



**DESERT HEALTHCARE DISTRICT
BOARD MEETING
Board of Directors
April 25, 2023
5:30 P.M.**

UC Riverside – Palm Desert
Building B – Rooms B114-B117
75080 Frank Sinatra Drive
Palm Desert, CA 92211

This meeting is handicapped-accessible

In lieu of attending the meeting in person, members of the public can participate by webinar using the following link:

<https://us02web.zoom.us/j/88671987917?pwd=T29iRktfDZIRDM3ITbmJDWkFiMnVMdz09>
Password: 355860

Members of the public can also participate by telephone, using the following dial in information:

(669) 900-6833 or Toll Free (833) 548-0282
Webinar ID: 886 7198 7917
Password: 355860

You may also email ahayles@dhcd.org with your public comment no later than 4 p.m., Tuesday, 04/25

Director Leticia De Lara – Virtual – 81879 Shady Court, Indio, 92201

<i>Page(s)</i>	AGENDA	<i>Item Type</i>
	<i>Any item on the agenda may result in Board Action</i>	
	A. CALL TO ORDER – President PerezGil Roll Call Director Barraza____Director De Lara____ Director Zendle, MD____Director Shorr____ Secretary Rogers, RN____ Vice-President Zavala, PsyD____President PerezGil	
	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 the 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.

- 1. BOARD MINUTES
 - 4-5 a. Special Meeting of the Board of Directors – March 07, 2023
 - 6-7 b. Special Meeting of the Board of Directors – March 27, 2023
 - 8-15 c. Board of Directors Meeting – March 28, 2023
- 2. FINANCIALS
 - 16-41 a. Approval of the March 2023 Financial Statements – F&A Approved April 12, 2023
- 3. AGREEMENTS
 - 42-43 a. Addendum #1 – Extension to 06/30/24 – Strategies 360, Inc.
- 4. LAS PALMAS MEDICAL PLAZA
 - 44-67 a. Lease Renewal – Aijaz Hashmi, M.D. – Suite 2W 105-106

F. DESERT HEALTHCARE DISTRICT CEO REPORT

– Conrado E. Bárzaga, MD, Chief Executive Officer

- 68-76 1. AB 869 – Hospitals: Seismic Safety Compliance Information
- 77-79 2. Riverside Local Agency Formation Commission (LAFCO) Information
Special District Member Elections Results – East and West County
- 3. Recertification – Association of California Healthcare Districts (ACHD) and California Special Districts Association (CSDA) Information
- 80-86 4. 75th Anniversary – History Book Release Launch – May 18 Information
- 87 5. Diversity, Equity, and Inclusion (DEI) Training – Activate Inclusion – Next Session May Information
- 88-91 6. CEO Community Engagements and Media Visibility Information

G. DESERT REGIONAL MEDICAL CENTER CEO REPORT

– Michele Finney, CEO

Information

H. DESERT REGIONAL MEDICAL CENTER GOVERNING BOARD MEETING

– Evett PerezGil, President and Les Zendle, MD, Director

Information



I. COMMITTEE MEETINGS

1. PROGRAM COMMITTEE – Chair/President Evett PerezGil, Vice-President Carmina Zavala, PsyD, and Director Leticia De Lara

- | | | |
|--------|--|-------------|
| 92-93 | a. Draft Meeting Minutes – April 11, 2023 | Information |
| 94-105 | b. Progress and Final Reports Update | Information |
| 106 | c. Grant applications and Request for Proposals Submitted and Under Review | Information |
| 107 | d. Grant Payment Schedule | Information |

2. FINANCE, LEGAL, ADMINISTRATION & REAL ESTATE COMMITTEE – Chair/Director Arthur Shorr, Vice-President Carmina Zavala, PsyD, and Director Leticia De Lara

- | | | |
|---------|---|-------------|
| 108-111 | a. Draft Meeting Minutes – April 12, 2023 | Information |
| 112-113 | b. Las Palmas Medical Plaza Common Area Maintenance (CAM) 2022 Reconciliation | Information |

J. OLD BUSINESS

- | | | |
|---------|---------------------------|-------------|
| 114-119 | 1. CV Link Q1 2023 Report | Information |
|---------|---------------------------|-------------|

K. LEGAL

L. IMMEDIATE ISSUES AND BOARD COMMENTS

M. ADJOURNMENT

The undersigned certifies that a copy of this agenda was posted in the front entrance to the Desert Healthcare District offices located at 1140 North Indian Canyon Drive, Palm Springs, California, and the front entrance of the Desert Healthcare District office located at the Regional Access Project Foundation, 41550 Eclectic Street, Suite G 100, Palm Desert California at least 72 hours prior to the meeting. If you have a disability which requires an 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

Andrea S. Hayles, Board Relations Officer



**DESERT HEALTHCARE DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 07, 2023**

Directors Present – Video Conference	District Staff Present – Video Conference	Absent
President Evett PerezGil Vice-President Carmina Zavala, PsyD Secretary Carole Rogers, RN Treasurer Arthur Shorr Director Les Zendle, MD Director Leticia De Lara, MPA	Conrado E. Bázquez, MD, CEO Chris Christensen, CAO <u>Legal Counsel</u> Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President PerezGil called the meeting to order at 5:00 p.m. The Clerk of the Board called the roll with all directors present.	
B. Pledge of Allegiance	President PerezGil led the Pledge of Allegiance.	
C. Approval of Agenda	President Borja asked for a motion to approve the agenda.	#23-09 MOTION WAS MADE by Director De Lara and seconded by Vice-President Zavala to approve the agenda. Motion passed unanimously. AYES – 7 President PerezGil, Vice-President Zavala, Secretary Rogers, Director Shorr, Director Zendle, Director De Lara, and Director Barraza NOES – 0 ABSENT – 0
D. Public Comment	There were no public comments.	
E. Convene to Closed Session of the Desert Healthcare District Board of Directors 1. PURSUANT TO GOVERNMENT CODE 32106. Report involving trade secrets pursuant to health & safety code section 32106–report will concern a proposed new program, facility, and service (discussion only, no action will be	President PerezGil asked for a motion to convene to closed session of the Board of Directors meeting.	#23-10 MOTION WAS MADE by Director De Lara and seconded by Vice-President Zavala to convene the Board to Closed Session pursuant to Government Code 54957. Motion passed unanimously. AYES – 7 President PerezGil, Vice-President Zavala, Secretary Rogers, Director Shorr, Director



**DESERT HEALTHCARE DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 07, 2023**

taken). Estimated date of disclosure: To Be Determined		Zendle, Director De Lara, and Director Barraza NOES – 0 ABSENT – 0
F. Reconvene to Open Session of the Desert Healthcare District Board of Directors	The Board reconvened to open session of the Board of Directors meeting.	
G. Report After Closed Session	Counsel Scott reported that the Board heard a report involving trade secrets pursuant to health & safety code section 32106 and took no action.	
H. Adjournment	President PerezGil adjourned the meeting at 7:28 p.m.	Audio recording available on the website at http://dhcd.org/Agendas-and-Documents

ATTEST: _____
 Carole Rogers, RN, Secretary
 Desert Healthcare District Board of Directors

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



**DESERT HEALTHCARE DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 27, 2023**

Directors Present	District Staff Present	Absent
President Evett PerezGil Vice-President Carmina Zavala, PsyD Director Les Zendle, MD Director Leticia De Lara, MPA Director Kimberly Barraza	Conrado E. Bázaga, MD, CEO Chris Christensen, CAO Donna Craig, Chief Program Officer Alejandro Espinoza, Chief of Community Engagement Jana Trew, Behavioral Health Senior Program Officer Will Dean, Communications and Marketing Director <u>Legal Counsel</u> Jeff Scott (virtual participation)	Secretary Carole Rogers, RN Treasurer Arthur Shorr

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President PerezGil called the meeting to order at 5:30 p.m. The Clerk of the Board called the roll with all directors present except Directors Rogers and Shorr.	
B. Pledge of Allegiance	President PerezGil led the Pledge of Allegiance.	
C. Approval of Agenda	President PerezGil asked for a motion to approve the agenda with the remote participation of Director De Lara for just cause due to emergency circumstances.	#23-12 MOTION WAS MADE by Director Zendle and seconded by Vice-President Zavala to approve the agenda and Director De Lara's virtual attendance. Motion passed unanimously. AYES – 5 President PerezGil, Vice-President Zavala, Director Zendle, Director De Lara, and Director Barraza NOES – 0 ABSENT – 2 Secretary Rogers and Director Shorr
D. Public Comment	There were no public comments.	
E. Market Analysis Presentation		



**DESERT HEALTHCARE DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING MINUTES
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March 27, 2023**

<p>1. Community Clinical and Social Needs Assessment – Presented by Huron Consulting Group, Inc.</p>	<p>Conrado E. Bárzaga, MD, CEO, described the background of the marketing analysis and introduced Vivek Shah and Martin Bloomenkranz, Huron Consulting Group.</p> <p>Mr. Shah and Bloomenkranz answered questions from the Board with requested follow-up on Loma Linda University Health-related to Strategic Plan Goal 2 and Primary Care and modifying Pediatrics before Mental and Behavioral Health.</p> <p>Vice-President Zavala exited the meeting at 7:07 p.m.</p>	
<p>F. Immediate Issues and Board Comments</p>	<p>There were no immediate issues and board comments.</p>	
<p>G. Adjournment</p>	<p>President PerezGil adjourned the meeting at 7:21 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>

ATTEST: _____
 Evett PerezGil, President
 Desert Healthcare District Board of Directors

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



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 28, 2023**

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

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	Vice-President Zavala called the meeting to order at 5:30 p.m. in the place of President PerezGil. The Clerk of the Board called the roll with all directors present except Director Rogers, RN, Director Shorr, and President PerezGil, who joined the meeting at 5:46 p.m.	
B. Pledge of Allegiance	Director Zendle led the pledge of allegiance.	
C. Approval of Agenda	Vice-President Zavala asked for a motion to approve the agenda with the remote participation of Director De Lara for just cause due to emergency circumstances.	#23-12 MOTION WAS MADE by Director Barraza and seconded by Director Zendle to approve the agenda with Director De Lara's virtual participation. Motion passed unanimously. AYES – 4 Vice-President Zavala, Director Zendle, Director De Lara, Director Barraza NOES – 0 ABSENT – 3 President PerezGil, Secretary Rogers, and Director

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Desert Healthcare District Meeting Minutes
March 28, 2023

DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 28, 2023

<p>D. Public Comment</p>	<p>There were no public comments.</p>	
<p>E. Consent Agenda</p> <p>1. BOARD MINUTES</p> <p> a. Board of Directors Meeting – February 28, 2023</p> <p>2. FINANCIALS</p> <p> a. Approval of the February 2023 Financial Statements – F&A Approved March 15, 2023</p> <p> b. Audit Firm Selection – FY23 Annual Audit</p> <p>3. AGREEMENTS</p> <p> a. Foundant Grant Lifecycle Manager Grant Management Software Platform</p> <p> b. California Consulting - Consulting Services Agreement - Addendum #1 – Time Extension to March 31, 2024</p> <p> c. INPRO Construction – Las Palmas Medical Plaza Maintenance Service Agreement – 1 Year Extension to April 30, 2024, and Increase from \$11,150 to \$11,485 per month</p> <p> d. Activate Inclusion – Diversity, Equity, Inclusion (DEI) consulting/training, leadership development, and coaching services – \$14,940</p> <p> e. NPO Centric consulting services agreement addendum through 09/30/23 for an additional 90-hours NTE \$27,000</p> <p>4. POLICIES</p> <p> a. Policy #BOD-03 – Appointment to Committees</p>	<p>Vice-President Zavala asked for a motion to approve the consent agenda with a minor modification to the February 28 meeting minutes.</p>	<p>#23-13 MOTION WAS MADE by Director Zendle and seconded by Director Barraza to approve the consent agenda with a minor modification to the February 28 meeting minutes.</p> <p>Motion passed unanimously.</p> <p>AYES – 4 Vice-President Zavala, Director Zendle, Director De Lara, Director Barraza</p> <p>NOES – 0</p> <p>ABSENT – 3 President PerezGil, Secretary Rogers, and Director Shorr</p>

DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
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March 28, 2023

<ul style="list-style-type: none"> b. Policy #BOD-06 – Filling a Vacancy on the Board c. Policy #BOD-07 – Board & Committee Meeting Agenda d. Policy #BOD-09 – Rules of Order for Board and Committee Meetings e. Policy #BOD-10 – Board Meeting Conduct f. Policy #OP-5 – Grant & Mini Grant Policy g. Policy #OP-06 – Delegating Minor Claims Settlement to the CEO h. Policy #OP-07 – Lease Compliance i. Policy #OP-08 – Strategic Plan j. Policy #OP-10 – Policies and Procedures - Bidding Regulations Governing Purchases of Supplies and Equipment, and Bidding for Public Works Contracts k. Policy #OP-13 – Sustainability Program <p>5. GRANTS</p> <ul style="list-style-type: none"> a. Coachella Valley Volunteers in Medicine (CVVIM) 4-month no-cost grant extension for Grant #1296 — Improving Access to Healthcare Services – Strategic Plan Goal #2: Proactively expand community access to primary and specialty care services – Strategy 2.4 Provide funding support to community organizations providing primary and specialty care via telehealth b. Grant #1377 Coachella Valley Journalism Foundation \$300,000 over 3 years to fund 		
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**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 28, 2023**

<p>2 Desert Sun and KESQ-TV reporters – declined</p>		
<p>F. Desert Healthcare District CEO Report</p> <ol style="list-style-type: none"> 1. Consideration to approve the Simpson Gumpertz & Heger (SGH) seismic proposal in preparations for the Riverside County Local Hazard Mitigation Plan – NTE \$45,000 plus reimbursable expenses 2. Desert Regional Medical Center Congratulatory Letter – DAP Health Steve Chase Humanitarian Award 3. Blue Zones Activate Palm Springs 4. Riverside Local Agency Formation Commission (LAFCO) Special District Member Elections Ballot – East and West County 	<p>Conrado Bázquez, MD, CEO, provided an overview of the background of Simpson Gumpertz & Heger (SGH) and phase 1 of the seismic retrofit assessment. The District is eligible to apply for funding and participate in the county-wide Local Hazard Mitigation Plan (LHMP) requiring the assistance of SGH.</p> <p>Dr. Bázquez, CEO, described the letter from Michelle Finney, CEO, Desert Regional Medical Center, on the District’s DAP Health Chase Humanitarian Award.</p> <p>Dr. Bázquez, CEO, provided an update on the Blue Zones Initiative describing the background and meeting of the Activate Palm Springs, including the next steps.</p> <p>The Board Relations described the Riverside Local Agency Formation Commission (LAFCO) special district member elections ballot for the East and West counties, the District’s</p>	<p>#23-14 MOTION WAS MADE by Director Zendle and seconded by Director Barraza to approve the SGH seismic proposal in preparations for the Riverside County Local Hazard Mitigation Plan – NTE \$45,000 plus reimbursable expenses Motion passed unanimously. AYES – 5 President PerezGil, Vice-President Zavala, Director Zendle, Director De Lara, and Director Barraza NOES – 0 ABSENT – 2 Secretary Rogers and Director Shorr</p>

**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
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March 28, 2023**

<p>5. A Night of Stars – Promotoras Recognition Event Update</p> <p>6. CEO Community Engagements and Media Visibility</p>	<p>nominee, and the upcoming results.</p> <p>Dr. Bárzaga, CEO, described the April 21 A Night of Stars promotoras recognition event, the Board’s approval of \$70k, and a request to raise funds and cover the additional costs of approximately \$35k associated with the recognition event, further detailing the funds raised to date of \$55k.</p> <p>Dr. Bárzaga, CEO, provided an overview of the community engagements and District media visibility, responding to questions from the Board on various activities.</p>	
<p>G. Desert Regional Medical Center CEO Report</p>	<p>Linda Evans, Chief Strategy Officer, Desert Care Network (DCN), provided the report in Michele Finney’s absence, highlighting the Survey Activity and People, Events, Marketing and PR, and several features on social media.</p>	
<p>H. Desert Regional Medical Center Governing Board</p>	<p>Director Zendle provided an overview of the March governing board meeting describing the graduate medical education presentation on the current residents, simulation center, and street medicine by Gemma Kim, MD, Chief Academic Officer, Designated Institutional Official, a presentation on labor resource management, including patient classification, staffing system, and staffing allocations by Scott Morey, RN, Chief Nursing Officer. The new</p>	

**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
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March 28, 2023**

	<p>graduate orientation provided by Charlie Edwards, RN, Director of Education, focused on targeting new nursing graduates and novice nurse onboarding, and the governing board reviewed the CDPH cases, improvement in the RN turnover, student loan repayment program, review of the medical staff appointments and reappointments, and the peer review activities.</p>	
<p>I. Committee Meetings –</p> <p>I.1. Board and Staff Communications and Policies Committee</p> <p>a. Draft Meeting Minutes – March 07, 2023</p> <p>b. Policy #OP-16 – CEO Discretionary Fund</p>	<p>President PerezGil inquired about any questions concerning the March Board and Staff Communications meeting minutes.</p> <p>There were no questions or comments.</p> <p>Director De Lara described the discussions for approving the increase in the CEO Discretionary Fund in the Board and Staff Communications and Policies Committee meeting, including the differences between the grant, mini-grants, and sponsorship activities, while ensuring that the CEO reports monthly expenses at the Board meeting in the CEO Report.</p>	<p>#23-15 MOTION WAS MADE by Director De Lara and seconded by Director Zendle to approve Policy #OP-16 – CEO Discretionary Fund. Motion passed unanimously. AYES – 5 President PerezGil, Vice-President Zavala, Director Zendle, Director De Lara, and Director Barraza NOES – 0 ABSENT – 2 Secretary Rogers and Director Shorr</p>

**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 28, 2023**

<p>I.2. Program Committee</p> <ul style="list-style-type: none"> a. Draft Meeting Minutes – March 14, 2023 b. Progress and Final Reports Update c. Grant applications and Request for Proposals Submitted and Under Review d. Grant Payment Schedule 	<p>President PerezGil inquired about any questions concerning the March Program Committee meeting minutes, progress and final reports update, grant applications and request for proposals submitted and under review, grant payment schedule.</p> <p>There were no questions or comments.</p>	
<p>I.3. Finance, Legal, Administration, & Real Estate Committee</p> <ul style="list-style-type: none"> a. Draft Meeting Minutes – March 15, 2023 b. Desert Regional Medical Center Updated Seismic Assessment Report provided by Simpson Gumpertz & Heger (SGH) c. Supplemental Valuation Engagement Agreement with VMG Health for Valuation Services 	<p>President PerezGil inquired about any questions concerning the March F&A Committee meeting minutes.</p> <p>There were no questions or comments.</p> <p>Chris Christensen, CAO, provided an overview of the Simpson Gumpertz & Heger (SGH) seismic assessment, which was delayed during the pandemic, further detailing the updated cost of \$222M for the seismic retrofit construction costs.</p> <p>Chris Christensen, CAO, also described the valuation engagement agreement with VMG Health and the need for updated reports requiring an additional \$20k, which is included in the FY23 budget.</p>	



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 28, 2023**

<p>I.4. Strategic Planning Committee</p> <p>a. Draft Meeting Minutes – March 20, 2023</p> <p>b. Grants Allocated to the Strategic Plan Goals</p> <p>c. 2022 Annual Report</p>	<p>President PerezGil inquired about any questions concerning the March Strategic Planning Committee meeting minutes.</p> <p>Dr. Bárzaga, CEO, provided an overview of the grants allocated to the strategic plan goals highlighting each strategy and the corresponding grant awards.</p>	
<p>J. Legal</p>	<p>Jeff Scott, Legal Counsel, provided a legal overview of AB 557, which would eliminate the January 2024 sunset on the provisions in the Brown Act that provides additional flexibility for local agencies to meet remotely during a state of emergency.</p>	
<p>K. Immediate Issues and Comments</p>		
<p>L. Adjournment</p>	<p>President PerezGil adjourned the meeting at 7:23 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>

ATTEST: _____
 Carmina Zavala, PsyD, Vice-President
 Desert Healthcare District Board of Directors

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

DESERT HEALTHCARE DISTRICT
MARCH 2023 FINANCIAL STATEMENTS
INDEX
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
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CEO Discretionary Fund Detail
Retirement Protection Plan Update
Grants Schedule

**DESERT HEALTHCARE DISTRICT
YEAR TO DATE VARIANCE ANALYSIS
ACTUAL VS BUDGET
NINE MONTHS ENDED MARCH 31, 2023**

Scope: \$25,000 Variance per Statement of Operations Summary				
Account	YTD		Over(Under)	Explanation
	Actual	Budget	Budget	
	4000 - Income	\$ 5,665,108	\$ 3,673,507	
4500 - LPMP	\$ 1,135,419	\$ 1,016,991	\$ 118,428	Higher rent revenue \$42k; higher CAM revenue \$76k
5000 - Direct Expenses	\$ 1,039,852	\$ 1,404,380	\$ (364,528)	Lower wage related expenses \$181k due to open positions; lower board expenses \$111k; lower education expense \$51k; lower health insurance expense \$30k; higher retirement expense \$9k
6000-General & Admin Expense	\$ 412,724	\$ 382,455	\$ 30,269	Higher meals and entertainment expense \$22k; higher insurance expense \$12k; lower supplies expense \$10k; higher bank and investment fees expense \$9k; higher dues and membership expense \$7k; lower staff mileage reimbursement expense \$5k; higher travel expense \$5k; lower personnel expense \$3k; lower various \$7k
6500 - Professional Fees Expense	\$ 899,381	\$ 801,171	\$ 98,210	Higher Professional Services expense \$102k; lower PR/Communications expense \$27k; higher legal expense \$23k
7000 - Grants Expense	\$ 640,355	\$ 2,999,997	\$ (2,359,642)	Budget of \$4 Million for fiscal year is amortized straight-line over 12-month fiscal year. As of March 31, 2023, there is \$3,359,644 remaining in the fiscal year grant budget.
Las Palmas Medical Plaza - Net	\$ 299,963	\$ 169,407	\$ 130,556	LPMP revenue higher \$118k; LPMP expenses lower \$12k

Desert Healthcare District
Profit & Loss Budget vs. Actual
July 2022 through March 2023

	MONTH			TOTAL		
	Mar 23	Budget	\$ Over Budget	Jul '22 - Mar 23	Budget	\$ Over Budget
Income						
4000 · Income	976,023	(32,261)	1,008,284	5,665,108	3,673,507	1,991,601
4500 · LPMP Income	112,478	112,999	(521)	1,135,419	1,016,991	118,428
4501 · Miscellaneous Income	0	0	0	4,500	4,500	0
Total Income	1,088,501	80,738	1,007,763	6,805,028	4,694,998	2,110,030
Expense						
5000 · Direct Expenses	179,626	151,920	27,706	1,039,852	1,404,380	(364,528)
6000 · General & Administrative Exp	65,234	42,495	22,739	412,724	382,455	30,269
6127 · Depreciation - Autos	3,287	3,750	(463)	13,148	33,750	(20,602)
6325 · CEO Discretionary Fund	5,500	8,333	(2,833)	30,846	24,997	5,849
6445 · LPMP Expenses	107,317	94,177	13,140	835,450	847,593	(12,143)
6500 · Professional Fees Expense	142,343	89,019	53,324	899,381	801,171	98,210
6700 · Trust Expenses	5,458	6,021	(563)	53,923	54,189	(266)
Total Expense Before Grants	508,765	395,715	113,050	3,285,324	3,548,535	(263,211)
7000 · Grants Expense	0	333,333	(333,333)	640,355	2,999,997	(2,359,642)
Net Income	579,736	(648,310)	1,228,046	2,879,349	(1,853,534)	4,732,883

Desert Healthcare District
Profit & Loss Budget vs. Actual
July 2022 through March 2023

	MONTH			TOTAL		
	Mar 23	Budget	\$ Over Budget	Jul '22 - Mar 23	Budget	\$ Over Budget
Income						
4000 · Income						
4010 · Property Tax Revenues	84,592	24,072	60,520	5,074,328	4,180,504	893,824
4200 · Interest Income						
4220 · Interest Income (FRF)	61,496	75,000	(13,504)	726,760	675,000	51,760
9999-1 · Unrealized gain(loss) on invest	827,935	(133,333)	961,268	(153,980)	(1,199,997)	1,046,017
Total 4200 · Interest Income	889,431	(58,333)	947,764	572,780	(524,997)	1,097,777
4300 · DHC Recoveries	2,000	2,000	0	18,000	18,000	0
Total 4000 · Income	976,023	(32,261)	1,008,284	5,665,108	3,673,507	1,991,601
4500 · LPMP Income	112,478	112,999	(521)	1,135,419	1,016,991	118,428
4501 · Miscellaneous Income	0	0	0	4,500	4,500	0
Total Income	1,088,501	80,738	1,007,763	6,805,028	4,694,998	2,110,030
Expense						
5000 · Direct Expenses						
5100 · Administration Expense						
5110 · Wages Expense	160,974	121,344	39,630	952,993	1,092,096	(139,103)
5111 · Allocation to LPMP - Payroll	(6,363)	(5,470)	(893)	(57,267)	(49,230)	(8,037)
5112 · Vacation/Sick/Holiday Expense	16,756	11,667	5,089	159,472	105,003	54,469
5114 · Allocation to Foundation	(28,475)	(27,936)	(539)	(253,041)	(251,424)	(1,617)
5119 · Allocation-FED FUNDS/CVHIP-DHCF	(35,416)	(13,823)	(21,593)	(203,634)	(124,407)	(79,227)
5120 · Payroll Tax Expense	14,202	9,633	4,569	79,115	86,697	(7,582)
5130 · Health Insurance Expense						
5131 · Premiums Expense	20,316	21,576	(1,260)	170,566	194,184	(23,618)
5135 · Reimb./Co-Payments Expense	2,247	1,950	297	10,844	17,550	(6,706)
Total 5130 · Health Insurance Expense	22,563	23,526	(963)	181,410	211,734	(30,324)
5140 · Workers Comp. Expense	196	399	(203)	4,089	3,591	498
5145 · Retirement Plan Expense	13,783	8,895	4,888	89,063	80,055	9,008
5160 · Education Expense	3,199	7,083	(3,884)	12,355	63,747	(51,392)
Total 5100 · Administration Expense	161,419	135,318	26,101	964,555	1,217,862	(253,307)
5200 · Board Expenses						
5210 · Healthcare Benefits Expense	13,652	1,096	12,556	42,751	46,964	(4,213)
5230 · Meeting Expense	1,600	2,667	(1,067)	8,082	24,003	(15,921)
5235 · Director Stipend Expense	2,536	3,465	(929)	21,237	31,185	(9,948)
5240 · Catering Expense	419	833	(414)	2,810	7,497	(4,687)
5250 · Mileage Reimbursement Expense	0	208	(208)	417	1,872	(1,455)
5270 · Election Fees Expense	0	8,333	(8,333)	0	74,997	(74,997)
Total 5200 · Board Expenses	18,207	16,602	1,605	75,297	186,518	(111,221)
Total 5000 · Direct Expenses	179,626	151,920	27,706	1,039,852	1,404,380	(364,528)

Desert Healthcare District
Profit & Loss Budget vs. Actual
July 2022 through March 2023

	MONTH			TOTAL		
	Mar 23	Budget	\$ Over Budget	Jul '22 - Mar 23	Budget	\$ Over Budget
6000 · General & Administrative Exp						
6110 · Payroll fees Expense	(362)	208	(570)	1,419	1,872	(453)
6120 · Bank and Investment Fees Exp	5,035	4,500	535	49,029	40,500	8,529
6125 · Depreciation Expense	1,847	1,167	680	12,336	10,503	1,833
6126 · Depreciation-Solar Parking lot	15,072	15,072	0	135,648	135,648	0
6130 · Dues and Membership Expense	10,649	4,159	6,490	44,764	37,431	7,333
6200 · Insurance Expense	3,929	2,667	1,262	35,561	24,003	11,558
6300 · Minor Equipment Expense	0	42	(42)	0	378	(378)
6305 · Auto Allowance & Mileage Exp	692	500	192	4,618	4,500	118
6306 · Staff- Auto Mileage reimb	187	625	(438)	523	5,625	(5,102)
6309 · Personnel Expense	449	375	74	449	3,375	(2,926)
6310 · Miscellaneous Expense	0	42	(42)	0	378	(378)
6311 · Cell Phone Expense	633	725	(92)	5,728	6,525	(797)
6312 · Wellness Park Expenses	0	83	(83)	0	747	(747)
6315 · Security Monitoring Expense	0	50	(50)	353	450	(97)
6340 · Postage Expense	0	333	(333)	1,492	2,997	(1,505)
6350 · Copier Rental/Fees Expense	377	500	(123)	3,646	4,500	(854)
6351 · Travel Expense	661	1,667	(1,006)	20,104	15,003	5,101
6352 · Meals & Entertainment Exp	11,637	875	10,762	29,618	7,875	21,743
6355 · Computer Services Expense	12,107	4,263	7,844	37,204	38,367	(1,163)
6360 · Supplies Expense	(86)	1,917	(2,003)	7,390	17,253	(9,863)
6380 · LAFCO Assessment Expense	205	208	(3)	1,845	1,872	(27)
6400 · East Valley Office	2,202	2,517	(315)	20,997	22,653	(1,656)
Total 6000 · General & Administrative Exp	65,234	42,495	22,739	412,724	382,455	30,269
6127 · Depreciation - Autos	3,287	3,750	(463)	13,148	33,750	(20,602)
6325 · CEO Discretionary Fund	5,500	8,333	(2,833)	30,846	24,997	5,849
6445 · LPMP Expenses	107,317	94,177	13,140	835,450	847,593	(12,143)
6500 · Professional Fees Expense						
6516 · Professional Services Expense	112,549	72,094	40,455	750,458	648,846	101,612
6520 · Annual Audit Fee Expense	1,458	1,458	0	13,122	13,122	0
6530 · PR/Communications/Website	4,396	5,467	(1,071)	22,678	49,203	(26,525)
6560 · Legal Expense	23,940	10,000	13,940	113,123	90,000	23,123
Total 6500 · Professional Fees Expense	142,343	89,019	53,324	899,381	801,171	98,210
6700 · Trust Expenses						
6720 · Pension Plans Expense						
6721 · Legal Expense	0	167	(167)	0	1,503	(1,503)
6725 · RPP Pension Expense	5,000	5,000	0	45,000	45,000	0
6728 · Pension Audit Fee Expense	458	854	(396)	8,923	7,686	1,237
Total 6700 · Trust Expenses	5,458	6,021	(563)	53,923	54,189	(266)
Total Expense Before Grants	508,765	395,715	113,050	3,285,324	3,548,535	(263,211)
7000 · Grants Expense						
7010 · Major Grant Awards Expense	0	333,333	(333,333)	640,355	2,999,997	(2,359,642)
Net Income	579,736	(648,310)	1,228,046	2,879,349	(1,853,534)	4,732,883

Las Palmas Medical Plaza
Profit & Loss Budget vs. Actual
July 2022 through March 2023

	MONTH			TOTAL		
	Mar 23	Budget	\$ Over Budget	Jul '22 - Mar 23	Budget	\$ Over Budget
Income						
4500 · LPMP Income						
4505 · Rental Income	80,770	80,018	752	762,720	720,162	42,558
4510 · CAM Income	31,708	32,898	(1,190)	372,699	296,082	76,617
4513 · Misc. Income	0	83	(83)	0	747	(747)
Total 4500 · LPMP Income	112,478	112,999	(521)	1,135,419	1,016,991	118,428
Expense						
6445 · LPMP Expenses						
6420 · Insurance Expense	4,338	3,125	1,213	39,042	28,125	10,917
6425 · Building - Depreciation Expense	24,455	27,441	(2,986)	220,095	246,969	(26,874)
6426 · Tenant Improvements -Dep Exp	16,959	16,667	292	152,631	150,003	2,628
6427 · HVAC Maintenance Expense	363	1,333	(970)	7,065	11,997	(4,932)
6428 · Roof Repairs Expense	0	208	(208)	0	1,872	(1,872)
6431 · Building -Interior Expense	0	625	(625)	2,900	5,625	(2,725)
6432 · Plumbing -Interior Expense	4,611	667	3,944	6,230	6,003	227
6433 · Plumbing -Exterior Expense	0	208	(208)	0	1,872	(1,872)
6434 · Allocation Internal Prop. Mgmt	6,363	5,470	893	57,267	49,230	8,037
6435 · Bank Charges	447	42	405	273	378	(105)
6437 · Utilities -Vacant Units Expense	0	183	(183)	(78)	1,647	(1,725)
6439 · Deferred Maintenance Repairs Ex	0	1,250	(1,250)	17,518	11,250	6,268
6440 · Professional Fees Expense	11,150	11,150	0	100,350	100,350	0
6441 · Legal Expense	0	83	(83)	0	747	(747)
6458 · Elevators - R & M Expense	1,776	1,000	776	8,483	9,000	(517)
6460 · Exterminating Service Expense	275	333	(58)	11,970	2,997	8,973
6463 · Landscaping Expense	4,483	750	3,733	5,843	6,750	(907)
6467 · Lighting Expense	0	500	(500)	0	4,500	(4,500)
6468 · General Maintenance Expense	1,230	83	1,147	1,230	747	483
6471 · Marketing-Advertising	6,071	1,250	4,821	7,546	11,250	(3,704)
6475 · Property Taxes Expense	6,250	6,500	(250)	56,250	58,500	(2,250)
6476 · Signage Expense	0	125	(125)	748	1,125	(377)
6480 · Rubbish Removal Medical Waste E	1,148	1,500	(352)	11,460	13,500	(2,040)
6481 · Rubbish Removal Expense	2,651	3,058	(407)	23,163	27,522	(4,359)
6482 · Utilities/Electricity/Exterior	567	625	(58)	4,815	5,625	(810)
6484 · Utilities - Water (Exterior)	582	625	(43)	6,937	5,625	1,312
6485 · Security Expenses	13,600	9,208	4,392	93,443	82,872	10,571
6490 · Miscellaneous Expense	0	167	(167)	275	1,503	(1,228)
Total 6445 · LPMP Expenses	107,319	94,176	13,143	835,456	847,584	(12,128)
Net Income	5,159	18,823	(13,664)	299,963	169,407	130,556

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of March 31, 2023

			Mar 31, 23	Mar 31, 22
ASSETS				
Current Assets				
Checking/Savings				
	1000	CHECKING CASH ACCOUNTS	4,543,293	1,467,143
	1100	INVESTMENT ACCOUNTS	61,606,180	62,871,286
Total Checking/Savings			66,149,473	64,338,429
Accounts Receivable				
	1201	Accounts Receivable	(5,845)	216,070
Total Accounts Receivable			(5,845)	216,070
Other Current Assets				
	1204.1	Rent Receivable-Deferred COVID	51,635	111,547
	1270	Prepaid Insurance -Ongoing	28,434	21,532
	1279	Pre-Paid Fees	34,513	13,332
Total Other Current Assets			114,582	146,411
Total Current Assets			66,258,210	64,700,910
Fixed Assets				
	1300	FIXED ASSETS	5,092,611	4,926,829
	1335-00	ACC DEPR	(2,542,775)	(2,314,875)
	1400	LPMP Assets	6,888,655	7,167,782
Total Fixed Assets			9,438,491	9,779,736
Other Assets				
	1700	OTHER ASSETS	3,494,745	3,927,720
TOTAL ASSETS			79,191,446	78,408,366

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of March 31, 2023

			Mar 31, 23	Mar 31, 22
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
		2000 · Accounts Payable	3,773	90,543
		2001 · LPMP Accounts Payable	30,824	6,475
		Total Accounts Payable	34,597	97,018
Other Current Liabilities				
		2002 · LPMP Property Taxes	(19,810)	(18,518)
		2003 · Prepaid Rents	0	2,499
		2131 · Grant Awards Payable	4,138,206	3,368,847
		2133 · Accrued Accounts Payable	199,550	139,550
		2141 · Accrued Vacation Time	104,184	78,316
		2188 · Current Portion - LTD	3,701	3,701
		2190 · Investment Fees Payable	14,386	14,625
		Total Other Current Liabilities	4,440,217	3,589,020
		Total Current Liabilities	4,474,814	3,686,038
Long Term Liabilities				
		2171 · RPP-Deferred Inflows-Resources	492,802	675,732
		2280 · Long-Term Disability	2,981	16,281
		2281 · Grants Payable - Long-term	3,520,000	4,990,000
		2290 · LPMP Security Deposits	63,033	61,028
		Total Long Term Liabilities	4,078,816	5,743,041
		Total Liabilities	8,553,630	9,429,079
Equity				
		3900 · *Retained Earnings	67,758,461	67,408,928
		Net Income	2,879,349	1,570,359
		Total Equity	70,637,810	68,979,287
TOTAL LIABILITIES & EQUITY			79,191,446	78,408,366

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of March 31, 2023

			Mar 31, 23	Mar 31, 22
ASSETS				
Current Assets				
Checking/Savings				
1000 · CHECKING CASH ACCOUNTS				
		1010 · Union Bank - Checking	0	49,585
		1012 · Union Bank Operating - 9356	4,091,382	1,332,102
		1046 · Las Palmas Medical Plaza	451,411	84,956
		1047 · Petty Cash	500	500
		Total 1000 · CHECKING CASH ACCOUNTS	4,543,293	1,467,143
1100 · INVESTMENT ACCOUNTS				
		1130 · Facility Replacement Fund	63,570,364	64,198,837
		1135 · Unrealized Gain(Loss) FRF	(1,964,184)	(1,327,551)
		Total 1100 · INVESTMENT ACCOUNTS	61,606,180	62,871,286
		Total Checking/Savings	66,149,473	64,338,429
Accounts Receivable				
		1201 · Accounts Receivable		
		1204 · LPMP Accounts Receivable	(4,427)	(25,314)
		1205 · Misc. Accounts Receivable	0	175,000
		1211 · A-R Foundation - Exp Allocation	(1,418)	66,384
		Total Accounts Receivable	(5,845)	216,070
Other Current Assets				
		1204.1 · Rent Receivable-Deferred COVID	51,635	111,547
		1270 · Prepaid Insurance -Ongoing	28,434	21,532
		1279 · Pre-Paid Fees	34,513	13,332
		Total Other Current Assets	114,582	146,411
		Total Current Assets	66,258,210	64,700,910
Fixed Assets				
1300 · FIXED ASSETS				
		1310 · Computer Equipment	94,651	91,275
		1320 · Furniture and Fixtures	50,846	33,254
		1321 · Mobile Medical Unit	197,214	59,500
		1322 · Tenant Improvement - RAP #G100	32,794	25,694
		1325 · Offsite Improvements	300,849	300,849
		1331 · DRMC - Parking lot	4,416,257	4,416,257
		Total 1300 · FIXED ASSETS	5,092,611	4,926,829

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of March 31, 2023

		Mar 31, 23	Mar 31, 22
	1335-00 · ACC DEPR		
	1335 · Accumulated Depreciation	(227,745)	(216,406)
	1337 · Accum Deprec- Solar Parking Lot	(2,095,179)	(1,914,315)
	1338 · Accum Deprec - LPMP Parking Lot	(206,703)	(184,154)
	1339 · Accum Deprec - Autos	(13,148)	0
	Total 1335-00 · ACC DEPR	(2,542,775)	(2,314,875)
	1400 · LPMP Assets		
	1401 · Building	8,705,680	8,705,680
	1402 · Land	2,165,300	2,165,300
	1403 · Tenant Improvements -New	2,273,476	2,271,406
	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	483,624	877,933
	1406 · Building Improvements - Other	2,153,527	1,582,543
	Total 1406 · Building Improvements	3,313,635	3,136,960
	1407 · Building Equipment Improvements	444,268	423,000
	1409 · Accumulated Depreciation		
	1410 · Accum. Depreciation	(8,077,590)	(7,810,154)
	1412 · T I Accumulated Dep.-New	(2,065,664)	(1,853,960)
	Total 1409 · Accumulated Depreciation	(10,143,254)	(9,664,114)
	Total 1400 · LPMP Assets	6,888,655	7,167,782
	Total Fixed Assets	9,438,491	9,779,736
	Other Assets		
	1700 · OTHER ASSETS		
	1731 · Wellness Park	1,693,800	1,693,800
	1740 · RPP-Deferred Outflows-Resources	836,699	494,388
	1742 · RPP - Net Pension Asset	964,246	1,739,532
	Total Other Assets	3,494,745	3,927,720
	TOTAL ASSETS	79,191,446	78,408,366

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of March 31, 2023

				Mar 31, 23	Mar 31, 22
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
2000 · Accounts Payable				3,773	90,543
2001 · LPMP Accounts Payable				30,824	6,475
Total Accounts Payable				34,597	97,018
Other Current Liabilities					
2002 · LPMP Property Taxes				(19,810)	(18,518)
2003 · Prepaid Rents				0	2,499
2131 · Grant Awards Payable				4,138,206	3,368,847
2133 · Accrued Accounts Payable				199,550	139,550
2141 · Accrued Vacation Time				104,184	78,316
2188 · Current Portion - LTD				3,701	3,701
2190 · Investment Fees Payable				14,386	14,625
Total Other Current Liabilities				4,440,217	3,589,020
Total Current Liabilities				4,474,814	3,686,038
Long Term Liabilities					
2171 · RPP-Deferred Inflows-Resources				492,802	675,732
2280 · Long-Term Disability				2,981	16,281
2281 · Grants Payable - Long-term				3,520,000	4,990,000
2290 · LPMP Security Deposits				63,033	61,028
Total Long Term Liabilities				4,078,816	5,743,041
Total Liabilities				8,553,630	9,429,079
Equity					
3900 · *Retained Earnings				67,758,461	67,408,928
Net Income				2,879,349	1,570,359
Total Equity				70,637,810	68,979,287
TOTAL LIABILITIES & EQUITY				79,191,446	78,408,366

Desert Healthcare District
A/R Aging Summary
As of March 31, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	COMMENT
Coachella Valley Volunteers in Medicine-	0	(3,264)	0	0	0	(3,264)	Prepaid
Derakhsh Fozouni, M.D.	0	3,626	0	0	0	3,626	Slowpay 2022 Excess CAM Fees
Desert Healthcare Foundation-	(1,418)	0	0	0	0	(1,418)	Due From Foundation
Desert Oasis Healthcare	(113)	(2,588)	0	0	0	(2,701)	Prepaid
EyeCare Services Partners Management LLC	0	3,983	0	0	0	3,983	Slowpay 2022 Excess CAM Fees
Global Premier Fertility	0	6,260	0	0	0	6,260	Paid in April
Laboratory Corporation of America	0	(5,522)	0	0	0	(5,522)	Prepaid
Pathway Pharmaceuticals, Inc.	0	1,532	0	0	0	1,532	Slowpay 2022 Excess CAM Fees
Peter Jamieson, M.D.	0	1,742	0	0	0	1,742	Slowpay 2022 Excess CAM Fees
Quest Diagnostics Incorporated	(187)	(4,154)	0	0	0	(4,341)	Prepaid
Steven Gundry, M.D.	0	(5,743)	0	0	0	(5,743)	Prepaid
TOTAL	(1,718)	(4,128)	0	0	0	(5,846)	

Desert Healthcare District
Deposit Detail
 March 2023

Type	Date	Name	Amount
Deposit	03/02/2023		2,000
		T-Mobile - Cell Tower Lease	(2,000)
TOTAL			(2,000)
Deposit	03/07/2023		231
		State Compensation Insurance Fund	(231)
TOTAL			(231)
Deposit	03/20/2023		77,605
		Riverside County Treasurer - Property Tax	(77,605)
TOTAL			(77,605)
Deposit	03/24/2023		6,987
		Riverside County Treasurer - Property Tax	(6,987)
TOTAL			(6,987)
Deposit	03/31/2023		189,652
Payment	03/31/2023	Desert Healthcare Foundation-	(189,652)
TOTAL			(189,652)
		TOTAL	276,475

DESERT HEALTHCARE DISTRICT										
PROPERTY TAX RECEIPTS FY 2022 - 2023										
RECEIPTS - NINE MONTHS ENDED MARCH 31, 2023										
	FY 2021-2022 Projected/Actual					FY 2022-2023 Projected/Actual				
	Budget %	Budget \$	Act %	Actual Receipts	Variance	Receipts %	Receipts \$	Act %	Actual Receipts	Variance
July	2.5%	\$ 182,825	2.2%	\$ 162,345	\$ (20,480)	0.0%	\$ -	0.0%	\$ 3,676	\$ 3,676
Aug	1.6%	\$ 117,008	0.2%	\$ 11,529	\$ (105,479)	0.0%	\$ -	2.2%	\$ 175,271	\$ 175,271
Sep	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%	\$ 3,382	\$ 3,382
Oct	2.6%	\$ 190,138	0.0%	\$ 130	\$ (190,008)	2.6%	\$ 208,624	0.0%	\$ -	\$ (208,624)
Nov	0.4%	\$ 29,252	2.5%	\$ 181,286	\$ 152,034	0.4%	\$ 32,096	2.5%	\$ 198,217	\$ 166,121
Dec	16.9%	\$ 1,235,897	18.3%	\$ 1,337,681	\$ 101,784	16.9%	\$ 1,356,056	18.2%	\$ 1,458,481	\$ 102,425
Jan	31.9%	\$ 2,332,847	37.8%	\$ 2,763,324	\$ 430,477	31.9%	\$ 2,559,656	40.6%	\$ 3,259,483	\$ 699,827
Feb	0.0%	\$ -	2.5%	\$ 180,240	\$ 180,240	0.0%	\$ -	0.6%	\$ 46,002	\$ 46,002
Mar	0.3%	\$ 21,939	0.5%	\$ 35,819	\$ 13,880	0.3%	\$ 24,072	1.1%	\$ 84,592	\$ 60,520
Apr	5.5%	\$ 402,215	6.1%	\$ 443,891	\$ 41,676	5.5%	\$ 441,320	0.0%		
May	19.9%	\$ 1,455,287	45.0%	\$ 3,288,706	\$ 1,833,419	19.9%	\$ 1,596,776	0.0%		
June	18.4%	\$ 1,345,592	0.7%	\$ 47,936	\$ (1,297,656)	22.5%	\$ 1,805,400	0.0%		
Total	100%	\$ 7,313,000	115.6%	\$ 8,452,887	\$ 1,139,887	100.00%	\$ 8,024,000	65.2%	\$ 5,229,104	\$ 1,048,600

**Las Palmas Medical Plaza
Deposit Detail - LPMP
March 2023**

Type	Date	Name	Amount
Deposit	03/03/2023		1,056
Payment	03/03/2023	Arthritis & Rheumatic Care Clinic, Inc	(1,056)
TOTAL			(1,056)
Deposit	03/07/2023		51,257
Payment	03/07/2023	EyeCare Services Partners Management LLC	(7,552)
Payment	03/07/2023	WestPac Labs, Inc.	(3,369)
Payment	03/07/2023	Ramy Awad, M.D.	(3,655)
Payment	03/07/2023	Ramy Awad, M.D.	(2,212)
Payment	03/07/2023	Peter Jamieson, M.D.	(3,410)
Payment	03/07/2023	Laboratory Corporation of America	(5,280)
Payment	03/07/2023	Laboratory Corporation of America	(3,168)
Payment	03/07/2023	Tenet HealthSystem Desert, Inc.	(18,881)
Payment	03/07/2023	Tenet HealthSystem Desert, Inc	(3,731)
TOTAL			(51,258)
Deposit	03/07/2023		32,404
Payment	03/06/2023	Cure Cardiovascular Consultants	(3,212)
Payment	03/06/2023	Cure Cardiovascular Consultants	(1,896)
Payment	03/06/2023	Palmtree Clinical Research	(7,595)
Payment	03/06/2023	Palmtree Clinical Research	(6,145)
Payment	03/06/2023	Aijaz Hashmi, M.D., Inc.	(3,101)
Payment	03/06/2023	Aijaz Hashmi, M.D., Inc.	(1,896)
Payment	03/06/2023	Brad A. Wolfson, M.D.	(3,699)
Payment	03/06/2023	Cohen Musch Thomas Medical Group	(4,862)
TOTAL			(32,406)
Deposit	03/09/2023		1,896
Payment	03/08/2023	Brad A. Wolfson, M.D.	(1,896)
TOTAL			(1,896)

**Las Palmas Medical Plaza
Deposit Detail - LPMP
March 2023**

Type	Date	Name	Amount
Deposit	03/10/2023		9,257
Payment	03/10/2023	Derakhsh Fozouni, M.D.	(6,414)
Payment	03/09/2023	Cohen Musch Thomas Medical Group	(2,843)
TOTAL			(9,257)
Deposit	03/13/2023		6,107
Payment	03/13/2023	Desert Family Medical Center	(3,976)
Payment	03/13/2023	Desert Family Medical Center	(2,131)
TOTAL			(6,107)
Deposit	03/14/2023		9,072
Payment	03/14/2023	Pathway Pharmaceuticals, Inc.	(2,522)
Payment	03/14/2023	Steven Gundry, M.D.	(3,181)
Payment	03/14/2023	Desert Regional Medical Center	(3,370)
TOTAL			(9,073)
Deposit	03/17/2023		47,862
Payment	03/17/2023	Desert Regional Medical Center	(5,803)
Payment	03/17/2023	Tenet HealthSystem Desert, Inc.	(34,336)
Payment	03/17/2023	Tenet HealthSystem Desert, Inc	(6,494)
Payment	03/17/2023	Desert Oasis Healthcare	(1,229)
TOTAL			(47,862)
Deposit	03/17/2023		500
Payment	03/16/2023	David Sweeney	(500)
TOTAL			(500)
Deposit	03/24/2023		4,154
Payment	03/24/2023	Quest Diagnostics Incorporated	(4,154)
TOTAL			(4,154)

**Las Palmas Medical Plaza
Deposit Detail - LPMP
March 2023**

Type	Date	Name	Amount
Deposit	03/28/2023		13,853
Payment	03/28/2023	Steven Gundry, M.D.	(5,743)
Payment	03/28/2023	Laboratory Corporation of America	(5,522)
Payment	03/28/2023	Desert Oasis Healthcare	(2,588)
TOTAL			(13,853)
Deposit	03/28/2023		3,264
Payment	03/28/2023	Coachella Valley Volunteers in Medicine-	(3,264)
TOTAL			(3,264)
Deposit	03/31/2023		113
Payment	03/31/2023	Desert Oasis Healthcare	(113)
TOTAL			(113)
Deposit	03/31/2023		2,638
Payment	03/31/2023	Quest Diagnostics Incorporated	(2,638)
TOTAL			(2,638)
		TOTAL	183,433

Desert Healthcare District
Check Register
As of March 31, 2023

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1012 - Union Bank Operating - 9356				
Bill Pmt -Check	03/01/2023	1528	So.Cal Computer Shop	(810)
Bill Pmt -Check	03/01/2023	1529	Underground Service Alert of Southern Cal	(4)
Liability Check	03/03/2023		QuickBooks Payroll Service	(57,059)
Bill Pmt -Check	03/07/2023	1530	California Consulting	(4,250)
Bill Pmt -Check	03/07/2023	1531	Desert Cancer Foundation - Grant Payment	(15,000)
Bill Pmt -Check	03/07/2023	1532	First Bankcard (Union Bank)	(402)
Bill Pmt -Check	03/07/2023	1533	Staples Credit Plan	(634)
Bill Pmt -Check	03/07/2023	1534	State Compensation Insurance Fund	(427)
Bill Pmt -Check	03/07/2023	1535	Carmina Zavala - Stipend	(662)
Bill Pmt -Check	03/07/2023	1536	Desert AIDS Project	(11,000)
Bill Pmt -Check	03/07/2023	1537	Palm Desert Chamber of Commerce	(300)
Bill Pmt -Check	03/07/2023	1538	Zendle, Les - Stipend	(221)
Bill Pmt -Check	03/07/2023	1539	Strategies 360, Inc.	(9,500)
Bill Pmt -Check	03/07/2023	1540	First Bankcard (Union Bank)	(1,598)
Bill Pmt -Check	03/07/2023	1541	Alejandro Espinoza Santacruz - Expense Reimbursement	(34)
Bill Pmt -Check	03/07/2023	1542	Organizacion en Ca. Lideres Campesinas - Grant Payment	(33,750)
Bill Pmt -Check	03/07/2023	1543	Pegasus Riding Academy - Grant Payment	(27,040)
Check	03/08/2023	Auto Pay	Calif. Public Employees'Retirement System	(17,726)
Bill Pmt -Check	03/09/2023	1545	Purchase Power	(201)
Bill Pmt -Check	03/09/2023	1546	Xerox Financial Services	(754)
Bill Pmt -Check	03/09/2023	1544 - VOID	Evet PerezGil	0
Bill Pmt -Check	03/14/2023	1547	AxiomPrint, Inc.	(44)
Bill Pmt -Check	03/14/2023	1548	Evet PerezGil - Stipend	(551)
Bill Pmt -Check	03/14/2023	1549	Mangus Accountancy Group, A.P.C.	(500)
Bill Pmt -Check	03/16/2023	1550	Grantmakers In Health	(3,325)
Bill Pmt -Check	03/16/2023	1551	OneFuture Coachella Valley	(5,000)
Bill Pmt -Check	03/16/2023	1552	Regional Access Project Foundation	(2,124)
Bill Pmt -Check	03/16/2023	1553	Steven Hollis - Consulting Services	(11,813)
Liability Check	03/17/2023		QuickBooks Payroll Service	(57,265)
Bill Pmt -Check	03/17/2023	1554	Family Service Association	(500)
Bill Pmt -Check	03/21/2023	1555	Desert AIDS Project - Grant Payment	(17,965)
Bill Pmt -Check	03/21/2023	1556	Galilee Center - Grant Payment	(22,500)
Bill Pmt -Check	03/21/2023	1557	Regional Access Project Foundation	(10)
Bill Pmt -Check	03/21/2023	1558	Spectrum (Time Warner)	(327)
Bill Pmt -Check	03/21/2023	1559	Huron Consulting Services, LLC	(95,950)
Bill Pmt -Check	03/21/2023	1560 - VOID	Desert AIDS Project	0
Bill Pmt -Check	03/21/2023	1561	Reynaldo J. Carreón M.D. Foundation - Grant Payment	(22,500)

Desert Healthcare District
Check Register
As of March 31, 2023

Type	Date	Num	Name	Amount
Bill Pmt -Check	03/21/2023	1562	TODEC Legal Center - Grant Payment	(22,500)
Bill Pmt -Check	03/21/2023	1563	Arthur Shorr - Medical Premium Reimbursement	(8,954)
Bill Pmt -Check	03/23/2023	1564	Frazier Pest Control, Inc.	(33)
Bill Pmt -Check	03/23/2023	1565	Vision y Compromiso - Grant Payment	(33,750)
Bill Pmt -Check	03/24/2023	1566	Clear Impact	(3,600)
Bill Pmt -Check	03/24/2023	1567 - VOID	Desert AIDS Project	0
Bill Pmt -Check	03/24/2023	1568	Evet PerezGil - Medical Premium Reimbursement	(3,476)
Bill Pmt -Check	03/24/2023	ACH 032723	Law Offices of Scott & Jackson	(23,911)
Bill Pmt -Check	03/28/2023	1569	Eric Taylor - Expense Reimbursement	(62)
Bill Pmt -Check	03/28/2023	1570	Principal Life Insurance Co.	(2,061)
Bill Pmt -Check	03/28/2023	1571	Purchase Power	(35)
Bill Pmt -Check	03/28/2023	1572	Ready Refresh	(50)
Bill Pmt -Check	03/28/2023	1573	Top Shop	(80)
Bill Pmt -Check	03/28/2023	1574	Verizon Wireless	(724)
Bill Pmt -Check	03/28/2023	1575	Andrea S. Hayles - Expense Reimbursement	(334)
Bill Pmt -Check	03/28/2023	1576	CoPower Employers' Benefits Alliance	(1,750)
Bill Pmt -Check	03/29/2023	1577	Desert AIDS Project - Grant Payment	(5,014)
Bill Pmt -Check	03/29/2023	1578	Southern California Grantmakers	(5,000)
Bill Pmt -Check	03/29/2023	1579	Visual Edge IT (Image Source)	(212)
Liability Check	03/31/2023		QuickBooks Payroll Service	(57,836)
Bill Pmt -Check	03/31/2023	1580	Evet PerezGil - Stipend	(662)
Bill Pmt -Check	03/31/2023	1581	LoopUp LLC	(24)
Bill Pmt -Check	03/31/2023	1582	Palms to Pines Printing	(4,215)
Bill Pmt -Check	03/31/2023	1583	Rogers, Carole - Stipend	(551)
Bill Pmt -Check	03/31/2023	1584	Foundant Technologies, Inc.	(23,500)
TOTAL				(620,080)

Desert Healthcare District						
Details for Credit Card Expenditures						
Credit card purchases - February 2023 - Paid March 2023						
Number of credit cards held by District personnel -2						
Credit Card Limit - \$25,000 - Conrado, \$20,000 - Chris						
Credit Card Holders:						
Conrado Bárzaga - Chief Executive Officer						
Chris Christensen - Chief Administration Officer						
Routine types of charges:						
Office Supplies, Dues for membership, Computer Supplies, Meals, Travel including airlines and Hotels, Catering, Supplies for BOD meetings, CEO Discretionary for small grant & gift items						
Statement						
Year	Month	Total Charges	Expense Type	Amount	Purpose	Description
		\$ 1,999.88				
Chris' Statement:						
2023	February	\$ 402.26	District			
			GL	Dollar	Description	
			6355	\$ 250.76	Zoom videoconference/webinar expense	
			6360	\$ 73.50	Nespresso - coffee for RAP office	
			6355	\$ 78.00	Microsoft Office subscription	
				\$ 402.26		
Conrado's Statement:						
2023	February	\$ 1,597.62	District			
			GL	Dollar	Description	
			5230	\$ 159.50	Palm Springs Black History Month 13th Annual Awards Gala - President PerezGil +1	
			6352	\$ 90.43	Daily Grill Meeting - Conrado Barzaga & Martha Garcia (COD)	
			5160	\$ 160.00	Palm Springs Chamber of Commerce Luncheon - Conrado Barzaga & Donna Craig	
			5230	\$ 195.22	Bloom In The Desert Spring Fling Bloom Fundraiser - President PerezGil & Director De Lara	
			5160	\$ 292.84	Bloom In The Desert Spring Fling Bloom Fundraiser - Donna Craig, Will Dean, & Andrea Hayles	
			5230	\$ 250.00	Loma Linda University Health's Hope Shines Under the Stars Event - Director De Lara	
			5230	\$ 250.00	Loma Linda University Health's Hope Shines Under the Stars Event - Vice-President Zavala	
			5230	\$ 97.61	Bloom In The Desert Spring Fling Bloom Fundraiser - Vice-President Zavala	
			6355	\$ 102.02	Amazon - HDMI Adapter and tripod for OWL Camera for Board meetings	
				\$ 1,597.62		

**Las Palmas Medical Plaza
Check Register - LPMP
As of March 31, 2023**

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1046 - Las Palmas Medical Plaza				
Bill Pmt -Check	03/01/2023	10701	Matthew Jennings Riverside Co. Treasurer	(38,030)
Bill Pmt -Check	03/07/2023	10702	Palm Springs Disposal Services Inc	(2,651)
Bill Pmt -Check	03/07/2023	10703	Stericycle, Inc.	(1,148)
Bill Pmt -Check	03/14/2023	10704	Frazier Pest Control, Inc.	(275)
Bill Pmt -Check	03/14/2023	10705	Imperial Security	(6,800)
Bill Pmt -Check	03/14/2023	10706	Southern California Edison	(567)
Bill Pmt -Check	03/16/2023	10707	Frontier Communications	(268)
Bill Pmt -Check	03/16/2023	10708	Omar Rojas Garden Service	(4,483)
Bill Pmt -Check	03/17/2023	10709	INPRO Environmental Management Services	(16,991)
Check	03/17/2023		Bank Service Charges	(1,066)
Bill Pmt -Check	03/21/2023	10710	Arthritis & Rheumatic Care Clinic, Inc.	(1,927)
Bill Pmt -Check	03/21/2023	10711	Imperial Security	(3,400)
Bill Pmt -Check	03/23/2023	10712	Mohr Partners, Inc.	(6,071)
Bill Pmt -Check	03/28/2023	10713	Amtech Elevator Services	(1,507)
Bill Pmt -Check	03/28/2023	10714	Desert Water Agency	(582)
Bill Pmt -Check	03/28/2023	10715	Desert Air Conditioning Inc.	(363)
Bill Pmt -Check	03/31/2023	10716	Aijaz Hashmi, MD - Tenant Improvement Allowance	(2,070)
TOTAL				(88,199)

**Desert Healthcare District
CEO Discretionary Fund
July 2022 through March 2023**

Date	Name	Memo	Amount
6325 - CEO Discretionary Fund			
07/14/2022	Regional Access Project Foundation	Nonprofit Desert Fast Pitch sponsorship	5,000
08/24/2022	Coachella Valley Economic Partnership	2022 CVEP Economic Summit - Silver Sponsorship	5,000
10/20/2022	UC Riverside Foundation	UCR SOM Celebration of Medical Education Gala - Bronze Sponsorship	5,000
11/03/2022	Blood Bank of San Bernardino	11.12.22 Thanks4Giving Gala	3,000
01/27/2023	First Bankcard (Union Bank)	Wal-mart -Clothing for migrant children left in Coachella Valley during the holidays, donated to the Galilee Center	1,444
01/27/2023	First Bankcard (Union Bank)	Donation to The Girlfriend Factor	2,500
02/27/2023	Desert Recreation Foundation	March 29, 2023 Bowling fundraiser	500
02/28/2023	Desert Healthcare Foundation-	The Girlfriend Factor Sponsorship	1,300
02/28/2023	Desert Healthcare Foundation-	2023 Farm to Fork Dinner Table Sponsor	1,602
03/08/2023	OneFuture Coachella Valley	OneFuture Coachella Valley - The Future is Ours Event 2023 Sponsorship	5,000
03/17/2023	Family Service Association	Gold Sponsor for Family Service Association Flag Raising Ceremony	500
TOTAL			30,846



MEMORANDUM

DATE: April 12, 2023
 TO: F&A Committee
 RE: Retirement Protection Plan (RPP)

Current number of participants in Plan:

	<u>February</u>	<u>March</u>
Active – still employed by hospital	72	70
Vested – no longer employed by hospital	58	58
Former employees receiving annuity	<u>7</u>	<u>7</u>
Total	<u>137</u>	<u>135</u>

The outstanding liability for the RPP is approximately **\$3.1M** (Actives - \$1.6M and Vested - \$1.5M). US Bank investment account balance \$4.6M. Per the June 30, 2022, Actuarial Valuation, the RPP has an Overfunded Pension Asset of approximately **\$1.0M**.

The payouts, excluding monthly annuity payments, made from the Plan for the nine (9) months ended March 31, 2023, totaled **\$299K**. Monthly annuity payments (7 participants) total **\$1.0K** per month.

DESERT HEALTHCARE DISTRICT							
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE							
March 31, 2023							
TWELVE MONTHS ENDING JUNE 30, 2023							
Grant ID Nos.	Name	Approved	6/30/2022	Current Yr	Total Paid Prior Yrs	Total Paid Current Yr	Open
		Grants - Prior Yrs	Bal Fwd	2022-2023	July-June	July-June	BALANCE
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000	\$ 4,990,000		\$ -		\$ 4,990,000
2021-1136-BOD-01-26-21	Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr.	\$ 119,432	\$ 11,944		\$ 11,944		\$ -
2021-1171-BOD-03-23-21	Blood Bank of San Bernardino/Riverside Counties - Bloodmobiles for Coachella Valley - 18 Months	\$ 150,000	\$ 15,000		\$ 15,000		\$ -
2021-1266-BOD-04-27-21	Galilee Center - Our Lady of Guadalupe Shelter - 1 Yr.	\$ 150,000	\$ 15,000		\$ 15,000		\$ -
2021-1277-BOD-04-27-21	Lift To Rise - United Lift Rental Assistance 2021 - 8 Months	\$ 300,000	\$ 30,000		\$ 30,000		\$ -
2021-1280-BOD-05-25-21	Desert AIDS Project - DAP Health Expands Access to Healthcare - 1Yr.	\$ 100,000	\$ 10,000		\$ 10,000		\$ -
2021-1296-BOD-11-23-21	Coachella Valley Volunteers In Medicine - Improving Access to Healthcare Services - 1 Yr.	\$ 154,094	\$ 84,752		\$ 69,342		\$ 15,410
2021-1289-BOD-12-21-21	Desert Cancer Foundation - Patient Assistance Program - 1 Yr.	\$ 150,000	\$ 82,500		\$ 82,500		\$ -
2022-1301-BOD-01-25-22	UCR Regents - Community Based Interventions to Mitigate Psychological Trauma - 1 Yr.	\$ 113,514	\$ 62,433		\$ 51,081		\$ 11,352
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		\$ 5,000
2022-1303-BOD-01-25-22	CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr.	\$ 54,056	\$ 29,731		\$ 24,325		\$ 5,406
2022-1306-BOD-02-22-22	Olive Crest Treatment Center - General Support for Mental Health Services - 1 Yr.	\$ 123,451	\$ 67,898		\$ 55,553		\$ 12,345
2022-1311-BOD-04-26-22	Desert Arc - Healthcare for Adults with Disabilities Project Employment of Nurses - 1 Yr.	\$ 102,741	\$ 56,508		\$ 46,233		\$ 10,275
2022-1313-BOD-04-26-22	Angel View - Improving Access to Primary and Specialty Care Services for Children With Disabilities 1 Yr.	\$ 76,790	\$ 42,235		\$ 34,555		\$ 7,680
2022-1314-BOD-05-24-22	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.	\$ 60,000	\$ 60,000		\$ 54,000		\$ 6,000
2022-1325-BOD-06-28-22	Vision Y Compromiso - CVEC Unrestricted Grant Funds - 2 Yrs.	\$ 150,000	\$ 150,000		\$ 67,500		\$ 82,500
2022-1327-BOD-06-28-22	Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs.	\$ 50,000	\$ 50,000		\$ 11,250		\$ 38,750
2022-1328-BOD-06-28-22	El Sol - Expanding Access to Educational Resources for Promotoras - 2 Yrs.	\$ 150,000	\$ 150,000		\$ 33,750		\$ 116,250
2022-1331-BOD-06-28-22	Pueblo Unido - Improving Access to Behavioral Health Education and Prevention Services - 2 Yrs.	\$ 50,000	\$ 50,000		\$ 22,500		\$ 27,500
2022-0965-BOD-06-28-22	Desert Healthcare Foundation - Behavioral Health Initiative Expansion - 3 Yrs.	\$ 2,000,000	\$ 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		\$ 2,566,566		\$ -
2022-1323-Mini-07-21-22	Alianza Nacional De Campesinas, Inc - Mini Grant			\$ 5,000		\$ 5,000	\$ -
2022-1321-Mini-07-25-22	Theresa A. Mike Scholarship Foundation - Mini Grant			\$ 5,000		\$ 5,000	\$ -
2022-1324-BOD-07-26-22	Galilee Center - Our Lady of Guadalupe Shelter - 2 Yr.			\$ 100,000		\$ 45,000	\$ 55,000
2022-1332-BOD-07-26-22	Alianza CV - Expanding and Advancing Outreach Through Increasing Capacity Development - 2 Yrs.			\$ 100,000		\$ 22,500	\$ 77,500
2022-1322-Mini-08-13-22	Hanson House Foundation, Inc. - Mini Grant			\$ 5,000		\$ 5,000	\$ -
2022-1329-BOD-09-27-22	DPMG - Mobile Medical Unit - 3 Yrs.			\$ 500,000		\$ 50,000	\$ 450,000
2022-1350-BOD-09-27-22	JFK Memorial Foundation - Behavioral Health Awareness and Education Program - 1 Yr.			\$ 57,541		\$ 25,893	\$ 31,648
2022-1355-BOD-09-27-22	Joslyn Center - The Joslyn Wellness Center - 1 Yr.			\$ 85,000		\$ 38,250	\$ 46,750
2022-1361-BOD-09-27-22	DAP Health - DAP Health Monkeypox Virus Response - 1 Yr.			\$ 586,727		\$ 228,362	\$ 358,365
2022-1364-Mini-10-25-22	Al Horton Memorial Rotary Foundation - Mini Grant			\$ 5,000		\$ 5,000	\$ -
2022-1356-BOD-10-25-22	Blood Bank of San Bernardino/Riverside Counties - Coachella Valley Therapeutic Apheresis Program - 1 Yr.			\$ 140,000		\$ 63,000	\$ 77,000
2022-1358-BOD-10-25-22	Foundation for Palm Springs Unified School District - School-Based Wellness Center Project - 1 Yr.			\$ 110,000		\$ 49,500	\$ 60,500
2022-1362-BOD-10-25-22	Jewish Family Service of the Desert - Mental Health Counseling Services for Underserved - 2 Yrs.			\$ 160,000		\$ 36,000	\$ 124,000
2022-1326-BOD-12-20-22	TODEC - TODEC's Equity Program - 2 Yrs.			\$ 100,000		\$ 22,500	\$ 77,500
2022-1330-BOD-12-20-22	OneFuture Coachella Valley - Building a Healthcare Workforce Pipeline - 2 Yrs.			\$ 605,000		\$ 68,063	\$ 536,937
2022-1369-BOD-12-20-22	ABC Recovery Center - Cost of Caring Fund Project - 1 Yr.			\$ 332,561		\$ 74,826	\$ 257,735
2023-1357-Mini-01-09-23	Desert Recreation Foundation - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1333-BOD-01-24-23	Organizacion en California de Lideres Campesinas - Healthcare Equity for ECV Farmworker Women - 2 Yrs.			\$ 150,000		\$ 33,750	\$ 116,250
2023-1363-BOD-01-24-23	Pegasus Riding Academy - Pegasus Equine Assisted Therapy - 1 Yr.			\$ 60,092		\$ 27,040	\$ 33,052
2023-1375-Mini-01-30-23	California CareForce - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1374-Mini-02-10-23	Alianza Nacional De Campesinas, Inc - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1373-Mini-02-14-23	Palms To Pines Parasports - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1370-Mini-02-15-23	HIV+ Aging Research Project-Palm Springs - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1372-BOD-02-28-23	Reynaldo J. Carreon MD Foundation - Dr. Carreon Scholarship Program - 1 Yr.			\$ 50,000		\$ 22,500	\$ 27,500
TOTAL GRANTS		\$ 16,670,644	\$ 10,552,067	\$ 3,206,922	\$ 5,223,599	\$ 877,184	\$ 7,658,206
Amts available/remaining for Grant/Programs - FY 2022-23:							
Amount budgeted 2022-2023			\$ 4,000,000			G/L Balance:	3/31/2023
Amount granted through March 31, 2023:			\$ (3,206,922)			2131	\$ 4,138,206
Financial Audits of Non-Profits; Organizational Assessments			\$ -			2281	\$ 3,520,000
Net adj - Grants not used: FY 21-22 Funds			\$ 2,566,566				
Matching external grant contributions			\$ -			Total	\$ 7,658,206
Balance available for Grants/Programs			\$ 3,359,644				\$ 0
* 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

April 12, 2023

Las Palmas Medical Plaza - Property Management:

Occupancy:

See attached unit rental status report.

93.1% currently occupied –

Total annual rent including CAM fees is **\$1,410,210**.

Leasing Activity:

3 suites (1E-204, 2W-102, & 2W-103/104) are now vacant and available for lease. Rob Wenthold, our broker, will be showing the suites to prospective tenants.

Las Palmas Medical Plaza

Unit Rental Status

As of April 1, 2023

Unit	Tenant Name	Deposit	Lease Dates		Term	Unit Sq Feet	Percent of Total	Monthly Rent	Annual Rent	Rent Per Sq Foot	Monthly	Total Monthly Rent Inclg CAM	Total Annual Rent Inclg CAM
			From	To							CAM		
											\$ 0.80		
1E, 204	Vacant					880	1.78%						
2W, 102	Vacant					640	1.30%						
2W, 103-104	Vacant					1,878	3.81%						
Total - Vacancies						3,398	6.88%						
Total Suites - 32 - 29 Suites Occupied		\$63,032.70				49,356	93.1%	\$ 80,754.26	\$ 969,051.12	\$ 1.76	\$ 36,763.20	\$ 117,517.46	\$ 1,410,209.52
Summary - All Units													
			Occupied	45,958	93.1%								
			Vacant	3,398	6.9%								
			Pending	0	0.0%								
			Total	49,356	100%								



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: April 12, 2023

To: Finance & Administration Committee

Subject: Consideration to approve Addendum #1 to the Consulting Services Agreement with Strategies 360, Inc. to continue to provide legislative assistance regarding seismic retrofit requirements at DRMC– Extension to June 30, 2024

Staff recommendation: Consideration to approve Addendum #1 to the Consulting Services Agreement with Strategies 360, Inc. to continue to provide legislative assistance regarding seismic retrofit requirements at DRMC– Extension to June 30, 2024

Background:

- In June 2022, the F&A Committee and Board approved a consulting services agreement with Strategies 360, Inc. to provide legislative assistance for seismic compliance requirements at Desert Regional Medical Center.
- Strategies 360 represented the District in its pursuit of a budget allocation in support of seismic compliance before the Assembly and the Senate in the California Legislature.
- They also mounted a successful public awareness campaign in Sacramento that elevated the visibility of the seismic issues healthcare districts face, leading to ASM Wood, Chair of the Health Committee introducing a seismic compliance bill that would benefit many district hospitals, AB 869.
- Strategies 360 managed to successfully introduce language in AB 869 that would make the Desert Healthcare District eligible for seismic compliance resources, including extension of the existing deadline.
- Moving forward, their services in advancing AB 869 and introducing a similar bill and advocating for in the Senate, as well as continuing with legislative outreach in the Assembly are necessary to successfully securing legislative advantages to our District.
- The services continue at a flat monthly rate of \$9,500 per month, plus reimbursement of out-of-pocket expenses if needed.
- Staff recommends approval of the draft addendum to the agreement for Strategies 360, Inc. to extend to June 30, 2024.
- Draft Addendum #1 is attached for your review.

Fiscal Impact:

\$9,500 per month. The fee FY23 annual budget includes the monthly fee and will be included in the FY24 budget.

**CONSULTING SERVICES AGREEMENT
ADDENDUM #1**

This Professional Services Agreement (“Agreement”) was entered into on July 1, 2022 by and between Desert Healthcare District (“District”), a public agency organized and operating pursuant to California Health and Safety Code section 32000 et seq., and Strategies 360, Inc, (“Consultant”), a Washington corporation authorized to do business in the State of California as follows:

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

1. This Addendum extends and revises the termination date in Section 3.1 to June 30, 2024.
2. All other terms and conditions of the original service agreement remain unchanged.

“District”:

Desert Healthcare District

By: _____
Conrado Barzaga, CEO

Date: _____

“Consultant”:

Strategies 360, Inc.

By: _____
Ron Dotzauer, CEO

Date: _____



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: April 12, 2023
To: Finance & Administration Committee
Subject: Lease Agreement – Aijaz Hashmi, M.D. 2W 105-106

Staff Recommendation: Consideration to approve the draft lease agreement for Aijaz Hashmi, M.D. at the Las Palmas Medical Plaza.

Background:

- Dr. Hashmi is a long-standing tenant of the Las Palmas Medical Plaza.
- Dr. Hashmi’s current lease expires May 31, 2023.
- Dr. Hashmi would like to renew for a five (5) year lease at \$1.72 sq/ft.
- Annual increases for the term are the greater of 3% or CPI.
- Tenant Improvement allowance is \$10/sf - \$12,800.
- Staff recommends approval of the lease agreement.
- Draft lease agreement is attached for review.

Fiscal Impact:

Estimated Revenue from Rent and CAMs for life of the base lease - \$201,703.

Estimated Cost of Tenant Improvement Allowance (\$10/sf) – \$12,800.

Net Lease Income (base lease) - \$188,903.

OFFICE BUILDING LEASE

Between

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

And

AIJAZ HASHMI, MD INC.

AS TENANT

DATED

APRIL 25, 2023

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DRAFT

OFFICE BUILDING LEASE

This Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to as "Landlord", and Aijaz Hashmi, MD Inc., hereinafter referred to as "Tenant", and is dated April 25, 2023.

1. LEASE OF PREMISES.

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises described in Section 2L. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, and invitees, to use of the Common Areas (as defined at Section 2e).

2. DEFINITIONS.

As used in this Lease, the following terms shall have the following meanings:

- a. *Base Rent (Initial)*: \$ Twenty-Six Thousand, Four Hundred Nineteen and 20/100 Dollars (\$26,419.20) per year.
- b. *Base Year*: The calendar year of June 1 to May 31.
- c. *Broker(s)*:
Landlord's: N/A.
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*: June 1, 2023.
- 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. *Expiration Date*: May 31, 2028, 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. 2W 105-106, Palm Springs, CA 92262.

_____ District _____ Recipient

- h. *Monthly Installments of Base Rent (initial)*: \$ Two Thousand, Two Hundred One and 60/100 Dollars (\$2,201.60) per month.
- i. *Project Operating Costs (CAMs)*: Currently Eighty Cents (\$.80) per square foot per month.
- j. *Tenant Improvement Allowance (TI)*: Ten Dollars (\$10.00) per square foot or Twelve Thousand, Eight Hundred and 00/100 Dollars (\$12,800.00).
- k. *Parking*: Tenant shall be permitted, to park 3 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.
- l. *Premises*: That portion of the Building containing approximately 1,280 square feet of Rentable Area, located in Building 2W and known as Suite 105-106.
- 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 The Las Palmas Medical Plaza.
- 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)*: \$ One Thousand, Eight Hundred Seventy-Six and 20/100 Dollars (\$1,876.20) carried over from prior lease.
- 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.

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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

_____ District _____ Recipient

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) 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.

_____ District _____ Recipient

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 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

_____ District _____ Recipient

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, 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 connect any apparatus with electric current except through existing electrical outlets in the Premises. 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 its 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.

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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:*
 - (1.) 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 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.

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- 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 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;

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- 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:
 - (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,

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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 within 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.

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- 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 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 thereof. 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.

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- 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 coverage 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.

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 of 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 uncured 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.

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

_____ District _____ Recipient

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 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.

_____ District _____ Recipient

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.

33. OBSERVANCE OF LAW.

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.

_____ District _____ Recipient

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 change 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.
- 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

_____ District _____ Recipient

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.

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:	<u>Desert Healthcare District</u>	Tenant:	<u>Aijaz Hashmi, MD Inc.</u>
	<u>dba: Las Palmas Medical Plaza</u>		
By:	<u>Conrado Bárzaga</u>	By:	<u>Aijaz Hashmi</u>
Signature:	_____	Signature:	_____
Title:	<u>CEO</u>	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.

_____ District _____ Recipient

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.

Landlord's Initials

Tenant's Initials

DRAFT

ADDENDUM

Addendum to that certain Office Building Lease dated April 25, 2023, by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord and Aijaz Hashmi, MD 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 any inconsistency between the Addendum language and the body of the Lease, the Addendum language shall prevail.

- 1. Commencement Date: June 1, 2023
- 2. Expiration Date: May 31, 2028
- 3. Rent Schedule:

6/1/2023 – 5/31/2024	\$2,201.60	
6/1/2024 – 5/31/2025	\$2,267.65	Greater of 3% or CPI
6/1/2025 – 5/31/2026	\$2,335.68	Greater of 3% or CPI
6/1/2026 – 5/31/2027	\$2,405.75	Greater of 3% or CPI
6/1/2027 – 5/31/2028	\$2,477.92	Greater of 3% or CPI
- 4. CAMs: Currently \$.80 per square foot
- Security Deposit: Carryover of previous deposit of One Thousand, Eight Hundred Seventy-Six and 20/100 Dollars (\$1,876.20).

The foregoing is hereby agreed to and accepted:

Date: _____	Date: _____
Landlord: <u>Desert Healthcare District</u>	Tenant: <u>Aijaz Hashmi, MD Inc.</u>
<u>dba: Las Palmas Medical Plaza</u>	
By: <u>Conrado Bárzaga</u>	By: <u>Aijaz Hashmi</u>
Signature: _____	Signature: _____
Title: <u>CEO</u>	Title: _____



Date: April 25, 2023
To: Board of Directors
Subject: AB 869 – Hospitals: Seismic Safety Compliance

Background:

- Existing law, the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983 (Alquist Act), establishes, under the jurisdiction of the OSHPD, now HCAI, a program of seismic safety building standards for certain hospitals constructed on and after March 7, 1973. Senate Bill 1953 (SB 1953) was introduced and signed into law in 1994.
- Under current law, hospitals are required to have its buildings fully operational and provide services following an earthquake by 2030.
- Seismic upgrades and construction are estimated to cost hospitals across the state from \$34 billion to \$143 billion, according to a 2019 study the think tank RAND Corporation did for the California Hospital Association. The lower price is the cost to retrofit buildings, the high one is for building new.
- The cost to complete a seismic retrofit for DRMC under existing regulations is estimated to exceed \$200million.

Information:

- Strategies 360 (S-360) continues to provide legislative advocacy services to the District to help find legislative pathways to support seismic compliance of the District's hospital.
- ACHD has also had a tremendous impact on advancing legislative pathways to help ensure all district hospitals achieve seismic compliance.
- Assemblymember Wood introduced Ab 869: Hospitals: Seismic Safety Compliance.
- The Bill passed the Health Committee in the Assembly was referred to the Appropriations Committee.
- Staff requested community assistance in the form of Letters of Support directed to Asm. Holden, Chair of the Appropriations Committee.
- 21 Letter were received and sent to the Committee.
- Enclosed please find some samples of the letters sent.



April 17, 2023

The Honorable Chris Holden
Chair, Assembly Appropriations Committee
1021 O Street, Room 5650
Sacramento, CA 95814

**Re: Assembly Bill 869 (Wood) Hospitals: seismic safety compliance
As Amended 3/7/2023 – SUPPORT**

Dear Assemblymember Holden:

I writing in strong support of Assembly Bill 869, which would offer relief to qualifying small, rural, and public district hospitals with regard to meeting the Hospital Seismic Safety Act 2030 deadline.

No one knows the value and benefit of a district hospital better than those who depend on them for their health and well being. In many instances, healthcare districts are the sole source of health and medical services for families and seniors, serving as an integral part of California's health care safety net. As small business owners, we depend on healthcare districts to ensure access to medical services necessary to save lives, keep families healthy, and increase and protect individuals' quality of life.

Our district hospital, Desert Regional Medical Center, is owned by the community. It is a life-saving, irreplaceable resource and the only Level One Trauma Center serving eastern Riverside County, which stretches some 140 miles from Banning to the Arizona border.

Without your support, we will likely fail to meet the looming 2030 seismic mandate which places an unfair and unrealistic burden on our hospital. For these reasons, I strongly support AB 869 which would provide the relief we need. I urge an "AYE" vote. Should you have any questions about our position, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Kay Hazen", with a long horizontal flourish extending to the right.

Kay Hazen, President and CEO

cc: The Honorable Jim Wood
Members, Assembly Committee Appropriations Committee
Allegra Kim, Principal Consultant, Assembly Appropriations Committee
Joe Shinstock, Consultant, Assembly Republican Caucus



YOUTH LEADERSHIP INSTITUTE

Use Your Voice

April 20, 2023

The Honorable Chris Holden
Chair, Assembly Appropriations Committee
1021 O Street, Room 5650
Sacramento, CA 95814

**Re: Assembly Bill 869 (Wood) Hospitals: seismic safety compliance
As Amended 3/7/2023 – SUPPORT**

Dear Assemblymember Holden:

Youth Leadership Institute strongly supports Assembly Bill 869, which would offer relief to qualifying small, rural, and public district hospitals with regard to meeting the Hospital Seismic Safety Act 2030 deadline.

yli partners with thousands of youth across the state, the majority of whom are low-income youth of color and we know that access to quality health care is essential to life time achievement. This policy aligns with our [Health Justice Platform](#) which calls for access to affordable and quality healthcare for all.

Our district hospital, Desert Regional Medical Center, is owned by our community. They are a major employer and provides lifesaving, preventative and primary care to all ages. California law requires that by 2030 all hospitals must seismically retrofit or rebuild their hospitals to remain fully operational in the event of an earthquake. These hospitals have already met the established 2020 standard, which requires them to remain standing in the wake of a seismic event.

Across the Coachella Valley, we know that youth and their families require access to safe hospitals in order to receive acute and long-term care. We work with young people to ensure they are at decision-making tables that affect their lives and their voice is centered in the solutions for change across our programs.

209 9th St., Suite 200
San Francisco, CA 94103

yli.org

Desert Regional Medical Center is publicly owned, meaning our community is expected to bear the cost of this mandate. At this time, it is difficult to imagine voters in the Coachella Valley would pass a tax to fund a retrofit or rebuild of our hospital. These projects cost millions of dollars and may delay care to our community while construction is underway. AB 869, will offer our hospital relief in meeting the mandate by 2030, giving our community time to find a way to retrofit or rebuild our facilities.

Desert Regional Medical Center is committed to protecting access to care in our community, but relief is needed to ensure we can comply with this costly, unfunded mandate. AB 869 will, with certainty, preserve access to care in Coachella Valley.

It is critically important that the state assist hospitals, that without assistance, will fail to meet the looming 2030 seismic mandate. For these reasons, Youth Leadership Institute strongly supports AB 869 and urges an "AYE" vote. Should you have any questions about our position, please do not hesitate to contact Patricia Barahona at pbarahona@yli.org

Sincerely,



Patricia Barahona
Chief Executive Officer
Youth Leadership Institute

cc: The Honorable Jim Wood
Members, Assembly Committee Appropriations Committee
Allegra Kim, Principal Consultant, Assembly Appropriations Committee
Joe Shinstock, Consultant, Assembly Republican Caucus

209 9th St., Suite 200
San Francisco, CA 94103

yli.org



April 18, 2023

The Honorable Chris Holden
Chair, Assembly Appropriations Committee
1021 O Street, Room 5650
Sacramento, CA 95814

Re: Assembly Bill 869 (Wood) Hospitals: seismic safety compliance
As Amended 3/7/2023 – SUPPORT

Dear Assemblymember Holden:

Vision y Compromiso strongly supports Assembly Bill 869, which would offer relief to qualifying small, rural, and public district hospitals with regard to meeting the Hospital Seismic Safety Act 2030 deadline.

Established in 2000, Visión y Compromiso is a statewide network of promotores and other community workers who live and work in their own community or a similar community nearby. They share information and resources with other residents to increase access to and understanding of health, education and legal systems. Providing servicio de corazón (heartfelt services), promotores are advocates for healthy and dignified living for all.

Our district hospital, Desert Regional Medical Center, is owned by our community. They are a major employer and provides lifesaving, preventative and primary care to all ages. California law requires that by 2030 all hospitals must seismically retrofit or rebuild their hospitals to remain fully operational in the event of an earthquake. These hospitals have already met the established 2020 standard, which requires them to remain standing in the wake of a seismic event.

Desert Regional Medical Center, is publicly owned, meaning our community is expected to bear the cost of this mandate. At this time, it is difficult to imagine voters in [insert your region of the state] would pass a tax to fund a retrofit or rebuild of our hospital. These projects cost millions of dollars and may delay care to our community while construction is underway. AB 869, will offer our hospital relief in meeting the mandate by 2030, giving our community time to find a to etrofit or rebuild our facilities.

Desert Regional Medical Center is committed to protecting access to care in our community, but relief is needed to ensure we can comply with this costly, unfunded mandate. AB 869 will, with certainty, preserve access to care in [insert your region of the state].

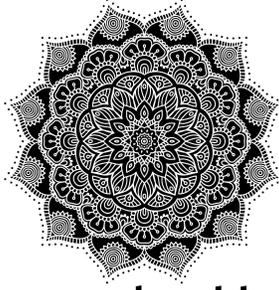
It is critically important that the state assist hospitals, that without assistance, will fail to meet the looming 2030 seismic mandate. For these reasons, Vision y Compromiso strongly supports AB 869 and urges an “AYE” vote.

Sincerely,

A handwritten signature in cursive script that reads "Maria Lemus".

Executive Director
Visión y Compromiso
maria @visionycompromiso.org

cc: The Honorable Jim Wood
Members, Assembly Committee Appropriations Committee
Allegra Kim, Principal Consultant, Assembly Appropriations Committee
Joe Shinstock, Consultant, Assembly



Transgender Health and Wellness Center

April 17, 2023

The Honorable Chris Holden
Chair, Assembly Appropriations Committee
1021 O Street, Room 5650
Sacramento, CA 95814

**Re: Assembly Bill 869 (Wood) Hospitals: seismic safety compliance
As Amended 3/7/2023 – SUPPORT**

Dear Assemblymember Holden:

Transgender Health & Wellness Center strongly supports Assembly Bill 869, which would offer relief to qualifying small, rural, and public district hospitals with regard to meeting the Hospital Seismic Safety Act 2030 deadline.

Transgender Health & Wellness Center provides gender affirming care, free mental health services and social services which include emergency housing placement for domestic violence and sexual assault survivors.

Our district hospital, Desert Regional Medical Center, is owned by our community. They are a major employer and provides lifesaving, preventative and primary care to all ages. California law requires that by 2030 all hospitals must seismically retrofit or rebuild their hospitals to remain fully operational in the event of an earthquake. These hospitals have already met the established 2020 standard, which requires them to remain standing in the wake of a seismic event.

The Transgender Health & Wellness Center has four locations in Southern California serving thousands of Transgenders, Gender Non-Conforming and Intersex people.

Desert Regional Medical Center, is publicly owned, meaning our community is expected to bear the cost of this mandate. At this time, it is difficult to imagine voters in Southern California would pass a tax to fund a retrofit or rebuild

Transgender Health and Wellness Center

340 S. Farrell Drive, Suite A208, Palm Springs, Ca. 92262 Ph: (760) 202-4308 & (760) 656-4141 Fax: (760) 818-8025

6700 Indiana Ave, Suite 252, Riverside, Ca. 92506 Ph: (951) 530-8257 Fax (760) 818-8025

6840 Indiana Ave, Suite 150, Riverside, Ca. 92506 Ph: (951) 530-8148 Fax: (760) 818-8025

3737 Moraga Ave, Suite A204, San Diego, Ca. 921117 Ph: (858) 352-6015 & (858) 352-6438 Fax: (760) 818-8025

www.trans.health

of our hospital. These projects cost millions of dollars and may delay care to our community while construction is underway. AB 869, will offer our hospital relief in meeting the mandate by 2030, giving our community time to find a to retrofit or rebuild our facilities.

Desert Regional Medical Center is committed to protecting access to care in our community, but relief is needed to ensure we can comply with this costly, unfunded mandate. AB 869 will, with certainty, preserve access to care in Inland Empire in California.

It is critically important that the state assist hospitals, that without assistance, will fail to meet the looming 2030 seismic mandate. For these reasons, strongly supports AB 869 and urges an "AYE" vote. Should you have any questions about our position, please do not hesitate to contact Transgender Health & Wellness Center, Phone: (760) 202-4308, Fax: (760) 818-8025.

Sincerely,



Thomi Clinton, CEO and Founder
Transgender Health & Wellness Center

cc: The Honorable Jim Wood
Members, Assembly Committee Appropriations Committee
Allegra Kim, Principal Consultant, Assembly Appropriations Committee
Joe Shinstock, Consultant, Assembly Republican Caucus

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DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: April 25, 2023
To: Board of Directors
Subject: 2023 Special District Selection Committee Election Results – Eastern and Western Portion of the County

Background:

- The Local Area Formation Commission (LAFCO) released a notice for Special District Member representation to fill one vacancy in the Eastern portion of the county and one vacancy in the Western portion of the county.
- On January 19, LAFCO released a formal call for nominations with the Eastern portion of the county term expiring May 6, 2024.
- The nomination and vote do not require board action.
- Eligible to vote as the Presiding Officer, President PerezGil, nominated Director Kimberly Barraza to represent the Desert Healthcare District.
- The commission includes two city council representatives, two special district board members, one public member, and meets the fourth Thursday of every month.
- The commission consists of two committees – Administrative and Legislative Review.

Election Process and Results:

- The Special District Selection Committee (SDSC) consists of the presiding officer of each independent special district in Riverside County.
- The nomination period closed on February 21, and the ballots were distributed on February 23 to the presiding officers.
- On March 15, Director Barraza contacted the presiding officer describing her newly assigned work responsibilities and, as a result requested a withdrawal from the ballot.
- After attending a virtual forum of the candidates, the presiding officer cast her vote for one nominee from each region.
- 55 voting districts are eligible, requiring 28 cast ballots to meet the quorum.
- 40 ballots were returned, exceeding the quorum.
- **Castulo Estrada, Coachella Valley Water District, placed first in the Eastern County**
- **Stephen Corona, Eastern Municipal Water District, placed first in the Western County**



Date: March 30, 2023

via Electronic Mail

To: Presiding Officers (c/o District Clerks) and General Managers of Independent Special Districts in Riverside County

Re: Results of Special District Selection Committee LAFCO Election (Eastern & Western Regions)

As you are aware, over the past month the Riverside Local Agency Formation Commission (LAFCO) has been conducting ballot proceedings on behalf of the Special District Selection Committee for election of Regular Special District Commissioners for the Eastern and Western Regions.

This election was held by electronic mail balloting for purposes of filling the two vacant Commission seats. The purpose of this notice is to announce the results of the election pursuant to Government Code Section 56332(f)(6).

Forty (40) ballots were returned, exceeding the quorum requirement of twenty-eight (28) ballots necessary. The 50% plus one threshold of first place votes was twenty-one (21) based on the 40 ballots cast. The threshold of 50% plus one first place votes for ballots cast was met for the Regular Commissioner for the Eastern Region on the initial balloting. The 50% plus one threshold for first place votes for ballots cast was met for the Regular Commissioner for the Western Region after application of the instant runoff voting procedure adopted by the Special District Selection Committee in 2016.

The winning nominee for the Regular Special District Commissioner for the Eastern Region is shown below in bold. The original first place vote tally for all nominees with all votes cast for each nominee for the Eastern Region is shown below the final vote tally. Note that four districts did not cast a first-place vote for an Eastern Region nominee.

LAFCO Special District Member (Eastern):

<u>Candidate</u>	<u>First Place Votes</u>
Castulo Estrada (Coachella Valley Water District)	24
Bruce Underwood (Coachella Valley Cemetery District)	9
<u>Candidate</u>	<u>Initial First Place Votes</u>
Castulo Estrada (Coachella Valley Water District)	24
Bruce Underwood (Coachella Valley Cemetery District)	9
Kimberly Barraza (Desert Healthcare District)	3

The winning nominee for the Regular Special District Commissioner for the Western Region is shown below in bold, after the instant runoff voting procedure was applied. The original first place vote tally for all nominees with all votes cast for each nominee for the Western Region is shown below the final vote tally. Note that one district did not cast a first place vote for a Western Region nominee, and five first place votes were not included in the final tally due to lack of designation of additional nominee rankings by some districts.

LAFCO Special District Member (Western):

<u>Candidate</u>	<u>First Place Votes</u>
Stephen Corona (Eastern Municipal Water District)	22
Angela Little (Valley-Wide Recreation & Park District)	12

<u>Candidate (Ballot Order)</u>	<u>Initial First Place Votes</u>
Stephen Corona (Eastern Municipal Water District)	16
Angela Little (Valley-Wide Recreation & Park District)	10
Carol Brady (Rancho California Water District)	6
Larry Smith (San Geronio Pass Water Agency)	5
Steve A. Pastor (Lake Hemet Municipal Water District)	1
John Skerbelis (Rubidoux Community Services District)	1

Should you have any questions, please do not hesitate to contact me at (951) 369-0631.

Sincerely,



Gary Thompson
Executive Officer



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: April 25, 2023
To: Board of Directors
Subject: District and Foundation History Book Launch

Staff Recommendation: The Desert Healthcare District and Foundation will release its history book with an event on Thursday, May 18. (Informational)

Background:

- English and Spanish copies of the Desert Healthcare District and Foundation’s highly anticipated history book will be available May 18 at a gathering of community partners, grantees, hospital leaders, Board Directors and staff – many of whom appear in the book – as well as media.
- Digital versions of the book in both languages will appear on the Healthcare District and Foundation’s website at a later date.
- Coordinated by Hocker Productions, the release event is scheduled to take place in the evening at the El Mirador building on the Desert Regional Medical Center campus in Palm Springs. It will include heavy appetizers, beverages and remarks. Estimated attendance: 150 guests.
- Like the release event, the history book itself is a part of ongoing marketing and outreach efforts to increase awareness of the District and Foundation. Its publication is a goal in the agency’s Board-approved Communications and Marketing Plan.
- Author Jeff Crider of Palm Desert was selected in 2019 to research and write the book with publication proposed for the following year. However, publication was delayed due to the COVID-19 pandemic and the changing scope of the book.
- It’s being printed by a local company, Dove Printing, with delivery expected in early May.

Fiscal Impact:

The book release event is being produced at a cost not to exceed \$20,000.

CONSULTING SERVICES AGREEMENT

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

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

1. District would like to retain the professional services of Consultant to oversee and produce the 75th Anniversary Book Release event and to generate interest and community awareness about the District’s 75th anniversary.

2. Consultant has worked with District on various engagements and possesses the experience necessary to provide the professional services (“Services”) as more specifically outlined in the attached Exhibit “A” (“Consultant Proposal”).

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

1. CONSULTANT’S SERVICES.

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

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

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

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

2. FEES AND PAYMENTS.

2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Consultant a Not To Exceed amount of \$20,000, plus customary expenses.

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

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

3. TERM; TERMINATION.

3.1 Term. The term of this Agreement shall run from the date this Agreement is fully executed until December 15, 2023, subject to Section 1.3 above or the District's right to terminate sooner for convenience.

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

4. INDEPENDENT CONTRACTOR.

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

5. OWNERSHIP OF DOCUMENTS.

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

6. INDEMNIFICATION.

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

7. NOTICE.

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

To: District
Desert Healthcare District
Attention: Conrado Barzaga, Chief Executive Officer
1140 N. Indian Canyon Drive
Palm Springs, California 92262

To: Consultant
Hocker Productions
2286 North Indian Canyon Drive, Unit E
Palm Springs, CA 92262

8. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

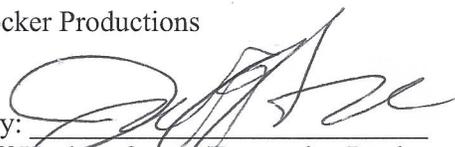
"District":

"Consultant":

Desert Healthcare District

Hocker Productions

By: 
Conrado Barzaga, CEO

By: 
Jeff Hocker, Owner/Executive Producer

Date: 4/17/2023

Date: 4/17/2023



Public Relations, Branding, Strategic Marketing & Events

Proposal Date: April 7, 2023

Client: Desert Healthcare District and Foundation
Project: 75th Anniversary Book Release Party
Length of Project: April 7, 2023 – December 15, 2023
Hocker Productions Fee: \$10,000
Estimated Project Cost: \$20,000 (Does not include cost of books)

GOALS & OUTCOMES:

- Develop line-item budget for event.
- Increase the number of new, while retaining existing partners and sponsors to help underwrite the cost of the event.
- Work in coordination with Will Dean, Director of Communications and Marketing to build the visibility and understanding of its purpose/mission of the Desert Healthcare District and Foundation to provide awareness of its programs and funding initiatives.
- Work with all vendors to get best available price for all production elements (staging, lighting/sound, signage, catering/liquor etc.).
- Secure sponsors, donations and in-kind for the event to help offset costs.

SCOPE OF SERVICES:

Hocker Productions (Contractor - HP) will oversee and produce all aspects of the 75th Anniversary Book Signing, to build excitement and community awareness about this important milestone in its history.

75th Anniversary Collectible Book Signing:

- **Suggested Timeframe: Thursday, May 18 (6:00-8:00PM)**
- Attendance: approx.150 (Invitation Only)
- Location: El Mirador Rooftop at Desert Regional Medical Center.
- Coordinate book signing and distribution at event.
- Coordinate caterer for light bites, champagne pour at arrival, wine/champagne during the event and an Aperol Spritz bar.
- Produce signage for event including a variety of retractable banners with historical photos from the 75th Anniversary book that we can use at all events in 2023.
- Coordinate stage, sound, additional lighting and all production elements.
- Coordinate speakers in conjunction with Will Dean.
- Topics: DHCD was started to build the hospital and evolved to improve community health and wellness through grants and collaborative outreach.



Public Relations, Branding, Strategic Marketing & Events

While producing this event, we will always keep the DHCD/F Mission Statement and Vision Statement in mind and relevant in all messaging and key components.

Mission Statement: “To Achieve optimal health at all stages of life for all District residents.”

Vision Statement: “Equitably connecting Coachella Valley residents to health and wellness services and programs through resources and philanthropy, health facilities, information and community education and public policy.

COMPENSATION:

The term of this contract is from April 7, 2023 - May 18, 2023. Desert Healthcare District and Foundation agrees to pay Hocker Productions a contracted amount of \$10,000 payable in two invoices of \$5,000.

Desert Healthcare District and Foundation would hire Contractor for services required to perform production services and support efforts by DHCD team.

The following responsibilities/expenses WOULD NOT be included in the fees to Contractor:

- Creative Development: This would be any graphic design services in the production of the brochures, advertising, programs, posters, invitations, website etc. These costs would be part of a line item budget and would be reviewed with the staff prior to expenditure.
- Cost of media buys (advertising).

Jeff Hocker

Jeff Hocker, Owner/Executive Producer
Hocker Productions
Foundation

Dr. Conrado E. Barzaga, CEO
Desert Healthcare District and

April 7, 2023

Date

Date



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: March 28, 2023
To: Board of Directors
Subject: Activate Inclusion DEI Training

Background:

- Recommended by Vice-President Zavala, the Board approved Activate Inclusion’s consulting services agreement at the March 28 Board of Directors meeting.
- The DEI training for the Board and Staff is tailored to address the specific needs of the District.
- It is seemingly imperative to heighten our collective cultural awareness, learn about cultural interaction, and uncover hidden biases.
- DEI training has the potential to help organizations uncover hidden biases, address unfair practices and behaviors, and to embrace colleagues of differing identities and backgrounds. It can also benefit the organization by building a more equitable, courageous, and compassionate culture, thus rising our growth potential and enriching how communities experience the District.

Board and Staff Training Sessions:

- The Board and Staff will engage in 3 separate 2-hour training sessions.

The Board’s training sessions, facilitated by Sindri Anderson, are as follows:
Tuesday, April 18 at 5:30 p.m. – Desert Healthcare District
Monday, May 1 at 5:30 p.m. – Desert Healthcare District
Monday, May 22 at 5:30 p.m. – Desert Healthcare District

The Staff training sessions, facilitated by Tres Jiménez, are as follows (Locations TBD):
Tuesday, May 16 at 12:30 p.m.
Friday, May 19 at 12:30 p.m.
Wednesday, May 24 at 12:30 p.m.

Fiscal Impact:

\$14,940 for the DEI training sessions



Date: April 25, 2023
To: Board of Directors
Subject: CEO Community Engagements and District Visibility

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.
- It also includes District visibility through media and use of the CEO Discretionary Fund.

Information:

- Meeting with Coachella Valley Economic Partnership (CVEP) – March 27, 2023
- Special Meeting of the Board with Huron Consulting. Presentation of Infrastructure Needs Assessment – March 28, 2023
- Team participation in Desert Recreation District Bowling Tournament (Directors Zavala and Barraza, and team members Alejandro Espinoza, Eric Taylor and C. Barzaga) – March 29, 2023
- Meeting with Tom Kirk, CVAG – March 29, 2023
- Meeting between Rauch Family Foundation and Desert Healthcare District – March 30, 2023
- Meeting with Strategies 360 regarding AB 869 – March 31, 2023

- Attended United Way of the Desert Annual Gala – March 31, 2023
- Meeting with OneFuture CV, Pay it Forward Fund for Nursing Pipeline – April 3, 2023
- Planning meeting with Tres Jimenez (Activate Inclusion) – April 3, 2023
- Site visit to Well in the Desert – April 4, 2023
- Desert Scene (KESQ) recording segment to promote a Night of Stars event – April 4, 2023
- Attended round table presentation with Mitch Landrieu, Senior Advisor to White House on Infrastructure – April 4, 2023
- Attended Boys & Girls Club meeting in Palm Springs – April 4, 2023
- Riverside County Equity and Justice Taskforce – April 5, 2023
- 75th Anniversary events planning meeting – April 5, 2023
- Planning meeting with Momentous, Promotoras Recognition Event – April 6, 2023
- ACHD CEOs roundtable – April 6, 2023
- Meeting with Kim Saruwatari, RUHS Public Health Director – April 7, 2023
- Represented DHCD at City of Palm Springs 85th Anniversary Parade – April 8, 2023
- Meeting with Paul Lyons, MD, President at California University of Science & Medicine; site visit and campus tour – April 10, 2023
- Meeting with Dr. J. Mamaliger, Nicolae Testemițanu State University of Medicine and Pharmacy – April 10, 2023
- Southern California Grantmakers 2023 Policy Conference – April 11, 2023
- Inland Empire Funders Alliance meeting – April 12, 2023
- Meeting with Cathy Martin, CEO, ACHD – April 13, 2023
- Meeting with S360 – April 14, 2023
- Meeting with Yvonne Bell, Innercare and David Brinkman, DAP Health, PCP landscape, DHGE service continuation – April 14, 2023
- Meeting Rosa Lucas & Victor Cisneros, MD, Eisenhower Medical Center – April 17, 2023

- Meeting with Ricardo Loretta, ED, Carreon Foundation – April 18, 2023
- Planning meeting with Momentous, A Night of Stars Event – April 19, 2023
- California Economic Summit Planning meeting, CA FWD – April 19, 2023
- Attended Liberty Hill event honoring Dr. Robert K. Ross, The California Endowment – April 19, 2023
- ACHD Advocacy Committee meeting – April 20, 2023
- RUHS CHW Planning meeting – April 20, 2023

District Media Visibility

- News anchor Peter Daut (KESQ) reports on the results of the Coachella Valley market analysis, which was commissioned by the Desert Healthcare District and Foundation, and conducted by Huron Consulting. 4 p.m. newscast on April 5.
- Telemundo Palm Springs reporter Marco Revuelta interviews District and Foundation CEO Conrado Barzaga on April 5 about the new market analysis.
- “Desert Chat” talk show host Sandie Newton interviews Conrado about A Night of Stars. It airs at 6:30 p.m. April 9 on KESQ.
- The Sandie Newton piece also airs at 10 p.m. April 9 on the local Fox channel.
- Cost of Desert Healthcare District event raises eyebrows among directors, leading to pivot. April 17, 2023.
<https://www.desertsun.com/story/news/health/2023/04/17/cost-of-desert-healthcare-district-event-raises-eyebrows-among-directors/70090177007/>

CEO Discretionary Fund

6325 - CEO Discretionary Fund			
07/14/2022	Regional Access Project Foundation	Nonprofit Desert Fast Pitch sponsorship	5,000
08/24/2022	Coachella Valley Economic Partnership	2022 CVEP Economic Summit – Silver Sponsorship	5,000
10/20/2022	UC Riverside Foundation	UCR SOM Celebration of Medical Education Gala - Bronze Sponsorship	5,000
11/03/2022	Blood Bank of San Bernardino	11.12.22 Thanks4Giving Gala	3,000
01/27/2023	First Bankcard (Union Bank)	Wal-mart -Clothing for migrant children left in Coachella Valley during the holidays, donated to the Galilee Center	1,444
01/27/2023	First Bankcard (Union Bank)	Donation to The Girlfriend Factor	2,500
02/27/2023	Desert Recreation Foundation	March 29, 2023 Bowling fundraiser	500
02/28/2023	Desert Healthcare Foundation-	Sponsorship Girlfriend Factor	1,300

02/28/2023	Desert Healthcare Foundation-	2023 Farm to Fork Dinner Table Sponsor	1,602
03/08/2023	OneFuture Coachella Valley	OneFuture Coachella Valley - The Future is Ours Event 2023 Sponsorship	5,000
03/17/2023	Family Service Association	Gold Sponsor for Family Service Association Flag Raising Ceremony	500
TOTAL			30,846



**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
April 11, 2023**

Directors Present via Video Conference	District & Legal Counsel Staff Present via Video Conference	Absent
President Evett PerezGil Vice-President Carmina Zavala, PsyD Director Leticia De Lara, MPA	Conrado E. Bárzaga, MD, Chief Executive Officer Chris Christensen, CAO Donna Craig, Chief Program Officer Alejandro Espinoza, Chief of Community Engagement Jana Trew, SPO, Senior Program Officer, Behavioral Health Meghan Kane, MPH, 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 5:09 p.m. by Chair PerezGil. Director De Lara joined the meeting shortly after approval of the meeting minutes.	
II. Approval of Agenda	Chair PerezGil asked for a motion to approve the agenda.	Moved and seconded by Vice-President Zavala and President PerezGil and to approve the agenda. Motion passed unanimously.
III. Meeting Minutes 1. March 14, 2023	Chair PerezGil asked for a motion to approve the March 14, 2023, meeting minutes.	Moved and seconded by Vice-President Zavala and President PerezGil to approve the March 14, 2023, meeting minutes. Motion passed unanimously.
IV. Public Comment	There were no public comments.	
V. CEO Report 1. Diversity, Equity, and Inclusion (DEI) Skill Development Proposal with Activate Inclusion for Board and Staff training – Update	Conrado E. Bárzaga, MD, CEO, provided an update on the board and staff Diversity, Equity, and Inclusion training, further describing the dates of the board training and the pending dates for the staff training.	

**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
April 11, 2023**

VI. Old Business	There is currently no old business.	
VII. Program Updates <ol style="list-style-type: none"> 1. Progress and Final Reports Update 2. Grant Applications and RFP Proposals Submitted and Under Review 3. Grant Payment Schedule 	<p>Chair PerezGil inquired with the committee concerning any questions about the progress and final reports, grant applications and RFP proposals submitted and under review, and the grant payment schedule.</p> <p>There were no questions or comments.</p>	
VIII. Grant Funding Requests	There are currently no grant funding requests.	
IX. Committee Members Comments	There were no committee meeting comments.	
X. Adjournment	Chair PerezGil adjourned the meeting at 5:15 p.m.	Audio recording available on the website at http://dhcd.org/Agendas-and-Documents

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

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



Date: April 11, 2023

To: Program Committee – District

Subject: Progress and Final Grant Reports 3/1/2023 – 3/28/2023

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

Galilee Center # 1324

Grant term: 8/1/2022 – 7/31/2024

Original Approved Amount: \$100,000.

Progress Report covering the time period from: 8/1/2022 – 1/31/2023

Vision y Compromiso # 1325

Grant term: 7/1/2022 – 6/30/2024

Original Approved Amount: \$150,000.

Progress Report covering the time period from: 7/1/2022 – 12/31/2022

Desert AIDS Project dba DAP Health # 1361

Grant term: 7/1/2022 – 6/30/2023

Original Approved Amount: up to \$586,727

Q2 Progress Report covering the time period from: 10/1/2022 – 12/31/2022

Monthly Progress Report covering the time period from: 2/1/2022 – 2/28/2022

Grant Progress Report

Galilee Center, Grant#: 1324

Our Lady of Guadalupe Center

Strategic Plan Goal: Goal 5

Strategic Plan Strategy: Strategy 5.3

Reporting Period: 08/01/2022 - 01/31/2023

Claudia Castorena

Tel: (760) 396-9100

ccastorena@galileecenter.org

Grant Information

Grant Amount: \$100,000

Paid to date: \$22,500

Balance: \$77,500

Due Date: 3/1/23

Goals and Evaluation

The specific benefits or measurable impact to be achieved by: (7/31/2024):

Progress Outcomes:

For the six months, 08/1/2022 to 01/31/2023, the Galilee Center's Our Lady of Guadalupe Shelter accomplished its goals. Galilee helped 47 unduplicated farm workers and 1,911 unduplicated asylum-seeking people. All guests received shelter, hot meals, showers, access to our laundry facility, hygiene supplies, and other basics. In addition, the GC case workers assisted all asylum-seeking families and individuals in communicating with their sponsors in the USA and helped coordinate all travel arrangements.

The migrant farm workers arrived between mid-December 2022 and January 2023 and stayed an average of 27 days. The asylum-seeking families stayed an average of 24-36 hours before moving to their destination.

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.

Progress of Goal #1:

During the reporting period, the Our Lady of Guadalupe Center provided shelter to 47 farm workers and 1,911 asylum-seeking people (502 children, 575 women, and 834 men). The people had access to restroom facilities, sleeping areas, private shower stalls, hot and cold water, lockers, a laundry facility, a relaxing community room, and other social and enrichment programs.

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.

Progress of Goal #2:

During the reporting period, the Our Lady of Guadalupe Center welcomed migrant farm workers and asylum-seeking families. It provided a clean, safe, and healthy environment to ensure a pleasant and dignified stay.

We provided the following services.

Nights of Shelter – 568 for migrant workers; 3,758 for Asylum seekers.

Hot Meals – 997 for migrant workers; 5,733 for Asylum seekers.

Showers – 624 for migrant workers; 2,106 for asylum seekers.

Laundry – 159 for migrant workers; 1,116 for asylum seekers.

In addition, all asylum-seeking people received other essentials such as new undergarments, clothing, hygiene supplies, backpacks, and 167 babies received baby diapers, formula, and food.

The intake/caseworkers assisted all families with contacting their sponsors and coordinating travel arrangements and transportation.

The staff also assisted farm workers with medical referrals, filling out unemployment forms, and other basic needs.

Progress on the Number and Location of District Residents Served

Proposed number of District residents to be *directly* served:

Total: 1306

Progress on the number of District residents *directly* served:

Total: 1958

Proposed number of District residents to be *indirectly* served:

Total: 0

Progress on the number of District residents *indirectly* served:

Total: 2143

Geographic area(s) served during this reporting period:

Mecca

North Shore

Oasis

Thermal

Project Tracking:

- **Is the project on track? Yes**
- **Please describe any specific issues/barriers in meeting the desired outcomes:**
There are no issues/barriers in meeting the project goals.
- **If the project is not on track, what is the course correction? N/A**
- **Describe any unexpected successes during this reporting period other than those originally planned:**

The number of asylum-seeking people who were assisted in the first six months surpassed the total estimated number of people for the two-year grant. One factor that impacted this projection was the increased number of people released from Border Patrol stations during November and December.

Grant Progress Report

Vision y Compromiso, Grant#: 1325

CVEC Unrestricted Grant Funds

Strategic Plan Goal: This project aligns with the Desert Healthcare District and Foundation (District and Foundation)'s Strategic Plan, Goal 2: Expand community access to primary and specialty care services

Strategic Plan Strategy: This project aligns with the District's Strategy 2.7: Utilize an equity lens to expand services and resources to underserved communities: Increase the number of promotoras/CHWs.

Reporting Period: 7/1/22 to 12/31/23

Hugo Ramirez
hugo@visionycompromiso.org

Grant Information

Grant Amount: \$150,000

Paid to date: \$33,750

Balance: \$116,250

Due Date: 2/1/2023

Goals and Evaluation

The specific benefits or measurable impact to be achieved by: (6/30/2024):

Progress Outcomes:

Vision y Compromiso leads the efforts to ensure existing promotores from the region are provided with opportunities to further their capacity to serve their communities. This is accomplished by convening an education sub-committee that sits within the Coachella Valley Equity Collaborative that identifies the professional development needs of promotores in the region. This group is composed of promotoras themselves and practicing the planning of training events has been essential to their own growth. To date we have provided the following trainings virtually:

TOPIC

DATE

NUMBER OF PARTICIPANTS

FINANCIAL EDUCATION

8/6/22

42

CONNECT IE & COVID-19 UPDATE

8/31/22

44

MENTAL HEALTH

9/28/22

15

THE BENEFITS OF TAKING CARE OF OUR BODIES

10/26/22

32

PRACTICING GRATITUDE

11/23/22

44

GOAL SETTING AND VISIONING

12/21/22

41

Goal #1

By June 30, 2024, Vision y Compromiso will provide diverse training and workforce development pathways to increase leadership and economic self-sufficiency among at least 30 promotoras, natural leaders in the Coachella Valley, each year (30 promotoras x 2 years = 60 promotoras).

Progress of Goal #1:

Provide diverse training and workforce development pathways to build the leadership and skills of community residents as promotoras and increase their readiness to become employed where appropriate.

Additionally, Vision y Compromiso is working with its teams of promotora employees to identify other/new community leaders in the region that will be invited to participate in our core competency training called Promotoras Transforming Families and Communities and our workforce readiness training and we will begin to lay the foundation for a career pathway for many, especially women who have not had the opportunity to partake in this kind of offering. Through this strategy we intend to increase the number of individuals that could apply for positions as promotoras as well as other community service type positions that are available in the Coachella Valley. We plan to offer the first training in March 2023.

Goal #2:

By June 30, 2024, Vision y Compromiso will schedule and complete a minimum of 2 activities to raise awareness about the promotora model and leverage relationships with a minimum of 10 new workforce partners each year (10 partners x 2 years = 20 partners) and promote equitable employment opportunities for Coachella Valley residents.

Progress of Goal #2:

Offer Serving from the Heart symposia to raise awareness about the promotora model in the Coachella Valley and leverage relationships with workforce partners to promote equitable employment opportunities.

During the reporting period planning for this event began. The symposium is scheduled for Mar 1, 2023. Our Network team, Workforce Manager and Associate Director began to identify speakers, locations and the organizations that will be invited to this event. Our goal is to invite a diverse group of leaders that represent many sectors serving the Coachella Valley.

Goal #3:

Progress of Goal #3:

Create other opportunities to increase leadership and economic self-sufficiency among local women leaders.

Vision y Compromiso has secured additional contracts to employ promotoras in the region. These funds are expanding the number of jobs for women and contributing to their self-sufficiency. In addition to fund from the Desert Healthcare District, we are also partnering with Borrego Health on a federal contract as well as the Sierra Health Foundation that allows us to implement an asthma mitigation project. We are currently in conversation with the University of Southern California to partner on a research project related to chronic illness that would employ promotoras as research assistants.

Progress on the Number and Location of District Residents Served

Proposed number of District residents to be *directly* served:

Total: 60

Progress on the number of District residents *directly* served:

Total: 218

Proposed number of District residents to be *indirectly* served:

Total: 3000

Progress on the number of District residents *indirectly* served:

Total: N/A

Geographic area(s) served during this reporting period:

Cathedral City
Coachella
Desert Hot Springs
Indio
North Shore
Thermal

Project Tracking:

- **Is the project on track? Yes**
- **Please describe any specific issues/barriers in meeting the desired outcomes:**

No barriers to report.

- **If the project is not on track, what is the course correction?**

Not applicable.

- **Describe any unexpected successes during this reporting period other than those originally planned:**

The engagement by promotoras in the region never ceases to surprise us. Their unconditional willingness to continue growing professionally by learning new skills, asking for more resources in order to connect individuals and families is a strength and asset in the region.

The number of teams we have been able to employ in the region is raising awareness and interest among other organizations that want to integrate the promotora model and many inquiries are being received by VyC.

Grant Progress Report

Desert AIDS Project d/b/a/ DAP Health, Grant#: 1361

DAP Health Monkeypox Virus Response

Strategic Plan Goal:

Goal 2: Proactively expand community access to specialty care serves

Strategic Plan Strategy: Strategies: 2.3; 2.6; 2.7

Reporting Period: 10/01/2022 to 12/31/2022

David Brinkman

Tel: 760-992-04015

dbrinkman@daphealth.org

Grant Information

Grant Amount: \$586,727

Paid to date: \$223,348

Balance: \$363,379

Due Date: 2/15/2023

Goals and Evaluation

The specific benefits or measurable impact to be achieved by: (6/30/2023):

Progress Outcomes:

DAP continued to provide necessary MPX tests, treatment, care, and vaccines to the community at risk for MPX. DAP continued its broadcast, digital and social media public awareness outreach for MPX testing, treatment, care, and vaccinations accessibility. We continue to track MPX testing, care, treatment, vaccinations, and outreach efforts to measure success of our efforts in in this project.

Goal #1:

From October 1, 2022 to September 30, 2023, DAP Health will test, treat, or vaccinate 5,000 at-risk individuals for MPX. This project goal coincides with the District and Foundation's Strategic Plan performance measure # of individuals who were connected to primary and specialty healthcare services in underserved communities under strategy 2.7 Utilize an equity lens to expand services and resources to underserved communities.

Progress of Goal #1:

Goal 1: #'s of individuals tested; Treated; vaccinated for MPX.

During this second quarter reporting period:

Number of Individuals Tested for MPX: 37; positive: 1; negative: 36.

Number of Individuals Treated for MPX: 5; four patients were provided with hotel stays for recovery in isolation.

Number of Individuals Vaccinated for MPX: 2,878. DAP also held two vaccination clinics.

Goal #2:

From October 1, 2022 to September 30, 2023, DAP Health will provide 1,000 community members with MPX information about access to testing, treatment and vaccines through DAP's MPX hotline. This project goal coincides with the District and Foundation's Strategic Plan performance measure # of individuals who were connected to primary and specialty healthcare services in underserved communities under strategy 2.7 Utilize an equity lens to expand services and resources to underserved communities.

Progress of Goal #2:

Goal 2: # of community members provided with MPX information about access to testing; treatment and vaccines through DAP's MPX hotline. During this second quarter reporting period, DAP's MPX hotline responded to 140 emails and 686 phone calls.

Goal #3:

From October 1, 2022 to September 30, 2023, DAP will continue to deploy a digital/social media public health campaign including in-app public health advertising to raise awareness of MPX exposure risk, symptoms and access to testing and care. This project goal coincides with the District and Foundation's Strategic Plan performance measure # of individuals who were connected to primary and specialty healthcare services in underserved communities under strategy 2.7 Utilize an equity lens to expand services and resources to underserved communities.

Progress of Goal #3:

Goal 3: Social media metrics for DAP Health's digital/social media public health campaign to raise awareness of MPX exposure risk, symptoms and access to testing and care. During this second quarter reporting period, DAP's public service radio broadcast aired 428 times, resulting in 870 visits to DAP's MPX landing page on DAP's website. DAP's in-app advertisements raising awareness of MPX testing, care, treatment, and vaccinations garnered 627,981 impressions, resulting in 4,855 clicks to DAP's MPX landing page on DAP's website. There were 2,118 independent visits to DAP's MPX landing page on DAP's website. We generated 6 unique posts to social media sites (FB; Insta; Twitter) raising awareness of MPX testing, care, treatment, and

vaccinations, resulting in 1,982 impressions and 11 post clicks to DAP's MPX landing page on DAP's website.

Progress on the Number and Location of District Residents Served

Proposed number of District residents to be *directly* served:

Total: 5,000

Progress on the number of District residents *directly* served:

Total: 3,746

Proposed number of District residents to be *indirectly* served:

Total: 10,000

Progress on the number of District residents *indirectly* served:

Total: 6,984

Geographic area(s) served during this reporting period:

Cathedral City

Desert Hot Springs

Indio

Palm Springs

Project Tracking:

- **Is the project on track? Yes**
- **Please describe any specific issues/barriers in meeting the desired outcomes:**

During this reporting period, we did not encounter any specific issues or barriers that impeded providing MPX testing, treatment, care, or vaccines; we responded to email and phone inquiries through our MPX hotline; and continued our broadcast, digital, and social media outreach raising awareness of MPX testing, treatment, care, and vaccinations.

- **If the project is not on track, what is the course correction? N/A**
- **Describe any unexpected successes during this reporting period other than those originally planned:**

In addition to the partnerships for MPX testing and vaccination clinics described in our initial application and previous reports, during this reporting period, we entered into a partnership with the City of Palm Springs to provide onsite MPX vaccine clinics in Desert Highland Gateway; the partnership has been formalized in a Memorandum of Understanding in January 2023.

DAP Health -Desert Health Care District Monthly Report for February 2023:

Goal 1: Numbers of individuals tested; treated; vaccinated for MPX: Cumulatively as of March 1, 2023, DAP has provided 249 MPX tests (109 positive; 99 negative); administered 6173 MPX vaccines; provided MPX treatment to 16 individuals, and arranged for four hotel stays for individuals recovering from MPX. In February 2023, DAP administered 1 MPX test (0 positive); 0 individual received treatment with TPOXX; administered 154 vaccines, and 0 hotel stays for an individual recovering from MPX. DAP provided MPX vaccines on February 7 2023 at the Jessie O'James Community Center; 7 vaccines were administered. DAP has executed a Memorandum of Understanding from the City of Palm Springs to provide onsite MPX vaccine clinics in Desert Highland Gateway. During February 2023, one individual received a MPX vaccine at the clinic in Desert Highland Gateway.

Local Health Jurisdiction updates: The latest MPX case in Riverside County was reported on December 12, 2022.

Goal 2: Numbers of community members provided with MPX information about access to testing; treatment and vaccines through DAP's MPX hotline. Cumulatively as of March 1, 2023, DAP's MPX hotline has responded to 3,286 calls and emails; an average of 5 inquires per day. In February 2023, the MPX hotline responded to 9 phone calls and 1 email.

Goal 3: Social media metrics for DAP Health's digital/social media public health campaign to raise awareness of MPX exposure risk, symptoms and access to testing and care. During February 2023, DAP's radio public service announcements were aired 399 times, resulting in 405 visits to DAP Health's MPX landing page; digital ads providing MPX information about access to testing, treatment and vaccinations received 1,801,542 impressions resulting in 27,949 clicks to DAP Health's landing page with more information on MPX. There were 18,139 visits to DAP Health's landing page on DAP Health's website with more information on MPX. One post on Facebook, Instagram and Twitter resulted in 143 impressions and 0 post clicks to DAP Health's MPX landing page.



**DESERT HEALTHCARE
DISTRICT & FOUNDATION**

Date: April 11, 2023
To: Program Committee
Subject: Grant Applications, RFPs, and MOUs 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 either proposal conferences and or a site visit or have been approved by the board of directors. Recommendations/suggested decisions will be brought forward to the Program Committee for possible action:

1. #1389 Step Up On Second Street, Inc. \$50,000 *Step Up's ECM/ILOS Programs in the Coachella Valley* – application and financials reviewed by staff and have requested more current financial documentation before initiating a proposal conference.
2. #1387 Well In The Desert - \$10,000 mini grant *Hot Meals program*
 - a. Status: Site visit was conducted on April 4, 2023 at United Methodist Church where a hot meals program was in progress. Staff will be requesting revisions to the mini grant proposal for more information.
3. #1386 Coachella Valley Economic Partnership (CVEP) - \$25,000 *CVEP Business Services Center FY 2024*
 - a. Status: Withdrawn by applicant. CVEP will be submitting a separate proposal to conduct research on the economic impacts on health.

Recently approved grants: None at this time

Recently declined grants:

1. #1377 Coachella Valley Journalism Foundation - \$300,000 (\$100,000 each year for 3 years) – *Healthcare Journalists*. Use of District funds: to hire and fund two reporters (one for The Desert Sun; the other for KESQ) with expertise in reporting on healthcare needs.
 - a. Status: The board of directors accepted staff and Program Committee recommendations for declination.

DESERT HEALTHCARE DISTRICT							
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE							
March 31, 2023							
TWELVE MONTHS ENDING JUNE 30, 2023							
Grant ID Nos.	Name	Approved Grants - Prior Yrs	6/30/2022 Bal Fwd	Current Yr 2022-2023	Total Paid Prior Yrs July-June	Total Paid Current Yr July-June	Open BALANCE
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000	\$ 4,990,000		\$ -		\$ 4,990,000
2021-1136-BOD-01-26-21	Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr.	\$ 119,432	\$ 11,944		\$ 11,944		\$ -
2021-1171-BOD-03-23-21	Blood Bank of San Bernardino/Riverside Counties - Bloodmobiles for Coachella Valley - 18 Months	\$ 150,000	\$ 15,000		\$ 15,000		\$ -
2021-1266-BOD-04-27-21	Galilee Center - Our Lady of Guadalupe Shelter - 1 Yr.	\$ 150,000	\$ 15,000		\$ 15,000		\$ -
2021-1277-BOD-04-27-21	Lift To Rise - United Lift Rental Assistance 2021 - 8 Months	\$ 300,000	\$ 30,000		\$ 30,000		\$ -
2021-1280-BOD-05-25-21	Desert AIDS Project - DAP Health Expands Access to Healthcare - 1Yr.	\$ 100,000	\$ 10,000		\$ 10,000		\$ -
2021-1296-BOD-11-23-21	Coachella Valley Volunteers In Medicine - Improving Access to Healthcare Services - 1 Yr.	\$ 154,094	\$ 84,752		\$ 69,342		\$ 15,410
2021-1289-BOD-12-21-21	Desert Cancer Foundation - Patient Assistance Program - 1 Yr.	\$ 150,000	\$ 82,500		\$ 82,500		\$ -
2022-1301-BOD-01-25-22	UCR Regents - Community Based Interventions to Mitigate Psychological Trauma - 1 Yr.	\$ 113,514	\$ 62,433		\$ 51,081		\$ 11,352
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		\$ 5,000
2022-1303-BOD-01-25-22	CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr.	\$ 54,056	\$ 29,731		\$ 24,325		\$ 5,406
2022-1306-BOD-02-22-22	Olive Crest Treatment Center - General Support for Mental Health Services - 1 Yr.	\$ 123,451	\$ 67,898		\$ 55,553		\$ 12,345
2022-1311-BOD-04-26-22	Desert Arc - Healthcare for Adults with Disabilities Project Employment of Nurses - 1 Yr.	\$ 102,741	\$ 56,508		\$ 46,233		\$ 10,275
2022-1313-BOD-04-26-22	Angel View - Improving Access to Primary and Specialty Care Services for Children With Disabilities 1 Yr.	\$ 76,790	\$ 42,235		\$ 34,555		\$ 7,680
2022-1314-BOD-05-24-22	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.	\$ 60,000	\$ 60,000		\$ 54,000		\$ 6,000
2022-1325-BOD-06-28-22	Vision Y Compromiso - CVEC Unrestricted Grant Funds - 2 Yrs.	\$ 150,000	\$ 150,000		\$ 67,500		\$ 82,500
2022-1327-BOD-06-28-22	Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs.	\$ 50,000	\$ 50,000		\$ 11,250		\$ 38,750
2022-1328-BOD-06-28-22	El Sol - Expanding Access to Educational Resources for Promotoras - 2 Yrs.	\$ 150,000	\$ 150,000		\$ 33,750		\$ 116,250
2022-1331-BOD-06-28-22	Pueblo Unido - Improving Access to Behavioral Health Education and Prevention Services - 2 Yrs.	\$ 50,000	\$ 50,000		\$ 22,500		\$ 27,500
2022-0965-BOD-06-28-22	Desert Healthcare Foundation - Behavioral Health Initiative Expansion - 3 Yrs.	\$ 2,000,000	\$ 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		\$ 2,566,566		\$ -
2022-1323-Mini-07-21-22	Alianza Nacional De Campesinas, Inc - Mini Grant			\$ 5,000		\$ 5,000	\$ -
2022-1321-Mini-07-25-22	Theresa A. Mike Scholarship Foundation - Mini Grant			\$ 5,000		\$ 5,000	\$ -
2022-1324-BOD-07-26-22	Galilee Center - Our Lady of Guadalupe Shelter - 2 Yr.			\$ 100,000		\$ 45,000	\$ 55,000
2022-1332-BOD-07-26-22	Alianza CV - Expanding and Advancing Outreach Through Increasing Capacity Development - 2 Yrs.			\$ 100,000		\$ 22,500	\$ 77,500
2022-1322-Mini-08-13-22	Hanson House Foundation, Inc. - Mini Grant			\$ 5,000		\$ 5,000	\$ -
2022-1329-BOD-09-27-22	DPMG - Mobile Medical Unit - 3 Yrs.			\$ 500,000		\$ 50,000	\$ 450,000
2022-1350-BOD-09-27-22	JFK Memorial Foundation - Behavioral Health Awareness and Education Program - 1 Yr.			\$ 57,541		\$ 25,893	\$ 31,648
2022-1355-BOD-09-27-22	Joslyn Center - The Joslyn Wellness Center - 1 Yr.			\$ 85,000		\$ 38,250	\$ 46,750
2022-1361-BOD-09-27-22	DAP Health - DAP Health Monkeypox Virus Response - 1 Yr.			\$ 586,727		\$ 228,362	\$ 358,365
2022-1364-Mini-10-25-22	Al Horton Memorial Rotary Foundation - Mini Grant			\$ 5,000		\$ 5,000	\$ -
2022-1356-BOD-10-25-22	Blood Bank of San Bernardino/Riverside Counties - Coachella Valley Therapeutic Apheresis Program - 1 Yr.			\$ 140,000		\$ 63,000	\$ 77,000
2022-1358-BOD-10-25-22	Foundation for Palm Springs Unified School District - School-Based Wellness Center Project - 1 Yr.			\$ 110,000		\$ 49,500	\$ 60,500
2022-1362-BOD-10-25-22	Jewish Family Service of the Desert - Mental Health Counseling Services for Underserved - 2 Yrs.			\$ 160,000		\$ 36,000	\$ 124,000
2022-1326-BOD-12-20-22	TODEC - TODEC's Equity Program - 2 Yrs.			\$ 100,000		\$ 22,500	\$ 77,500
2022-1330-BOD-12-20-22	OneFuture Coachella Valley - Building a Healthcare Workforce Pipeline - 2 Yrs.			\$ 605,000		\$ 68,063	\$ 536,937
2022-1369-BOD-12-20-22	ABC Recovery Center - Cost of Caring Fund Project - 1 Yr.			\$ 332,561		\$ 74,826	\$ 257,735
2023-1357-Mini-01-09-23	Desert Recreation Foundation - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1333-BOD-01-24-23	Organizacion en California de Lideres Campesinas - Healthcare Equity for ECV Farmworker Women - 2 Yrs.			\$ 150,000		\$ 33,750	\$ 116,250
2023-1363-BOD-01-24-23	Pegasus Riding Academy - Pegasus Equine Assisted Therapy - 1 Yr.			\$ 60,092		\$ 27,040	\$ 33,052
2023-1375-Mini-01-30-23	California CareForce - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1374-Mini-02-10-23	Alianza Nacional De Campesinas, Inc - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1373-Mini-02-14-23	Palms To Pines Parasports - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1370-Mini-02-15-23	HIV+ Aging Research Project-Palm Springs - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1372-BOD-02-28-23	Reynaldo J. Carreon MD Foundation - Dr. Carreon Scholarship Program - 1 Yr.			\$ 50,000		\$ 22,500	\$ 27,500
TOTAL GRANTS		\$ 16,670,644	\$ 10,552,067	\$ 3,206,922	\$ 5,223,599	\$ 877,184	\$ 7,658,206
Amts available/remaining for Grant/Programs - FY 2022-23:							
Amount budgeted 2022-2023			\$ 4,000,000			G/L Balance:	3/31/2023
Amount granted through March 31, 2023:			\$ (3,206,922)				
Financial Audits of Non-Profits; Organizational Assessments			\$ -			2131	\$ 4,138,206
Net adj - Grants not used: FY 21-22 Funds			\$ 2,566,566			2281	\$ 3,520,000
Matching external grant contributions			\$ -			Total	\$ 7,658,206
Balance available for Grants/Programs			\$ 3,359,644				\$ 0
* 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
FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE
MEETING MINUTES
April 12, 2023

Directors Present	District Staff Present	Absent
Chair/Treasurer Arthur Shorr Vice-President Carmina Zavala, PsyD Director Leticia De Lara, MPA	Conrado E. Bárzaga, MD, Chief Executive Officer Chris Christensen, Chief Administration Officer Donna Craig, Chief Program Officer Alejandro Espinoza, Chief of Community Engagement Andrea S. Hayles, Board Relations Officer	Eric Taylor, Accounting Manager

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Chair Shorr called the meeting to order at 5:00 p.m.	
II. Approval of Agenda	Chair Shorr asked for a motion to approve the agenda.	Moved and seconded by Director De Lara and Vice-President Zavala to approve the agenda. Motion passed unanimously.
III. Public Comment	There was no public comment.	
IV. Approval of Minutes 1. F&A Minutes – Meeting March 15, 2023	Chair Shorr motioned to approve the March 15, 2023, meeting minutes.	Moved and seconded by Director Shorr and Vice-President Zavala to approve the March 15, 2023, meeting minutes. Motion passed unanimously.
V. CEO Report	Conrado Bárzaga, CEO, described the prospective 75th Anniversary events and the upcoming May 18 event for releasing the history book. The District hired a consultant for \$20k for coordinating the event, as authorized in the policy, for the CEO to proceed without approval. In response to the committee’s inquiry about affordability of the consultant, Dr. Bárzaga, described positively closing the fiscal year.	

**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE
MEETING MINUTES
April 12, 2023**

	<p>Chris Christensen, CAO, described the property tax revenue as exceeding the overbudget by \$1M and net income by \$1M over the annual budget, including the investment accounts projecting less on the estimated loss for the year.</p> <p>Chair Shorr inquired about the development director since he could not attend the March board meeting. Dr. Bárzaga and Director De Lara, chair of the strategic planning committee, described the recommendation to delay moving forward with the development director and reassess the position after the conclusion of the lease negotiation.</p>	
<p>VI. Chief Administration Officer's Report</p>	<p>Chris Christensen, CAO, described the preliminary audit commencing in May and the annual budget will be presented to the committee for review during the same month.</p> <p>The Las Palmas Medical Plaza has three suites currently vacant and available for lease, and the broker is actively showing the suites. A lease renewal is on the agenda for approval of suite 2W 105-106.</p>	
<p>VII. Financial Reports</p> <p>1. District and LPMP Financial Statements</p> <p>2. Accounts Receivable Aging Summary</p>	<p>Chair Shorr reviewed the March financials with the committee.</p> <p>Chris Christensen, CAO, described the year-to-date</p>	<p>Moved and seconded by Vice-President Zavala and Director Shorr to approve the March 2023</p>

**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE
MEETING MINUTES
April 12, 2023**

<p>3. District – Deposits 4. District – Property Tax Receipts 5. LPMP Deposits 6. District – Check Register 7. Credit Card – Detail of Expenditures 8. LPMP – Check Register 9. Retirement Protection Plan Update 10. Grant Payment Schedule</p>	<p>variance analysis with the District over budget by approximately \$2M of the projected budget, property taxes over budget by \$900k, and interest income over budget by \$700k, with a less-than-projected loss. As more property tax revenue is received from new housing developments in Rancho Mirage and other areas west of Cook Street in the prior District boundaries, the annual budget will increase.</p> <p>The retirement protection plan is reduced by two participants from February to March and a smaller number of participants in April.</p> <p>The grant payments schedule started the year with \$2.5M for grant funding allocations carried over from the prior year. There are \$3.2M in awards with a remaining balance of \$3M.</p>	<p>financials – items 1-10 and forward to the Board for approval. Motion passed unanimously.</p>
<p>VIII. Other Matters</p> <p>1. Addendum #1 – Extension to 06/30/24 – Strategies 360, Inc.</p>	<p>Christensen, CAO, described the background of Strategies 360 for legislative assistance of seismic compliance. The one-year addendum at no additional cost is to continue lobbying for legislation on seismic retrofit.</p> <p>Christensen, CAO, described Dr. Hashmi’s long-term</p>	<p>Moved and seconded by Director De Lara and Vice-President Zavala to approve Addendum #1 – Extension to 06/30/24 – Strategies 360, Inc. and forward to the Board for approval. Motion passed unanimously.</p> <p>Moved and seconded by Director Shorr and Director De Lara to</p>

**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE
MEETING MINUTES
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<p>2. LPMP – Lease Renewal – Aijaz Hashmi, M.D. – Suite 2W 105-106</p>	<p>tenancy at the medical plaza with a new 5-year lease renewal at \$1.72/sq. ft., tenant improvement allowance of \$10/sq. ft., and a net lease income of \$188,903.</p>	<p>approve LPMP – Lease Renewal – Aijaz Hashmi, M.D. – Suite 2W 105-106 and forward to the Board for approval. Motion passed unanimously.</p>
<p>3. LPMP –2022 CAM Reconciliation</p>	<p>Christensen, CAO, provided an overview of the \$.69 per foot CAM charges with an increase to \$.81 per foot given the additional weekend security coverage and maintenance cost increases with an excess expense of \$83k passed on to the tenants. Any additional expenses will be billed to the tenants in 2024. On a non-related matter although the tenants are not expensed for the interior fire sprinkler systems, the work is almost complete.</p>	
<p>IX. Adjournment</p>	<p>Chair Shorr adjourned the meeting at 5:30 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>

ATTEST: _____
 Arthur Shorr, Chair/Treasurer, 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 & FOUNDATION

Date: April 12, 2023
To: Finance & Administration Committee
Subject: Las Palmas Medical Plaza Common Area Maintenance (CAM) charges

Staff Recommendation: Informational Item

Background:

- The District incurs costs related to Common Area Maintenance, Insurance and Property Taxes (CAM) for the Las Palmas Medical Plaza.
- Tenants are currently billed a monthly amount of \$.69/square foot for the tenant's proportionate share.
- At the end of the calendar year, an accounting is completed for the CAM expenses.
- The District, per the lease agreement, is allowed to bill the tenants any CAM expenses in excess of the total billed for the year.
- The accounting of the CAM charges for calendar year 2022 reflected actual expenses equivalent to \$.81/sf. See schedule attached.
- Several expense items experienced significant increases in 2022, to include, Deferred Maintenance, Security, Rubbish Removal, and Insurance.
- Staff has assessed the 2022 excess cost of \$83,464 to the tenants based on their proportional share.
- Staff has increased the monthly billing to the tenants to \$.80/sf for calendar year 2023 and bill any potential excess costs at the beginning of 2024.

Fiscal Impact:

A majority of the excess costs are recovered from the tenants through the annual excess billing.

LAS PALMAS MEDICAL PLAZA			
CAM CALCULATION FOR CALENDAR YEAR 2022			
Expenses are CY 2022 Expenses			
Source: Quickbooks	ACTUAL EXPENSE	CAM	Change
	Jan - Dec 22	Charges	From 2021
6445 · LPMP Expenses			
6427 · HVAC Maintenance Expense	15,943	9,860	(1,662)
6439 · Deferred Maintenance Repairs Exp	21,514	10,757	7,757
6440 · Property Maintenance	132,500	132,500	5,432
6458 · Elevators - R & M Expense	12,864	12,864	4,324
6460 · Exterminating Service Expense	14,770	14,770	12,820
6463 · Landscaping Expense	5,110	5,110	(8,213)
6467 · Lighting Expense	0	0	(4,118)
6476 · Signage Expense	2,004	350	(852)
6480 · Rubbish Removal Medical Waste	15,929	15,929	(3,077)
6481 · Rubbish Removal Expense	33,192	33,192	7,972
6482 · Utilities/Electricity/Exterior	6,320	6,320	(376)
6484 · Utilities - Water (Exterior)	9,766	9,766	(116)
6485 · Security Expenses	108,801	108,801	15,388
6420 · Insurance Expense	44,714	44,714	10,431
6475 · Property Taxes Expense	74,768	74,768	1,318
Total Expense		479,701	47,028
Square Footage		49,356	
CAM per sq ft		\$ 0.81	
Billed CAM for 2022		396,237	
Excess Expenses for 2022		83,464	



Date: April 17, 2023

DHCD Progress Report #2023-1 for reporting period January 1, 2023, to March 31, 2023

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 Murray Quance, Senior Program Assistant – Transportation (mquance@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.

Construction progress continued throughout the first quarter in multiple cities along the project route. As depicted in the following photos, the primary focus in the cities of Indio and La Quinta has been constructing the undercrossings, including the slope protection on Fred Waring Drive and Golf Center Parkway. In addition, work proceeds on the Monroe, Jackson, Adams and Shields Park connectors. Work has commenced on the Washington Street trailhead and the installation of the shade structures has begun at the Washington Street trailhead.



East Valley: Indio and La Quinta pathway and undercrossings.



In the City of Palm Springs, on-street path work which includes signage and stripping along Mesquite Ave/El Cielo continues. In addition, Lithocrete was applied at Sunny Dunes. Work is underway at the various access points, including the Palm Springs Visitors Center Access Point, in order to provide benches and other amenities.



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.

Construction of Segment 5 will lead to another nearly four miles of CV Link across the tribal lands of the Cabazon Band of Cahuilla Indians and the Twenty-Nine Palm Band of Mission Indians. This segment will receive partial construction funding from the federal Congestion and Mitigation and Air Quality (CMAQ) program. CVAG is working with Caltrans to receive right of way certification. Unfortunately this process has been longer than expected. As soon as authorization is granted, CVAG will release a request for bids and begin the process award a contract for construction.

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

Construction always brings surprises, and CVAG has also been working through unexpected discoveries of unmarked utilities. At the same time, CVAG staff is coordinating CV Link construction with the Coachella Valley Water District and the timing of CVWD projects along the stormwater channel.

As noted above, the process to secure the right of way certification has been ongoing for months as staff in Caltrans headquarters review the paperwork. CVAG had hoped to release a request for bids by now. While awaiting approval, CVAG staff has worked with its team to prep the bid package with hopes of releasing it as soon as authorization is granted.

4. Is your project on schedule?

Progress overall is on schedule. Certain segments have taken longer than expected, including the work in Palm Springs. But CVAG continues to adjust 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 is also in constant coordination with the Coachella Valley Water District regarding the timing of work along the stormwater channel in La Quinta, Indio, and Coachella. CVAG will continue to work with Caltrans to finalize the final design for Highway 111 near the Palm Springs Visitors Center.



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 second quarter of 2023, CVAG anticipates achieving the following milestones:

- Continue construction along the project route, primarily in the cities of Palm Springs, La Quinta and Indio. This includes:
 - Various undercrossings, namely Monroe, Jackson, Miles, Fred Waring, and Golf Center Parkway.
 - On-street segments in the City of Palm Springs, including striping along the Tahquitz Creek route.
- Work with the City of La Quinta on construction of the Dune Palm Bridge project. The City has commenced construction. CVAG will reimburse the City as it builds improvements related to CV Link, which will go under the new bridge.
- Our challenge will be working with Caltrans to finalize a right of way certification, which is needed to release a request for construction bids on the next segments of CV Link.

Looking ahead, CVAG anticipates a groundbreaking in the City of Coachella and commencing construction behind the Palm Desert High School as part of the approved \$53 million contract with Ames. CVAG will keep the District Board and staff aware of any planned events. 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 jhoy@cvag.org and Murray Quance Senior Program Assistant – Transportation can be reached at (760) 636-2373 or mquance@cvag.org