

Fallbrook Regional HEALTH DISTRICT

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

BOARD OF DIRECTORS REGULAR BOARD MEETING

WEDNESDAY
APRIL 10, 2019

6:00 PM

AT

NEW MEETING LOCATION
FALLBROOK REGIONAL HEALTH DISTRICT
ADMINISTRATIVE OFFICE
138 SOUTH BRANDON ROAD
FALLBROOK, CA 92028



AGENDA
REGULAR BOARD MEETING
Wednesday, April 10, 2019, 6:00 p.m.
Administrative Office, 1st Floor Community Room, 138 S. Brandon Rd., Fallbrook

A. CALL MEETING TO ORDER – 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 President or the recording secretary. The Board has a policy limiting any speaker to not more than five minutes

D. PRESENTATIONS

- D1. Live Well San Diego presented by HHSA representative
- D2. Fit 2 Be Kids – Shae Gawlek

E. CONSENT ITEMS

E1.	Approval of February 2019 Financial Statements.....	2
E2.	Minutes of March 6, 2019 Finance Committee Meeting	24
E3.	Minutes of March 6, 2019 Special Board Meeting/Public Forum	27
E4.	Minutes of March 8, 2019 Facilities Committee.....	30
E5.	Minutes of March 13, 2019 Special Board Meeting	33
E6.	Minutes of March 13, 2019 Regular Board Meeting	35
E7.	Minutes of March 22, 2019 Facilities Committee.....	42
E8.	Minutes of March 28, 2019 Strategic Planning Committee.....	45
E9.	Minutes of March 29, 2019 Special Board Meeting	48
E10.	Minutes of March 30, 2019 Special Board Meeting	50

F. REPORTS

- F1. Finance Committee – Directors Jeffries and Mroz
- F2. Gov’t and Public Engagement Committee – Directors Schwartz-Frates and Mroz
- F3. Facilities Committee – Directors Leach and Mroz
- F4. Strategic Planning Committee – Directors Salmon and Jeffries
- F5. General Counsel – Blaise Jackson

G. DISCUSSION ITEMS

G1.	Consideration of Amendments to Bylaws (president changes – 1 st reading) Board.....	55
G2.	Review Urgent Care Update Status	64
G3.	Review Wellness Center Use Criteria	65
G4.	Review Proposals from Non-Profit Schools Regarding Space Use	67

H. ACTION ITEMS

H1. Approval of Proposal for Design Services Technical Provisions – Roof Replacement Projects for 1636 Mission, 617 Alvarado, 138 Brandon Properties – A.D. Magellan..... 83

H2. Approval of Lease with Med-Plus Urgent Care..... 94

H3. Ratify Proposal to Provide Consulting Services on Fallbrook Property for Major Use Permit -- J. Whalen Associates Inc. 113

H4. Approval of Facility Repair Parameters 122

H5. Approval of Landscaping for 1636 E. Mission Rd. Property: Phase One – Dewhirst+ Designs..... 124

H6. Consideration of Resolution 425 Authorization of Investment Deposit and Withdrawal of LAIF Funds 126

I. ITEMS FOR SUBSEQUENT MEETINGS

- I1. Other Director/Staff discussion items
- I1a. Item(s) for future board agendas
- I1b. Announcements of upcoming events:
- **ACHD Legislative Days, April 8-9**, Sacramento, CA
 - **Facilities Committee meeting** – Friday, **April 12th**, 10:00am, FRHD Administrative Office, Board Conference Room, 138 S. Brandon Rd., Fallbrook
 - **Community Collaborative for Health & Wellness Committee (CCH&W)** meeting – 3rd Wednesday, **April 17**, 10:30am-noon, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - **Bonsall Chamber of Commerce Easter Egg Hunt** – Thursday, **April 18th**, 3:00–5:00pm, River Village Plaza, 5256 S. Mission Rd., Fallbrook
 - **Special Meeting/Public Forum** – Transition to Zone-Based Elections – **April 18**, 6:00pm, Fallbrook Regional Health District, Community Room, 138 S. Brandon Rd., Fallbrook
 - **NCCCHI meeting** – 1st Wednesday, **May 1**, 2:00-3:00pm, FRHD Administrative Office, Board Conference Room, 138 S. Brandon Rd., Fallbrook
 - **Finance Committee meeting** – 1st Wednesday, **May 1**, 5:30pm, FRHD Administrative Office, Board Conference Room, 138 S. Brandon Rd., Fallbrook
 - **Woman of Wellness** – 1st Thursday, **May 1**, 6:00 – 7:30pm, Fallbrook Library
- I2. Next Regular Board meeting – Wednesday, May 8, 2019, 6:00pm, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook

J. CLOSED SESSION

- J1. Report Involving Trade Secret Pursuant to Health & Safety Code 32106 (potential new service or program, anticipated date of disclosure: TBD)
- J2. Consideration of Appointment of Public Employee Pursuant to Government Code Section 54957(b) – new Executive Director

K. RETURN TO OPEN SESSION

L. ADJOURNMENT

NOTE: I certify that on Friday, April 5, 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



**AGENDA
FINANCE COMMITTEE**

**Wednesday, April 3, 2019 at 5:30 P.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028**

Committee Members: Chair Jennifer Jeffries & Co-chair Barbara Mroz, Howard Salmon, Bill Leach, Kate Schwartz-Frates

Staff Member: Administrative Assistant Linda Bannerman

Accountant: Kathy Bogle

Bookkeeper: Wendy Lyon

1. Call to Order/Roll Call
2. Public Comments
3. Review of Financial Statements for February 2019
 - 1) Balance Sheet Comparison of February 2019 to January 2019
 - 2) Income Statement for the Month Ended February 28, 2019 & Fiscal Year to Date
 - 3) Profit & Loss Actual vs Budget – July 2018 through February 2019
 - 4) Profit & Loss – Approved Annual Budget Overview July 2018 through June 2019
 - 5) Local Agency Investment Fund (LAIF) Statement – February 2019
 - 6) CalTRUST Statement – February 2019
 - 7) Property Tax Revenue – Fiscal Year to Date
 - 8) Check Detail Report – February 2019
 - 9) Checkbook Report – February 2019
4. Discussion Items
 - 1) Urgent Care Update Status
5. Adjournment

I certify that on March 29, 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 of the Finance Committee.

A handwritten signature in blue ink, appearing to read "Linda Bannerman", is written over a horizontal line.

Board Secretary/Clerk

**FALLBROOK REGIONAL HEALTH DISTRICT
BALANCE SHEET COMPARISON**

Comparison of February 2019 to January 2018

	Feb 28, 19	Jan 31, 19	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
102.2 · Cash in Bank - Operating	0.00	790,629.26	(790,629.26)
102.3 · Cash in Bank-P.W. Oper. Acct.	652,236.71	99,006.44	553,230.27
102.6 · Cash in Bank -LAIF	1,489,507.00	1,489,507.00	0.00
102.9 · CalTRUST Investment Account	6,853,680.31	6,841,592.95	12,087.36
102.91 · Petty Cash	161.91	217.01	(55.10)
Total Checking/Savings	8,995,585.93	9,220,952.66	(225,366.73)
Other Current Assets			
104 · Prepaid Insurance	8,289.19	10,312.54	(2,023.35)
107 · Tax apportion receivable	0.00	50,794.20	(50,794.20)
110 · Reimbursmnt Rec'ble - Comm Inv	90,594.88	90,594.88	0.00
Total Other Current Assets	98,884.07	151,701.62	(52,817.55)
Total Current Assets	9,094,470.00	9,372,654.28	(278,184.28)
Fixed Assets			
121 · Equipment	59,622.88	59,622.88	0.00
121.2 · Equipment Depreciation	(33,610.22)	(32,864.76)	(745.46)
122.0 · ASSETS HELD FOR RESALE			
122.01 · ALVARADO STREET	291,240.00	291,240.00	0.00
122.011 · ALVARADO FMV Appraisal 2018	358,760.00	358,760.00	0.00
122.02 · BRANDON ROAD - ADMIN BLDG	291,240.00	291,240.00	0.00
122.021 · BRANDON FMV Appraisal 2018	508,760.00	508,760.00	0.00
122.03 · E MISSION ROAD	1801418.86	1801418.86	0.00
122.032 · E MISSION IMPROVEMENTS	17,072.00	19,106.00	(2,034.00)
Total 122.0 · ASSETS HELD FOR RESALE	3,268,490.86	3,270,524.86	(2,034.00)
Total Fixed Assets	3,294,503.52	3,297,282.98	(2,779.46)
TOTAL ASSETS	12388973.52	12669937.26	(280,963.74)
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
140 · Accounts Payable	40,486.51	37,293.16	3,193.35
Total Accounts Payable	40,486.51	37,293.16	3,193.35
Credit Cards			
150 · American Express			
150.2 - American Express 42005	1.17	0.00	1.17
Total 150 · American Express	1.17	0.00	1.17
Total Credit Cards	1.17	0.00	1.17
Other Current Liabilities			
204 · Accrued Vacation & Sick Leave	16,028.21	16,028.21	0.00
215 · District Wellness Initiatives			
215.23 · Health Fair	1,500.00	1,500.00	0.00
215.39 · PSA Screening	2,000.00	2,000.00	0.00
215.42 · Chair Yoga	140.00	680.00	(540.00)
215.43 · Mahjong	1,947.40	2,067.40	(120.00)
215.46 · FHD Promotional Float	500.00	500.00	0.00

**FALLBROOK REGIONAL HEALTH DISTRICT
BALANCE SHEET COMPARISON**

Comparison of February 2019 to January 2018

	Feb 28, 19	Jan 31, 19	\$ Change
215.50 · Woman of Wellness (WOW)	836.92	916.23	(79.31)
Total 215 · District Wellness Initiatives	6,924.32	7,663.63	(739.31)
Total Other Current Liabilities	22,952.53	23,691.84	(739.31)
Total Current Liabilities	63,440.21	60,985.00	2,455.21
Total Liabilities	63,440.21	60,985.00	2,455.21
Equity			
300 · Unrestricted Operations Fund	1,702,889.14	1,686,665.33	16,223.81
301 · Adjustment for FMV Appraisals	867,520.00	867,520.00	0.00
302.2 · Community Investment Fund	9,733,578.12	9,733,578.12	0.00
Net Income	21,546.05	321,188.81	(299,642.76)
Total Equity	12325533.31	12608952.26	(283,418.95)
TOTAL LIABILITIES & EQUITY	12388973.52	12669937.26	(280,963.74)

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended February 28, 2019 & Fiscal Year to Date

	Feb 19	Jul '18 - F...
Ordinary Income/Expense		
Income		
400. · District		
402 · Property tax revenue		1,168,312
403 · Interest / Dividends	12,087	150,019
406 · Unearned Inc (Loss) - Cal Trust		113
Total 400. · District	12,087	1,318,444
450. · Properties		
450.02 · Cost of Elder Str Property Sale	(229)	(8,135)
Total 450. · Properties	(229)	(8,135)
460 · Lease Income		
460.01 · Med+ Urgent Care (formerly A+)	4,800	38,400
Total 460 · Lease Income	4,800	38,400
Total Income	16,658	1,348,709
Gross Profit	16,658	1,348,709
Expense		
500 · Admin. Expenses & Overhead		
500.10 · Salaries	10,004	250,654
500.12 · Payroll Taxes	957	17,877
500.14 · W/C Insurance	126	1,005
500.15 · Employee Health & Welfare	1,388	13,852
500.16 · Board Stipends	2,500	14,000
500.17 · Education & Conferences	705	11,394
500.18 · Dues & Subscriptions		13,961
500.19 · Insurance - General	1,898	14,060
500.20 · Independent Accounting Services	850	6,800
500.21 · Annual Independent Audit		8,995
500.23 · General Counsel	18,830	95,336
500.25 · Office Expense		
01 · Communications	727	4,897
02 · I.T. and Website services	250	3,220
03 · Refreshments	34	966
04 · Office Expenses	429	7,254
05 · LAFCO Admin fees		1,367
06 · Independent Contract Services	6,273	36,357
Total 500.25 · Office Expense	7,712	54,061
500.27 · Depreciation	2,779	9,833
500.29 · Dist Promotions & Publications	1,662	5,390
500.32 · Consultant Fees	2,938	32,419
500.33 · Copier Lease	778	6,224
500.36 · Accrued Vacation & Sick Leave		(4,444)
Total 500 · Admin. Expenses & Overhead	53,125	551,416
530 · Blue Zone Designation		
530.18 · Promotions & Publications		(98)

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended February 28, 2019 & Fiscal Year to Date

	Feb 19	Jul '18 - F...
530.21 · Consultants		15,000
530.24 · Office Expense		
24.04 · Office Expenses	116	116
Total 530.24 · Office Expense	116	116
Total 530 · Blue Zone Designation	116	15,018
550 · Mgmt./Maint. - Alvarado Street		
550.07 · Custodial Services		125
550.10 · Maintenance Services & Repairs	461	1,724
550.22 · Property Manager	451	526
550.23 · General Counsel		438
550.32 · Consultant Fees		50
Total 550 · Mgmt./Maint. - Alvarado Street	912	2,862
570 · Mgmt./Maint. - E. Mission Road		
570.02 · Gas & Electric	333	4,876
570.03 · Water	2,845	5,881
570.04 · Waste Management	69	265
570.06 · Landscape - Grounds Environment	328	13,533
570.07 · Custodial Services	180	1,645
570.10 · Maintenance Services & Repairs	458	7,545
570.12 · Fire Alarm System		1,138
570.22 · Property Manager	900	2,963
570.25 · Office Expense		
25.01 · Communications	95	544
25.02 · I.T. & Website Services		100
25.04 · Office Expenses		5,989
25.06 · Independent Contract Services		44,872
Total 570.25 · Office Expense	95	51,505
570.29 · Dist. Promotions & Publications		9,185
570.32 · Consultant Fees	6,000	35,300
Total 570 · Mgmt./Maint. - E. Mission Road	11,208	133,836
590 · Mgmt./Maint. - S. Brandon Road		
590.01 · Property Manager	487	1,850
590.02 · Gas & Electric	596	7,740
590.03 · Water	219	1,607
590.04 · Waste Management	76	300
590.06 · Landscape - Grounds Environment	400	3,200
590.07 · Custodial Services	540	4,590
590.08 · Elevator	191	1,701
590.09 · Vehicle Expenses		61
590.10 · Maintenance Services & Repairs	236	1,617
590.11 · Medical Records Store & Service	2,354	16,484
590.12 · Fire Alarm System		781
Total 590 · Mgmt./Maint. - S. Brandon Road	5,100	39,929
600 · Community Health Contracts		
600.02 · Fbk Citizens Crime Prevention		5,250

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended February 28, 2019 & Fiscal Year to Date

	<u>Feb 19</u>	<u>Jul '18 - F...</u>
600.04 · Boys & Girls Club	9,188	36,803
600.05 · Community Health Systems, Inc.	26,250	78,750
600.06 · Fallbrook Land Conservancy		10,000
600.07 · Fbk Senior Citizens Srvc Club	19,688	59,063
600.08 · Fallbrook Smiles Project	18,769	56,306
600.09 · Fallbrook Union H. S. District	5,000	15,000
600.11 · Palomar Family Counseling Srvc	20,738	62,213
600.17 · Foundation for Senior Care	54,882	164,645
600.18 · Fallbrook Food Pantry	25,200	100,400
600.33 · REINS Therapeutic Prgm	17,063	51,188
600.46 · Mental Health Systems, Inc.	2,428	7,284
600.48 · UCSD Eye Mobile for Children	2,975	8,950
600.53 · Jeremiah's Ranch		7,744
600.54 · Healthy Adventures Foundation	2,363	7,088
600.57 · NC Fire Protection District	25,000	25,000
600.58 · Michelle's Place	6,300	18,900
Total 600 · Community Health Contracts	235,841	714,581
800 · District Direct Care Services		
800.02 · Med+ Urgent Care	10,000	70,000
Total 800 · District Direct Care Services	10,000	70,000
Total Expense	316,301	1,527,642
Net Ordinary Income	(299,643)	(178,934)
Other Income/Expense		
Other Expense		
900 · Community Invest Fd Reimbursmnt		(200,480)
Total Other Expense		(200,480)
Net Other Income		200,480
Net Income	(299,643)	21,546

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget

July 2018 through February 2019

	Jul '18 - F...	Budget	\$ Over Bu...
Ordinary Income/Expense			
Income			
400. · District			
402 · Property tax revenue	1,168,312	1,719,114	(550,802)
403 · Interest / Dividends	150,019	83,333	66,686
406 · Unearned Inc (Loss) - Cal Trust	113	0	113
Total 400. · District	1,318,444	1,802,447	(484,003)
450. · Properties			
450.02 · Cost of Elder Str Property Sale	(8,135)	0	(8,135)
Total 450. · Properties	(8,135)	0	(8,135)
460 · Lease Income			
460.01 · Med+ Urgent Care (formerly A+)	38,400	28,800	9,600
Total 460 · Lease Income	38,400	28,800	9,600
Total Income	1,348,709	1,831,247	(482,538)
Gross Profit	1,348,709	1,831,247	(482,538)
Expense			
500 · Admin. Expenses & Overhead			
500.10 · Salaries	250,654	183,333	67,321
500.12 · Payroll Taxes	17,877	15,333	2,543
500.14 · W/C Insurance	1,005	1,005	(0)
500.15 · Employee Health & Welfare	13,852	10,000	3,852
500.16 · Board Stipends	14,000	14,000	0
500.17 · Education & Conferences	11,394	12,333	(939)
500.18 · Dues & Subscriptions	13,961	9,333	4,628
500.19 · Insurance - General	14,060	12,650	1,410
500.20 · Independent Accounting Services	6,800	6,800	0
500.21 · Annual Independent Audit	8,995	8,850	145
500.23 · General Counsel	95,336	30,000	65,336
500.25 · Office Expense			
01 · Communications	4,897	2,433	2,464
02 · I.T. and Website services	3,220	7,333	(4,113)
03 · Refreshments	966	1,667	(701)
04 · Office Expenses	7,254	10,467	(3,213)
05 · LAFCO Admin fees	1,367	911	456
06 · Independent Contract Services	36,357	40,000	(3,643)
Total 500.25 · Office Expense	54,061	62,811	(8,750)
500.27 · Depreciation	9,833	3,434	6,399
500.29 · Dist Promotions & Publications	5,390	25,500	(20,110)
500.32 · Consultant Fees	32,419	68,500	(36,081)
500.33 · Copier Lease	6,224	6,665	(441)
500.36 · Accrued Vacation & Sick Leave	(4,444)	5,000	(9,444)
500.40 · Video/AV Equipment	0	3,333	(3,333)
580.01 · General Election	0	16,500	(16,500)
Total 500 · Admin. Expenses & Overhead	551,416	495,382	56,034
530 · Blue Zone Designation			
530.18 · Promotions & Publications	(98)		
530.21 · Consultants	15,000		
530.24 · Office Expense			

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget

July 2018 through February 2019

	Jul '18 - F...	Budget	\$ Over Bu...
24.04 · Office Expenses	116		
Total 530.24 · Office Expense	116		
Total 530 · Blue Zone Designation	15,018	0	15,018
550 · Mgmt./Maint. - Alvarado Street			
550.07 · Custodial Services	125		
550.10 · Maintenance Services & Repairs	1,724		
550.22 · Property Manager	526		
550.23 · General Counsel	438		
550.32 · Consultant Fees	50		
Total 550 · Mgmt./Maint. - Alvarado Street	2,862		
570 · Mgmt./Maint. - E. Mission Road			
570.02 · Gas & Electric	4,876	10,667	(5,791)
570.03 · Water	5,881	2,000	3,881
570.04 · Waste Management	265	667	(402)
570.06 · Landscape - Grounds Environment	13,533	8,000	5,533
570.07 · Custodial Services	1,645	4,000	(2,355)
570.10 · Maintenance Services & Repairs	7,545	3,333	4,212
570.12 · Fire Alarm System	1,138		
570.22 · Property Manager	2,963		
570.25 · Office Expense			
25.01 · Communications	544		
25.02 · I.T. & Website Services	100	2,000	(1,900)
25.04 · Office Expenses	5,989	8,000	(2,011)
25.06 · Independent Contract Services	44,872	30,000	14,872
Total 570.25 · Office Expense	51,505	40,000	11,505
570.29 · Dist. Promotions & Publications	9,185	6,667	2,519
570.32 · Consultant Fees	35,300	10,000	25,300
Total 570 · Mgmt./Maint. - E. Mission Road	133,836	85,333	48,503
590 · Mgmt./Maint. - S. Brandon Road			
590.01 · Property Manager	1,850	16,667	(14,817)
590.02 · Gas & Electric	7,740	13,333	(5,594)
590.03 · Water	1,607	7,333	(5,726)
590.04 · Waste Management	300	1,133	(833)
590.06 · Landscape - Grounds Environment	3,200	6,700	(3,500)
590.07 · Custodial Services	4,590	6,240	(1,650)
590.08 · Elevator	1,701	2,000	(299)
590.09 · Vehicle Expenses	61	267	(206)
590.10 · Maintenance Services & Repairs	1,617	3,333	(1,716)
590.11 · Medical Records Store & Service	16,484	20,000	(3,516)
590.12 · Fire Alarm System	781	1,667	(886)
Total 590 · Mgmt./Maint. - S. Brandon Road	39,929	78,673	(38,744)
600 · Community Health Contracts			
600.02 · Fbk Citizens Crime Prevention	5,250	7,875	(2,625)
600.04 · Boys & Girls Club	36,803	36,803	0
600.05 · Community Health Systems, Inc.	78,750	78,750	0
600.06 · Fallbrook Land Conservancy	10,000	10,000	0
600.07 · Fbk Senior Citizens Srvc Club	59,063	59,063	0
600.08 · Fallbrook Smiles Project	56,306	56,306	0
600.09 · Fallbrook Union H. S. District	15,000	15,000	0

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget

July 2018 through February 2019

	Jul '18 - F...	Budget	\$ Over Bu...
600.11 · Palomar Family Counseling Srvc	62,213	62,213	0
600.17 · Foundation for Senior Care	164,645	164,645	0
600.18 · Fallbrook Food Pantry	100,400	100,400	0
600.33 · REINS Therapeutic Prgm	51,188	51,188	0
600.46 · Mental Health Systems, Inc.	7,284	7,284	0
600.48 · UCSD Eye Mobile for Children	8,950	5,950	3,000
600.53 · Jeremiah's Ranch	7,744	11,616	(3,872)
600.54 · Healthy Adventures Foundation	7,088	7,088	0
600.57 · NC Fire Protection District	25,000	25,000	0
600.58 · Michelle's Place	18,900	18,900	0
Total 600 · Community Health Contracts	714,581	718,078	(3,497)
800 · District Direct Care Services			
800.02 · Med+ Urgent Care	70,000	60,000	10,000
Total 800 · District Direct Care Services	70,000	60,000	10,000
Total Expense	1,527,642	1,437,467	90,175
Net Ordinary Income	(178,934)	393,780	(572,714)
Other Income/Expense			
Other Expense			
900 · Community Invest Fd Reimbursmnt	(200,480)		
Total Other Expense	(200,480)		
Net Other Income	200,480		
Net Income	21,546	393,780	(372,234)

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss - Approved Annual Budget Overview
 July 2018 through June 2019

	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	TOTAL Jul '18 - Jun 19
Ordinary Income/Expense													
Income													
400 · District													
402 · Property tax revenue	29,432	38,328	42,990	89,729	630,000	435,000	47,635	406,000	42,500	214,000	48,477	32,285	2,056,376
403 · Interest / Dividends	10,417	10,417	10,416	10,417	10,416	10,416	10,417	10,417	10,416	10,417	10,417	10,417	125,000
Total 400 · District	39,849	48,745	53,406	100,146	640,416	445,416	58,052	416,417	52,916	224,417	58,894	42,702	2,181,376
460 · Lease Income													
460.01 · Med+ Urgent Care (formerly A+)	4,800	4,800	4,800	4,800	4,800	4,800	0	0	0	0	0	0	28,800
Total 460 · Lease Income	4,800	4,800	4,800	4,800	4,800	4,800	0	0	0	0	0	0	28,800
Total Income	44,649	53,545	58,206	104,946	645,216	450,216	58,052	416,417	52,916	224,417	58,894	42,702	2,210,176
Gross Profit	44,649	53,545	58,206	104,946	645,216	450,216	58,052	416,417	52,916	224,417	58,894	42,702	2,210,176
Expense													
500 · Admin. Expenses & Overhead													
500.10 · Salaries	22,917	22,917	22,917	22,917	22,917	22,917	22,917	22,917	22,917	22,917	22,917	22,917	275,000
500.12 · Payroll Taxes	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	23,000
500.14 · W/C Insurance	126	126	126	126	126	126	126	126	126	126	126	126	1,507
500.15 · Employee Health & Welfare	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
500.16 · Board Stipends	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
500.17 · Education & Conferences	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	18,500
500.18 · Dues & Subscriptions	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	14,000
500.19 · Insurance - General	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	18,975
500.20 · Independent Accounting Services	850	850	850	850	850	850	850	850	850	850	850	850	10,200
500.21 · Annual Independent Audit	0	8,850	0	0	0	0	0	0	0	0	0	0	8,850
500.23 · General Counsel	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	45,000
500.25 · Office Expense													
01 · Communications	304	304	304	304	304	304	304	304	304	304	304	304	3,650
02 · I.T. and Website services	917	917	917	917	917	917	917	917	917	917	917	917	11,000
03 · Refreshments	208	208	208	208	208	208	208	208	208	208	208	208	2,500
04 · Office Expenses	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	15,700
05 · LAFCO Admin fees	114	114	114	114	114	114	114	114	114	114	114	114	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	7,851	7,851	7,851	7,851	7,851	7,851	7,851	7,851	7,851	7,851	7,851	7,851	94,217
500.27 · Depreciation	429	429	429	429	429	429	429	429	429	429	429	429	5,151
500.29 · Dist Promotions & Publications	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	38,250
500.32 · Consultant Fees	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563	102,750
500.33 · Copier Lease	833	833	833	833	833	833	834	833	834	833	834	834	10,000
500.36 · Accrued Vacation & Sick Leave	0	0	2,500	0	0	2,500	0	0	2,500	0	0	2,500	10,000
500.40 · Video/AV Equipment	417	417	417	417	417	417	417	417	417	417	417	417	5,000
580.01 · General Election	0	0	16,500	0	0	0	0	0	0	0	0	0	16,500
Total 500 · Admin. Expenses & Overhead	58,129	66,979	77,129	58,129	58,129	60,629	58,130	58,129	60,630	58,129	58,130	60,630	732,900
570 · Mgmt./Maint. - E. Mission Road													
570.02 · Gas & Electric	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	16,000
570.03 · Water	250	250	250	250	250	250	250	250	250	250	250	250	3,000
570.04 · Waste Management	83	83	83	83	83	83	83	83	83	83	83	83	1,000
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	500	500	500	500	500	500	500	500	500	500	500	500	6,000
570.10 · Maintenance Services & Repairs	417	417	417	417	417	417	417	417	417	417	417	417	5,000
570.25 · Office Expense													
25.02 · I.T. & Website Services	250	250	250	250	250	250	250	250	250	250	250	250	3,000
25.04 · 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
25.06 · Independent Contract Services	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	45,000
Total 570.25 · Office Expense	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
570.29 · Dist. Promotions & Publications	833	833	833	833	833	833	833	833	833	833	833	833	10,000
570.32 · 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
Total 570 · Mgmt./Maint. - E. Mission Road	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	128,000

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss - Approved Annual Budget Overview
 July 2018 through June 2019

	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	TOTAL Jul '18 - Jun 19
590 · Mgmt./Maint. - S. Brandon Road													
590.01 · Property Manager	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	25,000
590.02 · Gas & Electric	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
590.03 · Water	917	917	917	917	917	917	917	917	917	917	917	917	11,000
590.04 · Waste Management	142	142	142	142	142	142	142	142	142	142	142	142	1,700
590.06 · Landscape - Grounds Environment	838	838	838	838	838	838	838	838	838	838	838	838	10,050
590.07 · Custodial Services	780	780	780	780	780	780	780	780	780	780	780	780	9,360
590.08 · Elevator	250	250	250	250	250	250	250	250	250	250	250	250	3,000
590.09 · Vehicle Expenses	33	33	33	33	33	33	33	33	33	33	33	33	400
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	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
590.12 · Fire Alarm System	208	208	208	208	208	208	208	208	208	208	208	208	2,500
Total 590 · Mgmt./Maint. - S. Brandon Road	9,834	9,834	9,834	9,834	9,834	9,834	9,834	9,834	9,834	9,834	9,834	9,834	118,010
600 · Community Health Contracts													
600.02 · Fbk Citizens Crime Prevention	2,625	0	0	0	2,625	0	0	2,625	0	0	2,625	0	10,500
600.04 · Boys & Girls Club	18,428	0	0	0	9,188	0	0	9,188	0	0	9,188	0	45,990
600.05 · Community Health Systems, Inc.	26,250	0	0	0	26,250	0	0	26,250	0	0	26,250	0	105,000
600.06 · Fallbrook Land Conservancy	10,000	0	0	0	0	0	0	0	0	0	0	0	10,000
600.07 · Fbk Senior Citizens Srvc Club	19,688	0	0	0	19,688	0	0	19,688	0	0	19,688	0	78,750
600.08 · Fallbrook Smiles Project	18,769	0	0	0	18,769	0	0	18,769	0	0	18,769	0	75,075
600.09 · Fallbrook Union H. S. District	5,000	0	0	0	5,000	0	0	5,000	0	0	5,000	0	20,000
600.11 · Palomar Family Counseling Srvc	20,738	0	0	0	20,738	0	0	20,738	0	0	20,738	0	82,950
600.17 · Foundation for Senior Care	54,882	0	0	0	54,882	0	0	54,882	0	0	54,882	0	219,527
600.18 · Fallbrook Food Pantry	50,000	0	0	0	25,200	0	0	25,200	0	0	25,200	0	125,600
600.33 · REINS Therapeutic Prgm	17,063	0	0	0	17,063	0	0	17,063	0	0	17,063	0	68,250
600.46 · Mental Health Systems, Inc.	2,428	0	0	0	2,428	0	0	2,428	0	0	2,428	0	9,711
600.48 · UCSD Eye Mobile for Children	0	0	0	0	2,975	0	0	2,975	0	0	2,975	0	8,925
600.53 · Jeremiah's Ranch	3,872	0	0	0	3,872	0	0	3,872	0	0	3,872	0	15,488
600.54 · Healthy Adventures Foundation	2,363	0	0	0	2,363	0	0	2,363	0	0	2,363	0	9,450
600.57 · NC Fire Protection District	0	0	0	0	0	0	0	25,000	0	0	0	0	25,000
600.58 · Michelle's Place	6,300	0	0	0	6,300	0	0	6,300	0	0	6,300	0	25,200
Total 600 · Community Health Contracts	258,403	0	0	0	217,338	0	0	242,338	0	0	217,338	0	935,416
800 · District Direct Care Services													
800.02 · Med+ Urgent Care	10,000	10,000	10,000	10,000	10,000	10,000	0	0	0	0	0	0	60,000
Total 800 · District Direct Care Services	10,000	10,000	10,000	10,000	10,000	10,000	0	0	0	0	0	0	60,000
Total Expense	347,032	97,480	107,630	88,630	305,967	91,130	78,631	320,967	81,131	78,630	295,968	81,131	1,974,326
Net Ordinary Income	(302,383)	(43,935)	(49,424)	16,316	339,249	359,086	(20,579)	95,450	(28,215)	145,787	(237,074)	(38,429)	235,850
Net Income	(302,383)	(43,935)	(49,424)	16,316	339,249	359,086	(20,579)	95,450	(28,215)	145,787	(237,074)	(38,429)	235,850

3/8/2019

LAIF Regular Monthly Statement

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

www.treasurer.ca.gov/pmia-laif/laif.asp
March 08, 2019

FALLBROOK HEALTHCARE DISTRICT

ADMINISTRATOR
P.O. BOX 2587
FALLBROOK, CA 92088

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

February 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,489,507.00
Total Withdrawal:	0.00	Ending Balance:	1,489,507.00



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

02/01/2019 through 02/28/2019

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Feb 28 (\$)	Value on Feb 28 (\$)	Average Cost Amount (\$)	Cumulative Unrealized Gain/(Loss) (\$)
FALLBROOK REGIONAL HEALTH DISTRICT						
CalTRUST Medium Term Fund		688,812.091	9.95	6,853,680.31	6,907,380.91	(53,700.60)
Portfolios Total value as of 02/28/2019				6,853,680.31		

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	02/01/2019			687,597.281	9.95	6,841,592.95		
Accrual Income Div Reinvestment	02/28/2019	12,087.36	1,214.810	688,812.091	9.95	6,853,680.31	0.00	0.00
Unrealized Gain/(Loss)						0.00		
Closing Balance as of	Feb 28			688,812.091	9.95	6,853,680.31		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

FALLBROOK REGIONAL HEALTH DISTRICT
Property Tax Revenue - Fiscal Year to Date
 July 2018 through June 2019

Type	Date	Name	Amount	Balance
400. · District				
402 · Property tax revenue				
Gener...	07/31/18		29,034.48	29,034.48
Gener...	08/31/18		11,303.72	40,338.20
Gener...	09/30/18		28,010.22	68,348.42
Gener...	10/31/18		82,763.50	151,111.92
Gener...	11/30/18		633,458.19	784,570.11
Gener...	12/31/18		332,947.85	1,117,517.96
Gener...	01/31/19		50,794.20	1,168,312.16
Total 402 · Property tax revenue			1,168,312.16	1,168,312.16
Total 400. · District			1,168,312.16	1,168,312.16
TOTAL			<u>1,168,312.16</u>	<u>1,168,312.16</u>

FALLBROOK REGIONAL HEALTH DISTRICT
Check Detail Report - February 2019

Type	Date	Num	Name	Memo	Amount
102.3 - Cash in Bank-P.W. Oper. Acct.					
Che...	02/01/19	10365	Karen Schwartz-Frates	Reimbursement-ACHD a...	-704.52
Bill ...	02/01/19	10353	Aztec Cleaning & Mai...	Office cleaning - Inv. 055...	-180.00
Bill ...	02/01/19	10354	Fallbrook Local Lock...	Inv. 1691; admin bldg. loc...	-198.06
Bill ...	02/01/19	10355	Fallbrook Waste - 44...	Acct. 20-T1 446183; Missi...	-69.00
Bill ...	02/01/19	10356	Fallbrook Waste - FH...	20-T1 441078	-75.50
Bill ...	02/01/19	10357	FPUD - 7720-001	7720-001	-143.23
Bill ...	02/01/19	10358	FPUD - 7721-000	7721-000	-51.04
Bill ...	02/01/19	10359	FPUD - Wellness Ce...	7720-002	-51.04
Bill ...	02/01/19	10360	FPUD - Wellness Ce...	7720-003	-137.75
Bill ...	02/01/19	10361	Galvanized Strategie...	Retainer - Community en...	-6,000.00
Bill ...	02/01/19	10362	L & M Enterprises, Inc.	January bookkeeping/ad...	-4,918.25
Bill ...	02/01/19	10363	Scott Harvey	Sidewalk project done re: ...	-228.89
Bill ...	02/01/19	10364	SDG&E - East Missio...	5182 613 597 1	-492.39
Che...	02/04/19	10369	North County Fire Pr...	Installment 4 of 4 per Gra...	-25,000.00
Che...	02/04/19	10366	A+ Urgent Care, Inc.	January 2019 subsidy per...	-10,000.00
Che...	02/04/19	10367	William Leach	VOID; REIMBURSEMEN...	0.00
Che...	02/04/19	10368	William Leach	REIMBURSEMENT: mile...	-115.50
Che...	02/04/19		Microsoft Office	Microsoft Office monthly s...	-49.80
Che...	02/05/19		Intuit-QuickBooks	Intuit account verification	-0.70
Che...	02/06/19	10370	Linda Bannerman	Reimbursement-office su...	-17.39
Che...	02/06/19	10371	L & M Enterprises, Inc.	Reimbursement-WOW & ...	-84.60
Bill ...	02/06/19	10372	24 Hour Fire Protecti...	Inv. 4284454; Quarterly Fi...	-195.00
Bill ...	02/06/19	10373	American Express - ...	0-41007	-142.29
Bill ...	02/06/19	10374	Aztec Cleaning & Mai...	Office cleaning - Inv. 055...	-180.00
Bill ...	02/06/19	10375	COSTCO	Membership #111805482...	-180.00
Bill ...	02/06/19	10376	Fitness Moves	5 Chair Yoga classes @ \$...	-300.00
Bill ...	02/06/19	10377	Glennie's Office Prod...	6493	-76.55
Bill ...	02/06/19	10378	Scott & Jackson Esq.	Professional services Jan...	-22,833.51
Che...	02/06/19	10379	Boys & Girls Club - T...	CHC NO. 319 - PMT. 3 of 4	-9,187.50
Che...	02/06/19	10380	Community Health Sy...	CHC NO. 320 - PMT. 3 O...	-26,250.00
Che...	02/06/19	10381	Fallbrook Food Pantry	CHC NO. 322 - PMT. 3 O...	-25,200.00
Che...	02/06/19	10382	Foundation for Senior...	CHC NO. 323 - PMT. 3 O...	-15,707.54
Che...	02/06/19	10392	Foundation for Senior...	CHC NO. 324 - PMT. 3 O...	-18,042.41
Che...	02/06/19	10393	Foundation for Senior...	CHC NO. 325 - PMT. 3 O...	-13,366.16
Che...	02/06/19	10394	Foundation for Senior...	CHC NO. 326 - PMT. 3 O...	-7,765.65
Che...	02/06/19	10383	Fallbrook Senior Citiz...	CHC NO. 328 - PMT. 3 O...	-19,687.50
Che...	02/06/19	10384	Fallbrook Smiles Proj...	CHC NO. 329 - PMT. 3 O...	-18,768.75
Che...	02/06/19	10385	Fallbrook Union High ...	CHC NO. 330 - PMT. 3 O...	-5,000.00
Che...	02/06/19	10386	Healthy Adventures F...	CHC NO. 331 - PMT. 3 O...	-2,362.50
Che...	02/06/19	10387	Mental Health Syste...	CHC NO. 333 - PMT. 3 O...	-2,427.86
Che...	02/06/19	10388	Michelle's Place	CHC NO. 334 - PMT. 3 O...	-6,300.00
Che...	02/06/19	10389	Palomar Family Coun...	CHC NO. 335 - PMT. 3 O...	-20,737.50
Che...	02/06/19	10390	Reins	CHC NO. 336 - PMT. 3 O...	-17,062.50
Che...	02/06/19	10391	UCSD Eyemobile for ...	CHC NO. 337 - PMT. 3 O...	-2,975.00
Che...	02/08/19	10395	L & M Enterprises, Inc.	Reimbursement: WOW r...	-43.08
Bill ...	02/08/19	10396	Ascent Elevator Servi...	Inv. 32343 - February ele...	-191.00
Bill ...	02/08/19	10397	AT&T U-Verse - com...	146524365	-64.70
Bill ...	02/08/19	10398	Kathleen Bogle		-3,700.00
Bill ...	02/08/19	10399	Ramirez Landscapin...	January landscaping - 13...	-400.00
Bill ...	02/08/19	10400	Village News	1641	-1,539.00
Che...	02/15/19			Service Charge	-15.15
Bill ...	02/19/19	10401	AT&T 1636 E. Missio...	289713009	-94.95
Bill ...	02/19/19	10402	Aztec Cleaning & Mai...		-360.00
Bill ...	02/19/19	10403	Chisholm, John	Roof patch/repair & mater...	-222.40
Bill ...	02/19/19	10404	Iron Mountain-153	CHSRM	-1,207.82

Type	Date	Num	Name	Memo	Amount
Bill ...	02/19/19	10405	Iron Mountain SX-302	SX302/Fallbrook Hosp.	-1,110.21
Bill ...	02/19/19	10406	L & M Enterprises, Inc.	Reimbursement: Adobe c...	-59.96
Bill ...	02/19/19	10407	Landscape One Incor...	Inv. 0004841-IN-revised; ...	-372.00
Bill ...	02/19/19	10408	Palomar Mountain Pr...	45919	-60.07
Bill ...	02/19/19	10409	Payne, Jonathan	Inv. 083676; water pipe re...	-191.64
Bill ...	02/19/19	10410	Purchase Power (Pit...	8000909009769550	-201.00
Bill ...	02/19/19	10411	Streamline	Website monthly fee - Fe...	-200.00
Bill ...	02/19/19	10412	Sun Realty		-2,103.75
Bill ...	02/19/19	10413	Termin-8 Pest Control		-250.00
Bill ...	02/19/19	10414	Moosa, Araxy	6 weeks of Mahjong class...	-120.00
Total 102.3 · Cash in Bank-P.W. Oper. Acct.					-295,772.61
TOTAL					<u>-295,772.61</u>

CHECKBOOK REPORT FEBRUARY 2019

COMMUNITY INVESTMENT FUND FEBRUARY 2019:

BEGINNING BALANCE:	\$ 9,630,036.31
FUNDS SPENT:	\$ 13,123.25
ENDING BALANCE:	\$ 9,616,913.06

(See attached report for itemized detail)

	Jul-18 \$	(43,927.86)
	Aug-18 \$	(30,039.87)
QUARTERLY TOTAL DUE FOR REIMBURSEMENT: <u>\$109,884.70</u>	Sep-18 \$	(35,916.97)

	Oct-18 \$	(32,190.78)
	Nov-18 \$	(22,597.79)
QUARTERLY TOTAL DUE FOR REIMBURSEMENT: <u>\$90,594.88</u>	Dec-18 \$	(35,806.31)

	Jan-19 \$	(12,946.93)
	Feb-19 \$	(13,123.25)

TOTAL COMMUNITY INVESTMENT FUNDS SPENT SINCE FISCAL YEAR BEGAN 7/1/18:	\$ (226,549.76)
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OPERATIONS FUND FEBRUARY 2019:

BEGINNING BALANCE (<i>Note: CitiBank acct. closed; Pacific Western Bank acct. opened</i>)	\$ 99,006.44
DEPOSITS (<i>includes closing balance of \$790,629.26 from CitiBank acct.</i>)	\$ 862,462.97
BILL PMTS./PAYROLL EXPENSES/COMM. HEALTH CONTRACTS:	\$ 309,232.70
ENDING BALANCE:	\$ 652,236.71

(See attached report for itemized detail)

	Jul-18 \$	(370,272.10)
	Aug-18 \$	(99,993.15)
	Sep-18 \$	(101,671.24)
	Oct-18 \$	(103,733.35)
	Nov-18 \$	(332,256.85)
	Dec-18 \$	(111,990.36)
	Jan-19 \$	(256,271.36)
	Feb-19 \$	(309,232.70)

TOTAL OPERATIONS FUNDS SPENT SINCE FISCAL YEAR BEGAN 7/1/18:	\$ (1,685,421.11)
--------------------------------------------------------------	-------------------

FALLBROOK REGIONAL HEALTH DISTRICT
Reconciliation Detail
102.2 · Cash in Bank - Operating, Period Ending 02/28/19

03/11/19

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						790,629.26
Cleared Transactions						
Checks and Payments - 1 item						
Deposit	02/06/19	11004...	Citibank	X	-790,629.26	-790,629.26
Total Checks and Payments					-790,629.26	-790,629.26
Total Cleared Transactions					-790,629.26	-790,629.26
Cleared Balance					-790,629.26	0.00
Register Balance as of 02/28/19					-790,629.26	0.00
Ending Balance					-790,629.26	0.00

**FALLBROOK REGIONAL HEALTH DISTRICT
USES OF COMMUNITY INVESTMENT FUNDS
1/1/19 - 1/31/19**

COMMUNITY INVESTMENT FUND BEGINNING BALANCE 2/1/19:				\$ 9,630,036.31
	Date	Name	Memo	Amount
140 - Accounts Payable				
	02/01/2019	Galvanized Strategies formerly CIM Inc.	Retainer - Community engagement services; Inv. 0000330	\$ 6,000.00
	02/01/2019	Fallbrook Waste - 446183 Wellness Ctr	Acct. 20-T1 446183; Mission Road	\$ 69.00
	02/08/2019	AT&T 1636 E. Mission Rd.	Acct. 289713009; 760.451.6611	\$ 94.95
	02/15/2019	Sun Realty	Property repairs/maintenance/labor charges	\$ 266.25
	02/15/2019	Sun Realty	Property management costs 1/21-2/15/19	\$ 1,837.50
	02/15/2019	Payne, Jonathan	Inv. 083676; water pipe repair at E. Mission Rd.	\$ 191.64
	02/15/2019	Chisholm, John	Roof patch/repair & materials	\$ 222.40
	02/19/2019	FPUD - Wellness Center - 7720-002	Meter 14359987; Account No. 7720-002; 1/25-2/19/19	\$ 54.10
	02/19/2019	FPUD - Wellness Center - 7720-003	Account 007720-003; 1/25-2/19/19; meter No. 06707358	\$ 2,790.96
	02/22/2019	Ed Shobe Plumbing	Inv. 10254642; Labor/Parts to repair Men's Room toilets/urinal	\$ 225.00
	02/25/2019	SDG&E - East Mission Road	Account No. 5182 613 597 1; 2/25/19 invoice	\$ 333.45
	02/28/2019	Landscape One Incorporated	Inv. 0004910-IN; 1636 E. Mission Road	\$ 328.00
Total 140 - Accounts Payable				\$ 12,413.25
215 - District Wellness Initiatives				
	02/04/2019	Fitness Moves	5 Chair Yoga classes @ \$60/class	\$ 300.00
	02/16/2019	Moosa, Araxy	6 weeks of Mahjong classes - 4 students @ \$30/student	\$ 120.00
	02/22/2019	Fallbrook Chamber of Commerce	Banner hung at Avocado Festival 4/14/19	\$ 50.00
	02/28/2019	Fitness Moves	4 Chair Yoga classes @ \$60/class	\$ 240.00
Total 215 - District Wellness Initiatives				\$ 710.00
FEBRUARY 2019 TOTAL:				\$ 13,123.25
COMMUNITY INVESTMENT FUND ENDING BALANCE 2/28/19:				\$ 9,616,913.06

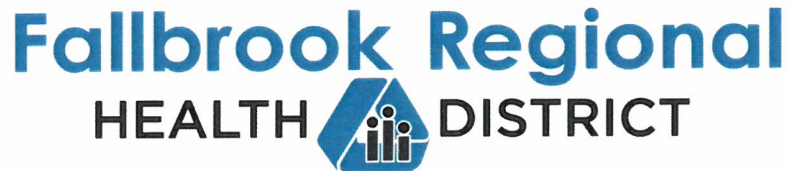
**FALLBROOK REGIONAL HEALTH DISTRICT
OPERATIONS ACCOUNT
As of February 28, 2019**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
102.3 - Cash in Bank-P.W. Oper. Acct.							99,006.44
Check	02/01/19	10365	Karen Schwartz-Frat...	Reimburseme...		704.52	98,301.92
Bill Pmt -C...	02/01/19	10353	Aztec Cleaning & M...	Office cleanin...		180.00	98,121.92
Bill Pmt -C...	02/01/19	10354	Fallbrook Local Lock...	Inv. 1691; ad...		198.06	97,923.86
Bill Pmt -C...	02/01/19	10355	Fallbrook Waste - 4...	Acct. 20-T1 4...		69.00	97,854.86
Bill Pmt -C...	02/01/19	10356	Fallbrook Waste - F...	20-T1 441078		75.50	97,779.36
Bill Pmt -C...	02/01/19	10357	FPUD - 7720-001	7720-001		143.23	97,636.13
Bill Pmt -C...	02/01/19	10358	FPUD - 7721-000	7721-000		51.04	97,585.09
Bill Pmt -C...	02/01/19	10359	FPUD - Wellness C...	7720-002		51.04	97,534.05
Bill Pmt -C...	02/01/19	10360	FPUD - Wellness C...	7720-003		137.75	97,396.30
Bill Pmt -C...	02/01/19	10361	Galvanized Strategi...	Retainer - Co...		6,000.00	91,396.30
Bill Pmt -C...	02/01/19	10362	L & M Enterprises, I...	January book...		4,918.25	86,478.05
Bill Pmt -C...	02/01/19	10363	Scott Harvey	Sidewalk proj...		228.89	86,249.16
Bill Pmt -C...	02/01/19	10364	SDG&E - East Missi...	5182 613 597 1		492.39	85,756.77
Check	02/04/19	10369	North County Fire Pr...	Installment 4 ...		25,000.00	60,756.77
Check	02/04/19	10366	A+ Urgent Care, Inc.	January 2019 ...		10,000.00	50,756.77
Check	02/04/19	10367	William Leach	VOID: REIMB...	0.00		50,756.77
Check	02/04/19	10368	William Leach	REIMBURSE...		115.50	50,641.27
Check	02/04/19		Microsoft Office	Microsoft Offi...		49.80	50,591.47
Check	02/05/19		Intuit-QuickBooks	Intuit account ...		0.70	50,590.77
Deposit	02/06/19			Deposit	811,668.07		862,258.84
Check	02/06/19	10370	Linda Bannerman	Reimburseme...		17.39	862,241.45
Check	02/06/19	10371	L & M Enterprises, I...	Reimburseme...		84.60	862,156.85
Bill Pmt -C...	02/06/19	10372	24 Hour Fire Protect...	Inv. 4284454;...		195.00	861,961.85
Bill Pmt -C...	02/06/19	10373	American Express - ...	0-41007		142.29	861,819.56
Bill Pmt -C...	02/06/19	10374	Aztec Cleaning & M...	Office cleanin...		180.00	861,639.56
Bill Pmt -C...	02/06/19	10375	COSTCO	Membership ...		180.00	861,459.56
Bill Pmt -C...	02/06/19	10376	Fitness Moves	5 Chair Yoga ...		300.00	861,159.56
Bill Pmt -C...	02/06/19	10377	Glennie's Office Pro...	6493		76.55	861,083.01
Bill Pmt -C...	02/06/19	10378	Scott & Jackson Esq.	Professional s...		22,833.51	838,249.50
Check	02/06/19	10379	Boys & Girls Club - ...	CHC NO. 319...		9,187.50	829,062.00
Check	02/06/19	10380	Community Health ...	CHC NO. 320...		26,250.00	802,812.00
Check	02/06/19	10381	Fallbrook Food Pantry	CHC NO. 322...		25,200.00	777,612.00
Check	02/06/19	10382	Foundation for Seni...	CHC NO. 323...		15,707.54	761,904.46
Check	02/06/19	10392	Foundation for Seni...	CHC NO. 324...		18,042.41	743,862.05
Check	02/06/19	10393	Foundation for Seni...	CHC NO. 325...		13,366.16	730,495.89
Check	02/06/19	10394	Foundation for Seni...	CHC NO. 326...		7,765.65	722,730.24
Check	02/06/19	10383	Fallbrook Senior Citi...	CHC NO. 328...		19,687.50	703,042.74
Check	02/06/19	10384	Fallbrook Smiles Pr...	CHC NO. 329...		18,768.75	684,273.99
Check	02/06/19	10385	Fallbrook Union Hig...	CHC NO. 330...		5,000.00	679,273.99
Check	02/06/19	10386	Healthy Adventures ...	CHC NO. 331...		2,362.50	676,911.49
Check	02/06/19	10387	Mental Health Syste...	CHC NO. 333...		2,427.86	674,483.63
Check	02/06/19	10388	Michelle's Place	CHC NO. 334...		6,300.00	668,183.63
Check	02/06/19	10389	Palomar Family Cou...	CHC NO. 335...		20,737.50	647,446.13
Check	02/06/19	10390	Reins	CHC NO. 336...		17,062.50	630,383.63
Check	02/06/19	10391	UCSD Eyemobile fo...	CHC NO. 337...		2,975.00	627,408.63
Check	02/08/19	10395	L & M Enterprises, I...	Reimburseme...		43.08	627,365.55
Bill Pmt -C...	02/08/19	10396	Ascent Elevator Ser...	Inv. 32343 - F...		191.00	627,174.55
Bill Pmt -C...	02/08/19	10397	AT&T U-Verse - co...	146524365		64.70	627,109.85
Bill Pmt -C...	02/08/19	10398	Kathleen Bogle			3,700.00	623,409.85
Bill Pmt -C...	02/08/19	10399	Ramirez Landscapin...	January lands...		400.00	623,009.85
Bill Pmt -C...	02/08/19	10400	Village News	1641		1,539.00	621,470.85
General Jo...	02/12/19	5-4	Linda Bannerman	SALARY: Ban...		1,554.28	619,916.57
General Jo...	02/12/19	5-8	Mireya Banuelos	SALARY: Ban...		1,269.44	618,647.13
General Jo...	02/12/19	5-6	Pamela Knox	SALARY: Knox		1,422.17	617,224.96
Deposit	02/12/19		Intuit-QuickBooks	Intuit account ...	0.70		617,225.66
General Jo...	02/15/19	2-15		Payroll Tax C...		218.07	617,007.59
General Jo...	02/15/19	2-16		IRS Tax Pay...		1,245.31	615,762.28
Check	02/15/19			Service Charge		15.15	615,747.13
Bill Pmt -C...	02/19/19	10401	AT&T 1636 E. Missi...	289713009		94.95	615,652.18
Bill Pmt -C...	02/19/19	10402	Aztec Cleaning & M...			360.00	615,292.18
Bill Pmt -C...	02/19/19	10403	Chisholm, John	Roof patch/re...		222.40	615,069.78
Bill Pmt -C...	02/19/19	10404	Iron Mountain-153	CHSRM		1,207.82	613,861.96
Bill Pmt -C...	02/19/19	10405	Iron Mountain SX-302	SX302/Fallbro...		1,110.21	612,751.75
Bill Pmt -C...	02/19/19	10406	L & M Enterprises, I...	Reimburseme...		59.96	612,691.79
Bill Pmt -C...	02/19/19	10407	Landscape One Inc...	Inv. 0004841-...		372.00	612,319.79
Bill Pmt -C...	02/19/19	10408	Palomar Mountain P...	45919		60.07	612,259.72
Bill Pmt -C...	02/19/19	10409	Payne, Jonathan	Inv. 083676; ...		191.64	612,068.08

**FALLBROOK REGIONAL HEALTH DISTRICT
OPERATIONS ACCOUNT**

As of February 28, 2019

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill Pmt -C...	02/19/19	10410	Purchase Power (Pit...	80009090097...		201.00	611,867.08
Bill Pmt -C...	02/19/19	10411	Streamline	Website mont...		200.00	611,667.08
Bill Pmt -C...	02/19/19	10412	Sun Realty			2,103.75	609,563.33
Bill Pmt -C...	02/19/19	10413	Termin-8 Pest Control			250.00	609,313.33
Bill Pmt -C...	02/19/19	10414	Moosa, Araxy	6 weeks of M...		120.00	609,193.33
General Jo...	02/28/19	2-12	Jennifer Jeffries	STIPEND: Jef...		461.75	608,731.58
General Jo...	02/28/19	2-14	William Leach	STIPEND: Le...		461.75	608,269.83
General Jo...	02/28/19	2-11	Barbara Mroz	STIPEND-Mroz		461.75	607,808.08
General Jo...	02/28/19	2-10	Howard Salmon	STIPEND: Sa...		461.75	607,346.33
General Jo...	02/28/19	2-14	Kate Schwartz-Frates	STIPEND: Sc...		461.75	606,884.58
General Jo...	02/28/19	9-5	Linda Bannerman	SALARY: Ban...		1,524.60	605,359.98
General Jo...	02/28/19	5-9	Mireya Banuelos	SALARY: Ban...		1,004.63	604,355.35
General Jo...	02/28/19	5-7	Pamela Knox	SALARY: Knox		1,274.93	603,080.42
General Jo...	02/28/19	2-17		Payroll tax CA...		174.83	602,905.59
General Jo...	02/28/19	2-18		IRS Tax Pay...		1,463.08	601,442.51
General Jo...	02/28/19	2-29		Property tax r...	50,794.20		652,236.71
Total 102.3 - Cash in Bank-P.W. Oper. Acct.					862,462.97	309,232.70	652,236.71
TOTAL					862,462.97	309,232.70	652,236.71



MINUTES

FINANCE COMMITTEE

Wednesday, March 6, 2019 at 5:30 P.M.

Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028

1. Call to Order/Roll Call

The meeting was called to order at 5:30 p.m. by Chair Jennifer Jeffries.

Committee Members Present: Chair Jennifer Jeffries & Co-chair Barbara Mroz.
Staff Members present included Wendy Lyon, Pamela Knox and Mireya Banuelos

2. Public Comments

There was no public comment.

3. Review of Financial Statements for January 2019

1) Balance Sheet Comparison of January 2019 to December 2018

Assets were increased by \$214,000 for the month. Total liabilities and equity totaled \$91,910 to the good.

2) Income Statement for January 2019 & Fiscal Year to Date

Since the details of this report are also in the next report, Chairperson Jeffries moved on to Report 3.

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

Some highlights include that through July – January it was anticipated that property tax revenue would be \$144,000 more than it is. This is attributed to the projected tax revenue for the new community across I15. The District anticipates that the property tax revenue will catch up by fiscal year-end. Admin expenses and overhead totaled more than had been budgeted due to unexpected additional legal fees, salary, payroll taxes, employee welfare and health which had not been accounted for during the adoption of the budget. She said these expenses will dissipate. The management and maintenance of E. Mission Road were also over budget by \$48,000 in part due to the fees paid to Galvanized Strategies with whom the District is no longer contracted. The South Brandon Road property was under budget. The Community Health Contracts have been paid in a timely manner.

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

Jennifer Jeffries said Report #4 is the adopted annual budget that can be referred to going through other reports.

5) LAIF Report – January 2019

The LAIF account increased by \$8,946 in one month.

6) CalTrust – January 2019

This account had been languishing and Ms. Jeffries was pleased to report that there had been two deposits to the account totaling nearly \$30,000.

- 7) Property Tax Revenue – fiscal year to date
This was previously discussed.
- 8) Check Detail Report – January 2019
This report is provided for perusal. Many of the expenses will no longer be in effect as mentioned previously.
- 9) Checkbook Report – January 2019
It was noted that the quarterly transfer of funds from the Community Investment Fund to the Operating Account totals \$109,894.70. This amount is the total of expenditures for those expenses incurred related to wellness activities.

In summary, Ms. Jeffries said she wanted to highlight we were on target for property tax income, our Community Health Contracts are on target for quarterly reports and distributions with planning in process for the next year.

4. Discussion Items
None
5. Adjournment
There being no further business, the meeting was adjourned at 5:53 p.m.

Jennifer Jeffries, Finance Committee Chairperson



MINUTES

SPECIAL BOARD MEETING / PUBLIC FORUM

Wednesday, March 6, 2019, 6:00 p.m.

Fallbrook Regional Health District, Community Room, 138 S. Brandon Rd., Fallbrook

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

Vice President Barbara Mroz called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance. Board Members Present: Directors Barbara Mroz, William Leach, Jennifer Jeffries and Kate Schwartz-Frates.

Absent: Director Howard Salmon.

Also Present: Legal Counsel Blaise Jackson, Wendy Lyon, Linda Bannerman, Pamela Knox and Shalice Tilton representing National Demographics Corporation. It was noted that a Spanish speaking interpreter was in attendance as well.

B. ADDITIONS TO AGENDA

None

C. BOARD MEMBER AND PUBLIC COMMENTS

Vice President Mroz asked Counsel Blaise Jackson to reiterate the purpose of the meeting. Counsel said this meeting was scheduled for members of the community to provide input to the Board regarding the development of the re-zoning maps. The community is welcome to submit maps as well as make suggestions regarding the zones. A map of the District was on the screen, as well as paper maps and markers if anyone wanted to outline specific areas.

D. PRESENTATIONS

D1. Public Forum – Transition to Zone-Based Elections – National Demographics Corporation
Shalice Tilton said National Demographics Corporation was hired by Fallbrook Regional Health District to develop maps for the District in its move from at-large to zone-based elections. It was noted that several public forums have already taken place to elicit input from the residents of the District. Since there are five board seats up for election on the District Board of Directors, there will be five zones within the District based on nearly equal total populations. She said at this point, the maps are required to be based on 2010 census figures, and the process will need to occur again after the 2020 census, with those figures being used thereafter. The FRHD Board determined to move forward with this process of redistricting now, fully realizing it must be done again at some expense. However, it is being done before being required to meet this law through a lawsuit and thereby saving a greater expense. She said the Latino population is the largest protected class in our District. Board members made it clear that the zones should be developed without consideration for where they reside. Ms. Tilton said her purpose tonight is to listen to the community.

Edith Guerrero asked if a drawn map exists at present. There is not a map at present. There was discussion regarding the color-coded map on the screen, which provides shaded areas and numbers of populations in protected classes.

Tom Frew asked if the map was interactive and it is not. There is a tool available for a cost. He said his group of interested citizens has some maps and copies were made for consideration. He said an interactive tool had been used with another district using the census data. Mr. Frew said the green area

on the map he provided reflects a zone with a majority minority population that they would like to have considered.

Stephen Abbott asked about the minority population total in the green area, which is around 12,000. The FRHD District requires approximately 10,000 lives per zone.

William Leach asked about the creation of zones, avoiding gerrymandering or racially polarized voting and at the same time providing consideration for protected classes who prior to the California Voting Rights Act were discriminated against. Federal Law and California Law must both be considered.

Kate Schwartz-Frates said she would like to see a draft of potential zones from which to begin. Further discussion ensued and Counsel said once the District has received input from the public, NDC will develop at least two maps for consideration by the Board. The maps must be published for the public to peruse at least seven days prior to the Board taking final action on the matter.

Kevin Alvillar of the Fallbrook Community Health Center asked for clarification about the 2020 census and when the next redistricting would take place. It would occur in 2021 and every 10 years thereafter, following each 10-year census.

Jennifer Jeffries said the green area on the map from the public containing the majority minority population consists of multi-generation families who have lived in Fallbrook for a long time. It contains high density housing, mobile home parks and a very stable community. This contiguous community fulfills the spirit and materiality of the law in terms of a potential citizen voter area population (CVAP) driven area.

Stephen Abbott asked about this minority majority population being 2000 lives more than what each zone should include, and whether it is best to keep the CVAP as low or as high as possible. Part of the answer is that the area includes 52% of the CVA Hispanic population and looking at whether there is a reasonable contiguous area that might include a good portion of the remainder of the protected class.

Ricardo Favela said he would like to see this recommended "green" area extend down to O'Hearn to the south, Alturas on the west side, Old Stage Road to the east and the north to De Luz.

Kate Schwartz-Frates asked if it was possible to have an interactive map to "play with" in a public meeting

MOTION: It was moved by Director Jeffries, seconded by Director Schwartz-Frates to recommend that the purchase of a toolkit for an interactive map be placed on the next regular board meeting agenda.

MOTION CARRIED: 4-0. Director Salmon absent

Board members asked if a map could be created for use with the interactive toolkit. Discussion ensued. There was a demonstration of how the toolkit could be used with the interactive map.

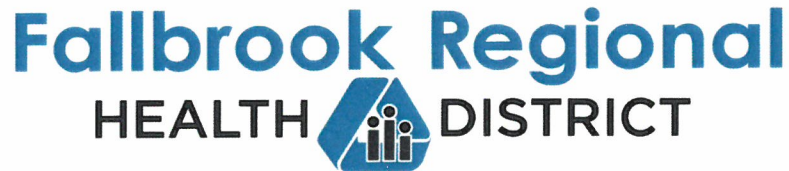
Following next week's board meeting, another mapping meeting can be scheduled.

E. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:03 p.m. Director Schwartz-Frates thanked the audience for attending and participating.

Barbara Mroz, Vice President

Board Secretary/Clerk



**MINUTES
FACILITIES COMMITTEE**

**Friday, March 8, 2019 at 10:00 A.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028**

1. Call to Order/Roll Call

Committee Chair Bill Leach called the meeting to order at 10:00 a.m.

Committee Members Present: Directors Bill Leach and Barbara Mroz

Also Present: Interim Director/Bookkeeper: Wendy Lyon and Staff Members: Linda Bannerman and Mireya Banuelos and Roy Moosa, Property Manager

2. Public Comments

None

3. Discussion Items

a. 2015 Property Assessment for 1636 E Mission Rd

The property assessment was reviewed by the Committee. It was noted that this assessment was included to demonstrate that the District had reviewed it prior to the purchase of the property and aware of any issues with the property.

b. Facility Repair Parameters

Discussion ensued regarding parameters for approval of any repairs to property. Director Leach asked Wendy Lyon to discuss further. Anything up to \$500 Roy can approve, up to \$5,000 Wendy Lyon can approve, over \$5,000 the Facilities Committee members can approve and over \$25,000 requires putting out to bid at prevailing wage.

c. Status of Repairs on District Properties

Roy Moosa submitted a list of needed repairs in order of priority, based on safety first and maintenance next. There was discussion regarding Landscape One and whether there is a current contract with them. Following discussion, it was suggested to obtain three bids for landscape services taking into consideration repair of the irrigation system, getting the property into decent shape (trim bushes, get rid of dead trees, etc.) and finally what would the landscape maintenance cost be on a monthly basis. The remainder of the repairs list included exterior lights, water fountain leak, other leaks, and roof repairs for three locations. Roy questioned the need for plans for the

roofs with the understanding that all bidders have the same specifications for the job). Discussion ensued regarding requirements for replacing existing roofs.

The Finance Committee approved the list provided by Roy to be accomplished as soon as possible, with moving up the fire alarms to higher priority on the list and consideration of repairs/painting in the exam rooms at the urgent care facility. There was discussion regarding the lease with MedPlus Urgent Care.

d. Potential Cell Tower Income at 1636 E, Mission Rd. Property

There had been companies wanting to place a cell tower on the E. Mission Rd. property, however, they moved on when there was no positive response from the District. Roy has contracted a representative for several companies who might have interest in placing a cell tower on the property and is waiting to hear from him regarding the possibility.

e. Resource Sharing with North County Fire Protection District

Discussion ensued about our Joint Powers Agreement with NCFPD. This will be discussed further and be considered by the full Board.

f. Review of Prior Proposals for 617 E Alvarado St.

Discussion ensued regarding the District property on Alvarado and the portion of the building that has been unusable. Discussion continued regarding abatement costs vs. demolition. Roy Moosa suggested to find out if it is fixable, and if not, could it be used for a carport. He also said he has some confusion regarding the Alvarado property and whether MedPlus or FRHD has responsibility for repairs.

4. Adjournment

There being no further business, the meeting was adjourned at 11:34 a.m.

Bill Leach, Committee Chair

Fallbrook Regional HEALTH DISTRICT

MINUTES SPECIAL BOARD MEETING Wednesday, March 13, 2018, 5:00 p.m.

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

A. CALL MEETING TO ORDER – PLEDGE OF ALLEGIANCE

President Howard Salmon called the meeting to order at 5:00 p.m.

Board Members Present: Directors Howard Salmon, Barbara Mroz, William Leach, Jennifer Jeffries and Kate Schwartz-Frates.

Also Present: Legal Counsel Blaise Jackson

B. ADDITIONS TO AGENDA

None

C. BOARD MEMBER AND PUBLIC COMMENTS

None

D. CLOSED SESSION

D1. "REPORT INVOLVING TRADE SECRET PER HEALTH & SAFETY CODE SECTION 32106 – Concerns Potential New Service or Program (Estimated Disclosure Date: July, 2019)"

I. RETURN TO OPEN SESSION

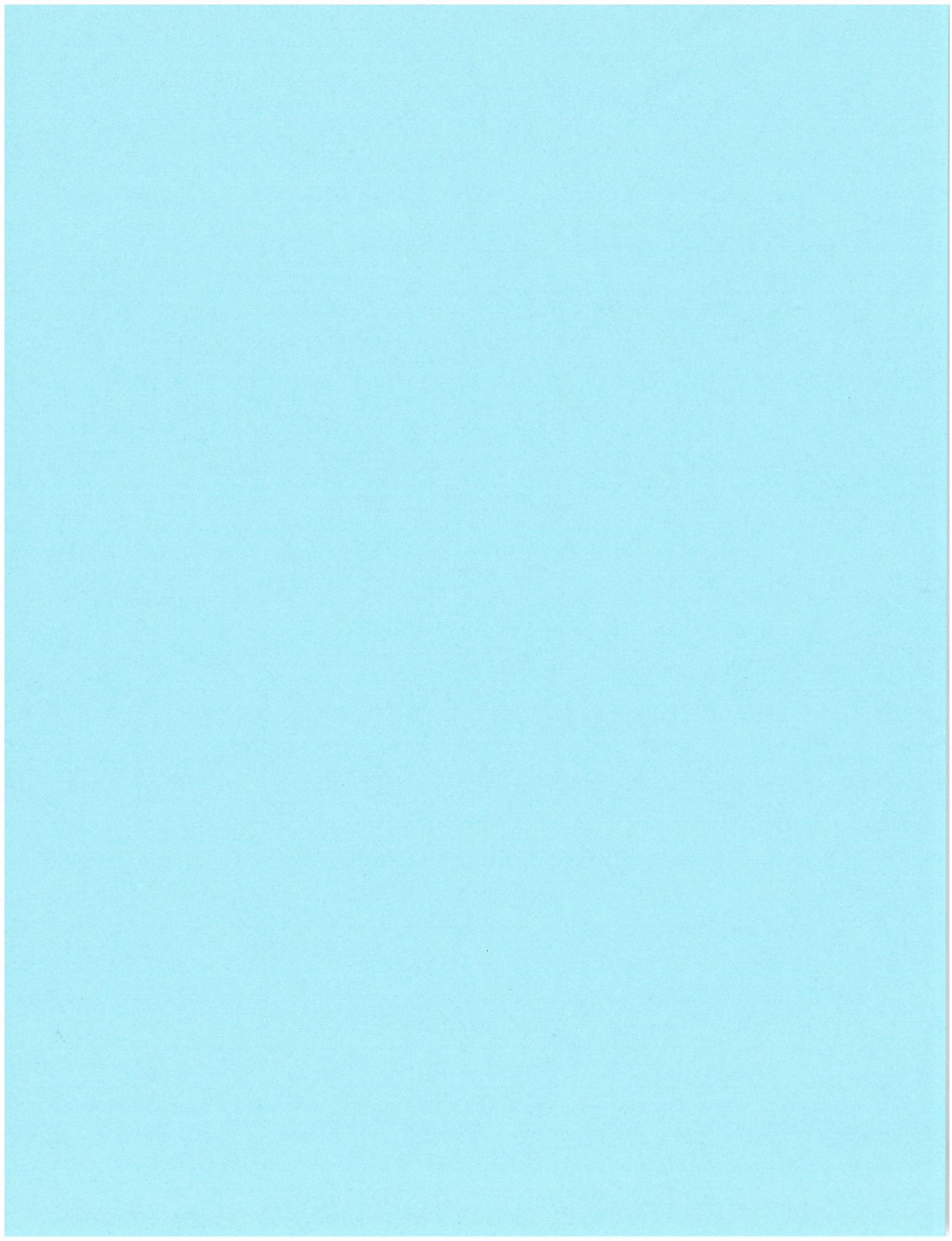
The Board returned to Open Session at 5:50 pm. No action was taken on item D1.

J. ADJOURNMENT

There being no further business, the meeting was adjourned at 5:56 pm.

Howard Salmon, President

Board Secretary/Clerk





MINUTES
REGULAR BOARD MEETING
Wednesday, March 13, 2019, 6:00 p.m.

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

A. CALL MEETING TO ORDER – PLEDGE OF ALLEGIANCE

President Salmon called the meeting to order at 6:05 p.m. and led the Pledge of Allegiance.

Board Members present: Director Howard Salmon, Barbara Mroz, William Leach, Jennifer Jeffries and Kate Schwartz-Frates.

Also present: Legal Counsel Blaise Jackson and staff members Wendy Lyon, Linda Bannerman and Mireya Banuelos

B. ADDITIONS TO AGENDA

Director Kate Schwartz-Frates asked to include establishing dates for the next zone mapping meeting when discussing Agenda Item G4.

C. BOARD MEMBER AND PUBLIC COMMENTS

None

D. PRESENTATIONS

D1. Fallbrook Food Pantry
There was no presentation at this time.

E. CONSENT ITEMS

- E1. Approval of January 2019 Financial Statements
- E2. Minutes of February 6, 2019 Finance Committee Meeting
- E3. Minutes of February 6, 2019 Special Board Meeting-Public Hearing
- E4. Minutes of February 13, 2019 Regular Board Meeting
- E5. Minutes of February 20, 2019 Strategic Planning Committee

Director Salmon requested that the minutes of the Strategic Planning Committee be pulled for further discussion.

Motion: It was moved by Director Jeffries, seconded by Director William Leach that Items E1-E4 be approved as presented.

Motion carried: 5-0

Director Salmon said he has a correction to the minutes of the Strategic Planning Committee of February 20, 2019. Under item 3 e in the minutes the wording should be changed to read as follows: Chairman Salmon said the District remains interested in the Blue Zones objectives. Another program the District wants to pursue is working with Lyft for transportation needs.

Motion: It was moved by Director Salmon, seconded by Director Jeffries to modify the minutes as stated above.

Motion carried: 5-0

President Salmon suggested that all committee chairs review the committee minutes prior to having them placed on the Consent Calendar.

F. REPORTS

- F1. Finance Committee – Directors Jeffries and Mroz
 Committee Chair Jennifer Jeffries presented the Finance Committee Report. She presented the highlights of the month-ended January 31st financial reports. Checking and savings assets, including the operations (checking) account, LAIF and CalTRUST accounts (plus petty cash) totaled \$9,220,952.66. Property tax revenues continued to lag due to projections made on the budget in consideration of the housing development East of I15. It is anticipated it could catch up by fiscal year-end. Regarding Admin. expenses and overhead we were under budget by approximately \$9,000 due to certain savings in different categories. There has been a reduction in consultant costs, and Community Health Contracts were timely with reports and payments. There had been a question at the Finance Committee meeting as to how the property tax payments are generated and she said she is researching the process and will report back. The LAIF account balance was \$1.489 million dollars. \$8,946 was earned in January and research into their fees, which would offset the earnings, is in process. CalTRUST, the District's second investment account had a balance of \$6.8 million, with nearly \$26,000 generated in interest. It was recommended by the Finance Committee for the Board to approve the transfer of funds in the amount of \$109,894.70 from the Community Investment Fund to the Operating Account to reimburse for expenses incurred related to wellness activities. **MOTION:** It was moved by Director Jeffries, seconded by Director Mroz to approve the transfer of \$109,894.70 from the Community Investment Fund to the Operating Account. **MOTION CARRIED:** 5-0
- F2. Gov't and Public Engagement Committee – Directors Schwartz-Frates and Mroz
 Director Barbara Mroz reported that she attended the Community Collaborative for Health & Wellness meeting on February 20th. Janine Loescher of the Fallbrook Smiles Project facilitates this collaborative. Fallbrook Smiles Project and Fallbrook Family Dental Health announced that it was Children's Dental Health Month and they were presenting information and multiple services in English and Spanish for children and pregnant women who qualify. The information and screenings are open to everyone and follow up services as qualified. She noted how many organizations and representatives from governmental agencies attend the CCHW meeting, how information is sharing among them helping to provide access for health and wellness needs in our communities. Fallbrook Smiles provides services to qualifying seniors as well.
 Director Schwartz-Frates said an ongoing effort for this committee is the at-large to zone-based rezoning process currently taking place. Several open forums have taken place and additional will be scheduled, along with consideration of obtaining mapping tools for the process. Director Schwartz-Frates has requested that staff member Mireya Banuelos attend the Live Well North County Community Leadership Team Meeting. Also be she will be attending a Subcommittee to this meeting called the Accountable Communities for Health North County to represent FRHD and provide feedback on the services we fund and provide, as well as try and get more services in our District. ACHD is sponsoring legislative days and she and President Salmon are planning to attend. Some of the legislative issues currently for the state include mental health services accessibility and what are unmet needs. Director Schwartz-Frates has been researching local services and mental health needs. The California Workforce Commission is looking at increasing the healthcare workforce which is experiencing an overall shortage. Health insurance access is another focus for legislators. She said she is investigating ways of more effectively reaching out to the community.
 Further discussion ensued regarding the mapping process for rezoning. An outgrowth from the last open forum was the purchase of mapping tools at a cost ranging from \$4,000 to up to \$17,000. This item is on this meeting's agenda for the board's consideration. We are under no time constraints at present regarding public meetings beyond needing to complete the districting process in time for the November 2020 election cycle.

F3. Facilities Committee – Directors Leach and Mroz

Director William Leach said the committee met on March 8 to consider a list of priorities for building repairs and maintenance prepared by Roy Moosa, Property Manager. Safety issues were considered first. There was discussion regarding landscaping and the property manager will follow up with current providers. Discussion ensued regarding the possibility of a cell phone tower placed at 1636 E. Mission Road. The property manager will also follow up with that matter. Improvements and repairs continue at the E. Mission Property. Woman of Wellness will take place on April 4th at the Community Room on E. Mission as the Fallbrook Library had been booked. It is a free program offered to both women and men with light refreshments and door prizes. *Care for the Caregivers* will be presented by Sally Wolf, PhD.

President Salmon said conceptually both Fallbrook Regional Health District (FRHD) and North County Fire Protection District (NCFPD) could share costs in the area of maintenance, accounting, HR and communications. Under the Joint Powers Agreement (JPA) there have been discussions regarding sharing some of these costs. At present, it is in the discussion stage.

F4. Strategic Planning Committee – Directors Salmon and Jeffries

Committee Chair Salmon said this committee met February 20th and further discussed possibilities under the JPA with NCFPD. He noted much of the planning has proceeded without an Executive Director in place, and the Board is also in the process of deciding on the new Executive Director. A goal of the District is helping our community organizations involved in health and wellness to assure the major health disparities of the community are being met. The Committee also reviewed a list of current and former activities sponsored by the District. Current activities include Woman of Wellness, Prostate Cancer Screening, participation in the Chamber sponsored Harvest Faire and Christmas Parade, the Community Collaborative for Health & Wellness (CCHW), the North County Communities Collaborative Health Initiative (NCCCHI) and other community events.

Former activities included Health Care Heroes, Health Fair and Community Collaborative Breakfast. Strategic Planning would like to bring back Health Care Heroes and the Community Collaborative Breakfast. Regarding the 1636 E. Mission Property, there have discussions regarding criteria for what could be included in the wellness center.

Regarding Blue Zones, the costs were more than we originally thought. He said the objectives are still valued and the District is in the process of looking at ways to achieve the same outcome and purpose, perhaps at a lesser cost. Another goal of the District is to begin a pilot program with Lyft to provide for transportation health and wellness needs. Director Jeffries said when she was appointed to this committee, she was told that the criteria for the Community Health Contracts needed serious review and revision. The CentraForce data will be used as a basis to meet the health disparity needs. These needs include high cholesterol, hypertension, diabetes, obesity, anxiety & depression. In addition, we will add adolescent health, behavioral health & behavioral initiatives. One change being made is that 80 percent of the services provided by a recipient must be to residents of our District. There is an increase of shared in-kind support from five percent to ten percent to encourage independence from District support. Smart Objectives have been introduced and she thanked Mireya for introducing this concept and all of her efforts. Foundant is the software program used for this round of the CHC program and is being discontinued, in part due to cost. Bookkeeper Wendy Lyon was successful in obtaining a significant refund from Foundant. The tracking forms were overbuilt and will now be much more user friendly and data rich.

Regarding CentraForce, their data has been extremely useful. It has a shelf life of 3 years so therefore, we will not continue with them at present (\$50,000 per year) and can consider them again for updated data. There could be a collaborative effort to obtain data within our communities from the school districts behavioral and health experts. In addition, perhaps the Governmental/PE and Strategic Planning Committees could meet jointly to discuss this further along with the collection of data from the public regarding

their ideas for the wellness center. This information could then be considered while developing criteria and the strategic plan for the wellness center.

F5. General Counsel – Blaise Jackson

Legal Counsel said he had been asked by the board president to provide additional information regarding compliance matters under the Brown Act for the Board of Directors. What is a legislative body and what are the differences in committee levels?

What constitutes a meeting?

Mr. Jackson said there are two statutes covering these questions. Government Code 54952 defining this body as the governing body of a local agency or any other local body created by federal or statute. Every one of the committees qualifies as a legislative body. There is one exception, a specific Advisory Committee, which currently does not apply to our standing committees.

Government Code 54952.2 defines what constitutes a meeting of a legislative body. He said any congregation of a majority of a body (3 or more for the District board) at the same time and location (including teleconferencing) to hear, discuss, deliberate or take action constitutes a meeting. A majority of the members of a legislative body shall not, outside of a meeting authorized by this chapter, use a series communication of any kind, directly or through intermediaries to discuss, deliberate or take action on any item of business that is within the subject matter jurisdiction of that body. It's about whether there is an effort to build a consensus outside the board meeting. Board members can receive an e-mail that is informational as long as there is no exchange going back. (Don't respond or share.) The concern is about sharing information inappropriately. The majority of a board can attend a conference or a public function as long as District business is not discussed or shared among them. Committees have two board members and if a third member attends, they may attend as a member of the public, but cannot participate in the meeting.

Mr. Jackson was asked to address public comment at committee meetings. He said every meeting has a Public Comment session. If members of the public want to address a specific item on the agenda, they can do so. They can also bring up an item that is within the purview of District business during Public Comment. It is not interactive or a back and forth exchange. Mr. Jackson said the remainder of his comments would be confined to action items or Closed Session.

G. ACTION ITEMS

G1. Second Reading, Hospital Records Retrieval Procedure

Counsel explained that this item had been brought to the Board for consideration previously, and this is the second reading regarding the Hospital Records Retrieval Procedure. He reviewed the history and said we now have the tools needed from Community Health Systems (CHS) (the last operators of the hospital) and Iron Mountain (where paper records are stored) for staff to proceed with follow up in the retrieval of Fallbrook Hospital medical records. It is brought to the Board for approval due to the cost of 15 cents per page for records copying and \$30 per film for x-rays.

MOTION: It was moved by Director Mroz, seconded by Director Leach to approve the Hospital Records Retrieval Procedure as presented.

MOTION CARRIED: 5-0

G2. Special District Election Ballot – San Diego Local Agency Formation Commission

A Public Comment card had been completed by Barry Willis, who is running for the LAFCO Regular Special District Member and serves on the Alpine Fire District Board. He asked to speak during this agenda item. He discussed his background, explained the job of LAFCO, said he supports local control and asked for our support.

Counsel said the Board needs to vote for one of the members running for the LAFCO Regular Special District Member and an alternate. Director Leach is one of the candidates.

MOTION: It was moved by Director Jeffries, seconded by Director Schwartz-Frates to cast our Board's vote for William (Bill) Leach for the LAFCO Regular Special District Member.

MOTION CARRIED: 5-0

MOTION: It was moved by Director Mroz, seconded by Director Leach to write in Kate Schwartz-Frates for the alternate.

MOTION CARRIED: 5-0

G3. Consideration of Obtaining District Credit Card

Director Jeffries said as reported earlier, we have cancelled the District's American Express card and are moving to a Costco Visa card. She recommended that two cards be issued, one for Linda Bannerman for online purchases and one for Pamela Knox for supplies and events. She also recommended a credit limit of \$3,000

MOTION: It was moved by Director Jeffries, seconded by Director Schwartz-Frates to obtain a Costco Visa card for the District in the names of Linda Bannerman and Pamela Knox with a total credit limit of \$3,000.

MOTION CARRIED: 5-0

G4. Consideration of District purchase of Public Participation Toolkit for Transition to Zone-Based Elections (paper or on-line options) – National Demographics Corporation Counsel said the District has been hosting open forums regarding the zone-based redistricting process. When the original contract with National Demographics Corporation (NDC) had been approved, included in the contract were some options for tools for the mapping process which the District did not opt for at the time. They are still available and there is community interest in mapping tools. One option is at a cost of \$3,500 and the other totals \$17,000 and includes interactive displays. Discussion ensued. Most Districts opt for the lower cost option per NDC. There was also a question as to whether NDC presence is required at all of the open forums/mapping sessions. Discussion ensued with a NCFPD representative. The fire department has tools it uses and said they could definitely assist us. With that option available to us, there was no action on the purchase of mapping tools.

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, **March 20th**, 10:30am-noon, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
- **Gov't and Public Engagement Committee meeting** – Wednesday, **March 27th**, 5:30pm, FRHD Administrative Office, 1st Floor Community Room, 138 S. Brandon Rd., Fallbrook
- **NCCCHI meeting** – 1st Wednesday, **April 3rd**, 2:00-3:00pm, FRHD Administrative Office, Board Conference Room, 138 S. Brandon Rd., Fallbrook
- **Finance Committee meeting** – 1st Wednesday, **April 3rd**, 5:30pm, FRHD Administrative Office, Board Conference Room, 138 S. Brandon Rd., Fallbrook
- **Woman of Wellness** – 1st Thursday, **April 4th**, 6:00 – 7:30pm, FRHD Fallbrook Wellness Center, Community Room, 1636 E. Mission Rd., Fallbrook
- **ACHD Legislative Days, April 8-9**, Sacramento, CA
- **Facilities Committee meeting** – Friday, **April 12th**, 10:00am, FRHD Administrative Office, Board Conference Room, 138 S. Brandon Rd., Fallbrook
- **Bonsall Chamber of Commerce Easter Egg Hunt** – Thursday, **April 18th**, 3:00 – 5:00pm, River Village Plaza, 5256 S. Mission Rd., Fallbrook

It was announced that the next Open Forum/Mapping Session will take place here on April 3, 2019.

- H2. Next Regular Board meeting – Wednesday, April 10th, 2019, 6:00pm, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook

The Board adjourned to a recess at 7:44 p.m. to be followed by Closed Session.

I. CLOSED SESSION

- I1. Conference with Real Estate Negotiator Concerning Price and Terms Per Government Code Section 54957 (Lease, 617 Alvarado St.);
I2. Pursuant to Government Code Section 54957(b) “new district administrator” Public Employment/Personnel Matters

J. RETURN TO OPEN SESSION

The Board reconvened into Open Session at 8:45 p.m. The board directed staff to take appropriate action on item I1. The Board identified candidates for invitations to interview for the open position on item I2.

K. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:46 pm

Howard Salmon, President

Board Secretary/Clerk

Fallbrook Regional HEALTH DISTRICT

MINUTES FACILITIES COMMITTEE

Friday, March 22, 2019 at 10:30 A.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028

1. Call to Order/Roll Call

Chair Bill Leach called the meeting to order at 10:50 a.m.

Committee Members Present: Bill Leach and Barbara Mroz

Also Present: Interim Director/Bookkeeper: Wendy Lyon

Staff Member: Mireya Banuelos

2. Public Comments

None

3. Discussion Items

MOTION: Chair Leach moved and Director Mroz seconded to add the Magellan Roofing Proposal, an item of urgency that arose following the posting of the agenda to this meetings agenda as per Government Code 54954.2(b).

MOTION CARRIED: 2-0

a. Proposal to Provide Consulting Services on Fallbrook Property

The Committee reviewed the proposal from J. Whalen Associates Inc.

MOTION: It was moved by Director Leach, seconded by Director Mroz to approve the proposal from J. Whalen Associates, Inc. and that this item be placed on the Board agenda for ratification at the regular meeting of April 10, 2019

MOTION CARRIED: 2-0

b. Magellan Roofing Proposal

This proposal for roofing services was reviewed and discussed. The Committee recommended that this item be placed on the regular board meeting agenda of April 10, 2019 for the full board to consider.

Interim Executive Director Wendy Lyon advised the Committee about the Sheriff's Department Trespass Arrest Authorization that has been completed for each of the three properties. In

addition, she noted that a Leak Adjustment Request Form had been submitted to Fallbrook Public Utility District (FPUD) for the water leak at 1636 E. Mission Road that caused a significant increase in the monthly bill.

4. Adjournment

There being no further business, the meeting was adjourned at 11:30 a.m.

Committee Chair Bill Leach

DRAFT



**MINUTES
STRATEGIC PLANNING COMMITTEE**

**Thursday, March 28, 2019 at 10:00 A.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028**

1. Call to Order/Roll Call

Chair Howard Salmon called the meeting to order at 10:00 a.m.

Committee Members Present: Howard Salmon, Chair and Jennifer Jeffries, Co-chair
Staff Present: Wendy Lyon, Linda Bannerman and Mireya Banuelos

2. Public Comments

None

3. Discussion Items

a. Blue Zone/Community Health next steps

A portion of the meeting included members of the Committee listening to a webinar sponsored by ACHD on Blue Zones. Howard Salmon said he would like staff to view the webinar as well. Wendy will contact Blue Zone project clients and she will also contact Michael Acker of the Blue Zones Project for contact information for Salinas.

b. Proposal from Fallbrook Wellness Directory

There was discussion regarding informational paperwork received from Sandra Buckingham regarding the Fallbrook Wellness Directory. Howard will contact Ms. Buckingham for a proposal.

c. Public Health Presentation to Board

Pam Knox is contacting Audrey Lopez of Public Health to ascertain her availability to present to the Board regarding public health services provided in our District.

d. Discussion of Wellness Center - Community Input and Draft Criteria for Facility

Jennifer Jeffries had categorized input from the public received at several meetings last year. She noted most of the input has been from one demographic – senior citizens. She suggested several focus groups from people with disabilities, veterans, Spanish-speaking, low-income, families, schools and doctors. She indicates she can arrange these in the next couple of months.

Regarding the Criteria for Use of the Wellness Center, Mireya Banuelos will update with specific healthcare disparities (same used for Community Health Contracts). Jennifer will address the criteria at the April regular board meeting with a goal of finalizing the Criteria for use of the FRHD Wellness Center at the Strategic Planning Committee meeting in May.

e. Lyft Medical Transportation – Update

Howard Salmon, Mireya Banuelos and Wendy Lyon had a conference call with Peninsula Volunteers Little House who currently use LYFT dashboard/concierge. We would have to develop our own marketing, vouchers, etc. Howard Salmon will call the past ACHD presenter from LYFT and update report to the Board at the April regular board meeting.

f. Collaboration with NCFPD – Review Draft of Proposed Frameworks

The draft of proposed frameworks was reviewed. There was discussion as to whether we are ready to have Kevin Mahr of NCFPD come to the April regular meeting of the Board to discuss the framework for the two shared positions, maintenance worker and public communications/social media facilitator. Jennifer Jeffries said it is in the proposal and copies are ready to go to the Board. Discussion stage only regarding the ambulance and medical senior officer. Jennifer Jeffries said she will draft wording as to infrastructure.

g. Review WOW Spanish Proposal

The proposal sent to the Fallbrook Family Health Center (FFHC) remains confidential as it is still being discussed. Will Hernandez, site manager for FFHC is providing it to his supervisors and until they respond, it is not ready for Board consideration. The proposal includes that FRHD will pay costs for this program. They will let us know who will be providing the presentation in Spanish.

h. FRHD CHC Funding Cycle Proposal

Regarding the Community Health Contracts, Ron Stark of Mental Health Systems proposed that recipients be given two-year contracts since their reporting timeline doesn't coincide with the District's timeline. There was discussion about two types of grants: Seed money and ongoing support starting in the autumn of next year. Howard Salmon asked Jennifer to contact two current recipients regarding possible issues. Their checks have not been provided to them.

4. Adjournment

There being no further business, the meeting was adjourned at 11:20 a.m.

Committee Chair Howard Salmon

Fallbrook Regional HEALTH DISTRICT

MINUTES SPECIAL BOARD MEETING Friday, March 29, 2018, 9:00 a.m.

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

A. CALL MEETING TO ORDER – PLEDGE OF ALLEGIANCE

President Howard Salmon called the meeting to order at 9:00 a.m.

Board Members Present: Directors Howard Salmon, Barbara Mroz, William Leach, Jennifer Jeffries and Kate Schwartz-Frates.

Also Present: Legal Counsel Blaise Jackson. FPUD General manager Jack Bebee, Boys and Girls Club Executive Director Allison Barclay

B. ADDITIONS TO AGENDA

None

C. CLOSED SESSION

C1. CONSIDERATION OF APPOINTMENT OF PUBLIC EMPLOYEE PURSUANT TO GOVT CODE 54957(b). (Board interviews of candidates – Executive Director).

D. RETURN TO OPEN SESSION

The Board returned to Open Session at 10:15 am. No action was taken on item C1. The meeting

E. ADJOURNMENT

There being no further business, the meeting was adjourned until tomorrow morning (Saturday March 30) at 8:30 am.

Howard Salmon, President

Board Secretary/Clerk

Fallbrook Regional HEALTH DISTRICT

MINUTES
SPECIAL BOARD MEETING
(*ADJOURNED FROM 3/29/2019*)
Saturday, March 30, 2018, 8:30 a.m.

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

A. CALL MEETING TO ORDER – PLEDGE OF ALLEGIANCE

President Howard Salmon called the meeting to order at 8:30 a.m.

Board Members Present: Directors Howard Salmon, Barbara Mroz, William Leach, Jennifer Jeffries and Kate Schwartz-Frates.

Also Present: Legal Counsel Blaise Jackson. FPUD General manager Jack Bebee, Boys and Girls Club Executive Director Allison Barclay

B. ADDITIONS TO AGENDA

None

C. CLOSED SESSION

C1. CONSIDERATION OF APPOINTMENT OF PUBLIC EMPLOYEE PURSUANT TO GOVT CODE 54957(b). (Board interviews of candidates – Executive Director).

Ms. Barclay and Mr. Beebe left the meeting after the last interview was completed. (10:25 am)

D. RETURN TO OPEN SESSION

The Board returned to Open Session at 10:50 am. The Board unanimously directed counsel to set second Board interviews with finalists for Friday, April 5, 2019.

E. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:55 am.

Howard Salmon, President

Board Secretary/Clerk

REPORTS

REPORTS
Communication Only

Fallbrook Regional HEALTH DISTRICT

138 S. Brandon Road • Fallbrook, CA 92028
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PRESS RELEASE

FOR IMMEDIATE RELEASE

News from: Fallbrook Regional Health District
138 S. Brandon Road, Fallbrook, CA 92028
P.O. Box 2587, Fallbrook, CA 92088

Contact: Pamela Knox, Special Events Coordinator
Office: 760-731-9187 Fax: 760-731-9131
pknox@fallbrookhealth.org

Date: March 15, 2019

Re: Woman of Wellness Event – Thursday, April 4, 2019

Sally Wolf, PhD, MFT will be our featured speaker at the Woman of Wellness meeting April 4, 2019. Dr. Wolf will be sharing her professional Care for the Caregiver strategies to stay strong, find personal fulfillment and mitigate compassion fatigue. A long-time resident of Fallbrook, she has served our community as Fallbrook Healthcare District Appointee, as the Behavioral Health Branch Head at USMC Camp Pendleton, and as a private practice therapist for caregivers of special needs children, wounded, ill and injured veterans and aging, ill adults. She is a national speaker and caregiver educator. She will present her work and be available for any questions following the presentation.

Fallbrook Regional Health District invites men and women to join us at Woman of Wellness each first Thursday of the month. It is important to note that the April Woman of Wellness event will take place in the Community Room at 1636 E. Mission Road. A social time begins at 6:00 p.m., followed by the presentation at 6:30 p.m. This is a free event with light refreshments and door prizes. Donations of non-perishable food items are collected for the Fallbrook Food Pantry.

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DISCUSSION/ACTION ITEMS

DISCUSSION ITEMS

- G1. Consideration of Amendments to Bylaws
(president changes – 1st reading) Board

**AMENDED & RESTATED BYLAWS
OF
FALLBROOK REGIONAL HEALTH DISTRICT -(April 2019)**

**ARTICLE I
DEFINITIONS**

- 1.1 "Administrator" means the Executive Director or Chief Executive of the District.
- 1.2 "Board" means the Board of Directors of the District.
- 1.3 "Director" means an elected/appointed member of the Board of Directors.
- 1.4 "District" means the Fallbrook Regional Health District.
- 1.5 "Facilities" means the health care facilities and services operated by the District.

**ARTICLE II
ORGANIZATION, POWERS AND PURPOSES**

- 2.1 ORGANIZATION. The District is a political subdivision of the State of California organized under the Local Health Care District Law, Division 23 of the Health and Safety Code.
- 2.2 GENERAL PURPOSES AND POWERS. The District is organized for the purposes described in the Local Hospital District Law and shall have and may exercise such powers in the furtherance of its purposes as are now or may hereafter be set forth in the Local Health Care District Law and any other applicable statutes, rules, or regulations of the State of California. The powers of the District include, but are not necessarily limited to, all of those powers authorized by Health and Safety Code Sections 32121 through 32138, inclusive.
- 2.4 DISSOLUTION. Any proposal for dissolution of the District shall be subject to confirmation by the voters of the District in accordance with Cortese-Knox Local Government Reorganization Act of 1985 (Gov. Code, § 56000 et seq.).

**ARTICLE III
OFFICES**

- 3.1 PRINCIPAL OFFICE. The principal office of the District is hereby fixed and located at 138 South Brandon Road, Fallbrook, California 92028.

ARTICLE IV
BOARD

- 4.1 **GENERAL POWERS.** The Board is the governing body of the District. All District powers shall be exercised by or under the direction of the Board. The Board is authorized to make appropriate delegations of its powers and authority to officers and employees. The Board shall evaluate the performance of its principal Administrator, as well as the Board's own performance.
- 4.2 **OPERATION OF FACILITIES.** The Board shall be responsible for the operation of all Facilities owned, leased, or operated by the District, according to the best interests of the public health, and shall make and enforce all rules, regulations, and bylaws necessary for the administration, government, protection, and maintenance of the Facilities under the Board's management and all property belonging thereto, and may prescribe the terms upon which patients may be admitted thereto.
- 4.3 **NUMBER AND QUALIFICATION.** The Board shall consist of five (5) members, each of whom shall be a registered voter residing in the District.
- 4.4 **ELECTION AND TERM OF OFFICE.** An election shall be held in the District on the first Tuesday after the first Monday in November in each even-numbered year, at which a successor shall be chosen to each Director whose term shall expire on the first Friday of December following such election. The election of Board members shall be an election at large within the District and shall be consolidated with the statewide general election. The candidates receiving the highest number of votes for the offices to be filled at the election shall be elected thereto. The term of office of each elected Board member shall be four (4) years or until the Board member's successor is elected and has qualified, except as otherwise provided by law in the event of a vacancy. An orientation shall be provided which familiarizes each new Board member with his or her duties and responsibilities, including the Board's responsibilities for quality care and the Facilities' quality assurance programs. Continuing education opportunities shall be made available to Board members.
- 4.5 **VACANCIES.** When a vacancy occurs on the Board of Directors, and except as otherwise specified by statute, the remaining Board members may fill any vacancy on the Board by appointment as outlined in Government Code Section 1780.
- 4.6 **RESIGNATION OR REMOVAL.** Any Board member may resign effective upon giving written notice to the Chairman, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. The term of any member of the Board shall expire if the member is absent from three consecutive regular meetings or from three of any five consecutive meetings of the Board and if the Board by resolution declares that a vacancy exists on the Board. All or any of the members of the Board may

be recalled at any time by the voters following the recall procedure set forth in Division 16 of the Elections Code.

- 4.8 **COMPENSATION.** Each Director shall be compensated as authorized by the Local Health Care District Law (Health & Saf. Code, § 32103) at the rate of One Hundred Dollars (\$100) per meeting, with a limit of five (5) meetings per month. For purposes of this paragraph, the word “meeting” includes all regularly scheduled Board meetings, special Board meetings, Board committee meetings, and sanctioned meetings inclusive of events sponsored by other local governments at which the District is expected or is invited to be represented as an official participant; meetings and/or events of agencies of which the District is a member or a subscribing participant, including events presented or sponsored by the Association of California Healthcare Districts (“ACHD”), the California Special District’s Association (“CSDA”), and any Board-approved educational seminars, including attendance at periodic ethics training prescribed by Assembly Bill 1234. Additionally, included are any and all occasions that constitute the performance of official duties such as District-sponsored special events, activities promotional of District-sponsored events, and in conducting review and/or site visits of District grant program applicants or recipients.

ARTICLE V **BOARD MEETINGS**

- 5.1 **BOARD MEETING.** A meeting of the Board is any congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the Board. A meeting is also the use of direct communication, personal intermediaries, or technological devices that is employed by a majority of the members of the Board to develop a collective concurrence as to action to be taken on an item by the members of the Board.
- 5.2 **REGULAR MEETINGS.** Regular meetings of the Board shall be held as follows:
- On the second Wednesday of each month at 6:00 p.m. at 1636 E. Mission Road, Fallbrook, California 92028; provided, however, that should said date fall upon a legal holiday, then the meeting shall be held at the same time on the next business day.
- 5.3 **ANNUAL ORGANIZATION MEETING.** The Board's annual organizational meeting shall be held on the second Wednesday in December at the place designated in a resolution by the Board. At that meeting, the Board shall organize by the election of one of its members as President, one as Vice-President, and one as Secretary. The President shall appoint a Treasurer who shall serve at the pleasure of the Board. The Board shall also fix the date, time, and location for the regular Board meetings for the ensuing year.
- 5.4 **SPECIAL MEETINGS.** A special meeting may be called at any time by the Board President or by a majority three-fifths (3/5th) of the Board members, by delivering personally or by mail written notice to each Board member and to each local newspaper of general circulation, radio, or television station requesting notice in writing. Such

notice must be delivered personally, by mail, or by electronic or digital means at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at special meetings.

- 5.5 QUORUM. A majority of the members of the Board shall constitute a quorum for the transaction of business. The act of a majority of the Board members present at a meeting at which a quorum is present shall be the act of the Board. No action shall be taken by secret ballot.
- 5.6 ADJOURNMENT. The Board may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the Order of Adjournment. Less than a quorum may so adjourn from time to time. A copy of the Order or Notice of Adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within twenty-four (24) hours after the time of the adjournment.
- 5.7 RULES AND REGULATIONS. The Board may adopt rules, regulations, and standard procedures governing the Board, the District, and any District Facilities and programs. Any rules, regulations, or procedures shall not conflict with these Bylaws.
- 5.8 MEMBERS OF THE PUBLIC. The public shall be entitled to attend the open session portion of every Board meeting. Every agenda for regular meetings shall provide an opportunity for members of the public to address the Board on items of interest to the public that are within the jurisdiction of the Board, regardless of whether such items are on the current agenda. If a member of the public addresses an item within the Board's jurisdiction that is not on the agenda, the Board shall take no action respecting the item addressed by the member of the public. The Board may adopt reasonable regulations concerning the amount and duration of time individual speakers are permitted to address the Board. The Board shall not prohibit any speaker from raising public criticism of any District program or action taken by the Board, or public criticism of any District rule, regulation, or standard procedure.

ARTICLE VI

BOARD COMMITTEES

- 6.1 APPOINTMENT. All committees, whether standing or special (ad hoc), shall be appointed by the Board President and shall be comprised of not more than two (2) members of the Board of Directors and such additional members as may be appropriate. The chairman of each committee shall be appointed by the President. All committees shall be advisory only to the Board unless otherwise specifically authorized to act by the Board.
- 6.2 STANDING COMMITTEES. Standing Committees shall meet periodically. The District shall have the following Standing Committees:

Finance. This committee shall be responsible for review of budgetary and financial matters related to the District including the annual audit and community health contracts program. This committee shall also be responsible for review of the District investments and appraisal of market conditions relating to prudent investment of District funds. The Finance committee shall meet monthly.

Facilities. This committee shall be responsible for periodic inspection of buildings owned by the District and for review and consideration of real estate matters. The committee shall meet at least quarterly.

Strategic Planning. This committee shall determine health needs of the District residents and prioritize those needs, recommend long-term services and programs to address those needs. The committee shall meet at least quarterly.

Governmental and Public Engagement. This committee shall be responsible for monitoring of healthcare legislation and public policy and for advisement of the District Board of possible/probable impact on matters of the District as/when indicated and for the initiation of appropriate action as/when indicated. This committee shall be responsible for interface with other agencies, including other government levels, as well as the public; inclusive of speeches or public appearances, press releases, etc. for the purpose of edification of the District's position/action on matters within the jurisdiction of the District.

- 6.3 SPECIAL OR AD HOC COMMITTEES. A special or ad hoc committee is an advisory committee composed solely of the members of the Board, which are less than a quorum of the Board and which does not have continuing subject matter jurisdiction and does not have a meeting schedule fixed by resolution or formal action of the Board. Special or ad hoc committees may be appointed by the President for special tasks as circumstances warrant and upon completion of the task for which appointed such special or ad hoc committee shall stand discharged.
- 6.4 ADDITIONAL CONSULTANTS. A committee chairman may invite additional individuals with expertise in a pertinent area to meet with and assist the committee. Such consultants shall not vote or be counted in determining the existence of a quorum and may be excluded from any committee session.
- 6.5 MEETINGS AND NOTICE. Meetings of a committee may be called by the Chairman or President of the Board, the chairman of the committee, or a majority of the committee's voting members. Meetings and notice of all standing committees, and of any other committee, board, or other body, irrespective of their composition, whether permanent or temporary, decision-making or advisory, created by resolution or formal action of the Board, excluding special or ad hoc committees as defined in section 6.3 above, shall be noticed and held in accordance with the requirements of The Ralph M. Brown Act.

- 6.6 QUORUM. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of such committee. Each committee shall keep minutes of its proceedings.
- 6.7 MANNER OF ACTING. The act of a majority of the members of a committee present at a meeting at which a quorum is present shall be the act of the committee so meeting. No act taken at a meeting at which less than a quorum was present shall be valid unless approved in writing by the absent members. For special or ad hoc committees, action may be taken without a meeting by a writing setting forth the action so taken signed by each member of the committee entitled to vote.
- 6.8 TENURE. Each member of a standing committee shall hold office for a period of one (1) year or until a successor is appointed. Any member of a committee may be removed at any time by the Chairman or President subject to the consent of the Board. A member of the Board shall cease to hold committee membership upon ceasing to be a Board member.

ARTICLE VII **OFFICERS**

- 7.1 **PRESIDENTBOARD CHAIR**. The Board shall elect one of its members as **Board ChairPresident** at the annual organizational meeting, and the **Board ChairPresident** shall hold office until a successor is elected. In the event of a vacancy in the office of **PresidentBoard Chair**, the Board may elect a new **ChairpersonPresident**. The **Board ChairPresident** shall be the principal officer of the District and shall preside at all meetings of the Board. The **Board ChairPresident** shall appoint all Board committee members and committee chairmen, shall consult with the Administrator in the preparation of meeting agendas, and shall perform all duties incident to the office and such other duties as may be prescribed by the Board from time to time.
- 7.2 **VICE CHAIRPRESIDENT**. The Board shall elect one of its members as Vice **ChairPresident** at the annual organizational meeting, and the Vice **ChairPresident** shall hold office until a successor is elected. In the absence of the **Board ChairPresident**, the Vice **ChairPresident** shall perform the duties of the **Board ChairPresident**.
- 7.3 **SECRETARY**. The Board shall elect one of its members as Secretary at the annual organizational meeting, and the Secretary shall hold office until a successor is elected. The Secretary shall provide for or coordinate the keeping of minutes of all meetings of the Board. The Secretary shall give or cause to be given appropriate notices in accordance with these Bylaws, or as required by law, and shall authenticate all resolutions and other official reports and records of the District as needed.
- 7.4 **TREASURER**. The Board **Chair-President** shall appoint a Treasurer who shall serve at the pleasure of the Board. The Treasurer shall be charged with the safekeeping and

disbursal of the funds in the treasury of the District. The Treasurer shall also serve as the chairman of the Finance/Audit/Grant/Investment Committee.

- 7.5 DISTRICT ADMINISTRATOR. The Board shall select and employ a District Administrator who shall serve as Executive Director or Chief Executive, and shall report to the Board. The Administrator be a full-time employee of the District and shall be responsible for the day-to-day administration of the District and the implementation of policies adopted by the Board. The Board shall develop, maintain, and periodically update a job description for the District Administrator, which job description shall outline in greater detail the functions and responsibilities of the Administrator's position with the District.

ARTICLE VIII **AMENDMENT**

These Bylaws may be amended or repealed by vote of at least three (3) members of the Board at any Board meeting. Such amendments or repeal shall be effective immediately, except as otherwise indicated by the Board.

SECRETARY'S CERTIFICATE

I, the undersigned, the duly appointed, qualified, and acting Secretary of the Board of Directors for the Fallbrook Regional Health District, do hereby certify that attached hereto is a true, complete and correct copy of the current Bylaws of Fallbrook Regional Health District, duly adopted by the Board of Directors on _____, 2019.

Dated: _____, 2019

Secretary

DISCUSSION ITEMS

G2. Review Urgent Care Update Status – Board President
(Verbal Discussion)

DISCUSSION ITEMS

G3. Review Wellness Center Use Criteria

2019 STRATEGIC PLANNING

FRHD Wellness Center Use Criteria

Organizations and individuals who wish to use Wellness Center Facilities must meet the following criteria:

1. Services and activities must address and/or include one of the following:
 - a. High Cholesterol
 - b. Hypertension
 - c. Type 2 Diabetes
 - d. Eye Problems/Eye Disease
 - e. Obesity
 - f. Anxiety
 - g. Depression
 - h. Adolescent Health
 - i. Behavioral Health
 - j. Prevention Initiatives
2. Services and activities must not compete with existing services and activities within the District.
3. The user must agree to fulfill FRHD quality and customer service conditions.
4. Advertising cites partnership with FRHD
5. Length of lease/agreement may be for short periods of time, as well as up to 2 years with renewal options.
6. There will be 1st right of refusal for existing District service providers.
7. Use fees can vary from free for qualified non-profits to ??????????

DISCUSSION ITEMS

G4. Review Proposals from Non-Profit Schools
Regarding Space Use

ROCK ROSE

SCHOOL FOR CREATIVE LEARNING

2809 South Mission Road, Ste. G
Fallbrook, CA 92028

April 5, 2019

Dear Fallbrook Regional Health District Board of Directors:

We are very excited about the prospect of gaining your support and consideration to share two of your classroom spaces with our little school. We hope this explanation will help you understand a little bit about what we represent and how we will blend perfectly with the model of wellness you plan to bring to our beautiful Fallbrook community. Please feel free to contact us if you have any questions. We would also love to extend an invitation to you to visit our current site and meet with us to see what we are doing in person.

The Rock Rose School for Creative Learning (dba Rock Rose) is a 501(c)(3) with a mission to provide an early childhood program that embodies a play-based and developmentally appropriate method of educating the child through their **head, heart, and hands**. Our vision is of a thriving, well-supported, inclusive school that cultivates each child's capacity to think clearly, feel compassionately, and act purposefully in the world.

Our Early Childhood programs offer an arts and experiential-based education that seeks to nourish children's capacities physically, emotionally, and intellectually. We do this by connecting the children with both our little Rock Rose community and the Fallbrook community.

These community connections began when we moved our little school to Fallbrook in 2008 where we began in a room within a local church. We were just a baby school at the time and needed to appeal to the community for support and donations. Our first donations from local community members began with a small fridge, a hot plate, and a small oven. These donations enabled us to have the children begin to experience the joys of healthy food preparation. We used locally grown ingredients to create soup, make bread, and teach the children the importance of cooking healthy organic lunches. Not only were the children able to experience and learn about the whole process of food preparation but they also set the table and eat their meals together. At our current location on South Mission, we have been able to continue this path of educating our children about the importance of healthy eating but now we are able to do it with our own harvest from our beautiful garden. We have members of the Fallbrook Garden club, AAUW, and PEO who help with the growth and support of our gardens with donations and volunteer help. The keyhole gardens located at your Wellness Center would be perfect in order for our children to continue this education and hopefully be able to share it with others in the community.

In June of 2010, we decided that it was time to reach out and begin to share with the community and teach the children the importance of giving back. Since then, we begin each school year with a special outreach to the community with our Harvest Festival. Supported by donations from local businesses, we open our doors to families throughout North County San Diego and Riverside County to experience a simple and slow paced Harvest Festival. This special festival offers families the opportunity to churn butter, bob for apples, and create

crafts like a rolled candle in a tiny pumpkin. Each of these booths are run by our families and their children and AVID and National Charity League volunteers. We partner with Fallbrook High School in order to help support our local high school students. It is so lovely to see how many families flock to our festival from the surrounding communities in order to have their children experience this slow paced celebration of fall.

During the winter, we teach the children the importance of sharing with others who may be less fortunate. We partner with the Fallbrook Food Pantry in order to adopt a family (or two). Our school community comes together to provide gifts, food, and a tree for the family. The children help wrap the gifts, make cookies, and deliver the tree and presents to the family. As part of our outreach during the holidays, we also visit a local senior center called Fallbrook Gardens. The children make window stars and sing to the residents. This expression of compassion for others is such an important lesson for the children in that they can make a difference in someone's life by bringing a little bit of joy with a song and a simple gift.

The connection that we have with our Fallbrook community are extremely vital to our program. We want the children to see how important it is to be involved and to help others. We have demonstrated this by also having the children be active participants when we host our table at Arts in the Park every April. We have been part of this gift to the children of Fallbrook since 2010. Each year we host a table to share some of the unique and special projects that we do within our classrooms with the rest of the Fallbrook and local area children.

In addition to our outreach, we have volunteers from the community who help support us. Our beautiful chicken coop was built by a local girl scout in order for her to complete her Silver Award. Her project enabled our children to have their own chickens. The students help care for these chickens and are delighted when they are able to collect the eggs and enjoy them as part of their lunch or snack. This understanding of where their food comes from is such a vital part of our curriculum.

The county of San Diego has also supported our program with four of their Neighborhood Investment Grants. These grants enabled us to be able to mitigate our current building of lead, to build a lovely kitchen and add an air conditioner within our Honeysuckle classroom.

As this school year draws to a close, we are stuck with a difficult decision to leave our beautiful location. We have been petitioning the county to add a guardrail along the street by our play area and reduce the speed by our school. We have recently been notified that these petitions will not be possible. With this news, also came the news that our current landlords are increasing our lease payment by more than 43%. This news came as quite a shock. Part of what makes our program unique is our affordability. We have a special relationship with CDA and the YMCA in order to offer affordable care to families. Since the safety of our children and the accessibility of our program to a diverse range of socioeconomic families is of the utmost importance, we have decided that we must leave our home on South Mission.

We are presenting this proposal to you today, not as a long term home for Rock Rose but as a transition site while we look for the perfect home. Our goal is to purchase a property where we can continue to be a contributing member of the community and help our students become life-long learners and caretakers of the future. We hope that our school fits into your plan and that we can offer you financial support while you plan the next steps in what will become a special spot of Wellness in our lovely Fallbrook community.

Lease Proposal

We are proposing a one or three year lease with the option to renew at 1636 E. Mission Road, Fallbrook, CA 92028.

Facilities

The following is what we would appreciate an opportunity to lease and have access to:

- Classroom 6
- Cottage including exclusive use of its fenced yard
- Full playground access with the option to discuss plans to fence an area near the cottage for chickens and kitchen garden
- Ability to create a biodynamic gardening area
 - *We are happy to collaborate with Spirit Mountain and the Wellness Center's staff to make this a Community Garden available to all*
- Site access 7 days a week for teacher prep and other improvement/beautification activities
- Permission to host one or two community festivals throughout the year
- Approval to mount Rock Rose Village School signage on E. Mission Road

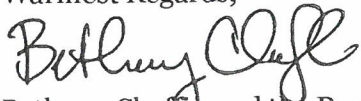
Lease Rate

We are asking a monthly lease and utilities included for the items requested above at \$3632.00/mth.

Rock Rose Village School greatly appreciates the time you have taken to consider our proposal, and we look forward to collaborating on how to make this work for everyone involved!

We truly appreciate your time and your consideration.

Warmest Regards,



Bethany Chaffin and the Rock Rose Board of Directors

2809 S. MISSION ROAD, STE. A
FALLBROOK, LA 70228

INFO@SPIRITMOUNTAIN SCHOOL.ORG
PHONE: (760) 542-8633

April 5th, 2019

Dear Fallbrook Regional Health District Board of Directors,

Thank you for your time and consideration of our proposal to share a portion of the classroom facilities on your new E. Mission property. We are excited at the possibility of supporting both of our organizations' missions of nourishing our communities through the services we provide.

Our school, Spirit Mountain School, Inc., is a non-sectarian private, Waldorf-inspired grades school recognized by the IRS as a non-profit 501(c)(3) organization. Our mission is devoted to nurturing, loving, and guiding children so that they grow to be adults who think clearly, feel deeply, and act responsibly in the world. We are also dedicated to providing a more affordable price point for families to be able to receive the benefits of a Waldorf education.

In reviewing your website, programs, grants awarded, and fast facts on your website, it seems that our education style as a Waldorf school closely aligns with and supports your organization's mission of promoting health for the people living in our District.

Our school originally began as a small, private homeschool in 2012 in De Luz. As our school grew, we moved into Creekside Plaza, next to our sister school, Rock Rose, on 2809 S. Mission Road in 2016. We've loved our time at our current location. The nature, creek, and in-town proximity are all wonderful. Unfortunately, we are being faced with substantial rent increases that make our ability to remain there untenable.

As we've searched for a new location, we heard that the FRHD was possibly looking to pair up with a school (or two!?) to occupy and inject life into the classroom structures at the East Mission location.

We love that it is built to be a school. The large playground area, sizeable classrooms, outdoor eating areas, safe parking, off street location, and enclosed fencing all support the needs of our wonderful school. Knowing that Willow Tree's prior leasing of the space contributed much to the beauty that is still present, we'd love to continue that tradition of enhancing and improving the space while creating a mutually beneficial relationship with your organization.

Waldorf schools, like ours, are well known for a head, heart, and hands approach to education. This threefold consideration permeates daily lessons, and informs Waldorf educators' well known commitment to educating families on healthy living that covers nutrition, daily and seasonal rhythms, physical activity, social relationships, and concern for—and giving to—their local community.

In early childhood Waldorf education, children as early as three years old experience chopping vegetables and preparing soup together. Teachers work with children in preparing their afternoon meals, setting the table, and eating together in community. This early introduction to healthy eating and foods guides children toward healthy eating and nutrition habits that improve their chances of having healthy, long-lasting lives. While healthy eating is only a small part of the big picture at Waldorf schools, many families admit to having chosen Waldorf for the healthy food the children eat and the habits it reinforces.

Our families prepare their child's lunch and we do not allow sweets or candies as part of the lunch. We also actively educate and help guide new families who may be unfamiliar with healthy eating habits because we know that well-rounded nutrition greatly benefits the students' ability to focus and learn the lessons taught inside and outside the classroom.

We appreciate your commitment to health awareness, and Waldorf education is steeped in holistic awareness around health. An example is this excerpt from a Waldorf article on nutrition and children:

“Balanced nutrition makes possible the growth of the physical body, its formation, and vitality. It is the foundation of children’s soul-spiritual development, that is, their ability to concentrate, activate their will, and sustain energy. It has also been found to influence social behavior. Proper nutrition influences children’s development far more than is generally recognized.”¹

Waldorf schools are currently celebrating the 100th year anniversary of their founding in Stuttgart, Germany. Since 1919, there are now over 1000 Waldorf schools spanning the globe: from Africa, Europe, South America, China, Japan, and our own North American

¹ Nutrition in Waldorf schools:

continent. Many of the approaches towards education in a Waldorf environment are now being recognized by the mainstream as extremely beneficial for the healthy development and learning capabilities of children. Things like more nature-based play, deep immersion of the arts within STEM curriculum, early music integration, movement based learning, etc. The list literally keeps growing and reinforcing just how impactful this approach towards education is for our children.

The Waldorf movement was founded by Rudolf Steiner in 1919. “[He] was a highly trained scientist and respected philosopher in his time, who later in his life came to prominence for his spiritual-scientific approach to knowledge called “anthroposophy.””² In addition to his many lectures across the spectrum of the human experience, he was also one of the first public figures to warn that the widespread use of chemical fertilizers, overdependence on mechanization in agriculture, and the abuse and misuse of our soils would lead to the decline of soil, plant, and animal health globally. We are now seeing his words come to light with massive topsoil loss, biodiversity decline, climate change, and food system inequality and toxicity.

Steiner proposed a different approach towards healthy agriculture by co-founding the biodynamic agriculture. A biodynamic farm or garden is seen and interacted with as an integrated, whole, living organism. This organism is made up of many interdependent elements: sun, weather, fields, forests, plants, animals, soils, compost, people, and the intangible essence of the place. Biodynamic farmers and gardeners work to nurture and harmonize these elements, managing them in a holistic and dynamic way that supports the health and vitality of the whole. Biodynamic practitioners also endeavor to listen to the land, to sense what may want to emerge through it, and to develop and evolve their farm as a unique individuality.³

The results and benefits of applying a biodynamic approach towards agriculture means improved nutrient density in crops, increased biodiversity, top soil that is replenished and not extracted, improved water retention and reduced erosion loss, healthier air, and healthier humans as a result. Studies have shown that interaction with healthy, organic soil can actually improve mood and overall health.

² Biodynamics & Steiner: <https://www.biodynamics.com/steiner.html>

³ Biodynamic Principles & Practices:
<https://www.biodynamics.com/biodynamic-principles-and-practices>

SPIRIT MOUNTAIN SCHOOL INC.

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Students in our grades program are imbued with these perspectives and sentiments as they plant gardens, tend, weed and harvest their efforts. They learn how the animals and insects interact with the plants and the weather. They have the opportunity to create and nurture something with their threefold being: their hands, head and heart. Even tasks that many adults find mundane, like weeding, are a source great joy and pride for our students. This week alone, our school found excitement watching ladybugs hatch on our young sunflowers in our garden beds! By connecting deeply with nature, they integrate the understanding that we all are very much a part of nature and are interdependent with it.

Waldorf schools—being holistically aligned—embrace and deeply integrate personal wellbeing and developmental milestones into our pedagogy. An example of this is the nine year change that most children in third grade experience. This very transformative year sees the dreamy oneness of childhood slipping away as a new awareness begins to take root. No longer indistinguishable from their peers, the child begins to realize one day, they will be on their own. This time of awakening and embodiment is a ripe time in a child's life, and Waldorf curriculum is built around and in support of keystone development moments like this.

Our mathematics, science, and language arts curriculum is delivered with holistic, soul nurturing, confidence building activities of growing their own food, cooking, knitting and sewing clothes, and building a real shelter together as a class.

Our students experience a daily rhythm that honors their needs as the energetic, vibrant, creative humans they truly are. Main Lesson is the deep dive into a particular subject over a 3-5 week block of time. These lessons are infused with music, art, and especially movement throughout the first two hours of each day. After this morning lesson, the first meal and recess follows. Afternoon lessons bring the specialty subjects of our curriculum. Speciality subjects are unique to each grade and include such things as clay modelling, knitting, crocheting, woodwork, beeswax modeling, gardening, music, flute, strings, painting, world languages, and games (a most wonderful approach to physical education).

Waldorf education encourages a worldly understanding and view. This is seen in its support of world languages, as well as a unique approach to a slow and methodical study of world civilizations from first through eighth grade. By exploring various cultures and their stories, we nurture a broad cultural understanding in our students as well as an openness to differences. The social work of a Waldorf school is an important cornerstone of how we approach education. This leads to children growing into young adults who are grounded, self-motivated, creative, and demonstrate concern for the greater good. This personal

growth and well-roundedness can be seen in the college and higher education pursuits of Waldorf graduates

“In a 2001 Study of 526 Waldorf Graduates, 94% attended college... 47% majored in arts/humanities and 42% of Waldorf Graduates majored in STEM degrees. 88% of these students graduated college. As compared to the general US population, almost three times as many Waldorf graduates study social and behavioral sciences, 50% more study science and math, and almost three times as many major in arts and humanities.”⁴

Another unique aspect of Waldorf schools is our media policy. Our schools enforce a no-media, no-screens policy Sunday evening through Thursday evening. Families are educated about the benefits of a no-media lifestyle, and it is an integrated part of our school policy. Research supports our belief that this policy creates healthy habits for children, avoiding the confusion of misleading advertising, poor role-models, and adult or mature language, along with the negative impacts of both the idle body, and inundation of hyper-stimulating imagery and sound. Please consider reading more about this topic, written by our Board President on our blog.⁵

Class teachers work with their community to plan engagements through field trips and festivals. For example, our second grade class celebrates a festival of light in the dark of winter called Santa Lucia. The families bake small saffron rolls which are then passed around to the community. Recently, the children brought this sweet festival to the Regency Fallbrook Senior Center.

Field trips have brought our children to the Pala Mines and the Fallbrook Gem and Mineral Museum. This year the children hiked Guajome Park with an informative tour from the park ranger. Our children and families have camped out with their class and received astronomy lessons from special guest astronomers. We've visited Solidarity Farm in Valley Center as a field trip, and each year we seek new places to visit and learn from based on what is being delivered in the coming year's curriculum and what our community has to offer.

⁴ Waldorf Graduates: http://www.wiws.org/docs/Survey_WaldorfGraduates.pdf

⁵ Media Mindfulness for Young Children:

SPIRIT MOUNTAIN SCHOOL INC.

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The facilities at the Fallbrook Health Center fit very well with our school's needs, and we feel that the work we do to educate whole, healthy local and global citizens supports the Board's vision of creating a healthy, vibrant Fallbrook.

We hope you are excited to continue discovering what Waldorf schools have to offer our sweet Fallbrook community, and we look forward to further exploring the possibility of joining you on your Wellness Center grounds on East Mission Road.

In Gratitude,

Board of Directors
Spirit Mountain School

April 5th, 2019

Lease Proposal

We are proposing a one or three year lease with the option to renew at 1636 E. Mission Road, Fallbrook, CA 92028. We would also like consideration for adding a third classroom at the end of first lease year.

Facilities

The following is what we would appreciate an opportunity to lease and have access to:

- Classrooms 2 & 5, and the Principal's Office
- Exclusive use of the Outside Restrooms due to the challenges of safety and liability with children sharing a restroom with adults
 - *We are very much open to discussing how to best navigate this if shared restrooms is needed*
- Access to the interior Workroom
- Full playground access
- Ability to create a biodynamic gardening area
 - *We are happy to collaborate with Rock Rose and the Wellness Center's staff to make this beautiful! A portion being a Community Garden space?*
- Site access 7 day a week site access for teacher prep and other improvement/beautification activities
- Approval to mount Spirit Mountain School signage on E. Mission Road

2809 S MISSION ROAD, STE. A
FAIRBROOK, LA 70028

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PHONE: (760) 542-8633

Lease Rate

We are asking a monthly lease and utilities included for the items requested above at \$2300.00/mth.

Spirit Mountain greatly appreciates the time you have taken to consider our proposal, and we look forward to collaborating on how to make this work for everyone involved!

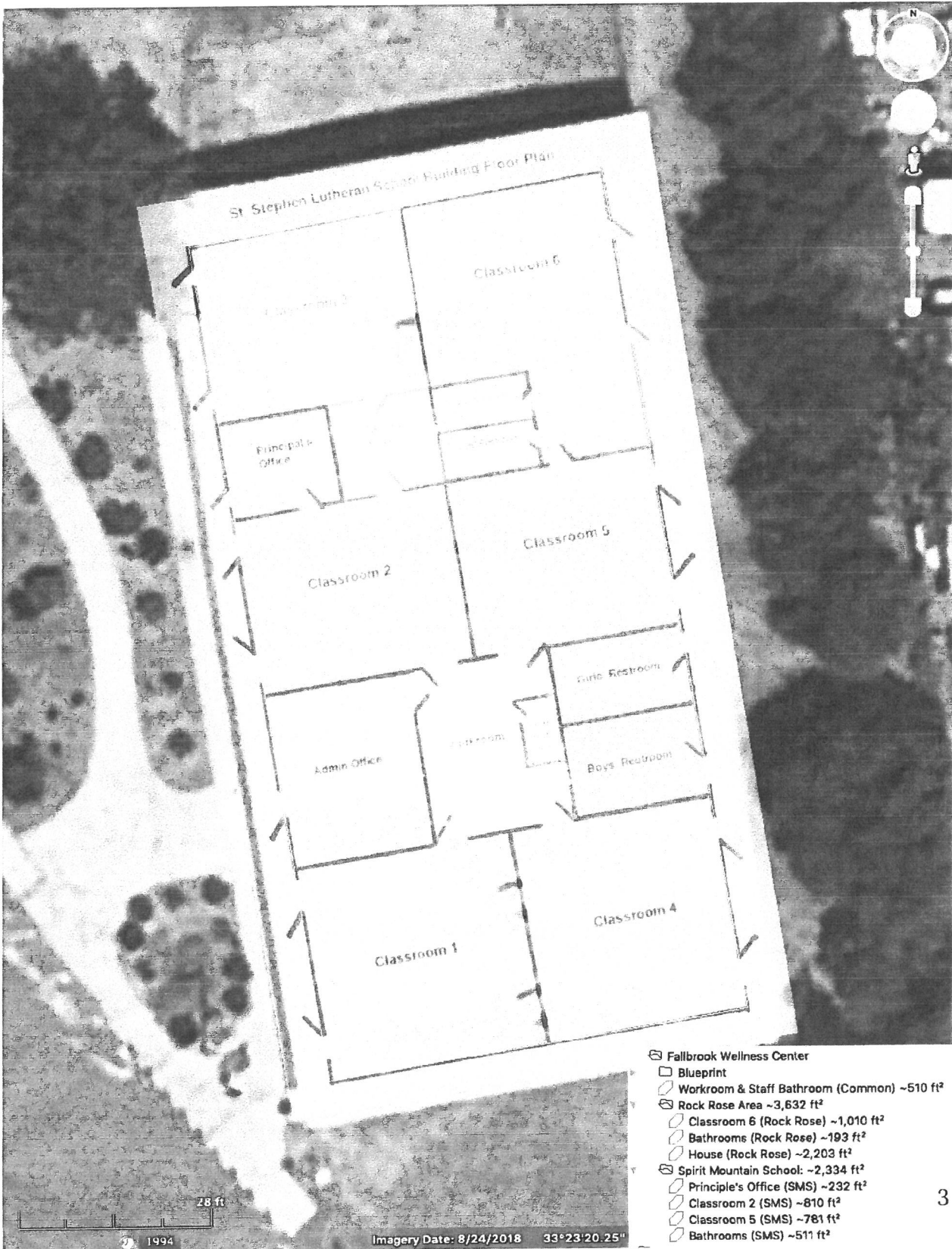
Thank you!

Board of Directors
Spirit Mountain School

SPIRIT MOUNTAIN SCHOOL INC

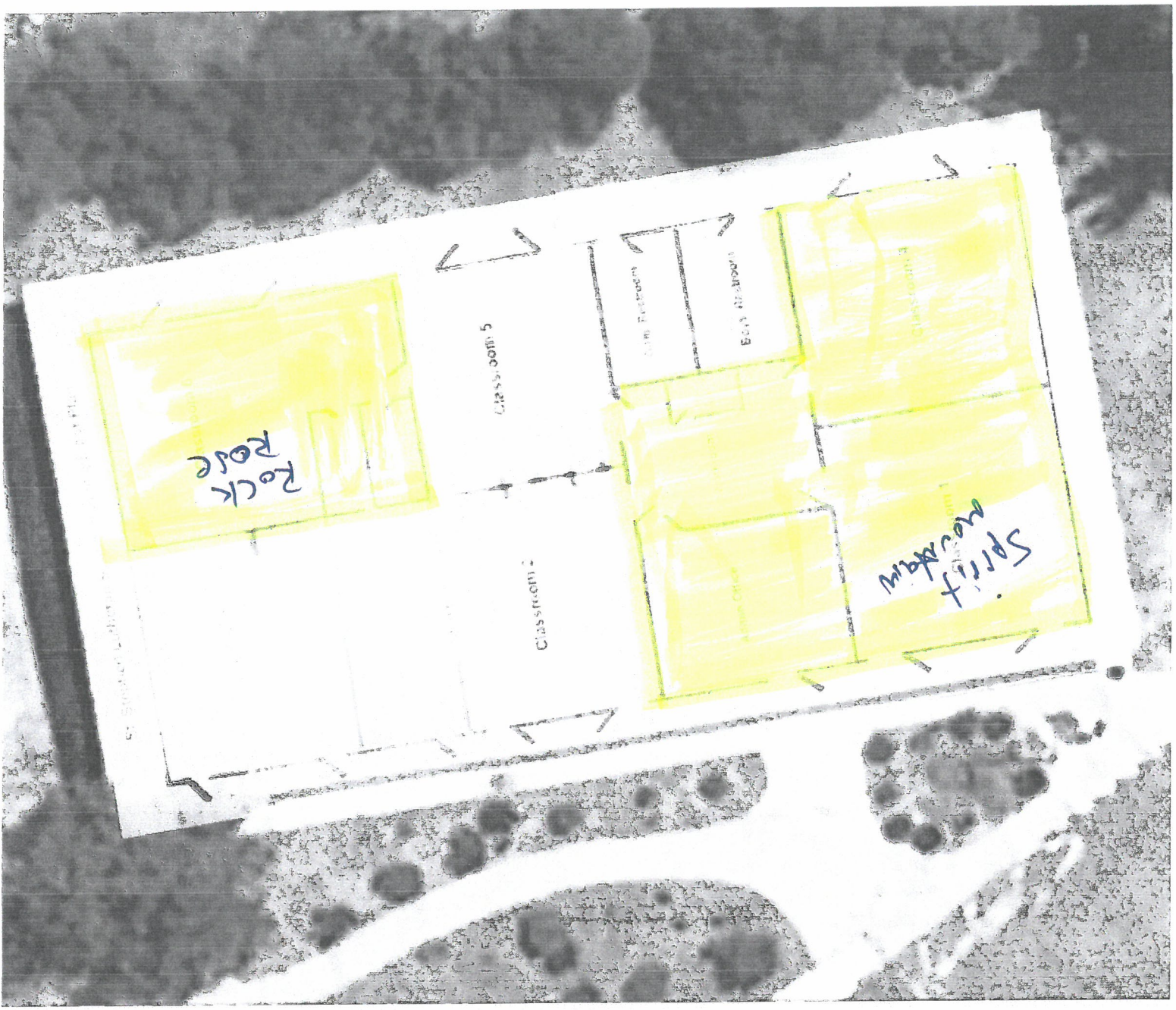
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OPTION 1

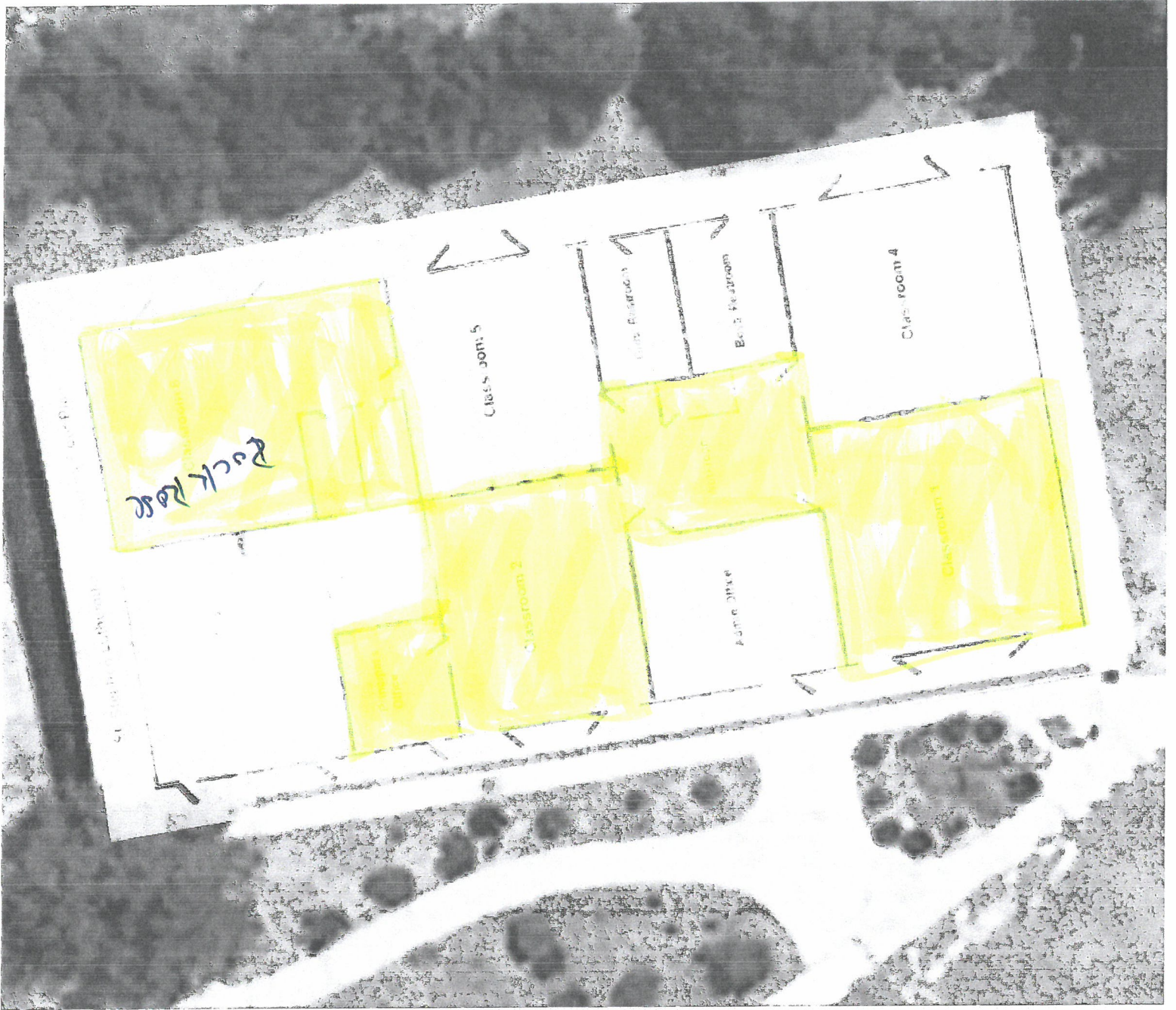
- Fallbrook Health Center
- Blueprint
- Workroom & Staff Bathroom (Common) ~510 ft²
- Rock Rose Area ~3,632 ft²
- Classroom 6 (Rock Rose) ~1,010 ft²
- Bathrooms (Rock Rose) ~193 ft²
- House (Rock Rose) ~2,203 ft²
- Spirit Mountain School: Option 1 ~2,505 ft²
- Admin Office (SMS) ~550 ft²
- Classroom 1 (SMS) ~1,014 ft²
- Classroom 4 (SMS) ~941 ft²



OPTION 2

- Fallbrook Health Center
- Blueprint
- Workroom & Staff Bathroom (Common) ~510 ft²
- Rock Rose Area ~3,632 ft²
- Classroom 6 (Rock Rose) ~1,010 ft²
- Bathrooms (Rock Rose) ~183 ft²
- House (Rock Rose) ~2,203 ft²

- Spirit Mountain School: Option 2 ~2,056 ft²
- Principle's Office (SMS) ~232 ft²
- Classroom 1 (SMS) ~1,014 ft²
- Classroom 2 (SMS) ~810 ft²



OPTION 3

- ☑ Fallbrook Health Center
 - ☐ Blueprint
 - ☐ Workroom & Staff Bathroom (Common) ~510 ft²
 - ☐ Rock Rose Area ~3,632 ft²
 - ☐ Classroom 6 (Rock Rose) ~1,010 ft²
 - ☐ Bathrooms (Rock Rose) ~793 ft²
 - ☐ House (Rock Rose) ~2,203 ft²
-
- ☑ Spirit Mountain School: Option 3 ~1,823 ft²
 - ☐ Principle's Office (SMS) ~232 ft²
 - ☐ Classroom 2 (SMS) ~810 ft²
 - ☐ Classroom 5 (SMS) ~781 ft²



ACTION ITEMS

H1. Approval of Proposal for Design Services Technical Provisions – Roof Replacement Projects for 1636 Mission, 617 Alvarado, 138 Brandon Properties – A.D. Magellan



Fallbrook Regional Health District

A.D. MAGELLAN

MARCH 20, 2019

REVISED MARCH 25, 2019



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Page 1

March 20, 2019

REVISED MARCH 25, 2019

Attention: Wendy Lyon

Thank you for the opportunity to provide a proposal to assist in your roof replacement project. We believe our experience in developing and managing roofing projects within occupied spaces uniquely qualifies us to assist your District Board through the process of construction planning.

Our firm was founded to address the common challenges owners face throughout all phases of construction. A few of these challenges include; determining proper repairs, defining scopes of work, and phasing projects to meet the owner's budget. Our firm specializes in providing solutions to these common challenges.

Understanding that your consideration may be based on qualifications that relate specifically to your project, please consider the following about our firm:

- Over 30 years of reconstruction related work
- Over \$100 million in occupied space reconstruction experience
- Extensive scope development repair experience for occupied space
- Proven scope development methods allowing for the most effective use of funds, time and resources
- Licensed general contractor

Our goal is to create a transparent and seamless transition from the pre-construction stage into construction; establishing the expectations of all parties to ensure a successful construction project. We take great pride in providing efficient repair options, developing an all-encompassing bid package, and introducing clients to vetted contractors familiar with the requirements of working in and around occupied space. We feel it is important for an owner to work with a partner who is not participating in the scoped repairs. This ensures there is no conflict with the repair approach and total contract value.

We appreciate the opportunity to provide you with this proposal and look forward to working with the District Bard on this project.

Sincerely,

Paul Reyes

Partner

A.D. Magellan LLC

701 Palomar Airport Road Suite 300

www.ADMagellan.com

877.899.5990

info@admagellan.com





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Carlsbad, CA 92011

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A.D. Magellan, LLC.

Introduction

A.D. Magellan, LLC. is a construction management firm located in Carlsbad, CA servicing homeowner associations and commercial properties throughout California. The firm's partners, Paul Reyes and Shannon Smith, have worked within the reconstruction industry for over ten years. Paul is a licensed General Contractor with extensive experience in all areas of reconstruction including roofing and building envelope design and repair. His background covers means and methods, site inspections, cost of repair development, mediated scope of repair definition, project management, and expert testimony. Shannon's background includes project management, site inspections along with a heavy focus on project communication and documentation, and overall operations.

A.D. Magellan's mission is to create the most productive and transparent environment for their clients. They want to be sure their clients are making informed decisions about their properties and feel comfortable knowing they are working with a consultant who truly has their best interests in mind.

Firm Information:

Company Address: 701 Palomar Airport Rd, Suite 300, Carlsbad, CA 92011

Company Website: www.admagellan.com

Email: info@admagellan.com

Contact: beckyl@admagellan.com 877.899.5990





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Page 3

This proposal outlines our services to conduct a roof inspection, written specifications and facilitate the competitive bidding process-for the following addresses:

617 Alvarado St. Fallbrook
138 S. Brandon Rd. Fallbrook
1636 E. Mission Rd. Fallbrook

Estimated timeline to complete items 1 and 2 below is 60 days. Estimated timeline to complete bid facilitation, receipt and review is 45-60 days.

1. Investigation and Prioritization - \$22,525

Consultant shall perform a thermal scan and physical inspection of the three (3) building roofs listed above. The results will be incorporated into the Scope of Work and will assist in determining proper contingency allowances.

2. Develop Written Specifications - \$16,275

Develop the scope of work and bid package outlining products, warranty requirements, and general conditions.

- a. Detailed specifications for roofing system(s)
- b. Ancillary roofing component replacement
- c. Protocol for handling mechanical/electrical equipment
- d. Quality control program
- e. Safety program
- f. Communication protocol
- g. Warranty
- h. Insurance
- i. References

3. Facilitate Bidding Process -\$15,050

- a. Conduct one (1) pre-bid site walk with bidders
- b. Receive bidder's questions and make addenda, if necessary
- c. Receive and qualify up to five (5) proposals submitted to ensure proposals reflect the information required from the bid package. Develop a Bid Comparison doc of the submitted proposals to assist the district in selecting a contractor.

Total cost for roof replacement project design services- \$53,850

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Construction Management Services – Price TBD

The final scope of construction management services can be determined once the final scope of repairs have been decided. Below is an example of the type of services we can provide for the Fallbrook Regional Health District project.

- 1. Preconstruction meetings**
- 2. Onsite project review**
- 3. Review of all pay applications**
- 4. Review of all change orders**
- 5. Project Communication**
- 6. Project Close-Out**

Notes:

- 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.
- This proposal does not include engineering or construction services. Should the need for an engineer be required, ADM will request a quote for client approval.
- If repair items outside of the noted defects are requested or recommended, additional hours will be required to develop that scope of work. ADM will provide an amendment to the contract for additional hours. See our rate sheet provided in contract.
- Additional meeting requests or site visits are subject to be billed per our attached rate sheets.
- Costs for construction management services are not included in this proposal. Should the client request construction management services, ADM will submit a proposal to the client after review and approval of the selected contractor's project schedule.
- This proposal is good for 90 days.
- This is not a contract.





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A.D. Magellan SCHEDULE OF RATES 2019

INSPECTION, ESTIMATING & CONSULTATION

ADM Consultant	\$225/hour
Minimum On-Site Fee	\$450.00

SUPPORT SERVICES

Project Assistant	\$145/hour
Coordination & Communication	\$ 105/hour

MISCELLANEOUS

Outside Consultants	Contract Price + 15%
Reimbursable Expenses (Printing, copy service, binding, materials, messenger, shipping)	Expense Price + 15%

The GSA Federal standard mileage rate and per diem will be charged any project over 50 miles from 701 Palomar Airport Road Suite 300, Carlsbad CA 92011.





Project List: Roofing

Agave Ridge Apartments

San Diego, CA

-Developed the scope of work and provided project oversight services for flat roof replacement of four buildings.

Roofers contract: \$214,000

Balboa Ridge HOA

San Diego, CA

-Developed the scope of work and currently providing project oversight services for flat roof replacement of three buildings.

Roofers contract: \$180,000

Bernardo Pines HOA

San Diego, CA

-Developed the scope of work and provided project oversight services for pitched roof replacement and gutter replacement of 12 roofs.

Roofers contract: \$250,000

Blossom Hill Apartments

San Jose, CA

-Developed the scope of work and provided project oversight services for flat roof replacement of 20 buildings.

Roofers contract: \$480,000

Canyon Park Villas HOA

San Diego, CA

-Developed the scope of work and provided project oversight services for pitched roof replacement of 14 buildings.

Roofers contract: \$300,000

Grandview Terrace Apartments

Los Angeles, CA

-Developed the scope of work and currently providing project oversight for pitched and flat roofs of the midrise building.

Roofers contract: \$1,400,000





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Industry References:

Vivian Castro, Board President
Bernardo Pines HOA
Phone: 858.451.8928

Wade Andre, Community Manager
First Service Residential
Phone: [858.657.2170](tel:858.657.2170)

Chris Delfosse, Property Operations Manager
Goldrich and Kest
Phone: 951.239.9351

Matt Lagoe, Property Operations Manager
Goldrich and Kest
Phone: 408.769.1477





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Certificate of Insurance



ACTION ITEMS

H2. Approval of Lease with Med-Plus Urgent Care

**COMMERCIAL LEASE OF PREMISES BETWEEN
FALLBROOK REGIONAL HEALTH DISTRICT
AND MEDPLUS
(617 Alvarado St., Fallbrook, CA 92028)**

ARTICLE 1. PARTIES

1.01 THIS LEASE (“Lease”) is executed at Fallbrook, California, this 3RD of April 2019, by and between **Fallbrook Regional Health District**, a public entity organized and existing under Health & Safety Code 32000 et seq. (hereinafter “Landlord”), and **MedPlus**, a medical corporation (hereinafter "Tenant").

ARTICLE 2. LEASED PREMISES

2.01 **Description.** Landlord leases to Tenant, and Tenant hires from Landlord, for the term, at the rental, and upon the conditions in this Lease, the building (including all adjacent pylons, monuments, and signage), office space, and immediately adjacent parking lot area consisting of 19 spaces, located at 617 Alvarado Street, Fallbrook, California, 92028, consisting of approximately 2,400 sq. ft. of the northerly portion of the building (hereinafter the “Premises”). Attached as Exhibit “B” is a diagram and drawing depicting the Premises.

A. **Personal Property.** In addition to the Premises, Landlord also leases to Tenant, for the term of this Lease, the items of personal property listed on Exhibit “A” herein.

B. **Exemption from Premises.** As shown on Exhibit “B,” a portion of the building at 617 Alvarado Street is specifically exempted from the Premises, as that portion of the building has been placed under containment, and the parties are aware that this portion of the building has been determined to have experienced water intrusion (“the Exempt Portion.”). The parties have inspected the Exempt Portion prior to the Commencement Date of this Lease, and the parties agree that this Exempt Portion will be the subject of a remediation or demolition project to be undertaken by Landlord at a future date. Said remediation or demolition project will not result in any abatement of rent for Tenant.

ARTICLE 3. TERM OF LEASE

3.01 Term of Months. The term of the Lease shall be for a period of eleven (11) calendar months commencing on later than August 1, 2018, and ending June 30, 2019.

3.02 Commencement of Term.

A. **Definition.** The term Commencement Date, as used in this Lease, shall be construed to mean the 1st day of August, 2018 as agreed upon by Landlord and Tenant.

3.03 Holding Over. Holding over after the expiration of the term of this Lease, or any oral extension thereof, with the consent of Landlord, shall be a tenancy from month to month for a period not to exceed 150 days, and the rentals and additional rentals upon the covenants, conditions, limitations, and agreements are subject to the exceptions and reservations contained in this Lease.

ARTICLE 4. RENT

4.01 Rental Payment. Tenant agrees to and shall pay to Landlord at Fallbrook, California, or at such other place as Landlord shall from time to time in writing designate, as minimum annual rental for the Premises, the total sum of **Fifty-Seven Thousand Six Hundred Dollars (\$57,600)**, payable in advance in the amount of \$4,800 per month, on or before the tenth (10th) day of each month of the foregoing term.

ARTICLE 5. UTILITIES AND TAXES

5.01 Utilities and Maintenance. Tenant shall pay for all gas, heat, light, power, telephone service, internet connectivity and service, water and wastewater service, janitorial services, and any and all other utilities serving the Premises.

ARTICLE 6. USE AND OCCUPANCY

6.01 Use. Tenant shall use the Premises solely for the purpose of the business of an extended hours (to include weekday evenings and weekend hours) urgent care clinic and ancillary services therein, and for no other purpose whatsoever without the prior written consent of the Landlord.

6.02 Restrictions on Tenant's Use. Tenant agrees, in using the Premises:

A. Waste. Not to commit any waste or suffer any waste to be committed upon the Premises.

B. Nuisance. Not to commit any public or private nuisance or any other act or thing that might or would disturb the quiet enjoyment of any other tenant of the leased premises or any occupancy of nearby property.

C. Insurance Risks. Not to keep, use, sell or offer for sale on the Premise any article, or conduct any activity thereon, which may be prohibited by the standard form of fire insurance policy, and, if Tenant does keep, use, sell or offer for sale any such article, or if any acts are performed on the Premise by Tenant which increase the rate of fire insurance premiums attributable thereto on demand.

ARTICLE 7. ALTERATIONS, REPAIRS, RESTORATION

7.01 Consent of Landlord to Alterations. Tenant shall make no installations, additions or improvements in or to the Premises, except as otherwise authorized in this Lease, or structural alterations or changes either to the interior or exterior of the building on the Premises, or in the bearing walls, supports, beam or foundations without the written consent of the Landlord.

7.02 Tenant to Pay Alteration Cost. All installations, additional, or improvements, and alterations and changes made, with the consent of the Landlord, after Tenant occupies the Premises, shall be made at the sole cost and expense of Tenant.

7.03 Alterations Required by Law. If, during the term of this Lease, any additions, alterations or improvements in or to the Premises, as distinguished from repairs, are required by

governmental regulations because of the use to which the Premises are put by Tenant and not by reason of the character or structure of the building, they shall be made and paid for by Tenant.

7.04 Surrender or Removal of Improvements. All alterations, additions or improvements which are made in or to the Premises shall be the property of Landlord upon the termination of this Lease, unless prior to such termination Landlord gives Tenant written notice to remove some or all thereof, in which case Tenant shall cause the items so designated to be removed and the Premises to be restored to their condition at the commencement of Tenant's Lease, normal wear and tear excepted, all at the expense of the Tenant.

7.05 Maintenance and Repairs. Landlord agrees during the term hereof to keep and maintain at Landlord's expense the Premises and every part thereof in and about the Premises in good order, condition, and repair, including, without limiting the foregoing, all fixtures in existence or in place at the time of the commencement of this Lease, interior walls, floors, ceilings, sides, plumbing, all interior building appliances and similar equipment, windows, doors and plate glass. For purposes of this section, the parties agree that fixtures shall not include any alterations, additions, improvements or changes made pursuant to subparagraphs 7.02 or 7.03, above, nor shall fixtures include any item listed on Exhibit "A" attached hereto.

7.06 Mechanic's Liens. Tenant agrees to pay promptly for all labor done or materials furnished for any work of repair, maintenance, improvements, alterations, or additions done by Tenant in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work. If any such lien shall at any time be filed against the Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of filing the same, or if Tenant in its discretion and in good faith, determines that such lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within such period or fails to furnish such security, then, in addition to any other right or remedy, Landlord may, but shall not

be obligated to, discharge the same, either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is or may be prescribed by law. Tenant shall repay to Landlord on demand all sums disbursed or deposited by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of the Landlord to subject Landlord's interest in the property, of which the Premises are a part of, to liability under any mechanic's lien law.

7.07 Notice of Non-Responsibility. Landlord shall at all times have the right to post and to keep posted on the demised premises such notices provided for under the laws of the State of California for the protection of the Premises from Mechanic's Liens of a similar nature.

7.08 Partial Destruction—Repairs by Landlord. Should the building situated upon the Premises and the leasehold improvements be damaged or destroyed by fire, casualty, or hazard, then, if damaged or destroyed by fire, casualty, or hazard, then, if damage is so slight as not to interfere substantially with Tenant's use of the Premises, Tenant shall notify Landlord, who shall immediately, undertake to make repairs to the building and improvements and restore the same to substantially the same condition as they were in immediately preceding such damage or destruction. Such work shall be done as rapidly as conditions permit. In the event such damage is so slight as not to interfere substantially with Tenant's uses of the Premises, there shall be no abatement of rent.

7.09 Total or Substantial Destruction—Termination of Lease. Should there be total or substantial destruction and Premises are rendered unusable, either in whole or in part, either party shall have the right to terminate the Lease.

7.10 Rebuilding by Landlord. In the event neither party elects to terminate this Lease, Landlord shall, to the extent of available insurance proceeds, repair or rebuild such building and improvements to substantially the same condition that they were in immediately preceding such damage or destruction.

7.11 Use of Insurance Proceeds on Termination. Should either party elect to terminate this Lease, the proceeds of insurance on the building and improvements shall be paid over to the Landlord, and such insurance proceeds shall be and become the sole and absolute property of Landlord. Nothing in this paragraph or in Paragraph (F) below shall be construed to require Tenant to pay over to Landlord proceeds of insurance on Tenant's personal property.

7.12 Use of Insurance Proceeds to Repair and Rebuild. Should either party elect to terminate this Lease, the proceeds of insurance on the building and improvements shall be paid over to Landlord, and Landlord shall hold the same in trust for the purpose of repairing or rebuilding such buildings and improvements to substantially the same condition that they were in immediately preceding such damage or destruction. In the event after such repair or rebuilding any of such insurance proceeds remains in the hands of Landlord, such balance shall be and become the sole and absolute property of Landlord.

7.13 Continuation of Operation. Tenant agrees to continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of good business and good patient care during any period of reconstruction or repair.

ARTICLE 8. CONDEMNATION

8.01 Total Condemnation. If, during the term hereof, there shall be a "total taking" by a public authority under the power of eminent domain, then the leasehold estate of Tenant in the Premises shall cease and terminate as of the date actual physical possession thereof shall be taken. "Total taking" is defined to be the taking of the entire Premises under the power of eminent domain or a taking of so much of the Premises as to prevent or substantially impair the conduct of Tenant's business therein.

8.02 Partial Condemnation. If, during the term thereof, there shall be a "partial taking" of the Premises, this Lease shall terminate as to the portion of the Premises taken upon the date which actual possession of the portion of the Premises is taken pursuant to eminent domain proceedings, but this lease shall continue in force and effect as to the remainder of the Premises.

The rental payable by Tenant for the balance of the term, but not taxes and assessments, shall be abated in the ratio that the square footage of the floor area of the building taken bears to the total floor area of the building at the time of such taking. "Partial taking" is defined to be the taking of only a portion of the Premises under the power to eminent domain which does not constitute a "total taking" as defined in Section 8.01.

8.03 Allocation of Award. All compensation and damages awarded for the taking of the Premises or the common facilities, or any portion or portions thereof, shall, except as otherwise herein provided, belong to and be the sole property of Landlord, and Tenant shall not have any claim or be entitled to any award for diminution in value of its leasehold hereunder or for the value of any unexpired term of this Lease; provided, however, Tenant shall be entitled to any award that may be made for the taking of or injury to, or on account of any cost or loss Tenant may sustain in the removal of Tenant's merchandise, fixtures, equipment and furnishings.

8.04 Effect of Termination. If this Lease is terminated, in whole or in part, pursuant to any of the provisions of this Article 8, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the Premises taken, shall be paid up to the date upon which actual physical possession shall be taken by the condemnor, and the parties shall thereupon be released from all further liability in relation thereto.

ARTICLE 9. INDEMNITY AND INSURANCE

9.01 No Liability of Landlord for Tenant's Acts. Landlord shall not be liable at any time for any loss, damage or injury to the property or person of any person whomsoever at any time occasioned by or arising out of any act or omission of the Tenant, or of anyone holding under Tenant or the occupancy or use of the Premises or any part thereof or the parking lot by or under the Tenant, or directly or indirectly from any state or condition of the Premises or any part during the term of this Lease.

9.02 Indemnification of Landlord. Notwithstanding anything to the contrary in this Lease and irrespective of any insurance carried by Tenant for the benefit of Landlord, Tenant

agrees to protect, indemnify and hold Landlord and the Premises harmless from any and all damages or liabilities of whatsoever nature arising under the terms of this Lease or arising out of or in connection with the operation carried on by Tenant on, or the use or occupancy of, the Premises by Tenant.

9.03 Tenant's Insurance. The Tenant shall carry and maintain, during the entire term hereof, at Tenant's sole cost and expense, the following types of coverage in the amount specified and in the form provided for in this section. Landlord shall be named as an additional insured as to all required Insurance coverage under this Section 9.03.

A. Liability and Property Damage. Broad-form commercial general liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Tenant with respect to the Premises or arising out of the maintenance, use, or occupancy thereof, and property damage liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) each accident.

B. Delivery of Policy or Certificate. Tenant shall deliver to Landlord certificates evidencing the coverage procured by Tenant, or deliver in lieu thereof certificates of coverage from the insurance company or organization providing the coverage, which certificates shall, among other things, designate the company writing the same, the number, amount, and provisions thereof. Upon Landlord's written request, duplicate copies of such certificates of insurance shall be delivered at reasonable intervals.

C. Notice of Cancellation. All coverages shall contain a provision that no coverage shall be canceled or terminated without ten (10) days prior notice from the insurance company to Landlord. Tenant agrees that on or before ten (10) days prior to expiration of any insurance coverage, Tenant will deliver to Landlord written notification in the form of a receipt or other similar document from the applicable insurance company or organization that said policy or

coverages have been renewed, or delivered certificates of coverage from another good and solvent insurance company or other entity for such coverage.

D. Waiver of Subrogation Rights. Tenant shall procure an appropriate clause in, or an endorsement on, any policy of fire or extended coverage insurance covering the personal property, fixtures and equipment located in or on the Premises, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery against Landlord, and Tenant does hereby agree that it shall not make any claim against or seek to recover from Landlord any loss or damage to its property or the property of others, resulting from fire or other hazards covered by such fire and extended coverage insurance.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

10.01 Landlord's Consent Required. Tenant shall not assign, mortgage, or hypothecate this Lease in whole or in part, not sublet all or any part of the Premises, without the prior written consent of Landlord in each instance. Notwithstanding the foregoing sentence, Tenant may assign its option to purchase the premises to an affiliate of Tenant (as used in this paragraph, "affiliate of Tenant" shall mean a corporation, limited liability company, or other entity in which any member or owner of Tenant holds more than fifty percent (50%) of the outstanding voting capital stock, or other means of control). This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

10.02 Condition to Consent. As a condition to its consent, Landlord may require Tenant to pay all expenses in connection with the assignment, and Landlord may require Tenant's assignee to assume in writing the obligations of Tenant under his Lease.

ARTICLE 11. DEFAULT AND REMEDIES

11.01 Termination for Tenant's Insolvency or Dissolution. This Lease shall be deemed repudiated and breached by Tenant if, during the term of this Lease:

1. A petition to have Tenant adjudicated a bankrupt or a petition for reorganization or arrangement under any of the laws of the United States relating to bankruptcy be filed by Tenant, or be filed against Tenant, and if so filed against Tenant not be dismissed within thirty (30) days from the date of such filing;
2. The assets of Tenant or the business conducted by Tenant on the Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
3. Tenant becomes insolvent or makes an assignment for the benefit of creditors;
4. Tenant commits any act of bankruptcy, or;
5. Any corporate Tenant or assignee or successor in interest of Tenant commences proceedings for winding up.

11.02 Landlord's Right of Termination, Reentry, Damages. Tenant expressly agrees that Landlord may, at its election, terminate this Lease in the event of the occurrence of any of the contingencies hereinabove described by giving no less than three (3) days written notice to Tenant and, when so terminated, Landlord may reenter the Premises, and the leasehold interest created by this Lease shall not be treated as an asset of Tenant's estate. It is further expressly understood and agreed that Landlord shall be entitled upon such reentry, notwithstanding any other provisions of this Lease, to exercise such rights and remedies and to recover from Tenant as damages for loss of the bargain resulting from such breach, and not as a penalty, such amounts as are specified in Section 11.03.

11.03 Default. Landlord may, at its option and without limiting Landlord in the exercise of any other right or remedy he may have on account of a default or breach by Tenant, exercise the rights and remedies specified in Section 11.03 if:

A. Rent Default. Tenant defaults in the payment of any money agreed to be paid by Tenant to Landlord for rent or to be paid for taxes and utilities or for any other purpose under this Lease, and if such default continues for **three (3)** days after written notice to Tenant by Landlord.

B. Abandonment. Tenant abandons the Premises for a period of thirty (30) days.

C. Other Default. Tenant defaults in the performance of any other of its agreements, conditions, or covenants under this Lease and such default continues for thirty (30) days, plus such period of delay as Tenant may encounter in the performance of its agreements by reason of matters beyond the control of Tenant.

11.04 Remedies. On any breach, default or abandonment, Landlord may exercise any of the following rights after the periods of time stated in Section 11.02.

A. Continuation of Lease After Breach. Even though Tenant has breached this Lease and abandoned the property, this Lease continues in effect for so long as Landlord does not terminate Tenant's right to possession; and Landlord may enforce all his rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. For the purposes of this Section, the following do not constitute a termination of Tenant's right to possession:

1. Acts of maintenance or preservation or efforts to re-let the property.
2. The appointment of a receiver on initiative of Landlord to protect his interest in this Lease. Tenant may, at its option, transfer its interest hereunder in the following manner so long as Landlord has not terminated Tenant's right to possession; sublet the property, assign its interest in the Lease, or both, with the consent of Landlord, which consent shall not be withheld unreasonably.

B. Termination of Lease. Landlord may terminate this Lease, and recover from Tenant all damages permitted by Civil Code Section 1951.2 including the worth at the time of

award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided, and in the event of such a termination said Section 1951.2 shall govern with respect to the rights, duties and liabilities of Landlord and Tenant.

11.05 No Waiver of Default. Landlord's failure to take advantage of any default or breach of covenant on the part of Tenant shall not be, or be construed as a waiver thereof, nor shall not be, or be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant or condition hereof, or to exercise rights given him on account of any such default.

11.06 Landlord's Right to Cure Default. If the Tenant shall be in default in the performance of any covenant on its part to be performed under this Lease, then after notice and without waiving or releasing Tenant from the performance thereof, Landlord may, but shall not be obligated so to do, perform any such covenant, and, in exercising any such right, pay necessary and incidental costs and expenses in connection therewith. All sums so paid by Landlord, together with interest thereon at the rate of ten percent (10%) per annum, shall be deemed additional rent and shall be payable to Landlord on the next rent paying day.

ARTICLE 12. LANDLORD'S GENERAL PROTECTIVE PROVISIONS

12.01 Surrender at End of Term. Tenant shall peaceably give up and surrender to Landlord the Premises and every part thereof to Landlord at the termination of the term of this Lease in as good a condition and repair as reasonable use and wear thereof will permit.

12.02 Landlord's Right to Inspect. Landlord shall be entitled, at all reasonable times, to go on the Premises for the purpose of inspecting the performance by Tenant of the terms and conditions of this Lease, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration, or repair thereof, as required or permitted by any

law or ordinance.

12.03 Landlord's Right of Entry. Landlord reserves, and shall at any and all times, except in the event of an emergency, provide Tenant two hours notice of Landlord's intent to enter the Premises and Tenant shall have the opportunity to have a representative of the Tenant accompany Landlord for the purpose of inspecting the premises, to submit said premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Landlord agrees at all times to comply with applicable HIPAA and state medical privacy regulations.

Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

ARTICLE 13. GENERAL PROVISIONS

13.01 Conditions and Covenants. All of the provisions of this Lease shall be construed

to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

13.02 No Waiver of Breach. No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

13.03 Time of Essence. Time is of the essence of this Lease, and of each provision.

13.04 Unavoidable Delay—Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligation (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided, however, nothing in this section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be expressly provided elsewhere in this Lease.

13.05 Successors in Interest. Each and all of the covenants, conditions, and restrictions in this Lease shall incur to the benefit of and shall be binding upon the heirs, assignees, and successors in interest of Landlord, and subject to the restrictions of Article 12, the authorized assignees, transfers, subtenants, licensees, and other successors in interest of Tenant.

13.06 Entire Agreement. This Lease contains the entire Agreement of the parties with respect to the matters covered by this Lease, and no other agreements, statements, or promise made by any party, which is not contained in this Lease shall be binding or valid.

Landlord and Tenant have executed this Lease as of the day and year written above in Article 3, Section 3.02.

LANDLORD:

Fallbrook Regional Health District

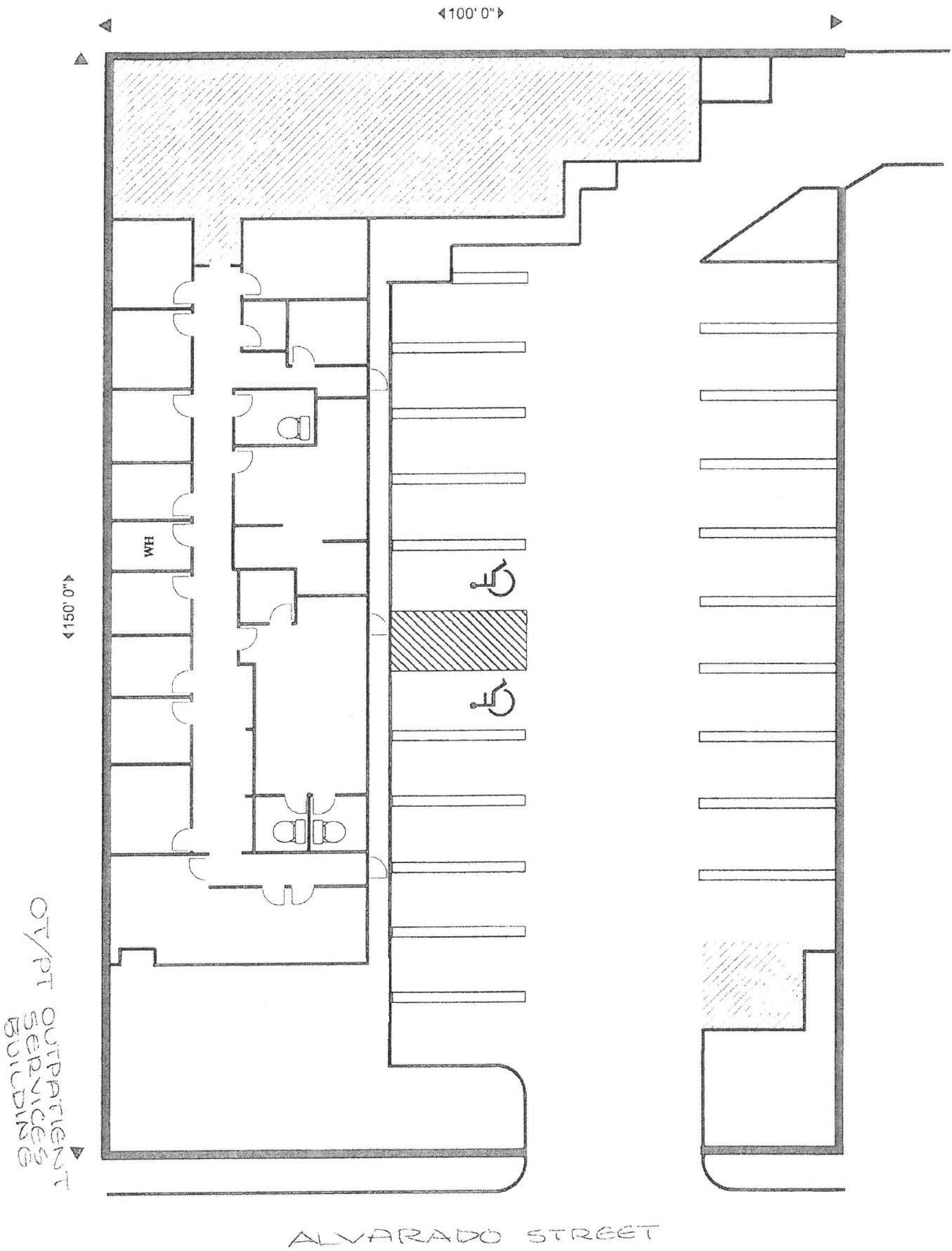
By: _____
Howard Salmon, President
Board of Directors

TENANT:

MedPlus

By: _____
Graydon Skeoch, M.D

EXHIBIT B



ACTION ITEMS

- H3. Ratify Proposal to Provide Consulting Services on Fallbrook Property for Major Use Permit -- J. Whalen Associates Inc.

March 25, 2019

Via Email: bookkeeper@fallbrookhealth.org

Ms. Wendy Lyon
138 S. Brandon Road
Fallbrook CA, 92028
(760) 731-9131

Re: Proposal to Provide Consulting Services on Fallbrook Property

Dear Ms. Lyon:

Thank you for this opportunity to provide a proposal for professional services in regard to the Fallbrook property. As we understand it, the scope of work will come in three parts:

- 1) Obtain a Major Use Permit, or Minor Use Permit if acceptable, for the land use designation that would satisfy both County and your requirements;
- 2) Once the land use designation has been changed, potentially obtain a building permit for a remodel of the existing church;
- 3) Other project related tasks as requested.

For the purposes of this scope of work, we do not feel extensive engineering services are needed. However, should your project require engineering in the future, we have existing relationships with most local engineering firms. One of our preferred vendors, Rick Engineering, is the engineer the County utilizes for contract services and has a lot of experience in north county projects, comparable to yours.

Costs and Schedule

As a standard practice, we provide progress reports either in verbal or written form as appropriate.

For this job, J. Whalen Associates proposes to charge for my efforts on a time and materials basis at the rate of \$350/hour. Senior Project Managers are billed at \$225/hour and Project Managers are billed at \$125/hour. Work done by Project Associates is at the standard rate of \$65/hour. As is our standard policy for new clients, we respectfully request a retainer of \$5,000 prior to commencing work.

1660 Hotel Circle North

Suite 725

San Diego, California

92108 2820

619.683.5544

619 683 5585 FAX

www.jwhalen.net

The estimate is preliminary, based upon our present assessment of the fees that will be incurred for the identified tasks. Please note that it is not possible to predict all aspects of this matter. These estimates may change based upon information received or issues that arise during the process that are unknown at this time. The estimates we are providing are not a limitation on our fees and charges.

Where it is cost effective and efficient to do so, J. Whalen Associates, Inc. will enlist the assistance of associates, whose billable rates are significantly lower than those of the principal engaged on the matter, in order to reduce total billings.

A finder's fee will be charged if our efforts are utilized to attain a purchase or sale of property for conservation, open space, mitigation or development purposes. As we are not Real Estate Brokers and work is on a time and materials basis, we do not charge the standard 10% commission; instead we would be entitled to receive a 2% finder's fee at the close of escrow.

Reimbursement of such client-related expenses such as meals, mileage, telecommunications, and the like are charged back at 1.15 times costs. No reimbursable exceeds \$100 per item without the consent of the client. Our services often require that the client be present at important meetings with Regulatory Agencies.

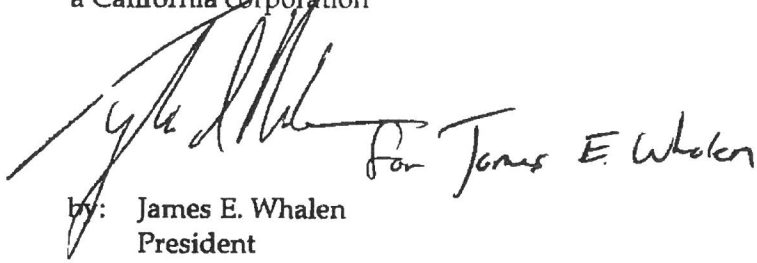
If approval of this proposal on commencement of our work is delayed for any reason beyond ninety (90) days from the date of this letter, it is understood by both parties that the terms, fees and conditions contained herein are subject to revision. Our services are intended to achieve the results you desire and we will dedicate our efforts to achieve these end results. However, due to numerous factors beyond our control, including the conditions underlying this work and the discretionary decision making of government officials, our services come with no guarantees of results, nor is payment for any of our services contingent upon receiving any results.

Please indicate your approval of our proposal by signing the attached Terms and Conditions and returning it. We will return a fully executed copy. Our Services Agreement shall be based upon this letter proposal and the accompanying Terms and Conditions.

We look forward to providing our services to you on this matter. Please do not hesitate to call if you have any questions.

Very truly yours,

J. Whalen Associates, Inc.,
a California corporation

A handwritten signature in black ink, appearing to read "James E. Whalen". The signature is written in a cursive style with a long horizontal stroke extending to the left.

for James E. Whalen

by: James E. Whalen
President

Consultant Services Agreement

Project: Fallbrook Regional Health District

Agreement entered into at San Diego, California
made this 8 day of March 2019 by and between

Client: Fallbrook Regional Health District
Name: Wendy Lyon
Address: 138 S Brandon Road
City/State: Fallbrook CA 92028

Telephone: (760) 731-9187
Email: bookkeeper@fallbrookhealth.org

Consultant: J. Whalen Associates, Inc.,
a California corporation

Name: James E. Whalen, President
Address: 1660 Hotel Circle N., Suite 725
City/State: San Diego, CA 92108-2820

Telephone: 619-683-5544
Fax: 619-683-5585

Terms and Conditions of Agreement

1. This Consultant Services Agreement ("Agreement") shall be binding upon the heirs, executors, administrators, successors and assigns of Wendy Lyon ("Client") and J. Whalen Associates, Inc. ("Consultant").
2. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement and attached letter proposal contain the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement and letter are of no force or effect. Subsequent modifications to this Agreement and letter shall be in writing and signed by both Client and Consultant.
4. Either party's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Consultant shall only act as an advisor in all government relations.
8. Ownership of any copyrighted materials and associated documents created by Consultant and used for Client on this project shall remain the property of Consultant. All other documents, studies, drawings, map models, photographs, field data, computerized material and reports prepared by Consultant and provided to Client as "deliverables" under this Agreement shall belong to the Client for the purposes intended by this Agreement, upon the completion of the term of this Agreement, and upon full payment for services performed by Consultant. Consultant shall have no financial or professional liability resulting from any unauthorized changes to said deliverables made by Client or other third parties, nor for any reliance or use of said deliverables by Client or other third parties for purposes other than as intended by this Agreement. If Consultant's deliverables exists in electronic or computerized format, or is transferred in electronic or computerized format, any stamp seal and signature shall be original to be valid, and may not be a computer-generated copy, photocopy or facsimile transmission of the original.
9. Client and Consultant agree to cooperate with each other in every way reasonable on the project.
10. Consultant will maintain workers compensation insurance as required by law: employers liability, comprehensive general liability and automobile liability insurance each with coverage of no less than \$1 million per occurrence and in aggregate; and upon request will furnish insurance certificates to Client. Consultant will maintain professional liability insurance with coverage of no less than \$1 million per claim and in aggregate, if reasonably available, and upon request will furnish insurance certificate to Client.
11. Any assessment, audit or other report issued by Consultant will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling and/or testing conducted under this Agreement. Consultant may include in its report a statement of limitations setting out the limitations on use provided for above, and describing any limitations and qualifications of its investigations and findings.
12. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this Agreement.
13. Client agrees not to use or permit any other person to use Consultant's work product and/or deliverables be liable and responsible for any such use of non-final work product and/or deliverables which are not signed and stamped or sealed by Consultant and waives liability against Consultant for such use.
14. In the event this Agreement is terminated before the completion of all services unless Consultant is responsible for such early termination, Client releases Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided to the date of notification of suspension, abandonment or termination for the project.
15. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

16. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right which Consultant may have for the performance of services pursuant to this Agreement Client agrees to provide to Consultant the present name and address of the record owner of the property on which the project or work is done. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

17. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, provided such invoice is undisputed, Client agrees Consultant shall have the right to consider such failure in payment a material breach of this entire Agreement, and, upon written notice, the duties, obligations and responsibilities of Consultant under this Agreement may be suspended or terminated upon written notice to Client, at Consultant's option. In such event, Client shall promptly pay Consultant for all fee, charges, and services provided by Consultant.

18. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless client, within fifteen (15) days from the date of receipt of such billing, notifies Consultant in writing of any inaccuracies, discrepancies, or errors in billing. Client shall in any event pay the portion of the invoice that is not in dispute.

19. Client agrees to pay a monthly late payment charge, which will be the lesser of, one percent (1%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date the original billing is delivered to Client.

20. If Consultant, pursuant to this Agreement, produces documents and/or performs field services, such documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services.

21. Should Consultant's work extend beyond one (1) year of the date this agreement, this Agreement may be subject to renegotiation to incorporate any changes to Consultant's fee schedule.

22. In the event that either party institutes a suit against the other party where this Agreement is at issue, either directly by complaint or by way of cross-complaint, including but not limited to a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, all costs, including reasonable attorney's fees, expert witness fees, court costs, and any and all other expenses shall be paid to the prevailing party by the losing party. Reasonable attorney's fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which may be entitled.

23. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the San Diego Superior Court, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

24. Consultant makes no representation concerning the estimated costs made in connection with plans, specifications, reports, studies, or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of Client to verify costs prior to construction.

25. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

26. Consultant makes no warranty, either expressed or implied, as to his findings,

recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.

27. Consultant shall not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event Consultant is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse Consultant for his costs and compensate Consultant at its then standard expert witness rates for the time he incurs in gathering information and documents and attending depositions, hearings, and the like.

28. Consultant agrees to indemnify, defend, and hold harmless Client, its officers, officials, employees and agents from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent act or omission of consultant, his agents, employees, and subconsultants pursuant to this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of Client, its officers, agents, and/or employees.

29. Client agrees to indemnify, defend, and hold harmless consultant, its officers, officials, employees, and agents from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent act or omission of Client, his agents, employees, and subconsultants pursuant to this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of consultant, its officers, agents, and/or employees.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Wendy Lyon
Fallbrook Regional Health District

By: Wendy Lyon
Printed Name: WENDY LYON
Title: INTERIM DIRECTOR
Date: 3/25/2019

J. Whalen Associates, Inc.
a California corporation

By: [Signature] for James E. Whalen
Printed Name: James E. Whalen
Title: President
Date: 3/25/19

REGULAR 2019 SCHEDULE OF CHARGES

Principal	\$350.00 / hour
Senior Project Manager	\$225.00 / hour
Project Manager	\$125.00 / hour
Project Associate	\$65.00 / hour

Emergency and Holidays — Minimum charge of two hours will be billed at 1.5 times the normal rate.

Material and Outside Services — Subcontractors, rental or special equipment, special reproductions and blueprinting, telecommunications, meals, outside data processing and computer services. etc., are charged at 1.15 times the direct cost.

Travel Expenses — Mileage at current Federal Rate, which is 58 cents per mile for 2019. Per Diem where overnight stay is involved is charged at 1.15 times the direct cost.

Effective January 1, 2019

ACTION ITEMS

H4. Approval of Facility Repair Parameters



FACILITY REPAIR PARAMETERS

COST	AUTHORIZED
UP TO \$500.00	Property Manager
\$501.00 - \$5,000.00	Interim Director
\$5,001.00 - \$25,000.00	Interim Director Contacts Committee Board Member for Written Approval
OVER \$25,000.00	Requires Bidding Process and Board Approval

ACTION ITEMS

H5. Approval of Landscaping for 1636 E. Mission Rd. Property:
Phase One – Dewhirst+ Designs

Fallbrook Wellness Center - Landscape Beautification Project - April 2019
 1636 E. Mission Rd. Fallbrook, CA 92028

<u>Item:</u>	<u>Description of Items/Services:</u>	<u>Cost/Fees:</u>
1. Landscape Materials	All Plant and Tree Materials listed in 'Concept Plan'. Delivery Fees.	\$4,600.00
2. Hardscape Materials	All Rock, Mulch, Decomposed Granite, and Soil Materials listed in 'Concept Plan'. Delivery Fees.	\$2,200.00
3. Ramirez Tree and Landscape Services	Installation of all Landscape and Hardscape Materials, including Irrigation and Benderboard for pathways and planting beds as outlined in 'Concept Plan'. Acting Landscape Contractor on-site.	\$13,000.00
4. Dewhirst + Designs Services	Sourcing, Selection, and Scheduling of Project Material Deliveries to site. Layout of all Project Materials on- site for installation crew according to 'Concept Plan'. Acting Landscape Designer on-site. Fee does not include creation of Final 'Concept Plan'.	\$4,500.00
Total:		\$24,300.00

Note: * Cost and Fees are based off of 'Rough Concept Plan' submitted for review on 4/4/19.

ACTION ITEMS

H6. Consideration of Resolution 425 Authorization of Investment
Deposit and Withdrawal of LAIF Funds

RESOLUTION NO. 425

**RESOLUTION OF THE BOARD OF DIRECTORS OF FALLBROOK REGIONAL
HEALTH DISTRICT AUTHORIZING THE INVESTMENT, DEPOSIT AND
WITHDRAWAL OF DISTRICT FUNDS IN THE
LOCAL AGENCY INVESTMENT FUND**

WHEREAS, FALLBROOK REGIONAL HEALTH DISTRICT ("FRHD") is a California health care district duly organized and existing under the laws of the State of California, particularly the Local Health Care District Law, constituting Division 23 of the Health and Safety Code of the State of California, and more particularly, Health and Safety Code §§ 32000 et seq. (the "Law"); and,

WHEREAS, the FRHD governing board ("Board") must take formal action to authorize individuals to initiate changes to the investment of its additional funds in accordance with FRHD's investment policy; and,

WHEREAS, the Local Agency Investment Fund ("LAIF") is established in the State Treasury under Government Code §§ 16429.1 et seq., for the deposit of money of a local agency for purposes of investment by the State Treasurer; and,

WHEREAS, The FRHD Board hereby finds that the deposit and withdrawal of FRHD funds in LAIF in accordance with Government Code §§ 16429.1 et. seq., for the purpose of investment as provided therein is in the best interests of FRHD;

NOW, THEREFORE, this Board of Directors of Fallbrook Regional Health District does hereby resolve:

Section 1. The foregoing recitals are true and correct.

Section 2. The Board hereby designates the following District officers holding the titles specified below, or their successors in office, are each hereby authorized to order the deposit or withdrawal of monies in LAIF, and may execute and deliver any and all documents necessary or advisable, in order to effectuate the purposes of this Resolution and all transactions contemplated thereby:

Board President/Chairman:	Howard Salmon
Board Vice President/Vice-Chair:	Barbara Mroz
Board Treasurer:	Jennifer Jeffries
District Administrator:	Wendy Lyon

(this space intentionally left blank)

PASSED, APPROVED, AND ADOPTED by the Board of Directors of Fallbrook Regional Health District at a Regular meeting held this 10th day of April 2019, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Howard Salmon, President
Board of Directors

ATTEST:

Board Secretary/Clerk

DRAFT