



DESERT HEALTHCARE DISTRICT
Finance, Legal, Administration, & Real Estate Committee
November 15, 2023

The Finance, Legal, Administration, & Real Estate Committee of the Desert Healthcare District will be held at 5:00 PM, Wednesday, November 15, 2023, via Zoom using the following link:
<https://us02web.zoom.us/j/83743788340?pwd=VXljcEdUMWtLa3NvdHd3SGRXa0Mzd09>
Password: 108761

Members of the public can also participate by telephone, using the following dial in information:
Dial in #:(669) 900-6833 or (888) 788-0099
Webinar ID: 837 4378 8340
Password: 108761

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. PUBLIC COMMENT

At this time, comments from the audience may be made on items not listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. The Committee has a policy of limiting speakers to not more than three minutes. The Committee cannot take action on items not listed on the agenda. Public input may be offered on an agenda item when it comes up for discussion and/or action.

IV. APPROVAL OF MINUTES

1. F&A Meeting Minutes – October 11, 2023 – Pg. 3-7

ACTION

V. INTERIM CEO REPORT

Information

VI. CHIEF ADMINISTRATION OFFICER’S REPORT – Pg. 8

Information

1. LPMP Leasing Update – Pg. 9

VII. FINANCIAL REPORTS

ACTION

1. District and LPMP Financial Statements – Pg. 10-21
2. Accounts Receivable Aging Summary – Pg. 22
3. District - Deposits – Pg. 23
4. District - Property tax receipts – Pg. 24
5. LPMP – Deposits – Pg. 25-26
6. District – Check Register – Pg. 27-28
7. Credit Card – Detail of Expenditures – Pg. 29
8. LPMP – Check Register – Pg. 30
9. CEO Discretionary Fund – Pg. 31
10. Retirement Protection Plan Update – Pg. 32
11. Grant Payment Schedule – Pg. 33



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VIII. OTHER MATTERS

- | | |
|---|---------------|
| 1. LPMP Lease Renewal – Desert Family Medical, Suite 2W 203-204 – 5-years – Pg. 34-64 | ACTION |
| 2. Consulting Services Agreement – Addendum # – TWC Consulting – NTE \$6,833.33 – Pg. 65-76 | ACTION |
| 3. Consulting Services Agreement – Deveau Burr Group – NTE \$9,500 – Pg. 77-85 | ACTION |
| 4. Purchase Agreement – Budget Blinds of Coachella Valley – NTE \$8,920.03 – Pg. 86-126 | ACTION |
| 5. Consulting Services Agreement – Strategic Planning Continuation – Veralon Health – NTE \$5,000 – Pg. 127-134 | Information |

IX. 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 any disability which would require accommodation to enable you to participate in this meeting or translation services, 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 24 hours prior to the meeting.

Andrea S. Hayles

Andrea S. Hayles, Board Relations Officer



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

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Chair Shorr called the meeting to order at 5:05 p.m., exiting the meeting at 5:46 p.m., and requesting that Director De Lara chair the remainder of the meeting in his absence.	
II. Approval of Agenda	Chair Shorr asked for a motion to approve the agenda and move the audit reports to the beginning of the meeting.	Moved and seconded by Director De Lara and Vice-President Zavala to approve the agenda and move the audit report to the beginning of the meeting. Motion passed unanimously.
III. Public Comment	There was no public comment.	
IV. Approval of Minutes 1. F&A Minutes – Meeting September 13, 2023	Chair Shorr motioned to approve the September 13, 2023, meeting minutes.	Moved and seconded by Director De Lara and Vice-President Zavala to approve the September 13, 2023, meeting minutes. Motion passed unanimously.
V. Interim CEO Report 1. 2024 Community Health Summit	Chris Christensen, Interim CEO, described the committee meeting discussions for the community health summit, the preliminary budget of \$120k with \$140-\$145k in potential sponsorships, including the District, the environmental health theme, a March 21 st prospective date, and support	

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	<p>from the Committee and Board to move forward.</p> <p>The committee recommended that staff determine if funds from the Avery Trust funds could assist with financing the Summit.</p>	
<p>VII. Chief Administration Officer Report</p> <p>1. Las Palmas Medical Plaza Update</p>	<p>Chris Christensen, Interim CEO, described the three vacant units at the Las Palmas Medical Plaza. Since Lab Corp is a large entity, the lease renewal usually requires a year to approve. The staff didn't receive the draft lease sooner than expected for the committee meeting, requesting consent to present the lease to the entire Board for approval at the October Board meeting for a November 1st renewal date.</p>	
<p>VIII. Financial Reports</p> <p>1. District and LPMP Financial Statements</p> <p>2. Accounts Receivable Aging Summary</p> <p>3. District – Deposits</p> <p>4. District – Property Tax Receipts</p> <p>5. LPMP Deposits</p> <p>6. District – Check Register</p> <p>7. Credit Card – Detail of Expenditures</p> <p>8. LPMP – Check Register</p> <p>9. Retirement Protection Plan Update</p> <p>10. Grant Payment Schedule</p>	<p>Chair Shorr reviewed the September financial statements with the committee.</p> <p>There were no questions or comments.</p>	<p>Moved and seconded by Director De Lara and Vice- Zavala to approve the September 2023 financials – items 1-10 and forward to the Board for approval. Motion passed unanimously.</p>



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<p>IX. Other Matters</p> <p>1. Craig Hartzheim – Moss Levy & Hartzheim – FY 2023 Audit Reports – District & RPP</p> <p>a. Management Letter, Communication Letter, Internal Controls Report</p> <p>b. District Audit Report</p> <p>c. RPP Audit Report</p> <p>d. Foundation Audit Report – (Information – Consideration of Approval during the Foundation Committee meeting)</p>	<p>Chris Christensen, Interim CEO, provided an overview of the District, Foundation, and Retirement Protection Plan audit reports and the single audit for review at a separate meeting.</p> <p>Craig Hartzheim, partner, Moss Levy & Hartzheim, described his familiarity with the District and Foundation and the internal controls of a small personnel with overlapping duties; however, there is appropriate oversight by the Board for fund disbursements and grant payouts. The opinions are clean and successful, with no material findings other than in the District financial statements. The prior auditors neglected the Governmental Accounting Standards Board (GASB) Statement No. 87 for long-term leases, such as the cell tower and the Las Palmas Plaza.</p> <p>There were no changes to the Retirement Protection Plan. Mr. Hartzheim highlighted the net pension asset with more funds in the investment account than required for any payouts – a positive position with the plan, further</p>	<p>Moved and seconded by Director De Lara and Vice-President Zavala and to approve the FY 2023 Audit Reports – District & RPP and forward to the Board for approval.</p> <p>Motion passed unanimously.</p>
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	<p>answering questions from the committee.</p> <p>The committee inquired about the relevance of the Related Party Transaction and the creation of the Coachella Valley Equity Collaborative (CVEC) CBOs, illustrating that the Foundation CEO's wife is an associate director of one of the CBO's, Vision y Compromiso. Chris Christensen, Interim CEO, communicated that whenever a transaction occurs with any party employed by the Foundation with a family member, it is standard practice to report the related party transaction.</p>	
<p>2. LPMP New Lease – DPMG Health – Suite 1W-204 – 2-year lease</p>	<p>Chris Christensen, Interim CEO, described the DPMG Health 2-year lease related to their mobile medical unit grant proposal approved by the Program Committee for final authorization to the Board.</p>	<p>Moved and seconded by Director De Lara and Vice-President Zavala and to approve LPMP New Lease – DPMG Health – Suite 1W-204 – 2-year lease and forward to the Board for approval. Motion passed unanimously.</p>
<p>3. 2024 Palm Springs Health Run and Wellness Festival – \$35,000 Sponsorship</p>	<p>Chris Christensen, Interim CEO, described the 75 Year Anniversary and promoting the District with the Health and Wellness Run, highlighting the marketing, advertising, and public awareness at the festival. The committee recommended that Director Zendle speak at the festival representing Zone 1.</p>	<p>Moved and seconded by Director De Lara and Director Shorr and to approve the 2024 Palm Springs Health Run and Wellness Festival – \$35,000 Sponsorship and forward to the Board for approval. Motion passed unanimously.</p>



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X. Adjournment	Director De Lara adjourned the meeting at 5:47 p.m.	<i>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</i>
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ATTEST: _____
Leticia De Lara, Director, Board of Directors
Finance & Administration Committee Chair
Desert Healthcare District Board of Directors

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

DRAFT



Chief Administration Officer's Report

November 15, 2023

Las Palmas Medical Plaza - Property Management:

Occupancy:

See attached unit rental status report.

94.1% currently occupied –

Total annual rent including CAM fees is **\$1,433,500**.

Leasing Activity:

2 suites (1W-104, & 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 November 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		
1W, 104	Vacant					1,024	2.07%						
2W, 103-104	Vacant					1,878	3.81%						
Total - Vacancies						2,902	5.88%						
Total Suites - 32 - 30 Suites Occupied		\$57,492.84				49,356	94.1%	\$ 82,298.33	\$ 987,579.96	\$ 1.77	\$ 37,160.00	\$ 119,458.33	\$ 1,433,499.96
Summary - All Units													
			Occupied	46,454	94.1%								
			Vacant	2,902	5.9%								
			Pending	0	0.0%								
			Total	49,356	100%								

DESERT HEALTHCARE DISTRICT
OCTOBER 2023 FINANCIAL STATEMENTS
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Year to Date Variance Analysis
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Credit Card Expenditures
Check Register - LPMP
CEO Discretionary Fund
Retirement Protection Plan Update
Grants Schedule

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

Scope: \$25,000 Variance per Statement of Operations Summary				
	YTD		Over(Under)	
Account	Actual	Budget	Budget	Explanation
4000 - Income	\$ 936,557	\$ 244,508	\$ 692,049	Higher interest income and market fluctuations (net) from FRF investments \$573k; higher property tax revenues \$119k
4501 - Misc Income	\$ 140,000	\$ 3,000	\$ 137,000	Higher misc income \$140k from Coachella Valley Resource Conservation District for 2nd Mobile Medical Unit
5000 - Direct Expenses	\$ 677,603	\$ 625,432	\$ 52,171	Higher wage related expenses \$107k; lower education expense \$24k; lower board expenses \$22k; lower health insurance expense \$11k; higher misc \$2k
6325-CEO Discretionary Fund	\$ 42,198	\$ 16,668	\$ 25,530	Budget of \$50,000 for fiscal year is amortized straight-line over 12-month fiscal year.
6500 - Professional Fees Expense	\$ 211,407	\$ 552,152	\$ (340,745)	Lower Professional Services expense \$265k; lower PR/Communications expense \$64k; lower legal expense \$12k
7000 - Grants Expense	\$ 2,326,676	\$ 1,333,332	\$ 993,344	Budget of \$4 Million for fiscal year is amortized straight-line over 12-month fiscal year. As of October 31, 2023, there is \$1,684,574 remaining in the fiscal year grant budget, with a total of \$338,600 in unexpended grant funds.

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

	MONTH			TOTAL		
	Oct 23	Budget	\$ Over Budget	Jul - Oct 23	Budget	\$ Over Budget
Income						
4000 · Income	496,435	233,507	262,928	936,657	244,508	692,149
4500 · LPMP Income	117,104	116,723	381	467,085	466,892	193
4501 · Miscellaneous Income	140,000	750	139,250	140,000	3,000	137,000
Total Income	753,539	350,980	402,559	1,543,743	714,400	829,343
Expense						
5000 · Direct Expenses	103,067	156,358	(53,291)	677,603	625,432	52,171
6000 · General & Administrative Exp	67,863	52,110	15,753	212,619	208,440	4,179
6325 · CEO Discretionary Fund	3,698	4,167	(469)	42,198	16,668	25,530
6445 · LPMP Expenses	97,347	104,163	(6,816)	394,771	416,652	(21,881)
6500 · Professional Fees Expense	70,904	138,038	(67,134)	211,407	552,152	(340,745)
6600 · Mobile Medical Unit	300	0	300	592	0	592
6700 · Trust Expenses	17,258	6,542	10,716	33,632	26,168	7,464
Total Expense Before Grants	360,437	461,378	(100,941)	1,572,817	1,845,518	(272,701)
7000 · Grants Expense	1,685,600	333,333	1,352,267	2,326,676	1,333,332	993,344
Net Income	(1,292,498)	(443,731)	(848,767)	(2,355,751)	(2,464,450)	108,699

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

	MONTH			TOTAL		
	Oct 23	Budget	\$ Over Budget	Jul - Oct 23	Budget	\$ Over Budget
Income						
4000 · Income						
4010 · Property Tax Revenues	248,614	229,840	18,774	348,532	229,840	118,692
4200 · Interest Income						
4220 · Interest Income (FRF)	193,465	85,000	108,465	416,645	340,000	76,645
9999-1 · Unrealized gain(loss) on invest	52,356	(83,333)	135,689	163,480	(333,332)	496,812
Total 4200 · Interest Income	245,821	1,667	244,154	580,125	6,668	573,457
4300 · DHC Recoveries	2,000	2,000	0	8,000	8,000	0
Total 4000 · Income	496,435	233,507	262,928	936,657	244,508	692,149
4500 · LPMP Income	117,104	116,723	381	467,085	466,892	193
4501 · Miscellaneous Income	140,000	750	139,250	140,000	3,000	137,000
Total Income	753,539	350,980	402,559	1,543,742	714,400	829,342
Expense						
5000 · Direct Expenses						
5100 · Administration Expense						
5110 · Wages Expense	100,943	131,159	(30,216)	634,301	524,636	109,665
5111 · Allocation to LPMP - Payroll	(6,539)	(6,539)	0	(26,156)	(26,156)	0
5112 · Vacation/Sick/Holiday Expense	12,549	15,000	(2,451)	66,072	60,000	6,072
5114 · Allocation to Foundation	(33,148)	(33,148)	0	(132,592)	(132,592)	0
5119 · Allocation-FED FUNDS/CVHIP-DHCF	(18,750)	(17,071)	(1,679)	(73,940)	(68,284)	(5,656)
5120 · Payroll Tax Expense	6,955	10,578	(3,623)	39,522	42,312	(2,790)
5130 · Health Insurance Expense						
5131 · Premiums Expense	20,363	22,456	(2,093)	85,259	89,824	(4,565)
5135 · Reimb./Co-Payments Expense	286	1,950	(1,664)	1,500	7,800	(6,300)
Total 5130 · Health Insurance Expense	20,649	24,406	(3,757)	86,759	97,624	(10,865)
5140 · Workers Comp. Expense	438	585	(147)	3,014	2,340	674
5145 · Retirement Plan Expense	9,418	10,486	(1,068)	42,977	41,944	1,033
5160 · Education Expense	995	8,333	(7,338)	9,635	33,332	(23,697)
Total 5100 · Administration Expense	93,510	143,789	(50,279)	649,592	575,156	74,436
5200 · Board Expenses						
5210 · Healthcare Benefits Expense	2,932	4,188	(1,256)	9,080	16,752	(7,672)
5230 · Meeting Expense	3,507	3,708	(201)	8,025	14,832	(6,807)
5235 · Director Stipend Expense	2,431	3,465	(1,034)	8,936	13,860	(4,924)
5240 · Catering Expense	667	1,000	(333)	1,152	4,000	(2,848)
5250 · Mileage Reimbursement Expense	20	208	(188)	818	832	(14)
Total 5200 · Board Expenses	9,557	12,569	(3,012)	28,011	50,276	(22,265)
Total 5000 · Direct Expenses	103,067	156,358	(53,291)	677,603	625,432	52,171

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

	MONTH			TOTAL		
	Oct 23	Budget	\$ Over Budget	Jul - Oct 23	Budget	\$ Over Budget
6000 · General & Administrative Exp						
6110 · Payroll fees Expense	222	208	14	844	832	12
6120 · Bank and Investment Fees Exp	5,851	5,200	651	22,109	20,800	1,309
6125 · Depreciation Expense	1,905	2,000	(95)	7,620	8,000	(380)
6126 · Depreciation-Solar Parking lot	15,072	15,072	0	60,288	60,288	0
6127 · Depreciation - Autos	5,984	3,287	2,697	21,638	13,148	8,490
6130 · Dues and Membership Expense	1,771	5,385	(3,614)	9,661	21,540	(11,879)
6200 · Insurance Expense	4,657	4,950	(293)	17,056	19,800	(2,744)
6300 · Minor Equipment Expense	0	42	(42)	0	168	(168)
6305 · Auto Allowance & Mileage Exp	0	500	(500)	2,001	2,000	1
6306 · Staff- Auto Mileage reimb	884	625	259	1,765	2,500	(735)
6309 · Personnel Expense	0	375	(375)	0	1,500	(1,500)
6310 · Miscellaneous Expense	0	42	(42)	0	168	(168)
6311 · Cell Phone Expense	1,175	900	275	2,895	3,600	(705)
6312 · Wellness Park Expenses	689	83	606	689	332	357
6315 · Security Monitoring Expense	108	50	58	216	200	16
6340 · Postage Expense	257	333	(76)	885	1,332	(447)
6350 · Copier Rental/Fees Expense	377	500	(123)	1,508	2,000	(492)
6351 · Travel Expense	12,027	2,500	9,527	22,412	10,000	12,412
6352 · Meals & Entertainment Exp	2,484	2,417	67	4,232	9,668	(5,436)
6355 · Computer Services Expense	10,401	3,083	7,318	21,151	12,332	8,819
6360 · Supplies Expense	1,199	1,833	(634)	4,346	7,332	(2,986)
6380 · LAFCO Assessment Expense	180	208	(28)	720	832	(112)
6400 · East Valley Office	2,620	2,517	103	10,583	10,068	515
Total 6000 · General & Administrative Exp	67,863	52,110	15,753	212,619	208,440	4,179
6325 · CEO Discretionary Fund	3,698	4,167	(469)	42,198	16,668	25,530
6445 · LPMP Expenses	97,347	104,163	(6,816)	394,771	416,652	(21,881)
6500 · Professional Fees Expense						
6516 · Professional Services Expense	57,988	103,038	(45,050)	147,447	412,152	(264,705)
6520 · Annual Audit Fee Expense	1,441	1,458	(17)	5,764	5,832	(68)
6530 · PR/Communications/Website	1,475	20,542	(19,067)	18,196	82,168	(63,972)
6560 · Legal Expense	10,000	13,000	(3,000)	40,000	52,000	(12,000)
Total 6500 · Professional Fees Expense	70,904	138,038	(67,134)	211,407	552,152	(340,745)

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

	MONTH			TOTAL		
	Oct 23	Budget	\$ Over Budget	Jul - Oct 23	Budget	\$ Over Budget
6600 · Mobile Medical Unit	300	0	300	592	0	592
6700 · Trust Expenses						
6720 · Pension Plans Expense						
6721 · Legal Expense	0	167	(167)	0	668	(668)
6725 · RPP Pension Expense	5,000	5,000	0	20,000	20,000	0
6728 · Pension Audit Fee Expense	12,258	1,375	10,883	13,632	5,500	8,132
Total 6700 · Trust Expenses	17,258	6,542	10,716	33,632	26,168	7,464
Total Expense Before Grants	360,437	461,378	(100,941)	1,572,817	1,845,518	(272,701)
7000 · Grants Expense						
7010 · Major Grant Awards Expense	1,685,600	333,333	1,352,267	2,326,676	1,333,332	993,344
Net Income	(1,292,498)	(443,731)	(848,767)	(2,355,751)	(2,464,450)	108,699

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

	MONTH			TOTAL		
	Oct 23	Budget	\$ Over Budget	Jul - Oct 23	Budget	\$ Over Budget
Income						
4500 · LPMP Income						
4505 · Rental Income	80,648	93,600	(12,952)	321,466	374,400	(52,934)
4510 · CAM Income	36,456	23,040	13,416	145,619	92,160	53,459
4513 · Misc. Income	0	83	(83)	0	332	(332)
Total 4500 · LPMP Income	117,104	116,723	381	467,085	466,892	193
Expense						
6445 · LPMP Expenses						
6420 · Insurance Expense	5,568	4,050	1,518	22,272	16,200	6,072
6425 · Building - Depreciation Expense	28,168	27,441	727	101,339	109,764	(8,425)
6426 · Tenant Improvements -Dep Exp	8,900	17,917	(9,017)	35,600	71,668	(36,068)
6427 · HVAC Maintenance Expense	571	1,333	(762)	5,314	5,332	(18)
6428 · Roof Repairs Expense	0	208	(208)	0	832	(832)
6431 · Building -Interior Expense	2,500	625	1,875	29,500	2,500	27,000
6432 · Plumbing -Interior Expense	0	833	(833)	3,550	3,332	218
6433 · Plumbing -Exterior Expense	0	208	(208)	0	832	(832)
6434 · Allocation Internal Prop. Mgmt	6,539	6,539	0	26,156	26,156	0
6435 · Bank Charges	25	42	(17)	97	168	(71)
6437 · Utilities -Vacant Units Expense	26	183	(157)	81	732	(651)
6439 · Deferred Maintenance Repairs Ex	5,000	1,833	3,167	10,000	7,332	2,668
6440 · Professional Fees Expense	11,485	11,485	0	45,940	45,940	0
6441 · Legal Expense	0	83	(83)	0	332	(332)
6458 · Elevators - R & M Expense	3,961	1,083	2,878	6,278	4,332	1,946
6460 · Exterminating Service Expense	275	1,000	(725)	1,100	4,000	(2,900)
6463 · Landscaping Expense	0	917	(917)	5,110	3,668	1,442
6467 · Lighting Expense	0	417	(417)	0	1,668	(1,668)
6468 · General Maintenance Expense	0	83	(83)	0	332	(332)
6471 · Marketing-Advertising	0	1,250	(1,250)	842	5,000	(4,158)
6475 · Property Taxes Expense	6,650	6,650	0	26,177	26,600	(423)
6476 · Signage Expense	0	625	(625)	0	2,500	(2,500)
6480 · Rubbish Removal Medical Waste E	1,143	1,500	(357)	4,739	6,000	(1,261)
6481 · Rubbish Removal Expense	2,845	2,900	(55)	12,030	11,600	430
6482 · Utilities/Electricity/Exterior	704	625	79	3,162	2,500	662
6484 · Utilities - Water (Exterior)	582	833	(251)	2,997	3,332	(335)
6485 · Security Expenses	12,405	13,333	(928)	48,720	53,332	(4,612)
6490 · Miscellaneous Expense	0	167	(167)	3,767	668	3,099
Total 6445 · LPMP Expenses	97,347	104,163	(6,816)	394,771	416,652	(21,881)
Net Income	19,757	12,560	7,197	72,314	50,240	22,074

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

			Oct 31, 23	Oct 31, 22
ASSETS				
Current Assets				
Checking/Savings				
	1000	CHECKING CASH ACCOUNTS	1,421,845	1,299,706
	1100	INVESTMENT ACCOUNTS	64,128,713	60,193,977
Total Checking/Savings			65,550,558	61,493,683
Total Accounts Receivable			26,881	70,057
Other Current Assets				
	1204.1	Rent Receivable-Deferred COVID	24,753	76,598
	1270	Prepaid Insurance -Ongoing	77,608	69,769
	1279	Pre-Paid Fees	51,876	35,009
Total Other Current Assets			154,237	181,376
Total Current Assets			65,731,676	61,745,116
Fixed Assets				
	1300	FIXED ASSETS	5,282,860	5,072,032
	1335-00	ACC DEPR	(2,706,309)	(2,439,865)
	1400	LPMP Assets	6,796,774	7,060,630
Total Fixed Assets			9,373,325	9,692,797
Other Assets				
	1600	RIGHT TO USE ASSETS	216,235	0
	1611	RTU Accumulated Amortization	(22,178)	0
	1700	OTHER ASSETS	3,718,380	3,519,745
	1800	OTHER RECEIVABLES	3,048,911	0
Total Other Assets			6,961,348	3,519,745
TOTAL ASSETS			82,066,349	74,957,658

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

				Oct 31, 23	Oct 31, 22
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
			2000 - Accounts Payable	9,829	93,746
			2001 - LPMP Accounts Payable	3,427	7,113
			Total Accounts Payable	13,256	100,859
Other Current Liabilities					
			2002 - LPMP Property Taxes	26,600	25,000
			2131 - Grant Awards Payable	6,782,124	4,472,260
			2133 - Accrued Accounts Payable	219,550	159,550
			2141 - Accrued Vacation Time	80,715	86,388
			2188 - Current Portion - LTD	0	9,869
			2190 - Investment Fees Payable	2,773	4,488
			Total Other Current Liabilities	7,111,762	4,757,555
			Total Current Liabilities	7,125,018	4,858,414
Long Term Liabilities					
			2171 - RPP-Deferred Inflows-Resources	564,584	492,802
			2172 - Lease - Deferred Inflows	2,982,703	0
			2280 - Long-Term Disability	0	2,981
			2281 - Grants Payable - Long-term	2,475,000	3,520,000
			2285 - Lease Payable	196,798	0
			2290 - LPMP Security Deposits	57,493	64,960
			Total Long Term Liabilities	6,276,578	4,080,743
			Total Liabilities	13,401,596	8,939,157
Equity					
			3900 - *Retained Earnings	71,020,500	67,758,461
			Net Income	(2,355,751)	(1,739,960)
			Total Equity	68,664,749	66,018,501
TOTAL LIABILITIES & EQUITY				82,066,349	74,957,658

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

		Oct 31, 23	Oct 31, 22
ASSETS			
Current Assets			
Checking/Savings			
1000 · CHECKING CASH ACCOUNTS			
	1012 · Union Bank Operating - 9356	0	982,148
	1016 · US Bank Operating - 5018	1,281,015	0
	1044 · Las Palmas Medical Plaza - 1241	140,330	0
	1046 · Las Palmas Medical Plaza	0	317,058
	1047 · Petty Cash	500	500
	Total 1000 · CHECKING CASH ACCOUNTS	1,421,845	1,299,706
1100 · INVESTMENT ACCOUNTS			
	1130 · Facility Replacement Fund	66,365,707	63,232,642
	1135 · Unrealized Gain(Loss) FRF	(2,236,994)	(3,038,665)
	Total 1100 · INVESTMENT ACCOUNTS	64,128,713	60,193,977
	Total Checking/Savings	65,550,558	61,493,683
	Total Accounts Receivable	26,881	70,057
Other Current Assets			
	1204.1 · Rent Receivable-Deferred COVID	24,753	76,598
	1270 · Prepaid Insurance -Ongoing	77,608	69,769
	1279 · Pre-Paid Fees	51,876	35,009
	Total Other Current Assets	154,237	181,376
	Total Current Assets	65,731,676	61,745,116
Fixed Assets			
1300 · FIXED ASSETS			
	1310 · Computer Equipment	104,588	91,664
	1320 · Furniture and Fixtures	55,099	33,254
	1321 · Mobile Medical Unit	373,273	197,214
	1322 · Tenant Improvement - RAP #G100	32,794	32,794
	1325 · Offsite Improvements	300,849	300,849
	1331 · DRMC - Parking lot	4,416,257	4,416,257
	Total 1300 · FIXED ASSETS	5,282,860	5,072,032
1335-00 · ACC DEPR			
	1335 · Accumulated Depreciation	(241,122)	(222,738)
	1337 · Accum Deprec- Solar Parking Lot	(2,200,684)	(2,019,819)
	1338 · Accum Deprec - LPMP Parking Lot	(219,857)	(197,308)
	1339 · Accum Deprec - Autos	(44,646)	0
	Total 1335-00 · ACC DEPR	(2,706,309)	(2,439,865)

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

			Oct 31, 23	Oct 31, 22
	1400	LPMP Assets		
		1401 · Building	8,705,680	8,705,680
		1402 · Land	2,165,300	2,165,300
		1403 · Tenant Improvements -New	2,309,146	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	0	459,999
		1406 · Building Improvements - Other	2,757,972	2,153,527
		Total 1406 · Building Improvements	3,434,456	3,290,010
		1407 · Building Equipment Improvements	444,268	444,268
		1409 · Accumulated Depreciation		
		1410 · Accum. Depreciation	(8,239,139)	(7,964,713)
		1412 · T I Accumulated Dep.-New	(2,152,487)	(1,980,871)
		Total 1409 · Accumulated Depreciation	(10,391,626)	(9,945,584)
		Total 1400 · LPMP Assets	6,796,774	7,060,630
		Total Fixed Assets	9,373,325	9,692,797
		Other Assets		
		1600 · RIGHT TO USE ASSETS		
		1610 · Right to Use Asset	216,235	0
		1611 · RTU Accumulated Amortization	(22,178)	0
		1700 · OTHER ASSETS		
		1731 · Wellness Park	1,693,800	1,693,800
		1740 · RPP-Deferred Outflows-Resources	587,440	836,699
		1742 · RPP - Net Pension Asset	1,437,140	989,246
		Total 1700 · OTHER ASSETS	3,718,380	3,519,745
		1800 · OTHER RECEIVABLES		
		1810 · Lease Receivable	3,048,911	0
		Total Other Assets	6,961,348	3,519,745
		TOTAL ASSETS	82,066,349	74,957,658

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

				Oct 31, 23	Oct 31, 22
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
			2000 - Accounts Payable	9,829	93,746
			2001 - LPMP Accounts Payable	3,427	7,113
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			2131 - Grant Awards Payable	6,782,124	4,472,260
			2133 - Accrued Accounts Payable	219,550	159,550
			2141 - Accrued Vacation Time	80,715	86,388
			2188 - Current Portion - LTD	0	9,869
			2190 - Investment Fees Payable	2,773	4,488
			Total Other Current Liabilities	7,111,762	4,757,555
			Total Current Liabilities	7,125,018	4,858,414
Long Term Liabilities					
			2171 - RPP-Deferred Inflows-Resources	564,584	492,802
			2172 - Lease - Deferred Inflows	2,982,703	0
			2280 - Long-Term Disability	0	2,981
			2281 - Grants Payable - Long-term	2,475,000	3,520,000
			2285 - Lease Payable	196,798	0
			2290 - LPMP Security Deposits	57,493	64,960
			Total Long Term Liabilities	6,276,578	4,080,743
			Total Liabilities	13,401,596	8,939,157
Equity					
			3900 - *Retained Earnings	71,020,500	67,758,461
			Net Income	(2,355,751)	(1,739,960)
			Total Equity	68,664,749	66,018,501
TOTAL LIABILITIES & EQUITY				82,066,349	74,957,658

Desert Healthcare District
A/R Aging Summary
As of October 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
Desert Healthcare Foundation-	52,298	(3,339)	0	0	0	48,959	Due from Foundation
Desert Oasis Healthcare	(2,701)	0	0	0	0	(2,701)	Prepaid
Laboratory Corporation of America	(5,522)	0	0	0	0	(5,522)	Prepaid
Quest Diagnostics Incorporated	0	(4,478)	0	0	0	(4,478)	Prepaid
Steven Gundry, M.D.	(6,113)	0	0	0	0	(6,113)	Prepaid
TOTAL	37,962	(11,081)	0	0	0	26,881	

Desert Healthcare District
Deposit Detail
October 2023

Type	Date	Name	Amount
Deposit	10/03/2023		2,000
		T-Mobile - Cell Tower Lease	(2,000)
TOTAL			(2,000)
Deposit	10/05/2023		743
		Riverside County Treasurer - Property Tax	(743)
TOTAL			(743)
Deposit	10/10/2023		292
		Principal Financial Group	(292)
TOTAL			(292)
Deposit	10/26/2023		140,000
Payment	10/26/2023	CV Resource Conservation District	(140,000)
TOTAL			(140,000)
Deposit	10/31/2023		247,871
		Riverside County Treasurer - Property Tax	(247,871)
TOTAL			(247,871)
		TOTAL	390,906

DESERT HEALTHCARE DISTRICT										
PROPERTY TAX RECEIPTS FY 2023 - 2024										
RECEIPTS - FOUR MONTHS ENDED OCTOBER 31, 2023										
	FY 2022-2023 Projected/Actual					FY 2023-2024 Projected/Actual				
	Budget %	Budget \$	Act %	Actual Receipts	Variance	Budget %	Budget \$	Act %	Actual Receipts	Variance
July	0.0%	\$ -	0.0%	\$ 3,676	\$ 3,676	0.0%	\$ -	0.8%	\$ 70,152	\$ 70,152
Aug	0.0%	\$ -	2.2%	\$ 175,271	\$ 175,271	0.0%	\$ -	2.0%	\$ 180,642	\$ 180,642
Sep	0.0%	\$ -	0.0%	\$ 3,382	\$ 3,382	0.0%	\$ -	0.0%	\$ -	\$ -
Oct	2.6%	\$ 208,624	0.0%	\$ -	\$ (208,624)	2.6%	\$ 229,840	2.8%	\$ 248,614	\$ 18,774
Nov	0.4%	\$ 32,096	2.5%	\$ 198,217	\$ 166,121	0.4%	\$ 35,360	0.0%		
Dec	16.9%	\$ 1,356,056	18.2%	\$ 1,458,481	\$ 102,425	16.9%	\$ 1,493,960	0.0%		
Jan	31.9%	\$ 2,559,656	40.6%	\$ 3,259,483	\$ 699,827	31.9%	\$ 2,819,960	0.0%		
Feb	0.0%	\$ -	0.6%	\$ 46,002	\$ 46,002	0.0%	\$ -	0.0%		
Mar	0.3%	\$ 24,072	1.1%	\$ 84,592	\$ 60,520	0.3%	\$ 26,520	0.0%		
Apr	5.5%	\$ 441,320	6.4%	\$ 510,192	\$ 68,872	5.5%	\$ 486,200	0.0%		
May	19.9%	\$ 1,596,776	48.4%	\$ 3,883,733	\$ 2,286,957	19.9%	\$ 1,759,160	0.0%		
June	22.5%	\$ 1,805,400	0.1%	\$ 5,841	\$ (1,799,559)	22.5%	\$ 1,989,000	0.0%		
Total	100%	\$ 8,024,000	120.0%	\$ 9,628,870	\$ 1,604,870	100.00%	\$ 8,840,000	5.6%	\$ 499,408	\$ 269,568

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

Type	Date	Name	Amount
Deposit	10/02/2023		3,264
Payment	10/02/2023	Coachella Valley Volunteers in Medicine-	(3,264)
TOTAL			(3,264)
Deposit	10/03/2023		14,239
Payment	10/03/2023	Howard Aaron Aronow, M.D.	(1,664)
Payment	10/03/2023	EyeCare Services Partners Management LLC	(7,053)
Payment	10/03/2023	Laboratory Corporation of America	(5,522)
TOTAL			(14,239)
Deposit	10/04/2023		4,139
Payment	10/04/2023	Desert Family Medical Center	(4,139)
TOTAL			(4,139)
Deposit	10/10/2023		3,626
Payment	10/10/2023	Peter Jamieson, M.D.	(3,626)
TOTAL			(3,626)
Deposit	10/10/2023		19,999
Payment	10/05/2023	Brad A. Wolfson, M.D.	(3,927)
Payment	10/05/2023	Cohen Musch Thomas Medical Group	(5,079)
Payment	10/05/2023	Cure Cardiovascular Consultants	(3,435)
Payment	10/05/2023	Palmtree Clinical Research	(7,558)
TOTAL			(19,999)
Deposit	10/12/2023		55,256
Payment	10/12/2023	Ramy Awad, M.D.	(3,871)
Payment	10/12/2023	Pathway Pharmaceuticals, Inc.	(2,639)
Payment	10/12/2023	Desert Regional Medical Center	(6,061)
Payment	10/12/2023	Tenet HealthSystem Desert, Inc.	(35,778)
Payment	10/12/2023	Tenet HealthSystem Desert, Inc	(6,908)
TOTAL			(55,256)

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

Type	Date	Name	Amount
Deposit	10/17/2023		4,455
Payment	10/17/2023	Global Premier Fertility	(4,455)
TOTAL			(4,455)
Deposit	10/26/2023		4,478
Payment	10/26/2023	Quest Diagnostics Incorporated	(4,478)
TOTAL			(4,478)
Deposit	10/30/2023		3,264
Payment	10/30/2023	Coachella Valley Volunteers in Medicine-	(3,264)
TOTAL			(3,264)
Deposit	10/31/2023		14,336
Payment	10/31/2023	Steven Gundry, M.D.	(6,113)
Payment	10/31/2023	Desert Oasis Healthcare	(2,701)
Payment	10/31/2023	Laboratory Corporation of America	(5,522)
TOTAL			(14,336)
		TOTAL	127,056

Desert Healthcare District
Check Register
As of October 31, 2023

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1016 - US Bank Operating - 5018				
Bill Pmt -Check	10/03/2023	1908	Andrea S. Hayles - Expense Reimbursement	(200)
Bill Pmt -Check	10/03/2023	1909	Jana Trew - Expense Reimbursement	(83)
Bill Pmt -Check	10/03/2023	1910	Palm Desert Chamber of Commerce	(120)
Bill Pmt -Check	10/03/2023	1911	Verizon Wireless	(668)
Bill Pmt -Check	10/03/2023	1912	Will Dean - Expense Reimbursement	(127)
Bill Pmt -Check	10/03/2023	1913	Zendle, Les - Expense Reimbursement & Stipend	(740)
Bill Pmt -Check	10/03/2023	1914	Carmina Zavala - Stipend	(662)
Bill Pmt -Check	10/03/2023	1915	Greene & Roberts LLP	(13,486)
Bill Pmt -Check	10/03/2023	1916	Leticia De Lara - Expense Reimbursement & Stipend	(1,398)
Bill Pmt -Check	10/03/2023	1917	Magdalena Cleaning Services	(200)
Bill Pmt -Check	10/03/2023	1918	Staples	(1,152)
Bill Pmt -Check	10/03/2023	1919	Strategies 360, Inc.	(9,500)
Bill Pmt -Check	10/03/2023	1920	Variety of the Desert - Grant Payment	(54,383)
Bill Pmt -Check	10/03/2023	1921	Desert Arc - Grant Payment	(65,536)
Bill Pmt -Check	10/03/2023	1922	So.Cal Computer Shop	(810)
Bill Pmt -Check	10/03/2023	1923	TWC Consulting LLC	(6,833)
Bill Pmt -Check	10/03/2023	1924	Underground Service Alert of Southern Cal	(2)
Bill Pmt -Check	10/03/2023	1925	Evet PerezGil - Stipend	(662)
Bill Pmt -Check	10/03/2023	1926	Magdalena Martinez - HR Consulting Services	(1,910)
Bill Pmt -Check	10/03/2023	1927	Spectrum (Time Warner)	(401)
Bill Pmt -Check	10/05/2023	1928	Boyd & Associates	(108)
Bill Pmt -Check	10/05/2023	1929	California Consulting	(4,250)
Bill Pmt -Check	10/10/2023	1930	Donna Den Bleyker - Expense Reimbursement	(300)
Bill Pmt -Check	10/10/2023	1931	LoopUp LLC	(24)
Bill Pmt -Check	10/10/2023	1932	Ready Refresh	(55)
Bill Pmt -Check	10/10/2023	1933	Rogers, Carole - Stipend	(1,213)
Bill Pmt -Check	10/10/2023	1934	Sergio Rodriguez - Expense Reimbursement	(582)
Bill Pmt -Check	10/10/2023	1935	So.Cal Computer Shop	(3,127)
Bill Pmt -Check	10/10/2023	1936	State Compensation Insurance Fund	(438)
Bill Pmt -Check	10/10/2023	1937	Swarat Signs	(689)
Bill Pmt -Check	10/10/2023	1938	The Nyhart Company	(11,800)
Bill Pmt -Check	10/10/2023	1939	Xerox Financial Services	(377)
Bill Pmt -Check	10/10/2023	1940	Greene & Roberts LLP	(25,340)
Bill Pmt -Check	10/10/2023	1941	Alejandro Espinoza Santacruz - Expense Reimbursement	(1,533)
Bill Pmt -Check	10/10/2023	1942	Alianza Nacional De Campesinas Inc	(3,698)
Check	10/10/2023	Auto Pay	Calif. Public Employees Retirement System	(17,725)
Bill Pmt -Check	10/12/2023	1943	Regional Access Project Foundation	(312)
Bill Pmt -Check	10/12/2023	1944	SDRMA	(523)
Bill Pmt -Check	10/12/2023	1945	Steven Hollis - Consulting Services	(8,063)

Desert Healthcare District
Check Register
As of October 31, 2023

Type	Date	Num	Name	Amount
Liability Check	10/13/2023		QuickBooks Payroll Service	(263)
Liability Check	10/13/2023		QuickBooks Payroll Service	(52,798)
Check	10/16/2023		Bank Service Charge	(851)
Bill Pmt -Check	10/17/2023	1946	Lift To Rise - Grant Payment	(67,500)
Bill Pmt -Check	10/17/2023	1947 - VOID	Maria Concepcion Pozar Gonzalez	0
Bill Pmt -Check	10/17/2023	1948	Maria G Molina - Promotora Services	(250)
Bill Pmt -Check	10/17/2023	1949	Pitney Bowes Global Financial Services	(257)
Bill Pmt -Check	10/17/2023	1950	Sonia Rodriguez - Promotora Services	(250)
Bill Pmt -Check	10/17/2023	1951	U.S. Bank	(7,948)
Bill Pmt -Check	10/17/2023	1952	Yesenia Pozar Gonzalez - Promotora Services	(250)
Bill Pmt -Check	10/17/2023	1953	DPMG Health - Grant Payment	(45,607)
Bill Pmt -Check	10/17/2023	1954	Maria Concepcion Pozar Gonzalez - Promotora Services	(450)
Bill Pmt -Check	10/17/2023	1955	Martha's Village & Kitchen - Grant Payment	(83,189)
Bill Pmt -Check	10/17/2023	1956	Organizacion en Ca. Lideres Campesinas - Grant Payment	(33,750)
Bill Pmt -Check	10/17/2023	1957	U.S. Bank	(10,138)
Bill Pmt -Check	10/18/2023	1958	Lani Garfield - Board & Staff Photos	(1,475)
Bill Pmt -Check	10/18/2023	1959	Principal Life Insurance Co.	(2,110)
Bill Pmt -Check	10/19/2023	1960	Jana Trew - Expense Reimbursement	(222)
Bill Pmt -Check	10/19/2023	1961	Reynaldo J. Carreón M.D. Foundation - Grant Payment	(22,500)
Bill Pmt -Check	10/26/2023	1962	California Special Districts Association	(9,000)
Bill Pmt -Check	10/26/2023	1963	CoPower Employers' Benefits Alliance	(1,750)
Bill Pmt -Check	10/26/2023	1964	Frazier Pest Control, Inc.	(33)
Bill Pmt -Check	10/26/2023	1965	Galilee Center - Grant Payment	(60,377)
Bill Pmt -Check	10/26/2023	1966	Mangus Accountancy Group, A.P.C.	(500)
Bill Pmt -Check	10/26/2023	1967	So.Cal Computer Shop	(2,240)
Bill Pmt -Check	10/26/2023	1968	Dean Mofidi Insurance Services	(13,071)
Bill Pmt -Check	10/26/2023	1969	Eric Taylor - Expense Reimbursement	(34)
Bill Pmt -Check	10/26/2023	1970	Carmina Zavala - Expense Reimbursement & Stipend	(991)
Bill Pmt -Check	10/26/2023	1971	Evet PerezGil - Stipend	(618)
Bill Pmt -Check	10/26/2023	1972	Chris Christensen - Expense Reimbursement	(252)
Liability Check	10/27/2023		QuickBooks Payroll Service	(253)
Liability Check	10/27/2023		QuickBooks Payroll Service	(50,663)
Bill Pmt -Check	10/31/2023	1973	Coachella Valley Volunteers in Medicine - Grant Payment	(107,640)
Bill Pmt -Check	10/31/2023	1974	So.Cal Computer Shop	(3,380)
Bill Pmt -Check	10/31/2023	1975	Strategies 360, Inc.	(9,705)
Bill Pmt -Check	10/31/2023	1976	Verizon Wireless	(1,249)
Bill Pmt -Check	10/31/2023	1977	Visual Edge IT (Image Source)	(621)
Check	10/31/2023	Auto Pay	Principal Financial Group-	(1,054)
Check	10/31/2023	Auto Pay	Principal Financial Group-	(726)
TOTAL				(832,995)

Desert Healthcare District						
Details for Credit Card Expenditures						
Credit card purchases - September 2023 - Paid October 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 Charged	Expense Type	Amount	Purpose	Description
		\$ 18,085.49				
Chris' Statement:						
2023	September	\$ 7,947.81	District			
			GL	Dollar		Description
			6130	\$ 123.95		Fast Filings - Electronic Statement of Information submission
			6360	\$ 59.80		Nespresso - coffee for Palm Springs Office
			6360	\$ 63.00		Nespresso - coffee for Palm Desert Office
			6351	\$ 233.98		Southwest - Airfare to ACHD Conference - Olympic Valley, CA - September 12-15, 2023 - Vice-President Zavala
			6351	\$ 342.98		Southwest - Airfare from ACHD Conference - Olympic Valley, CA - September 12-15, 2023 - Vice-President Zavala
			5230	\$ 625.00		California Special District Association - Leadership Academy - Santa Rosa, CA - October 22-25, 2023 - Vice-President Zavala
			5230	\$ 625.00		California Special District Association - Leadership Academy - Santa Rosa, CA - October 22-25, 2023 - Director Barraza
			6355	\$ 3,670.44		Adobe Acrobat Pro subscriptions
			5230	\$ 120.94		Additional hour charge for UCR facility for 9/18/2023 BOD meeting
			5240	\$ 364.59		Rubio's - food for 9/26/2023 BOD meeting
			5230	\$ 738.71		TheCenterCV.org - LGBTQ Community Center of the Desert Event - October 20, 2023 - Director Zendle +1
			6311	\$ 18.74		Verizon - down payment for replacement iPhones
			6352	\$ 219.08		Panera - food for 9/28/2023 Health Symposium meeting
			5230	\$ 741.60		Hanson House 20th Annual Fundraiser - November 10, 2023 - Secretary Rogers +1, Director Zendle +1
				\$ 7,947.81		
Conrado's Statement:						
2023	September	\$ 10,137.68	District			
			GL	Dollar		Description
			6351	\$ 18.83		American Airlines - Airfare rebooking from ACHD Conference - Olympic Valley, CA - September 12-15, 2023 - Vice-President Zavala
			6351	\$ 218.21		American Airlines - Airfare rebooking from ACHD Conference - Olympic Valley, CA - September 12-15, 2023 - Vice-President Zavala
			6352	\$ 84.07		Rick's Restaurant meeting - Director Zendle & Conrado Bárzaga
			6351	\$ 561.24		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Vice-President Zavala
			6351	\$ 561.24		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Director Rogers
			6351	\$ 561.24		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Director Barraza
			6351	\$ 561.24		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Will Dean
			6351	\$ 561.24		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Alejandro Espinoza Santacruz
			6351	\$ 1,122.48		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Director De Lara
			6351	\$ 561.24		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Jana Trew
			6351	\$ 561.24		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Conrado Bárzaga
			6352	\$ 31.00		Sandy's Pub - food for ACHD 71st Annual Meeting - Conrado Bárzaga
			6352	\$ 96.20		River Ranch Lodge - food for ACHD 71st Annual Meeting - Conrado Bárzaga
			6352	\$ 309.79		The River Grill - food for ACHD 71st Annual Meeting - Conrado Bárzaga, Will Dean + ?
			6351	\$ 100.00		Palm Springs Airport parking
			6351	\$ 734.97		Budget Rent-A-Car - vehicle rental for ACHD 71st Annual Meeting - Conrado Bárzaga
			6352	\$ 828.39		River Ranch Lodge - food for ACHD 71st Annual Meeting - Conrado Bárzaga + 9
			6351	\$ 66.88		Arco - fuel for rental vehicle for ACHD 71st Annual Meeting - Conrado Bárzaga
			6351	\$ 486.45		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Conrado Bárzaga
			6351	\$ 101.84		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Alejandro Espinoza Santacruz
			6351	\$ 75.00		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Director Barraza
			6351	\$ 175.78		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Vice-President Zavala
			6351	\$ 369.78		Everline - lodging for ACHD 71st Annual Meeting - September 12-15, 2023 - Director Rogers
			5240	\$ 302.64		Jensen's - food for 9/18/23 BOD meeting
			6352	\$ 43.27		Spencer's meeting - Conrado Bárzaga & Kim Saruwatari, RUHS
			6352	\$ 48.42		La Perleta Mexican Food meeting - President PerezGil & Conrado Bárzaga
			5160	\$ 995.00		Harvard HKS Online - Harvard Kennedy School Executive Education Senior Executive Fellows program - Conrado Bárzaga
				\$ 10,137.68		

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

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1044 - Las Palmas Medical Plaza - 1241				
Bill Pmt -Check	08/01/2023	10774 - VOID	Void Lost Check - Labcorp	33,000
Bill Pmt -Check	10/03/2023	10803	Amtech Elevator Services	(1,507)
Bill Pmt -Check	10/03/2023	10804	Desert Water Agency	(580)
Bill Pmt -Check	10/03/2023	10805	Green Security Solutions	(11,955)
Bill Pmt -Check	10/05/2023	10806	Palm Springs Disposal Services Inc	(2,845)
Bill Pmt -Check	10/12/2023	10807	Comtron Systems, Inc.	(450)
Bill Pmt -Check	10/12/2023	10808	Frazier Pest Control, Inc.	(275)
Bill Pmt -Check	10/12/2023	10809	Southern California Edison	(666)
Bill Pmt -Check	10/12/2023	10810	Stericycle, Inc.	(1,143)
Bill Pmt -Check	08/01/2023	10811	Reissue of Lost Check #10774 - Labcorp	(33,000)
Bill Pmt -Check	10/19/2023	10812	Comtron Systems, Inc.	(1,000)
Bill Pmt -Check	10/19/2023	10813	Comtron Systems, Inc.	(1,000)
Bill Pmt -Check	10/26/2023	10814	Amtech Elevator Services	(2,173)
Bill Pmt -Check	10/26/2023	10815	Desert Air Conditioning Inc.	(571)
Bill Pmt -Check	10/26/2023	10816	Frontier Communications	(282)
Bill Pmt -Check	10/26/2023	10817	INPRO Environmental Management Services	(13,985)
Check	10/30/2023		Bank Service Charge	(576)
Bill Pmt -Check	10/31/2023	10818	Green Security Solutions	(11,955)
Bill Pmt -Check	10/31/2023	10819	INPRO Environmental Management Services	(5,000)
TOTAL				(55,963)

Desert Healthcare District
CEO Discretionary Fund Detail
 July through October 2023

Date	Name	Memo	Amount
6325 - CEO Discretionary Fund			
07/01/2023	California Forward	Knowledge level sponsorship for 2023 Economic Summit	5,000
08/04/2023	U.S. Bank	Planned Parenthood contribution to 60th Anniversary Cocktail Reception - September 23, 2023	5,000
08/11/2023	Blood Bank of San Bernardino	2023 Thanks4Giving Gala Table Sponsorship - Saturday November 11, 2023	3,500
08/15/2023	Coachella Valley Volunteers in Medicine	2023 VIMY Awards - Bronze Sponsorship	5,000
08/17/2023	UC Riverside Foundation	UCR SOM 2023 Gala and Education Building II Grand Opening - Silver Sponsorship	10,000
08/30/2023	Regional Access Project Foundation	Desert Fast Pitch 2023 Sponsorship	5,000
09/06/2023	Cathedral City Senior Center	Table Sponsor at November 13, 2023 Gala	5,000
10/10/2023	Alianza Nacional De Campesinas Inc.	Storm assistance to help Alianza Nacional de Campesinas purchase and distribute food & water after Tropical Storm Hillary	3,698
TOTAL			42,198



MEMORANDUM

DATE: November 15, 2023
 TO: F&A Committee
 RE: Retirement Protection Plan (RPP)

Current number of participants in Plan:

	<u>September</u>	<u>October</u>
Active – still employed by hospital	65	64
Vested – no longer employed by hospital	53	52
Former employees receiving annuity	<u>7</u>	<u>7</u>
Total	<u>125</u>	<u>123</u>

The outstanding liability for the RPP is approximately **\$2.8M** (Actives - \$1.5M and Vested - \$1.3M). US Bank investment account balance \$4.5M. Per the June 30, 2023, Actuarial Valuation, the RPP has an Overfunded Pension Asset of approximately **\$1.45M**.

The payouts, excluding monthly annuity payments, made from the Plan for the four (4) months ended October 31, 2023, totaled **\$254K**. Monthly annuity payments (7 participants) total **\$1.0K** per month.

DESERT HEALTHCARE DISTRICT							
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE							
October 31, 2023							
TWELVE MONTHS ENDING JUNE 30, 2024							
Grant ID Nos.	Name	Approved		Current Yr 2023-2024	Total Paid Prior Yrs July-June	Total Paid Current Yr July-June	Open BALANCE
		Grants - Prior Yrs	6/30/23 Bal Fwd				
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000	\$ 3,320,000		\$ -		\$ 3,320,000
2022-1301-BOD-01-25-22	UCR Regents - Community Based Interventions to Mitigate Psychological Trauma - 1 Yr.	\$ 113,514	\$ 11,352		\$ 5,747		\$ 5,605
	Unexpended funds Grant #1301						\$ (5,605)
2022-1311-BOD-04-26-22	Desert Arc - Healthcare for Adults with Disabilities Project Employment of Nurses - 1 Yr.	\$ 102,741	\$ 10,275		\$ 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	\$ 7,680		\$ 7,680		\$ -
2022-1314-BOD-05-24-22	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.	\$ 60,000	\$ 6,000		\$ 6,000		\$ -
2022-1325-BOD-06-28-22	Vision Y Compromiso - CVEC Unrestricted Grant Funds - 2 Yrs.	\$ 150,000	\$ 82,500		\$ -		\$ 82,500
2022-1327-BOD-06-28-22	Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs.	\$ 50,000	\$ 27,500		\$ -		\$ 27,500
2022-1328-BOD-06-28-22	EI Sol - Expanding Access to Educational Resources for Promotoras - 2 Yrs.	\$ 150,000	\$ 82,500		\$ -		\$ 82,500
2022-1331-BOD-06-28-22	Pueblo Unido - Improving Access to Behavioral Health Education and Prevention Services - 2 Yrs.	\$ 50,000	\$ 27,500		\$ 11,250		\$ 16,250
2022-1324-BOD-07-26-22	Galilee Center - Our Lady of Guadalupe Shelter - 2 Yr.	\$ 100,000	\$ 55,000		\$ 22,500		\$ 32,500
2022-1332-BOD-07-26-22	Alianza CV - Expanding and Advancing Outreach Through Increasing Capacity Development - 2 Yrs.	\$ 100,000	\$ 55,000		\$ -		\$ 55,000
2022-1329-BOD-09-27-22	DPMG - Mobile Medical Unit - 3 Yrs.	\$ 500,000	\$ 450,000		\$ 92,003		\$ 357,997
2022-1350-BOD-09-27-22	JFK Memorial Foundation - Behavioral Health Awareness and Education Program - 1 Yr.	\$ 57,541	\$ 5,755		\$ -		\$ 5,755
2022-1355-BOD-09-27-22	Joslyn Center - The Joslyn Wellness Center - 1 Yr.	\$ 85,000	\$ 8,500		\$ -		\$ 8,500
2022-1361-BOD-09-27-22	DAP Health - DAP Health Monkeypox Virus Response - 1 Yr.	\$ 586,727	\$ 340,654		\$ 7,659		\$ 332,995
	Unexpended funds Grant #1361						\$ (332,995)
2022-1356-BOD-10-25-22	Blood Bank of San Bernardino/Riverside Counties - Coachella Valley Therapeutic Apheresis Program - 1 Yr.	\$ 140,000	\$ 77,000		\$ 63,000		\$ 14,000
2022-1358-BOD-10-25-22	Foundation for Palm Springs Unified School District - School-Based Wellness Center Project - 1 Yr.	\$ 110,000	\$ 60,500		\$ -		\$ 60,500
2022-1362-BOD-10-25-22	Jewish Family Service of the Desert - Mental Health Counseling Services for Underserved - 2 Yrs.	\$ 160,000	\$ 124,000		\$ 36,000		\$ 88,000
2022-1326-BOD-12-20-22	TODEC - TODEC's Equity Program - 2 Yrs.	\$ 100,000	\$ 77,500		\$ -		\$ 77,500
2022-1330-BOD-12-20-22	OneFuture Coachella Valley - Building a Healthcare Workforce Pipeline - 2 Yrs.	\$ 605,000	\$ 468,874		\$ 68,062		\$ 400,813
2022-1369-BOD-12-20-22	ABC Recovery Center - Cost of Caring Fund Project - 1 Yr.	\$ 332,561	\$ 257,735		\$ 74,826		\$ 182,909
2023-1333-BOD-01-24-23	Organizacion en California de Lideres Campesinas - Healthcare Equity for ECV Farmworker Women - 2 Yrs.	\$ 150,000	\$ 116,250		\$ 33,750		\$ 82,500
2023-1363-BOD-01-24-23	Pegasus Riding Academy - Pegasus Equine Assisted Therapy - 1 Yr.	\$ 60,092	\$ 33,052		\$ -		\$ 33,052
2023-1372-BOD-02-28-23	Reynaldo J. Carreon MD Foundation - Dr. Carreon Scholarship Program - 1 Yr.	\$ 50,000	\$ 27,500		\$ 22,500		\$ 5,000
2023-1391-BOD-05-23-23	Lift To Rise - Driving Regional Economic Stability Through Collective Impact - 3 Yrs.	\$ 900,000	\$ 832,500		\$ 67,500		\$ 765,000
2023-1392-BOD-05-23-23	Galilee Center - Galilee Center Extended Shelter - 1 Yr.	\$ 268,342	\$ 207,965		\$ 60,377		\$ 147,588
2023-1393-BOD-06-27-23	DAP Health - DAP Health Expands Access to Healthcare - 1 Yr.	\$ 1,025,778	\$ 1,025,778		\$ 230,800		\$ 794,978
2023-1398-BOD-06-27-23	Desert Healthcare Foundation - Core Operating Support - 1 Yr.	\$ 750,000	\$ 750,000		\$ 750,000		\$ -
2023-BOD-06-27-23	Carry over of remaining Fiscal Year 2022/2023 Funds for Mobile Medical Unit Program	\$ 395,524	\$ 395,524		\$ -		\$ 395,524
2023-1399-Mini-07-06-23	Theresa A. Mike Scholarship Foundation - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1401-Mini-07-07-23	Word of Life Fellowship Center - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1396-Mini-07-25-23	Boys & Girls Club of Coachella Valley - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1389-BOD-07-25-23	Step Up on Second Street - Step Up's ECM/ILOS Programs in the Coachella Valley - 1 Yr.			\$ 64,401		\$ 28,980	\$ 35,421
2023-1394-BOD-07-25-23	CSU San Bernardino Palm Desert Campus Nursing Street Medicine Program - 1 Yr.			\$ 73,422		\$ 33,040	\$ 40,382
2023-1397-Mini-08-23-23	Well In The Desert - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1402-Mini-09-05-23	Ronnie's House for Hope - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1414-Mini-09-14-23	Desert Access and Mobility, Inc. - Mini Grant			\$ 10,000		\$ 10,000	\$ -
2023-1400-BOD-09-26-23	Desert Arc - Desert Arc Health Care Program - 1 Yr.			\$ 291,271		\$ 65,536	\$ 225,735
2023-1404-BOD-09-26-23	Martha's Village and Kitchen - Homeless Housing and Wrap-Around Services Expansion - 2 Yrs.			\$ 369,730		\$ 83,189	\$ 286,541
2023-1405-BOD-09-26-23	Variety Children's Charities of the Desert - Expansion of Core Programs and Services - 1Yr.			\$ 120,852		\$ 54,383	\$ 66,469
2023-1408-BOD-10-24-23	Coachella Valley Volunteers In Medicine - Ensuring Access to Healthcare - 1 Yr.			\$ 478,400		\$ 107,640	\$ 370,760
2023-1410-BOD-10-24-23	Alianza Nacional de Campesinas, Inc. - Coachella Valley Farmworkers Food Distribution - 1 Yr.			\$ 57,499		\$ -	\$ 57,499
2023-1413-BOD-10-24-23	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.			\$ 81,055		\$ -	\$ 81,055
2023-1412-BOD-10-24-23	DPMG - DPMG Health Community Medicine - 2 Yrs.			\$ 1,057,396		\$ -	\$ 1,057,396
TOTAL GRANTS		\$ 17,229,610	\$ 8,944,395	\$ 2,654,026	\$ 1,569,928	\$ 432,768	\$ 9,257,124
Amts available/remaining for Grant/Programs - FY 2023-24:							
Amount budgeted 2023-2024			\$ 4,000,000			G/L Balance:	10/31/23
Amount granted YTD:			\$ (2,654,026)			2131	\$ 6,782,124
Financial Audits of Non-Profits; Organizational Assessments			\$ -			2281	\$ 2,475,000
Net adj - Grants not used:	1361; 1301		\$ 338,600				
Matching external grant contributions			\$ -			Total	\$ 9,257,124
Balance available for Grants/Programs			\$ 1,684,574				\$ (0)



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: November 15, 2023
To: Finance & Administration Committee
Subject: Lease Agreement – Desert Family Medical Center 2W-203

Staff Recommendation: Consideration to approve the draft lease agreement for Desert Family Medical Center at the Las Palmas Medical Plaza.

Background:

- Desert Family Medical Center has been a long-standing tenant of the Las Palmas Medical Plaza.
- Desert Family Medical Center’s current lease expires December 31, 2023.
- Desert Family Medical Center would like to renew for a five (5) year lease at \$2.00 sq/ft with one optional two (2) year term.
- Annual increases for the lease are 2.5%.
- Tenant Improvement allowance is \$10.00/sf - \$14,800.
- 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 - \$257,745.

Estimated Cost of Tenant Improvement Allowance (\$10.00/sf) – \$14,800.

Net Lease Income (base lease) - \$242,945.

OFFICE BUILDING LEASE

Between

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

And

**ERIK G. PALMER, D.O.,
DOING BUSINESS AS DESERT FAMILY MEDICAL CENTER
AS TENANT**

DATED

NOVEMBER 28, 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 Erik G. Palmer, D.O., doing business as Desert Family Medical Center, a Medical Corporation, hereinafter referred to as "Tenant", and is dated November 28, 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)*: \$Thirty-Five Thousand, Five Hundred Twenty & 00/100 (\$35,520.00) per year.

b. *Base Year*: The calendar year of January 1 to December 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*: January 1, 2024.

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*: December 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-203, Palm Springs, CA 92262.

h. *Monthly Installments of Base Rent (initial)*: \$Two Thousand, Nine Hundred Sixty & 00/100 (\$2,960.00) per month.

i. *Project Operating Costs (CAMs)*: Currently Eighty Cents (\$0.80) per square foot per month.

- j. *Tenant Improvement Allowance (TI)*: Ten Dollars (\$10.00) per square foot or Fourteen Thousand, Eight Hundred & 00/100 (\$14,800.00).
- k. *Parking*: Tenant shall be permitted, to park 7 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 1,480 square feet of Rentable Area, located in Building 2W and known as Suite 203-204.
- 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)*: Tenant will carry over from previous lease in the amount of \$ Two Thousand, Four Hundred Forty-Two Dollars & 00/100 (\$2,442.00).
- p. *State*: The State of California.
- q. *Tenant's First Adjustment Date (Section 5)*: The first day of the calendar month following the Commencement Date plus 12 months.
- r. *Tenant's Proportionate Share*: 3.00%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of six building(s) containing a total Rentable Area of 49,356 square feet.
- s. *Tenant's Use Clause (Article 8)*: Medically related office use consistent with and use the City may allow under the City of Palm Springs zoning, subject to Landlord's reasonable approval.
- t. *Term*: The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA.

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

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

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

4. DELIVERY OF POSSESSION.

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

5. RENT.

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

5.2 *Adjusted Base Rent:*

- a. The Base Rent (and the corresponding monthly installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date.
- b. Such adjustment shall be 2.5% annually.

5.3 *Project Operating Costs (CAMs):*

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

(1.) The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

- (a.) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this lease or on the rent received under any other leases of space in the Building or Project, or (2) and license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transactions, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operation Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five

percent (85%) of the Rentable Area occupied, then the “taxes” component of Project Operating Costs shall be adjusted by Landlord to reasonably Approximate the taxes, which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b.) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project tenant); (6) operation and maintenance of a room for delivery and distribution of mail to tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair market value of any on-site manager’s office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs) (i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the “operating costs” component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

(2.) Tenant’s Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:

(a.) Beginning with the calendar year following the Base Year and for each calendar year thereafter (“comparison Year”), Tenant shall pay Landlord an amount equal to Tenant’s Proportionate Share of the Project Operating Costs incurred by Landlord in the Comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the “Excess Expenses.”

(b.) To provide for current payments of Excess Expenses, Tenant shall, at Landlord’s request, pay as additional rent during each Comparison Year, an amount equal to Tenant’s Proportionate Share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expense for each Comparison Year and Tenant’s Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.

(c.) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant’s Proportionate Share of the Excess Expenses for the preceding Comparison Year. If Tenant’s Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments

made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If the credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section 5.3 shall survive the Expiration Date.

- (d.) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
- (e.) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
- (f.) If this Lease sets forth an Expense Stop at Section 2f, then during the Term, Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3(2)(b) and (c) above.

5.4 *Definition of Rent*: The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.

5.5 *Rent Control*: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.

5.6 *Taxes Payable by Tenant*: In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

5.7 *Tenant Improvement Allowance*: In recognition for Tenant completing all improvements to the premises as mutually agreed by Landlord and Tenant, Landlord shall provide Tenant with a total Tenant improvement allowance not to exceed

that set forth in Section 2j upon completion of agreed Tenant improvements. This allowance will be reimbursed to tenant upon satisfactory receipt of paid invoices and inspection by Property Management that work has been satisfactorily completed. Any additional tenant improvements will be at the sole expense of the Tenant. Improvements shall conform to a high quality of design approved by Landlord prior to commencement of work and shall be performed by a licensed General Contractor approved by Landlord in advance. Tenant shall submit plans and specifications for any and all improvements to Landlord, and where necessary, the City of Palm Springs and other applicable government agencies for their required approval (if any) prior to commencement of work. Tenant and the General Contractor shall indemnify and hold Landlord and its officers, agents and employees harmless from any liability resulting from the tenant improvement work and shall be named as an additional insured on the insurance policy of both the Tenant and the General Contractor. All costs shall be subject to prevailing wages and if construction costs exceed \$25,000, then the tenant improvements shall also be subject to California competitive bid statutes.

6. INTEREST AND LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within five (5) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. SECURITY DEPOSIT.

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

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

8. TENANT'S USE OF THE PREMISES

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

9. SERVICES AND UTILITIES.

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

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.

II. 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.

- 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;
- 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, 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.
- c. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date, Tenant shall surrender all keys to the Premises.

19. DESTRUCTION OR DAMAGE.

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

20. EMINENT DOMAIN.

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

21. INDEMNIFICATION.

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity, or other things allowed or suffered by Tenant to be done in, on, or about the Premises; (2) any breach or default by Tenant of any of the Tenant's obligations under this Lease; or (3) any negligent or otherwise tortuous act or omission of Tenant, its agents, employees, invitees, or contractors. Tenant shall at Tenant's expense and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding. As a 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.
- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions, or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism, and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) above be paid to Landlord, and the proceeds under (ii) above be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for, and maintain in effect worker's compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation, or condition of the Premises, and the operations of Tenant in, on, or about the Premises, providing broad form property damage coverage for not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) each occurrence, and property damage liability insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) each accident.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as is set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. WAIVER OF SUBROGATION.

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

24. SUBORDINATION AND ATTORNMENT.

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 no 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 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.

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.

36. SIGN CONTROL.

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

37. MISCELLANEOUS.

- a. *Accord and Satisfaction; Allocation of Payments:* No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
- b. *Addenda:* If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
- c. *Attorneys' Fees:* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.
- d. *Captions, Articles and Section Numbers:* The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.
- e. *Changes Requested by Lender:* Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.
- f. *Choice of Law:* This Lease shall be construed and enforced in accordance with the laws of the State of California.
- g. *Consent:* Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.
- h. *Corporate Authority:* If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
- i. *Counterparts:* This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- j. *Execution of Lease; No Option:* The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.
- k. *Furnishing of Financial Statements; Tenant's Representations:* In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial

statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.

- l. *Further Assurances*: The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
- m. *Mortgagee Protection*: Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
- n. *Prior Agreements; Amendments*: This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- o. *Recording*: Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
- p. *Severability*: A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- q. *Successors and Assigns*: This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- r. *Time of the Essence*: Time is of the essence of this Lease.
- s. *Waiver*: No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
- t. *Compliance*: The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

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

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

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

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>dba: Las Palmas Medical Plaza</u>		
By:	<u>Chris Christensen</u>	By:	_____
Signature:	_____	Signature:	_____
Title:	<u>Interim-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.

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.
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

ADDENDUM

Addendum to that certain Office Building Lease dated October 24, 2023, by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord and Erik G. Palmer, D.O., a Medical Corporation doing business as Desert Family Medical Center, 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: January 1, 2024
- 2. Expiration Date: December 31, 2028
- 3. Rent Schedule:

01/01/2024 – 12/31/2024	\$2,260.00	
01/01/2025 – 12/31/2025	\$3,034.00	2.5%
01/01/2026 – 12/31/2026	\$3,109.85	2.5%
01/01/2027 – 12/31/2027	\$3,187.60	2.5%
01/01/2028 – 12/31/2028	\$3,267.29	2.5%
- 4. CAMs: Currently \$0.80 per square foot.
- 5. Security Deposit: Carryover from previous lease in the amount of Two-Thousand, Four Hundred Forty-Two Dollars & 00/100 (\$2,442.00).
- 6. Renewal Options: One optional two (2)-year term. Base rent for first year of the Option Term shall be at "Market Rate", which shall not be less than the last month of the initial Term plus a two and one half percent (2.5%) annual increases thereafter.
- 7. Early-Out Clause: In the event of an untimely death of Tenant, the lease may be terminated early by the Tenant's heirs or estate with written notice to the Landlord. In the event of a permanent disability which impairs the Tenant's ability to operate the business, the lease may be terminated early with written notice to the Landlord.

The foregoing is hereby agreed to and accepted:

Date: _____

Date: _____

Landlord: Desert Healthcare District

Tenant: _____

dba: Las Palmas Medical Plaza

By: Chris Christensen

By: _____

Signature: _____

Signature: _____

Title: Interim-CEO

Title: _____

DRAFT



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: November 15, 2023
To: Finance & Administration Committee
Subject: Addendum #1 to the Consulting Services Agreement for TWC Healthcare Consulting, dba The Walker Company, extending the contract period from December 1, 2023 to June 30, 2024 at the rate of \$6,833.33 per month.

Staff Recommendation: Consideration to approve Addendum #1 to the Consulting Services Agreement for TWC Healthcare Consulting, dba The Walker Company, extending the contract period from December 1, 2023 to June 30, 2024 at the rate of \$6,833.33 per month.

Background:

- In July 2023, the Board approved a Consulting Services Agreement with TWC to provide Board development services.
- Mr. Walker has been working on Phase 1 of the project and has more work to complete per the original agreement.
- The Board of Directors would like to continue the development work.
- Addendum #1 continues the monthly fee of \$6,833.33 and extends the service agreement period to June 30, 2024.
- Staff recommends approval of Addendum #1 of the Consulting Services Agreement for TWC Healthcare Consulting.

Fiscal Impact:

\$6,833.33 per month

**CONSULTING SERVICES AGREEMENT
ADDENDUM #1**

A Professional Services Agreement (“Agreement”) was 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 TWC Healthcare Consulting, LLC. dba Larry Walker Company (“Consultant”) on July 3, 2023.

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

1. District would like to continue the professional services of Consultant to provide Board governance services.
2. Compensation for Services. The District shall continue to compensate Consultant at a monthly rate of \$6,833.33.
3. Term. The term of this Addendum shall extend from December 1, 2023 to June 30, 2024.
4. All other terms remain unchanged.

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

“District”:

Desert Healthcare District

By: _____
Chris Christensen,, Interim CEO

Date: _____

“Consultant”:

The Walker Company

By: _____
Larry Walker

Date: _____

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 TWC Healthcare Consulting, LLC, dba The Walker Company, (“Consultant”) as follows:

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

1. District would like to retain the professional services of Consultant to address several important governance-building needs and help the Board to best capitalize on its leadership mandates and opportunities services with four key objectives as outlined in Exhibit “A.”

2. Consultant has worked with organizations across sectors and industries to develop and provide Board governance of 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 in an amount not to exceed \$38,000, in monthly increments of \$6,833.33, beginning July 1, 2023, plus reimbursement of out-of-pocket expenses, including coach airfare, lodging, ground transportation, airport and hotel parking, meals, and gratuities.

2.2 Invoices. Consultant shall deliver invoices as services are provided to the District no later than the 10th day of each month.

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 be from the date the agreement is signed through December 01, 2023, subject to Section 1.3.

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 at least 10 calendar days written 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. Consultant may also terminate this contract with or without cause upon giving 10 calendar days' written notice to District.

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.

Consultant reserves the right to bring additional staff to the governance sessions for observation or training purposes, unless client expresses specific objections at the time this contract is executed due to sensitive content.

District acknowledges it has specially ordered and commissioned Consultant to create materials for District's use. All original new materials created and contributed by Consultant are defined as "works made for hire" (hereinafter "the Works") under United States copyright laws, subject to the limitations specified below.

5.1 Pre-Existing Intellectual Property of Consultant

District acknowledges that Consultant may use its pre-existing intellectual property (including, without limitation, know-how and proprietary methodologies) ("Pre-Existing IP") as it creates the Works hereunder, and nothing in this Contract is intended to transfer ownership in Consultant's Pre-Existing IP to District.

5.2 Licenses

Should District wish to use or distribute the Works to third parties, and to the extent that such use or distribution by Client of the Works is for charitable purposes only, and subject to the terms of this Contract, District may use and distribute the Works. In no event may District sell or resell the Works for profit or otherwise commercialize the Works. To the extent that any of the Works created by Consultant contain any elements owned by third parties, Consultant warrants that any necessary licenses to use such materials have been obtained and apply to District equally.

5.3 Third-Party Materials

Should Consultant wish to use or distribute the Works or elements of the Works contributed by District to third parties, Consultant shall obtain prior written approval from District.

5.4 Use of Names and Logos

Consultant and District acknowledge that each owns all rights in their respective names, trademarks, service marks, logos, and other indicia of source ("Marks") and that each may not use any of the other's Marks except as expressly authorized in the course of performing the services covered by this contract and in connection with the attribution as described above in this contract.

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. Consultant will have no obligation to indemnify the District or

District/Foundation Indeminities to the extent the liability is caused solely by the District's or the District/Foundation Indeminities' gross negligence, recklessness or willful misconduct.

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
TWC Healthcare Consulting
31090 SW Boones Bend Rd.
Wilsonville, OR 97070

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

TWC Healthcare Consulting, LLC
dba The Walker Company

By: DocuSigned by:
Conrado Barzaga
8E39A71B12A04DE
Conrado Barzaga, CEO

By: DocuSigned by:
Larry Walker
1BAB281211DB49A...
Larry Walker, President

Date: 7/3/2023

Date: 7/3/2023

EXHIBIT A

Proposal

Prepared for the Desert Healthcare District and Foundation
By TWC Healthcare Consulting, LLC, dba The Walker Company

June 8, 2023

Introduction

The Desert Healthcare District and Foundation (the District) mission is **“To achieve optimal health at all stages of life for all District residents.”** This is a precise, challenging mission that encompasses achieving the “most desirable or satisfactory” (Webster’s definition) health outcomes for Coachella Valley residents from birth to death. To achieve that mission requires highly effective, dedicated, mission-committed, forward-thinking governing leaders. Professional, purposeful governance will play a significant role in helping to ensure the long-term success of the District in achieving its mission and vision.

By establishing a consistent consulting relationship with The Walker Company, the Board of Directors will be able to continuously tap into a reservoir of services and expertise to meet its governance development needs affordably, consistently, and dependably. A well-planned, ongoing relationship allows The Walker Company to develop an ever-evolving knowledge of the District and its Board, enabling us to provide the most focused and knowledgeable services and resources.

We propose to serve as a dedicated governance development resource to the District’s Board and CEO, providing continuity, independent and informed outside viewpoints, and practical, coordinated approaches to improving the District’s governance. We believe this is a pathway to achieve the premise unanimously agreed to by the Board, that **“Desert Healthcare’s management and Board of Directors must be a highly functional, purposeful team united by a compatible leadership culture, and driven to achieve mutual outcomes.”**

With The Walker Company’s guidance, the Board and management will gain the benefits of continuity, consistency of approach, and governance building solutions driven by a clear and focused understanding of the District’s governance culture, and its current and emerging governance needs.

Objectives of the Engagement

We propose to provide our services through a retainer arrangement. A monthly payment schedule ensures both cost and cash flow predictability for the District. In addition, **we offer this security: *If at any time, and for any reason, the District chooses to terminate the retainer agreement it may do so, and be responsible only for payment of the fee for the month in which the termination is made.***

Our services under this agreement will address several important governance-building needs, and help the Board to best capitalize on its leadership mandates and opportunities. Below are four key objectives of this engagement:

Proposal for the Desert Healthcare District and Foundation

1. Analyze all aspects of District governance structure and processes, and make recommendations for improving overall effectiveness.
2. Develop needed structural resources, e.g., role descriptions, committee charters, Board policies, etc. based on analysis.
3. Define the Board's information and knowledge needs, and provide information and programs that respond to those needs.
4. Continue to develop opportunities for building the Board's governance gain.

Summary of Services and Resources

Our retainer service offers several services that will work seamlessly together to improve the Board's governing effectiveness over time:

Phase 1: Evaluate the governance foundation.

Time Frame: Through July/early August 2023

- Review governance-related documents, including, but not limited to:
 - Board member role description
 - Board chair role description
 - Committee chair role description
 - Board policies and procedures
 - Board member election process
 - Board committee charters
 - New director orientation process
 - Governance operations manual
 - Strategic plan
 - Last 12 months' meeting minutes
 - Other, to be identified based on discussion with the DHCD CEO
- Interview Board members and the senior management team by telephone.
 - Focus on viewpoints about Board assets and liabilities; issues the Board should focus time and attention on over the coming year; regional and national trends impacting the District's ability to successfully contribute to Coachella Valley residents' most pressing health care needs, including economic, environmental, and educational factors; and the factors most critical to the Board's governing success, among others.
- Attend and evaluate three Board meetings via Zoom and/or review of recorded meetings.
 - Track time spent on each agenda item.
 - Assess scope and dynamics of dialogue among Board members.
 - Determine value of reporting to director learning and to advancement of the mission.

Proposal for the Desert Healthcare District and Foundation

Phase 1 Deliverables:

- ⇒ Summarize results of director and senior management interviews in a report of key themes and findings to be reviewed with the CEO and Board President.
- ⇒ Prepare drafts of role descriptions, committee charters, Board policies, etc. for review and potential adoption.
- ⇒ Summarize recommendations for improvement in meeting style and dynamics.

Phase 2: Provide resources to advance the Board’s governing knowledge and leadership effectiveness.

Time Frame: August 2023 – December 2023

- Evaluate the results of Board members’ ratings of Walker Company recommendations for governance gain.
 - Use the results to develop a District governance self-assessment customized to evaluate Board preferences for criteria that assess what directors believe are the factors that best measure their governing competence.
 - Work with the Board to determine a rating scale that meets directors’ satisfaction for assessing agreement with how well the Board performs in each criterion area.
 - Review the revised assessment with the Board prior to implementation to ensure Board-wide understanding of the meaning and intent of each criterion; make consensus-based modifications, as necessary.
- Provide Board members with a list of governance-related issues and subjects they should be aware of to provide effective, purposeful governing leadership. A range of topics will be provided for directors to choose from, and they will also be asked to suggest topics.
- Assist when requested on individual Board member problems/issues, and work toward equitable resolution.
- “Coach” individual directors when requested.
- Provide on demand access for telephone/Zoom conference calls with the CEO and/or the Board president to discuss governance issues as they emerge throughout the course of the agreement.
- Facilitate two on-site closed Board meetings (September, December, or other, as determined by management and the Board) on topics to be determined.

Phase 2 Deliverables:

- ⇒ Implement the new Board self-assessment in August 2023 (five months following the most recent assessment).
- ⇒ Create a process for the Board to use the new self-assessment to assess Board advancement quarterly: Identify areas where further governance gain appears to be needed, and define action steps to be taken.

Proposal for the Desert Healthcare District and Foundation

- ⇒ Develop executive summary level briefing papers on the issues and subjects most requested by directors.
- ⇒ Improve Board and individual director governing performance.

Proposed Fee and Expenses

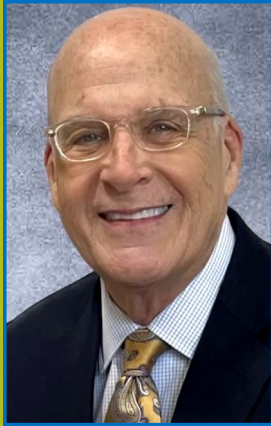
We believe we can best serve the needs of the Desert Healthcare District and Foundation Board by working with it in a concerted, focused way over a six-month period. Therefore, we propose to provide the services outlined in this proposal for a fee of \$38,000. This fee represents a 30% reduction from our customary charges for the same work not performed as part of a retainer. The fee would be paid in monthly increments of \$6,833.33, beginning July 1, 2023, and ending on December 1, 2023. Subject to the District's requirements we will, of course, consider extending this agreement for a further period.

In addition to the consulting fee, we are reimbursed for out-of-pocket expenses including coach airfare, lodging, ground transportation, airport and hotel parking, meals, and gratuities.

Advantages of This Solution to the Desert Healthcare District and Foundation

- Access to an **informed perspective on governance building issues, problems, challenges, and opportunities** based on our experience working with a broad range of healthcare clients in a variety of settings.
- Continuity of access to the varied **board building services and experiences** of the Walker Company. **We will work as part of your team** to help develop strategic governance, anticipate potential governance challenges, and develop timely governance solutions. We will develop knowledge and understanding of the Board's governance needs and opportunities, and work to implement timely solutions.
- The ability to **call on the Walker Company at any time for assistance** with any Board of Directors issue, challenge, or question. Regular access to our facilitation and planning resources will augment your existing capabilities, creating synergy and a continuity of focus.
- **Elimination of the time, expense, and uncertainty** of seeking outside assistance for certain assignments which can be included as part of our services.

About Larry Walker



Larry Walker is the President of The Walker Company Healthcare Consulting, LLC. The company has been devoted to improving the performance of hospital and health system boards of directors through smarter, more efficient and outcomes-focused governance for over 35 years.

Larry has broad governance experience, both as a consultant and as a board member. As a volunteer community member he served as a director and Chairman of the Board of Trustees of Gresham, Oregon's Mount Hood Medical Center. He was also a director of Portland, Oregon's Legacy Health System (now Legacy Health) and two of its predecessor organizations, Healthlink and Metropolitan Hospitals..

Larry has worked as a consultant to dozens of hospitals and hospital system boards of directors, leading them in the development of governance practices and performance assessments, facilitating board retreats, and providing governance education. In addition, he has presented governance education on a broad range of topics to thousands of trustees at hospital association conferences in 45 states, and is a long time consultant to the American Hospital Association. He is the founder of governWell™, which has become a national leader in providing governance education to hospitals and health systems. He sold governWell™ in 2018, and continues to serves it as an advisor.





DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: November 15, 2023
To: Finance & Administration Committee
Subject: Consulting Services Agreement for Deveau Burr Group for legislative work related to AB869 and seismic issues at Desert Regional Medical Center - \$9,500 per month through December 31, 2024

Staff Recommendation: Consideration to approve Consulting Services Agreement for Deveau Burr Group for legislative work related to AB869 and seismic issues at Desert Regional Medical Center.

Background:

- The District has been working with Strategies 360 since June of 2022 to lobby for and to develop legislation related to the seismic issues at Desert Regional Medical Center.
- Significant work has been completed in developing AB869 to assist with the seismic requirements and deadlines. More work is required to support efforts to pass the legislation.
- Several member of the S360 team the District has been working directly with have started their own firm, Deveau Burr Group.
- Staff recommends discontinuing the consulting services agreement with S360 and begin the continued work with Deveau Burr Group.
- The monthly fees would continue at \$9,500 per month with a contact period of December 1, 2023 to December 31, 2024.
- Staff recommends approval of the Consulting Services Agreement with Deveau Burr Group.

Fiscal Impact:
\$9,500 per month

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 Deveau Burr Group, LLC, (“Consultant”) as follows:

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

1. District would like to retain the professional services of Consultant to provide research, analysis and guidance to the Board of Directors regarding a potential sale transaction of Desert Regional Medical Center to Tenet Healthcare.
2. Consultant’s staff has worked with special districts and governmental agencies for many years and is qualified and possesses the knowledge, skill, expertise, 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 and the Desert Healthcare District (“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 Interim Chief Executive Officer Chris Christenen, 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 \$9.500 per month.

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 December 1, 2023 until December 31, 2024, 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 upto 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: Chris Christensen, Interim Chief Executive Officer
1140 N. Indian Canyon Drive
Palm Springs, California 92262

To: Consultant
Deveau Burr Group, LLC.
Attention: Andrea Deveau, Managing Partner
2612 17th Street, Sacramento, California 95818

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”:

Desert Healthcare District

“Consultant”:

Deveau Burr Group, LLC

By: _____
Chris Christensen, Interim CEO

By: _____
Andrea Deveau, Managing Partner

Date: _____

Date: _____

EXHIBIT A

November 8, 2023

Dear Chris,

Re: Proposal for Lobbying and Advocacy Services

We are pleased to present this proposal from Deveau Burr Group LLC, outlining our comprehensive lobbying and advocacy services for your organization, Desert Healthcare District & Foundation. We know your issues and are proud to have worked with and represented Desert Healthcare District & Foundation for almost two years as your lobbyist. We know your story, most importantly we believe in your mission, and are strong advocates for you. We hope to continue our partnership.

We are the same team of advocates and we are proud to be working under a new banner of Deveau Burr Group, LLC. The new approach allows us to really focus and provide tailored and enhanced services with even more dedication to the work we are doing together. Our team is nearly curated perfectly for Desert Healthcare District & Foundation. We can and will be nimble, dedicated and focused.

Sincerely,



Tish Rylander
Partner
Deveau Burr Group, LLC

Overview and Scope of Work

The firm may be new, but we are not. Over the years, we have made great strides towards achieving your goals and are now positioned to achieve a huge win with AB 869. In an environment dominated by politics, headlines and a strong, evolving and challenging sector we have maintained course, created a strategy of trust and enabled policy makers to look to Desert Healthcare District & Foundation as a partner and resource. This is not luck, but rather a strong strategy of execution, consistency and a laser-like focus on Desert Healthcare District & Foundation's goals. A few examples of this are as follows:

- Cultivated and nurtured relationships with Legislative champions and key policy advisors
- Worked closely with regional and state leaders to develop a press relations plan to support budgetary request
- Worked directly with the author of AB 869, Assemblymember Jim Wood, to help draft language and ensure DHCD was included in legislation
- Facilitated meetings and continue to have conversations with the CA Department of Health Care Access and Information as they develop technical assistance around seismic mandate
- Reached consensus with major stakeholders who are now in support of our efforts
- Working closely with the Governor's office and staff to build support for early action in the Governor's budget

Lobbying and Advocacy Proposal

Policy Support: Lobbying and advocating for Desert Healthcare District & Foundation in California would continue to involve, promoting policies and initiatives that support our effort to meet the mandates in the healthcare sector, in addition to tracking other items that could significantly impact operations and your overall success. We continue to lean into issues of the health workforce, state budgetary shortfalls, labor and any other policies that impact DHCD.

Continued Education and Awareness: Inform policymakers about the unique and critical challenges facing Desert Healthcare District & Foundation:

- Meeting with policymakers to continue to keep Desert Healthcare District & Foundation at the forefront, including organizing and executing on Sacramento Lobby Days.
- Continued engagement with policymakers on relevant policies and legislation of impact.
- Writing and disseminating support and/or opposition letters and following up with meetings as necessary.
- Positioning on legislation and testifying at legislative hearings.
- Working with and coordinating appropriate attendance at various legislative events, including Caucus briefings, Informational hearings and other opportunities.

Target Audience for Education and Advocacy:

- State Legislature
 - Introduce DHCD to new Assembly and Senate leaders
 - Assembly and Senate Health Committee
 - Assembly and Senate Budget Committees
 - CA Problem Solvers Caucus
 - Moderate Democratic Caucus
- Administration & Agencies
 - California Department of of Health Care Access and Information
 - Other agencies as needed
- Governor Newsom and Executive Branch
- Minority Caucuses
- Key Stakeholders - labor groups, hospital associations, etc.

Timeline and Budget

We propose to keep our standing retainer of \$9,500/month

Start Date

We propose commencing the contract on December 1, 2023 and commit to maintaining continuity in the meantime.

The Team

Our team, who you are very familiar with, is composed of seasoned professionals with extensive experience in government relations, public affairs, and advocacy. We have established relationships with key policymakers, influencers, and organizations that have and will continue to significantly benefit Desert Healthcare District & Foundation.

Next Steps

If we are fortunate to have Desert Healthcare District & Foundation engage the services of Deveau Burr Group, LLC, we will continue to work closely with your team to develop a customized strategy and action plan tailored to Desert Healthcare District & Foundation's unique needs and objectives.

Main Contact Information

Tish Rylander, Partner

tish@deveauburrgroup.com

(916) 952-0349

We are excited about the opportunity to continue our work with Desert Healthcare District & Foundation and make a positive impact together.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: November 15, 2023
To: Board of Directors
Subject: Replacement of Office Shades

Staff Recommendation: Consideration to approve a \$8,920.03 quote for labor and installation for replacement of the office shades.

Background:

- Installed approximately 10-15 years ago, the window shades in the District office are damaged and deteriorated after years of wear and tear.
- Replacement of the same blinds is not possible, as the current shades are no longer manufactured.
- Staff obtained quotes from 3 Day Blinds and Budget Blinds for replacement in the entire office.
- Budget Blinds quote includes packaging and handling, labor, and installation, with a 35 percent discount, whereas 3 Day Blinds quote includes a considerable added cost for the same details with a reduced discount.
 - 3 Day Blinds - \$22,825.95
 - Budget Blinds - \$8,920.03
- Staff requests approval of Budget Blinds for the purchase of new office shades.

Fiscal Impact:

\$8,920.03 Expense

Quote Document

Quote #: 6324 11/02/2023

Designer: Matt Dodd

Account Name: Andrea Hayles

Budget Blinds of Coachella Valley

3425 N INDIAN CANYON DR STE 6

PALM SPRINGS, CA 92262

Phone: (760) 320-1914

Email: matt.dodd@budgetblinds.com

Web Site: <https://budgetblinds.com>



Bill to Address	
Andrea Hayles 1140 N INDIAN CANYON DR PALM SPRINGS, CA 92262-4872	Cell : *(760) 567-0298 Home : (760) 567-0298 Email : ahayles@dhcd.org Sidemark : Hayles - An

Installation Address
Andrea Hayles 1140 N INDIAN CANYON DR PALM SPRINGS, CA 92262-4872

Window Name	Product	Unit Price	Qty	Total
OTR - W1	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbi Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$327.00	1	\$327.00
OTR - W2	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbi Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$327.00	1	\$327.00
OTR - W3	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbi Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$383.00	1	\$383.00
OTR - W4	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbi Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W5	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbi Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W6	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbi Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00

Blinds • Shutters • Shades • Drapes • Home Automation

Quote Document

Quote #: 6324 11/02/2023

Designer: Matt Dodd

Account Name: Andrea Hayles

Budget Blinds of Coachella Valley

3425 N INDIAN CANYON DR STE 6

PALM SPRINGS, CA 92262

Phone: (760) 320-1914

Email: matt.dodd@budgetblinds.com

Web Site: <https://budgetblinds.com>



Style and service for every budget.

Window Name	Product	Unit Price	Qty	Total
OTR - W7	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W8	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W9	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W10	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W11	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W12	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W13	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00

Quote Document

Quote #: 6324 11/02/2023

Designer: Matt Dodd

Account Name: Andrea Hayles

Budget Blinds of Coachella Valley

3425 N INDIAN CANYON DR STE 6

PALM SPRINGS, CA 92262

Phone: (760) 320-1914

Email: matt.dodd@budgetblinds.com

Web Site: <https://budgetblinds.com>



Window Name	Product	Unit Price	Qty	Total
OTR - W14	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$236.00	1	\$236.00
OTR - W15	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W16	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W17	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W18	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W19	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W20	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00

Quote Document

Quote #: 6324 11/02/2023

Designer: Matt Dodd

Account Name: Andrea Hayles

Budget Blinds of Coachella Valley

3425 N INDIAN CANYON DR STE 6

PALM SPRINGS, CA 92262

Phone: (760) 320-1914

Email: matt.dodd@budgetblinds.com

Web Site: <https://budgetblinds.com>



Style and service for every budget.®

Window Name	Product	Unit Price	Qty	Total
OTR - W21	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$383.00	1	\$383.00
OTR - W22	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$327.00	1	\$327.00
OTR - W23	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$327.00	1	\$327.00
OTR - W24	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$383.00	1	\$383.00
OTR - W25	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W26	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W27	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00

Quote Document

Quote #: 6324 11/02/2023

Designer: Matt Dodd

Account Name: Andrea Hayles

Budget Blinds of Coachella Valley

3425 N INDIAN CANYON DR STE 6

PALM SPRINGS, CA 92262

Phone: (760) 320-1914

Email: matt.dodd@budgetblinds.com

Web Site: <https://budgetblinds.com>



Window Name	Product	Unit Price	Qty	Total
OTR - W28	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W29	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W30	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W31	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$236.00	1	\$236.00
OTR - W32	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W33	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W34	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00

Quote Document

Quote #: 6324 11/02/2023

Designer: Matt Dodd

Account Name: Andrea Hayles

Budget Blinds of Coachella Valley

3425 N INDIAN CANYON DR STE 6

PALM SPRINGS, CA 92262

Phone: (760) 320-1914

Email: matt.dodd@budgetblinds.com

Web Site: <https://budgetblinds.com>



Style and service for every budget.®

Window Name	Product	Unit Price	Qty	Total
OTR - W35	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W36	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00
OTR - W37	CELLULAR SHADES Enlightened Style ; Product: HONEYCOMB SHADES , Model: HONEYCOMB LATOUR CORDLESS LIFT , Blinds on Headrail: SINGLE PANEL SHADE , Fabric Covered Headrail: NO , Fabric Type: VDC - Transitions - Dbl Cell , Color: 800 - Porcelain , Mount: OUTSIDE MOUNT , Rail Type: DELUXE , Handle Type: COLOR COORDINATED , Handle Quantity: ONE HANDLE , Extension Brackets: NO , Hold Down Brackets: NO , Spacer Blocks: NO , Extension Pole: NO , Color Override - Headrail: NO , Color Override - Bottom Rail: NO , Shim: NO , Side-By-Side: NO , Special Instructions: NO ,	\$344.00	1	\$344.00

Discount Summary	Memo
35.00% - 35% discount	

Taxes are estimated. All Taxes will be calculated and applied at the time the order is placed.

Product Subtotal:	\$12,561.00
Total Discounts Applied:	(\$4,396.35)
Additional Charges:	\$0.00
Quote Subtotal:	<u>\$8,164.65</u>
Est Tax/Tax:	\$755.38
Total:	<u>\$8,920.03</u>

Quote Expiration Date: 12/02/2023

Quote Document

Quote #: 6324 11/02/2023
Designer: Matt Dodd
Account Name: Andrea Hayles

Budget Blinds of Coachella Valley

3425 N INDIAN CANYON DR STE 6
PALM SPRINGS, CA 92262
Phone: (760) 320-1914
Email: matt.dodd@budgetblinds.com
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Notes

Quote Document

Budget Blinds of Coachella Valley

3425 N INDIAN CANYON DR STE 6

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Phone: (760) 320-1914

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Style and service for every budget.®

Quote #: 6324 11/02/2023

Designer: Matt Dodd

Account Name: Andrea Hayles

Terms & Conditions

Signatures

Signature

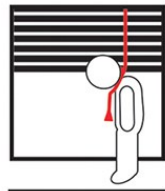
Date

Sales Rep

Date

Quote Expiration Date: 12/02/2023

! WARNING/ ADVERTENCIA



Window blind cord can STRANGLE your child. To prevent strangulation, purchase cordless products or products with inaccessible cords.

La cuerda de la persiana puede ESTRANGULAR a su niño. Para evitar el estrangulamiento, compre alternativas cuerda o productos con cuerdas inaccesibles.

! WARNING

 The cords on this product present a potential strangulation hazard.

 For child safety, consider cordless alternatives or products with inaccessible cords.

! MISE EN GARDE

 Les cordons de ce produit présentent un risque d'étranglement.

 Pour la sécurité des enfants, envisagez à choisir des produits sans cordon ou des produits dont les cordons ne sont pas accessibles.

5.1.3 & 5.1.4

LIMITED LIFETIME WARRANTY



LIMITED LIFETIME PRODUCT WARRANTY

This Limited Lifetime Product Warranty extends to the original retail purchaser of Custom Brands Group window covering products which were properly installed and maintained as per our installation instructions and not modified in any way. We will repair or replace, at our option, a defective product after it is returned to Custom Brands Group or one of our dealers.

Natural materials, especially wood, can have a tendency to warp when exposed to the elements. This is considered normal wear and tear and is not covered by this warranty.

Repairs and replacements will be made with like or similar parts or products. We will do our best to match the repair or replacement with similar parts or products, but colors may vary and we cannot guarantee an exact match from previous purchases or to other non-defective existing products, even if they are in or near the same opening. If the product, part/component, or operating system has been discontinued, we will repair or replace only the defective product with the most similar alternative available at the time of repair or replacement.

WHAT IS COVERED

- This warranty covers our products for defects in materials, mechanisms, workmanship, and failure to operate for as long as the original retail purchaser owns the product (unless shorter periods are provided in the chart below)
- All internal mechanisms, components, and brackets
- Fabric delamination
- Custom Brands Group will provide a return shipping label for goods less than 12 months old.

Product / Component	Period of Coverage (from date of purchase)
All operational cords, ladders and tapes	7 Years
Motorization components and accessories* (batteries not included)	5 Years
Exterior Roller Shades	5 Years
Specialty Shades	1 Year
Shutters	25 Years

*All motorized parts must be purchased from Custom Brands Group to be covered by our warranty.

WHAT IS NOT COVERED

- Any conditions caused by normal wear and tear on the product.
- Abuse, accidents, misuse, or alterations to the product.
- Exposure to the elements (sunlight, salt air, wind, water/moisture, high humidity, or corrosive materials) which may cause discoloration, fading, cracking, shrinking, stretching, or warping over time.
- Failure to follow our instructions with respect to measurement, proper installation, cleaning, operation of the product, or maintenance.
- Labor costs associated with removal and reinstallation.
- Shipments will be at the purchaser's expense for all goods more than 12 months old.

To Obtain Warranty Service:

- Contact your original dealer (place of purchase) for warranty assistance.
- If you are not the original owner, and therefore not covered by this warranty, contact your local dealer for assistance. There will be costs associated with the repair or replacement.
- Contact Custom Brands Group at 800-669-6333 for technical support, availability of parts, for assistance in obtaining warranty service, or for further explanation of our warranty.

NOTE: In no event, shall Custom Brands Group or its dealers or distributors be liable or responsible for incidental or consequential damages or for any other indirect damage, loss, cost, or expense. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion or limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State. This warranty is limited to blinds, shades, and shutters installed in residential dwellings.

Different warranty periods and terms apply for commercial products and applications.

Budget Blinds Sample Shades



Order Details

Client Name:

ANDREA HAYLES DESERT HEALTH CARE DISTRICT



3 DAY BLINDS®
YOU'LL LOVE THE TREATMENT

Client Address:

1140 North Indian Canyon Dr 2nd Flo, Palm Springs, CA 92262

Client Phone:

(760) 567-0298

Alternate Phone:

Installation Address:

1140 NORTH INDIAN CANYON DR STERGIS BLDG 2ND FLOOR
Palm Springs, CA 92262

Design Consultant:

Kerry Bedwell

Order Number: 1509444

Delivery Contact:

Cant Top Us Installations

Delivery Phone:

(760) 668-9366

Estimated Installation On or Before:

Final Installation Dates are pending remeasure.

Delivery dates represent expected service for the delivery and installation method selected. Delivery and installation dates may occasionally be impacted by weather, natural disasters, world events, unexpected material back orders or other unanticipated events.

Line 2	Product: HONEYCOMB SHADES - CORDLESS Model: 1/2" HEIRLOOM TWINCELL Color: Vintage Lace Quantity: 1	Total: \$388.94
---------------	---	------------------------

- Oversold NO
- Room Type OFFICE BUILDING
- Window N-HALL-LEFT
- Side By Side YES
- Match Side by Side with Window RIGHT
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 3	Product: HONEYCOMB SHADES - CORDLESS Model: 1/2" HEIRLOOM TWINCELL Color: Vintage Lace Quantity: 1	Total: \$388.94
---------------	---	------------------------

- Oversold NO
- Room Type OFFICE BUILDING
- Window N-HALL-RIGHT
- Side By Side YES
- Match Side by Side with Window RIGHT
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO

- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 4	Product: HONEYCOMB SHADES - CORDLESS	Total: \$422.57
	Model: 1/2" HEIRLOOM TWINCELL Color: Vintage Lace Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** OFF-1
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 5	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL Color: Vintage Lace Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 1-LEFT
- **Side By Side** YES
- **Match Side by Side with Window** RIGHT
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 6	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL Color: Vintage Lace Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 2-RIGHT
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 7	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.44

- Oversold NO
- Room Type OFFICE BUILDING
- Window 2-LEFT
- Side By Side YES
- Match Side by Side with Window RIGHT
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 8	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.44

- Oversold NO
- Room Type OFFICE BUILDING
- Window 2-RIGHT
- Side By Side NO
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 9	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.44

- Oversold NO
- Room Type OFFICE BUILDING
- Window 3-LEFT
- Side By Side YES
- Match Side by Side with Window RIGHT
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 10	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.44

- Oversold NO
- Room Type OFFICE BUILDING
- Window 3-RIGHT
- Side By Side NO
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 11

Product: HONEYCOMB SHADES - CORDLESS
Model: 1/2" HEIRLOOM TWINCELL
Color: Vintage Lace
Quantity: 1

Total: \$398.44

- Oversold NO
- Room Type OFFICE BUILDING
- Window HALL-L
- Side By Side YES
- Match Side by Side with Window HALL-R
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 12

Product: HONEYCOMB SHADES - CORDLESS
Model: 1/2" HEIRLOOM TWINCELL
Color: Vintage Lace
Quantity: 1

Total: \$398.44

- Oversold NO
- Room Type OFFICE BUILDING
- Window HALL-R
- Side By Side NO
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 13

Product: HONEYCOMB SHADES - CORDLESS
Model: 1/2" HEIRLOOM TWINCELL
Color: Vintage Lace
Quantity: 1

Total: \$398.44

- Oversold NO
- Room Type OFFICE BUILDING
- Window 4-LEFT
- Side By Side YES
- Match Side by Side with Window RIGHT
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO

- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 14	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL Color: Vintage Lace Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 4-RIGHT
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 15	Product: HONEYCOMB SHADES - CORDLESS	Total: \$287.32
	Model: 1/2" HEIRLOOM TWINCELL Color: Vintage Lace Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** FILE AREA
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 16	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL Color: Vintage Lace Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 5-LEFT
- **Side By Side** YES
- **Match Side by Side with Window** RIGHT
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 17	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 5-RIGHT
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 18	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** COPY-LEFT
- **Side By Side** YES
- **Match Side by Side with Window** RIGHT
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 19	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** COPY-R
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 20	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- Oversold NO
- Room Type OFFICE BUILDING
- Window BOARD-LEFT
- Side By Side YES
- Match Side by Side with Window RIGHT
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 21

Product: HONEYCOMB SHADES - CORDLESS
Model: 1/2" HEIRLOOM TWINCELL
Color: Vintage Lace
Quantity: 1

Total: \$398.44

- Oversold NO
- Room Type OFFICE BUILDING
- Window BOARD-RIGHT
- Side By Side NO
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 22

Product: HONEYCOMB SHADES - CORDLESS
Model: 1/2" HEIRLOOM TWINCELL
Color: Vintage Lace
Quantity: 1

Total: \$422.57

- Oversold NO
- Room Type OFFICE BUILDING
- Window BOARD-1
- Side By Side NO
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 23

Product: HONEYCOMB SHADES - CORDLESS
Model: 1/2" HEIRLOOM TWINCELL
Color: Vintage Lace
Quantity: 1

Total: \$388.94

- Oversold NO
- Room Type OFFICE BUILDING
- Window BOARD-LEFT
- Side By Side YES
- Match Side by Side with Window RIGHT
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO

- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 24	Product: HONEYCOMB SHADES - CORDLESS	Total: \$388.94
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** BOARD-RIGHT
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 25	Product: HONEYCOMB SHADES - CORDLESS	Total: \$422.57
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** BOARD-2
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 26	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** BOARD-LEFT
- **Side By Side** YES
- **Match Side by Side with Window** RIGHT
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 27	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.44

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** BOARD-RIGHT
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 28	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.44

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** KITCHEN-LEFT
- **Side By Side** YES
- **Match Side by Side with Window** RIGHT
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 29	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.44

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** KITCHEN-RIGHT
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 30	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.44

- Oversold NO
- Room Type OFFICE BUILDING
- Window 6-LEFT
- Side By Side YES
- Match Side by Side with Window RIGHT
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 31	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- Oversold NO
- Room Type OFFICE BUILDING
- Window 6-RIGHT
- Side By Side NO
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 32	Product: HONEYCOMB SHADES - CORDLESS	Total: \$287.32
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- Oversold NO
- Room Type OFFICE BUILDING
- Window 7-1
- Side By Side NO
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO
- Installer / Client Notes
- Installing into Steel or Concrete NO
- Top of Window over 10' from Floor NO
- Is Window in a Stairway NO
- Is this a Ceiling Mount NO
- Are there currently treatments in the window YES
- Installer Take Down YES
- Installer Active in SF NO

Line 33	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- Oversold NO
- Room Type OFFICE BUILDING
- Window 8-LEFT
- Side By Side YES
- Match Side by Side with Window RIGHT
- Mount Type OUTSIDE
- Operating Style STANDARD LIFT
- Clearance NONE
- Extension Pole NONE
- Tile Cut Out NO
- Hold Down Brackets YES
- Special Order NO

- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 34	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 8-RIGHT
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 35	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 8-RIGHT
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 36	Product: HONEYCOMB SHADES - CORDLESS	Total: \$398.44
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 9-LEFT
- **Side By Side** YES
- **Match Side by Side with Window** RIGHT
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 37	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.44

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 9-RIGHT
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 38	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.44

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 10-LEFT
- **Side By Side** YES
- **Match Side by Side with Window** RIGHT
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Line 39	Product: HONEYCOMB SHADES - CORDLESS	
	Model: 1/2" HEIRLOOM TWINCELL	
	Color: Vintage Lace	
	Quantity: 1	Total: \$398.57

- **Oversold** NO
- **Room Type** OFFICE BUILDING
- **Window** 10-RIGHT
- **Side By Side** NO
- **Mount Type** OUTSIDE
- **Operating Style** STANDARD LIFT
- **Clearance** NONE
- **Extension Pole** NONE
- **Tile Cut Out** NO
- **Hold Down Brackets** YES
- **Special Order** NO
- **Installer / Client Notes**
- **Installing into Steel or Concrete** NO
- **Top of Window over 10' from Floor** NO
- **Is Window in a Stairway** NO
- **Is this a Ceiling Mount** NO
- **Are there currently treatments in the window** YES
- **Installer Take Down** YES
- **Installer Active in SF** NO

Order Summary:

Product Total	\$14,953.00
Packaging and Handling	\$3,087.12
Installation Charge	\$3,117.00
Sales Tax	\$1,668.83
Total Contract Price	\$22,825.95
Downpayment Received	\$0.00
Balance Due	\$22,825.95
Total Discounts Applied	\$5,499.87

Consent to Use Electronic Records and Signatures

Customer Name: ANDREA HAYLES DESERT HEALTH CARE DISTRICT

Order Number: 1509444

In this Consent to Use Electronic Records and Signatures (the "Consent"):

- "You", "your" and "Buyer" means the person or persons giving this Consent.
- "We", "us", "our", "3DB" and "contractor" means 3 Day Blinds, LLC
- "Documents" means each document, disclosure, notice, agreement, fee schedule, statement, record, and/or other information we provide to you, or that you sign or submit or agree to at our request.

You agree and understand as follows:

1. Your Consent to use electronic records and signatures; Certain information may or must still be provided in writing.

You consent to use and receive electronic records for all Documents ("Electronic Records") in lieu of paper records, and agree that we may also use electronic signatures, consents and initials ("Electronic Signatures") and obtain them from you as part of our transactions with you, in lieu of, and with the full force and effect of, a traditional or ink signature. You agree and understand that your Electronic Signature confirms your acceptance of, and intent to be bound by, any Document for which it was given, including this Consent.

In our sole discretion, we may (1) provide you instead with paper records of any Document, even if you have chosen to receive it electronically, or (2) require you to provide to us paper copies of any Document you sign or submit or agree to at our request. Also in our sole discretion, we may require you to provide a written signature, even if you have chosen to provide or have already provided an Electronic Signature.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Document or other communication how you may deliver that notice to us electronically.

2. Your Consent covers all 3 Day Blinds Products and Services.

Your Consent covers all Documents relating to any 3DB product or service.

3. You may withdraw your Consent at any time; Effect of withdrawing Consent; How to give notice of withdrawal.

You have the right to withdraw your Consent at any time. Your withdrawal of Consent will become effective after we have had a reasonable opportunity to act upon it. Your withdrawal of Consent will not affect the legal effectiveness, validity, or enforceability of any Electronic Records or Electronic Signatures provided by or to you prior to the implementation of your withdrawal of Consent. To withdraw your Consent, you may contact us in writing at CustomerCare@3day.com.

4. Accessing your electronic records; Hardware and software you will need.

3DB will email you a copy of the applicable Electronic Record, or in some cases may direct you to a website to obtain a copy of the Electronic Record. To access and retain the Electronic Records, you will need the following:

- A computer or mobile device with Internet or mobile connectivity, which in turn has and is capable of supporting:
 - For website communications, a Current Version of one of the following web browsers with cookies enabled: Google Chrome, Internet Explorer, or Apple Safari; and
 - A Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader)
- Access to the email address which you have provided to us in the Contract and which must remain valid and active;
- You will also need a printer if you wish to print out and retain records on paper, and sufficient electronic storage if you wish to retain the Electronic Records in electronic form; and

By "Current Version," we mean a version of the software that is currently being supported by its publisher.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw.

5. Changes to hardware or software requirements.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. In such case, you will have the right to withdraw your Consent without incurring any fees for doing so.

6. Your option to receive paper copies.

If we provide Electronic Records to you, you may request a paper copy within 180 days of the date the Electronic Record(s) was provided to you, by writing to us at PreInstallSupport@3day.com. You may have to pay a fee for the paper copy unless charging a fee is prohibited by applicable law.

Date: 10/25/2023

California Age Verification

Order Number:1509444

Customer Name:ANDREA HAYLES DESERT
HEALTH CARE DISTRICT

In accordance with California requirements, certain contract language will be added to your Home Improvement Contract if you are 65 years of age or older. Please check the following:

I, Buyer, affirm that I am at least 65 years of age (verification may be required)

I, Buyer, am younger than 65 years of age or decline to provide my age

Home Improvement Contract

Customer Name: ANDREA HAYLES DESERT HEALTH CARE DISTRICT

Order Number: 1509444

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Name and Address of "Contractor"

Notice of Cancellation may be sent here:

3 Day Blinds LLC
167 Technology Drive
Irvine, CA 92618
(800) 800-3329

Name and Billing Address of "Buyer"

Name: ANDREA HAYLES DESERT HEALTH CARE DISTRICT
Address: 1140 North Indian Canyon Dr 2nd Flo, Palm Springs, CA 92262
Phone: (760) 567-0298
Email Address: ahayles@dhcd.org
Date Buyer Signed Contract: 10/25/2023

1. Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed:

a. **Installation Address:** 1140 NORTH INDIAN CANYON DR STERGIS BLDG 2ND FLOOR Palm Springs, CA 92262

b. **Scope of Work:** Contractor shall perform the scope of work and supply the materials specified in the Order attached to this Home Improvement Contract ("Contract") and incorporated herein by reference. Unless otherwise indicated in the Order or Product Disclaimers and Information, the Contract Price includes delivery, set up, assembly, unpacking and installation. Contractor or Contractor's third-party installer will call Buyer to schedule an installation appointment after the products have been delivered. Buyer represents and warrants that Buyer has read the Order and Product Disclaimers and Information and acknowledges that these terms are accurate.

c. **Product Disclaimers:** Buyer has read and agrees to all product disclaimers specified in the Product Disclaimers and Information.

d. **Installation.** Buyer acknowledges and agrees that Contractor may engage a third-party installer as an independent contractor to perform certain services and work identified herein, including installation of products. All such services will be performed during normal business hours.

e. **Warranty.** The scope of work is covered exclusively by the attached Limited Lifetime Warranty.

2. **Contract Price.** Buyer shall pay to Contractor \$22,825.95 (the "Contract Price"). The details of the Contract Price are included in the Order.
3. **Acceptance.** Buyer's acceptance of the Contract is expressly limited to the terms of the Contract. These terms can only be changed in a written amendment signed by the Buyer and an officer of 3 Day Blinds LLC. Buyer expressly acknowledges that there are no oral agreements between the parties not set forth in this Contract.
4. **Superseding.** This signed Contract supersedes and replaces any previously signed Contract, if any, for Order Number 1509444, provided however that Buyer acknowledges the three day right to cancel Order 1509444 runs from the original transaction date and no new right to cancel results from the modification, amendment or replacement of or change to that original transaction.
5. **Confirmation of Contract Required.** The order is taken by a design consultant. Buyer agrees that the Order and this Contract are subject to final confirmation of terms and pricing by Contractor, and are further subject to availability of goods, absent either of which Buyer agrees that Contractor may, in its sole discretion, elect to reject the Contract.
6. **Payment.** The Contract Price must be paid in full before the merchandise is installed. ALL CHECKS MUST BE MADE PAYABLE TO 3 DAY BLINDS LLC. Payment to 3 Day Blinds LLC should be given to your design consultant and check payments should never be made payable to the name of your design consultant. DO NOT make any payments to your installer. **Any unpaid balance, including without limitation, packaging and handling, installation and taxes (if applicable) is due in full prior to installation and will be charged to the credit or debit card or bank account used for the initial payment, at the time installation is scheduled.**

[Click here to insert my electronic signature](#)

7. **Check or ACH/EFT Return Charge.** If a credit card, ACH or EFT charge, or check, is returned as unpaid or insufficient, Buyer will pay Contractor the amount incurred by its bank but not less than \$25.
8. **Nonpayment by Buyer.** If the Buyer fails to pay any amount due to Contractor or breaches any other obligation under this Contract, Buyer shall be in default hereunder and Contractor shall, in addition to any and all rights and remedies at law or in equity, have the right to immediately suspend the work and/or terminate the Contract and recover from Buyer any and all damages resulting therefrom. If any payment is not timely made, Buyer agrees to pay

simple interest at the rate of ten percent (10%) per annum on any outstanding and unpaid amounts.

9. **Final Payment and Warranty.** Any and all warranties by Contractor, express or implied, shall not be valid unless and until payment in full is made pursuant to this Contract.
10. **Suitability.** Buyer has made all decisions concerning the selection, color and style of the merchandise purchased.
11. **Inspection.** Buyer must inspect the merchandise upon delivery to Buyer. Buyer must make any claims for damage within 30 days of the earlier of (i) receipt of product or (ii) installation of product.
12. **Window Covering Take Down.** If the Order for this Contract does not include the removal or take down of existing window coverings and all brackets, it is Buyer's responsibility to ensure all existing window coverings being replaced by Contractor are removed before the date of installation of the new window coverings. If, by the time Contractor or its installer begins to install the new window coverings, the existing window coverings and all brackets are not removed, Contractor, or its installer, will remove and dispose of the existing window coverings and brackets, for an additional charge of between \$15.00 and \$20.00 per window, which will be added to the Contract Price.
13. **Delivery Date Estimates.** All delivery dates listed in the Contract or otherwise represented are only estimates and are subject to change without notice, including but not limited to, changes caused by a Permitted Delay. Contractor shall have no liability for any such delay.
14. **Security Interest.** Buyer grants Contractor a security interest in the merchandise to secure Buyer's obligation to pay the purchase price. Contractor will have the rights of a secured party under the California Commercial Code. Buyer further authorizes Contractor to file a Uniform Commercial Code (UCC) financing statement with respect to the merchandise to secure payment of the purchase price by Buyer, as deemed necessary by Contractor in its reasonable discretion.
15. Date: 10/25/2023

I accept these terms

16. **Additional Information.** To request a copy of this Contract, please send a written request to CustomerCare@3day.com.
17. **Privacy Policy.** Contractor does not share your information with third party marketing companies. For more information go to www.3dayblinds.com/privacy-policy.
18. **Severability.** Every provision of this Contract is intended to be severable such that, if any term or provision hereof is invalid for any reason whatsoever, such provision shall be severed from this Contract and shall not affect the validity of the remainder of the Contract.
19. **Choice of Law.** This Contract has been negotiated and entered into in the State of California, Contractor was formed in the State of California, and the order will be processed in California. Accordingly, Buyer and Contractor agree that the Contract shall be construed, interpreted, governed and enforced in accordance with the laws of California. To the extent, only, that the arbitration provision of Section 22 is inapplicable, the parties hereby expressly submit themselves to the exclusive jurisdiction of the federal and state courts of California for the determination of any controversy arising out of, related to, or in any way connected with this Contract.

20. **Limitation on Remedies.** In the event of any breach by Contractor of its obligations under this Contract, Buyer agrees that Contractor shall in no event be liable to Buyer for any consequential, special or punitive damages, and in no event shall Buyer's recovery in monetary damages exceed the total amount paid by Buyer to Contractor hereunder.
21. **Class Action Waiver.** Except as otherwise required under applicable law, Buyer and Contractor intend and expressly agree that class action and/or representative action procedures shall not be asserted, nor apply, in any action, arbitration or proceeding (1) relating in any way, arising out of, or in any way connected with this Contract, and/or (2) for claims against one another. Contractor and Buyer further intend and expressly agree that each Contractor and Buyer shall each submit and/or assert only their own claims in any action, proceeding, or arbitration, and will not seek to represent the interests of any other person or entity, or assert representative claims.
22. **Arbitration.** Notwithstanding anything to the contrary, any dispute, claim or controversy, in any way arising out of, connected with, or relating to (a) Company's goods or services, including installation services, or (b) this Contract, including the breach, termination, enforcement, interpretation or validity thereof, and including the determination of the scope or applicability of this agreement to arbitrate, and whether a claim is arbitrable hereunder, or (c) the relationship of the Parties, shall be determined by binding, non-appealable arbitration in Orange County, California before one retired judge of the Orange County Superior Court. With respect to procedure, the arbitrator shall be required to apply and follow the Federal Arbitration Act ("FAA"), not the California Arbitration Act, and, where not in conflict with the FAA, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (including the Expedited Procedures set forth in Rules 16.1 and 16.2 therein) which are available on request, and incorporated herein by reference. Further, Buyer and Contractor intend and expressly agree that the Class Action Waiver provisions of Section 21 shall be applied in any such arbitration. With respect to substantive law, the arbitrator shall be required to apply and follow the substantive laws of the State of California, including without limitation those relating to the interpretation, validity, construction, and performance of this Contract. Buyer and Contractor intend and expressly agree that the Limitation on Remedies provisions of Section 20 shall be applied in any such arbitration. The parties shall treat as confidential any and all information relating to the arbitration proceeding. The filing of an action to foreclose upon or enforce a lien (including a mechanic's lien), or any steps to perfect, record or obtain the foreclosure of a lien, shall not be deemed a waiver of the right to compel arbitration and the filing of a petition for arbitration shall toll and stop the running, and avoid the expiration, of any and all statutes of limitations or other deadlines to file an action to enforce or foreclose upon a mechanic's lien by Contractor.
23. **Documents Incorporated into This Contract.** The following documents are incorporated into this Contract and its terms: (i) Order (Scope of Work); (ii) Product Disclaimers and Information; (iii) Limited Lifetime Warranty; and (iv) Notice of Cancellation (in duplicate).
24. **Counterparts.** This Contract may be executed in counterparts, by original, facsimile or PDF signatures and shall be effective on the date last executed by one of the parties hereto if so executed in counterparts.
25. **Permitted Delays.** Neither party shall be deemed to be in default for failure or delay in performance of any of its obligations under this if caused by floods, earthquakes, other acts of God or of third parties, fires, wars, insurrection, riots, terrorism or similar hostilities, strikes, lockouts, any form of labor dispute, government regulations, referenda, acts of or failures to

act by governmental authorities, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, inability to secure necessary labor, materials or tools, need for remeasurement or other confirmatory procedures, or other causes beyond either of the parties' reasonable control (each, a "Permitted Delay"). If any such event shall occur, the time for performance by the affected party shall be extended by the period of time of such Permitted Delay.

- 26. **Approximate Start Date.** Based solely on information known to Contractor as of the date of this Contract, Contractor estimates the work will commence on the following approximate date: 10/26/2023. "Substantial commencement of work" means the date on which fabrication of the materials specified in the Order Form begins.
- 27. **Approximate Completion Date.** Based solely on information known to Contractor as of the date of this Contract, Contractor estimates it will achieve substantial completion of the work by the following approximate date: 11/01/2023. Subject, among other things, to Permitted Delays. Buyer acknowledges that the estimated completion date is just an estimate and not a guaranty of when substantial completion of the work will be achieved.
- 28. **Downpayment.** The amount of the downpayment is **\$0.00**.
- 29. **Contractor's License Information.**
California Contractor's State License Number: 1005986

Name and Registration Number of any home improvement salesperson (design consultant who negotiated or solicited this Contract (if applicable)):

Name: Kerry Bedwell

Registration Number: 91013 SP

Exempt From
Registration

- 30. **Note About Extra Work and Change Orders.** Extra Work and Change Orders become part of the Contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments.
 - a. Buyer may not require contractor to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra Work or a change order is not enforceable against the Buyer unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (i) the scope of work encompassed by the change order; (ii) the amount to be added or subtracted from the Contract; and (iii) the effect the change order will make in the progress payments or the completion date.
 - b. The contractor's failure to comply with the requirements of this Section 29 does not preclude recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.
- 31. **Commercial General Liability Insurance.** This contractor is a limited liability company that carries liability insurance or maintains other security as required by law. You may call Commercial Risk Solutions at (877) 384-4276 to check on contractor's insurance coverage or security.

32. **Worker's Compensation Insurance.** This contractor carries workers' compensation insurance for all employees.
33. **Lien Releases.** Upon satisfactory payment being made for any portion of the work performed, the Contractor, prior to any further payment being made, shall furnish to Buyer a full and unconditional release from any potential lien claimant claim or mechanic's lien authorized pursuant to Sections 8400 and 8404 of the California Civil Code for that portion of the work for which payment is made.
34. **Information about the Contractors' State License Board (CSLB):** CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826

35. **Notice about Performance Bond.** Buyer or tenant has the right to require the contractor to have a payment and performance bond. Contractor has a blanket performance and payment bond in place with the Contractor's State License Board.

Buyer

By:

Name: ANDREA HAYLES DESERT
HEALTH CARE DISTRICT

Dated: 10/25/2023

Contractor

3 Day Blinds LLC

By: *Scott Mendez*

Name: Scott Mendez, Senior Vice President
Sales

Dated: 10/25/2023

I have received, reviewed and understand the Contract (including notices of cancellation in duplicate), the Order, Limited Lifetime Warranty, and Product Information. By signing above, I ANDREA HAYLES DESERT HEALTH CARE DISTRICT am agreeing to all of their terms as well as those set forth above.

Limited Lifetime Warranty

Customer Name: ANDREA HAYLES DESERT HEALTH CARE
DISTRICT

Order Number:
1509444

3 Day Blinds proudly extends the following warranties on 3 Day Blinds branded products and services provided by 3 Day Blinds to the original buyer, with proof of purchase.

- **What is covered:**
 - Operating mechanisms (other than motors and remote controls) and components are covered for the lifetime of the product.
 - Cords and ladders are covered for seven years. After seven years, a nominal fee applies for repair, or customer can order replacement parts for a small packaging and handling fee.
 - Fabrics, motors and remote controls are covered for five years.
 - Shutter components and workmanship are covered for the lifetime of the product.
 - Reserve[®] Shutter finishes are warrantied for life.
- **What is not covered:**
 - Normal wear and tear. Examples of wear and tear include (but are not limited to) fraying, stains, pet damage, exposure to the elements (including heat, sun, wind, water or moisture), and/or material discoloration or fading over time.
 - Product failure due to improper installation (unless installation services were provided by 3 Day Blinds) or operation, alteration by anyone other than a 3 Day Blinds representative, abuse, misuse, damage from pets or insects.
 - Normal variations in color grain or texture of natural products, slight warping of wood products, and natural color changes to materials that take place over time.
 - Products that exceed size recommendations or are otherwise made outside 3 Day Blinds' specifications.
 - Reserve Plus[®] Shutters and Arborvue[®] Shutters finishes are warrantied for 3 years.
- **Please note the following:**
 - **Resolution of Warranty Issues:** If it is determined that warranty service is required, it will be determined at the **sole discretion of a 3 Day Blinds representative** whether the product will be repaired or replaced.
 - **Matching Products:** In the event that there are multiple products in the same room, only the defective product will be repaired or replaced. Every effort will be made to match the original specifications. If this is not possible, we will match the product as closely as possible.
 - **Third-Party Branded Products:** Third-party branded products (includes any products not branded with a 3 Day Blinds trademark) are subject to the warranties of the third-party manufacturer which are included with such product, if any.

- **Damage:** Any damage to the product visible upon delivery or installation must be reported to 3 Day Blinds within 30 days, or this warranty will not apply.

Professional Installation Warranty:

If professional installation services are purchased along with the product, 3 Day Blinds offers a warranty that such installation services will be free from defective installation. This installation warranty extends to the original buyer, with proof of purchase, for up to one year after the completion of the installation.

Additionally, if installation services are purchased, we will come to the location where the products were installed and attempt to perform any necessary repair service covered under this warranty at no additional charge for one year from date of purchase. If it is necessary to remove the product from the installation location in order to complete the repairs, 3 Day Blinds will re-install the product free of charge.

Disclaimer and Limitation of Liability:

There are no warranties that extend beyond this express written warranty, except the implied warranties of merchantability and fitness for a particular purpose. Under no circumstances shall 3 Day Blinds be liable for lost profits, or other indirect, incidental, consequential, special or exemplary damages. Some states do not allow the exclusion or limitation of incidental damages, so the above limitations or exclusions may not apply to everyone. This warranty gives specific legal rights including other rights which vary from state to state.

Warranty Procedures: For warranty service, call (800) 800-3329 and have the order number.

Product Disclaimers and Information

Customer Name: ANDREA HAYLES DESERT HEALTH CARE
DISTRICT

Order Number:
1509444

- All delivery dates listed in the Contract are only estimates, and are subject to change without notice. Delivery dates may occasionally be impacted by weather, natural disasters, world events, unexpected material back orders or other unanticipated events. In the case of products manufactured by other companies, such deliveries may also be subject to the production schedule of the outside manufacturer.
- Installation of cordless window treatments is recommended where young children or pets may be present. In all circumstances, window treatment pull cords should always be secured by a tension pulley attached to the wall, or wrapped around a cord cleat. For more information, visit windowcoverings.org.
- Outside mounted treatments will allow some light to leak out around the outer edges of the treatment creating a "halo" affect.
- When raised, most blinds and shades will create a "stack", which may partially obstruct the view.

I have reviewed, understand, and consent to all of the foregoing product disclaimers and information.

Signed By Buyer:

Notice Of Cancellation

Customer Name: ANDREA HAYLES DESERT HEALTH CARE
DISTRICT

Order Number:
1509444

10/25/2023

(Date of Transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

3 Day Blinds LLC
167 Technology Drive
Irvine, CA 92618
(800) 800-3329

OR

EMAIL: PreinstallSupport@3day.com

OR

FAX: (949) 271-6537

Not later than midnight of: 10/30/2023

I hereby cancel this transaction.

Date: _____

Buyer's Signature: _____

Notice Of Cancellation

Customer Name: ANDREA HAYLES DESERT HEALTH CARE
DISTRICT

Order Number:
1509444

10/25/2023

(Date of Transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

3 Day Blinds LLC
167 Technology Drive
Irvine, CA 92618
(800) 800-3329

OR

EMAIL: PreinstallSupport@3day.com

OR

FAX: (949) 271-6537

Not later than midnight of: 10/30/2023

I hereby cancel this transaction.

Date: _____

Buyer's Signature: _____



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: November 15, 2023
To: Finance & Administration Committee
Subject: Consulting Services Proposal for Veralon Healthcare Management Advisors to continue the interim Strategic Planning work with the Board of Directors and Staff - NTE \$5,000

Staff Recommendation: Consideration to approve a Consulting Services Proposal for Veralon Healthcare Management Advisors to continue the interim Strategic Planning work with the Board of Directors and Staff - NTE \$5,000

Background:

- The District developed a 5-year strategic plan in 2021.
- Board and staff have been working over the past two years to focus grant funding and projects on the goals and strategic priorities of the strategic plan.
- Staff has recently developed a platform for Results Based Accountability (RBA) to define measurable outcomes for the grants. Time is necessary to provide results.
- The District's Strategic Planning Committee requested a retreat to discuss progress and any potential desired changes by the Board.
- Verolon was engaged by the Board of Directors in July 2023 to facilitate this retreat.
- A planning session was held November 4, 2023, which incorporated extensive and valuable discussion. However, more time/work was requested by the Board.
- Staff has been working with Mr. Mark Dubow to develop a second planning session, which will be held Thursday, November 16, 2023.
- To facilitate this additional work at the request of the Board, the Interim CEO executed an agreement not to exceed \$5,000 to complete this additional work.
- Staff recommends approval of the Consulting Services Proposal.

Fiscal Impact:
NTE \$5,000



November 6, 2023

Via email
cchristensen@dhcd.org

Mr. Chris Christensen
Chief Administration Officer
Desert Healthcare District & Foundation
1140 N. Indian Canyon Drive
Palm Springs, CA 92262

Dear Mr. Christensen:

During the strategic planning retreat held on November 4, 2023 the members of the Board of Directors (the "Board") of Desert Healthcare District & Foundation ("DHCD/F") made a decision to continue the discussion during a second working session. It was acknowledged that that session would be incremental to the prior agreement with Veralon for a single half-day retreat. Additionally, the objective of the second retreat session was described as determining the direction to be given by the Board to management specific to the priorities for fund allocation and the process for evaluating grant requests and proposals submitted by community organizations.

In conjunction with this, the DHCD/F management team has requested the assistance of Mark Dubow of Veralon to facilitate a half-day work session in December. Specifically, he has been asked to complete the following tasks:

- Design and facilitate the December retreat (a single half-day meeting); and
- Prepare a written summary of the conclusions reached during the retreat.

APPROACH AND SCOPE OF SERVICES

In connection with the strategic planning retreat, Veralon would apply the following steps to meet DHCD/F's objective:

- Summarize the conclusions identified during the November 4 meeting to be used in setting the context for the discussion to be held during the second session;
- Develop an agenda for the December retreat highlighting key topics to be addressed and the potential use of a prioritization exercise. Review the agenda with DHCD/F's leadership team and refine it as appropriate;
- Develop retreat materials (as appropriate);
- Facilitate a single half-day retreat work session that would include:
 - Presentation on the conclusions from the November 4 session and topics to be addressed during the second meeting;
 - Discussion specific to:

Chris Christensen
November 6, 2023
Page 2

- Whether grant funding would be tied solely to “high” priority strategies or primarily to those items with some funds held for “moderate” or “lower” priority items and/or unanticipated crises;
 - Whether funding would be based on a rolling process when requests and/or proposals in response to RFPs are received, or “batched” and undergo a comparative evaluation;
 - Enhancements to the process for reviewing grant requests and proposals;
 - Types of metrics to be assigned to the strategies to clarify the specific outcome sought and to enable progress tracking (Note, subsequent to the retreat DHCD/F management will work with the Board to establish specific values for each metric as well as the timeframe for meeting those outcomes); and
 - Other topics identified during the meeting.
- Following the retreat, we will prepare a written summary of the conclusions reached during the meeting. It will be the responsibility of DHCD/F’s leadership team to review, refine and finalize those components, and update the strategic plan document including the addition of metrics and a timeline for completing implementation.

As advisors to healthcare management teams and Boards, Veralon consultants have adopted the following principles as our philosophy and approach specific to facilitation. In this context the role of the facilitator is to:

- Work with representatives of the management team/Board in advance of the meeting to confirm the objectives for the session and identify the specific agenda items;
- Through introductory comments at the beginning of the event, set a context for discussion and an atmosphere that invites participation, collaboration, and synergy;
- Manage the timely progression of presentations and other agenda items;
- As the meeting progresses, encourage attendees to raise questions and offer observations and suggestions. Periodically, ask questions to assess the extent to which the attendees are in agreement with each other or have consensus on an issue;
- Recognize when valuable ideas contributed by attendees are outside the focus of the meeting, capture them on a “Parking Lot Board” for later discussion, and redirect the conversation to the principal agenda items; and
- At the end of the session, ensure that the agenda was completed, attendees’ ideas and issues have been addressed, and that there are defined “next steps”.

Although the facilitator should contribute ideas, he/she should not use the meeting as a platform to convey personal perspectives.

ENGAGEMENT DELIVERABLES

The deliverables for this engagement will be:

- Execution of the second strategy retreat, including: the agenda, relevant preparation, and facilitation of the meeting, and

Chris Christensen
November 6, 2023
Page 3

- A written summary of the conclusions reached during the meeting as described in the *Approach and Scope of Services* section of this document.

ENGAGEMENT TIMELINE

The retreat is expected to be scheduled for one half-day on a Saturday during December.

CLIENT RESPONSIBILITIES

To assist Veralon in the completion of this engagement, DHCD/F agrees to assume the following responsibilities:

- Designate members of DHCD/F's senior management team to serve as project liaison representatives to Veralon for this engagement;
- Conduct a single call with Mr. Dubow to discuss the agenda for the second retreat; and
- Make all logistical and financial arrangements for the retreat (e.g., secure a site, food and refreshments, audiovisual, communication with DHCD/F's members specific to the retreat, notice to the community of a meeting of the Board and transition of the meeting to a closed Executive Session to discuss trade secrets, and reproduction of any materials to be shared with attendees).

ENGAGEMENT TEAM

The quality of a consulting engagement is directly related to the skills and expertise of the consultants performing the individual tasks. As such, we have assembled a senior team with significant experience which is as follows:

- **Mark Dubow, MSPH, MBA, Director**

Mark is a national expert in strategy and innovation, with more than 40 years of consulting experience with health systems, hospitals, academic medical centers, health plans, and physician organizations. In addition to strategy, he focuses on alliances and alignment, enhancing the effectiveness of clinical service lines, and ambulatory and post-acute care development. Throughout his career, Mark has assisted numerous healthcare organizations with the design and facilitation of strategy retreats.

Mark assisted DHCD/F with preparation of the current strategic plan including design and co-facilitation of two retreat working sessions in 2021 as well as the November 4, 2023 strategy retreat.

Mark is a frequent speaker for regional and national healthcare organizations. He has taught courses for the American College of Healthcare Executives since 1999, including the most recent, "Hospitals and Health Systems of the Future: Transforming to Thrive". He has published in books and authored more than 40 articles.

Mark will be assisted by Veralon associates and/or analysts as necessary.

Chris Christensen
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FEES AND BILLING

Professional fees will be based on the time required to perform the engagement tasks and our standard hourly rates, which are increased annually on January 1st. Our current standard hourly rates are as follows:

Current Hourly Rates	
Professional/Category	2023 Hourly Rate
Mark Dubow, Director	\$680
Principal	\$515
Manager	\$420
Senior Associate	\$380
Associate	\$325
Analyst	\$225

Based on the above scope of services, professional fees will not exceed \$5,000 for preparation for and facilitation of the December strategic planning retreat and assembling a written set of conclusions.

Our fee estimate is based on our experience on similar engagements and the specific customized Approach and Scope of Services described above. From time to time, we encounter issues which require significantly more time than we had expected, including:

- Challenges accessing data or converting available data into usable information;
- Unanticipated issues that require additional attention to ensure a positive outcome; and
- Additional meetings to ensure effective communication and stakeholder buy-in.

We seek to flexibly address additional questions or engagement issues within our estimated fees. We will inform you if tasks are requiring more effort than was anticipated so we can discuss with you the relative value of the additional work and mutually agree on any adjustments to scope and estimated fees.

All expenses incurred in connection with all engagements are billed at cost, in addition to professional fees. These include the following: travel, lodging, meals, telephone, data input, published data costs, any fees for equipment appraiser subcontractors, and report preparation, reproduction, and delivery.

We will bill monthly based on the actual time incurred. Expenses will be added to professional fee invoices. All invoices for our services are due and payable upon receipt.

Upon engagement acceptance, client will indicate any particular invoicing requirements necessary to process payment in a timely manner (i.e., P.O. number, etc.). Client will also specify invoice recipient and any additional parties invoices should be sent to.

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Additional terms and conditions are included as Exhibit 1.

ENGAGEMENT ACCEPTANCE

If you have any questions about what we have proposed, please call us at 877-676-3600. We can work with you to modify or refine our proposed approach to most appropriately meet your objectives. We look forward to working with DHCD/F on this important effort. If this proposal is acceptable as written, you may authorize the engagement by completing the signature block that follows and returning/emailing a signed copy to Dana Wander (dwander@veralon.com).

Sincerely,



Mark Dubow
Director

APPROVED FOR:

Desert Healthcare District & Foundation


Name:	<div style="border: 1px solid black; border-radius: 5px; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>39F0A9FE3AB9410...</small> </div>
	Chris Christensen
Title:	Interim CEO
Date:	11/9/2023

Exhibit 1: Terms and Conditions



TERMS AND CONDITIONS

1. This agreement, together with these Terms and Conditions, form the entire agreement between Veralon and the addressee of this agreement ("you", "your" or "client").
2. This agreement will become effective, and our work on this engagement will commence, upon receipt of a signed agreement from you and payment of any requested engagement retainer or initial installment.
3. You will need to provide us requested data and other information in a timely fashion and in the format we request for us to perform our work in accordance with the timetable we have set forth. You will also need to provide necessary logistical support.
4. If the engagement scope of work or timetable changes, or if we encounter unforeseen circumstances in performing our engagement tasks, we will advise you of such changes or circumstances and any impact on our professional fees, and obtain your written authorization for additional fees and to proceed with the engagement. If you decide not to proceed with the engagement after Veralon advises you of such changes or circumstances, Veralon will provide you with an invoice for all professional fees and expenses incurred to date, the balance of which shall be payable by you upon receipt.
5. The strategies and actions we recommend and prospective estimates we generate will be based on certain assumptions with respect to future events. Some of these assumptions may concern actions we will expect you to take. Others will concern events beyond the control of either party. Consequently, while any prospective estimates will be reasonable, based on the information we gather and the assumptions referenced, we do not guarantee any particular outcome or result.
6. Each party will protect the Proprietary Information of the other party. "Proprietary Information" means non-public information of competitive or commercial value to the discloser, which has been designated by the discloser as confidential, or which a reasonable person would recognize as confidential or proprietary in nature. Proprietary Information will be used only for the purposes of this engagement and will be disclosed only on a need to know basis or as required by law.
7. Should either party elect to terminate this agreement before conclusion of the engagement, you will pay Veralon all professional fees and expenses incurred up to the date of termination.
8. Payment for our services will be due upon receipt of our monthly invoice. If payment is not received within 60 days, (i) work on the engagement may be temporarily suspended until all amounts due are paid, and (ii) Veralon may charge interest at the rate of 12% per annum on any such unpaid amounts, plus any reasonable collection costs incurred. We reserve the right to withhold delivery of the final report pending receipt of overdue payments.
 - a. Veralon will provide interim and draft deliverables throughout the engagement. At the conclusion of the engagement, Veralon will provide you with a final draft deliverable, and you will have 15 days to review it and provide comments, so that the final deliverable may be issued to you. After this 15-day period, Veralon will consider the engagement to be complete and payment of our final invoice may not be withheld.
9. As a subcontractor that may be subject to Section 1861 (v) (1) (I) of the Social Security Act, we shall, upon written request, make available as appropriate to the Comptroller General, the Secretary of Health and Human Services, and their duly authorized representatives, a copy of this agreement and access to our books, documents, and records necessary to verify the nature and extent of the costs of services provided hereunder. Such access will be available until the expiration of four years after the services to which the costs relate have been furnished.
10. Any proposed estimate of fees prepared in connection with this agreement will remain valid for a period of 90 days, subject to the terms of this agreement. After such period, you may request that Veralon propose a new estimate, which shall be the valid estimate, subject to the terms of this agreement.

