

DESERT HEALTHCARE DISTRICT BOARD MEETING

Board of Directors July 26, 2022 5:30 P.M.

In accordance with new authorization signed by the Governor – Executive Order N-17-21 on September 16, 2021 - (AB 361 - Government Code 54953 effective until January 1, 2024), which extends the provisions of the Governor's Executive Order N-29-20 of March 12, 2020, revised on March 18, 2020, and Board-approved Resolution #21-03 on September 26, 2021, 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 can participate by webinar by using the following link:

https://us02web.zoom.us/j/87372594087?pwd=SFpneElTQTkrdWloY0ExditzZWt4dz09 Password: 511576

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 or Toll Free (833) 548-0282 To Listen and Address the Board when called upon:

Webinar ID: 873 7259 4087 Password: 511576

You may also email <u>ahayles@dhcd.org</u> with your public comment no later than 4 p.m., Tuesday, 07/26

Page(s) AGENDA Item Type

Any item on the agenda may result in Board Action

A. CALL TO ORDER - President Borja

Roll Call

Director De Lara____Director Zendle, MD____
Director Rogers, RN___Director Shorr____
Secretary Zavala___Vice-President PerezGil___President Borja

- B. PLEDGE OF ALLEGIANCE
- 1-3 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

Action

All Consent Agenda item(s) listed below are considered routine by Board of Directors and will be enacted by one motion. 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.



4-6 7-9 10-21 22-46 47-69 70-90		 BOARD MINUTES a. Special Meeting of the Board – June 20, 2022 b. Board of Directors Meeting Closed Session – June 28, 2022 c. Board of Directors Meeting – June 28, 2022 FINANCIALS a. Approval of the June 2022 Preliminary Financial Statements – F&A Approved July 12, 2022 LAS PALMAS MEDICAL PLAZA a. LPMP – Suite 1W-202 – Cure Cardiovascular Consultants, Inc. Renewal – 5 Years GRANTS a. #1351 Alianza CV – Partnerships for Air Quality Community Training in Rural Communities of the Eastern Coachella Valley – \$40,000 RESOLUTIONS a. Subsequent Emergency Resolution #22-18 Re-Ratifying the State of Emergency and Re-Authorizing Remote Teleconference Meetings 	
94-101	F.	DESERT HEALTHCARE DISTRICT CEO REPORT - Conrado E. Bárzaga, MD, Chief Executive Officer 1. Mini Grant Expansion/Increase – Grant and Mini Grant Policy #OP-05 Guidelines – Mini grants provide up to \$5k per request in a fiscal year, aligning with the District's	Discussion
102 103-104		strategic goals and objectives Riverside County Public Health Data Agreement CEO Community Engagements and District Media Visibility 	Information Information
105-106		4. Report on SB 938 (Hertzberg) – Special Districts and the California Association of Local Agency Formation Commissions (CALAFCO) parameters for authorizing a commission to initiate a proposal for the dissolution of a district	Information
107		5. Legislative Update - California State Budget \$1B Surplus	Information
108-115		 Ask on Seismic Compliance 6. Consideration to approve a new Purchase Agreement for the Mobile Unit Agreement with Magnum Mobile Specialty Vehicles – \$188,750 	Action
	G.	DESERT REGIONAL MEDICAL CENTER CEO REPORT – Michele Finney, CEO	Information
	Н.	DESERT REGIONAL MEDICAL CENTER GOVERNING BOARD MEETING – Les Zendle, MD and Carole Rogers, RN	Information



I. COMMITTEE MEETINGS

116-118		 FINANCE, LEGAL, ADMINISTRATION & REAL ESTATE COMMITTEE – Chair/Director Arthur Shorr, President Karen Borja, and Director Les Zendle, MD Draft Meeting Minutes – July 12, 2022 Senior Development Officer 	Information Information
		 PROGRAM COMMITTEE – Chair/Vice-President Evett PerezGil, President Karen Borja, and Secretary Carmina Zavala 	
119-121		 Draft Meeting Minutes – July 12, 2022 Consideration to approve the Coachella Valley Equity Collaborative Grants for Core Operating Support for two (2) years to continue equitable community work after COVID-19 	Information Information
122-135		a. #1324 Galilee Center – \$100,000	Action
136-155 156		b. #1332 Alianza CV – \$100,000 3. Grant Payment Schedule	Action Information
157-158		Grant applications and Request for Proposals Submitted and Under Review	Information
159-166		5. Progress and Final Reports Update	Information
167-173	J.	OLD BUSINESS 1. Coachella Valley Association of Governments (CVAG) CV Link Q2 2022 Report	Information
174	K.	NEW BUSINESS 1. Consideration to approve an Amendment to the Chief Executive Officers (CEO) Employment Agreement to provide a cost-of-living adjustment, merit increase, and to extend the term to July 31, 2025	Action

L. LEGAL

M. IMMEDIATE ISSUES AND BOARD COMMENTS

N. ADJOURNMENT

The undersigned certifies that on July 22, 2022, I posted a copy of this agenda in the front entrance to the Desert Healthcare District offices located at 1140 North Indian Canyon Drive, Palm Springs, California. I also caused a copy of this agenda to be posted in the front entrance of the Desert Healthcare District office located at the Regional Access Project Foundation, 41550 Eclectic Street, Suite G100, Palm Desert California. If you have any disability which would require accommodation to enable you to participate in this meeting, please email Andrea S. Hayles, Special Assistant to the CEO and Board Relations Officer, at ahayles@dhcd.org or call (760) 567-0298 at least 72 hours prior to the meeting.

Andrea S. Hayles, Board Relations Officer



DESERT HEALTHCARE DISTRICT SPECIAL MEETING OF THE BOARD OF DIRECTORS MEETING MINUTES June 20, 2022

District Staff Present - Video

Directors Present – Video Conference	Conference	Absent
President Karen Borja	Conrado E. Bárzaga, MD, CEO	
Vice-President Evett PerezGil	Chris Christensen, CAO	
Secretary Carmina Zavala, PsyD	Donna Craig, Chief Program Officer	
Director Arthur Shorr	Alejandro Espinoza, MPH, Chief of	
Director Carole Rogers, RN	Community Engagement	
Director Les Zendle, MD	Jana Trew, Senior Program Officer	
Director Leticia De Lara, MPA	Will Dean, Marketing and	
	Communications Director	
	Meghan Kane, MPH, Senior Program	
	Officer, Public Health	
	Andrea S. Hayles, Board Relations	
	Officer	
	<u>Legal Counsel</u>	
	Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION
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A. Call to Order President Borja called the	
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meeting to order at 5:30 p.m.	
Roll Call The Clerk of the Board called	
the roll with all directors	
present except Vice President	
PerezGil with technical	
difficulties.	
B. Pledge of Allegiance President Borja led the Pledge	
of Allegiance.	
C. Approval of Agenda President Boja asked for a #21-97 MOTION WAS MAD	DE by
motion to approve the agenda. Director Zendle and secon	ded by
Director De Lara to approv	e the
agenda.	
Motion passed unanimous	-
AYES – 7 President Borja, N	
President PerezGil, Secreta	-
Zavala, Director Shorr, Dire	
Rogers, Director Zendle an	d
Director De Lara -	
NOES – 0	
ABSENT – 0	
D. Public Comment	
E. Seismic Legislative Affairs	



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 20, 2022

1. Consideration to approve a consulting services agreement with Strategies 360 for \$9,500/month through June 30, 2023, for efforts to successfully lobby public officials in support of Assemblymember Garcia's request for the inclusion of \$1B for Public District Hospitals from the state budget surplus to meet the 2030 seismic mandate.

Conrado Bárzaga, MD, CEO, described the seismic retrofit regulations and advocacy activities by Assemblymember Garcia for his \$1B ask from the state budget surplus, further explaining the lobbying efforts necessary to accelerate the bill for legislative support.

The board discussed the absence of competitive bidding, review, and approval by the F&A Committee; more research, and examining the issue further at the next board meeting. Additionally, the board considered solving the issue quickly and moving forward with the lease and seismic, and the logical surplus for the voters of Coachella Valley in an equitable distribution of wealth with tax funding, and the urgency of time.

Public Comment: Brad Anderson, Rancho Mirage Resident, provided a written public comment attached to the minutes.

Audio recording available on the

F. Adjournment

President Borja adjourned the meeting at 6:12 p.m.

website at
http://dhcd.org/Agendas-and-
Documents

#21-98 MOTION WAS MADE by

Director De Lara to approve the

Motion passed unanimously.

President PerezGil, Secretary

Rogers, Director Zendle and

ABSTAIN – 1 Director Shorr

Director De Lara

NOES - 0

ABSENT - 0

AYES – 6 President Borja, Vice-

Zavala, Director Shorr, Director

agenda.

Director Zendle and seconded by

ATTEST:

Carmina Zavala, PsyD, Secretary
Desert Healthcare District Board of Directors
Minutes respectfully submitted by Andrea S. Hayles, Board Relations Officer

From: Brad Anderson
To: Andrea Hayles

Subject: Public Comment - DHCD Public meeting of June 20, 2022 (5:30PM)

Date: Monday, June 20, 2022 3:57:48 PM

June 20, 2022

Desert Healthcare district (DHCD) 1440 N. Indian Canyon Dr. Palm Springs, CA. 92262 (760) 323-6113

Attn: Clerk of the Board/Directors/General Public

Re: Written Public Comment for agenda Item: F of the DHCD "Special" Board meeting conducted only remotely (Not in-person) on the date of June 20, 2022 (5:30PM) (Submitted in accordance with California's AB361)

Dear DHCD,

Please review my written statements listed below prior to the approval of agenda Item: F (agreement for special service's)

Oposed - to establishing an agreement with a private sector company for lobbying political representatives with tax collected dollars (agenda Item: F).

Please consider operating DHCD with open transparency in regards to California open Public meetings - to date, I've been unable to view a "declaration of a DHCD agenda posting" of todays (June 20, 2022) special meeting. Its unclear of the date and person involved that noticed the DHCD Special Board meeting? Special meeting shouldn't be used instead of regular scheduled meetings where Items could've been assigned at earlier or later scheduled meeting dates of the Desert Healthcare district. Having the DHCD only performed remote meetings (Not-In-Person) and potentially misusing California "Special" meeting ability, would limit Public participation and monitoring of the DHCD operations.

Desert Healthcare district (DHCD) was well aware of it's duties to maintain the Interests under it's control. The actions of DHCD to postpone and or deferred Seismic and other safety measures while having the financial resources to afford those repairs/Improvements should be investigated by external forces.

Sincerely,	

Brad Anderson

Cc:



DESERT HEALTHCARE DISTRICT SPECIAL BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 28, 2022

District Staff Present - Video

Di	irectors Present – Video Conference	Conference	Absent	
Pr	resident Karen Borja	Andrea S. Hayles, Board Relations		
Vi	ce-President Evett PerezGil	Officer		
Se	ecretary Carmina Zavala, PsyD			
Di	irector Arthur Shorr	Legal Counsel		
Di	irector Carole Rogers, RN	Jeff Scott		
Di	irector Les Zendle, MD			
Di	irector Leticia De Lara, MPA			

ACENDA ITERAC	DICCHECION	ACTION
AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President Borja called the meeting to order at 4:30 p.m. The Clerk of the Board called the roll with all directors present.	
B. Pledge of Allegiance	President Borja chose to omit the Pledge of Allegiance from the closed session meeting.	
C. Approval of Agenda	President Borja asked for a motion to approve the agenda.	#21-99 MOTION WAS MADE by Director Zendle and seconded by Director Rogers to approve the agenda. Motion passed unanimously. AYES – 7 President Borja, Vice- President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0
D. Convene to Closed Session of the Desert Healthcare District Board of Directors 1. Pursuant to Government Code 54957: Public Employee Evaluation pursuant to Government Code 54957 Title: Chief Executive Officer	President Borja asked for a motion to convene to closed session of the Board of Directors closed session meeting.	#22-00 MOTION WAS MADE by Director Shorr and seconded by Director Zendle to convene the Board to Closed Session pursuant to Government Code 54957. Motion passed unanimously. AYES – 7 President Borja, Vice- President PerezGil, Secretary Zavala, Director Shorr, Director



DESERT HEALTHCARE DISTRICT SPECIAL BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 28, 2022

	Julic 20, 2022	
		Rogers, Director Zendle, and Director De Lara NOES – 0
		ABSENT – 0
E. Reconvene to Open Session of the	The Board reconvened to open	
Desert Healthcare District Board of	session of the Board of	
Directors	Directors meeting.	
F. Report After Closed Session	Counsel Scott reported that the	
	Board conducted the annual	
	evaluation of the CEO, and no	
	action was taken.	
G. Adjournment	President Borja adjourned the	Audio recording available on the
	meeting at 5:31 p.m.	website at
		http://dhcd.org/Agendas-and-
		<u>Documents</u>

ATTEST:				
	Carmina Zavala, PsyD, Se	ecretary		
	Desert Healthcare Distric	ct Board of Direct	ors	

Minutes respectfully submitted by Andrea S. Hayles, Board Relations Officer

From: Brad Anderson
To: Andrea Hayles

Subject: Public Comment - DHCD "Special" Close session meeting, June 28, 2022 (4:30PM)

Date: Tuesday, June 28, 2022 7:00:35 AM

June 28, 2022

Desert Healthcare District (DHCD) 1140 N. Indian Canyon Dr. Palm Springs, CA. 92262 (760) 323-6113

Attn: Clerk of the Board/Director's/General Public

Re: Public Comment

Dear DHCD Directors,

Please consider all major aspects of how the Desert Healthcare district current Chief executive officer (CEO) have used his DHCD supplied Credit card to purchase nothing other than potential political influence with a sizable "donation" to an organization that had federal government financial support (organization: Planned Parenthood) Please be advised that DHCD (Conrado Barzaga- CEO) was out of the DHCD operations boundaries (traveling) when said financial "donation" was made in part from resources that originated from Coachella Valley taxpayer's.

It's well known of the "tight" political connections between DHCD Board CEO and local politicians. Due to the lack of ture transparency of the DHCD and its CEO, plus other radical political elements (non-profits) its prudent that careful consideration is given in retaining and or any form of advancing the current DHCD (Conrado Barzaga - CEO) within the current structure of the DHCD.

Please review why the DHCD administration haven't responded to my emails in regard to May 24, 2022 non-noticed Public meeting of the DHCD in regards to the Closed session meeting concerning DHCD (Conrado Barzaga - CEO).

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Brad Anderson

Cc:



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 28, 2022

District Staff Present - Video

Directors Present – Video Conference	Conference	Absent
President Karen Borja	Conrado E. Bárzaga, MD, CEO	
Vice-President Evett PerezGil	Chris Christensen, CAO	
Secretary Carmina Zavala, PsyD	Donna Craig, Chief Program Officer	
Director Arthur Shorr	Alejandro Espinoza, MPH, Chief of	
Director Carole Rogers, RN	Community Engagement	
Director Les Zendle, MD	Jana Trew, Senior Program Officer	
Director Leticia De Lara, MPA	Will Dean, Marketing and	
	Communications Director	
	Meghan Kane, MPH, Senior Program	
	Officer, Public Health	
	Andrea S. Hayles, Board Relations	
	Officer	
	<u>Legal Counsel</u>	
	Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION

A. Call to Order	President Borja called the meeting to order at 5:38 p.m.	
Roll Call	The Clerk of the Board called the roll with all directors present.	
	President Borja provided a report of the closed session held before the regularly scheduled meeting, explaining that the Board will conclude the closed session following the Foundation meeting.	
B. Pledge of Allegiance	President Borja skipped the pledge of allegiance due to the current political climate in the wake of the Supreme Court's decision.	
C. Approval of Agenda	President Boja asked for a motion to approve the agenda.	#22-01 MOTION WAS MADE by Director Zendle and seconded by Director PerezGil to approve the agenda. Motion passed unanimously.

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DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 28, 2022

	June 28, 2022	
D. Public Comment	Written public comment from Rancho Mirage Resident, Brad	AYES – 7 President Borja, Vice- President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0
	Anderson, is attached to the	
	meeting minutes.	
E. Consent Agenda		
4 00000 04000 0750		
1. BOARD MINUTES	Duncide at Davis called for a	#22 02 MOTION WAS MADE by
a. Special Meeting of the Board	President Borja asked for a	#22-02 MOTION WAS MADE by
Financial Workshop – May 3, 2022	motion to approve the consent agenda.	Director Shorr and seconded by Director Rogers to approve the
b. Board of Directors Meeting	agenua.	consent agenda removing items
Closed Session – May 24,	Director Rogers described a	4.b., 5b., and 5d.
2022	correction to the minutes and	Motion passed unanimously.
c. Board of Directors Meeting –	her report on the trauma levels	AYES – 7 President Borja, Vice-
May 24, 2022	at JFK Memorial and Desert	President PerezGil, Secretary
2. FINANCIALS	Regional Medical Center	Zavala, Director Shorr, Director
a. Approval of the May 2022	(DRMC). JFK is a level 4 trauma	Rogers, Director Zendle, and
Financial Statements – F&A	facility with a level 3 in the	Director De Lara
Approved June 14, 2022	future, and DRMC is a level 2	NOES – 0
3. LAS PALMAS MEDICAL PLAZA	with plans for a level 1 in the	ABSENT – 0
a. LPMP – Suite 2W-101 - Dr.	future.	
Wolfson Lease Renewal – 3		
Years	Director Rogers pulled items	
b. LPMP – Suite 3W-103 - Dr.	5.b. and 5.d. from the policies	#22-03 MOTION WAS MADE by
Gundry Lease Renewal – 3	of the consent agenda	Director Rogers and seconded by
Years	requesting clarification on the	Director Zendle to approve
4. AGREEMENTS	ordinance for the stipend	consent agenda items 5.b.
a. Consulting Services	meetings with legal describing	Motion passed unanimously.
Agreement – Spitfire	the policy.	AYES – 7 President Borja, Vice-
Strategies – Board Development – NTE \$45,000	Director Rogers opposes the	President PerezGil, Secretary Zavala, Director Shorr, Director
b. Amendment #3 to the	\$2,500 per year limit to the	Rogers, Director Zendle, and
Kaufman Hall Associates May	ticket distribution policy, which	Director De Lara
20, 2021, Engagement Letter	assists with supporting	NOES – 0
– Effective May-July 2022 –	nonprofits, proposing to	ABSENT – 0
\$75,000 per month, plus	eliminate the limitation. After a	
expenses	brief discussion, Director	
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DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES

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c. Addendum #3 - Magdalena Martinez, HR Consultant -\$927/month

5. POLICIES

- a. Desert Healthcare Foundation Bylaws
- b. Stipend Ordinance No. 22-01& Resolution No.22-12
- c. Policy #BOD-21 Meeting & Insurance Compensation
- d. Policy #BOD-18 Ticket Distribution
- e. Policy #FIN-02 Authorized Check Signers, Signers, Dollar Limits, and Transfer of Funds
- f. a. Policy #FIN-03 Statement of Investment Policy
 b. Resolution No.22-13 – Investment Policy
- g. Policy #FIN-05 Credit Card Usage

6. GRANTS

a. Coachella Valley Equity Collaborative –

> Core Operating Support for two (2) years to continue equitable community work after COVID-19

- 1. #1325 Vision Y Compromiso \$150,000
- 2. #1327 Youth Leadership Institute \$50,000
- 3. #1328 El Sol Neighborhood Education Center \$150,000
- 4. #1331 Pueblo Unido \$50,000

7. RESOLUTIONS

a. Subsequent Emergency Resolution #22-14 Re-Ratifying the State of Emergency and ReRogers motioned to amend the ticket distribution policy with no second offered by the board.

Director De Lara pulled item 4.b. inquiring on the limited period of time for the Kaufman Hall addendum. Progress is being addressed with some changes in the scope of work. #22-04 MOTION WAS MADE by Director Zendle and seconded by Director De Lara to approve consent agenda items 5.d. Motion passed 6-1.

AYES – 6 President Borja, Vice-President PerezGil, Secretary Zavala, Director Shorr, Director Zendle, and Director De Lara NOES – 1 Director Rogers

ABSENT – 0

#22-05 MOTION WAS MADE by
Director Rogers and seconded by
Director Shorr to approve consent
agenda item 4.b.
Motion passed unanimously.
AYES – 7 President Borja, VicePresident PerezGil, Secretary
Zavala, Director Shorr, Director
Rogers, Director Zendle, and
Director De Lara
NOES – 0
ABSENT – 0



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 28, 2022

June 28, 2022						
Authorizing Remote						
Teleconference Meetings						
F. Desert Regional Medical Center CEO Report	Michele Finney, CEO, Desert Care Network, Desert Regional Medical Center, provided an update on the increase of COVID patients up to sixteen (16) at DRMC, with JFK and Hi- Desert at lower levels. Mrs. Finney thanked President Borja					
	and Dr. Bárzaga, CEO, for attending the DRMC Residency Program graduation describing that four (4) are committed to remaining in the Coachella Valley, twenty-two (22) new residencies, and an increase in the program.					
	Mrs. Finney provided an overview of the capital projects, such as the HVAC repairs and modifications, events at DRMC for staff appreciation, and an update on the landscaping project.					
G. Desert Healthcare District CEO Report	Conrado Bárzaga, MD, CEO, described the recent developments of the Supreme Court requesting direction to submit an opinion piece in the Desert Sun on the District's stance related on reproductive healthcare.					
	Dr. Bárzaga explained that there is no available data to report from Riverside County Public Health for the most recent COVID statistics. As the first case of Monkeypox has arrived in Riverside County, staff is monitoring the ongoing	Page 4 of 10				



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES

June 28, 2022

1. Consideration to approve
Resolution #22-15 to
carryover the remaining
\$2.5M Grants Programs
Budget from FY 2021-2022 to
FY 2022-2023

conversations with the California Department of Public Health (CDPH).

Dr. Bárzaga, CEO, described the resolution to carry forward the remaining \$2.5M from the grants program budget for FY 2021-2022 to FY 2022-2023.

#22-06 MOTION WAS MADE by Director Zendle and seconded by Director Shorr to approve Resolution #22-15 to carryover the remaining \$2.5M Grants Programs Budget from FY 2021-2022 to FY 2022-2023. Motion passed unanimously. AYES – 7 President Borja, Vice-President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT –0

2. Consideration to approve an amendment to Grant #965
Desert Healthcare
Foundation: Behavioral
Health Initiative
\$2M from FY 21-22 grant
budget for allocating to the
existing Behavioral Health
collective fund to expand
access to behavioral
healthcare services in the
Coachella Valley

Dr. Bárzaga, CEO, described the community input for the mental and behavioral health needs assessment, the community health needs assessment, stakeholder outreach, and the ongoing contributions from the Behavioral Health Initiative working groups, staff recommends the full allocation of \$2M towards Strategic Goal #3.

#22-07 MOTION WAS MADE by Director Zendle and seconded by Director PerezGil to approve an amendment to Grant #965 Desert **Healthcare Foundation: Behavioral Health Initiative** \$2M from FY 21-22 grant budget for allocating to the existing **Behavioral Health collective fund** to expand access to behavioral healthcare services in the Coachella Valley. Motion passed unanimously. AYES – 7 President Borja, Vice-**President PerezGil, Secretary** Zavala, Director Shorr, Director Rogers, Director Zendle, and **Director De Lara** NOES - 0 ABSENT - 0

3. Consideration to approve the Notice of General Election Form (Notice to the Registrar

Dr. Bárzaga, CEO, provided an overview of the expiring terms for Zones 2, 4, and 6. The

#22-08 MOTION WAS MADE by Director Zendle and seconded by Director Shorr to approve the



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES

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	June 28, 2022	
of Voters) Due Date July 6, 2022	Registrar of Voters will publish a notice of election in the Desert Sun from July 11 – August 10. The Notice of General Election Form is due July 6, which requires board approval.	Notice of General Election Form/Notice to the Registrar of Voters. Motion passed unanimously. AYES – 7 President Borja, Vice- President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0
4. Consideration for the Desert Healthcare District to add Juneteenth as a paid holiday for District employees	Dr. Barazga, CEO, described President Biden's signed bill to declare Juneteenth an official federal holiday explaining that in recognition of the holiday staff requests the board consideration of approval for the inclusion of Juneteenth as a paid observed holiday. The board briefly discussed reviewing all the District holiday's for the policy committee to assess, such as the state and federal holidays.	#22-09 MOTION WAS MADE by Director De Lara and seconded by Director PerezGil to approve Desert Healthcare District to add Juneteenth as a paid holiday for District employees. Motion passed unanimously. AYES – 7 President Borja, Vice- President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0
5. Consideration to approve the CEO's appointment to the newly formed Inland Empire Health Plan (IEHP) Foundation Board of Directors	Dr. Bárzaga, CEO, described the invitation from IEHP CEO Jarrod McNaughton to join the IEHP Foundation's founding board of directors to further their mission and increase access to healthcare while improving the quality of healthcare.	#22-10 MOTION WAS MADE by Director De Lara and seconded by Director Zavala to approve the CEO's appointment to the newly formed Inland Empire Health Plan (IEHP) Foundation Board of Directors. Motion passed unanimously. AYES – 7 President Borja, Vice- President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 28, 2022

	June 28, 2022	
6. Local Area Formation Commission (LAFCO) Special District Selection Committee Election – Western County Results	Dr. Bárzaga, CEO, provided the background on the LAFCO Special District Selection Committee election for the western portion of the county, with the incumbent Phil Williams, Lake Elsinore Water District, winning the election.	
7. CEO Community Engagements and District Media Visibility	Dr. Bárzaga, CEO, provided an overview of the CEO community engagements highlighting the meeting with the Congressional Hispanic Caucus concerning the Farmworkers Roundtable.	
8. In-Person Board Meetings – Update	Dr. Bárzaga, CEO, described AB361 for remote meetings, the current COVID data in the Coachella Valley, and prior discussions concerning returning to in-person board meetings, with a recommendation of postponement to September.	
H. Desert Regional Medical Center Governing Board	Director Zendle, MD, described the semiannual compliance report, nursing recruitment, and the California Department of Public Health (CDPH) open and closed cased. A presentation with an overview of COVID updates was provided to the Governing Board, the emergency department improvements for throughput were highlighted, as well as credentialing and peer-reviews.	
I. Committee Meetings – I.1. Strategic Planning Committee	President Borja inquired if there were any questions	
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DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES

June 28, 2022

	June 28, 2022	
 Draft Meeting Minutes – June 15, 2022 I.2. Finance, Legal, Administration, 	concerning the June Strategic Planning Committee meeting minutes.	
& Real Estate Committee		
1. Draft Meeting Minutes – June 14, 2022	President Borja inquired if there were any questions concerning the June F&A Committee meeting minutes.	
2. Consideration to approve Las Palmas Medical Plaza (LPMP) WestPac Lab New Lease Agreement – 1-Year with 1-Year Option – Suite 1W-104 I.3. Program Committee	Chris Christensen, CAO, described the 1-year lease for WestPac Labs and 1-year optional term. The estimated revenue from rent and CAM fees is \$33k.	#22-11 MOTION WAS MADE by Director Zendle and seconded by Director Shorr to approve the Las Palmas Medical Plaza (LPMP) WestPac Lab New Lease Agreement – 1-Year with 1-Year Option – Suite 1W-104 Motion passed unanimously. AYES – 7 President Borja, Vice- President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0
1. Draft Meeting Minutes – June14, 2022 2. Grant Payment Schedule 3. Grant applications and Request for Proposals Submitted and Under Review 4. Progress and Final Reports	President Borja inquired if there were any questions concerning the June Program Committee meeting minutes.	
I.4. Board and Staff Communications & Policies Committee		
 Draft Meeting Minutes June 15, 2022 Remote Work Agreement 	President Borja inquired if there were any questions concerning the June Board and	



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES

June 28, 2022

	Julie 26, 2022	_
	Staff Communications &	
	Policies Committee meeting	
	minutes.	
J. Legal	There were no legal updates.	
K. Immediate Issues and Comments	Director Rogers described her	
	report on the most recent	
	homelessness and housing	
	meetings, also explaining that	
	the District should review other	
	district policies in the state	
	concerning their ticket policy.	
	Dr. Barzaga, CEO, expressed	
	that communities of color and	
	those with limited access to	
	healthcare will be affected by	
	the Supreme Court's most	
	recent decision and requested	
	direction from the board to	
	collaborate with Planned	
	Parenthood.	
	The board discussed the	
	healthcare aspects, supporting	
	the CEO and staff to	
	collaborate with other	
	agencies, including Planned	
	Parenthood, to explore the	
	issues to ensure reproductive	
	health is highlighted in the	
	Coachella Valley and to share	
	an opinion piece that the	
	District supports the right to	
	choose.	
L. Adjournment	President Borja adjourned the	Audio recording available on the
	meeting at 6:57 p.m.	website at
		http://dhcd.org/Agendas-and-
		<u>Documents</u>



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 28, 2022

ATTEST:	
	Carmina Zavala, PsyD, Secretary
	Desert Healthcare District Board of Directors

Minutes respectfully submitted by Andrea S. Hayles, Board Relations Officer

Andrea Hayles

From: Brad Anderson

Sent: Tuesday, June 28, 2022 7:00 AM

To: Andrea Hayles

Subject: Public Comment - DHCD Board of Directors meeting, June 28, 2022 (5:30PM)

Follow Up Flag: Follow up Flag Status: Flagged

June 28, 2022

Desert Healthcare District (DHCD) 1140 N. Indian Canyon Dr. Palm Springs, CA. 92262 (760) 323-6113

Attn: Clerk of the Board/ Director's/General Public

Re: Public Comment for agenda Items listed below:

Dear DHCD Directors,

Please review my written statements listed below prior to voting to approve listed agenda Items

Agenda Item: E-5 f,a and E-5 f,b (Radical additional selected political element of exclusion form DHCD Investment

policy)

(Policy #FIN-03 and Resolution No: 22-13)

Opposed -

Please consider allowing citizens the opportunity to truly appreciate how certain DHCD political elements (directors) are willing to accommodate nonsensical political policy with what Items are Not selected to have Public monies invested with. The Public safety narrative has been used to deceive Resident's while DHCD administrators/Director's have and continue limiting Public participation and monitoring of DHCD public meetings.

The DHCD Investment policy to Not Include "Firearms" and other categories of goods as Items Not to have Public resources Invested with is an unethical attack on common sense and reasonable though - and proves that the Current DHCD Directors are Not good stewards of Public monies or other resources under their current control.

(Please review my written statements submitted on June 15, 2022 in regards to this topic)

Agenda Item: 7,a (Resolution 22-14)

(Continuous avoidance of Public venues/monitoring of DHCD Directors)

Opposed -

Please be advised that the repeated actions to limit Public participation and monitoring of the Desert Healthcare district open Public meetings while potentially accommodating the likelyhood of increased corruption drectly associated with elected officials of the DHCD continued to be unchecked by the Public is a true miscarriage of justice.

The long held safeguards of Californias Brown Act requirement have helped to curve the wrongful actions of government officials.

It's clear that DHCD progressive board have abused AB361 for potentially ethical standards that are expected by California Public figures.	purely greedy proposes- please return to
Sincerely,	
Brad Anderson	
Cc:	

DESERT HEALTHCARE DISTRICT **JUNE 2022 FINANCIAL STATEMENTS** INDEX **Preliminary** Year to Date Variance Analysis Cumulative Profit & Loss Budget vs Actual - Summary Cumulative Profit & Loss Budget vs Actual - District Including LPMP Cumulative Profit & Loss Budget vs Actual - LPMP Balance Sheet - Condensed View Balance Sheet - Expanded View Accounts Receivable Aging Deposit Detail - District Property Tax Receipts - YTD Deposit Detail - LPMP Check Register - District **Credit Card Expenditures** Check Register - LPMP Retirement Protection Plan Update **Grants Schedule**

DESERT HEALTHCARE DISTRICT YEAR TO DATE VARIANCE ANALYSIS

ACTUAL VS BUDGET

TWELVE MONTHS ENDED JUNE 30, 2022

Preliminary

Preliminary						
Scope: \$25,000 Variance per Statement of Operations Summary						
	Y	TD	Over(Under)			
Account	Actual	Budget Budget Explanation		Explanation		
4000 - Income	\$ 6,778,130	\$ 7,416,128	\$ (637,998)	Lower interest income and market fluctuations (net) from FRF investments \$1,762k; higher property tax revenues \$1,158k; lower grant income \$35k; higher various \$1k		
4500 - LPMP	\$ 1,340,046	\$ 1,276,440	\$ 63,606	Higher CAM revenue \$35k; higher rent revenue \$29k		
4501 - Misc Income	\$ 184,000	\$ 9,000	\$ 175,000	Higher misc income \$175k from Coachella Valley Resource Conservation District for Mobile Medical Unit		
5000 - Direct Expenses	\$ 1,209,366	\$ 1,515,778	\$ (306,412)	Lower wage related expenses \$142k due to open positions; lower education expense \$73k; lower board expenses \$50k; lower health insurance expense \$27k; lower workers comp expense \$11k; lower retirement expense \$3k		
6000-General & Admin Expense	\$ 489,240	\$ 574,344	\$ (85,104)	Lower depreciation expense \$62k; higher bank and investment fees expense \$32k; lower supplies expense \$15k; lower travel expense \$11k; lower personnel expense \$11k; lower staff mileage reimbursement expense \$7k; higher computer services expense \$5k; lower cell phone expense \$3k; lower postage expense \$3k; lower meals and entertainment expense \$3k; higher insurance expense \$3k; lower east valley office expenses \$3k; lower various \$7k		
6445 - LPMP Expense	\$ 1,074,252	\$ 1,029,264	\$ 44,988	Higher plumbing expenses \$25k; higher depreciation expenses \$25k; higher marketing expense \$16k; lower interior building expense \$7k; lower deferred maintenance expense \$7k; lower lighting expense \$6k; higher security expense \$6k; lower bank charges \$5k; lower landscaping expense \$5k; higher rubbish removal expense \$5k; higher water expense \$3k; lower various \$5k		
6500 - Professional Fees Expense	\$ 805,262	\$ 1,246,800	\$ (441,538)	Lower Professional Services expense \$220k; lower legal expense \$137k; lower PR/Communications expense \$84k		
7000 - Grants Expense	\$ 4,024,468	\$ 4,059,996	\$ (35,528)	Lower CalFresh grant expense \$36k		
1000 - Clanto Expense	Ψ +,024,400	ψ = +,009,990	ψ (33,320)	Lower dan rean grant expense wook		

Desert Healthcare District Profit & Loss Budget vs. Actual

		MONTH			TOTAL		
Preliminary	Jun 22	Budget	\$ Over Budget	Jul '21 - Jun 22	Budget	\$ Over Budget	
Income							
4000 · Income	(75,372)	1,654,040	(1,729,412)	6,778,130	7,416,128	(637,998)	
4500 · LPMP Income	118,058	106,370	11,688	1,340,046	1,276,440	63,606	
4501 · Miscellaneous Income	750	750	0	184,000	9,000	175,000	
Total Income	43,436	1,761,160	(1,717,724)	8,302,176	8,701,568	(399,392)	
Expense							
5000 · Direct Expenses	131,234	118,477	12,757	1,209,366	1,515,778	(306,412)	
6000 · General & Administrative Exp	39,004	47,862	(8,858)	489,240	574,344	(85,104)	
6325 · CEO Discretionary Fund	0	2,083	(2,083)	18,368	24,996	(6,628)	
6445 · LPMP Expenses	92,755	85,772	6,983	1,074,252	1,029,264	44,988	
6500 · Professional Fees Expense	81,114	103,900	(22,786)	805,262	1,246,800	(441,538)	
6600 · Mobile Medical Unit	0	3,125	(3,125)	0	37,500	(37,500)	
6700 · Trust Expenses	7,958	8,792	(834)	111,090	105,504	5,586	
Total Expense Before Grants	352,065	370,011	(17,946)	3,707,576	4,534,208	(826,632)	
7000 · Grants Expense	4,003,649	338,333	3,665,316	4,024,468	4,059,996	(35,528)	
Net Income	(4,312,278)	1,052,816	(5,365,094)	570,132	107,364	462,768	

Desert Healthcare District Profit & Loss Budget vs. Actual

		MONTH			TOTAL	
Preliminary	Jun 22	Budget	\$ Over Budget	Jul '21 - Jun 22	Budget	\$ Over Budget
Income						
4000 · Income						
4010 · Property Tax Revenues	202,712	1,645,425	(1,442,713)	8,471,194	7,313,000	1,158,194
4200 · Interest Income						
4220 · Interest Income (FRF)	82,652	80,907	1,745	819,253	970,884	(151,631
9999-1 · Unrealized gain(loss) on invest	(362,736)	(79,167)	(283,569)	(2,560,420)	(950,004)	(1,610,416
Total 4200 · Interest Income	(280,084)	1,740	(281,824)	(1,741,167)	20,880	(1,762,047
4300 · DHC Recoveries	2,000	1,875	125	23,636	22,248	1,388
4400 · Grant Income	0	5,000	(5,000)	24,467	60,000	(35,533
Total 4000 · Income	(75,372)	1,654,040	(1,729,412)	6,778,130	7,416,128	(637,998
4500 · LPMP Income	118,058	106,370	11,688	1,340,046	1,276,440	63,606
4501 · Miscellaneous Income	750	750	0	184,000	9,000	175,000
Total Income	43,436	1,761,160	(1,717,724)	8,302,176	8,701,568	(399,392)
Expense						
5000 · Direct Expenses						
5100 · Administration Expense						
5110 · Wages Expense	112,368	113,108	(740)	1,133,539	1,451,350	(317,811
5111 · Allocation to LPMP - Payroll	(5,470)	(5,470)	0	(65,640)	(65,640)	0
5112 · Vacation/Sick/Holiday Expense	9,667	10,833	(1,166)	157,539	129,996	27,543
5114 · Allocation to Foundation	(30,321)	(31,823)	1,502	(334,717)	(381,876)	47,159
5115 · Allocation to NEOPB	0	(7,413)	7,413	(23,131)	(88,956)	65,825
5119 · Allocation-FED FUNDS/CVHIP-DHCF	(10,332)	(21,134)	10,802	(200,075)	(253,608)	53,533
5120 · Payroll Tax Expense	7,756	9,252	(1,496)	92,716	111,024	(18,308
5130 · Health Insurance Expense						
5131 · Premiums Expense	19,187	17,658	1,529	203,135	211,896	(8,761
5135 · Reimb./Co-Payments Expense	3,132	3,000	132	17,645	36,000	(18,355
Total 5130 · Health Insurance Expense	22,319	20,658	1,661	220,780	247,896	(27,116
5140 · Workers Comp. Expense	385	1,270	(885)	4,630	15,240	(10,610
5145 · Retirement Plan Expense	10,914	8,994	1,920	104,962	107,928	(2,966
5160 · Education Expense	0	7,250	(7,250)	13,445	87,000	(73,555
Total 5100 · Administration Expense	117,286	105,525	11,761	1,104,048	1,360,354	(256,306
5200 · Board Expenses						
5210 · Healthcare Benefits Expense	10,483	5,834	4,649	55,503	70,008	(14,505
5230 · Meeting Expense	0	1,667	(1,667)	10,815	20,004	(9,189
5235 · Director Stipend Expense	3,465	4,410	(945)	34,020	52,920	(18,900
5240 · Catering Expense	0	833	(833)	4,612	9,996	(5,384
5250 · Mileage Reimbursement Expense	0	208	(208)	368	2,496	(2,128
Total 5200 · Board Expenses	13,948	12,952	996	105,318	155,424	(50,106
Total 5000 · Direct Expenses	131,234	118,477	12,757	1,209,366	1,515,778	(306,412
6000 - General & Administrative Exp						
6110 · Payroll fees Expense	181	208	(27)	2,156	2,496	(340
6120 · Bank and Investment Fees Exp	5,996	4,500	1,496	85,786	54,000	31,786
6125 · Depreciation Expense	1,033	6,167	(5,134)	12,242	74,004	(61,762

Desert Healthcare District Profit & Loss Budget vs. Actual

		MONTH			TOTAL	
Preliminary	Jun 22	Budget	\$ Over Budget	Jul '21 - Jun 22	Budget	\$ Over Budget
6126 · Depreciation-Solar Parking lot	15,072	15,072	0	180,864	180,864	0
6130 · Dues and Membership Expense	3,246	3,737	(491)	44,707	44,844	(137)
6200 · Insurance Expense	2,854	2,667	187	34,559	32,004	2,555
6300 · Minor Equipment Expense	0	42	(42)	0	504	(504)
6305 · Auto Allowance & Mileage Exp	462	500	(38)	6,004	6,000	4
6306 · Staff- Auto Mileage reimb	271	625	(354)	563	7,500	(6,937)
6309 · Personnel Expense	342	1,167	(825)	3,425	14,004	(10,579)
6310 · Miscellaneous Expense	0	42	(42)	0	504	(504)
6311 · Cell Phone Expense	545	776	(231)	6,510	9,312	(2,802)
6312 · Wellness Park Expenses	0	83	(83)	288	996	(708)
6315 · Security Monitoring Expense	150	50	100	615	600	15
6340 · Postage Expense	0	417	(417)	1,592	5,004	(3,412)
6350 · Copier Rental/Fees Expense	377	500	(123)	4,660	6,000	(1,340)
6351 · Travel Expense	2,058	1,667	391	8,748	20,004	(11,256)
6352 · Meals & Entertainment Exp	1,829	875	954	7,971	10,500	(2,529)
6355 · Computer Services Expense	1,205	3,875	(2,670)	48,576	46,500	2,076
6360 · Supplies Expense	872	2,167	(1,295)	11,028	26,004	(14,976)
6380 · LAFCO Assessment Expense	182	208	(26)	2,184	2,496	(312)
6400 · East Valley Office	2,329	2,517	(188)	26,762	30,204	(3,442)
Total 6000 · General & Administrative Exp	39,004	47,862	(8,858)	489,240	574,344	(85,104)
6325 · CEO Discretionary Fund	0	2,083	(2,083)	18,368	24,996	(6,628)
6445 · LPMP Expenses	92,755	85,772	6,983	1,074,252	1,029,264	44,988
6500 · Professional Fees Expense						
6516 · Professional Services Expense	79,087	77,483	1,604	709,460	929,796	(220,336)
6520 · Annual Audit Fee Expense	1,375	1,375	0	16,500	16,500	0
6530 · PR/Communications/Website	1,495	8,042	(6,547)	12,610	96,504	(83,894)
6560 · Legal Expense	(843)	17,000	(17,843)	66,692	204,000	(137,308)
Total 6500 · Professional Fees Expense	81,114	103,900	(22,786)	805,262	1,246,800	(441,538)
6600 · Mobile Medical Unit	0	3,125	(3,125)	0	37,500	(37,500)
6700 · Trust Expenses						
6720 · Pension Plans Expense						
6721 · Legal Expense	0	167	(167)	2,075	2,004	71
6725 · RPP Pension Expense	7,500	7,500	0	90,000	90,000	0
6728 · Pension Audit Fee Expense	458	1,125	(667)	19,015	13,500	5,515
Total 6700 · Trust Expenses	7,958	8,792	(834)	111,090	105,504	5,586
Total Expense Before Grants	352,065	370,011	(17,946)	3,707,576	4,534,208	(826,632)
7000 · Grants Expense						
7010 · Major Grant Awards Expense	4,003,649	333,333	3,670,316	4,000,001	3,999,996	5
7027 · Grant Exp - CalFresh	0	5,000	(5,000)	24,467	60,000	(35,533)
Total 7000 · Grants Expense	4,003,649	338,333	3,665,316	4,024,468	4,059,996	(35,528)
Net Income	(4,312,278)	1,052,816	(5,365,094)	570,132	107,364	462,768

Las Palmas Medical Plaza Profit & Loss Budget vs. Actual

			MONTH				TOTAL	
	Preliminary	Jun 22		Budget	\$ Over Budget	Jul '21 - Jun 22	Budget	\$ Over Budget
Incon	ne			•				
4	500 · LPMP Income							
	4505 ⋅ Rental Income	84,763		75,162	9,601	931,380	901,944	29,436
	4510 · CAM Income	33,208		31,125	2,083	408,579	373,500	35,079
	4513 · Misc. Income	87		83	4	87	996	(909)
To	otal 4500 · LPMP Income	118,058		106,370	11,688	1,340,046	1,276,440	63,606
Expe	nse							
64	445 · LPMP Expenses							
	6420 · Insurance Expense	3,114		2,917	197	37,368	35,004	2,364
	6425 · Building - Depreciation Expense	24,358		21,462	2,896	267,492	257,544	9,948
	6426 · Tenant Improvements -Dep Exp	19,692		16,667	3,025	215,032	200,004	15,028
	6427 · HVAC Maintenance Expense	4,442		1,333	3,109	16,057	15,996	61
	6428 · Roof Repairs Expense	0		208	(208)	0	2,496	(2,496)
	6431 · Building -Interior Expense	2,250		833	1,417	3,250	9,996	(6,746)
	6432 · Plumbing -Interior Expense	0		542	(542)	33,812	6,504	27,308
	6433 · Plumbing -Exterior Expense	0		208	(208)	0	2,496	(2,496)
	6434 · Allocation Internal Prop. Mgmt	5,470		5,470	0	65,640	65,640	0
	6435 · Bank Charges	37		417	(380)	350	5,004	(4,654)
	6437 · Utilities -Vacant Units Expense	0		183	(183)	1,173	2,196	(1,023)
	6439 · Deferred Maintenance Repairs Ex	0		1,250	(1,250)	7,746	15,000	(7,254)
	6440 · Professional Fees Expense	11,150		10,825	325	130,550	129,900	650
	6441 · Legal Expense	0		83	(83)	0	996	(996)
	6458 · Elevators - R & M Expense	236		1,000	(764)	12,392	12,000	392
	6460 · Exterminating Service Expense	275		333	(58)	4,500	3,996	504
	6463 · Landscaping Expense	0		1,000	(1,000)	7,294	12,000	(4,706)
	6467 · Lighting Expense	0		500	(500)	0	6,000	(6,000)
	6468 · General Maintenance Expense	0		83	(83)	0	996	(996)
	6471 · Marketing-Advertising	0		1,000	(1,000)	27,602	12,000	15,602
	6475 · Property Taxes Expense	6,018		6,250	(232)	74,768	75,000	(232)
	6476 · Signage Expense	1,288		125	1,163	1,841	1,500	341
	6480 ⋅ Rubbish Removal Medical Waste E	1,295		1,583	(288)	17,415	18,996	(1,581)
	6481 · Rubbish Removal Expense	3,058		2,250	808	32,046	27,000	5,046
	6482 · Utilities/Electricity/Exterior	492		625	(133)	6,766	7,500	(734)
	6484 · Utilities - Water (Exterior)	769		625	144	10,104	7,500	2,604
	6485 · Security Expenses	8,681		7,833	848	99,680	93,996	5,684
	6490 · Miscellaneous Expense	130		167	(37)	1,374	2,004	(630)
64	445 · LPMP Expenses	92,755		85,772	6,983	1,074,252	1,029,264	44,988
Net In	ncome	25,303		20,598	4,705	265,794	247,176	18,618

Preliminary	Jun 30, 22	Jun 30, 21
ASSETS		
Current Assets		
Checking/Savings		
1000 - CHECKING CASH ACCOUNTS	3,094,601	2,185,935
1100 · INVESTMENT ACCOUNTS	62,580,238	61,649,768
Total Checking/Savings	65,674,839	63,835,703
Total Accounts Receivable	2,005	40,531
Other Current Assets		
1204.1 - Rent Receivable-Deferred COVID	96,569	156,481
1270 · Prepaid Insurance -Ongoing	102,836	75,253
1279 · Pre-Paid Fees	10,098	5,500
1281 · CalFresh Receivable	0	10,267
1295 · Property Tax Receivable	154,776	136,469
Total Other Current Assets	364,279	383,970
Total Current Assets	66,041,123	64,260,204
Fixed Assets		
1300 · FIXED ASSETS	4,933,929	4,830,847
1335-00 · ACC DEPR	(2,368,826)	(2,153,172)
1400 · LPMP Assets	7,130,876	7,083,093
Total Fixed Assets	9,695,979	9,760,768
Other Assets		
1700 · OTHER ASSETS	3,905,220	3,995,220
TOTAL ASSETS	79,642,322	78,016,192

Preliminary	Jun 30, 22	Jun 30, 21
IABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 - Accounts Payable	87,111	32,297
2001 · LPMP Accounts Payable	5,237	42,986
Total Accounts Payable	92,348	75,283
Other Current Liabilities		
2003 · Prepaid Rents	14,876	23,610
2006 · Unearned income	2,000	1,749
2101 · *Payroll Liabilities	23,106	16,351
2131 · Grant Awards Payable	7,032,067	4,511,626
2133 · Accrued Accounts Payable	130,445	131,333
2141 · Accrued Vacation Time	80,168	82,975
2188 · Current Portion - LTD	0	14,803
2190 · Investment Fees Payable	14,013	15,000
Total Other Current Liabilities	7,296,675	4,797,447
Total Current Liabilities	7,389,023	4,872,730
Long Term Liabilities		
2171 · RPP-Deferred Inflows-Resources	675,732	675,732
2280 · Long-Term Disability	16,281	16,281
2281 · Grants Payable - Long-term	3,520,000	4,990,000
2290 · LPMP Security Deposits	62,205	52,520
Total Long Term Liabilities	4,274,218	5,734,533
Total Liabilities	11,663,241	10,607,263
Equity		
3900 · *Retained Earnings	67,408,928	59,913,158
Net Income	570,132	7,495,770
Total Equity	67,979,060	67,408,928
OTAL LIABILITIES & EQUITY	79,642,322	78,016,192

Preliminary	Jun 30, 22	Jun 30, 21
SSETS		
Current Assets		
Checking/Savings		
1000 · CHECKING CASH ACCOUNTS		
1010 · Union Bank - Checking	53,585	2,011,794
1012 · Union Bank Operating - 9356	2,777,961	0
1046 · Las Palmas Medical Plaza	262,555	173,641
1047 · Petty Cash	500	500
Total 1000 · CHECKING CASH ACCOUNTS	3,094,601	2,185,935
1100 · INVESTMENT ACCOUNTS		
1130 - Facility Replacement Fund	64,458,942	61,024,045
1135 · Unrealized Gain(Loss) FRF	(1,878,704)	625,723
Total 1100 · INVESTMENT ACCOUNTS	62,580,238	61,649,768
Total Checking/Savings	65,674,839	63,835,703
Accounts Receivable		
1201 · Accounts Receivable		
1204 · LPMP Accounts Receivable	922	0
1205 · Misc. Accounts Receivable	0	13,775
1211 · A-R Foundation - Exp Allocation	1,083	26,756
Total Accounts Receivable	2,005	40,531
Other Current Assets		
1204.1 · Rent Receivable-Deferred COVID	96,569	156,481
1270 · Prepaid Insurance -Ongoing	102,836	75,253
1279 · Pre-Paid Fees	10,098	5,500
1281 - CalFresh Receivable	0	10,267
1295 · Property Tax Receivable	154,776	136,469
Total Other Current Assets	364,279	383,970
Total Current Assets	66,041,123	64,260,204
Fixed Assets		
1300 · FIXED ASSETS		
1310 - Computer Equipment	91,275	80,487
1320 · Furniture and Fixtures	33,254	33,254
1321 - Mobile Medical Unit	59,500	0
1322 - Tenant Improvement - RAP #G100	32,794	0
1325 · Offsite Improvements	300,849	300,849
1331 · DRMC - Parking lot	4,416,257	4,416,257
Total 1300 · FIXED ASSETS	4,933,929	4,830,847

Preliminary	Jun 30, 22	Jun 30, 21
1335-00 - ACC DEPR		
1335 - Accumulated Depreciation	(219,504)	(207,263)
1337 · Accum Deprec- Solar Parking Lot	(1,959,531)	(1,778,667)
1338 · Accum Deprec - LPMP Parking Lot	(189,791)	(167,242)
Total 1335-00 · ACC DEPR	(2,368,826)	(2,153,172)
1400 · LPMP Assets		
1401 - Building	8,705,680	8,705,680
1402 · Land	2,165,300	2,165,300
1403 - Tenant Improvements -New	2,271,406	2,182,516
1404 · Tenant Improvements - CIP	129,550	129,550
1406 - Building Improvements		
1406.1 · LPMP-Replace Parking Lot	676,484	676,484
1406.2 · Building Improvements-CIP	372,060	600,263
1406 · Building Improvements - Other	2,153,527	1,581,558
Total 1406 · Building Improvements	3,202,071	2,858,305
1407 · Building Equipment Improvements	444,268	383,668
1409 - Accumulated Depreciation		
1410 · Accum. Depreciation	(7,874,362)	(7,643,920)
1412 · T I Accumulated DepNew	(1,913,037)	(1,698,006)
Total 1409 · Accumulated Depreciation	(9,787,399)	(9,341,926)
Total 1400 · LPMP Assets	7,130,876	7,083,093
Total Fixed Assets	9,695,979	9,760,768
Other Assets		
1700 · OTHER ASSETS		
1731 · Wellness Park	1,693,800	1,693,800
1740 · RPP-Deferred Outflows-Resources	494,388	494,388
1742 · RPP - Net Pension Asset	1,717,032	1,807,032
Total Other Assets	3,905,220	3,995,220
TOTAL ASSETS	79,642,322	78,016,192

Preliminary	Jun 30, 22	Jun 30, 21
IABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	87,111	32,297
2001 · LPMP Accounts Payable	5,237	42,986
Total Accounts Payable	92,348	75,283
Other Current Liabilities		
2003 · Prepaid Rents	14,876	23,610
2006 · Unearned income	2,000	1,749
2101 · *Payroll Liabilities	23,106	16,351
2131 · Grant Awards Payable	7,032,067	4,511,626
2133 · Accrued Accounts Payable	130,445	131,333
2141 · Accrued Vacation Time	80,168	82,975
2188 · Current Portion - LTD	0	14,803
2190 · Investment Fees Payable	14,013	15,000
Total Other Current Liabilities	7,296,675	4,797,447
Total Current Liabilities	7,389,023	4,872,730
Long Term Liabilities		
2171 · RPP-Deferred Inflows-Resources	675,732	675,732
2280 · Long-Term Disability	16,281	16,281
2281 · Grants Payable - Long-term	3,520,000	4,990,000
2290 · LPMP Security Deposits	62,205	52,520
Total Long Term Liabilities	4,274,218	5,734,533
Total Liabilities	11,663,241	10,607,263
Equity		
3900 ⋅ *Retained Earnings	67,408,928	59,913,158
Net Income	570,132	7,495,770
Total Equity	67,979,060	67,408,928
OTAL LIABILITIES & EQUITY	79,642,322	78,016,192

Desert Healthcare District A/R Aging Summary

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	COMMENT
Desert Healthcare Foundation-	1,083	0	0	0	0	1,083	Due from Foundation
Peter Jamieson, M.D.	0	87	0	835	0	922	Received in July
TOTAL	1,083	87	0	835	0	2,005	

Desert Healthcare District Deposit Detail

June 2022

Туре	Date	Name	Amount
Deposit	06/02/2022		2,000
		T-Mobile	(2,000)
TOTAL		. Mobile	(2,000)
Deposit	06/15/2022		24,700
		Riverside County Treasurer - Property Tax	(24,700)
TOTAL			(24,700)
Deposit	06/21/2022		5,987
		Riverside County Treasurer - Property Tax	(5,987)
TOTAL			(5,987)
Deposit	06/22/2022		17,249
		Riverside County Treasurer - Property Tax	(17,249)
TOTAL			(17,249)
Deposit	06/23/2022		750
Payment	06/23/2022	Sovereign	(750)
TOTAL			(750)
Deposit	06/27/2022		175,000
Payment	06/27/2022	CV Resource Conservation District - Mobile Medical Unit	(175,000)
TOTAL			(175,000)
Deposit	06/28/2022		186,466
Payment	06/28/2022	Desert Healthcare Foundation-	(186,466)
TOTAL			(186,466)

Desert Healthcare District Deposit Detail

June 2022

Туре	Date	Name	Amount
	00/00/0000		
Deposit	06/29/2022		2,000
		T-Mobile	(2,000)
TOTAL			(2,000)
Deposit	06/30/2022		287
		Principal Financial Group	(287)
TOTAL			(287)
		TOTAL	414,439

DESERT HEALTHCARE DISTRICT PROPERTY TAX RECEIPTS FY 2021 - 2022 **RECEIPTS - TWELVE MONTHS ENDED JUNE 30, 2022** FY 2020-2021 Projected/Actual FY 2021-2022 Projected/Actual Receipts \$ **Actual Receipts** Budget % Budget \$ Act % | Actual Receipts Variance Receipts % Act % Variance 2.5% \$ 0.0% \$ 2.5% \$ 2.2% \$ July 154,934 \$ (154,934)182,825 162,345 (20,480)\$ 1.6% \$ 0.2% \$ 11,529 \$ 1.6% \$ 99,158 1.9% \$ 149,547 50,390 117,008 (105,479)Aug 161,131 0.0% \$ \$ (161,131) 0.0% \$ \$ 2.6% \$ 0.0% \$ Sep 2.1% \$ 162,968 190,138 0.0% \$ 0.0% 162,968 \$ 2.6% \$ 130 Oct (190,008)2.5% \$ Nov 0.4% \$ 24,789 0.0% \$ \$ (24,789)0.4% \$ 29,252 181,286 152,034 232,075 16.9% \$ Dec 16.9% \$ 1,047,354 16.4% \$ 1,279,429 \$ 1,235,897 18.3% \$ 1,337,681 101,784 1,976,959 33.4% \$ 2,596,795 \$ 619,836 31.9% \$ 2,332,847 37.8% \$ 2,763,324 \$ 31.9% 430,477 Jan 1.2% \$ 94,294 0.0% \$ 2.5% \$ Feb 0.0% 94,294 180,240 \$ 180,240 0.3% 0.2% \$ 0.5% \$ 35,819 196 0.3% \$ \$ Mar 18,592 18,789 \$ 21,939 13,880 5.4% \$ 422,690 402,215 6.1% \$ 5.5% \$ 340,855 \$ 81,835 5.5% \$ 443,891 41,676 Apr 19.9% \$ 18.1% \$ 1,411,155 1,455,287 45.0% \$ 1,833,419 1,233,275 177,880 19.9% \$ 3,288,706 May 21.2% \$ (1,297,656) 18.4% \$ 1,140,315 1,647,263 506,948 18.4% \$ 1,345,592 0.7% \$ 47,936 \$ June 7,313,000 8,452,887 | \$ 100% \$ 6,197,363 100.0% \$ 7,782,929 | \$ 1,585,566 100.00% \$ 115.6% \$ 1,139,887 Total

Las Palmas Medical Plaza Deposit Detail - LPMP

June 2022

Type Date		Name	Amount
Deposit	06/01/2022		1,927
Payment	06/01/2022	Arthritis & Rheumatic Care Clinic, Inc	(1,927)
TOTAL	00/01/2022	Attitus & Ittleumatic Gare Girile, inc	(1,927)
			(1,5=1)
Deposit	06/06/2022		18,973
Payment	06/06/2022	Pathway Pharmaceuticals,Inc.	(734)
Payment	06/06/2022	Desert Oasis Healthcare	(2,499)
Payment	06/06/2022	EyeCare Services Partners Management LLC	(7,552)
Payment	06/06/2022	Ramy Awad, M.D.	(8,189)
TOTAL			(18,974)
Deposit	06/07/2022		14,709
Payment	06/06/2022	Cure Cardiovascular Consultants	(3,205)
Payment	06/06/2022	Aijaz Hashmi, M.D., Inc.	(3,101)
Payment	06/06/2022	Brad A. Wolfson, M.D.	(3,701)
Payment	06/06/2022	Cohen Musch Thomas Medical Group	(4,703)
TOTAL		·	(14,710)
Deposit	06/08/2022		7,194
Payment	06/08/2022	Palmtree Clinical Research	(7,194)
TOTAL			(7,194)
Deposit	06/10/2022		2,471
Payment	06/10/2022	Pathway Pharmaceuticals,Inc.	(2,471)
TOTAL			(2,471)
Deposit	06/13/2022		45,867
Payment	06/13/2022	Desert Regional Medical Center	(5,690)
Payment	06/13/2022	Tenet HealthSystem Desert, Inc.	(33,683)
Payment	06/13/2022	Tenet HealthSystem Desert, Inc	(6,494)
TOTAL			(45,867)

Las Palmas Medical Plaza Deposit Detail - LPMP

June 2022

Туре	Date	Name	Amount
Deposit	06/13/2022		15,821
Payment	06/13/2022	Derakhsh Fozouni, M.D.	(1,737)
Payment	06/13/2022	Derakhsh Fozouni, M.D.	(6,414)
Payment	06/13/2022	Desert Family Medical Center	(3,835)
Payment	06/13/2022	Desert Family Medical Center	(3,835)
TOTAL			(15,821)
Deposit	06/23/2022		3,517
Payment	06/23/2022	Laboratory Corporation of America	(3,517)
TOTAL			(3,517)
Deposit	06/27/2022		4,154
Payment	06/27/2022	Quest Diagnostics Incorporated	(4,154)
TOTAL			(4,154)
Deposit	06/30/2022		5,622
Payment	06/30/2022	Coachella Valley Volunteers in Medicine-	(3,124)
Payment	06/30/2022	Desert Oasis Healthcare	(2,499)
TOTAL			(5,623)
Deposit	06/30/2022		4,123
Payment	06/30/2022	Global Premier Fertility	(4,123)
TOTAL			(4,123)
		TOTAL	124,378

Desert Healthcare District Check Register

As of June 30, 2022

Туре	Date	Num	Name	Amount
1000 - CHECKING CAS	SH ACCOUNTS			
1012 · Union Bank Op	erating - 9356			
Bill Pmt -Check	06/01/2022	1130	Blackbaud, Inc.	(17,712)
Bill Pmt -Check	06/01/2022	1131	Dale Barnhart - Hospital Inspection Services	(500)
Bill Pmt -Check	06/01/2022	1132	Image Source	(67)
Bill Pmt -Check	06/01/2022	1133	Regional Access Project Foundation	(2,000)
Bill Pmt -Check	06/01/2022	1134	So.Cal Computer Shop	(810)
Bill Pmt -Check	06/01/2022	1135	Underground Service Alert of Southern Cal	(7)
Bill Pmt -Check	06/01/2022	1136	Verizon Wireless	(619)
Bill Pmt -Check	06/01/2022	1137	Carmina Zavala - Stipend	(315)
Bill Pmt -Check	06/01/2022	1138	Leticia De Lara - Stipend	(630)
Check	06/08/2022	Auto Pay	Calif. Public Employees'Retirement System	(14,022)
Liability Check	06/10/2022		QuickBooks Payroll Service	(49,557)
Bill Pmt -Check	06/10/2022	1139	Evett PerezGil - Stipend	(525)
Bill Pmt -Check	06/10/2022	1140	Karen Borja - Stipend	(5,250)
Bill Pmt -Check	06/10/2022	1141	Mangus Accountancy Group, A.P.C.	(500)
Bill Pmt -Check	06/10/2022	1142	Rogers, Carole - Stipend	(630)
Bill Pmt -Check	06/10/2022	1143	Zendle, Les - Stipend	(315)
Bill Pmt -Check	06/10/2022	1144	California Consulting	(4,250)
Bill Pmt -Check	06/10/2022	1145	CVAG - Grant Payment	(1,670,000)
Bill Pmt -Check	06/10/2022	1146	Staples Credit Plan	(220)
Bill Pmt -Check	06/10/2022	1147	Time Warner Cable	(267)
Bill Pmt -Check	06/10/2022	1148	Top Shop	(833)
Bill Pmt -Check	06/10/2022	1149	First Bankcard (Union Bank)	(3,757)
Bill Pmt -Check	06/10/2022	1150	Coachella Valley Accounting & Auditing	(4,000)
Bill Pmt -Check	06/10/2022	1151	First Bankcard (Union Bank)	(1,208)
Bill Pmt -Check	06/10/2022	1152	KaufmanHall	(77,650)
Bill Pmt -Check	06/10/2022	1153	State Compensation Insurance Fund	(385)
Bill Pmt -Check	06/10/2022	1154	Xerox Financial Services	(377)
Bill Pmt -Check	06/13/2022	1155	SDRMA	(99,203)
Bill Pmt -Check	06/13/2022	1156	Top Shop	(662)
Bill Pmt -Check	06/15/2022	1157	CoPower Employers' Benefits Alliance	(1,719)
Bill Pmt -Check	06/15/2022	1158	Donna Den Bleyker - Expense Reimbursement	(251)
Bill Pmt -Check	06/15/2022	1159	Hidden Harvest Corporation - Grant Payment	(5,000)
Bill Pmt -Check	06/15/2022	1160	NPO Centric	(4,000)
Bill Pmt -Check	06/15/2022	1161	Palm Springs Alarm	(150)
Bill Pmt -Check 06/16/2022 ACH 0		ACH 061622	Law Offices of Scott & Jackson	(9,158)
Bill Pmt -Check	06/21/2022	1162	Calif. State University, San Bernardino - Grant Payment	(3,310)
Bill Pmt -Check	06/21/2022	1163	Eric Taylor - Expense Reimbursement	(51)

Desert Healthcare District Check Register

As of June 30, 2022

Туре	Date	Num	Name	Amount
Bill Pmt -Check	06/21/2022	1164	Erica Huskey - Medical Premium Reimbursement	(2,406)
Bill Pmt -Check	06/21/2022	1165	Jana Trew - Expense Reimbursement	(384)
Bill Pmt -Check	06/21/2022	1166	Principal Life Insurance Co.	(1,915)
Bill Pmt -Check	06/21/2022	1167	Southern California Grantmakers	(5,067)
Liability Check	06/24/2022		QuickBooks Payroll Service	(49,863)
Bill Pmt -Check	06/27/2022	1168	Ready Refresh	(50)
Bill Pmt -Check	06/27/2022	1169	Rozene R. Supple - Medical Premium Reimbursement	(9,617)
Check	06/27/2022		Bank Service Charge	(996)
Bill Pmt -Check	06/30/2022	1170	Arthur Shorr - Stipend	(840)
Bill Pmt -Check	06/30/2022	1171	Carmina Zavala - Stipend	(525)
Bill Pmt -Check	06/30/2022	1172	Frazier Pest Control, Inc.	(30)
Bill Pmt -Check	06/30/2022	1173	Leticia De Lara - Stipend	(420)
Bill Pmt -Check	06/30/2022	1174	Verizon Wireless	(647)
TOTAL				(2,052,670)

						Decent Health care District		
						Desert Healthcare District		
						Details for Credit Card Expenditures		
	T		ı .		1	Credit card purchases - May 2022 - Paid June 2022		I
Nivershau of au		d bu District ma						
		d by District pe - Conrado, \$20						
		- Conrado, \$20	,000	- Chris				
Credit Card H		(F	· · · · ·					
		of Executive Of		(C)				
		ef Administrati	on O	ficer				
Routine types		L		<u> </u>	L			
					s, Meals, Trave	I including airlines and Hotels, Catering, Supplies for BOD		
meetings, CE	O Discretiona	ry for small gra	ant &	gift items				
		tatement						
	Month	Total		Expense				
Year	Charged	Charges		Type	Amount	Purpose	Description	Participants
		\$ 4,964.95						
Chris' Statem	ent:							
2022	May	\$ 1,208.42		District				
				GL	Dollar	Description		
				6309	\$ 19.00	Indeed - Advertising for open positions		
				6355		Adobe Acrobat DC subscription May - September 2022		
				6355		Premiere Global Services - November 2021 - March 2022		
			Zoom Videoconference/Webinar Expense					
			Indeed - Advertising for open positions					
				6352		Grand Central - Staff Team Building		
				6355		Premiere Global Services - April 2022		
				0000	\$ 1,208.42	Tomate Global Scrives 7pm 2022		
					Ψ 1,200.42			
Conrado's St	atomont:							
Conrado S Si	atement:							
2022	May	\$ 3,756.53						
2022	Iviay	\$ 3,750.55		District				
		 		District GL	Dellas	Description		
		1		GL 6351	Dollar	Description Hunt Contrib Segrements ACHD Advaces Committee Meeting Control Parzage		
		-				Hyatt Centric Sacramento - ACHD Advocacy Committee Meeting - Conrado Barzaga		
		 		6352		Hyatt Centric Sacramento - ACHD Advocacy Committee Meeting - Conrado Barzaga		
				6352		Takumi Izakaya Sacramento - ACHD Advocacy Committee Meeting - Conrado Barzaga		
		-		6351		Mobeta Taxi Sacramento - ACHD Advocacy Committee Meeting - Conrado Barzaga		
				5240		Grubhub - 04/26/22 Board Meeting Food		
			Cafeteria SMF Int'l Airport Sacramento - ACHD Advocacy Committee Meeting - Conrado Barzaga					
						Uber Eats - 05/03/22 Board Meeting Food		
				5240		Grubhub - 05/03/22 Board Meeting Food		
				6325		Palm Springs Pride	CEO Discretionary Fu	nd
				6355		Amazon - 3 Year Protection Plan for Owl Camera		
				6355		Amazon - Owl Camera & Case for Meetings		
				5160		NCG.ORG - Foundation of Racial Equity Series virtual event - Conrado Barzaga		
				5240		Grubhub - 05/24/22 Board Meeting Food		
				6360		Palm Springs Flower Mart - Flowers for Director De Lara as an honoree of the Women Who Lead from Palm Springs Life		
					\$ 3,756.53			

Las Palmas Medical Plaza Check Register - LPMP As of June 30, 2022

Туре	Date	Num	Name	Amount
1000 - CHECKING CAS	H ACCOUNTS			
1046 · Las Palmas Med	lical Plaza			
Bill Pmt -Check	06/01/2022	10562	Imperial Security	(2,125)
Bill Pmt -Check	06/10/2022	10563	Desert Air Conditioning Inc.	(962)
Bill Pmt -Check	06/10/2022	10564	Desert Water Agency	(667)
Bill Pmt -Check	06/10/2022	10565	Frazier Pest Control, Inc.	(275)
Bill Pmt -Check	06/10/2022	10566	Palm Springs Disposal Services Inc	(3,058)
Bill Pmt -Check	06/10/2022	10567	Stanley Steemer	(1,520)
Bill Pmt -Check	06/10/2022	10568	Stericycle, Inc.	(1,302)
Bill Pmt -Check	06/10/2022	10569	INPRO Environmental Management Services	(22,320)
Bill Pmt -Check	06/13/2022	10570	Comtron Systems, Inc.	(5,075)
Bill Pmt -Check	06/13/2022	10571	Comtron Systems, Inc.	(1,789)
Bill Pmt -Check	06/13/2022	10572	Desert Air Conditioning Inc.	(196)
Bill Pmt -Check	06/15/2022	10573	Frontier Communications	(236)
Bill Pmt -Check	06/15/2022	10574	Imperial Security	(4,431)
Bill Pmt -Check	06/21/2022	10575	Imperial Security	(2,125)
Bill Pmt -Check	06/21/2022	10576	Locks Around The Clock	(110)
Bill Pmt -Check	06/21/2022	10577	Southern California Edison	(492)
Bill Pmt -Check	06/23/2022	10578	Desert Air Conditioning Inc.	(9,742)
Bill Pmt -Check	06/27/2022	10579	Desert Air Conditioning Inc.	(2,612)
Bill Pmt -Check	06/27/2022	10580	INPRO Environmental Management Services	(11,150)
Bill Pmt -Check	06/27/2022	10581	Best Signs, Inc.	(1,288)
Bill Pmt -Check	06/30/2022	10582	Imperial Security	(2,125)
Check	06/30/2022		Bank Service Charge	(443)
TOTAL				(74,043)



MEMORANDUM

DATE: July 12, 2022

TO: F&A Committee

RE: Retirement Protection Plan (RPP)

Current number of participants in Plan:

	<u>May</u>	<u>June</u>
Active – still employed by hospital	84	83
Vested – no longer employed by hospital	55	55
Former employees receiving annuity	<u> </u>	7
Total	<u>146</u>	<u>145</u>

The outstanding liability for the RPP is approximately **\$3.4M** (Actives - \$2.0M and Vested - \$1.4M). US Bank investment account balance \$4.6M. Per the June 30, 2021, Actuarial Valuation, the RPP has an Overfunded Pension Asset of approximately **\$1.8M**.

The payouts, excluding monthly annuity payments, made from the Plan for the twelve (12) months ended June 30, 2022, totaled **\$200K**. Monthly annuity payments (7 participants) total **\$1.0K** per month.

DESERT HEALTHCARE DISTRICT **OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE** June 30, 2022 **TWELVE MONTHS ENDING JUNE 30, 2022** Approved 6/30/2021 Current Yr **Total Paid Prior Yrs** Total Paid Current Yr Open BALANCE Grant ID Nos. Name Grants - Prior Yrs Bal Fwd 2021-2022 July-June July-June 2014-MOU-BOD-11/21/13 10,000,000 \$ 6.660.000 \$ 4.990.000 Memo of Understanding CVAG CV Link Support 1.670.000 One Future Coachella Valley - Mental Health College & Career Pathway Development - 2 Yrs. 700,000 148,750 148,750 2019-994-BOD-05-28-19 \$ Olive Crest Treatment Center - General Support for Mental Health Services - 1 Yr. 50,000 5,000 5,000 2020-1085-BOD-05-26-20 \$ 2020-1057-BOD-05-26-20 Desert Cancer Foundation - Patient Assistance Program - 1 Yr. \$ 150,000 \$ 15,000 15 000 \$ \$ 50,000 \$ 3,310 \$ 2020-1139-BOD-09-22-20 CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr. 5,000 1,690 Unexpended funds Grant #1139 (1,690 2020-1135-BOD-11-24-20 Hope Through Housing Foundation - Family Resilience - 1 Yr. \$ 20,000 2,000 1,098 902 (902)Unexpended funds Grant #1135 2020-1149-BOD-12-15-20 Voices for Children - Court Appointed Special Advocate Program - 1 Yr. \$ 40,000 22,000 22,000 2021-1136-BOD-01-26-21 Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr. \$ 119,432 65,688 53,744 11,944 2021-1147-BOD-01-26-21 Alzheimer's Association - Critical Program Support - 1 Yr. \$ 33,264 18,295 18.295 60,022 2021-1162-BOD-01-26-21 Joslyn Center - Wellness Center Program Support - 1 Yr. \$ 109,130 60,022 2021-1170-BOD-02-23-21 Jewish Family Services - Mental Health Counseling for Underserved Residents - 1 Yr. \$ 80,000 44,000 44,000 Martha's Village & Kitchen - Homeless Housing With Wrap Around Services - 1 Yr. \$ 115,998 2021-1141-BOD-03-23-21 210,905 \$ 115,998 2021-1171-BOD-03-23-21 Blood Bank of San Bernardino/Riverside Counties - Bloodmobiles for Coachella Valley - 18 Months \$ 150,000 \$ 82.500 67.500 15,000 2021-1174-BOD-03-23-21 Mizell Center - Geriatric Case Management Program 1 Yr. 100,000 \$ 55,000 55,000 \$ 15,000 2021-1266-BOD-04-27-21 Galilee Center - Our Lady of Guadalupe Shelter - 1 Yr. \$ 150,000 \$ 82,500 67,500 Lift To Rise - United Lift Rental Assistance 2021 - 8 Months 300,000 \$ 210,000 180,000 2021-1277-BOD-04-27-21 \$ 30.000 2021-1280-BOD-05-25-21 Desert AIDS Project - DAP Health Expands Access to Healthcare - 1Yr. \$ 100.000 \$ 55.000 45.000 \$ 10.000 2021-21-02-BOD-06-22-21 Carry over of remaining Fiscal Year 2020/2021 Funds* \$ 1,854,873 \$ 1,854,873 1.854.873 154,094 69.342 84,752 Coachella Valley Volunteers In Medicine - Improving Access to Healthcare Services - 1 Yr. 2021-1296-BOD-11-23-21 67,500 \$ 2021-1289-BOD-12-21-21 Desert Cancer Foundation - Patient Assistance Program - 1 Yr. 150,000 82,500 2022-1301-BOD-01-25-22 UCR Regents - Community Based Interventions to Mitigate Psychological Trauma - 1 Yr. \$ 113,514 51,081 62,433 2022-1302-BOD-01-25-22 Vision To Learn - Palm Springs, Desert Sands, and Coachella Valley School Districts 1 Yr. 50,000 27,500 22,500 2022-1303-BOD-01-25-22 CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr. 54,056 24,325 29,731 \$ 2022-1306-BOD-02-22-22 Olive Crest Treatment Center - General Support for Mental Health Services - 1 Yr. 123,451 55,553 67,898 2022-1311-BOD-04-26-22 Desert Arc - Healthcare for Adults with Disabilities Project Employment of Nurses - 1 Yr. 102.741 46.233 56,508 2022-1313-BOD-04-26-22 Angel View - Improving Access to Primary and Specialty Care Services for Children With Disabilities 1 Yr. 76,790 34,555 42,235 \$ 2022-1314-BOD-05-24-22 Voices for Children - Court Appointed Special Advocate Program - 1 Yr. \$ 60.000 60,000 2022-1325-BOD-06-28-22 Vision Y Compromiso - CVEC Unrestricted Grant Funds - 2 Yrs. 150,000 \$ 150,000 2022-1327-BOD-06-28-22 Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs. 50,000 50,000 2022-1328-BOD-06-28-22 El Sol - Expanding Access to Educational Resources for Promotores - 2 Yrs. 150,000 150,000 2022-1331-BOD-06-28-22 Pueblo Unido - Improving Access to Behavioral Health Education and Prevention Services - 2 Yrs. 50,000 50,000 2022-0965-BOD-06-28-22 Desert Healthcare Foundation - Behavioral Health Initiative Expansion - 3 Yrs. \$ 2,000,000 \$ 2,000,000 2022-22-15-BOD-06-28-22 Carry over of remaining Fiscal Year 2021/2022 Funds* \$ 2,566,566 \$ 2,566,566 \$ TOTAL GRANTS 14,217,604 \$ 9,501,626 \$ 5,851,212 \$ 4.427.089 \$ 371.089 | \$ 10.552.067 Amts available/remaining for Grant/Programs - FY 2021-22: Amount budgeted 2021-2022 4,000,000 G/L Balance: 6/30/2022 Amount granted through June 30, 2022: \$ (5,851,212 2131 \$ 7,032,067 1293; 1294; 1317 2281 \$ 3,520,000 (15,000 Financial Audits of Non-Profits; Organizational Assessments (4,000 Net adj - Grants not used: FY20-21 Funds, 1124, 1135, 1139, FY 21-22 Funds 4,436,778 \$ 10,552,067 Total Matching external grant contributions \$ 2,566,566 Balance available for Grants/Programs * Value listed in Total Paid column reflects funds granted from carryover funds. Actual grant payments will be reflected under the respective grant.



Chief Administration Officer's Report

July 12, 2022

Fiscal Year End work is underway. Fieldwork will commence the first week of August.

<u> Las Palmas Medical Plaza - Property Management:</u>

Occupancy:

See attached unit rental status report.

97.9% currently occupied –

Total annual rent including CAM fees is \$1,392,313.

Leasing Activity:

Lease renewal for Cure Cardiovascular Consultants, Inc. (Dr. Bagheri) will be presented for approval at this month's Committee meeting.

With the Board approved lease for Suite 1W-104 with WestPac Labs, as of July 1, the Las Palmas Medical Plaza is now 100% occupied.

					Las Pa	Imas Medic	al Plaza						
						it Rental Sta							
				_	As	of July 1, 2	022						
Unit	Tenant Name	Deposit		e Dates	Term	Unit	Percent		Annual	Rent Per	Monthly	Total Monthly	Total Annual
			From	То		Sq Feet	of Total	Rent	Rent	Sq Foot	CAM	Rent Inclg CAM	Rent Inclg CAM
											\$ 0.69		
1W, 104	Lease Pending					1,024	2.07%						
Total - Vacar	ncies					1,024	2.07%						
Total Suites	- 31 - 30 Suites Occupied	\$62,205.34				49,356	97.9%	\$ 82,817.73	\$ 993,812.76	\$ 1.71	\$ 33,208.32	\$ 116,026.05	\$ 1,392,312.60
		Summary	y - All Units										
		Occupied	48,332	97.9%									
		Vacant	0	0.0%	1								
		Pending	1,024	2.1%									
		Total	49,356	100%	1								



Date: July 26, 2022

To: Board of Directors

Subject: Lease Agreement – Cure Cardiovascular Consultants, Inc, 1W-202

Staff Recommendation: Consideration to approve the draft lease agreement for Cure Cardiovascular Consultants, Inc. at the Las Palmas Medical Plaza.

Background:

- Cure Cardiovascular Consultants, Inc. "Cure" (Dr. Bagheri) has been a tenant of the Las Palmas Medical Plaza since 2017.
- Cure's current lease expires August 31, 2022.
- Cure would like to renew a five (5) year lease.
- Annual increases for the term are the greater of 3% or CPI.
- Tenant Improvement is \$9/sf \$11,250.
- Staff recommends approval of the lease agreement.
- At the July 12, 2022, Finance & Administration Committee meeting, the Committee recommended forwarding the agreement for consideration of approval by the full Board.
- Draft lease agreement is attached for review.

Fiscal Impact:

Estimated Revenue from Rent and CAMs for life of the base lease - \$195,702

Estimated Cost of Tenant Improvement Allowance (\$9/sf) – \$11,520

Net Lease Income (base lease) - \$184,182

OFFICE BUILDING LEASE

Between

DESERT HEALTHCARE DISTRICT, DOING BUSINESS AS LAS PALMAS MEDICAL PLAZA AS LANDLORD

And

CURE CARDIOVASCULAR CONSULTANTS, INC.
AS TENANT

DATED

SEPTEMBER 1, 2022

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	OFFICE BUILDING LEASE
	Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to "Landlord", and Cure Cardiovascular Consultants, Inc., hereinafter referred to as "Tenant", and is dated September 1, 2022.
l. LE	ASE OF PREMISES.
Tenan Project	sideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and t leases from Landlord the Premises described in Section 2L. The Premises are located within the Building and described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common andlord, other tenants, subtenants, and invitees, to use of the Common Areas (as defined at Section 2e).
2. DI	EFINITIONS.
As use	d in this Lease, the following terms shall have the following meanings:
a.	Base Rent (Initial): \$ Twenty-Six Thousand, Eight Hundred Eighty and 00/100 Dollars (\$26,880.00) per year.
b.	Base Year: The calendar year of September 1 to August 31.
c.	Broker(s):
	Landlord's: <u>N/A</u> .
	Tenant's: N/A.
	In the event that N/A. represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.
d.	Commencement Date: September 1st, 2022.
e.	Common Areas: The building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
f.	<i>Expiration Date</i> : <u>August 31st, 2027</u> , unless otherwise sooner terminated in accordance with the provisions of this Lease.
g.	Landlord's Mailing Address: 1140 N. Indian Canyon Dr., Palm Springs, CA 92262.
	Tenant's Mailing Address: 555 E. Tachevah Dr., IW-202, Palm Springs, CA 92262.
h.	Monthly Installments of Base Rent (initial): <u>\$</u> Two Thousand, Two Hundred Forty & 00/100 Dollars (\$2,240.00) per month.
i.	Project Operating Costs (CAMS): Currently <u>Sixty-Nine Cents (\$.69)</u> per square foot per month.
j.	Tenant Improvement Allowance (TI): Nine Dollars (\$9.00) per square foot or Eleven Thousand, Five Hundred Twenty & 00/100 Dollars (\$11,520).
k.	<i>Parking</i> : Tenant shall be permitted, to park $\underline{6}$ cars on a non-exclusive basis in the area(s) designated by Landlord for parking (for Staff - generally in the back of the parking area, perimeter streets, and Wellness Park parking lot). Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator.

34.

Premises: That portion of the Building containing approximately $\underline{1,280}$ square feet of Rentable Area, located in Building 1W and known as Suite $\underline{202-203}$.

__ District _____ Recipient

- m. *Project*: The building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at 555 E. Tachevah Drive, Palm Springs, California 92262. The Project is known as <u>The Las Palmas Medical Plaza</u>.
- n. *Rentable Area*: As to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- o. Security Deposit (Section 7): \$ Tenant will carry over from previous lease in the amount of One Thousand, Nine-Hundred Eighty-Four & 00/100 Dollars (\$1,984.00).
- p. State: the State of California.
- q. Tenant's First Adjustment Date (Section 5): The first day of the calendar month following the Commencement Date plus 12 months.
- r. *Tenant's Proportionate Share*: 2.59%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of six building(s) containing a total Rentable Area of 49,356 square feet.
- s. *Tenant's Use Clause* (Article 8): Medically related office use consistent with and use the City may allow under the City of Palm Springs zoning, subject to Landlord's reasonable approval.
- t. Term: The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA.

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" Rules and Regulations.
- b. Addenda*

*See Addendum attached hereto and by this reference made a part hereof.

4. DELIVERY OF POSSESSION.

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession, "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Addendum. If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT.

5.1 Payment of Base Rent: Tenant agrees to pay the base rent for the premises. Monthly installments of Base Rent shall be payable in advance on the first day of each calendar month of the term. If the term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 Adjusted Base Rent:

- a. The Base Rent (and the corresponding monthly installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date.
- b. Such adjustment shall be the greater of 3% over the preceding year or Consumer Price Index.

5.3 Project Operating Costs (CAMs):

- a. In order that the Rent payable during the Term reflect Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all costs, expenses and obligations attributable to the Project and its operation as set forth in 2i, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with the provisions of this Section 5.3b.
 - (1.) The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

- (a.) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this lease or on the rent received under any other leases of space in the Building or Project, or (2) and license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transactions, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operation Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably Approximate the taxes, which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.
- (b.) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project tenant); (6) operation and maintenance of a room for delivery and distribution of mail to tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs) (i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.
- (2.) Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:
 - (a.) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the Comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."
 - (b.) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate Share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expense for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.
 - (c.) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding Comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10)

District	Recipient
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days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If the credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section 5.3 shall survive the Expiration Date.

- (d.) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
- (e.) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
- (f.) If this Lease sets forth an Expense Stop at Section 2f, then during the Term, Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3(2)(b) and (c) above.
- 5.4 *Definition of Rent*: The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.
- 5.5 Rent Control: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.
- 5.6 Taxes Payable by Tenant: In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.
- 5.7 Tenant Improvement Allowance: In recognition for Tenant completing all improvements to the premises as mutually agreed by Landlord and Tenant, Landlord shall provide Tenant with a total Tenant improvement allowance not to exceed that set forth in Section 2j upon completion of agreed Tenant improvements. This allowance will be reimbursed to tenant upon satisfactory receipt of paid invoices and inspection by Property Management that work has been satisfactorily completed. Any additional tenant improvements will be at the sole expense of the Tenant. Improvements shall conform to a high quality of design approved by Landlord prior to commencement of work and shall be performed by a licensed General Contractor approved by Landlord in advance. Tenant shall submit plans and specifications for any and all improvements to Landlord, and where necessary, the City of Palm Springs and other applicable government agencies for their required approval (if any) prior to commencement of work. Tenant and the General Contractor shall indemnify and hold Landlord and its officers, agents and employees harmless from any liability resulting from the tenant improvement work and shall be named as an additional insured on the insurance policy of both the Tenant and the General Contractor. All costs shall be subject to prevailing wages and if construction costs exceed \$25,000, then the tenant improvements shall also be subject to California competitive bid statutes.

6. INTEREST AND LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs

District _	Recipient
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and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within five (5) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. SECURITY DEPOSIT.

Tenant agrees to deposit with Landlord the Security Deposit set forth at Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer, or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand, therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Article 27 hereof. Within fifteen (15) days after the Term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project, or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything, which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES.

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (I) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on,

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use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord Promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not installed, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at it sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services of common area in a manner that such services are customarily furnished to comparable office buildings in the area.

10. CONDITION OF THE PREMISES.

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession of the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. CONSTRUCTION, REPAIRS AND MAINTENANCE.

- a. Landlord's Obligations: Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other tenant in the Building.
- b. Tenant's Obligations:
 - (l.) Tenant shall perform Tenant's Work to the Premises as described in an exhibit specific to Tenant Improvements, if applicable."
 - (2.) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.
 - (3.) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.
 - (4.) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no

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liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

- c. *Compliance with Law*: Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.
- d. Waiver by Tenant: Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.
- e. Load and Equipment Limits: Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install business machines or mechanical equipment which cause noise or vibration to such a degree as to be objectionable to Landlord or other Building tenants.
- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS.

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.
 - Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notice at any reasonable time.
- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1.5) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligations under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which

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can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS.

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other tenants or occupants of the Building of Project.

15. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use or possession of the Premises:

- a. To name the Building and Project and to change the name or street address of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, eluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING.

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or subtenant on the following further conditions:

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- (1.) Landlord shall have the right to approve such proposed assignee or subtenant, which approval shall not be unreasonably withheld;
- (2.) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;
- (3.) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;
- (4.) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and
- (5.) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.
- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or sub lettings or amendments or modifications to the Lease with assignees of tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereof and any such actions shall not relieve Tenant of liability under this Lease.
- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100 Dollars (\$150.00) plus any attorney's fees reasonably incurred by Landlord in connection with such act or request.

17. HOLDING OVER.

If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.

18. SURRENDER OF PREMISES.

- a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
- b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.

19. DESTRUCTION OR DAMAGE.

a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements, or other casualty, Landlord shall, subject to the provisions of this Article, promptly

repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed with ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees, or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.

- b. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration, and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building, or Project as a result of any damage from fire or other casualty.
- e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building, or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absent of express agreement, shall have no application.

20. EMINENT DOMAIN.

- a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.
- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment, or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title, and interest in any award, judgment, or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expenses for the repair, restoration, and replacement of any other Leasehold improvements and Tenant's Property.

21. INDEMNIFICATION.

a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity, or other things allowed or suffered by Tenant to be done in, on, or about the Premises; (2) any breach or default by Tenant of any of the Tenant's obligations under this Lease; or (3) any negligent or otherwise tortuous act or omission of Tenant, its agents, employees, invitees, or contractors. Tenant shall at Tenant's expense and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding. As a

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material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on, or about the Premises from any cause.

b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees, or customers or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other tenant of the Building or Project.

22. TENANT'S INSURANCE.

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees, and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees, or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration th4ereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee, and Tenant as required by this Lease.
- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions, or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism, and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) above be paid to Landlord, and the proceeds under (ii) above be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for, and maintain in effect worker's compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation, or condition of the Premises, and the operations of Tenant in, on, or about the Premises, providing broad form property damage coverage for not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) each occurrence, and property damage liability insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) each accident.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as is set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. WAIVER OF SUBROGATION.

Landlord and Tenant each hereby waive all rights or recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended overage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24	SUBORDINATION	AND ATTORNMENT.
47.	SUBURDINATION	AND ATTOKNINENT.

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Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or thereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure, or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee, or lessor, as the case may be, and recognize that party as Landlord under this Lease provided such party acquires and accepts the Premises subject to this Lease.

25. TENANT ESTOPPEL CERTIFICATE.

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature If any claimed default. Any such statement may be relied upon by a purchaser, assignee, or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncurred defaults in Landlord's performance and that Tenant has not right of offset, counter-claim, or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST.

In the event of any sale or transfer by Landlord of the Premises, Building, or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission relating to the Premises, Building, Project, or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT.

27.1. *Tenant's Default*. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition, or agreement contained in this lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody, or control of Tenant or any substantial part of its property and such jurisdiction, custody, or control remains in force unrelinquished, unstayed, or unterminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is not a party, a trustee, receiver, agent, or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

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- 27.2. *Remedies.* In the event of Tenant's default hereunder, then, in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:
 - a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
 - b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
 - c. Re-enter the Premises under the provisions of subparagraph b and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraph b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting, which is applied against, the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

- (1.) Past Rent. The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
- (2.) Rent Prior to Award. The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (3.) Rent After Award. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant provides could be reasonably avoided; plus
- (4.) Proximately Caused Damages. Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, but not limited to, any costs or expenses (including attorneys' fees) incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award@ as used in subparagraphs 1 and 2 above is to be computed by allowing interest at the rate of ten percent (10%) per annum." The worth at the time of the award@ as used in subparagraph 3 above is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant, or condition of this Lease shall not be deemed a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant, or condition unless Landlord gives Tenant written notice of such waiver.

27.3	Landlord's Default. If Landlord fails to perform any covenant, condition, or agreement contained in this Lease
	within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default
	cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30)
	day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's
	breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment
	against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be

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satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title, and interest in the Premises, Building, or Project, and no other real, personal, or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If, after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce, or offset any amount against any payments of Rent or any other charges due and payable under this Lease, except as otherwise specifically provided herein.

28. BROKERAGE FEES.

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expenses, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission, or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

29. NOTICES.

All notices, approvals, and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.

30. GOVERNMENT ENERGY OR UTILITY CONTROLS.

In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

31. RELOCATION OF PREMISES.

Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:

- a. The new premises shall be substantially the same in size, dimension, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
- b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
- c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
- d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
- e. If the new premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
- f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base Rent, if any.

32. QUIET ENJOYMENT.

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

22	OBSERVANCE	OF LAW	7
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Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

34. FORCE MAJEURE.

Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS.

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL.

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. MISCELLANEOUS.

- a. Accord and Satisfaction; Allocation of Payments: No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
- b. *Addenda*: If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
- c. *Attorneys' Fees*: If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.
- d. *Captions*, *Articles and Section Numbers*: The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.
- e. *Changes Requested by Lender*: Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.
- f. Choice of Law: This Lease shall be construed and enforced in accordance with the laws of the State of California.
- g. Consent: Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

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- h. *Corporate Authority*: If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
- i. *Counterparts*: This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- j. Execution of Lease; No Option: The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.
- k. Furnishing of Financial Statements; Tenant's Representations: In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
- l. *Further Assurances*: The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
- m. Mortgagee Protection: Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
- n. *Prior Agreements*; *Amendments*: This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- o. Recording: Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
- p. Severability: A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- q. *Successors and Assigns*: This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- r. Time of the Essence: Time is of the essence of this Lease.
- s. *Waiver*: No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
- t. *Compliance*: The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

District	Recipient
District	Recipient

Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or other provision of the Lease.

The parties hereto have executed this Lease as of the dates set forth below.

Date:		Date:	
Landlord:	Desert Healthcare District	Tenant:	Cure Cardiovascular Consultants, Inc.
	dba: Las Palmas Medical Plaza		
By:	Conrado Bárzaga	Ву:	
Signature:		Signature:	
Title:	CEO	Title:	

CONSULT YOUR ADVISORS This document has been prepared for approval by your attorney. No representation or recommendation is made as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous materials and underground storage tanks.

EXHIBIT "A"

RULES AND REGULATIONS

1. No sign, placard, pictures, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on entry door and directory shall be printed, painted, affixed, or inscribed at the expense of Landlord by a person approved by Landlord outside the Premises; provided, however, that Landlord may furnish and install a Building standard interior window covering at all exterior windows. Tenant shall not, without prior written consent of Landlord, cause or otherwise sunscreen any window.

- 2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
- 3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
- 4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of the rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
- 5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
- 6. No furniture, freight or equipment of any kind shall be brought into the Building without the prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.
- 7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substances in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.
- 8. No cooking shall be done or permitted by any Tenant on the Premises, nor shall the Premises be used for storage of merchandise, for washing clothes, for lodging or for any improper, objectionable or immoral purposes.
- 9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
- 10. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
- 11. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m. the following day, access to the Building or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.
- 12. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
- 13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.

District	Recipient

- 14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
- 15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
- 16. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
- 17. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
- 18. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.



District

Recipient

ADDENDUM

Addendum to that certain Office Building Lease dated September 1, 2022 by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord and Cure Cardiovascular Consultants, Inc., as Tenant for the property commonly known as Las Palmas Medical Plaza located 555 E. Tachevah Drive, Palm Springs, California 92262.

Page 1							
	In the event of language shall p		cy between the Addend	dum lang	uage and th	e body of the Lease, the Addendum	
1.	Commencemen	nt Date:	September 1, 2022				
2.	Expiration Date	e:	August 31, 2027				
3.	Rent Schedule:		9/1/2022 - 8/31/2023 9/1/2023 - 8/31/2024 9/1/2024 - 8/31/2025 9/1/2025 - 8/31/2026 9/1/2026 - 8/31/2027		\$2,240.00 \$2,307.20 \$2,376.42 \$2,447.71 \$2,521.14	Great of 3% or CPI Great of 3% or CPI Great of 3% or CPI Great of 3% or CPI	
4.	CAMs:		\$.69 per square foot.				
5.	5. Security Deposit:		Carry over from previous lease in the amount of One Thousand, Nine Hundred Eighty-Four & $00/100$ (\$1,984.00).				
	The foregoing is her	reby agreed to and	accepted:				
	Date:			Date:			
	Landlord:	Desert Healtho	eare District	Tenant:	<u>Cur</u>	e Cardiovascular Consultants, Inc.	
		dba: Las Palma	s Medical Plaza				
	By:	Conrado Bárz	aga	Ву:			

Signature:

Title:

Signature:

CEO

Title:



Date: 7/26/2022

To: Board of Directors

Subject: Grant # 1351 Alianza Coachella Valley

Grant Request:

Partnerships for Air Quality Community Training in Rural Communities of the Eastern Coachella Valley (SCAQMD DHCD Air Quality Academy)

Amount Requested: \$40,000.00

Project Period: 7/1/2022 to 1/31/2024

Alianza Coachella Valley's mission is to transform the socio-economic conditions of the Coachella Valley so that all people in all communities have opportunities to prosper. They do this by addressing the root cause of health inequity— advocating, through policy and systems change, to remedy the impact of poor infrastructure, environments, and education on economic, physical, and mental health outcomes in Coachella Valley communities.

Alianza is requesting \$40,000 over 1.5 years to strengthen Alianza Environmental Justice campaign's community organizing, civic engagement and public policy efforts to transform the state's binary environmental policies to be truly sustainable by providing economic and social benefits, starting at the Salton Sea. With the District's support, Alianza seeks to deepen their understanding of the impact the Salton Sea is having on the air quality in the Eastern Coachella Valley. Alianza proposes to establish an Air Quality Academy to provide resources and trainings to residents that will improve environmental literacy and air quality data. The Academy will include community health workers, consultants and other community members and provide training on how to use the data to help make informed decisions.

This application is focused on the Desert Healthcare District's Strategic Plan goal 6: be responsive and supportive of selected community initiatives that enhance the environment in the District's service area. DHCD's support will allow Alianza and Air Quality consultants to establish an Air Quality Academy to provide resources and trainings to Eastern Coachella Valley communities. This Academy will focus on three objectives: air quality training, air pollution sensors training, and publishing a community environment health report. The Funds provided by the Desert Healthcare District will be



used for mileage, printing, stipends to participants, partial salaries of three staff members, and interpretation/translation services.

Strategic Plan Alignment:

Goal 6: Be responsive to and supportive of selected community initiatives that enhance the environment in the District's service area.

Strategy 6.1 Play a role in raising awareness of the impact of air quality in the East Coachella Valley on the health of community residents and be a catalyst for community organizations to act in implementing solutions (Priority: Moderate)

Strategy 6.2 Play a role in raising awareness of the impact of poor water quality in the East Coachella Valley on the health of community residents and be a catalyst for community organizations to act in implementing solutions (Priority: Moderate)

Strategy 6.3 Collaborate with and support public organizations in the Coachella Valley to address social determinants of health related to the environment (air quality, water quality and shelter) (Priority: Moderate)

Geographic Area(s) Served:

Coachella; Mecca; North Shore; Oasis; Thermal

Action by Program Committee: (Please select one)

✓ Full recommendation and forward to the Board for consideration with the Committee's recommendation that a grant amount of \$40,000.00 be approved.

Recommendation with modifications

Deny



Grant Application Summary

Alianza Coachella Valley, Grant #1351

About the Organization

Alianza Coachella Valley 1515 Sixth Street Coachella, CA 92236 Tel: (760) 619-8844 http://https://www.alianzacv.org

Tax ID #: 841966709

Primary Contact:

Patricia Carrillo
Tel: (760) 972-4628
patriciacarrillo@alianzacv.org

Organization History and Mission

Alianza's mission is to transform the socio-economic conditions of the Coachella Valley so that people in all communities have opportunities to prosper. We envision one vibrant, healthy, and thriving Coachella Valley where people have a seat at the table for decisions that affect their daily lives.

Alianza exists to reduce the inequities of the Coachella Valley: to build a sense of community, restore dignity in our place and its people, promote agency and self-determination, and amplify the voice of traditionally marginalized people, by building strong local and visionary leadership that collaborates to improve the built environment, eliminate punitive school practices, and increase civic participation.

In short, Alianza is the backbone organization for the only alliance of residents and non-profit groups working for systems and policy change.

Organization Annual Budget: \$2,900,000.00

<u>Historical (approved Requests)</u>

Grant	Project Title	Grant	Туре	Disposition	Fund
Year	-	Amount		Date	
2019	Covid-19 Emergency Relief	\$10,000	Mini-Grant	4/30/2020	
	Program				

2020	ECV COVID-19 STRATEGIC COMMUNICATIONS AND OUTREACH PLAN	\$120,000	Grant	11/1/2020	
2020	ECV COVID-19 STRATEGIC COMMUNICATIONS AND	\$25,000	Grant	2/11/2021	
	OUTREACH PLAN				
2020	CV COVID-19 Community Relief	\$125,000	Grant	5/28/2021	
	Fund				

Project Information

Project Title: Partnerships for Air Quality Community Training in Rural Communities of

the Eastern Coachella Valley (SCAQMD DHCD Air Quality Academy)

Start Date: 7/1/2022 **End Date:** 1/31/2024

Term: 18 months

Total Project Budget: \$285,000 **Requested Amount:** \$40,000

Executive Summary:

Alianza is requesting \$40,000 over 1.5 years to strengthen Alianza Environmental Justice campaign's community organizing, civic engagement and public policy efforts to transform the state's binary environmental policies to be truly sustainable by providing economic and social benefits, starting at the Salton Sea.

Currently, Alianza is working on an Environmental Justice campaign that seeks to protect the Salton Sea, which presents a looming environmental disaster: Declining water inflows and rising temperatures are causing it to shrink rapidly. This has already affected local fish and bird populations and created noxious stenches that spread widely and sickened residents.

However, Alianza's campaign is about more than the Salton Sea. It is about how the socio-economic conditions in a region can be shifted to benefit the most vulnerable, so they, too, have real opportunities to achieve economic, mental, and physical health.

We believe this can be achieved by a more holistic implementation of the Salton Sea Management Program, California's Natural Resource Agency (CNRA) 10-year plan, which has identified funding of approximately \$200 million. Through our advocacy efforts, CNRA started incorporating community engagement and public health considerations in their planning, where their focus was exclusively on wildlife and wildlife habitat for the Salton Sea before we became involved.

With the District's support, Alianza seeks to deepen our understanding of the impact the Salton Sea is having on the air quality in the Eastern Coachella Valley. Alianza proposes to establish an Air Quality Academy to provide resources and training that will improve environmental literacy and air quality data. The Academy will include community health workers and other community members and provide training on how to use the data to help make informed decisions.

Alianza has a proven track record for creating educational and leadership pipelines that put the power of advocacy and community advancement back into the hands of the communities most affected. All communities deserve to better understand why the air that their families breathe is harmful, and to be able to do something about it. With the help of The District, Alianza will be ready to help make a viable impact in ensuring residents living near the Salton Sea will have real answers to the questions they have about the air they breathe, and the tools to make lasting change.

Community Need for the Project:

The Salton Sea, California's largest inland body of water, straddles Riverside and Imperial counties, about 160 miles southeast of Los Angeles. Tens of thousands of people live within a few miles from the sea, and right now the sea and nearby populations are facing a major ecological and public health crisis: The Salton Sea is rapidly shrinking. As the water recedes, it exposes toxic dust that is carried by the wind for miles, harming the respiratory health of the people living close to the sea. The Pacific Institute found that the next 15 years will see inflow decrease by 40%, the surface drop by 20 feet, the volume decrease by 60%, and salinity triple. By 2045, as much as 150 square miles of dust-generating lake bottom will be exposed to the region's high-level winds, adding as much as 100 tons of fine dust into the air every day. Harmful sediments such as PCB, DDE antimony, arsenic, cadmium, chromium, lead, and selenium, deposited over years through agricultural runoff, could also be released into the air.

Our Environmental Justice Campaign works to make sure saving the Salton Sea and its surrounding communities are a priority for the state of California and the US federal government. Residents here are likely to be first- and second-generation Latinx immigrants drawn to the area to work in farm fields that help feed the nation. Decades of disinterest and weak commitments from policy leaders have led to high rates of poverty, low high school graduation rates, and residents more likely to live in poorquality housing and in close proximity to environmental hazards.

Alianza seeks to improve the quality of life for people living nearby by ensuring they are breathing clean air, and have ample opportunities for outdoor recreation and community gatherings.

Strategic Plan Alignment:

Goal 6: Be responsive to and supportive of selected community initiatives that enhance the environment in the District's service area. Strategy 6.1, 6.2 and 6.3

Project Description and Use of District funds:

With the District's support, Alianza seeks to deepen our understanding of the impact the Salton Sea is having on the air quality in the Eastern Coachella Valley. We aim to partner with Air Quality consultants, Ryan Sinclair PhD and Will Porter PhD. Together, we will establish an Air Quality Academy to provide resources and training that will improve environmental literacy and air quality data to Eastern Coachella Valley communities. The Academy will include community health workers and other community members and provide training on how to use the data to help make informed decisions.

The three objectives for this project are:

Air Quality Training: Develop training materials and provide training on the Air Quality Index, and actions to reduce exposures to indoor and outdoor air pollution. Air Pollution Sensors Training: Develop training materials and provide training about air pollution measurement, and how to get local air quality information from a blended AQI map, which uses both regulatory monitoring and sensor data. Community Environmental Health Report: Publish a report on environmental health metrics in the Eastern Coachella Valley, including statistics on environmental hazards, social vulnerabilities, and public health metrics.

Description of the Target Population (s):

Alianza focuses on the unincorporated communities of Thermal, Mecca, Oasis, and North Shore. As we hope to expand and increase our reach to students on the west end of the Valley through this scope of work. These communities are 94% Latino and 45% Limited English Speakers. The concentration of low-income residents in the ECV (65% live below 200% poverty line) creates significant barriers to self-determination and access to basic resources and services. CVUSD community, which includes high needs students such as foster youth, unhoused youth, English Learners and students with disabilities. As well as LGBTQ+ students and community members.

Geographic Area(s) Served:

Coachella; Mecca; North Shore; Oasis; Thermal

Age Group:

(0-5) Infants (06-17) Children (18-24) Youth (25-64) Adults (65+) Seniors

Total Number of District Residents Served:

Direct: 15,000 Indirect: 20,000

Project Goals and Evaluation

Goal #1:

Air Quality Academy and Trainings: By Winter 2022, an Air Quality Academy will be established and a minimum of 10 participants will be recruited. Community Health Workers, Alianza staff and community residents will attend the Air Quality Academy trainings.

Evaluation #1:

Alianza will track and monitor the leadership development provided to the core leaders listed above, which includes their feedback on the trainings provided, pipeline model and involvement in the scope of work. Alianza will provide monthly outreach logs, and participate in monthly update meetings with The District. Alianza will

track the number of participants in the Air Quality Academy across the different communities in the ECV. Staff is currently working to refine a comprehensive evaluation tool. Communities include, but are not limited to: -Coachella -Mecca -Oasis -Thermal -North Shore/Desert Shores -Torres Martinez Desert Cahuilla Tribal Land Goal #2: **Evaluation #2:** Alianza will provide monthly outreach Community Engagement and Education: By Spring 2024, Community Health Workers/Staff logs, and monitor the number of will conduct community-based outreach, educational events and presentations presentations, and education on: both in person and virtual - in -Health effects of indoor and outdoor air pollution collaboration with youth- and parent--Ways to mitigate exposures focused Environmental Justice -How to check outdoor air quality partners. -Data interpretation -Air pollution sensors Goal #3: Evaluation #3: Community Environmental Health Report: While we understand the Community Community Health Workers/Staff will share Environmental Health Report will be anecdotal experiences and perspectives as authored and led by other community community members and trainees in the partners, we will share qualitative development of the Community Environmental experiences to inform data for the

Health Report.

report.

Goal #4: N/A Evaluation #4: N/A Goal #5: N/A Evaluation #5: N/A

Proposed Project Evaluation Plan

The project will be evaluated on the number of touches based on direct contact with community members, through our ongoing Environmental Justice campaign work. In addition, Alianza will track the number of trainings, introductory events, and the number of individuals in attendance at each event from July 2022 through January 2024. Lastly, Alianza will create a system of measure that will track all people, including youth, parents, and interested residents, who receive Air Quality Academy training and support.

Organizational Capacity and Sustainability

Organizational Capacity

For Alianza staff and trained partners, the reality of poor air quality and hazardous environmental conditions goes beyond statistics and demographics; indeed many have grown up in the very community that they serve. Due to that and our team's goal of modeling what we advocate for, our team who will continue in this scope of work will also go through all Air Quality Academy training.

Here are our assigned personnel:

Sahara Huazano (Project Manager for Project), Director of Programs for Alianza CV, BA in Environmental Studies, CPC, MPP Candidate

Nilda Ruiz (Outreach Coordinator/ translator for project), Project Coordinator for Alianza CV, BA in Conservation and Resources Studies

Ryan Sinclair PhD, MPH (Air Quality Consultant)

William Porter PhD (Air Quality Consultant)

Marisa Aceves (Operations Manager)

Organizational Sustainability:

Alianza is the place where government and residents meet. As the only alliance of multidisciplinary NGOs in the Coachella Valley, Alianza brings together community members, nonprofits, and government to lead efforts for a thriving region. Alianza's vision is one vibrant, healthy, and thriving Coachella Valley where people have a seat at the table for decisions that affect their daily lives.

Alianza is distinguished by its ability to:

- -Shape systems to remove barriers to economic and physical health
- -Elevate local resident leadership to create opportunities for civic engagement
- -Advocate through resident-led, issue-based campaigns that foster new leaders and collective impact
- -Lead strategy for comprehensive policy solutions for our region

Since 2010, Alianza (formerly BHC) has successfully engaged residents in addressing some of the most critical issues impacting the Coachella Valley through policy and systems change.

With the support of The District, Alianza is ready to continue engaging diverse voices in complex policy conversations, and to create a setting where policymakers and residents can develop a mutual understanding of the issue at hand and explore ways to move forward for a better Salton Sea community, and a better life for all.

Diversity, Equity, and Inclusion

How is diversity, equity, and inclusion addressed?

Alianza Coachella Valley is a primarily women, people of color led organization. Executive leadership, as well as the majority of staff, grew up in the Coachella Valley and their families share the socio-economic conditions we are now trying to address. Additionally, 100% of the members of our board identify as people of color, represent

6

diverse gender identities, and have a track record of being connected to the communities we serve.

What is preventing the organization from addressing diversity, equity, and inclusion? N/A

Partnerships:

Key Partners:

Alianza's Environmental Justice campaign engages a diverse set of partners, including youth-serving organizations, stakeholders, and academia. While Alianza's EJ campaign partners include a myriad of diverse, community-forward entities, for this Air Quality campaign, Alianza will be working closely with Air Quality Consultants Ryan Sinclair PhD, MPH, and William Porter PhD. Dr. Sinclair is an associate professor of environmental microbiology in the Loma Linda University School of Public Health. His microbiology research focuses on human exposures to pathogens in surface water, on fomites, in drinking water, in wastewater, and airborne pathogens in domestic environments. Dr. Porter is an assistant professor of atmospheric dynamics and modeling in the Department of Environmental Sciences at UC Riverside. His research focuses on the causes and consequences of air pollution, in particular those pollution types that currently threaten southern California communities. (Please see MOU for consultants' scope of work)

For this project, Alianza will also be working with Lideres Campesinas and Coachella Valley Parents (CVP) to maximize our outreach efforts, and strengthen our leadership pipeline.

Through these efforts and more, Alianza is looking forward to continue helping residents, policymakers, and other stakeholders to collaborate to counteract environmental hazards, particularly air pollution, through community science, youth journalism, and more.

Groups like Lideres Campesinas and CVP are already working on the ground to identify community needs. We are excited to partner with them to recruit and retain residents to help us assess the air that our community breathes, so that all Coachella Valley residents have opportunities to prosper.

Line Item Budget Operational Costs

PROGRAM	OPERATIONS	Total Program/Project Budget	Funds from Other Sources Detail on sheet 3	Amount Requested from DHCD
Total Staffing Cost	S Detail on sheet 2	273,777.50	245,000	28,777.50
Equipment (itemize	e)			
1				0
2				0
3				0
4				0
Supplies (itemize)				
1				0
2				0
3				0
4				0
Printing/Duplicatio	n	\$775		\$775
Mailing/Postage				0
Travel/Mileage		\$447.50		\$447.50
Education/Training	-			0
Office/Rent/Mortga				0
Telephone/Fax/Inte	ernet			0
Utilities				0
Insurance				0
Other facility costs	not described above (ite	emize)		
1				0
2				0
3				0
4				0
	ts not described above (•		
1	Stipends for participants (\$10,000.00		10000
2				0
3				0
4				0
Total Program Bu	udget	285000	245000	40000

Line Item Budget Staffing Costs

S	Staff Salaries	Annual Salary	% of Time Allocated to Program	Actual Program Salary	Amount of Salary Paid by DHCD Grant
Employe	e Position/Title	·			
1	Director of Programs	\$80,000.00	10%	\$8,000.00	\$8,000.00
2	Project Coordinator	\$55,000.00	15%	\$8,250.00	\$8,250.00
3	Operations Manager	\$44,000.00	5%	\$2,200.00	\$2,200.00
4					
5					
6					
7					
8					
Total Em	ployee Benefits (15%)				\$2,767.50
Enter th	nis amount in Section 1;	Staffing Costs	;	Total >	\$21,217.50
Budget Budget Narrative Narrative	Benefits at 15% of amount of salary covered by DHCD.				
Profess Consul	sional Services / tants	Hourly Rate	Hours/Week	Monthly Fee	Fees Paid by DHCD Grant
Company	y and Staff Title				
1	Interpretation & Translation	\$70		\$420	\$7,560
2					
3					
4					
5					
Enter this	amount in Section 1;Sta	ffing Costs		Total >	7560
Purepecha interpreter and translator will provided the needed services for 18 months to assure that our purepecha community is provided with the needed materials and support to engage in this scope of work.					

Line Item Budget Other Program Funds

	ng received (actual or projected) o this program/project	Amount
Fees		
Donations		
Grants (List (Organizations)	
Actual	1 Water Foundation	\$55,000.00
	2	
	3	
	4	
Fundraising ((describe nature of fundraiser)	
	1	
	2	
	e, e.g., bequests, membership dues, in ner agencies, etc. (Itemize) 1 Ryan Sinclair, PHD	\$90,000.00
	2 Will Porter, PHD	\$100,000
	3	\$100,000
	4	
Total funding	in addition to DHCD request	245000
Budget Narrative	Director of Programs, Program Coord covered by DHCD, as needed. In kind by Ryan Sinclair, PHD and Will Porte	d air quality consultant services provided r, PHD for support in curriculum g. MOU of 18 months (duration of the

Grant Staff Review # 1 of 4

Executive Summary: 9

Community Need and Alignment: 9

Goals: 9

Proposed Evaluation Plan: 9

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 8

Budget: 9

Key Partners/Collaborations: 10

Total Score: 72.00

Reviewer Comments: Alianza CV has been at the forefront of the environmental health and environmental justice advocacy and community engagement work in the Eastern Coachella Valley (ECV) for well over 10 years. Alianza CV has a proven track record of ensuring the communities of the ECV are informed and included in conversations about the Salton Sea and the impact of poor air quality. The partnership with the DHCD and SCAQMD with increase their capacity to continue advocating and educating the ECV communities, along with increasing air quality monitoring, and provide valuable input in the completion of the community health report. I support the approval of the grant application.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 69.75 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 279 (4 of 4)

Grant Staff Review # 2 of 4

Executive Summary: 8

Community Need and Alignment: 8

Goals: 7

Proposed Evaluation Plan: 8

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 9

Budget: 9

Key Partners/Collaborations: 10

Total Score: 68.00

Reviewer Comments: Alianza Coachella Valley has been a trusted organization in Eastern Coachella Valley since 2010 working to allow all communities to thrive by focusing of advocacy, policy, and systems change. This project supports Alianza's Environmental Justice Campaign in understanding the impact of the Salton Sea on the air quality in the Eastern Coachella Valley. They will accomplish this by further imbedding themselves into the community, with the assistance of Air Quality consultants, and offering resources and trainings to residents to improve environmental literacy and air quality data. Goals are missing the connection to direct/indirect numbers; however, the evaluation highlights how overall numbers will be reported.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 69.75 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 279 (4 of 4)

Grant Staff Review # 3 of 4

Executive Summary: 8

Community Need and Alignment: 9

Goals: 7

Proposed Evaluation Plan: 7

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 8

Budget: 9

Key Partners/Collaborations: 9

Total Score: 66.00

Reviewer Comments: In this submitted proposal, Alianza Coachella Valley, will implement a program designed to expand the environmental justice campaign focused on the socio-economic conditions of the Salton Sea to the identified communities of Thermal, Mecca, Oasis and North Shore. This campaign includes the utilization of a Air Quality Academy made up of trained Community Health Workers, Alianza staff, and community members to apply what was learned to increase their ability to interpret air quality data. This information will inform the development of community outreach events (in person/virtual) and the creation of materials for sharing which will include a Community Environmental Health Report. Alianza will track the participation levels in the Air Quality Academy and community outreach events in an effort to identify and measure the impact of this shared information. This campaign will include the participation of Air Quality Consultants, Ryan Sinclair PhD. and Will Porter PhD. who will assist with the creation and implementation of the Air Quality Academies and the necessary resource materials.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 69.75 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 279 (4 of 4)

Grant Staff Review # 4 of 4

Executive Summary: 9

Community Need and Alignment: 10

Goals: 9

Proposed Evaluation Plan: 8

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 9

Budget: 9

Key Partners/Collaborations: 10

Total Score: 73.00

Reviewer Comments: This is community engagement at it's best. Alianza will teach residents to proactively monitor their health as it relates to air quality. Alianza, through the Academy, can teach residents also how to advocate for better air quality and to improve residents' environmental literacy and air quality data.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 69.75 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 279 (4 of 4)

Fiscal Staff Review # 1 of 2

Fiduciary Compliance: 10

Financial Stability: 9

Total Score: 19.00

Reviewer Comments: Unmodified financial statements presented to and approved by Board. Positive cash flow documented for audited years with sufficient assets to address liabilities. Strategic plan in place which details intent to increase future sources of funding. Grant is reasonable in comparison to organizational budget which includes multiple funding sources.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 69.75 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 279 (4 of 4)

Fiscal Staff Review # 2 of 2

Fiduciary Compliance: 10

Financial Stability: 8

Total Score: 18.00

Reviewer Comments: Fiduciary Compliance -

The audit report is unmodified.

Current Ratio is very strong (37:1) which represents the grantee's ability to pay its short-term liabilities

The Net Assets increased by \$492k as of 6/30/21, the Balance Sheet is in good order

Financial Stability -

Grantee demonstrates a strong financial position.

The \$40,000 grant is fully funded by the District.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 69.75 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 279 (4 of 4)

EXHIBIT B

PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES

Project TitleStart/EndPartnerships for Air Quality Community Training in Rural7/01/2022Communities of the Eastern Coachella Valley (SCAQMD1/31/2024DHCD Air Quality Academy)

PAYMENTS:

(4) Payments: \$9,000.00 10% Retention: \$4,000.00

Total request amount: \$ 40,000

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Requirement Number	Grant Requirements for Payment	Payment
7/01/2022		Signed Agreement submitted & accepted.	Advance of \$9,000.00 for time period 7/01/2022 - 12/31/2022
12/31/2022		1st progress report (7/01/2022 – 12/31/2022), budget reports and receipts submitted & accepted	Advance of \$9,000.00 for time period 1/01/2023 - 4/30/2023
4/30/2023		2nd progress report (1/01/2023 – 4/30/2023) progress report, budget reports and receipts submitted & accepted	Advance of \$9,000.00 for time period 5/01/2023 - 9/30/2023
9/30/2023		2nd progress report 5/01/2023 – 9/30/2023 progress report, budget reports and receipts submitted & accepted	Advance of \$9,000.00 for time period 10/01/2023 - 1/31/2024

2/15/2024	Final report (7/01/2022 – 1/31/2024) and final budget report submitted & accepted	\$4,000.00 (10% retention)

TOTAL GRANT AMOUNT: \$40,000

DELIVERABLES:

Project Goals and Evaluation

Goal	#1	
Otai	π <u>1</u>	÷

Air Quality Academy and Trainings: By Winter 2022, an Air Quality Academy will be established and a minimum of 10 participants will be recruited. Community Health Workers, Alianza staff and community residents will attend the Air Quality Academy trainings.

Evaluation #1:

Alianza will track and monitor the leadership development provided to the core leaders listed above, which includes their feedback on the trainings provided, pipeline model and involvement in the scope of work. Alianza will provide monthly outreach logs, and participate in monthly update meetings with The District. Alianza will track the number of participants in the Air Quality Academy across the different communities in the ECV. Staff is currently working to refine a comprehensive evaluation tool. Communities include, but are not limited to:

- -Coachella
- -Mecca
- -Oasis
- -Thermal
- -North Shore/Desert Shores
- -Torres Martinez Desert Cahuilla Tribal Land

Goal #2:

Community Engagement and Education: By Spring 2024, Community Health Workers/Staff will conduct community-based outreach, presentations, and education on:

Health effects of indoor and

- -Health effects of indoor and outdoor air pollution
- -Ways to mitigate exposures
- -How to check outdoor air quality
- -Data interpretation
- -Air pollution sensors

Evaluation #2:

Alianza will provide monthly outreach logs, and monitor the number of educational events and presentations - both in person and virtual - in collaboration with youth- and parent-focused Environmental Justice partners.

Goal #3:

Community Environmental Health Report: Community Health Workers/Staff will share anecdotal experiences and perspectives as community members and trainees in the development of the Community Environmental Health Report.

Evaluation #3:

While we understand the Community Environmental Health Report will be authored and led by other community partners, we will share qualitative experiences to inform data for the report.

RESOLUTION NO. 22-18

RESOLUTION OF THE BOARD OF DIRECTORS OF DESERT HEALTHCARE DISTRICT RE-RATIFYING THE STATE OF EMERGENCY AND RE-AUTHORIZING REMOTE TELECONFERNCE MEETINGS

WHEREAS, Desert Healthcare District ("District") is committed to preserving and fostering access and participation in meetings of its Board of Directors; and

WHEREAS, Government Code section 54953(e) makes provisions for remote teleconferencing participation in meetings by members of a legislative body without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain emergency conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote vaccines, masking, and social distancing, and that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted Resolution No. 22-01 on September 28, 2021, finding that the requisite conditions exist for the Board of Directors of the District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in Government Code section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District and vaccine compliance, masking, and social distancing measures are required to be followed for the continued health and safety of the District Board, staff, and the public; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the District shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by Government Code section 54953(e), and that such meetings shall comply with the requirements to provide the public with access to the meetings as prescribed in Government Code section 54953(e);

THEREFORE, BE IT RESOLVED by the Desert Healthcare District Board of Directors as follows:

- <u>Section 1</u>: <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- <u>Section 2</u>: <u>Affirmation that a Local Emergency Persists</u>. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District.
- <u>Section 3</u>: <u>Re-Ratification of the Governor's Proclamation of a State of Emergency.</u> The Board hereby ratifies the Governor's Proclamation of a State of Emergency.
- <u>Section 4.</u> Remote <u>Teleconference Meetings</u>. The District's Chief Executive Officer is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Ralph M. Brown Act.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Desert Healthcare District held on July 26, 2022, by the following roll call vote:

AYES:	Directors	
NOES:	Directors	
ABSTAIN:	Directors	
ABSENT:	Directors	
		Karen Borja, President
		Board of Directors

ATTEST:	
Carmina Zavala, PsyD, Secretary	
Board of Directors	



Date: July 26, 2022

To: Board of Directors

Subject: Request for Board direction: Updating Grant and Mini Grant Policy (#OP-05)

Guidelines

Background:

• Existing DHCD policy #OP-05 (Grant and Mini Grant Policy) limits mini-grants to \$5,000.

- This policy was approved in 2012; funding limits have remained unchanged.
- U.S. cumulative rate of inflation since 2012 is 30%.
- Various funders are increasing the limits on mini-grants not to exceed \$10,000.
- The State of California has a State Supplemental Grant Program (SSGP) through the California Department of Health and Human Services which limit is \$10,000.
- Most recently, the Regional Access Project Foundation Board of Directors increased the limits of its mini-grant policy to \$10,000.
- There are numerous public and private funders that offer mini-grants not to exceed \$10,000, such as, State of California Department of Health and Human Services; Western Regional Agricultural State Assistance Program; State of California Small Business Administration; Southern California Association of Governments (SCAG); Sierra Health Foundation; San Joaquin Valley Health Fund; City and County of San Francisco, County of Merced; County of Yolo; California Dream Home.

Recommendation:

 Staff requests direction to discuss this item at the next Board and Staff Communications and Policies Committee.



POLICY TITLE: GRANT & MINI GRANT POLICY

POLICY NUMBER: OP-05

COMMITTEE APPROVAL: 02-10-2022

BOARD APPROVAL: 02-22-2022

POLICY #OP-05: In accordance with Desert Healthcare District's mission and strategic plan it is the policy of the Desert Healthcare District to provide guidelines for Grants & Mini Grants to provide health and wellness programs/projects for the benefit of the District residents and in alignment with the California Health and Safety Code requirements. Each year the Board of Directors will allocate a budget for both grants and mini grants.

The District Board may amend this policy as needed to be consistent with any state legislation regarding healthcare district grant programs.

GUIDELINES:

- 1. The District will administer the grant funds to assure transparent and responsible distribution of monies and to maximize the benefit to community members and fairness to grant recipients.
 - 1.a. All grants must align with the Desert Healthcare District's strategic plan. The strategic plan is available on our website, www.dhcd.org
 - 1.b. The Board will adopt a grant budget allocation each fiscal year during the annual budget process. (July June).
 - 1.c. Grant recipients should not assume there exists an entitlement to continued funding nor that similar funding will be available in future years.
 - 1.d. Grant recipients must accept the District's standard grant/contract terms and conditions as a stipulation of any grant award. Grantee who

POLICY #OP-05 Page 1 of 6



is not in compliance as identified in the Grant Contract may become ineligible to apply for future grants for a period of up to two (2) years.

1.e. The District will place a priority on collaboration with community agencies applying for grants, to maximize use of funds and impact while avoiding the fostering of competing programs that may make each such competing programs to become less effective.

Applicants who choose not to collaborate must demonstrate a distinction between their proposed services and those that may already be in place.

- 1.1 Grant requestors utilizing a fiscal agent may be considered; the application shall include a copy of a resolution adopted by the fiscal agent organization's board of directors approving of the action to act as an agent on behalf of the requestor.
- 1.2 Per AB 2019 and revised California Health and Safety Code Section 32139(c)(5), individual meetings regarding grants between an applicant and a District Board member, officer, or staff outside of the established grant process is prohibited. Staff may provide technical assistance, upon request, from potential and current Grantees.
- 2. <u>Mini Grants</u> allow the Desert Healthcare District community to access support for small health initiatives that possibly do not have the capacity for a large program or project. The mini grant application is processed by the administration of DHCD. Consideration is contingent upon the availability of funds, community health priorities, and the ability of the applicant to effectively administer the project programmatically and financially. The mini grant provides up to \$5,000 per one request in a fiscal year. The request must align with the DHCD strategic goals and objectives.

3. Grant Application Process

POLICY #OP-05 Page 2 of 6



a. Program Committee

The Program Committee shall be responsible for oversight and for making recommendations to the Board, where appropriate, on District matters related to grant-making and related programs.

b. Eligibility/Criteria

- 3.b.1 The District awards grants only to organizations exempt from federal taxation under Section 501(c) (3) of the Internal Revenue Code or equivalent exemption; such as a public/governmental agency, program or institution. Except for mini grant recipients, all organizations must have current audited financial statements.
- 3.b.2 Some small organizations (annual revenue of \$500,000 or less) may be financially unable to provide audited financial statements. Under certain circumstances defined by the ability of the organization and if the organization is able to provide a service to meet the mission of the District, the District may consider providing grant funds to complete a financial audit. The District may also consider providing grant funds to develop capacity building.
- 3.b.3 Organizations must directly serve residents of the Desert Healthcare District. Agencies physically located outside District boundaries be eligible for funds upon demonstration that the residents of the District will be proportionately served.
- 3.b.4 Grants are available to organizations whose activities improve residents' health within one priority area of the District's strategic plan. Through investment of its grant dollars, the District supports programs, organizations and community collaborations with potential for achieving measurable results. Through the use of a grant scoring structure, consideration is given to projects or organizations that:

POLICY #OP-05 Page 3 of 6



- Have proven records of success and capacity
- Have potential to impact the greatest numbers of District residents in alignment with strategic goals
- Can demonstrate the greatest potential to positively change healthrelated behaviors
- Are based on research and/or best practices that demonstrate effectiveness
- Have data available to measure progress, outcomes and relevance
- Have strong fiscal and operational governance

4. Funding Restrictions

- 4.1 The District's grants will NOT support the following:
 - Individuals
 - Endowment campaigns
 - Retirement of debt
 - Annual campaigns, fundraising events, or expenses related to fundraising
 - Programs that proselytize or promote any religion or sect, or deny services to potential beneficiaries based upon religious beliefs
 - Expenses related to lobbying public officials
 - Political campaigns or other partisan political activities
 - Unfunded government mandates
 - Replacement funds to allow funding to be shifted to other programs or budget areas

POLICY #OP-05 Page 4 of 6



 Any organization who discriminates against others based on, including, but not limited to race, color, creed, gender, gender identity sexual orientation or national origin.

5. Application Process

Please refer to attached Application Process flowchart

6. No-Cost Grant Extension

- 6.1 Under a No-Cost Extension, grantees may extend a grant's project period one time for up to 12 months. A No-Cost Extension may be requested when the following conditions are met:
 - 6.1.1 No term of award specifically prohibits the extension
 - 6.1.2 Project's originally approved scope will not change
 - 6.1.3 The end of the project/grant period is approaching
 - 6.1.4 There is a programmatic need to continue
 - 6.1.5 There are sufficient funds remaining to cover the extended effort
- 6.2 The Desert Healthcare District always retains the right to decline the request. Examples of reasons to decline might include:
 - a. An extension may not be granted solely because there is money left over. Programmatic benefit must be justified.
 - b. Deliverables as outlined in Exhibit B (Payment Schedule,
 Requirements & Deliverables) have been met.

6.3 Process:

POLICY #OP-05 Page 5 of 6



Grantee must submit a written request to the DHCD at least 30 days before the end of the current project period. The request should be sent to the Grant Department and include the following information:

- The amount of funds remaining, and an explanation for why they have not been spent
- 2. Rationale for continuing the project
- 3. An explanation of why the project has not been completed
- 4. Inclusion of a detailed work plan and how all unfinished activities will be completed by the proposed end date

AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

Revised	02-22-2022
Revised	02-23-2021
Revised	03-24-2020
Revised	05-28-2019
Revised	05-24-2016
Approved	02-20-2012

POLICY #OP-05 Page 6 of 6

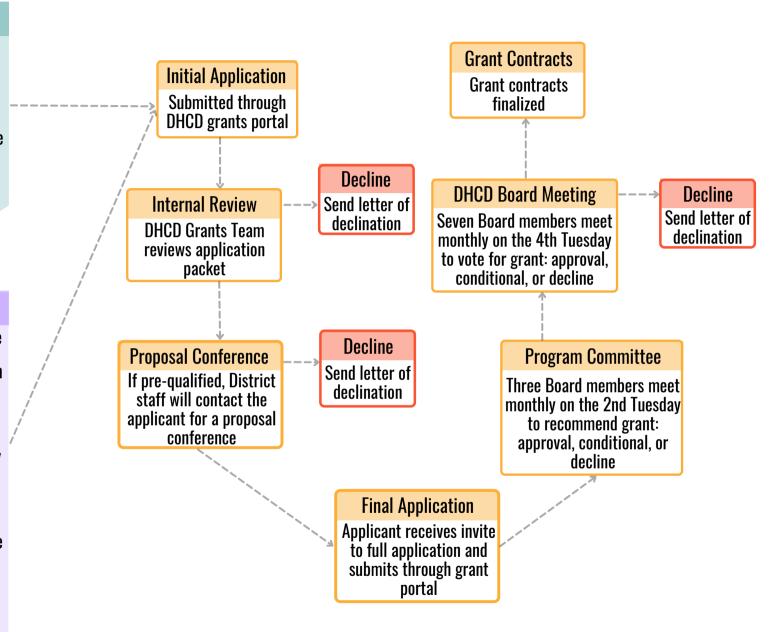
2021-26 Desert Healthcare District Strategic Plan Process

High Priority Goals

- 1. Proactively increase the financial resources DHCD/F can apply to support community health needs
- 2. Proactively expand community access to primary and specialty care services
- 3. Proactively expand community access to behavioral/mental health services

Moderate Priority Goals

- 4. Proactively measure and evaluate the impact of DHCD/F-funded programs and services on the health of community residents
- 5. Be responsive to and supportive of selected community initiatives that enhance the economic stability of the District residents
- 6. Be responsive to and supportive of selected community initiatives that enhance the environment in the District's service area
- 7. Be responsive to and supportive of selected community initiatives that enhance the general education of the District's residents



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Date: July 26, 2022

To: Board of Directors

Subject: Riverside County Public Health Data Agreement

Background:

• Existing DHCD policy #BOD-16 (Property, Confidentiality, and Personal Information) provides guidelines for the use of confidential medical information related to its employees, directors, or other affiliates.

- This policy provides a framework for compliance with existing state and federal laws
 mandating confidentiality of medical information, including but not limited to the
 California Confidentiality of Medical Information Act (CMIA) and, to the extent
 applicable, the federal Health Insurance Portability and Accountability Act of 1996
 (HIPAA). This policy was approved in 2012.
- Since 2020, DHCD and RUHS Public Health have been working collaboratively to respond to the COVID-19 emergency. During the course of this collaboration, the District has had access to valuable public health data typically available only to the State and County governments.
- It is the intent of DHCD and RUHS to continue this data exchange. It is required for both agencies to enter into a formal data exchange agreement. For this, DHCD must ensure the highest level of data protection.
- Currently, DHCD is conducting an IT Security Audit through Harry Slack (SoCal Computers), DHCD's IT Contractor.
- It is the Contractor's recommendation that DHCD adopts ISO 27001 standard.
- ISO 27001 is an international standard on how to manage information security. The standard was originally published jointly by the International Organization for Standardization and the International Electrotechnical Commission in 2005 and then revised in 2013.
- The implementation of such standard will help DHCD meet the County requirements for maintaining, and continually improving a District information security management system (ISMS). This will help us make the information assets we hold more secure.
- Staff is working with SoCal Computers to complete an IT policy and procedures manual and implement recommendations to meet higher policy requirements. This policy manual will provide a foundation for the future of the Districts IT needs and use.

Fiscal Impact:

TBD



Date: July 26, 2022

To: Board of Directors

Subject: Community Engagement and Presentations

Background:

□ Continuing with the key professional responsibilities of the District's CEO in maintaining and developing the organization's external relations by communicating the organization's mission and achievements effectively to stakeholders and to create links with community constituents so the highest degree of impact can be achieved through the most effective use of resources.

☐ The following is brief information regarding some of the past, current, and upcoming presentations and community engagements involving the CEO.

Information:

- 2022 Grantmakers in Health Annual Conference June 28, 2022. Conrado, Alejandro, and Kim Saruwatari, RUHS Public Health Director, presented about our CV Equity Collaborative: "Advancing a Health Equity Framework through Pandemic Response: Foundations' Leadership Role Past, Present, and Future".
- Meeting with Kimberly Saruwatari, RUHS Public Health June 29, 2022.
- Community call on Monkeypox June 30, 2022
- Attended Congressman Dr. Raul Ruiz's event César Chávez and the Farmworker
 Movement National Historical Park July 6, 2022
- Riverside County Nonprofit Roundtable July 7, 2022
- Meeting with AQMD July 7, 2022
- ACHD CEO's Roundtable July 7, 2022
- Meeting with Congressman Raul Ruiz's Legislative Director Erin Doty July 8, 2022

- "Impacto Latino" Radio Show July 12, 2022
- Meeting with Innercare, GAFCON and Coachella Valley Unified School District regarding potential North Shore Project – July 13, 2022
- Salton Sea Regional Community Benefits Working Group July 13, 2022
- Air Quality Emergency Communication Plan: Key Stakeholder Meeting July 14, 2022
- Meeting with Joe Wallace, CV Economic Partnership July 14, 2022
- Meeting with David Ambroz, Amazon July 15, 2022
- Attended DAP Health Indio Clinic Ribbon Cutting July 16, 2022
- Meeting with ASM Eduardo Garcia July 18, 2022

Media Coverage:

June 29, 2022 – UKEN REPORT – "Behavioral Health Initiative Receives \$2 Million" https://ukenreport.com/behavioral-health-initiative-receives-2-million/

June 30, 2022 – KESQ – "News Channel 3 Investigates: Seismic Deadline" https://kesq.com/news/i-team/2022/06/25/news-channel-3-investigates-seismic-deadline/

Mentions:

July 11, 2022 – THE DESERT SUN – "COVID-19: Cases, hospitalizations will likely continue to grow in Riverside County, Coachella Valley"

https://www.desertsun.com/story/news/health/2022/07/11/covid-19-cases-hospitalizations-likely-continue-grow-riverside-county-coachella-valley/7823253001/

Special Interest

June 22, 2022 – FACEBOOK LIVE – "Speaker Pelosi Gives Remarks at Congressional Hispanic Caucus Press Conference"

https://www.facebook.com/watch/live/?ref=watch_permalink&v=581133440152384



Date: July 26, 2022

To: Board of Directors

Subject: CEO Report – SB 938

Staff Recommendation: Information only.

Background:

- On Friday, July 1, Governor Gavin Newsom signed <u>Senate Bill 938</u> (<u>Hertzberg</u>) into law, a bill developed through an inclusive, thorough, multi-year working group process between CSDA, the California Association of Local Agency Formation Commissions (CALAFCO), and other stakeholders in response to recommendations by the Little Hoover Commission.
- Importantly, SB 938 creates a new voter protest threshold for LAFCO-initiated dissolutions of special districts that meet specified criteria. Special districts meeting this criterion include those that:
 - have one or more documented chronic service provision deficiencies;
 - spent public funds in an unlawful or reckless manner inconsistent with the principal act or other statute governing the district;
 - have shown willful neglect by failing to consistently adhere to the California
 Public Records Act and other public disclosure laws;
 - have failed to meet the minimum number of times required in its principal act in the prior calendar year;
 - have consistently failed to perform timely audits in the prior three years, or failed to meet minimum financial requirements under California Government Code; or
 - have recent annual audits showing chronic issues with the district's fiscal controls

- Special districts meeting one or more of the aforementioned criteria are entitled to a fair and procedurally-equitable process, where determinations for the proposed dissolution must be documented in a municipal services review (MSR) and presented at a public hearing. As part of this process, the affected special district will receive a one-year period to resolve the documented deficiency.
- Additionally, SB 938 simplifies the statutes related to the conducting authority for LAFCOs to implement reorganizations of special districts, significantly reducing the number of cross-referenced statutes.
- The provisions of this bill were fundamentally developed through a working group process that was responsive to a key Little Hoover Commission recommendation in its 2017 report "Special Districts: Improving Oversight & Transparency." As a key stakeholder, CSDA supported the passage of this bill and provided lead testimony at each of the bill's policy committees alongside the CALAFCO. The bill's signing at the beginning of this month marked the completion of this chapter of the working group's efforts. CSDA will remain involved in additional developments related to district formation, reorganization, and dissolution as they arise.
- Since 2020, Desert Healthcare District has been distinguished with the Association
 of California Healthcare Districts (ACHD) Certified Healthcare District designation
 and the California Association of Special Districts' (CSDA) District Transparency
 Certificate of Excellence, both in recognition to our District transparency standards.

Fiscal Impact:

N/A



Date: July 26, 2022

To: Board of Directors

Subject: Seismic Compliance – Legislative Efforts

<u>Background:</u> At the June 20 special meeting, the Board approved a service contract agreement with Strategies 360 to assist DHCD's legislative efforts regarding seismic retrofit.

Information:

- In late June, the Senate and Assembly passed SB 154, the Legislature's two-house 2022-23 Budget.
- The bill was subsequently presented to the Governor.
- Governor Gavin Newsom signed a \$308 billion state budget
- The Budget did not include the \$1Billion seismic ask.
- However, Strategies 360 and the Association of California Healthcare Districts have continued their
 efforts to secure funding for seismic retrofitting of district hospitals through other funding tools
 available to the Legislature.
- S360 and DHCD staff are coordinating communication and community engagement efforts through social media.
- DHCD staff will continue to update the Board as new developments take place.



Date: July 26, 2022
To: Board of Directors

Subject: Medical Mobile Unit Revised Contract and Update

Staff Recommendation: Approval of revised contract with Magnum Mobile for an additional \$18,750.

Background:

- 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 access to
 healthcare for isolated and traditionally underserved communities, while increasing the
 District's visibility throughout the Coachella Valley.
- Staff solicited quotes from multiple manufacturers and recommended the quote from Magnum Mobile Specialty Vehicles of \$170,000 for a 26ft. medical mobile unit, which includes two examination rooms, along with a full restroom.
- Remaining approved funds would be utilized for ongoing operational and maintenance costs.

Update:

- Ongoing interruptions in the supply chain of Ford specialty vehicles have delayed the
 delivery date of the DHCD medical mobile unit from October 2022 to February 2023. DHCD
 staff expressed the urgent need for the delivery of a medical mobile unit due to the potential
 partnership with DPMG Health and the project timeline.
- Magnum Medical has purchased two Chevy 3500 chassis, which are very similar to the
 original Ford chassis selected and has offered one of them to the DHCD for an additional
 cost of \$18,750. All selected options will be the same except for one medical examination
 table, which was substituted for a lighter examination table due to the weight limits of the
 Chevy chassis.
- With the selection and purchase of the Chevy chassis, which already is in the possession of Magnum Mobile the projected delivery date of October 2022 will be met.
- DHCD staff has a scheduled visit to the Magnum Mobile facility in Phoenix, AZ on Friday, July 29th to do a walk-through of the facility and inspect the options purchased for the medical mobile unit.

Fiscal Impact:

\$188,750 from the allocated \$336,500 of which \$175,000 will come from The Coachella Valley Resource Conservation District (CVRCD) grant.

AGREEMENT FOR SALE AND CONSTRUCTION OF A MOBILE CLINIC

This AGREEMENT is entered into on this 20th day of July, 2022 between Magnum Mobile Specialty Vehicles, Inc. located at 23225 N. 19th Ave. Phoenix, AZ 85027 and

Buyer <u>Desert Healthcare District & Foundation</u>

Buyer's Address 1140 N. Indian Canyon Drive

Palm Springs, CA 92262

1. DESCRIPTION OF MOBILE CLINIC TO BE FURNISHED BY MAGNUM MOBILE SPECIALTY VEHICLES

Magnum shall build a <u>26 Ft Mobile Medical Unit</u> that will be built on a <u>Chevy</u> chassis (VIN #1HA3GTC75MN013415) in accordance with the Magnum Mobile 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. The total purchase price is **§ 188,750.00**
 - A. The sum of \$ **59,500.00** has been received and paid on 9/2//21 from client.
 - B. The sum of \$ 64,625.00 payable when production begins.
 - C. The sum of \$\) 64,625.00 balance payable on the Notice of your Mobile Unit being completed.

The mobile clinic will be completed on or about **Approx. 3 Months from receiving your Signed Custom Floorplan with Signed Contract.**

The mobile clinic will be Delivered from: <u>Magnum Mobile</u>

23225 N. 19th Ave 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 Mobile Employee. Then Risk of Loss passes to buyer when delivered to the location above.)

3. LIMITED WARRANTY

A Buyer has the right to have the mobile clinic serviced or repaired by a <u>Chevy</u> 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 Mobile Specialty Vehicles 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 Unit, 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 the purchaser. 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 CLINIC. THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART IS BUYER 'S EXCLUSIVE REMEDY IN LIEU OF ALL OTHER WARRANTIES.

NOT WITHSTANDING 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 addends supersede in full all prior discussions and agreements, oral and written, between the parties relating to the mobile unit and constitute the entire agreement between the parties relating to the purchase and building of the mobile unit. This Agreement may be modified or supplemented only in writing signed by an authorized representative of each party.
- 5. The buyer and/or seller shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes or inability to obtain labor or materials on time.
- 6. If any provision 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. BUYER or SELLER shall not transfer or assign its 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 unreasonably be withheld or delayed. Any such 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 Maricopa County Arizona.

10. ACCEPTANCE

To accept this Agreement, please sign, email to Magnum Mobile, and return original with your deposit. This Agreement is open for acceptance until the <u>29th</u> day of <u>July</u> 2022.

Magnum Mobile Specialty Vehicles, INC.	Desert Healthcare District & Foundation
at Blanc	
Signed:	Signed: (Officer)
By: Mr. Jody Blais	By:
Title: President	Title:
Date: 7-20-22	Date:



26 Ft Mobile Medical Clinic- Two Exam Rooms and Bathroom For Desert Healthcare District & Foundation Mr. Alejandro Espinoza, MPH, CHES (Chief of Community Engagement)
2021 Chevy 3500

Standard Vehicle Equipment:

Chevy Express 3500 (Gasoline) 6.6 L V8 Gasoline Engine

177" WB

8 Speed with Automatic Overdrive Transmission Power Windows & Locks with Remotes (TBD)

4 Wheel Anti-Lock Disc Brakes

Steering-Integral Power

57 gal. Fuel Tank

Intermittent Windshield Wipers

Alternator—105 Amp

Air Conditioner & Heat (In Cab Area)

Cruise Control

Exterior Color – Chevy White

Cloth Captains Chairs (Driver & Passenger)

AM/FM CD with Input

Drivers and Passengers Air Bags

Full Chevy Warranty

Tires/Wheels 16"

Stainless Steel Wheel Simulators

Back Up Camera—7" Flat Screen Video & Sound

Warranty (Standard Chevrolet Warranty applies)

Bumper to Bumper......36 month/36,000_mileage Powertrain.....5yr /60,000 mileage

Roadside Assistance.....Standard

Standard Mobile Clinic Box Structure:

FLOOR - FLAT FLOOR

CROSS MEMBER UNDER FLOOR 12" - 16" ON CENTER

UNDERCOATING

FLOOR 1 1/8" LAMINATED HARDWOOD

FILL SCREW HOLES AND SAND FLOOR

LINING ON WALLS 1/4" PLYWOOD WITH FIBERGLASS COVERING – SEEMLESS - WHITE

LINING ON CEILING 1/4" PLYWOOD WITH FIBERGLASS COVERING - SEEMLESS - WHITE

2" POLY SIDE WALL INSULATION (approx. 2 1/4" Wall Thickness)

1 1/2" POLY CEILING INSULATION (approx. 1 3/4" Ceiling Thickness)

FRONT END 1/2" CORE FRP FRONT WALL

COMPOSITE CORNER WIND DEFLECTOR

ALUM. EXTRUDED FRONT CORNERS OR PLASTIC

WIND DEFL RAD .050 ALUM SMOOTH

SIDEWALLS: ALUMINUM SHEET PAINTED WHITE

SIDE WALL Z-POSTS ON 16" CENTERS

POSTS ON FRONT WALL

ROOF: FIBERGLASS

ANTI SNAG ROOF BOWS ON 16" CENTER

2 ROOF REINFORCEMENTS FOR A/C CUT (2) 14" x 14" HOLES FOR ROOF A/C UNITS

LOCATED AT FRONT AND AT THE REAR OF THE ROOF

EXTERIOR LIGHTS: STD SEALED SYSTEM MODEL 21 LED CLEARANCE LIGHTS

EXISTING TAILLIGHTS MOUNTED

BUMPER MEDIUM DUTY FULL WIDTH

ONE 30" WIDE ENTRY SWING DOOR WITH 12" x 17" DARK TINT FIXED WINDOW WITH DOUBLE STEP STEPWELL

MUDFLAPS STD

MIRRORS - FORD - BLACK

EXTERIOR PAINT & COLOR: WHITE

Standard Clinic Equipment:

7 Kw ONAN Gasoline Generator with Remote Start-Commercial Grade EFI

Commercial Flooring with 1 1/2" Foundation- BLACK

Cabinet & Interior Separating Walls Color- GREY & GLOSS WHITE

Lighting - 8 Interior LED Fixtures

30" Swing Entry/Exit Door with Window

Windows with Screens & Blinds (1) 30 x 18 SEE FLOORPLAN for location

Two Interior Folding Doors for Seperating Rooms

Pass Thru to Cab from Front Room (Locking)

Two (2) Chairs for Desk Areas (See Floor Plan)

Desk Area's with Bench Seating – (Color TBD, See Floor plan)

2 Air Conditioners with Individual Thermostat Control with Heat Pump

50 Amp Landline

35 Amp Charger

AGM Aux. Battery – 105 Amp/Hr

Auto Transfer Switch (50 Amp)

Storage & Countertops (FAUX WHITE MARBLE) Built to Floor plan

Refrigerator—DC – Below Countertop

One Exam Table-(Color TBD)

One (1) Fresh Water Tanks 15 gal (Each)

One (1) Grey/Black Holding Tank 20 gal (Each)

One (1) Stainless Steel Sink with Faucet

One (1) Toilet in private locking bathroom with a Pass-Thru door for testing

Standard Clinic Equipment: (continued)

Paper Holder in bathroom
Water Pump DC 3.0 GPM with shut off switch by the sink
110 Outlets on Interior (Built to Floor Plan)
Fire Extinguisher
Carbon Monoxide Detector
84 Inch Interior Height
5 YEAR Warranty

26 Ft Mobile Outreach Clinic (2021) Cost 173,500

Options Included:

One Exterior Outlet- Placement TBD	300
Side Power Awning- Sandstone	3,150
Hot Water Tank	950
Stabilizing/Leveling System for Rear (E450)	3,450
Solar Panel System (170 Watt)	1,500
WiFi Cradle Point and Antenna Install Only- Client provided	950
Spare Tire with Holder Under Vehicle	950
Clinton Industries Gray Treatment Table for Front Room	1,500
Medical Fridge Replacing Standard	N/C
Delivery Budgeted to CA (From 7-20-22 ZIP Code 92262)	2,500
Due to gas prices fluctuating we will revisit upon completion	ŕ

Options Included 15,250 Total Amount \$188,750

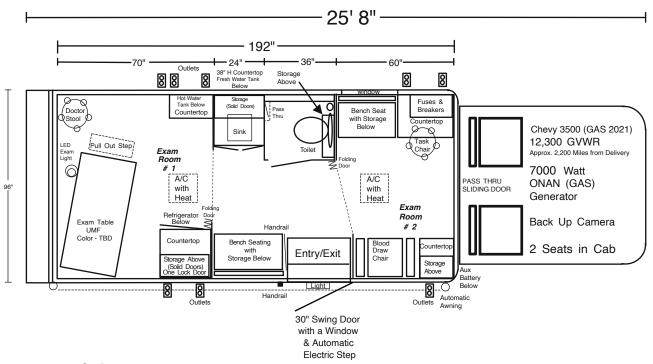
Note: One locking cabinet comes standard. \$50 per lock if additional is needed for storage above or below and will be all keyed alike.

- All Training to be done at Magnum Factory during a visit, or over the phone, or Facetime.
- Magnum Mobile Handbook & Warranty Included
- 35% Progress Payment paid with Signed Contract, 35% 2nd Progress Payment due when we receive the Ford Chassis with completed exterior shell, and 30% Balance to be paid once notified of your Mobile Unit being completed with pictures being sent and/or before Delivery is scheduled. Will apply first progress payment towards this purchase.
- Production pictures can be emailed thru out the build on request.
- Build time Approx. 3 Months from the day of receiving your Signed Contract & Floor Plan with 35% Progress Payment (From7-20-22).
- All Taxes, Registration, and plates will need to be paid at time of registration.
- Quote good for 30 Days. (From 7-20-22).

26 Ft Medical Mobile Clinic

with Two Exam Rooms, Bathroom, & Blood Draw Chair

AVAILABLE SOON



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 Gasoline EFI Generator 7,000 Watts AGM Battery and Charger Bench Seat (Color - Blue)
Two A/C Units with Heat - T-stat Controlled One Locking Upper Cabinet Exam Table in Rear Room (Color - TBD) Dr. Stool in Rear Room (Color - TBD) Task Chair (Color - Black) Includes all Standard Features

Scale 1/4" = 1' (approximate)

Options:

Blood Draw Chair in front Room - Color TBD Seperate Grey & Black Tanks for Bathroom & Sinks Heating Blanket for Fresh Water Tank & Fresh Water Lines Insulated Automatic Awning - Color - TBD Hot Water Tank Exam Light Exterior Graphics (Budgetted Amount) Delivery - TBD

Please Sign and Email back to us ASAP
Accepted by
Date
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DESERT HEALTHCARE DISTRICT FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE MEETING MINUTES July 12, 2022

Directors Present	District Staff Present	Absent
Chair/Treasurer Arthur Shorr	Conrado E. Bárzaga, MD, Chief Executive Officer	
President Karen Borja	Chris Christensen, Chief Administration Officer	
Director Les Zendle, MD	Eric Taylor, Accounting Manager	
	Donna Craig, Chief Program Officer	
	Alejandro Espinoza, Chief of Community	
	Engagement	
	Andrea S. Hayles, Board Relations Officer	

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Chair Shorr called the meeting to order at 3:33 p.m.	
II. Approval of Agenda	Chair Shorr asked for a motion to approve the agenda.	Moved and seconded by Director Zendle and President Borja to approve the agenda. Motion passed unanimously.
III. Public Comment	There was no public comment.	
IV. Approval of Minutes 1. F&A Minutes – Meeting June 14, 2022	Chair Shorr motioned to approve the June 14, 2022, meeting minutes.	Moved and seconded by President Borja and Director Zendle to approve the June 14, 2022, meeting minutes. Motion passed unanimously.
V. CEO Report	There was no CEO Report.	
VI. Chief Administration Officer's Report	Chris Christensen, CAO, provided an update on the preparations for the field work of the yearend audit. As of June 30, the Las Palmas Medical Plaza is 97% occupied. The board approved the WestPac Labs lease at the June meeting; therefore, effective July 1, the Plaza is 100% occupied.	
VII. Financial Reports		
District and LPMP Financial Statements	Chair Shorr reviewed the financials with the committee highlighting the retirement	



DESERT HEALTHCARE DISTRICT FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE MEETING MINUTES

July 12, 2022

	July 12, 2022	
2. Accounts Receivable Aging	protection plan less one	Moved and seconded by Director
Summary	participant.	Zendle and President Borja to
3. District – Deposits		approve the June 2022 Preliminary
4. District – Property Tax		financials – items 1-10 and to
Receipts		forward to the Board for approval.
5. LPMP Deposits		Motion passed unanimously.
6. District – Check Register		
7. Credit Card – Detail of		
Expenditures		
8. LPMP – Check Register		
9. Retirement Protection Plan		
Update		
10. Grant Payment Schedule		
VIII. Other Matters		
1. LPMP – Suite 1W-202 –	Chris Christensen, CAO,	Moved and seconded by Director
Cure Cardiovascular	described the lease renewal	Zendle and President Borja to
Consultants, Inc.	for an additional five (5) years	approve LPMP – Suite 1W-202 –
Renewal – 5 Years	expiring August 31 for Cure	Cure Cardiovascular Consultants,
	Cardiovascular, a tenant since	Inc. Renewal – 5 Years and
	2017. The lease includes an	forward to the Board for approval.
	annual increase greater of 3%	Motion passed unanimously.
	or the Consumer Price Index	,
	(CPI), Tenant Improvements	
	(TI) of \$9 per sq. ft., and a net	
	base lease income of	
	\$184,182.	
	7	
2. Senior Development	Chair Shorr described other	
Officer	entities that are acquiring	
	funds in the Valley and the	
	District limited to tax revenue,	
	explaining the budgeted	
	amount for the Senior	
	Development Officer position	
	and the potential to grow the	
	District and Foundation funds.	
	Dr. Bárzaga, CEO, described	
	the efforts and challenges of	
	hiring a Senior Development	
	Officer, including publishing	
	the position on the Association	



DESERT HEALTHCARE DISTRICT FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE MEETING MINUTES July 12, 2022

	July 12, 2022	
	of California Healthcare Districts (ACHD) website.	
	The committee discussed the possibility of a study session related to policies, strategic planning, and California Consulting, that are currently seeking grants until the position is filled. The Desert Recreation Foundation, as an example, receives modest grassroots donations for their fundraising received from events, and President Borja encouraged the committee to research their efforts.	
IX. Adjournment	Chair Shorr adjourned the	Audio recording available on the
	meeting at 3:59 p.m.	website at
		http://dhcd.org/Agendas-and-
		Documents

ATTEST:				

Arthur Shorr, Treasurer/Chair, Board of Directors
Finance & Administration Committee Member
Desert Healthcare District Board of Directors

Minutes respectfully submitted by Andrea S. Hayles, Board Relations Officer



DESERT HEALTHCARE DISTRICT PROGRAM COMMITTEE MEETING MEETING MINUTES July 12, 2022

Directors Present via Video	District & Legal Counsel Staff Present via	
Conference	Video Conference	Absent
President Karen Borja	Conrado E. Bárzaga, MD, Chief Executive	
Vice-President Evett PerezGil	Officer	
Secretary Carmina Zavala	Chris Christensen, CAO	
	Donna Craig, Chief Program Officer	
	Alejandro Espinoza, Chief of Community	
	Engagement	
	Jana Trew, Senior Program Officer, Behavioral	
	Health	
	Meghan Kane, Senior Program Officer, Public	
	Health	
	Andrea S. Hayles, Board Relations Officer	

AGENDA ITEMS DISCUSSION ACTION

I. Call to Order	The meeting was called to order	
	at 5:03 p.m. by Chair PerezGil.	
II. Approval of Agenda	Chair PerezGil asked for a	Moved and seconded by President
	motion to approve the agenda.	Borja and Chair PerezGil to approve
		the agenda.
		Motion passed unanimously.
III. Meeting Minutes	President Borja asked for a	Moved and seconded by President
1. June 14, 2022	motion to approve the June 14,	Borja and Director Zavala to approve
	2022, meeting minutes.	the June 14, 2022, meeting minutes.
		Motion passed unanimously.
IV. Public Comment	There were no public comments.	
V. Old Business		
1. Grant Payment	Chair PerezGil inquired if the	
Schedule	committee had any questions	
	concerning the grant payment	
	schedule, grant applications, and	
	requests for proposals submitted	
	and under review.	
2. Grant applications and	Citing a conflict of interest,	
RFP proposals	Conrado Bárzaga, MD, CEO,	
submitted and under	recused himself from the	
review	committee meeting regarding	



DESERT HEALTHCARE DISTRICT PROGRAM COMMITTEE MEETING MEETING MINUTES July 12, 2022

the discussion of the application submitted by Vision Y Compromiso and the subsequent declination as requested by President Borja, who received an emailed letter from the Executive Director of Vision y Compromiso requesting more information concerning the action taken. Discussion ensued, including the staff's review of the organization's strong cash flow, the recent approval of another grant to Vision Y Compromiso;, and the status of the pending grant application submitted on behalf of the Coachella Valley Equity Collaborative to Riverside University Health Services. The committee requested that staff speak with Vision Y Compromiso and provide
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staff speak with Vision Y
feedback to the committee.
VI. Program Updates
1. Progress and Final Chair PerezGil inquired if the
Reports Update committee had any questions
concerning the progress and
final reports.
VII. Grant Funding Requests
1. Consideration to Chair PerezGil inquired with the Moved and seconded by President
forward to the board of committee concerning any Borja and Chair PerezGil to approve
directors approval of: questions about the \$40k grant Grant #1351 Alianza CV –
a. #1351 Alianza request from Alianza for Partnerships for Air Quality
CV – partnerships for air quality Community Training in Rural
Partnerships forcommunity training in ruralCommunities of the Eastern Coachella
Air Quality communities of the Eastern Valley - \$40,000 and forward to the
Community Coachella Valley. Board for approval.
Training in Rural Motion passed unanimously.



DESERT HEALTHCARE DISTRICT PROGRAM COMMITTEE MEETING MEETING MINUTES July 12, 2022

Communities of the Eastern Coachella Valley - \$40,000		
b. COACHELLA VALLEY EQUITY COLLABORATIVE - Core Operating Support for two (2) years to continue equitable community work after COVID 1. #1324 Galilee Center	Chair PerezGil inquired with the committee concerning any questions about the \$100k grant	Moved and seconded by President Borja and Director Zavala to approve Grant #1324 Galilee Center —
\$100,000	request from the Galilee Center	\$100,000 and forward to the Board for approval. Motion passed unanimously.
2. #1332 Alianza CV \$100,000	Chair PerezGil inquired with the committee concerning any questions about the \$100k Alianza CV grant request.	Moved and seconded by President Borja and Director Zavala to approve Grant #1332 Alianza CV \$100,000 and forward to the Board for approval. Motion passed unanimously.
VIII. Committee Members Comments	There were no committee member comments	
IX. Adjournment	Chair PerezGil adjourned the meeting at 5:34 p.m.	Audio recording available on the website at http://dhcd.org/Agendas-and-Documents

ATTEST:		
	Evett PerezGil, Chair/Vice-President, Board of Directors	
	Program Committee	

Minutes respectfully submitted by Andrea S. Hayles, Board Relations Officer



Date: 7/26/2022

To: Board of Directors

Subject: Grant #1324 Galilee Center, Inc.

Grant Request: Our Lady of Guadalupe Center

Amount Requested: \$100,000.00

Project Period: 8/1/2022 to 7/31/2024

Executive Summary:

The project goal is to provide a safe place for the migrant farm worker currently residing in the Mecca area working on the local farms and for the asylum seeking families that need to get to their final destination in the U.S. The Center serves farm/migrant workers with a focus on residents of the Eastern Coachella Valley, but assist anyone no matter their residence. The OLG Center ensures clients have a safe place to stay during the times they do not have work in the fields. The shelter provides many of the services needed to maintain the farm/migrant worker's basic needs. The availability of the Center has a particular urgency because it is the only facility providing services for the farm workers who have no other resources. The sleeping accommodations and the availability of three meals a day ensures the farm/migrant workers have these basic necessities while working in the local farms. The evaluation of the project includes the assessment of the outcomes of all program's offered by the documentation of the number of farmworkers utilizing the services of the Our Lady of Guadalupe Center during the project year. Each service including the sleeping accommodations, the showers and use of the laundry facilities, and the number of daily meals served to the clients will be assessed separately. The Galilee Center conducts a questionnaire requesting clients to rate the services they received, offer suggestion on changes or addition of services, and how having the Center available improved their lives during the harvest seasons.

Project Description and Use of District Funds:

The Our Lady of Guadalupe Center is providing a safe place for the farm/migrant worker currently residing in the Mecca area working on the local farms. The Center serves individuals and families of farm/migrant workers with a focus on residents of the Eastern Coachella Valley but assist anyone no matter their residence. The center also serves asylum seeking families who are in transition to their final destination in the U.S. The



Center is available 24 hours a day to ensure clients have a safe place to stay during the times there is no work in the fields. The shelter provides many of the basic needs of the farm/migrant worker; a clean and healthy environment for those clients without other means to shower and do laundry. It also provides three hot meals daily for farm/migrant workers. Clients are provided a breakfast in the morning before beginning their workday, a lunch if not in the fields, and dinner in the evening. Without this food service most farm workers would go hungry. It provides a shelter for farm/migrant workers who have no place to sleep or to relax when they are not working in the fields. The project has a particular urgency because it provides services needed by people with no other resources. Funding will be used for the operational costs of the Our Lady of Guadalupe Center.

Strategic Plan Alignment:

Goal: Goal 5

Strategy: Strategy 5.3

Geographic Area(s) Served:

Coachella; Mecca; North Shore; Oasis; Thermal; Thousand Palms

Grant Application Revisions

- At the June 2022 Program Committee meeting Board Members requested edits to the grant application that included the addition of information and several points of clarification to strengthen the grant application.
- Based on that feedback the grant application was revised and resubmitted by the Galilee Center for Program Committee approval.

Action by Program Committee: (Please select one)

✓ Full recommendation and forward to the Board for consideration with the Committee's recommendation that a grant amount of \$100,000.00 be approved.

Recommendation with modifications

Deny



Grant Application Summary

Galilee Center, Inc., Grant #1324

About the Organization

Galilee Center, Inc. 66-101 Hammond Road Mecca, California 92254 Tel: (760) 396-9100 http://www.galileecenter.org

Tax ID #: 273133601

Primary Contact:

Claudia Castorena
Tel: (760) 396-9100
ccastorena@galileecenter.org

Organization History and Mission

Briefly describe the history AND mission of your organization

The mission of the Galilee Center is to fulfill the needs of the underprivileged and disadvantaged by providing food, clothing, and other basic needs and to affirm their dignity with love, compassion and respect. The agency was created in 2010. Emergency Food Distribution program provides food and other basic items on Thursdays at the distribution center in Mecca. The program provides food assistance based on each family receiving enough food for two meals per day for four days. The program also provides baby items such as formula, diapers and baby food. The Rental Assistance program provides assistance on a one-time basis per year to families in jeopardy of missing a month's rent based on a special circumstance. In addition, the Our Lady of Guadalupe Center built in 2015 provides services to migrant farm workers who are homeless or have no access to basic facilities such as restrooms, showers, laundry or hot meals, as well as a place to sleep during the harvest seasons. A program to assist asylum seekers needing a place to stay during their transition to a permanent location in the US began in 2018.

Organization Annual Budget: \$6,182,442.00

7/6/2022

1

Historical (approved Requests)

Grant Year	Project Title	Grant Amount	Туре	Disposition Date	Fund
2018	Galilee Center Emergency Services	\$75,000	Grant	4/16/2019	
2019	Our Lady of Guadalupe Shelter	\$25,000	Mini- Grant	4/1/2020	
2020	Galilee Center Emergency Services	\$120,000	Grant	11/3/2020	
2020	Galilee Center Emergency Services	\$25,000	Grant	1/28/2021	
2020	Our Lady of Guadalupe Shelter	\$150,000	Grant	4/28/2021	
2020	Galilee Center Emergency Services	\$125,000	Grant	5/28/2021	

Project Information

Project Title: Our Lady of Guadalupe Center **Start Date:** 8/1/2022 **End Date:** 7/31/2024

Term: 24 months

Total Project Budget: \$1,533,024 **Requested Amount:** \$100,000

Executive Summary:

The project goal is to provide a safe place for the migrant farm worker currently residing in the Mecca area working on the local farms and for the asylum seeking families that need to get to their final destination in the U.S. The Center serves farm/migrant workers with a focus on residents of the Eastern Coachella Valley, but assist anyone no matter their residence. The OLG Center ensures clients have a safe place to stay during the times they do not have work in the fields. The shelter provides many of the services needed to maintain the farm/migrant worker's basic needs. The availability of the Center has a particular urgency because it is the only facility providing services for the farm workers who have no other resources. The sleeping accommodations and the availability of three meals a day ensures the farm/migrant workers have these basic necessities while working in the local farms. The evaluation of the project includes the assessment of the outcomes of all program's offered by the documentation of the number of farmworkers utilizing the services of the Our Lady of Guadalupe Center during the project year. Each service including the sleeping accommodations, the showers and use of the laundry facilities, and the number of daily meals served to the clients will be assessed separately. The Galilee Center conducts a questionnaire requesting clients to rate the services they received, offer suggestion on changes or addition of services, and how having the Center available improved their lives during the harvest seasons.

Community Need for the Project:

The Our Lady of Guadalupe Center provides a safe place for the farm/migrant worker currently residing in the Mecca area working the local farms. The Center provides the basic needs for the seasonal farm worker who do not have adequate housing during the harvest seasons. The Center provides both a women's and men's restroom facilities (ADA accessible), as well as separate sleeping areas. Toilets, private shower stalls, sinks, hot and cold water, lockers and changing tables, as well as a family restroom with a shower and changing table are available. In addition, there is a laundry facility with washers and dryers with laundry supplies. A community room is available where three hot meals are served daily, as well as provides a room for relaxation and other social and enrichment programs.

Strategic Plan Alignment:

Goal: Goal 5

Strategy: Strategy 5.3

Project Description and Use of District funds:

The Our Lady of Guadalupe Center is providing a safe place for the farm/migrant worker currently residing in the Mecca area working on the local farms. The Center serves individuals and families of farm/migrant workers with a focus on residents of the Eastern Coachella Valley but assist anyone no matter their residence. The center also serves asylum seeking families who are in transition to their final destination in the U.S. The Center is available 24 hours a day to ensure clients have a safe place to stay during the times there is no work in the fields. The shelter provides many of the basic needs of the farm/migrant worker; a clean and healthy environment for those clients without other means to shower and do laundry. It also provides three hot meals daily for farm/migrant workers. Clients are provided a breakfast in the morning before beginning their workday, a lunch if not in the fields, and dinner in the evening. Without this food service most farm workers would go hungry. It provides a shelter for farm/migrant workers who have no place to sleep or to relax when they are not working in the fields. The project has a particular urgency because it provides services needed by people with no other resources. Funding will be used for the operational costs of the Our Lady of Guadalupe Center.

Description of the Target Population (s):

The target population is the farm/migrant worker currently residing in the Mecca area working on the local farms and the asylum seeking families arriving at the Mecca facility. The Center has a project focus on residents of the Eastern Coachella Valley.

Geographic Area(s) Served:

Coachella; Mecca; North Shore; Oasis; Thermal; Thousand Palms

Age Group:

(0-5) Infants (06-17) Children (18-24) Youth (25-64) Adults (65+) Seniors

Total Number of District Residents Served:

Direct: 1306 Indirect: 0

Project Goals and Evaluation

Goal #1:

By June 30, 2024, the Our Lady of Guadalupe Center will provide services annually for 150 unduplicated farm/migrant farm workers and 1,156 unduplicated asylum seekers. The services available 24 hours a day include women's and men's restroom facilities (ADA accessible) and separate sleeping areas. Private shower stalls, sinks, hot and cold water, lockers, and a laundry facility with washers, dryers, and supplies. A community room will be available, offering room for relaxation and other social and enrichment programs.

Evaluation #1:

The evaluation plan for Goal One includes the assessment of the outcomes of the program by the daily documentation of the number of farm/migrant workers and asylum seekers utilizing the services of the Our Lady of Guadalupe Center during the project year and completing a before and after evaluation survey of their experience. The evaluation survey results will be used to improve services, develop outreach programs to meet the needs of the farm/migrant farm workers and asylum seekers, and assess the target groups' ability to improve their overall life experiences.

Goal #2:

The Our Lady of Guadalupe Center will provide wrap-around services annually to farm/migrant farm workers and asylum seekers to provide a healthy and pleasant stay. Services include shelter, hot meals, snacks, showers, laundry, and travel arrangements when needed for asylum seekers.

By June 30, 2024, the Our Lady of Guadalupe Center will provide sleeping accommodations (nights of shelter) for 2,398 duplicated farm/migrant farm workers and 2,894 duplicated asylum seekers annually. Daily meals will provide 4,796 meals annually for farm/migrant workers and 15,250 for asylum seekers. The shower facility will provide annually 2,200 showers for farm/migrant farm workers and 3,426 showers for asylum seekers. Annually, 604 farm/migrant farm workers and 2,112 asylum seekers will use the laundry facilities.

Evaluation #2:

The evaluation plan for Goal Two includes the annual assessment of the program's outcomes. Documentation of the number of services provided to the farm/migrant workers and asylum seekers utilizing the facility. Clients will be requested to complete a broad assessment questionnaire of their experiences during their stay at the Center. A follow-up to the survey will provide the opportunity for each person to suggest changes or addition of services and how having the Center available improved their lives.

Proposed Project Evaluation Plan

The project is a two-year program to serve the basic needs of the farm/migrant farm workers and asylum seekers. The Our Lady of Guadalupe Center provides services 24 hours daily to meet these needs. A survey developed by HARC and implemented by the Galilee Center began in May 2021 and is completed by the clients at the beginning and end of their stay at the Center.

The survey conducts a before and after questionnaire for clients using the Our Lady of Guadalupe Center in the broad areas of clients responding to how they feel about their general health, safety, and sleeping quarters before entering the Our Lady of Guadalupe Center and after their stay. They were also asked whether they were more cheerful and in high spirits, had feelings of calmness and relaxation, were more active or vigorous, woke up feeling more refreshed and rested, and had a sense of more personal cleanliness. In addition, they were asked to evaluate their feelings of greater satisfaction in their daily life with more interest in things around them. The questionnaire results are evaluated, and any needs for changes are implemented to ensure excellent services are available for all clients.

Organizational Capacity and Sustainability

Organizational Capacity

The Galilee Center administrative staff positions include Shelter Program Director, six shelter attendants, a laundry attendant, four intake administrators, one cook, and two kitchen helpers. They are highly trained individuals in working with a migrant farmer population understanding the needs and expectations of the clients participating in programs at the Our Lady of Guadalupe. All new clients are registered during the intake process with client's income noted and that information identifies the client in the required low-moderate income range for services. The Center currently has the capacity and infrastructure for the existing program. It has day and night staff to provide the services available at the Center for 24 hours.

Organizational Sustainability:

The Our Lady of Guadalupe is following a business plan starting in 2014 when the County of Riverside approached the Galilee Center to build and operate a comfort station for migrant workers. In partnership with the County Supervisor, the Our Lady of Guadalupe Center was built and operational in 2015. The plan called for the expansion of the services to include a shelter for migrant workers to have a place to sleep. At first, the community room was used nightly to provide cots for the farm workers. On July 15, 2021 the expansion of the Center to accommodate a permanent facility providing additional sleeping quarters was added to the plan by the Board. Currently, private funding has been obtained and the Galilee Center has matching funding for the project scheduled to be operational in November-December, 2022.

Diversity, Equity, and Inclusion

How is diversity, equity, and inclusion addressed?

The members of Board of Directors and the cofounders at the development of the Galilee Center Board in 2010, addressed the board members talents and qualification

they would be required to join the board. The areas of diversity, equity and inclusion, as well as business background and leadership qualities were addressed in the search for board members. The Board of Directors currently have a nominating committee that continues these searching for these characteristics for all new board members. The executive staff are selected as a grassroot nonprofit from current staff. The agency has a staff development program that assist staff with the needed qualification to enter the executive staff level. The succession plan of the organization is built on this staff development program to develop the next generation of executive staff leaders for the agency when the cofounders step down.

What is preventing the organization from addressing diversity, equity, and inclusion?

Partnerships:

Key Partners:

The Galilee Center key partnerships are the County of Riverside that provides funding for the Our Lady of Guadalupe Center, Clinicas de Salud del Pueblo, that provide medical services as needed for the asylum seekers staying at the Center. The Borrego Health Center, supplies COVID testing to monitor all clients at the Center. In addition, the Galilee Center is a member of the Coachella Valley Equity Collaborative through the Desert Healthcare District that provides guidance and financial assistance for the COVID-19 activities needed to keep the Center as a safe haven against the pandemic.

Line Item Budget Project Operational Costs

		Bud	Fotal Project Iget (24- Months)		nds from Other Sources etail on sheet 3		Amount quested from DHCD
Total Staffing Costs		\$	910,624.00	\$	835,648.00	\$	74,976.00
Equipment (itemize	9)						
1						\$	-
2						\$	
3						\$	-
4						\$	-
Supplies (itemize)	_		070 000 00		070 000 00		
1	Program	\$	279,000.00	\$	279,000.00	\$	-
2						\$	
3		<u> </u>				\$	
4						\$	-
Printing / Duplication	on					\$	-
Mailing / Postage				_		\$	
Transportation		\$	129,600.00	\$	129,600.00	\$	-
Education / Trainin	g					\$	-
these line items wo Office / Rent / Morte	ould be included in the allowable 10 gage*)% ir	ndirect cost ra	te. \$	-	\$	-
Telephone / Fax / In	nternet*			\$	-	\$	-
Utilities*		\$	44,000.00	\$	44,000.00	\$	-
Insurance*				\$	-	\$	-
Other direct project	t costs not described above (itemiz	ze)					
1	Hygene Supplies	\$	71,400.00	\$	71,400.00	\$	-
2	Food	\$	98,400.00	\$	73,376.00	\$	25,024.00
3	Prescriptions					\$	-
4						\$	-
Indirect Cost Rate -	Maximum of 10% Allowed					\$	-
		1					
Total Project B	udget	\$	1,533,024.00	\$	1,433,024.00	\$	100,000.00
	Fully describe items above in this cell. You meeded to fully describe your budget.	ay ins	sert rows or create	addi	tional worksheets	if mo	ore space is

Line Item Budget Staffing Costs

	Staff Salaries	Annual Salary	% of Time Allocated to Project	Total Project Salary (For 24-Months)	Amount Requested from DHCD
Employe	e Position/Title				
1	6 FT Shelter Attendants, \$36,920 each	\$ 221,520.00	100%		\$ 68,160.00
2	2 FT Intake Workers @ \$39,520 each	\$ 79,040.00	100%		\$ -
3	Laundry Attendant	\$ 36,400.00	100%		\$ -
4	2 FT Cooks @ \$38,480 each	\$ 76,960.00	100%	153,920.00	\$ -
5				-	
6				-	
7				-	
8	Benefits				
	costs and/or employer taxes based allocated to project Enter this amount in Section 1;Staff		10%	<u>. </u>	6,816.00 \$ 74,976.00
t e	Please describe in detail the scope of work at Shelter Attendant ensures the shelter is kept				ollow hygiene
Budget Narrative	procedures, and setting up the shelter for over				
Budget Narrative	Please describe in detail the employee benef Center will use the DHCD grant to fund one (reflect a one (1) year period. The Toal Project	1) FT Shelter Attend	ant plus 10% of bei	nefits. The salaries lis	Galilee sted in column C
Profess Consu	sional Services / Itants	Hourly Rate	Hours/Week	Total Project Fee	Amount Requested from DHCD
Compan	y and Staff Title				
1					
2					
3					
4					
5 Enter this	 s amount in Section 1;Staffing Cost		Total	\$ -	
Budget Narrative	Please describe in detail the scope o		professional ser	ıı vice/consultant on	

Line Item Budget Other Project Funds

Other funding project. "Tota should match from Other So		Amount		
Fees				
Donations				
Grants (List Or	gani	izations)		
	1	Riverside County	\$	100,000.00
	2	CDBG	\$	90,000.00
	3	CADSS	\$	1,100,000.00
	4			
Fundraising (de	escr	ibe nature of fundraiser)		
	1	Private Donations	\$	133,000.00
	2			
Other Income, from other age		bequests, membership dues, in-kind services, inves, etc. (Itemize)	estmei	nt income, fees
	1			
	2			
	3			
	4			
Total funding in	n ad	dition to DHCD request	\$	1,423,000.00
Describe project income listed above. Note whether income is "projected" or actual. Riverside County has committed to \$100,000, in a two-year period, to assist in the operation costs of the Our Lady of Guadalupe Center. CDBG and CADSS are committed grants for 2022-23. Projected income for 2023-24. The Private Donor Campaign is to assist in the expansion of the Our Lady of Guadalupe Center. Guadalupe Center.				

EXHIBIT B

PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES

<u>Project Title</u> Our Lady of Guadalupe Center <u>Start/End</u> 8/01/2022 7/31/2024

PAYMENTS:

(4) Payments: \$22,500.00 10% Retention: \$10,000.00

Total request amount: \$ 100,000

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Requirement Number	Grant Requirements for Payment	Payment
8/01/2022		Signed Agreement submitted & accepted.	Advance of \$22,500.00 for time period 8/01/2022 - 1/31/2023
3/01/2023		1st six-month (8/01/2022 – 1/31/2023) progress report, budget reports and receipts submitted & accepted	Advance of \$22,500.00 for time period 2/01/2023 - 7/31/2023
9/01/2023		2nd six-month (2/01/2023 – 7/31/2023) progress report, budget reports and receipts submitted & accepted	Advance of \$22,500.00 for time period 8/01/2023 - 1/31/2024
3/01/2024		3rd six-month (8/01/2023 – 1/31/2024) progress report, budget reports and receipts submitted & accepted	Advance of \$22,500.00 for time period 2/01/2024 - 7/31/2024

9/01/2024	4th six-month (2/01/2024 – 7/31/2024) progress report, budget reports and receipts submitted & accepted	\$0
9/15/2024	Final report (8/01/2022 – 7/31/2024) and final budget report submitted & accepted	\$10,000.00 (10% retention)

TOTAL GRANT AMOUNT: \$100,000

DELIVERABLES:

Project Goals and Evaluation

Goal #1:

By June 30, 2024, the Our Lady of Guadalupe Center will provide services annually for 150 unduplicated farm/migrant farm workers and 1,156 unduplicated asylum seekers. The services available 24 hours a day include women's and men's restroom facilities (ADA accessible) and separate sleeping areas. Private shower stalls, sinks, hot and cold water, lockers, and a laundry facility with washers, dryers, and supplies. A community room will be available, offering room for relaxation and other social and enrichment programs.

Evaluation #1:

The evaluation plan for Goal One includes the assessment of the outcomes of the program by the daily documentation of the number of farm/migrant workers and asylum seekers utilizing the services of the Our Lady of Guadalupe Center during the project year and completing a before and after evaluation survey of their experience. The evaluation survey results will be used to improve services, develop outreach programs to meet the needs of the farm/migrant farm workers and asylum seekers, and assess the target groups' ability to improve their overall life experiences.

Goal #2:

The Our Lady of Guadalupe Center will provide wrap-around services annually to farm/migrant farm workers and asylum seekers to provide a healthy and pleasant stay. Services include shelter, hot meals, snacks, showers, laundry, and travel arrangements when needed for asylum seekers.

By June 30, 2024, the Our Lady of Guadalupe Center will provide sleeping accommodations (nights of shelter) for 2,398 duplicated

Evaluation #2:

The evaluation plan for Goal Two includes the annual assessment of the program's outcomes. Documentation of the number of services provided to the farm/migrant workers and asylum seekers utilizing the facility. Clients will be requested to complete a broad assessment questionnaire of their experiences during their stay at the Center. A follow-up to the survey will provide the opportunity for each person to suggest changes or addition of services and how

farm/migrant farm workers and 2,894 duplicated	having the Center available improved their lives.
asylum seekers annually. Daily meals will provide	
4,796 meals annually for farm/migrant workers	
and 15,250 for asylum seekers. The shower	
facility will provide annually 2,200 showers for	
farm/migrant farm workers and 3,426 showers	
for asylum seekers. Annually, 604 farm/migrant	
farm workers and 2,112 asylum seekers will use	
the laundry facilities.	



Date: 7/26/2022

To: Board of Directors

Subject: Grant #1332 Alianza Coachella Valley

Grant Request:

Expanding and Advancing Outreach Through Increasing Capacity Development

Amount Requested: \$100,000.00

Project Period: 7/1/2022 to 7/1/2024

Executive Summary: Alianza is requesting \$100,000 from DHCD to expand and advance outreach through increasing the capacity development of our team and community at large. This project will mainly serve the Eastern Coachella Valley community, as we continuously strive to expand our reach to the west end of the valley. Through this project we will increase and advance outreach via monthly in person and virtual community meetings/trainings and quarterly Action Team community meetings. In these meetings and trainings the community will have the opportunity to receive updates on our advocacy work and receive the needed tools and resources to be engaged in the scope of work. Our project will be evaluated through surveys and interviews conducted to all those involved in the scope of work. This project will support our environmental (EJ) and community (CJ) justice campaigns.

EJ Campaign: Our campaign's collaborative community engagement project is designed to raise awareness and integrate varying viewpoints on environmental issues at the Salton Sea. We are helping residents, policymakers, and other stakeholders better collaborate to counteract environmental hazards, particularly air pollution. The campaign is actively working with community members and the South Coast Air Quality Management District to support the goals of state legislation aimed at improving air quality in environmental justice communities, especially the ECV. The campaign aims to influence environmental justice policies in Riverside County's General Plan document in order to reduce health risks in environmental justice communities so they can be healthy and vibrant places to live.

CJ Campaign: Alianza supports an alternative disciplinary approach in schools based on restorative justice that reduces suspensions and expulsions while fostering a safe and welcoming school environment for students and teachers. The campaign team and Coachella Valley Unified School District are partnering to introduce restorative justice at



an expanding number of local schools with the goal of reducing suspensions and expulsions and creating a learning environment that uses open dialogues to resolve conflicts. Alianza is engaged with community members, including parents and educators, to make sure all stakeholders are represented in the school district budget process. The work includes advocating for greater disclosure about equity funding coming to the district through the Local Control and Accountability Plan, as well as continuing to work alongside the community to increase on-site support provided to students. This includes the most recent campaign win, which was CVUSD's board approval for wellness centers at every CVUSD MS and HS.

Project Description and Use of District Funds:

As our Eastern Coachella Valley community begins to feel more comfortable with returning to in person engagement, our Alianza team and partners continue to find creative and helpful ways to ensure that our community has a seat at the table for areas that directly affect them. With DHCD's support we will be able to expand and advance outreach by increasing the capacity development of our team and community at large. The funding provided will help to support the return of our quarterly Action Team(AT) community meetings that started in 2015; to ensure that the community takes part in our holistic community justice and environmental justice work. This funding will also support the increase of trainings to be provided to the community and the increase of staff per campaign. With all the needs that have been exacerbated by the pandemic we as an organization identified the need to bring on an additional project manager per campaign, which would bring us up to two project managers for each campaign (Environmental Justice and Community Justice). The community is eager to continue to engage with our collaborative advocacy efforts and we are hopeful that change will come as we continue to build upon their leadership and capacity to be change makers.

- 1. Policy and systems change outcomes through the Environmental Justice Campaign:
 - Build power amongst community residents to be agents of change in environmental injustice issues in the ECV.
 - Educated and engaged community members on Salton Sea mitigation projects (local, county, state, federal and tribal land)
 - Community driven solutions to address Salton Sea emissions affecting public health by bridging the community with Salton Sea Stakeholders.
 - Increased of youth engagement in the field of science through the campaigns' Community Science data collection to inform Salton Sea projects.



- Increase of air quality monitors in the ECV to inform mitigation projects
- 1. Policy and systems change outcomes through the Community Justice Campaign:
 - Increase civic participation of students, parents, and caregivers in CVUSD decision making spaces.
 - Increase transparency and accountability on CVUSD LCAP.
 - Implement in all schools in CVUSD positive school climate frameworks, programs, and resources such as Restorative Justice and the Wellness Centers to increase academic achievement and provide support on behavioral health wellbeing.

Each campaign's substantive campaign goals are inextricably linked to parallel capacity-building goals that aim to increase the capacity of Coachella Valley residents to design and execute strategic, collaborative, and vision-driven campaigns for change.

Strategic Plan Alignment:

Goal 3 & 6

Strategies 3.1, 3.6, 6.1, 6.2, and 6.3

Geographic Area(s) Served:

Coachella; Mecca; North Shore; Oasis; Thermal

Grant Application Revisions

- At the June 2022 Program Committee meeting Board Members requested edits to the grant application that included the addition of information and several points of clarification to strengthen the grant application.
- Based on that feedback the grant application was revised and resubmitted by Alianza CV for Program Committee approval.

Action by Board of Directors: (Please select one)

✓ Full recommendation and forward to the Board for consideration with the Committee's recommendation that a grant amount of \$100,000.00 be approved.

Recommendation with modifications

Deny



Grant Application Summary

Alianza Coachella Valley, Grant #1332

About the Organization

Alianza Coachella Valley 1515 Sixth St. Coachella, CA 92236 Tel: (760) 619-8844 http://alianzacv.org

Tax ID #: 841966709

Primary Contact:

Patricia Carrillo Tel: (760) 972-4628

patriciacarrillo@alianzacv.org

Organization History and Mission

Since 2010, Alianza (previously Building Healthy Communities Coachella Valley) has helped residents of the Eastern Coachella Valley apply their determined spirit and strong work ethic to campaigns that enrich their community. Alianza Coachella Valley's mission is to transform the socio-economic conditions of the Coachella Valley so that all people in all communities have opportunities to prosper. We do this by addressing the root cause of health inequity— advocating, through policy and systems change, to remedy the impact of poor infrastructure, environments, and education on economic, physical, and mental health outcomes in our communities. Alianza is the backbone organization for the only alliance of residents and non-profit groups working for systems and policy change. We envision one vibrant, healthy, and thriving Coachella Valley where people have a seat at the table for decisions that affect their daily lives.

Organization Annual Budget: \$2,900,000.00

Historical (approved Requests)

Grant	Project Title	Grant Amount	Туре	Disposition	Fund
Year				Date	
2019	Covid-19 Emergency	\$10,000	Mini-Grant	4/30/2020	
	Relief Program				

1

2020	ECV COVID-19 STRATEGIC COMMUNICATIONS AND OUTREACH PLAN	\$120,000	Grant	11/1/2020	
2020	ECV COVID-19 STRATEGIC COMMUNICATIONS AND OUTREACH PLAN	\$25,000	Grant	2/11/2021	
2020	CV COVID-19 Community Relief Fund	\$125,000	Grant	5/28/2021	

Project Information

Project Title:

Expanding and Advancing Outreach Through Increasing Capacity Development

Start Date: 7/1/2022 **End Date:** 7/1/2024

Term: 24 months

Total Project Budget: \$100,000 **Requested Amount:** \$100,000

Executive Summary:

Alianza is requesting \$100,000 from DHCD to expand and advance outreach through increasing the capacity development of our team and community at large. This project will mainly serve the Eastern Coachella Valley community, as we continuously strive to expand our reach to the west end of the valley. Through this project we will increase and advance outreach via monthly in person and virtual community meetings/trainings and quarterly Action Team community meetings. In these meetings and trainings the community will have the opportunity to receive updates on our advocacy work and receive the needed tools and resources to be engaged in the scope of work. Our project will be evaluated through surveys and interviews conducted to all those involved in the scope of work. This project will support our environmental (EJ) and community (CJ) justice campaigns.

EJ Campaign: Our campaign's collaborative community engagement project is designed to raise awareness and integrate varying viewpoints on environmental issues at the Salton Sea. We are helping residents, policymakers, and other stakeholders better collaborate to counteract environmental hazards, particularly air pollution. The campaign is actively working with community members and the South Coast Air Quality Management District to support the goals of state legislation aimed at improving air quality in environmental justice communities, especially the ECV. The campaign aims to influence environmental justice policies in Riverside County's General Plan document in order to reduce health risks in environmental justice communities so they can be healthy and vibrant places to live.

CJ Campaign: Alianza supports an alternative disciplinary approach in schools based on restorative justice that reduces suspensions and expulsions while fostering a safe and welcoming school environment for students and teachers. The campaign team and

Coachella Valley Unified School District are partnering to introduce restorative justice at an expanding number of local schools with the goal of reducing suspensions and expulsions and creating a learning environment that uses open dialogues to resolve conflicts. Alianza is engaged with community members, including parents and educators, to make sure all stakeholders are represented in the school district budget process. The work includes advocating for greater disclosure about equity funding coming to the district through the Local Control and Accountability Plan, as well as continuing to work alongside the community to increase on-site support provided to students. This includes the most recent campaign win, which was CVUSD's board approval for wellness centers at every CVUSD MS and HS.

Community Need for the Project:

The COVID-19 pandemic has had devastating effects on families and students across California. In March 2020, in response to the pandemic, our campaign teams sought creative and innovative ways to continue the work with the community, in the midst of the connectivity challenges that our community faced due to infrastructure challenges that have been exacerbated by the pandemic. It was during these moments that our youth and community uplifted the need and desire to increase their leadership skills, and capacity building, as they seek to be the voice not only for themselves but for their communities as well; as they desire to have a seat at the decision making tables to make a systematic and sustainable change. The challenges we face are representative of the history of disinvestment from entrenched systems, policies, and power structures.

The current pandemic has highlighted the detrimental effects of such disinvestment, which our team and community are ready to continue to address together through our collaborative impact approach by:

- 1. Increasing outreach and engagement post pandemic: The community has uplifted the need to continue and amplify engagement in person, while still leaving the virtual option open for those who do not feel ready yet to engage in person.
- 2. Increasing and building community capacity via trainings and educational sessions: As the pandemic has exacerbated the needs of the community, community members' interest in receiving trainings and taking part in the advocacy efforts has increased.

Strategic Plan Alignment:

Goal: Goal 3 & 6

Strategy: Strategies 3.1, 3.6, 6.1, 6.2, and 6.3

Project Description and Use of District funds:

As our Eastern Coachella Valley community begins to feel more comfortable with returning to in person engagement, our Alianza team and partners continue to find creative and helpful ways to ensure that our community has a seat at the table for areas that directly affect them. With DHCD's support we will be able to expand and advance outreach by increasing the capacity development of our team and community at large. The funding provided will help to support the return of our quarterly Action Team(AT) community meetings that started in 2015; to ensure that the community takes part in our holistic community justice and environmental justice work. This funding will also support the increase of trainings to be provided to the community and the increase of staff per campaign. With all the needs that have been exacerbated by the pandemic we as an organization identified the need to bring on an additional project manager per campaign,

which would bring us up to two project managers for each campaign (Environmental Justice and Community Justice). The community is eager to continue to engage with our collaborative advocacy efforts and we are hopeful that change will come as we continue to build upon their leadership and capacity to be change makers.

Policy and systems change outcomes through the Environmental Justice Campaign:

- 1. Build power amongst community residents to be agents of change in environmental injustice issues in the ECV.
- -Educated and engaged community members on Salton Sea mitigation projects (local, county, state, federal and tribal land)
- -Community driven solutions to address Salton Sea emissions affecting public health by bridging the community with Salton Sea Stakeholders.
- -Increased of youth engagement in the field of science through the campaigns' Community Science data collection to inform Salton Sea projects.
- -Increase of air quality monitors in the ECV to inform mitigation projects

Policy and systems change outcomes through the Community Justice Campaign:

- -Increase civic participation of students, parents, and caregivers in CVUSD decision making spaces.
- -Increase transparency and accountability on CVUSD LCAP.
- -Implement in all schools in CVUSD positive school climate frameworks, programs, and resources such as Restorative Justice and the Wellness Centers to increase academic achievement and provide support on behavioral health wellbeing.

Each campaign's substantive campaign goals are inextricably linked to parallel capacity-building goals that aim to increase the capacity of Coachella Valley residents to design and execute strategic, collaborative, and vision-driven campaigns for change.

Description of the Target Population (s):

We focus on the unincorporated communities of Thermal, Mecca, Oasis, and North Shore. As well as the City of Coachella. These communities are 94% Latino and 45% Limited English Speakers. The concentration of low-income residents in the ECV (65% live below 200% poverty line) creates significant barriers to self-determination and access to basic resources and services. This includes veterans, seniors, high needs students, LGBTQ+ community and the uninsured/underinsured.

Geographic Area(s) Served:

Coachella; Mecca; North Shore; Oasis; Thermal

Age Group:

(0-5) Infants (06-17) Children (18-24) Youth (25-64) Adults (65+) Seniors

Total Number of District Residents Served:

Direct: 20,000 Indirect: 15,000

Project Goals and Evaluation

Goal #1:

By September 30, 2022 our first in person Action Team meeting would have taken place and by June 2023 we will have a minimum of 4 Action Team meetings take place. We foresee that a minimum of 40 community residents will participate in each of the four AT meetings every fiscal year. Every FY we will have a minimum of 4 AT meetings, with preparation meetings and community trainings taking place as well.

Purpose: To transform the social and economic conditions in the Valley by building strong local leadership that works collaboratively to develop vibrant, healthy and thriving communities where residents live, play and work. We seek to achieve this vision by collaboratively identifying and pursuing changes in systems and policies. In these spaces we are able to name what change is needed, how each organization supports this change, identify the resources needed and create an action plan.

Evaluation #1:

At the end of every Action Team meeting, participants will receive a survey to complete and provide feedback to better support the team in implementing these community meetings and identify the advocacy needs

Goal #2:

By July 31, 2024 Alianza will have increased and built community capacity via 25 trainings and educational sessions that pertain to the environmental and community justice needs of the community. As well as provide trainings necessary that would support them in being key advocates. By the date listed, a minimum of 500 community members will have received trainings.

List of training topics to be provided include and not limited to:

- -State & Local Budget advocacy, which includes the tools and resources needed to complete a budget analysis.
- -Restorative justice practices (Community building, Trauma-informed, harm & conflict, restorative dialogue)
- -Mental Health & Suicide Prevention
- -Capacity and leadership development
- -Public speaking
- -State & Local Board meetings 101 (Includes understanding board meeting structures, etc.)
- -Water Quality Monitoring at the Salton Sea
- -Air Quality & Dust Suppression in the ECV region

Evaluation #2:

At the end of every training session, participants will receive a survey to complete and provide feedback to better support the team in identifying key trainings and advocacy needs.

Goal #3: N/A	Evaluation #3: N/A
Goal #4: N/A	Evaluation #4: N/A
Goal #5: N/A	Evaluation #5: N/A

Proposed Project Evaluation Plan

The success of the project will be determined by the number of individuals in attendance at our community meetings and on the number of touches based on direct/virtual contact with community members, either through our ongoing projects and/or phone banking efforts. The process will consist of collecting, recording, and organizing information daily through surveys and interviews. The data collected will help to determine key advocacy needs in both the environmental justice and community justice campaign. It will also help us to continue to determine best practices for outreach for current and future projects.

Organizational Capacity and Sustainability

Organizational Capacity

As an organization leadership and capacity development is at the forefront of everything that we do with and for the community. Our team leads who will support in assuring the implementation of our community gatherings have all received a minimum of a bachelors degree and have the skills necessary to complete the tasks at hand. Our main leadership which includes our Chief Executive Officer and Chief Operations Officer have over 8 years of non-profit experience.

Organizational Sustainability:

At the core of this effort and our organization as a whole is its leadership, which starts with members from the impacted communities, ensuring their voices are heard and their dreams for their community supported by a range of multi-disciplinary, primarily womenled, nonprofits and research partners. Our project aligns with our organizational strategic and business plans as it strives to assure that all folx are represented and have a seat at the table.

Diversity, Equity, and Inclusion

How is diversity, equity, and inclusion addressed?

Alianza Coachella Valley is a primarily women, people of color led organization. Executive leadership, as well as the majority of staff, grew up in the Coachella Valley and their families share the socio-economic conditions we are now trying to address. Additionally, 100% of the members of our board identify as people of color, represent diverse gender identities, and have a track record of being connected to the communities we serve. As an organization, we also have it as our top priority to assure that our La Mesa board is diverse and has representation from various organizations and community members who keep us accountable in assuring that there is diversity, equity and inclusion in everything that we do.

What is preventing the organization from addressing diversity, equity, and inclusion? N/A

Partnerships:

Key Partners:

All community partners listed will support in the preparation, implementation and outreach for the return of the Action Team meetings. As well as continuously support in the areas listed in the MOUs and Letters of Support attached: Kounkuey Design Initiative, Youth Leadership Institute, Ryan Sinclair (Loma Linda University), Lideres Campesinas, Coachella Valley Parents and The LGBT Center of the Desert.

PROGRAM	OPERATIONS	Total Program/Project Budget	Funds from Other Sources Detail on sheet 3	Amount Requested from DHCD
Total Staffing Cost	S Detail on sheet 2	96,789.86	0	96,789.86
Equipment (itemize	e)			
1				0
2				0
3				0
4				0
Supplies (itemize)				
1				l 0
2				0
3				0
4				0
Printing/Duplicatio	n	\$1,710.14	\$0.00	\$1,710.14
Mailing/Postage		ψ.,. iöi	Ψ0.00	0
Travel/Mileage		\$1,500.00	\$0	\$1,500.00
Education/Training		\$1,000.00	Ψ0	0
Office/Rent/Mortga				0
Telephone/Fax/Inte				0
Utilities				0
Insurance				0
I	not described above (ite	emize)		-
Other facility costs	The described above (ite	, iiii20)		
1				0
2				0
3				0
4] 0
Other program cos	ts not described above (itemize)		
1				\$0.00
2				0
3				0
4				0
Total Program Bu	ıdaet	400 000 00	^	400,000,00
Total I Togram Bt	Printing budget to cover cost for	100,000.00	torials such as flyers	100,000.00
	needed that will be given out dur			
	traveling cost.	, , ,		
∥ .i.				
rat				
Budget Narrative				
]]nc				

	Staff Salaries	Annual Salary	% of Time Allocated to Program	Actual Program Salary	Amount of Salary Paid by DHCD Grant
Employe	ee Position/Title				
1	Chief Operations Officer	\$91,842.00	10%	\$18,368.40	\$18,368.40
2	Environmental Justice Campaign Manager	\$64,000.00	15%	\$19,200.00	\$19,200.00
3	Community Justice Campaign Manager	\$63,000.00	15%	\$18,900.00	\$18,900.00
4	Operations Manager	\$58,880.00	5%	\$5,888.00	\$5,888.00
5					
6					
7					
8					
	ployee Benefits (NTE 15%)				\$9,353.46
Enter t	his amount in Section 1;Staffing Chief Operations Officer will have			Total >	
Budget Narrative	implementation and evaluation. Project Managers will be tasked with outreach, engagement and Spanish translation of all documents needed. Operations Manager will support in arranging and making any payments needed throughout the scope of work such as payment that need processing and other items listed in the budget. Budget allocations for % of time allocation to program and annual salary for two years of scope of work.			h as payments	
get ativ					
	sional Services /	Hourly Rate	Hours/Week	Monthly Fee	Fees Paid by DHCD Grant
Profes Consu	Itants	Hourly Rate	Hours/Week	Monthly Fee	Fees Paid by DHCD Grant
Profes Consu	Itants y and Staff Title	Hourly Rate	Hours/Week	Monthly Fee	_
Profes Consu Compan	Itants y and Staff Title Interpretation & Translation		Hours/Week		DHCD Grant
Profes Consu Compan	Itants y and Staff Title Interpretation & Translation (Purepecha) Trainings/Capacity Development (Midwest Academy, CCEJ and	Hourly Rate	Hours/Week	Monthly Fee \$420	\$10,080
Profes Consu Compan	y and Staff Title Interpretation & Translation (Purepecha) Trainings/Capacity Development		Hours/Week		\$10,080
Profes Consu Compan 1 2 3	Itants y and Staff Title Interpretation & Translation (Purepecha) Trainings/Capacity Development (Midwest Academy, CCEJ and		Hours/Week		\$10,080
Profes Consu Compan 1 2 3 4	Itants y and Staff Title Interpretation & Translation (Purepecha) Trainings/Capacity Development (Midwest Academy, CCEJ and		Hours/Week		\$10,080
Profes Consu Compan 1 2 3 4 5	Itants y and Staff Title Interpretation & Translation (Purepecha) Trainings/Capacity Development (Midwest Academy, CCEJ and others TBD.)	\$70	Hours/Week	\$420	\$10,080 \$15,000
Profes Consu Compan 1 2 3 4 5	Itants y and Staff Title Interpretation & Translation (Purepecha) Trainings/Capacity Development (Midwest Academy, CCEJ and	\$70		\$420 Total >	\$10,080 \$15,000 \$25,080

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10

Other funding received (actual or			
projected) SPECIFIC to this			Amount
program/project			
Fees			
Donations			
Grants (List Org	gani		
	1	N/A	
	2		
	3		
	4		
Fundraising (de	scr	ibe nature of fundraise	er)
	1		
	2		
		bequests, membershi , fees from other agen	p dues, in-kind services, cies, etc. (Itemize)
	1		
	2		
	3		
	4		
Total funding in	ad	dition to DHCD reques	0
Budget Narrative			

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EXHIBIT B

PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES

Project TitleStart/EndExpanding and Advancing Outreach Through Increasing8/01/2022Capacity Development7/31/2024

PAYMENTS:

(4) Payments: \$22,500.00 10% Retention: \$10,000.00

Total request amount: \$ 100,000

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Requirement Number	Grant Requirements for Payment	Payment
8/01/2022		Signed Agreement submitted & accepted.	Advance of \$22,500.00 for time period 8/01/2022 - 1/31/2023
3/01/2023		1st six-month (8/01/2022 – 1/31/2023) progress report, budget reports and receipts submitted & accepted	Advance of \$22,500.00 for time period 2/01/2023 - 7/31/2023
9/01/2023		2nd six-month (2/01/2023 – 7/31/2023) progress report, budget reports and receipts submitted & accepted	Advance of \$22,500.00 for time period 8/01/2023 - 1/31/2024
3/01/2024		3rd six-month (8/01/2023 – 1/31/2024) progress report, budget reports and receipts submitted & accepted	Advance of \$22,500.00 for time period 2/01/2024 - 7/31/2024
9/01/2024		4th six-month (2/01/2024 -	\$0

	7/31/2024) progress report, budget reports and receipts submitted & accepted	
9/15/2024	Final report (8/01/2022 - 7/31/2024) and final budget report submitted & accepted	\$10,000.00 (10% retention)

TOTAL GRANT AMOUNT: \$100,000

DELIVERABLES:

Project Goals and Evaluation

Goal #1:

By September 30, 2022 our first in person Action Team meeting would have taken place and by June 2023 we will have a minimum of 4 Action Team meetings take place. We foresee that a minimum of 40 community residents will participate in each of the four AT meetings every fiscal year. Every FY we will have a minimum of 4 AT meetings, with preparation meetings and community trainings taking place as well.

Purpose: To transform the social and economic conditions in the Valley by building strong local leadership that works collaboratively to develop vibrant, healthy and thriving communities where residents live, play and work. We seek to achieve this vision by collaboratively identifying and pursuing changes in systems and policies. In these spaces we are able to name what change is needed, how each organization supports this change, identify the resources needed and create an action plan.

Goal #2:

By July 31, 2024 Alianza will have increased and built community capacity via 25 trainings and educational sessions that pertain to the environmental and community justice needs of the community. As well as provide trainings necessary that would support them in being key advocates. By the date listed, a minimum of 500

Evaluation #1:

At the end of every Action Team meeting, participants will receive a survey to complete and provide feedback to better support the team in implementing these community meetings and identify the advocacy needs

Evaluation #2:

At the end of every training session, participants will receive a survey to complete and provide feedback to better support the team in identifying key trainings and advocacy needs.

Community members will have received trainings.

List of training topics to be provided include and not limited to:

-State & Local Budget advocacy, which includes the tools and resources needed to complete a budget analysis.

-Restorative justice practices (Community building,

Trauma-informed, harm & conflict, restorative dialogue)

-Mental Health & Suicide Prevention

-Capacity and leadership development

-Public speaking

-State & Local Board meetings 101 (Includes understanding board meeting structures, etc.)

-Water Quality Monitoring at the Salton Sea

-Air Quality & Dust Suppression in the ECV region



Grant Application Scoring Rubric



Category	Meets expectations (10-6 points)	Does not meet expectations (0-5 points)			
Programmatic Review					
Executive Summary of the Project (10 points)	The applicant includes and describes the project's mission and vision, the target population the project will serve, the expected benefits to the community, the need for the project in the community with proposed evidence-based methods, interventions, and strategies that are realistic, attainable, effective, and outcome-oriented.	The applicant is unclear or does not include or describe the project's mission and vision, the target population the project will serve, the expected benefits to the community, the need for the project in the community with proposed evidence-based methods, interventions, and strategies that are realistic, attainable, effective, and outcome-oriented.			
Community Need for the Project & Strategic Plan Alignment (10 points)	The applicant identifies and defines a specific need(s) for the project within the identified community and effectively describes the alignment of that need to the Desert Healthcare District and Foundation 2021-2026 Strategic Plan goals and strategies by using one of more of the following: data, case studies, interviews, focus group results, media coverage, etc.	The applicant does not sufficiently identify or describe a need for the project and/or its alignment to one of the Desert Healthcare District and Foundation 2021-2026 Strategic Plan goals and strategies by using one or more of the following: data, case studies, interviews, focus group results, media coverage, etc.			
Project Goals, Performance Measures, and Evaluation (10 points)	The applicant has provided SMART goals with an evaluation plan that is comprehensively developed. The SMART goals are specific, measurable, attainable, realistic, and time-bound, and the evaluation plan will accurately measure the project's effectiveness and impact. Within each goal, the applicant identifies a related performance measure as outlined in the Desert Healthcare District and Foundation 2021-2026 Strategic Plan.	The applicant has provided very limited goals and evaluation plans. The goals <u>are not specific, measurable, attainable, realistic, time-bound goals</u> and will not measure the project's effectiveness or impact. Applicant did not identify related performance measures as outlined in the Desert Healthcare District and Foundation 2021-2026 Strategic Plan.			

Project Evaluation Plan (10 points)	 The applicant provides a detailed plan of action for evaluation that includes both qualitative and/or quantitative assessment(s). The plan includes well-defined data reporting mechanisms and/or a clear and transparent narrative. Evaluation measures and methods are clear; the applicant defines how they envision success. Evaluation is in alignment with the SMART goals of the project. Evaluation is in alignment with identified performance measure(s). An explanation is provided on how the data collected from the project will be utilized for future programming, partnerships, and/or funding. 	The applicant does not provide, or vaguely describes, a plan of action with limited qualitative and/or quantitative assessment(s). The plan includes poorly defined data reporting mechanisms and/or a narrative. • Evaluation measures and methods are not clear; the applicant vaguely defines how they envision success. • Evaluation is not in alignment with the SMART goals of the project. • Evaluation is not in alignment with identified performance measure(s). • An explanation is not provided on how the data collected from the project will be utilized.
Applicant Capacity and Infrastructure to Execute Proposal (10 points)	The applicant includes examples that demonstrate that the human resource allocation to this project is appropriate (internal staff expertise, use of external consultants, advisory committee, etc.). The applicant demonstrates reliability for this kind of work (strength, a history or track record of achievements, related mission, and letters of support)	The applicant does not include examples that demonstrate the human resource allocation to this project is appropriate (internal staff expertise, use of external consultants, advisory committee, etc.). The applicant is limited in its ability to demonstrate reliability for this kind of work (strength, a history or track record of achievements, related mission, and letters of support)
Organization Sustainability (10 Points)	The applicant demonstrates that it has a current Strategic Plan. The applicant demonstrates strong Board engagement, governance, and fundraising support.	The applicant does not sufficiently demonstrate that it has a current Strategic Plan. The proposed program is not identified in the current Strategic Plan and the applicant organization has limited Board engagement, governance, and fundraising support.

Budget (10 points)	 The budget is specific and reasonable, and all items align with the described project. The proposed budget is accurate, cost-effective, and linked to activities and outcomes. There are no unexplained amounts. The overall significance of the project, including the relationship between benefits and/or participants to the programmatic costs are reasonable. All line items are identified clearly in the budget narrative. The budget shows committed, in-kind, or other funds that have been identified, secured, and in place to support the project. 	 The budget is not specific and/or reasonable, and the items are poorly aligned with the described project. The budget is included in the application but seems incomplete or not reflective of actual costs. There are unexplained amounts. The overall significance of the project, including the relationship between benefits and/or participants to the programmatic costs are not reasonable. Line items are not clearly defined in the budget narrative. The budget does not show committed, in-kind, or other funds that have been identified, secured, and in place to support the project.
Key Partners / Collaboration (10 points)	The proposal demonstrates a collaborative process that includes multiple community partners involved in planning and implementation, with contributions from collaborators articulated in detail via letters of support and/or memorandums of understanding.	The proposal does not demonstrate a collaborative process and it does not involve multiple community partners in planning and implementation. Potential for collaboration exists but is not articulated.
	Fiscal Review	
Fiduciary Compliance (10 Points)	The applicant demonstrates a financial history that shows a continuous cycle of fiduciary responsibility of the Board through unmodified audited financial statements produced in a timely fashion, positive cash flow at the end of each fiscal year, asset ratio meets required debt load, and the Board reviews financial statements regularly.	The applicant does not demonstrate a financial history that shows a continuous cycle of fiduciary responsibility of the Board through audited financial statements. Positive cash flow at the end of each fiscal year is not consistent. and the Board does not review financials regularly.

Funding sources for operations and programs are from multiple sources and are driven by a strategic plan for stability for both short- and long-term growth. Fund development and/or business plan is in place to identify future sources of funding. The requested grant amount is reasonable in comparison to the overall organizational budget. Source of funds for operations and programs are from limited sources and are not driven by a strategic plan. There is no plan for stability in place currently, including a fund development plan and/or business plan. The requested grant amount is unreasonable in comparison to the overall organizational operating budget.

Total Score: _	/ 100	Recommendation:
		☐ Fully Fund
		☐ Partially Fund – Possible restrictions/conditions
		□ No Funding

DESERT HEALTHCARE DISTRICT **OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE** June 30, 2022 **TWELVE MONTHS ENDING JUNE 30, 2022** 6/30/2021 Current Yr **Total Paid Prior Yrs** Total Paid Current Yr Approved Open July-June BALANCE Grant ID Nos. Name Grants - Prior Yrs Bal Fwd 2021-2022 July-June 2014-MOU-BOD-11/21/13 10,000,000 \$ 6,660,000 \$ 4.990.000 Memo of Understanding CVAG CV Link Support 1.670.000 700,000 148,750 148,750 2019-994-BOD-05-28-19 One Future Coachella Valley - Mental Health College & Career Pathway Development - 2 Yrs. \$ Olive Crest Treatment Center - General Support for Mental Health Services - 1 Yr. 50,000 5,000 2020-1085-BOD-05-26-20 \$ 5,000 Desert Cancer Foundation - Patient Assistance Program - 1 Yr. \$ 150,000 \$ 15,000 15 000 2020-1057-BOD-05-26-20 \$ 3,310 \$ 2020-1139-BOD-09-22-20 CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr. 50,000 \$ 5,000 1,690 Unexpended funds Grant #1139 (1,690 2020-1135-BOD-11-24-20 Hope Through Housing Foundation - Family Resilience - 1 Yr. \$ 20,000 \$ 2,000 1,098 902 (902)Unexpended funds Grant #1135 2020-1149-BOD-12-15-20 Voices for Children - Court Appointed Special Advocate Program - 1 Yr. \$ 40,000 22,000 22,000 2021-1136-BOD-01-26-21 Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr. \$ 119,432 65,688 53,744 11,944 2021-1147-BOD-01-26-21 Alzheimer's Association - Critical Program Support - 1 Yr. \$ 33,264 18,295 18.295 60,022 2021-1162-BOD-01-26-21 Joslyn Center - Wellness Center Program Support - 1 Yr. \$ 109,130 60,022 2021-1170-BOD-02-23-21 Jewish Family Services - Mental Health Counseling for Underserved Residents - 1 Yr. 80,000 44,000 44,000 115,998 2021-1141-BOD-03-23-21 Martha's Village & Kitchen - Homeless Housing With Wrap Around Services - 1 Yr. \$ 210,905 \$ 115,998 2021-1171-BOD-03-23-21 Blood Bank of San Bernardino/Riverside Counties - Bloodmobiles for Coachella Valley - 18 Months 150,000 \$ 82.500 67.500 15,000 2021-1174-BOD-03-23-21 100,000 \$ 55,000 55,000 Mizell Center - Geriatric Case Management Program 1 Yr. \$ 2021-1266-BOD-04-27-21 Galilee Center - Our Lady of Guadalupe Shelter - 1 Yr. \$ 150,000 \$ 82,500 67,500 15,000 Lift To Rise - United Lift Rental Assistance 2021 - 8 Months 300,000 \$ 210,000 180,000 2021-1277-BOD-04-27-21 30,000 2021-1280-BOD-05-25-21 Desert AIDS Project - DAP Health Expands Access to Healthcare - 1Yr. \$ 100.000 \$ 55.000 45.000 10.000 Carry over of remaining Fiscal Year 2020/2021 Funds* 2021-21-02-BOD-06-22-21 \$ 1,854,873 \$ 1,854,873 1.854.873 69.342 84,752 154,094 2021-1296-BOD-11-23-21 Coachella Valley Volunteers In Medicine - Improving Access to Healthcare Services - 1 Yr. 67,500 2021-1289-BOD-12-21-21 Desert Cancer Foundation - Patient Assistance Program - 1 Yr. 150,000 82,500 2022-1301-BOD-01-25-22 UCR Regents - Community Based Interventions to Mitigate Psychological Trauma - 1 Yr. \$ 113,514 51,081 62,433 Vision To Learn - Palm Springs, Desert Sands, and Coachella Valley School Districts 1 Yr. 50,000 27,500 2022-1302-BOD-01-25-22 22,500 2022-1303-BOD-01-25-22 CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr. 54,056 24,325 29,731 2022-1306-BOD-02-22-22 Olive Crest Treatment Center - General Support for Mental Health Services - 1 Yr. 123,451 55,553 67,898 2022-1311-BOD-04-26-22 Desert Arc - Healthcare for Adults with Disabilities Project Employment of Nurses - 1 Yr. 102,741 46.233 56,508 2022-1313-BOD-04-26-22 Angel View - Improving Access to Primary and Specialty Care Services for Children With Disabilities 1 Yr. 76,790 34,555 42,235 \$ 60,000 60,000 2022-1314-BOD-05-24-22 Voices for Children - Court Appointed Special Advocate Program - 1 Yr. 2022-1325-BOD-06-28-22 Vision Y Compromiso - CVEC Unrestricted Grant Funds - 2 Yrs. 150,000 \$ 150,000 2022-1327-BOD-06-28-22 Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs. 50,000 50,000 2022-1328-BOD-06-28-22 El Sol - Expanding Access to Educational Resources for Promotores - 2 Yrs. 150,000 150,000 2022-1331-BOD-06-28-22 Pueblo Unido - Improving Access to Behavioral Health Education and Prevention Services - 2 Yrs. 50,000 50,000 2022-0965-BOD-06-28-22 Desert Healthcare Foundation - Behavioral Health Initiative Expansion - 3 Yrs. \$ 2,000,000 \$ 2,000,000 2022-22-15-BOD-06-28-22 Carry over of remaining Fiscal Year 2021/2022 Funds* \$ 2,566,566 \$ 2,566,566 \$ TOTAL GRANTS 14,217,604 \$ 9,501,626 \$ 5,851,212 \$ 4.427.089 \$ 371,089 \$ 10,552,067 Amts available/remaining for Grant/Programs - FY 2021-22: 4,000,000 Amount budgeted 2021-2022 G/L Balance: 6/30/2022 Amount granted through June 30, 2022: \$ (5,851,212 2131 \$ 7,032,067 1293; 1294; 1317 2281 \$ 3,520,000 (15,000 Financial Audits of Non-Profits; Organizational Assessments (4.000 Net adj - Grants not used: FY20-21 Funds, 1124, 1135, 1139, FY 21-22 Funds 4,436,778 \$ 10,552,067 Total \$ Matching external grant contributions 2,566,566 Balance available for Grants/Programs * Value listed in Total Paid column reflects funds granted from carryover funds. Actual grant payments will be reflected under the respective grant.



DESERT HEALTHCARE DISTRICT & FOUNDATION

Date: July 12, 2022

To: Program Committee

Subject: Grant Applications and RFP Proposals Submitted and Under Review

Staff Recommendation: Information only.

Grant Applications: The following grant applications have been submitted and under review by the grants team and are pending proposal conferences.

Recommendations/suggested decisions will be brought forward to the September Program Committee for possible action:

- 1. #1318 Riverside County Latino Commission on Alcohol and Drug Abuse Services, Inc. \$619,934 *Healthy Minds, Healthy, Lives Mente Sanas Visas Sanas*. Funds will be used to address Goal 3 of the DHCD Strategic Plan and used for salaries of mental health professionals; promotoras, case managers, legal counsel, program administrator/supervisor.
 - a. Status: a second proposal conference is scheduled for 7/11 to review revised application that reflects the removal of services to Blythe.
- 2. #1321 Theresa Mike Scholarship Foundation \$5,000 mini grant to financially assist District students, through scholarships, that are pursuing a higher education in the medical field.
 - a. Status: Proposal conference scheduled for 7/13
- 3. #1323 Alianza Nacional De Campesinas Inc \$5,000 mini grant to used towards equipment rentals, logistical overhead and basic supply needs that are required to sustain their food distribution to Coachella Valley farmworker families.
 - a. Status: Proposal conference scheduled for 7/11.
- 4. #1322 Hanson House Foundation \$5,000 mini grant to be used to subsidize lodging for the families of trauma patients and cancer patients who reside in or near the Coachella Valley and are on a fixed income.
 - a. Status: Proposal conference scheduled for 7/13
- 5. #1353 Vision Y Compromiso \$90,000 bridge grant for 3 months to avoid a gap in services and continue COVID-19 prevention and mitigation education in the Coachella Valley while waiting for approval of additional funds from a DHCD/CVEC submitted grant application to the County of Riverside Public Health.
- 6. #1350 JFK Memorial Foundation \$57,541 *Behavioral Health Awareness and Education Program.* Use of District funds personnel costs and office supplies for the Certified SafeCare Providers program.
- 7. #1352 Dr. Carreon Foundation \$5,000 mini grant for scholarships to students majoring in the healthcare field. 157 of 174

<u>RFP Proposals:</u> IMPROVING ACCESS TO BEHAVIORAL HEALTH EDUCATION AND PREVENTION SERVICES TO CHILDREN (0-18 YEARS) AND THEIR FAMILIES

1. Status: 5 proposals that met the parameters of the RFP are on the July 14th Program Committee for consideration to approve.

Fiscal Impact: Grant funds, when and if approved, would be allocated from FY 22/23 Grant Budget



Date: 7/12/2022

To: Program Committee - District

Subject: Progress and Final Grant Reports 6/1/2022 – 6/30/2022

The following progress and final grant reports are included in this staff report:

Lift To Rise #1277

Grant term: 5/1/2021 – 12/31/2021 Original Approved Amount: \$300,000

Final report covering the time period from: 5/1/2021 – 12/31/2021

Lift To Rise, Grant#: 1277

United Lift Rental Assistance 2021

Strategic Area: Economic Protection, Recovery, and Food Security

Reporting Period: 5/1/2021 - 12/31/2021

Heather Vaikon
Tel: (760) 278-1899
heather@lifttorise.org

Grant Information

Grant Amount: \$300,000 **Paid to date:** \$270,000

Balance: \$30,000

Proposed Goals and Evaluation

The specific benefits or measurable impact to be achieved by: (12/31/2021)

Evaluation Plan:

This program will provide a critical resource to households and a critical opportunity to learn about the efficacy of emergency aid programs that are in response to economic downturns and natural disasters. Specifically, evaluating this emergency aid program will be able to do the following:

- Provide important insights into a stronger understanding of the benefits and costs of emergency aid in economic downturns
- Provide insights into and strengthen the design of future programs to assess the role of eligibility criteria in providing effective emergency aid
- Provide insights into multiple outcomes for impacted households ("doubling up", eviction, homelessness, food insecurity, health care, childcare)
- Provide insights into how landlords are impacted by the relief to tenants, including how these benefits to households are distributed to a variety of corporate and small business landlords

We will conduct a one-year evaluation to answer critical questions on the efficacy of this emergency aid program and on its impacts. The evaluation will have three main components. First, initial analysis of the applicant pool will provide insights into the representativeness of the sample of low income renters that applied to the program and received assistance. This initial analysis can highlight how well the program is targeting

the sample of households most at risk of eviction and identify populations that the eligibility criteria excluded. Second, we will conduct two surveys of households over the year to determine how the receipt of rental assistance impacts households in Riverside County. Lastly, we will conduct qualitative interviews with select landlords to further generate qualitative insights into the impact of rental assistance programs on the broader rental market in Riverside County. A final report would be generated and delivered to the County of Riverside. A final report will be generated and delivered to the County, summarizing the research conducted and findings that emerged from the one-year study. A mid-term report will also provide a basic summary of the characteristics of the funded households based on the intake forms, and a summary of the project status, including survey protocols that have been developed.

Outcomes that will be tracked will include:

- The rate of "doubling-up"
- Residential mobility
- Eviction
- Homelessness
- Food insecurity
- Household budgeting
- Participation in other social service programs
- · Mental and physical health; and
- Stress

Goal #1:

Goal #1: Total Households Served

By September 2021, a total of 4,500 qualified renter households (in the Lift to Rise geographic catchment) will have received rental assistance and utility assistance under the United Lift Rental Assistance program.

Evaluation of goal #1:

Detailed plan of action for evaluation that monitors and tracks the progress of Goal #1

Service Delivery Outcomes (a full evaluation plan below):

of Households Served: Number of qualified renter households served

- % Approval Rate: number of renter households approved and served divided by total number of completed applications
- \$ Total Funds Disbursed: Total funds of rental assistance payment funding spent or appropriated.
- \$ Average Combined Payment: Average of Rental assistance + utility assistance

payments.

- \$ Average Rental Assistance PAYMENT: Average of all rental assistance payments.
- \$ Average Utility Assistance payment: Average of all utility assistance payments.

Goal #2:

Goal #2: Robust Valley-Wide Outreach

Conduct robust outreach that attracts a minimum of 6,500 applicants throughout our service region – especially in hard-to-reach areas that are difficult to access during the period of this project.

Evaluation of goal #2:

Outreach Effort Outcomes

of households reached

of households that apply

Mid-Point evaluations: That monitor the progress towards our goal.

% of regional representation that comports with need

Proposed number of District residents to be served:

Total: 4,500

Proposed geographic area(s) served:

Cathedral City

Coachella

Desert Hot Springs

Indio

Indian Wells

La Quinta

Mecca

North Shore

Oasis

Palm Desert

Final Progress:

Final Outcomes on Goals and Evaluation

Program/project final accomplishment(s) in comparison to the proposed goal(s) and evaluation plan.

Lift to Rise has already exceeded its goals for this grant. Below is a detail of our activities that contributed to this success

Goal #1:

Goal #1: By September 2021, a total of 4,500 qualified renter households in the Lift to Rise geographic catchment) will have received rental and utility assistance under the United Lift Rental Assistance Program.

Lift to Rise has approved \$30,737,422.03 in rental and utilities assistance to 3,603 households. The total amount of rental assistance disbursed was \$27,971,458.38. A total of 7,186 applications were received with a 74% approval rating.

Of these households, the average combined (rental and utilities) allocation was \$8,531.06. The average rental payment was \$7,447.14 per household. The average utility payment was \$1,326.79 per household.

Evaluation of goal #1:

Our ability to exceed our stated goal was due in large part to our ability to hire enough staff that could be deployed to communities or available by phone or office visit. This funding was integral in our ability to hire, train, and retain adequate staff. We would not have been able to reach this level of impact without that support

Goal #2:

Goal #2: Robust Valley-Wide Outreach: Conduct robust outreach that attracts a minimum of 6,500 applicants throughout our service region – especially in hard-to-reach areas that are difficult to access during the period of this project.

Progress: We continue to execute our marketing strategies, which combine traditional marketing, community outreach efforts, and follow ups with previously engaged clients that contributed to our success in working towards our volume goals for the project. Activities included:

- -About three-dozen pop-up application events in communities around the valley since March 2021, plus 12 pop-ups at rental properties where residents could apply on site.
- -Paid digital ads & billboards located across the valley in June 2021
- -Flyering at community events, including back to school events, vaccine drives

and other events reaching out to residents

- -250,000 visitors to UnitedLift.org between July 1 and December 31, with about 64% of visitors directly heading to the site indicating a strong awareness and interest in the program that has spread throughout the community.
- -Google Ads campaign launched in July 2021 has generated approximately 6,800 hits to UnitedLift.org
- -Facebook & Instagram ads ran from June 7 to June 21 reached 55,000 people.

UnitedLift applicants found out about the program through the following mechanisms:

- 29% Word of mouth from landlord
- 25% Word of mouth from family member or friend
- 17% From the news/social media
- 11% Some other way
- 11% From a local community org
- 6% Referral from a local legal aid group
- 1% From a local elected official
- 11% From local community organization/event

District Region (Click "All District Area" box) *We'll use the communities listed in our original application – which is the Coachella Valley

During this period, United Lift served 3,603 households representing approximately 9.000 individual residents

Evaluation of goal #2:

Funding that supported our marketing and outreach worked in tandem with our staff efforts to ensure that local renters had numerous opportunities to access information about United Lift and engage in the rental assistance process.

Our external efforts included staff going directly into communities - often in the hardest to reach locations - to provide information one-on-one with residents. Word of mouth also played a significant role in reaching these communities, as families and neighbors regularly shared information about United Lift among each other.

In addition, the multi-dimensional marketing & communications efforts helped reach a

broader audience. Our team were key in this area as well, as they were the frontline office professionals taking calls, greeting office visitors, replying to social media posts, and providing administrative updates to applicants.

Both of these focuses were important to facilitate broad reach - they needed to work in tandem to be effective and they were.

Final number of District residents served:

Total: 9,000

Final geographic area(s) served:

Please answer the following questions

1. Please describe any specific issues/barriers in meeting the proposed program/project goals:

There were no substantive challenges or barriers related to this project during this period. In fact, funding from DHCD helped remove a significant barrier of understaffing.

- 2. Please describe any unexpected successes other than those originally plannedWe were thrilled to work with our partners in Riverside County and SoCal United Way to successfully administer this program, which has become a national model for successfully administering government assistance to those in need both efficiently and effectively. At a time when many other regions were struggling to
- 3. After the initial investment by the DHCD how will the program/project be financially sustained?
 - 1. List five things to be done differently if this project/program were to be implemented again
 - 1. While very successful, we realized during the process that simply accessing people wasn't enough. We had to consider the volume of applicants we could manage at each time even with the enhanced staff effort this grant provided. We were able to recognize this earlier and adjust, but if we were starting this effort now we would know to consider the pace of outreach vs. our capacity to manage the volume effectively.
 - 2. Emergency rental assistance really highlighted how vulnerable Coachella Valley resident's are. Literally, one emergency is all it would take for many people

to lose their housing permanently. While we're thrilled to have provided these emergency resources to our neighbors in need, we are advocating that funders focus on permanent solutions that confront the systemic issues contributing to housing insecurity, like our Housing Catalyst Fund that offers low-rate capital to spur more affordable housing development and build the stock of affordable choices for residents.

Otherwise, the process was very seamless.

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Date: July 7, 2022

DHCD Progress Report #2022-2 for reporting period April 1, 2022 to June 30, 2022

Grantee: Coachella Valley Association of Governments (CVAG)

Project Title: CV Link Project

Project Manager/ Contact: Jonathan Hoy, CVAG Director of Transportation (jhoy@cvag.org) or Erica

Felci, Assistant Executive Director (efelci@cvag.org)

1. Provide a brief summary of the organization and the objectives of the project.

The Coachella Valley Association of Governments (CVAG) is a regional Joint Powers Authority that serves the nine cities, the County of Riverside, and four Indian Tribes within the Coachella Valley. CVAG's jurisdiction stretches across eastern Riverside County, and its membership includes the City of Blythe on the California-Arizona border.

CV Link is an alternative transportation corridor that runs generally along the levee of the Whitewater River that will ultimately stretch from the northwest corner of the CVAG area (Desert Hot Springs) to the southeast corner (the Salton Sea). The core project will generally stretch from the City of Palm Springs to the City of Coachella. The project approved under the Final Environmental Impact Report is more than 40 miles but does not extend through the Cities of Rancho Mirage or Indian Wells. It will provide significant environmental, health, and economic benefits to generations of current and future residents and visitors. CV Link will connect users to employment centers, shopping centers, schools, and recreational opportunities. Dual paths are planned to accommodate bicycles, low-speed electric vehicles and pedestrians. This alternative transportation corridor will enable healthier lifestyles, spur economic innovation, and make the Coachella Valley a more sustainable and appealing place to live, work and play.

2. Summarize work completed during reporting period.

This could likely be summarized in one word: construction. But such short answers wouldn't make for as enjoyable of reading.

Incredible progress was made this quarter as part of the nearly \$53 million construction contract that has been awarded to Ames Construction. Work is well under way in the cities of Palm Springs, Indio and La Quinta. This work includes work at Promontory Point, which is a large access point

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for CV Link at the border of the cities of La Quinta and Indio. Continuation of the bridge work and progress of the adjacent path continued through this quarter, with more than 70 concrete trucks per day being utilized at the construction site. Substantial work has also been done at the undercrossings along the route, including at Monroe, Jackson, Miles and Jefferson. That work will continue into the third quarter, with both CV Link color markings and lighting installation on the horizon.

In the City of Palm Springs, work is progressing along the Tahquitz Creek segment, which broke ground in March 2022. This work connects seamlessly to a nearly mile-long stretch of CV Link that was already completed along the Tahquitz Creek Golf Course. Additional work is underway at the Palm Springs Visitors Center, where a CV Link access point is being constructed.

Below are some photos of the progress. CVAG staff would like to extend application not only to the District for its continued support, but also to the cities and the residents as they patiently endure the intermittent lane closures that have been necessary for this construction. Additionally, as part of the contract with Ames, work will also occur in the Cities of Coachella and Palm Desert. CVAG will notify the Board of any groundbreakings, which are expected this fall.









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As noted in previous reports, this construction is largely funded by the \$29.447 million in funds from the Active Transportation Program and State Transportation Improvement Program, which the California Transportation Commission (CTC) green lighted in 2020. CVAG is also drawing down its funding commitments, including those from the Desert Healthcare District/ Foundation and South Coast Air Quality Management District. The Congressional Budget Office has estimated that every dollar spent on infrastructure produced an economic benefit of up to \$2.20, and the U.S. Council of Economic Advisers has calculated that \$1 billion of transportation infrastructure investment supports 13,000 jobs for a year. Based on these calculations, the \$52.7 million investment will produce an economic benefit of over \$116 million, and support more than 685 jobs for a year.

In addition to the construction progress, CVAG staff has been working with its partners at Caltrans to prepare the next segment of work. A right of way certification has been submitted for another nearly four miles of CV Link that will extend across the tribal lands of the Cabazon Band of Cahuilla Indians and the Twenty-Nine Palms Band of Mission Indians. Once the certification is issued, CVAG will release a request for construction bids.

3. What challenges and opportunities have you encountered in accomplishing this portion of your Scope of Work?

Previous quarterly reports have noted the challenges that CVAG has had navigating the lengthy process of acquiring right-of-way. The right of way certification that CVAG filed with Caltrans in

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the second quarter is a sign of progress on this front and wouldn't have been possible without partnerships with the Bureau of Indian Affairs and agreements with the Tribal nations.

4. Is your project on schedule?

Yes. CVAG continues to make minor adjustments to the timing of building various parts of the project, in large part to maximize the time that sub-contractors are deployed on the project. CVAG also is also in constant coordination with the Coachella Valley Water District regarding the timing of work along the stormwater channel.

5. Provide an update on the financial report for the project.

CVAG has funding commitments from an array of sources, which is reflective of the broad support the project has. That includes:

State Active Transportation Program: \$21,692,000 **CVAG Transportation Funds:** \$20,000,000 State Transportation Improvement Program: \$18,655,000 South Coast Air Quality Mitigation District: \$18,800,000 Federal Congestion Mitigation and Air Quality: \$12,600,000 Desert Healthcare District: \$10,000,000 California Strategic Growth Council: \$1,000,000 Riverside County Parks: \$750,000

Bicycle Transportation Account Grant: \$748,500 (secured w/ Cathedral City)
Caltrans Environmental Justice Grant: \$291,000 (secured w/ Palm Desert)

6. Work planned for next reporting period:

In the third quarter of 2022, CVAG will achieve the following milestones:

- 1. Continue construction at Promontory Point access point, where a bridge connects the Cities of La Quinta and Indio, and the nearby pathway segments along the Coachella Valley Stormwater Channel.
- Continue construction of the various undercrossings, namely Monroe, Jackson, Miles and Jefferson. Work should also start at Fred Waring. This work involves significant amounts of grading and channel lining work in order to help improve connectivity and safety for CV Link users.
- 3. Continue on-street construction in the City of Palm Springs, primarily along the Tahquitz Creek route in the City.

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- 4. Mobilize crews in order to start additional segments already authorized as part of the \$53 million construction award, which will include future groundbreakings in the Cities of Coachella and Palm Desert.
- 5. Release a request for construction bids on the next segment of CV Link. As noted above, this nearly four mile stretch of CV Link will extends across the tribal lands of the Cabazon Band of Cahuilla Indians and the Twenty-Nine Palms Band of Mission Indians. It also serves as a critical connection between the work planned in the Cities of Indio and Coachella.

CVAG appreciates the continued support of this project. As always, CVAG welcomes input on any of these issues, as your feedback as a participatory partner in the project is important to our progress and the finalization of the right of way and construction of CV Link.

If District staff or Board members have any questions or need additional information about the project, Jonathan Hoy, Transportation Director can best be reached at (760) 238-1540 or at ihoy@cvag.org and Erica Felci, Assistant Executive Director, can be reached at (760) 534-1546 or at efelci@cvag.org.

2022 AMENDMENT TO THE CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT

The Employment Agreement dated June 11, 2019, between Desert Health District ("District") and Conrado E. Barzaga, M.D. ("Employee"), is hereby amended as follows:

- 1. The term of Employee's agreement in Section 2. is extended an additional year to end on July 31, 2025.
- 2. Employee's annual salary in Section 3. of \$239,295 is increased as follows:
 - a). A five percent (5%), cost of living adjustment and 3% Merit increase effective July 1, 2022, to a base salary of \$258,440.
 - b). A five percent (5%), cost of living adjustment effective January 1, 2023 to a base salary of \$271,360.
- 3. All other terms and conditions of the June 11, 2019, Chief Executive Officer Employment Agreement and are restated and shall remain in full force and effect.
- 4. The effective date of this Amendment is July 26, 2022.

"Employee":	"District":
By	By
Conrado E. Barzaga, M.D,	Karen Borja,
Chief Executive Officer	President, Board of Directors