



**DESERT HEALTHCARE DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
REVISED AGENDA
Board of Directors
January 15, 2019
4:00 P.M.**

University of California Riverside
Building B – Room B114/117
75080 Frank Sinatra Drive, Palm Desert, California 92211
This meeting is handicapped-accessible

Page(s)	AGENDA	Item Type
	<i>Any item on the agenda may result in Board Action</i>	
	A. CALL TO ORDER – President Wortham, DrPH	
	Roll Call ____Director PerezGil ____Director Rogers____Director Matthews ____Vice-President/Secretary Zendle, MD____President Wortham, DrPH	
	B. PLEDGE OF ALLEGIANCE	
	C. APPROVAL OF AGENDA	Action
	D. PUBLIC COMMENT	
	At this time, comments from the audience may be made on items <u>not</u> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. The Board has a policy of limiting speakers to no more than three minutes. The Board cannot take action on items not listed on the agenda. Public input may be offered on agenda items when they come up for discussion and/or action.	
	E. CONSENT AGENDA	
	All Consent Agenda item(s) listed below are considered to be routine by the Board of Directors and will be enacted by one motion. <u>There will be no separate discussion of items unless a Board member so requests, in which event the item(s) will be considered following approval of the Consent Agenda.</u>	
	1. WEBSITE AND BRANDING SERVICE AGREEMENTS	
4-14	a. Graphtek Interactive – Website design & development service agreement – NTE \$26,000	Action
15-21	b. Leap Marketing Creative Agency – Branding service agreement – NTE \$9,250	Action



**DESERT HEALTHCARE DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
REVISED AGENDA
Board of Directors
January 15, 2019
4:00 P.M.**

University of California Riverside
Building B – Room B114/117
75080 Frank Sinatra Drive, Palm Desert, California 92211
This meeting is handicapped-accessible

F. NEW BOARD MEMBERS APPOINTMENT

22-25

1. AB 2414 Legislative Term Limit Update
 - a. Information from Assemblymember Eduardo Garcia's office
2. Interview Questions – Standard or Random Option
3. Interviews to consider the appointment of two (2) new Board members from the newly annexed area of the District.

Discussion/**Possible
Action**

Action
Information

Candidates	City of Residence
1. Bruce Underwood, DrPH, MPH, MSE	Indian Wells
2. Frank Figueroa, EdD, MPA	Coachella
3. Erin Teran, RN	Indio
4. Patricia Escoto	Indio
5. Ezekiel Bonillas, MBA	Indio
6. Karen Borja	Indio
7. Steve Brown, MA	Coachella
8. Linda Shestock, MFCC, MS, MBA	Palm Desert
9. Luciano Crespo	Indio
10. Jocelyn Vargas, M.Ed.	Thermal
11. Trinidad Arredondo	Coachella
12. John Houston, PharmD, MHA	La Quinta
13. Leticia De Lara, MPH	Indio
14. Beatriz Gonzalez	Indio

4. Appointment and Selection by Lots of two (2) and four (4) year terms.

Action



**DESERT HEALTHCARE DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
REVISED AGENDA
Board of Directors
January 15, 2019
4:00 P.M.**

University of California Riverside
Building B – Room B114/117
75080 Frank Sinatra Drive, Palm Desert, California 92211
This meeting is handicapped-accessible

- | | | |
|--------------|-------------------------------------------------------------------------------------------|------------------------------------|
| 26-27 | 5. Consideration of Resolution appointing two (2) appointed Directors. | Action |
| 28 | 6. Administer Oath of Office to new Directors
7. Board Meeting – Date, Time & Location | Action
Discussion/Action |

G. CONVENE TO CLOSED SESSION OF THE DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS
PURSUANT TO GOVERNMENT CODE SECTION Public
Employee Appointment pursuant to Government Code
54957 Title: Chief Executive Officer

H. RECONVENE TO OPEN SESSION OF THE DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS

I. REPORT AFTER CLOSED SESSION

J. ADJOURNMENT



Date: January 15, 2019

To: Board of Directors

Subject: Communications and Marketing Plan update — Website Design and Branding service agreements

Staff Recommendation: Consideration to approve the service agreements for the District's:

- 1.** Website Design and Development (Graphtek Interactive)
- 2.** Branding services (Leap Marketing)

Background:

- Staff has reviewed proposals submitted in late 2018 to provide website and branding services, and selected two Coachella Valley firms with which to contract: Graphtek Interactive for website design/development and Leap Marketing for branding.
- Both proposals are in alignment with the Communications and Marketing Plan approved by the Board of Directors on September 25, 2018.
- Graphtek and Leap both bring extensive experience in and awareness of the community, as well as a past working relationship with the District and familiarity with its legal requirements pertaining to Board documents, minutes and other online content.
- The contractors would bring their own professional expertise to each project, but also work in concert to ensure cohesive branding that's also reflected in the new website.
- The work will begin in January 2019, with a projected launch date in April 2019.
- Staff recommends approval of the service agreements for Graphtek Interactive and Leap Marketing, included in the packet for your review and consideration.

Fiscal Impact:

Graphtek Interactive – Website Design and Development – NTE \$26,000
Leap Marketing – Branding – NTE \$9,250

Both are within the Marketing Budget of the approved FY19 annual budget

SERVICE AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between Desert Healthcare District (“District”), a public agency organized and operating pursuant to California Health and Safety Code section 32000 et seq., and Graphtek Interactive (“Provider”) as follows:

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

1. District would like to retain the professional services of Provider to provide website design and development services for the District, as detailed in Exhibit A.
2. Provider has 26 years in website development and custom web-based applications, and is qualified and possesses the knowledge, skill, expertise, necessary to provide the professional services (“Services”) as outlined in recital 1.

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

1. PROVIDER’S SERVICES.

1.1 Services. Provider shall provide all labor, materials, equipment, and incidentals necessary to fully and adequately provide the professional services described above. All Services shall be performed by Provider to the reasonable satisfaction of the District.

1.2 Compliance with Laws. In performing the Services, Provider shall, at all times comply with all applicable laws, rules, regulations, codes, ordinances, and orders of every kind whatsoever issued, adopted, or enacted by any federal, state, or local governmental body having jurisdiction over the Services.

1.3 Performance Standard. Provider shall perform the Services with efficiency and diligence and shall execute the Services in accordance with the standards of Provider’s profession, generally described as that degree of skill and care ordinarily exercised by professionals providing similar services as Provider practicing in California.

1.4 District and Foundation’s Representative. For purposes of this Agreement, the District’s Representative shall be District’s Interim Chief Executive Officer Chris Christensen, located at 1140 North Indian Canyon Drive, Palm Springs, CA 92262. All amendments to this Agreement shall be approved by the District Board.

2. FEES AND PAYMENTS.

2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Provider an amount of \$26,000.

2.2 Invoices. Provider shall deliver monthly invoices to the District no later than the 10th day of each month for Services.

2.3 Payment. The District shall remit payment for all amounts due to Provider within thirty (30) days after receipt of invoices; provided, however, in the event District disputes any portion of Provider's invoice, it shall timely pay any undisputed amounts invoiced and notify Provider within thirty (30) days of its receipt of the invoice of the specifics of any disputed amounts. The parties shall expeditiously resolve the subject of any disputed amounts by way of negotiation or, if necessary, mediation. Any such dispute shall not relieve Provider of its obligation to continue diligently performing the Services.

3. TERM; TERMINATION.

3.1 Term. The term of this Agreement shall run from the date this Agreement is fully executed over a span of up to 10 weeks, including the new website completion prior to launching on April 1, 2019, subject to Section 1.3 above or the District's right to terminate sooner for convenience. Service agreement may be extended with written agreement of both District and Provider.

3.2 Termination for Convenience. District may, at any time in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing thirty (30) days' notice to Provider of its intention to terminate the Agreement for convenience. Provider may, at any time in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing thirty (30) days' notice to District of its intention to terminate the Agreement for convenience. So long as Provider is not in default under this Agreement at the time of such termination, District shall pay Provider for all Services incurred up to and including the date of termination.

4. INDEPENDENT CONTRACTOR.

District has retained Provider to provide, and Provider shall perform, the Services as an independent contractor maintaining exclusive direction and control over its employees; and, no personnel utilized by Provider to perform the Services are employees of the District.

5. OWNERSHIP OF DOCUMENTS.

All deliverables and other documents generated by Provider in the performance of the Services, including all work papers, work-in-progress, designs, documents, data, ledgers, journals and reports prepared by Provider as a part of Provider's Services shall belong to and be subject to the sole ownership and use of the District. The provisions of this Paragraph 5 shall survive any termination of this Agreement.

6. INDEMNIFICATION.

Provider agrees to indemnify and hold the District, its governing body, officers, employees, representatives, agents, successors and assigns (collectively the District Indemnities), harmless from and against any and all losses, liabilities, claims, causes of action or costs and expenses of whatever nature or kind, incurred or suffered by the District or the District Indemnities including indemnity claims arising by reason of any personal injury of any person or property loss, loss of use, or damage, to the extent the same arise out of or in connection with the negligent act(s) or omission(s), recklessness, or willful misconduct of Provider, its officers, employees, subcontractors, or representatives, relating to the performance of the services outlined in this Agreement.

7. NOTICE.

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

To: District

Desert Healthcare District

Attention: Chris Christensen, Interim Chief Executive Officer

1140 N. Indian Canyon Drive

Palm Springs, California 92262

To: Provider

Mike Cheley, President

Graphtek Interactive

36101 Bob Hope Drive

Rancho Mirage, CA 92270

8. MISCELLANEOUS PROVISIONS.

8.1 Venue. Venue shall lie only in the federal or state courts nearest to the City of Palm Springs, in the County of Riverside, State of California.

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

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

8.4 Assignment. Provider shall not be entitled to assign all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the District. Nothing in this Agreement shall obligate the District to give such consent. Any purported assignment without the District's consent shall be void.

8.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.

8.6 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

This Agreement is entered into in the County of Riverside, State of California.

"District":

"Provider":

Desert Healthcare District

Graphtek Interactive

By: _____

By: _____

Jennifer Wortham, DrPH, President

Mike Cheley, President

Date: _____

Date: _____

EXHIBIT A

■ Proposal - SOW



Date: January 9, 2019

Client: Desert Healthcare District

Re: Consultant Agreement

Prepared by: Mike Cheley

Snapshot

Desert Healthcare District is looking to create a new website designed and built to reflect and support their vision of, "Connecting Coachella Valley residents to health and wellness services and programs through philanthropy, health facilities, information and community education, and public policy."

The Desert Healthcare District wants to create a site that will engage with and significantly grow a community of followers via the website and social media. The District has decided that a highly functioning, the modern platform is needed as it embarks upon a new chapter in its 70-year history.

The Desert Healthcare District has approached Graphtek to design and develop this new website.

Business Needs

Specifically, the new website needs to fulfill the following business needs

- Present a unique and professional easy to navigation and friendly user experience
- Effectively supports the new branding and brand standards
- Provide a robust and intuitive search functionality of all site content and documents.
- Integrate with 3rd party meeting software for board meeting agendas, meetings and report or provide functionality to manage those documents.
- Utilize site translation tools and/or alternate language versions of site content
- Includes an agreed to a level of ADA compliance*
- Utilize high impact visuals (photos, animation, and video)
- Design as a responsive (mobile, tablet & desktop)



- Full-featured CMS (content management system) provides site admin controls of page content, media (photos, video, documents), scheduled content and password protected content
- Robust site search tool

Target Audience Needs

The target audience for Desert Healthcare District's website includes residents, nonprofits, local government, media, and other organizations and individuals, for whom the website will be an essential resource of information.

The new website needs to assist the target audience to do the following:

1. Easily find information about the activities and services of DHCF
2. Find links and information to health care resources
3. View and search board minutes, agendas, press released and other documents
4. View and navigate content on mobile, tablet and desktop
5. Find and download documents
6. Complete and submit request forms

Project Essentials

The following elements are considered essential to the project:

- Custom User Interface (design)
- Develop working HTML/CSS website to best practice web standards
- Document management system (integration or custom)
- Develop responsive breakpoints for tablet and mobile experience
- Integrate website into the content management system
- Integrated site search
- Integrate Search Engine Optimization best practices to increase visibility in popular search engines such as Google and Bing
- Test and debug beta version of the website before launch
- Launch live website
- Integrate a daily and weekly backup schedule to protect the website
- Integrate Google analytics software



- Training included

Project methodology

We utilize a modified Agile workflow. Working in 2-week sprints with the objective of delivering functional deliverables at the end of each sprint.

Sprints are planned by the team and client based on the requirements, estimated effort, and overall timeline and budget.

We conduct daily standup meetings to assess status, address questions and resolve issues. All activity, issues, and bugs are tracked on our project management software (JIRA). The client is required to interact with the team using this platform. All activity is visible and transparent.

Deliverables / Services

Project Management

The estimates include daily standup meetings, sprint retrospectives, sprint planning, and weekly summary reports and status meeting.

Content

Content is to be provided by you or your writer. Our estimate includes a content migration of all current site content and documents and input for up to 20 pages of new content. and upload of up to 25 new documents.

Information Architecture

The organization and structure of the content are critical to usability. We will provide a recommended sitemap based on site analytics and our experience with similar projects.

Wire Frames / Prototypes

Wire-frames are simple line diagrams of the page content, approximate real estate (space) and description.



Our estimate includes up to 2 rounds of client requested changes and includes these pages:

- Homepage
- Content page
- Documents Page
- Press Room
- Request Form

Design mockups

Mock-ups are a visual representation of the colors, fonts, images, and layout of the site as we envision it. Based on the approved content and graphic styles, our front-end designers will use concept and design visualization of the site design including images, graphic elements, icons, typestyle, and overall presentation for both desktop and mobile.

Our estimate includes up to 1 round of client requested changes and includes these pages:

- Homepage
- Content page
- Documents Page
- Press Room
- Request Form
- CSS Style theme

Development

Development is the work effort required to write the HTML, JavaScript and database code to make the site function in the browser. This estimate includes the following custom templates:

- Header/Footer
- Homepage
- Content page
- Document view
- Search Results
- Contact us form
- Request form
- Press Room
- Press Release



- Video Player

Testing

End to end testing against all define functionalities and defined use cases.

Training

Training includes 2 hours of instruction on how to use the CMS and suggested resources for additional help/training.



SERVICE AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between Desert Healthcare District (“District”), a public agency organized and operating pursuant to California Health and Safety Code section 32000 et seq., and Leap Marketing | Creative Agency (“Provider”) as follows:

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

1. District would like to retain the professional services of Provider to design, develop and implement new branding as detailed in Exhibit A.
2. Provider has more than 20 years in providing branding and marketing services, and is qualified and possesses the knowledge, skill, expertise necessary to provide the professional services (“Services”) as outlined in recital 1.

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

1. PROVIDER’S SERVICES.

1.1 Services. Provider shall provide all labor, materials, equipment, and incidentals necessary to fully and adequately provide the professional services described above. All Services shall be performed by Provider to the reasonable satisfaction of the District. To the extent of any inconsistencies between this agreement and the Exhibit A branding services document, the provision of this Agreement shall govern.

1.2 Compliance with Laws. In performing the Services, Provider shall, at all times comply with all applicable laws, rules, regulations, codes, ordinances, and orders of every kind whatsoever issued, adopted, or enacted by any federal, state, or local governmental body having jurisdiction over the Services.

1.3 Performance Standard. Provider shall perform the Services with efficiency and diligence and shall execute the Services in accordance with the standards of Provider’s profession, generally described as that degree of skill and care ordinarily exercised by professionals providing similar services as Provider practicing in California.

1.4 District and Foundation’s Representative. For purposes of this Agreement, the District’s Representative shall be District’s Interim Chief Executive Officer Chris Christensen, located at 1140 North Indian Canyon Drive, Palm Springs, CA 92262. All amendments to this Agreement shall be approved by the District Board.

2. FEES AND PAYMENTS.

2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Provider an amount of \$9,250.

2.2 Invoices. Provider will invoice the District 50 percent of the total service charge at the signing of the contract and the remaining 50 percent at the end of the project.

2.3 Payment. The District shall remit payment for all amounts due to Provider within thirty (30) days after receipt of invoices; provided, however, in the event District disputes any portion of Provider's invoice, it shall timely pay any undisputed amounts invoiced and notify Provider within thirty (30) days of its receipt of the invoice of the specifics of any disputed amounts. The parties shall expeditiously resolve the subject of any disputed amounts by way of negotiation or, if necessary, mediation. Any such dispute shall not relieve Provider of its obligation to continue diligently performing the Services.

3. TERM; TERMINATION.

3.1 Term. The term of this Agreement shall run from the date this Agreement is fully executed to four to seven weeks thereafter, subject to Section 1.3 above or the District's right to terminate sooner for convenience. Service agreement may be extended with written agreement of both District and Provider.

3.2 Termination for Convenience. District may, at any time in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing thirty (30) days' notice to Provider of its intention to terminate the Agreement for convenience. Provider may, at any time in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing thirty (30) days' notice to District of its intention to terminate the Agreement for convenience. So long as Provider is not in default under this Agreement at the time of such termination, District shall pay Provider for all Services incurred up to and including the date of termination.

4. INDEPENDENT CONTRACTOR.

District has retained Provider to provide, and Provider shall perform, the Services as an independent contractor maintaining exclusive direction and control over its employees; and, no personnel utilized by Provider to perform the Services are employees of the District.

5. OWNERSHIP OF DOCUMENTS.

All deliverables and other documents generated by Provider in the performance of the Services, including all work papers, work-in-progress, designs, documents, data, ledgers, journals and reports prepared by Provider as a part of Provider's Services shall belong to and be subject to the sole ownership and use of the District. The provisions of this Paragraph 5 shall survive any termination of this Agreement.

6. INDEMNIFICATION.

Provider agrees to indemnify and hold the District, its governing body, officers, employees, representatives, agents, successors and assigns (collectively the District Indemnities), harmless from and against any and all losses, liabilities, claims, causes of action or costs and expenses of whatever nature or kind, incurred or suffered by the District or the District Indemnities including indemnity claims arising by reason of any personal injury of any person or property loss, loss of use, or damage, to the extent the same arise out of or in connection with the negligent act(s) or omission(s), recklessness, or willful misconduct of Provider, its officers, employees, subcontractors, or representatives, relating to the performance of the services outlined in this Agreement.

7. NOTICE.

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

To: District

Desert Healthcare District

Attention: Chris Christensen, Interim Chief Executive Officer

1140 N. Indian Canyon Drive

Palm Springs, California 92262

To: Provider

Attention: Evy Hanson, Owner

Leap Marketing | Creative Agency

74947 Highway 111, Suite 200

Indian Wells, CA 92210

8. MISCELLANEOUS PROVISIONS.

8.1 Venue. Venue shall lie only in the federal or state courts nearest to the City of Palm Springs, in the County of Riverside, State of California.

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

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

8.4 Assignment. Provider shall not be entitled to assign all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the District. Nothing in this Agreement shall obligate the District to give such consent. Any purported assignment without the District's consent shall be void.

8.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.

8.6 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

This Agreement is entered into in the County of Riverside, State of California.

"District":

Desert Healthcare District

By: _____

Jennifer Wortham, DrPH, President

"Provider":

Leap Marketing | Creative Agency

By: _____

Evy Hanson, Owner

Date: _____

Date: _____



CREATIVE
AGENCY

DELIVERABLES BRANDING SERVICES

This will be a 3-phase project consisting of:

PHASE 1

- ✓ DHCD & Leap Discovery & Strategy Meetings
- ✓ Market Research Gathering & Analysis
- ✓ Presentation of Findings & Strategy

PHASE 2

- ✓ Logo and Tagline Development
- ✓ Presentation Meeting
- ✓ Revisions and Finalization

PHASE 3

- ✓ Design of Marketing Materials

Estimated timeframe for completion, approximately 4-7 weeks from project commencement at signing of contract. This timeline is contingent upon reasonable and timely review and decision making by client. As such, deadlines for final deliverables are subject to change.

DELIVERABLES BRANDING SERVICES

Logo Design and Tagline Development (Phase 1& 2) \$5,500

Design of logo for Desert Healthcare District and Desert Healthcare Foundation.
Design to be rooted in findings from research and formulated strategy.

- ✓ Leap to present 2-3 logo options for each
- ✓ Leap to present 2-3 tagline options

Marketing Materials (Phase 3) \$3,750

Email Signature (1)

Letterhead (1)

Newsletter Template (1)

Exterior Signage (1)

Interior Signage (1)

Social Media Banner (1)

- ✓ Leap to present 2-3 options of each of the described marketing materials

Branding Services - Includes up to 3 revision of selected design and tagline.



C R E A T I V E
A G E N C Y

Payment Terms

Desert Healthcare District shall pay Leap Marketing \$9,250 for the services of brand development and design of marketing materials. Leap Marketing will invoice Desert Healthcare District 50% of the total service charge at signing of contract and the remaining 50% at the end of the project as stipulated above.

1. FEES AND CHARGES

1.1 Fees. In consideration of the Services to be performed by Provider, Client shall pay to Provider fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

1.2 Invoices. All invoices are payable within 30 days of receipt. A monthly service charge of 5% is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Provider reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

2. CHANGES

2.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Provider's standard hourly rate. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Provider may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

2.2 Substantive Changes. If Client requests or instructs Changes that amount to a revision of at least 20% of the time required to produce the Deliverables, and or the value or scope of the Services, Provider shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Provider.



C R E A T I V E
A G E N C Y

3. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than Provider;
- (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; and
- (c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.



DATE: January 15, 2019

TO: Board of Directors

RE: New Director Appointment

Appointment of New Directors

IT IS IMPORTANT THAT ALL THE APPLICANTS UNDERSTAND THAT UNDER THE EXISTING LAW THAT WAS PASSED RELATING TO THE EXPANSION (AB 2414), THAT THE INDIVIDUALS APPOINTED TONIGHT WILL NOT BE ELIGIBLE TO RUN FOR ELECTION WHEN THE TERM THAT THEY ARE APPOINTED TO EXPIRES EITHER IN DECEMBER 2020 OR DECEMBER 2022. THE DISTRICT BOARD IS ON RECORD REQUESTING THAT ASSEMBLYMAN GARCIA CONSIDER AMENDING THE STATUTE TO ALLOW THE APPOINTED INDIVIDUALS TO RUN FOR ELECTION BUT THAT WILL BE UP TO ASSEMBLYMEMBER GARCIA AND THE LEGISLATURE.

IN ADDITION, ALL APPLICANTS MUST BE REGISTERED VOTERS RESIDING IN THE NEWLY ANNEXED TERRITORY, AND MUST ALSO FILE A FAIR POLITICAL PRACTICES ACT DISCLOSURE STATEMENT (FORM 700) IN ACCORDANCE WITH THE PROVISIONS OF THE ACT AND IMPLEMENTING REGULATIONS.

- The Board will consider an action item to select standard questions versus random questions to be asked of the candidates.

INTERVIEW PROCESS

- Counsel Scott will announce that the Board will now consider nominations for the two (2) new Board vacancies

and will go over a few ground rules, so everyone understands the process.

- The order of candidates has been randomly selected by draw.
- While this is an open meeting and each of the candidates are free to watch the other applicants as they are interviewed, to ensure the process is fair, the Board asks that, as a courtesy, the applicants who are not being interviewed wait in a sperate area until called. Mr. Espinoza will escort the candidates to and from the separate area when it is her/his turn.
- The Board members will have reviewed each of the applications and each Board member will have an opportunity to ask questions of each candidate.
- At the conclusion of the interviews, all candidates will be asked to return to the meeting room, which will be open for Board discussion.
- Following Board discussion, the nomination and voting process will begin. Since the interviews are between the Board and the candidates, there will be no public input.

NOMINATION PROCESS

- Following Board discussion (if any), Counsel Scott will announce that nominations for appointment of the first of two (2) new Board members are open.
- As more than one person may be nominated, nominations shall remain open until all nominations are

made. To ensure that all potential nominators are provided an equal opportunity, Counsel Scott will ask: "Are there any other nominations?"

- When there are no further nominations, the Mr. Scott will announce that the nominations are closed.
- Upon the close of nominations, Mr. Scott will pass out individual ballots upon which each of the board members will write their selection.
- In keeping with the requirement for transparency and open voting, the completed ballots will be handed back to Mr. Scott, whereupon the voted selection of each board member will be read aloud (for instance, "Director Jones votes for Mr. Smith," and so on).
- The paper ballot method will be utilized on the first and any needed subsequent ballots, until one of the nominated candidates garners at least three votes.
- When one of the candidates achieves three votes, the Chair can ask for motion and second to provide an opportunity for a final vote of unanimity.
- **Mr. Scott will next announce that nominations for appointment of the second new Board member are open and the process is repeated.**

SELECTION BY LOT PROCESS

Health & Safety Code section 32499.2(c) requires that, upon appointment, the Board shall, by lot, designate one

member appointed to leave office when his or her successor takes office after the next General Election in 2020 and one member who shall leave office two years thereafter. "By lot" means to be chosen at random –Two pieces of paper will be placed in a hat or other container – one with "2020", the other with "2022". Mr. Scott will flip a coin to determine which new director draws first. The winner of the flip will reach into the hat and pick a number.

ADOPTION OF RESOLUTIONS OF APPOINTMENT

After the lots have been drawn the Board then considers the adoption of the two Resolutions of Appointment (attached). One for the term expiring in the 2020 General Election and the other for the term expiring in the 2022 General Election.

Mr. Scott will administer the oath of office to the new directors.

RESOLUTION NO. 18-10

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
DESERT HEALTHCARE DISTRICT APPOINTMENT
FOR _____ TO SERVE ON THE BOARD OF
DIRECTORS UNTIL THE NEXT
DISTRICT GENERAL ELECTION IN 2020**

WHEREAS, pursuant to Health & Safety Code section 32499.2, the Board of Directors of the Desert Healthcare District is required to increase from five (5) to seven (7) the number of Board members on the Desert Healthcare District Board of Directors; and

WHEREAS, the Board of Directors has conducted interviews of applicants for the two positions and has followed the procedures set forth in Health & Safety Code sections 32499 et seq.

NOW, THEREFORE, the Board of Directors of the Desert Healthcare District does hereby resolve, find, determine, and order as follows:

Section 1: Pursuant to section 32499.2 of the Health & Safety Code, the Board of Directors of the Desert Healthcare District hereby appoints _____ to serve as a member of the Board of Directors until the next District general election in 2020.

Section 2: The Secretary of the Desert Healthcare District is hereby directed to deliver forthwith one (1) certified copy of this resolution to the Clerk of the Board of Supervisors of the County of Riverside.

PASSED AND ADOPTED at a special meeting of the Board of Directors of the Desert Healthcare District held on January 15, 2019, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Jennifer Wortham, DrPH, President
Board of Directors

ATTEST:

Les Zendle, M.D., Vice-President
Board of Directors

RESOLUTION NO. 18-11

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
DESERT HEALTHCARE DISTRICT APPOINTING
_____ TO SERVE
ON THE BOARD OF DIRECTORS UNTIL THE NEXT
DISTRICT GENERAL ELECTION IN 2022**

WHEREAS, pursuant to Health & Safety Code section 32499.2, the Board of Directors of the Desert Healthcare District is required to increase from five (5) to seven (7) the number of Board members on the Desert Healthcare District Board of Directors; and

WHEREAS, the Board of Directors has conducted interviews of applicants for the two positions and has followed the procedures set forth in Health & Safety Code section 32499 et seq.

NOW, THEREFORE, the Board of Directors of the Desert Healthcare District does hereby resolve, find, determine, and order as follows:

Section 1: Pursuant to section 32499.2 of the Health & Safety Code, the Board of Directors of the Desert Healthcare District hereby appoints _____ to serve as a member of the Board of Directors until the next District general election in 2022.

Section 2: The Secretary of the Desert Healthcare District is hereby directed to deliver forthwith one (1) certified copy of this resolution to the Clerk of the Board of Supervisors of the County of Riverside.

PASSED AND ADOPTED at a special meeting of the Board of Directors of the Desert Healthcare District held on January 15, 2019, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Jennifer Wortham, DrPH, President
Board of Directors

ATTEST:

Les Zendle, M.D., Vice-President
Board of Directors



Date: January 15, 2019

To: Board of Directors

Subject: Board Meeting – Date, Time & Location

Discussion:

- The Board of Director's meetings have traditionally been held in the Arthur H. "Red" Motley Boardroom at the Desert Healthcare District office on the 4th Tuesday of each month at 6:00 pm.
- Over the course of the past several months, in conjunction with the expansion initiative, rezoning, etc., meetings have been held at various locations, including the UCR campus in Palm Desert.
- The District will soon lease office space at the RAP offices in Palm Desert, which has conference/board room space available.
- With the expansion of the district (Measure BB) now complete and the Board expanded from 5-7 directors, this is a good opportunity for the Board to discuss dates, times and locations for future Board meetings.

Fiscal Impact:

None