

**TEHACHAPI VALLEY HEALTHCARE DISTRICT
COMMUNITY OUTREACH COMMITTEE - SPECIAL
March 14, 2023, 12:00pm
Tehachapi CA 93561
116 W E Street
Tehachapi, CA 93561**

Public Access via Telephone: 1-347-566-2771, ID: 218926233#

Public Access and Board Access via Teams: [Click here to join the meeting](#)

Director William Steele will be attending remotely from Intermountain Health – Cedar City Hospital,
1303 N. Main St, Cedar City, Utah, 84721

AGENDA

I. CALL TO ORDER

II. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

This portion of the meeting is reserved for persons desiring to address the Committee on any matter not on the agenda over which the District has jurisdiction. You may state your name and address for the record. Time is limited to 3 minutes per speaker. The Committee can take no action on your presentation but can seek clarification to points made in your presentation or comments. Additionally, members can ask staff for factual information, refer the item to staff and/or calendar the item on a future agenda. Any person desiring to speak on an agenda item will be given an opportunity to do so prior to the Committee taking action on the item.

III. APPROVAL OF MINUTES

A. Approval of Community Outreach Committee Minutes February 14, 2023

IV. OLD BUSINESS

A. Community Garden Purchases

1. Fencing Quotes

B. Access License with Humanitarian Relief Group for Community Garden (Peggy Mendiburu)

C. American Heart Association v. Red Cross Cost for CPR (Bill Steele)

D. AED Cost and Grants for other Organizations (Bill Steele) and Supply Cost (Lisa Hughes)

V. NEW BUSINESS

A. Houchin Blood Bank March 22, 2023

VI. REPORTS

A. TVHD Outreach Updates

B. Adventist Health Updates

VII. BOARD COMMENTS ON BUSINESS NOT APPEARING ON THE AGENDA

VIII. ADJOURNMENT

Tehachapi Valley Healthcare District
Community Outreach Committee Meeting
Minutes
February 14, 2023
116 W E Street, Tehachapi, CA
12:00 PM

I. CALL TO ORDER

Director Steele called the Community Outreach Committee meeting to order at 12:00pm on February 14, 2023.

II. PRESENT

Director William Steele, Director Lydia Chaney, Peggy Mendiburu, CEO, Lisa Hughes, Business Manager (arrived at 12:25pm), Pat Doody, Tehachapi Loop Newspaper

PUBLIC COMMENTS

None

III. APPROVAL OF MINUTES

The January 10, 2023, meeting minutes were approved by the committee.

MSA: Chaney/Steele

IV. OLD BUSINESS

A. Community TVHD Library (Lisa Hughes)

Little Library will be set up outside of TVHD office when weather improves.

B. Community Garden Fence Quotes (Lisa Hughes)

Need clarification that the TVHD Board approved the lot lease prior to obtaining other bids. **Action: Peggy to work with Counsel and bring draft agreement/license to January 21, 2023, TVHD Board meeting for consideration. Lisa to get two more bids for fencing.**

V. NEW BUSINESS

A. Chamber of Commerce (Peggy Mendiburu)

We have been paying the Chamber but not participating. Peggy to reinstate Chamber membership.

B. Goals Review 2023

1. CPR Videos/Instruction: Need video up and running on website. There may be a renewal fee with AHA. **Action: Director Steele to check on pricing of the American Heart Association versus Red Cross. Lisa Hughes to get pricing on supplies needed for classes and dates.**

2. AED Monitor for District Office: Per Lisa Hughes, \$1,564 is current cost for AED monitor. **Action: Director Steele to research pricing and research grants for placement of AEDs for other organizations.**

C. Houchin Blood Drive

The District is cosponsoring with the City of Tehachapi and Tehachapi Vineyard Church, a Houchin Blood Drive to occur on March 22, 2023 from 10am to 4pm at 502 East Pinon St, Tehachapi, CA 93561.

D. Salvation Army Commodity Day

Lisa Hughes to volunteer at the February 21, 2023, Salvation Army Commodity Day.

VI. REPORTS

A. TVHD Outreach Updates

1. National Night Out (Mendiburu): The District will cosponsor National Night Out with the Tehachapi Police Foundation. Event will occur on August 1, 2023 with location to be moved back to Philip Marx Central Park.
2. Salvation Army Mental Health Walk (Hughes)
The Salvation Army would like to partner with the District for another Mental Health Walk, which would occur in October. More to follow.
3. Mental Health Awareness Day
The District is assisting Rotary and Interact with a Mental Health Day that is tentatively scheduled for May 20, 2023. Lisa Hughes is assisting with location and Peggy with a photographer and Cornerstone as a speaker/presenter.
4. Community Garden Beds Donation (Hughes)
Lisa shared article in Tehachapi Living Magazine thanking her and the District for the donation to the current garden.

B. AHTV Outreach Updates

Peggy reached out to Edward regarding a representative with no response. Will reach out again as well as extend an invite to the Guild.

VII. BOARD COMMENTS NOT APPEARING ON THE AGENDA

None

VIII. ADJOURNMENT

Director Steele adjourned the meeting at 12:31 PM

Minutes approved by: _____

William Steele



COMMUNITY OUTREACH FEBRUARY 2023

1. Salvation Army

- Lisa Hughes participated in Salvation Army Commodities on February 21, 2023, to feed local families. Monthly commodities are offered the third Tuesday of each month.

2. Tehachapi Senior Center

- Lisa Hughes delivered meals to seniors and the District continues to work with Rotary assisting with Meals on Wheels.

3. Interact Mental Health Day

- Assisting Rotary with Interact Youth Group for a Mental Health Day tentatively scheduled for May 20, 2023. Contacted Cornerstones who will present. Having difficulties with finding location for event.

4. Community Garden #2 on TVHD Property

- The Board approved access license at last month's board meeting. Agreement attached. Waiting for insurance certificate from Humanitarian Group to move forward. Agreement attached.

5. Tehachapi Resource Conservation District

- Peggy to meet with Board President of the Tehachapi Resource Conservation District (TRCD), Julia Barraclough, to see if the District can assist in any way. There is a board member opening currently.
- Save the date for the TRCD Native Plant Sale/Earth Day celebration on April 22, 2023, from 9am to 1pm. You can preorder plants at <https://tehachapircd.org/wp-content/uploads/2023/03/TRCD-Plant-Sale-2023-Pdf-Fillable-Order-Form.pdf>

6. Houchin Blood Drive

- Just a reminder of the March 22nd Houchin Blood Drive from 10am to 4pm at the Tehachapi Vineyard Church, 502 East Pinon Street, Tehachapi, CA 93561

ACCESS LICENSE

THIS ACCESS LICENSE (“License”) is entered into between Tehachapi Valley Healthcare District (“District”) and Tehachapi Humanitarian Relief Organization (“Licensee”) this 21st day of March 2023 (“Effective Date”).

THE PARTIES ENTER INTO THIS LICENSE based upon the following facts, intentions and understandings:

A. District, a government agency organized and existing under California Health and Safety Code section 32000, et seq., is the owner of certain real property located at 116 West E Street, Tehachapi, CA 93561, County of Kern, State of California, including specifically Parcel 6 (“Property”).

B. Licensee, a non-profit, non-sectarian group, located at 101 East H Street, Tehachapi, CA 93561, and is engaged in the business of relief in the form of food and household goods to the residents of Tehachapi. (District and Licensee may be referred to as “Party” or “Parties”.)

C. Licensee desires to enter upon Parcel 6 of the Property outlined on Exhibit A attached hereto (“Property Plan”) for the purposes of ingress and egress to and use of that certain area on the Property also outlined on the Property Plan as the “Destination” solely to grow and maintain a community garden (“Permitted Use”).

NOW, THEREFORE, in consideration for the mutual promises, covenants and conditions contained herein, the Parties agree as follows:

1. License.

1.1 DISTRICT grants to Licensee a non-exclusive, revocable license, subject to and in accordance with the terms and conditions of this License, to enter upon and use the roads, other rights of way and portions of the Property for ingress and egress as set forth on the Property Plan solely for the Permitted Use. Licensee shall not enter upon or use any other portions of the Property for any purpose without the express written consent of DISTRICT. DISTRICT reserves the right to the full use and enjoyment of the Property.

1.2 Licensee shall pay to DISTRICT for the rights granted under this License the amount of One Dollar (\$1.00) to be paid annually on the anniversary date of this Agreement.

1.3 Licensee shall not interfere with any other operations at the Property.

2. Term.

The term (“Term”) of this License and the rights of Licensee hereunder shall commence on the Effective Date and continue until March 21, 2026, unless terminated upon the earlier of:

- (a) The abandonment of this License by Licensee;
- (b) The breach or default of Licensee under this License;
- (c) Five days’ written notice by either Party; or
- (c) The date that Licensee completes the Permitted Use.

3. Damage; Liens.

3.1 Licensee shall not modify the Property in any way without the express written permission of DISTRICT.

3.2 Licensee shall repair and restore any damage or casualty to any part of the Property, including without limitation, buildings or other improvements arising from Licensee's exercise of this License and/or use of the Property.

3.3 Licensee shall not permit to exist or otherwise to be enforced against the Property any mechanics', materialmen's, contractors' or other liens arising out of the acts or omissions of Licensee.

4. Indemnification.

4.1 Licensee shall indemnify, defend and hold harmless DISTRICT and its directors, officers, employees, agents and representatives from and against all liabilities, claims, damages, losses and expenses of any nature whatsoever (including, but not limited to any costs or expenses for attorneys' fees and all incidental or consequential damages) arising out of Licensee's use of the Property or otherwise arising out of the acts or omissions of Licensee.

4.2 In addition, Licensee shall release, defend, indemnify and save DISTRICT and its officers, directors, employees, and agents harmless from and against any damage, liabilities, penalties and losses (including technical expenses, attorney's fees and costs) occasioned by, growing out of, or arising or resulting from Licensee's disposal or release of any hazardous substances, as the term is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERLA), or similar California law, and their accompanying regulations, in or on the Property and the cost for the cleanup, disposal, excavation or other response or remedial action as required by law or by any governmental authority for any hazardous substances which Licensee releases or disposes in or on the Property. In a legal action or proceeding arising from this license the court shall award the prevailing party attorney fees, costs and expenses, including those incurred on appeal and in the collection of a judgment.

5. Insurance.

Prior to entry onto the Property and at all times during the Term of this License, Licensee shall comply with the Insurance Requirements set forth on Exhibit B attached hereto.

6. Access.

This License is non-exclusive and DISTRICT may grant access to the Property to others, and DISTRICT shall have access to the Property at any time for any purposes.

7. Miscellaneous.

7.1 Assignment. This License shall be binding on the successors, assigns and legal representatives of each of the parties hereto; provided, Licensee shall not assign or transfer its interest in this License without the prior written consent of DISTRICT. Any such assignment without the consent and approval in writing of DISTRICT thereto shall cause this License to automatically terminate.

7.2 Integration; Amendment. This License represents the entire agreement between the parties hereto regarding the subject matter herein and supersedes all prior negotiations, representations or agreements, either written or oral. The exhibits and schedules

attached hereto are hereby incorporated herein by this reference for all purposes. This License may be modified only by written instrument executed by both parties hereto.

7.3 Notices. Notices required under this Agreement shall be delivered to the location set forth below in the signature block, which may be changed in writing to the other Party. Notices shall be deemed given and effective: (a) by facsimile upon dispatch; (b) by mail three (3) calendar days after mailing first class, postage prepaid; (c) upon personal delivery to the other Party.

7.4 No Third Party Beneficiary. This License is entered into for the sole protection and benefit of DISTRICT and Licensee and is not intended to create any legal, equitable, or beneficial interest in any third party, or to vest in any third party any interest with respect to the enforcement or performance thereof.

7.5 Waiver. Any failure by DISTRICT to insist upon a strict performance by Licensee of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof.

7.6 Law. This Agreement is made and to be performed in the County of Kern, State of California, and shall be interpreted and construed under, and will be governed by the laws of the State of California. Nothing in this Agreement shall or is intended to modify the provisions of the Tort Claims Act, California Government Code section 810, et seq.

7.7 Attorney Fees. If any suit or action is brought to enforce or construe any provision of this License, the prevailing party shall be entitled to recover its costs and expenses arising out of such litigation, including attorneys' fees and court costs, from the non-prevailing party. Each party hereto waives any and all rights to a trial by jury with respect to any issue arising out of this License.

7.8 Compliance with Laws. Licensee's use of the Property hereunder shall be conditioned upon Licensee, at its sole cost and expense (a) maintaining all necessary licenses and/or permits from all appropriate governmental agencies with respect to such use, and (b) complying with federal, state or local law, rule or regulation, permit or permit condition, each as currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to the Property and Permitted Use.

7.9 Savings Clause. If any provision of this Agreement is held void, illegal or unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over the subject matter of this Agreement, the validity of the remaining portions shall not be affected thereby, and shall remain in full force and effect. The Parties agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Agreement, or otherwise to amend this Agreement to achieve such result.

7.10 Counterparts. This License may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

8. Authority

DISTRICT and Licensee each hereby represent and warrant to the other that (a) it has full legal power and authority to enter into this Agreement and to perform its obligations hereunder, (b) that this Agreement has been duly approved and authorized by all requisite action of the Party, and (c) this Agreement has been duly executed and constitutes a valid and legally binding obligation of the Party.

IN WITNESS WHEREOF, the parties have executed this License as of the Effective Date.

Tehachapi Valley Healthcare District

Tehachapi Humanitarian Relief Organization

By _____

By _____

EXHIBIT A

Property Plan

EXHIBIT B

Insurance Requirements

5.1 Licensee shall procure and maintain, for the duration of this Agreement insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by Licensee, its officers, agents, employees, or volunteers.

5.2 Licensee shall provide the following coverage:

- a. Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, \$3,000,000 aggregate.
- b. [deleted]
- c. Workers' Compensation insurance as required by law. Licensee and all subcontractors shall cover or insure all of their employees working on the Permitted Use regardless of whether such coverage or insurance is mandatory or merely elective under the law.

5.3 The CGL and automobile insurance policies required above shall contain or be endorsed to contain the following specific provisions:

- a. DISTRICT and its directors, officers, employees, agents and representatives are listed as additional insureds;
- b. Licensee's insurance shall be primary insurance as respects DISTRICT, its directors, officers, employees, agents and representatives, and any insurance or self-insurance maintained by DISTRICT shall be excess of Licensee's insurance and shall not contribute to it.
- c. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to DISTRICT, its directors, officers, employees, agents and representatives.
- d. The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against DISTRICT, its directors, officers, employees, agents and representatives for any claims arising out of the work of Licensee.
- e. The policies may provide coverage that contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to DISTRICT under such policies. Licensee shall be solely responsible for deductible and/or self-insured retention and DISTRICT, at its option, may require Licensee to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of DISTRICT.
- f. Prior to start of work under this Agreement, Licensee shall file with DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. DISTRICT reserves the right to require certified

complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

5.4 All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or Licensee or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT, Attention: General Manager.

5.5 All insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the DISTRICT as to the use of such insurer.

5.6 Licensee shall include all subcontractors, if any, as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Licensee shall maintain evidence of compliance with the insurance requirements by the subcontractors at the Property and make them available for review by the DISTRICT.