

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.12  
(ID # 14759)**

**MEETING DATE:**  
Tuesday, May 25, 2021

**FROM:** FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM:

**SUBJECT:** FACILITIES MANAGEMENT, PURCHASING AND FLEET SERVICES, AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Medical Center - Approval of the Memorandum of Understanding Between the John F. Kennedy Memorial Hospital and the Riverside University Health System Medical Center Regarding the Sale of Surplus Equipment, District 5. [\$0 – RUHS Enterprise Fund 40050]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Accept the Finding from Riverside County Purchasing that the two mechanical air handler units (Equipment) are surplus to the needs of the Riverside University Health System Medical Center (RUHS Medical Center);
2. Find that it is in the best interest to the County to accept the offer of purchase of the surplus Equipment by the John F. Kennedy Memorial Hospital (JFK Hospital) who is in need of such Equipment for the Coronavirus Disease 2019 (COVID-19) preparations at the JFK Hospital;

Continued on Page 2

**ACTION: Policy**

  
Tina Grande, Director of Purchasing and Fleet Services 4/27/2021

  
Rose Salgado, Director of Facilities Management 4/28/2021

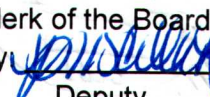
  
Jennifer Crulkaran, Chief Executive Officer - Health System 5/6/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: May 25, 2021  
xc: FM, RUHS

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Approve the Memorandum of Understanding between the John F. Kennedy Memorial Hospital and the Riverside University Health System Medical Center regarding the sale of the Equipment; and
4. Accept the sum of \$40,000 for the sale of the two surplus mechanical air handler units currently in storage at the RUHS Medical Center.

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**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RUHS Enterprise Fund 40050			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2020/21	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

On March 8, 2020, the Riverside County Public Health Officer proclaimed a local public health emergency in response to the increase of new coronavirus (COVID-19) cases diagnosed in Riverside County. The RUHS Medical Center COVID-19 Emergency Preparations (RUHS-MC COVID-19 Emergency Prep) Project goal was to quickly isolate and treat patients diagnosed with COVID-19 safely and efficiently.

There were two mechanical air handler units which were originally intended to be utilized for negative air areas on the 2<sup>nd</sup> and 4<sup>th</sup> floors of the hospital. As the pandemic evolved so did the need of the emergency preparations being made. There was a greater need to increase the quantity negative air rooms at a much closer location to the exterior. Ultimately, the entire emergency department was a better location to accommodate the need for negative air rooms. The originally purchased air handlers could not be returned as they were custom built for their original intent and could not be re-utilized as they were insufficiently sized for the final project scope and subsequently placed in storage as surplus equipment. The units were funded with RUHS Enterprise Fund 40050.

The John F. Kennedy Memorial Hospital expressed interest in the purchase of the Equipment from the County for installation at its own COVID 2019 Emergency Project at JFK Hospital, an acute care facility located at 47-111 Monroe Street in Indio, California. The sale of equipment from the County to the JFK Hospital will be of mutual benefit because the County will recover surplus equipment expenses while aiding the JFK Hospital in its COVID-19 preparations to serve Riverside County residents.

RUHS has determined the equipment to be surplus and County Purchasing has concurred pursuant to Riverside County Ordinance 459, Section 8. Facilities Management recommends the Board approve the Memorandum of Understanding for the release of the Equipment and acceptance of the \$40,000.

**Impact on Residents and Businesses**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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The sale of equipment from the County to the JFK Hospital will be of benefit to Riverside County residents by aiding the JFK Hospital in its COVID-19 project.

**Additional Fiscal Information**

This Board action is for the sale of surplus Equipment from RUHS Medical Center and receipt of \$40,000 from JFK Hospital. This equipment has been deemed surplus by RUHS and concurred with by the Purchasing Agent. Revenue from the sale of surplus property will be received by RUHS as an Enterprise Fund.

Attachment:

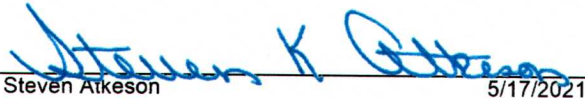
- Memorandum of Understanding between John F. Kennedy Memorial Hospital and Riverside University Health System Medical Center

RS:SP:RB:NS;SC:tv

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Steven Atkeson

5/17/2021

  
Gregory V. Priamos, Director County Counsel

5/6/2021

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE JOHN F. KENNEDY MEMORIAL  
HOSPITAL AND THE RIVERSIDE UNIVERSITY  
HEALTH SYSTEM MEDICAL CENTER  
REGARDING THE SALE OF EQUIPMENT**

This Memorandum of Understanding (“MOU”) is made and entered as of the date of the last signature on the signature page of this contract by and between TENET HEALTHCARE CORPORATION, a Nevada corporation, ON BEHALF OF JOHN F. KENNEDY MEMORIAL HOSPITAL (herein referred to as "JFK HOSPITAL"), and the COUNTY OF RIVERSIDE ON BEHALF OF ITS RIVERSIDE UNIVERSITY HEALTH SYSTEM, MEDICAL CENTER (herein referred to as "COUNTY") for the sale of two (2) surplus mechanical air handler units (herein referred to as “EQUIPMENT”).

WHEREAS, the Riverside University Health System Medical Center is in possession of two (2) surplus mechanical air handler units following the construction of the Riverside University Health System Medical Center Coronavirus Disease 2019 Emergency Department Negative Pressure Project; and

WHEREAS, the JFK Hospital is an acute care facility serving Riverside County residents located at 47-111 Monroe St., Indio, California owned by the Tenet Healthcare Corporation and desires to purchase the two (2) mechanical air handler units for a Coronavirus 2019 Emergency Department Project at the JFK Hospital from the COUNTY; and

WHEREAS, the COUNTY’S sale of the two (2) mechanical air handler units to the JFK Hospital is mutually beneficial to the residents of Riverside County;

NOW THEREFORE, in order to effectuate the above-stated goals, the parties hereby agree as follows:

1. JFK HOSPITAL RESPONSIBILITY: JFK HOSPITAL agrees to the purchase, removal, and transportation of the EQUIPMENT.

1.1 JFK HOSPITAL represents that it is solely responsible for removal of equipment from its storage location and transportation. JFK HOSPITAL further represents and warrants to the COUNTY that it is solely responsible for the existing condition of the equipment.

2. RESPONSIBILITY OF THE COUNTY: The COUNTY’S sole responsibility is to allow access by JFK HOSPITAL and its representatives to remove the EQUIPMENT from its storage location. The

COUNTY is not responsible for certification or warranties of the equipment nor for its installation at the John F. Kennedy Memorial Hospital.

3. COMPENSATION: JFK HOSPITAL shall provide to the COUNTY the sum of Forty Thousand Dollars (\$40,000) for the purchase of two (2) mechanical air handler units at the time of removal of the equipment.

4. HOLD HARMLESS AND RELEASE OF LIABILITY. JFK HOSPITAL agrees to indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective Boards, directors, officers, elected and appointed officials, employees, agents and representatives, ("Indemnified Parties"), from any liability including, but not limited to the actions of the Indemnified Parties, its officials, agents, employees, representatives from and against any and all losses, expenses, claims, actions, liabilities, and judgments, which may be sustained or suffered as a result of or arising out of the purchase and removal of the EQUIPMENT.

4.1 JFK HOSPITAL further assumes all responsibility for any and all risk of property damage or bodily injury that may be sustained while removing equipment on county-owned real property in any exercise, activity, and function, including the use of equipment and facilities of the COUNTY. The JFK HOSPITAL, executors, subcontractors, administrators and assigns, hereby release, waive and discharge the COUNTY, its officers, directors, employees, agents and volunteers of and from any and all claims which the JFK HOSPITAL, executors, subcontractors, administrators and assigns ever may have against any of the above for, on account of, by reason of or arising in connection with conduction the therein, and hereby waive all such claims, demands and causes of action. JFK HOSPITAL releases, discharges, and agrees not to sue the COUNTY, its respective Boards, directors, officers, elected and appointed officials, employees, agents and representatives from any liability whatsoever for any injury, death or damage to or loss of personal property.

4.2 JFK HOSPITAL shall be responsible for all costs and arrangements for removing and relocating the EQUIPMENT from its current location to JFK HOSPITAL's desired destination. JFK HOSPITAL accepts this EQUIPMENT as-is and releases the COUNTY from any and all claims in regards to the EQUIPMENT. JFK HOSPITAL acknowledges that

it is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

To the extent of the release set forth in this Section 4, JFK HOSPITAL hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of California Civil Code.

JFK HOSPITAL Initials  JEK

5. As used in this MOU, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when personally delivered; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To JFK HOSPITAL:  
Indigo Pinto, Manager  
Tenet Healthcare  
14201 Dallas Pkwy, Dallas ,TX, 75254

To COUNTY:  
Sergio Pena, Deputy Director  
Riverside County Facilities Management, Project Management Office  
3133 Mission Inn Avenue, Riverside CA 92507

Notices shall be deemed effective upon receipt or rejection only. Either party may change its address for notice by giving notice of the change of address in accordance with the terms of this section.

6. Amendment. This MOU shall not be changed, modified or amended except upon the written consent of the Parties hereto.

7. Entire MOU. This MOU is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This MOU supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against JFK HOSPITAL solely because it prepared this MOU in its executed form.

8. Counterparts. This MOU may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

9. Binding Effect This MOU is not binding on the parties until duly approved and executed by the authorized delegates for each party.


10. Authority. Subject to the terms and conditions herein, each individual executing this MOU on behalf of their respective party represents and warrants that they are duly authorized to execute and deliver this MOU on behalf of said entity in accordance with the governing documents of such entity, and that upon full execution and delivery this MOU is binding upon said entity in accordance with its terms.

**[Signatures on the following pages]**



IN WITNESS WHEREOF, THE PARTIES AFFIX THEIR SIGNATURES ON THE DATE(S) INDICATED BELOW:

TENET HEALTHCARE CORPORATION

By (Signature): 

Printed Name: John Klopsch

Title: Senior Director of Real Estate Project Management, Tenet Healthcare

Dated: 4/8/2021

COUNTY OF RIVERSIDE

By (Signature): 

Printed Name: Karen Spiegel

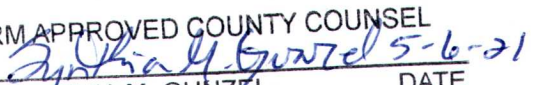
Title: Chair, Riverside County Board of Supervisors

Dated: 05-25-2021

ATTEST:  
KECIA HARPER  
CLERK OF THE BOARD

By: 



FORM APPROVED COUNTY COUNSEL  
BY:  5-6-21  
SYNTHIA M. GUNZEL DATE

