

THE IMPERIAL VALLEY HEALTHCARE DISTRICT

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Support for the IVHD

(AB918)

Tomas Virgen

**NOTICE OF SPECIAL MEETING
1275 MAIN STREET
EL CENTRO, CALIFORNIA 92243**

Monday, April 1, 2024

**THE BOARD OF DIRECTORS OF IMPERIAL VALLEY HEALTHCARE DISTRICT
WILL CONDUCT A
REGULAR MEETING**

**THE REGULAR MEETING WILL BEGIN AT
4:00 P.M
AT
EL CENTRO CITY COUNCIL CHAMBER
1275 MAIN STREET
EL CENTRO, CA. 92243**

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL-DETERMINATION OF QUARUM**
- 3. PLEDGE OF ALLEGIANCE**
- 4. CONSIDER APPROVAL OF AGENDA:**

In the case of an emergency, items 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. 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 COMMENTS:**

At this time the Board will hear comments on any agenda item and on any item not on this agenda. If any person wishes to be heard, he or she shall stand; address the president, identify self, and state the subject for comment. Time limit for each speaker is 3 minutes. A total of 15 minutes shall be allocated for each item. The board may find it necessary to limit the total time allowable for all public comments

on items not appearing on the agenda at anyone one meeting to one hour. A person 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 meeting.

6. CONSENT CALENDAR:

Any member of the Board, staff or the public may request that items for the Consent Calendar be removed for a discussion. Items so removed shall be acted upon separately immediately following approval of items remaining on the Consent Calendar.

7. BOARD COMMENTS: REPORTS ON MEETING AND EVERNS ATTENDED BY DIRECTORS, AND AUTHORIZATION FOR DIRECTOR ATTENDANCE AT UPCOMING MEETINGS AND EVENTS/DIRECOTRS COMMENTS:

- Brief reports by Directors on meetings and events attended. Schedule of upcoming Board meetings and events.

8. DISCUSSION AND/OR ACTION ITEMS:

- Board Governance Training
- Discussion and Possible Action to Approve Special Regulatory Counsel and waivers
 - Hooper Lundy
 - Procopio
- Discussion and Possible Action to Approve Confidentiality and Non-Disclosure Agreement

9. ITEMS FOR FUTURE AGENDA:

This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming meetings and/or identify press release opportunities.

10. ADJOURNMENT:

- Regular Board meetings will be held as determined by the IVHD Board.
- The next regular meeting of the Board will be held: To be Determined.
- 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.

POSTING STATEMENT

A copy of the agenda was posted March **X**, 2024, at 601 Heber Avenue, Calexico, California 92231 at 9:00p.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.

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.

March 18, 2024

ATTORNEY-CLIENT PRIVILEGE

VIA EMAIL

Imperial Valley Healthcare District
c/o Dennis J. Doucette
Procopio
12544 High Bluff Drive, Suite 400
San Diego, CA 92130

Re: Conflict Waiver – Pioneers Memorial Healthcare District and El Centro
Regional Medical Center

Dear Dennis:

You have asked Hooper, Lundy & Bookman, P.C. (“HLB”) to advise Imperial Valley Healthcare District (“District”) as special regulatory counsel, in collaboration with your role as deal counsel, in connection with the acquisitions of Pioneers Memorial Healthcare District (“Pioneers”), Heffernan Memorial Healthcare District (“Heffernan”), and El Centro Regional Medical Center (“El Centro”).

In light of HLB’s client relationship with Pioneers and El Centro, District’s engagement of HLB in connection with the proposed transaction raises potential conflicts of interest for us, and we wish to obtain the informed, written consent of District for our representation of District in light of these potential conflicts of interest. In evaluating whether to grant this consent, it is important for District to understand that in connection with the work we do for District on this matter, the firm’s duty will be to District exclusively, and the firm will be working solely to advance District’s interests, even though those interests may be adverse to those of Pioneers and El Centro. Along the same lines, in connection with the unrelated work we may do for Pioneers and El Centro, our duty will be to maintain the confidences and advance the interests of Pioneers and El Centro.

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c/o Dennis J. Doucette
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HLB may possess or learn confidential information in the course of its unrelated representation of Pioneers and El Centro that could be relevant or important to District. In order to satisfy its ethical obligations to Pioneers and El Centro, HLB cannot disclose this information to District. Likewise, HLB may possess or learn confidential information in the course of its representation of District that could be relevant or important to Pioneers and El Centro. In order to satisfy its ethical obligations to District, HLB cannot disclose this information to Pioneers and El Centro.

We are seeking this conflict waiver from District so that we may represent District exclusively in connection with the proposed transactions. We are requesting that you provide written confirmation of your waiver by signing this letter.

We understand that your consent to our representation of Pioneers and El Centro does not extend to representing Pioneers and El Centro in litigation or other adversarial proceedings against District.

By signing this conflict waiver, District is granting its informed written consent to HLB's engagement in accordance with the terms outlined above. Please consider this letter carefully before consenting. If you have any questions regarding its contents, please feel free to call me.

If District consents to HLB's representation in accordance with this letter, please sign and date this letter on the following page and return it to me at your earliest convenience.

Thank you for your consideration in this matter.

Very truly yours,



Charles B. Oppenheim

CBO/ak

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c/o Dennis J. Doucette
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On behalf of Imperial Valley Healthcare District, the undersigned hereby understands and knowingly and voluntarily agrees to waive the conflicts of interest described above and hereby consents to Hooper, Lundy & Bookman, P.C.'s representing District exclusively in connection with the matter outlined above and representing Pioneers and El Centro on other, unrelated matters.

Imperial Valley Healthcare District

By: _____
Dennis J. Doucette

Dated: March ____, 2024

March 14, 2024

ATTORNEY-CLIENT PRIVILEGE

VIA EMAIL

Imperial Valley Healthcare District
c/o Dennis J. Doucette
Procopio
12544 High Bluff Drive, Suite 400
San Diego, CA 92130

Re: Legal Engagement

Dear Dennis:

We are pleased that you have selected Hooper, Lundy & Bookman, P.C. to serve Imperial Valley Healthcare District (“District”) as special regulatory counsel, in collaboration with your role as deal counsel, in connection with the acquisitions of Pioneers Memorial Healthcare District, Heffernan Memorial Healthcare District, and El Centro Regional Medical Center. This letter is to confirm our recent discussions and agreement as to the terms upon which we agree to provide those and future legal services to District.

Primary responsibility for District’s representation will be retained by me; however, all of the resources of the firm will be available to District. I will involve Robert Miller and Karl Schmitz, and other attorneys, in District’s work where it is appropriate and cost-effective. District will be kept informed of our progress, and we will utilize our best efforts to respond as promptly as possible to District’s inquiries. Likewise, we need to be kept informed of developments that District becomes aware of, and to ensure that it is available when we need its assistance.

It is our practice to require retainers from our clients before commencing work, and our initial retainer for this engagement is \$15,000. This retainer will be applied by us to billings for legal services on the initial and/or any subsequent work we undertake for District. When it has been exhausted, we may require District to provide us with a further retainer. Any such monies not utilized at the termination of our work for District would, of course, be promptly returned to District.

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Our fees are based upon the number of attorney hours devoted to a client's matters, and the then-existing hourly rates for the personnel involved. At present, our hourly rates range from \$1020 to \$1300 for principals in the firm, \$1110 to \$1235 for of counsel, \$990 for senior counsel, from \$565 to \$815 for associates, from \$475 to \$550 for paralegals, and \$250 to \$380 for litigation support, \$815 to \$1255 for government relations. Our hourly rates may be adjusted periodically. Variations in our current hourly rates may be made in some cases, either upward or downward, to account for complexity of issues, uniqueness of services, expertise of the involved attorney, etc. In addition to our fees, we also charge for expenses incurred by us on your behalf. These expenses include, but are not limited to, long distance telephone calls, document processing, photocopying, facsimile, delivery costs and travel expenses.

We will provide District with a detailed statement on a monthly basis, covering our current fees and expenses. It will describe services rendered, and will also show the amount of District's retainer remaining in our trust account or the amount owing to us. Please feel free to contact me, at any time, if you or District have any question concerning our statement.

We require that our clients satisfy their accounts within 10 days of receiving our statements. Only District (and not Procopio) will be responsible for our fees and expenses.

District may terminate our firm's services at any time, upon notice to us. District's termination of our services does not affect your responsibility for payment of legal services rendered and expenses incurred before termination and in connection with an orderly transition of the matter. Similarly, we reserve the right to terminate our services upon notice to District if we determine that to continue would not be in the best interests of either of us, or if fees are not paid on a timely basis.

Agreement to Arbitrate and Mediate

In the event of any disputes between the parties to this Retainer Agreement over professional services rendered, the parties agree to resolve all such disputes through binding arbitration in Los Angeles County before a retired judge of the Los Angeles County Superior Court pursuant to the provisions of California Code of Civil Procedure section 1280 et seq., and the Federal Arbitration Act. Such retired judge shall be selected by mutual agreement of the parties within 15 days of a demand for arbitration by any party. If the parties are unable to select an arbitrator through mutual agreement, an arbitrator shall be designated by the Los Angeles County Superior Court upon petition to that court by any party. The parties agree that speed and cost effectiveness of such arbitration are important to all parties to this agreement, and agree that any such arbitration shall be concluded within 120 days of the date of selection of the arbitrator. The parties also agree that prior to the arbitration, they shall engage in mediation pursuant to a mutually acceptable mediator, to be selected within 15 days of the date of the request for arbitration. If the parties are unable to agree upon a mediator within 15 days of the date of a demand for arbitration by any party, the mediator may be designated by the Los Angeles County

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Superior Court upon petition by any party. The mediation shall be completed within 60 days of the designation of a mediator. The parties shall share the costs of the arbitrator and the mediator, and each party shall bear its own attorneys' fees for both the mediation and the arbitration.

Notwithstanding the foregoing, in the event of an action by this firm to collect fees, Business and Professions Code section 6201 permits District to request non-binding arbitration through the local Bar Association, and if either party is unsatisfied with the outcome of the non-binding arbitration, they have the right to request a *trial de novo* in the Court. With respect to any action or proceeding by this firm to collect fees, District may elect within 30 days of notice of a demand for arbitration by this firm whether to proceed in accordance with the provisions for binding arbitration or whether to proceed in accordance with the procedures set forth in Business and Professions Code section 6201. If District does not, the resolution of any such dispute will proceed in accordance with the mediation and arbitration language set forth in the preceding paragraph.

Once, again, we appreciate your confidence in us and look forward to a mutually enjoyable working relationship with District. Please sign the enclosed copy of this letter and return it to us signifying District's understanding of, and agreement to, these terms.

Very truly yours,



Charles B. Oppenheim

CBO/AK

Imperial Valley Healthcare District hereby agrees to retain Hooper, Lundy & Bookman, P.C. in accordance with the terms set forth above.

Dated: _____

By: _____

Dennis J. Doucette

For: Imperial Valley Healthcare District