

**NOTICE AND AGENDA OF A SPECIAL MEETING
BOARD OF DIRECTORS
MENDOCINO COAST HEALTH CARE DISTRICT**

June 30, 2022

**5:00 P.M. Closed Session
6:00 P.M. Open Session**

Meeting via Zoom Conference

Topic: Board of Directors Special Meeting

Topic: Mendocino Coast Health Care District's Scheduled Board of Director's Meeting

June 30, 2022

**Closed Session at 05:00 PM
Open Session at 6:00 PM**

Join Zoom Meeting

<https://us06web.zoom.us/j/87895614520?pwd=dDBFSDMvUGpaZXhWRy8rTzZaQXR6QT09>

Meeting ID: 878 9561 4520

Passcode: 702947

One tap mobile

+17207072699,,87895614520#,,,,*702947# US (Denver)

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PLEASE TAKE NOTICE a Special Board of Directors meeting has been called for June 30, 2022. **This meeting will be held via Zoom Conference only in order to reduce the risk of spreading coronavirus (COVID-19) and pursuant to the Governor's Executive Orders N-25-20 and N-29-20.** No physical location from which members of the public may observe the meeting and offer publiccomment will be provided.

CONDUCT OF BUSINESS:

- 1. 5:00 P.M. CALL TO ORDER: Norman de Vall, Chair
- 2. ROLL CALL Sara Spring, Secretary
- 3. PUBLIC HEARING FOR CLOSED SESSION

Members of the public may take this opportunity to comment on closed session agenda items. Under the requirements of the Brown Act open meeting law, members of the community wishing to address an item on the closed session agenda may do so at this time. Items not on the agenda cannot be addressed at this time. A three-minute limit is set for each speaker on all items. The total time for public input on each item is limited to 20 minutes. (Government Code 54954.3).

BROWN ACT REQUIREMENTS: Pursuant to the Brown Act, the Board of Directors cannot discuss issues or take action on requests during this comment period.

4. CLOSED SESSION

The Board will adjourn to closed session pursuant to Government Code 54950 - 54962.

- 4.1. Temporary administrative help
*(Public Employment: Independent Contractor Consultants
Government Code section 54957(b)(1))*

- 4.2. Interim legal services [TAB 1](#)
*Public Employment: Independent Contractor Consultants
Government Code section 54957(b)(1)*

- 4.3. Consideration of claim by Jacob Patterson against the District [TAB 2](#)
(Government Code § 54956.9(d)(2) Information/Action

- 4.4. Discussion of Records
Corporate Code 8320 and Civil Code 4930

- 4.5. Structure of Organization

- 5. 6:00 P.M. OPEN SESSION CALL TO ORDER Norman de Vall, Chair
- 6. ROLL CALL Sara Spring, Secretary
- 7. REPORT ON CLOSED SESSION MATTERS Norman de Vall, Chair
- 8. PUBLIC COMMENTS
- 9. APPROVAL OF MINUTES Sara Spring, Secretary [TAB 3](#)
- 10. APPROVAL OF THE AGENDA Norman de Vall, Chair
- 11. APPROVAL OF THE CONSENT CALENDAR Norman de Vall, Chair
- 11.1. Approve Streamline Agreement [TAB 4](#)

- | | | |
|--|-------------------------|------------------------|
| 11.2. Receipts and expenses for April-June | | TAB 5 |
| 11.3. Approval to obtain credit card for Chair and for the Treasurer | | |
| 11.4. Approve two Moss Adams agreements | | TAB 6 |
| 11.5. Approve change to MCOC ¹ bylaws | | TAB 7 |
| 11.6. Notice of Elective Offices | | TAB 8 |
| 12. OLD BUSINESS (info/possible action) | | |
| 12.1. Adopt final budget for FY23 | John Redding, Treasurer | TAB 9 |
| 12.2. Review/approve Devenney proposal | John Redding, Treasurer | TAB 10 |
| 12.3. Hubs and Routes | | TAB 11 |
| 13. NEW BUSINESS (info/possible action) | | |
| 13.1. Draft policy: Paying authorized expenses | John Redding, Treasurer | TAB 12 |
| 13.2. Representation at Local Area Formation Commission | Norman de Vall, Chair | |
| 13.3. Request annual report from MCOC | Norman de Vall, Chair | |
| 13.4. Process for applying for grants | Norman de Vall, Chair | |
| 13.5. Proposal for two regular meetings/month | Norman de Vall, Chair | |
| 13.6. Election of all officers | Norman de Vall, Chair | |
| 13.7. Committee Assignments | | |
| 13.8. Adopt Resolution for Remote Meetings | | TAB 13 |
| 13.9. FUTURE AGENDA ITEMS: | | |
| • Board policy regarding MCOC | John Redding, Treasurer | |
| • IRS Reporting (possible action) | | |
| – Payment to Director Spring | | |
| – Payment to Jacob Patterson | | |

15. PUBLIC COMMENTS

This portion of the meeting is reserved for persons desiring to address the Board of Directors on any matter which the District has jurisdiction. You may state your name and address for the record. Time is limited to 3 minutes per speaker. The Board of Directors can take no action on your presentation but can seek clarification to points made in your presentation or comments.

BROWN ACT REQUIREMENTS: Pursuant to the Brown Act, the Board of Directors cannot discuss issues or take action on requests during this comment period.

16. COMMENTS FROM BOARD OF DIRECTORS

17. ADJOURNMENT: Norman de Vall, Chair

(Agenda continues on the next page)

¹ Measure C Oversight Committee

Dated: June 27, 2022

STATE OF CALIFORNIA)
COUNTY OF MENDOCINO)

I declare under penalty of perjury that I am a representative of the Mendocino Coast Health Care District Board of Directors; and that I posted this notice on the front door of the AJ Grey Building on June 27, 2022.

The agenda and packet can also be found at www.mchcd.org.

All disabled persons requesting disability related modifications or accommodations, including auxiliary aids or service may make such request in order to participate in a public meeting to Sara Spring, Secretary of the Board of Directors, 755 River Drive, Fort Bragg, CA 95437 no later than three (3) working days prior to the meeting that such matter be included on that month's agenda.

*Per District Resolution, each member of the public who wishes to speak shall be limited to three minutes each per agenda item. Please identify yourself prior to speaking. Thank you.

TAB 1

Interim Legal Services

**RETAINER AGREEMENT
FOR GENERAL COUNSEL LEGAL SERVICES
MENDOCINO COAST HEALTHCARE DISTRICT**

This Retainer Agreement for General Counsel Legal Services ("Agreement") is made and entered into by and between RICHARD D. JONES, A PROFESSIONAL LAW CORPORATION ("Jones Mayer") and the MENDOCINO COAST HEALTHCARE DISTRICT (the "District"), a special district organized under the laws of the State of California.

RECITALS

- A. Jones Mayer is a firm in the general practice of law with extensive experience representing public agencies and is fully able to carry out the duties described in this Agreement.
- B. The District desires to contract with Jones Mayer to provide contract legal services to the District.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Jones Mayer and the District agree as follows:

1. **APPOINTMENT OF GENERAL COUNSEL**

A. Keith F. Collins is hereby designated and appointed as General Counsel ("General Counsel") of the District, effective _____, 2022, with Ryan R. Jones as the designated Assistant General Counsel, and they shall serve and be compensated as provided by this Agreement. The General Counsel shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. To the extent required by the District, the General Counsel shall attend all District Board of Director meetings and other meetings, and be available at all reasonable times to the District in relationship to all legal services to be furnished by Jones Mayer under this Agreement. The General Counsel shall also direct and coordinate all internal activities so that all services provided by Jones Mayer under this Agreement to the District shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of the designated and appointed General Counsel are a substantial inducement for the District to enter into this Agreement. The General Counsel shall be responsible during the term of this Agreement for directing all activities of Jones Mayer on behalf of the District and devoting such time as necessary to personally supervise such services. The primary assignment of the General Counsel shall not be changed by Jones Mayer without the express approval of the District.

B. All attorneys of Jones Mayer assigned to perform approved District business shall, at all times while this Agreement is in effect and at their sole cost and expense, be fully

qualified and licensed to practice law in the State of California and before all appropriate federal courts and other bodies and tribunals.

C. The term of this Agreement shall commence on _____, 2022 and shall continue unless it is terminated in accordance with Section 11 of this Agreement, or amended by mutual written agreement of the parties.

2. SCOPE OF WORK

A. Jones Mayer agrees to perform all necessary legal services as General Counsel and shall:

1. Attend all regularly scheduled District Board of Director meetings as assigned by the District, and special meetings when requested.
2. Attend other meetings or via conference call as requested by the District.
3. Advise the District on all legal matters pertaining to District business.
4. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard District documents.
5. Prepare such written and oral legal opinions as shall, from time to time, be requested by the District.
6. Perform such other routine legal services as are required, from time to time, by the Board of Directors or the District Manager.
7. Represent the District and the District's officials, officers, and employees in litigation and administrative proceedings as directed by the District.
8. At the request of the District, Jones Mayer may be asked to provide an estimate of hours and cost to complete a special project or task assigned by the District.
9. Supervise and coordinate all specialized legal services assigned to special counsel of the District.

~~B. The District reserves the right to retain, at its sole option, other legal counsel for specialized legal matters. The General Counsel will supervise outside legal counsel's work. This reservation of rights does not preclude the District from assigning these matters to Jones Mayer as part of the scope of duties under this Section 2 or requesting recommendations concerning the selection of outside legal counsel.~~

3. COMPENSATION

Jones Mayer shall be compensated under the terms of this Agreement as follows:

A. General Legal Services

The District shall pay Jones Mayer an hourly rate of \$225.00 per hour. Travel time and expenses for one meeting per month shall be borne by Jones Mayer; travel time and expenses for additional trips to the District shall be borne by the District. Paralegal services, for general legal services shall be billed at the rate of \$115 per hour. General legal services are those services which involve regular, recurring legal and factual issues. General legal services include: Attendance at Board meetings and other meetings as necessary including travel time, providing legal counsel and advice to District officials and staff, working with District officials and staff on all agenda items for District meetings, drafting, review and revision of District agendas, agreements, contracts, instruments, ordinances, reports, resolutions, and other documents as requested by District, and providing legal advice concerning Brown Act, Public Records Act, Political Reform Act and other conflict of interest compliance, and supervision of legal services performed by special counsel.

B. Specialized Legal Services/Special Projects

Specialized projects shall be billed to the District at the rate of \$250 per hour, including travel time for such specialized projects. Paralegal services, for non-litigation legal services shall be billed at the rate of \$115 per hour. Special legal services or special projects include those matters which present unique legal and/or factual issues. Special legal services differ from general legal services in that they are of an irregular non-recurring basis. Examples includes work of unusual complexity or requiring an extraordinary dedication of attorney time, as determined by the District, such as preparation and review of environmental documents under CEQA, NEPA, the Integrated Waste Management Act, the Clean Water Act , initiatives and referendums, interagency conflicts/issues, negotiation and drafting of complex real estate and development agreements, etc. The General Counsel may not unilaterally designate any matter as a special project.

C. Litigation Services

Litigation matters approved by the District shall be billed at the rate of \$250 per hour, including travel time for litigation services. Paralegal services shall be billed at the rate of \$115 per hour. The General Counsel will first get approval from the District before commencing work on litigation matters.

D. Billing and Rate Increases

Jones Mayer shall provide a monthly billing report indicating actual time spent providing services under this Agreement.

The foregoing retainer and hourly rates shall remain in full force and effect for two (2) years. Thereafter, the foregoing billing rates shall be adjusted annually (effective as of the anniversary date of this Agreement) to reflect any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the

Bureau of Labor Statistics of the U.S. Department of Labor for consumers in the Mendocino County area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable not to exceed 5% per year.

E. Billable Activities for General Legal Services/Expenses

Jones Mayer will pay for travel expenses to Fort Bragg for one District Board of Director meeting per month, while travel expenses for additional trips to Fort Bragg per month will be borne by the District. The firm will bill automobile mileage at the standard rate for business use as announced from time to time by the Internal Revenue Service for travel to and from the District, or other locations as the District may direct. Otherwise, the firm does not bill mileage, fax, word processing, small reproduction matters (under 100 pages), or simple computer legal research costs. Additionally, it is agreed that the cost for administrative staff to perform clerical duties including but not limited to reviewing emails, scheduling meetings or general office filing will not be billable expenditures. When billing for legal research, the entry must reflect a description of the topic researched and its relevance to the effort.

Jones Mayer shall be reimbursed for direct out-of-pocket expenses actually and necessarily incurred in the course of providing legal services under this Agreement in preparation for and maintaining the prosecution or defense of litigation, including without limitation: court costs, jury fees, service costs, witness fees, deposition costs, reporters' fees, title reports, photographs, diagrams, maps, and similar expenses.

F. Monthly Statements

Jones Mayer shall submit statements of all payments due under this Agreement on a monthly basis to the District Manager. All work performed by Jones Mayer shall be billed in increments of tenths of an hour. The statement shall be in a form approved by the District, and shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, the identity of the person requesting work, and any litigation costs or expenses eligible for reimbursement.

G. Payment

All hours shall be billed by the 15th day of each month following the close of the month for which hours are being provided. Payment for hours shall be due and payable within thirty days following submission of the billing statement to the District.

4. PROHIBITION AGAINST SUBCONTRACTING DELEGATING OR ASSIGNMENT

Jones Mayer shall not contract with or delegate to any individual or other entity to perform on the District's behalf, in whole or in part, any of the services required under this Agreement without the prior express approval of the District. In addition, neither this Agreement

nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior express approval of the District.

5. CONFLICT OF INTEREST

Jones Mayer shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Jones Mayer shall immediately notify District. Within thirty (30) days following execution of this Agreement, Jones Mayer shall file a conflict of interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law, including District’s adopted conflict of interest code.

6. INDEPENDENT CONTRACTOR

Jones Mayer shall perform all services required under this Agreement as an independent contractor of the District, and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Jones Mayer shall not at any time or in any manner represent that it or any of its employees or agents are District employees.

7. DISPUTE RESOLUTION

If any dispute or disagreement arises between the District and Jones Mayer as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the District and Jones Mayer, the quality of the services rendered, and the billing of such services, the District and Jones Mayer agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute for resolution to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies.

8. RECORDS AND REPORTS

A. Records

Jones Mayer shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable the District to evaluate the performance of the required services. The District shall have full and free access to such books and records that deal specifically with the services performed by Jones Mayer for District at all reasonable times,

including the right to inspect, copy, audit, and make summaries and transcripts from such records.

B. Ownership of Documents

All reports, records, documents, and other materials prepared by Jones Mayer, its employees and agents in the performance of this Agreement shall be the property of the District and shall be delivered to the District upon request by the District or upon termination of this Agreement. Jones Mayer shall have no claim for further or additional compensation as a result of the exercise by the District of its full rights of ownership of the documents and material hereunder. Jones Mayer may retain copies of such documents for its own use.

C. Release of Documents

No report, record, document, or other material prepared by Jones Mayer in the performance of services under this Agreement shall be released publicly without prior written approval of the District, except as may be required by law.

9. NONDISCRIMINATION

Jones Mayer pledges there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

10. TERMINATION

A. Termination By District

Jones Mayer shall at all times serve under the terms of this Agreement at the pleasure of the District Board of Directors, and the District Board of Directors hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to Jones Mayer. Upon receipt of any notice of termination, Jones Mayer shall cease all services under this Agreement except as may be specifically approved by the District. At that time, all further obligations of the District to pay Jones Mayer for services rendered under this Agreement shall thereupon cease, except as set forth in Section 11.C below; provided, however, that the District shall be obliged to pay for all services, costs, and expenditures lawfully incurred by Jones Mayer prior to the effective date of such termination, or subsequent to the date of termination at the direction of District.

B. Termination By Jones Mayer

Jones Mayer reserves the right to terminate this Agreement by giving sixty (60) days' advance written notice to District.

C. Mutual Obligations Upon Termination By Either Party

In the event of termination of this Agreement by either party, Jones Mayer shall cooperate with the District in transferring the files and assignments to the District Clerk or other person designated by District pending the hiring of another General Counsel. Jones Mayer shall be compensated at the hourly rates set forth in Section 3.A of this Agreement should Jones Mayer be called upon to perform any services after the effective date of termination, including the transfer of files and assignments.

11. NOTICES

Notices regarding this Agreement shall be given in writing to the parties at the following addresses:

Mendocino Coast Healthcare District
700 River Drive
Fort Bragg, CA 95437

Jones Mayer
6349 Auburn Blvd,
Citrus Heights, CA 95621

12. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Jones Mayer and the District. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

13. LEGAL REPRESENTATION

Both parties have had the opportunity to consult with legal counsel of its choice in the negotiation, review and execution of this Agreement. Each party shall bear its own fees in connection with the preparation and negotiation of this Agreement.

14. WARRANTY OF AUTHORIZED SIGNATURES

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate the _____ day of _____, 2022.

MENDOCINO COAST HEALTHCARE
DISTRICT

By: _____
Amy McColley, Chair, Board of Directors

ATTEST:

District Clerk

JONES MAYER


By: _____
Richard D. Jones, President

TAB 2

Claim Filed by Jacob Patterson

Provided separately to Board members

TAB 3
Minutes of Board Meeting
June 20, 2022

TAB 4

Agreement with Streamline

TAB 5

Income and Expenses for the months of April, May and June 2022

Receipts

14-Apr Property Tax	\$	324,395
14-Apr Parcel Tax	\$	598,098
TOTAL	\$	<u>922,493</u>

Expenses

4-Apr California Health Facilities Financing Authority	\$	13,802
4-Apr Beta Healthcare Group	\$	849
5-Apr BNY Mellon (three months, Refinancing Bonds)	\$	140,800
13-Apr P&A (HRA expense)	\$	420
21-Apr P&A (HRA expense)	\$	2,028
25-Apr UHC of California	\$	230,475
25-Apr P&A (HRA expense)	\$	1,781
26-Apr Beta Health Care Group	\$	849
26-Apr California Health Facilities Financing Authority	\$	13,802
3-May Pelican Storage	\$	720
10-May P&A (HRA expense)	\$	79
16-May P&A (HRA expense)	\$	480
16-May CA EDD	\$	8,481
17-May Rackspace (4 months)	\$	420
23-May P&A (HRA expense)	\$	317
25-May BNY Mellon (for June)	\$	46,933
25-May Hooper, Lundy & Bookman	\$	1,233
9-Jun P&A	\$	555
13-Jun K. Mckee & Co. (reimburse for Rack Spaces)	\$	105
21-Jun P&A (HRA expense)	\$	445
TOTAL	\$	<u>463,469</u>

NET CASH FLOW

\$	459,024
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TAB 6

Approve two Moss Adams agreements

Statement of Work

**Master Services Agreement Statement of Work
CONSULTING SERVICES – Accounting Services Nonattest**

MENDOCINO COAST HEALTH CARE DISTRICT

APRIL 8, 2022

This Statement of Work ("SOW") is issued pursuant to the Master Services Agreement (the "MSA" or "Agreement") between Moss Adams and you. This SOW incorporates all terms and conditions of the Agreement as if fully set forth herein. Any term not otherwise defined shall have the meaning specified in the Agreement. For purposes of this SOW Mendocino Coast Health Care District may be referred to as "Company".

Scope of Services:

Accounting Services:

1. We will assist you with the month-end reconciliation for net patient accounts receivable and Due To/From Adventist Health Mendocino Coast balances as of December 31, 2020 and June 30, 2021 including proposing adjusting journal entries for your review and approval. The resulting accounting data will be made available to you for management purposes only. You understand and agree that the resulting accounting data does not constitute compiled, reviewed or audited financial statements as prepared by Moss Adams. We are available to perform those services but they are not contemplated in this Agreement.
2. Conduct status meetings involving all relevant parties to discuss project timing and next steps.

We are not being engaged to prepare, compile, review, or audit the financial statements of the Company.

Stelian Damu is responsible for supervising the engagement.

Limitations:

Moss Adams has no responsibility for the services any third party provider ("Provider") may provide to you, including, but not limited to, any software service Provider. This includes, but is not limited to, whether (a) the results of the Provider's services meet applicable contractual and/or legal standards; (b) the Provider makes available to you any data submitted to the Provider; (c) the Provider maintains the necessary administrative, technical, or physical safeguards to protect the security and confidentiality of data submitted to the Provider; or (d) the Provider actually maintains the security and confidentiality of any data submitted to the Provider.

The services contemplated by this SOW cannot be relied on to identify, detect or disclose errors, fraud, or other illegal acts that may exist, including, but not limited to, any errors or fraud involving the Company's check register or bank accounts, financial statement misstatements or any wrongdoing within the entity or noncompliance with laws and regulations. We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement. Finally, while we will assist you with journal entries and year-end reconciliations, the Company will be responsible for reviewing and approving all financial data.

Responsibility for Financial Statements:

You are fully responsible for your financial statements, including the establishment and maintenance of adequate records and effective internal controls over financial reporting. Moss Adams assumes no responsibility to provide you with assurance about the accuracy of financial statements, or whether such financial statements are free of misstatements due to fraud or in compliance with applicable laws or regulations.

continued

Master Services Agreement Statement of Work
Mendocino Coast Health Care District
April 8, 2022
Page 2 of 2

Charges for Services:

Our fees will be based on the individual performing the work and the time spent on the engagement. We will cap our fees at \$35,000. If we believe that any additions to the scope of our engagement will cause this limit to be reached, we will work with you to develop an additional SOW.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and client meals/entertainment expenses will be billed separately and are not included in the 5% charge.

Adventist Health Mendocino Coast will be responsible for paying for the fees and expenses related to this engagement.

Retainer:

We require a retainer of \$5,000 prior to starting work. This retainer is applied to the final billing. Any retainer in excess of the final billing will be refunded and any amount on the billing in excess of the retainer will be due. This retainer is not an estimate of the total cost of the services. The retainer will be deposited into our general account and commingled with our other funds. No interest shall accrue or be paid on these funds. Adventist Health Mendocino Coast will be responsible for paying the retainer.

This SOW is effective as of the date set forth above.

ACCEPTED AND AGREED:

MENDOCINO COAST HEALTH CARE DISTRICT

Signature: _____

Print Name: _____

Officer Title: _____

ADVENTIST HEALTH MENDOCINO COAST

Signature: _____

Print Name: _____

Officer Title: _____

MOSS ADAMS LLP

Signature: Stelian Damu _____

Print Name: Stelian Damu _____

Title: Partner _____

Master Services Agreement

MASTER SERVICES AGREEMENT

February 22, 2022

This Master Services Agreement (the "MSA" or "Agreement") represents the terms and conditions relating to services to be provided to the individual(s) and/or entity(ies) listed below (individually and collectively, "you," "your," and "Client") by Moss Adams LLP ("Moss Adams," "we," "us," and "our"). Moss Adams and Client may be individually referred to as a "Party" and collectively as the "Parties."

Mendocino Coast Health Care District

1. Agreement Scope

- a. The terms and conditions of this Agreement shall apply to the services (excluding attest services as defined by the American Institute of Certified Public Accountants) we provide you and your affiliates, and any others for whom services are performed at your request (the "Services"). The nature and scope of our Services may be set forth in a Statement of Work ("SOW") signed by Moss Adams and you. However, all Services we provide you, whether or not set forth in a SOW, shall be subject to the terms of this Agreement.
- b. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. We may use subcontractors and Service Providers (defined herein) in providing the Services. From time to time, non-CPA personnel may perform the Services. Neither you nor we have any right, power or authority to bind the other.

2. Your Responsibilities

- a. You agree to (i) make all management decisions, perform all management functions, and assume all management responsibilities, (ii) designate one or more individuals who possess suitable skill, knowledge, and/or experience to oversee the Services, (iii) evaluate the adequacy and results of the Services, and (iv) accept responsibility for the results of the Services. It is your responsibility to establish and maintain internal controls, including, without limitation, monitoring ongoing activities. The provisions of this paragraph are not intended to and do not alter, modify or change Moss Adams' duties and obligations set forth in this Agreement.
- b. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
- c. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. You represent the provision of Client Information to us will not infringe any copyright, privacy, proprietary or other third-party rights. We will rely on Client Information made available to us and will have no responsibility to independently evaluate it for accuracy or otherwise verify it.

3. Reports

- a. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
- b. You may not disclose a Report (or any portion or summary of a Report) to any third party or refer to us in connection with the Services, except:
 - i. to your professional advisors (acting strictly in an advisory capacity and who are subject to these disclosure restrictions), who may review it only to give you advice relating to the Services;
 - ii. to the extent, and for the purposes, required by subpoena or similar legal process (of which you will promptly notify us);

Master Services Agreement

Mendocino Coast Health Care District

February 22, 2022

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- iii. to the extent, and for the purposes, required by regulatory or self-regulatory authorities in connection with routine audits and examinations as long as Moss Adams, a Report and the Services are not the subject of the audit or examination;
 - iv. with our prior written consent, to third parties who have executed an access letter in the form we prescribe;
 - v. as expressly stated in an SOW; or
 - vi. to the extent it contains Tax Advice, as set forth below.
- c. Our Reports may include spreadsheets, models, or other software tools. Such items are provided solely for your convenience in "as is" condition without warranty of any kind. We assume no responsibility for results obtained by anyone other than Moss Adams from the use of such items.
 - d. You acknowledge that Moss Adams has not placed any limitations on your disclosure of the tax returns, tax treatment or tax structure associated with any tax services under this Agreement ("Tax Advice"), and nothing in this Agreement shall be construed as limiting or restricting your disclosure of Tax Advice. Tax Advice may be challenged by taxing authorities and we make no representation that taxing authorities or courts will agree with our Tax Advice. With the exception of tax authorities, and recipients of tax forms you are required to provide under applicable law, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose.
 - e. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.
 - f. If you are permitted to disclose a Report (or a portion thereof) hereunder, you shall not alter, edit or modify it from the form we provided.

4. Charges for Services

- a. The charges for our Services will be based on our standard rate(s) in effect for the individual(s) providing the Services, absent a SOW specifying a different charge. Our charges may include any applicable sales and gross receipts tax, and direct and indirect expenses based on out-of-pocket expenditures, per diem allotments, mileage reimbursements, processing charges and technology expenses. Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the lower of twelve percent (12%) per annum or the highest rate allowed by law on any unpaid balance.
- b. If we are required by applicable law, legal process, or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

5. Limitations

- a. THE TOTAL LIABILITY OF MOSS ADAMS, AND ITS OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, MEMBERS, EMPLOYEES, SUBCONTRACTORS, AND AGENTS (COLLECTIVELY, "MOSS ADAMS PERSONS"), TO YOU OR ANY THIRD PARTY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY SHALL NOT, IN THE AGGREGATE, EXCEED THE FEES PAID OR PAYABLE TO MOSS ADAMS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS

Master Services Agreement
Mendocino Coast Health Care District
February 22, 2022
Page 3 of 7

PRIOR TO THE ACT OR OMISSION THAT CAUSED THE LOSS. THIS LIMITATION WILL NOT APPLY TO THE EXTENT LOSSES ARE CAUSED BY OUR FRAUD OR WILLFUL MISCONDUCT.

- b. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. You shall make any claim relating to the Services or otherwise under this Agreement no later than one (1) year after the cause of action accrues and in any event, no later than two (2) years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law, regulations or professional regulations.
- d. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any Moss Adams Persons. You shall make any claim or bring proceedings only against us. The provisions of this Section 5 are intended to benefit Moss Adams Persons, who shall be entitled to enforce them. Moss Adams shall have no liability for the conduct of any other parties.

6. Indemnity

Unless prohibited by applicable law, regulations, or professional standards, you shall indemnify us and the Moss Adams Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party's use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

7. Intellectual Property Rights

- a. We may use or develop intellectual property in performing our Services, including without limitation, data, software, designs, utilities, tools, models, systems, general skills, know-how, expertise, concepts, ideas, methods and techniques ("Materials"). We retain all intellectual property rights in the Materials (including any developments, improvements, and knowledge generated during or as a result of the performance of our Services), and in any working papers compiled in connection with the Services.
- b. Upon payment for particular Services and subject to the other terms of this Agreement, you may use any Materials that are included in any Reports solely to the extent necessary to use the Reports.

8. Internal Use and Third Parties

All Services (including any Reports) shall be solely for your informational purposes and internal use, and none of our Services create privity between Moss Adams and any person or party other than you ("third party"). None of our Services are intended for the express or implied benefit of any third party, and no third party is entitled to rely on the Services we provide you, including without limitation, any Reports.

9. Confidentiality

- a. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that should reasonably be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:

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- i. is or becomes public other than through a breach of this Agreement;
 - ii. is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
 - iii. was known to the recipient at the time of disclosure or is thereafter created independently by the recipient;
 - iv. is disclosed as necessary to enforce the recipient's rights under this Agreement; or
 - v. must be disclosed under applicable law, legal process or professional regulations.
- b. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
- c. Unless prohibited by applicable law, we use Client Information, and provide it to Moss Adams Persons, to facilitate or improve performance of the Services, to comply with regulatory requirements, and for quality and risk management purposes. We also utilize service providers, such as cloud-based software vendors, to support our operations and enable us to provide our Services to you ("Service Providers"). Moss Adams Persons and Service Providers may collect, use, transfer, store or otherwise process Client Information in the local and foreign jurisdictions in which they operate. All Moss Adams Persons and Service Providers are required to protect the confidentiality of any Client Information to which they have access in the course of their work. We will not sell Client Information to anyone.
- d. We may use Client Information, and provide it to our affiliates, to identify additional services that may be of interest to you (e.g., accounting, investment banking, asset management, IT security, and consulting services), and to send newsletters and other communications for general information purposes. Any Client Information provided to our affiliates shall be treated as confidential by such affiliates consistent with our obligations in this Section 9.
- e. We may aggregate Client Information, and anonymize it by excluding any personally identifiable information ("Aggregated Anonymous Data"), to analyze, improve, support and operate the Services and otherwise for any business purpose, during and after the term of this Agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports, for distribution to our clients and prospects, for their general information purposes. We will not identify you as the source of any Aggregated Anonymous Data.
- f. Our privacy policy is available at www.mossadams.com for general information purposes.

10. Subpoena of Documents

As a result of our Services to you, we may be required or requested to provide information or documents in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. We will notify you of any such request and you may, within the time permitted for us to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will produce information to the extent required by law.

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11. Use of a Party's Name

No Party may use another Party's name, its trademarks, service marks or logos in connection with the Services or otherwise without the prior written consent of such Party, which consent may be withheld for any reason and may be subject to certain conditions, although we may publicly identify you as a client in connection with specific Services or generally.

12. Force Majeure

No Party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond such Party's reasonable control.

13. Governing Law and Dispute Resolution

- a. This Agreement shall be governed by the laws of the state of Washington, without giving effect to any conflicts of laws principles.
- b. If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiations, the Parties agree to try in good faith to settle the dispute by mediation using an agreed upon mediator. Each Party shall be responsible for its own mediation expenses, and shall share equally in the mediator's fees and expenses.
- c. Each Party hereby irrevocably (a) consents to the exclusive jurisdiction and venue of the appropriate state or federal court located in King County, state of Washington, in connection with any dispute hereunder or the enforcement of any right or obligation hereunder, and (b) WAIVES ITS RIGHT TO A JURY TRIAL.

14. Term and Termination

- a. This Agreement shall remain in effect until terminated as provided below.
- b. This Agreement and any SOW may be terminated by either Party, with or without cause, upon ten (10) days written notice. In the event of such notice, we will stop providing Services except on work, mutually agreed upon in writing, necessary to carry out such termination. Termination of this Agreement shall automatically terminate all SOWs in progress, however, termination of a particular SOW shall not affect the validity of this Agreement or any other SOWs.
- c. In the event of termination, (i) you shall pay us for Services provided and expenses incurred through the effective date of termination, (ii) we will provide you with all finished Reports, and (iii) neither Party shall be liable to the other for any damages that occur as a result of our ceasing to render Services.
- d. The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

15. General Terms

- a. This Agreement constitutes the entire agreement between the Parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.

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- b. Each Party may execute this Agreement (including SOWs), as well as any modifications thereto, by electronic means and each Party may sign a different copy of the same document. Both of the Parties must agree in writing to modify this Agreement or any SOW. The Parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the Parties waive this general contract rule.
- c. Each Party represents to the other that each person signing this Agreement or any SOW hereunder on its behalf is expressly authorized to execute it and to bind such Party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates shall be bound by the terms of this Agreement.
- d. Neither Party may assign any of its respective rights, obligations, or claims arising out of or related to this Agreement or any Services. Any assignment in violation of this provision shall be void.
- e. The non-exercise or partial exercise by either Party of any of its rights under this Agreement shall not in any case constitute a waiver of that right.
- f. If any provision of this Agreement (in whole or part) is held to be illegal, invalid, or otherwise unenforceable, the other provisions shall remain in full force and effect.

16. Mutual Waiver of COVID-19 Claims

This provision addresses issues regarding the novel coronavirus ("COVID-19"). The Parties acknowledge their respective understanding of the hazards of COVID-19, including, but not limited to, its highly contagious nature and the corresponding health risks associated with being exposed to or infected by COVID-19. Each Party agrees to waive, release, discharge, and covenants not to sue the other Party or its affiliates and its and their respective officers, directors, partners, principals, employees, agents, or subcontractors from any and all claims, damages, expense, liability, illness or losses that may occur from exposure to or infection by COVID-19 arising out of, related to, or in any way connected with the professional services provided by Moss Adams.

This Agreement is effective as of the date set forth above.

AGREED:

MENDOCINO COAST HEALTH CARE DISTRICT

Signature: _____

Print Name: _____

Officer Title: _____

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Mendocino Coast Health Care District
February 22, 2022
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MOSS ADAMS LLP

Signature: Stelian Damu

Print Name: Stelian Damu

Title: Partner

Client: #725155
v. 9/21/2021

TAB 7

Approve change to MCOC bylaws

Note: the only change occurs in Section 3

Preamble

In accordance with Measure “C” parcel tax of the Mendocino Coast Healthcare District (“District”), passed by the voters on June 5, 2018, the Mendocino Coast Healthcare District Board of Directors (“Board”) has established a Measure “C” Taxpayer Oversight Committee (“Committee”) which shall have the duties and rights set forth in these Bylaws.

Name, Purpose, and Duties

Name

The name of this committee shall be the “Mendocino Coast Healthcare District Measure “C” Taxpayer Oversight Committee” hereinafter referred to as the “Committee.”

1. Purpose

The Committee shall review proposed spending of Measure C funds and make recommendations to the Board about whether the proposed spending is consistent with the purposes set forth in Measure C. The Committee shall review and report on the expenditure of Measure revenues to verify said revenues are expended solely *to attract and retain high quality doctors/nurses, maintain local emergency room, obstetric, surgical, ambulance and related 911 services, and make critical repairs and upgrades to medical equipment/facilities.*

The Board reserves the exclusive power and responsibility for the expenditure of all Measure “C” revenues.

2. Duties

Committee members shall be expected to attend its regularly scheduled meetings, review all pertinent information provided to the Committee, and abide by the provisions of the *Ralph M. Brown Act* (the “Brown Act”) (Gov. Code § 54950 *et seq.*) and all rules of conduct established in these Bylaws. In furtherance of its purpose the Committee may engage in the following activities:

- A. Receive and review the District’s budgets to verify that parcel tax is planned to be expended in accordance with the purposes set forth in the ballot language of Measure “C” as approved by the voters.
- B. Receive and review all pertinent expenditure reports produced by the District to verify that parcel tax revenue was expended in accordance with the purposes set forth in the ballot language of Measure “C” as approved by the voters.
- C. Prepare and present to the Board, in open session, in December of each year or whatever month is otherwise deemed appropriate by the Committee and Board, an annual written report beginning with the 2018-19 fiscal year and continuing through fiscal year 2029-2030 (“Annual Report”) which will include:
 - i. A statement indicating whether the District’s parcel tax revenue expenditures for the preceding year were made in accordance with the stated purposes of Measure “C”.
 - ii. A summary of the Committee’s proceedings for the preceding year.
- D. Prepare and provide other reports and input to the Board on Measure “C” parcel tax expenditures’ compliance, to the extent practicable and the Committee deems necessary.

3. Committee Composition

The Committee shall consist of ~~seven~~ five voting members.

3.1 Eligibility

- A. The Committee shall be comprised of individuals who are at least 18 years of age and who live within the boundaries of the District
- B. No employee, official, vendor, contractor, or consultant of the District shall be appointed to the Committee.
- C. In appointing members to the Committee, the Board should make an effort to have as much geographic and demographic representation on the Committee as possible.

3.2 Conflict of Interest

- A. Members of the Committee are not subject to the Political Reform Act (Gov. Code §§ 81000 *et seq.*), and are not required to complete Form 700.
- B. Pursuant to the prohibitions contained in Article 4 (commencing with Section 1090) of Division 4 of Title 1 of the Government Code ("Article 4") and Article 4.7 (commencing With Section 1125) of Division 4 of Title 1 of the Government Code (¹¹Article 4.7¹¹) are applicable *to* members of the Committee. Accordingly:
 - i. Members of the Committee shall not be financially interested in any contract made by them in their official capacities or by the Committee, nor shall they be purchasers at any sale or vendors at any purchase made by them in their official capacity, all as prohibited by Article 4: and
 - ii. Members of the Committee shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, Incompatible, In conflict with, or Inimical to duties as a member of the Committee or with the duties, functions, or responsibilities of the Committee or the District. A member of the Committee shall not perform any work. service, or counsel for compensation where any part of his or her efforts will be subject to approval by any other officer, employee, board, or commission of the District's Board, except as permitted under Article 4.7.

4. Term of Service

- A. Committee members serve without compensation.
- B. Terms of Appointed Committee members shall be staggered. Three members shall serve for the first three years, and four members shall serve for the first four. Subsequent members shall serve four-year terms, except those appointed to replace vacancies.
- C. The Committee will terminate following the submission of the final Annual Report in December of 2030 (or whatever month is otherwise deemed appropriate by the Committee and the Board for presentation of the Committee's final Annual Report).

5. Replacing a Committee Member

- A. If a Committee position becomes vacant, the Board shall appoint a replacement as soon as practicable.
- B. Unless failure to act results in the inability to meet a Committee quorum, if six months or less remain of the unexpired four-year term, the Board may choose to leave that position vacant for the

remainder of the term.

- C. A replacement Committee member may be appointed by the Board if one or more of the following events occur:
- i. The Committee member submits a written resignation to the Board, with a copy to the Committee Chair;
 - ii. The Board removes a member for cause, including non-attendance at meetings violating these Bylaws, and/or violating the District's adopted norms.
- D. Committee members appointed to fill vacant, unexpired terms may apply and shall be eligible for reappointment to a succeeding full four-year term.
- E. Members whose term has expired may continue to serve on the Committee until a successor has been appointed.

6. Committee Officers

Officers of the Committee shall be a Chair, and a Vice-Chair. The Healthcare District CFO shall serve as non-voting Secretary to the Committee.

7. Elections

At the first meeting of each fiscal year, the Committee shall place into nomination and elect a Chair and a Vice-Chair.

8. Term of Office

Officers shall be elected for a one-year term and shall not be term-limited except for the limit on the terms of Committee members set forth in Section 4(B) above.

9. Duties of the Chair

- A. The Chair shall call Committee meetings.
- B. The Chair shall, in consultation with District staff and with input from the Committee, establish the agenda for each Committee meeting.
- C. The Chair shall preside over each Committee meeting, following the adopted Rules of Procedure.
- D. The Chair or his/her Committee-approved designee shall serve as spokesperson for the Committee in all representations of the Committee to the public, the Board, and the media.

10. Duties of the Vice-Chair

The Vice-Chair shall perform each of the duties of the Chair as necessary in the absence of the Chair.

11. Duties of the District-Designated Secretary

- A. Subject to review by the Chair before publishing, the District designated Secretary shall provide oversight in the preparation, recording, and distribution by District provided support of the following documents in accordance with the Brown Act:
 - Committee meeting agendas;
 - All reports, materials, and meeting packets as required by or addressed to the Committee;

- The minutes of Committee meetings;
- All written material submitted by the public during Committee meetings;
- All official correspondence addressed to the Committee;
- Reports adopted by the Committee;
- Committee attendance records.

B. The District-designated Secretary shall take and record roll at the beginning of each Committee meeting to determine the existence of a quorum. If a quorum ceases to exist during a meeting, the District-designated Secretary shall immediately inform the Chair.

12. Succession

The Vice-Chair will accede to Chair when a vacancy occurs in that office. In the event of a vacancy in the office of Vice-Chair, the position will be filled by election, agendaized at its next regular Committee meeting.

13. Meetings

- A. All Committee meetings subject to the Brown Act will be held in a fully-accessible District facility.
- B. The Committee shall meet quarterly each fiscal year. Special meetings can be scheduled as necessary.
- C. To the extent practicable, the Committee, with the support of the District-designated Secretary and Clerk of the Board, shall publicize and promote its meetings to attempt to invite as much public participation as can reasonably be expected.
- D. Committee members shall be available to attend Board of Directors meetings when reports relating to Measure "C" are presented.

14. Agendas

- A. The Committee will take public comment at the beginning of each meeting.
- B. Agendas for regular Committee meetings will be prepared by its Chair. In consultation with District staff and with input from the committee. All documents applicable to agenda items shall be distributed at least three days in advance of meetings.
- C. Any member of the Committee may submit a request for placing an item on a future agenda.
- D. Agendas may include a consent calendar for routine, non-controversial items. These items must be clearly identified on published agendas. Any member of the Committee or public may request at the meeting that an item be added to the consent calendar or be pulled for discussion.
- E. After roll-call and the establishment of a quorum, meetings will begin with a consent calendar if appropriate.

15. Quorum

Actions may be undertaken at a meeting only if half-plus-one of Committee members in office as defined by Section 3(A) are present.

16. Committee Voting

Unless otherwise specified in these Bylaws an agendaized action item may be approved by a simple majority of Committee members in attendance, a quorum being present. Members must be present to vote.

17. Rules of Procedure

Meetings shall be conducted with courtesy and decorum and in accordance with Robert's Rules of Order.

18. California's Open Meeting Law

All meetings of the Committee shall be open to the public and shall be noticed and conducted in strict compliance with the Brown Act.

19. Public Participation

Any member of the public present at a meeting may address the Committee during the period designated for public comment. The Chair may, at his/her discretion, choose in advance to place an equal time limit on all speakers.

20. Minutes

Minutes of Committee proceedings and all documents received and reports Issued shall be a matter of public record, and the District shall make them available on the District's website. The District shall provide secretarial/clerical services to assist the Committee Chair In preparation, distribution and posting of minutes for all Committee meetings. Minutes published before adoption by the Committee shall always be labeled "Draft Minutes."

21. Attendance

Regular attendance at Committee meetings Is a fundamental obligation of every member of the Committee. Absences are disruptive to Committee activity and representation. Failure to attend two consecutive meetings without acceptable reason announced in advance shall constitute due cause for member removal.

- A. Members anticipating an absence must call or email the Committee Chair or District- designated Secretary no later than 24 hours before the scheduled meeting.
- B. Committee attendance reports will be distributed annually and upon request by the Chair.

22. Committee Reports

- A. With the assistance of the District-designated Secretary, the Committee may prepare regular reports on its activities and, to the extent practicable, publicize and promote such reports.
- B. The Annual Report shall be issued and presented to the Board for each fiscal year. All Committee reports shall be made available on the District's website.
- C. Any such reports, written and/or oral, that represent the Committee's position must proceed from Committee review, be duly approved as to substance by an affirmative vote of a majority of the members present at a Committee meeting, a quorum being present, and be faithfully articulated to the public only by the Committee Chair or an approved designee.
- D. Any member of the Committee may speak as an individual on parcel tax issues but must clearly state for the record that such statements are their own personal views which do not necessarily represent those of the Committee or the District.

23. Amendment of Bylaws

Any amendment to these Bylaws shall be approved by a majority vote of the Board.

TAB 8

Notice of Elective Offices

KATRINA BARTOLOMIE
ASSESSOR
COUNTY CLERK-RECORDER
REGISTRAR OF VOTERS
COMMISSIONER OF
CIVIL MARRIAGES



COUNTY OF MENDOCINO

OFFICE OF ASSESSOR-COUNTY CLERK-RECOF
501 LOW GAP ROAD, RM. 1020
UKIAH, CALIFORNIA 95482
E-MAIL: acr@co.mendocino.ca.us

TONYA MOUNTS
ASSISTANT ASSESSOR
(707) 234-6800
ASSESSOR FAX: (707) 463-6597

AMANDA WOLTER
ASSISTANT REGISTRAR OF VOTERS
ASSISTANT CLERK RECORDER
(707) 234-6819

Business Property (707) 234-6815
County Clerk: (707) 234-6822
Recorder: (707) 234-6823
CLERK-RECORDER FAX: (707) 463-4257

May 6, 2022

Mendocino Coast Healthcare District
ATTN: Jessica Grinberg
700 River Dr
Fort Bragg, CA 95437

Your Special District Board Election will be conducted on Tuesday, November 8, 2022 in accordance with the provisions of your principal act. Accordingly, there are certain items that must be executed and filed with this office no later than 125 days (July 6, 2022) prior to the date of the election. These items are listed below:

- The attached "Notice of Elective Offices to be Filled" (form enclosed), which includes: Who is responsible for paying Candidate's Statement of Qualifications; and the list of officials whose terms expire in December 2022 (please indicate whether they were elected or appointed and if the office will be for a short term or a long term.

AND

- A map showing the boundaries of the district and the boundaries of the division of the district, if any.

PLEASE NOTE: We need BOTH the Notice of Elective Offices to be Filled AND a map of the district to order your election.

Potential candidates may obtain their filing forms directly from our office (501 Low Gap Road, Room 1020, Ukiah, CA 95482). Forms will be available and the filing period begins on July 18, 2022 and ends at 5:00pm on August 12, 2022.

Please feel free to contact this office if you have any questions.

Sincerely,

KATRINA BARTOLOMIE
Assessor-County Clerk-Recorder

Amanda Wolter

Amanda Wolter
Assistant Registrar of Voters

enclosure

MEMORANDUM

TO: KATRINA BARTOLOMIE, ASSESSOR-COUNTY CLERK-RECORDER
 FROM: MENDOCINO COAST HEALTH CARE DISTRICT
 SUBJECT: **NOTICE OF ELECTIVE OFFICES TO BE FILLED, AND STATEMENT OF RESPONSIBILITY FOR STATEMENTS OF QUALIFICATIONS**

Notice is hereby given that, pursuant to Elections Code Section 10509 (which requires notification prior to the 125th day before the election (July 6, 2022), the following are the elected office holders of this district whose terms will expire in 2022, and whose successors will be required to be elected at the upcoming election to be held on November 8, 2022.

OFFICE: ⁽¹⁾	TO BE ELECTED AT LARGE or BY DIVISION	LENGTH OF TERM:
1. John Redding	At large	Four (4) years
2. Jessica Grinberg	At large	Four (4) years
3. Amy McColley	At large	Four (4) years
4. Norman de Vall	At large	Two (2) years

PLEASE **MARK** THE APPROPRIATE OPTIONS BELOW:

1. The length of Statement of Qualifications shall not exceed (select one):

200 words or 400 words*

**Please note: Estimated cost for printing 400-word statements is DOUBLE that of the 200 word statements and would apply to all Statements of Qualifications regardless of the number of words.*

2. The costs incurred in the printing of the optional Statements of Qualifications (English & Spanish, if requested by the candidate) in the Sample Ballot is the responsibility of the (select one)

District or Candidate

Multi-county districts please be advised that the estimated cost reflects only the Mendocino County portion of the cost.

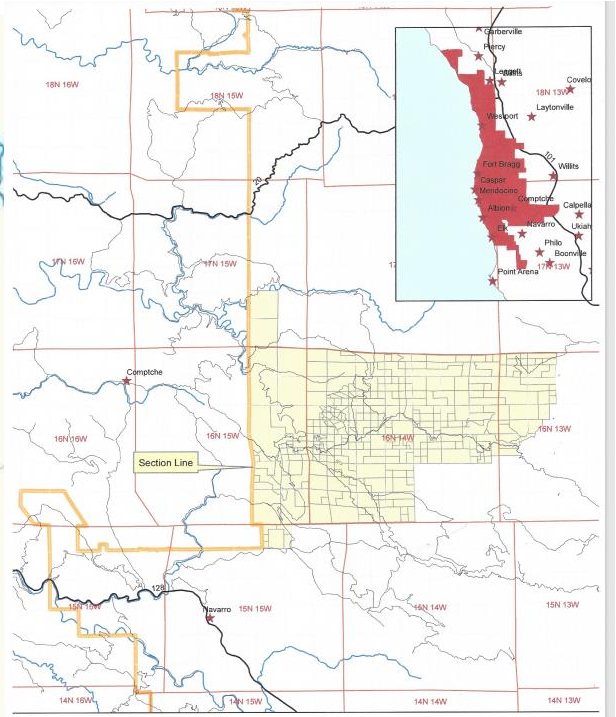
I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND SUBMIT THIS STATEMENT IN COMPLIANCE WITH ELECTIONS CODE SECTIONS 10509 AND 13307.

SEAL SIGNED: _____ DATE _____

Map of the District follows

(1) In the case of directors to be nominated by division or unit, show the division or unit number. If the office has otherwise been designated by number, show the office number.
 (2) If a director of a Public Utility District is to be elected by a territorial unit substitute "territorial unit" for "division".

The section of the map to the right that is highlighted in yellow was detached from the District by LAFCO in 2021.



TAB 9

District Budget for Adoption

[Link to Excel spreadsheet](#)

District Budget for Fiscal Year 2023
Adopted June 30, 2022

Cash Flow by Month	Notes	CY 2022												Annual		
		FY2023														
		July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June			
Receipts																
AH Lease Payment	No CPI adjustment	\$ 875,000								\$ 875,000						\$ 1,750,000
Measure C Parcel Tax	Net includes deduction of fees		\$ 135,250							\$ 866,250		\$ 598,500				\$ 1,575,000
District Tax Receipts			\$ 64,058							\$ 503,309		\$ 347,741				\$ 915,108
TOTAL PER MONTH		\$ 875,000	\$ 199,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,244,559	\$ -	\$ -	\$ 946,241	\$ -	\$ -	\$ -	\$ 4,265,108
Outlays																
Special Parcel Tax Fee, 2% Mendo Co.	CPI		\$ 2,705							\$ 17,325		\$ 11,970				\$ 32,000
Improvements Fund (maintenance)	4.2% 3.0%	\$ 1,091,800							\$ 1,091,800							\$ 2,183,600
Revenue Bonds- Refinanced 2016	Fixed monthly payments	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 46,933	\$ 563,200
HELP II Loan	next to last payment	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 13,802	\$ 165,624
United Health Group		\$ 223,650										\$ 223,650				\$ 223,650
Feasibility Study for Healthcare Facility		\$ 200,000							\$ 100,000						\$ 50,000	\$ 200,000
Board Budget Allocation		\$ 250,000														\$ 250,000
TOTAL PER MONTH		\$ 1,452,535	\$ 63,440	\$ 60,735	\$ 60,735	\$ 60,735	\$ 60,735	\$ 60,735	\$ 1,269,860	\$ 60,735	\$ 60,735	\$ 296,355	\$ 60,735	\$ 110,735	\$ 110,735	\$ 3,618,074
NET CASH FLOW		Previous Balance	\$ (577,535)	\$ 135,867	\$ (60,735)	\$ (60,735)	\$ (60,735)	\$ (60,735)	\$ 974,699	\$ (60,735)	\$ (60,735)	\$ 649,886	\$ (60,735)	\$ (110,735)	\$ 647,034	\$ 647,034
Cumulative Restricted Capital Fund (est.)		\$ 1,000,000	\$ 422,465	\$ 558,332	\$ 497,597	\$ 436,861	\$ 376,126	\$ 315,391	\$ 1,290,090	\$ 1,229,354	\$ 1,168,619	\$ 1,818,505	\$ 1,757,769	\$ 1,647,034	\$ 1,647,034	\$ 1,647,034

continues

TAB 10

Proposal from the Devenney Group for Professional Services



HEALTHCARE PLANNING AND ARCHITECTURE SINCE 1962

May 20, 2022

John Redding
Mendocino Coast District Hospital
700 River Drive
Fort Bragg, CA 95437

Project: **Mendocino Coast District Hospital (#10301)**
Conceptual Design Concept Development
Project No.: MKT542

Dear Mr. Redding,

We are pleased to submit this proposal to provide Special Services for the above referenced Project to create the prototype for Conceptual Design Concept Development for the replacement or reuse of the existing Mendocino Coast District Hospital. The scope of our proposal is based on information obtained during our virtual meeting with you on October 15, 2021 and subsequently on May 17, 2022. A description of the Project and our Special Services is as follows:

SECTION 1. DESCRIPTION OF THE PROJECT

The intent of the Project is to assist the client with design information in order to provide a concept development for a replacement hospital on the adjacent 5 acres. Provide a concept development at an additional property referenced as "The Bluffs" expected to be 10 acres and to include staff housing of an unknown quantity or scale at this time. Deliverables will include four (4) different concepts: 1 – 10-bed replacement hospital development on adjacent 5-acre parcel to the existing hospital; 1 25-bed replacement hospital development on adjacent 5-acre parcel; 1 – 10-bed replacement hospital development on a remote 10-acre site located on the bluffs; and 1 – 25-bed replacement hospital development located at the 10-acre site at the bluffs.

The following describes the process for developing a work plan that will provide the desired outcome through a Concept Development study.

- **Phase 1 – Information Gathering / Code Research / Zoning Due Diligence (2.5 weeks) (1 on site meeting + 1 virtual meeting to report findings)**
 - Understand existing site and building conditions
 - Understand studies completed to date (if any)
 - Understand programmatic / site asserts
 - Review applicable codes
 - Setbacks / requirements
 - Design standards
 - System standards
 - Conduct high level visioning session

- Create design criteria
 - Get high level program information
 - Determine whether service line projections are needed
- Phase 2 – Program Development (**3 weeks**) (**2 virtual meetings to review and refine program**)
 - Develop high level program based on programmatic metrics based on key rooms and / or service thoughts provided by owner
- Conceptual Planning (**3 weeks**)
 - Develop up to three concepts at a high level blocking and stacking stage
 - Site concepts will include an analysis of pedestrian and vehicle circulation, and potential utilization of existing assets.
- Concept development (**4 weeks**) (**1 virtual meeting + 1 on site**)
 - Refinement to concepts as needed
 - Site plan development
 - Architectural narrative
 - Departmental blocking and stacking development
 - Coordination of an Opinion of Cost with selected schemes
 - Assistance in refinement of Project Scope based on budget feedback
- Project Schedule Development (**concurrent**)
 - Entitlements Based on Scope
 - Design/Engineering
 - Permitting

We anticipate a maximum of **3 trips** to the project site. These trips will be to familiarize our team with the existing facilities, meet with selected staff as identified by leadership at the hospital, and to meet with local officials having jurisdiction over the project site.

We will perform these services described herein consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. We will perform these services as expeditiously as is consistent within the profession.

SECTION 2. DESCRIPTION OF SPECIAL SERVICES

CONCEPT DEVELOPMENT

- Creation of Project Programming
 - Identify total number of beds, determination of which specific acute care services will be included in the initial phase of development, the replacement hospital.
 - Finalization of the outpatient services and scale associated with expected demand and identify the capacity for future growth on the selected site.

- Strategize and document space options for reuse of existing facilities on current hospital site.
- Deliver final Project Program for initial phase development in an Excel format for client review, sign off, and approval.
- **Concept Site Plan**
 - Graphic development in coordination with local jurisdictions to confirm Zoning and Entitlement process of sites, identifying location and proximity of the buildings, parking, entry drives, fire access, outdoor amenities, and site improvements
 - Deliverable Site Plan to include aerial view of development, areas of hardscape and softscape improvements, number of parking stalls, fire lane demarcation, property set-backs and associated site amenities.
- **Project Scope Refinement**
 - Coordinate with cost estimate resources provided by Cumming on best practices for occupancy and construction types including zoning/entitlement requirements associated with local jurisdiction approval process.
 - Provide a Sketch-Up model image of the preferred project identifying recommended materials and architectural character to be used to assist in refining cost values for development budgeting.
 - Provide an architectural narrative to be used to assist in refining cost values for development budgeting.
 - Assist in the development and refinement of project scope narrative describing quality and character of the built environment.
- **Project Scope and Schedule Deliverables**
 - Assist with final determination of local jurisdiction with least restrictive zoning and entitlement requirements and construction permitting for preferred property.
 - Provide a detailed Work Plan for design and engineering with schedule milestones.
 - Provide presentation level workbook and PowerPoint for presentation to the District Board.

SECTION 3. OPERATIONAL PLANNING SERVICES

The goal will be to establish the scale of the facility through having a consensus in vision of the service offerings. An analysis for 10 vs. 25 beds, most resources are going to be a minimum (ante) number of rooms. The driving decisions will be centric to:

- Scale of ED
- Beds
- Surgical / Procedural Services
- Labor and Delivery Obstetrical services

While the first two are primarily population based, the choices of vision around surgical / procedural and obstetrical services are likely the greater variables to the building and staffing scale. The Project Team will work closely with the Owner to refine and finalize these variables.

Scope of services is to provide context for the Owner to choose the direction of the service, scale, and identify the amount of supportive housing. Our proposal includes the following:

- Assess historical market positioning: What is the scale and characteristics of current services and what is staying vs. out-migrating by type, payer, and service?
- Establish a 10 year market projection based on market growth and aging
- Develop and present (virtually) the overview of the above to discuss and coalesce their vision of services provided in the context of the historical and projected opportunity.
- Develop up to two high level volume and Key Room (Key Planning Unit) projection Scenarios
- If required, Present the scenarios’ implications to the leadership group to narrow to a single scenario
- Develop staffing projections to resource a single scenario and identify the staffing barriers

Devenney Group will develop DGSF and BGSF projections for the proposed buildings. The Innova Group would attend meetings and do our presentations virtually given the challenges of travel.

Schedule for these services is expected to be 4 to 6 weeks from notice to proceed.

SECTION 4. COST ESTIMATING SERVICES

Cumming Corporation will provide cost estimating services based on historical data for similarly sized projects. Costs will be based on a cost per square foot format and will be consistent with market trends, escalation, and regional labor costs for the project location.

SECTION 5. COMPENSATION FOR SPECIAL SERVICES

Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of our invoice.

A breakdown of the architectural compensation is as follows:

Company	Discipline	Fee
Devenney Group	Architecture Special Planning	\$ 97,650
Cumming	Cost Estimating Support	\$ 16,000
The Innova Group	Operational Planning	\$25,000
Reimbursable Expenses	(estimated)	\$ 11,310
TOTAL DESIGN FEES		\$ 149,960

Any changes in the above scope will result in additional work and will require additional fees. Our staff can be utilized for work beyond the scope described above. Additional special services may be quoted as a fixed fee if requested by the Owner prior to commencing with the work.

SECTION 4. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for special services and include expenses incurred by us, our employees, and consultants in the interest of the project for the following expenses:

Transportation and authorized out-of-town travel and subsistence; dedicated data and communication services; fees paid for securing approval of authorities having jurisdiction over the Project; printing, reproductions, plots; postage, handling, and delivery; renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; all taxes levied on professional services and on reimbursable expenses; other similar Project-related expenditures. Any travel would be reimbursed at cost and in accordance with IRS standard rates.

For reimbursable expenses, the compensation shall be the actual expenses incurred by us and our consultants plus an administrative fee of 10% of the expenses incurred.

SECTION 5. ADDITIONAL/SPECIAL SERVICES

If additional services are required, we will prepare an Additional Services Authorization. We will not commence additional services without written authorization.

SECTION 6. OWNER RESPONSIBILITIES

The Owner shall provide information in a timely manner regarding requirements for the Project, including a written description of the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, and site criteria.

The Owner shall identify a representative authorized to act on their behalf with respect to the Project and be able to make decisions focused on the improvements and operations of the facility. This representative will work closely with our design team during those periods of time during the development of the project.

SECTION 7. NOTICE TO PROCEED

If this proposal meets with your approval, please sign, date, and return one signed copy. We expect a Purchase Order agreement will be provided in a timely manner after this proposal has been approved and returned.

Mendocino Coast District Hospital
Special Services Proposal
May 20, 2021 – Page 6 of 6

We look forward to working with Mendocino Coast District Hospital on this special project. If you have any questions or comments, please do not hesitate to call me at 310-486-4662.

Sincerely,

So agreed as set forth herein, this

Devenney Group Ltd., Architects

_____ day of _____ 2021.

(Signature)

Scott K. Mackey, AIA, NCARB, APEC, LEED AP
Executive Director

(Name/Title)

cc: S. Stack / DGL D. Campbell / DGL
 J. Jurju / DGL J. Dorsey / DGL
 File E-mailed 05-20-2022

TAB 11
Hubs and Routes Request for Reimbursement

History of Hubs & Routes' Fiscal Sponsorship Contract and Budget Determinations
4/23/22 with 5/20/22 addendum

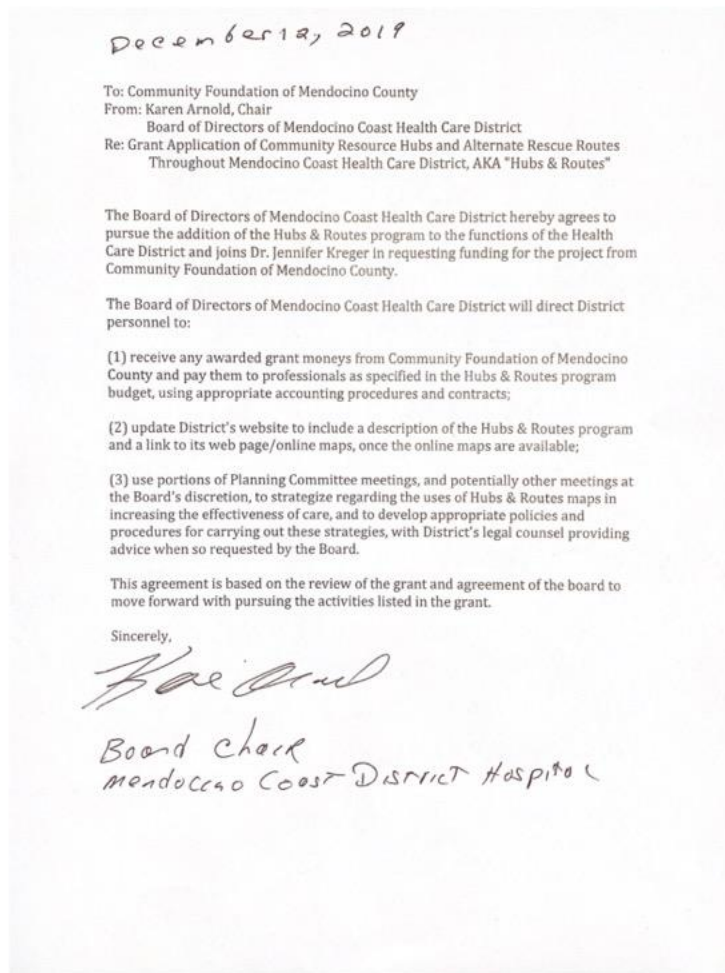
Purposes of this document:

(1) Answer a question posed at April 20, 2022 Board meeting by Chair De Vall: "Does Hubs & Routes have a formal contract with us for fiscal sponsorship, or is it a verbal agreement?" (Short answer: both.)

(2) Demonstrate that to reimburse Hubs & Routes' expenses for the 2021-2022 Fiscal Year is to act in good faith as a District Board.

INITIAL AGREEMENT AND GRANT:

The District's Fiscal Sponsorship Agreement began with the following letter from Chair Arnold on 12/12/2019:



Hubs & Routes' initial start-up grant was from Community Foundation of Mendocino County, and directed to us through Mendocino Coast Healthcare District which was acting as our Type A fiscal sponsor.

CONTINUATION BEYOND GRANT PERIOD:

At a Health Care District Board meeting on October 28, 2020, I reported the progress we had made in meeting the terms of the grant, requested Board approval of some slight adjustments to our 2020 budget and timeline that were made necessary by the pandemic, and requested Board approval to continue operating under the District's 501©3 umbrella.

This request was granted. Jessica Grinberg, as Board Chair, appointed Amy McColley and Sara Spring as the new Hubs & Routes Subcommittee. Shortly after the end of 2020, which was the end of the grant period, the Board disbursed to us Hubs & Routes Administrators the funds granted by the Community Foundation. Sara and Amy continued to meet by Zoom or telephone with me irregularly throughout 2021 and early 2022.

During the first half of 2021, Hubs & Routes Administrators did not do fund-raising. We paid the project expenses out of our own pockets.

CURRENT FISCAL YEAR:

At the June 24, 2021 MCHCD Board meeting, at which the budget for July 2021 - June 2022 was approved, Hubs and Routes was not in the budget prepared by John Redding as Treasurer. However, in the zoom recording at approx. minute 35, Sara Spring brought up Hubs & Routes.

John Redding: "It is not in the budget... I can add it if you like."

Sara Spring: "We've agreed to have it..."

John Redding said that he would be happy to include it "if you give me a dollar amount."

Sara Spring said, "We were thinking \$5,000."

Amy McColley moved to approve the budget as proposed. It seconded and passed.

The zoom recording is available on the Redding website: mchcdorg.com.

The agenda with the budget/finance report in a Tab should be available there as well.

I was not present at that June 24 meeting. I was directed by Chair Grinberg to address all my Hubs & Routes-related questions to the Hubs & Routes Subcommittee. The Subcommittee stated that the Board had voted unanimously to allow Hubs & Routes to use up to \$5,000 of general operating funds during Fiscal Year 2021-2022.

Hubs & Routes did not get addressed in any formal way in August, September, or October meetings of the full Board. During that time, we became aware that at least one Board member thought that our fiscal sponsorship agreement needed clarification.

PROPOSED FURTHER ELUCIDATION:

Therefore, the Subcommittee proposed a set of Policies and Procedures to clearly define our Type A fiscal sponsorship agreement. The Board voted against approving the Policies and Procedures. The given reason was a need to hear from Beta Healthcare Group about the liability issues related to Hubs & Routes. During the discussion after the motion and second, and amid the roll call vote, John Redding stated, "We are funding them." He also stated soon thereafter, "Why did we give them \$5,000?", implying that either \$5,000 had already been disbursed or that the June 24 budget vote did constitute having promised the funds to Hubs & Routes. That discussion is from the zoom recording of November 11, 2021 MCHCD Board meeting, available on mchcdorg.com under archived zoom recordings. Beta has subsequently given a verbal opinion that with the existing General Liability Policy covering the Board, plus a \$3-400 additional (professional) liability policy, the full scope of H&R activities for this year would be amply covered. To my knowledge, the Board has yet to purchase

that additional policy although it clearly fits within the \$5000 budget. Beta also stated that the majority of H&R activities are covered even now, without that additional policy, under the Board’s existing General Liability policy.

I made unsuccessful attempts to speak up at two later Board meetings to explain that the Board had not actually “already given us” \$5,000. Of the operating funds the Board voted to make available, none has yet been disbursed. The only money the District Board has passed to Hubs & Routes so far was provided by the Community Foundation of Mendocino grant.

During the Public Comments period of the April 20, 2022 Board meeting, I requested reimbursement for expenses incurred thus far in the current fiscal year. Unfortunately, I made an error in the totals so I am sending a new email to Chair De Vall entitled Updated Request for Reimbursement.

PREPARING FOR POSSIBLE TRANSFER TO NEW SPONSOR

Also at the April 20 2022 Board meeting, I heard verification that plans are underway to seriously consider disbanding the District. While it is too soon to know whether that disbanding will occur, I think it prudent to be proactive. I am therefore actively searching for a new Fiscal Sponsor for Hubs & Routes. If one is found, I will request reimbursement for any further invoices paid by that time, and then ask the Board to fill out a Transfer agreement so that the date of switching from one 501©3 umbrella to another is clear to all.

It is too soon to tell how long it could take to get established with a new sponsor. In the meantime, I want to let you know that I very much appreciate the opportunity the District has provided me and Rick Hemmings to create such a rich database and such a detailed set of readiness maps for the Mendocino Coast. It is an honor to serve our community.

Respectfully submitted by Jennifer Kreger MD
April 23, 2022

Addendum of May 20, 2022: some of our annual bills have come due in the last month so I have provided a further update of the financials. It is now titled, “May ’22 Request for Reimbursement.”—JK

Updated Request for Reimbursement for Hubs & Routes Expenses

Totals Requested as of June 1, 2022

To Jennifer Kreger: **\$536.00**
To Richard Hemmings: **\$1067.69**

Invoices Summary:

Amount	Paid To	By	On	For	Because
702.89	Hansen Supply	Hemmings	10/8/2021	20 blank Carsonite trail markers and one post driver	To add graphics to and then mark tsunami trails to higher ground

100	CalTopo LLC	Hemmings	10/8/2021	Mapping software	Used in some layers of our maps
21.09	McMasterCarr	Hemmings	10/9/2021	Bolts	To attach proposed aluminum tsunami maps to posts at lowland parking areas
94.00	US Postal Service	Kreger	11/6/2021	6 mos of Post office box	No consistent office staff for Board to receive and track paper signup forms
216	Grouper Decagon	Kreger	4/20/2022	Squarespace web platform subscription	Main text portion of website
20	Grouper Decagon	Kreger	4/20/2022	Domain ownership	website
100	ArcGIS/Esri	Kreger	4/21/2022	Subscription for Base map and platform use	interactive and go-around mapping
243.71	ZeeMaps	Hemmings	4/27/22	Map ware nonprofit	To map Hubs from JotForm
106	US PS	Kreger	6/1/2022	6 mos POB	same
Total for Hemmings 1067.69					
Total for Kreger 536.00					

Copies of Invoices Themselves:

Invoice

Charged on Wednesday, April 20, 2022

ISSUED TO

Jennifer Kreger
 28400 Simpson Lane
 Fort Bragg, CA 95437
 United States
 Card Number

..... 2884

ISSUED BY

Squarespace, Inc.
 225 Varick Street, 12th Floor
 New York, NY 10014

Charges

All prices in US Dollar.

Subscription: Business (Annually) - grouper-decagon-jb6c.squarespace.com	\$216.00
<hr/>	
Subtotal	\$216.00
Discount	-
Due	\$0.00
Paid	\$216.00

Thank you for your order. We will deliver your items by Monday.

McMaster-Carr

Confirmation

Delivery address Rick Hemmings 42011 Road 409 Mendocino CA 95460 Attention: Rick	Delivery method UPS Ground	Order date 10/9/2021
	Payment method Visa (****4799)	Placed by Rick Hemmings
		McMaster-Carr number 6389893

1009RHEMMINGS

Delivers Oct 11

1	304 Stainless Steel U-Bolt 5/16"-18 Thread Size, 2-1/2" ID 8896T129	2 packs of 1	5.27 pack	\$10.54
			Merchandise	10.54
			Shipping	9.72
			Tax	0.83
			Total	\$21.09

Your order is subject only to our terms and conditions, available at www.mcmaster.com or from our Sales Department.

Phone: (562) 692-5911

Email: la_sales@mcmaster.com



CalTopo LLC

Receipt from CalTopo LLC

\$100.00

Paid October 8, 2021



↓ Download invoice ↓ Download receipt

Receipt number	2082-0394
Invoice number	5AA74FA6-0004
Payment method	VISA - 4799

Receipt #2082-0394

OCT 8, 2021 – OCT 8, 2022

Desktop	\$100.00
----------------	-----------------

Qty 1

Tax - (0%)	\$0.00
------------	--------

Total	\$100.00
--------------	-----------------

Amount paid	\$100.00
--------------------	-----------------

Questions? Visit our support site at <http://help.caltopo.com>, contact us at accounts@caltopo.com, or call us at +1 833-564-4480.



Hello Jennifer Kreger,

Thank you for your automatic payment to the USPS® in the amount of \$106.00. This payment has been applied to your PO Box renewal and your credit card has been charged. This fee renews your PO Box for the next 6 months.

Transaction number:	91002260314108
Payment amount:	\$106.00
Payment period:	6 months
Next payment due:	11/30/2022
PO Box number:	721
Post Office location:	203 N FRANKLIN ST FORT BRAGG, CA 95437-9912

If your credit card or debit card information changes (e.g., card cancellation, card expiration, new card), be sure to update your account prior to your next scheduled automatic renewal payment. Go to your PO Box Online account, usps.com/poboxes, and click Manage Account. Then, find your PO Box and click See Details and then Edit Payment Details to update your Billing Information.



Hansen Supply Company
406 164th St SW
Lynnwood WA 98087
United States
Phone: 800.782.1235 or 206.789.5788

Quote

Page 1 of 1

Quote Number: QUO915
Quote Date: 10/08/2021
Quote Expires: 12/07/2021
Entered By: Leesha Skartvedt
Customer No: 8023460
Terms: Due on receipt
Sales:

Billing:
Rick Hemmings
42011 Road 409
Mendocino, CA 95460

Ship To
Rick Hemmings
42011 Road 409
Mendocino, CA 95460

Contact: Rick Hemmings
Email: hemstitch@gmail.com

Phone No: (707) 964-1601

F.O.B.

Customer P.O.	Job	Ship VIA		Freight Charge	Shipper No.	
		UPS® Ground		PREPAID & ADD		
Item Number	Unit	DS	Whs	Qty	Unit Price	Subtotal
TF-66-02	ea	No	Washington	20	\$17.85	\$357.00
TRI-FLEX MARKER 66" YELLOW						
PDR1	ea	No	Washington	1	\$185.00	\$185.00
POST DRIVER (FOR POST 5' TO 6")						

All orders are shipped FOB source with freight costs PPD & ADD unless quoted specifically without freight &/or FOB destination.

Net Order \$542.00
Shipping: \$160.89
Sales Tax: \$0.00
Order Total: \$702.89

ZeeMaps

Receipt from ZeeMaps

\$243.71

Paid April 27, 2022



↓ Download invoice ↓ Download receipt

Receipt number	2211-1639
Invoice number	D8BD978F-0007
Payment method	VISA - 2884

Receipt #2211-1639

APR 27, 2022 – APR 27, 2023

Professional Publisher, Annual Qty 1	\$324.95
--	-----------------

Subtotal	\$324.95
-----------------	-----------------

Non-Profit, Educational Discount (25% off)	-\$81.24
--	----------

Total	\$243.71
--------------	-----------------

Amount paid	\$243.71
--------------------	-----------------

Questions? Contact us at support@zeemaps.com or call us at +1 408-914-2955.

Invoice

Charged on Saturday, April 9, 2022

ISSUED TO

Jennifer Kreger
28400 Simpson Lane
Fort Bragg, CA 95437
United States
Card Number

..... 2884

ISSUED BY

Squarespace, Inc.
225 Varick Street, 12th Floor
New York, NY 10014

Charges

All prices in US Dollar.

Purchase of domain: hubsandrout.es.net - grouper-decagon-jb6c.squarespace.com	\$20.00
<hr/>	
Subtotal	\$20.00
Discount	-
Due	\$0.00
Paid	\$20.00


Payment Successful

Your payment was successful.

Payment Received - PO Box™ 721

Date 11.06.2021	Payment Period	Transaction#	Card
Amount \$94.00	6 Months	91002136892801	 ***** 6350

PO Box Details

PO BOX LOCATION	PO BOX SIZE	PAYMENT PERIOD	AUTO RENEWAL
FORT BRAGG - Post Office™ 203 N FRANKLIN ST, FORT BRAGG, CA 95437 (707) 964-2302	 Size 2-S 5" x 5,5"	6 Months \$94.00	ON NEXT PAYMENT DUE 05.31.2022

Additional Services

Street Addressing - Your PO Box comes with a real street address so you can order online and receive packages from any shipper.

Signature on File - You don't have to go to the retail counter to pick up certain signature and insured items. (Priority Mail Express®, Signature Confirmation™, and Insured Mail greater than \$500)

Don't forget:

To begin using your additional services, you will need to bring your Customer Agreement form to your Post Office™.



Esri Inc
380 New York Street
Redlands, CA 92373

Receipt

DATE: 04/21/2022
CARDHOLDER: JENNIFER KREGER
EMAIL: hubsroutes@mcn.org

CUSTOMER NUMBER 667221

INVOICE: 94237679
PUR. ORDER: CC KREGER
CREDIT CARD: Visa
CC NUMBER:2884
REFERENCE: 1662894749
AMOUNT: 100.00


Thank you for your payment!

Esri Contact

NAME: Bonnie Constantine
PHONE: + 19097932853 1297
FAX: 909-307-3031
EMAIL: bconstantine@esri.com

-- end --

Invoice



Zoom Video Communications Inc.
55 Almaden Blvd, 6th Floor
San Jose, CA 95113

<p>Invoice Date: May 28, 2022 Invoice #: INV150244966 Payment Terms: Due Upon Receipt Due Date: May 28, 2022 Account Number: 57662905 Currency: USD Account Information: MCDH</p>	<p>Federal Employer ID Number: 61-1648780</p> <p>Purchase Order Number:</p> <p>Tax Exempt Certificate ID: Zoom W-9</p>
<p>Sold To Address: 700 River Dr., Fort Bragg, California 95437 United States (707) 357-2115 jgrinberg@mcdh.net</p>	
<p>Bill To Address: 700 RIVER DR, FORT BRAGG, California 95437 United States jgrinberg@mcdh.org</p>	

Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Standard Pro Annual				
Quantity: 1 Unit Price: \$149.90	May 28, 2022-May 27, 2023	\$149.90	\$0.00	\$149.90
			Subtotal	\$149.90
			Total (Including Taxes, Fees & Surcharges)	\$149.90
			Invoice Balance	\$149.90

Taxes, Fees & Surcharge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR SURCHARGE AMOUNT
			Total (Including Taxes, Fees & Surcharges)	\$0.00

TAB 12

Board Policy _____
Payment of Previously Authorized Expenses

FIRST READING

1. Legal Agreements

- 1.1. The Mendocino Coast Health Care District by the vote of current or past Boards of Directors have entered into legally binding agreements. Examples are the loan agreements (HELP II) and bonds (2016 Refunding Bonds).
- 1.2. These require periodic payments of known amounts. It is the will of the Board to delegate the authority to make these payments to the Treasurer.
- 1.3. Each annual budget will include each of these payments as a line item.

2. Ancillary mandated payments

- 2.1. The bonds require an annual disclosure of the District's financial status. Willdan Financial Services has been appointed by the Bond Trustee to provide an annual disclosure service.
- 2.2. BNY Mellon (Bank of New York) collects re-payments of the 2016 Refunding Bonds from the District on a monthly basis. BNY Mellon distributes these funds to the Bond Holders. BNY Mellon charges the District a fee for this service.
- 2.3. The County of Mendocino charges an annual fee for its role in collecting and disbursing property and parcel tax receipts.
- 2.4. It is the will of the Board to delegate the authority to make these payments to the Treasurer Each annual budget will include each of these payments as a line item.

3. Contracted Services

- 3.1. The Board of Directors routinely enters into service agreements. When such agreements have been authorized, finalized, and signed by the Chair, payment is delegated to the Treasurer.
- 3.2. The Board of Directors also hires independent contractors to provide professional services. When such agreements have been authorized, finalized and signed by the Chair, payment is delegated to the Treasurer.
- 3.3. When the Board of Directors hires a District employee, the Treasurer is authorized to instruct the District's book keeper to put such employee on the District's payroll.
- 3.4. All payments for Contracted Services will be included in the monthly Financial Report prepared by the Treasurer.

4. Transfers of Funds

- 4.1. Property and parcel tax receipts from the County are deposited three times a year into the District's Deposit Account held at Tri-County Bank. The parcel tax receipts are required by law to be placed in a restricted account. The Treasurer is authorized to transfer parcel tax receipts to such account and to transfer property tax receipts to the Tax Revenue account.

4.2. By the terms of the Lease Agreement with Adventist Health, the District is required to make specified payments into a restricted account named Improvements Fund. These payments are due each year on July 1 and January 1. The Treasurer is authorized to transfer funds from a combination of the Tax Revenue and Measure C account into the Improvements fund.

4.3. Under the terms of the Lease Agreement, the District and Adventist Health share a Deposit Account held at Tri-County Bank. AH uses this account for billing purposes and will until such time as it has its own National Provider Identification (done) and is able therefore to establish a separate account. The District, to the extent that it has revenue, has funds comingled with those of AH in this account. From time to time, a shared employee prepares a list of receipts that belong to the District and to AH and sends this to the Treasurer for review and approval to transfer the money belonging to AH. The Treasurer is authorized to transfer those funds, after finding the list of transactions to be accurate.

4.4. All Transfers of Funds shall be included in the month Financial Report prepared by the Treasurer.

5. Miscellaneous Payments

5.1. The Treasurer is authorized to pay for any miscellaneous expenses either budgeted or not, provided such payments are \$1,000 or less. An example would be for office expenses or utilities.

6. Credit Card

6.1. A credit card shall be issued in the name of the Chair. This shall be used to pay for routine expenses. The Treasurer is authorized to instruct its book keeper pay the credit card on a monthly basis.

7. Two Signatures

7.1. All payments described in this policy will require the signature of both the Chair and the Treasurer.

7.2. This requirement will be implemented via the use of the Melio software which the District's book keeper uses to schedule payments and issue a request for approval to disburse these.

TAB 13

RESOLUTION NO. 2022 – July 2022

RESOLUTION OF THE MENDOCINO COAST HEALTH CARE DISTRICT

**MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO
AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC”
MEETINGS DURING THE STATE OF EMERGENCY**

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency; and

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation; and

WHEREAS, AB 361 added subsection (e) to Gov. Code Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings; and

WHEREAS, as of November 1, 2021, the COVID-19 pandemic has killed more than 72,140 Californians; and

WHEREAS, social distancing measures decrease the chance of spread of COVID-19; and

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body to conduct remote “telephonic” meetings; and

WHEREAS, Government Code 54953(e)(3) authorizes this legislative body to continue to conduct remote “telephonic” meetings provided that it has timely made the findings specified therein;

NOW, THEREFORE, IT IS RESOLVED by the Mendocino Coast Health Care District as follows:

This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

The above and foregoing Resolution was introduced by Board Member _____, seconded by Board member _____, and passed and adopted at a Regular meeting of the Mendocino Coast Health Care District held on the 30th day of June, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED: