



**DESERT HEALTHCARE FOUNDATION
PROGRAM COMMITTEE
Program Committee Meeting
September 10, 2019
12:00 P.M.**

Or Immediately Following the Program Committee Desert Healthcare District Meeting

University of Riverside Palm Desert Campus
Building A – Graduate Club – Room A129
75080 Frank Sinatra Drive
Palm Desert, CA 92211

This meeting is handicapped-accessible

Chair Rogers – 13722 Washougal River Road, Washougal, WA 98671– Telephonic

Page(s)	AGENDA	Item Type
	I. Call to Order – Director Carole Rogers, RN Committee Chairperson	
1	II. Approval of Agenda	Action
	III. Public Comments At this time, comments from the audience may be made on items <u>not</u> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. The 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.	
2-31	IV. New Business 1. Consideration to approve Grant #1025 – Ready Set Swim (RSS) Grant to the Desert Healthcare Foundation - \$200,000	Action
	V. Adjournment	



Date: September 10, 2019

To: Program Committee

Subject: Grant # 1025 Desert Healthcare Foundation

Grant Request: Ready, Set, Swim 2019/2020

Amount Requested: \$200,000

Project Period: 9/1/2019 to 8/31/2020

Project Description and Use of District Funds:

Background:

- The Ready, Set, Swim (RSS) program, since its inception in the 2014/2015 school year, has established itself as a model, award-winning program that combines physical activity and nutrition education. The program has taught well over 3,000 Palm Springs Unified School District third-grade students how to swim and about nutrition.
- The program was previously funded by the collective fund established by funds from the Palm Springs Mayor's Race and the Desert Healthcare District totaling approximately \$500,000. Approximately \$65,000 remains unexpended.
- At the April 23 Board of Directors meeting, the Board directed staff to develop a program and budget to expand the swim program across the entire expanded District for FY 2019-2020. The preliminary estimated cost of the program was \$300,000-\$400,000.
- Staff has worked diligently to work with its partners, Desert Recreation District and Boys and Girls Club of Palm Springs, to create the program.
- The Desert Recreation District's proposed program budget includes the expansion of the program into the Coachella Valley Unified School District (10) and Desert Sands Unified School District schools (14), along with the continuation of the program in the Palm Springs Unified School District (14).
- The Boys and Girls Club of Palm Springs' budget includes increased staffing to support all program activities, along with increased fees associated to the pool facility.
- The DHCD's internal budget includes staffing along with key programmatic supplies and the pool facility rental fees.
- Since \$65,000 remains from the prior funds, the District will need to provide grant funding to the Foundation for approximately \$200,000
- The Board of Directors at the July 25th Board meeting, approved the annual budget. A formal grant request will be brought to Program Committee in September.



Fiscal Impact:

Desert Healthcare District Internal Budget:	\$ 67,788
Boys and Girls Club of Palm Springs Budget:	\$ 37,310
Desert Recreation District Budget:	\$160,725

Combined Total Program Budget: **\$265,823**

\$65,000 from remaining unexpended funds

\$200,000 from a new grant from the Desert Healthcare District

Action by Program Committee: (Please select one)

- Full recommendation and forward to the Board for consideration with the committee's recommendation that a grant amount of \$200,000 be approved
- Recommendation with modifications
- Deny



**DESERT HEALTHCARE
DISTRICT & FOUNDATION**

DESERT HEALTHCARE DISTRICT GRANT AGREEMENT

This agreement is entered into by the Desert Healthcare District (“DISTRICT”), a California health care district organized and operating pursuant to Health and Safety Code section 32000 et seq., and Desert Healthcare Foundation (“RECIPIENT”) and is effective upon execution by both parties.

1. **Grant**

Purpose and Use of Grant: Ready, Set, Swim 2019/2020

Amount: \$200,000.00

2. **Term of Agreement**

The term of this agreement is from September 1, 2019 through August 31, 2020, subject, however, to earlier termination as provided in this agreement.

3. **Legal Responsibility/Liability**

In authorizing execution of this agreement, the governing body of RECIPIENT accepts legal responsibility to ensure that the funds provided by DISTRICT are allocated solely for the purpose for which the grant was intended. RECIPIENT agrees to be knowledgeable of the requirements of this agreement and to be responsible for compliance with its terms. In no event shall DISTRICT be legally responsible or liable for RECIPIENT’s performance or failure to perform under the terms of the grant or this agreement.

RECIPIENT agrees that DISTRICT may review, audit, and/or inspect DISTRICT-funded program operated by RECIPIENT under this agreement for compliance with the terms of this agreement.

4. **Reduction/Reimbursement of Awarded Funds**

DISTRICT may reduce, suspend, or terminate the payment or amount of the grant if the District determines in its sole discretion that RECIPIENT is not using the grant for the intended purposes or meeting the objectives of the grant. RECIPIENT hereby expressly waives any and all claims against DISTRICT for

DISTRICT _____ RECIPIENT _____

damages that may arise from the termination, suspension, or reduction of the grant funds provided by DISTRICT.

RECIPIENT further agrees to reimburse any funds received from DISTRICT, where the DISTRICT determines that grant funds have not been utilized by RECIPIENT for their intended purpose.

5. **Other Funding Sources**

If requested by DISTRICT, RECIPIENT shall make information available regarding other funding sources or collaborating agencies for the programs or services provided by RECIPIENT.

6. **Attribution Policy**

RECIPIENT agrees to comply with the DISTRICT'S attribution policy, which is attached to this agreement as Exhibit "A."

7. **Payment Schedule**

Unless RECIPIENT and DISTRICT agree upon alternative arrangements, grant funds shall be allocated and paid according to the schedule and requirements described on Exhibit "B." In the event RECIPIENT fails to provide report(s) and/or appropriate supporting documentation in a timely manner, RECIPIENT may be subject to a delay or discontinuance of funding, at DISTRICT'S sole discretion.

8. **Program Budget**

RECIPIENT shall also submit, prior to the DISTRICT entering into this agreement, a program budget, which shall be subject to review and approval of DISTRICT. A copy of RECIPIENT'S program budget shall be attached to this agreement as Exhibit "C."

9. **Scope of Services/Recipient Activities**

Prior to the DISTRICT entering into this agreement, RECIPIENT shall include in its application, subject to review and approval by the DISTRICT, details of the RECIPIENT'S scope of service(s), activities or program(s) proposed for funding.

10. **Evaluation/Outcomes Reporting**

Prior to the District entering into this agreement, RECIPIENT shall include in its application, subject to review and approval of the DISTRICT, details of its plan for evaluation and reporting.

DISTRICT _____ RECIPIENT _____

RECIPIENT shall cooperate in efforts undertaken by DISTRICT to evaluate RECIPIENT'S effectiveness and use of the grant funds. RECIPIENT shall participate in and comply with all on-site evaluation and grant monitoring procedures including interviews with RECIPIENT'S staff by DISTRICT. RECIPIENT, at the request of the DISTRICT, shall also provide progress reports to DISTRICT according to the schedule contained on Exhibit "B" in a format to be provided by DISTRICT.

11. **Use of Subcontractors**

RECIPIENT may not subcontract any portion of the duties and obligations required by this agreement without the written consent of the DISTRICT. A copy of the proposed subcontract between RECIPIENT and the subcontractor shall be provided to DISTRICT for review. In the event DISTRICT consents to subcontract, the subcontractor shall be required to execute an agreement assuming all rights and obligations of this agreement, including the DISTRICT'S right to inspect the subcontractor's books and records and the right to monitor and evaluate the effectiveness of the use of the grant funds. Notwithstanding the forgoing, RECIPIENT shall remain primarily responsible for compliance with all terms and conditions of this agreement.

12. **Use of Funds**

The funds received pursuant to this agreement may not be used by RECIPIENT for general operating expenses or any other programs or services provided by RECIPIENT without the written consent of DISTRICT.

Upon request, RECIPIENT shall make available for the DISTRICT and members of the public, a detailed description of the program(s) and/or service(s) funded by DISTRICT. This program description may be a separate document or may be incorporated into the overall program materials developed by the RECIPIENT.

13. **Prevailing Wages**

If the funds received are used to pay for any portion of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws (Labor Code sections 1720 et seq. and 1770 et seq.), and if the project cost is \$1,000 or more, RECIPIENT agrees to fully comply with such Prevailing Wage Laws, if applicable. RECIPIENT shall require any contractor or subcontractor performing work on an applicable "public works" or "maintenance" project to fully comply with all Prevailing Wage Laws, including but not limited to the payment of prevailing wages, registration with DIR, and maintenance of certified payroll records."

DISTRICT _____ RECIPIENT _____

14. **Independent Contractor Status**

The relationship between DISTRICT and RECIPIENT, and the agents, employees, and subcontractors of RECIPIENT in the performance of this agreement, shall be one of independent contractors, and no agent, employee, or subcontractor of RECIPIENT shall be deemed to be an officer, employee, or agent of DISTRICT.

15. **Use of Funds for Lobbying or Political Purposes**

RECIPIENT is prohibited from using funds provided by DISTRICT herein for any political campaign or to support attempts to influence legislation by any governmental body.

16. **Compliance with Applicable Law and Regulations**

RECIPIENT shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws, occupational and general safety laws, and licensing laws. All licenses, permits, notices, and certificates as are required to be maintained by RECIPIENT shall be in effect throughout the term of this agreement.

Where medical records, and/or client records are generated under this agreement, RECIPIENT shall safeguard the confidentiality of the records in accordance with all state and federal laws, including the provisions of the Health Insurance Accountability and Portability Act of 1996 (HIPAA), and the laws and regulations promulgated subsequent thereto.

RECIPIENT shall notify DISTRICT in writing within 5 (five) days if any required licenses or permits are canceled, suspended, or otherwise terminated, or if RECIPIENT becomes a party to any litigation or investigation by a regulatory agency that may interfere with the ability of RECIPIENT to perform its duties under this agreement.

17. **Changes or Modifications to the Use of DISTRICT Grant Funds**

RECIPIENT shall submit to DISTRICT, in writing, any requests for proposed changes in the use of DISTRICT grant funds. DISTRICT must receive such requests at least thirty (30) days prior to the date the proposed changes are to be implemented and the proposed changes shall be subject to DISTRICT Board approval.

Notwithstanding the foregoing, requests for transfers between budget categories or line items less than ten percent (10%) of the total grant amount that do not change the total grant amount or generate additional line items may be directed to the DISTRICT's Program Department for consideration.

DISTRICT _____ RECIPIENT _____

18. **No-Cost Grant Extensions**

Any request by the RECIPIENT to extend a grant's project period without additional funding from the DISTRICT will be processed pursuant to the DISTRICT's No-Cost Grant Extension Policy. Any no-cost grant extension request shall be subject to DISTRICT Board approval.

19. **Conflict of Interest/Self Dealing**

RECIPIENT and RECIPIENT'S officers and employees shall not have a financial interest or acquire any financial interest, direct or indirect, in any business entity or source of income that could be financially affected by, or otherwise conflict in any manner or degree with, the performance of programs or services required under this agreement.

20. **Indemnity and Hold Harmless**

RECIPIENT agrees to indemnify, defend, and hold harmless DISTRICT and its officers, agents, employees, volunteers, and servants from any and all claims and losses accruing or resulting to any and all employees, contractors, subcontractors, laborers, volunteers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses of any kind accruing or resulting to any person, firm, or corporation arising out of, or in any way connected with or as a result of, the performance or execution of this agreement, the consummation of the transactions contemplated hereby, or in the expenditure of grant funds provided by DISTRICT.

21. **Fiscal/Accounting Principles**

RECIPIENT shall maintain an accounting system that accurately reflects and documents all fiscal transactions for which grant funds are used. The accounting system must conform to generally accepted accounting principles and upon request, DISTRICT shall have the right to review, inspect and copy all books and records related to the accounting system.

22. **Documentation of Revenues and Expenses**

RECIPIENT shall maintain full and complete documentation of all revenue and expenses (including subcontracted, overhead, and indirect expenses) associated with use of the grant funds covered by this agreement. During the term of this agreement and thereafter, DISTRICT or its authorized representative(s) shall have the right to review all RECIPIENT financial records including records related to the use or disbursement of the grant funds, upon request by DISTRICT.

DISTRICT _____ RECIPIENT _____

DISTRICT shall also have the right to audit, if necessary, RECIPIENT'S use of grant funds and any and all programs or services that were provided through the use of the DISTRICT funds. In the event of an audit or financial review, RECIPIENT agrees to provide DISTRICT access to all of RECIPIENT'S books and records.

23. **Records Retention**

All records of RECIPIENT pertaining to the use of grant funds shall be maintained at RECIPIENT'S main local office for at least five (5) years following the year in which grant funds were first provided by DISTRICT.

24. **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of California.

25. **Assignment or Transfer**

RECIPIENT may not assign or transfer any interest in this agreement or entitlement to grant funds without the written consent of District.

26. **Entire Agreement, Amendment**

This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

27. **Notices**

Any notice required or permitted pursuant to this agreement may be given by a party to the other party at the address set forth in the signature block of this agreement. Either party may change its address for purposes of notice by complying with the requirements of this section.

28. **Signatories**

The persons executing this agreement on behalf of the RECIPIENT have been designated by the governing body or fiscal agent of the RECIPIENT as the official signatories of this agreement and all related documents. At least one of these persons is a member of the RECIPIENT'S governing board, and both persons have the authority to execute this agreement on behalf of RECIPIENT.

DISTRICT _____ RECIPIENT _____

RECIPIENT:
Desert Healthcare Foundation
1140 N. Indian Canyon
Palm Springs, CA 92262

Name: President/Chair of RECIPIENT
Governing Body

Name: Executive Director/CEO

PLEASE PRINT

PLEASE PRINT

SIGNATURE

SIGNATURE

DATE

DATE

DISTRICT _____ RECIPIENT _____

Authorized Signatory for Desert Healthcare District:

Name: Conrado Bárzaga, MD

Title: Chief Executive Officer

SIGNATURE

DATE

Desert Healthcare District
1140 N. Indian Canyon Dr.
Palm Springs, CA 92262

DISTRICT _____ RECIPIENT _____

EXHIBIT A

DESERT HEALTHCARE DISTRICT ATTRIBUTION POLICY

1. **Attribution Wording**

Attribution for District-funded programs shall be as follows:

“Made possible by funding from Desert Healthcare District” / “Echo posible por medio de fondos de Desert Healthcare District” or “Funded by Desert Healthcare District” / “Fondado por Desert Healthcare District”

2. **Educational Materials**

Educational materials are items such as brochures, workbooks, posters, videos, curricula, or games. Materials (in print or electronic formats) produced and distributed for Desert Healthcare District-funded programs shall include the approved wording.

3. **Promotional Materials**

District attribution shall be included on promotional items such as flyers, banners and other types of signage. However, acknowledgement may be omitted when space limitation is an issue (e.g., buttons, pencils, pens, etc.)

4. **Media Materials and Activities**

Attribution to the District shall be included in any information distributed to the media for the purpose of publicizing a District-funded program. This information may include news releases and advisories, public service announcements (PSAs), television and radio advertisements, and calendar/event listings.

Media and publicity activities, such as news conferences, story pitching, press interviews, editorial board meetings and promotional events shall include reference to the District's program support. As a courtesy, the District would appreciate notification of these activities at least two (2) weeks in advance, whenever possible. Please send to the District copies of any press coverage of District-funded programs.

5. **Logo Usage**

Use of the Desert Healthcare District logo is permitted and encouraged. Logos can be provided in print and electronic formats. Logos will be provided by DISTRICT upon initial grant funding and at RECIPIENT's request thereafter. Graphic standards for logos shall be adhered to as provided by DISTRICT. Requests for logo should be directed to the Program Department of Desert Healthcare District.

6. **Photograph Consent**

RECIPIENT shall permit photographs of District-funded program to be taken by District-designated photographer at District expense, and consents to usage of such photographs on District Web site and other materials designed to inform and educate the public about District.

DISTRICT _____ RECIPIENT _____

EXHIBIT B

PAYMENT SCHEDULE, REQUIREMENTS & DELIVERABLES

<u>Project Title</u>	<u>Start/End</u>
Ready, Set, Swim 2019/2020	9/01/2019 8/31/2020

PAYMENTS:

(1) Payments: \$200,000.00

Total request amount: \$200,000.00

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Grant Requirements for Payment	Payment
09/01/2019	Signed Agreement submitted & accepted	Advance of \$200,000.00 for time period 09/01/2019 - 08/31/2020

TOTAL GRANT AMOUNT: \$200,000.00

DISTRICT _____ RECIPIENT _____

EXHIBIT C

PROGRAM BUDGET ATTACHED AS SUPPLEMENTAL PAGE(S)

DISTRICT _____ RECIPIENT _____

**Desert Healthcare District
Ready, Set, Swim 2019/2020 Program Budget**

Desert Healthcare District Ready, Set, Swim Budget: 2019/2020			
		Salary Allocation	
			FTE
Expense Categories		Vanessa's Salary:	57,000 0.25
		Alejandro's Salary:	101,843 0.05
		Stephen's Salary:	66,040 0.02
Salary Allocation	27,688	Benefit O/H:	34%
Mileage	7,000	Total:	\$ 27,688
Supplies	7,500		
Snacks/Towels/Pool Supplies/Misc	7,000		
Pool Rental Fees	13,000		
Insurance	600		
Promotional/Marketing	5,000		
Total Estimated Costs		\$ 67,788	
		Mileage	
		IRS Reimb Rate:	0.58 per mile
		Est. # of miles/mo.	1,341
		Teaching months:	9
		Total:	\$ 7,000
		Supplies	
		Ex: ink, paper, pens, folders, paper, clipboards, etc.	
		Total:	\$ 7,500
		Snacks/Towels/Pool Supplies/Misc	
		Ex. Cuties, apples, cheese, pool toys, kickboards, misc pool supplies	
		Snacks	\$ 5,000
		Pool Supplies	\$ 2,000
		Total:	\$ 7,000
		Pool Rental Fees	
		Palm Springs & DHS	\$ 13,000
		Insurance	
		Borrego & Palm Springs	\$ 600
		Promotional/Marketing	
		Polos, Facebook ads	\$ 5,000

**Boys and Girls Club of Palm Springs
Ready, Set, Swim 2019/2020 Program Budget**

Boys and Girls Club of Palm Springs Ready, Set, Swim Budget: 2019/2020			
This budget is based off the the membership fees as DHD desired but with the additional staffing needs of the Club.			
MEMBERSHIP			
Palm Springs Membership 6 months			
# youth	# schools	\$ per membership	Total
48	4	15	3000
Cathedral City Membership 1 month			
# youth	# schools	\$ per membership	Total
48	5	5	1200
MEMBERSHIP			\$ 4,200.00
STAFFING COST *			
Number of Staff	Estimated # of Hours	\$ per hour	Total
3	286	20	\$ 17,160.00
Additional hiring expense would be \$20 per background check, \$60 per drug screening and onboarding process per new employee. **			
STAFFING TOTAL			\$ 17,160.00
FACILITY RENTAL FEE			
	# of days	\$ per day	Total
	72	125	\$ 9,000.00
Shocking of the swimming pool - \$100 per time			\$ 500.00
Towels & Laundry Soap (50 towels @ \$7 = \$350 Laundry Soap \$100)			\$ 450.00
Gas Bill (this is for 5 months of the program to offset the expense)			\$ 6,000.00
Total			\$ 37,310.00
* Based off of National BGCA guidelines for staff to child ratio			
** All inclusive of this expense			

	Palm Springs Schools	Cathedral City Schools	Desert Hot Springs Schools	Totals	Hourly Rate	Expense Total
Number of Schools	4	5	5	14		
Activity Days (8 per school)	32	40	40	112		
1- Aquatic Specialist (3hrs/day)	117	117	120	354	27.23	\$ 9,639.42
1- Pool Manager (4hrs/day)	225	226.25	237.5	688.8	21.5	\$ 14,808.13
2-Recreation Leader for DHS	0	0	400	400	16.37	\$ 6,548.00
4- Lifeguards/Swim Instructors (4hrs/day)	798	798	840	2436	20	\$ 48,720.00
Staffing Total \$ 79,715.55						
30% Benefits \$ 23,914.66						
Sub Total \$ 103,630.21						
Staff Uniforms \$ 667.18						
Cell Phone \$ 240.00						
Mileage \$ 2,800.00						
Materials & Supplies \$ 250.00						
Lifeguard Course \$ 1,500.00						
Program Exp Sub Total \$ 5,457.18						
30% Indirect Cost \$ 1,637.15						
Sub Total \$ 7,094.33						
500 CVUSD Scholarships \$ 25,000.00						
500 DSUSD Scholarships \$ 25,000.00						
Sub Total \$ 50,000.00						
Total \$ 160,724.54						

<p>Program Logistics</p> <p>1. Classes not to exceed 48 students to support our 1/6 staff to student ratio.</p> <p>2. One swim crew that will perform the program in the fall through early spring in PS. and the later part of the school year will be in DHS</p> <p>* This will help with staffing challenges (DRD) and weather conditions.</p> <p>3. The hours have been based on swim schedule and PSUSD calendar, hourly rate has been updated.</p> <p>a. This includes 1 hour transportation in total per person each day -</p> <p>b. This included the 30 min buffer both before and after class as per this years program.</p> <p>4. Projected start date will be Monday September 09, 2019 and will go to the end of May.</p> <p>5. RHUS will still perform the nutrition classes in Palm Springs and our team will do 4 nutrition classes in DHS. (DRD extra staff included above)</p> <p>6. 1000 scholarships for swim lessons will be issued to third grade students enrolled at CVUSD & DSUSD . Student will be able to select</p>

Facilities Fees will be paid directly via the DHCD.
Boys and Girls club Fees will be paid by DHCD

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into by **DESERT HEALTHCARE FOUNDATION**, a California healthcare district organized and operating pursuant to Health & Safety Code section 3200 et seq. (the "Agency") and **DESERT RECREATION DISTRICT** ("Contractor")

RECITALS

- A. The Agency is engaged in the business of providing funding for programs/projects that advance health and wellness to District/Foundation residents.
- B. The Contractor provides recreational services to more than 380,000 residents throughout the Greater Coachella Valley. In addition, the Contractor creates and delivers quality programs, services and classes; and, facilitates leisure opportunities through partnerships that encourage residents to engage in healthy lifestyles and wellness activities.
- C. The Agency desires to utilize Contractor's services for specific projects on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Engagement and Scope of Services. (Exhibit A)

(a) **Engagement:** The Agency hereby retains the services of Contractor and Contractor hereby agrees to provide the services described in Exhibit A, and such other services as requested in writing from time to time by an authorized representative of the Agency, in accordance with the terms and conditions of this Agreement.

(b) **Extent of Services:** Contractor shall be available to render services as described in Exhibit A or as requested by the Agency. The Agency expects the initial assignment described in Exhibit A (scheduled agreed to and provided by the Agency), but nothing in this Agreement shall entitle Contractor to provide or obligate the Agency to request any specific minimum or maximum number of hours or days of services. Contractor shall be free to provide services to other clients during the term of this Agreement provided this does not impair Contractor's ability to fulfill its obligations under this Agreement or create a conflict of interest with the Agency.

(c) **Skill and Ability:** All services performed by Contractor shall reflect first class workmanship and attention to detail. Contractor represents and warrants that it has the requisite skill, ability, training, licenses, and other qualifications necessary or

customarily required to perform such services in accordance with the best practices in the industry and all applicable laws and customs.

(d) **Accounting:** Upon request by the Agency, Contractor shall provide the Agency with an accurate accounting of all services performed or in progress under this Agreement.

2. Years of Engagement and Termination

Contractor's engagement with the Agency shall commence **September 1, 2019** and shall continue until **August 31, 2020** or until the services requested by the Agency are completed, but either party may terminate Contractor's engagement (a) immediately in the event of a breach of this Agreement or other just cause, or (b) at any time without a breach or just cause upon ten (10) days written notice.

3. Compensation.

(a) **Fees: \$160,724.54 (Exhibit B)**

(b) **Expenses:**

(c) **No Other Benefits:** The Agency shall not be responsible for and Contractor shall not be entitled to the payment of any other compensation or other amounts to the Contractor. Under no circumstances shall Contractor be eligible for or entitled to any of the compensation or benefits that the Agency may provide to its employees, either as required by law or pursuant to Agency policy or practice, including but not limited to bonus and incentive compensation; overtime pay or meal and rest period premiums; vacation, sick leave, holiday, or other paid time off; retirement, profit sharing or 401k; medical, dental, vision, life, disability, or other insurance; severance pay; stock options, stock grants or other equity participation; or workers compensation, unemployment insurance, or disability insurance. Contractor specifically acknowledges that its principals shall not be eligible for unemployment insurance even if this Agreement is terminated without cause.

(d) **Taxes:** The Agency shall report all compensation paid to Contractor under this Agreement on Form 1099. Contractor shall be solely responsible for all taxes, penalties, or interest due with respect to all such compensation, and shall defend and indemnify the Agency for any such taxes, penalties or interest.

(e) **Termination.** Upon termination of this Agreement for any reason, the Agency's only obligation shall be to pay the compensation and expenses owing under this Agreement for authorized services actually rendered by Contractor prior to the date of termination.

4. Independent Contractor Status.

(a) In performing any and all services to the Agency, Contractor shall function strictly as an independent contractor and shall not be deemed an employee, partner, joint venture, agent, or principal of the Agency. Contractor shall have no authority to bind Agency, enter into contracts, or authorize expenditures without the prior written authorization of the Agency. Contractor shall be solely responsible for providing any benefits as required by law, contract, or policy to any employees of the Contractors. The Agency is only responsible for compensating for benefits as outlined in Exhibit B.

(b) Contractor shall be solely responsible for all obligations imposed by law or contract as the employer of any personnel to whom Contractor delegates the performance of services under this Agreement, including but not limited to compliance with all state and federal laws concerning payroll and recordkeeping, wage and hour, employee benefits, safety and health, equal employment opportunity and unlawful harassment or discrimination, or termination of employment. Contractor shall defend and indemnify the Agency and its officers, directors, employees, and agents from any claim or liability asserted against the Agency by any personnel of Contractor arising from or relating to the performance of services under this Agreement.

(c) To the extent Contractor and its personnel interact with employees of the Agency or perform services at the Agency or its customers' locations, Contractor and its personnel shall comply with all rules and policies of the Agency that apply generally to all business visitors, concerning safety and health, equal employment, unlawful harassment, substance abuse and personal conduct.

5. Confidential Information.

(a) At all times during and after the term of this Agreement, Contractor shall hold in strictest confidence any information which is not legally available to the public as public information as the Agency is a public agency.

(b) Additionally, as a public agency, all Contractor information, data, communications, contracts, fees provided to the Agency under this Agreement are available to the public and not classified as confidential.

6. Compliance with Law:

Contractor shall comply with all applicable laws and regulations in performing services under this Agreement, including but not limited to those concerning food safety, ethical marketing practices, and consumer protection.

7. Indemnity:

Contractor shall defend and indemnify the Agency and its officer, directors, employees, agents, successors, and assigns from all claim and liabilities (including attorneys' fees and costs) that arise from or are related to any breach of this Agreement by Contractor or any negligent or wrongful act or omission of Contractor and its personnel, including but not limited to claims for death or personal injury involving the Contractor's use or operation of any motor vehicle or equipment.

8. Insurance:

At all times during and for a reasonable period of time after the term of this Agreement, Contractor shall procure and maintain adequate general liability insurance covering all aspects of the services rendered under this Agreement, including but not limited to adequate automotive liability insurance covering any use or operation of any motor vehicle. Contractor shall be solely responsible for procuring and maintaining any insurance required or customarily provided to Contractor's employees, including but not limited to group medical, life, disability, accidental death and dismemberment, workers compensation and unemployment insurance.

9. Returning Agency Documents and Transition of Business:

Upon termination of this Agreement for any reason, or upon request by the Agency at any time, Contractor shall return unconditionally to the Agency all documents and files (including originals and copies, whether on paper or electronic), equipment supplies, and all other property of any kind that belongs to the Agency or came into Contractor's possession in the course of performing services under this Agreement. Upon request, Contractor shall also present a written accounting of all services performed and business transacted under this Agreement. Contractor shall cooperate in good faith with the Agency to assure an orderly transition of business under this Agreement following termination.

10. Miscellaneous.

(a) **Notices.** Any notice required under this Agreement may be personally delivered or sent by facsimile, pdf, email or first-class mail to the following addresses:

(i) If to the Agency:

*Desert Healthcare District
1140 North Indian Canyon Drive
Palm Springs, CA 92262
Attn: Chris Christensen, Interim CEO*

(ii) If to the Contractor:

*Desert Recreation District
45-305 Oasis Street
Indio, CA 92201
Attn: Maureen Archuleta, Comm Svcs Sprvsr*

(b) **No Waiver.** If any party fails to object to a breach of this Agreement, that party shall not be precluded from objecting to any future breach.

(c) **Governing Law.** This Agreement has been made and entered into in the State of California and shall be construed in accordance with the laws of the State of California.

(d) **Severability.** If any provision of this Agreement is declared void for any reason, all other provisions shall remain in effect.

(e) **Captions.** The various captions of this Agreement are for reference only and shall not be considered or referred to in resolving questions or interpretation of this Agreement.

(f) **Attorneys' Fees.** If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall recover its costs and attorneys' fees.

(g) **Assignment.** Contractor may not assign his rights, obligations or duties under this Agreement without the express written consent of the Agency. This Agreement shall inure to the benefit of and be binding upon any successor or assign of the Agency.

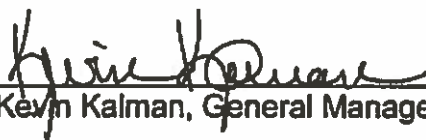
Signature Page:

Agency:

By:  _____
Its: Chris Christensen, Interim CEO

Date: 7/24/19

Contractor:

By:  _____
Its: Kevin Kalman, General Manager

Date: 8/16/19

EXHIBIT A
SERVICES

Period beginning approximately September 1, 2019 through August 31, 2020

1. Prior to the commencement of the program in September 2019, the Desert Recreation District will ensure the Ready, Set, Swim program staff including the Aquatics Specialist, Pool Manager, Lifeguards, and Swimming Instructors are properly trained on the American Red Cross: Learn to Swim curriculum and monitor all current certifications and/or licenses associated with the program to prevent certification lapses and ensure all staff maintain an active certification/license.
2. The Desert Recreation District will provide adequate staffing for all Ready, Set, Swim activities. Staffing should include 1- Aquatic Specialist; 1- Pool Manager; 4-Lifeguards/Swimming Instructors at the swimming facility supervising all program related activities.
3. Each activity day the Desert Recreation District staff will provide logistical support to the Boys and Girls Club of Palm Springs and/or the Desert Hot Springs Wellness Center staff with the supervision of the participating children during the transition from the swimming facility to the designated area for the nutrition education classes and/or activity area. This includes program staff arriving 30-minutes before the start of the program and leaving 30-minutes after the conclusion of the program.
4. Desert Recreation District staff will conduct a daily "walk-through" of the swimming facility to ensure all program areas are safe for use including monitoring water ph-levels, water temperature, and locker rooms. Any discrepancies should be reported to the Desert Healthcare District- Program Coordinator, who will notify the Boys and Girls Club of Palm Springs or City of Desert Hot Springs for immediate action.
5. Cancellation of swimming classes will be allowed ONLY if there is inclement weather, the water temperature is outside the American Red Cross recommended 83°-89° or water ph-levels are below or above the recommended 7.4 to 7.6. If swimming classes are canceled, Desert Recreation District staff should have alternative planned activities which will be held in the activity rooms within the Boys and Girls Club of Palm Springs or Desert Hot Springs Wellness Center.

6. At the start (lesson #1) and end (lesson #8) of each swimming cohort the Desert Recreation District staff will conduct a swimming skills test on all participating children using the American Red Cross: Swim to Learn- skills checklist to measure the participating children swimming skills from pre to post-test.
7. From pre-to-post test a minimum of 80% of the participating children in each swimming cohort would have demonstrated an increase of at least four swimming skills.
8. Desert Recreation District staff will participate in a nutrition education training and provide nutrition education classes to the participants.
9. All skills checklists and attendance lists will be submitted by the Aquatics Specialist to the Desert Healthcare District-Program Coordinator no later than 2 business days after the completion of each swimming cohort.
10. The Desert Recreation District will assist in the expansion of the RSS program into the Desert Sands and Coachella Valley Unified School Districts, including on-line registration, outreach, and marketing.
11. Using grant funds from this contract, Desert Recreation District will provide a total of 1000 swimming classes scholarships to 3rd graders in the DSUSD and CVUSD to use during the summer months of 2020.
12. All invoicing for services/purchases provided under this grant will require supporting documentation (time sheets, mileage logs, receipts, etc....) for reimbursement and/or payment.

EXHIBIT B
SUMMARY OF COSTS

Desert Recreation District Ready, Set, Swim Budget: 2019/2020						
	Palm Springs Schools	Cathedral City Schools	Desert Hot Springs Schools	Totals	Hourly Rate	Expense Total
Number of Schools	4	5	5	14		
Activity Days (8 per school)	32	40	40	112		
1- Aquatic Specialist (3hrs/day)	117	117	120	354	27.23	\$ 9,639.42
1- Pool Manager (4hrs/day)	225	226.25	237.5	688.8	21.5	\$ 14,808.13
2-Recreation Leader for DHS	0	0	400	400	16.37	\$ 6,548.00
4- Lifeguards/Swim Instructors (4hrs/day)	798	798	840	2436	20	\$ 48,720.00
Program Logistics					Staffing Total	\$ 79,715.55
1. Classes not to exceed 48 students to support our 1/6 staff to student ratio.					30% Benefits	\$ 23,914.66
2. One swim crew that will perform the program in the fall through early spring in PS. and the later part of the school year will be in DHS					Sub Total	\$ 103,630.21
* This will help with staffing challenges (DRD) and weather conditions.					Staff Uniforms	\$ 667.18
3. The hours have been based on swim schedule and PSUSD calendar, hourly rate has been updated.					Cell Phone	\$ 240.00
a. This includes 1 hour transportation in total per person each day -					Mileage	\$ 2,800.00
b. This included the 30 min buffer both before and after class as per this years program.					Materials & Supplies	\$ 250.00
4. Projected start date will be Monday September 09, 2019 and will go to the end of May.					Lifeguard Course	\$ 1,500.00
5. RHUS will still perform the nutrition classes in Palm Springs and our team will do 4 nutrition classes in DHS. (DRD extrastaff included above)					Program Exp Sub Total	\$ 5,457.18
6. 1000 scholarships for swim lessons will be issued to third grade students enrolled at CVUSD & DSUSD . Student will be able to select					30% Indirect Cost	\$ 1,637.15
					Sub Total	\$ 7,094.33
					500 CVUSD Scholarships	\$ 25,000.00
					500 DSUSD Scholarships	\$ 25,000.00
					Sub Total	\$ 50,000.00
Facilities Fees will be paid directly via the DHCD.						
Boys and Girls club Fees will be paid by DHCD						
					Total	\$ 160,724.54

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into by **DESERT HEALTHCARE FOUNDATION**, a California healthcare district organized and operating pursuant to Health & Safety Code section 3200 et seq. (the "Agency") and **BOYS AND GIRLS CLUB OF PALM SPRINGS** ("Contractor")

RECITALS

- A. The Agency is engaged in the business of providing funding for programs/projects that advance health and wellness to District/Foundation residents.

- B. The Contractor provides recreational services to more than 5,000 children residing in the Palm Springs area. In addition, the Contractor creates and delivers quality programs, services and classes; and, facilitates leisure opportunities through partnerships that encourage residents to engage in healthy lifestyles and wellness activities.

- C. The Agency desires to utilize Contractor's services for specific projects on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Engagement and Scope of Services. (Exhibit A)

(a) **Engagement:** The Agency hereby retains the services of Contractor and Contractor hereby agrees to provide the services described in Exhibit A, and such other services as requested in writing from time to time by an authorized representative of the Agency, in accordance with the terms and conditions of this Agreement.

(b) **Extent of Services:** Contractor shall be available to render services as described in Exhibit A or as requested by the Agency. The Agency expects the initial assignment described in Exhibit A (scheduled agreed to and provided by the Agency), but nothing in this Agreement shall entitle Contractor to provide or obligate the Agency to request any specific minimum or maximum number of hours or days of services. Contractor shall be free to provide services to other clients during the term of this Agreement provided this does not impair Contractor's ability to fulfill its obligations under this Agreement or create a conflict of interest with the Agency.

(c) **Skill and Ability:** All services performed by Contractor shall reflect first class workmanship and attention to detail. Contractor represents and warrants that it has the requisite skill, ability, training, licenses, and other qualifications necessary or

customarily required to perform such services in accordance with the best practices in the industry and all applicable laws and customs.

(d) **Accounting:** Upon request by the Agency, Contractor shall provide the Agency with an accurate accounting of all services performed or in progress under this Agreement.

2. Years of Engagement and Termination

Contractor's engagement with the Agency shall commence on **September 1, 2019** and shall continue until **March 31, 2020** or until the services requested by the Agency are completed, but either party may terminate Contractor's engagement (a) immediately in the event of a breach of this Agreement or other just cause, or (b) at any time without a breach or just cause upon ten (10) days written notice.

3. Compensation. (Exhibit B)

(a) **Fees: Not to exceed \$37,310.00**

(b) **Expenses:**

(c) **No Other Benefits:** The Agency shall not be responsible for and Contractor shall not be entitled to the payment of any other compensation or other amounts to the Contractor. Under no circumstances shall Contractor be eligible for or entitled to any of the compensation or benefits that the Agency may provide to its employees, either as required by law or pursuant to Agency policy or practice, including but not limited to bonus and incentive compensation; overtime pay or meal and rest period premiums; vacation, sick leave, holiday, or other paid time off; retirement, profit sharing or 401k; medical, dental, vision, life, disability, or other insurance; severance pay; stock options, stock grants or other equity participation; or workers compensation, unemployment insurance, or disability insurance. Contractor specifically acknowledges that its principals shall not be eligible for unemployment insurance even if this Agreement is terminated without cause.

(d) **Taxes:** The Agency shall report all compensation paid to Contractor under this Agreement on Form 1099. Contractor shall be solely responsible for all taxes, penalties, or interest due with respect to all such compensation, and shall defend and indemnify the Agency for any such taxes, penalties or interest.

(e) **Termination.** Upon termination of this Agreement for any reason, the Agency's only obligation shall be to pay the compensation and expenses owing under this Agreement for authorized services actually rendered by Contractor prior to the date of termination.

4. Independent Contractor Status.

(a) In performing any and all services to the Agency, Contractor shall function strictly as an independent contractor and shall not be deemed an employee, partner, joint venture, agent, or principal of the Agency. Contractor shall have no authority to bind Agency, enter into contracts, or authorize expenditures without the prior written authorization of the Agency. Contractor shall be solely responsible for providing any benefits as required by law, contract, or policy to any employees of the Contractors. The Agency is only responsible for compensating for benefits as outlined in Exhibit B.

(b) Contractor shall be solely responsible for all obligations imposed by law or contract as the employer of any personnel to whom Contractor delegates the performance of services under this Agreement, including but not limited to compliance with all state and federal laws concerning payroll and recordkeeping, wage and hour, employee benefits, safety and health, equal employment opportunity and unlawful harassment or discrimination, or termination of employment. Contractor shall defend and indemnify the Agency and its officers, directors, employees, and agents from any claim or liability asserted against the Agency by any personnel of Contractor arising from or relating to the performance of services under this Agreement.

(c) To the extent Contractor and its personnel interact with employees of the Agency or perform services at the Agency or its customers' locations, Contractor and its personnel shall comply with all rules and policies of the Agency that apply generally to all business visitors, concerning safety and health, equal employment, unlawful harassment, substance abuse and personal conduct.

5. Confidential Information.

(a) At all times during and after the term of this Agreement, Contractor shall hold in strictest confidence any information which is not legally available to the public as public information as the Agency is a public agency.

(b) Additionally, as a public agency, all Contractor information, data, communications, contracts, fees provided to the Agency under this Agreement are available to the public and not classified as confidential.

6. Compliance with Law:

Contractor shall comply with all applicable laws and regulations in performing services under this Agreement, including but not limited to those concerning food safety, ethical marketing practices, and consumer protection.

7. Indemnity:

Contractor shall defend and indemnify the Agency and its officer, directors, employees, agents, successors, and assigns from all claim and liabilities (including attorneys' fees and costs) that arise from or are related to any breach of this Agreement by Contractor or any negligent or wrongful act or omission of Contractor and its personnel, including but not limited to claims for death or personal injury involving the Contractor's use or operation of any motor vehicle or equipment.

8. Insurance:

At all times during and for a reasonable period of time after the term of this Agreement, Contractor shall procure and maintain adequate general liability insurance covering all aspects of the services rendered under this Agreement, including but not limited to adequate automotive liability insurance covering any use or operation of any motor vehicle. Contractor shall be solely responsible for procuring and maintaining any insurance required or customarily provided to Contractor's employees, including but not limited to group medical, life, disability, accidental death and dismemberment, workers compensation and unemployment insurance.

9. Returning Agency Documents and Transition of Business:

Upon termination of this Agreement for any reason, or upon request by the Agency at any time, Contractor shall return unconditionally to the Agency all documents and files (including originals and copies, whether on paper or electronic), equipment supplies, and all other property of any kind that belongs to the Agency or came into Contractor's possession in the course of performing services under this Agreement. Upon request, Contractor shall also present a written accounting of all services performed and business transacted under this Agreement. Contractor shall cooperate in good faith with the Agency to assure an orderly transition of business under this Agreement following termination.

10. Miscellaneous.

(a) **Notices.** Any notice required under this Agreement may be personally delivered or sent by facsimile, pdf, email or first-class mail to the following addresses:

(i) If to the Agency:

*Desert Healthcare District
1140 North Indian Canyon Drive
Palm Springs, CA 92262
Attn: Chris Christensen, Interim CEO*

(ii) If to the Contractor:

*Boys and Girls Club of Palm Springs
450 S. Sunrise
Palm Springs, CA 92262
Attn: Margaret Keung, Executive Director*

EXHIBIT A
SERVICES

Period beginning approximately September 1, 2019 through March 31, 2020

1. Boys and Girls Club of Palm Springs staff will conduct a daily “walk-through” of the swimming facility to ensure all program areas are safe and clean for use including monitoring and maintaining safe pool water ph-levels, pool water temperature, and locker rooms. Any discrepancies that may lead to the cancelation of the swimming activities shall be reported to the Desert Recreation District for the planning of alternative activities.
2. Pool temperature will be maintained at the American Red Cross recommended temperature of 83°-89° on program activity days. Water ph-levels should also be maintained at the American Red Cross recommended levels of 7.4 to 7.6 to ensure the water is safe for the swimming activities.
3. The swimming facility and classroom will be reserved for program activity days, including the classroom for nutrition classes and possible alternative activities due to the cancelation of swimming activities due to inclement weather or unsafe pool conditions.
4. Each activity day the Boys and Girls Club of Palm Springs staff will provide logistical support with the supervision of the participating children during the transition from the bus stop to the clubhouse, swimming facility and/or designated area for the nutrition education classes.
5. Boys and Girls Club of Palm Springs staff will participate in nutrition education training and provide nutrition education classes to the participants.
6. Boys and Girls Club of Palm Springs staff will do the washing and folding of towels for the participating children. Assistance from the Desert Recreation District staff will be provided, whenever possible.
7. Each participating child will receive a membership to the Boys and Girls Club, which would entitle them to all the amenities and activities offered by the Boys and Girls Club, along with all applicable rules and regulations.
8. All invoicing for services/purchases provided under this grant will require supporting documentation (time sheets, mileage logs, receipts, etc...) for reimbursement and/or payment.

EXHIBIT B

SUMMARY OF COSTS

**Boys and Girls Club of Palm Springs
Ready, Set, Swim Budget: 2019/2020**

This budget is based off the membership fees as DHD desired but with the additional staffing needs of the Club.

MEMBERSHIP

Palm Springs Membership 6 months			
# youth	# schools	\$ per membership	Total
48	4	15	3000
Cathedral City Membership 1 month			
# youth	# schools	\$ per membership	Total
48	5	5	1200
MEMBERSHIP			\$ 4,200.00

STAFFING COST *

Number of Staff	Estimated # of Hours	\$ per hour	Total
3	286	20	\$ 17,160.00
Additional hiring expense would be \$20 per background check, \$60 per drug screening and onboarding process per new employee. **			
STAFFING TOTAL			\$ 17,160.00

FACILITY RENTAL FEE

# of days	\$ per day	Total
72	125	\$ 9,000.00

Shocking of the swimming pool - \$100 per time	\$ 500.00
Towels & Laundry Soap (50 towels @ \$7 = \$350 Laundry Soap \$100)	\$ 450.00
Gas Bill (this is for 5 months of the program to offset the expense)	\$ 6,000.00
Total	\$ 37,310.00

* Based off of National BGCA guidelines for staff to child ratio
 ** All-inclusive of this expense