

AGREEMENT BETWEEN
THE COUNTY OF ORANGE (HEALTH CARE AGENCY)
AND
FOOTHILL REGIONAL MEDICAL CENTER
FOR
THE TRANSFER OF PROPERTY TO PROVIDE RESPIRATORY ILLNESS-RELATED
MEDICAL TREATMENT AND TO PRESERVE PUBLIC HEALTH

This Agreement (“Agreement”) is entered into this 2nd day of December, 2022(the “Effective Date”), between the County of Orange, through its Health Care Agency, (“County”) and FOOTHILL REGIONAL MEDICAL CENTER, for the Transfer of Property. FOOTHILL REGIONAL MEDICAL CENTER and County may be referred to individually as “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, on October 31, 2022, the County Health Officer declared a local health emergency based on the rapid rise in cases of Respiratory Syncytial Virus (RSV) and other respiratory illnesses requiring hospitalization of children and adults that exceed the capacity and infrastructure of local hospitals in Orange County; and

WHEREAS, on November 2, 2022, the County of Orange Board of Supervisors adopted Resolution No. 22-133 and Resolution No. 22-134 ratifying the local health emergency declared by the County’s Health Officer; and

WHEREAS, County has 10 Ventilator, Multi-Function Pro Sets as set forth in Exhibit A (“Equipment”) to be used for medical treatment, including respiratory illness-related treatment; and

WHEREAS, FOOTHILL REGIONAL MEDICAL CENTER is in need of Equipment to support its efforts to respond to RSV and other respiratory illnesses and to protect and preserve the public health in general; and

WHEREAS, due to the threat the declared health emergency poses to the safety and welfare of Orange County residents, County has determined the transfer of Equipment to FOOTHILL REGIONAL MEDICAL CENTER is necessary; and

WHEREAS, the Parties have agreed that County shall transfer the Equipment described herein to FOOTHILL REGIONAL MEDICAL CENTER to be used to support its efforts to respond to RSV and other respiratory illnesses and to protect and preserve the public health in general; and

WHEREAS, FOOTHILL REGIONAL MEDICAL CENTER accepts the Equipment and releases County of all responsibility and liability related to the Equipment under this Agreement; and

WHEREAS, all provisions of this Agreement shall be read and construed in a manner that is consistent with the stated purpose herein.

NOW, THEREFORE, the Parties hereby agree as follows:

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EXHIBITS

A. EQUIPMENT/PROPERTY LIST.....

B. RESOLUTION NO. 22-133 and RESOLUTION NO. 22-134.....

I. TERM

The term of this Agreement begins on the Effective Date and ends on the termination of the health emergency or disaster, or when all of the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

II. PURPOSE

The purpose of this Agreement shall be for County to provide the Equipment described in Exhibit A to Foothill Regional Medical Center to provide necessary medical treatment to prevent and control the rapid rise of respiratory illnesses and to protect and preserve the public health in general. The Recitals, which provide further explanation of the purpose of this Agreement, are hereby incorporated by reference.

III. EQUIPMENT DELIVERY

1. County shall make available for pick up at a mutually agreeable time and location, and Foothill Regional Medical Center shall accept and assume ownership, responsibility, and liability for the Equipment set forth in Exhibit A.
2. Foothill Regional Medical Center shall assume responsibility for all costs including, but not limited to the maintenance, use, and disposal of the Equipment.
3. Equipment provided to Foothill Regional Medical Center is being provided on an "AS IS, WHERE IS" basis and County has not made, does not make and specifically negates and disclaims any representations, warranties, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or with respect to Equipment.

IV. COMPENSATION

No monetary compensation shall be exchanged between the Parties for the transfer of Equipment for purposes as described under this Agreement. Any costs related to the maintenance, use, replacement and/or disposal of Equipment is assumed by Foothill Regional Medical Center as outlined in Paragraph III above.

V. INDEMNIFICATION

Foothill Regional Medical Center agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County's Board of Supervisors acts as the governing Board, harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the transfer of Equipment and Foothill Regional Medical Center's receipt and use of Equipment provided under this Agreement. The provision of this paragraph shall survive the termination of this Agreement.

VI. OWNERSHIP

Upon the transfer of Equipment (as described in Exhibit A), Equipment becomes the sole and exclusive personal property of Foothill Regional Medical Center.

VII. CORRESPONDENCE AND NOTICES

A. All correspondence concerning this Agreement must be in writing and sent to:

FOOTHILL REGIONAL MEDICAL CENTER
14662 Newport Ave.
Tustin, CA 92780
Araceli Lonergan, CEO

County of Orange Health Care Agency
Emergency Medical Services
405 W. 5th Street
Santa Ana, CA 92701
Attention: Adrian Rodriguez

B. All notices required under this Agreement must be in writing and addressed as above. County and Foothill Regional Medical Center may mutually agree in writing to change the addresses to which notices are sent.

VIII. TERMINATION

A. Either party may immediately terminate this Agreement without penalty prior to Foothill Regional Medical Center's receipt of Equipment.

B. County may immediately terminate this Agreement without penalty if Foothill Regional Medical Center fails to comply with any of the provisions, covenants or conditions of this Agreement.

IX. MISCELLANEOUS

A. **ATTORNEY FEES.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

B. **ENTIRE CONTRACT.** This Agreement contains the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

C. **AMENDMENTS.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

WHEREFORE, the Parties hereto have executed this Agreement in the County of Orange, California.


By:  _____
Araceli Loneragan
CEO
Foothill Regional Medical Center

By: _____
Clayton Chau, MD, PhD
Director County of Orange
Health Care Agency

Dated: 1/4/2023 _____

Dated: _____

Approved As To Form
County Counsel
County of Orange, California

By:  _____
Deputy

Dated: 12/21/2022 _____

EXHIBIT A to MOU between the County of Orange and Foothill Regional Medical Center
for the transfer of property to provide RSV and other respiratory illnesses medical treatment
and to preserve public health

ITEM	DESCRIPTION	DATE OF PURCHASE	COST	SERIAL/VIN #	DEPLOYMENT LOCATION
PRT-00853-000	Ventilator, Multi-Function Pro Set	5/14/2020	\$17,948	122260P	Foothill Regional Med Ctr.
PRT-00853-000	Ventilator, Multi-Function Pro Set	5/14/2020	\$17,948	120979P	Foothill Regional Med Ctr.
PRT-00853-000	Ventilator, Multi-Function Pro Set	5/14/2020	\$17,948	120872P	Foothill Regional Med Ctr.
PRT-00853-000	Ventilator, Multi-Function Pro Set	5/14/2020	\$17,948	121303P	Foothill Regional Med Ctr.
PRT-00853-000	Ventilator, Multi-Function Pro Set	5/14/2020	\$17,948	121284P	Foothill Regional Med Ctr.
PRT-00853-000	Ventilator, Multi-Function Pro Set	5/14/2020	\$17,948	122243P	Foothill Regional Med Ctr.
PRT-00853-000	Ventilator, Multi-Function Pro Set	5/14/2020	\$17,948	120258P	Foothill Regional Med Ctr.
PRT-00853-000	Ventilator, Multi-Function Pro Set	5/14/2020	\$17,948	122140P	Foothill Regional Med Ctr.
PRT-00853-000	Ventilator, Multi-Function Pro Set	5/14/2020	\$17,948	121302P	Foothill Regional Med Ctr.
PRT-00853-000	Ventilator, Multi-Function Pro Set	5/14/2020	\$17,948	122239P	Foothill Regional Med Ctr.

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
November 2, 2022

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the health officer's jurisdiction, or any part thereof, whenever the health officer reasonably determines that there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent;

WHEREAS, on October 31, 2022, the County's Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a Respiratory Syncytial Virus and other respiratory illnesses in Orange County.

WHEREAS, under Health and Safety Code Section 101080, the local health emergency shall not remain in effect for more than seven days unless ratified by the Board of Supervisors;

WHEREAS, the Board of Supervisors hereby finds that there continues to exist an imminent and proximate threat to public health from the introduction of Respiratory Syncytial Virus and other respiratory illnesses in Orange County for reasons set forth in the declaration of local health emergency by County's Health Officer, dated October 31, 2022;

NOW, THEREFORE, BE IT RESOLVED by the Orange County Board of Supervisors that:

1. The local health emergency declared by the County's Health Officer on October 31, 2022, is hereby ratified. Under Health and Safety Code Section 101080, the local health emergency may remain in effect for no more than 30 days from the date of this Resolution.
2. The County's Health Officer is directed to bring for review by the Board of Supervisors the need for continuing the local health emergency no later than the date

coinciding with the expiration of this Resolution


3. The Board of Supervisors delegates authority to the County's Health Officer to terminate the local health emergency, pursuant to Health and Safety Code Section 101080, "at the earliest possible date that conditions warrant the terminations."
4. All County departments and agencies take those actions, measures, and steps deemed necessary to assure the health, safety and welfare of Orange County citizens and property, including requesting mutual aid to the extent such aid is necessary.

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The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on November 02, 2022, to wit:

AYES:	Supervisors:	DONALD P. WAGNER, DOUG CHAFFEE, ANDREW DO KATRINA FOLEY, LISA A. BARTLETT
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	



 CHAIRMAN

STATE OF CALIFORNIA)
)
 COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors


IN WITNESS WHEREOF, I have hereto set my hand and seal.



 ROBIN STIELER
 Clerk of the Board
 County of Orange, State of California



Resolution No: 22-133
 Agenda Date: SPECIAL MEETING, 11/02/2022
 Item No: 1

 I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California

Robin Stieler, Clerk of the Board of Supervisors
 By: _____
 Deputy

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
November 2, 2022

WHEREAS, Government Code Section 8630 and section 3-1-6(a) of the Codified Ordinances of the County of Orange empower the Director of Emergency Services to request the Chair of the Emergency Management Council to proclaim the existence or threatened existence of a local emergency, subject to ratification by the Board of Supervisors within seven days; and

WHEREAS the Centers for Disease Control and Prevention is seeing significant rises in respiratory illnesses across the nation, and issued a warning of a potentially severe flu season; and

WHEREAS Orange County is experiencing a high level of Respiratory Syncytial Virus and other respiratory illnesses requiring hospitalization of children exceeding the capacity and infrastructure of our designated children's hospitals; and

WHEREAS local levels of respiratory illnesses that are resulting in increased hospitalizations are expected to continue to increase for both children and adults with the onset of colder temperatures and upcoming holiday gatherings; and

WHEREAS, based on the foregoing, there is a continued threat of circulating Respiratory Syncytial Virus, Influenza and COVID-19 in Orange County and a threat to the public health of the County residents; and

WHEREAS, Orange County has a population of over 3 million residents, is a major tourist destination, has a high-volume airport within its jurisdiction and is a significant destination for business travel all resulting in high volumes of foreign and domestic travelers traveling into and out of the County, which has the potential to result in significant spreading of Respiratory Syncytial Virus and other respiratory illnesses; and

WHEREAS, the Health Officer of the County of Orange has determined that the County

is preparing for an imminent and proximate threat to public health due to the Respiratory Syncytial Virus and other respiratory illnesses; and

WHEREAS communities within the geographic boundaries of the County of Orange have and will continue to prepare and, as necessary, take significant response actions to any developing contagion and to any other risks that may arise from introduction and possible spread of the Respiratory Syncytial Virus and other respiratory illnesses; and

WHEREAS the above-described events are creating conditions of extreme peril and such conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County, requiring the combined forces of other political subdivisions to combat;

WHEREAS, at the request of the Director of Emergency Services, the Chair of the Emergency Management Council, on October 31, 2022, did proclaim the existence of local emergency within the County of Orange; and

WHEREAS, the Board of Supervisors does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency; and

WHEREAS, the Board of Supervisors also finds a local emergency does exist and shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors does hereby ratify the Chair of the Emergency Management Council's October 31, 2022, Proclamation of a Local Emergency.

BE IT FURTHER RESOLVED that all powers, functions, and duties of the emergency organization of the County of Orange shall be vested in such persons as prescribed by federal and state law, by County ordinances and resolutions, and by the Orange County Emergency Plan now in effect.

BE IT FURTHER RESOLVED that all County departments and agencies take those actions, measures, and steps deemed necessary to assure the safety and welfare of Orange County citizens and property, including requesting mutual aid to the extent such aid is necessary.

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The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on November 02, 2022, to wit:

AYES:	Supervisors:	DONALD P. WAGNER, DOUG CHAFFEE, ANDREW DO KATRINA FOLEY, LISA A. BARTLETT
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	




 CHAIRMAN


STATE OF CALIFORNIA)
)
 COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors

IN WITNESS WHEREOF, I have hereto set my hand and seal.



 ROBIN STIELER
 Clerk of the Board
 County of Orange, State of California



Resolution No: 22-134
 Agenda Date: SPECIAL MEETING, 11/02/2022
 Item No: 1



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California

Robin Stieler, Clerk of the Board of Supervisors

By: _____
Deputy