

HEFFERNAN MEMORIAL



HEALTHCARE DISTRICT

President
Gloria Romo
Vice-President
Rodolfo Valdez
Treasurer
Gloria Grijalva
Secretary
Norma M. Apodaca
Trustee
Hector Martinez

601 HEBER AVE.
CALEXICO, CALIFORNIA 92231

Executive District
Manager
Tomas Virgen

NOTICE OF REGULAR MEETING
ON
Wednesday, April 3, 2019

General Counsel
Eduardo Rivera

Board Clerk
Brenda Ryan

THE BOARD OF DIRECTORS OF HEFFERNAN MEMORIAL HEALTHCARE DISTRICT
WILL CONDUCT A
REGULAR MEETING

THE MEETING WILL BEGIN AT
5:30 P.M
A T
THE BOARD'S REGULAR MEETING PLACE
601 HEBER AVE.
CALEXICO, CA. 92231

AGENDA

1. CALL TO ORDER
2. ROLL CALL-DETERMINATION OF QUORUM
3. PLEDGE OF ALLEGIANCE
4. CONSIDER APPROVAL OF AGENDA:
In the case of an emergency, item may be added to the Agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage, a crippling disaster, or other activity that severely imperils public health, safety, or both. Also, items that arise after the posting of the agenda may be added by a 2/3 vote of the Board. Items on the agenda may be taken out of sequential order as their priority is determined by the Board of Directors. The Board may take action on any item appearing on the agenda.
5. PUBLIC COMMENT TIME:

Public comment time on items not appearing on the agenda will be limited to 5 minutes per person and 15 minutes per subject. The Board may find it necessary to limit total time allowable for all public comment on items not appearing on the agenda at any one meeting to one hour. Persons desiring longer public comment time and/or action on specific items shall contact the Secretary and request that the item be placed on the agenda for the next regular meeting.

6. **REPORTS ON MEETING AND EVENTS ATTENDED BY DIRECTORS, AND AUTHORIZATION FOR DIRECTOR ATTENDANCE AT UPCOMING MEETINGS AND EVENTS/DIRECTORS COMMENTS:**
 - a. Brief reports by Directors on meetings and event attended. Schedule of upcoming Board meetings and events.
7. **COMMENTS BY PROMOTION AND PUBLIC RELATIONS TONY PIMENTEL**
8. **COMMENTS BY EXECUTIVE DISTRICT MANAGER TOMAS VIRGEN**
9. **COMMENTS BY GENERAL COUNSEL EDUARDO RIVERA**
10. **INFORMATION ITEMS:**
 - a. Pool Program
11. **DISCUSSION AND/OR ACTION ITEMS:**
 - a. Discussion and/or action on the Sure Helpline Crisis Center.
 - b. Discussion and/or action on Tony Pimentel's contract as District Publicist.
12. **ITEMS FOR FUTURE AGENDAS:**

This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming Board meetings and/or identify press release opportunities.
13. **CLOSED SESSION:**
 - a. Pursuant to Resolution No. 2010-3 adopted by this Board on June 8, 2010, Health & Safety Code Section 32106 (b), deliberation and possible action as a trade secret regarding a possible arrangement with third party concerning off-site medical diagnoses and treatment.
 1. PMH
14. **ADJOURNMENT:**
 - a. Regular Board meetings are held on the first and third Wednesday of each month.
 - b. The next regular meeting of the Board will be held at 5:30 P.M., April 17, 2019.
 - c. The agenda package and material related to an agenda item submitted after the packet's distribution to the Board are available for public review in the lobby of the District office during normal business hours.

POSTING STATEMENT

A copy of the agenda was posted March 31, 2019 at 601 Heber Avenue, Calexico, California 92231. Pursuant to CA Government code 54957.5, disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 72 hours prior to this meeting are available for public inspection at the District Administrative Office, 601 Heber Avenue, Calexico, CA.

NOTICE In compliance with the Americans with Disabilities Act, any individuals requesting special accommodations to attend and/or participate in District Board meetings may contact the District at (760)357-6522. Notifications 48 hours prior to the meeting will enable the District to make reasonable accommodations.



Sure Helpline Crisis Center

210 Wake Ave Suite B. El Centro, CA 92243 (760)352-7878 (760)352-7874
101 N. Lake Ave Suite A. Calipatria, CA 92233 (760)354-2121 (760)354-2122
24-Hour Crisis Line (760) 352-7873 Rape Crisis Line: (760) 352-7273
Toll Free (877) 780-7776 Fax: (760)352-7875
www.surehelplinecrisiscenter.com

Heber County

January 28, 2019

Dear Gloria Romo,

On behalf of the Sure Helpline Crisis Center staff and Board of Directors, I am pleased to inform you that you will be honored as one of The Imperial County's Recipients for The Leadership Inspiration Award of the Year 2019. Sure Helpline Crisis Center recognized you, because you have made outstanding contributions to our Valley communities, because you are demonstrating leadership and inspiring others in the Valley, and because you have contributed to family values through your life, work, and activities. We will need you to provide us with information about you on such accomplishments for our program, you are welcome to proof read the information before our program is printed. We would like to take this time to congratulate you on your award and thank you for all you do in our community!

The Leadership Inspirational Award honorees will be recognized at the Sure Helpline Benefit to Benefit Dinner Gala Event on Friday, April 12, 2019 at Lohoo Club Restaurant, 1111 Yourman Rd. in Heber, CA. Doors will open at 6:00 p.m. and dinner will be served at 7:00 p.m.

You will, of course, be a Sure Helpline Crisis Center honorary guest. We would be delighted if you wish to be accompanied by members of your family, friends, or business associates. We are selling tickets for the dinner at the cost of \$65.00 per person or \$120.00 per couple. Seating is limited so please have your guest RSVP and purchase tickets by Monday April 8, 2019. Tickets can be purchased at our organization's main office located at 210 Wake Ave Ste B, in El Centro.

A complete table of 10 may be reserved if payment of \$575.00 is paid in full by April 8, 2019 with the list of names of your invited guests.

One of the highlights of our year is to honor the outstanding Men and Women of the Year who have made our Valley communities a great place to live! Please RSVP to the number below if you will be attending the dinner. We look forward to seeing you on April 12th.

If you have any question or concerns, please feel free to call me Monday - Friday from 8:00 a.m. to 5:00 p.m. at (760) 352-7878.

Sincerely,

Margaret Sauza,
Executive Director



**This Agreement between Jose A. Pimentel (Firm)
P.O. Box 1537, Heber, California 92249 and**

**Heffernan Memorial Healthcare District (Client HMHD)
601 Heber Avenue
Calexico, California 92231**

HMHD specifies the services for which the Client engages Firm and the terms and conditions of the engagement.

Client and Firm understand and agree that:

- 1. Client engages and retains Firm as Client's Consultant for Public Relations and other related marketing services for ONE year. Starting February 9, 2019 and ending February 9, 2020.**
- 2. To promote quality workmanship and on-time performance by the Firm, Client will provide Firm on a timely basis with the information and materials necessary for Firm to perform the services specified in this Agreement and generally to carry out the projects. The basic fee (as defined in paragraph 3 below) is premised on all the Firm's work being performed during a normal week and normal business hours, e.g. Monday through Friday (except legal holidays), from 9:00 a.m. to 5:00 p.m. Delays may cause production over-time, additional costs and expenses arising out of delays caused by Clients will be borne by Client and Client will pay them upon invoice. All additional fees require prior approval by Client. The Firm will recommend vendors and related service providers (media) to complement the PR and marketing needs of the Client.**

The firm will direct the protocol during all HMHD public events (when necessary) and will accompany the President or Vice president to all public events when required. The Firm will issue a Press release related to any event that requires that promotion. The Firm will work as a liaison with certain Public organization to provide the HMHD with appointments and meetings and also for the 4 levels of government when required. The firm will coordinate any issues with the Wellness Parks and relate the issues to the proper agency.

Services to perform:

Services included:

- * Production and logistics of TV Promos, Scripts, Ads and Video-Segments.**
- * Management of HMHD Web Site: (agendas, minutes, videos, multimediamedia)**
- * Marketing, Promotion and support of any new programs and services by HMHD.**
- * New Directors Media kit: Photography, press release.**
- * Events Management**
- * Meetings Coordination**
- * Protocol Management * Speaking Opportunities**
- * Visual Presentations**
- * Power point presentations and multimedia**
- * Government Relations**
- * Media Contacts**
- * Special Events Coordination**

- * News & Media Monitoring
- * Copywriting * Public Relations Campaigns
- * Web Design and logos.
- * Community Events Liaison
- * Bi-National Programs Coordination
- * Public & Private Organizations Liaison
- * Marketing Operations
- * Graphic design of marketing materials
- * Distribution of Printed Media**
- * Booth setup and management**
- * Promotional Branding Supplies**
- * Awards & Recognition Supplies**

Services, costs and fees not included that must be paid by Client.

Cost of any materials, extra staff labor, supplies, products, tax and shipping are not included and will be invoiced by the next working day. Payment must be made within 5 working days of these services and products.

The following are not included and must be paid by the Client:

Website fees: All fees, renewals and any other related fees.

Website hosting, domain fee, SSL web certificates, web storage, web daily maintenance and monitoring services. E-mail services.

All printed media (copies, fliers, business cards, badges, booklets, postcards, CD's, Posters, Banners, reports, and any other printed material not specified here).

Media Advertising (Newspaper fees, Television fees, Radio fees, Internet Advertising fee, Billboards, Mobile Advertising, other TBA).

Cost of event Booth design, and shipping.

Promotional branding products with logo. Awards and Trophy costs.

Additional Staff required by the firm to cover any event will incur in a \$80.00 fee per person for a minimum of 4 hours.

Additional staff hours are \$20.00 per person.

Third party services, fees and costs. Over-time, rush service fees.

Shipping fees, Overnight shipping fees, Saturday delivery fees.

Weekend fees, next day fees. Logo printer Set-up fees. Any taxes.

Events rentals, supplies, food, drinks, venues, decorations, security.

Luncheons and event dinners. Press releases supplies and related costs.

Media advertising campaigns. Entertainment, music, dj, sound.

3. Client agrees to pay Firm the basic fee of \$1999.00 per month for Firm's services under this Agreement for the period commencing February 9, 2019 and ending February 9, 2020. Firm will invoice Client on the 28th, day of the month for that month's services, and Client agrees to pay such invoice by the 1st. of that month.

4. All out-of-pocket expenses pre-approved by Client and other costs are in addition to the Basic Fee and are to be paid by Client upon presentation of invoice and upon such further terms as stipulated hereto.

Travel: Car expenses: Local travel in Imperial County to any meeting and event will be charge \$0.54 cents per mile, except regular meetings at District office in Calexico. Travel to other cities outside Imperial County will be charged by the hour at \$65.00 per hour (150 miles or less) Travel more than 151 miles or more at \$75.00 per hour when using Firms vehicles. When using any HMHD transportation there is a flat fee of \$75.00 per day. Travel during Holidays and weekends are \$85.00 per hour.

**Overnight: Hotel fees and meals will be paid by Client plus any travel fees above.
Conferences: Travel, Hotel and meals must be paid by Client plus \$150.00 fee per day.**

5. Client agrees to pay Firm a monthly finance charge of 5% of any basic Fee not paid when due, and of any invoice for any other amount which is not paid within 30 days of invoice. All Vendors invoices must be paid same day after rendering of services.

6. Upon termination of this Agreement, Client shall pay Firm for all amounts due Firm at that time including but not limited to any amounts due as provided in paragraph 3 above and all other costs for work done and liabilities incurred (including any obligations incurred with third parties) relating to the Projects through the effective date of termination.

(A) The provisions of paragraphs 9 shall survive any cancellation or termination of this Agreement, whether for cause, without cause or pursuant to a cancellation or termination right provided in this agreement.

7.- Notwithstanding paragraph 3 above, if one or more Acts of God or other causes beyond the parties' control renders the performance of services or provisions of material or other performance by either party impossible or delays it for six (6) months in the aggregate, either party, upon prompt written notice to title other specifying the event(s) or cause(s), will be excused from such nonperformance or delay, and either party then has the right to terminate this Agreement on further written notice to the other.

8. Firm and its personnel working on the project pursuant to this Agreement are independent contractors and not employees of Client. Firm carries all insurance necessary to comply with the workmen's compensation and employer's liability laws of the state of California.

9. Client will fully protect and indemnify Firm from any claim of infringement or violation of any copyright, patent, trademark or other right of any kind of any person, or any claim of libel or slander, relating to any material supplied by Client, its employees, agents, members or guests, or any materials as to which Client is responsible for securing any necessary or desirable permissions and releases.

10. All prior understandings and negotiations between Firm and Client, both written and oral, are merged in this Agreement, which is the entire agreement between them. No representation, inducement or promise has been made or relied upon by either party, unless expressly set forth in this Agreement. This Agreement may be altered or changed only in writing signed by both parties.

11. Either party may not assign this Agreement without other party's prior written consent.

12. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

Agreed to and accepted as of this _____ day of February, 2019.

Client: Heffernan memorial Healthcare District

By: _____ Title: _____

Name: _____

Firm: Jose A. Pimentel

By: _____
Name: Jose A. Pimentel.