



BOARD OF DIRECTORS

Katherine Burnworth, President | Laura Goodsell, Vice-President | James Garcia, Treasurer | Arturo Proctor, Secretary | Enola Berker, Director | Rodolfo Valdez, Director | Felipe Irigoyen, Director

AGENDA SPECIAL MEETING OF THE BOARD OF DIRECTORS THURSDAY, December 11, 2025, 5:00 P.M.

**El Centro Regional Medical Center | MOB Conference Room 1&2
1271 Ross Avenue, El Centro, CA. 92243**

[Join Microsoft Teams](#)

Meeting ID:290 932 689 924 89

Passcode: 7wp2Vf6y

1. Call to Order

2. Roll Call

3. Approval of Request for Remote Appearance by Board Member(s), if Applicable

4. Public Comments

At this time the Board will hear comments on any agenda item. If any person wishes to be heard, they shall stand; address the president, identify themselves, and state the subject for comment. Time limit for each speaker is 3 minutes individually per item to address the Board. Individuals who wish to speak on multiple items will be allowed four (4) minutes in total. A total of 15 minutes shall be allocated for each item for all members of the public. The board may find it necessary to limit the total time allowable for all public comments on items not appearing on the agenda at any one meeting to one hour.

5. Items for Discussion and/or Board Action:

- a. Staff Recommends Action to Authorize: Approval of Professional Design Agreement with Mascari Dinh Architects
Presented by: Chris Bjornberg, CEO
Contract Value: \$954,317.00 plus \$50,000 in reimbursable expenses

- b. Staff Recommends Action to Authorize: Microsoft Enterprise Agreement and Office 365
Presented by: Chris Bjornberg, CEO

Contract Value: Not to exceed \$550,000

(13 months for PMH and 12 months for ECRMC, aligning expiration of the term to 01/31/2027)

The current quote is \$511,627.14; however, additional flexibility is requested to accommodate potential licensing adjustments. ECRMC's current agreement includes 860 licenses, but because they have not been actively using Microsoft 365, compliance with that number is uncertain. There may also be a need to upgrade certain roles—such as Administrators and Directors—from F3 to E3 licenses, which carry a higher cost. This contingency ensures uninterrupted service and compliance without requiring additional board action.

Contract Term: 13-months for IVHD, 12-months for ECRMC

Budgeted: IVHD \$411,000 (Licenses)

ECRMC \$165,000 (Licenses)

Budgeted Classification: Subscription

6. Adjournment

- a. The next regular meeting of the Board will be held on January 8, 2026, at 6:00 p.m.

POSTING STATEMENT

A copy of the agenda was posted December 9, 2025, at 601 Heber Avenue, Calexico, California 92231 at 5:00 p.m. and other locations throughout the IVHD 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 24 hours prior to this meeting are available for public inspection at the District Administrative Office where the IVHD meeting will take place. The agenda package and material related to an agenda item submitted after the packets distribution to the Board is available for public review in the lobby of the office where the Board meeting will take place.

In compliance with the Americans with Disabilities Act, if any individuals request special accommodations to attend and/or participate in District Board meetings please contact the District at (760)970- 6046. Notification of 48 hours prior to the meeting will enable the District to make reasonable accommodation to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

IMPERIAL VALLEY HEALTHCARE DISTRICT

BOARD MEETING DATE: December 11th, 2025

SUBJECT: **Mascari Dinh Architects**- Proposal for architectural design services for the NPC-4, NPC-4DD Levels 1,2 and NPC-5 Retrofit at Pioneer Memorial Hospital.

BACKGROUND: IVHD needs to submit construction drawings to HCAI for NPC 4,4d &5 by March 1st. Time is of the essence for this work in light of fast-approaching statutory seismic deadlines. Consistent with IVHD's Procurement Policy Section III(c)(2) (contracts anticipated to cost between \$250,000 and \$1 million), the CEO solicited three (3) quotes from vendors, which were received and reviewed by staff before selecting Mascari Dinh Architects (MDA) as the recommended consultant for this architectural work. MDA shall develop architectural, civil, structural, mechanical, plumbing, and electrical design for NPC-4D Levels 1, 2 seismic upgrades where required, and NPC-5 for the entire campus to meet the HCAI requirement of March 1st. The contract value for this work is \$954,327, plus a potential additional \$50,000 in reimbursable expenses.

This contract was not anticipated to exceed \$1 million, which is why the RFP procedures of the IVHD Procurement Policy were not utilized; however, the addition of the reimbursable expenses arguably takes the contract value to an amount that is potentially over \$1 million. To the extent the contract value does exceed \$1million, the CEO has exercised his authority under Section VI of the IVHD Procurement Policy which allows the CEO to permit or waive deviations from the policy upon making a written finding that such deviations are in the District's best interests in consultation with the District Legal Counsel. The CEO has conferred with the District Legal Counsel and determined, with Legal Counsel's concurrence, that in light of the resulting proposals received, the competency and qualifications of MDA, and the time-sensitivity involved with this work, that it is in IVHD's best interest to proceed with the recommended action.

CONTRACT VALUE:

Total NPC-4, D Levels 1, 2 + NPC-5 project fee (through Agency) \$ 954,317.00 plus a potential \$50,000 in Reimbursable Expenses

CONTRACT TERM: Contract language indicates that time is of the essence for this work.

BUDGETED: Required Seismic upgrades

BUDGET CLASSIFICATION:

RESPONSIBLE ADMINISTRATOR: Christopher R. Bjornberg CEO

DATE SUBMITTED TO LEGAL: 12/8/25 **REVIEWED BY LEGAL:** Yes No

FIRST OR SECOND SUBMITTAL: 1st 2nd

RECOMMENDED ACTION: Approve the Professional Services Agreement with Mascari Dinh Architects, which is included in agenda packet in substantially final form, subject to finalization by consultant and legal.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE IMPERIAL VALLEY HEALTHCARE SERVICES
AND MASCARI DINH ARCHITECTS
FOR NPC-4, NPC-4DD LEVELS 1, 2 AND NPC-5 RETROFIT**

This Professional Services Agreement (“**Agreement**”) is made on this 11th day of December 2025 (“**Effective Date**”), between The Imperial Valley Healthcare District (“**IVHD**”), and Mascari Dinh Architects (“**ARCHITECT**”), an independent contractor, collectively referred to herein as “**parties**” or individually as “**party**,” to furnish certain services or work as provided in this Agreement and upon the following terms and conditions.

1. INTRODUCTION

The term of this Agreement shall commence on the Effective Date stated above and will continue through the completion of the Services provided for in this Agreement or until terminated as provided under Article 7, whichever occurs first. Attachment A – Scope of Work (“**Attachment A**”) may contain further instructions regarding required timelines for performance of the Services to be provided under this Agreement. Time is of the essence for each and every provision of this Agreement.

2. SPECIFIC SERVICES

ARCHITECT shall perform the services within the scope described in Attachment A and as authorized by IVHD (the “**Services**”). ARCHITECT will provide IVHD with periodic reports regarding the progress of Services performed, at IVHD’s request. Any changes to the scope of work or timeframes identified in Attachment A must be authorized by IVHD in writing and shall be set forth as an amendment to this Agreement.

The parties agree that the scope of work as described in Attachment A is for Design Phase services only, and that the parties shall execute an amendment for services during Construction Phase or subsequent services if and when authorized by IVHD. The parties agree and acknowledge that ARCHITECT has no responsibilities for public contracting on behalf of IVHD under this Agreement, and no authority to publicly contract on behalf of IVHD.

ARCHITECT’S duties and services under this Agreement shall not include preparing or assisting IVHD with any portion of the IVHD’s subsequent preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with IVHD. IVHD shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project.

ARCHITECT shall determine the method, details, and means of performing the above-described Services. ARCHITECT shall supply all labor, tools, materials, and equipment required to perform the Services under this Agreement.

3. STANDARD OF PERFORMANCE

ARCHITECT shall perform the Services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability customarily exercised by reputable members of ARCHITECT's profession providing the same or similar services in the State of California. While exercising its professional skill and expertise, ARCHITECT shall use reasonable diligence and best judgment and shall perform the Services required hereunder in the best interests of IVHD. Acceptance by IVHD of reports, and incidental professional work or materials furnished hereunder, shall not in any way relieve ARCHITECT of responsibility for the adequacy of its work.

4. PERSONNEL

IVHD has a primary interest in maintaining the individual services of the following key project team members:



No member of the project team shall be removed from the project team or reassigned by ARCHITECT without prior approval of IVHD. ARCHITECT shall immediately inform IVHD, in writing, should any of the key members become unavailable. ARCHITECT must submit the credentials for substitutes for key project members to IVHD for review and approval. At the discretion of IVHD, an interview may be required prior to approval of a substitute key project member.

5. COMPENSATION

a. Compensation for Work Performed Under This Agreement

Compensation payable to ARCHITECT for Services performed under this Agreement shall not exceed **Nine Hundred Fifty-Four Thousand Three Hundred Seventeen Dollars and Zero Cents (\$954,317.00)** in the aggregate, as set forth more fully in Attachment A. ARCHITECT may also be reimbursed for reimbursable expenses in an amount not to exceed **Fifty Thousand Dollars (\$50,000.00)** under the terms set forth in Attachment A, as applicable. These amounts shall not be exceeded unless agreed upon through an amendment to this Agreement executed by both parties. Such amendment shall identify any change in compensation as a result of the change in scope of work. The parties agree that this compensation was developed in accordance with the customary and prevailing compensation level in the community and surrounding area for comparable services. ARCHITECT and IVHD agreed to this amount through an arm's length negotiation between the parties.

b. Payment of Expenses and Monthly Invoices

IVHD will reimburse ARCHITECT for all reasonable expenses incurred in performing Services under this Agreement as the work progresses, provided that such reasonable expenses shall be included in and subject to the maximum compensation amount stated above in this Article.

ARCHITECT shall submit invoices to IVHD's Accounts Payable department (at **INSERT EMAIL**) and IVHD's Project Manager once per month. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. The term "expenses" means telephone bills, and federal express charges, mailing charges and any other pre-approved expenses by IVHD. ARCHITECT will provide IVHD with receipts and proof of payment for all expenses. IVHD shall make payment to ARCHITECT within forty-five (45) days of receipt of an approved invoice.

IVHD shall have the right to withhold payment from ARCHITECT for any unsatisfactory Services until such time service is performed satisfactorily or as otherwise provided for in this Agreement.

6. RELATIONSHIP OF PARTIES

a. Independent Contractor

It is expressly understood and agreed that ARCHITECT is an independent contractor, and its employees are not employees of IVHD while engaged in carrying out this Agreement. ARCHITECT is free from the control and direction of IVHD in connection with the performance of the work, ARCHITECT performs work that is outside the usual course of IVHD business, and ARCHITECT is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. The parties agree that no work, act, commission, or omission of ARCHITECT or its employee(s) pursuant to this Agreement shall be construed to make ARCHITECT or its employee(s) the agent, employee, or servant of IVHD. ARCHITECT and its employees are not entitled to receive from IVHD vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind. ARCHITECT shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance, and for otherwise complying with all other employment law requirements with respect to ARCHITECT and its employee(s).

To the maximum extent allowable by law, ARCHITECT agrees to indemnify, defend, and hold IVHD harmless from any and all liability, damages, or losses (including attorneys' fees, costs, penalties, and fines) that IVHD suffers as a result of (a) ARCHITECT's failure to meet its obligations under this Article, or (b) a third party's designation of ARCHITECT or its employee(s) as an employee of IVHD, regardless of any actual or alleged negligence by IVHD.

b. Non-Exclusive Relationship

ARCHITECT and IVHD acknowledge that the relationship between the parties is non-exclusive and ARCHITECT may perform or engage in any activity not inconsistent with this Agreement, including performing services for, or contracting with, other clients, persons, or companies as ARCHITECT sees fit. IVHD reserves the right to employ other contractors in connection with the Services described in Attachment A.

7. OBLIGATIONS OF ARCHITECT

a. Compliance with Laws/Rules

In performing the Services specified in this Agreement, ARCHITECT agrees to comply with all applicable laws, rules, regulations, and ordinances, whether federal, state, or local, and any and all applicable IVHD policies, procedures, departmental rules, and other directives provided by IVHD to ARCHITECT. Any changes to IVHD policies and procedures that relate to ARCHITECT will be provided to ARCHITECT in writing. ARCHITECT agrees that, prior to entering into this Agreement, it has reviewed such policies, procedures, rules, and directives, the contents of which ARCHITECT will be deemed to have knowledge.

ARCHITECT shall ensure that any report generated under this Agreement complies with California Government Code section 7550.

b. Indemnity, Hold Harmless, and Defense

To the maximum extent allowable by law, ARCHITECT shall indemnify, defend, and hold harmless IVHD and its respective officials, officers, directors, employees, agents, and volunteers (collectively referred to as the **“Indemnified Parties”**) against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys’ fees, and costs (collectively referred to as **“Liabilities”**) that such entities or persons may incur that arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of ARCHITECT, including ARCHITECT’s officers, officials, directors, employees, subcontractors, agents, representatives, volunteers, successors, assigns or anyone for whom ARCHITECT is legally responsible. In no event shall the cost to defend charged to ARCHITECT exceed ARCHITECT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, ARCHITECT shall meet and confer with the other parties regarding unpaid defense costs.

ARCHITECT shall cooperate with and do whatever is necessary to protect Indemnified Parties from any such Liabilities.

ARCHITECT shall defend Indemnified Parties, at ARCHITECT’s own cost, expense and risk, from any and all such aforesaid Liabilities asserted in claims, demands, actions, causes of action, arbitration, mediations, or other proceedings of any kind that may be brought or instituted against Indemnified Parties. ARCHITECT and Indemnified Parties shall be jointly represented by legal counsel, unless there is a conflict of interest, and ARCHITECT shall pay Indemnified Parties’ reasonable attorneys’ fees and costs as they are incurred. Indemnified Parties shall be consulted regarding, and shall approve, the selection of legal counsel. Should separate legal counsel be necessary for Indemnified Parties, as determined by IVHD, ARCHITECT shall pay for the reasonable attorneys’ fees and costs including expert witness fees, as such fees and costs are incurred and within thirty (30) days of receipt of an invoice, for Indemnified Parties’ legal counsel in addition to ARCHITECT’s own legal fees and costs. In all circumstances, Indemnified Parties reserve the right to retain their own attorneys. ARCHITECT shall not agree without Indemnified Parties’ prior written consent to any settlement on Indemnified Parties’ behalf. The cost to defend charged to ARCHITECT shall not exceed the ARCHITECT’s proportionate percentage of fault, except that in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, ARCHITECT must meet and confer with the other parties regarding unpaid defense costs.

If ARCHITECT is obligated to defend Indemnified Parties pursuant to this Section, and fails to do so after reasonable notice from IVHD, Indemnified Parties may defend themselves and/or settle such claims, suit or assertion, and ARCHITECT shall pay to Indemnified Parties any and all Liabilities incurred in relationship with Indemnified Parties' defense and/or settlement of such proceeding.

ARCHITECT shall pay and satisfy any judgment, award, liability, or decree that may be awarded, imposed, or rendered against Indemnified Parties as a result of any claims, demands, suits, actions, causes of action, arbitrations, mediations, or other proceedings whether legal, administrative or otherwise, including any settlement related thereto.

ARCHITECT's obligation to indemnify, defend, and hold IVHD harmless against all Liabilities shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for ARCHITECT, subcontractor, supplier, or other person under workers' compensation acts, disability acts, or other employee acts or the insurance required by this Agreement. ARCHITECT's obligation to indemnify, defend, and hold IVHD harmless against all Liabilities shall not be restricted to insurance proceeds, if any, received by ARCHITECT or Indemnified Parties. Provision of insurance coverage as required by this Agreement shall not affect ARCHITECT's indemnity obligations.

ARCHITECT's indemnification, hold harmless, and defense obligation shall survive the termination or expiration of this Agreement.

c. Patent and Copyright Indemnity

ARCHITECT represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Architect Products") provided to IVHD under this Agreement infringe any patent, copyright or other proprietary right. ARCHITECT shall defend, indemnify and hold harmless IVHD from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Architect Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. IVHD will: (1) notify ARCHITECT promptly of such claim, suit or assertion; (2) permit ARCHITECT to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable ARCHITECT to do so. ARCHITECT shall not agree without IVHD's prior written consent to any settlement which would require IVHD to pay money or perform some affirmative act in order to continue using Architect Products.

If ARCHITECT is obligated to defend IVHD pursuant to this Section and fails to do so after reasonable notice from IVHD, IVHD may defend itself and/or settle such proceeding, and ARCHITECT shall pay to IVHD any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with IVHD's defense and/or settlement of such proceeding.

In the case of any such claim of infringement, ARCHITECT shall either, at its option, (1) procure for IVHD the right to continue using Architect Products; or (2) replace or modify Architect Products so that they become non-infringing, but equivalent in functionality and performance.

Notwithstanding this Section, IVHD retains the right and ability to defend itself, at its own expense, against any claims that Architect Products infringe any patent, copyright, or other intellectual property right.

All provisions of Section 5.03, including the subsections thereunder, shall apply to ARCHITECT's obligation pursuant to this Section.

d. Notice of and Participation in Third Party Claims

ARCHITECT shall give IVHD written notice of any claim or liability asserted by a third party that arises from or relates to the Services performed under this Agreement ("Third-Party Claim"), as soon as possible upon the receipt of information of any possible Third-Party Claim or of the commencement of any Third-Party Claim. ARCHITECT shall not oppose any attempt by IVHD to intervene or otherwise participate in any such Third-Party Claim. ARCHITECT shall not settle any Third-Party Claim covered by this Section unless it has obtained the prior written consent of IVHD, which consent shall not be unreasonably withheld, conditioned or delayed. IVHD shall have no liability under this Section for any Third-Party Claim for which such notice is not provided or is not provided in a timely manner, including no liability for contribution, indemnification, reimbursement or penalties. ARCHITECT's obligations hereunder shall survive the termination or expiration of this Agreement.

e. Insurance

ARCHITECT shall procure and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by ARCHITECT, its agents, representatives, employees, or subcontractors. Insurance policies shall be on an occurrence basis, and coverage shall be at least as broad and in the minimum amounts as follows:

California Workers' Compensation Insurance, as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

General Liability Insurance [ISO Form CG 0001, or equivalent], covering products and completed operations, bodily injury, personal & advertising injury and property damage with limits no less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability Insurance [ISO Form CA 0001 covering code 1 (any auto), or if no owned autos, Code 8 (hired) and 9 (non-owned), or equivalent forms] with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

Error and Omissions (Professional Liability) Insurance appropriate to ARCHITECT's services, with limits no less than Two Million Dollars (\$2,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) aggregate.

The following are required provisions:

ARCHITECT will provide additional insured insurance coverage and policy endorsements for IVHD, and each of its respective officers, officials, directors, employees, volunteers, or agents (collectively referred to as the “**Insured Parties**”) under the general liability and automobile liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. General liability coverage can be provided in the form of an endorsement to ARCHITECT’s insurance (at least as broad as ISO Form CG 20 10, 11 85, or both (CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used)).

ARCHITECT’s insurance shall be primary insurance as respects Insured Parties, and each of them. Any insurance, self-insurance or other coverage maintained by Insured Parties shall be excess of ARCHITECT’s insurance and shall not contribute to it.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Insured Parties.

ARCHITECT’S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer’s liability.

Liability insurance shall include indemnification against loss from liability imposed by law upon, or assumed under contract by, ARCHITECT or its subcontractors for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting from the performance or execution of this Agreement by ARCHITECT or its subcontractors.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be cancelled or materially modified by the insured or insurer without thirty (30) days prior written notice by certified mail to IVHD.

ARCHITECT hereby agrees to waive rights of subrogation which any insurer of ARCHITECT may acquire from ARCHITECT by virtue of the payment of any loss. ARCHITECT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not such endorsement is provided. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of Insured Parties for all work performed by ARCHITECT, its employees, agents and subcontractors.

Insurance will be purchased from insurance companies with a current A.M. Best’s rating of no less than A:VII, unless otherwise agreed to in writing by IVHD.

Self-insured retentions must be declared to and approved by IVHD. IVHD may require ARCHITECT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or IVHD.

ARCHITECT will furnish IVHD with certificates of insurance prior to the commencement of work under this Agreement, and as may be periodically requested by IVHD. ARCHITECT shall include all endorsements necessary to comply with this Agreement, including additional insured endorsements, signed by the insurer’s representative. Such evidence shall include

confirmation that coverage includes or has been modified to include all provisions required by this Agreement. ARCHITECT shall, upon request of IVHD at any time, deliver to IVHD complete, certified copies of the policies of insurance, including endorsements, and receipts for payment or premiums thereon, required by this Agreement. Failure to obtain the required documents prior to the work beginning shall not waive ARCHITECT's obligation to provide them.

If any of the required coverages expire during the term of this Agreement, ARCHITECT shall deliver the renewal certificate(s) including the general liability and auto liability additional insured endorsements to IVHD at least ten (10) days prior to the expiration date.

ARCHITECT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ARCHITECT shall ensure that IVHD is an additional insured on insurance required from subcontractors.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the ARCHITECT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

f. Conflict of Interest

Upon the award of this Agreement and periodically thereafter, ARCHITECT may be required to complete and file with IVHD a Conflict of Interest form, to be provided to ARCHITECT by IVHD.

g. Assignment/Subcontracting

ARCHITECT shall not subcontract or assign this Agreement nor any duties or obligations under this Agreement without the prior written consent of IVHD. ARCHITECT shall be responsible for the acts and omissions of and for payment to any subcontractor performing services under this Agreement, and shall bind any such subcontractor to ARCHITECT's duties and obligations hereunder. IVHD shall have the right to approve any subcontractor agreements. Nothing contained in this Agreement will create any contractual relationship between IVHD and any subcontractor of ARCHITECT.

h. Safety

ARCHITECT shall be solely and completely responsible for the safety of all ARCHITECT personnel, including personnel of any subcontractors, during performance of the services under this Agreement. ARCHITECT shall fully comply with all laws, rules, regulations and ordinances

relating to safety of the public and workers, whether federal, state or local. ARCHITECT shall also comply with all contract provisions and IVHD's policies, procedures, departmental rules, and other directives, as provided by IVHD's Project Manager to ARCHITECT, relating to the safety of the public and workers, including, but not limited to, IVHD's Safety Policies and Procedures and any project specific requirements.

g. Prevailing Wages

IVHD is a public agency subject to public contracting laws. ARCHITECT shall comply with all State of California requirements with respect to any services provided as a Building/Construction Inspector, Field Soils and Material Tester, Land Surveyor, Hauler, or other work constituting a public works under California Labor Code sections 1720 *et seq.* and 1770 *et seq.*, and California Code of Regulations, title 8, section 16000 *et seq.* (collectively, "**Prevailing Wage Laws**"). Currently, the Parties do not believe that this Agreement implicates any Prevailing Wage Laws; however, if any services under this Agreement do implicate Prevailing Wage Laws, then ARCHITECT shall comply with, and shall require applicable subcontractors performing services under this Agreement to comply with, any and all California laws and Labor Code provisions relating to such work.

8. OBLIGATIONS OF IVHD

IVHD agrees to comply with all reasonable requests of ARCHITECT, including requests to access documents, data and facilities reasonably necessary for the performance of ARCHITECT's duties under this Agreement, consistent with applicable law.

9. TERMINATION OF AGREEMENT

a. Termination for Cause

If IVHD determines that ARCHITECT has failed to perform the Services under this Agreement in accordance its terms and conditions, IVHD may terminate all or part of the Agreement for cause. This termination shall become effective if ARCHITECT does not cure its failure to perform within 10 days (or more, if authorized in writing by IVHD) after receipt of a notice of intention to terminate from IVHD specifying the failure in performance. If a termination for cause does occur, IVHD shall have the right to withhold monies otherwise payable to ARCHITECT until the Services under this Agreement are completed. If IVHD incurs additional costs, expenses, or other damages due to the failure of ARCHITECT to properly perform under this Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to ARCHITECT upon completion of the Services to be provided under this Agreement. If the costs, expenses, or other damages incurred by IVHD exceed the amounts withheld, ARCHITECT shall be liable to IVHD for the difference.

ARCHITECT may terminate this Agreement for cause if IVHD fails to cure a material default in performance within a period of 30 days, or such longer period as ARCHITECT may allow, after IVHD's receipt from ARCHITECT of a written termination notice specifying the default in performance. In the event of termination for cause by ARCHITECT, IVHD will pay ARCHITECT in accordance with Section 9b.

b. Termination Without Cause

IVHD may terminate this Agreement for convenience at any time upon written notice to ARCHITECT, in which case, IVHD will pay ARCHITECT for all Services performed and all expenses incurred under this Agreement up to and including the effective date of termination less any costs, expenses, or other damages due to the failure of the ARCHITECT to properly perform pursuant to the Agreement. No compensation will be payable for anticipated profit on unperformed services.

10. PROPRIETARY AND CONFIDENTIAL INFORMATION

Any written, printed, graphic, or electronically or magnetically recorded information furnished by IVHD for ARCHITECT's use is the sole property of IVHD. ARCHITECT and its employee(s) and subcontractor(s) will keep any confidential information provided by IVHD in the strictest confidence, and will not disclose it by any means to any person except with IVHD approval, and only to the extent necessary to perform the Services under this Agreement. On termination of this Agreement, ARCHITECT will promptly return to IVHD any confidential information in its possession.

11. GENERAL PROVISIONS

a. Notices

Any notices required to be given under this Agreement by either party to the other must be affected by email and either personal delivery or mail (first class, registered, or certified) with postage prepaid and return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving written notice in accordance with this paragraph. Any notice personally delivered or sent by email shall be deemed communicated upon receipt if received before 5:00 p.m. Pacific Standard Time ("PST") on a business day, or the following business day if received after 5:00 p.m. PST or on a Saturday, Sunday, or legal holiday. Any notice sent by overnight delivery service shall be deemed communicated on the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be deemed communicated three (3) days after deposit in the United States mail. In each instance, notice shall be deemed communicated on the earliest delivery of notice as set forth above.

To IVHD:

FILL IN AS APPLICABLE

Email: [REDACTED]

Attention: [REDACTED], Project Manager

To ARCHITECT:

Mascari Dinh Architects

1250 Columbia St., Suite 900

San Diego, CA 92101

Email: [REDACTED]

Attention: Thai Dinh, AIA, ACHA

b. Entire Agreement of the Parties

This Agreement, including any attachments, contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

c. Amendment

This Agreement may not be modified or amended other than by a writing signed by the parties, including any changes to the scope of services or any timeframes identified in Attachment A.

d. Partial Invalidity

If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

e. Attorneys' Fees

If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

f. Ownership of Documents and Materials

All original drawings, data, reports, documents and materials developed for the project, including detailed calculations, shall be furnished to and become the property of IVHD. IVHD agrees to indemnify ARCHITECT for claims, damages, or liabilities caused by any use by IVHD of the plans, drawings, specifications, and all information gathered by ARCHITECT on any project other than the one for which such plans, drawings, and specifications were prepared and information gathered by ARCHITECT.

g. Audits

If this Agreement involves an expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Agreement is subject to examination and audit of the State Auditor, at the request of IVHD or as part of any audit of IVHD, for a period of three (3) years after final payment under the Agreement. ARCHITECT shall cooperate with IVHD, including any authorized representative of IVHD, regarding such audit at no charge to IVHD.

h. Counterparts

This Agreement may be executed in counterparts and electronically, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and

the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

i. Provisions Required by Law

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Agreement shall forthwith be physically amended to make such insertion.

j. Governing Law

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California.

k. Jurisdiction and Venue

The proper jurisdiction and venue for any claims, causes of action or other proceedings arising out of or relating to this Agreement shall be in the County of San Imperial, State of California, and the parties hereby waive any right providing for a change of jurisdiction or forum to any other location.

l. No Waiver

A waiver by either party of a breach of any provision of this Agreement shall not constitute a general waiver or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement. Likewise, IVHD's acceptance of any reports, work, services or materials furnished pursuant to this Agreement, or IVHD's payment therefor, shall not operate as a waiver of any of IVHD's rights under this Agreement or of any cause of action or defense relating to the performance of this Agreement.

m. False Claims

In signing this Agreement, ARCHITECT certifies that ARCHITECT shall not submit a false claim in violation of the False Claims Act, section 12650 *et seq.* of the Government Code.

n. Signature Authority

IVHD and ARCHITECT do covenant that the individual executing this Agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such party.

BY SIGNING BELOW THE PARTIES VOLUNTARILY ENTER INTO THIS AGREEMENT AND ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND AGREE TO BE BOUND THEREBY.

**IMPERIAL VALLEY HEALTHCARE
DISTRICT:**

Signature

Christopher T. Bjornberg
Name

Chief Executive Officer
Title

Date

ARCHITECT:

Signature

Thai Dinh, AIA, ACHA
Name

President
Title

Date

C-34803
Architect's License No.

Attachment A – Scope of Work

Exhibit A



November 13, 2025
December 5, 2025, rev.1

Christopher Bjornberg
Chief Executive Officer
Imperial Valley Healthcare District (IVHD)
207 W. Legion Road, Brawley, CA 92227

Re: Imperial Valley Healthcare District
Proposal for NPC-4, NPC-4DD Levels 1,2 and NPC-5 Retrofit
Brawley, California
Architect's Project No. **P025056.10**

Dear Christopher,

Mascari Dinh Architects is pleased to submit this proposal for your consideration. This proposal is to provide design services for the NPC-4D Levels 1, 2, NPC-4, and NPC-5 Retrofit at Pioneer Memorial Healthcare District in Brawley, California.

PROJECT DESCRIPTION

Mascari Dinh Architects (MDA) shall develop architectural, civil, structural, mechanical, plumbing, and electrical design for NPC-4D Levels 1, 2 seismic upgrades where required, and NPC-5 for the entire campus. The following buildings are part of the project scope per level:

I. NPC-4 (Anchorage where required / Utility support entire building where required / Fire Sprinkler bracing, excluding NPC-3 performed by others)

1. BLD-00766 – Original Power Plant – Bldg 01B
2. BLD-00768 – ICU Addition – Bldg 03
3. BLD-00769 – Outpatient Addition – Bldg 04
4. BLD-00770 – Women's Center – Bldg 05B
5. BLD-00771 – ER – Bldg 05A
6. BLD-00772 – New Power Plant – Bldg 05C
7. BLD-00773 – Dietary – Bldg 05D
8. BLD-02892 – Link between 05B and 01A – Bldg 05E
9. BLD-02893 - Link between 05B and 05C – Bldg 05F
10. BLD-06240 – Emergency Generator Yard – Bldg 08

II. NPC – 4D level 1 (Report / Certification)

Exhibit A



1. BLD-00767 – Administration Wing – Bldg 02

III. NPC-4D Level 2 (Anchorage / Utility support / Source route)

1. BLD-00765 – Original Hospital Building – Bldg 01A

IV. NPC-5 (Water / Sewer / Emergency Generator Fuel)

1. BLD-00765 – Original Hospital Building – Bldg 01A
2. BLD-00766 – Original Power Plant – Bldg 01B
3. BLD-00767 – Administration Wing – Bldg 02
4. BLD-00768 – ICU Addition – Bldg 03
5. BLD-00769 – Outpatient Addition – Bldg 04
6. BLD-00770 – Women's Center – Bldg 05B
7. BLD-00771 – ER – Bldg 05A
8. BLD-00772 – New Power Plant – Bldg 05C
9. BLD-00773 – Dietary – Bldg 05D
10. BLD-02892 – Link between 05B and 01A – Bldg 05E
11. BLD-02893 – Link between 05B and 05C – Bldg 05F
12. BLD-06240 – Emergency Generator Yard – Bldg 08
13. BLD-05909 – Surgery Addition – Bldg 06

Specific scopes for each NPC upgrade levels are as follows:

- For NPC 3: the building meets the criteria for NPC “2” and in critical care areas, clinical laboratory service spaces, pharmaceutical service spaces, radiological service spaces, and central and sterile supply areas, the following comments meet the bracing and anchorage requirements of Part 2, Title 24:
“Nonstructural components,” listed in the 1995 CBC, Part 2, Title 24, Table 16A-0.
- For NPC 4: the building meets the criteria for NPC “3” and all architectural, mechanical, electrical systems, components and equipment, and hospital equipment including all elevator(s) meeting the bracing and anchorage requirements of Part 2, Title 24.
- For NPC-4D Level 1: includes all system and equipment required to comply with NPC-3. An Operational Plan to repair and bring all systems and services back online, or to provide them in an alternate manner, is filed with the Office in accordance with Section 11.2.3.
- For NPC-4D Level 2: includes Level 1 and all services and utilities from the source to Level 1 areas necessary to accommodate continuation of operations after an event. These services are anchored and braced and shall include elevator(s) selected to provide service to patient, surgical, obstetrical, and ground floors during interruption of normal power needed, to meet the structural requirements of Part 2, Title 24. An Operational Plan to repair and bring all other

Exhibit A



systems and services back online, or to provide them in an alternative manner, is filed with the Office in accordance with Section 11.2.3.

Scope of work includes (NPC-4, NPC-4D Levels 1 and 2)

- a. Field investigation and verification to confirm the utilities from the source to the NPC-3 areas. (2 site visits)
- b. Develop architectural, structural, mechanical, plumbing, electrical, and low voltage floor plans, reflected ceiling plans, egress and life safety plans, elevations, sections, and details as required to support the nonstructural anchorage and bracing scope of work.
- c. Anchorage and bracing design, details, and drawings will be deferred approval prepared by ISAT or Mason West.

1. NPC-5
 - a. The scope of work is to provide architectural, civil, structural, plumbing, and electrical engineering services from Schematic Design through permit approval. New emergency water and sewer tanks will be designed at various locations within the campus.
 - i. Water tank requirement – will be evaluated based on recent HCAI's comment letter dated June 4, 2025, including associated controls and monitoring.
 - ii. Sewer tank requirement – will be evaluated based on recent HCAI's comment letter dated June 4, 2025, including associated controls and monitoring.
 - iii. Fuel oil tank requirement – will be evaluated based on recent HCAI's comment letter dated June 4, 2025, with the quantity of gallons each onsite fuel storage tank capacity for campus is complying to support HCAI 72-hour requirement for essential power systems.
 - b. Review of available as-built drawings and campus survey and provide recommendations, if additional survey is required.
 - c. It is assumed that the existing emergency power infrastructure system is sufficient to support the project. Underground scanning/surveying will be required and will be provided by others.
 - d. The proposal will include engineering design services from Schematic Design/Design Development to Building Permit phases.
 - e. The Owner is responsible to provide a Geotechnical report for the facility site.
2. The project will be submitted to HCAI as one package NPC-4, NPC-4D Levels 1 and 2, and NPC-5 under 2025 California Building Code.

SCOPE OF WORK

The following scope is provided per phase:

Exhibit A



Schematic Design/Design Development Phase

- A. Perform a field survey with the proposed consulting engineers to verify selective existing conditions in area of work. All existing conditions determined to be non-compliant shall be documented. Pending Owner direction, Facilities Engineer or Owner selected Contractor will perform minor destructive testing at selected areas to enable Design Team to view concealed existing conditions. The cost for this testing is not included in this proposal.
- B. Review of as-built drawings.
- C. Attend bi-weekly meeting during Schematic Design/Design Development phase.
- D. Coordinate design requirements with facility vision and mission statement.
- E. Prepare Design Development package for PMHD to review and sign-off.

Construction Documents

- A. Coordinate requirements with PMHD internal departments such as the Purchase department, information Technology Department, Lock & Key Department, Security / Alarm Department, etc.
- B. Attend bi-weekly meetings during Construction Documents phase.
- C. Prepare final Contract Documents for HCAI approval. The Contract Documents will include Architectural, Civil, Structural, Mechanical, Plumbing and Electrical Engineering sheets of drawings with plans, notes, schedules and book specifications.
- D. Assemble (1) one Construction Document Package for NPC-4, NPC-4D Levels 1 and 2, and NPC-5.

Agency Review Phase

- A. Process construction document drawings and other documents as required through HCAI.
- B. Respond to plan check corrections with revisions as needed to obtain plan approval.
- C. Obtain HCAI approval through normal review process. No increment drawings are anticipated for this project scope.

Bidding Phase

- A. Not currently provided.

Exhibit A



Construction Administration Phase

A. Not currently provided.

ASSUMPTIONS AND EXCLUSIONS

The Scope of Work outlined above is based upon the following assumptions and exclusions:

A. The total number of project team meetings have been assumed for each Phase:

*Field Verification.....	2 days
*Schematic Design/Design Development.....	8 Bi-weekly virtual meetings
*Construction Documents.....	8 Bi-weekly virtual meetings
Agency.....	0 meetings
Bid.....	Not currently provided
*Construction Administration.....	Not currently provided

*Refer to items H, I, J, and K for number of meetings and site visits for consulting engineers.

B. The fee proposal is based on the following schedule assumption:

Schematic Design/Design Development – 14 weeks
Construction Documents – 12 weeks
Agency – 12 months
Bid – Not currently provided
Construction Administration – Not currently provided

C. Fire Alarm, Fire Sprinkler, Nurse Call, and Access Control design will be contracted directly with facility through design-build vendors. Mascari Dinh Architects will coordinate with facility vendors for HCAI submittal documents.

D. The scope of work will include Mascari Dinh Architects taking over the reporting of the NPC-5 in its entirety, supplanting the original structural engineer of record Dhawal Agarwal from Walter P. Moore.

E. It is assumed that OR requirement regarding room humidity and temperature has not been met. Should the infrastructure support the existing OR humidity and temperature requirement, credit will be given back to PMHD.

F. Electrical panel readings affected by scope of work will be provided by the Owner.

G. Mechanical pre-reads as required by scope of work will be provided by the Owner.

H. It is assumed that there are no upgrades, replacements, or new mechanical, plumbing, or electrical equipment, panels, distribution systems, etc. will be required.

Exhibit A



- I. Replacement of the entire roof system including anchorage design and details for mechanical units and piping/electrical is excluded.
- J. The Structural Engineer has included (2) site visits and (8) virtual meetings during design. For NPC-4D Level 2, (3) site visits and (4) virtual team meetings during design. For NPC-5 includes (2) virtual team meetings.
- K. The Mechanical and Plumbing Engineer has included (3) site visit during design for SPC-4D; (3) site visits during NPC-4D Level 2 site visit; (3) site visits during design for NPC-5.
- L. The Electrical Engineer has included (2) meetings/site visits per month for design development and construction document phases. For NPC-5, included (2) meetings/site visits per month for design development and construction document phases.
- M. The Civil Engineer has included (2) site visits and (2) virtual meeting during design phase.
- N. The scope of the project includes fire sprinkler piping engineering for all NPC-4 buildings as identified per HCAI letter dated August 2, 2024. HCAI will not accept deferred approval for strictly NPC-4 scope of work.
- O. The scope of the project as well as NPC-5 tank size selection are based on potential size required by HCAI from their review comments on January 27, 2025 for NPC-4 and June 4, 2025 for NPC-5, and not from the study and operational plan previously submitted to HCAI. The reduction in full capacity is also allowed by HCAI based on the current codes of regulations. Should PMHD decide to alter the scope of the project due to various reasons, which may result in larger or smaller tank capacities or areas being served, or HCAI request of additional capacity be implemented, additional services will be negotiated.
- P. The scope also includes adding a standalone pony chiller to support one (1) OR during an emergency as required under 2025 California Mechanical code, assuming the existing chiller system will be down, and no cooling and humidity control will be provided during that time from the existing infrastructure.
- Q. No new generator is included in this proposal. Should additional cooling and/power load be required, additional services will be negotiated.
- R. A complete, current, digital, detailed, ground-edited American Land Title Association (ALTA) and topographic survey will be provided by the Owner for our use.
- S. It is anticipated that the project is not subject to the local storm water treatment requirements.

Exhibit A



T. Compliance with the National Pollutant Discharge Elimination System (NPDES) general permit for storm water discharges associated with construction and land disturbance activities requires the preparation of documents, including a Storm Water Pollution Prevention Plan (SWPPP), to be submitted to the State of California Water Resources Control Board (SWRCB) for most projects. We understand that the area of land disturbance is less than one acre and that a SWPPP will not be required. Accordingly, preparation of a SWPPP and the role of the Qualified SWPPP Developer (QSD) are not included in the scope of this proposal.

U. Grading work will be limited to the footprint of the tanks and utility trenches.

V. A Geotechnical report including recommendations for grading, paving, and utility trenching, will be provided for our use.

W. The horizontal and vertical location and size of existing on-site utilities will be determined from available record drawings and/or site surveys. If additional information is determined to be required during the design stage, we recommend that a separate company specializing in locating underground utilities and surveying be retained. The scope of this proposal does not include electronic or pothole utility investigation or survey.

X. There are no off-site improvements associated with this project.

Y. There are no major utilities that will require relocation as a part of this project.

Z. If required, shoring for tank installations will be designed and permitted by others.

AA. Client will provide MD with editable electronic files (CAD or BIM) of the current drawing quantity and state, as referenced in the project description above.

BB. As-builts drawings are available. If as-builts drawings are not available, additional services will be required for site verification of existing conditions.

CC. The Architect is not responsible for ascertaining that the building is free from any toxic or otherwise harmful substances, including asbestos and PCB's.

DD. Specifications or observation of any detoxification of the building or cleanup of toxic or other deleterious wastes, if necessary, are not part of the Architect's services.

EE. The following services have not been included. If necessary, these services can be quoted separately:

- a. Signage design, detailing and procurement
- b. Way finding design, detailing and procurement
- c. Artwork selection and procurement
- d. Procurement of furniture
- e. Medical equipment planning

Exhibit A



- f. Pneumatic tube system design
- g. Inventory of existing clinical equipment
- h. Furniture selection and procurement

FF. Client to provide all OFOI and OFCI equipment cut sheets prior to start of Design Development phase.

GG. Architect and consulting Engineers will prepare electronic record drawings based on Contractor provided as-built record drawings.

HH. Changes by Client to the approved Package will be provided hourly as an additional service. No additional services work shall commence before authorization by Client.

II. Accessibility upgrades to existing elements outside area of work are not included.

JJ. Code Upgrade of existing facility is not included in the scope and fee.

KK. Value Engineering services are not anticipated, and therefore not included in this proposal.

LL. Preparation of alternate bid packages is not included in the scope and fee.

MM. Cost Estimating is not part of this proposal.

CONSULTANTS

The following consultants have been chosen to assist the Architect in the project:

Civil Engineering:

KPFF
700 South Flower Street, Suite 2100
Los Angeles, CA 90017
O 213.418.0201 D 213.266.5200

Structural Engineering:

ABS Consulting
300 Commerce Drive, Suite 200
Irvine, CA 92602

Mechanical/Plumbing Engineering:

ATC, Inc.
5755 Oberline Drive, Suite 112.
San Diego, CA 92121

Exhibit A



Electrical Engineering:
Coffman Engineers, Inc.
1455 Frazee Rd, Ste 600
San Diego, CA 92108

Specifications:
David Byun
1205 Hazel Place
Costa Mesa, CA 92626

FEES

Based on the Scope of Work and the Assumptions and Exclusions described above, the Professional Services fee is proposed as a lump sum fee as follows:

NPC-4, 4D Levels 1, 2 + NPC-5

Schematic Design/Design Development	\$ 433,283.00
Construction Documents	\$ 377,170.00
Agency	\$ 143,864.00
Bidding	Not provided
Construction Administration	Not provided
Total NPC-4, D Levels 1, 2 + NPC-5 project fee (through Agency)	\$ 954,317.00

If additional pony chiller is not required due to existing emergency power supporting existing chiller, a credit of (\$120,458.00) will be given back to PMHD

Estimate reimbursable expenses.....\$ 50,000.00

Aerial and boundary survey fee, required, is not included in the above number, but can be provided as an optional service or through 3rd party engineering and surveying company at.....\$55,000.00

TERMS

- A. Reimbursable expenses are in addition to the fee for professional services and will be billed monthly at 100% of actual cost. Reimbursable expenses include travel expenses, printing of CAD drawings, large format color plotting, photographic services, delivery and mail services, plan check fees, and the like, as advanced by the Architect and Consultants.

Exhibit A



- B. Printing of CAD drawings will be charged at the rate of \$1.00 per square foot for initial plots and copies printed at the same time will be charged at the rate of \$0.30 a square foot. Large format color plotting will be charged at \$10.00 per square foot. These square foot charges are subject to an annual increase starting 10/01/26.
- C. Reimbursable expenses/advances over \$10,000 are due upon presentation, or notification, and delinquent five (5) days thereafter.
- D. Hourly rates and rates for Additional Services are as follows:

Principal/ Associate Principal.....	\$ 300.00
Sr. Project Manager/Sr. Project Architect.....	\$ 275.00
Project Architect/Sr. Designer.....	\$ 245.00
Project Manager.....	\$ 235.00
Jr. Project Architect/Sr. Job Captain.....	\$ 198.00
Designer/Job Captain.....	\$ 178.00
Draftsperson.....	\$ 157.00
Admin.....	\$ 115.00

Note: The above-described rate schedule is subject to increase annually starting 10/01/26 by no more than 5% per annum.

- E. Professional service fees and reimbursable will be billed monthly as accrued as a percentage of the work completed. They are due sixty (60) days from date of Architects Invoice and are delinquent seventy-five (75) days after the date on Architects invoice.
- F. Consultant's additional services, if needed, will be billed at 1.1x direct billing to Architect.
- G. No additional services of any nature shall commence without prior written authorization by the Client.
- H. Within fourteen (14) days of receipt of Architect's invoices, the Client shall notify the Architect in writing of any exception to the amounts reflected in the application for payment. Excepting an actual error in the invoice, if such notice is not made, the entire amount of the application shall be paid in accordance with the foregoing provisions of this Agreement.
- I. Should the amounts due the Architect not be paid in accordance with the provisions of this Agreement, the Architect shall have the option to suspend services without any responsibility for consequential damages or cost which the Client may incur as a result of such suspension of services.
- J. In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

Exhibit A



- K. It is assumed that each project phase shall be continuous. If the project is suspended or abandoned in whole or in part, the Architect shall be compensated for all services performed prior to written notice from the Client of such suspension or abandonment. If a project is resumed after being suspended, the Architect's compensation shall be equitably adjusted. Several factors which may affect an equitable adjustment include: duration of suspension, whether suspension occurred between project phases or during a project phase, project size, Architect and Consultant rate schedule changes, and project stop and restart costs.
- L. Either the Client or the Architect may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The Client shall within fourteen (14) calendar days of termination pay the Architect for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

Christopher, this proposal reflects the services requested. Should any of the services not be required, please advise. If this proposal is acceptable to you, please indicate by signing below and returning one (1) copy of the proposal for my files.

Thank you for the opportunity to be of service to Imperial Valley Healthcare District.

Sincerely,

Accepted by:

Mascari Dinh Architects
A California Corporation

Client

A handwritten signature in blue ink, appearing to read 'Thai Dinh'.

Thai Dinh, AIA, ACHA
President
CA License No. C-34803

Date

Enclosures: None.

cc: Joseph S. Mascari/Mascari Dinh Architects
Gabriela Bendeck/Mascari Dinh Architects

IMPERIAL VALLEY HEALTHCARE DISTRICT

CONSENT AGENDA

BOARD MEETING DATE:

December 2025

SUBJECT:

Microsoft Enterprise Agreement and Office 365

BACKGROUND:

IVHD currently subscribes to Microsoft Office 365, which provides essential productivity and collaboration tools including email, Microsoft Word, Excel, PowerPoint, Access, SharePoint, OneDrive, and Microsoft Teams. In addition, IVHD operates 270 Windows Servers under a Microsoft Enterprise Agreement (EA). These servers support critical functions such as security, application delivery, EMR systems, and web services. The EA also includes licensing, technical support, technician training, and deployment services for new servers.

Currently, IVHD pays \$411,000 annually and ECRMC pays \$165,000 annually. Consolidating these agreements reduces the combined annual cost to \$484,049, resulting in an estimated savings of \$91,950 compared to the previous total spend.

KEY ISSUES:

Renewal of Office 365 is essential to maintain access to email, productivity applications, and collaboration tools. Likewise, renewing the Microsoft Enterprise Agreement ensures continued support for Windows Servers and Microsoft SQL databases, which are critical to our operations. This renewal also provides an opportunity to consolidate agreements across IVHD and ECRMC, streamlining management and reducing costs. Additionally, ECRMC is currently utilizing on-premise Exchange, which is no longer supported by Microsoft, making this consolidation and migration to Exchange Online a necessary step to maintain security and compliance. Failure to maintain these agreements could compromise the confidentiality, integrity, and availability of our information systems.

CONTRACT VALUE:

Not to exceed \$550,000

(13 months for PMH and 12 months for ECRMC, aligning expiration of the term to 01/31/2027)

The current quote is \$511,627.14; however, additional flexibility is requested to accommodate potential licensing adjustments. ECRMC's current agreement includes 860 licenses, but because they have not been actively using Microsoft 365, compliance with that number is uncertain. There may also be a need to upgrade certain roles—such as Administrators and Directors—from F3 to E3 licenses, which carry a higher cost. This contingency ensures uninterrupted service and compliance without requiring additional board action.

CONTRACT TERM:

13-months for IVHD, 12-months for ECRMC

BUDGETED:

IVHD \$411,000 (Licenses)

ECRMC \$165,000 (Licenses)

BUDGET CLASSIFICATION:

Subscription

RESPONSIBLE ADMINISTRATOR:

Christopher Bjornberg

REVIEWED BY LEGAL:

Yes

No, GPO

RECOMMENDED ACTION:

Approve Purchase

Imperial Valley Health District (FKA Pioneer Memorial | El Centro Regional)

PRELIMINARY

Quotation: Imperial Valley Health District-2025.09.04
Date: November 18, 2025
Enrollment: 65523857
Contract: ITARC-00930
Program: EA

Part Number	Item Name	Quantity	Unit Price	Extended Price
Enterprise Products Pioneer Memorial - renewal				
W06-00446	Core CAL ALng SA UCAL	0	\$ 58.20	\$ -
covered by the M365 F3				
Additional Products				
1 7JQ-00343	SQL Server Enterprise Core ALng SA 2L	14	\$ 2,692.06	\$ 37,688.84
1 7NQ-00292	SQL Server Standard Core ALng SA 2L	62	\$ 702.12	\$ 43,531.44
1 6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL	245	\$ 28.31	\$ 6,935.95
1 9EA-00278	Win Server DC Core ALng SA 2L	80	\$ 150.79	\$ 12,063.20
1 9EM-00270	Win Server Standard Core ALng SA 2L	8	\$ 23.15	\$ 185.20
Coverage 1/1/2026 - 1/31/2027 (13 months)				

Subtotal: \$ 100,404.63 \$ 7,723.43 92,681.20

Subscription Products

Enterprise Products	Item Name	Quantity	Unit Price	Extended Price	\$	\$	\$
AAD-33204	M365 E3 Unified Existing Customer Sub Per User	160	\$ 419.05	\$ 67,048.00	\$ 5,157.54	\$ 61,890.46	\$ -
Additional Products							
TQA-00004	Exchange Online P2 SU Exchange Online Kiosk Per User	1210	\$ 55.82	\$ 67,542.20	\$ 5,195.55	\$ 62,346.65	\$ -
83I-00001	M365 Copilot Sub Add-on	11	\$ 396.83	\$ 4,365.13	\$ 335.78	\$ 4,029.35	\$ -
JFX-00003	M365 F3 FUSL Sub Per User	1210	\$ 93.12	\$ 112,675.20	\$ 8,667.32	\$ 104,007.88	\$ -
GTQ-00002	Power BI Premium EM1 Sub	1	\$ 6,183.86	\$ 6,183.86	\$ 475.68	\$ 5,708.18	\$ -
NK4-00002	Power BI Pro Sub Per User	1	\$ 138.49	\$ 138.49	\$ 10.65	\$ 127.84	\$ -
NYG-00001	Teams AC with Dial Out US/CA Sub Add-on	1210	\$ -	\$ -	\$ -	\$ -	\$ -
N9U-00002	Visio P2 Sub Per User	1	\$ 148.41	\$ 148.41	\$ 11.42	\$ 136.99	\$ -
Coverage 1/1/2026 - 1/31/2027 (13 months)					\$ -	\$ -	\$ -
330,928.54							

 Enterprise Products **El Centro - annual payment**

Enterprise Products	Item Name	Quantity	Unit Price	Extended Price	\$	\$	\$
KV3-00381	Win Enterprise Device ALng Upgrade SA	100	\$ 67.77	\$ 6,777.00	\$ -	\$ 6,777.00	\$ -
Additional Products El Centro							
9GS-00495	CIS Suite Datacenter Core ALng LSA 2L	16	\$ 389.87	\$ 6,237.92	\$ -	\$ 6,237.92	\$ -
5HU-00215	SfB Server ALng LSA	1	\$ 1,537.89	\$ 1,537.89	\$ -	\$ 1,537.89	\$ -
H04-00232	SharePoint Server ALng LSA	1	\$ 2,867.19	\$ 2,867.19	\$ -	\$ 2,867.19	\$ -
7JQ-00341	SQL Server Enterprise Core ALng LSA 2L	2	\$ 5,798.24	\$ 11,596.48	\$ -	\$ 11,596.48	\$ -
7NQ-00302	SQL Server Standard Core ALng LSA 2L	2	\$ 1,512.17	\$ 3,024.34	\$ -	\$ 3,024.34	\$ -
Coverage 2/1/2026 - 1/31/2027 (12 months)					\$ -	\$ -	\$ -
Enterprise Products							
2 AAA-12414	CCAL Bridge O365 Sub Per User	25	\$ 20.15	\$ 503.75	reduced to 25 min allowed	503.75	\$ -
2 U4S-00002	O365 G1 GCC Sub Per User	25	\$ 93.41	\$ 2,335.25	reduced to 25 min allowed	2,335.25	\$ -
Additional Products							
3 JFX-00003	M365 F3 FUSL Sub Per User	860	\$ 85.96	\$ 73,925.60	add	73,925.60	\$ -
3 TQA-00004	Exchange Online P2 SU Exchange Online Kiosk Per User	860	\$ 51.53	\$ 44,315.80	add	44,315.80	\$ -
Coverage 2/1/2026 - 1/31/2027 (12 months)					\$ -	\$ -	\$ -

Subtotal: \$ 411,222.51 \$ 153,121.22

Grand Total: \$ 511,627.14 \$ 484,049.76

<http://www.insight.com/azureterms>

1 pricing is approximate. actual pricing to be determined

2 reduction will require Microsoft approval

3 these would actually be managed in the former Pioneers tenant.