

Fallbrook Regional HEALTH DISTRICT

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

BOARD OF DIRECTORS REGULAR BOARD MEETING

WEDNESDAY
JUNE 12, 2019

6:00 PM

AT

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

Fallbrook Regional HEALTH DISTRICT

AGENDA REGULAR BOARD MEETING Wednesday, June 12, 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

B. ADDITIONS TO AGENDA

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

C. BOARD MEMBER AND PUBLIC COMMENTS

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

D. CONSENT ITEMS

D1.	Approval of April 2019 Financial Statements.....	2
D2.	Minutes of May 1, 2019 Finance Committee Meeting.....	22
D3.	Minutes of May 1, 2019 Strategic Planning Committee	25
D4.	Minutes of May 8, 2019 Special Board Meeting	28
D5.	Minutes of May 8, 2019 Regular Board Meeting	30
D6.	Minutes of May 15, 2019 Strategic Planning Committee	37
D7.	Minutes of May 24, 2019 Facilities Committee Meeting	40
D8.	Minutes of May 29, 2019 Special Board Meeting/Public Forum	44

E. REPORTS

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

F. DISCUSSION ITEMS

F1.	Review of Draft Budget Fiscal Year 2019-2020 – First Reading.....	52
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G. ACTION ITEMS

G1.	Consideration and Adoption of Resolution No. 427 – Annual Statement of Investment Policy for FY 2019-2020 – Second Reading	57
G2.	Approval of Short-Term Lease (six months) for Non-Profit School, Rock Rose School for Creative Learning – 1636 E. Mission Rd.	63

G3.	Approval of Amendment to Lease with MedPlus Urgent Care Up to One Year	72
G4.	Approval of Amendment to MOU with MedPlus Urgent Care	87
G5.	Approval of July 5 th – Float Holiday	94
G6.	Consideration of Consulting Agreement with Rob Holmes for construction oversight services	96
G7.	Consideration and Approval of Roofing Specifications – 1636 E. Mission Rd., 617 E. Alvarado St., 138 S. Brandon Rd.	100

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, **June 19, 10:30am-noon**, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - **Special Meeting/Public Forum #7:** Public Discussion Regarding Draft Maps for a Transition from At-Large to Zone-Based Elections – **June 19, 6:00pm**, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - **Facilities Committee** meeting – **June 21, 11:00am**, FRHD Administrative Office, Board Conference Room, 138 S. Brandon Rd., Fallbrook
 - **Special Meeting:** Community Health Contract (CHC) Applications Fiscal Year 2019-2020 – **June 28, 10:00am**, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - **Gov’t and Public Engagement Committee** meeting – **June 28, 11:30am**, FRHD Administrative Office, Board Conference Room, 138 S. Brandon Rd., Fallbrook
 - **Finance Committee** meeting – 1st Wednesday, **July 3, 5:30pm**, FRHD Administrative Office, Board Conference Room, 138 S. Brandon Rd., Fallbrook
 - **Independence Day**, District Holiday – **July 4**
 - **Woman of Wellness meeting** – **July 11, 6:00 – 7:30pm**, FRHD Wellness Center, 1636 E. Mission Rd., Fallbrook
 - **Strategic Planning Committee** meeting – **August 7**, Time TBD, FRHD Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
- H2. Next Regular Board meeting – 2nd Wednesday, July 10, 6:00pm, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook

I. ADJOURNMENT

NOTE: I certify that on Friday, June 7, 2019 I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Fallbrook Regional Health District, said time being at least 72 hours in advance of the meeting. The American with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of District business. If you need assistance to participate in this meeting, please contact the District office 24 hours prior to the meeting at 760-731-9187.



 Board Secretary/Clerk

CONSENT ITEMS

**FALLBROOK REGIONAL HEALTH DISTRICT
BALANCE SHEET COMPARISON**

Comparison of April 2019 to March 2019

	Apr 30, 19	Mar 31, 19	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
102.3 · Cash in Bank-P.W. Oper. Acct.	1,324,617.08	1,081,882.23	242,734.85
102.6 · Cash in Bank -LAIF	1,407,850.41	1,489,507.00	(81,656.59)
102.9 · CalTRUST Investment Account	6,915,229.17	6,900,906.71	14,322.46
102.91 · Petty Cash	146.99	33.47	113.52
Total Checking/Savings	9,647,843.65	9,472,329.41	175,514.24
Other Current Assets			
104 · Prepaid Insurance	4,242.49	6,265.84	(2,023.35)
110 · Reimbursmnt Rec'ble - Comm Inv	0.00	90,594.88	(90,594.88)
Total Other Current Assets	4,242.49	96,860.72	(92,618.23)
Total Current Assets	9,652,086.14	9,569,190.13	82,896.01
Fixed Assets			
121 · Equipment	59,622.88	59,622.88	0.00
121.2 · Equipment Depreciation	(35,101.14)	(34,355.68)	(745.46)
122.0 · ASSETS HELD FOR RESALE			
122.01 · ALVARADO STREET			
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	180,1418.86	180,1418.86	0.00
122.032 · E MISSION IMPROVEMENTS	21,140.00	21,140.00	0.00
122.039 · ACCUM DEPR - MISSION IMROVEMNTS	(678.00)	(508.50)	(169.50)
Total 122.0 · ASSETS HELD FOR RESALE	3,271,880.86	3,272,050.36	(169.50)
Total Fixed Assets	3,296,402.60	3,297,317.56	(914.96)
TOTAL ASSETS	12948488.74	12866507.69	81,981.05
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
140 · Accounts Payable	25,773.88	33,202.50	(7,428.62)
Total Accounts Payable	25,773.88	33,202.50	(7,428.62)
Credit Cards			
150 · American Express			
150.2 - American Express 42005	1.17	1.17	0.00
Total 150 · American Express	1.17	1.17	0.00
Total Credit Cards	1.17	1.17	0.00
Other Current Liabilities			
204 · Accrued Vacation & Sick Leave	14,329.21	14,329.21	0.00
215 · District Wellness Initiatives			
215.23 · Health Fair	1,500.00	1,500.00	0.00
215.39 · PSA Screening	1,920.00	2,000.00	(80.00)
215.42 · Chair Yoga	(280.00)	(100.00)	(180.00)
215.43 · Mahjong	1,747.40	1,947.40	(200.00)
215.46 · FHD Promotional Float	500.00	500.00	0.00
215.50 · Woman of Wellness (WOW)	421.18	627.75	(206.57)

**FALLBROOK REGIONAL HEALTH DISTRICT
BALANCE SHEET COMPARISON**

Comparison of April 2019 to March 2019

	Apr 30, 19	Mar 31, 19	\$ Change
Total 215 · District Wellness Initiatives	5,808.58	6,475.15	(666.57)
Total Other Current Liabilities	20,137.79	20,804.36	(666.57)
Total Current Liabilities	45,912.84	54,008.03	(8,095.19)
Total Liabilities	45,912.84	54,008.03	(8,095.19)
Equity			
300 · Unrestricted Operations Fund	1,702,889.14	1,702,889.14	0.00
301 · Adjustment for FMV Appraisals	867,520.00	867,520.00	0.00
302.2 · Community Investment Fund	9,642,578.12	9,733,578.12	(91,000.00)
Net Income	689,588.64	508,512.40	181,076.24
Total Equity	12902575.90	12812499.66	90,076.24
TOTAL LIABILITIES & EQUITY	12948488.74	12866507.69	81,981.05

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended April 30, 2019 & Fiscal Year to Date

	Apr 19	Jul '18 - A...
Ordinary Income/Expense		
Income		
400. · District		
402 · Property tax revenue	242,218	1,928,572
403 · Interest / Dividends	23,666	186,470
406 · Unearned Inc (Loss) - Cal Trust		34,554
Total 400. · District	265,884	2,149,596
450. · Properties		
450.02 · Cost of Elder Str Property Sale	(1,068)	(9,203)
Total 450. · Properties	(1,068)	(9,203)
460 · Lease Income		
460.01 · Med+ Urgent Care (formerly A+)	4,800	48,000
Total 460 · Lease Income	4,800	48,000
Total Income	269,617	2,188,393
Gross Profit	269,617	2,188,393
Expense		
500 · Admin. Expenses & Overhead		
500.10 · Salaries	10,858	271,929
500.12 · Payroll Taxes	1,022	19,887
500.14 · W/C Insurance	126	1,256
500.15 · Employee Health & Welfare	1,604	17,389
500.16 · Board Stipends	2,500	19,000
500.17 · Education & Conferences		11,394
500.18 · Dues & Subscriptions	100	14,061
500.19 · Insurance - General	1,898	17,856
500.20 · Independent Accounting Services	850	8,500
500.21 · Annual Independent Audit		8,995
500.23 · General Counsel	13,458	125,821
500.25 · Office Expense		
01 · Communications	542	5,832
02 · I.T. and Website services	317	4,357
03 · Refreshments		998
04 · Office Expenses	3,503	11,199
05 · LAFCO Admin fees		1,367
06 · Independent Contract Services	5,000	48,065
Total 500.25 · Office Expense	9,362	71,817
500.27 · Depreciation	915	7,934
500.29 · Dist Promotions & Publications	3,095	8,297
500.32 · Consultant Fees	2,370	36,022
500.33 · Copier Lease	778	7,780
500.36 · Accrued Vacation & Sick Leave		(6,143)
580.01 · General Election		17,205
Total 500 · Admin. Expenses & Overhead	48,934	658,998
530 · Blue Zone Designation		

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended April 30, 2019 & Fiscal Year to Date

	Apr 19	Jul '18 - A...
530.18 · Promotions & Publications		(98)
530.21 · Consultants		15,000
530.24 · Office Expense		
24.04 · Office Expenses		116
Total 530.24 · Office Expense		116
Total 530 · Blue Zone Designation		15,018
550 · Mgmt./Maint. - Alvarado Street		
550.07 · Custodial Services	125	1,250
550.10 · Maintenance Services & Repairs	412	1,260
550.13 · Renovations & Improvements		
13.01 · Architect Expense	6,467	6,467
Total 550.13 · Renovations & Improvemen...	6,467	6,467
550.22 · Property Manager	113	826
550.23 · General Counsel		438
550.32 · Consultant Fees		50
Total 550 · Mgmt./Maint. - Alvarado Street	7,116	10,290
570 · Mgmt./Maint. - E. Mission Road		
570.02 · Gas & Electric	254	5,408
570.03 · Water		6,080
570.04 · Waste Management	69	334
570.06 · Landscape - Grounds Environment		13,883
570.07 · Custodial Services	30	1,675
570.10 · Maintenance Services & Repairs	1,250	10,867
570.12 · Fire Alarm System		1,138
570.13 · Renovations & Improvements		
.13.01 · Architect Expense	6,467	6,467
Total 570.13 · Renovations & Improvemen...	6,467	6,467
570.22 · Property Manager	975	4,688
570.25 · Office Expense		
25.01 · Communications	95	733
25.02 · I.T. & Website Services		3,100
25.04 · Office Expenses	96	6,086
25.06 · Independent Contract Services		44,872
Total 570.25 · Office Expense	191	54,791
570.29 · Dist. Promotions & Publications		9,185
570.32 · Consultant Fees	3,820	47,120
Total 570 · Mgmt./Maint. - E. Mission Road	13,056	161,636
590 · Mgmt./Maint. - S. Brandon Road		
590.01 · Property Manager	563	2,862
590.02 · Gas & Electric	344	8,555
590.03 · Water	54	1,865
590.04 · Waste Management	76	376
590.06 · Landscape - Grounds Environment	400	4,000

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended April 30, 2019 & Fiscal Year to Date

	Apr 19	Jul '18 - A...
590.07 · Custodial Services	1,025	7,460
590.08 · Elevator	191	2,083
590.09 · Vehicle Expenses		61
590.10 · Maintenance Services & Repairs	720	1,337
590.11 · Medical Records Store & Service		18,821
590.12 · Fire Alarm System		781
590.13 · Renovations / Improvements		
.13.01. · Architect Expense	6,467	6,467
Total 590.13 · Renovations / Improvements	6,467	6,467
Total 590 · Mgmt./Maint. - S. Brandon Road	9,839	54,666
600 · Community Health Contracts		
600.02 · Fbk Citizens Crime Prevention		5,250
600.04 · Boys & Girls Club		36,803
600.05 · Community Health Systems, Inc.		78,750
600.06 · Fallbrook Land Conservancy		10,000
600.07 · Fbk Senior Citizens Srvc Club		59,063
600.08 · Fallbrook Smiles Project		56,306
600.09 · Fallbrook Union H. S. District		15,000
600.11 · Palomar Family Counseling Srvc		62,213
600.17 · Foundation for Senior Care		164,645
600.18 · Fallbrook Food Pantry		100,400
600.33 · REINS Therapeutic Prgm		51,188
600.46 · Mental Health Systems, Inc.		7,284
600.48 · UCSD Eye Mobile for Children		8,950
600.53 · Jeremiah's Ranch		7,744
600.54 · Healthy Adventures Foundation		7,088
600.57 · NC Fire Protection District		25,000
600.58 · Michelle's Place		18,900
600.999 · Foundant Technologies		(5,500)
Total 600 · Community Health Contracts		709,081
800 · District Direct Care Services		
800.02 · Med+ Urgent Care	10,000	90,000
Total 800 · District Direct Care Services	10,000	90,000
Total Expense	88,945	1,699,689
Net Ordinary Income	180,671	488,704
Other Income/Expense		
Other Expense		
900 · Community Invest Fd Reimbursmnt	(405)	(200,885)
Total Other Expense	(405)	(200,885)
Net Other Income	405	200,885
Net Income	181,076	689,589

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget

July 2018 through April 2019

	Jul '18 - A...	Budget	\$ Over Bu...
Ordinary Income/Expense			
Income			
400. · District			
402 · Property tax revenue	1,928,572	1,975,614	(47,042)
403 · Interest / Dividends	186,470	104,166	82,304
406 · Unearned Inc (Loss) - Cal Trust	34,554	0	34,554
Total 400. · District	2,149,596	2,079,780	69,816
450. · Properties			
450.02 · Cost of Elder Str Property Sale	(9,203)	0	(9,203)
Total 450. · Properties	(9,203)	0	(9,203)
460 · Lease Income			
460.01 · Med+ Urgent Care (formerly A+)	48,000	28,800	19,200
Total 460 · Lease Income	48,000	28,800	19,200
Total Income	2,188,393	2,108,580	79,813
Gross Profit	2,188,393	2,108,580	79,813
Expense			
500 · Admin. Expenses & Overhead			
500.10 · Salaries	271,929	229,167	42,762
500.12 · Payroll Taxes	19,887	19,167	720
500.14 · W/C Insurance	1,256	1,256	(0)
500.15 · Employee Health & Welfare	17,389	12,500	4,889
500.16 · Board Stipends	19,000	17,500	1,500
500.17 · Education & Conferences	11,394	15,417	(4,023)
500.18 · Dues & Subscriptions	14,061	11,667	2,394
500.19 · Insurance - General	17,856	15,813	2,043
500.20 · Independent Accounting Services	8,500	8,500	0
500.21 · Annual Independent Audit	8,995	8,850	145
500.23 · General Counsel	125,821	37,500	88,321
500.25 · Office Expense			
01 · Communications	5,832	3,042	2,790
02 · I.T. and Website services	4,357	9,167	(4,810)
03 · Refreshments	998	2,083	(1,085)
04 · Office Expenses	11,199	13,083	(1,885)
05 · LAFCO Admin fees	1,367	1,139	228
06 · Independent Contract Services	48,065	50,000	(1,935)
Total 500.25 · Office Expense	71,817	78,514	(6,697)
500.27 · Depreciation	7,934	4,293	3,641
500.29 · Dist Promotions & Publications	8,297	31,875	(23,578)
500.32 · Consultant Fees	36,022	85,625	(49,603)
500.33 · Copier Lease	7,780	8,332	(552)
500.36 · Accrued Vacation & Sick Leave	(6,143)	7,500	(13,643)
500.40 · Video/AV Equipment	0	4,167	(4,167)
580.01 · General Election	17,205	16,500	705
Total 500 · Admin. Expenses & Overhead	658,998	614,140	44,858
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 April 2019

	Jul '18 - A...	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	1,250		
550.10 · Maintenance Services & Repairs	1,260		
550.13 · Renovations & Improvements			
13.01 · Architect Expense	6,467		
Total 550.13 · Renovations & Improvements	6,467		
550.22 · Property Manager	826		
550.23 · General Counsel	438		
550.32 · Consultant Fees	50		
Total 550 · Mgmt./Maint. - Alvarado Street	10,290		
570 · Mgmt./Maint. - E. Mission Road			
570.02 · Gas & Electric	5,408	13,333	(7,925)
570.03 · Water	6,080	2,500	3,580
570.04 · Waste Management	334	833	(499)
570.06 · Landscape - Grounds Environment	13,883	10,000	3,883
570.07 · Custodial Services	1,675	5,000	(3,325)
570.10 · Maintenance Services & Repairs	10,867	4,167	6,700
570.12 · Fire Alarm System	1,138		
570.13 · Renovations & Improvements			
.13.01 · Architect Expense	6,467		
Total 570.13 · Renovations & Improvements	6,467		
570.22 · Property Manager	4,688		
570.25 · Office Expense			
25.01 · Communications	733		
25.02 · I.T. & Website Services	3,100	2,500	600
25.04 · Office Expenses	6,086	10,000	(3,914)
25.06 · Independent Contract Services	44,872	37,500	7,372
Total 570.25 · Office Expense	54,791	50,000	4,791
570.29 · Dist. Promotions & Publications	9,185	8,333	852
570.32 · Consultant Fees	47,120	12,500	34,620
Total 570 · Mgmt./Maint. - E. Mission Road	161,636	106,667	54,969
590 · Mgmt./Maint. - S. Brandon Road			
590.01 · Property Manager	2,862	20,833	(17,971)
590.02 · Gas & Electric	8,555	16,667	(8,112)
590.03 · Water	1,865	9,167	(7,301)
590.04 · Waste Management	376	1,417	(1,041)
590.06 · Landscape - Grounds Environment	4,000	8,375	(4,375)
590.07 · Custodial Services	7,460	7,800	(340)
590.08 · Elevator	2,083	2,500	(417)
590.09 · Vehicle Expenses	61	333	(272)
590.10 · Maintenance Services & Repairs	1,337	4,167	(2,830)
590.11 · Medical Records Store & Service	18,821	25,000	(6,179)
590.12 · Fire Alarm System	781	2,083	(1,303)
590.13 · Renovations / Improvements			

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget

July 2018 through April 2019

	Jul '18 - A...	Budget	\$ Over Bu...
.13.01 · Architect Expense	6,467		
Total 590.13 · Renovations / Improvements	6,467	0	6,467
Total 590 · Mgmt./Maint. - S. Brandon Road	54,666	98,342	(43,675)
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
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
600.999 · Foundant Technologies	(5,500)	0	(5,500)
Total 600 · Community Health Contracts	709,081	718,078	(8,997)
800 · District Direct Care Services			
800.02 · Med+ Urgent Care	90,000	60,000	30,000
Total 800 · District Direct Care Services	90,000	60,000	30,000
Total Expense	1,699,689	1,597,227	102,462
Net Ordinary Income	488,704	511,353	(22,649)
Other Income/Expense			
Other Expense			
900 · Community Invest Fd Reimbursmnt	(200,885)		
Total Other Expense	(200,885)		
Net Other Income	200,885		
Net Income	689,589	511,353	178,236

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

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

www.treasurer.ca.gov/pmia-laif/laif.asp
May 03, 2019

FALLBROOK REGIONAL HEALTH DISTRICT

ADMINISTRATOR
P.O. BOX 2587
FALLBROOK, CA 92088

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

April 2019 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
4/8/2019	4/5/2019	RW	1601541	JENNIFER JEFFRIES	-91,000.00
4/15/2019	4/12/2019	QRD	1604184	SYSTEM	9,343.41

Account Summary

Total Deposit:	9,343.41	Beginning Balance:	1,489,507.00
Total Withdrawal:	-91,000.00	Ending Balance:	1,407,850.41



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

04/01/2019 through 04/30/2019

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Apr 30 (\$)	Value on Apr 30 (\$)	Average Cost Amount (\$)	Cumulative Unrealized Gain/(Loss) (\$)
FALLBROOK REGIONAL HEALTH DISTRICT						
CalTRUST Medium Term Fund		691,522.917	10.00	6,915,229.17	6,934,489.17	(19,260.00)
Portfolios Total value as of 04/30/2019				6,915,229.17		

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				690,090.671	10.00	6,900,906.71		
Beginning Balance	04/01/2019			691,522.917	10.00	6,915,229.17	0.00	0.00
Accrual Income Div Reinvestment	04/30/2019	14,322.46	1,432.246			0.00		
Unrealized Gain/(Loss)								
Closing Balance as of	Apr 30			691,522.917	10.00	6,915,229.17		

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
Gener...	03/31/19		518,041.57	1,686,353.73
Gener...	04/30/19		242,218.14	1,928,571.87
Total 402 · Property tax revenue			1,928,571.87	1,928,571.87
Total 400. · District			1,928,571.87	1,928,571.87
TOTAL			1,928,571.87	1,928,571.87

FALLBROOK REGIONAL HEALTH DISTRICT
Check Detail Report - April 2019

Type	Date	Num	Name	Memo	Amount
102.3 - Cash in Bank-P.W. Oper. Acct.					
Che...	04/03/19	10471	Cash	Replenish Petty Cash	-250.00
Che...	04/03/19	10472	A+ Urgent Care, Inc.	March 2019 subsidy per ...	-10,000.00
Che...	04/03/19	10473	L & M Enterprises, Inc.	Reimbursement: UPS Ne...	-66.24
Che...	04/03/19	10474	Mireya Banuelos	Reimbursement-lunch for ...	-62.11
Che...	04/03/19	10475	Mireya Banuelos	Reimbursement-CHC app...	-57.04
Bill ...	04/03/19	10476	Aztec Cleaning & Mai...		-360.00
Bill ...	04/03/19	10477	Fallbrook Chamber o...	Annual Membership Rene...	-100.00
Bill ...	04/03/19	10478	Fitness Moves	4 Chair Yoga classes @ \$...	-240.00
Bill ...	04/03/19	10479	L & M Enterprises, Inc.	March bookkeeping and i...	-6,707.50
Bill ...	04/03/19	10480	Landscape One Incor...	Inv. 0004974-IN; 1636 E. ...	-350.00
Bill ...	04/03/19	10481	Pitney Bowes - Lease	0018137865	-77.32
Bill ...	04/03/19	10482	SDG&E - East Missio...	5182 613 597 1	-278.08
Bill ...	04/03/19	10483	SDG&E FHD - 6994	40605976994	-470.73
Bill ...	04/03/19	10484	Sun Realty		-1,459.31
Che...	04/08/19		Microsoft Office	Microsoft Office monthly s...	-49.50
Che...	04/10/19	10486	Mireya Banuelos	Reimbursement-mileage	-13.97
Che...	04/10/19	10487	Linda Bannerman	Reimbursement-dental in...	-215.22
Che...	04/10/19	10488	Pamela Knox	Reimburse - WOW event ...	-206.57
Che...	04/10/19	10489	Howard Salmon	Reimbursement: meal an...	-95.95
Che...	04/10/19	10490	Moosa, Araxy	Mahjong 2/21 - 3/28/19	-200.00
Bill ...	04/10/19	10491	Ascent Elevator Servi...	Inv. 32771; regular service	-191.00
Bill ...	04/10/19	10492	AT&T U-Verse - com...	146524365	-64.70
Bill ...	04/10/19	10493	Aztec Cleaning & Mai...	Office cleaning - Inv. 055...	-180.00
Bill ...	04/10/19	10494	Dewhirst+Designs	Mission Road Property La...	-500.00
Bill ...	04/10/19	10495	Fallbrook Waste - 44...	Account 20-T1 446183; ...	-69.00
Bill ...	04/10/19	10496	Fallbrook Waste - FH...	20-T1 441078	-75.50
Bill ...	04/10/19	10497	First Impulse	Inv. 7920; troubleshooting...	-180.00
Bill ...	04/10/19	10498	Hester, Cory		-2,070.00
Bill ...	04/10/19	10499	Iron Mountain SX-302	SX302/Fallbrook Hosp.	-2,336.64
Bill ...	04/10/19	10500	L & M Enterprises, Inc.	Reimbursement: office s...	-682.67
Bill ...	04/10/19	10501	PrecisionPro Painters	Admin meeting room pain...	-650.00
Bill ...	04/10/19	10502	Ramirez Landscapin...	March landscaping - 138 ...	-400.00
Bill ...	04/10/19	10503	Scott & Jackson Esq.	Professional services Mar...	-18,110.00
Bill ...	04/10/19	10504	Termin-8 Pest Control		-250.00
Bill ...	04/10/19	10506	Village News	1641	-2,521.00
Che...	04/10/19	10485		VOID: printer issue	0.00
Che...	04/10/19	10505		VOID: printer issue	0.00
Bill ...	04/15/19	10512	Kathleen Bogle		-1,000.00
Bill ...	04/19/19	10513	AT&T 1636 E. Missio...	289713009	-94.72
Bill ...	04/19/19	10514	Aztec Cleaning & Mai...		-210.00
Bill ...	04/19/19	10515	Chisholm, John	Alvarado Street: pothole r...	-411.65
Bill ...	04/19/19	10516	Employment Screeni...	Inv. 41697840925; Execut...	-10.00
Bill ...	04/19/19	10517	L & M Enterprises, Inc.	Reimbursement: 5 laptop...	-1,885.61
Bill ...	04/19/19	10518	Magellan, A.D.	Inv. 1471; 50% of roof sp...	-19,400.00
Bill ...	04/19/19	10519	Sun Realty		-2,767.66
Bill ...	04/19/19	10520	That's Great News	Inv. 371667; Plaque re: H...	-196.90
Bill ...	04/22/19	10507	Employment Screeni...	Inv. 41654540925; Execut...	-92.00
Bill ...	04/22/19	10508	Glennie's Office Prod...	6493	-249.21
Bill ...	04/22/19	10509	L & M Enterprises, Inc.	Reimbursement: Fiverr-lo...	-78.75
Bill ...	04/22/19	10510	Palomar Mountain Pr...	45919	-38.76
Bill ...	04/22/19	10511	Streamline	Website monthly fee - Apr...	-200.00
Bill ...	04/29/19	10521	AT&T - phone lines	7607318344-481 5	-232.30
Bill ...	04/29/19	10522	Aztec Cleaning & Mai...	Office cleaning - Inv. 055...	-180.00
Bill ...	04/29/19	10523	Aztec Fire & Safety, L...	Annual fire sprinkler inspe...	-685.00
Bill ...	04/29/19	10524	Dodge Data & Analyti...	GreenSheet ad in print an...	-1,067.50

Type	Date	Num	Name	Memo	Amount
Bill ...	04/29/19	10525	FPUD - 7721-000	7721-000	-54.10
Bill ...	04/29/19	10526	Konica Minolta Leasi...	061-0116888-000	-785.96
Bill ...	04/29/19	10527	L & M Enterprises, Inc.	Reimbursement: 4/23/19 ...	-169.06
Bill ...	04/29/19	10528	Pitney Bowes - Lease	0018137865	-51.35
Bill ...	04/29/19	10529	SDG&E - East Missio...	5182 613 597 1	-254.22
Bill ...	04/29/19	10530	SDG&E FHD - 6994	40605976994	-344.43
Bill ...	04/29/19	10531	Touchbase	344664	-59.96
Bill ...	04/30/19	10532	Village News	Inv. 34469	-336.70
Bill ...	04/30/19	10533	Whalen, J. & Associa...	Inv. 19-300-01; E. Mission...	-257.25
Total 102.3 · Cash in Bank-P.W. Oper. Acct.					-80,653.14
TOTAL					<u>-80,653.14</u>

CHECKBOOK REPORT APRIL 2019

COMMUNITY INVESTMENT FUND APRIL 2019:

BEGINNING BALANCE:	\$ 9,601,082.65
FUNDS SPENT:	\$ 15,830.41
ENDING BALANCE:	\$ 9,585,252.24

(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)
QUARTERLY TOTAL DUE FOR REIMBURSEMENT: <u>\$41,900.59</u>		Mar-19 \$ (15,830.41)

		Apr-19 \$ (15,166.97)
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TOTAL COMMUNITY INVESTMENT FUNDS SPENT SINCE FISCAL YEAR BEGAN 7/1/18:	\$ (257,547.14)
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OPERATIONS FUND APRIL 2019:

BEGINNING BALANCE:	\$ 1,081,882.23
DEPOSITS:	\$ 338,018.14
BILL PMTS./PAYROLL EXPENSES/COMM. HEALTH CONTRACTS:	\$ 95,283.29
ENDING BALANCE:	\$ 1,324,617.08

(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)
		Mar-19 \$ (106,461.87)
		Apr-19 \$ (95,283.29)

TOTAL OPERATIONS FUNDS SPENT SINCE FISCAL YEAR BEGAN 7/1/18:	\$ (1,887,166.27)
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**FALLBROOK REGIONAL HEALTH DISTRICT
USES OF COMMUNITY INVESTMENT FUNDS
4/1/19 - 4/30/19**

Date	Name	Memo	Amount
COMMUNITY INVESTMENT FUND BEGINNING BALANCE 4/1/19:			\$ 9,601,082.65
140 · Accounts Payable			
04/03/2019	Aztec Fire & Safety, Inc.	Annual fire sprinkler inspection; Inv. 4701446	685.00
04/04/2019	Aztec Cleaning & Maintenance	E. Mission Road WOW event cleaning - Inv. 055797	30.00
04/08/2019	Dewhirst+Designs	Mission Road Property Landscape Design	500.00
04/08/2019	AT&T 1636 E. Mission Rd.	Account 289713009	94.72
04/17/2019	FPUD - 7721-000	Meter Serial No. 8417300; 3/21-4/17/19; Acct. No. 007721-000	54.10
04/18/2019	Aztec Fire & Safety, Inc.	Annual fire sprinkler inspection - Mission Road; Inv. 4818489	310.00
04/25/2019	Whalen, J. & Associates	Inv. 19-300-01; E. Mission Road zoning/permit	257.25
04/29/2019	Fitness Moves	3 Chair Yoga classes @ \$60/class	180.00
04/25/2019	SDG&E - East Mission Road	Account No. 5182 613 597 1; 4/25/19 invoice	254.22
570 Mgmt./Maintenance			
04/01/2019	Fallbrook Waste - 446183 Wellness Ctr	Account 20-T1 446183; Waste Service Apr-May	69.00
04/04/2019	Aztec Cleaning & Maintenance	E. Mission Road WOW event cleaning - Inv. 055797	30.00
04/03/2019	Aztec Fire & Safety, Inc.	Annual fire sprinkler inspection; Inv. 4701446	685.00
04/16/2019	Sun Realty	Property repair - labor cost - E. Mission Road	253.74
04/16/2019	Sun Realty	Property repair - parts cost - E. Mission Road	1.42
04/18/2019	Aztec Fire & Safety, Inc.	Annual fire sprinkler inspection - Mission Road; Inv. 4818489	310.00
04/16/2019	Sun Realty	Property management cost - E. Mission Road	975.00
04/08/2019	AT&T 1636 E. Mission Rd.	Account 289713009	94.72
04/30/2019	Petty cash	Record petty cash through 4/30/19	96.38
570.13 Renovations & Improvements			
04/16/2019	Magellan, A.D.	Roof specs - Mission Road	6,466.67
570.32 Consultant Fees			
04/08/2019	Dewhirst+Designs	Mission Road Property Landscape Design	500.00
04/25/2019	Whalen, J. & Associates	Inv. 19-300-01; E. Mission Road zoning/permit	257.25
04/30/2019	L & M Enterprises, Inc.	Interim director hours	3,062.50
APRIL 2019 TOTAL:			\$ 15,830.41
COMMUNITY INVESTMENT FUND ENDING BALANCE 4/30/19:			\$ 9,585,252.24

**FALLBROOK REGIONAL HEALTH DISTRICT
OPERATIONS ACCOUNT
As of April 30, 2019**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
102.3 - Cash in Bank-P.W. Oper. Acct.							1,081,882.23
Check	04/03/19	10471	Cash	Replenish Pet...		250.00	1,081,632.23
Check	04/03/19	10472	A+ Urgent Care, Inc.	March 2019 s...		10,000.00	1,071,632.23
Check	04/03/19	10473	L & M Enterprises, I...	Reimburseme...		66.24	1,071,565.99
Check	04/03/19	10474	Mireya Banuelos	Reimburseme...		62.11	1,071,503.88
Check	04/03/19	10475	Mireya Banuelos	Reimburseme...		57.04	1,071,446.84
Bill Pmt -C...	04/03/19	10476	Aztec Cleaning & M...			360.00	1,071,086.84
Bill Pmt -C...	04/03/19	10477	Fallbrook Chamber ...	Annual Memb...		100.00	1,070,986.84
Bill Pmt -C...	04/03/19	10478	Fitness Moves	4 Chair Yoga ...		240.00	1,070,746.84
Bill Pmt -C...	04/03/19	10479	L & M Enterprises, I...	March bookke...		6,707.50	1,064,039.34
Bill Pmt -C...	04/03/19	10480	Landscape One Inc...	Inv. 0004974-...		350.00	1,063,689.34
Bill Pmt -C...	04/03/19	10481	Pitney Bowes - Lease	0018137865		77.32	1,063,612.02
Bill Pmt -C...	04/03/19	10482	SDG&E - East Missi...	5182 613 597 1		278.08	1,063,333.94
Bill Pmt -C...	04/03/19	10483	SDG&E FHD - 6994	40605976994		470.73	1,062,863.21
Bill Pmt -C...	04/03/19	10484	Sun Realty			1,459.31	1,061,403.90
Deposit	04/04/19		A+ Urgent Care, Inc.	April Lease p...	4,800.00		1,066,203.90
Deposit	04/05/19	10471	Cash	Petty cash re...		250.00	1,065,953.90
Check	04/08/19		Microsoft Office	Microsoft Offi...		49.50	1,065,904.40
Check	04/10/19	10486	Mireya Banuelos	Reimburseme...		13.97	1,065,890.43
Check	04/10/19	10487	Linda Bannerman	Reimburseme...		215.22	1,065,675.21
Check	04/10/19	10488	Pamela Knox	Reimburse - ...		206.57	1,065,468.64
Check	04/10/19	10489	Howard Salmon	Reimburseme...		95.95	1,065,372.69
Check	04/10/19	10490	Moosa, Araxy	Mahjong 2/21 ...		200.00	1,065,172.69
Bill Pmt -C...	04/10/19	10491	Ascent Elevator Ser...	Inv. 32771; re...		191.00	1,064,981.69
Bill Pmt -C...	04/10/19	10492	AT&T U-Verse - co...	146524365		64.70	1,064,916.99
Bill Pmt -C...	04/10/19	10493	Aztec Cleaning & M...	Office cleanin...		180.00	1,064,736.99
Bill Pmt -C...	04/10/19	10494	Dewhirst+Designs	Mission Road...		500.00	1,064,236.99
Bill Pmt -C...	04/10/19	10495	Fallbrook Waste - 4...	Account 20-T...		69.00	1,064,167.99
Bill Pmt -C...	04/10/19	10496	Fallbrook Waste - F...	20-T1 441078		75.50	1,064,092.49
Bill Pmt -C...	04/10/19	10497	First Impulse	Inv. 7920; tro...		180.00	1,063,912.49
Bill Pmt -C...	04/10/19	10498	Hester, Cory			2,070.00	1,061,842.49
Bill Pmt -C...	04/10/19	10499	Iron Mountain SX-302	SX302/Fallbro...		2,336.64	1,059,505.85
Bill Pmt -C...	04/10/19	10500	L & M Enterprises, I...	Reimburseme...		682.67	1,058,823.18
Bill Pmt -C...	04/10/19	10501	PrecisionPro Painters	Admin meetin...		650.00	1,058,173.18
Bill Pmt -C...	04/10/19	10502	Ramirez Landscapin...	March landsc...		400.00	1,057,773.18
Bill Pmt -C...	04/10/19	10503	Scott & Jackson Esq.	Professional s...		18,110.00	1,039,663.18
Bill Pmt -C...	04/10/19	10504	Termin-8 Pest Control			250.00	1,039,413.18
Bill Pmt -C...	04/10/19	10506	Village News	1641		2,521.00	1,036,892.18
Check	04/10/19	10485		VOID: printer...	0.00		1,036,892.18
Check	04/10/19	10505		VOID: printer...	0.00		1,036,892.18
General Jo...	04/10/19	4-15		Payroll Tax C...		248.27	1,036,643.91
General Jo...	04/10/19	4-16		IRS Tax Pay...		1,315.50	1,035,328.41
Bill Pmt -C...	04/15/19	10512	Kathleen Bogle			1,000.00	1,034,328.41
Bill Pmt -C...	04/19/19	10513	AT&T 1636 E. Missi...	289713009		94.72	1,034,233.69
Bill Pmt -C...	04/19/19	10514	Aztec Cleaning & M...			210.00	1,034,023.69
Bill Pmt -C...	04/19/19	10515	Chisholm, John	Alvarado Stre...		411.65	1,033,612.04
Bill Pmt -C...	04/19/19	10516	Employment Screen...	Inv. 41697840...		10.00	1,033,602.04
Bill Pmt -C...	04/19/19	10517	L & M Enterprises, I...	Reimburseme...		1,885.61	1,031,716.43
Bill Pmt -C...	04/19/19	10518	Magellan, A.D.	Inv. 1471; 50...		19,400.00	1,012,316.43
Bill Pmt -C...	04/19/19	10519	Sun Realty			2,767.66	1,009,548.77
Bill Pmt -C...	04/19/19	10520	That's Great News	Inv. 371667; ...		196.90	1,009,351.87
Bill Pmt -C...	04/22/19	10507	Employment Screen...	Inv. 41654540...		92.00	1,009,259.87
Bill Pmt -C...	04/22/19	10508	Glennie's Office Pro...	6493		249.21	1,009,010.66
Bill Pmt -C...	04/22/19	10509	L & M Enterprises, I...	Reimburseme...		78.75	1,008,931.91
Bill Pmt -C...	04/22/19	10510	Palomar Mountain P...	45919		38.76	1,008,893.15
Bill Pmt -C...	04/22/19	10511	Streamline	Website mont...		200.00	1,008,693.15
General Jo...	04/24/19	4-17		Payroll tax CA...		217.24	1,008,475.91
General Jo...	04/24/19	4-18		IRS Tax Pay...		1,243.73	1,007,232.18
General Jo...	04/24/19	4-5	Linda Bannerman	SALARY: Ban...		1,542.39	1,005,689.79
General Jo...	04/24/19	4-9	Mireya Banuelos	SALARY: Ban...		1,384.79	1,004,305.00
General Jo...	04/24/19	4-7	Pamela Knox	SALARY: Knox		1,314.73	1,002,990.27
General Jo...	04/24/19	4-4	Linda Bannerman	SALARY: Ban...		1,861.79	1,001,128.48
General Jo...	04/24/19	4-8	Mireya Banuelos	SALARY: Ban...		1,245.73	999,882.75
General Jo...	04/24/19	4-6	Pamela Knox	SALARY: Knox		1,314.73	998,568.02
Bill Pmt -C...	04/29/19	10521	AT&T - phone lines	7607318344-...		232.30	998,335.72
Bill Pmt -C...	04/29/19	10522	Aztec Cleaning & M...	Office cleanin...		180.00	998,155.72
Bill Pmt -C...	04/29/19	10523	Aztec Fire & Safety, ...	Annual fire sp...		685.00	997,470.72
Bill Pmt -C...	04/29/19	10524	Dodge Data & Analy...	GreenSheet a...		1,067.50	996,403.22

**FALLBROOK REGIONAL HEALTH DISTRICT
OPERATIONS ACCOUNT**

As of April 30, 2019

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill Pmt -C...	04/29/19	10525	FPUD - 7721-000	7721-000		54.10	996,349.12
Bill Pmt -C...	04/29/19	10526	Konica Minolta Leas...	061-0116888-...		785.96	995,563.16
Bill Pmt -C...	04/29/19	10527	L & M Enterprises, L...	Reimburseme...		169.06	995,394.10
Bill Pmt -C...	04/29/19	10528	Pitney Bowes - Lease	0018137865		51.35	995,342.75
Bill Pmt -C...	04/29/19	10529	SDG&E - East Missi...	5182 613 597 1		254.22	995,088.53
Bill Pmt -C...	04/29/19	10530	SDG&E FHD - 6994	40605976994		344.43	994,744.10
Bill Pmt -C...	04/29/19	10531	Touchbase	344664		59.96	994,684.14
General Jo...	04/30/19	4-31		2nd Qtr Invest...	91,000.00		1,085,684.14
General Jo...	04/30/19	4-12	Jennifer Jeffries	STIPEND: Jef...		461.75	1,085,222.39
General Jo...	04/30/19	4-13	William Leach	STIPEND: Le...		461.75	1,084,760.64
General Jo...	04/30/19	4-11	Barbara Mroz	STIPEND-Mroz		461.75	1,084,298.89
General Jo...	04/30/19	4-10	Howard Salmon	STIPEND: Sa...		461.75	1,083,837.14
General Jo...	04/30/19	4-14	Kate Schwartz-Frates	STIPEND: Sc...		461.75	1,083,375.39
General Jo...	04/30/19	4-18		IRS Tax Pay...		382.50	1,082,992.89
General Jo...	04/30/19	4-30		April property ...	242,218.14		1,325,211.03
Bill Pmt -C...	04/30/19	10532	Village News	Inv. 34469		336.70	1,324,874.33
Bill Pmt -C...	04/30/19	10533	Whalen, J. & Associ...	Inv. 19-300-0...		257.25	1,324,617.08
Total 102.3 - Cash in Bank-P.W. Oper. Acct.					338,018.14	95,283.29	1,324,617.08
TOTAL					338,018.14	95,283.29	1,324,617.08



**MINUTES
FINANCE COMMITTEE**

**Wednesday, May 1, 2019 at 5:30 P.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028**

1. Call to Order/Roll Call

Committee Chair Jennifer Jeffries called the meeting to order at 5:33 p.m.

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

Staff Members Present: Administrative Assistant Linda Bannerman and Interim Director/Bookkeeper: Wendy Lyon

2. Public Comments

Public Comment was provided by Barry Meadow and Nancy Heins-Glaser.

3. Review of Financial Statements for March 2019

1) Balance Sheet Comparison of March 2019 to February 2019

Total Liabilities and Equity February \$12,288,973.

Total Liabilities and Equity March \$ 12,860,914,

An increase month to month of \$471,940.

This difference is due largely to a healthy tax apportionment in March and growth in our investment accounts.

2) Income Statement for the Month Ended March 31, 2019 & Fiscal Year to Date

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

Total Income through March is \$1,918,776.

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

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

- Over budget by \$61,344 in the area of administrative expenses and overhead due to unexpected personnel costs and necessary legal and demographic assistance with the formation of the District zoned voting map.
- Over budget by \$52,580 in the area of the East Mission road property due to maintenance and repair issues.
- Under budget by \$43,680 for the South Brandon Road property due to less than expected use of property management services and pending the payment for gas, electric, water bills for that property.

The Year-To-Date approved budget projection is \$1,518,597. The Year-To-Date Actual Expenditures are \$1,618,036 resulting in being overbudget by \$99,439.

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

Report 4 Available on the District website.

- 5) Local Agency Investment Fund (LAIF) Statement – March 2019
- 6) CalTRUST Statement – March 2019
Report 5: CalTRUST \$6,900,906, reflecting a one month increase of \$34,440.
Report 6: LAIF Balance of 1,489,507.00, holding steady from the March balance.
Of note: The District pays less than .25% for the management of these accounts. It is paid quarterly
- 7) Property Tax Revenue – Fiscal Year to Date
Report 7 YTD \$1,686,353. This reflects a March apportionment of \$518,041.
The District is well within the projected income with three more tax apportionments to go.
- 8) Check Detail Report – March 2019
Report 8 Available on District website.
- 9) Checkbook Report – March 2019
Beginning Balance of \$9,616,913
Funds spent on Community Partner Grants and Wellness Initiatives \$15,830
Ending Balance \$9,601,082.

Committee recommends that motion be made at the next regular meeting of the Board of Directors to transfer \$42,000 from the Community Investment Fund to the Operational Account.

4. Discussion Items

- 1) Med+ M.O.U.
Discussion ensued regarding Med-Plus Urgent Care. Proprietary information was received from them and is to be discussed in Closed Session by the Board.
- 2) Shared Position with NCFPD Public Communication and Social Media Administrative Asst.
It was noted that this item will be further discussed at the Strategic Planning Committee scheduled to follow this meeting. It is being considered as part of the shared services with North County Fire Protection District

5. Adjournment

There being no further business, the meeting was adjourned at 5:57 p.m.

Jennifer Jeffries, Chair

Board Secretary/Clerk



**MINUTES
STRATEGIC PLANNING COMMITTEE**

**Wednesday, May 1, 2019 at 6:00 P.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028**

1. Call to Order/Roll Call

Committee Chair Howard Salmon called the meeting to order at 6:23 p.m.

Committee Members Present: Howard Salmon, Chair and Jennifer Jeffries, Co-chair

Board Members Present as Observers: Barbara Mroz and Kate Schwartz-Frates.

Also in attendance was Steven Marovich, Deputy Fire Chief with North County Fire Protection District (NCFPD).

Staff Present: Wendy Lyon and Linda Bannerman

2. Public Comments

Public comment was provided by Mr. Barry Meadow regarding Blue Zones, social media and cost containment. Ms. Nancy Heins-Glaser expressed her concerns regarding legal fees. Blue Zones and if the health district has a role in the homeless situation in Fallbrook.

3. Discussion Items

a. NCFPD Cost Share and Shared Positions Proposals

Discussion ensued regarding a cost share proposal having to do with ambulance services, a medical services officer and fire fighting personnel. Steve Marovich, Deputy Fire Chief of NCFPD, provided a brief history of the fire district, the impact of the closure of the Fallbrook Hospital and possible shared services with FRHD.

Action: On motion duly made, seconded and carried, the Committee recommended to the Board of Directors approval of the cost share proposal with NCFPD for ambulance services and a full-time medical services officer.

Other shared position services that have been discussed include a full-time maintenance position shared 50/50 and a secretary/social media position also shared 50/50.

Action: On motion duly made, seconded and carried, the Committee recommended to the Board of Directors approval of these two positions in order that they be fully-explored and time-line developed.

b. Wellness Center Site Features

Discussion ensued regarding architectural drawings having been received some months ago.

Action; None

- c. Wellness Center Programs and Services
Discussion ensued regarding this topic which segued into the next agenda item.
- d. Kid Fit Program (presented to Board in April)
Discussion ensued regarding whether a District can receive a 501 C (3). Legal counsel will be consulted.
- e. Wellness Center Use Criteria
Discussion ensued.
Action: It was moved, seconded and carried that the Wellness Center Use Criteria as modified be forwarded to the Board of Directors for approval at the next meeting.
- f. Blue Zone interviews outcome measurement, alternative solutions; next steps
Discussion ensued regarding the Blue Zones.
Action: It was moved, seconded and carried to place on the agenda at the next Board of Directors meeting what more they need to make an informed decision regarding Blue Zones.
- g. Lyft partnership- next steps
Discussion ensued regarding a collaborative effort with NCFPD as they are also investigating the possibility of using Lyft services.

4. Adjournment

There being no further business, the meeting was adjourned at 7:25 p.m.

Howard Salmon, Chair

Board Secretary/Clerk

Fallbrook Regional HEALTH DISTRICT

MINUTES

SPECIAL BOARD MEETING

Wednesday, May 8, 2019, 5:00 p.m.

Fallbrook Regional Health District, 1st Floor Community Room, 138 S. Brandon Rd., Fallbrook

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

Board Chair Salmon called the meeting to order at 5:05 p.m. and led the Pledge of Allegiance.

Present: Directors Howard Salmon, Barbara Mroz, William (Bill) Leach, Jennifer Jeffries and Kate Schwarz-Frates.

Absent: None.

Also present: Legal Counsel Blaise Jackson.

B. BOARD MEMBER AND PUBLIC COMMENTS

None

C. CLOSED SESSION

The Board adjourned into Closed Session at 5:07 p.m.

C1. REPORT INVOLVING HOSPITAL TRADE SECRET PER HEALTH & SAFETY CODE 32106. Potential New Service or Program, estimated disclosure date June, 2019

D. RETURN TO OPEN SESSION

The Board returned to Open Session at 5:45 p.m. The board took no action on item C1.

E. ADJOURNMENT

There being no further business, the meeting was adjourned at 5:46 p.m.

Howard Salmon, Board Chair

Board Secretary/Clerk



**MINUTES
REGULAR BOARD MEETING**

Wednesday, May 8, 2019, 6:00 p.m.

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

A. CALL MEETING TO ORDER – PLEDGE OF ALLEGIANCE

Board President Howard Salmon called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

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

Also present: Legal Counsels Blaise Jackson and Jeffrey Scott.

Staff present: Interim Director Wendy Lyon, Accountant Kathy Bogle, Linda Bannerman, Mireya Banuelos and Pamela Knox.

B. ADDITIONS TO AGENDA

Counsel Blaise Jackson requested an addition to the agenda, Item H8 which is the Employment Contract with the new Executive Director. Mr. Jackson indicated that the need has arisen subsequent to the posting pursuant to Government Code 54954 (2)(b) as Ms. Lyons will be starting on May 20th.

Action: On motion duly made, seconded and carried, the Board unanimously approved the addition of Item H8 to the agenda.

C. BOARD MEMBER AND PUBLIC COMMENTS

Director Jeffries reported that Jim Desmond, our County Board of Supervisor's representative, visited Fallbrook with many of the department managers from the County of San Diego. There was a good meeting about our community needs and the outcome was establishing subcommittees for public health and public safety. Director Jeffries said she is participating in the public safety committee, especially in the area of homelessness. Director Salmon is participating in the public health committee, focusing on urgent care needs. The subcommittees will report back to Supervisor Desmond in September.

There was public comment provided by Bethany Chaffin regarding Rock Rose school; Roy Moosa holding his comments for agenda Item G3 and Barry Meadow regarding his concerns about Blue Zones, legal fees, redistricting and wanting a full "back and forth" conversation during meetings.

D. PRESENTATIONS

D1. North County Fire Protection District – Request and Rationale for Cost Sharing Request to FRHD for Ambulance Purchase and Medical Services Officer

It was explained that there would be no presentation by North County Fire Protection District (NCFPD). Their representative, Division Chief Steve Marovich, had provided a presentation to the Strategic Planning Committee and was in attendance to answer questions regarding Action Items H4 and H5.

E. CONSENT ITEMS

- E1. Approval of March 2019 Financial Statements
- E2. Minutes of March 6, 2019 Finance Committee Meeting (corrected)
- E3. Minutes of March 27, 2019 Governmental & Public Relations Committee Meeting
- E4. Minutes of April 3, 2019 Finance Committee Meeting
- E5. Minutes of April 3, 2019 Special Board Meeting/Public Forum
- E6. Minutes of April 5, 2019 Facilities Committee Meeting
- E7. Minutes of April 5, 2019 Special Board Meeting
- E8. Minutes of April 10, 2019 Regular Board Meeting
- E9. Minutes of April 18, 2019 Special Board Meeting/Public Forum

There were no Consent Items pulled for further discussion.

Action: On motion duly made, seconded and carried, the above listed Consent Items were approved as presented.

Motion carried: 5-0

F. REPORTS

- F1. Finance Committee – Directors Jeffries and Mroz
Chair Jennifer Jeffries presented the following report:
Total Liabilities and Equity February \$12,288,973.
Total Liabilities and Equity March \$ 12,860,914,
An increase month to month of \$471,940.
This difference is due largely to a healthy tax apportionment in March and growth in our investment accounts.
The 2018-19 approved budget projected an income of \$2,210,176.
Total Income through March was \$1,918,776.
Based on the approved budget, the District is to date:
- Over budget by \$61,344 in the area of administrative expenses and overhead due to unexpected personnel costs and necessary legal and demographic assistance with the formation of the District zoned voting map.
 - Over budget by \$52,580 in the area of the East Mission road property due to maintenance and repair issues.
 - Under budget by \$43,680 for the South Brandon Road property due to less than expected use of property management services and pending the payment for gas, electric, water bills for that property.
- The Year-To-Date approved budget projection is \$1,518,597. The Year-To-Date Actual Expenditures are \$1,618,036 resulting in being overbudget by \$99,439.
Report 5: CalTRUST \$6,900,906, reflecting a one month increase of \$34,440.
Report 6: LAIF Balance of 1,489,507.00, holding steady from the March balance.
Of note: The District pays less than .25% for the management of these accounts. It is paid quarterly.
Report 7: YTD \$1,686,353. This reflects a March apportionment of \$518,041.
The District is well within the projected income with three more tax apportionments to go.
The Community Investment Fund beginning Balance of \$9,616,913
Funds spent on Community Partner Grants and Wellness Initiatives \$15,830
Ending Balance \$9,601,082.
Director Jeffries said the Committee recommended that the Board transfer \$42,000 from the Community Investment Fund to the Operational Account.

Action: On motion duly made, seconded and carried the Board approved the transfer of \$42,000 from the Community Investment Fund to the Operational Account.

Motion carried: 5-0

- F2. Gov't and Public Engagement Committee – Directors Schwartz-Frates and Mroz
No report
- F3. Facilities Committee – Directors Leach and Mroz
No report
- F4. Strategic Planning Committee – Directors Salmon and Jeffries
Director Jeffries provided the Strategic Planning Committee report. She said the Committee discussed Blue Zones, shared services and costs with the NCFPD and the Fit 2 Be Kids program. She said Blue Zones and the shared services and costs with NCFPD are agenda items for discussion or action tonight. Wendy Lyon, Interim Director, was asked to follow up with Shae Gawlek to request a written proposal for Fit 2 Be Kids. Legal Counsel is researching if the District can receive a 501(c)(3).
- F5. General Counsel – Blaise Jackson
Blaise Jackson, Esq. announced that it has been his pleasure to work with this District serving as our attorney for the past 15 years from the Law Offices of Scott and Jackson. He has joined a firm in San Diego, and this is his last meeting with FRHD. Jeffrey Scott, Esq., who served the District prior to Mr. Jackson, will now again serve as attorney for FRHD. President Salmon commented how much the Board of Directors has appreciated Mr. Jackson's years of service and sage advice, wishing him well in his new position.
Mr. Jackson said it's a busy time in Sacramento with the budget and new legislative proposals including SB758 (Seismic requirements), AB849 (Districting Process) and childhood vaccine discussions taking place. He said the remainder of his comments would be confined to Discussion and Action agenda items.
- F6. Interim Director – Wendy Lyon
Interim Director Wendy Lyon reviewed the activities, changes and challenges over the past several months while the District was in the process of seeking a new director. She thanked the staff for all of their efforts and said it had been a privilege to serve as Interim Director. President Salmon, on behalf of the entire Board of Directors, thanked Wendy for "stepping up" during a time of need.

G. DISCUSSION ITEMS

- G1. Review Blue Zone interviews outcome measurement, alternative solutions; next Steps
Director Jeffries said the Strategic Planning Committee has been contemplating the Blue Zones initiative and soliciting information from communities who utilize the Blue Zones Project. In addition, multiple conversations have taken place with representatives from the Blue Zones Project. Some of the conclusions include the following: The Blue Zones Project's objectives are wonderful, and the people are great to work with; very good insight and they are accommodating. They are associated with well-respected organizations, e.g., the Gallup Poll, which provides the well-being index and descriptive data. They do not provide reasons why, just what is. Blue Zones does not have a way to measure their outcomes at the present time. Blue Zones is initiating a strategic partnership with Boston University, developing a longitudinal methodology which will help them measure outcomes. This will likely take up to five years to develop a correlation or causation directly related to Blue Zones. As custodians of public funds, it is necessary for the District to be able to provide measurement of outcomes.
In conclusion, there was Board consensus that no action is required at this time. The District will continue to review alternative programs which benefit the communities served by Fallbrook

Regional Healthcare District. The Strategic Planning Committee will consider updating the District's Vision to better reflect the current Vision.

- G2. Consideration and Adoption of Resolution No. 427 – Annual Statement of Investment Policy for FY 2019-2020 – First Reading
Legal Counsel indicated this was the first reading of this resolution which is reviewed and adopted on an annual basis. The Resolution will be on the June agenda for approval.
- G3. Consideration of Short-Term Lease for Non-Profit School at 1636 E. Mission Rd. (six months)
Roy Moosa provided his public comment in support of the Rock Rose School being allowed to be housed on a temporary basis at 1636 E. Mission Road.
Discussion ensued. There was consensus among the members of the Board that this could be done on a temporary basis. After the specifications are completed for the roofing jobs, the District will send the Project out for bids. There was discussion regarding the re-roofing process and if it could be accomplished before school starts. Director Jeffries requested that every precaution be taken regarding liability.
Action: On motion duly made, seconded and carried, legal counsel was directed to move forward with drafting a lease for a specified length of time.
Motion carried: 5-0

H. ACTION ITEMS

- H1. Consideration of Amendments to Bylaws (President changes – 2nd reading) Board
Counsel said the 1st reading of these amendments was presented last month for the Board's initial consideration and includes title changes (President to Chair and Vice- President to be Vice-Chair). Discussion ensued.
Action: On motion duly made, seconded and carried, the Board approved the Amendments to the Bylaws as presented.
Motion carried: 5-0
- H2. Wellness Center Use Criteria
President Salmon said an initial Wellness Center Use Criteria had been developed with the understanding that this will likely be a document undergoing change as we further develop the 1636 E. Mission property. It is also understood that the fee for use could be as little as no fee and, at present, the fee structure is not established. Discussion ensued.
Action: On motion duly made, seconded and carried, the Wellness Center Use Criteria was adopted by the Board.
Motion carried. 5-0
- H3. Consideration and Adoption of Resolution No. 426 – Awarding a Contract for the Sidewalk Project
Director Leach said this project was a requirement for the sale of the 624 E. Elder property and the Facilities Committee recommended approval of the lowest bid. Counsel Jackson said the District met the requirement for a public bidding process, and sealed bids were opened on April 30, 2019 ranging from \$286,573 to \$139,510. Counsel recommended that LC Paving and Sealing be awarded the project in the amount of \$139,510 by the adoption of Resolution No. 426.
Action: On motion duly made, seconded and carried by the following roll call vote, the Board adopted Resolution No. 426
Roll Call Vote:
Director Schwartz-Frates - Aye
Director Leach – Aye
Director Mroz- Aye
Director Jeffries - Aye
Director Salmon - Aye

- H4. Framework for FRHD and NCFPD Shared Public Communication/Social Media Administrative Assistant
 Director Jeffries said the Strategic Planning Committee recommends approval of this action item. The purpose of this shared position is for both Districts to have a qualified full-time person at a cost of \$60,000 per year (\$30,000 per District). Duties would include reception, telephone and social media responsibilities. It was noted that social media is necessary to reach young families. By approving this item now, it gives approval to begin the process of job description development, etc.
Action: On motion duly made, seconded and carried, the Board approved moving forward with the shared public communication/social media administrative assistant to be housed at NCFPD with a portion allocated to FRHD.
Motion carried: 5-0
- H5. NCFPD Request and Rationale for Cost Sharing Request to FRHD for Ambulance Purchase and Medical Services Officer
 Director Jeffries said she clearly sees the direct impact of the hospital closure on the NCFPD and noted they have implemented cost saving strategies to offset their added costs. The Medical Services Officer is needed full-time to implement additional training and quality assurance for possible upcoming transportation services
Action: It was moved, seconded and carried to approve the Request and Rationale for Cost Sharing for Ambulance and Senior Medical Officer services in order to continue the discussion and bring it back in the form of a JPA.
Motion carried: 5-0
- H6. Approval of Destruction of Outdated Records in Storage (Iron Mountain)
 Counsel Jackson indicated that he had reviewed the listing of medical records for Fallbrook Hospital at Iron Mountain and identified approximately 1900 boxes of outdated (1980's and 1990's) records. He said Iron Mountain can confidentially shred these records, but it requires approval by the Board of Directors.
Action: On motion duly made, seconded and carried, the Board approved destruction of outdated records in storage at Iron Mountain as presented.
Motion carried: 5-0
- H7. Recommendations for Med+ Urgent Care MOU Terms and Conditions Beginning 7/1/19
 President Salmon reviewed the significant loss to the community, especially emergency services, when the hospital closed. The District recognized the need for emergency or urgent care services and worked with A+ Urgent Care, now MedPlus Urgent Care, when it began business in 2015, agreeing to provide financial support in the hope that eventually urgent care services could be self-sustaining. President Salmon invited Dr. Skeoch, owner of MedPlus Urgent Care, to comment. Dr. Skeoch said he has appreciated the support of the District and looks forward to meeting with the District's legal counsel.
Action: On motion duly made, seconded and carried, the Board of Directors directed legal counsel to meet with Dr. Skeoch and develop a framework that would embrace some semblance of continuing financial support for MedPlus Urgent Care with the purpose of continuing to provide extended hour urgent care services for residents of the District, and that this would not exceed a one-year period starting July 1, 2019.
Motion carried: 5-0
- H8. Employment Contract. New Executive Director
 Counsel Jackson stated that the employment contract with the new Executive Director had been added to the agenda and was vetted by the Strategic Planning Committee and recommended for Board approval.

Action: On motion duly made, seconded and carried, the Board approved the employment contract with Executive Director Rachel Mason as presented.

Motion carried: 5-0

I. ITEMS FOR SUBSEQUENT MEETINGS

- 11. Other Director/Staff discussion items
 - 11a. Item(s) for future board agendas
 - 11b. Announcements of upcoming events:
 - Community Collaborative for Health & Wellness Committee (CCH&W) meeting – 3rd Wednesday, May 15, 10:30am-noon, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - Strategic Planning Committee meeting – Quarterly, Wednesday, May 15, at 4:30 pm, (corrected: moved to 5:00 pm) - FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - Memorial Day, May 27 – District Holiday
 - Facilities Committee meeting – Quarterly, Friday, May 24, 10:30am, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - NCCCHI meeting – 1st Wednesday, June 5, 2:00-3:00pm, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - Finance Committee meeting – 1st Wednesday, June 5, 5:30pm, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook
 - Woman of Wellness – 1st Thursday, June 6, 6:00–7:30pm, Fallbrook Wellness Center, Community Room, 1636 E. Mission Rd., Fallbrook
- 12. Next Regular Board meeting – Wednesday, June 12, 2019, 6:00pm, FRHD Administrative Office, Community Room (downstairs) 138 S. Brandon Rd., Fallbrook

J. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:34 p.m.

Howard Salmon, President (now Chairman)

Board Secretary/Clerk

Fallbrook Regional HEALTH DISTRICT

MINUTES STRATEGIC PLANNING COMMITTEE

Wednesday, May 15, 2019 at 5:00 P.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028

Committee Members: Howard Salmon, Chair and Jennifer Jeffries, Co-chair
Staff Members: Linda Bannerman, Pam Knox and Mireya Banuelos

1. Call to Order/Roll Call

Co-chair Jennifer Jeffries called the meeting to order at 5:08 p.m.

Committee members present: Director Jeffries and Director Salmon (by teleconference)

Staff present: Linda Bannerman and Mireya Banuelos

2. Public Comments

None

3. Discussion Items

a. Fit2beKids Proposal

Awaiting the proposal at this time.

b. Wellness Center Facility Features

Director Jeffries reviewed her synopsis of suggestions from the community, including possible features. Next steps include additional meetings with the schools and health providers to add to the current input received from the community. Director Salmon discussed working with a consultant by conference call at the next meeting. There was discussion regarding the Strategic Planning Committee meeting routinely on the 3rd Wednesday of each month. Director Jeffries shared a *Form Follows Function* document.

c. Framework for Community Based Health and Wellness Effort (this is in lieu of Blue Zone framework)

Discussion ensued regarding programs similar to Blue Zones that are successful long-term in smaller communities. This will be discussed further at a future meeting.

4. Adjournment

There being no further business, the meeting was adjourned at 5:18 p.m.

Jennifer Jeffries, Co-Chair

Board Secretary/Clerk



**MINUTES
STRATEGIC PLANNING COMMITTEE**

**Wednesday, May 15, 2019 at 5:00 P.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028**

Committee Members: Howard Salmon, Chair and Jennifer Jeffries, Co-chair
Staff Members: Linda Bannerman, Pam Knox and Mireya Banuelos

1. Call to Order/Roll Call

Co-chair Jennifer Jeffries called the meeting to order at 5:08 p.m.

Committee members present: Director Jeffries and Director Salmon (by teleconference)

Staff present: Linda Bannerman and Mireya Banuelos

2. Public Comments

None

3. Discussion Items

a. Fit2beKids Proposal

Awaiting the proposal at this time.

b. Wellness Center Facility Features

Director Jeffries reviewed her synopsis of suggestions from the community, including possible features. Next steps include additional meetings with the schools and health providers to add to the current input received from the community. Director Salmon discussed working with a consultant by conference call at the next meeting. There was discussion regarding the Strategic Planning Committee meeting routinely on the 3rd Wednesday of each month. Director Jeffries shared a *Form Follows Function* document.

c. Framework for Community Based Health and Wellness Effort (this is in lieu of Blue Zone framework)

Discussion ensued regarding programs similar to Blue Zones that are successful long-term in smaller communities. This will be discussed further at a future meeting.

4. Adjournment

There being no further business, the meeting was adjourned at 5:18 p.m.

Jennifer Jeffries, Co-Chair

Board Secretary/Clerk



**MINUTES
FACILITIES COMMITTEE**

**Friday, May 24, 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 10:30 a.m.

Committee Members Present: Bill Leach and Kate Schwarz-Frates (filling in for Director Mroz)
Executive Director: Rachel Mason
Staff Members: Linda Bannerman and Mireya Banuelos
Consultants: Wendy Lyon, Bookkeeper and Roy Moosa, Sun Realty

2. Public Comments

None

3. Discussion Items

a. Status of zoning changes – Wendy Lyon

Chair Leach asked Wendy Lyon to provide an update on the status of zoning changes for the 1636 E. Mission Rd. property. She provided an update regarding the process and a meeting will take place in approximately three weeks. Director Leach, ED Rachel Mason and Wendy Lyon will attend following which we should know if a minor deviation or a modification to the permit.

b. Status of sidewalk project – Jose Salinas, LC Paving & Sealing Inc

Wendy Lyon provided an update on the sidewalk project. Jose Salinas was sick and could not attend. Their anticipated start date is the second week in June (June 10th) and the project should take up to three weeks to complete. Chair Leach said the County was adamant that they submit a traffic control plan prior to beginning the work. Wendy will follow up to make sure LC Paving & Sealing is aware.

c. Status of roofing specifications progress being performed A.D. Magellan – Wendy Lyon

Wendy Lyon said all roof scans were completed by A.D. Magellan and she asked them to provide two plans for the “school building” only; one that would be guaranteed up to 30 years and the other at a lesser cost and guaranteed for a lesser time. The buildings on the Alvarado and Brandon Street properties need entire roof replacements. The work is expected to begin in July.

- d. Status of property repairs – Roy Moosa, Sun Realty
Roy Moosa reported that the lights around the buildings on Brandon St. and at 1636 E. Mission have been and are continuing to be replaced. Preparing the “school” building for use by the Rock Rose school is next on his list.
- e. Update on homeless – Roy Moosa, Sun Realty
Roy said Director Jeffries had mentioned she is serving on the Public Safety Committee that will report back to Supervisor Jim Desmond in September regarding, among other matters, the homeless in Fallbrook. Roy said the Alvarado and Brandon Street properties have been used by the homeless for shelters and that has been discouraged by removing their belongings. The nearest facility for assisting the homeless is in Oceanside. There was talk about providing bus tickets to Oceanside, so they have access to assistance.
- f. Status of District vehicle maintenance – Wendy Lyon
Wendy said the District vehicle was taken for maintenance and there was a recommendation to have the tires changed and a plan for routine maintenance.
- g. Update on 1636 E Mission Rd landscape fire risk mitigation – Wendy Lyon
Wendy Lyon reported that she, Roy and the owner of Ramirez Landscaping walked the E. Mission property and Mr. Ramirez made some recommendations regarding clean up and dying trees. He provided a quote for consideration.
- h. Update on landscape design for front of property – Wendy Lyon
Wendy Lyon presented a more detailed plan for landscaping the front of the property at 1636 E. Mission. Roy Moosa suggested it might be prudent to wait until the County approves the zoning permit prior to beginning. Discussion ensued. It was agreed that the project won't begin until zoning is determined and consideration is given to the plan for the whole property.
- i. Rock Rose lease parameters – Bill Leach
Chair Leach said a copy of the proposed lease with Rock Rose school had been drafted by legal counsel and provided to the Facilities Committee for review.

Recommendation

There was consensus, the Facilities Committee recommended that the lease be taken to the full Board of Directors for review.

- j. Spirit Mountain short-term lease consideration – Wendy Lyon
Spirit Mountain submitted a proposed short-term lease for consideration for a 9-month lease. Chair Leach said the difference between the lease with Rock Rose and this proposed lease is that Rock Rose has located a permanent property, while Spirit Mountain has not. Discussion ensued.

Non Recommendation:

The Facilities Committee did not recommend approval of this proposed lease to the Board.

- k. Garden Project: where/when/how – Tina Langham-Smith, Rock Rose
Tina Langham-Smith from Rock Rose said the children are used to having a garden and they are seeking permission to use the “Children’s Garden” at the back of the “school.” Discussion ensued. Rock Rose can bring in a rain barrel(s). They are also willing to water by hand. Roy Moosa suggested updating the area map of the space the school is leasing. Rock Rose also requested the District consider if the school can move some of their larger

supplies/furniture into the rooms they are leasing prior to the July 1st lease start date as they need to vacate their current premises by July 1. Discussion ensued. There was consensus that should not be a problem.

Recommendation:

The Facilities Committee recommended approval to the Board of Directors to include the children's garden as part of the area Rock Rose will lease from FRHD. An aerial map showing the lease area will be drafted.

- I. Urgent care building sign "After hours urgent care services funded by FRHD" – Bill Leach
Chair Leach recommended that some type of signage be included at MedPlus Urgent Care indicating that after hours urgent care services are funded by FRHD. Discussion ensued. There was also discussion regarding requirements for signage.

Recommendation

The Facilities Committee recommended the lease being drafted by legal include language regarding after hours urgent care services are funded by FRHD.

- m. Mission Road property signage – Bill Leach
Discussion ensued regarding if it has been determined exactly what the name for the property at 1636 E. Mission will be. It was determined that more in-depth conversation is required.

4. Adjournment

There being no further business, the meeting was adjourned at 11:47 a.m.



MINUTES

SPECIAL BOARD MEETING / PUBLIC FORUM

Wednesday, May 29, 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-Chair Barbara Mroz called the meeting to order at 6:07 p.m. and led the Pledge of Allegiance.

In attendance: Board members Barbara Mroz, Kate Schwartz-Frates and Jennifer Jeffries.

Also attending: Legal Counsel Jeff Scott, Executive Director Rachel Mason and Staff Linda Bannerman

B. ADDITIONS TO AGENDA

None

C. BOARD MEMBER AND PUBLIC COMMENTS

Those in attendance preferred to make comments during and/or following the presentation as it is a public forum and facilitates the conversation in the development of the maps.

D. PRESENTATIONS

D1. Public Forum – Transition to Zone-Based Elections – Discussion of Proposed Maps

Shalice Tilton, representing National Demographics Corporation, reviewed the rules and regulations for the redistricting process which had been stated at each of the public forums. She noted that Latinos are the most common protected class group in our area, and the goal is to provide them with an equal opportunity for representation in the election process. Ms. Tilton then demonstrated on the interactive map tool each of the maps that have been developed thus far for consideration (Green, Orange, Lavender and Teal). Discussion ensued. It was noted that the favored draft maps decided on tonight will also be available on the FRHD website for review.

Members from the public providing comment included the following: Ricardo Favela, Tom Frew, Daniel Barajas and Stephanie Ortiz. After viewing the maps, there was consensus to use the Teal and Purple maps moving forward, with a third map to be developed by moving segments to and from areas 1, 2, and 3 into the third map which will be Yellow. Another public forum will be scheduled within 45 days to consider Teal, Purple and Yellow maps. Legal Counsel Scott said he can have resolutions prepared in the event a final decision is made. It was agreed that everyone present had an opportunity to provide input and worked in collaboration.

E. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:34 p.m.

Barbara Mroz, Vice-Chair

Board Secretary/Clerk

DRAFT

REPORTS

Fallbrook Regional HEALTH DISTRICT

138 S. Brandon Road • Fallbrook, CA 92028
760-731-9187 • Fax 760-731-9131

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: May 22, 2019

Re: Woman of Wellness Event – Thursday, June 6, 2019
Location: 1636 E. Mission Road – Community Room

On June 6, 2019 the Woman of Wellness event will feature Jeaneane Henson, B.S., Cal Poly Pomona presenting “Brain Health; Identifying Risks and Discovering Solutions to Cognitive Decline.” Our speaker completed the Academy of Brain Health Performance Certification (Harvard) as well as Dr. Daniel Amen’s Brain Health Certification course, with a desire to bring hope and solutions to those with a family history or concern about cognitive decline due to the aging brain. She also provided presentations on the prevention of Alzheimer’s Disease. You might recognize her as the owner of California Bodies in Fallbrook.

Fallbrook Regional Health District invites men and women to join us at Woman of Wellness each first Thursday of the month. 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. Please join us for a fun evening of socialization and a presentation that just might change your life.

#####

NOTE LOCATION!



Thursday, June 6, 2019

COMMUNITY ROOM

1636 E. MISSION RD.

6:00 p.m. – Social & Refreshments

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

Sponsored by



Featured Presentation:

***“Brain Health; Identifying Risks and Discovering
Solutions to Cognitive Decline”***

Our speaker completed certification with Academy of Brain Health Performance, Harvard, and she completed Dr. Daniel Amens’ Brain Health Certification course, with the desire to bring hope and solutions to those with a family history or concern about cognitive decline due to the aging brain. She also provided presentations on the prevention of Alzheimer’s Disease.

Presenter:

***Jeaneane Henson, B.S. , Cal Poly Pomona
Owner of California Bodies in Fallbrook***

Free Event including Refreshments • Door Prizes

Please plan to attend, bring a friend and

**please bring a non-perishable food donation for the Food Pantry
Questions? Contact Pam Knox at pknox@fallbrookhealth.org**



PRE-DIABETES

A FREE WORKSHOP TO HELP YOU
PREVENT TYPE 2 DIABETES

WEDNESDAY, JUNE 12, 2019

1:00 – 3:00 PM

LOCATION: FALLBROOK REGIONAL HEALTH DISTRICT
138 S. BRANDON ROAD, FALLBROOK

TOPICS INCLUDE HEALTHY EATING, BEING ACTIVE,
BLOOD SUGAR MANAGEMENT & MEDICATIONS



FALLBROOK SMILES PROJECT

FREE WORKSHOP PROVIDED BY FALLBROOK SMILES PROJECT
LED BY REGISTERED DIETITIANS/CERTIFIED DIABETES EDUCATORS
CHRISTINE MAJOCHA, RD, CDE & JANINE LOESCHER, RD, CDE

QUESTIONS?

CONTACT JANINE AT fallbrooksmiles@gmail.com OR 619-261-0871

This program was made possible by/in part by the Fallbrook Regional Health District.

Fallbrook Regional
HEALTH  DISTRICT

HEART HEALTHY NUTRITION



A FREE WORKSHOP TO HELP PREVENT HEART DISEASE

WEDNESDAY, JUNE 19, 2019

1:00 – 3:00 PM

LOCATION: FALLBROOK REGIONAL HEALTH DISTRICT
138 S. BRANDON ROAD, FALLBROOK



FREE WORKSHOP PROVIDED BY FALLBROOK SMILES PROJECT
LED BY REGISTERED DIETITIANS/CERTIFIED DIABETES EDUCATORS
CHRISTINE MAJOCHA, RD, CDE & JANINE LOESCHER, RD, CDE

QUESTIONS?

CONTACT JANINE AT fallbrooksmiles@gmail.com OR 619-261-0871

This program was made possible by/in part by the Fallbrook Regional Health District.



DISCUSSION/ACTION ITEMS

DISCUSSION ITEMS

F1.

Review of Draft Budget Fiscal Year 2018-2019

First Reading

FALLBROOK REGIONAL HEALTH DISTRICT				
DRAFT BUDGET FOR JULY 1, 2019 THROUGH JUNE 30, 2020				
Accnt. #	Account	PROPOSED BUDGET 2019-20	ACTUAL 2018-19 (As of 5/31/19)	VARIANCE
INCOME				
402	Property tax revenue	\$2,103,673.00	\$1,946,608.90	\$157,064.10
403	Interest / Dividends	\$200,000.00	\$200,183.06	(\$183.06)
406	Unearned Inc (Loss) - Cal Trust	\$35,000.00	\$62,214.54	(\$27,214.54)
TOTAL 400 - DISTRICT INCOME		\$2,303,673.00	\$2,146,791.96	\$129,666.50
450.	Properties			
460	Lease Income			
460.01	MedPlus Urgent Care	\$33,600.00	\$57,600.00	(\$24,000.00)
460.03	Rock Rose School	\$21,000.00	\$0.00	\$21,000.00
TOTAL INCOME		\$2,358,273.00	\$2,204,391.96	\$126,666.50
500	Admin. Expenses & Overhead			
500.10	Salaries	\$256,040.00	\$287,246.23	(\$31,206.23)
500.12	Payroll Taxes	\$21,000.00	\$21,249.57	(\$249.57)
500.14	W/C Insurance	\$2,100.00	\$1,381.38	\$718.62
500.15	Employee Health & Welfare	\$30,000.00	\$21,472.22	\$8,527.78
500.16	Board Stipends	\$30,000.00	\$21,500.00	\$8,500.00
500.17	Education & Conferences	\$12,000.00	\$12,594.02	(\$594.02)
500.18	Dues & Subscriptions	\$15,500.00	\$14,061.00	\$1,439.00
500.19	Insurance - General	\$24,620.00	\$19,753.42	\$4,866.58
500.20	Independent Accounting Services	\$10,200.00	\$9,350.00	\$850.00
500.21	Annual Independent Audit	\$9,000.00	\$8,995.00	\$5.00
500.23	General Counsel	\$60,000.00	\$125,821.01	(\$65,821.01)
500.25	Office Expense			
01	Communications	\$4,500.00	\$6,109.83	(\$1,609.83)
02	I.T. and Website Services/Social Media	\$6,000.00	\$5,237.94	\$762.06
03	Refreshments	\$1,500.00	\$998.15	\$501.85
04	Office Expenses	\$12,000.00	\$11,754.69	\$245.31
05	LAFCO Admin fees	\$1,367.00	\$1,366.95	\$0.05
06	Independent Contract Services	\$60,000.00	\$53,052.12	\$6,947.88
500.27	Depreciation	\$8,000.00	\$8,848.71	(\$848.71)
500.29	Dist Promotions & Publications	\$24,000.00	\$8,768.06	\$15,231.94
500.32	Consultant Fees	\$30,000.00	\$36,021.85	(\$6,021.85)
500.33	Copier Lease	\$8,600.00	\$8,581.74	\$18.26
500.36	Accrued Vacation & Sick Leave	\$7,000.00	\$6,143.15	\$856.85
500.40	Video/AV Equipment	\$10,000.00	\$0.00	\$10,000.00
TOTAL 500 - ADMINISTRATIVE EXPENSES		\$643,427.00	\$690,307.04	(\$46,880.04)

590	Mgmt./Maint.			
590.01	Property Manager (all 3 properties)	\$15,000.00	\$9,950.00	\$5,050.00
590.02	Gas & Electric	\$10,500.00	\$8,873.72	\$1,626.28
590.03	Water	\$3,000.00	\$2,235.09	\$764.91
590.04	Waste Management	\$450.00	\$451.00	(\$1.00)
590.05	Security System	\$0.00	\$0.00	\$0.00
590.06	Landscape - Grounds Environment	\$11,000.00	\$4,400.00	\$6,600.00
590.07	Custodial Services	\$10,000.00	\$8,360.00	\$1,640.00
590.08	Elevator	\$2,300.00	\$2,274.00	\$26.00
590.09	Vehicle Expenses	\$600.00	\$235.93	\$364.07
590.10	Maintenance Services & Repairs	\$5,000.00	\$3,400.29	\$1,599.71
590.11	Medical Records Store & Service	\$22,000.00	\$21,084.09	\$915.91
590.12	Fire Alarm System	\$1,000.00	\$780.57	\$219.43
TOTAL 590 - MGMT./MAINT.		\$80,850.00	\$62,044.69	\$18,805.31
600 - COMMUNITY HEALTH CONTRACTS		\$925,000.00	\$925,172.21	(\$172.21)
800 - DISTRICT DIRECT CARE SERVICES				
800.02	Med+ Urgent Care	\$96,000.00	\$100,000.00	(\$4,000.00)
800.03	NC Fire JPA (EMSO/Ambulance)	\$185,000.00	\$0.00	\$185,000.00
800.04	NC Fire JPA (Public Communications)	\$30,000.00	\$0.00	\$30,000.00
TOTAL EXPENSES		\$1,745,277.00	\$1,777,523.94	(\$32,246.94)
NET ORDINARY INCOME		\$612,996.00	\$426,868.02	\$186,127.98

570	Mgmt./Maint. - E. Mission Road	PROPOSED BUDGET 2019-20	ACTUAL 2018-19 FIGURES	VARIANCE
570.02	Gas & Electric	\$7,500.00	\$5,637.27	\$1,862.73
570.03	Water	\$2,500.00	\$6,188.17	(\$3,688.17)
570.04	Waste Management	\$450.00	\$403.07	\$46.93
570.06	Landscape - Grounds Env. (see 122.032)	\$12,000.00	\$17,728.00	(\$5,728.00)
570.07	Custodial Services	\$4,680.00	\$1,675.00	\$3,005.00
570.08	Architect Expense			
570.09	Engineer Expense			
570.10	Maintenance Services & Repairs	\$15,000.00	\$9,915.78	\$5,084.22
570.11	Contractor Expense			
570.12	Fire Alarm System	\$3,000.00	\$3,697.33	(\$697.33)
570.13	Renovations & Improvements			
570.23	General Counsel	\$60,000.00	\$0.00	\$60,000.00
570.25	Office Expense	\$12,000.00	\$6,913.73	\$5,086.27
570.25.02	I.T. & Website Services	\$3,000.00	\$3,100.00	(\$100.00)
570.25.06	Independent Contract Services	\$5,000.00	\$44,871.92	(\$39,871.92)
570.29	District Promotions & Publications	\$20,000.00	\$9,185.42	\$8,524.52
570.32	Consultant Fees	\$30,000.00	\$52,119.75	\$9,612.50
TOTAL 570 - EAST MISSION ROAD		\$175,130.00	\$161,435.44	\$13,694.56

TOTAL EXPENSES + E. MISSION RD. MGMT./MAINT.	\$1,920,407.00	\$1,938,959.38	(\$18,552.38)
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Note: The Community Investment Fund items listed below are an estimate only and not a budget in which to be constrained.

Community Investment Fund	PROPOSED BUDGET 2019-20	ACTUAL 2018-19 FIGURES	VARIANCE
122.012 Renovations & Improvements (E. Alvarado)	\$291,667.00		\$291,667.00
122.022 Renovations / Improvements (S. Brandon Rd.)	\$66,666.00	\$8,141.83	\$58,524.17
122.032 Renovations & Improvements (E. Mission Rd.)	\$227,667.00		\$227,667.00
122.034 Security (fencing/safety) (E. Mission Rd.)	\$3,000.00	\$21,140.00	(\$18,140.00)
122.035 Maint. Services & Repairs (E. Mission Rd.)	\$345,000.00	\$9,139.07	\$335,860.93
122.032 Community Garden (E. Mission Rd.)	\$36,000.00		\$36,000.00
TOTAL COMMUNITY INVESTMENT FUND	\$970,000.00	\$38,420.90	\$931,579.10

Note: 122.012-122.032 includes roofing costs of \$50,000 divided between all three properties

Note: 122.022 reflects unused funds from 2017-18 for renovating the 1st floor community space

Note: 122.032 includes \$36,000 of landscape improvements capitalized vs. expensed

ACTION ITEMS

G1.

Consideration and Adoption of Resolution No.
427 – Annual Statement of Investment
Policy for FY 2019-2020 – Second Reading

RESOLUTION NO. 422 427

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE FALLBROOK
REGIONAL HEALTH DISTRICT APPROVING THE STATEMENT OF
INVESTMENT POLICY FOR FISCAL YEAR 2018-2019 2019-2020**

WHEREAS, the Board of Directors may approve and adopt a Statement of Investment Policy; and

WHEREAS, the annual Statement of Investment Policy must be reviewed and adopted at a public meeting, the Investment Policy of the Fallbrook Regional Health District shall be as follows:

§1 - General Provisions and Objectives

Fallbrook Regional Health District ("District") is a local agency organized and existing pursuant to the California Healthcare District Law (Health & Saf. Code §§ 32000, et seq.).

District funds not required for immediate expenditure will be invested in compliance with this policy and the provisions of California Government Code Sections 53600, et seq. Criteria for selecting investments and the absolute order of priority are safety, liquidity, and yield. Investments will be made in a range of instruments and maturity dates to insure diversification and liquidity of assets in an emergency or when a large cash outlay is necessary. In accordance with California Government Code Section 53607, the authority to invest or reinvest the funds of the District is retained by the Board, with the advice of the Finance Committee.

§2 – Prudent Investor Standard

All participants in the investment process shall recognize that the investment portfolio is subject to the prudent investor standard as set forth in California Government Code Section 53600.3 and to public review and evaluation and shall seek to act responsibly as fiduciaries of the public trust. Investments shall be made with the exercise of that degree of judgment and care under circumstances then prevailing which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the preservation of capital, the cash flow needs of the District as well as the income to be derived. In a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the District.

§3 – Credit Risk

A. Credit risk is the risk that an issuer or other counter-party to an investment will not fulfill its obligation. Concentration of credit risk is the risk of loss attributed to the

magnitude of a District's investment in a single issuer. All participants in the investment process shall consider aversion to concentration of credit risk by:

1. Limiting investment purchases to those types and amounts permissible by California Government Code Section 53601 and §6 of this Resolution;
2. Investing no more than twenty-five percent (25%) of the portfolio with one issuer, except as noted in §6 below; and
3. If pursuing a rated investment, investing only in investments with an AA+/A1 or better rating from Standard and Poor's Corporation and AA1/P2 or better from Moody's Investors Service Inc. at the time of purchase.

B. Custodial credit risk is the risk that the District will not be able to recover deposits or the value an investment or collateral securities that are in the possession of an outside party. All participants in the investment process shall consider aversion to custodial credit risk by:

1. Investing no more than twenty-five percent (25%) of the portfolio with one financial institution, with the exception of LAIF, Cal-Trust, the US Treasury, and funds advanced or in trustee accounts for project construction; and
2. If pursuing a deposit, insuring that all deposits are fully collateralized as required by California Government Code Section 53652, or are insured by the Federal Deposit Insurance Corporation or National Credit Union Administration, and the "Contract for Deposit of Monies" will indicate the type and amount of collateral.

§4 – Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. All participants in the investment process shall consider aversion to interest rate risk by limiting the term remaining to maturity on purchased investments to five years, unless a longer term is permissible within the California Government Code and specifically approved by the Board prior to purchase.

§5 - Ethics and Conflict of Interest.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. All officials, officers, and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair his/her ability to

make impartial investment recommendations and decisions. All officials, officers, and employees involved in the investment process shall adhere to the District’s Conflict of Interest Code, which is updated biennially by the Board.

§6 – Permissible Investments

The permissible investments and limits on amounts and maturities are listed below:

Investment	Limits	
	% of Investment Portfolio	Maturity
LAIF	75%	N/A
US Treasury bills and notes	75%	5 years
Cal-Trust	75%	2 Years
Federal agency obligations	25%	5 years
SD County Investment Pool	20%	N/A
Insured CDs	20%	1 year
Savings accounts	25%	N/A

Pursuant to the provisions of California Government Code Section 53601.1, no investment will be made in financial futures or financial option contracts without the prior approval of the Board of Directors. Investments permitted by the California Government Code, but not by this policy, will be made only with prior approval of the Board of Directors.

A thorough investigation of any pool or fund is required prior to investing, and on a continual basis. The purpose of this investigation is to determine the suitability of a pool or fund and evaluate the risk of placing funds with that pool or fund. The investigation shall, at a minimum, obtain the following information:

A description of interest calculations and how it is distributed, and how gains and losses are distributed;

A description of who may invest in the program, how often, what size deposits and withdrawals are permitted;

A schedule for receiving statements and portfolio listings;

A description of the pool/fund reserves or retained earnings, or whether all income after expenses is distributed to participants; and

A fee schedule which discloses when and how fees are assessed.

§7 – Reporting and Miscellaneous Provisions

Pursuant to California Government Code Sections 53646(b) and 53646(d), a monthly report shall be submitted to the Board of Directors within thirty (30) days following the end of the month covered by the report for review. The report shall include the type of investment, issuer, purchase and maturity dates, rate of interest, dollar amount invested, fund, current market value, and percentage of portfolio. The report shall also state compliance of the portfolio to the statement of the investment policy, or the manner in which the portfolio is not in compliance. The report shall include a statement regarding the ability of the District to meet its expenditure requirements for the next six (6) months.

The Finance Committee of the Whole shall establish and maintain a system of internal controls to be examined and monitored by the District's independent auditor. The investment policy shall be reviewed annually by the Board to ensure its consistency with applicable state law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Fallbrook Regional Health District as follows:

The Annual Statement of Investment Policy for Fiscal Year ~~2018-2019~~ 2019-2020 is hereby approved and the Finance Committee of the Whole directed to follow this Statement of Investment Policy in investing funds of the District.

PASSED AND ADOPTED by the Board of Directors of the Fallbrook Regional Health District at a regular meeting held on this ~~8th day of August, 2018~~ 12th day of June, 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Howard Salmon, President
Board of Directors
Fallbrook Regional Health District

ATTEST:

William Leach, Secretary
Board of Directors
Fallbrook Regional Health District

DRAFT 1

ACTION ITEMS

G2.

Consideration of Short-Term Lease (six months)
for Non-Profit School, Rock Rose School for
Creative Learning – 1636 E. Mission Rd.

**LEASE AGREEMENT FOR USE OF A
PORTION OF THE WELLNESS CENTER BETWEEN
FALLBROOK REGIONAL HEALTH DISTRICT
AND
ROCK ROSE SCHOOL FOR CREATIVE LEARNING**

This Lease Agreement ("Lease") is made and entered into this 1st day of July, 2019, by and between Fallbrook Regional Health District (hereinafter referred to as "the District"), a California Healthcare District organized and operating pursuant to Health and Safety Code section 32000 et seq., and Rock Rose School for Creative Learning (hereinafter referred to as "Rock Rose School"), a California 501(c)(3) non-profit corporation. This Lease shall be effective upon approval of the governing boards of each party.

RECITALS

1. The District owns approximately 4.6 acres of real property located at 1636 North Mission Road in Fallbrook, California, also known as A.P.N. 105-092-22-00. ("Property"). The Property consists of approximately 3,789 sq. ft. of a religious/educational facility that includes an A-frame church, an office building, a free standing 6,543 sq. ft. school building with play yards, a 66-space parking lot, and a 1,728 square foot single family residence, for a total improvement square footage of 1,2060. An aerial map of the Property is attached hereto as Exhibit "A" and incorporated herein by reference.

2. The District is currently in the process of developing a Wellness Center on the Property which will include fitness classes, community meeting spaces, commercial kitchen, indoor/outdoor classrooms for children and adults, gardens and walking paths and trails.

3. While the District is developing the Property as a Wellness Center, the Rock Rose School would like to lease a portion of the Property (two classrooms, planting beds, restrooms and playground access) (the "Premises") for use as a pre-school and kindergarten for a six (6) month term.

COVENANTS

4. Lease of Premises. District agrees to lease the Premises to Rock Rose School for the purpose of conducting pre-school and kindergarten classes which shall consist of the following:

- Classrooms 3 and 6 at the end of the building closet to the planting beds and the children's restrooms associated with those classrooms as shown on the attached Exhibit "B" floor plan; and
- Playground and restroom access; and
- Site access 7 days a week for teacher preparation.

5. Term of Lease. The term of this Lease shall be for 6-months beginning on July 1, 2019 and ending on December 31, 2019.

6. Deposit and Base Rent. Rock Rose School agrees pay District a security deposit in an amount Seventeen Hundred Fifty dollars (1,750) month's base rent and the first (1st) month's rent prior to taking occupancy of the Premises. During the remaining term of this lease, Rock Rose School agrees to pay District Three Thousand, Five Hundred dollars (\$3,500.00) as Base Rent per month payable on the first (1st) day of each month. The Base Rent figure shall include any liability for Rock Rose School on basic utilities including water/wastewater, electricity, natural gas, and trash removal. Provided the Premises are left in good and satisfactory condition, District agrees to return the security deposit to Rock Rose School within 30 days after expiration of the lease.

7. Operation and Maintenance. As additional consideration for District entering into this Lease, Rock Rose School agrees, to operate and maintain the Premises in a good and satisfactory condition. District shall be responsible for maintenance and repair of structural issues, including without limitation structural walls, roofing, HVAC and water and electrical lines supporting Rock Rose School's use of the premises. Rock Rose School shall be responsible for minor repair items which do not impact any structural issues of the Premises. Rock Rose School shall also have exclusive responsibility for obtaining any governmental permits or licenses deemed necessary for Rock Rose School's intended use of the Premises.

8. Signage. Rock Rose School will be permitted to erect and maintain temporary signage near the Mission Road entrance to the Premises in conformance with applicable County regulations, and in a location, size and design approved by the District. Included in the signage will be a statement that it is sponsored by the Fallbrook Regional Health District.

9. Security Services. Upon taking possession of the Premises, Rock Rose School shall be responsible for providing any necessary security services to keep the Premises and in safe condition. The parties agree and understand that District shall have no responsibility or liability for providing security services.

10. Insurance. As additional consideration for District entering into this Lease, Rock Rose School agrees to obtain and keep in full force a policy of Commercial General Liability Insurance, Sexual Abuse or Molestation, Professional Liability, Student Accident Automobile Liability Insurance, Property and Workers' Compensation and Employers' Liability Insurance in amounts and from carriers acceptable to District. Rock Rose School shall ensure that District is made an additional Insured under the aforementioned Insurance, for the entirety of the term of this Lease.

11. Indemnification. As additional consideration for District entering into this Lease, Rock Rose School agrees to protect, save, defend and hold District and its governing board, members, agents, officers and employees harmless from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with Rock Rose School's use of the Premises and Property, excepting therefrom only those claims, liabilities, expenses or damages arising out of the District's sole negligence or willful misconduct.

12. Application of Hold Harmless Clause. The hold harmless provisions set forth in section 11 above shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation on the amount of indemnification to be provided.

13. Right of Inspection. During the term of the lease, the District shall have the right, upon reasonable notice, to enter the Premises for the purpose of inspections, including inspection of repairs, alterations, or improvements to the Premises.

14. Obligations Upon Termination. Upon expiration or earlier termination of this lease for any reason, Rock Rose School agrees to leave the Premises in a similar physical condition as it was on the date that Rock Rose School took possession, reasonable wear, tear and damage by the elements excepted. All movable equipment and furnishings brought in by Rock Road School during occupancy of the Premises

shall be removed upon date of expiration of this lease. Any damage to the Premises occasioned thereby shall be the responsibility of Rock Rose School.

15. Notices. All notices permitted or required under this Lease shall be given to the respective parties at the following address, or such other address as the respective parties may provide in writing for this purpose:

Rock Rose School: _____
Rock Rose School For Creative Learning

Fallbrook, CA 92028

Healthcare District: Rachel Mason
Executive Director
Fallbrook Regional Health District
138 South Brandon Road,
Fallbrook, CA 92028

16. Successors and Assigns. This Lease shall be binding on the successors and assigns of each party and shall not be assigned by either party without the prior written consent of the other party.

17. Governing Law. This Lease shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Lease shall be brought in a state or federal court located in the County of San Diego, State of California.

18. Severability. If any section, subsection, sentence, clause, or phrase of this Lease or the application thereof to any of the parties is for any reason held invalid or unenforceable, the validity of the remainder of the Lease shall not be affected thereby and may be enforced by the parties to this Lease.

19. Amendments. This Lease may not be amended or modified except by a written instrument executed by both parties.

20. Interpretation. In interpreting this Lease, it shall be deemed that it was prepared jointly by the parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Lease or any provision thereof.

21. Landlord/Tenant. The relationship under this Lease between District and Rock Rose School, and the governing board members, agents, employees, and subcontractors of Rock Rose School in the performance of this Lease, shall be one of landlord/tenant, and no governing board members, agents, employees, or

subcontractors of Rock Rose School shall be deemed to be officers, employees, or agents of District.

22. Compliance with Applicable Laws and Regulations. During the term of this Lease, Rock Rose School agrees to comply with all federal, state, and local laws and regulations. All licenses, permits, notices, and certificates that are required to be maintained by Rock Rose School shall be in effect throughout the term of this Lease. Rock Rose School shall notify District in writing within five (5) days if any required license or permit is cancelled, suspended, or otherwise terminated, or if Rock Rose School becomes a party to any litigation or investigation by a regulatory agency that may interfere with the ability of Rock Rose School to perform its duties under this Lease.

23. Miscellaneous Provisions.

23.1 Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

23.2 Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of this Lease. All references to article and section numbers refer to articles and sections in this Lease.

23.3 Authority. Each individual signing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the entity for which he or she is signing.

23.4 Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

23.5 Further Assurances. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

23.6 Entire Lease. This Lease contains all of the Leases of the parties with respect to any matter covered or mentioned herein, and no prior Lease or understanding pertaining to any such matter shall be effective for any purpose.

23.7 Waiver. No delay or omission in the exercise of any right or remedy of District upon any default by Rock Rose School shall impair such right or remedy or be construed as a waiver of such default.

Dated: _____

Fallbrook Reginal Health District

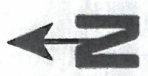
Dated: _____

Rock Rose School For Creative Learning

By: _____

By: _____

**ST. STEPHEN LUTHERAN CHURCH
1636 E. MISSION ROAD
FALLBROOK, CA 92028**



ST. RAY



NORTH STAGE COACH

EAST MISSION ROAD
ENTER

GUM TREE LANE

FALLBROOK
DOWNTOWN

6 Large Classrooms w/
Admin Office Space
and Bathrooms

Fellowship Hall
(Avail. for Rent
for Events)

Chapel
(Avail. for Rent
for Events)

ONE-WAY EXIT
ENTER

Playground
Areas

Parking (61 Spots)

Covered Outdoor
Picnic Benches

Basketball Court

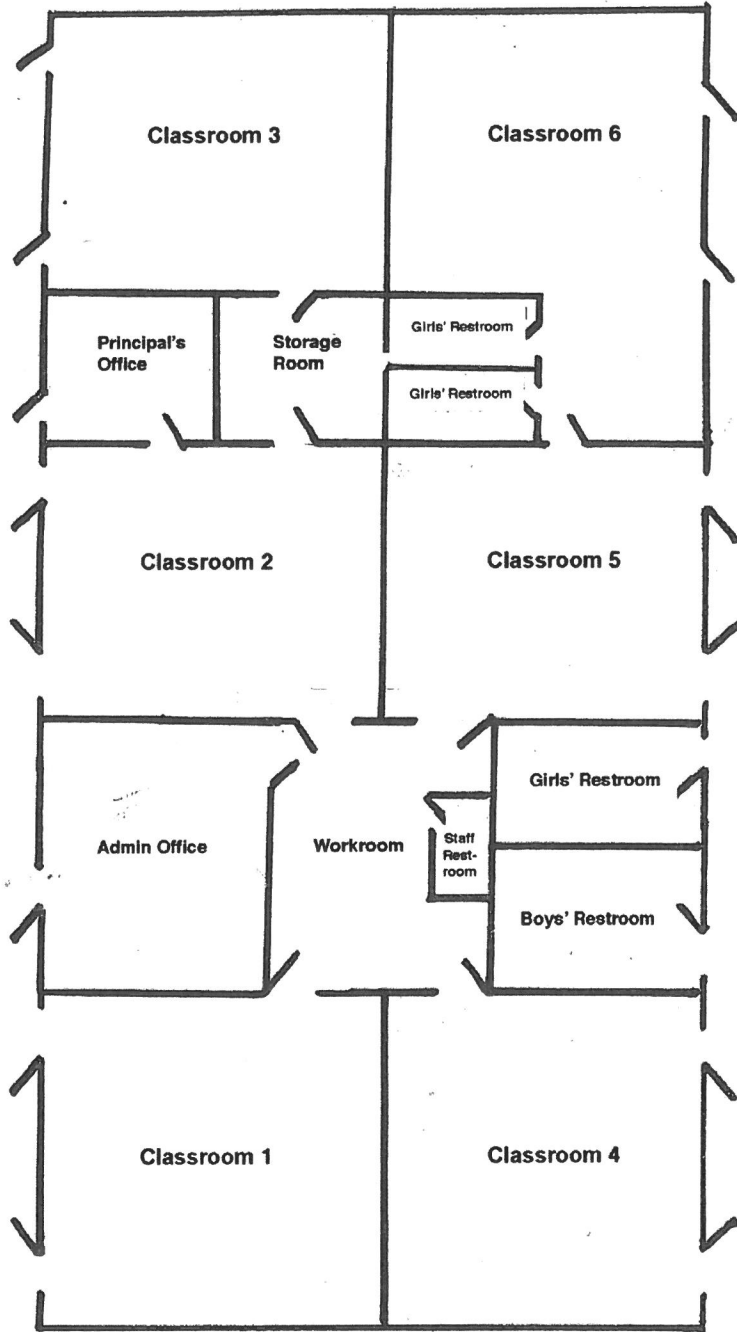
Large, Fenced
Field

Ample Gardening
Areas

Property
Steward's
House

Exhibit A

St. Stephen Lutheran School Building Floor Plan



INITIALS _____
INITIALS _____

INITIALS _____
INITIALS _____

ACTION ITEMS

G3.

Approval of Amendment to Lease with
MedPlus Urgent Care Up to One Year

**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 _____ day of June, 2019, by and between **Fallbrook Regional Health District**, a public entity organized and existing under Health & Safety Code section 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 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 twelve (12) calendar months commencing on later than July 1, 2019, and ending June 30, 2020.

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 2019 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 **Thirty-Three Thousand Six Hundred Dollars (\$33,600)**, payable in advance in the amount of Two Thousand Eight Hundred Dollars (\$2,800) 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 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, heating and air conditioning systems and components, 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 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 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 avoid, 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 (2) hours' notice of Landlord's intent to enter the Premises. Tenant shall have the opportunity to have a representative of Tenant accompany Landlord for the purpose of inspecting the Premises, to submit the 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 that 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, Chairman
Board of Directors

TENANT:

MedPlus

By: _____
Graydon Skeoch, M.D

ACTION ITEMS

G4.

Approval of Amendment to MOU with
MedPlus Urgent Care

**FALLBROOK REGIONAL HEALTH DISTRICT
MEMORANDUM OF UNDERSTANDING
WITH MedPlus URGENT CARE, INC.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into effective 8:00 a.m., July 1, 2019 (hereafter, the "Effective Date"), by and between Fallbrook Regional Health District (“District”), a health care district formed under California Health and Safety Code Sections 32000, et seq., and MedPlus, a Medical Corporation (“MedPlus”), a California corporation, which agree as follows:

A. District formerly owned Fallbrook Hospital, a general acute care hospital located at 624 E. Elder Street, Fallbrook, California, and remains the owner of an Outpatient Clinic Building (“Clinic Building”) located at 617 Alvarado Street, in Fallbrook, California.

B. Prior to the closure of Fallbrook Hospital in July 2015, District and A+ Urgent Care (“A+”) entered into a Memorandum of Understanding which memorialized District support for extended hours Urgent Care Services from A+, which services A+ provided continuously from the Clinic Building from April 2015 until May 31, 2018.

C. MedPlus is a successor-in-interest to A+ for operation of Urgent Care Services at the Clinic Building and was co-founded by Graydon Skeoch, one of the physician principals of A+ who established Urgent Care Services at the Clinic Building in Fallbrook.

D. As successor to A+, MedPlus has assumed full, independent operational control of the Urgent Care Services at the Clinic Building in Fallbrook, including providing extended hours Urgent Care Services.

E. District is authorized by the Health and Safety Code to provide assistance in the operation of one or more health facilities or health services, including but not limited to outpatient programs and services and facilities for the benefit of the District and the people served by the District. District desires to utilize this authority to provide temporary assistance in the operation of an urgent care service to ensure that such service will remain available to the residents of the District on an extended hours basis..

NOW, THEREFORE, the parties agree as follows:

SECTION 1: CONTINUATION OF URGENT CARE CLINIC

MedPlus will continue to operate Urgent Care Services originally established by A+ at the location within the Clinic Building (“the UCC”) and will do so at its sole expense and risk, including any and all licensing and certification, staffing, facilities, and operational fees and expenses. MedPlus will continue this effort on an ongoing basis. MedPlus will assume full ownership and control of the UCC, which ownership and control includes all operational and financial responsibility for the operation of the UCC.

SECTION 2: DISTRICT PARTICIPATION AND SUPPORT

2.1 District Participation. In consideration for the continued operation of the UCC by MedPlus, the District will provide temporary financial support to MedPlus to defray the costs associated with extended operating hours of the UCC (“Support”). The Support provided shall be in an amount not to exceed a total of Ninety Six Thousand Dollars (\$96,000), which sum shall be provided to MedPlus for the UCC in equal monthly installments of Eight Thousand Dollars (\$8,000), beginning with operations for the month of July 2019 and continuing until June 30, 2020, unless earlier terminated by one or more of the parties hereto. MedPlus understands, acknowledges, and agrees that this support shall be temporary in duration, and is intended to help with transitioning MedPlus into an independent operator of the UCC in all respects, including the provision of extended hours Urgent Care Services in the foreseeable future after the temporary support described herein from the District ceases.

2.2 MedPlus Agreement to Provide Extended Hours UCC Services. In consideration of the temporary financial support outlined in 2.1 above, MedPlus agrees that it will provide extended hours of service at the UCC, which will include continuous Urgent Care Services of not less than the following schedule: 9 a.m. to 7 p.m., Monday through Friday; and at least five (5) hours per day on Saturday and Sunday (“extended hours UCC services”). MedPlus agrees that it will provide these extended hours UCC services for not less than the seven (7) month duration of this MOU, and MedPlus further agrees that it will utilize best efforts to continue these extended hours UCC Services to the Fallbrook community thereafter, irrespective of the continued availability of District Support. MedPlus acknowledges that the Support is an accurate approximation of the costs it will incur in providing extended hours UCC services, and MedPlus agrees that it will periodically provide documentation to support such expenses upon District’s request to a degree and level of detail that is acceptable to the District Board in its sole, reasonable discretion, for purposes of documenting the cost of the extended urgent care services provided to the District community.

The Parties acknowledge that extended hours UCC Services shall also include five (5) hours of urgent care services for all of the following major Holidays:

1. New Year’s Day;
2. Memorial Day;
3. Independence Day;
4. Labor Day;
5. Thanksgiving Day;
6. Christmas Day.

SECTION 3: INDEPENDENT CONTRACTOR

In the performance of all services, duties, and other obligations under this MOU, MedPlus shall be, and at all times is, acting and performing as an independent contractor and MedPlus shall not be considered an employee, joint venturer, or partner of District for any purpose whatsoever. Except as required by law, District shall neither have nor exercise any control or direction over the methods by which MedPlus shall perform UCC services required under this MOU. Except as otherwise provided in Section 2 above, MedPlus shall not have a claim under this MOU or otherwise against District for compensation or financial support of any kind.

SECTION 4: COMPLIANCE WITH LAW

4.1 Laws and Regulations. District and MedPlus shall comply with all applicable provisions of law and other valid rules, regulations, and standards of all governmental agencies having jurisdiction over (i) the licensing of health care practitioners and (ii) the delivery of services to patients of governmentally-regulated, third party payors whose members/beneficiaries receive care from the new UCC. This shall specifically include compliance with any applicable provisions of the Health & Safety Code as well as Title 22 of the California Code of Regulations. MedPlus shall also comply with all applicable standards and regulations imposed by any and all governmental third party payors, including all Medicare conditions of participation, all patient privacy and confidentiality laws, and any and all state and federal laws prohibiting the furnishing of anything of value in exchange for referrals of patients for medical treatment and care, including without limitation the anti-kickback statutes, and the laws and regulations commonly referred to as the "Stark law," to the extent applicable.

SECTION 5: TERM AND TERMINATION

5.1 Term. The term of the MOU (the "Term") shall commence on the Effective Date and shall continue for twelve (12) months thereafter to June 30, 2020 (the "Termination Date"), unless terminated earlier pursuant to this section.

5.2 Termination for Cause.

(a) District shall be allowed to immediately terminate this MOU at any time that MedPlus shall cease to operate the UCC or cease to provide the extended hours UCC services prior to the expiration of the Term of this MOU. District shall be entitled to prorate the support amount described above in the event of any temporary suspension of the extended hours UCC services lasting longer than five (5) days in duration.

(b) MedPlus shall be allowed to immediately terminate this MOU and cease providing extended hours UCC services at any time that District should fail to timely provide the monthly Support outlined in Section 2.1 above. For purposes of this section, "timely provide" shall mean to provide the Support amount called for by the tenth (10th) of the month in which the monthly Support payment is due.

(c) "Cause" shall also include, without limitation, all of the following:

(1) Loss of MedPlus certification and/or licensure to practice medicine or provide services of the type contemplated by this MOU;

(2) The failure of MedPlus to abide by any state or federal laws or regulations applicable to the operation of an Urgent Care Service or outpatient medical clinic;

(3) Failure to abide by the terms and conditions of this Agreement.

5.3 Termination Upon Mutual Agreement. This MOU may be terminated at any time upon the written concurrence of both parties.

SECTION 6: DISPUTE RESOLUTION

In the event that any dispute arises between District and MedPlus relating to this MOU or arising out of or related to the validity, interpretation, enforcement or performance of this MOU, or otherwise arising out of the relationship between the parties or the termination of that relationship, either party may, by written notice, call a meeting regarding such dispute to be attended by an executive officer of each party who has the authority to negotiate and bind that party to a resolution. At the meeting, such officers shall attempt in good faith to resolve the dispute. If the dispute cannot be resolved within thirty (30) days from the date of the initial notice, and if any party wishes to pursue the dispute, the dispute shall be submitted to binding arbitration in accordance with the rules of the California Arbitration Act (Code Civ. Proc., § 1280 ff), with an arbitrator mutually agreed upon by the parties. If the parties cannot agree on an arbitrator within thirty (30) days after either party has demanded arbitration, either party may petition the Superior Court for the County of San Diego to appoint an arbitrator. The decision of the arbitrator(s) shall be a final and binding determination of the dispute (including injunctive relief) and shall be fully enforceable as an arbitration decision in any court having jurisdiction and venue over the parties. The arbitrator(s) shall have no power to award any punitive damages or exemplary damages or to ignore or vary the terms of this Agreement and shall be bound by controlling law. The arbitrator's decision shall be provided to the parties in writing and shall succinctly set forth the arbitrator's findings of fact, conclusions of law, and remedy, if any. The costs of such arbitration shall be shared equally by both District and MedPlus, and each party shall pay its own legal expenses incident to such arbitration.

SECTION 7: NOTICES

7.1 Notices. Any notices or other communications permitted or required by this MOU shall be deemed made on the day personally delivered in writing or three (3) days after mailed by certified mail or first class mail, postage prepaid, to the other party at the address set forth below or to such other persons and addresses as either party may designate in writing:

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

If to MedPlus: MedPlus, a Medical Corporation
43525 Calle de Velardo
Temecula, CA 92592
Attention: Graydon Skeoch, M.D.

SECTION 8: INDEMNIFICATION

MedPlus agrees that it will defend, indemnify and hold harmless the District and its directors, officers, employees and staff from and against any claims, demands, causes of action, or any other demands for compensation or payment arising out of or related to the operation of the Urgent Care Clinic by MedPlus.

Though it shall not limit its obligations under the foregoing paragraph, MedPlus agrees that it shall keep and maintain adequate insurance for its professional liability, property and casualty, and agrees to furnish District with proof of same.

SECTION 9: MISCELLANEOUS PROVISIONS.

9.1 Governing Law. This MOU shall be construed and enforced in accordance with the laws of California.

9.2 Waiver. No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

9.3 Force Majeure. Neither party shall be liable or be deemed in default of this MOU for any delay nor failure to perform caused by Acts of God, war, disasters, strikes, or any similar cause beyond the control of either party.

9.4 Severability. In the event that any part or parts of this MOU are held to be unenforceable, the remainder of this MOU shall still remain in effect.

9.5 Assignment. Subject to the prohibition contained in this paragraph, this MOU shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. MedPlus shall not assign or delegate any of its rights or obligations under this MOU except to a successor in interest to MedPlus. For purposes of this MOU, "successor in interest" shall mean corporation, LLC or other entity in which any member or owner of MedPlus holds more than 50% of the outstanding voting capital stock, or other means of control. Any other assignment or delegation is expressly prohibited.

9.6 Entire Agreement. This MOU supersedes any previous contracts between the parties and constitutes the entire agreement between the parties. Both parties acknowledge that any statements or documents not specifically referenced and made a part of this MOU shall not have any effectiveness.

9.7 No Third Party Rights. The parties do not intend the benefits of this MOU to inure to any third person not a signatory to this MOU. Notwithstanding anything contained herein, or any conduct or course of conduct by any party to this MOU before or after signing this MOU, this MOU shall not be construed as creating any right, claim or cause of action against either party by any person or entity not a party to this MOU.

9.8 Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.9 Amendments. Any amendments to this MOU shall be made only in writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed the MOU as of the date above first written.

“MedPlus”:

MedPlus, a Medical Corporation

By _____
Graydon Skeoch, M.D.

“District”:

FALLBROOK REGIONAL HEALTH DISTRICT
A California Healthcare District

By _____
Howard Salmon
Board Chairman

ACTION ITEMS

G5.

Approval of July 5th – Float Holiday

EXHIBIT "B"

DISTRICT OBSERVED HOLIDAYS

1. New Years Day
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day*
8. Veteran's Day
9. Thanksgiving Day
10. Admissions Day*
11. Christmas Day

*Employee shall be permitted, with the prior express consent of the Board of Directors, to "float" designated holidays to coincide with other calendar dates, not to exceed more than two (2) consecutive holidays from work in any given calendar month. Current practice is to float the designated holidays for use on the day after Thanksgiving Day, and Christmas Eve Day (December 24).

ACTION ITEMS

G6.

Consideration of Consulting Agreement with
Rob Holmes for construction oversight services

CONSULTING AGREEMENT

This Consulting Agreement (Agreement) is entered into by and between Fallbrook Regional Health District (District), a public agency organized and operating pursuant to California Health & Safety Code sections 32000 et seq., and Rob Holmes (Consultant), as follows:

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

A. The District desires that Consultant provide construction oversight services to oversee the Sidewalk Project on the N/O of East Elder Street E/O of South Brandon Road in Fallbrook, California (the Project), which will be constructed by L.C. Paving & Sealing Inc. (Contractor).

B. Consultant is a former General Manager of a Community Services District with substantial experience in overseeing road and sidewalk construction projects.

C. The District would like to utilize Consultant's services in providing construction oversight services for District on the Project in accordance with the terms and conditions of this Agreement.

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

1. CONSULTANT'S SERVICES

1.1 Services. Consultant shall provide the professional services necessary to oversee the Contractor's work on the Project, including attending a pre-construction meeting, coordination of the inspections with the County and to generally oversee that Contractor is satisfactorily progressing on the Project. Consultant will also approve and advise District of all progress payments to Contractor.

1.2 Performance Standard. Consultant shall perform the Services with efficiency and diligence and shall execute oversight services in a skillful, competent and thorough manner.

2. FEES AND PAYMENTS.

2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Consultant on an hourly basis at a rate of \$125.00 per hour.

2.2 Invoices. Consultant shall deliver an invoice to District no later than the 10th day of each month for Services and any authorized Additional Services provided for the prior calendar month.

(a) If District reasonably determines that Consultant's invoice lacks sufficient information, it shall be returned to Consultant, but in no event later

than seven (7) days after receipt, accompanied by a written statement setting forth the basis for the District's determination.

2.3 Payment. The District shall remit payment for all amounts due to Consultant within thirty (30) days after receipt of invoices; provided, however, in the event District disputes any portion of Consultant's invoice, it shall timely pay any undisputed amounts invoiced and notify Consultant within thirty (30) days of its receipt of the invoice of the specifics of any disputed amounts.

3. TERM.

The term of this Agreement shall run approximately sixty (60) days from the start of construction on the Project by Contractor.

3.1 Termination for Convenience. District may at any time, in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing notice to Consultant of its intention to terminate the Agreement for convenience at least ten (10) days before the effective date of termination. So long as the Consultant is not in default under this Agreement at the time of such termination, District shall pay Consultant all amounts owed up until the time of termination.

4. INDEPENDENT CONTRACTOR.

District has retained Consultant to provide, and Consultant shall perform, the Services as an independent contractor. Both parties acknowledge that Consultant is not an employee of the District.

5. NOTICES.

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

To: District
Fallbrook Reginal Health District
Attention: Rachel Mason, CEO
138 S. Brandon Road
Fallbrook, California 92028

To: Consultant
Rob Holmes

San Marcos, CA 92069

6. MISCELLANEOUS PROVISIONS.

6.1 Venue. Venue shall lie only in the federal or state courts in the County of San Diego, State of California.

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

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

This Agreement is entered into in San Diego County, California.

Fallbrook Reginal Health District

Consultant

By: _____
Howard Salmon, President
Board of Directors

By: _____
Rob Holmes

Dated: _____

Dated: _____

ACTION ITEMS

G7.

Consideration and Approval of Roofing Specifications
– 1636 Mission, 617 Alvarado, 138 Brandon

Administrative Building
138 S. Brandon Rd., Fallbrook

Med+ Urgent Care
(formerly A+ Urgent Care)
617 E. Alvarado St., Fallbrook

Fallbrook Regional Health

Request for Proposal

June ____, 2019

Dear Contractor:

The Fallbrook Regional Health Department would like to invite you to provide a competitive proposal for their roofing project. Please provide a proposal package based on the provided documents in this Request for Proposal. Enclosed you will find the bid instructions and bidding documents.

Fallbrook Regional Health:
617 Alvarado St, Fallbrook
138 S. Brandon Rd, Fallbrook

Wendy Lyon will be your main point of contact during the bidding process. *Wendy* can be reached via email or phone at bookkeeper@fallbrookhealth.org or 760.390.9380. Please notify *Wendy* with your intention to bid by XX/XX/19.

Our bid schedule is as follows:

1. Request for proposal issued: XX/XX /19
2. Proposal due: XX/XX/19

Thank You,

Wendy Lyon, Fallbrook Regional Health Department

Bid Instructions

- 1. Contractor Representations**
 - 2. Interpretation or Correction of Bidding Documents**
 - 3. Bid Preparation**
 - 4. Additional Project Requirements**
 - 5. Consideration of Bids**
 - 6. Bid Form**
-

1. Contractor Representations

The Contractor by making a bid represents that:

The Contractor has read and understands the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

The Bid is made in compliance with the Bidding Documents.

The Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Contractor's personal observations with the requirements of the Bidding Documents.

The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception. *Alternates to the products specified herein may be considered, please provide like in kind manufactures back-up with any alternate bids submitted.*

Warranty:

Contractor to provide proposed warranty

2. Interpretation or Correction of Bidding Documents

Contractors requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Contract Administrator, Wendy Lyon by XX/XX/19.

Interpretations, corrections, and changes of the Bidding Documents made by any other manner will not be binding, and Contractors shall not rely upon them.

Quantities provided in the Bidding Documents where applicable are intended for bid evaluation purposes only.

3. Bid Preparation

Bids shall be completed and submitted on the forms included with the Bidding Documents. Along with the bid form, please provide the following documents:

- References
 - o List, at least, three projects you have completed within the past three years that are similar to this project.

- Preliminary Schedule and Phasing Plan
- Insurance
 - o Provide insurance coverage
- Safety Program
 - o Provide your safety program; how you will ensure the safety of both your crew and residents.
- Quality Control Program
 - o Provide your Quality Control processes and procedures
- Communication Program
 - o Provide your communication program; how you will communicate with Owners during the re-roof process.

4. Additional Project Requirements

- All work shall be done during the hours XXX and XXX on XXX days of the week.
- Contractor shall keep all work areas clean, safe and clearly marked with caution tape and cones to insure the safety of the residents and employees.
- Contractor shall emphasize good housekeeping practices at all times exercising extreme caution to protect all personnel and facility.
- Materials, storage containers, etc. shall be placed in such location(s) on the property as designated by Owner and locked at all times. Please submit a staging plan for each building for consideration and/or approval.
- Contractor shall remove and dispose of all debris from property as a result of all work performed, prior to leaving the job site at the end of each day.
- Contractor shall provide insurance, Contractor licenses and contact information for any Sub-Contractors or Company employees used on this project prior to starting work.
- All workers on site are required to have Contractor company uniform and identification cards or tags at all times.
- Contractor required to provide Owner an updated weekly schedule at a time mutually agreed upon in writing.
- Any worker on site is required to utilize contractor supplied restroom facilities on site and refrain from using any toilet facilities on premises unless otherwise agreed upon in writing with Owner.
- Protection of the premises: Contractor shall be required to properly protect the areas of the Premises where the work is being performed. For the purposes for this requirement, “properly protect” shall include, without limitation, tarping in a watertight condition and taking any reasonable measures necessary to protect the interiors of the building upon which the work shall be performed or areas of the premises adjacent to where the work shall be performed. This responsibility shall include, but not be limited, to requiring that Contractor to take commercially reasonable measures to ensure that the common area and/or the interior

of the premises including the units shall not be damaged by any form of water intrusion occurring in connection with the work. If the contractor does not properly protect the work areas where the work is being performed, the Contractor shall be fully responsible and liable for any interior damage to any common areas and to any unit located within the premises resulting directly or indirectly from the performance of the work. Such repairs and/or replacements shall be without cost to property owner, and shall be made as soon as possible, but in no event (7) days after said request. Notwithstanding and foregoing, all emergency repairs shall commence within twenty-four (24) hours after demand for such repairs

- Attach your firms labor and materials rate sheet for reference on all Change Orders. Rate sheet shall include (at a minimum) unit price as outlined on bid form.

Safety:

- Contractor shall have on-site at all times a foreman possessing knowledge of OSHA policies and procedures and have a completed Job Safety plan.
- Contractor agrees to the following:
 - o First safety violation will result in an email warning
 - o Second safety violation will result in a fine equal to 1.5% of the contract value
 - o Third safety violation will result in work stoppage – work stoppage due to safety violations may result in contract cancelation.

5. Consideration of Bids

Selection will be an award based on best value to the Client that includes several criteria and not just lowest price. The criteria include consideration for the contractor's:

1. Past performance
2. Company Qualifications
3. Management procedures
4. Price

The Owner shall have the right to reject any or all Bids and to negotiate either contract terms and conditions, or price with the selected Contractor. A Bid which is in any way incomplete or irregular is subject to rejection.

6. Work

The work to be done on this project includes furnishing all materials, labor, tools, equipment, scaffolding, lifts and all other necessary equipment, supplies, and services to perform a complete and thorough job. Each item or area in these specifications is described by the most commonly used name, and contractor shall inform himself of these areas that are being repaired. Contractor shall be responsible for requesting prompt clarification when instructions are lacking or unclear. All permits shall be the responsibility of bidder. Owner will reimburse bidder for permit costs.

SCOPE OF WORK: 138 S. Brandon Road, Fallbrook and 617 Alvarado Street, Fallbrook

Please provide pricing for full replacement of the flat roofs at both of the addresses listed above. Pricing to be based on the detailed Sikaplan Mechanically-attached thermoplastic membrane specification below.

MECHANICALLY-ATTACHED THERMOPLASTIC MEMBRANE ROOFING

PART 1 - GENERAL CONDITIONS

1.01 DESCRIPTION

A. Scope

1. The extent of the PVC roofing system work is defined to include roofing, flashing, and roofing accessories integrally related to roofing installation.
2. Contractor shall coordinate with all other trades that directly influence the roof system application to provide a watertight installation of all roof membrane and roof flashings.
3. Contractor shall verify condition of substrate, curbs, penetrations, flashings, equipment supports, etc. and shall notify the owner of any discrepancies in the scope of work prior to commencement of roofing.

B. Related Work

The work includes but is not limited to the installation of:

1. Removal of Existing BUR Roofing down to the plywood deck.
2. Substrate Preparation
3. Protection Board
4. Roof Membrane
5. Fasteners
6. Adhesive for Flashing
7. Roof Membrane Flashings
8. Walkways
9. Metal Flashings

C. Upon successful completion of work the following warranties may be obtained:

1. Membrane Manufacturer System Warranty
2. Applicator Warranty

1.02 QUALITY ASSURANCE

- A. This system shall be applied only by a Roofing Contractor authorized by the membrane manufacturer. ("Approved Applicator").**

- B. Upon completion of the installation and the delivery to Sika Corporation by the Applicator of certification that all work has been done in strict accordance with the contract specifications and Sika Corporation's requirements, a Sika Corporation Technical Service Representative will review the installed roof system wherever a System Warranty has been specified.
- C. **There shall be no deviation made from the Project Specification or the approved shop drawings without prior written approval by the Owner, the Owner's Representative and the membrane manufacturer.**
- D. **All work pertaining to the installation of specified membrane and flashings shall only be completed by Applicator personnel trained and authorized by the membrane manufacturer in those procedures.**
- E. **Membrane to have no formulation changes in the last (15) years as certified by the manufacturer.**
- F. **Manufacturer's warranty shall have "No Dollar Limit" for the replacement of defective materials and/or labor and shall not contain Any exclusion for ponding water.**
- G. **Membrane manufacturer to confirm in writing that they directly manufacture the roofing membrane (private labeled membranes are not acceptable).**

1.03 SUBMITTALS

- A. Submittals of Specified Material

At the time of award, the Applicator shall submit to four (4) copies of the following:

1. Samples of each primary component to be used in the roof system and the manufacturer's current literature for each component.
2. Sample copy of Manufacturer's 20-year System Warranty.
3. **Sample copy of Applicator's 10-year Workmanship Warranty.**
4. Certification from the Applicator that the system specified meets all identified code and insurance requirements as required by the Specification.
5. Material Safety Data Sheets (MSDS)

- B. Submittals of Equals

Submit proposed equals to be considered for use on this project no less than ten (10) days prior to bid date. Proposed roof systems which have been reviewed and accepted will be listed in an addendum prior to bid date; only then will roof systems be accepted at bidding.

- C. Submittals shall include the following:

1. Copies of Specification.
2. Samples of each primary component to be used in the roof system and the manufacturer's current literature for each component.
3. Sample copy of Manufacturer's warranty, must meet all requirements as outlined in Quality Assurance 1.02-F and Warranty 1.08-A.
4. Sample copy of Applicator's warranty.
5. Submit documentation that materials and system meet the standards as set forth by Quality Assurance 1.02A through G.
6. Certifications by manufacturers of roofing and insulating materials that all materials supplied comply with all requirements of the identified ASTM and industry standards or practices and requirements of this specification including warranty requirements.
7. Certification from the Applicator that the system specified meets all identified code and insurance requirements as required by the Specification.
8. Letter from the proposed manufacturer confirming the number of years it has DIRECTLY manufactured the proposed roof system under the trade names and/or trademarks as proposed.
9. Material Safety Data Sheets (MSDS)

1.04 **CODE REQUIREMENTS**

The applicator shall submit evidence that the proposed roof system meets the requirements of the local building code and has been tested and approved or listed by the following test organizations. These requirements are minimum standards and no roofing work shall commence without written documentation of the system's compliance, as required in the "Submittals" section of this specification.

A. Factory Mutual Research Corporation (FM) - Norwood, MA

1. Class 1-60 (guideline)

B. Underwriters Laboratories, Inc. - Northbrook, IL

1. Class A assembly

1.05 **PRODUCT DELIVERY, STORAGE AND HANDLING**

A. All products delivered to the job site shall be in the original unopened containers or wrappings bearing all seals and approvals.

B. Handle all materials to prevent damage. Place all materials on pallets and fully protect from moisture.

- C. Membrane rolls shall be stored lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Unvented polyethylene tarpaulins are not accepted due to the accumulation of moisture beneath the tarpaulin in certain weather conditions that may affect the ease of membrane weldability.
- D. As a general rule all adhesives shall be stored at temperatures between 40° F and 80° F. Read instructions contained on adhesive canister for specific storage instructions.
- E. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material manufacturer/supplier.

1.06 **JOB CONDITIONS**

- A. Roofing materials may be installed under certain adverse weather conditions but only after consultation with the manufacturer, as installation time and system integrity may be affected.
- B. Only as much of the new roofing as can be made weathertight each day, including all flashing and detail work, shall be installed. All seams shall be heat welded before leaving the job site that day.
- C. All surfaces to receive new membrane or flashings shall be dry. Should surface moisture occur, the Applicator shall provide the necessary equipment to dry the surface prior to application.
- D. All new and temporary construction, including equipment and accessories, shall be secured in such a manner as to preclude wind blow-off and subsequent roof or equipment damage.
- E. Uninterrupted waterstops shall be installed at the end of each day's work and shall be completely removed before proceeding with the next day's work. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with the finished roof as the installation progresses. Contaminated membrane shall be replaced at no cost to the Owner.
- F. The Applicator is cautioned that certain roofing membranes are incompatible with asphalt, coal tar, heavy oils, roofing cements, creosote and some preservative materials. Such materials shall not remain in contact with PVC membranes. The Applicator shall consult the membrane manufacturer regarding compatibility, precautions and recommendations.
- G. Arrange work sequence to avoid use of newly constructed roofing as a walking surface or for equipment movement and storage. Where such access is absolutely required, the contractor requiring access shall provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent areas. A substantial protection layer consisting of plywood over 9 oz. felt or plywood over insulation board shall be provided for all new and existing roof areas that receive rooftop traffic during construction.
- H. Prior to and during application, all dirt, debris and dust shall be removed from surfaces by vacuuming, sweeping, blowing with compressed air and/or similar methods.

- I. The Applicator shall follow all safety regulations as required by OSHA and any other applicable authority having jurisdiction.
- J. All new roofing waste material (i.e., scrap roof membrane, empty cans of adhesive) shall be immediately removed from the site by the Applicator and properly transported to a legal dumping area authorized to receive such material.
- K. The Applicator shall take precautions that storage and/or application of materials and/or equipment does not overload the roof deck or building structure.
- L. Flammable adhesives and deck primers shall not be stored and not be used in the vicinity of open flames, sparks and excessive heat.
- M. All rooftop contamination that is anticipated or that is occurring shall be reported to the membrane manufacturer to determine the corrective steps to be taken.
- N. The Applicator shall verify that all roof drain lines are functioning correctly (not clogged or blocked) before starting work. Applicator shall report any such blockages in writing (letter copy to the membrane manufacturer) to the Owner's Representative for corrective action prior to the installation of the PVC roof system.
- O. Site cleanup, including both interior and exterior building areas that have been affected by construction, shall be completed to the Owner's satisfaction.
- P. The PVC membrane shall not be installed under the following conditions without consulting the membrane manufacturer's Technical Department for precautionary steps:
 1. The roof assembly permits interior air to pressurize the membrane underside.
 2. Any exterior wall has 10% or more of the surface area comprised of opening doors or windows.
 3. The wall/deck intersection permits air entry into the wall flashing area.
- Q. PVC membranes are slippery when wet or covered with snow, frost, or ice. Working on surfaces under these conditions is hazardous. Appropriate safety measures must be implemented prior to working on such surfaces. Always follow OSHA and other relevant fall protection standards when working on roofs.

1.07 BIDDING REQUIREMENTS

A. Pre-Bid:

ADM to participate?

1.08 WARRANTIES

A. Membrane Manufacturer's 20 Year System Warranty

1. Upon successful completion of the work to the membrane manufacturer's satisfaction and receipt of final payment, the 20 Year System Warranty shall be issued. The warranty shall have "No Dollar Limit" for the replacement of defective materials and/or labor and shall not contain any exclusion for ponding water for any length of time.

C. Owner Responsibility

1. Owner shall notify both the membrane manufacturer and the Applicator of any leaks as they occur during the time period when both warranties are in effect.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The basis of design for the roof system is Sika Sarnafil or equal. Equals must comply with Quality Assurance section 1.02 and Submittal section 1.03B.

2.02 MEMBRANE

- A. **Sika Sarnafil polyester reinforced membrane with a lacquer coating. Other manufacturers offering acceptable products include the following:**

1. Or Equal

- B. **Membrane shall conform to ASTM D4434 (latest version), "Standard for Polyvinyl Chloride Sheet Roofing". Classification: Type III, Grade I.**

1. **Sika Sarnafil, 60 mil minimum, thermoplastic membrane with polyester reinforcement.**

C. Color of Membrane

1. **White**

2.03 FLASHING MATERIALS

- A. Wall/Curb Flashing

1. PVC Flashing Membrane

A 60 mil fiberglass reinforced membrane available adhered to approved substrate using VOC compliant adhesive. Color shall match field membrane.

2. G459 Flashing Membrane

An asphalt-resistant, fiberglass reinforced membrane adhered to approved substrate using Sarnacol adhesive. Available color, white.

3. Sarnaclad

A PVC-coated, heat-weldable sheet metal capable of being formed into a variety of shapes and

profiles. Sarnaclad is a 25 gauge, G90 galvanized metal sheet with a 20 mil unsupported Sarnafil membrane laminated on one side. The dimensions of Sarnaclad are 4 ft x 10 ft.

B. Miscellaneous Flashing

1. Reglet Termination Bar

A heavy-duty, extruded aluminum flashing termination reglet used at walls and large curbs. Reglet termination bar is produced from 6063-T5, 0.10 inch - 0.12 inch thick extruded aluminum. The Reglet has a 2¼ inch deep profile, and is provided in 10 foot lengths. Use prefabricated reglet mitered inside and outside corners where walls intersect.

2. Universal Stack

A 60 mil thick prefabricated stack/pipe boot injection molded.

3. Inside and Outside Corners

A 60 mil thick prefabricated inside and outside corner injection molded.

4. Multi-Purpose Sealant

A proprietary sealant used at flashing terminations. Consult Product Data Sheet for additional information.

5. VOC Compliant Solvent Based Adhesive

A VOC compliant adhesive used to attach membrane to flashing substrate.

2.04 PROTECTION BOARD

A. DensDeck®

A siliconized gypsum, fire-tested hardboard with glass-mat facers. DensDeck is provided in a 4 ft x 8 ft board size and in thicknesses of ¼".

2.05 ATTACHMENT COMPONENTS

A. Sikaplan Disc: A 2-3/8 inches diameter high strength plate used with a Sarnafastener to attach the roof membrane to steel and wood roof decks.

B. Sarnafastener #15 XP: #15 corrosion-resistant fastener used with Sarnaplates to attach insulation and/or roof boards to steel roof decks. Sarnafastener #15 XP has a shank diameter of approximately 0.21 inch and the thread diameter is approximately 0.26 inch. The driving head has a diameter of approximately 0.435 inch with a #3 Phillips recess for positive engagement.

- C. Sarnadisc XPN: A high strength linear plate used with a Sarnafastener to attach Sarnafil fastened roof membrane to steel, wood or concrete roof decks. Sarnadisc XPN is an 18 gauge, 1-1/2 by 3-3/4 inch corrosion resistant steel plate.
- D. Sarnaplate: Used with the #12 fasteners to attach protection and insulation boards to roof deck. The cover board plate is a 3 inch square 26 gauge stamping of SAE 1010 steel with an AZ 55 Galvalume coating.
- E. Sarnafastener #12: A #12 corrosion-resistant fastener used with plates to attach protection and insulation boards to steel or wood roof decks. The #12 fastener has a modified buttress thread, a shank diameter of approximately 0.168 inch and a thread diameter of approximately 0.214 inch. The driving head has a diameter of approximately 0.435 inch with a #3 Phillips recess for positive engagement
- F. Peel stop: An extruded aluminum, low profile bar used with certain fasteners to attach to the roof deck or to walls/curbs at terminations, penetrations and at incline changes of the substrate. Peel stop is a 1 inch wide, flat aluminum bar 1/8 inch thick that has predrilled holes every 6 inches on center

2.09 WALKWAY PROTECTION

- A. Walk Tread: A polyester reinforced, 0.096 inch, weldable membrane with surface embossment similar to a chevron pattern. Used as a protection layer from rooftop traffic. Sarnatred-V is supplied in rolls of 39 inches wide and 50 feet long.

2.10 MISCELLANEOUS ACCESSORIES

- A. Aluminum Tape: A 2 inch wide pressure-sensitive aluminum tape used as a separation layer between small areas of asphalt contamination and the membrane and as a bond-breaker under the coverstrip at the PVC Clad joints.
- A. **PVC Cleaner: A high quality solvent cleaner used for the general cleaning of residual asphalt, scuff marks, etc., from the membrane surface. PVC Cleaner is also used daily to clean seam areas prior to hot-air welding in tear off or dirty conditions or if the membrane is not welded the same day it is unrolled.**
- B. Multi-Purpose Butyl Tape: A high performance sealant tape used with metal flashings as a preventive measure against air and windblown moisture entry. Also used as sealant tape for the air/vapor barrier.

2.11 SEALANTS

- A. Multi-Purpose Sealant (for termination details).
- B. **Two Part urethane sealant.**

C. Depending on substrates, the following sealants are options for temporary overnight tie-ins:

1. Two Part urethane sealant.
2. Multiple layers of roofing cement and felt.
3. Spray-applied, water-resistant urethane foam.
4. Mechanical attachment with rigid bars and compressed sealant.

2.12 MISCELLANEOUS FASTENERS AND ANCHORS

- A. All fasteners, anchors, nails, straps, bars, etc. shall be post-galvanized steel, aluminum or stainless steel. Mixing metal types and methods of contact shall be assembled in such a manner as to avoid galvanic corrosion. Fasteners for attachment of metal to masonry shall be expansion type fasteners with stainless steel pins. All concrete fasteners and anchors shall have a minimum embedment of 1¼ inch and shall be approved for such use by the fastener manufacturer. All miscellaneous wood fasteners and anchors used for flashings shall have a minimum embedment of 1 inch and shall be approved for such use by the fastener manufacturer.

PART 3- EXECUTION

3.01 PRE-CONSTRUCTION CONFERENCE

- A. The Applicator, Owner's Representative and Manufacturer shall attend a pre-construction conference.
- B. The meeting shall discuss all aspects of the project including but not limited to:**
1. Safety
 2. Set up
 3. Construction schedule
 4. Contract conditions
 5. Coordination of the work

3.02 SUBSTRATE PREPARATION

The roof deck and existing roof construction must be structurally sound to provide support for the new roof system. The Applicator shall load materials on the rooftop in such a manner as to eliminate risk of deck overload due to concentrated weight. The Owner's Representative shall ensure that the roof deck is secured to the structural framing according to local building code and in such a manner as to resist all anticipated wind loads in that location.

- A. Reroofing with Removal of Existing Bitumen Roofing**
1. Wood Deck:
 - a) **Non-FM Approved Wood Deck - All rotted or deteriorated wood shall be removed and replaced. The deck thickness shall be 1-1/2 inch minimum lumber or 15/32 plywood or match existing deck if**

greater. Deck type and attachment shall conform to local code requirements. Fastener heads shall be recessed into the wood surface.

3.03 SUBSTRATE INSPECTION

- A. A dry, clean and smooth substrate shall be prepared to receive the PVC roof system.
- B. **The Applicator shall inspect the substrate for defects such as excessive surface roughness, contamination, structural inadequacy, or any other condition that will adversely affect the quality of work.**
- C. **The substrate shall be clean, smooth, dry, free of flaws, sharp edges, loose and foreign material, oil and grease. Roofing shall not start until all defects have been corrected.**
- D. **All roof surfaces shall be free of moisture.**
- E. **Roofing membrane shall be applied over compatible and accepted substrates only.**

3.04 PROTECTION AND INSULATION BOARD INSTALLATION

- A. Protection and insulation board shall be installed according to manufacturer's instructions.
- B. **Protection and insulation board shall be neatly cut to fit around penetrations and projections.**
- C. **Do not install more protection and insulation board than can be covered with membrane by the end of the day or the onset of inclement weather.**
- D. **Mechanical Attachment**
 - 1. Insulation shall be mechanically fastened to the deck with approved fasteners and plates at a rate according to the insulation manufacturer's and Sika Sarnafil's recommendations for fastening rates and patterns. The quantity and locations of the fasteners and plates shall also cause the insulation boards to rest evenly on the roof deck/substrate so that there are no significant and avoidable air spaces between the boards and the substrate. Each insulation board shall be installed tightly against the adjacent boards on all sides.
 - 2. Fasteners are to be installed consistently in accordance with fastener manufacturer's recommendations. Fasteners are to have minimum penetration into structural deck recommended by the fastener manufacturer and Sika Sarnafil.
 - 3. Use fastener tools with a depth locator and torque-limiting attachment as recommended or supplied by fastener manufacturer to ensure proper installation.

3.05 INSTALLATION OF MEMBRANE

A. The surface of the substrate shall be inspected prior to installation of the PVC roof membrane. The substrate shall be clean, dry, free from debris and smooth with no surface roughness or contamination. Broken, delaminated, wet or damaged protection boards shall be removed and replaced.

B. Membrane Attachment:

1. Sika Sarnafil membrane is to be attached with Sarnafasteners according to Sarnafil's requirements.
2. Membrane overlaps shall be shingled with the flow of water where possible.
3. Sika Sarnafil full-width rolls shall be fastened perpendicular to the direction of the steel deck flutes, wood plank, precast or cementitious wood fiber panel where possible.
4. **Tack welding of PVC full or half-width rolls for purposes of temporary restraint during installation is not permitted.** Consult Sarnafil's Technical Department for further information.

C. Perimeter and Corner Area

1. Over the properly installed and prepared substrate surface, PVC half-width rolls are to be installed either parallel or perpendicular to the entire perimeter edge according to FM guidelines. The number of adjacent half-rolls will be determined by building height and width and other conditions according to FM guidelines and Sarnafil Technical. Sarnafasteners and Sarnadiscs are installed along the edge of the membrane on the fastening line at a spacing determined by Sarnafil and the Owner's Representative/Designer. Sarnadisc and Sarnadisc-XPN are held-back 1 inch from the outer edge of the membrane. The adjacent half-roll is positioned to overlap the fastened edge of the first half-roll by 5-1/2 inches for Sarnadisc and Sarnadisc-XPN, in accordance with the overlap lines marked on its edge. The 5-1/2 inch overlap will allow the top membrane to extend 2-1/2 inches past the Sarnadisc and Sarnadisc-XPN for heat-welding. Fasteners shall clamp the PVC membrane tightly to the substrate. In corner areas where perimeter half-rolls intersect, add rows of Sarnafasteners and Sarnadiscs over the top the half-rolls and weld a (PVC) coverstrip above them for watertightness.

D. Interior Area

1. Over the properly installed and prepared substrate surface, PVC full-width rolls are to be installed perpendicular to the steel deck flutes, wood plank or wood or concrete panels. Sarnafasteners and Sarnadiscs are installed along the edge of the membrane on the fastening line at a spacing determined by Sarnafil and the Owner's Representative/Designer. Sarnadisc and Sarnadisc-XPN are held-back 1 inch, from the outer edge of the membrane. The adjacent full-roll is positioned to overlap the fastened edge of the first full-roll by 5-1/2 inches for Sarnadisc and Sarnadisc-XPN, in accordance with the overlap lines marked on its edge. The 5-1/2 inch overlap will allow the top membrane to extend 2-1/2 inches past the Sarnadisc and Sarnadisc-XPN for heat-welding. Fasteners shall clamp the PVC membrane tightly to the substrate. See Detail Drawings.
2. Hot-air weld overlaps according to Sarnafil's requirements. Seam test cuts shall be taken at least 2 times per day.

3.07 [HOT-AIR WELDING OF SEAM OVERLAPS](#)

A. General

1. All seams shall be hot-air welded. Seam overlaps should be 5-1/2 inches wide for Sarnadisc and Sarnadisc-XPB, 7 inches wide for Sarnadisc-MAXLoad and 3 inches for Rhino Bond systems when automatic machine-welding and 4 inches wide when hand-welding, except for certain details.
2. Welding equipment shall be provided by or approved by the membrane manufacturer. All mechanics intending to use the equipment shall have successfully completed a training course provided by the membrane manufacturer's Technical Representative prior to welding.
3. All membrane to be welded shall be clean and dry.

B. Hand-Welding

1. Hand-welded seams shall be completed in two stages. Hot-air welding equipment shall be allowed to warm up for at least one minute prior to welding.
2. The back edge of the seam shall be welded with a narrow but continuous weld to prevent loss of hot air during the final welding.
3. The nozzle shall be inserted into the seam at a 45 degree angle to the edge of the membrane. Once the proper welding temperature has been reached and the membrane begins to "flow," the hand roller is positioned perpendicular to the nozzle and rolled lightly. For straight seams, the 1-1/2 inch wide nozzle is recommended for use. For corners and compound connections, the 3/4 inch wide nozzle shall be used.

C. Machine Welding

1. Machine welded seams are achieved by the use of the membrane manufacturer's automatic welding equipment. When using this equipment, Manufacturer's instructions shall be followed and local codes for electric supply, grounding and over current protection observed. Dedicated circuit house power or a dedicated portable generator is recommended. No other equipment shall be operated simultaneously off the generator.
2. Metal tracks may be used over the deck membrane and under the machine welder to minimize or eliminate wrinkles.

D. Quality Control of Welded Seams

1. The Applicator shall check all welded seams for continuity using a rounded screwdriver. Visible evidence that welding is proceeding correctly is smoke during the welding operation, shiny membrane surfaces, and an uninterrupted flow of dark grey material from the underside of the top membrane. On-site evaluation of welded seams shall be made daily by the Applicator at locations as directed by the Owner's Representative or the membrane manufacturer's representative. One inch wide cross-section samples of welded seams shall be taken at least two times a day. Correct welds display failure from shearing of the membrane prior to separation of the weld. Each test cut shall be patched by the Applicator at no extra cost to the Owner.

3.08 MEMBRANE FLASHINGS

All flashings shall be installed concurrently with the roof membrane as the job progresses. No temporary flashings shall be allowed without the prior written approval of the Owner's

Representative and the membrane manufacturer. If any water is allowed to enter under the newly completed roofing, the affected area shall be removed and replaced at the Applicator's expense. Flashing shall be adhered to compatible, dry, smooth, and solvent-resistant surfaces. Use caution to ensure adhesive fumes are not drawn into the building.

- A. VOC Compliant Flashing Adhesive
 - 1. Over the properly installed and prepared flashing substrate, the flashing adhesive shall be applied according to instructions found on the Product Data Sheet. The flashing adhesive shall be applied in smooth, even coats with no gaps, globs or similar inconsistencies. Only an area which can be completely covered in the same day's operations shall be flashed. The bonded sheet shall be pressed firmly in place with a hand roller.
 - 2. No adhesive shall be applied in seam areas that are to be welded. All panels of membrane shall be applied in the same manner, overlapping the edges of the panels as required by welding techniques.
- B. Install peel stop according to the Detail Drawings with approved fasteners into the structural deck at the base of parapets, walls and curbs. Peel stop is required by the membrane manufacturer at the base of all tapered edge strips and at transitions, peaks, and valleys according to the Manufacturer's details.
- C. The Manufacturer's requirements and recommendations and the specifications shall be followed. All material submittals shall have been accepted by the membrane manufacturer prior to installation.
- D. All flashings shall extend a minimum of 8 inches above roofing level unless otherwise accepted in writing by the Owner's Representative and the membrane manufacturer's Technical Department.
- E. All flashing membranes shall be consistently adhered to substrates. All interior and exterior corners and miters shall be cut and hot-air welded into place. No bitumen shall be in contact with the PVC membrane.
- F. All flashing membranes shall be mechanically fastened along the counter-flashed top edge with Peel stop at 12 inches on center.
- G. Membrane flashings shall be terminated according to the membrane manufacturer's recommended details.
- H. All adhered flashings that exceed 45 inches in height shall receive additional securement. Consult Sika Corporation Technical Department for securement methods.

3.09 METAL FLASHINGS

- A. Metal details, fabrication practices and installation methods shall conform to the applicable requirements of the following:
 - 1. Factory Mutual Loss Prevention Data Sheet 1-49 (latest issue).
 - 2. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - latest issue.

- B. Metal, other than that provided by the membrane manufacturer, is not covered under the Manufacturer's warranty.
- C. Complete all metal work in conjunction with roofing and flashings so that a watertight condition exists daily.
- D. Metal shall be installed to provide adequate resistance to bending to allow for normal thermal expansion and contraction.
- E. Metal joints shall be watertight.
- F. Metal flashings shall be securely fastened into solid wood blocking. Fasteners shall penetrate the wood nailer a minimum of 1 inch.
- G. Airtight and continuous metal hook strips are required behind metal fascias. Hook strips are to be fastened 12 inches on center into the wood nailer or masonry wall.
- H. Counter flashings shall overlap base flashings at least 4 inches.
- I. Hook strips shall extend past wood nailers over wall surfaces by 1-1/2 inch minimum and shall be securely sealed from air entry.

3.10 CLAD METAL FLASHINGS

- A. Sarnaclad metal flashings shall be formed and installed per the Detail Drawings:
 - 1. All metal flashings shall be fastened into solid wood nailers with two rows of post galvanized flat head annular ring nails, 4 inches on center staggered. Fasteners shall penetrate the nailer a minimum of 1 inch.
 - 2. Metal shall be installed to provide adequate resistance to bending and allow for normal thermal expansion and contraction.
- B. Adjacent sheets of Sarnaclad shall be spaced 1/4 inch apart. The joint shall be covered with 2 inch wide aluminum tape. A 4 inch minimum wide strip of Sarnafil flashing membrane shall be hot-air welded over the joint. Exercise caution at perimeter of roof.

3.11 WALKWAY INSTALLATION

- A. PVC Walk tread

Roofing membrane to receive PVC walk tread shall be clean and dry. Place chalk lines on deck sheet to indicate location of walk tread. Apply a continuous coat of VOC Compliant flashing adhesive to the deck sheet and the back of walk tread in accordance with the membrane manufacturer's technical requirements and press walk tread into place with a water-filled, foam-covered lawn roller. Clean the deck membrane in areas to be welded. Hot-air weld the entire perimeter of the walk tread to the PVC deck sheet. Check all welds with a rounded screwdriver. Re-weld any inconsistencies. Important: Check all existing deck membrane seams that are to be covered by walk tread with rounded screwdriver and reweld any inconsistencies before walk tread installation.

3.12 TEMPORARY CUT-OFF

All flashings shall be installed concurrently with the roof membrane in order to maintain a watertight condition as the work progresses. All temporary waterstops shall be constructed to provide a 100% watertight seal. The new membrane shall be carried into the waterstop. The waterstop shall be sealed to the deck and/or substrate so that water will not be allowed to travel under the new or existing roofing. The edge of the membrane shall be sealed in a continuous heavy application of sealant as described in Section 2.08. When work resumes, the contaminated membrane shall be cut out. All sealant, contaminated membrane, fillers, etc. shall be removed from the work area and properly disposed of off site. None of these materials shall be used in the new work.

If inclement weather occurs while a temporary waterstop is in place, the Applicator shall provide the labor necessary to monitor the situation to maintain a watertight condition.

If any water is allowed to enter under the newly-completed roofing, the affected area shall be removed and replaced at the Applicator's expense.

3.13 COMPLETION

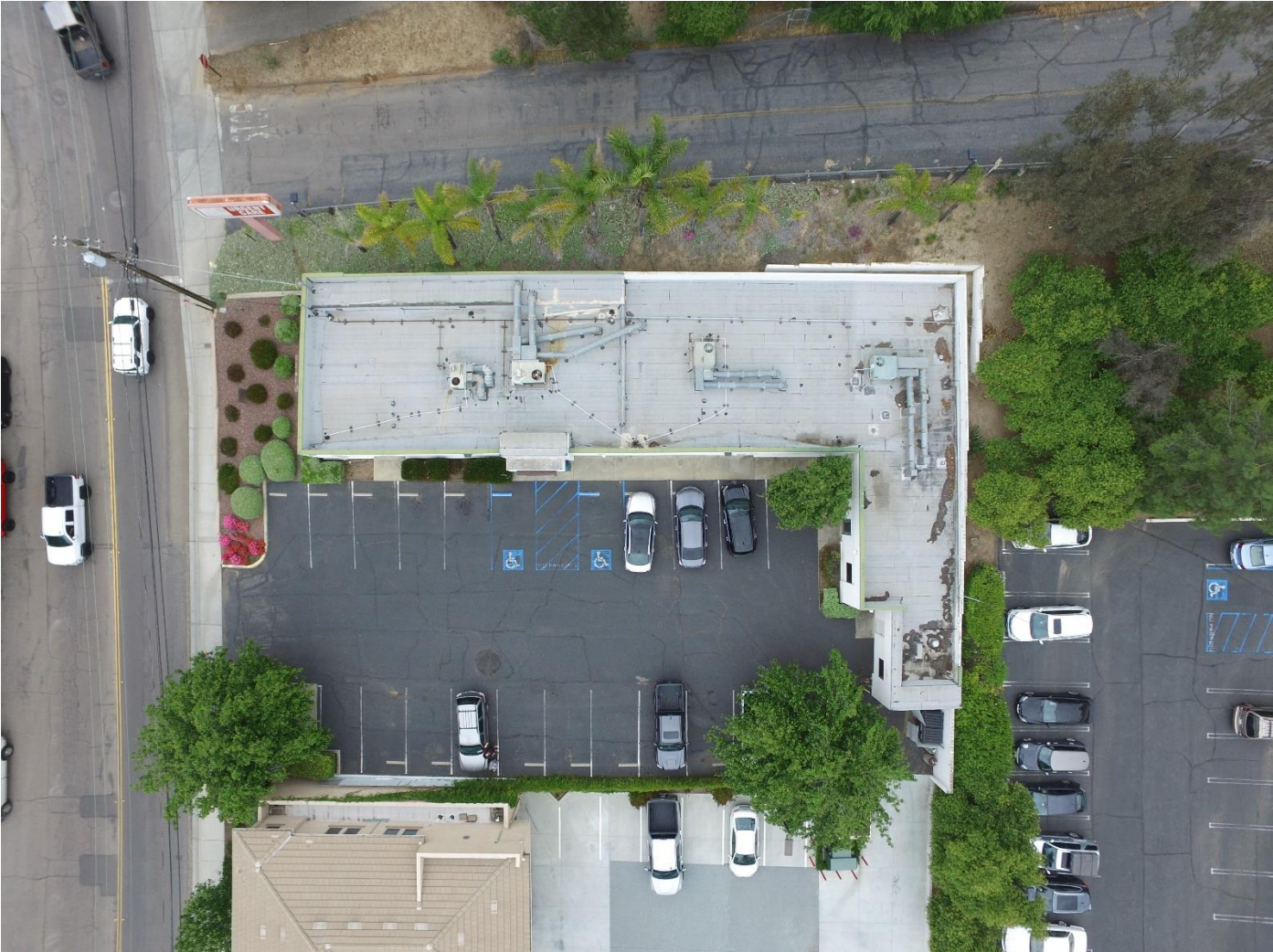
Prior to demobilization from the site, the work shall be reviewed per 1.02 Item B above. All defects noted and non-compliances with the Specifications or the recommendations of the Manufacturer shall be itemized in a punch list. These items must be corrected immediately by the Applicator to the satisfaction of the Inspector and membrane manufacturer prior to demobilization.

All Warranties referenced in this Specification shall have been submitted and have been accepted at time of contract award.

138 S. Brandon St. Fallbrook, CA



617 Alvarado St. Fallbrook, CA



Fallbrook Regional Health – Bid Form

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

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

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

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

Roof Replacement:

138 S. Brandon Road: \$ _____ Lump Sum

617 Alvarado Street: \$ _____ Lump Sum

Project Total: \$ _____ Lump Sum

Proposed Start Date: **Within X days of receipt of executed contract.**

Proposed Duration: _____ weeks.

Bidder Name: _____ Bidder Signature: _____

Company Name: _____ Date: _____

Wellness Center
1636 East Mission Road, Fallbrook

Fallbrook Regional Health

Request for Proposal

June ___, 2019

Dear Contractor:

The Fallbrook Regional Health Department would like to invite you to provide a competitive proposal for their roofing project. Please provide a proposal package based on the provided documents in this Request for Proposal. Enclosed you will find the bid instructions and bidding documents.

Fallbrook Regional Health:
1636 E. Mission Rd, Fallbrook

Wendy Lyon will be your main point of contact during the bidding process. *Wendy* can be reached via email or phone at bookkeeper@fallbrookhealth.org or 760.390.9380. Please notify *Wendy* with your intention to bid by XX/XX/19.

Our bid schedule is as follows:

1. Request for proposal issued: XX/XX /19
2. Proposal due: XX/XX/19

Thank You,

Wendy Lyon, Fallbrook Regional Health Department

Bid Instructions

- 1. Contractor Representations**
 - 2. Interpretation or Correction of Bidding Documents**
 - 3. Bid Preparation**
 - 4. Additional Project Requirements**
 - 5. Consideration of Bids**
 - 6. Bid Form**
-

1. Contractor Representations

The Contractor by making a bid represents that:

The Contractor has read and understands the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

The Bid is made in compliance with the Bidding Documents.

The Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Contractor's personal observations with the requirements of the Bidding Documents.

The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception. *Alternates to the products specified herein may be considered, please provide like in kind manufactures back-up with any alternate bids submitted.*

Warranty:

Contractor to provide proposed warranty

2. Interpretation or Correction of Bidding Documents

Contractors requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Contract Administrator, Wendy Lyon by XX/XX/19.

Interpretations, corrections, and changes of the Bidding Documents made by any other manner will not be binding, and Contractors shall not rely upon them.

Quantities provided in the Bidding Documents where applicable are intended for bid evaluation purposes only.

3. Bid Preparation

Bids shall be completed and submitted on the forms included with the Bidding Documents. Along with the bid form, please provide the following documents:

- References
 - o List, at least, three projects you have completed within the past three years that are similar to this project.

- Preliminary Schedule and Phasing Plan
- Insurance
 - o Provide insurance coverage
- Safety Program
 - o Provide your safety program; how you will ensure the safety of both your crew and residents.
- Quality Control Program
 - o Provide your Quality Control processes and procedures
- Communication Program
 - o Provide your communication program; how you will communicate with Owners during the re-roof process.

4. Additional Project Requirements

- All work shall be done during the hours XXX and XXX on XXX days of the week.
- Contractor shall keep all work areas clean, safe and clearly marked with caution tape and cones to insure the safety of the residents and employees.
- Contractor shall emphasize good housekeeping practices at all times exercising extreme caution to protect all personnel and facility.
- Materials, storage containers, etc. shall be placed in such location(s) on the property as designated by Owner and locked at all times. Please submit a staging plan for each building for consideration and/or approval.
- Contractor shall remove and dispose of all debris from property as a result of all work performed, prior to leaving the job site at the end of each day.
- Contractor shall provide insurance, Contractor licenses and contact information for any Sub-Contractors or Company employees used on this project prior to starting work.
- All workers on site are required to have Contractor company uniform and identification cards or tags at all times.
- Contractor required to provide Owner an updated weekly schedule at a time mutually agreed upon in writing.
- Any worker on site is required to utilize contractor supplied restroom facilities on site and refrain from using any toilet facilities on premises unless otherwise agreed upon in writing with Owner.
- Protection of the premises: Contractor shall be required to properly protect the areas of the Premises where the work is being performed. For the purposes for this requirement, “properly protect” shall include, without limitation, tarping in a watertight condition and taking any reasonable measures necessary to protect the interiors of the building upon which the work shall be performed or areas of the premises adjacent to where the work shall be performed. This responsibility shall include, but not be limited, to requiring that Contractor to take commercially reasonable measures to ensure that the common area and/or the interior

of the premises including the units shall not be damaged by any form of water intrusion occurring in connection with the work. If the contractor does not properly protect the work areas where the work is being performed, the Contractor shall be fully responsible and liable for any interior damage to any common areas and to any unit located within the premises resulting directly or indirectly from the performance of the work. Such repairs and/or replacements shall be without cost to property owner, and shall be made as soon as possible, but in no event (7) days after said request. Notwithstanding and foregoing, all emergency repairs shall commence within twenty-four (24) hours after demand for such repairs

- Attach your firms labor and materials rate sheet for reference on all Change Orders. Rate sheet shall include (at a minimum) unit price as outlined on bid form.

Safety:

- Contractor shall have on-site at all times a foreman possessing knowledge of OSHA policies and procedures and have a completed Job Safety plan.
- Contractor agrees to the following:
 - o First safety violation will result in an email warning
 - o Second safety violation will result in a fine equal to 1.5% of the contract value
 - o Third safety violation will result in work stoppage – work stoppage due to safety violations may result in contract cancelation.

5. Consideration of Bids

Selection will be an award based on best value to the Client that includes several criteria and not just lowest price. The criteria include consideration for the contractor's:

1. Past performance
2. Company Qualifications
3. Management procedures
4. Price

The Owner shall have the right to reject any or all Bids and to negotiate either contract terms and conditions, or price with the selected Contractor. A Bid which is in any way incomplete or irregular is subject to rejection.

6. Work

The work to be done on this project includes furnishing all materials, labor, tools, equipment, scaffolding, lifts and all other necessary equipment, supplies, and services to perform a complete and thorough job. Each item or area in these specifications is described by the most commonly used name, and contractor shall inform himself of these areas that are being repaired. All equipment on the roof is to remain in place and operable during the installation of the new roof or roof repair. Should the equipment need to be relocated or disconnected to effectively replace the roof please provide your proposed cost, means and method in a separate document and attach to this bid form. Contractor shall be responsible for requesting prompt clarification when instructions are lacking or unclear.

All permits shall be the responsibility of bidder. Owner will reimburse bidder for permit costs.

SCOPE OF WORK: 1636 E. Mission Road, Fallbrook

Option A:

Metal Roof Replacement

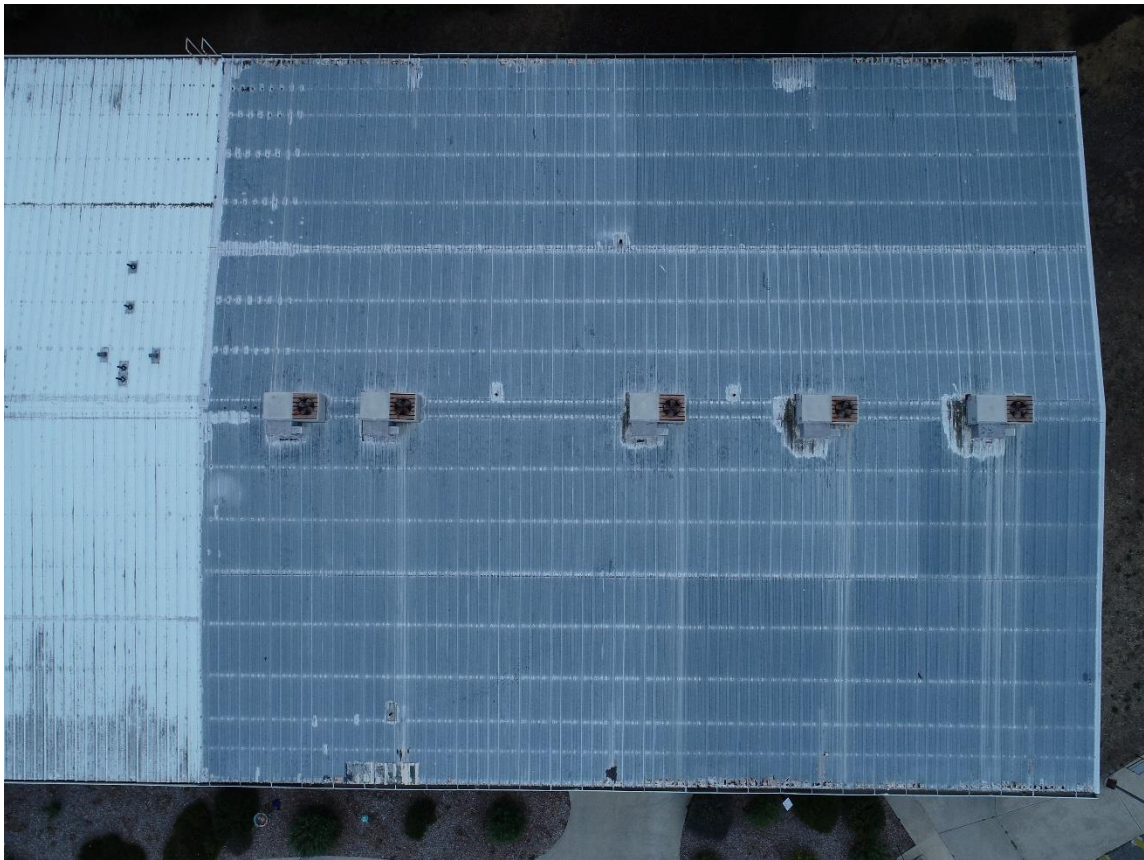
1. Remove existing metal roofing and dispose
2. Check condition of wood members and replace all rotten and termite damaged wood.
3. If decking plywood is existing install ½" plywood, installed with proper nailing pattern to code.
4. Install Polyglass MTS underlayment double layer on top of plywood. This underlayment installed in two layers carries a 30 Year No Dollar Limit Manufacturer's warranty. Contractor to confirm with Manufacture
5. Install new Kynar coated corrugated "PBR" metal panels.
6. Install mechanical fasteners with neoprene washers on the high rib of corrugated sheeting. Fasteners are not to be installed on the low rib of panels to avoid leaks.
7. Flash around all mechanical equipment and seal seams with polyurethane sealant.

Option B:

Coating on the metal roof

1. Clean roof and remove any areas with rust with wire brush or cut rotten areas out.
2. Replace rotten metal areas or use webbing and seal holes with appropriate filler.
3. Etch or prime metal roof
4. Spray apply, Polybrite 90 by polyglass, silicone roof coating to 1.5 gallons per square and let cure
5. Spray apply second coat at a rate of 1 gal per square and let cure.







Fallbrook Regional Health – Bid Form

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

Roof Replacement:

1636 E Mission Road Option A:	\$ _____	<u>Lump Sum</u>
1636 E Mission Road Option B:	\$ _____	<u>Lump Sum</u>

Proposed Start Date: Within X days of receipt of executed contract.

Proposed Duration: _____ weeks.

Bidder Name: _____ Bidder Signature: _____

Company Name: _____ Date: _____