals as principals are as follows:

Signature of Bidder: 

Dated: August 26, 2019.

NOTE: If Bidder is a corporation, the legal name of the corporation and the names of the President, Secretary, Treasurer, and Manager thereof shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation, and corporate seal; if Bidder is a co-partnership, the true name of the firm and all individual co-partners composing the firm shall be set forth above, together with the signature of the partner(s) authorized to sign the Contract on behalf of the co-partnership; if a special partnership, the names of the general partners and special partners shall be set forth above, together with the signature of the partner(s) authorized to sign the Contract on behalf of the special partnership; and if the Bidder is an individual, his full legal name and signature shall be set forth above.

DECLARATION OF BIDDER

The Bidder is licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California as a Class C39 Contractor, License No. 993536, License Expiration Date June 30, 2020.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on the 26th day of August, 2019, at San Diego, California.

Company Name: Alta Roofing and Waterproofing

Signature of Bidder: 

Title: Project Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On August 27, 2019 before me, Helen E. Nauert
(insert name and title of the officer)

personally appeared Michael H. Rucke,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Helen E. Nauert* (Seal)



NONCOLLUSION AFFIDAVIT

(TO BE EXECUTED BY BIDDER, NOTARIZED, AND SUBMITTED WITH BID)

Michael Rucke, being duly sworn, deposes and says that he or she is Project Manager of Alta Roofing and Waterproofing, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effect a collusive or sham bid.

Company Name: Alta Roofing and Waterproofing Inc.

Signature of Bidder: 

Title: Project Manager

Dated: August 27, 2019.

THIS FORM MUST BE NOTARIZED. ATTACH NOTARY ACKNOWLEDGMENT.

IMPORTANT

Contractor Public Agency Reference Sheet

All contractors bidding on projects for the FALLBROOK REGIONAL HEALTH DISTRICT who have not been awarded a project with the District within the last year, are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder.

List all projects in chronological order from the most recent project, even if not completed, going back at least three (3) years. Make sure to include all projects involving local, county, state, and federal agencies.

Name of Project: The Hotel Del Coronado Reroof
Location of Project: 1500 Orange Ave., Coronado, CA 92118
Amount of Contract: \$5,675,542.41
Duration in Months: current (Estimated completion 18 months)
Awarding Agency: BSK Del Partners c/o BRE Resorts and Hotels
Awarding Agency Address: 501 E. Camino Real, Boca Raton FL 33432
Awarding Agency Phone Number (include area code): 858) 376-2853
Awarding Agency Project Liaison Manager: Mike Hanagan

Name of Project: MiraCosta College Reroof
Location of Project: 4 Barnard Drive, Oceanside CA 92056 (4300 Bldg.)
Amount of Contract: \$60,000
Duration in Months: 1 month
Awarding Agency: MiraCosta College District
Awarding Agency Address: 1 Barnard Drive, Oceanside CA 92056
Awarding Agency Phone Number (include area code): 760) 795-6734
Awarding Agency Project Liaison Manager: Tracy Gibson

Name of Project: Coin Laundry and Alborz Restaurant TPO Roof
Location of Project: 2672 Delmar Heights Road, San Diego CA 92014
Amount of Contract: \$77,591
Duration in Months: 2 months
Awarding Agency: Donahue Schriber
Awarding Agency Address: 12925 El Camino Rd. Suite J28 San Diego, CA 9213
Awarding Agency Phone Number (include area code): (858) 793-5761
Awarding Agency Project Liaison Manager: Tim Sullivan

Name of Project: Macy's Montebello - Roof Areas 'A'
Location of Project: 2000 Montebello Town Center, Montebello CA 90640
Amount of Contract: \$235,958
Duration in Months: 3 months
Awarding Agency: Macy's Corporate Services
Awarding Agency Address: 112 W. 34th St. (3rd Floor) New York, NY
Awarding Agency Phone Number (include area code): (646) 276-0666
Awarding Agency Project Liaison Manager: Rob Bland

Name of Project: Montefaro Condo Association - Sarnafil PVC System
Location of Project: 1000 Genter Street, La Jolla CA 92037
Amount of Contract: \$456,024
Duration in Months: 4 months
Awarding Agency: Nautilus General Contractor
Awarding Agency Address: 8033 Vickers Street, San Diego CA 92111
Awarding Agency Phone Number (include area code): (858) 939-1546
Awarding Agency Project Liaison Manager: Paul Pigott

~ MUST BE SUBMITTED WITH BID - COPY FOR ADDITIONAL PAGES AS NEEDED ~



Policy Number:

Date Entered:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FLINTRIDGE INSURANCE SERVICES 4580 E Thousand Oaks Blvd. Suite 150 WESTLAKE VILLAGE, CA 91362 (805) 440-2800	CONTACT NAME:		
	PHONE (A/C, No, Ext): (805) 449-2800	FAX (A/C, No): (805) 449-1765	
INSURED Alta Roofing & Waterproofing Inc. 8515 Arjons Drive, Suite K & M San Diego, CA 92126	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Colony Insurance Company	36927
	INSURER B:	WESCO INSURANCE	25011
	INSURER C:	Western World Insurance Company	13196
	INSURER D:	Redwood Fire & Casualty Ins Co	
	INSURER E:	Allianz Global Corporate and Specialty	35300
	INSURER F:	AIG CASUALTY COMPANY	19402

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			103 GL 0022914-01	3/31/2019	3/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP/COLL 1,000			WPP157924001	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 10,000			GLX1000392-01	3/31/2019	3/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ADWC026999	2/5/2019	2/5/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
E	PROPERTY			MXI 93078967	10/1/2018	10/1/2019	LIMIT PP: INCLUDED
F	POLLUTION			17793659	3/31/2019	3/31/2020	LIMIT BI: INCLUDED LIMIT: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fallbrook Regional Health District 138 South Brandon Road AND 617 Alvarado Street, Fallbrook, California AND County of San Diego named as additional insured.

CERTIFICATE HOLDER

Fallbrook Regional Health District
138 South Brandon Road AND 617 Alvarado Street,
Fallbrook, California

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Policy Number: 103 GL 0022914-01 **CG 20 10 07 04**

Named Insured: Alta Roofing and Waterproofing Effective Date: 03/31/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS LESSEES OR
CONTRACTORS-SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Fallbrook Regional Health District 138 South Brandon Road AND 617 Alvarado Street, Fallbrook, California AND County of San Diego

If no entry appears above, information required to complete this endorsement will be show in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omission of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured’s, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

CG 2010 07 04

1. All work, including materials, parts or equipment furnished in

Connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of “your work” out of which the injury or damage arises has been put to it’s intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

ISO Properties, Inc. 2000



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Alta Roofing & Waterproofing, Inc., as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, and authorized to do business in the State of California as Surety, are held and firmly bound unto the Fallbrook Regional Health District as Obligee, in the sum of 10% of Amount Bid not to Exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00), lawful money of the United States of America, to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for: Flat Roof Replacement, 138 South Brandon Road and 167 Alvarado Street

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the Philadelphia Indemnity Insurance Company as Surety or with other Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 27th day of August, 2019.

Alta Roofing & Waterproofing, Inc.

(Principal)

(Seal)

By: [Signature]

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

By: [Signature]

R.E. Gail, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

Philadelphia Indemnity Insurance Company 251 S. Lake Avenue, Suite 360 Pasadena CA 91101
PHONE (626) 639-1326

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On AUG 27 2019 before me, Brendan Gail, Notary Public,
(Here insert name and title of the officer)

personally appeared R.E. Gail,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

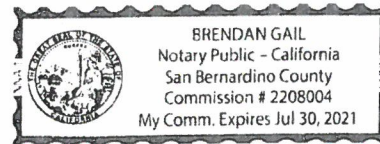
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brendan Gail

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **R. E. Gail of Sierra Summit Surety Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

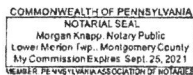
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of AUG 27 2019, 20_____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On August 27, 2019 before me, Helen E. Nauert
(insert name and title of the officer)

personally appeared Marcus Clinco,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Helen E. Nauert* (Seal)



ACTION ITEMS

G8.

Approval of Amendment to the AD Magellan
Construction Consulting Services Agreement to
add Project Oversight services (\$33,000)



RE: Project Oversight services for Fallbrook Regional Health District

Amendment to Section 3 in Agreement for Construction Consulting Services signed 4/2/2019

This amendment outlines our project oversight services for the Fallbrook Regional Health District roof repairs. The project consists of the repairs listed in the previous Request for Proposal.

Project Oversight:

1. Construction Planning Services

- a. Meet with selected contractor prior to mobilization to establish phasing, schedule and access plan. Establish communication between contractor and ADM Team, and finalize project logistics prior to project commencement.
- b. Project Logistics include:
 - i. Project Submittals and Quality Assurance/Quality Control Program
 - ii. Project Schedule
 - iii. Pay schedule, pay application, lien releases and change order protocols
 - iv. Staging/Parking/Material Storage
 - v. Safety Plan and determine project 'Competent Person'
 - vi. Communication Protocols as approved by management
 - vii. ADM Project Portal Tutorial - BuilderTrend

NOTE: Contractor will be required to post a daily log that includes a description of work for the day, photos and other items of interest.
- c. Meet with selected contractor, Executive Director, and board to finalize all project logistic terms. Terms to be an exhibit in contractor and BOD contract.

2. Onsite project review

- a. Weekly ADM/Contractor discussion to review safety, quality, cost, schedule, and communication.
 - i. Notes from meeting to be documented in a 'Daily Log' via the project portal, BuilderTrend, for review. All weekly communication to be printed and submitted in pdf format to the Executive Director and the board.
- b. Site visit
 - i. Project site observation to be performed by ADM 1 time per week. An additional visit can be performed as needed at no additional charge for the review of changes in scope, or major issues requiring ADM's review. These initial site visits will not be scheduled with contractor. ADM will review safety, status of the project, and confirm site cleanliness.
 - ii. ADM will post a daily log for each visit conducted. Daily log will include photo documentation and observation notes, submitted in PDF format to the Executive Director and the board.



- 3. Review of monthly pay application**
 - a. Contractor will submit monthly invoices to ADM for review per their contracted pay schedule.
 - b. ADM will send recommendations to management for payment.
 - c. Lien releases to be requested when applicable.

- 4. Review of all applicable change orders related to the contracted scope of work**
 - a. Change orders will be submitted to ADM for review. ADM will make recommendations to the Executive Director and the board for approval or rejection.

- 5. Board and Management Communication**
 - a. Weekly updates will be created via the project portal, BuilderTrend, and submitted in pdf format to the Executive Director and the Board regarding the project progress and any specific items of note. Board and Management will have access to our project portal to review schedule, daily logs, comments/messages, and project budget status.

- 6. Project Close-Out**
 - a. Assist contractor and management with punch list development.
 - b. Manage punch list for project completion.
 - c. Compile all lien releases, permits, and warranties for final close out package for HOA records. Project close out package for management records to be delivered to management and presented to board at project adjournment.



Price and Payment

Our cost for Construction Management shall be a not to exceed amount of \$33,000.00 based on the contractors estimated four-month project duration. Should the project duration be reduced from a four-month duration, ADM will credit at a rate of \$2,062.52/week. In addition, at any time, the District may exercise the option to pause (“Pause”) the engagement of ADM upon written notice to ADM specifying the effective date of the Pause (“Pause Notification Date”). From the period following the Pause Notification Date until the District notifies ADM in writing to proceed with Construction Management services, ADM will not be obligated to conduct any work associated with the Construction Management services.

Exclusions:

- Development of special assessment notice and management of special assessment.
- Permitting and plan check.
- Obtaining required documents from the city.

Notes:

- Management to be responsible for coordination for utilization of parking spaces needed for temporary use by contractors. Use of space and coordination by management to be completed prior to job commencement. Failure to provide spaces requested by contractors to safely perform their scope of work may cause project delays and additional expense to the district.
- Coordination for removal and replacement of satellite dishes also to be coordinated by management prior to commencement, if required.
- Our services do not include any intrusive testing or construction work. If any intrusive testing is requested or recommended, such testing shall be performed under an amendment to the contract.
- For any construction management services requested by the Board of Directors outside of the scope listed above or for extensions to the project schedule, ADM will track and bill per our rate sheet.
- If repair items outside of the noted repair items are requested or recommended, additional hours will be required to develop that scope of work. ADM will provide a change order for additional hours.
- Additional meeting or site visit requests are subject to be billed per our rate sheet.

OWNER:
Fallbrook Regional Health District

CONSULTANT:
A.D. Magellan LLC.

By: _____
Authorized Signature Date

By: _____
Authorized Signature Date

Title: _____

Title: _____