



**DESERT HEALTHCARE DISTRICT  
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

**Board of Directors**

**August 25, 2021**

**5:00 P.M.**

In accordance with the current State of Emergency and the Governor's Executive Order N- 25-20, of March 12, 2020, revised on March 18, 2020, teleconferencing will be used by the Board members and appropriate staff members during this meeting. In lieu of attending the meeting in person, members of the public will be able to participate by webinar by using the following link:

**<https://us02web.zoom.us/j/89931886950?pwd=WFZpTW8wa0VYbzlCb1tnb05PaWthQT09>**

**Password: 950681**

Participants will need to download the Zoom app on their devices. Members of the public may also be able to participate by telephone, using the follow dial in information:

**Dial in #: (669) 900-6833 To Listen and Address the Board when called upon:**

**Webinar ID: 899 3188 6950**

**Password: 950681**

<i>Pages</i>	<b>AGENDA</b>	<i>Item Type</i>
	<i>Any item on the agenda may result in Board Action</i>	
	<b>A. CALL TO ORDER – President De Lara</b>	
	Roll Call	
	Director Zavala____Director Shorr____Director Zendle, MD____	
	Director PerezGil____Director Rogers, RN____	
	Vice-President/Secretary Borja____President De Lara	
	<b>B. PLEDGE OF ALLEGIANCE</b>	
<b>1</b>	<b>C. APPROVAL OF AGENDA</b>	<b>Action</b>
	<b>D. PUBLIC COMMENT ANNOUNCEMENT</b>	
	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. <b>The Board has a policy of limiting speakers to no more than three minutes.</b>	
	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.	
<b>2-6</b>	<b>E. CEO REPORT</b>	<b>Action</b>
	1. Consideration to approve the sale and construction agreement between the Desert Healthcare District and Magnum Mobile Specialty Vehicles, Inc. for a 26 ft. medical mobile clinic for \$170,000	
	<b>F. ADJOURNMENT</b>	



Date: August 25, 2021

To: Board of Directors

Subject: Medical Mobile Unit Acquisition: Consideration to approve the sale and construction agreement between the Desert Healthcare District and Magnum Mobile Specialty Vehicles, Inc. for a 26 ft. medical mobile clinic for \$170,000

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**Staff Recommendation:**

Approval of agreement between Magnum Mobile Specialty Vehicles, Inc., and Desert Healthcare District for the purchase of a mobile unit for \$170,000.

**Background:**

The Coachella Valley Equity Collaborative (CVEC) efforts to mitigate the impact of the current COVID-19 epidemic have increased the participation of underserved community residents in COVID-19 testing and vaccinations. By addressing and reducing barriers to access like transportation and increasing the proximity of health and wellness programs and/or services to where community residents live, work, and play have demonstrated a need to continue this strategy and service delivery model.

On May 25, 2021, the DHCD Board of Directors approved \$336,500 for the acquisition of a medical mobile unit. The addition of a mobile unit to the DHCD would increase the District's visibility throughout the Coachella Valley. Thus, continuing to build upon the remarkable progress accomplished by the CVEC by collaborating with community partners to address health equity problems by reducing access barriers like transportation, the days and hours of the provision of services, and proximity of services and programming.

**Update:**

Staff solicited quotes from multiple manufacturers. Staff recommends the quote from Magnum Mobile Specialty Vehicles of \$170,000 for a 26ft. medical mobile unit, which includes two examination rooms, and a full restroom. The remaining approved funds will be utilized for ongoing operational and maintenance costs.

DHCD Legal Counsel, Mr. Jeffrey Scott has reviewed the contract and recommends approval.

**Fiscal Impact:**

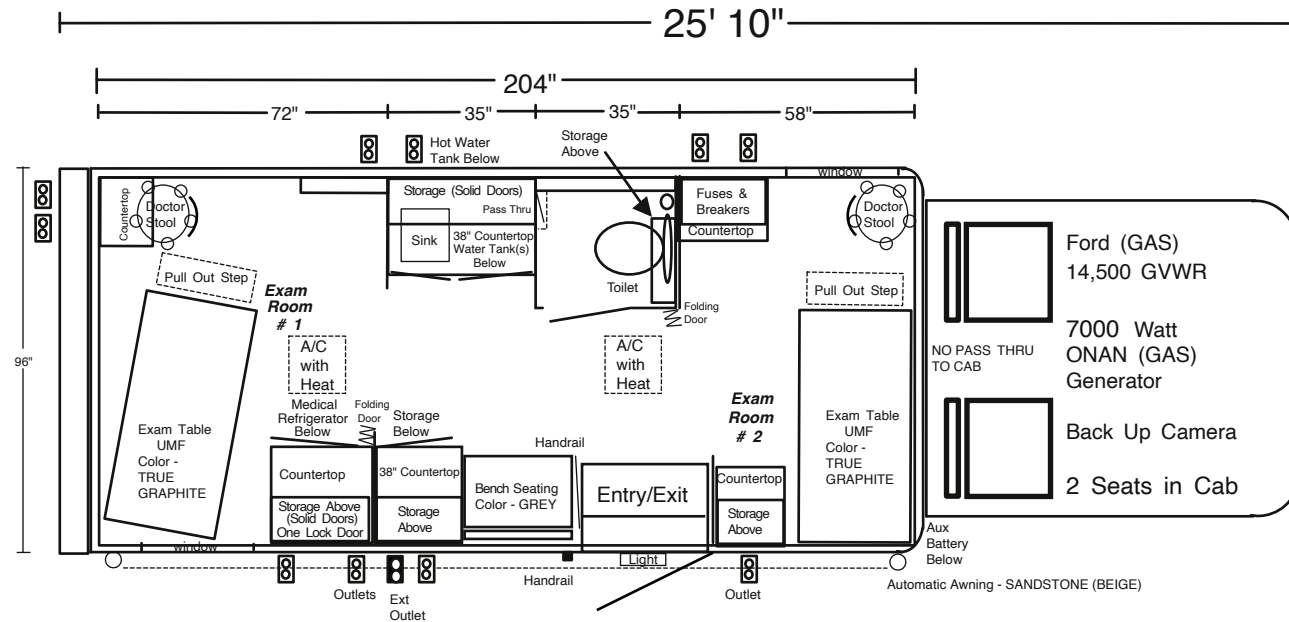
\$170,000 for the acquisition of a mobile unit.

Total funding allocation approved by the Board is 336,500 of which \$175,000 is provided by The Coachella Valley Resource Conservation District (CVRCD) grant.

# 26 Ft Medical Mobile Clinic

with Two Private Exam Rooms, Center waiting area with sink & Bathroom

Desert Healthcare District & Foundation - Mr. Alejandro Espinoza



30" Swing Door with a window and an automatic electric step

## Includes:

Commercial Black Flooring  
 Counter Top Color (White Faux Marble)  
 Cabinet & Interior Wall Color (Grey/White)  
 Center Entry/Exit with 30" Swing Door  
 Video Camera for Backing Up  
 ONAN EFI Gasoline Generator 7K  
 AGM Battery and Charger  
 Bench Seat (Color - GREY)  
 Two A/C Units with Heat - T-Stat Controlled  
 One Locking Upper Cabinet  
 Exam Tables (Color - TRUE GRAPHITE)  
 Dr. Stools (Color - BLACK)  
 Includes all Standard Features

## Options:

2nd Exam Table (UMF - Front Pullout Step)  
 Medical Fridge Replacing our Standard Fridge  
 Stabilizing/Leveling 2 Pt Manual System  
 Automatic Awning - Color - SANDSTONE (BEIGE)  
 Hot Water Tank  
 Exterior Outlet on Passenger Side  
 Solar Panel System - 170 Watt  
 Wi-Fi Cradle Point & Antenna Install  
 Spare Tire with Holder Under Vehicle  
 Delivery

Scale 1/4" = 1'  
 (approximate)

Please Sign and Email back to us ASAP  
 Accepted by \_\_\_\_\_  
 Date \_\_\_\_\_

Rep. Suzanne

"Your Mobile Workplace"



**MAGNUM MOBILE**  
 SPECIALTY VEHICLES  
 MagnumMobileSV.com

## AGREEMENT FOR SALE AND CONSTRUCTION OF A MOBILE CLINIC

This Agreement is entered into on this 12<sup>th</sup> day of August, 2021, between MAGNUM MOBILE SPECIALTY VEHICLES, INC. ("MAGNUM"), located at 23225 North 19<sup>th</sup> Avenue, Phoenix, AZ 85027, and DESERT HEALTHCARE DISTRICT & FOUNDATION ("BUYER") located at 1140 North Indian Canyon Drive, Palm Springs, CA 92262.

### 1. DESCRIPTION OF MOBILE CLINIC TO BE FURNISHED BY MAGNUM

MAGNUM shall build a 26-foot mobile medical unit ("Mobile Clinic") on a Ford chassis (VIN# to be determined) in accordance with the MAGNUM standard price sheet and any changes agreed upon in writing on the proposed quote with specifications, custom floor plan, and invoice. A statement describing the mileage of the chassis will also be provided.

### 2. PAYMENT AND DELIVERY

The total purchase is \$170,000. The purchase price will be paid as follows:

- A. The non-refundable sum of \$59,500 payable on the signing of this contract.
- B. The sum of \$59,500 payable on notice that your Ford chassis as been delivered to MAGNUM.
- C. The sum of \$51,000 payable on notice of your Mobile Clinic being completed.
- D. All Ford rebates to be given to MAGNUM which are already taken out of the total price given.

The Mobile Clinic will be completed on or about 10-11 months from receiving your progress payment with signed Agreement.

The Mobile Clinic will be delivered from MAGNUM, 23225 North 19<sup>th</sup> Avenue, Phoenix, AZ 85027.

Terms of Delivery – Risk of loss passes to buyer or agent when driven off MAGNUM's lot to be delivered, unless delivered by a MAGNUM employee. Then, risk of loss passes to buyer when delivered to Buyer's location above.

### 3. LIMITED WARRANTY

A. BUYER has the right to have the Mobile Clinic serviced or repaired by a Ford dealer. The new vehicle warranties supplied by the manufacturer of the chassis will be described in the warranty book, which will be delivered with the vehicle.

B. The warranties supplied by MAGNUM will be described in the warranty book, which will be delivered with the vehicle.

C. MAGNUM's warranty does not cover defects in equipment purchased by MAGNUM for installation in the Mobile Clinic unless the defects result from the installation.



Manufacturers of equipment purchased by MAGNUM, such as refrigeration, battery, generator, air conditioner, and any other supplying manufacturer provide their own warranties, which are passed through to BUYER. These applicable warranties will be included with your owner's packet.

MAGNUM's limited warranty shall not apply if the product is modified by BUYER, tampered with, misused, or subjected to abnormal working conditions which include, but are not limited to, lightning and water damage.

MAGNUM HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED.

MAGNUM SHALL HAVE NO LIABILITY WHATSOEVER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES UNDER ANY CIRCUMSTANCES, WHETHER BASED ON TORT OR BREACH OF CONTRACT CLAIMS OR ON ANY OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITED WARRANTY DOES NOT GUARANTEE BUYER UNINTERRUPTED SERVICE OR USE OF THE MOBILE MEDICAL UNIT. THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF BUYER'S EXCLUSIVE REMEDY IN LIEU OF ALL OTHER WARRANTIES.

NOTWITHSTANDING THE LIMITED WARRANTY, BUYER DOES NOT WAIVE ITS RIGHTS TO PERSUE ITS AVAILABLE REMEDIES UNDER THE APPLICABLE CITY, STATE, OR FEDERAL LAW.

4. This Agreement and all addenda supersede in full all prior discussions and Agreements, oral and written, between the parties relating to the Medical Mobile Unit and constitute the entire Agreement between the parties relating to the purchase and building of the Medical Mobile Unit. This Agreement may be modified or supplemented only in writing signed by an authorized representative of each party.

5. Neither BUYER nor MAGNUM shall be liable for delays in any of their respective performance obligations hereunder due to causes beyond their reasonable control, including but not limited to acts of God, strikes or inability to obtain labor or materials on time.

6. If any provisions of this Agreement shall be deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance.

7. All required notices under this Agreement shall be sent to the recipient party's address stated in this Agreement, unless otherwise changed in writing by the respective party. Certified

mail, registered mail, or overnight mail carrier shall give all notices. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.

8. Neither BUYER nor MAGNUM shall not transfer or assign their respective rights or obligations under this Agreement to any other party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be void.

9. This Agreement shall be governed by the laws of the State of Arizona. Any action regarding this contract shall be brought in the County of Maricopa County Arizona.

10. ACCEPTANCE

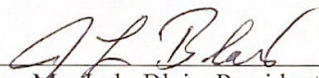
To accept this Agreement, please sign, e-mail to MAGNUM, and return original with your deposit. This Agreement is open for acceptance until the 24<sup>th</sup> day of August, 2021.

MAGNUM:

BUYER:

Magnum Mobile Specialty Vehicles, Inc.

Desert Healthcare District & Foundation

  
By: Mr. Jody Blais, President

\_\_\_\_\_  
By:

Date: 8-12-21

Date: