

What is California CLASS?

California Cooperative Liquid Assets Securities System (California CLASS) is a joint exercise of powers entity authorized under Section 6509.7, California Government Code. California CLASS is a pooled investment option that was created via a joint exercise of powers agreement by and among California public agencies. California CLASS offers public agencies a convenient method for investing in highly liquid, investment-grade securities carefully selected with the goal of optimizing yields while prioritizing safety and liquidity. The California CLASS Prime and Enhanced Cash funds help assist public agencies in strengthening and diversifying their cash management programs in accordance with the safety, liquidity, and yield hierarchy that provides the framework for the investment of public funds.

How is it governed and managed?

California CLASS is overseen and governed by a Board of Trustees. The Board is made up of public agency finance professionals who participate in California CLASS and are members of the Joint Powers Authority (JPA). The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC. Public Trust is responsible to the Board for all program investment and administrative activities as well as many of the services provided on behalf of the Participants.

How can we participate?

Enrolling in California CLASS is simple. Public agencies may become Participants simply by filling out the Participant Registration Form that can be found in the document center on the California CLASS website. Public agencies may submit the completed registration packet to California CLASS Client Services for processing at clientservices@californiaclass.com. To obtain account forms and fund documents, visit www.californiaclass.com/document-center/.

Sponsored By:



www.calcities.org



**California Special
Districts Association**
Districts Stronger Together

www.csda.net

CALIFORNIA CLASS FEATURES

**As a California CLASS Participant,
you have access to many
convenient features:**

- Same-day availability of funds in Prime Fund (11:00 a.m. PT cut-off)
- Contributions by wire or ACH
- Ratings of 'AAAm' & 'AAAf/S1'
- Portfolio securities marked-to-market daily
- Secure online access for transactions and account statements
- No redemption notices for Prime Fund
- Participant-to-Participant transactions
- Dividends accrue daily and pay monthly
- No maximum or minimum transaction limits
- No maximum or minimum investment requirements
- No transaction fees*
- Annual audit conducted by independent auditing firm**
- Dedicated client service representatives available via phone or email on any business day

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from California CLASS for such transactions.
**External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



What are the objectives of California CLASS?

Safety

The primary investment objective of the California CLASS Prime Fund is preservation of principal. Both California CLASS portfolios are managed by a team of investment professionals who are solely focused on the management of public funds nationwide. The custodian for California CLASS is U.S. Bank, N.A.

Liquidity

When you invest in the California CLASS Prime Fund, you have access to your funds on any business day. You must notify California CLASS of your funds transaction requests by 11:00 a.m. PT via the online transaction portal. There are no redemption notices for the daily-liquid California CLASS Prime Fund. The California CLASS Enhanced Cash Fund is a variable NAV fund that provides next-day liquidity and requires a one-day notification of redemption.

Competitive Returns

California CLASS strives to provide competitive yields while adhering to the objectives of safety and liquidity. Participants can benefit from the investment expertise and institutional knowledge provided by the team of Public Trust professionals. The portfolio performance objective is strengthened by the knowledge of

California public agency cash flows that the Public Trust team possesses.

Ease of Use

To make cash management streamlined and efficient, California CLASS includes many features that make it easy to access account information and simplify record keeping. Participants can transact on any business day via the California CLASS Online Transaction Portal at www.californiaclass.com.

Flexibility

You may establish multiple California CLASS subaccounts. You will receive comprehensive monthly statements that show all of your transaction activity, dividend accruals, and yield summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your records.

Legality

California CLASS only invests in securities permitted by California State Code Section 53601; permitted investments are further restricted to those approved by the Board of Trustees as set forth in the California CLASS Investment Policies.

Have Questions? Contact us or visit www.californiaclass.com for more information.



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Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Please review the California CLASS Information Statement(s) before investing. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the California CLASS Prime Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Please review the California CLASS Information Statement(s) before investing. Past performance is not an indication of future performance. No assurance can be given that the performance objectives of a given strategy will be achieved. Any financial and/or investment decision may incur losses. The California CLASS Prime Fund is rated 'AAAm' by S&P Global Ratings. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit www.spglobal.com. The California CLASS Enhanced Cash Fund is rated by 'AAAI/S1' by FitchRatings. The 'AAAI' rating is Fitch's opinion on the overall credit profile within a fixed income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk.

Public Trust Advisors, LLC, a registered investment advisor with the U.S. Securities and Exchange Commission, provides investment advisory services to the Fund. PMA Securities, LLC, an affiliate of Public Trust Advisors, is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC and provides marketing, and securities and other institutional brokerage services.

ABOUT CALIFORNIA CLASS TERM SERIES II

California CLASS Term Series II (TS II) is a pooled investment vehicle designed to deliver a fixed rate of return while prioritizing capital preservation, planned liquidity (scheduled-maturity date), and competitive yields - built on the same high-quality investments as the California CLASS Prime portfolio.

Permitted investments include highly rated investment vehicles such as obligations of the U.S. government and its agencies and instrumentalities, commercial paper, bankers' acceptance, repurchase agreements, and investments permitted by California state statute and the California CLASS Investment Policy.

INVEST WITH CONFIDENCE

TS II provides fixed rates, targeted liquidity, and high-rated securities, enabling Participants to confidently align investments with their operational needs. Find out more below!

KEY FEATURES:

- ✓ Rated AAf by Fitch Ratings
- ✓ Comprised of Permissible Investments by California Government Code Section 53601
- ✓ Competitive, Fixed Rate of Return
- ✓ Customized Redemption Date Selected by You!

TERM SERIES II SUMMARY

Minimum Investment Period:	60 days
Maximum Investment Period:	One (1) Year [365 days]
Minimum Investment:	\$1,000,000
Investment Rate:	Fixed to planned redemption date. All investment rates are quoted net of fees and on a 365 basis unless noted otherwise.
Planned Redemption Date:	Principal plus interest is posted to the Participant's California CLASS account.
Withdrawal Prior to Planned Redemption Date:	Withdrawals made at any time prior to the planned redemption date are subject to an early redemption penalty associated with early liquidation which may reduce or eliminate income and/or may reduce principal.
Rating:	Fitch Ratings has assigned a AAf to the California CLASS Term Series II portfolio.

YOUR DEDICATED RELATIONSHIP TEAM



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INVESTING MADE EASY

Offering your local government a comprehensive approach to investing your funds

Investment Option	California CLASS Prime	California CLASS Enhanced Cash	California CLASS Term Series II
Portfolio Type	Prime-style fund	Enhanced cash	Target maturity fund
Safety	Rated 'AAAm' by S&P Global Ratings	Rated 'AAAF/S1' by FitchRatings	Rated 'AAAF' by Fitch Ratings
Liquidity Offered	Daily	Next-day	Held to maturity (of investors choosing)
Minimum Investment	None	None	\$1 Million
Withdrawals	Unlimited	Unlimited	Planned redemption at maturity
Investment Horizon	Day-to-day	12-18 Months	60 to 365 Days
Dividend Rate	Apply daily	Accrue daily	Accrue daily / Paid at maturity
WAM	≤60 days	≤60 days	N/A
Net Asset Value (NAV)	Stable \$1.00 per share	Variable \$10.00 per share	Principal at maturity

ELIGIBLE INVESTMENTS

California CLASS investments are made in accordance with California Statutes. Information regarding any investments in a California CLASS portfolio will be provided upon request. To review the California CLASS Investment Policy, please visit www.californiaclass.com.

For Institutional Use Only. Public Trust Advisors, LLC, PMA Financial Network, LLC, PMA Securities, LLC and PMA Asset Management, LLC (collectively PTMA) are under common ownership. Public Trust Advisors, LLC and PMA Asset Management, LLC, are both SEC registered investment advisers. PMA Securities is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC. Registration with the SEC does not imply a certain level of skill or training. Marketing, securities, institutional brokerage services and municipal advisory services are offered through PMA Securities, LLC. Public Trust Advisors and PMA Asset Management provide investment advisory services primarily to local government investment pools ("Funds") and separate accounts. All other products are provided by PMA Financial Network, LLC.

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. California CLASS is not a bank. An investment in California CLASS is not insured by the Federal Deposit Insurance Corporation or any other government agency. Please read the applicable information statement(s) carefully before making any investment decision. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

The California CLASS prime-style portfolio is rated: 'AAAm' by S&P Global Ratings. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit www.spglobal.com. California CLASS Enhanced Cash is rated 'AAAF/S1' by FitchRatings. California CLASS Term Series II is rated 'AAAF' by FitchRatings. The 'AAAF' rating is Fitch's opinion on the overall credit profile within a fixed-income fund/portfolio and indicates the highest underlying credit quality of the pool's investments. The 'S1' volatility rating is Fitch's opinion on the relative sensitivity of a portfolio's total return and/or net asset value to assumed changes in credit spreads and interest rates. The 'S1' volatility rating indicates that the fund possesses a low sensitivity to market risks. For a full description on rating methodology, please visit www.fitchratings.com. Ratings are subject to change and do not remove credit risk.

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CALIFORNIA CLASS TERM SERIES II INDICATIVE RATES AS OF 06/01/2026

Every Dollar Matters. Make Every Dollar Count.

A pooled investment vehicle designed to deliver a fixed rate of return while prioritizing capital preservation, planned-date liquidity, and competitive yields - *built on the same high-quality credit exposures as the California CLASS Prime Fund*. **Orders must be placed by Wednesday, 12:00 p.m. PT.**

Term Series II Rates

Months	Days	Date*	Net Indicative Rate (365 Basis)
2	60	8/1/2026	3.78%
3	90	8/31/2026	3.80%
4	120	9/30/2026	3.82%
5	150	10/30/2026	3.86%
6	180	11/29/2026	3.87%
7	210	12/29/2026	3.89%
8	240	1/28/2027	3.94%
9	270	2/27/2027	3.97%
10	300	3/29/2027	3.86%
11	330	4/28/2027	3.89%
12	365	6/2/2027	3.93%

**A range of additional terms is available for each month, with maturities that can be tailored to meet your specific needs. Rates for maturities longer than 270 days are provided for indicative purposes only. Please contact a member of the team for customized offerings.*

Term Series II (TS II)

investments are funded through the existing California CLASS subaccount of your choosing, giving you additional visibility into your investment reporting.

- ✓ Rated AAf by Fitch Ratings
- ✓ Minimum Investment of \$1,000,000 Per Term
- ✓ Competitive, Fixed Rate of Return
- ✓ Customized Redemption Date Selected by You!

For institutional use only. All investment rates are quoted net of fees and on a 365 basis unless noted otherwise. Withdrawal prior to the planned redemption date (maturity): redemption value per share equals the purchase price plus dividends earned to date, reduced by any losses incurred by the Series, if any, and any early redemption penalty. Data unaudited. Charts and/or values presented may not add up precisely to absolute figures due to rounding. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the California CLASS stable NAV fund(s) seek to preserve the value of your investment at \$1.00 per share, this is not guaranteed. Please review the applicable Information Statement(s) before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

PMA Financial Network, LLC, PMA Securities, LLC, PMA Asset Management, LLC, and Public Trust Advisors, LLC, (collectively "PTMA") are under common ownership. Public Trust Advisors, LLC and PMA Asset Management, LLC, are both SEC registered investment advisers. PMA Securities is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of FINRA and SIPC. Registration with the SEC does not imply a certain level of skill or training. Marketing, securities, institution and municipal advisory services are offered through PMA Securities, LLC. Public Trust Advisors and PMA Asset Management provide investment advisory services primarily to local government investment pools ("Funds") and separate accounts. All other products are provided by PMA Financial Network, LLC. For more information, please visit us at <http://www.ptma.com/>.

INVESTING MADE EASY.

Offering your local government a comprehensive approach to investing your funds.

Investment Option	Prime	Enhanced Cash	Term Series II
Portfolio Type	Prime-Style	Enhanced Cash	Target Maturity Fund
Purpose	Short-term liquidity	Strategic Reserves	Strategic Reserves
Rating	AAAm	AAAf/S1	AAAf
Liquidity Offered	Daily	Next-Day	Held to Maturity
Minimum Investment	None	None	\$1 Million
Withdrawals	Unlimited	Unlimited	Planned Redemption Date
Investment Horizon	Day-to-Day	12-18 Months	60 to 365 Days
Dividends	Applied Daily	Accrue Daily, Paid Monthly	Accrue Daily, Paid at Maturity
WAM	≤60 days	90-200 Days	N/A
Net Asset Value (NAV)	Stable \$1.00 per share	Fluctuating	Principal at Maturity

Explore Your Investment Options!

California CLASS and California CLASS Enhanced Cash provide daily and next-day liquidity with no minimum investment requirement!

Prime		Enhanced Cash	
Daily Yield ¹	7-Day Yield ²	Daily Yield ¹	7-Day Yield ²
3.71%	3.70%	3.78%	3.76%

Yield information referenced above are as of May 29, 2026. ¹The California CLASS 7-Day Yield refers to income generated over the previous seven-day period; the income is then annualized. Data unaudited. Charts and/or values presented may not add up precisely to absolute figures due to rounding. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the California CLASS stable NAV fund(s) seek to preserve the value of your investment at \$1.00 per share, this is not guaranteed. Please review the applicable Information Statement(s) before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

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CALIFORNIA CLASS TERM SERIES II INDICATIVE RATES AS OF 06/22/2026

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Term Series II Rates

Months	Days	Date*	Net Indicative Rate (365 Basis)
2	60	8/22/2026	3.68%
3	90	9/21/2026	3.72%
4	120	10/21/2026	3.77%
5	150	11/20/2026	3.88%
6	180	12/20/2026	3.92%
7	210	1/19/2027	3.96%
8	240	2/18/2027	4.02%
9	270	3/20/2027	4.06%
10	300	4/19/2027	4.11%
11	330	5/19/2027	4.15%
12	365	6/23/2027	4.18%

**A range of additional terms is available for each month, with maturities that can be tailored to meet your specific needs. Rates for maturities longer than 270 days are provided for indicative purposes only. Please contact a member of the team for customized offerings.*

Term Series II (TS II)

investments are funded through the existing California CLASS subaccount of your choosing, giving you additional visibility into your investment reporting.

- ✓ Rated AA+ by Fitch Ratings
- ✓ Minimum Investment of \$1,000,000 Per Term
- ✓ Competitive, Fixed Rate of Return
- ✓ Customized Redemption Date Selected by You!

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Portfolio Type	Prime-Style	Enhanced Cash	Target Maturity Fund
Purpose	Short-term liquidity	Strategic Reserves	Strategic Reserves
Rating	AAAm	AAAf/S1	AAAf
Liquidity Offered	Daily	Next-Day	Held to Maturity
Minimum Investment	None	None	\$1 Million
Withdrawals	Unlimited	Unlimited	Planned Redemption Date
Investment Horizon	Day-to-Day	12-18 Months	60 to 365 Days
Dividends	Applied Daily	Accrue Daily, Paid Monthly	Accrue Daily, Paid at Maturity
WAM	≤60 days	90-200 Days	N/A
Net Asset Value (NAV)	Stable \$1.00 per share	Fluctuating	Principal at Maturity

Explore Your Investment Options!

California CLASS and California CLASS Enhanced Cash provide daily and next-day liquidity with no minimum investment requirement!

Prime		Enhanced Cash	
Daily Yield ¹	7-Day Yield ²	Daily Yield ¹	7-Day Yield ²
3.71%	3.71%	3.78%	3.79%

Yield information referenced above are as of June 18, 2026. ¹The California CLASS 7-Day Yield refers to income generated over the previous seven-day period; the income is then annualized. Data unaudited. Charts and/or values presented may not add up precisely to absolute figures due to rounding. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. California CLASS is not a bank. An investment in California CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the California CLASS stable NAV fund(s) seek to preserve the value of your investment at \$1.00 per share, this is not guaranteed. Please review the applicable Information Statement(s) before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

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East Kern Health Care District

Balance Sheet - unaudited - copy

As of May 31, 2026

		TOTAL
Assets		
Current Assets		
Bank Accounts		
1135 Mission Bank Checking		447,857.90
1140 Mision Bank Cancer Fund		25,815.42
1145 Cancer Fund CD		12,050.58
1150 Local Agency Fund		777,146.96
1151 LAIF FMV		892.93
1155 Bank of Sierra		7,519.88
Cash on hand		300.00
Total for Bank Accounts		\$1,271,583.67
Accounts Receivable		
1200 Accounts Receivable		0.00
1201 Taxes Receivable - Kern County		0.00
1290 1290 Allowance for Doubtful Accounts		0.00
Total for Accounts Receivable		\$0.00
Other Current Assets		
1299 Other Receivable		0.00
1400 Interest Receivable		0.00
1410 Taxes Receivable		0.00
1495 Prepaid Unit		2,500.00
1498 Prepaid Expenses		25,339.91
1499 Undeposited Funds		0.00
Inventory Asset		0.00
Uncategorized Asset		0.00
Total for Other Current Assets		\$27,839.91
Total for Current Assets		\$1,299,423.58
Fixed Assets		
1500 Land		178,205.00
1510 Buildings		1,310,740.00
1520 Furniture & Equipment		0.00
1530 Improvements		267,751.00
1549 Construction-In-Progress		264,050.00
1550 Accumulated Depreciation		-888,014.00
Total for Fixed Assets		\$1,132,732.00
Other Assets		
1700 Lease Receivable		78,263.00
Total for Other Assets		\$78,263.00
Total for Assets		\$2,510,418.58

AGENDA ITEM (c) PAGES

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East Kern Health Care District

Balance Sheet - unaudited - copy

As of May 31, 2026

		TOTAL
Liabilities and Equity		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 Accounts Payable		0.00
Total for Accounts Payable		\$0.00
Credit Cards		
TMC Bank VISA		0.00
Total for Credit Cards		\$0.00
Other Current Liabilities		
2050 Accrued Expenses		0.00
2110 Deferred Compensation		0.00
2125 Other Current Liabilities		600.00
2126 Accrued Payroll		0.00
2130 2130 Note Payable - Dalffe		0.00
2140 Lease Deposit		150.00
Total for Other Current Liabilities		\$750.00
Total for Current Liabilities		\$750.00
Long-term Liabilities		
2160 DIR - Leases		75,711.00
Total for Long-term Liabilities		\$75,711.00
Total for Liabilities		\$76,461.00
Equity		
2900 Retained Earnings		2,375,004.11
Net Income		58,953.47
3000 Opening Bal Equity		0.00
Total for Equity		\$2,433,957.58
Total for Liabilities and Equity		\$2,510,418.58

East Kern Health Care District

Profit and Loss YTD Comparison - unaudited - copy

May 1-31, 2026

	TOTAL	
	MAY 2026	JUL 1 2025 - MAY 31 2026 (YTD)
Income		
4010 Property Tax Revenues	57,793.01	290,765.99
4015 Reimbursement	193.66	16,326.29
4030 Lease Income	3,022.65	33,012.90
4040 Interest Income	16,675.41	31,935.59
Unapplied Cash Payment Revenue		0.00
Total for Income	\$77,684.73	\$372,040.77
Cost of Goods Sold		
Gross Profit	\$77,684.73	\$372,040.77
Expenses		
6100 General Operating Expenses		
6155 Directors Fees	2,700.00	27,900.00
6160 Dues and Subscriptions	1,705.16	11,457.36
6243 Modular Unit Rental	972.78	10,509.46
6345 Supplies	425.77	425.77
6550 Office Supplies	1,000.58	6,116.44
6120 Bank Service Charges		90.50
6165 Election Costs - Kern County		4,728.84
6170 Groundskeeper		4,750.00
Total for 6100 General Operating Expenses	\$6,804.29	\$65,978.37
6240 Miscellaneous		
6242 Community Support	353.56	5,223.89
Total for 6240 Miscellaneous	\$353.56	\$5,223.89
6300 Repairs & Maintenance		
6310 R&M- North Loop Bldg	\$995.00	\$3,885.00
6311 Large Item Repairs & Maint-N.Loos		20,444.35
6312 North Loop Construction		1,099.50
Total for 6310 R&M- North Loop Bldg	\$995.00	\$25,428.85
6318 R&M - Bay Ave		
6319 Fire Damage	10,525.00	10,525.00
6320 R & M - Bay Ave Bldg	3,300.00	8,770.39
Total for 6318 R&M - Bay Ave	\$13,825.00	\$19,295.39
Total for 6300 Repairs & Maintenance	\$14,820.00	\$44,724.24
6350 Conference and Travel		
6370 Meals	187.05	187.05
6385 Confernece Fees	0.00	4,857.00
6380 Travel		4,345.29
6383 Online Training/Webinars		65.00
Total for 6350 Conference and Travel	\$187.05	\$9,454.34

East Kern Health Care District

Profit and Loss YTD Comparison - unaudited - copy

May 1-31, 2026

	TOTAL	
	MAY 2026	JUL 1 2025 - MAY 31 2026 (YTD)
6390 Utilities		
6410 Water		
6412 Water 9300 N Loop	161.31	3,252.76
6414 Water 8051/8101 Bay Ave	70.00	753.08
Total for 6410 Water	\$231.31	\$4,005.84
6440 Internet/Telephone/Alarm		
6395 Telephone	115.00	3,576.70
6442 Internet 9300 N Loop	160.00	1,760.00
6444 Internet 8051/8101 Bay Ave	5,300.24	42,429.47
6330 Alarm Monitoring-Bay Ave Bldg		479.90
Total for 6440 Internet/Telephone/Alarm	\$5,575.24	\$48,246.07
6400 Gas and Electric		\$8,174.61
6401 Gas Electric 9278 N Loop		634.14
Total for 6400 Gas and Electric		\$8,808.75
6420 Trash		4,366.20
Total for 6390 Utilities	\$5,806.55	\$65,426.86
6560 Payroll Expenses		
6562 Payroll Federal/EDD Taxes	3,656.95	9,395.90
6565 Payroll Wage Expenses	7,394.12	36,941.18
6561 Payroll EDD Taxes		723.38
Total for 6560 Payroll Expenses	\$11,051.07	\$47,060.46
6270 Professional Fees		
6280 Legal Fees		46,418.64
6283 Prof Services Accounting		16,022.50
6285 Audit Expense		12,000.00
Total for 6270 Professional Fees		\$74,441.14
6500 Office Expenses		778.00
Total for Expenses	\$39,022.52	\$313,087.30
Net Operating Income	\$38,662.21	\$58,953.47
Other Income		
Other Expenses		
Net Other Income		
Net Income	\$38,662.21	\$58,953.47

Budget vs. Actuals_Budget_FY26_P&L rpt unaudited

July 1, 2025-June 30, 2026

	JUL 2025 - JUN 2026				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET
Income								
4010 Property Tax Revenues	290,765.99	250,000.00	40,765.99	116.31 %	290,765.99	250,000.00	40,765.99	116.31 %
4015 Reimbursement	16,326.29		16,326.29		16,326.29		16,326.29	
4030 Lease Income	36,035.55	57,000.00	-20,964.45	63.22 %	36,035.55	57,000.00	-20,964.45	63.22 %
4040 Interest Income	31,935.59	17,000.00	14,935.59	187.86 %	31,935.59	17,000.00	14,935.59	187.86 %
Unapplied Cash Payment Revenue	0.00		0.00		0.00		0.00	
Total for Income	375,063.42	324,000.00	51,063.42	115.76 %	\$375,063.42	\$324,000.00	\$51,063.42	115.76 %
Cost of Goods Sold								
Gross Profit	375,063.42	324,000.00	51,063.42	115.76 %	\$375,063.42	\$324,000.00	\$51,063.42	115.76 %
Expenses								
6100 General Operating Expenses		0.00	0.00			\$0.00	\$0.00	
6120 Bank Service Charges	90.50		90.50		90.50		90.50	
6155 Directors Fees	27,900.00	36,000.00	-8,100.00	77.5 %	27,900.00	36,000.00	-8,100.00	77.5 %
6160 Dues and Subscriptions	11,457.36	10,000.00	1,457.36	114.57 %	11,457.36	10,000.00	1,457.36	114.57 %
6165 Election Costs - Kern County	4,728.84	350.00	4,378.84	1351.1 %	4,728.84	350.00	4,378.84	1351.1 %
6170 Groundskeeper	4,750.00	6,500.00	-1,750.00	73.08 %	4,750.00	6,500.00	-1,750.00	73.08 %
6243 Modular Unit Rental	11,482.24	11,400.00	82.24	100.72 %	11,482.24	11,400.00	82.24	100.72 %
6345 Supplies	734.22	7,200.00	-6,465.78	10.2 %	734.22	7,200.00	-6,465.78	10.2 %
6550 Office Supplies	6,461.38		6,461.38		6,461.38		6,461.38	
6150 Depreciation Expense		0.00	0.00			0.00	0.00	
6281 Board Meeting Costs-Zoom Mtgs		250.00	-250.00	0.0 %		250.00	-250.00	0.0 %
6386 Tax Collection Charges		1,600.00	-1,600.00	0.0 %		1,600.00	-1,600.00	0.0 %
Total for 6100 General Operating Expenses	67,604.54	73,300.00	-5,695.46	92.23 %	\$67,604.54	\$73,300.00	-\$5,695.46	92.23 %
Expenses								
6240 Miscellaneous		0.00	0.00			\$0.00	\$0.00	
6242 Community Support	5,223.89	7,000.00	-1,776.11	74.63 %	5,223.89	7,000.00	-1,776.11	74.63 %
Total for 6240 Miscellaneous	5,223.89	7,000.00	-1,776.11	74.63 %	\$5,223.89	\$7,000.00	-\$1,776.11	74.63 %
6270 Professional Fees		0.00	0.00			\$0.00	\$0.00	
6280 Legal Fees	46,418.64	50,000.00	-3,581.36	92.84 %	46,418.64	50,000.00	-3,581.36	92.84 %
6283 Prof Services Accounting	16,022.50	20,000.00	-3,977.50	80.11 %	16,022.50	20,000.00	-3,977.50	80.11 %
6285 Audit Expense	12,000.00	12,000.00	0.00	100.0 %	12,000.00	12,000.00	0.00	100.0 %
6287 Consulting -Miscellaneous Consultants		25,000.00	-25,000.00	0.0 %		25,000.00	-25,000.00	0.0 %
Total for 6270 Professional Fees	74,441.14	107,000.00	-32,558.86	69.57 %	\$74,441.14	\$107,000.00	-\$32,558.86	69.57 %
6300 Repairs & Maintenance		4,000.00	-4,000.00	0.0 %		\$4,000.00	-\$4,000.00	0.0 %
6310 R&M- North Loop Bldg	3,885.00	0.00	3,885.00		3,885.00	0.00	3,885.00	
6311 Large Item Repairs & Maint-N.Loap	24,506.85	76,000.00	-51,493.15	32.25 %	24,506.85	76,000.00	-51,493.15	32.25 %
6312 North Loop Construction	1,099.50	900.00	199.50	122.17 %	1,099.50	900.00	199.50	122.17 %
Total for 6310 R&M- North Loop Bldg	29,491.35	76,900.00	-47,408.65	38.35 %	\$29,491.35	\$76,900.00	-\$47,408.65	38.35 %
6318 R&M - Bay Ave		0.00	0.00			\$0.00	\$0.00	
6319 Fire Damage	10,525.00	20,000.00	-9,475.00	52.62 %	10,525.00	20,000.00	-9,475.00	52.62 %
6320 R & M - Bay Ave Bldg	9,082.89	100,000.00	-90,917.11	9.08 %	9,082.89	100,000.00	-90,917.11	9.08 %
Total for 6318 R&M - Bay Ave	19,607.89	120,000.00	-100,392.11	16.34 %	\$19,607.89	\$120,000.00	-\$100,392.11	16.34 %
Total for 6300 Repairs & Maintenance	49,099.24	200,900.00	-151,800.76	24.44 %	\$49,099.24	\$200,900.00	-\$151,800.76	24.44 %
6350 Conference and Travel		22,000.00	-22,000.00	0.0 %		\$22,000.00	-\$22,000.00	0.0 %
6370 Meals	187.05		187.05		187.05		187.05	
6380 Travel	4,345.29		4,345.29		4,345.29		4,345.29	
6383 Online Training/Webinars	65.00		65.00		65.00		65.00	
6385 Confernece Fees	4,857.00		4,857.00		4,857.00		4,857.00	
Total for 6350 Conference and Travel	9,454.34	22,000.00	-12,545.66	42.97 %	\$9,454.34	\$22,000.00	-\$12,545.66	42.97 %
6390 Utilities		0.00	0.00			\$0.00	\$0.00	
6400 Gas and Electric	8,766.97	10,000.00	-1,233.03	87.67 %	8,766.97	10,000.00	-1,233.03	87.67 %
6401 Gas Electric 9278 N Loop	634.14		634.14		634.14		634.14	
Total for 6400 Gas and Electric	9,401.11	10,000.00	-598.89	94.01 %	\$9,401.11	\$10,000.00	-\$598.89	94.01 %

Budget vs. Actuals_Budget_FY26_P&L rpt unaudited

July 1, 2025-June 30, 2026

	JUL 2025 - JUN 2026				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET	ACTUAL	BUDGET	OVER BUDGET BY	PERCENT OF BUDGET
6410 Water		0.00	0.00			\$0.00	\$0.00	
6412 Water 9300 N Loop	3,548.68	4,500.00	-951.32	78.86 %	3,548.68	4,500.00	-951.32	78.86 %
6414 Water 8051/8101 Bay Ave	831.72	1,000.00	-168.28	83.17 %	831.72	1,000.00	-168.28	83.17 %
Total for 6410 Water	4,380.40	5,500.00	-1,119.60	79.64 %	\$4,380.40	\$5,500.00	-\$1,119.60	79.64 %
6420 Trash	4,366.20	5,500.00	-1,133.80	79.39 %	4,366.20	5,500.00	-1,133.80	79.39 %
6440 Internet/Telephone/Alarm		0.00	0.00			\$0.00	\$0.00	
6330 Alarm Monitoring-Bay Ave Bldg	522.89	700.00	-177.11	74.7 %	522.89	700.00	-177.11	74.7 %
6395 Telephone	3,576.70	2,500.00	1,076.70	143.07 %	3,576.70	2,500.00	1,076.70	143.07 %
6442 Internet 9300 N Loop	1,760.00		1,760.00		1,760.00		1,760.00	
6444 Internet 8051/8101 Bay Ave	42,429.47	12,000.00	30,429.47	353.58 %	42,429.47	12,000.00	30,429.47	353.58 %
Total for 6440 Internet/Telephone/Alarm	48,289.06	15,200.00	33,089.06	317.69 %	\$48,289.06	\$15,200.00	\$33,089.06	317.69 %
Total for 6390 Utilities	66,436.77	36,200.00	30,236.77	183.53 %	\$66,436.77	\$36,200.00	\$30,236.77	183.53 %
6500 Office Expenses	778.00		778.00		778.00		778.00	
6560 Payroll Expenses		0.00	0.00			\$0.00	\$0.00	
6561 Payroll EDD Taxes	723.38		723.38		723.38		723.38	
6562 Payroll Federal/EDD Taxes	9,395.90	11,000.00	-1,604.10	85.42 %	9,395.90	11,000.00	-1,604.10	85.42 %
6565 Payroll Wage Expenses	36,941.18	50,000.00	-13,058.82	73.88 %	36,941.18	50,000.00	-13,058.82	73.88 %
Total for 6560 Payroll Expenses	47,060.46	61,000.00	-13,939.54	77.15 %	\$47,060.46	\$61,000.00	-\$13,939.54	77.15 %
6180 Insurance		0.00	0.00			\$0.00	\$0.00	
6185 Liability Insurance		24,310.00	-24,310.00	0.0 %		24,310.00	-24,310.00	0.0 %
6190 Work Comp		1,050.00	-1,050.00	0.0 %		1,050.00	-1,050.00	0.0 %
Total for 6180 Insurance		25,360.00	-25,360.00	0.0 %		\$25,360.00	-\$25,360.00	0.0 %
Total for Expenses	320,098.38	532,760.00	-212,661.62	60.08 %	\$320,098.38	\$532,760.00	-\$212,661.62	60.08 %
Net Operating Income	54,965.04	-	263,725.04	-26.33 %	\$54,965.04	-	\$263,725.04	-26.33 %
		208,760.00				\$208,760.00		
Other Income								
Other Expenses								
6700 Annexation with Ridgcrest Regional Hospital		0.00	0.00			0.00	0.00	
Total for Other Expenses		0.00	0.00			\$0.00	\$0.00	
Net Other Income		0.00	0.00			\$0.00	\$0.00	
Net Income	54,965.04	-	263,725.04	-26.33 %	\$54,965.04	-	\$263,725.04	-26.33 %
		208,760.00				\$208,760.00		

Note

This report includes payables through 06202026.

East Kern Health Care District Draft Budget For Year 2026-2027

Line #	Description	Total		
		2025-2026		Notes
		July 2026 to June 2027 Draft	Budget	
Income				
1	4010 Property Tax Revenues	250,000.00	250,000.00	
2	4015 Reimbursement			
3	4030 Lease Income	37,000.00	57,000.00	36276
4	4040 Interest Income	17,000.00	17,000.00	
5	Unapplied Cash Payment Revenue			
6	Total Income	304,000.00	\$ 324,000.00	
7	Gross Profit	304,000.00	\$ 324,000.00	
8	Expenses			
9	6100 General Operating Expenses		0.00	
10	6120 Bank Service Charges	100.00		
11	6150 Depreciation Expense		0.00	per auditor
12	6155 Directors Fees	36,000.00	36,000.00	5 board members x \$600 x 12 momths
13	6160 Dues and Subscriptions	10,000.00	10,000.00	
14	6165 Election Costs - Kern County	5,000.00	350.00	
16	6243 Modular Unit Rental	11,400.00	11,400.00	
18	6345 District Supplies	4,000.00	7,200.00	

East Kern Health Care District Draft Budget For Year 2026-2027

Line #	Description	Total		Notes
		July 2026 to June 2027 Draft	2025-2026 Budget	
19	6386 Tax Collection Charges		1,600.00	
20	6550 Office Supplies	2,000.00		
21	Total 6100 General Operating Expenses	68,500.00 \$	73,300.00	
22	6180 Insurance		0.00	
23	6185 Liability Insurance	24,500.00	24,310.00	
24	6190 Work Comp	1,500.00	1,050.00	
25	Total 6180 Insurance	26,000.00 \$	25,360.00	
26	6240 Miscellaneous		0.00	
27	6242 Community Support	10,000.00	7,000.00	
28	Total 6240 Miscellaneous	10,000.00 \$	7,000.00	
29	6270 Professional Fees		0.00	
30	6280 Legal Fees	50,000.00	50,000.00	
31	6283 Prof Services Accounting	21,000.00	20,000.00	
32	6285 Audit Expense	12,000.00	12,000.00	
33	6287 Consulting -Misc	25,000.00	25,000.00	Bay and Turning point
34	Total 6270 Professional Fees	108,000.00 \$	107,000.00	
35	6300 Repairs & Maintenance		4,000.00	

East Kern Health Care District Draft Budget For Year 2026-2027

Line #	Description	Total		Notes
		July 2026 to June 2027 Draft	2025-2026 Budget	
36	6310 R&M- North Loop Bldg		0.00	
37	6311 Lg Item Rep & Maint-N.Loop		76,000.00	
38	6312 North Loop Construction	16,000.00	900.00	\$16000 ADA Compliance outside only \$7000 to be rimb outside construction
39	Total 6310 R&M- North Loop Bldg	16,000.00	\$ 76,900.00	
40	6318 R&M - Bay Ave		0.00	
41	6319 Fire Damage	144,000.00	20,000.00	General repair \$130000 ADA Compliance \$14000
42	6320 R & M - Bay Ave Bldg		100,000.00	
43	Total 6318 R&M - Bay Ave	144,000.00	\$ 120,000.00	
44	Total 6300 Repairs & Maintenance	160,000.00	\$ 200,900.00	
45	6350 Conference and Travel		22,000.00	
46	6380 Travel	10,000.00		
47	6383 Online Training/Webinars	5,000.00		
48	6385 Confernece Fees	7,000.00		
49	Total 6350 Conference and Travel	22,000.00	\$ 22,000.00	
50	6390 Utilities		0.00	
51	6400 Gas and Electric	12,500.00	10,000.00	
52	6410 Water		0.00	

East Kern Health Care District Draft Budget For Year 2026-2027

Line #	Description	Total		Notes
		July 2026 to June 2027 Draft	2025-2026 Budget	
53	6412 Water 9300 N Loop	4,500.00	4,500.00	
54	6414 Water 8051/8101 Bay Ave	1,000.00	1,000.00	
55	Total 6410 Water	5,500.00	\$ 5,500.00	
56	6420 Trash	5,500.00	5,500.00	
57	6440 Internet/Telephone/Alarm		0.00	
58	6330 Alarm Mont-Bay Ave Bldg	600.00	700.00	
59	6395 Telephone	3,500.00	2,500.00	
60	6444 Internet 8051/8101 Bay Ave	32,000.00	12,000.00	Add line for Equipment 2600 * 12
61	Total 6440 Internet/Telephone/Alarm	36,100.00	\$ 15,200.00	
62	Total 6390 Utilities	59,600.00	\$ 36,200.00	
63	6500 Office Expenses			
64	6560 Payroll Expenses		0.00	
65	6561 Payroll EDD Taxes			
66	6562 Payroll Federal/EDD Taxes	12,200.00	11,000.00	
67	6565 Payroll Wage Exp (Staff)	86,000.00	50,000.00	
68	Total 6560 Payroll Expenses	98,200.00	\$ 61,000.00	
69	Total Expenses	552,300.00	\$ 532,760.00	

East Kern Health Care District Draft Budget For Year 2026-2027

Line #	Description	Total		Notes
		July 2026 to June 2027 Draft	2025-2026 Budget	
70	Net Operating Income	(248,300.00)	-\$ 208,760.00	
71	Other Expenses			
	6700 Annexation with Ridgecrest Regional			
72	Hospital		0.00	
73	Total Other Expenses		- \$ 0.00	
74	Net Other Income		- \$ 0.00	
75	Net Income	(248,300.00)	-\$ 208,760.00	

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee

agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 6/18/2026

Proper Name of Contractor: Medallion Contracting, Inc.

Signature:  _____

Print Name: Craig Fries

Title: Chief Executive Officer

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement Project (EKHCD#2026.100)

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 6/18/2026

Proper Name of Contractor: Medallion Contracting, Inc.

Signature:  _____

Print Name: Craig Fries

Title: Chief Executive Officer

END OF DOCUMENT

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Medallion Contracting, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

42424 4th St East

6 City, state, and ZIP code

Lancaster, CA 93535

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date

6/18/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CONSTRUCTION AGREEMENT
[Small Projects]**

**PROJECT TITLE/BID #: 9278, 9300 and 9300 N Loop Buildings Site Improvement Project
located at California City CA 93505 (EKHCD#2026.100)**

THIS AGREEMENT is between the East Kern Health Care District ("OWNER") and Medallion Contracting, Inc. ("CONTRACTOR"). OWNER and CONTRACTOR agree as follows:

1. Project. CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the 9278, 9300 & 9350 N Loop buildings site improvement ("Project").

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Time for Performance. CONTRACTOR shall commence work on the Project on the date stated in the OWNER's Notice to Proceed and shall complete the Project within ninety-five (95) calendar days after that. Time is of the essence in this Agreement.

3. Contract Price. Subject to the terms and conditions of this Agreement, OWNER shall pay to CONTRACTOR for all work to be performed under this Agreement the total sum of \$ 257,741.00.

4. Payments.

A. Duration of Contract: Ninety-Five (95) calendar days.

(1) Less than 60 Days: CONTRACTOR shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of OWNER. CONTRACTOR shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.

(2) Greater than 60 Days: CONTRACTOR shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. OWNER may also deduct from such payments any amounts deemed due from CONTRACTOR. These monthly payments shall be made only on the basis of estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the

terms of the Contract Documents. The certificate of the Architect shall not be conclusive upon OWNER, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and OWNER shall have the right to subsequently correct any error made in any estimate for payment.

B. From the payments specified in Paragraph A, OWNER may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:

- (1) Liquidated and other damages described in Paragraph 11;
- (2) Defective work not remedied.
- (3) Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
- (4) Damage to another contractor.
- (5) Other damages sustained by OWNER.

C. Progress payments shall be as follows:

- (1) On or about the 25th day of each month, Contractor shall submit to District an invoice including an estimate of the cumulative amount and value of the work performed by Contractor prior to that date and subsequent to prior estimates. The estimate may include the value of acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by the Contractor.

D. **RETENTION:**

The District will deduct a five percent (5%) retention from all progress payments as specified in Section 9-3.2 of the Standard Specifications for Public Works Construction. The District in accordance with Public Contract Code Sect. 10263 shall permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract.

5. Submission of Bonds and Certificates. The CONTRACTOR shall not commence any work on the Project until it has submitted to OWNER all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to OWNER within ten days following award of this contract.

6. Insurance. CONTRACTOR shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

A. Workers compensation insurance for all of CONTRACTOR's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., CONTRACTOR shall submit to OWNER an acceptable Workers Compensation Certificate.

B. CONTRACTOR shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per

occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming OWNER as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to OWNER at least 30 days prior to cancellation or material change in the form of such policy(ies). CONTRACTOR shall furnish OWNER with certificates for insurance containing the endorsements required under this section, and OWNER shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

(1) U.S. Treasury listed

(2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")

(3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. Performance/Payment Bonds. The CONTRACTOR shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the CONTRACTOR shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

(1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

(2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.

(3) A certificate from the county clerk of the county in which the OWNER is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. Changes and Extra Work. CONTRACTOR and OWNER agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by OWNER and CONTRACTOR. Should OWNER direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by OWNER pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to CONTRACTOR of the labor, materials, or subcontracts required

for the additional work increased by no more than 10 percent for CONTRACTOR overhead (including any increased bond costs).

9. Indemnification. CONTRACTOR shall indemnify and hold harmless OWNER, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of OWNER.

B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of CONTRACTOR, or any person, firm, or corporation employed by CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off OWNER's property, if the liability arose due to the negligence or willful misconduct of anyone employed by CONTRACTOR, either directly or by independent contract.

At CONTRACTOR's own expense, cost, and risk, CONTRACTOR shall defend at the OWNER's request any and all actions, suits, or other proceedings that may be brought or instituted against OWNER, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against OWNER, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

Pursuant to Public Contract Code section 9201, OWNER shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this Agreement. OWNER shall be entitled to recover its reasonable costs incurred in providing said notification.

OWNER may retain so much of the moneys due the CONTRACTOR as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until OWNER has received written agreement from the CONTRACTOR that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of this Agreement.

10. Termination of Contract. Should CONTRACTOR commit any of the acts specified in this paragraph, by giving seven day's written notice to CONTRACTOR, OWNER may, without prejudice to any other rights or remedies afforded OWNER by law or by this Agreement, terminate the services of CONTRACTOR under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method OWNER may deem expedient. CONTRACTOR shall be deemed to have committed an act specified in this paragraph if CONTRACTOR:

A. Is adjudged a bankrupt;

B. Makes a general assignment for the benefit of creditors;

C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;

- D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;
- E. Persistently disregards any laws or ordinances relating to the Project or its completion; or
- F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, CONTRACTOR shall forfeit and pay to OWNER the sum of \$500.00 per calendar day which shall be deducted from any payments due to or to become due to CONTRACTOR. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. Clean-up. On completion of the Project, CONTRACTOR shall remove all debris and surplus materials from the project site.

13. Notices. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either OWNER or the CONTRACTOR by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed _____, California, or to the CONTRACTOR at _____, California. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

14. Assignment. This Agreement is for the personal services of CONTRACTOR in performing the work described in Section 1 of this Agreement and CONTRACTOR may not assign this Agreement, CONTRACTOR's right to monies becoming due under this Agreement, or CONTRACTOR's duties under this Agreement to any other person or entity without written consent of the OWNER.

15. Guarantee. CONTRACTOR guarantees all project work for a period of one year after the acceptance of the work by OWNER, and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials.

16. Wage Rates. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, OWNER has ascertained the general prevailing rate of per diem wages in the locality

in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at OWNER's office. In the event that the listed or posted rates are in error, CONTRACTOR is responsible to pay those rates determined by the Director of Industrial Relations to be applicable, and OWNER shall not be responsible for any damages arising from the error.

It is the responsibility of CONTRACTOR to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system at <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. CONTRACTOR shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). CONTRACTOR shall permit OWNER, the DIR or their designee to interview CONTRACTOR's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER, the DIR or their designee with such access to its employees.

17. Apprentices. If applicable, CONTRACTOR shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

18. Hours. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, CONTRACTOR shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.

19. Laws and Regulations. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.

20. Permits/Licenses. All necessary permits and licenses shall be secured and paid for by CONTRACTOR.

21. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by CONTRACTOR.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

23. Contractor's License and DIR Registration. In order to perform the work required by this Agreement, CONTRACTOR must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid

and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal <http://www.dir.ca.gov/dlse/dlsePublicWorks.html>.

24. Trenching or Other Excavations. If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

A. CONTRACTOR shall promptly, and before the following conditions are disturbed, provide written notice to OWNER if CONTRACTOR finds any of the following conditions:

(1) Material that CONTRACTOR believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.

(3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which CONTRACTOR generally performs.

B. In the event that CONTRACTOR notifies OWNER that CONTRACTOR has found any of the conditions specified in subparagraphs (a), (b) or (c) above, OWNER shall promptly investigate the condition(s). If OWNER finds that the conditions are materially different or that a hazardous waste is present at the site which will affect CONTRACTOR's cost of, or the time required for, performance of the Agreement, OWNER shall issue a change order in accordance with the procedures set forth in this Agreement.

C. In the event that a dispute arises between OWNER and CONTRACTOR regarding any of the matters specified in Paragraph (2) above, CONTRACTOR shall proceed with all work to be performed under the Agreement and CONTRACTOR shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, CONTRACTOR retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

25. Claims.

A. Public works claims of \$375,000 or less between CONTRACTOR and OWNER are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by CONTRACTOR for a time extension or payment of money or damages arising from work done by or on behalf of CONTRACTOR pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by OWNER.

B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. OWNER shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000

claim"). In either case, OWNER may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which OWNER may have against CONTRACTOR. Any additional information shall be requested and provided upon mutual agreement of OWNER and CONTRACTOR.

C. OWNER's written response to the claim shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by CONTRACTOR in producing the additional information, whichever is greater.

D. Within 15 days of receipt of OWNER's response, if CONTRACTOR disputes OWNER's written response, or within 15 days of OWNER's failure to respond within the time prescribed, CONTRACTOR shall provide written notification to OWNER demanding an informal conference to meet and confer ("Conference") to be scheduled by OWNER within 30 days. Following the Conference, if any claim or portion remains in dispute, CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time CONTRACTOR submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.

E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

F. If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.

G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).

H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:

(1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.

(2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.

(3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which OWNER is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.

(4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.

I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, CONTRACTOR shall diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Agreement nor stop progress of the work, and CONTRACTOR's sole remedy shall be the procedures set forth in this section.

26. Fingerprinting Workers.

A. CONTRACTOR shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting CONTRACTOR's employees. CONTRACTOR shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the CONTRACTOR and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.

B. Should CONTRACTOR or any subcontractor feel its employees will have limited or less contact with OWNER pupils, application shall be made to the OWNER for a determination on that question. The determination by OWNER shall be final.

C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior OWNER approval. The determination by OWNER on application of any of these sections shall be final.

D. In no event shall any employee of CONTRACTOR or its subcontractors come into contact with OWNER's pupils before the certification is completed and approved by OWNER.

27. Entire Agreement. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Executed at Lancaster, Los Angeles County, California.

ACCEPTED AND AGREED on the date indicated below:

DATED:

OWNER

*By:

Title:

Address:

DATED: 6/18/2026

CONTRACTOR: Medallion Contracting, Inc.


Title: General Executive Officer

Address: 42424 4th St East
Lancaster, CA 93535

Contractor's License No. 567084

Contractor's DIR Registration No. 1000000951

***Important Notice:** California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5." Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

[REMAINDER OF PAGE INTENTIONALLY BLANK; INFORMATION REGARDING CONTRACTOR FOLLOWS]

Information regarding Contractor:

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☒ Corporation, State: California

☐ Limited Liability Company

☐ Other: _____

: Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE INTENTIONALLY BLANK; TERMS AND CONDITIONS FOLLOW]

TERMS AND CONDITIONS TO AGREEMENT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
6. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services and Building & Safety cost. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
7. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation Insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
8. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
9. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the

Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

10. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
11. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on District property.
12. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six- square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
13. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.
14. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
15. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
16. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
17. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

18. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
19. **ACCESS TO WORK:** District representatives and Project Manager shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
20. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
21. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
22. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
23. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
24. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
25. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates

for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

- 25.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 25.2 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.
- 25.3 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
27. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
28. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
30. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the

laws of the State of California with venue of any action in a County in which the District administration office is located.

31. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
32. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
33. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
34. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
35. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
36. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
37. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.
38. **UTILITY RELOCATION:** It is anticipated that the existing utilities will not interfere with the Contractor's construction operations. However, the Contractor shall exercise due care to ensure that the utility facilities are not damaged during his or her operations, and must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installation. When in doubt, the Contractor shall contact the utility concerned before proceeding further.
 - 38.1 When not otherwise required by the Plans and Specifications and when directed by the District, the Contractor shall arrange for the relocation of service connections, as necessary, between the meter and property line, or between the meter and limits of construction. The Contractor shall be compensated for the costs of locating and repairing, removing and relocating utility facilities, provided that any damage is not due to the failure of the Contractor or subcontractor to exercise reasonable care and the utility facilities were not indicated in the plans and specifications with reasonable accuracy.

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Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(A) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

- (a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

(Note: Contractor must use this form, NOT a surety company form.)

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement
Project (EKHCD#2026.100)**

OWNER: East Kern Health Care District

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the East Kern Health Care District (referred to as "Owner"), has awarded to Medallion Contracting, Inc. (referred to as "Contractor/Principal") a contract for the work described as follows: General maintenance and site improvements to 9278, 9300 and 9350 N Loop Buildings. Site Improvements to 9278, 9300 & 9350 N Loop Buildings

NOW, THEREFORE, we, the Contractor/Principal and Endurance Assurance Corporation, as Surety, are held firmly bound unto Owner in the penal sum of \$ Two Hundred Fifty Seven Thousand Seven Hundred Forty One and 00/100 Dollars (\$ 257,741.00), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of one year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the contract, the Owner having performed the Owner's obligations under the contract, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, an upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the Owner under the contract and any modifications to it, less the amount previously paid by the Owner to the Contractor/Principal.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the Owner, when declaring the Contractor/Principal in default, notifies Surety of the Owner's objection to Contractor/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alternation, or modification of the Contract Documents, or of the work to be performed under them, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

Contractor/Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

Any claims under this bond may be addressed to:

Name and address of Surety: Endurance Assurance Corporation
4 Manhattanville Road, 3rd Floor
Purchase, NY 10577

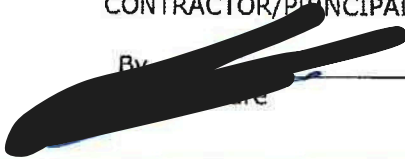
Name and address of agent or representative in California, if different than above:
The Liberty Company Insurance Brokers LLC
5955 De Soto Ave, Suite 250, Woodland Hills, CA 91367

Telephone number of Surety, or agent or representative in California:
Agent: 707-815-5867
Surety: 650-207-2271

IN WITNESS WHEREOF, we have hereto set our hands and seals on this 18th day of June , 20 26 .

[SEAL]

CONTRACTOR/PRINCIPAL Medallion Contracting, Inc.

By  _____

Type or Print Name Above

Craig Fiers - CEO

Type of Print Title Above

SURETY Endurance Assurance Corporation

By  _____

Signature

Type or Print Name Above

Emmalyn Nichols, Attorney-in-Fact

Type of Print Title Above

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On June 18, 2024 before me, Matt P. Lockie, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ('EAC'), **Endurance American Insurance Company**, a Delaware corporation ('EAIC'), **Lexon Insurance Company**, a Texas corporation ('LIC'), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Emmalyn Nichols, Jon Richard Sullivan, Catherine A Pinney, Matt Lockie**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum hereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled 'Certificate'.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating hereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this

18th day of June, 2026

By: *Daniel S. Lunde*, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.*



By

Dave Jones
Insurance Commissioner


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

PAYMENT BOND

Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor MUST use this form, NOT a surety company form.)

**PROJECT TITLE/BID #: 9278, 9300 and 9350 N Loop Buildings Site Improvement
Project (EKHCD#2026.100)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the East Kern Health Care District, (referred to as "Owner"), has awarded to Medallion Contracting, Inc. (referred to as the "Contractor/ Principal") a contract for the work described as follows: Site improvements to 9278, 9300 & 9350 N Loop buildings.

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and Endurance Assurance Corporation as Surety, are held firmly bound unto Owner in the penal sum of Two Hundred Fifty Seven Thousand Seven Hundred Forty One and 00/100 Dollars (\$257,741.00), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor

of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety	Endurance Assurance Corporation 4 Manhattanville Road, 3rd Floor Purchase, NY 10577
Name & address of agent or representative in California, if different than above	The Liberty Company Insurance Brokers LLC 5955 De Soto Ave, Suite 250, Woodland Hills, CA 91367
Telephone # of Surety, or agent or representative in California	Surety: 650-207-2271 Agent: 707-815-5867

IN WITNESS WHEREOF, we have hereto set our hands and seals on this 18th day of June , 20 26 .

[SEAL.]

Contractor: Medallion Contracting, Inc.

Print Name Above

Craig Fries - CEO

Print Title Above

Surety: Endurance Assurance Corporation

By: [Signature]

Signature

Print Name Above

Emmalyn Nichols, Attorney-in-Fact

Print Title Above

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ACKNOWLEDGMENT

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

State of California
County of Contra Costa

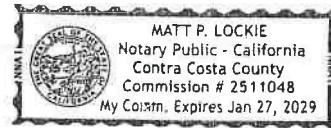
On June 18, 2020 before me, Matt P. Lockie, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Emmalyn Nichols, Jon Richard Sullivan, Catherine A Pinney, Matt Lockie**

as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum hereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating hereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company


By:
Richard Appel; SVP & Senior Counsel


By:
Richard Appel; SVP & Senior Counsel

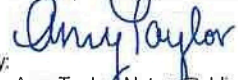

By:
Richard Appel; SVP & Senior Counsel


By:
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.


By: Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,**
and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this

18th day of June, 2026


By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Endurance Assurance Corporation

of Delaware, organized under the laws of Delaware, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Common Carrier Liability, Boiler and Machinery, Burglary, Credit,

Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

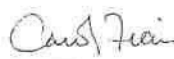
THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 23rd day of August, 2016, I have hereunto set my hand and caused my official seal to be affixed this 23rd day of August, 2016.*



By

Dave Jones
Insurance Commissioner


Carol Frair
for Joel Laucher
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



MEDACON-01

ELEM1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2026

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

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

PRODUCER License # [REDACTED] HUB International Insurance Services Inc. PO Box 3310 Santa Barbara, CA 93130-3310		CONTACT NAME: Monica Pisenti PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: monica.pisenti@hubinternational.com		
INSURED Medallion Contracting, Inc. 42424 4th St East Lancaster, CA 93535		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Palomar Specialty Insurance Company		20338
		INSURER B : Palomar Excess and Surplus Insurance Company		16754
		INSURER C : State Compensation Insurance Fund of California		35076
		INSURER D : Westchester Surplus Lines Insurance Co.		10172
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	CPGLP-00000964	11/16/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CEBAP-00000965	11/16/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			CPLXP-00000966	11/16/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9340270 - 2026	7/14/2026	7/14/2027	☒ PER STATUTE ☐ OTH-ER \$
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			G74308326003	11/9/2025	11/9/2026	Per Occ/Per Agg 1,000,000
D	Pollution / Environm			G74308326003	11/9/2025	11/9/2026	Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 9278,9300 & 9350 Loop Bldgs Site Improvements Project

East Kern Health Care District is Additional Insured with regard to General Liability when required by written contract per the attached endorsement form CG 20 10 12 19. Waiver of Subrogation with regard to General Liability applies when required by written contract per the attached endorsement form CG 24 04 12 19.

CERTIFICATE HOLDER

CANCELLATION

East Kern Health Care District
8101 Bay Ave.
California City, CA 93505

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

AUTHORIZED REPRESENTATIVE

POLICY TERM: 11/16/2025 - 11/01/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CPGLP-00000964
POLICY TERM: 11/16/2025-11/01/2026

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under such contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

2-1.409 CODE OF CONDUCT

- (a) The Board of Directors adopted the following norms of behavior and protocol (Code of Conduct) for conducting the District's business in an ethical and professional manner. The norms are intended to serve as guidelines for Directors to maintain the credibility of the District and foster public trust.
- (b) General
 - (1) Treat other Directors, staff and the public with courtesy and respect.
 - (2) Avoid criticizing individuals in public by focusing on the issues or work products.
 - (3) Avoid misrepresenting facts or making assertions that are inaccurate or untrue.
 - (4) Refrain from disrupting an opponent's campaign events; moving, removing or vandalizing campaign signs; or removing campaign flyers.
 - (5) Avoid promulgating inaccuracies or falsehoods.
 - (6) Stay abreast of issues affecting the District and other local agencies.

- (7) Refrain from communications that may constitute a violation of the Ralph M. Brown Act such as discussions among a quorum of Directors, at one time or serially, face-to-face or otherwise.
- (8) Maintain the confidentiality of non-public information.
- (9) Ensure public statements, op-eds or letters to the editor that do not reflect the policy of the majority of the Board are cited as personal opinion.

(c) Public Meetings

- (1) Inform other Directors and the General Manager of unexpected issues that may arise at a public meeting.
- (2) Be prepared for Board meetings by reviewing the agenda and supporting materials in advance.
- (3) Respect the Board President's responsibility to run meetings.
- (4) Seek recognition by the Board President before speaking and avoid interrupting other Directors.
- (5) Listen carefully to public speakers, avoid interrupting and do not engage

in debate; limit questions to those aimed to understand the speaker's point of view.

- (6) Make remarks succinct and to the point in an effort to avoid tiring the public or engaging in tedious or repetitious discussion.

(d) Decision-Making

- (1) Make decisions based on public input.
- (2) Attempt to persuade other Directors through reasoned debate and accept the majority's decision graciously and as policy of the Board.
- (3) Articulate the reasoning for decisions for the benefit of the public, particularly when the Board is divided on an issue.

(e) Business Operations

- (1) Provide policy direction to the General Manager, and support the General Manager to implement policy through staff District business.
- (2) Avoid unnecessary individual requests for the General Manager's time or attention to matters that may not be of interest to the majority of the Board.

- (3) Obtain recommendations from the General Manager on District issues.
- (4) Inform the General Manager in advance when unavailable for District business.
- (5) Ensure direction to staff is supported by a majority of the Board and voice concerns timely with the direction provided.
- (6) Initiate action to resolve problems cooperatively with other Directors or the General Manager as soon as possible.
- (7) Demonstrate flexibility and cooperation to fill in for another Director at important meetings or functions.
- (8) Direct concerns or complaints about staff to the General Manager.
- (9) Avoid unduly influencing the content of staff reports.
- (10) Forward copies of complaints from the public to the General Manager and allow staff to seek resolution and respond accordingly.
- (11) Share copies of correspondence related to the District's business promptly with other Directors and the General Manager.

(12) Direct inquiries, questions or requests of staff, and concerns or complaints about staff, to the General Manager, recognizing that employees report to the General Manager.



**EAST KERN HEALTH CARE DISTRICT
RESOLUTION NO. 2-1.409 b-6**

**A RESOLUTION ADOPTING A FORMAL CONFLICT RESOLUTION PROCEDURE FOR
BOARD DIRECTORS CONSISTENT WITH THE BROWN ACT**

WHEREAS, the East Kern Health Care District ("District") is a local public agency subject to the provisions of the Ralph M. Brown Act (California Government Code § 54950 et seq.), which requires that the actions and deliberations of public bodies be conducted openly and transparently; and

WHEREAS, the Board of Directors is committed to maintaining effective governance, collegiality, and public trust while ensuring compliance with all applicable open meeting laws; and

WHEREAS, personal conflicts between Board Directors may impede the orderly conduct of District business and should be addressed in a manner that promotes resolution while remaining consistent with Brown Act requirements; and

WHEREAS, the District desires to establish a structured process appropriately and lawfully to address interpersonal conflicts between individual Board Directors, and to avoid unlawful meetings, serial communications, or improper deliberations outside of duly noticed public meetings;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the East Kern Health Care District adopts the following:

1. Purpose and Compliance with Law

This conflict resolution procedure is intended solely to address interpersonal or professional conduct issues between individual Directors and shall be implemented in a manner consistent with the Brown Act, e.g., so as to avoid any discussion, deliberation, or action on District business outside of properly noticed public meetings.

The objective of this conflict resolution procedure is to:

- Encourage constructive resolution of disputes
- Preserve professional working relationships
- Minimize unnecessary legal costs and escalation
- Maintain the integrity and effectiveness of the Board

2. Mandatory Mediation Process

In the event of a personal conflict between Board Directors that does not involve substantive District business requiring Board action:

- The involved Directors shall first participate in a mediation meeting facilitated by the District Manager prior to contacting the District's legal counsel.
- The board members will let the District Manager know if the matter has been resolved. The District Manager shall serve as a neutral facilitator and is authorized to consult with the District's legal counsel directly for the purpose of advising on appropriate resolution pathways following mediation proceedings.

3. Brown Act Safeguards

To ensure compliance with the Brown Act:

- Mediation meetings shall involve only the minimum number of Directors necessary to address the interpersonal conflict and shall not include a majority of the Board.
- No mediation meeting shall be used to discuss, deliberate, or take action on matters within the subject matter jurisdiction of the Board.
- Serial communications, including relaying positions or viewpoints among Directors, are strictly prohibited.

- The District Manager shall not act as an intermediary between Board Directors to communicate the position of one Director to other Directors as it relates to these conflict resolution procedures.

4. Documentation and Limited Scope

The District Manager may document that mediation occurred and whether resolution was achieved; however, documentation shall not include substantive content that could violate confidentiality or Brown Act provisions.

5. Escalation to Legal Counsel

Only after good-faith participation in mediation, and where the matter remains unresolved following such mediation efforts, may the issue be referred to the District's legal counsel, consistent Section 2, above, and with District policy and applicable law.

6. Confidentiality

To the extent permitted by law, mediation discussions shall remain confidential. Nothing in this section shall be interpreted to limit public access to information required to be disclosed under the Brown Act or other applicable laws.

7. Incorporation into Governance Policies

This resolution shall be incorporated into the District's Code of Conduct and governance policies and shall be interpreted in a manner consistent with all applicable laws, including the Brown Act.

PASSED AND ADOPTED on _____, 20____.

SIGNATURES

_____ **Director**

_____ **Director**

_____ **Director**

_____ **Director**

_____ **Director**

_____ **District Legal Counsel**

Desert Rose Garden Club
of California City
PO Box 2148
California City, CA 93504



June 5, 2026

Board of Directors
East Kern Health Care District
California City, CA

Dear East Kern Health Care District Board Members,

On behalf of the Desert Rose Garden Club, I am respectfully requesting a sponsorship of \$1,000 to support the ongoing maintenance and beautification of Inspiration Walk, a treasured community green space located in California City.

Inspiration Walk serves as a free and accessible outdoor wellness destination for residents of all ages. The site features a walking path lined with desert-adapted trees, native plants, and educational landscaping that encourages physical activity, stress reduction, and appreciation for our local environment. As one of the few publicly accessible green spaces in our desert community, Inspiration Walk provides an important opportunity for residents to engage in healthy outdoor recreation while fostering social connection and community pride.

The requested sponsorship will help offset costs associated with landscape maintenance, irrigation repairs, replacement of plants and trees, mulch, weed management, and other improvements necessary to keep the space safe, attractive, and welcoming. These enhancements directly support community health by encouraging walking, outdoor exercise, mental wellness, and environmental stewardship.

The Desert Rose Garden Club is a volunteer-led organization dedicated to beautifying California City through gardening education, community projects, and environmental conservation. Through partnerships with local organizations and volunteers, we have worked diligently to ensure Inspiration Walk remains a valuable resource for residents and visitors alike.

Your support would help preserve this important community asset and further East Kern Health Care District's mission of promoting health and wellness throughout the region. We would be honored to recognize the District's contribution through community outreach materials and public acknowledgments associated with the project.

Thank you for your consideration and continued investment in the health and well-being of our community. We welcome the opportunity to discuss this request further and answer any questions you may have.

Sincerely,

Marilyn Giovannetti
President, Desert Rose Garden Club
California City, California

AGENDA ITEM II PAGES 71-73

desertrosegardenclubofcc@gmail.com

Desert Rose Garden Club of California City



Established 1999

Contact us:

Desertrosegardencclubofcc@yahoo.com

Follow us on Facebook:

<https://www.facebook.com/DesertRoseGCI/>

Meetings:

**The second Tuesday
of each month**

**Time and Location: TBD
(July & August Summer break)**

Members of:
National Council of State Garden Clubs, Inc.
California Garde Clubs, Inc.
California City Chamber of Commerce
Desert Tortoise Preserve

Membership Information

Everyone is Welcome!

Becoming a member offers a variety of opportunities to grow, connect, and contribute:

- Monthly Programs designed to enhance your desert gardening skills and knowledge
- Meaningful Connections with fellow gardeners who share your passion
- Horticultural Exchanges to learn, share, and expand your plant collection
- Monthly Club Newsletter to keep you informed and inspired
- Community Engagement Opportunities to make a positive local impact

Join us and be part of a thriving community rooted in growth, learning, and friendship.

Inspiration:

"Through gardening, we feel whole as we make our personal work of art upon our land"

Julie Moir Messervy

Club Objectives:

To promote interest in gardening to foster health, beauty, and community in California City ~~ By active participation with other organizations and to encourage youth involvement and education in desert gardening

2026-2027 Officers

Marilyn Giovannetti
President

831-245-6738

Michele Alexander
V-President

Cynthia Charbonneau

Secretary

Monika Zuccaro

Treasurer

**Yearly Membership
for the
Desert Rose Garden Club**

**Dues: \$25 Individual
\$40 for Family or Club**

DRGC Member Apron \$13.

Name (s) _____
Organization: _____
Address: _____
City: _____
email: _____
phone: _____

Mail to:

**Desert Rose Garden Club
PO Box 2148
California City, CA 93504**

~ Or use QR Code ~



*Desert Rose Garden Club
Of
California City*



*Grow everything
with love*



Staff Report

Name: Rubi Rizo

Position: Acting District Manager

Reporting Period 06/15/2026-07/01/2026

Reporting on:

- I. Office Movement \$1190.38 out of \$3,000 budget for Move
- II. GM Summit \$1345.48 out of 1,500 budget, Conference Reimbursement of \$890.00
- III. New Staff Member

Goals: MANY (=

Director's Comments:

FOR DIRECTORS AND TRUSTEES

Certificate in Special District Governance

This certificate is an opportunity for staff, directors and trustees to demonstrate to their constituents and colleagues the extent of their commitment and dedication to providing the best possible service to the communities they serve.

Requirements

- ☐ **CSDA'S SPECIAL DISTRICT LEADERSHIP ACADEMY (OR SDLA CONFERENCE - FIRST TIME TRACK)**
Requires completion of all four modules of the California Special Districts Association (CSDA) Special District Leadership Academy within the last two years:
Module 1: Governance Foundations
Module 2: Setting Direction & Community Leadership
Module 3: Board's Role in Finance & Fiscal Accountability
Module 4: Board's Role in Human Resources
- ☐ **ELECTIVE COURSES**
Requires at least 10 hours of continuing education from the California Special Districts Association (CSDA) or another statewide association specializing in local government.

Frequently Asked Questions (FAQs)

What is the purpose of this certificate?

The Certificate in Special District Governance was designed to acknowledge special district board directors and trustees that have taken the time and made the effort to get core governance training and continuing education. The program is comprised of two distinct parts: the CSDA Special District Leadership Academy and at least 10 hours of continuing education from the California Special Districts Association (CSDA) or another statewide association specializing in local government.

Who should apply?

This is an individual recognition. Special district board members, trustees and staff are encouraged to apply.

What do you receive?

Upon completion and verification of the application and submission of the one-time fee, you will be recognized by receiving a custom certificate in a beautiful padded folder, along with the recognition at an upcoming event should you be able to attend.

Is there a way for my district to be recognized also?

Yes. Comprehensive recognition for districts is now applied through the District of Distinction program. Qualifying districts may receive Silver, Gold, or Platinum recognition as a District of Distinction. See the District of Distinction application for details.

How long is the recognition good for?

This is recognition for a lifetime. All you need to do is keep SDLF current anytime you change address, jobs, etc.

Fees

Individual Recognition: \$65

 CERTIFICATE IN SPECIAL DISTRICT GOVERNANCE APPLICATION

Submit Application

Submit this application along with all required documentation and payment of \$65:

SPECIAL DISTRICT LEADERSHIP FOUNDATION

1112 I Street, Suite 200

Sacramento, CA 95814

Phone: 916-231-2909 • Fax: 916-442-7889 • sdlf.org

Name:		
District:		
Contact Name:		
Contact Title:		
Mailing Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:	Website:	

CSDA SPECIAL DISTRICT LEADERSHIP ACADEMY

Module	Date Taken
SDLA Conference - First Time Track	
Module 1: Governance Foundations	
Module 2: Setting Direction/Community Leadership	
Module 3: Board's Role In Finance & Fiscal Accountability	
Module 4: Board's Role In Human Resources	

ELECTIVES* (AT LEAST 10 HOURS REQUIRED WITHIN THE LAST TWO YEARS) - Related Continuing Education (Full day = 8 hours, Half day = 4 hours, Webinar = 2 hours)

Course Title & Sponsoring Organization	Date Taken	Hours
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

**Please attach any verifying documentation. Use additional pages if necessary.*

PAYMENT

Total: \$	☐ Check ☐ Visa ☐ Mastercard ☐ Discover ☐ American Express
Acct. Name:	Acct. Number:
Expiration Date:	Authorized Signature:



Thank you to our current sponsors!



Wonderful real estate
DEVELOPMENT™

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VENDOR	MEMO LINE	AMOUNT
Ace Hardware	Toilet paper, key	\$18.39
Axiom	Internet based phone service for 07272026-08262026 Invoice #100116992	\$209.70
California City	Water service for 8101 Bay Ave. 05142026-06132026 \$70.00 9300 N Loop Blvd 05142026-06132026 \$284.40	\$354.40
Digitech	Alarm service for 8101 Bay 06012026-06302026 Invoice #21405	\$49.99
Edison	Electric service for 0511226-060926 8100 Bay Ave \$192.53 8100 Bay Ave # B \$73.30 9300 North Loop Blvd \$594.07	\$859.90
Golden Hills IT	It service Invoice #4076 07022026-08012026	\$2837.30
Good Suite	Copy Machine supply and maintenance 02012026- 04302626	\$376.60

Hebebrand, D. David	Payroll services 022026-062026	\$5608.00
Mobile Modular	Modular rental at 9300 N Loop Blvd Invoice #2919723 06072026-070620226	\$972.78
Rizo, Rubi	Mileage reimbursement GM Summit	\$326.08
SDRMA	Insurance Invoice #79834 2026- 2027	\$19,976.61
So Cal Gas	Gas service for 05132026-06122026 9300 N Loop Blvd	\$14.79

Spectrum	Internet service for 8101 Bay Ave \$276.03 9300 North Loop Blvd \$160.00 06012026-06302026 invoice #126318801060126	\$448.09
Waste Management	Trash Service for 9300 N Loop Blvd 06012026-06302026 Invoice #3994970-4808-8	\$873.24
TOTAL ITEMS = 13		TOTAL = \$32,925.87



DEBIT CARD PAYMENT LIST

DATE: July 7th, 2026

VENDOR	MEMO LINE	AMOUNT
Expense Reimbursement	2 breakfast , 1 dinner	\$116.78
Rubi Rizo GM Summit		
HYATT Regency Newport Beach	Hotel for General Manager Leadership Summit 2026 Rubi Rizo	\$902.62
Lowes	Office Materials	\$289.21
Metro PCS	Phone service for 062026	\$115.00
Office Depot	Office furniture	\$1249.91
ZOOM	Monthly Subscription	\$43.98
TOTAL ITEMS= 3		TOTAL= \$2717.50

ACTION MINUTES
EAST KERN HEALTH CARE DISTRICT
BOARD OF DIRECTORS

5:30 p.m. Tuesday June 16th, 2026, (Hybrid and Zoom)

*MISSION STATEMENT: "Building health,
well -being, and resiliency"*

Video Time Code	ITEM AS AGENDIZED	BOARD ACTION Motions are identified in bold as First: Second
5:33	1. Open Meeting	Patrick, L
5:33	A. PLEDGE OF ALLEGIANCE/INVOCATION	Peralta, L
5:33	B. CALL TO ORDER AND ROLL CALL	Directors in attendance: Rojas, J Peralta, L Macedonio, K Patrick, L Director Royten, S was absent

5:34	C. APPROVAL OF AGENDA	Rojas, J, Peralta, L Motion passed 4-0
5:39	II. NEW BUSINESS a. Board consideration and possible action regarding response to Request for Proposal on North Loop Site Improvement Project RFB 9278,9300,9350 Accessible Path of Travel ADA Compliance and possible vote for singular RFI b. Board Discussion and possible action to review Mission and Vision Statement to align with development of Strategic Plan c. Amendment to Code of conduct 2-1.409 (B) # (6)	a. Rojas, J, Patrick, L Motion to award contract for North Loop site improvement to Medallion Construction Inc in the amount of \$257,741. Motion passed 4-0 b. Rojas, J, Patrick, L Motion for General Manager to Bring back and update the Board for potential changes in Mission and Vision Statement Motion passed 4-0 c. Amendment to be brought back to Board in future meeting
6:01	III. PUBLIC COMMENTS	

6:02	IV. COMMUNITY ANNOUNCEMENTS	Announcements were made about the 4th of July event and 5th of July event at the city park, city pool opened for the season, and quarterly city clean up event on July 25th.
6:05	V. STAFF REPORT I. Bank updates Class and Mission banks II. Staff Management III. Office Movement IV. AD-HOCS Cancer fund updates V. Training resources, Turning West, Niche Academy Reviews pages VI. Star CPR VII. American Red Cross Shelter Worker training and Cert trainings Aug. 11th-Aug 12th open to the public, Board, and staff.	• Work with Joselito to process the contract with Medallion Construction Inc. for the North Loop Site Improvement Project as quickly as possible. • Bring back information and draft(s) of revised mission and vision statements (incorporating input from directors and historical context from the General Manager) for board review and alignment with the strategic plan at a future meeting. • Bring back the proposed amendment to the Code of Conduct (regarding mediation requirement for director disputes) after legal and labor counsel review, for board consideration. • Schedule and conduct at least one more ad

		hoc meeting for the cancer fund to finalize bylaws, then bring to the board for approval. • Add STAR CPR to the next agenda for board approval. • Provide updates to the board regarding office moves as construction and code compliance progresses. • Staff hiring and firing is under control of General Manager, however any change in contract or compensation for position should be brought to the Board for approval, and Board should be updated with any change in staff. • Coordinate with Mission Bank and relevant staff to present updates and recommendations regarding district accounts and fund management at the July meeting.
6:11	VI. CONSENT CALENDER A. Vendor Payments (Information Only) B. Open comments for Agenda Items II (a) – (k) from Regular Meeting June 2nd, 2026.	B. Rojas, J, Macedonio, K Motion made to open comments for Agenda items II (a)-(k) from Regular meeting on June 2nd, 2026 Motion Carried 4-0

	a. Action to ratify and reapprove previous board discussion of money movement from Mission Bank to Bank of Sierra for paying bills and moving money back to Cancer Fund in reconciliation b. Board Discussion and possible action to review Mission and Vision Statement to align with development of Strategic Plan c. Board Discussion and possible action on Resolution 2-1.203 Powers and Duties of Board officers	C. Patrick, L, Peralta, L Motion made to approve minutes of last meeting on June 2cnd, 2026 Motion Carried 4-0
	d. Board Discussion and possible Action to attend IAP Career College Grant Writing Certificate for 6-7 members e. Board consideration and possible action regarding response to Request for Proposal on North Loop Site Improvement Project RFB 9278,9300,9350 Accessible Path of Travel ADA Compliance and possible vote for singular RFB f. Board Discussion and possible Action for Letter of Support for GUSNIP by REACH g. Board Discussion and possible Action for Yearly Sponsorship of the Desert Rose Garden Club h. Presidential Approval for ADHOC Committee for Community Health Needs Assessment and Implementation to work with RRH. i. Board discussion and possible action for all Directors and Staff to complete on CSDA, On demand Webinars for "How to build a Better Strategic Plan" and ACHD Toolkit Webinar "Strategic Planning." j. A board discussion and possible action to move office and meetings to vacant building 9278 North Loop.	

	k. A board discussion and possible Action to move check process to in office. C. APPROVAL OF MINUTES 1.Regular Meeting June 2nd, 2026	
6:23	VII. CLOSE MEETING	
6:23	A. PRESIDENT COMMENTS	
6:23	B. DIRECTOR'S COMMENTS-AB 1234	Comment made concerning condolences and support available for the families of those lost in a recent plane crash on Edwards Air Force base
6:24	C. DIRECTOR'S REPORTS	

6:24	D. FUTURE AGENDA 1. Fernando Teixeira "Good Samaritan" July 7th, 2026 2. R. Rizo presents homework and progress review of MJHMP 3. R. Rizo Mission and Vision Review to suit new strategic planning process.	
	4. Crystal Lynn from CLASS July 7th, 2026	
6:24	E. ADJOURNMENT	Patrick, L