



**DESERT HEALTHCARE DISTRICT
BOARD MEETING
Board of Directors
December 19, 2017
2:00 P.M.**

Jerry Stergios Building, 2nd floor
Arthur H. "Red" Motley Boardroom
1140 N. Indian Canyon Drive, Palm Springs, California 92262
This meeting is handicapped-accessible

Page(s)	AGENDA	Item Type
	<i>Any item on the agenda may result in Board Action</i>	
1-3	A. CALL TO ORDER – President Rogers Roll Call ____ Director Zende ____ Director Wortham ____ Director Matthews ____ Vice-President Hazen ____ President Rogers	
	B. PLEDGE OF ALLEGIANCE	
4	C. ELECTION OF OFFICERS	Action
	D. APPROVAL OF AGENDA	Action
	E. ADJOURNMENT TO EXECUTIVE SESSION	
	F. CONVENE TO CLOSED SESSION OF THE DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS 1. Closed Session Pursuant to Government Code 54956.9 – Existing Litigation (one case) Solomon vs. Desert Healthcare District et al. Riverside County Superior Court Case No. PSC1503643 2. Public Employee Evaluation Pursuant to Government Code 54957 Title: Chief Executive Officer	
	G. RECONVENE TO OPEN SESSION OF THE DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS	
	H. REPORT AFTER CLOSED SESSION	
	I. PUBLIC COMMENT At this time, comments from the audience may be made on items <u>not</u> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. The Board has a policy of limiting speakers to no more than three minutes. The Board cannot take action on items not listed on the agenda. Public input may be offered	



**DESERT HEALTHCARE DISTRICT
BOARD MEETING
Board of Directors
December 19, 2017
2:00 P.M.**

Jerry Stergios Building, 2nd floor
Arthur H. "Red" Motley Boardroom
1140 N. Indian Canyon Drive, Palm Springs, California 92262
This meeting is handicapped-accessible

on agenda items when they come up for discussion and/or action.

- | | | |
|--------------|--|---------------|
| J. | CONSENT AGENDA | Action |
| | All Consent Agenda item(s) listed below are considered to be routine by the Board of Directors and will be enacted by one motion. There will be no separate discussion of items unless a Board member so requests, in which event the item(s) will be considered following approval of the Consent Agenda. | |
| 5-15 | 1. BOARD MINUTES
a. Board Meeting of November 28, 2017 | |
| 16-36 | 2. FINANCE and ADMINISTRATION
a. Consideration for Approval of District November 2017 Financial Statements
F&A Committee approved December 12, 2017 | |
| | K. DESERT HEALTHCARE DISTRICT CEO REPORT –
Herb K. Schultz, CEO | Information |
| | L. DESERT REGIONAL MEDICAL CENTER CEO REPORT –
Michele Finney, CEO | Information |
| | M. DESERT REGIONAL MEDICAL CENTER GOVERNING BOARD OF DIRECTORS' REPORT –
President Rogers, RN and Director Dr. Les Zendle | Information |
| | N. INFORMATIONAL ITEMS | Information |
| | O. COMMITTEE REPORTS | |
| | 1. FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE – Chair/Director Mark Matthews and Director Dr. Les Zendle | |
| 37-39 | a. Draft Minutes of the December 12, 2017 Meeting | |
| 40-41 | b. CFO Report & Las Palmas Leasing Update | |
| 42-63 | c. LPMP Lease Renewal – Suite 1W 101 – Pathway Pharmaceuticals, Inc. | Action |



**DESERT HEALTHCARE DISTRICT
BOARD MEETING
Board of Directors
December 19, 2017
2:00 P.M.**

Jerry Stergios Building, 2nd floor
Arthur H. "Red" Motley Boardroom
1140 N. Indian Canyon Drive, Palm Springs, California 92262
This meeting is handicapped-accessible

64-70

d. Healthcare District Board Benefits Analysis & Comparison Discussion/Action

2. HOSPITAL GOVERNANCE AND OVERSIGHT COMMITTEE - Chair/Director Dr. Les Zendle and President Carole Rogers, RN
a. December 18, 2017 Meeting

3. NEW PROVIDERS, FACILITIES, PROGRAMS AND SERVICES
a. Ad Hoc Committee Information
b. Kaufman Hall Project Information
c. Expansion, LAFCO Application, and Funding Information

4. RESOURCES AND PHILANTHROPY PROGRAM
a. Discussions with Community Members and Experts Information/Action

P. OLD BUSINESS
1. West Valley Homelessness Initiative – Concept for Short-Term Intervention Information
2. Behavioral Health Consultant Information/Discussion

Q. NEW BUSINESS

R. LEGAL COMMENTS & REPORT Information

S. DIRECTORS' COMMENTS & REPORTS Information

T. ADJOURNMENT

LAW OFFICES
SCOTT & JACKSON

16935 WEST BERNARDO DRIVE, SUITE 170
SAN DIEGO, CA 92127

(858) 675-9896

JEFFREY G. SCOTT
BLAISE J. JACKSON
JAMES R. DODSON

FAX (858) 675-9897

Date: December 19, 2017

To: Desert Healthcare District Board of Directors
Herb K. Schultz, CEO
Chris Christensen, CFO

From: Jeff Scott, General Counsel

Re: Election of Officers procedure

Article V. Section 5.2 of the District Bylaws provides that at the first regular Board meeting in December, the Board shall organize by the election, of one of its members as President, one as Vice-President/Secretary and one as Treasurer. The follow outlines the process to elect officers:

- Counsel Scott will announce that nominations are open for the office of President.
- As more than one person may be nominated, nominations remain open until all are made. Pursuant to Roberts Rules of Order, no second is required for nomination of officers.
- Counsel Scott will close the nominations after all the nominations are made.
- If only one individual has been nominated, Counsel Scott will call for a vote.
- If more than one person is nominated, Counsel Scott will announce each candidate and a show of hands will be utilized, on the first and any needed subsequent votes until one of the candidates has at least three votes.
- The same procedure will follow for election of the Vice-President/Secretary and for Treasurer.

**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS
MEETING MINUTES
November 28, 2017**

A Meeting of the Board of Directors of the Desert Healthcare District was held in the Jerry Stergios Building – 2nd Floor, Palm Springs, CA.

Attendance

Members

Carole Rogers, RN – President
Mark Matthews – Treasurer
Jennifer Wortham, Dr.PH – Director – *Telephonic*
Les Zendle, MD – Director

Absent

Kay Hazen – Vice-President/Secretary

Staff

Herb K. Schultz, CEO
Chris Christensen, CFO
Donna Craig, Senior Program Officer
Alejandro Espinoza, Program Officer and Outreach Director
Mary Pannoni, Accounting/Admin. Support
Andrea S. Hayles, Clerk to the Board

Legal Counsel

Jeffrey G. Scott

Guests

Linda Barrack, CEO, Martha's Village and Kitchen
Rob Bernheimer, President, Desert Cancer Foundation
Sarah Bryant, Executive Director, Desert Cancer Fund
Darla Burkett, Executive Director, Coachella Valley Rescue Mission
Ken Cohen, CEO, Association of Healthcare Districts
Sherry Finke, Development, Coachella Valley Rescue Mission
Maureen Foreman, CEO, Jewish Family Service of the Desert
Rich Ramhoff, Director of Marketing, Desert Regional Medical Center
Chantel Schuering, Community Relations Director, FIND Food Bank

CALL TO ORDER

The meeting was called to order at 2:01 p.m. by President Rogers.

President Rogers asked for all in attendance introduce themselves.

APPROVAL OF AGENDA

President Rogers asked for a motion to approve the agenda.

#18-03 MOTION WAS MADE by Director Zendle and seconded by Director Matthews to approve the agenda.

Motion passed unanimously.

Roll Call Vote:

AYES **4** **Director Zendle; Director Matthews; Director Wortham;
President Rogers**

NOES: **0**

ABSTAIN:

ABSENT: **1** **Vice-President Hazen**

Motion Passed 4-0

PUBLIC COMMENTS

Rob Bernheimer, President, Desert Cancer Foundation, introduced Sarah Bryant, the new Executive Director. Ms. Bryant explained the partnership between the District/Foundation and Desert Cancer Foundation and provided the number of services provided each year in hopes of submitting a Letter of Intent for 2018.

CONSENT AGENDA

Submitted for approval:

1. BOARD MINUTES
 - a. Meeting of October 24, 2017
 - b. Special Study Session of October 31, 2017
 - c. Special Study Session of November 16, 2017
2. a. Consideration for Approval of District October 2017 Financial Statements

#18-04 MOTION WAS MADE by Director Zendle and seconded by Director Matthews

AYES **4** **Director Zendle; Director Wortham; Director Matthews;
President Rogers**

NOES: **0**

ABSTAIN:

ABSENT: **1** **Vice-President Hazen**

Motion Passed 4-0

DESERT HEALTHCARE DISTRICT CEO REPORT

Herb K. Schultz, CEO, Desert Healthcare District, introduced, thanked, and described the work of Ken Cohen, CEO, Association of California Healthcare Districts (ACHD). Mr. Cohen thanked Mr. Schultz for the invitation and commended the District for its work in Coachella Valley and Riverside County. Mr. Cohen also thanked the District for their membership with ACHD and explained the Healthcare District Law Subcommittee's work on accountability and transparency, and detailed the Advocacy Committee Workgroup's endeavors. Mr. Schultz explained that the new Chief Operating Officer (COO), Lisa Houston, currently CEO of FIND Food Bank, will commence her role on January 3, 2018. The final stages of the Communications and Marketing Director reference checks are underway for the potential new hire. Mr. Schultz also explained an upcoming environmental initiative that the Program Officer and Outreach Director will spearhead under the direction of the

incoming COO. The Facility Condition Assessment by CB Richard Ellis (CBRE) was detailed and discussed in Committee Reports – Hospital Governance and Oversight.

DESERT REGIONAL MEDICAL CENTER CEO REPORT

Michelle Finney, CEO, Desert Regional Medical Center (DRMC), detailed her CEO Report and the most recent updates and facility upgrades at DRMC. Ms. Finney also explained that the Chief Operating Officer of DRMC has resigned effective December 12. A temporary staff member from Modesto will support the position until filled.

Stephanie Salters, District Resident, inquired with Ms. Finney on the physician from North Dakota as reported in the previous meeting. Ms. Finney explained that she was unable to locate any records and all physicians are credentialed properly. Ms. Salters asked about the monitor technician request from the previous Board meeting. Ms. Finney explained that the critical care unit does not require a monitor technician, there is adequate staffing without any deficiencies, and DRMC is following the standard of care.

Ezra Kaufman, District Resident, asked about the declining Leapfrog survey grades. President Rogers requested that Mr. Kaufman place his request in writing.

DESERT REGIONAL MEDICAL CENTER GOVERNING BOARD OF DIRECTORS REPORT

Director Zendle stated that the Governing Board's compliance training was completed at the most recent meeting. Governing Board members were reminded that all DRMC employees have an obligation to report any compliance matters. Credentialing was also discussed related to limitations and boundaries.

INFORMATIONAL ITEMS

December 19, 2017 Upcoming Board Meeting

COMMITTEE REPORTS

1. FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE - Director Matthews
 - a. Draft Minutes of November 14, 2017
 - b. CFO Report & Las Palmas Leasing Update

Director Matthews discussed the draft Minutes of November 14, the CFO Report, and the Las Palmas Leasing update.

- d. Investment Report – Robert Adams - Highmark Capital Management – District & RPP

Robert Adams, Vice President Senior Portfolio Manager, Highmark Capital Management, introduced himself and thanked the District for their business over the past 20-years. Mr. Adams explained the details of the Desert Hospital Retirement Plan and Desert Healthcare District for the period ending September 30, 2017.

- e. Consideration to approve LPMP Lease Renewal (3 Year) – Suite 2W 107 – Dr. Ramy Awad

#18-05 MOTION WAS MADE by Director Matthews and seconded by Director Zendle to approve the LPMP Lease Renewal (3 Year) – Suite 2W 107 – Dr. Ramy Awad.

Motion passed unanimously.

Roll Call Vote:

**AYES 4 Director Zendle; Director Wortham; Director Matthews;
President Rogers**

NOES: 0

ABSTAIN:

ABSENT: 1 Vice-President Hazen

Motion Passed 4-0

- f. Consideration to approve LPMP New Lease (3 Year) – Suite 1W 104 – Oasis Advanced Gastroenterology, Inc.

#18-06 MOTION WAS MADE by Director Matthews and seconded by Director Zendle to approve the LPMP New Lease (3 Year) – Suite 1W 104 – Oasis Advanced Gastroenterology, Inc.

Motion passed unanimously.

Roll Call Vote:

**AYES 4 Director Zendle; Director Wortham; Director Matthews;
President Rogers**

NOES: 0

ABSTAIN:

ABSENT: 1 Vice-President Hazen

Motion Passed 4-0

- g. Consideration to approve the COO and CFO employment terms

Herb K. Schultz, CEO, explained the Staff recommendation for the new Chief Operating Officer position and the current Chief Financial Officer position. The three weeks' vacation will correspond for both senior deputies in the transformation, which includes the Chief Financial Officer.

Director Wortham stated that she recognizes and agrees with the CEO's four weeks' vacation, but with the small number of staff, the work staff is accomplishing, including the long hours, the vacation hours should be consistent for all Staff – 3 weeks. President Rogers requested the financial impact of the additional week vacation for 7 Staff members. Herb K. Schultz, CEO, stated that Staff would evaluate the entire benefits package that includes sick time.

#18-07 MOTION WAS MADE by Director Zendle and seconded by Director Matthews to approve the employment terms for the COO and CFO and directed Staff to evaluate the benefits package for eligible Staff and bring forward to the Finance & Administration Committee.

Motion passed unanimously.

Roll Call Vote:

AYES 4 Director Zendle; Director Wortham; Director Matthews; President Rogers

NOES: 0

ABSTAIN:

ABSENT: 1 Vice-President Hazen

Motion Passed 4-0

h. DRMC Capital Investment Review – Section 14.9 Lease – Information

Chris Christensen, CFO, detailed the DRMC Capital Investment Review.

Ezra Kaufman, District Resident, referenced the \$17M three-year capital obligation outlined in the January 31, 2000 letter, requesting that the District explain the obligated amount. Mr. Kaufman will put his request in writing.

2. HOSPITAL GOVERNANCE AND OVERSIGHT COMMITTEE

- a. No November Meeting
- b. October 23, 2017 Meeting Minutes
- c. CBRE Conflict of Interest Waiver – Facility Condition Assessment

Director Zendle provided details of the Committee’s role with Desert Regional Medical Center’s hospital inspection, reports, and ratings.

Herb K. Schultz, described the CB Richard Ellis (CBRE) Conflict of Interest Waiver for the Facility Condition Assessment and the property management relationship between Tenet and CBRE that does not involve the condition of Desert Regional Medical Center. Director Wortham prefers to develop an RFP for other organizations not in conflict with Tenet.

#18-08 MOTION WAS MADE by Director Matthews and seconded by Director Zendle to approve CBRE Conflict of Interest Waiver – Facility Condition Assessment.

Motion passed.

Roll Call Vote:

AYES **3** **Director Zendle; Director Matthews; President Rogers**

NOES: **1** **Director Wortham**

ABSTAIN:

ABSENT: **1** **Vice-President Hazen**

Motion Passed 3-1

3. NEW PROVIDERS, FACILITIES, PROGRAMS & SERVICES

- a. Ad Hoc Committee
- b. Kaufman Hall Study Session
- c. Expansion, LAFCO Application, and Funding

Herb K. Schultz, CEO, explained the Ad Hoc Committee’s most recent Study Session on New Providers, Facilities, Programs and Services, the October 31 expansion funding Study Session, and the Kaufman Hall Study Session. Mr. Schultz also explained that the LAFCO Application will move forward as is for approval.

Ezra Kaufman, District Resident, questioned why the Ad Hoc Committee is not a public standing meeting. Mr. Schultz explained that all information provided during the November 16, Study Session detailed the discussions of the Ad Hoc Committee.

4. RESOURCES AND PHILANTHROPY PROGRAM

- a. Consideration to approve elimination of the Program Committee – a standing committee of the Board.

Herb K. Schultz explained the role of the Program Committee and the community members that make up the Committee.

#18-09 MOTION WAS MADE by Director Wortham and seconded by Director Matthews to approve elimination of the Program Committee – a standing committee of the Board.

Motion passed unanimously.

Roll Call Vote:

AYES **4** **Director Zendle; Director Wortham; Director Matthews; President Rogers**

NOES: **0**

ABSTAIN:

ABSENT: **1** **Vice-President Hazen**

Motion Passed 4-0

- b. Consideration to amend the by-laws to reflect the change of elimination.

Herb K. Schultz, CEO, described the assistance necessary to address the community health focus and funding areas in guiding the resources and philanthropy of the District/Foundation.

President Rogers requested that in addition to amending the by-laws to reflect the change of elimination of the Program Committee, the by-laws should include an area of language for the Task Forces.

#18-10 MOTION WAS MADE by Director Wortham and seconded by Director Matthews to amend the by-laws to reflect the change of elimination.

Motion passed unanimously.

Roll Call Vote:

AYES 4 Director Zendle; Director Wortham; Director Matthews; President Rogers

NOES: 0

ABSTAIN:

ABSENT: 1 Vice-President Hazen

Motion Passed 4-0

- c. Consideration to approve the creation of four task forces.

Herb K. Schultz, CEO, described the four Community Health Focus areas – homelessness, access to primary care and behavioral health care, healthy eating, active living, safety, accountability, and transparency as they relate to the task forces to guide the Board and District/Foundation with the task force and recruitment.

#18-11 MOTION WAS MADE by President Rogers and seconded by Director Wortham to Approve the creation of four task forces.

Motion passed unanimously.

Roll Call Vote:

AYES 4 Director Zendle; Director Wortham; Director Matthews; President Rogers

NOES: 0

ABSTAIN:

ABSENT: 1 Vice-President Hazen

Motion Passed 4-0

- d. Community Health Focus Area: HOMELESSNESS

1. West Valley Homelessness Initiative update and presentation

Donna Craig, Senior Program Officer, explained the homelessness Study Session with the City of La Quinta and the Study Session participants. Ms. Craig described the upcoming pending grant requests for Coachella Valley Rescue Mission, Martha’s Kitchen and Village, and FIND Food Bank.

e. Pending grant requests for consideration

1. Grant #954 Coachella Valley Rescue Mission: *Emergency Food, Shelter with Wrap Around Services for West Coachella Valley Homeless – \$100,000.*

Darla Burkett, Executive Director, Coachella Valley Rescue Mission (CVRM) thanked the District and explained the abundance of homelessness that Coachella Valley Rescue Mission has sheltered since the closure of Roy’s Desert Resource Center.

#18-12 MOTION WAS MADE by Director Zendle and seconded by Director Wortham to approve Grant #954 Coachella Valley Rescue Mission: *Emergency Food, Shelter with Wrap Around Services for West Coachella Valley Homeless – \$100,000.*

Motion passed unanimously.

Roll Call Vote:

**AYES 4 Director Zendle; Director Wortham; Director Matthews;
President Rogers**

NOES: 0

ABSTAIN:

ABSENT: 1 Vice-President Hazen

Motion Passed 4-0

2. Grant #955 Martha’s Village & Kitchen: *Health in Housing: Emergency Housing with Wrap-Around Services - \$186,150.*

Linda Barrack, CEO, Martha’s Village & Kitchen, explained that the current population Martha’s is serving from the West Valley. Ms. Barrack thanked the Board for the connection of health and homelessness to assist those in need.

#18-13 MOTION WAS MADE by Director Wortham and seconded by Director Zendle to approve Grant #955 Martha’s Village & Kitchen: *Health in Housing: Emergency Housing with Wrap-Around Services - \$186,150.*

Motion passed unanimously.

Roll Call Vote:

**AYES 4 Director Zendle; Director Wortham; Director Matthews;
President Rogers**

NOES: 0
ABSTAIN:
ABSENT: 1 Vice-President Hazen
Motion Passed 4-0

- f. Community Health Focus Area: HEALTHY EATING/ACTIVE LIVING
1. Grant #953 FIND Food Bank: *Project Produce – \$387,068.*

Donna Craig, Senior Program Officer, explained FIND Food Bank’s Project Produce delivering over 5,000 pounds of produce per year.

Chantel Schuering, Community Relations Director, FIND Food Bank, thanked the other grantees and explained how the grant monies have provided millions of pounds of produce per month. George Batavick, Vice-Chair, FIND Food Bank, described the transition of the CEO to the District and thanked everyone for continued funding.

Mr. Batavick also detailed the succession plan, Strategic Plan, talent management, and a strong Board to carry on the operations.

#18-14 MOTION WAS MADE by Director Zendle and seconded by Director Wortham to approve Grant #953 FIND Food Bank: *Project Produce – \$387,068.*

Motion passed unanimously.

Roll Call Vote:

AYES 4 Director Zendle; Director Wortham; Director Matthews; President Rogers

NOES: 0

ABSTAIN:

ABSENT: 1 Vice-President Hazen

Motion Passed 4-0

OLD BUSINESS

1. Grant #891 Jewish Family Service of the Desert (JFSOD) – *Mental Health Outpatient Treatment Services 2016-2018.*
a. Consideration to approve JFSOD Year 3 and final budget.

Maureen Foreman, CEO, Jewish Family Service of the Desert, gave a presentation on Mental Health Outpatient Treatment Services for Low Income Coachella Valley Residents.

#18-15 MOTION WAS MADE by Director Zendle and seconded by Director Wortham to approve JFSOD Year 3 and final budget.

Motion passed unanimously.

Roll Call Vote:

AYES **4** **Director Zendle; Director Wortham; Director Matthews;
President Rogers**

NOES: **0**

ABSTAIN:

ABSENT: **1** **Vice-President Hazen**

Motion Passed 4-0

2. CVAG CV Link Quarterly Update Report

Herb K. Schultz, CEO, explained the CV Link Quarterly Update Report stating that Tom Kirk, CEO, CVAG, will provide a presentation at the January Board meeting.

NEW BUSINESS

LEGAL COUNSEL COMMENTS & REPORTS

Jeff Scott, Legal Counsel, briefly detailed that the newly created task force committee must be careful to ensure there is not a quorum of the Board when scheduling and holding meetings.

DIRECTORS' COMMENTS & REPORTS

Director Zendle explained the February 2018 California Special Districts Association Leadership Academy. President Rogers indicated that the Desert Hot Springs Police Department is requesting assistance with the homeless population with behavioral health issues. President Rogers explained that she and Donna Craig, Senior Program Officer, are exploring short-term objectives concerning the Community Response Emergency Support Team's (CREST) request for funding for emergency psychiatric treatment. President Rogers also explained her request for a resolution to adopt an events policy.

ADJOURNMENT TO DESERT HEALTHCARE FOUNDATION BOARD OF DIRECTORS MEETING

ADJOURNMENT TO EXECUTIVE SESSION OF THE DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS 4:21 p.m.

CONVENE TO CLOSED SESSION OF THE DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS

1. Threat to Public Services or Facilities Pursuant to Government Code 54957 – Consultation with District General Counsel.

RECONVENE TO OPEN SESSION OF THE DESERT HEALTHCARE DISTRICT BOARD

REPORT AFTER CLOSED SESSION

The Board reviewed public security issues in closed session and directed Staff to take the appropriate action.

ADJOURNMENT

The meeting adjourned at 5:17 p.m.

ATTEST: _____

Carole Rogers, President
Desert Healthcare District Board of Directors

Minutes respectfully submitted by Andrea S. Hayles, Clerk to the Board

DRAFT

DESERT HEALTHCARE DISTRICT
NOVEMBER 2017 FINANCIAL STATEMENTS
INDEX
Year to Date Variance Analysis
Cumulative Profit & Loss Budget vs Actual - Summary
Cumulative Profit & Loss Budget vs Actual - District Including LPMP
Cumulative Profit & Loss Budget vs Actual - LPMP
Balance Sheet - Condensed View
Balance Sheet - Expanded View
Accounts Receivable Aging
Deposit Detail - District
Property Tax Receipts - YTD
Deposit Detail - LPMP
Check Register - District
Credit Card Expenditures
Check Register - LPMP
Grants Schedule

**DESERT HEALTHCARE DISTRICT
YEAR TO DATE VARIANCE ANALYSIS
ACTUAL VS BUDGET
FIVE MONTHS ENDED NOVEMBER 30, 2017**

Scope: \$25,000 Variance per Statement of Operations Summary

Account	YTD		Over(Under)	Explanation
	Actual	Budget	Budget	
4000 - Income	\$ 3,281,683	\$ 3,241,540	\$ 40,143	Higher interest income from FRF investments \$43K, lower NEOPB Grant Income \$3k.
5000 - Direct Expenses	\$ 170,753	\$ 241,367	\$ (70,614)	Lower wage and payroll tax \$23K due primarily to hiring delay for COO & Director of Communications and Marketing and straight-line amortization of salaries and 5.0% incentive pool, and vacations taken charged to vacation accrual; lower Medical insurance and reimbursement of \$32K; Lower retirement plan expense of \$11K; Lower various \$4K.
6500 - Professional Fees Expense	\$ 390,845	\$ 198,530	\$ 192,115	Higher cost of Consultant for New Providers, Facilities, Programs and Services
7000 - Grants Expense	\$ 1,648,535	\$ 2,008,335	\$ (361,800)	Budget of \$4.7MM for fiscal year is amortized straight-line over the fiscal year. \$1MM is for Pulmonary.
9999-1 Unrealized loss on invest	\$ 573,358	\$ 625,000	\$ (51,644)	Continuing market price fluctuations for fixed income investments - Treasury's and Agency Bonds.

Desert Healthcare District
Cumulative Profit & Loss Budget vs. Actual
 July through November 2017

	MONTH			TOTAL		
	Nov 17	Budget	\$ Over Budget	Jul - Nov 17	Budget	\$ Over Budget
Income						
4000 · Income	673,213	648,308	24,905	3,281,683	3,241,540	40,143
4500 · LPMP Income	91,031	97,930	(6,899)	455,423	489,651	(34,228)
4501 · Miscellaneous Income	750	6,250	(5,500)	25,940	31,250	(5,310)
Total Income	764,994	752,488	12,506	3,763,046	3,762,441	605
Expense						
5000 · Direct Expenses	34,135	57,256	(23,121)	170,753	241,367	(70,614)
6000 · General & Administrative Exp	44,454	37,411	7,043	192,076	187,055	5,021
6325 · CEO Discretionary Fund	300	417	(117)	2,799	2,085	714
6445 · LPMP Expenses	78,754	79,514	(760)	371,989	397,570	(25,581)
6500 · Professional Fees Expense	97,111	39,706	57,405	390,645	198,530	192,115
6700 · Trust Expenses	20,804	21,154	(350)	103,029	105,770	(2,741)
Total Expense Before Grants and Unrealized Los	275,558	235,458	40,100	1,231,291	1,132,377	98,914
7000 · Grants Expense	619,175	401,667	217,508	1,646,535	2,008,335	(361,800)
9999-1 · Unrealized (gain)loss on invest	219,984	125,000	94,984	573,356	625,000	(51,644)
Net Income	(349,723)	(9,637)	(340,086)	311,863	(3,271)	315,134

Desert Healthcare District
Cumulative Profit & Loss Budget vs. Actual
 July through November 2017

	MONTH			TOTAL		
	Nov 17	Budget	\$ Over Budget	Jul - Nov 17	Budget	\$ Over Budget
Income						
4000 · Income						
4010 · Property Tax Revenues	524,141	524,141	0	2,620,705	2,620,705	0
4200 · Interest Income	137,557	112,500	25,057	605,721	562,500	43,221
4300 · DHC Recoveries	1,749	1,666	83	8,745	8,330	415
4400 · Grant Income	9,766	10,000	(234)	46,511	50,000	(3,489)
Total 4000 · Income	673,213	648,307	24,906	3,281,682	3,241,535	40,147
4500 · LPMP Income	91,030	97,931	(6,901)	455,422	489,655	(34,233)
4501 · Miscellaneous Income	750	6,250	(5,500)	25,940	31,250	(5,310)
Total Income	764,993	752,488	12,505	3,763,044	3,762,440	604
Expense						
5000 · Direct Expenses						
5100 · Administration Expense						
5110 · Wages Expense	49,308	82,811	(33,503)	240,798	378,565	(137,767)
5111 · Allocation to LPMP - Payroll	(3,658)	(3,658)		(18,290)	(18,290)	
5112 · Vacation/Sick/Holiday Expense	6,280	8,077	(1,797)	33,930	36,923	(2,993)
5114 · Allocation to Foundation	(26,563)	(51,096)	24,533	(132,815)	(255,480)	122,665
5115 · Allocation to NEOPB	(9,337)	(10,424)	1,087	(36,116)	(52,120)	16,004
5119 · Allocation to RSS/CVHIP-DHCF	(3,003)	(2,718)	(285)	(22,514)	(13,590)	(8,924)
5120 · Payroll Tax Expense	3,021	6,335	(3,314)	16,572	28,960	(12,388)
5130 · Health Insurance Expense						
5131 · Premiums Expense	7,242	10,886	(3,644)	36,228	54,430	(18,202)
5135 · Reimb./Co-Payments Expense		2,839	(2,839)	468	14,195	(13,727)
Total 5130 · Health Insurance Expense	7,242	13,725	(6,483)	36,696	68,625	(31,929)
5140 · Workers Comp. Expense	336	870	(534)	2,571	3,975	(1,404)
5145 · Retirement Plan Expense	4,042	6,708	(2,666)	20,047	30,663	(10,616)
5160 · Education Expense	495	292	203	689	1,460	(771)
5165 · Travel & Entertainment Expense	367			367		
Total 5100 · Administration Expense	28,530	50,922	(22,392)	141,935	209,691	(67,756)
5200 · Board Expenses						
5210 · Healthcare Benefits Expense						
5211 · Health Insurance Expense	4,124	4,055	69	18,238	20,275	(2,037)
5219 · Reimbursements/Co-Payments Exp				1,771		
5224 · Retired Board - Medical Expense	1,237	1,237		6,185	6,185	
Total 5210 · Healthcare Benefits Expense	5,361	5,292	69	26,194	26,460	(266)
5230 · Meeting Expense	243	667	(424)	2,353	3,335	(982)
5240 · Catering Expense		333	(333)	185	1,665	(1,480)

Desert Healthcare District
Cumulative Profit & Loss Budget vs. Actual
 July through November 2017

	MONTH			TOTAL		
	Nov 17	Budget	\$ Over Budget	Jul - Nov 17	Budget	\$ Over Budget
5250 · Mileage Reimbursement Expense		42	(42)	79	210	(131)
Total 5200 · Board Expenses	5,604	6,334	(730)	28,811	31,670	(2,859)
Total 5000 · Direct Expenses	34,134	57,256	(23,122)	170,746	241,361	(70,615)
6000 · General & Administrative Exp						
6110 · Payroll fees Expense	266	229	37	846	1,145	(299)
6120 · Bank and Investment Fees Exp	9,774	9,333	441	49,420	46,665	2,755
6125 · Depreciation Expense	1,153	1,181	(28)	5,765	5,905	(140)
6126 · Depreciation-Solar Parking lot	15,072	15,072		75,360	75,360	
6130 · Dues and Membership Expense	7,780	2,275	5,505	12,032	11,375	657
6200 · Insurance Expense	945	700	245	4,725	3,500	1,225
6300 · Minor Equipment Expense		42	(42)		210	(210)
6305 · Auto Allowance & Mileage Exp	554	500	54	2,448	2,500	(52)
6306 · Staff- Auto Mileage reimb	705	104	601	1,607	520	1,087
6309 · Personnel Expense	131	104	27	1,406	520	886
6310 · Miscellaneous Expense		42	(42)		210	(210)
6311 · Cell Phone Expense	627	540	87	2,981	2,700	281
6312 · Wellness Park Expenses		208	(208)		1,040	(1,040)
6315 · Security Monitoring Expense		38	(38)	1,097	190	907
6340 · Postage Expense	35	542	(507)	993	2,710	(1,717)
6350 · Copier Rental/Fees Expense	785	458	327	1,997	2,290	(293)
6351 · Travel Expense	(100)	500	(600)	4,635	2,500	2,135
6352 · Meals & Entertainment Exp	1,255	333	922	2,660	1,665	995
6355 · Computer Services Expense	1,064	2,376	(1,312)	8,025	11,880	(3,855)
6360 · Supplies Expense	2,627	1,333	1,294	7,173	6,665	508
6380 · LAFCO Assessment Expense	1,783	1,500	283	8,915	7,500	1,415
Total 6000 · General & Administrative Exp	44,456	37,410	7,046	192,085	187,050	5,035
6325 · CEO Discretionary Fund	300	417	(117)	2,799	2,085	714
6445 · LPMP Expenses	78,755	79,512	(757)	371,993	397,560	(25,567)
6500 · Professional Fees Expense						
6516 · Professional Services Expense	80,063	25,750	54,313	317,923	128,750	189,173
6520 · Annual Audit Fee Expense	1,449	1,456	(7)	7,245	7,280	(35)
6530 · PR/Communications/Website	2,000	2,500	(500)	8,500	12,500	(4,000)
6560 · Legal Expense	13,600	10,000	3,600	56,980	50,000	6,980
Total 6500 · Professional Fees Expense	97,112	39,706	57,406	390,648	198,530	192,118
6700 · Trust Expenses						
6711 · Disability Admin. Fee Expense		537	(537)		2,685	(2,685)
6720 · Pension Plans Expense						
6721 · Legal Expense		208	(208)	98	1,040	(942)

Desert Healthcare District
Cumulative Profit & Loss Budget vs. Actual
 July through November 2017

	MONTH			TOTAL		
	Nov 17	Budget	\$ Over Budget	Jul - Nov 17	Budget	\$ Over Budget
6725 · RPP Pension Expense	20,000	20,000		100,000	100,000	
6728 · Pension Audit Fee Expense	804	408	396	2,931	2,040	891
Total 6720 · Pension Plans Expense	20,804	20,616	188	103,029	103,080	(51)
Total 6700 · Trust Expenses	20,804	21,153	(349)	103,029	105,765	(2,736)
Total Expense Before Grants & Unrealized Loss	275,561	235,454	40,107	1,231,300	1,132,351	98,949
7000 · Grants Expense						
7010 · Major Grant Awards Expense	609,409	391,667	217,742	1,600,024	1,958,335	(358,311)
7027 · Grant Exp - NEOPB	9,766	10,000	(234)	46,511	50,000	(3,489)
Total 7000 · Grants Expense	619,175	401,667	217,508	1,646,535	2,008,335	(361,800)
9999-1 · Unrealized (gain)loss on invest	219,984	125,000	94,984	573,356	625,000	(51,644)
Net Income	(349,727)	(9,633)	(340,094)	311,863	(3,246)	315,109

Las Palmas Medical Plaza
Cumulative Profit & Loss Budget vs. Actual
 July through November 2017

	MONTH			TOTAL		
	Nov 17	Budget	\$ Over Budget	Jul - Nov 17	Budget	\$ Over Budget
Income						
4500 · LPMP Income						
4505 · Rental Income	65,391	70,036	(4,645)	326,996	350,180	(23,184)
4510 · CAM Income	25,639	27,812	(2,173)	128,426	139,060	(10,634)
4513 · Misc. Income		83	(83)		415	(415)
4500 · LPMP Income	91,030	97,931	(6,901)	455,422	489,655	(34,233)
Expense						
6445 · LPMP Expenses						
6420 · Insurance Expense	1,100	1,000	100	5,500	5,000	500
6425 · Building - Depreciation Expense	22,923	22,923	0	114,615	114,615	0
6426 · Tenant Improvements -Dep Exp	14,044	14,853	(809)	70,220	74,265	(4,045)
6427 · HVAC Maintenance Expense	1,176	1,333	(157)	5,086	6,665	(1,579)
6428 · Roof Repairs Expense		208	(208)		1,040	(1,040)
6431 · Building -Interior Expense		208	(208)		1,040	(1,040)
6432 · Plumbing -Interior Expense		208	(208)		1,040	(1,040)
6433 · Plumbing -Exterior Expense		208	(208)		1,040	(1,040)
6434 · Allocation Internal Prop. Mgmt	3,658	3,658	0	18,290	18,290	0
6435 · Bank Charges	759	1,000	(241)	4,121	5,000	(879)
6437 · Utilities -Vacant Units Expense	83	333	(250)	401	1,665	(1,264)
6439 · Deferred Maintenance Repairs Ex		1,042	(1,042)	375	5,210	(4,835)
6440 · Professional Fees Expense	10,117	10,167	(50)	50,585	50,835	(250)
6441 · Legal Expense		83	(83)		415	(415)
6458 · Elevators - R & M Expense	211	917	(706)	3,529	4,585	(1,056)
6460 · Exterminating Service Expense	180	208	(28)	900	1,040	(140)
6463 · Landscaping Expense	3,672	1,250	2,422	14,358	6,250	8,108
6467 · Lighting Expense	2,250	500	1,750	2,250	2,500	(250)
6468 · General Maintenance Expense		83	(83)		415	(415)
6470 · Maint. / Janitorial Service Exp		417	(417)		2,085	(2,085)
6471 · Marketing-Advertising		1,458	(1,458)		7,290	(7,290)
6475 · Property Taxes Expense	6,000	6,000	0	30,000	30,000	0
6476 · Signage Expense		250	(250)		1,250	(1,250)
6480 · Rubbish Removal Medical Waste E	1,883	1,400	483	5,892	7,000	(1,108)
6481 · Rubbish Removal Expense	2,123	2,039	84	10,615	10,195	420
6482 · Utilities/Electricity/Exterior	667	833	(166)	1,894	4,165	(2,271)
6484 · Utilities - Water (Exterior)	613	583	30	3,002	2,915	87
6485 · Security Expenses	7,261	6,250	1,011	30,325	31,250	(925)
6490 · Miscellaneous Expense	35	100	(65)	35	500	(465)
6445 · LPMP Expenses	78,755	79,512	(757)	371,993	397,560	(25,567)
Net Income	12,275	18,419	(6,144)	83,429	92,095	(8,666)

Desert Healthcare District
Balance Sheet
As of November 30, 2017

		Nov 30, 17
ASSETS		
Current Assets		
Checking/Savings		
1000 · CHECKING CASH ACCOUNTS	\$	366,826
1100 · INVESTMENT ACCOUNTS	\$	54,320,618
Total Checking/Savings	\$	54,687,444
Accounts Receivable		\$ 162,671
Other Current Assets		
1270 · Prepaid Insurance -Ongoing	\$	26,940
1279 · Pre-Paid Fees	\$	27,767
1281 · NEOPB Receivable	\$	47,857
1295 · Property Tax Receivable	\$	2,451,579
Total Other Current Assets	\$	2,554,143
Total Current Assets	\$	57,404,258
Fixed Assets		
1300 · FIXED ASSETS	\$	4,888,729
1335-00 · ACC DEPR	\$	(1,470,027)
1400 · LPMP Assets	\$	7,444,323
Total Fixed Assets	\$	10,863,025
Other Assets		
1700 · OTHER ASSETS	\$	2,928,331
TOTAL ASSETS	\$	71,195,614
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	\$	22,854
2001 · LPMP Accounts Payable	\$	17,199
Total Accounts Payable	\$	40,053
Other Current Liabilities		
2002 · LPMP Property Taxes	\$	30,000
2131 · Grant Awards Payable	\$	2,355,646
2133 · Accrued Accounts Payable	\$	191,895
2141 · Accrued Vacation Time	\$	25,827
2142 · Accrued Sick Time	\$	36,047
2155 · Grant Payable - NEOPB	\$	4,542
2186 · Retired BOD Medical - Current	\$	16,295
2188 · Current Portion - LTD	\$	14,803

Desert Healthcare District
Balance Sheet
As of November 30, 2017

		Nov 30, 17
	2190 · Investment Fees Payable	\$ 17,193
	Total Other Current Liabilities	\$ 2,692,248
	Total Current Liabilities	\$ 2,732,301
	Long Term Liabilities	
	2170 · RPP - Pension Liability	\$ 2,983,995
	2171 · RPP-Deferred Inflows-Resources	\$ 3,242,061
	2280 · Long-Term Disability	\$ 56,047
	2281 · Grants Payable - Long-term	\$ 10,455,641
	2286 · Retirement BOD Medical Liabilit	\$ 78,435
	2290 · LPMP Security Deposits	\$ 58,517
	Total Long Term Liabilities	\$ 16,874,696
	Total Liabilities	\$ 19,606,997
	Equity	
	3900 · *Retained Earnings	\$ 51,276,754
	Net Income	\$ 311,863
	Total Equity	\$ 51,588,617
	TOTAL LIABILITIES & EQUITY	\$ 71,195,614

Desert Healthcare District
Balance Sheet
As of November 30, 2017

		Nov 30, 17
ASSETS		
Current Assets		
1000 · CHECKING CASH ACCOUNTS		
	1010 · Union Bank - Checking	217,510
	1046 · Las Palmas Medical Plaza	148,816
	1047 · Petty Cash	500
Total 1000 · CHECKING CASH ACCOUNTS		366,826
1100 · INVESTMENT ACCOUNTS		
1130 · Facility Replacement Fund		
	1129 · F R Fund - Restricted-Pulmonary	1,000,000
	1130 · Facility Replacement Fund - Other	54,546,767
Total 1130 · Facility Replacement Fund		55,546,767
	1135 · Unrealized Gain(Loss) FRF	(1,226,148)
Total 1100 · INVESTMENT ACCOUNTS		54,320,618
Total Checking/Savings		54,687,444
Accounts Receivable		
1201 · Accounts Receivable		
	1204 · LPMP Accounts Receivable	(7,985)
	1205 · Misc. Accounts Receivable	8,250
	1211 · A-R Foundation - Exp Allocation	162,406
Total Accounts Receivable		162,671
Other Current Assets		
	1270 · Prepaid Insurance -Ongoing	26,940
	1279 · Pre-Paid Fees	27,767
	1281 · NEOPB Receivable	47,857
	1295 · Property Tax Receivable	2,451,579
Total Other Current Assets		2,554,143
Total Current Assets		57,404,258
Fixed Assets		
1300 · FIXED ASSETS		
	1310 · Computer Equipment	75,769
	1315 · Computer Software	68,770
	1320 · Furniture and Fixtures	27,085
	1325 · Offsite Improvements	300,849
	1331 · DRMC - Parking lot	4,416,257
Total 1300 · FIXED ASSETS		4,888,729
1335-00 · ACC DEPR		
	1335 · Accumulated Depreciation	(186,153)

Desert Healthcare District
Balance Sheet
As of November 30, 2017

		Nov 30, 17
	1336 · Acc. Software Depreciation	(66,864)
	1337 · Accum Deprec- Solar Parking Lot	(1,130,571)
	1338 · Accum Deprec - LPMP Parking Lot	(86,440)
	Total 1335-00 · ACC DEPR	(1,470,027)
	1400 · LPMP Assets	
	1401 · Building	8,705,680
	1402 · Land	2,165,300
	1403 · Tenant Improvements -New	1,995,325
	1404 · Tenant Improvements - CIP	129,550
	1406 · Building Improvements	
	1406.1 · LPMP-Replace Parking Lot	676,484
	1406 · Building Improvements - Other	1,364,337
	Total 1406 · Building Improvements	2,040,821
	1407 · Building Equipment Improvements	350,663
	1409 · Accumulated Depreciation	
	1410 · Accum. Depreciation	(6,806,537)
	1412 · T I Accumulated Dep.-New	(1,136,479)
	Total 1409 · Accumulated Depreciation	(7,943,015)
	Total 1400 · LPMP Assets	7,444,323
	Total Fixed Assets	10,863,025
	Other Assets	
	1700 · OTHER ASSETS	
	1731 · Wellness Park	1,693,800
	1740 · RPP-Deferred Outflows-Resources	1,234,531
	Total Other Assets	2,928,331
	TOTAL ASSETS	71,195,614
	LIABILITIES & EQUITY	
	Liabilities	
	Current Liabilities	
	Accounts Payable	
	2000 · Accounts Payable	22,854
	2001 · LPMP Accounts Payable	17,199
	Total Accounts Payable	40,053
	Other Current Liabilities	
	2002 · LPMP Property Taxes	30,000
	2131 · Grant Awards Payable	2,355,646
	2133 · Accrued Accounts Payable	191,895
	2141 · Accrued Vacation Time	25,827

Desert Healthcare District
Balance Sheet
As of November 30, 2017

		Nov 30, 17
	2142 · Accrued Sick Time	36,047
	2155 · Grant Payable - NEOPB	4,542
	2186 · Retired BOD Medical - Current	16,295
	2188 · Current Portion - LTD	14,803
	2190 · Investment Fees Payable	17,193
	Total Other Current Liabilities	2,692,248
	Total Current Liabilities	2,732,301
	Long Term Liabilities	
	2170 · RPP - Pension Liability	2,983,995
	2171 · RPP-Deferred Inflows-Resources	3,242,061
	2280 · Long-Term Disability	56,047
	2281 · Grants Payable - Long-term	10,455,641
	2286 · Retirement BOD Medical Liabilit	78,435
	2290 · LPMP Security Deposits	58,517
	Total Long Term Liabilities	16,874,696
	Total Liabilities	19,606,997
	Equity	
	3900 · *Retained Earnings	51,276,754
	Net Income	311,863
	Total Equity	51,588,617
	TOTAL LIABILITIES & EQUITY	71,195,614

Desert Healthcare District
A/R Aging Summary
As of November 30, 2017

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Comment
Cohen Musch Thomas Medical Group	-	(3,365)	-	-	-	(3,365)	Prepaid
Desert Healthcare Foundation-	29,696	30,972	-	31,674	70,064	162,406	Due from Foundation
Laboratory Corporation of America	-	(4,620)	-	-	-	(4,620)	Prepaid
Sovereign	750	750	-	750	6,000	8,250	Slow pay
TOTAL	30,446	23,737	-	32,424	76,064	162,671	

**Desert Healthcare District
Deposit Detail
November 2017**

Type	Date	Name	Amount
Deposit	11/02/2017		1,749
		T-Mobile	(1,749)
TOTAL			(1,749)
Deposit	11/16/2017		42,013
		Riverside County Treasurer-	(42,013)
TOTAL			(42,013)
Deposit	11/17/2017		732
		Riverside County Treasurer-	(732)
TOTAL			(732)
Deposit	11/20/2017		4,324
		Riverside County Treasurer-	(4,324)
TOTAL			(4,324)
Deposit	11/29/2017		67,042
		ACHD	(100)
		Regents of the University of CA, Riverside	(63,809)
Payment	11/29/2017	Sovereign	(750)
Payment	11/29/2017	Kay Hazen- Reimburse Insurance Premiums	(2,383)
TOTAL			(67,042)
		Total Deposits	115,860

**DESERT HEALTHCARE DISTRICT
PROPERTY TAX RECEIPTS FY 2017 - 2018
RECEIPTS - TWELVE MONTHS ENDED JUNE 30, 2018**

	FY 2016-2017 Projected/Actual					FY 2017-2018 Projected/Actual				
	Budget %	Budget \$	Act %	Actual Receipts	Variance	Budget %	Budget \$	Act %	Actual Receipts	Variance
July	2.5%	\$ 152,663	1.3%	\$ 79,912	\$ (72,750)	2.5%	\$ 157,242	1.7%	\$ 107,591	\$ (49,652)
Aug	1.6%	\$ 97,704	1.7%	\$ 101,498	\$ 3,794	1.6%	\$ 100,635	1.2%	\$ 76,625	\$ (24,010)
Sep	2.6%	\$ 158,769	2.4%	\$ 147,194	\$ (11,575)	2.6%	\$ 163,532	2.4%	\$ 149,702	\$ (13,830)
Oct	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -
Nov	0.4%	\$ 24,426	0.0%	\$ 2,455	\$ (21,971)	0.4%	\$ 25,159	0.7%	\$ 47,069	\$ 21,910
Dec	16.9%	\$ 1,031,999	17.6%	\$ 1,075,328	\$ 43,330	16.9%	\$ 1,062,958	0.0%		
Jan	31.9%	\$ 1,947,974	33.0%	\$ 2,014,083	\$ 66,110	31.9%	\$ 2,006,413	0.0%		
Feb	0.0%	\$ -	0.8%	\$ 50,338	\$ 50,338	0.0%	\$ -	0.0%		
Mar	0.3%	\$ 18,320	0.2%	\$ 11,638	\$ (6,681)	0.3%	\$ 18,869	0.0%		
Apr	5.5%	\$ 335,858	5.8%	\$ 356,027	\$ 20,169	5.5%	\$ 345,933	0.0%		
May	19.9%	\$ 1,215,194	19.9%	\$ 1,215,601	\$ 408	19.9%	\$ 1,251,649	0.0%		
June	18.4%	\$ 1,123,596	16.8%	\$ 1,025,799	\$ (97,797)	18.4%	\$ 1,157,304	0.0%		
Total	100%	\$ 6,106,500	99.6%	\$ 6,079,874	\$ (26,626)	100.00%	\$ 6,289,695	6.1%	\$ 380,986	\$ (65,582)

**Las Palmas Medical Plaza
Deposit Detail - LPMP
November 2017**

Type	Date	Name	Memo	Account	Amount
Deposit	11/01/2017		Deposit	1046 · Las Palmas Medical Plaza	3,659
Payment	11/01/2017	Quest Diagnostics Incorporated		1499 · Undeposited Funds	(3,659)
TOTAL					(3,659)
Deposit	11/08/2017		Deposit	1046 · Las Palmas Medical Plaza	13,997
Payment	11/08/2017	Derakhsh Fozouni, M.D.		1499 · Undeposited Funds	(4,215)
Payment	11/08/2017	Derakhsh Fozouni, MD -		1499 · Undeposited Funds	(1,434)
Payment	11/08/2017	Aijaz Hashmi, M.D., Inc.		1499 · Undeposited Funds	(2,656)
Payment	11/08/2017	Brad A. Wolfson, M.D.		1499 · Undeposited Funds	(3,286)
Payment	11/08/2017	Ramy Awad, M.D.		1499 · Undeposited Funds	(2,406)
TOTAL					(13,997)
Deposit	11/09/2017		Deposit	1046 · Las Palmas Medical Plaza	57,334
Payment	11/09/2017	Peter Jamieson, M.D.		1499 · Undeposited Funds	(2,908)
Payment	11/09/2017	Milauskas Eye Institute Medical Group		1499 · Undeposited Funds	(5,862)
Payment	11/09/2017	Cure Cardiovascular Consultants		1499 · Undeposited Funds	(2,752)
Payment	11/09/2017	Steven Gundry, M.D.		1499 · Undeposited Funds	(5,191)
Payment	11/09/2017	Desert Regional Medical Center		1499 · Undeposited Funds	(4,658)
Payment	11/09/2017	Tenet HealthSystem Desert, Inc		1499 · Undeposited Funds	(5,265)
Payment	11/09/2017	Tenet HealthSystem Desert, Inc.		1499 · Undeposited Funds	(26,646)
Payment	11/09/2017	Pathway Pharmaceuticals, Inc.		1499 · Undeposited Funds	(2,162)
Payment	11/09/2017	West Pacific Medical Laboratory		1499 · Undeposited Funds	(1,889)
TOTAL					(57,334)
Deposit	11/20/2017		Deposit	1046 · Las Palmas Medical Plaza	4,620
Payment	11/20/2017	Laboratory Corporation of America		1499 · Undeposited Funds	(4,620)
TOTAL					(4,620)
Deposit	11/29/2017		Deposit	1046 · Las Palmas Medical Plaza	7,129
Payment	11/29/2017	Cohen Musch Thomas Medical Group		1499 · Undeposited Funds	(213)
Payment	11/29/2017	Desert Regional Medical Center		1499 · Undeposited Funds	(4,259)
Payment	11/29/2017	Dennis Spurgin, D.C.		1499 · Undeposited Funds	(2,656)
TOTAL					(7,129)
				Total Deposits	86,739

Desert Healthcare District
Check Register
As of November 30, 2017

Type	Date	Num	Name	Amount
1000 · CHECKING CASH ACCOUNTS				
1010 · Union Bank - Checking				
Bill Pmt -Check	11/02/2017	14680	Alejandro Espinoza-	(2,091)
Bill Pmt -Check	11/02/2017	14681	Davis Wright Tremaine LLP	(98)
Bill Pmt -Check	11/02/2017	14682	Donna Den Bleyker.	(170)
Bill Pmt -Check	11/02/2017	14683	Mark Matthews.	(829)
Bill Pmt -Check	11/02/2017	14684	Ready Refresh	(43)
Bill Pmt -Check	11/02/2017	14685	So.Cal Computer Shop	(550)
Bill Pmt -Check	11/02/2017	14686	Time Warner Cable	(205)
Bill Pmt -Check	11/02/2017	14687	Underground Service Alert of Southern Cal	(17)
Liability Check	11/02/2017		QuickBooks Payroll Service	(23,909)
Liability Check	11/02/2017		QuickBooks Payroll Service	(1,176)
General Journal	11/06/2017	05-01	401a payment - 11/03/17 payroll	(2,029)
General Journal	11/06/2017	05-01	457b payment - 11/03/17 payroll	(3,275)
Bill Pmt -Check	11/08/2017	14688	Brian Wachs, CPA	(500)
Bill Pmt -Check	11/08/2017	14689	Burke Consulting	(2,000)
Bill Pmt -Check	11/08/2017	14690	Cash - Mary Pannoni	(461)
Bill Pmt -Check	11/08/2017	14691	Xerox Financial Services	(392)
Liability Check	11/16/2017		QuickBooks Payroll Service	(23,615)
Liability Check	11/16/2017		QuickBooks Payroll Service	(1,108)
Bill Pmt -Check	11/17/2017	14692	First Bankcard (Union Bank)	(1,944)
Bill Pmt -Check	11/20/2017	14693	Alejandro Espinoza-	(1,234)
Bill Pmt -Check	11/20/2017	14694	Calif. Public Employees'Retirement System	(10,205)
Bill Pmt -Check	11/20/2017	14695	Coachella Valley Volunteers in Medicine	(54,675)
Bill Pmt -Check	11/20/2017	14696	CoPower Employers' Benefits Alliance	(1,684)
Bill Pmt -Check	11/20/2017	14697	KaufmanHall	(79,516)
Bill Pmt -Check	11/20/2017	14698	Pegasus Riding Academy	(42,223)
Bill Pmt -Check	11/20/2017	14699	Staples Credit Plan	(1,598)
Bill Pmt -Check	11/20/2017	14700	The Nyhart Company	(398)
Bill Pmt -Check	11/20/2017	14701	Vanessa Smith-	(156)
Bill Pmt -Check	11/20/2017	14702	Frazier Pest Control, Inc.	(30)
General Journal	11/20/2017	05-03	401a payment - 11/17/17 payroll	(2,013)
General Journal	11/20/2017	05-03	457b payment - 11/17/17 payroll	(3,275)
Bill Pmt -Check	11/27/2017	14703	Alejandro Espinoza-	(224)
Bill Pmt -Check	11/27/2017	14704	Andrea S. Hayles-	(83)
Bill Pmt -Check	11/27/2017	14705	Donna Den Bleyker.	(138)
Bill Pmt -Check	11/27/2017	14706	Pitney Bowes Purchase Power	(35)
Bill Pmt -Check	11/27/2017	14707	Principal Life Insurance Co.	(798)
Bill Pmt -Check	11/27/2017	14708	State Compensation Insurance Fund	(336)

Desert Healthcare District
Check Register
As of November 30, 2017

Type	Date	Num	Name	Amount
Check	11/30/2017		Service Charge	(774)
General Journal	11/30/2017	05-02	November 2017 LTD Payment - Jena Marie Van Earl	(1,234)
Liability Check	11/30/2017		QuickBooks Payroll Service	(23,714)
Liability Check	11/30/2017		QuickBooks Payroll Service	(1,021)
TOTAL				(289,772)

Desert Healthcare District
Details for credit card Expenditures
Credit card purchases - October 2017 - Paid November 2017

Number of credit cards held by District personnel -2
 Credit Card Limit - \$5,000
 Credit Card Holders:

Herb Schultz - Chief Executive Officer
 Chris Christensen - Chief Financial 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

Year	Statement		Expense Type	Amount	Purpose	Description	Participants
	Month Charged	Total Charges					
		\$ 1,944.17					
Chris' Statement:							
2017	October	\$ 882.66	District				
			6360	\$ 13.89	Conference call expense		
			6360	\$ 9.46	Conference call expense		
			6360	\$ 8.87	Conference call expense		
			6360	\$ 13.31	Conference call expense		
			6360	\$ 18.56	Conference call expense		
			6360	\$ 17.98	Conference call expense		
			6352	\$ 58.48	Lunch - CEO/CFO meeting		
			6309	\$ 59.58	Indeed job posting - COO & Dir. Marketing&Communications		
			5160	\$ 495.00	Southern California Grantmakers - Fundamentals of Effective Grantmaking 2017 (conference)		
			6352	\$ 43.98	Lunch - CEO/CFO meeting		
			6352	\$ 45.11	Lunch - CEO/CFO meeting		
			6352	\$ 25.71	Lunch - CEO/CFO meeting		
			6360	\$ 52.73	Late fees & interest expense		
				\$ 882.66			
Herb's Statement:							
2017	October	\$ 1,081.51	District				
			6351	\$ 307.96	Flight - ACHD HCD Subcommittee		
			6351	\$ 48.00	Parking - ACHD HCD Subcommittee		
			6351	\$ 21.85	Lyft - ACHD HCD Subcommittee		
			6351	\$ 463.02	Hotel - ACHD HCD Subcommittee		
			6351	\$ 17.84	Lyft - ACHD HCD Subcommittee		
			6351	\$ 8.00	Plane Wifi - ACHD HCD Subcommittee		
			6352	\$ 22.57	Shermans - CEO Meeting		
			6352	\$ 25.00	CEO PS Chamber Event (Taste of Palm Springs)		
			6352	\$ 110.00	CVEP Ticket - Economic Summit		
			6352	\$ 17.81	Shermans - CEO Meeting		
			6352	\$ 19.04	Billy Reeds - CEO Meeting		
			6360	\$ 10.00	Late Fee		
			6360	\$ 10.42	Interest Charge		
				\$ 1,081.51			

Las Palmas Medical Plaza
Check Register
As of November 30, 2017

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1046 - Las Palmas Medical Plaza				
Bill Pmt -Check	11/02/2017	9745	Imperial Security	(1,424)
Bill Pmt -Check	11/07/2017	9746	INPRO-EMS Construction	(10,117)
Bill Pmt -Check	11/08/2017	9747	Imperial Security	(1,424)
Bill Pmt -Check	11/08/2017	9748	Palm Springs Disposal Services Inc	(2,123)
Bill Pmt -Check	11/08/2017	9749	Southern California Edison	(750)
Bill Pmt -Check	11/20/2017	9750	County of Riverside-Dept of Env. Health	(522)
Bill Pmt -Check	11/20/2017	9751	Frontier Communications	(211)
Bill Pmt -Check	11/20/2017	9752	Imperial Security	(2,848)
Bill Pmt -Check	11/20/2017	9753	Pink, Inc.	(2,422)
Bill Pmt -Check	11/20/2017	9754	Stericycle, Inc.	(1,361)
Bill Pmt -Check	11/27/2017	9755	Pink, Inc.	(1,250)
Bill Pmt -Check	11/29/2017	9756	Jason Fredregill	(2,250)
Check	11/30/2017		Service Charge	(759)
TOTAL				(27,459)



MEMORANDUM

DATE: December 12, 2017

TO: F&A Committee

RE: Retirement Protection Plan (RPP)

Current number of participants in Plan:

Active – still employed by hospital	137
Vested – no longer employed by hospital	60
Former employees receiving annuity	<u>13</u>
Total	<u>210</u>

The outstanding liability for the RPP is approximately **\$4.9M** (Actives - \$3.6M and Vested - \$1.3M). Per the June 30, 2017 Actuarial Valuation, the RPP has an Unfunded Pension Liability of approximately **\$2.9M**. A monthly accrual of \$20K is being recorded each month as an estimate for FY2018.

The payouts, excluding monthly annuity payments, made from the Plan for the Five (5) months ended November 30, 2017 totaled **\$140K**. Monthly annuity payments (13 participants) total **\$1.8K** per month.

**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE
MEETING MINUTES
December 12, 2017**

Meeting of the Finance, Administration, Real Estate and Legal Committee of the Desert Healthcare District was held in the Desert Healthcare District Conference Room, 2nd Floor, Palm Springs, CA

Attendance:

Members

Mark Matthews, Chairman/Treasurer
Dr. Les Zendle, Director

Absent

Staff

Herb K. Schultz, CEO
Chris Christensen, CFO
Donna Craig, Senior Program Officer
Alejandro Espinoza, Program Officer and Outreach Director
Mary Pannoni, Accounting/Admin Support
Andrea S. Hayles, Clerk to the Board

Community Members

Sid Rubenstein, Community Member
Arthur Shorr, Community Member

CALL TO ORDER

The meeting was called to order at 3:00 p.m. by Chair Matthews.

APPROVAL OF AGENDA

It was moved and seconded (Director Zendle, Chair Matthews) to approve the agenda and move the Vacation Benefit Analysis to Executive Session of the Committee.

PUBLIC COMMENT

APPROVAL OF MINUTES

Submitted for approval:

1. Minutes – October 10, 2017

It was moved and seconded (Director Zendle, Chair Matthews) to approve the minutes of November 14, 2017. Motion passed unanimously.

CEO REPORT – Herb K. Schultz, CEO gave a brief overview of the Facility Condition Assessment Report that is in the final stages of the inspection. The seismic inspection was performed on December 4th and the final inspections, conducted on December 11th & 12th, are MEP and the general inspection.

CHIEF FINANCIAL OFFICER’S REPORT - LPMP Leasing Update

Chris Christensen, CFO provided an overview of the Chief Financial Officer Report that included the LPMP lease update.

FINANCIAL REPORTS

1. Financial Statements – The District’s and LPMP Financial Statements for November 2017 was reviewed.
2. Accounts Receivable Aging Summary – The November 2017 accounts receivable detail was reviewed.
3. Deposits – District – The District’s November 2017 deposits detail was reviewed.
4. Property Tax Receipts – District - The property tax receipts were reviewed.
5. Deposits – LPMP – The LPMP’s November 2017 deposit detail was reviewed.
6. Check Register – District - The November 2017 DHCD check register for the District was reviewed.
7. LPMP Check Register – The November 2017 LPMP check register was reviewed.
8. Credit Card – Detail of Expenditures – The November 2017 credit card expenditures were reviewed.
9. RPP Update – The RPP update was reviewed.
10. Grant Payment Schedule - The grant payment schedule was reviewed.

It was moved and seconded (Director Zendle, Chair Matthews) to approve the November 2017 District Financial Reports - Items 1-10 and to forward to the Board for approval.

Motion passed unanimously.

PUBLIC COMMENT

There were no public comments.

OTHER MATTERS

1. LPMP Lease Renewal Suite 1W 101 Pathway Pharmaceuticals, Inc. – Action

Chris Christensen, CFO, detailed the aspects of the lease renewal for Suite 1W 101 Pathway Pharmaceuticals, Inc.

It was moved and seconded (Director Zendle, Chair Matthews) to forward to the Board for approval of the LPMP Lease Renewal for Suite 1W 101 Pathway Pharmaceuticals, Inc.

Motion passed unanimously.

2. Staff Benefit Analysis – Discussion

In executive session, the Committee discussed the Staff Benefits Analysis. The Committee directed Staff to consult with legal counsel and gather further information to bring back to the F&A Committee.

3. NEOPB Health Educator Employment – Discussion

Chris Christensen, CFO, explained the request to hire a Health Educator on a temporary part-time basis given the evolving role of Alejandro Espinoza, Program Officer and Outreach Director. The expense of the additional Health Educator will be reimbursed by the NEOPB grant funds. The Health Educator is necessary in the Spring; thus, Staff would bring back to the Committee a temporary employment agreement for consideration of approval when the new Health Educator is needed.

The Committee directed Staff to bring the temporary employment agreement to a future Committee for consideration for approval.

4. Healthcare District Board Benefits Analysis & Comparison – Informational

Chris Christensen, CFO, detailed the aspects of the Healthcare District Board Benefits Analysis & Comparison for healthcare districts.

The Committee directed Staff to bring the Board Benefits Analysis to the Board for further discussion.

The District Finance, Administration, Real Estate and Legal Committee recessed at 3:32 p.m. to the Foundation Finance, Administration, Real Estate and Legal Committee.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

The meeting was adjourned at 4:30 p.m.

ATTEST: _____

Mark Matthews, Chairman Finance and Administration Committee/Treasurer
Desert Healthcare District Board of Directors

Chief Financial Officer's Report

December 12, 2017

Operations:

Facilities Condition Assessment is underway at Desert Regional Medical Center. The seismic hospital tour was completed on December 4, 2017, followed by the MEP and general facilities condition assessment on December 11, 2017. Report will be estimated to

Las Palmas Medical Plaza - Property Management:

Occupancy:

See attached unit rental status report.

92.7% currently occupied –

Total annual rent including CAM fees is \$1,089,567.

Leasing Activity:

Suite 1W-104 – a draft lease was approved by the F&A Committee and Board of Directors in November for Oasis Advanced Gastroenterology, Inc. Staff is working with the prospective tenant to execute the lease by January 1, 2018.

Suite 1W 101 - Pathway Pharmaceuticals, Inc., a long standing tenant, desires to renew a 5-year long term lease. Current lease expires 12/31/17. A draft lease will be presented for consideration for approval during today's meeting.

Suite 1E 101-102 – Milauskas Eye Institute, a long standing tenant, desires to renew a 5, year long term lease. Current lease expires 2/28/18. Staff will present a draft lease at the January 9, 2018 F&A Committee meeting.

Las Palmas Medical Plaza

Unit Rental Status

As of December 1, 2017

Unit	Tenant Name	Deposit	Lease Dates		Term	Unit Sq Feet	Percent of Total	Monthly Rent	Annual Rent	Rent Per Sq Foot	Monthly CAM	Total Monthly Rent Inclg CAM	Total Annual Rent Inclg CAM																
			From	To																									
											\$ 0.60																		
1W, 104	Vacant					1,024	2.07%																						
1W, 105	Vacant					1,060	2.15%																						
3W, 105-106	Vacant					1,536	3.11%																						
Total - Vacancies						3,620	7.33%																						
Total Suites-33 - 29 Suites Occupied		\$ 58,516.90				49,356	92.7%	\$ 65,158.01	\$ 781,896.12	\$ 1.42	\$ 25,639.20	\$ 90,797.21	\$ 1,089,566.52																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Summary - All Units</th> </tr> </thead> <tbody> <tr> <td>Occupied</td> <td align="right">45,736</td> <td align="right">92.7%</td> <td></td> </tr> <tr> <td>Vacant</td> <td align="right">3,620</td> <td align="right">7.3%</td> <td></td> </tr> <tr> <td>Total</td> <td align="right">49,356</td> <td align="right">100%</td> <td></td> </tr> </tbody> </table>														Summary - All Units				Occupied	45,736	92.7%		Vacant	3,620	7.3%		Total	49,356	100%	
Summary - All Units																													
Occupied	45,736	92.7%																											
Vacant	3,620	7.3%																											
Total	49,356	100%																											



Date: December 19, 2017

To: Board of Directors

Subject: Lease Renewal Agreement – Pathway Pharmaceuticals, Inc. - Las Palmas Medical Plaza Suite #1W-101

Staff recommendation: Consideration to approve the draft lease agreement for Pathway Pharmaceuticals, Inc. at the Las Palmas Medical Plaza.

Background:

- Pathway Pharmaceuticals, Inc. has been a long standing tenant of the Las Palmas Medical Plaza
- Pathway Pharmaceuticals, Inc. would like to renew a 5 year lease with base rent of \$1.45/sf.
- Pathway Pharmaceuticals, Inc. is currently reviewing the proposed lease agreement.
- Staff recommends approval of the draft lease agreement subject to Pathway Pharmaceuticals, Inc. approval.
- At the F&A Committee meeting on December 12th, the Committee recommended forwarding to the Board for full approval.
- Draft lease agreement is attached for your review.

Fiscal Impact:

Estimated revenue from Rent and CAMs for life of the lease - \$136,595

TABLE OF CONTENTS

		PAGE
Article 1	LEASE OF PREMISES.....	2
Article 2	DEFINITIONS.....	2
Article 3	EXHIBITS AND ADDENDA.....	3
Article 4	DELIVERY AND POSSESSION.....	3
Article 5	RENT.....	3
Article 6	INTEREST AND LATE CHARGES.....	5
Article 7	SECURITY DEPOSIT.....	5
Article 8	TENANT'S USE OF THE PREMISES.....	6
Article 9	SERVICES AND UTILITIES.....	6
Article 10	CONDITION OF THE PREMISES.....	7
Article 11	CONSTRUCTION, REPAIRS, AND MAINTENANCE.....	7
Article 12	ALTERATIONS AND ADDITIONS.....	8
Article 13	LEASEHOLD IMPROVEMENTS;TENANT'S PROPERTY.....	8
Article 14	RULES AND REGULATIONS.....	9
Article 15	CERTAIN RIGHTS RESERVED BY LANDLORD.....	9
Article 16	ASSIGNMENT AND SUBLETTING.....	9
Article 17	HOLDING OVER.....	10
Article 18	SURRENDER OF PREMISES.....	10
Article 19	DESTRUCTION OR DAMAGE.....	10
Article 20	EMINENT DOMAIN.....	11
Article 21	INDEMNIFICATION.....	11
Article 22	TENANT'S INSURANCE.....	12
Article 23	WAIVER OF SUBROGATION.....	12
Article 24	SUBORDINATION AND ATTORNMENT.....	12
Article 25	TENANT ESTOPPAL CERTIFICATES.....	13
Article 26	TRANSFER OF LANDLORD'S INTEREST.....	13
Article 27	DEFAULT.....	13
Article 28	BROKERAGE FEES.....	14
Article 29	NOTICES.....	14
Article 30	GOVERNMENT ENERGY OR UTILITY CONTROLS.....	15
Article 31	RELOCATION OF PREMISES.....	15
Article 32	QUIET ENJOYMENT.....	15
Article 33	OBSERVANCE OF LAW.....	15
Article 34	FORCE MAJEURE.....	15
Article 35	CURING TENANT'S DEFAULTS.....	15
Article 36	SIGN CONTROL.....	16
Article 37	MISCELLANEOUS.....	16

OFFICE BUILDING LEASE

This Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to as "Landlord", and Pathway Pharmaceuticals, Inc., referred to as "Tenant", and is dated January 1, 2018.

I. 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)*: \$ Eighteen Thousand, Five Hundred Thirteen Dollars and 60/100 (\$18,513.60) 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 1st, 2018.
- 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 31st, 2022, 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. 1W-101, Palm Springs, CA 92262
- h. *Monthly Installments of Base Rent (initial)*: One Thousand, Five Hundred Forty-Two and 80/100 Dollars (\$1,542.80) per month.
- i. *Project Operating Costs (CAMs)*: Currently Sixty Cents (\$.60) per square foot per month.
- j. *Tenant Improvement Allowance (TI)*: N/A.
- k. *Parking*: Tenant shall be permitted, to park 5 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 1064 square feet of Rentable Area, located in Building 1W and known as Suite 101.
- 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 One Thousand Six Hundred and Seventeen Dollars and 28/100 (\$1,617.28).

_____ District _____ Recipient

- p. *State*: the State of California.
- q. *Tenant's First Adjustment Date (Section 5)*: The first day of the calendar month following the Commencement Date plus 12 months.
- r. *Tenant's Proportionate Share*: 2.16%. 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)*: General office use consistent with and use the City may allow under the City of Palm Springs zoning, subject to Landlord's reasonable approval.
- t. *Term*: The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA.

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

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

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

4. DELIVERY OF POSSESSION.

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

5. RENT.

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

5.2 *Adjusted Base Rent*:

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

5.3 *Project Operating Costs (CAMs)*:

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

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

- (a.) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this lease or on the rent received under any other leases of space in the Building or Project, or (2) and license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transactions, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction

_____ District _____ Recipient

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

_____ District _____ Recipient

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, including fire sprinklers, if necessary, 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

_____ District _____ Recipient

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

_____ District _____ Recipient

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.

_____ District _____ Recipient

- 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.

_____ District _____ Recipient

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

_____ District _____ Recipient

connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or sub lettings or amendments or modifications to the Lease with assignees of tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereof and any such actions shall not relieve Tenant of liability under this Lease.
- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100 Dollars (\$150.00) plus any attorney's fees reasonably incurred by Landlord in connection with such act or request.

17. HOLDING OVER.

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

18. SURRENDER OF PREMISES.

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

19. DESTRUCTION OR DAMAGE.

- a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements, or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed with ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees, or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
- b. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this

_____ District _____ Recipient

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

_____ District _____ Recipient

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 coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. SUBORDINATION AND ATTORNMENT.

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

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

25. TENANT ESTOPPEL CERTIFICATE.

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord

_____ District _____ Recipient

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

_____ District _____ Recipient

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:

_____ District _____ Recipient

(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.

_____ District _____ Recipient

36. SIGN CONTROL.

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

37. MISCELLANEOUS.

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

_____ District _____ Recipient

- 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: Desert Healthcare District

Tenant: _____

dba: Las Palmas Medical Plaza

By: Herb K. Schultz

By: _____

Signature: _____

Signature: _____

Title: CEO

Title: _____

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

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

DRAFT

_____ District _____ Recipient

EXHIBIT "A"

RULES AND REGULATIONS

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

All approved signs or lettering on doors shall be printed, painted, affixed, or inscribed at the expense of Tenant by a person approved by Landlord outside the Premises; provided, however, that Landlord may furnish and install a Building standard 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.

_____ District _____ Recipient

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

Landlord's Initials

Tenant's Initials

DRAFT

ADDENDUM

Addendum to that certain Office Building Lease dated January 1, 2018 by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord and Pathway Pharmaceuticals, Inc., as Tenant for the property commonly known as Las Palmas Medical Plaza located at 555 E. Tachevah Drive, Palm Springs, CA 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, 2018
- 2. Expiration Date: December 31, 2022
- 3. Rent Schedule:

1/1/2018 – 12/31/2018	\$1,542.80	
1/1/2019 – 12/31/2019	\$1,589.08	Greater of 3% or CPI
1/1/2020 – 12/31/2020	\$1,636.76	Greater of 3% or CPI
1/1/2021 – 12/31/2021	\$1,685.86	Greater of 3% or CPI
1/1/2022 – 12/31/2022	\$1,736.43	Greater of 3% or CPI
- 4. CAMs: \$.60 per square foot.
- 5. Security Deposit: Carry over from previous lease in the amount of One Thousand Six Hundred and Seventeen Dollars and 28/100 (\$1,617.28).

The foregoing is hereby agreed to and accepted:

Date: _____

Date: _____

Landlord: Desert Healthcare District

Tenant: _____

dba: Las Palmas Medical Plaza

By: Herb K. Schultz

By: _____

Signature: _____

Signature: _____

Title: CEO

Title: _____



Date: December 19, 2017
To: Board of Directors
Subject: Review Benefits of the Board of Directors for California Healthcare Districts

Staff Recommendation:

- Discussion regarding benefits of the Board of Directors.

Background:

- At the June 27, 2017 Board of Director's meeting, Staff was directed to provide Director benefits information for other healthcare districts for review.
- At the December 12, 2017 F&A Committee, the Committee reviewed the benefits information and directed Staff to forward to the Board of Directors without recommendation for further discussion.

Discussion

- Staff has prepared a listing of Director benefits for all Health and Hospital District's from 2016 State Controller's Office data.
- The benefits for District Directors vary from District to District as follows:
 - a. 50 Districts provide no benefits
 - b. 13 Districts provide what appears to be a stipend (Wages)
 - Mean (\$1,910), Low (\$100), High (\$7,110)
 - c. 12 Districts provide Retirement and/or Health Costs
 - Mean (\$7,364), Low (\$125), High (\$26,873)
 - d. 4 Districts provide a combination of both stipend and Retirement/Health Costs
 - Mean (\$10,657), Low (\$1,316), High (\$31,819)
 - e. Desert Healthcare District Board of Directors
 - Mean (\$15,000), Low (\$125) High (\$26,873)

Healthcare and Hospital District Director Benefits
(Data Source - 2016 SCO)

Entity Name	Total Wages	Total Retirement and Health Cost	Total Compensation
Alta Hospital District	\$ -	\$ -	\$ -
Alta Hospital District	\$ -	\$ -	\$ -
Alta Hospital District	\$ -	\$ -	\$ -
Alta Hospital District	\$ -	\$ -	\$ -
Alta Hospital District	\$ -	\$ -	\$ -
Avenal Healthcare District	\$ -	\$ -	\$ -
Avenal Healthcare District	\$ -	\$ -	\$ -
Avenal Healthcare District	\$ -	\$ -	\$ -
Avenal Healthcare District	\$ -	\$ -	\$ -
Beach Cities Health District	\$ -	\$ -	\$ -
Beach Cities Health District	\$ -	\$ -	\$ -
Beach Cities Health District	\$ -	\$ -	\$ -
Beach Cities Health District	\$ -	\$ -	\$ -
Beach Cities Health District	\$ -	\$ -	\$ -
Bear Valley Community Healthcare District	\$ 1,900.00	\$ -	\$ 1,900.00
Bear Valley Community Healthcare District	\$ 1,900.00	\$ -	\$ 1,900.00
Bear Valley Community Healthcare District	\$ 2,300.00	\$ -	\$ 2,300.00
Bear Valley Community Healthcare District	\$ 3,400.00	\$ -	\$ 3,400.00
Bear Valley Community Healthcare District	\$ 100.00	\$ -	\$ 100.00
Bear Valley Community Healthcare District	\$ 1,900.00	\$ -	\$ 1,900.00
Biggs-Gridley Hospital Agency	\$ -	\$ -	\$ -
Biggs-Gridley Hospital Agency	\$ -	\$ -	\$ -
Biggs-Gridley Hospital Agency	\$ -	\$ -	\$ -
Biggs-Gridley Hospital Agency	\$ -	\$ -	\$ -
Biggs-Gridley Hospital Agency	\$ -	\$ -	\$ -
Bloss Memorial Healthcare District	\$ -	\$ -	\$ -
Bloss Memorial Healthcare District	\$ -	\$ -	\$ -
Bloss Memorial Healthcare District	\$ -	\$ -	\$ -
Bloss Memorial Healthcare District	\$ -	\$ -	\$ -
Bloss Memorial Healthcare District	\$ -	\$ -	\$ -
Chowchilla Memorial Healthcare District	\$ -	\$ -	\$ -
Chowchilla Memorial Healthcare District	\$ -	\$ -	\$ -
Chowchilla Memorial Healthcare District	\$ -	\$ -	\$ -
Chowchilla Memorial Healthcare District	\$ -	\$ -	\$ -
Chowchilla Memorial Healthcare District	\$ -	\$ -	\$ -
Chowchilla Memorial Healthcare District	\$ -	\$ -	\$ -
City of Alameda Health Care District	\$ 600.00	\$ -	\$ 600.00
City of Alameda Health Care District	\$ 800.00	\$ -	\$ 800.00
City of Alameda Health Care District	\$ 800.00	\$ -	\$ 800.00
Cloverdale Health Care District	\$ -	\$ -	\$ -
Cloverdale Health Care District	\$ -	\$ -	\$ -
Cloverdale Health Care District	\$ -	\$ -	\$ -
Cloverdale Health Care District	\$ -	\$ -	\$ -
Cloverdale Health Care District	\$ -	\$ -	\$ -
Corning Health Care District	\$ -	\$ -	\$ -
Corning Health Care District	\$ -	\$ -	\$ -
Corning Health Care District	\$ -	\$ -	\$ -
Corning Health Care District	\$ -	\$ -	\$ -
Corning Health Care District	\$ -	\$ -	\$ -
Desert Healthcare District	\$ -	\$ 10,123.00	\$ 10,123.00
Desert Healthcare District	\$ -	\$ 125.00	\$ 125.00
Desert Healthcare District	\$ -	\$ 24,817.00	\$ 24,817.00
Desert Healthcare District	\$ -	\$ 26,873.00	\$ 26,873.00
Desert Healthcare District	\$ -	\$ 13,081.00	\$ 13,081.00
East Kern Health Care District	\$ -	\$ -	\$ -
East Kern Health Care District	\$ -	\$ -	\$ -
East Kern Health Care District	\$ -	\$ -	\$ -
East Kern Health Care District	\$ -	\$ -	\$ -
East Kern Health Care District	\$ -	\$ -	\$ -
Eastern Plumas Health Care District	\$ -	\$ -	\$ -

Healthcare and Hospital District Director Benefits
(Data Source - 2016 SCO)

Entity Name	Total Wages	Total Retirement and Health Cost	Total Compensation
Eastern Plumas Health Care District	\$ -	\$ -	\$ -
Eastern Plumas Health Care District	\$ -	\$ -	\$ -
Eastern Plumas Health Care District	\$ -	\$ -	\$ -
Eastern Plumas Health Care District	\$ -	\$ -	\$ -
Eden Township Healthcare District	\$ 1,400.00	\$ -	\$ 1,400.00
Eden Township Healthcare District	\$ 1,700.00	\$ -	\$ 1,700.00
Eden Township Healthcare District	\$ 500.00	\$ -	\$ 500.00
Eden Township Healthcare District	\$ 2,000.00	\$ -	\$ 2,000.00
Eden Township Healthcare District	\$ 1,400.00	\$ -	\$ 1,400.00
El Camino Hospital District	\$ -	\$ -	\$ -
El Camino Hospital District	\$ -	\$ -	\$ -
El Camino Hospital District	\$ -	\$ -	\$ -
El Camino Hospital District	\$ -	\$ -	\$ -
El Camino Hospital District	\$ -	\$ -	\$ -
Fallbrook Healthcare District	\$ 2,100.00	\$ -	\$ 2,100.00
Fallbrook Healthcare District	\$ 3,000.00	\$ -	\$ 3,000.00
Fallbrook Healthcare District	\$ 2,100.00	\$ -	\$ 2,100.00
Fallbrook Healthcare District	\$ 4,400.00	\$ -	\$ 4,400.00
Fallbrook Healthcare District	\$ 5,300.00	\$ -	\$ 5,300.00
Grossmont Healthcare District	\$ 5,555.00	\$ 14,186.00	\$ 19,741.00
Grossmont Healthcare District	\$ 5,555.00	\$ 25,128.00	\$ 30,683.00
Grossmont Healthcare District	\$ 5,555.00	\$ 26,294.00	\$ 31,849.00
Grossmont Healthcare District	\$ 55.00	\$ -	\$ 55.00
Grossmont Healthcare District	\$ 5,555.00	\$ 13,021.00	\$ 18,576.00
Grossmont Healthcare District	\$ 5,127.00	\$ 7,022.00	\$ 12,149.00
Grossmont Healthcare District	\$ 200.00	\$ -	\$ 200.00
Grossmont Healthcare District	\$ 1,300.00	\$ -	\$ 1,300.00
Grossmont Healthcare District	\$ 600.00	\$ -	\$ 600.00
Grossmont Healthcare District	\$ 1,700.00	\$ -	\$ 1,700.00
Heffernan Memorial Healthcare District	\$ -	\$ -	\$ -
Heffernan Memorial Healthcare District	\$ -	\$ -	\$ -
Hi-Desert Memorial Hospital District	\$ -	\$ -	\$ -
Hi-Desert Memorial Hospital District	\$ -	\$ -	\$ -
Hi-Desert Memorial Hospital District	\$ -	\$ -	\$ -
Hi-Desert Memorial Hospital District	\$ -	\$ -	\$ -
Hi-Desert Memorial Hospital District	\$ -	\$ -	\$ -
Indian Valley Hospital District	\$ -	\$ -	\$ -
Indian Valley Hospital District	\$ -	\$ -	\$ -
Indian Valley Hospital District	\$ -	\$ -	\$ -
Indian Valley Hospital District	\$ -	\$ -	\$ -
Inland Empire Health Plan	\$ -	\$ 12,245.00	\$ 12,245.00
Inland Empire Health Plan	\$ -	\$ -	\$ -
Inland Empire Health Plan	\$ -	\$ -	\$ -
Inland Empire Health Plan	\$ -	\$ -	\$ -
Inland Empire Health Plan	\$ -	\$ -	\$ -
Inland Empire Health Plan	\$ -	\$ -	\$ -
Inland Empire Health Plan	\$ -	\$ -	\$ -
John C. Fremont Healthcare District	\$ 1,100.00	\$ -	\$ 1,100.00
John C. Fremont Healthcare District	\$ 1,100.00	\$ -	\$ 1,100.00
John C. Fremont Healthcare District	\$ 1,100.00	\$ -	\$ 1,100.00
John C. Fremont Healthcare District	\$ 1,100.00	\$ -	\$ 1,100.00
John C. Fremont Healthcare District	\$ 1,100.00	\$ -	\$ 1,100.00
Kaweah Delta Health Care District	\$ 1,700.00	\$ -	\$ 1,700.00
Kaweah Delta Health Care District	\$ 4,600.00	\$ -	\$ 4,600.00
Kaweah Delta Health Care District	\$ 2,600.00	\$ -	\$ 2,600.00
Kaweah Delta Health Care District	\$ 2,800.00	\$ -	\$ 2,800.00
Kaweah Delta Health Care District	\$ 3,200.00	\$ -	\$ 3,200.00
Kern Valley Hospital District	\$ -	\$ 5,799.00	\$ 5,799.00
Kern Valley Hospital District	\$ -	\$ -	\$ -
Kern Valley Hospital District	\$ -	\$ 23,469.00	\$ 23,469.00

Healthcare and Hospital District Director Benefits
(Data Source - 2016 SCO)

Entity Name	Total Wages	Total Retirement and Health Cost	Total Compensation
Kern Valley Hospital District	\$ -	\$ 401.00	\$ 401.00
Kern Valley Hospital District	\$ -	\$ 10,397.00	\$ 10,397.00
Last Frontier Health District	\$ -	\$ -	\$ -
Last Frontier Health District	\$ -	\$ -	\$ -
Last Frontier Health District	\$ -	\$ -	\$ -
Last Frontier Health District	\$ -	\$ -	\$ -
Last Frontier Health District	\$ -	\$ -	\$ -
Lindsay Local Hospital District	\$ -	\$ -	\$ -
Lindsay Local Hospital District	\$ -	\$ -	\$ -
Lindsay Local Hospital District	\$ -	\$ -	\$ -
Lindsay Local Hospital District	\$ -	\$ -	\$ -
Lindsay Local Hospital District	\$ -	\$ -	\$ -
Lompoc Hospital District	\$ -	\$ 464.00	\$ 464.00
Lompoc Hospital District	\$ -	\$ 14,092.00	\$ 14,092.00
Lompoc Hospital District	\$ -	\$ 11,073.00	\$ 11,073.00
Lompoc Hospital District	\$ -	\$ 11,087.00	\$ 11,087.00
Lompoc Hospital District	\$ -	\$ -	\$ -
Los Medanos Community Healthcare District	\$ -	\$ -	\$ -
Los Medanos Community Healthcare District	\$ -	\$ -	\$ -
Los Medanos Community Healthcare District	\$ -	\$ -	\$ -
Los Medanos Community Healthcare District	\$ -	\$ -	\$ -
Los Medanos Community Healthcare District	\$ -	\$ -	\$ -
Marin Healthcare District	\$ 2,200.00	\$ -	\$ 2,200.00
Marin Healthcare District	\$ 1,800.00	\$ -	\$ 1,800.00
Marin Healthcare District	\$ 2,200.00	\$ -	\$ 2,200.00
Marin Healthcare District	\$ 1,700.00	\$ -	\$ 1,700.00
Marin Healthcare District	\$ 2,100.00	\$ -	\$ 2,100.00
Mark Twain Hospital District	\$ -	\$ -	\$ -
Mark Twain Hospital District	\$ -	\$ -	\$ -
Mark Twain Hospital District	\$ -	\$ -	\$ -
Mark Twain Hospital District	\$ -	\$ -	\$ -
Mark Twain Hospital District	\$ -	\$ -	\$ -
Mayers Memorial Hospital District	\$ -	\$ 11,265.00	\$ 11,265.00
Mayers Memorial Hospital District	\$ -	\$ 11,265.00	\$ 11,265.00
Mayers Memorial Hospital District	\$ -	\$ -	\$ -
Mayers Memorial Hospital District	\$ -	\$ -	\$ -
Mayers Memorial Hospital District	\$ -	\$ -	\$ -
Mendocino Coast Hospital District	\$ -	\$ 15,592.00	\$ 15,592.00
Mendocino Coast Hospital District	\$ -	\$ 15,592.00	\$ 15,592.00
Mendocino Coast Hospital District	\$ -	\$ 7,886.00	\$ 7,886.00
Mendocino Coast Hospital District	\$ -	\$ 20,626.00	\$ 20,626.00
Mendocino Coast Hospital District	\$ -	\$ 7,886.00	\$ 7,886.00
Muroc Hospital District	\$ -	\$ -	\$ -
Muroc Hospital District	\$ -	\$ -	\$ -
Muroc Hospital District	\$ -	\$ -	\$ -
Muroc Hospital District	\$ -	\$ -	\$ -
North Kern-South Tulare Hospital District	\$ 600.00	\$ 58.00	\$ 658.00
North Kern-South Tulare Hospital District	\$ 1,200.00	\$ 116.00	\$ 1,316.00
North Kern-South Tulare Hospital District	\$ 1,200.00	\$ 116.00	\$ 1,316.00
North Kern-South Tulare Hospital District	\$ 1,200.00	\$ 116.00	\$ 1,316.00
North Kern-South Tulare Hospital District	\$ 1,200.00	\$ 116.00	\$ 1,316.00
North Kern-South Tulare Hospital District	\$ 400.00	\$ 39.00	\$ 439.00
North Sonoma County Healthcare District	\$ -	\$ -	\$ -
North Sonoma County Healthcare District	\$ -	\$ -	\$ -
North Sonoma County Healthcare District	\$ -	\$ -	\$ -
North Sonoma County Healthcare District	\$ -	\$ -	\$ -
Northern Inyo County Local Hospital District	\$ -	\$ -	\$ -
Northern Inyo County Local Hospital District	\$ -	\$ -	\$ -
Northern Inyo County Local Hospital District	\$ -	\$ -	\$ -
Northern Inyo County Local Hospital District	\$ -	\$ -	\$ -

Healthcare and Hospital District Director Benefits
(Data Source - 2016 SCO)

Entity Name	Total Wages	Total Retirement and Health Cost	Total Compensation
Oak Valley Hospital District	\$ -	\$ 13,080.00	\$ 13,080.00
Oak Valley Hospital District	\$ -	\$ 7,428.00	\$ 7,428.00
Oak Valley Hospital District	\$ -	\$ 13,068.00	\$ 13,068.00
Oak Valley Hospital District	\$ -	\$ -	\$ -
Oak Valley Hospital District	\$ -	\$ -	\$ -
Palm Drive Health Care District	\$ -	\$ -	\$ -
Palm Drive Health Care District	\$ -	\$ -	\$ -
Palm Drive Health Care District	\$ -	\$ -	\$ -
Palm Drive Health Care District	\$ -	\$ -	\$ -
Palm Drive Health Care District	\$ -	\$ -	\$ -
Palo Verde Health Care District	\$ -	\$ -	\$ -
Palo Verde Health Care District	\$ -	\$ -	\$ -
Palo Verde Health Care District	\$ -	\$ -	\$ -
Palo Verde Health Care District	\$ -	\$ -	\$ -
Palo Verde Health Care District	\$ -	\$ -	\$ -
Palomar Health District	\$ 6,989.00	\$ 1,168.00	\$ 8,157.00
Palomar Health District	\$ -	\$ -	\$ -
Palomar Health District	\$ 7,189.00	\$ 15,876.00	\$ 23,065.00
Palomar Health District	\$ -	\$ -	\$ -
Palomar Health District	\$ 5,500.00	\$ 20,868.00	\$ 26,368.00
Palomar Health District	\$ 5,500.00	\$ 6,688.00	\$ 12,188.00
Palomar Health District	\$ -	\$ -	\$ -
Palomar Health District	\$ 6,000.00	\$ 20,868.00	\$ 26,868.00
Palomar Health District	\$ -	\$ -	\$ -
Peninsula Health Care District	\$ -	\$ -	\$ -
Peninsula Health Care District	\$ -	\$ -	\$ -
Peninsula Health Care District	\$ -	\$ -	\$ -
Peninsula Health Care District	\$ -	\$ -	\$ -
Petaluma Health Care District	\$ -	\$ 4,708.00	\$ 4,708.00
Petaluma Health Care District	\$ -	\$ -	\$ -
Petaluma Health Care District	\$ -	\$ 4,136.00	\$ 4,136.00
Petaluma Health Care District	\$ -	\$ -	\$ -
Petaluma Health Care District	\$ -	\$ 3,616.00	\$ 3,616.00
Petaluma Health Care District	\$ -	\$ 5,726.00	\$ 5,726.00
Pioneers Memorial Hospital District	\$ -	\$ -	\$ -
Pioneers Memorial Hospital District	\$ -	\$ -	\$ -
Pioneers Memorial Hospital District	\$ -	\$ -	\$ -
Pioneers Memorial Hospital District	\$ -	\$ -	\$ -
Plumas Hospital District	\$ -	\$ 6,378.00	\$ 6,378.00
Plumas Hospital District	\$ -	\$ -	\$ -
Plumas Hospital District	\$ -	\$ -	\$ -
Plumas Hospital District	\$ -	\$ -	\$ -
Plumas Hospital District	\$ -	\$ -	\$ -
Redbud Healthcare District	\$ 1,400.00	\$ -	\$ 1,400.00
Redbud Healthcare District	\$ 1,400.00	\$ -	\$ 1,400.00
Redbud Healthcare District	\$ 1,100.00	\$ -	\$ 1,100.00
Redbud Healthcare District	\$ 1,000.00	\$ -	\$ 1,000.00
Redbud Healthcare District	\$ 100.00	\$ -	\$ 100.00
Redbud Healthcare District	\$ 1,400.00	\$ -	\$ 1,400.00
Salinas Valley Memorial Healthcare District	\$ -	\$ -	\$ -
Salinas Valley Memorial Healthcare District	\$ -	\$ -	\$ -
Salinas Valley Memorial Healthcare District	\$ -	\$ -	\$ -
Salinas Valley Memorial Healthcare District	\$ -	\$ -	\$ -
Salinas Valley Memorial Healthcare District	\$ -	\$ -	\$ -
San Benito Health Care District	\$ -	\$ 2,022.00	\$ 2,022.00
San Benito Health Care District	\$ -	\$ 1,938.00	\$ 1,938.00
San Benito Health Care District	\$ -	\$ 2,022.00	\$ 2,022.00
San Benito Health Care District	\$ -	\$ 22,244.00	\$ 22,244.00
San Benito Health Care District	\$ -	\$ 24,267.00	\$ 24,267.00
San Benito Health Care District	\$ -	\$ 23,257.00	\$ 23,257.00

Healthcare and Hospital District Director Benefits
(Data Source - 2016 SCO)

Entity Name	Total Wages	Total Retirement and Health Cost	Total Compensation
San Benito Health Care District	\$ -	\$ 22,244.00	\$ 22,244.00
San Benito Health Care District	\$ -	\$ -	\$ -
San Bernardino Mountains Community Hospital District	\$ -	\$ -	\$ -
San Bernardino Mountains Community Hospital District	\$ -	\$ 9,186.00	\$ 9,186.00
San Bernardino Mountains Community Hospital District	\$ -	\$ -	\$ -
San Bernardino Mountains Community Hospital District	\$ -	\$ -	\$ -
San Geronio Memorial Healthcare District	\$ 2,500.00	\$ -	\$ 2,500.00
San Geronio Memorial Healthcare District	\$ 4,900.00	\$ -	\$ 4,900.00
San Geronio Memorial Healthcare District	\$ 3,400.00	\$ -	\$ 3,400.00
San Geronio Memorial Healthcare District	\$ 1,700.00	\$ -	\$ 1,700.00
San Geronio Memorial Healthcare District	\$ 1,400.00	\$ -	\$ 1,400.00
San Geronio Memorial Healthcare District	\$ 4,000.00	\$ -	\$ 4,000.00
Selma Health Care District	\$ -	\$ -	\$ -
Selma Health Care District	\$ -	\$ -	\$ -
Selma Health Care District	\$ -	\$ -	\$ -
Selma Health Care District	\$ -	\$ -	\$ -
Selma Health Care District	\$ -	\$ -	\$ -
Seneca Hospital District	\$ -	\$ -	\$ -
Seneca Hospital District	\$ -	\$ -	\$ -
Seneca Hospital District	\$ -	\$ -	\$ -
Seneca Hospital District	\$ -	\$ -	\$ -
Sequoia Healthcare District	\$ -	\$ 11,884.00	\$ 11,884.00
Sequoia Healthcare District	\$ -	\$ 15,600.00	\$ 15,600.00
Sequoia Healthcare District	\$ -	\$ 9,204.00	\$ 9,204.00
Sequoia Healthcare District	\$ -	\$ 8,325.00	\$ 8,325.00
Sequoia Healthcare District	\$ -	\$ 10,640.00	\$ 10,640.00
Sierra Valley Hospital District	\$ -	\$ -	\$ -
Sierra Valley Hospital District	\$ -	\$ -	\$ -
Sierra Valley Hospital District	\$ -	\$ -	\$ -
Sierra View Local Health Care District	\$ -	\$ 11,216.00	\$ 11,216.00
Sierra View Local Health Care District	\$ -	\$ -	\$ -
Sierra View Local Health Care District	\$ -	\$ 23,420.00	\$ 23,420.00
Sierra View Local Health Care District	\$ -	\$ 1,125.00	\$ 1,125.00
Sierra View Local Health Care District	\$ -	\$ -	\$ -
Sierra-Kings Hospital District	\$ -	\$ -	\$ -
Sierra-Kings Hospital District	\$ -	\$ -	\$ -
Sierra-Kings Hospital District	\$ -	\$ -	\$ -
Sierra-Kings Hospital District	\$ -	\$ -	\$ -
Soledad Community Health Care District	\$ -	\$ -	\$ -
Soledad Community Health Care District	\$ -	\$ -	\$ -
Soledad Community Health Care District	\$ -	\$ -	\$ -
Soledad Community Health Care District	\$ -	\$ -	\$ -
Soledad Community Health Care District	\$ -	\$ -	\$ -
Sonoma Valley Healthcare District	\$ -	\$ -	\$ -
Sonoma Valley Healthcare District	\$ -	\$ -	\$ -
Sonoma Valley Healthcare District	\$ -	\$ -	\$ -
Sonoma Valley Healthcare District	\$ -	\$ -	\$ -
Sonoma Valley Healthcare District	\$ -	\$ -	\$ -
Southern Humboldt Community Healthcare District	\$ -	\$ -	\$ -
Southern Humboldt Community Healthcare District	\$ -	\$ -	\$ -
Southern Humboldt Community Healthcare District	\$ -	\$ -	\$ -
Southern Humboldt Community Healthcare District	\$ -	\$ -	\$ -
Southern Humboldt Community Healthcare District	\$ -	\$ -	\$ -
Southern Inyo Healthcare District	\$ -	\$ -	\$ -
Southern Inyo Healthcare District	\$ -	\$ -	\$ -
Southern Inyo Healthcare District	\$ -	\$ -	\$ -
Southern Inyo Healthcare District	\$ -	\$ -	\$ -
Southern Inyo Healthcare District	\$ -	\$ -	\$ -
Southern Mono Health Care District	\$ 1,700.00	\$ -	\$ 1,700.00
Southern Mono Health Care District	\$ 1,300.00	\$ -	\$ 1,300.00

Healthcare and Hospital District Director Benefits
(Data Source - 2016 SCO)

Entity Name	Total Wages	Total Retirement and Health Cost	Total Compensation
Southern Mono Health Care District	\$ 100.00	\$ -	\$ 100.00
Southern Mono Health Care District	\$ 1,700.00	\$ -	\$ 1,700.00
Southern Mono Health Care District	\$ 1,500.00	\$ -	\$ 1,500.00
Southwest Healthcare District	\$ -	\$ -	\$ -
Southwest Healthcare District	\$ -	\$ -	\$ -
Southwest Healthcare District	\$ -	\$ -	\$ -
Southwest Healthcare District	\$ -	\$ -	\$ -
Surprise Valley Hospital District	\$ -	\$ -	\$ -
Surprise Valley Hospital District	\$ -	\$ -	\$ -
Surprise Valley Hospital District	\$ -	\$ -	\$ -
Surprise Valley Hospital District	\$ -	\$ -	\$ -
Tahoe Forest Hospital District	\$ 4,000.00	\$ -	\$ 4,000.00
Tahoe Forest Hospital District	\$ 4,100.00	\$ -	\$ 4,100.00
Tahoe Forest Hospital District	\$ 14,923.00	\$ -	\$ 14,923.00
Tahoe Forest Hospital District	\$ 3,800.00	\$ -	\$ 3,800.00
Tahoe Forest Hospital District	\$ 4,300.00	\$ -	\$ 4,300.00
Tehachapi Valley Healthcare District	\$ 3,800.00	\$ -	\$ 3,800.00
Tehachapi Valley Healthcare District	\$ 2,858.00	\$ -	\$ 2,858.00
Tri-City Hospital District	\$ 4,700.00	\$ 15,258.00	\$ 19,958.00
Tri-City Hospital District	\$ 5,400.00	\$ 6,323.00	\$ 11,723.00
Tri-City Hospital District	\$ 5,400.00	\$ 8,064.00	\$ 13,464.00
Tri-City Hospital District	\$ 4,600.00	\$ 1,148.00	\$ 5,748.00
Tri-City Hospital District	\$ 4,800.00	\$ 1,148.00	\$ 5,948.00
Tri-City Hospital District	\$ 4,200.00	\$ 1,148.00	\$ 5,348.00
Tri-City Hospital District	\$ 200.00	\$ -	\$ 200.00
Tri-City Hospital District	\$ -	\$ 15,258.00	\$ 15,258.00
Tri-City Hospital District	\$ -	\$ 21,820.00	\$ 21,820.00
Tri-City Hospital District	\$ 4,600.00	\$ 8,064.00	\$ 12,664.00
Tri-City Hospital District	\$ -	\$ 8,064.00	\$ 8,064.00
Tulare Local Healthcare District	\$ -	\$ -	\$ -
Tulare Local Healthcare District	\$ -	\$ -	\$ -
Tulare Local Healthcare District	\$ -	\$ -	\$ -
Tulare Local Healthcare District	\$ -	\$ -	\$ -
Washington Township Health Care District	\$ -	\$ 18,408.00	\$ 18,408.00
Washington Township Health Care District	\$ -	\$ 18,408.00	\$ 18,408.00
Washington Township Health Care District	\$ -	\$ 18,408.00	\$ 18,408.00
West Contra Costa Healthcare District	\$ -	\$ -	\$ -
West Contra Costa Healthcare District	\$ -	\$ -	\$ -
West Contra Costa Healthcare District	\$ -	\$ -	\$ -
West Contra Costa Healthcare District	\$ -	\$ -	\$ -
West Side Community Healthcare District	\$ -	\$ -	\$ -
West Side Community Healthcare District	\$ -	\$ -	\$ -
West Side Community Healthcare District	\$ -	\$ -	\$ -
West Side Community Healthcare District	\$ -	\$ -	\$ -
West Side Community Healthcare District	\$ -	\$ -	\$ -

	For those Districts who provide benefits	Total Wages	Total Retirement and Health Cost	Those who provide combination
	Mean	\$ 1,910	\$ 7,364	\$ 10,657
	Low	\$ 100	\$ 125	\$ 1,316
	High	\$ 7,110	\$ 26,873	\$ 31,849