



---

**West Contra Costa Healthcare District  
Doctors Medical Center  
Board of Directors**

---

**Wednesday, December 9, 2015**

**4:30 PM**

**San Pablo City Council  
Chambers**

**13831 San Pablo Avenue  
San Pablo, CA**



**WEST CONTRA COSTA HEALTHCARE DISTRICT  
DOCTORS MEDICAL CENTER**

**BOARD OF DIRECTORS MEETING**

**WCCHD DOCTORS MEDICAL CENTER  
BOARD OF DIRECTORS  
MEETING  
December 9, 2015 - 4:30 P.M. PST  
San Pablo City Council Chambers  
13831 San Pablo Ave.  
San Pablo, CA 94806**

**Board of Directors**  
*Eric Zell, Chair  
Deborah Campbell, Vice Chair  
Irma Anderson  
Nancy Casazza  
Beverly Wallace*

**AGENDA**

- 1. CALL TO ORDER** E. Zell, Chair
- 2. ROLL CALL**
- 3. PUBLIC COMMENTS** E. Zell, Chair  
*[At this time persons in the audience may speak on any items not on the agenda and any other matter within the jurisdiction of the District Board]*
- 4. APPROVAL OF MINUTES OF July 29, 2015**
- 5. ADJOURN TO CLOSED SESSION**
  - a. Conference on potential litigation pursuant to Gov. Code Sections 54956.9(d)(2) and 54956.9(d)(4)
  - b. Conference with Real Property Negotiators regarding: R. Norris, Attorney/  
K. White, Interim CEO
    - Property: Hospital Campus (District Asset Disposition Plan)
    - Negotiators: K. White / R. Norris
    - Parties: Potential purchasers including Royal Guest Hotels
    - Potential Real Property Consultants: Kennedy Wilson Real Estate Brokers
- 6. ANNOUNCEMENT OF REPORTABLE ACTION(S) TAKEN IN CLOSED SESSION, IF ANY**
- 7. OPERATIONS AND FINANCIAL UPDATE** K. White, Interim CEO
  - a. Discussion
  - b. Presentation
  - c. Public Comment
  - d. *ACTION: For Information Only*

**8. CONSIDERATION OF RESOLUTION APPROVING PURCHASE  
SALE AGREEMENT WITH ROYAL GUEST HOTELS**

R. Norris  
E. Shaffer

- a. Discussion
- b. Presentation
- c. Public Comment
- d. *ACTION: Approval of Resolution for Purchase Sale Agreement*

**9. VENDOR EQUIPMENT DISPOSITION**

B. Ellerston

- a. Discussion
- b. Presentation
- c. Public Comment
- d. *ACTION: Approval of Vendor Equipment Disposition Agreement*

**10. ADJOURNMENT OF MEETING**

E. Zell, Chair

**Approval of  
July 29, 2015 Minutes**

---

**TAB 1  
Agenda Item 4**



**West Contra Costa Healthcare District**

**BOARD OF DIRECTORS**

**WCCHD DOCTORS MEDICAL CENTER  
BOARD OF DIRECTORS**

**July 29, 2015 – 4:30 P.M.  
San Pablo City Council Chambers  
13831 San Pablo Ave.  
San Pablo, CA 94806**

**Irma Anderson's Location  
101 Hollingsworth Road  
Milton, MA 01286  
800-511-1465**

**Board of Directors**

**Eric Zell, Chair  
Deborah Campbell, Vice Chair  
Irma Anderson  
Nancy Casazza  
Beverly Wallace**

**MINUTES**

**1. CALL TO ORDER**

The meeting was called to order at 4:35 P.M. The meeting was held in honor and memory of former CEO Dawn Gideon.

**2. ROLL CALL**

Quorum was established and roll was called:

*Present:*

*Eric Zell, Chair  
Irma Anderson via phone  
Deborah Campbell  
Beverly Wallace  
Nancy Casazza*

**3. PUBLIC COMMENTS**

There were public comments made by:

M. Mellander  
W. Lack  
T. Peck

**4. APPROVAL OF MINUTES OF MAY 12, 2015**

*The motion made by Director Wallace and seconded by Director Casazza to approve the May 12, 2015 minutes passed with Vice Chair Campbell abstaining.*

**5. ADJOURN TO CLOSED SESSION**

The meeting adjourned to Closed Session at 4:45.

**6. ANNOUNCEMENT OF REPORTABLE ACTION(S) TAKEN IN CLOSED SESSION, IF ANY**

Reportable action from closed session included the decision to not pursue Measure J. The action passed with 4 aye's and Vice Chair Campbell abstaining.

**7. COMMUNITY UPDATE**

M. Lynch provided an update on the Lifelong Urgent Care Clinic. The clinic is open 7 days/week from 12:00 – 8:00 and they provide basic urgent care services. The staff consists of 2 providers, 1 RN, 1 x-ray tech, 2 urgent care techs, 2 receptionists and 1 urgent care coordinator/case manager. They average 40 visits daily Monday – Friday, 23 visits on Saturdays and 11 visits on Sunday with a total of 3,334 visits between April and July. Between April 23 and June 30, they have had 47 ambulance transfers from their clinic. The highest number of patients seen are Medi-cal, however, they have seen a higher number of uninsured patients than were previously seen at Doctors Medical Center.

Dr. W. Walker reported that there has been no change in distribution of patients to other area hospitals and no significant change in EMS calls since Doctors Medical Center closed. Kaiser Richmond has seen more walk in patients and patients are encouraged to contact the advice nurse prior to presenting to the ED. Lifelong is working with Kaiser to get specific data on the number and types of patients that are prior DMC patients. They are also working on education for the community regarding the basic services and weekend hours at the Urgent Care Clinic.

**PUBLIC COMMENTS**

There were public comments made by:

M. Mellander

J. Belle

*This report was informational only.*

**8. OPERATIONS AND FINANCIAL UPDATE**

H. Emahiser presented a financial update. The wind down is going as expected and the projected cash balance by December 2015 is \$548,218.00. The sale of the property is important and it was noted that if a sale does not go through, the District's liabilities will be at risk. All costs going forward will be towards historical liabilities. A request was made to provide attorney and consultant fees for Board and public information. A budget update may be provided at the next Board meeting.

K. White gave an operations update. DMC continues to see a few minor urgent care needs patients presenting for services, they are referred to urgent care. The major requests are for medical records, which are coming in at 20-25 per day. Physician offices reported seeing higher acuity patients in their offices. We currently have 21 employees on payroll with a core of 15 working 3 days/week, we are closed Monday and Friday to save costs. Staff includes materials management, IT, finance, medical records, security, plant ops, housekeeping, and administrative staff. The focus of our operations are the disposition of hospital equipment and furniture; collections, billing, payroll, and banking; developing a records retention plan for all files, both paper and electronic.

We have decreased our phone and fax lines, transitioned the DMC hospital website to the District Website and moved to a PO Box for mail delivery and pick up. We continue to provide tours to potential real estate buyers and review offers weekly. Administrative duties include providing medical records, workers comp claims, employee verifications, regulatory questions, vendor management, confirming physician credentialing requests, and researching multiple questions/concerns. Upcoming goals are the migration of records and processes to new contract services, including bookkeeping, AR collections, and record retention; completing the sale of equipment, furniture, and the actual property; transitioning to a new District Team, which means identifying personnel, maintaining a communication hub, and deciding on a location, possibly virtual. Our goal is to have these accomplished by January 2016.

K. White provided a plan for preservation of DMC records. Upon closure of a hospital, there are regulatory requirements which include healthcare records as well as non patient records, such as OSHPD, cost reports, human resources, credentialing, employee tax, claims, and administrative documents. Our current records exist on more than 15 IT systems, both digital and paper archives. Our goal is to migrate the records to a single host site in a fiscally responsible manner that also meets the needs of the customer requesting information in the future. We met with numerous vendors looking for the following criteria: the information would be seamlessly provided to our customers, the lowest cost for short and long term storage, the need for minimal technical assistance for conversion, appropriate security of records, and one that would meet all the legal requirements. Xerox is the only company to provide all components in addition to the essential data security and competitive pricing. The agreement is for 7 years at a cost of \$1,095,920. After the 7 year contract is up, administration can re-negotiate the contract to ensure continuity. After collaborating with several vendors, our IT staff recommends Xerox as the vendor of choice.

***The motion made by Director Wallace and seconded by Director Anderson to approve the Xerox Service Agreement passed unanimously.***

K. White presented the vendor proposals for selling of equipment. Inventory on all equipment and furniture was completed in May 2015. Bidding for the liquidation of the assets was open in June 2015. There were 9 vendor inquiries, all of which were provided a tour upon their requests. The vendors were given a deadline for proposals of June 24, 2015. The criteria that vendors had to meet included the highest cash proceeds to DMC, the lowest cost to DMC, and prompt liquidation of the assets. Of the 9 vendors who submitted proposals, 2 were for specific items only. Three of the 7 gave options for guaranteed amounts ranging from \$375,000 to \$927,000. Only 3 of the vendors would be at no cost to DMC. The timeframes ranged from 60-90 days, however, 3 did not state a timeframe. A vendor proposal grid was provided as informational. After a vendor who had previously toured the facility proposed a higher offer, discussion ensued regarding the re-opening of the touring and proposal process. It was noted that all vendors were given the same tour, the same information, with the requirement to meet the June 24 deadline with their proposals. Our financial consultant stated that waiting an additional 30 days for the process to re-open would not be financially advisable. After collaborating with several vendors, our administrative staff recommends Centurion as the vendor of choice.

***The motion made by Director Wallace and seconded by Director Anderson to approve the Centurion Service Agreement passed with Directors Casazza, Wallace, and Anderson voting yes, and Chair Zell and Vice Chair Campbell voting no.***

#### **PUBLIC COMMENTS**

There were public comments made by:

W. Lack

M. Mellander

L. Ramondetta  
T. Kay  
D. Barkoff  
J. Belle  
E. Tivin

THE MEETING WAS ADJORNED AT 8:35 P.M.

**OPERATIONS AND FINANCIAL  
UPDATE  
(Presentation)**

---

**TAB 2  
Agenda Item 7**



---

**CONSIDERATION OF RESOLUTION  
APPROVING PURCHASE SALE  
AGREEMENT WITH ROYAL GUEST  
HOTELS**

---

**TAB 3  
Agenda Item 8**



**ARCHERNORRIS**  
A PROFESSIONAL LAW CORPORATION

2033 North Main Street, Suite 800  
Walnut Creek, CA 94596-3759  
925.930.6600  
925.930.6620 (Fax)  
www.archernorris.com

**EDWARD L. SHAFFER**  
eshaffer@archernorris.com  
925.952.5409

## **CONFIDENTIAL MEMORANDUM**

**TO:** Board of Directors, West Contra Costa Healthcare District

**CC:** Kathy White, Interim CEO  
Colin Coffey

**FROM:** Edward L. Shaffer

**DATE:** November 23, 2015

**RE:** Sale of Doctors Medical Center – Consideration of Offers

---

### **Background**

The West Contra Costa Healthcare District received a number of offers earlier this year to buy the Doctors Medical Center (“DMC”) property owned by the District. Some proposed to renovate and reuse the buildings, while others involved demolition and new construction. Proposals for new types of use (i.e., residential or commercial) would require more City land use approvals, compared with medical-related uses. New construction projects likely would require more environmental studies before City approval. There were no viable offers to purchase the property for acute care medical services.

The YMCA was considered a strong candidate, but canceled its offer. At a closed session on July 29, 2015 the Board reviewed the remaining offers and instructed the District’s real estate negotiator to work with Drever Capital as the preferred buyer. Drever Capital offered \$19,000,000 and proposed renovating DMC to use as a dementia facility. The Board told staff that if the Drever Capital deal could not be finalized, a bid from V Covington LLC (HealthVest) to operate a psychiatric hospital should be pursued. Both offers appeared preferable to others because they planned to reuse the building and did not require demolition and new construction.

However, Drever Capital withdrew its offer. Staff then negotiated a letter of intent (“LOI”) with V Covington for \$10,000,000. The LOI was not binding or exclusive, and it allowed the District to continue seeking other offers until a formal purchase and sale agreement (“PSA”) was signed.

In the meantime, the District received a new offer from Royal Guest Hotels (“RGH”). RGH proposed to renovate DMC and convert it into a hotel. We were told that San Pablo City officials played a role in encouraging RGH to make a bid – though the City has not formally

signaled it will approve RGH's project. Relying on the Board's previous direction regarding terms and buyers, staff pursued a deal with RGH. Staff considered RGH's proposal better than V Covington in part because of the higher price and because of the apparent City support, which suggests approval is more likely.

Staff and RGH signed an LOI on September 15, 2015. V Covington was notified, but also was told that the District might reactivate their LOI if the RGH deal did not culminate in a sale. The LOI with RGH also is not binding and allows the District to continue considering offers until a PSA is signed. The District's realtor has continued marketing efforts while its real estate negotiator work with RGH.

### **Consideration of RGH Offer**

Tentative terms have been negotiated and a draft PSA has been prepared for the Board's consideration, which the buyer indicates it is ready to sign. The purpose of this memo is to outline the proposed terms of sale to RGH. A closed session will be held on December 9 for the Board to discuss the terms with staff and the real estate negotiator. If the Board does not require any further negotiation, it can proceed to conduct its scheduled public hearing on December 9 to receive comments and then decide whether to approve the PSA and authorize its execution.

Following are the material terms of the proposed PSA with RGH.

- 1. Price.** *\$13,500,000.* The District did receive higher offers. However, the Board decided that other deals would take too long to close and were too speculative, in part because of needed environmental studies and City approvals – especially if demolition and new construction were involved. In staff's opinion the RGH deal provides more certainty and hopefully a shorter wait. The District's realtor considers this a fair price.
- 2. Closing Schedule.** *120-day Contingency Period for due diligence investigations, with closing 30-60 days after RGH confirms it will proceed with the purchase. The Contingency Period begins after the City decides that it will not exercise its Right of First Refusal to buy DMC on the same terms. The PSA will be submitted to the City once it is signed, and the City then has 20 business days to decide.* This means that closing may occur in 6-7 months.
- 3. Deposit.** *\$100,000, which will be released to the District after RGH completes its due diligence and decides to continue with the purchase. Once the deposit is received, under most circumstances the money will be nonrefundable if RGH cancels the purchase. The deposit also will serve as the District's liquidated damages remedy if RGH defaults.*
- 4. Financing.** *RGH must demonstrate it has funding within the first 60 days of the Contingency Period, or the District may terminate the deal.* This protects the District from waiting until the final closing date only to learn financing isn't available.
- 5. Existing Encumbrances.** *RGH accepts existing leases and easements the District gave cellular companies to operate antennas on the DMC roof and a Comcast easement to the building. (They should be able to accommodate those uses while renovating and reusing the property.)* This is preferable to alternatives involving demolition and new construction, which might lead to claims against the District by the cellular companies.

November 20, 2015

**FAIR VALUE ANALYSIS OF PROPOSED SALE OF DOCTORS MEDICAL CENTER**

**By John Troughton, Vice President, Kennedy Wilson Brokerage Group  
Real Estate Agent for West County Healthcare District**

In early 2015 the West Contra Costa Healthcare District closed Doctors Medical Center (“DMC”). The District now desires to sell its DMC. California Health and Safety Code section 32121.2 authorizes the District Board of Directors to sell surplus property “*at fair market value by any method determined appropriate by the board.*” The District has negotiated to sell DMC to Royal Guest Hotels (“RGH”) for \$13,500,000.

I was hired by the District to market and negotiate sale of DMC. The purpose of this report is to describe the marketing effort and its results, and demonstrate that under the circumstances this is a fair value for the property that satisfies Section 32121.2.

**Summary of DMC Marketing Effort.**

In 2014 the District sold long-term rights to use the rear parking lot of DMC to the Lytton Rancheria of California for Ladbrokes Casino parking. In early 2015 the City of San Pablo purchased the rear parking lot outright, together with medical buildings and other District property on Vale Road. This left the District with 8.3 acres occupied by the DMC complex and surrounding parking lots.

The District then retained my company, and I undertook an extensive effort to market DMC and its remaining land. We sent informational material to hundreds of potential buyers and gave tours of the property to dozens who showed an interest. We reached out to many different types of users, including residential and commercial developers and real estate investors who purchase land for resale.

The District separately retained The Camden Group, a healthcare consulting company, to solicit medical providers who might be interested in reusing DMC. This reflected the District’s interest in seeing DMC used to provide some type of medical service to the community.

**Marketing Results.**

The District received seven formal offers, with purchase prices ranging from \$7,000,000 to \$20,000,000. Three were based on demolishing DMC and building new residential, commercial or office projects. Three intended to renovate and reuse the existing buildings for medical purposes. One (the current buyer) plans to renovate the property as a hotel.

The District Board decided to focus on offers involving reuse of the building. Even though other offers were higher, the Board and its advisors were concerned that those projects would require lengthy and potentially controversial environmental review and approval processes that would delay closing, and

carried a higher risk of not being approved by the City and thus failing to close. Some of those offers also were viewed as less reliable because they did not come from developers but real estate middlemen who would need to arrange separate deals with actual builders, increasing the risk they might cancel the purchase later in the process. Reuse proposals were viewed as less risky, and more likely to close sooner. We understood that the Board's decision process was influenced by the need to generate revenue to cover District obligations related to closing DMC.

During the District's review and negotiation process, two of the reuse bidders withdrew. This left the District with two deals: for \$10,000,000 and \$13,500,000. The District has chosen the higher offer.

**Current Offer.**

RGH proposes to pay \$13,500,000 and renovate DMC to operate it as a hotel. The District is informed that City of San Pablo officials played a role in encouraging RGH to make a bid. While the City has not formally signaled that it will grant approvals RGH may need for its project, this early interest is an encouraging sign. Compared with other offers that required demolishing DMC to build a new commercial or residential facility, the RGH project should be less complex and the development process should have fewer environmental consequences for the City to consider. The City also might see a hotel use as complementing and strengthening other businesses in the area, reducing the risk of project denial.

As part of the negotiated deal, RGH agreed to accept existing arrangements that allow two cellular companies to operate antennas and equipment on the DMC roof. This avoids the risk of the District becoming involved in a conflict if a buyer attempted to terminate the cellular company's lease and easement rights.

**Comparable Sales.**

DMC is a unique property. It is difficult to identify real estate sales that are appropriate to serve as comparables. Renovation and reuse of the large multi-story building would be very different than typical reuse projects in West Contra Costa County – or anywhere in the Bay Area. Similarly, demolition and new construction would be different and more challenging than projects involving removal of smaller buildings.

We identified 11 sales in West County in the past two years for price comparisons. The chart below shows that prices per square foot of land and per square foot of building space varied greatly, depending on factors such as size, location, building condition, existing use and allowed uses. In general, DMC's values fall in the middle of the ranges. The best comparison is with the much smaller East Bay Hospital nearby in Richmond, which had slightly lower per square foot values than RGH's offer for DMC.

	Property	Use	Sale Price	Bldg SF	Price per SF bldg	acres	Price per SF land
	DMC		\$13,500,000.00	263,000	\$51.33	8.3	\$37.34
1	East Bay Hospital	Hospital	\$1,150,000.00	35,346	\$32.54	1.01	\$26.14
2	2101 Vale	Med. Office	\$2,245,000.00	20,438	\$109.84	1.5	\$34.36
3	2023 Vale	Med. Office	\$4,800,000.00	33,928	\$141.48	2.39	\$46.11
4	2490 Landcaster	Apartments	\$40,000,000.00	210,580	\$189.95	11.1	\$82.73
5	298 W Chanslor	Apartments	\$10,300,000.00	75,000	\$137.33	12.3	\$19.22
6	14771 San Pablo	Motel	\$875,000.00	3,271	\$267.50	0.29	\$69.27
7	915 W Cutting	Motel	\$6,990,000.00	47,360	\$147.59	3.26	\$49.22
8	830 Marina	Industrial	\$8,000,000.00	242,720	\$32.96	10.01	\$18.35
9	211 W Cutting	Industrial	\$18,350,000.00	245,144	\$74.85	13.4	\$31.44
land 1	Richmond Pkwy & Parr	Indus. Land	\$13,692,619.00			30	\$10.48
land 2	2995 Atlas	Indus. Land	\$10,000,000.00			42	\$5.47

Based on our firm's substantial experience marketing properties in the region, bare land ready to build on and already approved for multi-family residential development sells for approximately \$2,000,000 per acre. (Bare land bought for commercial or industrial development generally is priced lower, so this is a best-case comparison.) That would represent a potential high-end price for the 8.3-acre DMC property of \$16,600,000. However, this does not reflect the substantial expense of demolishing the DMC building, or the delay that demolition would add to being able to build and market new housing. It also doesn't recognize the underlying risk that the City might not approve the site for residential or commercial use, or the expensive and time-consuming environmental review and approval process. Any buyer considering this type of use would factor in these details to discount its offer.

Demolition/new construction offers typically are conditioned on approval, meaning the District would have to wait – likely more than a year – to know whether it actually had a sale. Developers rarely are willing to buy property upfront before knowing if their projects will be approved, and such deals often lead to price reductions.

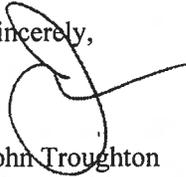
**Conclusions.**

I have worked on large real estate marketing efforts in West Contra Costa and the Bay Area for more than 20 years, handling complex transactions involving raw land, demolition and new construction, and renovation/reuse projects for commercial, industrial, residential and institutional uses. For this report I reviewed commercial transactions in West County over the past two years.

While the District negotiated with the \$10,000,000 bidder and then with RGH, we continued marketing efforts. I notified the original bidders that they still might have an opportunity to buy the property. However, none of them inquired further or made new offers. This confirmed my suspicion – based on experience – that earlier very high offers were made in speculation by bidders who were more likely to renegotiate later to reduce their final purchase price, after the District had committed to their proposal. This supports our conclusion that RGH's \$13,500,000 price fairly reflects the market value of DMC. Otherwise, other bidders would have returned with better offers and/or more attractive terms.

In my professional opinion the District is receiving a fair price for DMC. This is strengthened taking into consideration the District's desire to reduce its risk and avoid a lengthy delay before closing escrow.

Sincerely,



John Troughton  
Vice President  
510.908.5007 cell  
[jtroughton@kennedywilson.com](mailto:jtroughton@kennedywilson.com)

**WEST CONTRA COSTA HEALTHCARE DISTRICT**

**RESOLUTION NO. 2015-\_\_**

**RESOLUTION AUTHORIZING AND DIRECTING EXECUTION OF AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND RELATED DOCUMENTS, AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO**

RESOLVED, by the Board of Directors (the "Board") of the West Contra Costa Healthcare District, Contra Costa County, California (the "District"), as follows:

WHEREAS, pursuant to Section 32121 (c) of the California Health and Safety Code, the District has the power to buy and sell interests, including leaseholds and easements, in real property;

WHEREAS, RGH San Pablo, LLC ("RGH") offered to purchase from the District certain real property in San Pablo consisting of Doctors Medical Center ("DMC") at 2000 Vale Road and approximately 8.3 acres on which DMC and its accessory improvements are located;

WHEREAS, the District and RGH negotiated a purchase price of \$13,500,000.00, in accordance with the terms and conditions set forth in that certain Purchase and Sale Agreement attached to this Resolution as Attachment 1 (the "PSA"), and the Board finds based on information provided and arms' length negotiations with RGH that this represents fair value;

WHEREAS, RGH's purchase of the District property permits the District to meet certain financial obligations, in a manner that it would not be able to otherwise meet in a timely fashion;

WHEREAS, members of the Board have reviewed the PSA with the aid of its management;

WHEREAS, the Board has considered whether the proposed transaction requires consideration under the California Environmental Quality Act;

NOW, THEREFORE, the Board of Directors hereby DECLARES and ORDERS, as follows:

1. The Board of Directors of the West Contra Costa Healthcare District hereby approves the proposed transaction generally as described in the PSA and hereby directs and authorizes the District's Chief Executive Officer to finalize and execute the following documents, each of which incorporates the terms and conditions set forth in the PSA, and otherwise contains such terms and conditions that are consistent therewith and are deemed in the Chief Executive Officer's judgment to be reasonable and necessary to effectuate the transaction:

the PSA; a recordable grant deed; assignment of leases; and such other documents deemed in the Chief Executive Officer's judgment to be reasonable and necessary to effectuate the transaction.

2. All actions heretofore taken by the officers and agents of the District with respect to the execution, delivery and completion of the transaction approved by this Resolution are hereby approved, confirmed and ratified.

3. The Chief Executive Officer is authorized to take such other steps and do such acts and things, all as in her judgment may be necessary, appropriate or desirable on behalf of and in the name of the District to carry out, observe and perform and enforce the performance by others of, and comply with, the terms and provisions of the proposed transaction, and to consummate the transaction herein contemplated.

5. The Board finds that sale of the District's property is exempt from the need for consideration under Public Resources Code section 21000 et seq., the California Environmental Quality Act ("CEQA"), and under California Code of Regulations Title 14, Chapter 3 (the "CEQA Guidelines"), (a) pursuant to CEQA Guidelines section 15301 ("Existing Facilities – minor alteration") as they involve proposed continued use of an existing building that will not have a significant effect on the environment, (b) pursuant to CEQA Guidelines section 15312 ("Surplus Government Property Sales"), (c) pursuant to the general "common sense" exemption in CEQA Guidelines section 15061(b)(3) where no physical alterations to the properties are intended and it can be concluded with certainty that there is no risk of mere change in ownership causing significant environmental impacts, and (d) the transactions do not qualify as a "project" under CEQA Guidelines section 15378 because they do not have the potential to result in a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and each grounds for exemption independently is sufficient to support this finding. The Board further finds that to the extent RGH's future use of DMC and the property may require discretionary approvals by the City of San Pablo and/or other public agencies, those agencies will be required to comply with CEQA before granting such approvals and allowing such uses, and it would be premature and overly speculative for the District to undertake CEQA review before approving and consummating this transaction.

6. The Board authorizes and directs the Chief Executive Officer to file a notice of exemption pursuant to CEQA Guidelines section 15062 with the County Clerk of Contra Costa County, reflecting this Resolution and the exempt status of this Resolution.

7. This Resolution shall take effect upon its adoption by this Board.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of December, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Eric Zell, Chair of the Board of Directors  
West Contra Costa Healthcare District

---

Nancy Casazza, Secretary of the Board of Directors  
West Contra Costa Healthcare District

## Secretary's Certification

I, the undersigned Secretary of the West Contra Costa Healthcare District, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by the Board of Directors of the District at a meeting thereof held on the 9<sup>th</sup> day of December, 2015.

---

Nancy Casazza, Secretary of the Board of Directors  
West Contra Costa Healthcare District

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into as of December \_\_, 2015 by and between WEST CONTRA COSTA HEALTHCARE DISTRICT, a political subdivision of the State of California, dba Doctors Medical Center of San Pablo (“**Seller**”), and RGH SAN PABLO, LLC, a California limited liability company or its affiliated successor or assign (collectively “**Buyer**”). Buyer and Seller may be individually identified herein as a “Party” or jointly as the “Parties”.

### ARTICLE I PROPERTY

1.01 Sale Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, including but not limited to the City of San Pablo’s right of first refusal as described in Section 8.01(m), the following (hereinafter referred to collectively as the “**Property**”):

(a) Land. Certain real property commonly known as Doctors Medical Center, located at 2000 Vale Road, San Pablo, California, and more particularly described in Exhibit A hereto (“**Land**”). The Land shall be conveyed to Buyer in fee pursuant to the grant deed in the form of Exhibit B hereto (“**Deed**”);

(b) Appurtenances. All rights, privileges and easements appurtenant of Seller to and for the benefit of the Land, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and/or under the Land as well as all development rights, air rights, utility rights, water, water rights and water stock relating to the Land and any other easements, rights-of-ways, access rights, licenses or appurtenances currently existing in favor of Seller relating to or used in connection with the ownership, operation, use, occupancy or enjoyment of the Land, or any other appurtenance, together with all rights currently owned or held by Seller in and to streets, sidewalks, alleys, driveways, parking areas and areas adjacent thereto or used in connection therewith, and any land lying in the bed of any existing or proposed street adjacent to the Land (all of which are collectively referred to as the “**Appurtenances**”), provided, the foregoing Appurtenances will not include licenses or other approvals issued by the State or other entities related to use of the Property for a hospital or other medical services;

(c) Improvements. All of Seller’s right, title and interest in and to all improvements and fixtures located on the Land, including, without limitation, Doctors Medical Center and associated improvements and all of which are located on the Land (collectively, “**Improvements**”); and

(d) Intangible Property. Any intangible personal property now or hereafter owned by Seller and used in the ownership, use or operation of the Land, Appurtenances, and Improvements, any land use rights, utility contracts or other agreements or rights relating to the ownership, use and operation of the Land, Appurtenances and Improvements (collectively, “**Intangible Property**”).

1.02 No Personal Property. Buyer acknowledges that this Agreement does not include sale of any furnishings, equipment, supplies or other personal property owned by Seller.

ARTICLE II  
PURCHASE PRICE; TERMS OF PAYMENT; TERM OF AGREEMENT

2.01 Purchase Price. The purchase price for the Property ("**Purchase Price**") shall be the sum of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000). The Purchase Price less the Deposit (as defined below) shall be payable by Buyer to Seller in cash on the Closing Date as defined in Section 5.02 subject to the instructions and restrictions therein.

2.02 Deposit. Within two (2) business days after the Effective Date (as defined in Section 2.04) and the opening of the Escrow, Buyer shall deposit into the Escrow One Hundred Thousand Dollars (\$100,000) ("**Deposit**"). The Escrow Agent shall hold the Deposit in a market-rate interest bearing account. The Deposit (and all interest earned thereon) shall be fully refundable to Buyer during the Contingency Period as set forth in Section 3.01 or in the event Seller fails to perform any of its obligations hereunder and Buyer terminates this Agreement without closing on the Property.

2.03 Release of Deposit. If Buyer delivers to Seller a Notice to Proceed (as defined in Section 3.01(b)) before the Contingency Period expires, Buyer concurrently shall instruct the Escrow Agent in writing to release to Seller the Deposit (and all interest earned thereon). Upon such release to Seller, the Deposit and interest shall be non-refundable to Buyer (except as otherwise provided in this Agreement, including, but not limited to Seller's failure of timely and full performance of its obligations under this Agreement) and shall apply to the Purchase Price at Closing. If Buyer does not timely deliver the Notice to Proceed, the Deposit (and all interest earned thereon) shall be released by Escrow Holder to Buyer without further instructions from Buyer or Seller, subject to payment of escrow costs pursuant to Section 3.01(a).

2.04 Term of Agreement. This Agreement will commence and be effective upon the date on which the last Party signed as indicated in the signature blocks below, provided each Party promptly delivers its signed counterpart to the other Party ("**Effective Date**"). This Agreement will remain in full force and effect until the earlier to occur of the following: (i) expiration of the Contingency Period and the return of Buyer's Deposit (plus all interest earned thereon to Buyer) (as defined in Section 3.01), if Buyer fails to give Seller a Notice to Proceed (as defined in Section 3.01(b)); (ii) the deadline for Close of Escrow set forth in Section 5.02 except as to those provisions stated herein as surviving such deadline; (iii) the date of Close of Escrow; or (iv) termination of this Agreement prior to Close of Escrow in accordance with the terms hereof except as to those provisions stated herein to survive the termination of this Agreement ("**Agreement Term**"). Upon expiration of the Agreement Term, the Parties hereto will have no further obligations to each other (except for those obligations that this Agreement states shall survive termination).

2.05 LIQUIDATED DAMAGES. IF BUYER MATERIALLY DEFAULTS IN ITS OBLIGATION TO CLOSE ESCROW UNDER THE TERMS OF THIS AGREEMENT AND DOES NOT TIMELY CURE SUCH DEFAULT (A BREACH), SELLER MAY INSTRUCT ESCROW AGENT TO CANCEL THE ESCROW AND SELLER WILL THEREUPON BE

RELEASED FROM SELLER'S OBLIGATIONS HEREUNDER WITH RESPECT TO THE PROPERTY (EXCEPT FOR THOSE OBLIGATIONS THAT THIS AGREEMENT STATES SURVIVE TERMINATION). BUYER AND SELLER AGREE THAT, BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGES BY REASON OF BUYER'S BREACH OF ITS OBLIGATION TO CLOSE ESCROW. ACCORDINGLY, BUYER AND SELLER AGREE THAT, IN THE EVENT OF BUYER'S MATERIAL BREACH OF BUYER'S OBLIGATION TO CLOSE ESCROW UNDER THIS AGREEMENT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT OF BUYER'S DEPOSIT (AND ALL INTEREST EARNED THEREON). SELLER'S RETENTION OF BUYER'S DEPOSIT AND INTEREST IS NOT INTENDED AS A FORFEITURE OR PENALTY UNDER CALIFORNIA LAW, BUT INSTEAD IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE CALIFORNIA CIVIL CODE. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. SELLER AGREES THAT THESE LIQUIDATED DAMAGES ARE IN LIEU OF ANY OTHER MONETARY RELIEF OR OTHER REMEDY, INCLUDING WITHOUT LIMITATION SPECIFIC PERFORMANCE, TO WHICH SELLER OTHERWISE MIGHT BE ENTITLED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, RELATING TO BUYER'S BREACH OF ITS OBLIGATION TO CLOSE ESCROW. THIS SECTION 2.05 SHALL SURVIVE EXPIRATION OF THE AGREEMENT TERM.

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

ARTICLE III  
INSPECTION PERIOD AND TITLE REVIEW

3.01 Contingency Period. Buyer may conduct due diligence regarding the Property for a period beginning five (5) days after Seller's written notice to Buyer of the expiration or termination of the Right of First Refusal under 8.01(l) and ending at 5:00 PM on the date that is one hundred twenty (120) days after such date; provided that, this period shall be extended in the event that Buyer is not timely provided the "Due Diligence" items identified in Sections 3.03 or 3.04 below ("**Contingency Period**").

(a) Buyer may, in its sole and absolute discretion, without any reason or cause, at any time before the Contingency Period expires, decide that Buyer will not purchase the Property. If Buyer fails to give Seller a Notice to Proceed (as defined in Section 3.01(b)) prior to the expiration of the Contingency Period, then (i) the Escrow Agent shall promptly return to Buyer the Deposit and all interest accrued thereon, minus any commercially reasonable escrow fees and title costs related to the cancellation of the Escrow, (ii) this Agreement shall immediately terminate, and (iii) the Parties hereto will have no further obligations to each other (except for those obligations that this Agreement states shall survive termination).

(b) If Buyer, before the Contingency Period expires, elects to proceed with the transaction hereunder, then Buyer shall issue to Seller a written notice specifying that Buyer elects to proceed with the transaction contemplated by this Agreement ("**Notice to Proceed**").

The Notice to Proceed will specifically state (i) that it is “a Notice to Proceed pursuant to Section 3.01(b) of the Purchase and Sale Agreement dated December     , 2015 between Buyer and Seller” ***[FILL IN THE DATE AT THE START OF THIS AGREEMENT]*** and (ii) that the Escrow Agent is simultaneously being directed to release the Deposit (and all interest earned thereon while in Escrow) to Seller in accordance with Section 2.03. Buyer’s failure to deliver the Notice to Proceed in accordance with the preceding provisions of this subsection on or before the date the Contingency Period expires is not a default by Buyer under this Agreement, but such failure will terminate this Agreement (other than the obligations of Buyer and Seller that expressly survive termination pursuant to any other provision hereof).

(c) If Buyer gives the Notice to Proceed at any time prior to the expiration of the Contingency Period, as provided herein, and if (i) Buyer then fails to instruct Escrow Agent to release to Seller the Deposit as provided herein, or (ii) for any reason other than Seller’s default or breach of its obligations under this Agreement, Escrow does not close, then, except in the event of Seller’s default or breach, Seller may receive or retain the Deposit (and all interest earned thereon) as liquidated damages in accordance with Section 2.05. In such event, the Parties hereto will have no further obligations to each other (except for those obligations that this Agreement states survive termination).

3.02 Inspection of Property.

(a) Buyer shall have until the Closing Date to conduct its physical inspection and testing of the Land and Improvements, or any portion thereof, (which testing shall be conducted at Buyer’s option and expense and may include, but shall not be limited to, geotechnical, seismic and toxic or hazardous material surveys, studies or tests, and testing for the presence of asbestos, polychlorinated biphenyls (“PCBs”), pesticide residue and other Hazardous Materials (as defined below). Seller hereby grants Buyer and Buyer’s consultant a non-exclusive limited license to enter the Land during reasonable business hours for purposes of performing its tests and inspections and shall take all actions necessary or appropriate in order to assist Buyer in performing any such testing. Seller shall reasonably cooperate with Buyer’s due diligence efforts, at no cost to Seller. Buyer shall give Seller at least forty-eight (48) hours’ notice of Buyer’s intention to enter the Land and Seller or its representative shall have the right to accompany Buyer at all times while Buyer is on the Land, but Seller shall not delay Buyer’s entry or Buyer’s due diligence efforts in order to allow Seller to exercise its right to accompany. Buyer and Seller shall not disclose to any third party any results or reports regarding environmental testing performed by Buyer on the Land, except as required by applicable law. Any and all inspections and testing will be at Buyer’s sole cost and expense.

(b) Buyer shall keep the Property free and clear of any mechanic’s, materialman’s or other liens arising out of Buyer’s entry of the Land for due diligence purposes. Buyer shall indemnify, defend and hold Seller harmless from any liability for injury to persons or damage to the Property or other property arising out of or in connection with Buyer and/or Buyer’s consultants, agents, and employees coming onto the Land for any purpose under the terms of this Agreement, including, without limitation, mechanic’s, materialman’s or other liens created or caused by Buyer and/or its agents. Before making any entry onto the Land, Buyer shall provide Seller with a certificate evidencing Buyer’s general commercial liability insurance in the aggregate coverage amount of at least Two Million Dollars (\$2,000,000) against risk of

loss to person and property arising from entry upon the Land, along with evidence that each person entering the Land is covered by workers compensation insurance or personal injury insurance as applicable. In no event will Buyer have any liability to Seller as a result of any statement contained in any report or other written statement or oral communication regarding the Property. Buyer's obligations under this Section 3.02(b) shall survive the Closing or the earlier termination of this Agreement.

3.03 Seller Deliveries. Seller has delivered, or shall deliver to Buyer within five (5) business days of the Effective Date and as otherwise may be located or determined after the Effective Date through the Close of Escrow or termination of the Agreement, whichever occurs first, the following items to the extent that such items or information are in Seller's possession, custody or control:

(a) Copies of any inspection reports, environmental assessments and reports, engineering reports, soils reports, structural reports, and surveys relating to the Property.

(b) Copies of all service contracts, utility contracts, maintenance contracts, and other currently effective contracts regarding operation of the Property (collectively, the "**Service Contracts**").

(c) Copies of all building drawings, plans and specifications, building and use permits, sign permits, all other permits and approvals related to the Property, presently effective warranties or guaranties received by Seller from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repairs or alterations of the Improvements, reports of insurance carriers insuring the Property and each portion thereof respecting the claims history of the Property, if any, and such other information relating to the Property that is specifically requested by Buyer of Seller in writing as of the Effective Date.

(d) All other documents and information relating or referring to possible or actual zoning, utilities, access, use restrictions, street use or other actual or potential conditions which might impact the use, development or cost of operation or cost of development of the Property as to which Seller or its agents have knowledge; provided, Seller is not required to provide copies of City or other public regulations that may apply to the Property or its use, including but not limited to the City Code and General Plan, which shall be Buyer's obligation to investigate and obtain during the Contingency Period.

3.04 Title Review. Seller has obtained, or shall obtain and deliver to Buyer within five (5) business days of the Effective Date, a preliminary California Land Title Association title report with respect to Seller's interest in the Land (the "**Preliminary Report**") and each document shown as an exception or encumbrance in the report, prepared and issued by Old Republic Title Company located at 555 12<sup>th</sup> Street, Suite 2000, Oakland, CA 94607 ("**Title Company**" or "**Escrow Agent**") and thereafter any amendment, supplement thereto or correction thereof as well as all recorded documents in any manner related to any item described therein to the extent known by Seller.

(a) Buyer shall notify Seller in writing within twenty (20) business days following receipt of the Preliminary Report and all recorded documents related thereto of any

defects, exceptions, liens, encroachments or encumbrances shown in the Preliminary Reports of which Buyer disapproves. Notwithstanding the previous sentence, and whether or not Buyer objects to the same, Seller agrees to remove from the title record and have the Title Company insure over any financial encumbrances, including, but not necessarily limited to, assessment bonds, mechanics liens and financing liens (other than the liens for ad valorem property taxes and assessments not yet delinquent), at or before the Closing, except for any such liens or claims relating to work performed at Buyer's request, provided that, Buyer, at its option, may elect to assume any such assessment bonds or liens that Seller is required to remove, in which case Buyer shall receive a credit against the Purchase Price for the amount of the obligations so assumed by Buyer.

(b) In the event of Buyer's disapproval of any exceptions or defects shown on the Preliminary Report, Seller shall have twenty (20) days after receipt of Buyer's objections to give Buyer notice either that (i) Seller agrees to remove the objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or provide Buyer with evidence satisfactory to Buyer in its sole discretion that said objected to exceptions will be removed at or before the Closing, or (ii) Seller elects not to cause such exceptions to be removed.

(c) If Seller fails to give timely notice, Seller shall be deemed to have given notice under clause (b)(ii) above on the last day that such notice could be timely given of its election not to remove the items objected to by Buyer. If Seller gives or is deemed to have given Buyer notice under clause (b)(ii) above, Buyer shall have until the end of the Contingency Period to give Seller written notice of Buyer's intent to proceed with the purchase and take the Land subject to such objected to exceptions, in which case such exceptions shall be deemed Permitted Exceptions under Section 4.01. If Buyer shall fail to give Seller notice of its intention to proceed with the purchase and take the Land subject to such objected to exceptions by the end of the Contingency Period, Buyer shall be deemed to have elected to terminate this Agreement, in which event all rights and obligations of Buyer and Seller hereunder shall terminate (except for those obligations that this Agreement states survive termination), including, but not limited to, Buyer right to promptly receive the return of the Deposit and interest earned thereon. In such event, Seller shall pay all commercially reasonable escrow costs and title expense and Buyer shall not be responsible for same.

(d) If Seller gives notice pursuant to clause (b)(i) above, Seller shall remove any such objected to exceptions from title at or before the Closing. If Seller is unable to remove any such objected to exceptions from title by the Closing and Buyer is unwilling to accept such exceptions as Permitted Exceptions and take title subject thereto, Seller shall be in default under this Agreement, in which event, and without limiting Buyer's rights and remedies against Seller, Buyer may elect to terminate this Agreement in its entirety and receive the return of its Deposit plus all earned interest with Seller paying all commercially reasonable escrow costs and title expense and Buyer not being responsible for same.

#### ARTICLE IV TRANSFER OF TITLE

##### 4.01 Title to the Property .

(a) Title to the Property, subject only to the Permitted Exceptions, shall be transferred by Seller to Buyer on the Closing Date by the Deed. The term “**Permitted Exceptions**” shall include (a) all liens and encumbrances that Buyer agrees in writing to take the Land subject to, as of the end of the Contingency Period, (b) all subsequent liens or encumbrances which Buyer shall accept or approve in writing and (c) all liens or encumbrances which Buyer causes or authorizes against the Property.

(b) Without limiting the foregoing, Buyer specifically agrees that the Permitted Exceptions shall include:

(i) that certain Grant of Easement recorded March 13, 2015 as Serial No. 20150045661 in the Contra Costa County Recorder’s Office, by which Seller granted to the City of San Pablo easements for ingress and egress through the Land,

(ii) that certain Memorandum of Lease recorded April 9, 1986 as Document No. 86-53041 in Book 12824, Page 220, documenting an agreement (as subsequently amended) by which New Cingular Wireless PCS, LLC currently holds lease and easement rights to operate cellular communication equipment on the roof of the Improvements and maintain utilities serving the equipment;

(iii) that certain Memorandum of Purchase and Sale of Easement and Lease and Successor Lease recorded August 19, 2005 as Document No. 2005-0313781, documenting an agreement by which MW CELL REIT 1 LLC currently holds lease and easement rights to operate cellular communications equipment on the roof of the Improvements and maintain utilities serving the equipment;

(iv) that certain Memorandum of Purchase and Sale of Easement and Lease and Successor Lease recorded August 4, 2005 as Document No. 2005-0291333-00, by which MW CELL REIT 1 LLC currently holds lease and easement rights to operate cellular communications equipment on the roof of the Improvements and maintain utilities serving the equipment; and

(v) that certain Grant of Easement recorded November 1, 2007 as Document No. 2007-0306281-00, by which Comcast of East Fernando Valley, LP currently holds easement rights to operate a broadband communications system providing services to the Improvements.

(c) Buyer also acknowledges and agrees that the Property is subject to that certain unrecorded Office Building Sublease dated as of May 8, 2000, by which GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless currently holds lease rights to operate cellular communications equipment on the roof of the Improvements and obtain utilities serving the equipment from utility systems serving the Improvements.

4.02 Title to Intangible Property. At the Closing, Seller shall transfer title to the Intangible Property by a General Assignment in the form attached hereto as Exhibit C (“**General Assignment**”), such title to be free of any liens, encumbrances or interests.

4.03 Delivery of Possession. At the Closing, Seller shall deliver exclusive possession of the Property to Buyer, subject only to the Permitted Exceptions.

4.04 As-Is Purchase.

(a) Except as otherwise stated in this Agreement, including but not limited to, Seller's representations and warranties as stated herein, Buyer acknowledges and agrees that Seller is selling and Buyer is purchasing the Property on an "AS IS WITH ALL FAULTS" basis, without reliance on any representations or warranties of any kind whatsoever, express or implied, from Seller as to any matters concerning the Property, including, without limitation: (i) the quality, nature, adequacy and physical condition of the Property, including soils, geology and any groundwater, (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iii) the development potential of the Property, and the Property's use, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (v) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vi) the presence of Hazardous Materials (as defined below) on, under or about the Property or the adjoining or neighboring property, (vii) the condition of title to the Property, and (viii) the economics of operation of the Property.

(b) Buyer's preceding agreement to purchase the Property as-is is subject to the Property being maintained by Seller through the Close of Escrow in substantially and materially the same condition than as of September 15, 2015 (being the date of the letter of intent between Buyer and Seller), all with regard to Seller's representations and warranties in this Agreement.

(c) Notwithstanding any other provision of this Agreement, Seller expressly represents and warrants to Buyer that Seller has not and will not cause, grant, make or permit any material change in the occupancy, condition or title to the Property from and after September 15, 2015 through the recording of the Deed or termination of this Agreement, whichever occurs first. Buyer acknowledges that the Property consists of a former hospital that now is closed but with some continued office and other use by Seller and with the personal property described in Section 1.01 still in place, and Buyer understands and agrees that none of the personal property now in the hospital is included in the sale and may be removed at any time.

ARTICLE V  
ESCROW

5.01 Escrow. The purchase and sale contemplated by this Agreement shall be consummated through an escrow (the "Escrow") with the Escrow Holder named in Section 3.04. The Title Company named in Section 3.04 shall also be the issuer of the Preliminary Title Report and Title Policy required hereunder. Any escrow instructions which shall be executed by a Party hereto shall implement the performance of this Agreement and shall be deemed to incorporate the provisions hereof, whether or not specifically stated therein. At least one (1) business day prior to the Closing Date, as hereinafter defined, if this Agreement has not otherwise been

terminated in accordance with the terms set forth herein, Buyer and Seller each shall sign and deposit with the Title Company escrow instructions consistent with the terms and conditions of this Agreement, together with the following funds and documents:

(a) Seller shall execute and deposit (i) the duly executed and acknowledged Deed, and (ii) a properly executed certificate on the appropriate California Franchise Tax Board form (herein, a “**Qualifying Certificate**”) under Sections 18662 and 18668 of the California Revenue and Taxation Code (“**CALFIRPTA**”) certifying that the sale transaction contemplated herein is exempt from withholding under CALFIRPTA on the ground set forth in such Qualifying Certificate;

(b) Buyer shall deposit (i) the Purchase Price, less the Deposit and interest earned thereon that was previously released to Seller, and (ii) sufficient additional cash to pay Buyer’s share of all Escrow costs and closing expenses, if any, as otherwise stated in this Agreement.

(c) Buyer and Seller shall jointly execute and deposit (i) counterpart originals of the General Assignment, and (ii) any other documents reasonably required to facilitate the close of Escrow.

If Seller fails or is unable to deliver the Qualifying Certificate described in Section 5.01(a), Seller and Buyer shall not be excused from their respective obligations to consummate the transactions contemplated herein, but rather the Parties agree that an amount equal to three and one-third percent (3⅓%) of the “sales price” of the Property otherwise payable to Seller or such greater amount as Escrow Agent determines to be held as required by law shall be withheld at Closing by Escrow Agent from the amounts otherwise due Seller at Closing and paid by Escrow Agent to the California Franchise Tax Board as required under CALFIRPTA. For purposes of this Section 5.01, the term “**sales price**” shall be as defined and required by Sections 18805, 18662 and 26131 of the California Revenue and Taxation Code, as amended, or any regulations now or hereafter promulgated thereunder (collectively, the “**California Withholding Provisions**”). Any amount so withheld by Escrow Agent shall be deemed to have been paid by Buyer as a part of the Purchase Price. Notwithstanding anything to the contrary contained in this Section 5.01, should Seller deliver evidence to Buyer that the California Franchise Tax Board has authorized a partial or total reduction in the amount required to be withheld from the Purchase Price pursuant to the California Withholding Provisions, then there shall be withheld at Closing by the Escrow Agent and paid to the California Franchise Tax Board only the amount required by the California Franchise Tax Board to be withheld, if any, and any amount so withheld by the Escrow Agent shall be deducted from the amounts otherwise to be distributed to Seller at Closing and deemed to have been paid by Buyer as part of the Purchase Price. Buyer acknowledges and agrees that it has received written notice of the withholding requirements set forth in the California Withholding Provisions as required therein.

5.02 Close of Escrow. The close of Escrow (“**Closing**”) shall take place at the offices of Escrow Agent thirty (30) days after Buyer gives Seller the Notice to Proceed or such other date, if any, Buyer and Seller may agree to in writing (“**Closing Date**”); provided, the Closing Date may be extended (a) by mutual written agreement of the Parties or (b) for up to thirty (30) days by Buyer in its sole discretion if reasonably necessary to satisfy a condition

required for the Closing. Buyer shall deliver the funds necessary to close escrow by electronic wire transfer to Escrow Agent on or before the Closing Date. Expenses of the Escrow and other items shall be charged or credited, as the case may be, to Seller and Buyer, as provided in Section 5.03. The Closing shall be completed upon recordation of the Deed, delivery of the Assignment to Buyer and the delivery to and receipt by Seller of the balance of the Purchase Price due Seller. Seller and Buyer hereby designate Title Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Code and the regulations promulgated thereunder.

5.03 Closing Matters. The following items shall be provided for at the Closing:

(a) No insurance policies of Seller are to be transferred to Buyer, and no apportionment of the premiums therefore shall be made. Buyer acknowledges that it shall be responsible for securing its own insurance for the Property.

(b) Seller shall pay (i) documentary transfer taxes, if any, in connection with the consummation of the transactions contemplated by this Agreement in such reasonable amount as determined by Escrow Agent, (ii) any property taxes, supplemental property taxes or assessments prorated through the Closing Date; (iii) all charges and fees of the Title Company in connection with a standard CLTA owner's policy form of title insurance to be delivered to Buyer hereunder, (iv) one-half of recording costs and (v) one-half of escrow fees and charges in connection with the Escrow. Buyer shall pay (i) the cost of extended coverage title insurance or special endorsements not otherwise included in a standard CLTA owner's policy and any Lender's policy, (ii) one half of any recording fees, and (iii) one-half of charges in connection with the Escrow. Each Party shall pay its own legal and accounting costs.

## ARTICLE VI CONDITIONS OF THE ESCROW; FAILURE OF CONDITIONS

6.01 Buyer's Conditions to the Close of Escrow. It is understood and agreed that the obligation of Buyer to purchase the Property and the Closing are conditioned on each of the following conditions, which conditions are solely for Buyer's benefit and except as otherwise specifically set forth in this Agreement, may be waived by Buyer in writing prior to the Closing Date:

(a) The conveyance to Buyer on the Closing Date of fee title to the Property as evidenced by a pro forma CLTA Owner's policy of title insurance or alternate policy acceptable to Buyer ("**Title Policy**") in the full amount of the Purchase Price, issued by the Title Company subject only to the Permitted Exceptions, delivered to Buyer on the Closing Date and the recorded Deed and delivered Assignment and any Lender's Policy as required by any third party lender to Buyer under such terms and conditions as Buyer and its Lender may agree. The Title Policy shall provide full coverage against any mechanics' and materialmen's liens, including any such liens arising out of the construction, repair or alteration of any improvements on the Land, and may contain such endorsements as Buyer may in its discretion and at its sole expense request.

(b) The delivery of exclusive possession of the Property to Buyer immediately after the Closing, subject only to the Permitted Exceptions. The Property shall be delivered vacant.

(c) The delivery to Buyer on the Closing Date of the Deed and the other documents and instruments specified in this Agreement in accordance with the terms of this Agreement.

(d) All of Seller's representations and warranties contained herein, or otherwise made in writing by Seller or its agents to Buyer or Buyer's agents, shall have been complete, accurate and true and correct when made and on the Closing Date, unless otherwise agreed by Buyer in writing by Seller prior to the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

(e) Buyer's source of funds having timely deposited funds in Escrow.

6.02 Failure of Buyer's Conditions. In the event any of the conditions specified in Section 6.01 (except condition (e)) are not satisfied by Seller, or waived in writing by Buyer prior to the date specified for satisfaction of the condition, then, at the option of Buyer, exercisable by the giving of immediate written notice to Seller, the Escrow may be terminated and all funds and documents deposited with the Escrow Agent by Seller or Buyer, together with any interest accrued thereon, shall be immediately returned to the Party having deposited the same whether or not the Deposit and interest earned thereon have been released to Seller. In the event of any such termination by Buyer, Buyer and Seller shall be immediately released from all obligations hereunder (except for any obligation to indemnify and defend a Party, which obligations shall survive the Closing and as otherwise stated to survive the Termination of this Agreement), and any escrow cancellation charges or similar fees, including title examination fees imposed by the Escrow Agent, shall be borne by Seller. The failure of the appropriate Party to diligently attempt to perform its obligations under Section 6.01 shall be a breach of this Agreement. Anything in this Agreement to the contrary notwithstanding, Buyer shall as of the delivery of all Title Policies subject only to Buyer's approved exceptions, if any, the recording of the Deed and the delivery of the Assignment be deemed to have waived all of the foregoing conditions; except sub-section (d) which shall survive the close or termination of escrow

6.03 Seller's Conditions to the Close of Escrow.

(a) The obligation of Seller to sell the Property and the Closing are conditioned on delivery of the Purchase Price in accordance with this Agreement and Buyer's representations and warranties being true and correct on the Closing Date and Buyer fulfilling all of its covenants and conditions hereunder required to Close Escrow except as may be waived by Seller in writing.

(b) On or before sixty (60) days after the Contingency Period begins, Buyer shall provide evidence satisfactory in Seller's sole discretion that Buyer has a guaranteed source of funding to pay the Purchase Price and comply with Section 6.01(e), or Seller in its sole discretion may thereafter by written notice terminate this Agreement.

6.04 Failure of Seller's Conditions. In the event any of the conditions specified in Section 6.03 are not satisfied or waived by Seller prior to the Closing Date, then Seller may terminate this Agreement and retain the Deposit (and all interest earned thereon) as liquidated damages pursuant to Section 2.05, and Buyer shall be responsible for any charges by the Escrow Holder/Title Company arising from Buyer failing to close Escrow. Buyer agrees that the foregoing provision includes Buyer not delivering the Purchase Price as a result of failure of Buyer's lender to provide funds as described in Section 6.01(e).

## ARTICLE VII DEFAULT

### 7.01 Breach by Seller.

(a) If Seller should breach or be in default of any of its obligations under this Agreement, or if any of Seller's representations and warranties are not accurate in any respect, then subject to the limitations in Section 7.01(b) below Buyer may pursue all its remedies in law and equity, including, without limitation, its right to specific performance of any portion of this Agreement. If Buyer terminates this Agreement because of Seller's default, Buyer shall be entitled to full and immediate refund of the Deposit plus interest earned while in Escrow without offset and Seller's representations and warranties and any other provisions stated in this Agreement as surviving the termination of this Agreement, including, but not limited to this Section 7.01 shall survive the termination of this Agreement or Escrow.

(b) Buyer may not seek money damages from Seller for claims totaling in the aggregate less than Two Hundred Fifty Thousand Dollars (\$250,000). After the Close of Escrow, Seller's maximum liability to Buyer in the absence of fraud shall be Five Hundred Thousand Dollars (\$500,000) in the aggregate.

7.02 Breach by Buyer. Notwithstanding any other provision of this Agreement, if Buyer should breach or be in default of any of its obligations under this Agreement, Seller may terminate this Agreement and receive or retain the Deposit (including all interest earned thereon) as liquidated damages pursuant to Section 2.05 as its sole claim for redress against Buyer and its members.

## ARTICLE VIII REPRESENTATIONS AND WARRANTIES

8.01 Representations and Warranties of Seller. As an inducement to Buyer to enter into this Agreement and to consummate the transaction contemplated hereby and to the extent not otherwise disclosed to Buyer in writing as of the Effective Date and the Closing Date, Seller hereby represents and warrants to Buyer, to Seller's (or its agents) actual knowledge with no duty to investigate, both as of the date hereof and, unless notified as set forth below, again as of the Closing Date as follows:

(a) Seller is a political subdivision of the State of California doing business as Doctors Medical Center of San Pablo.

(b) Seller has the power and authority to enter into this Agreement and convey the Property to Buyer and to execute and deliver the other documents referred to herein and to perform hereunder and thereunder on behalf of Seller. This Agreement has been duly authorized, executed and delivered by Seller.

(c) Neither execution and delivery of this Agreement, consummation of the transactions contemplated by this Agreement, nor compliance with the terms and conditions hereof will violate, delay, or impede Seller's timely and full performance hereunder, in any respect, any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Seller is subject.

(d) Seller is not required to obtain the consent or approval of any government agency, department or other government body to enter into this Agreement or if required, any such required consents or approvals have been obtained.

(e) Seller has received no written notice that the Property is in violation of any applicable environmental laws and regulations, zoning and land use laws, and other applicable local, state and federal laws, ordinances, regulations and requirements.

(f) Seller has received no written notice of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted by any person, entity or jurisdiction, nor has Seller received notice of any special assessment proceedings affecting the Property nor notice of any possible action or event that could materially affect the market value, use, cost of improvement, access to or title to the subject Property.

(g) During the period of Seller's ownership of the Property, Seller has not caused or permitted the storage, use, generation, handling or disposal of any Hazardous Materials in, on, or about the Property by Seller or any agents, employees, contractors, licensees, tenants, subtenants, customers, clients, guests or invitees of Seller, except in compliance with Hazardous Materials Laws. The reports, studies, assessments, investigations and other materials to be made available to Buyer for its review pursuant to Section 3.03 shall constitute all written materials in the possession, custody or control of Seller related to the presence of Hazardous Materials at, on or under the Property and the compliance of the Property with Hazardous Materials Laws; provided that Seller makes no representation or warranty as to whether Buyer is entitled to rely on any such reports, studies, assessments, investigations or other materials, and if Buyer desires to rely on the same, Buyer shall be responsible for obtaining, at its sole cost and expense, written permission from the preparer of any such items.

(i) As used herein, "**Hazardous Materials**" means any material, substance or waste designated as hazardous, toxic, radioactive, injurious or potentially injurious to human health or the environment, or as a pollutant or contaminant, or words of similar import, under any "**Hazardous Materials Law**" (meaning any federal, state or local law, statute, regulation or ordinance now or hereafter in force, as amended from time to time, pertaining to materials, substances or wastes which are injurious or potentially injurious to human health or the environment or the release, disposal or transportation of which is otherwise regulated by any agency of the federal, state or any local government with jurisdiction over the Property or any

such material, substance or waste removed therefrom, or in any way pertaining to pollution or contamination of the air, soil, surface water or groundwater).

(ii) Notwithstanding Seller's representations in this Section 8.01(g), Buyer acknowledges that the Property previously operated as a hospital and that as part of its operation the hospital used various Hazardous Materials, including but not limited to radioactive materials. Seller represents and warrants that the hospital operation and Property were at all times operated and used in compliance with all legal and industry standards and that Seller neither knows nor has reason to know of any hazardous waste or contamination on the Property resulting from the Property's use as a hospital or other activities conducted on the Property by it, its personnel, its invitees, tenants, subtenants or licensees.

(h) All permits, approvals, contracts, warranties and guarantees, and all other books, records, documents and other items relating to or affecting the Property and delivered to Buyer pursuant to this Agreement or in connection with the execution hereof, are and as of the Closing Date will be true and correct copies. Seller makes no warranties as to the contents set forth in the items delivered to Buyer.

(i) There is no obligation of Seller under the terms of any Service Contract, lease or other instrument relating to or affecting the Property that Buyer may be required to assume the obligation thereof other than the contracts, leases and other documents that may be disclosed to Buyer during the Contingency Period.

(j) There are no easements, encumbrances or other agreements affecting the Property except as shown in the Preliminary Report or disclosed to Buyer during the Contingency Period pursuant to this Agreement.

(k) There is no litigation pending or threatened, against Seller or the Property (or any portion thereof), or any basis therefor, that arises out of the use, operation or ownership of the Property, or any portion thereof.

(l) **INTENTIONALLY OMITTED.**

(m) Subject to the following provisions, Seller has not committed nor obligated itself in any manner whatsoever to sell the Property, or any portion thereof, to any party other than Buyer.

(i) Buyer acknowledges that (A) the City of San Pablo has a right of first refusal ("ROFR") to purchase the Property; (B) Buyer has received and is familiar with the terms of the ROFR; (C) following execution of this Agreement Seller will submit this Agreement to the City to initiate the ROFR process; (D) the City thereafter will have twenty (20) business days to elect whether to buy the Property on the same terms; (E) if the City so elects then Buyer will no longer have any rights under this Agreement to buy the Property and Buyer will be entitled to receive the Deposit and all interest earned thereon; and (F) depending on circumstances, including making later changes to the terms from those in this Agreement, the terms of the ROFR might allow the City another opportunity to consider exercising its right to purchase the Property based on the revised Agreement terms.

(ii) If the City exercises its ROFR, this Agreement will be deemed suspended for the duration of the City's Contingency Period. If the City thereafter gives Seller a Notice to Proceed then this Agreement will be deemed terminated without liability as to either Party and Buyer shall promptly receive the return of its Deposit plus earned interest without deduction and Seller shall be solely responsible for all Escrow and Title cost and expense. If the City does not give the Notice to Proceed or notifies Seller that it has decided not to proceed with the purchase, then Seller at its discretion may elect to reactivate this Agreement (subject to new time periods and deadlines as applicable) and the Parties shall be subject to its terms. Seller shall promptly provide Buyer and its counsel with full and accurate notice of all events that transpire in relation to the City's right of first refusal.

(n) Seller is not the subject of any case, action or proceeding, whether threatened or actual, under any bankruptcy, insolvency or similar laws affecting creditor's rights generally (whether state or federal). Seller informs Buyer, and Buyer acknowledges being informed, that Seller has been in regular discussion with bankruptcy counsel for several years due to Seller's fiscal challenges, and while bankruptcy is not an option that Seller desires to pursue at this time Seller's short and long term liabilities have caused Seller to seek counsel.

(o) Seller agrees that it shall be responsible for all costs and expenses, including reasonable attorneys' fees incurred by Buyer for removing any exceptions not identified as Permitted Exceptions pursuant to Section 4.01.

(p) Section 8.01 shall survive the **Close of Escrow**.

(q) If at any time after the Effective Date and prior to the Closing Date Seller learns of any matter that would change any of Seller's representations and warranties contained in this Agreement, Seller shall promptly notify Buyer in writing and Buyer shall have ten (10) business days after receipt of Seller's notice to elect in its sole discretion to cancel the Escrow and terminate this Agreement (except for those provisions which survive such termination), without waiver of its claim for damages (under Section 7.01), indemnity and/or contribution from Seller, and after such termination Buyer shall promptly receive the return of the Deposit plus interest earned thereon while in Escrow and Seller shall be solely responsible for all Escrow and Title fees and costs. Notwithstanding the foregoing, if such change is beyond Seller's control (such as by way of illustration but not limitation a new condemnation action or litigation), the change shall not constitute a default by Seller allowing Buyer to seek damages or other remedies other than termination of this Agreement.

8.02 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows: Buyer is a limited liability company validly existing and in good standing under the laws of the State of California; this Agreement and all documents executed by Buyer which are to be delivered to Seller on the Closing Date are, and as of the Closing Date will be, duly authorized, executed, and delivered by Buyer.

8.03 Brokerage Commission. Buyer is not represented in this transaction by any broker or agent who would be owed a fee or commission arising from sale of the Property. Seller is represented in this transaction by Kennedy Wilson ("**Seller's Broker**"). At Closing, Seller shall be solely responsible for paying to Seller's Broker a commission equal to one and one-half

percent (1.5%) of the Purchase Price. Buyer and Seller each represent and warrant to the other that, other than as set forth above, there are no other real estate brokers, salesman or finders involved in this transaction. If a claim for brokerage fees or commissions in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of one of the Parties hereto, such Party (“**Indemnitor**”) shall indemnify, defend and hold harmless the other Party hereto (“**Indemnitee**”), and Indemnitee’s officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees, and expenses whatsoever, including reasonable attorneys’ fees and court costs through all trial and all appellate levels, with respect to said claim. The obligations of Seller and Buyer under this Section 8.03 will survive the Closing or earlier termination of this Agreement.

8.04 Survival. The representations, warranties and indemnities set forth in this Agreement and Article VIII or in any other instrument delivered pursuant to this Agreement shall survive the recordation of the Deed and transfer of title.

ARTICLE IX  
ADDITIONAL COVENANTS OF SELLER

9.01 Maintenance of the Property. At all times until the Close of Escrow or termination of this Agreement, whichever occurs first, Seller shall (i) perform all obligations on its part to be performed as landlord or lessor under any leases or contracts affecting the Property; (ii) continue to maintain the Property in its current condition; and (iii) discharge and comply with its obligations relating to the Property.

9.02 New and Amended Agreements. From and after September 15, 2015, Seller has not and may not enter into any new lease, contract or agreement relating to the Property, or amend any existing lease, contract or agreement relating to the Property, without the prior written consent of Buyer.

9.03 Payment of Bills. Seller agrees to pay in full any and all of its bills relating to the Property (and/or which relate to work which had been ordered by Seller or actually performed on the Property prior to the Closing Date) that are outstanding as of the Closing Date.

9.04 Survival. The provisions of this Article IX shall survive the Close of Escrow.

ARTICLE X  
MISCELLANEOUS

10.01 Notices. Any and all notices or other communications required or permitted to be given under this Agreement, or by law, shall be in writing and either (i) personally delivered, (ii) sent by United States mail, registered or certified, or express mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or other nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, return receipt requested, or (iv) sent by facsimile, addressed to the following addresses:

Notice to BUYER must be addressed as follows:

RGH San Pablo, LLC

Attn: Ashok Patel  
1111 Richards Boulevard  
Davis, CA 95616  
Phone: 530-756-0910  
Fax: 530-758-0978

With a copy to:  
Eric Dean, Esq.  
The Wolf Firm  
2955 Main Street, Second Floor  
Irvine, CA 92614-2528  
Phone: 949-480-1672  
Fax: 949-608-0129

Notice to SELLER must be addressed as follows:

WEST CONTRA COSTA HEALTHCARE DISTRICT  
Doctors Medical Center  
Attn.: Kathy White, Interim CEO  
2000 Vale Road  
San Pablo, CA 94806  
Phone: 510-970-5250  
Fax: 510-970-5726

With a copy to:  
Richard Norris and Edward Shaffer  
Archer Norris  
2033 North Main Street, Suite 800  
Walnut Creek, CA 94596-3728  
Phone: 925-930-6600  
Fax: 925-930-6620

Notice shall be deemed to have been given upon the date of delivery (or the date of refusal to accept delivery, as the case may be) or at such other address as either Party may from time to time specify in writing to the other in the manner aforesaid. If notice is sent by facsimile, notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine if sent during regular business hours, otherwise on the next business day.

10.02 Time. Time is of the essence of every provision herein contained.

10.03 Incorporation by Reference. All of the Exhibits attached hereto or referred to herein and all documents in the nature of such Exhibits, when executed and/or so attached are by this reference incorporated herein and made a part of this Agreement.

10.04 Further Assurances. In a timely fashion, each Party shall execute and deliver such further instruments, documents or assurances, and take such further action, as shall be required to carry out the purposes and intent of this Agreement. Seller and Buyer shall cooperate in good faith to resolve any outstanding issues after the Close of Escrow which may exist in order to clear title. The foregoing shall not be exclusive but shall be only a guide of other issues which may be outstanding at the time of the Close of Escrow.

10.05 Attorneys' Fees. If (a) either Party hereto fails to perform any of its obligations under this Agreement, (b) there is a claimed breach of any representation or warranty by either Party against the other, or (c) any dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all commercially reasonable costs and expenses incurred by the other Party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

10.06 Construction. The Parties acknowledge that each Party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto. Paragraph and Section headings as used in this Agreement are for convenience only and shall not be used in interpreting this Agreement in the event of any dispute between the Parties.

10.07 No Merger. The provisions of this Agreement shall not merge with the delivery of the Deed but shall, except as otherwise expressly provided in this Agreement, survive the close of the Escrow.

10.08 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.

10.09 Entire Agreement. This Agreement and the Exhibits which are attached hereto or contemplated to be attached hereto and by this reference incorporated herein and all documents specifically contemplated by this Agreement when executed, contain the entire understanding of the Parties and supersede any and all other written or oral understanding. This is an integrated agreement that supersedes all prior negotiations, representations and promises not expressly set forth herein. This Agreement can only be modified by a written amendment to this Agreement signed by the Parties.

10.10 Risk of Loss.

(a) If any of the Property is damaged or destroyed prior to the Closing Date, and such damage or destruction would cost less than One Hundred Thousand Dollars (\$100,000)

to repair or restore, then this Agreement shall remain in full force and effect and Buyer shall acquire the Property upon the terms and conditions set forth herein.

(b) If any of the Property is damaged or destroyed prior to the Closing, and the cost of repair would exceed One Hundred Thousand Dollars (\$100,000), then, notwithstanding anything to the contrary set forth in this Section 10.10, Buyer shall have the right, at its election, either to terminate this Agreement as to the damaged or destroyed Property or to not terminate this Agreement and purchase the damaged or destroyed Property. In either case, Buyer shall proceed to acquire the remaining Property, and to the extent necessary the Parties shall negotiate in good faith to allocate the Purchase Price among the Properties. Buyer shall have thirty (30) days after Seller notifies Buyer that said event has occurred to make such election by delivery to Seller of an election notice (the "**Election Notice**"). Buyer's failure to deliver the Election Notice within such thirty (30) day period shall be deemed an election to not terminate this Agreement. If this Agreement is terminated by delivery of notice of termination to Seller, Buyer and Seller shall each be released from all obligations hereunder as to the damaged or destroyed Property.

(c) If any of the Property is damaged or destroyed prior to the Closing Date and this Agreement is not terminated as provided in subparagraph (b) above, Seller shall give Buyer a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds collected by Seller as a result of any such damage or destruction, plus the amount of any insurance deductible, less any sums expended by Seller toward the restoration or repair of the Property as a result of such casualty. If the proceeds or awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to Buyer at Closing, and Buyer shall receive a credit from Seller at Closing equal to the amount of the deductible under any policy of insurance pursuant to which such assigned proceeds will be paid; provided that if Seller shall have expended in good faith any sums before the Closing to repair or restore the Property, the amount expended by Seller shall first be deducted from any credit due Buyer for the deductible under any insurance policy, and if the amount expended by Seller in good faith exceeds the total amount of such deductible(s), Seller shall reserve from the assignment of insurance proceeds to Buyer, the amount of such excess.

10.11 Signatures. This Agreement may be signed by the Parties in counterpart with each such signed document being read and interpreted collectively as a single document. Facsimile signatures shall have the same force and effect as a wet signature.

***[SIGNATURES START ON FOLLOWING PAGE.]***

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement the day and year first above written.

**BUYER:** RGH SAN PABLO, LLC,  
a California limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**SELLER:** WEST CONTRA COSTA HEALTHCARE  
DISTRICT, a political subdivision of the State of  
California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A: Legal Description of the Land**

REAL PROPERTY IN THE CITY OF SAN PABLO, CONTRA COSTA COUNTY, CALIFORNIA, BEING PORTIONS OF PARCEL A AS DESCRIBED IN THE QUITCLAIM DEED TO WEST CONTRA COSTA HEALTH CARE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, RECORDED AUGUST 5, 2005, DOCUMENT 2005-0293541, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

ALL OF PARCEL A (2005-0293541) EXCEPTING THEREFROM THE FOLLOWING:

ALL THE PROPERTY CONVEYED TO THE CITY OF SAN PABLO BY GRANT DEED RECORDED MARCH 13, 2015, DOCUMENT 2015-0045660, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL (2005-0293541), DISTANT THEREON SOUTH 47° 56' 00" EAST, 33.08 FEET FROM THE SOUTHERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED TO THE WEST CONTRA COSTA HEALTH CARE DISTRICT, RECORDED AUGUST 16, 1995, SERIES 95-134333, CONTRA COSTA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL (2005-0293541), THE FOLLOWING EIGHT (8) COURSES:

1. SOUTH 47° 56' 00" EAST, 81.90 FEET,
2. ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 90° 00' 40", AN ARC DISTANCE OF 196.37 FEET,
3. SOUTH 42° 04' 40" WEST, 324.16 FEET,
4. NORTH 80° 26' 00" WEST, 36.30 FEET,
5. NORTH 73° 11' 00" WEST, 102.30 FEET,
6. NORTH 39° 11' 00" WEST, 64.02 FEET,
7. NORTH 82° 41' 00" WEST, 36.30 FEET AND
8. SOUTH 80° 49' 00" WEST, 29.02 FEET;

THENCE LEAVING SAID EXTERIOR BOUNDARY, NORTH 40° 30' 32" EAST, 306.73 FEET;

THENCE NORTH 75° 03' 38" EAST, 26.83 FEET;

THENCE NORTH 43° 43' 25" EAST, 16.39 FEET;

THENCE NORTH 86° 13' 19" EAST, 18.36 FEET;

THENCE NORTH 55° 59' 21" EAST, 50.78 FEET;

THENCE NORTH 42° 04' 00" EAST, 62.32 FEET;

THENCE 21° 21' 06" EAST, 11.82 FEET;

THENCE NORTH 42° 04' 00" EAST, 64.56 FEET TO THE POINT OF BEGINNING.

A portion of Assessor's Parcel No. 417-190-019.

**EXHIBIT B: Grant Deed form**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MAIL TAX STATEMENTS TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Space above this line for Recorder's use

APN: Portion of 417-190-019

**GRANT DEED**

The undersigned grantors declare:

Documentary transfer tax is \$ \_\_\_\_\_

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

( ) Unincorporated area:    (x) City of San Pablo

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

WEST CONTRA COSTA HEALTHCARE DISTRICT, a political subdivision of the State of California,

hereby GRANTS to RGH SAN PABLO, LLC, a California limited liability company, the real property in the City of San Pablo, County of Contra Costa, State of California described in Exhibit "A" attached hereto and incorporated herein by this reference.

WEST CONTRA COSTA HEALTHCARE DISTRICT,  
a political subdivision of the State of California

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "A" TO GRANT DEED: Legal Description of the Land**

REAL PROPERTY IN THE CITY OF SAN PABLO, CONTRA COSTA COUNTY, CALIFORNIA, BEING PORTIONS OF PARCEL A AS DESCRIBED IN THE QUITCLAIM DEED TO WEST CONTRA COSTA HEALTH CARE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, RECORDED AUGUST 5, 2005, DOCUMENT 2005-0293541, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

ALL OF PARCEL A (2005-0293541) EXCEPTING THEREFROM THE FOLLOWING:

ALL THE PROPERTY CONVEYED TO THE CITY OF SAN PABLO BY GRANT DEED RECORDED MARCH 13, 2015, DOCUMENT 2015-0045660, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL (2005-0293541), DISTANT THEREON SOUTH 47° 56' 00" EAST, 33.08 FEET FROM THE SOUTHERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED TO THE WEST CONTRA COSTA HEALTH CARE DISTRICT, RECORDED AUGUST 16, 1995, SERIES 95-134333, CONTRA COSTA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL (2005-0293541), THE FOLLOWING EIGHT (8) COURSES:

1. SOUTH 47° 56' 00" EAST, 81.90 FEET,
2. ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 90° 00' 40", AN ARC DISTANCE OF 196.37 FEET,
3. SOUTH 42° 04' 40" WEST, 324.16 FEET,
4. NORTH 80° 26' 00" WEST, 36.30 FEET,
5. NORTH 73° 11' 00" WEST, 102.30 FEET,
6. NORTH 39° 11' 00" WEST, 64.02 FEET,
7. NORTH 82° 41' 00" WEST, 36.30 FEET AND
8. SOUTH 80° 49' 00" WEST, 29.02 FEET;

THENCE LEAVING SAID EXTERIOR BOUNDARY, NORTH 40° 30' 32" EAST, 306.73 FEET;

THENCE NORTH 75° 03' 38" EAST, 26.83 FEET;

THENCE NORTH 43° 43' 25" EAST, 16.39 FEET;

THENCE NORTH 86° 13' 19" EAST, 18.36 FEET;

THENCE NORTH 55° 59' 21" EAST, 50.78 FEET;

THENCE NORTH 42° 04' 00" EAST, 62.32 FEET;

THENCE 21° 21' 06" EAST, 11.82 FEET;

THENCE NORTH 42° 04' 00" EAST, 64.56 FEET TO THE POINT OF BEGINNING.

A portion of Assessor's Parcel No. 417-190-019.

## EXHIBIT C: General Assignment

THIS GENERAL ASSIGNMENT (“**Assignment**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by WEST CONTRA COSTA HEALTHCARE DISTRICT, a political subdivision of the State of California, dba Doctors Medical Center of San Pablo (“**Assignor**”), to RGH SAN PABLO, LLC, a California limited liability company (“**Assignee**”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, effective as of the Effective Date (as defined below), Assignor hereby assigns and transfers unto Assignee all of its right, title, claim and interest in and under the following:

(a) Any personal property, equipment or fixtures remaining on that certain real property described in Exhibit A attached hereto as of the Closing Date owned by Assignor;

(b) all warranties and guaranties made by or received from any third party with respect to any building, building component, structure, fixture, machinery, equipment, or material situated on, contained in any building or other improvement situated on, or comprising a part of any building or other improvement situated on, any part of that certain real property described in Exhibit A attached hereto including, without limitation, those warranties and guaranties listed in Schedule 1 attached hereto (collectively, “**Warranties**”);

(c) all of the Service Contracts listed in Schedule 2 attached hereto; and

(d) any Intangible Property (as defined in that certain Purchase and Sale Agreement dated as of December \_\_, 2015 between Assignor and Assignee (the “**Purchase Agreement**”)).

ASSIGNOR AND ASSIGNEE FURTHER HEREBY AGREE AND COVENANT AS FOLLOWS:

1. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys’ fees, originating prior to the Effective Date and arising out of the owner’s obligations under the Service Contracts.

2. Except as otherwise set forth in the Purchase Agreement, effective as of the Effective Date, Assignee hereby assumes all of the owner’s obligations under the Service Contracts listed in Schedule 2 and agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys’ fees, originating on or subsequent to the Effective Date and arising out of the owner’s obligations under the Service Contracts.

3. If either party hereto fails to perform any of its obligations under this Assignment or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Assignment, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs

and attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

5. This Assignment shall be governed by and construed and in accordance with the laws of the State of California.

For purposes of this Assignment, the "Effective Date" shall be the date of the Closing (as defined in the Purchase Agreement).

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

**ASSIGNEE:** RGH SAN PABLO, LLC,  
a California limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**ASSIGNOR:** WEST CONTRA COSTA HEALTHCARE  
DISTRICT, a political subdivision of the State of  
California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A TO GENERAL ASSIGNMENT: LEGAL DESCRIPTION**

REAL PROPERTY IN THE CITY OF SAN PABLO, CONTRA COSTA COUNTY, CALIFORNIA, BEING PORTIONS OF PARCEL A AS DESCRIBED IN THE QUITCLAIM DEED TO WEST CONTRA COSTA HEALTH CARE DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, RECORDED AUGUST 5, 2005, DOCUMENT 2005-0293541, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

ALL OF PARCEL A (2005-0293541) EXCEPTING THEREFROM THE FOLLOWING:

ALL THE PROPERTY CONVEYED TO THE CITY OF SAN PABLO BY GRANT DEED RECORDED MARCH 13, 2015, DOCUMENT 2015-0045660, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL (2005-0293541), DISTANT THEREON SOUTH 47° 56' 00" EAST, 33.08 FEET FROM THE SOUTHERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED TO THE WEST CONTRA COSTA HEALTH CARE DISTRICT, RECORDED AUGUST 16, 1995, SERIES 95-134333, CONTRA COSTA COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR BOUNDARY OF SAID PARCEL (2005-0293541), THE FOLLOWING EIGHT (8) COURSES:

1. SOUTH 47° 56' 00" EAST, 81.90 FEET,
2. ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 90° 00' 40", AN ARC DISTANCE OF 196.37 FEET,
3. SOUTH 42° 04' 40" WEST, 324.16 FEET,
4. NORTH 80° 26' 00" WEST, 36.30 FEET,
5. NORTH 73° 11' 00" WEST, 102.30 FEET,
6. NORTH 39° 11' 00" WEST, 64.02 FEET,
7. NORTH 82° 41' 00" WEST, 36.30 FEET AND
8. SOUTH 80° 49' 00" WEST, 29.02 FEET;

THENCE LEAVING SAID EXTERIOR BOUNDARY, NORTH 40° 30' 32" EAST, 306.73 FEET;

THENCE NORTH 75° 03' 38" EAST, 26.83 FEET;

THENCE NORTH 43° 43' 25" EAST, 16.39 FEET;

THENCE NORTH 86° 13' 19" EAST, 18.36 FEET;

THENCE NORTH 55° 59' 21" EAST, 50.78 FEET;

THENCE NORTH 42° 04' 00" EAST, 62.32 FEET;

THENCE 21° 21' 06" EAST, 11.82 FEET;

THENCE NORTH 42° 04' 00" EAST, 64.56 FEET TO THE POINT OF BEGINNING.

A portion of Assessor's Parcel No. 417-190-019.

**SCHEDULE 1 TO GENERAL ASSIGNMENT  
WARRANTIES**

*-None-*

**SCHEDULE 2 TO GENERAL ASSIGNMENT**  
**SERVICE CONTRACTS**

*-None-*

**VENDOR EQUIPMENT DISPOSITION**

---

**TAB 4**  
**Agenda Item 9**



**PROPOSALS FOR SELLING OF  
EQUIPMENT/SUPPLIES/OFFICE  
FURNITURE**

**December 9, 2015**



# PROCESS FOR SELECTION

- September 2<sup>nd</sup>: RFP reviewed (attached) to include criteria and process
- RFP highlights:
  - ✓ Highest proceeds and prompt liquidation
  - ✓ No bidding or changes in proposals will be entertained at the board meeting
  - ✓ utilizing criteria to include reference checks to select vendor(s)
  - ✓ Recommendation made to the board at next scheduled meeting
- October 5<sup>th</sup>: Advertisement in newspapers/website
- October 8<sup>th</sup>: RFP sent to previous vendors and posted on website

## PROCESS FOR SELECTION (cont)

- October 20: Inventory lists shared
- October 20-22: Tours given
- October 29: Deadline for vendor proposals
- November 5: Deadline for auctioneers, as they were contacted a week later than the vendors

# Criteria

- The proposals were reviewed using the following criteria:
  - Highest Cash proceeds to DMC
  - Lowest Cost to DMC
  - Prompt Liquidation
  - Previous experience

# SUMMARY

- Six vendors submitted proposals (See attached)
- All offered on/off site auction
- Four of the six gave option for guaranteed amount ranging from \$104,180 to \$725,000
- Three vendors would be at no cost to DMC, and three may have a cost to DMC
- Timeframe ranged from 60 – 90 days, but one did not state a timeframe
- One guaranteed wiring of full amount upon signage of contract
- Four vendor proposals listed references and two of those are associated with VHA

## **RECOMMENDATION: Centurion**

- \$725,000 for all equipment/furniture/supplies
- Full amount wired to DMC upon signature of agreement
- Live auction of medical equipment/public tag sale of non-medical items within 75 days
- No cost to DMC for auction
- References provided, associated with VHA
- Interested physicians and community members are invited to attend and bid



VENDOR PROPOSALS 12/9/2015

Scientific Equipment Liquidators	Bob Godar	References checked, no issues	S.E.L will perform a sale for the assets as a limited partner with 75% of gross sales to DMC and 25% to S.E.L. It will be an invitation only sale and not open to the public	If awarded the contract they will revisit the campus within one week of the award for planning and preparation. They would anticipate the start of the actual sale in mid January 2016, and feel they would be off campus by mid February 2016.	See comments column may need to pay someone to haul away equipment left	If awarded the contract, they will forward advance proceeds of the sale for \$100,000. They estimate retail value of the equipment on site being worth \$1,300,000 to \$2,000,000. The first \$100,000 will accrue to S.E.L	the proceeds after expenses VHA Vendor Cannot guarantee all items will be off the campus when they leave. No change in proposal if kitchen equipment not included
BidMed	Amy St.Cyr	References checked, no issues	Proposal 1: Cash offer of \$700,000.  Proposal 2: Cash Guarantee plus Shared Proceeds: DMC is guaranteed a minimum of \$550,000 payable prior to the auction. The first \$550,000 will go to BidMed, the next	7-8 weeks  7-8 weeks	Not stated  \$90,000	\$700,000  \$550,000 guaranteed	If kitchen equipment is not included the price would be \$670,000  If kitchen equipment is not included the price would be \$520,000

VENDOR PROPOSALS 12/9/2015

PEMED, llc	Mark Zirinsky	No references given	\$90,000 will go to BidMed to cover expenses. All proceeds over \$640,000 would be split 50% each. Lot Bid: \$104,180.00 with \$55,000 down, 90% balance within 45 days, balance in 75 days	90 days	May need to increase security	\$104,180.000	Will attempt to give physicians formerly on staff at hospital first choice of equipment. We believe you will find our cash offer on the Hana table very competitive and our overall cash offer very fair.
Soma Technology	Ben Quick	Soma Technology Inc is an ISO 13485 registered biomedical equipment dealer in business since 1992. Reverences available upon acceptance of our offer.	\$255,000 offer for everything or \$45,000 for the Hana ortho table	ASAP	No cost	\$255,000 or \$45,000	

# **Request for Proposal by West Contra Costa Healthcare District**

## **dba Doctors Medical Center**

### **Vendor(s) for liquidation of Medical equipment and supplies and Office furniture and supplies**

**October 8, 2015**

West Contra Costa Healthcare District is soliciting proposals to liquidate its medical equipment and supplies, office furniture and supplies.

#### **Process:**

##### *I. Notification*

This request will be advertised for 8 days in the West County Times and on the West Contra Costa Healthcare District Website

Those vendors who have previously contacted the District requesting notification of this RFP will be notified.

After 8 days of advertising, if at least 3 vendors/auctioneers have replied, bidding will be closed.

More than one vendor may be accepted should it be more advantageous to sell in part rather than in full

##### *II. Vendor review of inventory*

Potential candidates responding to the RFP will:

- Receive inventory prior to a scheduled tour.
- Receive an appointment for an onsite tour
- Submit proposals to DMC within one week after the tour
- Proposals must include a minimum of 6 references including contact information

##### *III. Selection*

Staff utilizes criteria to include reference checks to select vendor(s)

Staff makes recommendation to District Board at next scheduled Board meeting

No bidding or changes in proposals will be entertained at the Board meeting

## **Evaluation Criteria:**

Proposals will be evaluated on the extent to which they meet the following criteria.

### **Qualification of Bidders:**

1. Evidence of successful liquidation of equipment and supplies in similar sized facility.
2. Preference for experience specific to healthcare and/or office equipment and supplies as applicable.
3. Six references required as part of the proposal offering.

Highest revenue to DMC

Lowest cost to DMC, (vendor supplies security/labor)

Security of building and assets during process

Prompt liquidation

Vendor leaves facility clean, "broom swept" and removal of items not sold

Minimum % age of purchase or all dollars wired to DMC once contract is signed

## **Proposed Timeline:**

Week of October 5: Advertising by paper and posting on WCCHD website. In addition, notification to those who have inquired over the past year

October 20-22: Inventory lists shared and tours scheduled

October 29: – Proposals due to DMC

**Questions or interest please call 510.970.5720**

**Submit only proposals to: [rfp@dmc-sp.org](mailto:rfp@dmc-sp.org)**

---

The District reserves the right and ability to reject any and all submittals and to commence discussions or negotiations with any one or more applicants, or to undertake the same or similar services or programs as direct District sales or auctions. Such options are completely within the District Board and management's discretion regardless of the scoring or competitive details of the proposals.

This RFP does not commit the District to award a contract or contracts, to defray any costs incurred in the preparation of a response to this request, or to produce or contract for services. All submittals become the property of the District. The District reserves the right to cancel, in part or in entirety, this RFP including but not limited to, selection schedule, submittal date and submittal requirements. If the District cancels or revises the RFP, the District or District's representative will notify all respondents of record in writing. The District reserves the right to request additional information and/or clarifications from any or all respondents to this RFP.

Submitters should be aware that proposals would become public records when in the judgment of the District the Public Records Act requires disclosure. If there is a need to maintain confidentiality of any specific information such will need to be discussed with management for consideration under the Public Records Act.

## **ASSET PURCHASE AGREEMENT**

**THIS AGREEMENT** is made as of December \_\_, 2015, by and between West Contra Costa Healthcare District a political subdivision of the State of California, dba Doctors Medical Center of San Pablo ("Seller") and Centurion Service Group LLC., an Illinois Limited Liability corporation ("Centurion").

### **WITNESSTH:**

**WHEREAS**, Seller owns and wishes to sell to Centurion, for the purpose of a liquidation and/or an auction sale, the personal property set forth on Exhibit A ("Assets") located at Doctor's Medical Center, 2000 Vale Rd. San Pablo, CA (the "Premises"); and

**WHEREAS**, Centurion desires to purchase the Assets and conduct an auction and/or public sale at the Premises pursuant to the terms and conditions herein contained.

**NOW, THEREFORE**, in mutual consideration of the above premises and of the covenants and agreements as hereafter set forth, the parties agree as follows:

**1. Purchase and Sale.** SELLER hereby agrees to sell, convey, transfer and assign to Centurion, free and clear of all liens, mortgages, pledges, encumbrances, claims, charges and interests of every kind, the Assets and Centurion agrees to purchase the Assets for the price and subject to the terms and conditions herein contained. The parties agree that Centurion is purchasing the medical assets as well as the non medical equipment as listed in Exhibit A. Upon payment of the Purchase Price specified in Paragraph 2, Seller will execute a Bill of Sale vesting all right, title and interest in and to the Assets in Centurion. SELLER agrees to take such further action and execute and deliver such other or additional documents, which documents shall be subject to approval by SELLER's legal counsel, as Centurion may reasonably require to effectuate this Agreement and the transfer of the title to the Assets. SELLER understands and acknowledges that Centurion will be conducting an auction/liquidation sale of the Assets on the Premises ("Auction Sale"); and that all sales of the Assets will be "as is" and "where is" irrespective of the condition, wear and tear, or damage of any item of the Assets and without guarantee or warranty express or implied of any kind, nature or description.

Notwithstanding anything else herein contained, it is expressly agreed and understood by SELLER that Centurion is not responsible for, nor obligated to, remove or dispose of any Toxic Substances (as hereinafter defined), bio-hazardous garbage, materials, debris or waste except as specifically provided herein nor for the disconnecting and/or capping of any valves from which equipment will be removed. Centurion will help coordinate the scheduling of such removal and valve cappings. Further, Centurion is not responsible for the removal or disposal of any hospital or patient files or records, the same being all at the exclusive direction and control of SELLER.

2. **Purchase Price.** Subject to the terms and conditions hereof, Centurion agrees to pay to SELLER for the Assets \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Purchase Price") by bank wire transfer as directed by SELLER upon signature of this document. Following execution of this Agreement by the parties and Seller's receipt of the Purchase Price, a final walk through and Asset confirmation shall be mutually arranged but in no case later than seven (7) days following execution and payment.

3. **Location of Auction.** SELLER grants to Centurion the free non-exclusive use of the Premises starting from the date of this Agreement first written above and ending Seventy Five (75) days thereafter ("Auction Sale Period"), to allow Centurion to complete the Auction Sale and/or public sale of Assets on the Premises and removal of the sold and any unsold Assets. SELLER hereby agrees to supply electric power service, heat, and/or air conditioning, and elevator service to the Premises; to fully maintain and will remain solely responsible for the Premises and to provide and maintain adequate property, casualty and liability insurance covering the Premises for the benefit and protection of the Assets, Centurion, and Centurion's invitees and employees. Centurion acknowledges that the license granted herein for the use of the Premises shall be further subject to the following general terms and conditions:

- (a) Centurion will use the Premises solely for the purposes of storing, exhibiting and selling the Assets at the Auction Sale or otherwise, and for any other legal purpose proximately and materially related thereto including, without limitation, photographing the Assets, compiling information pertaining thereto and inviting to the Premises prospective purchasers and their agents for inspection and purchase.
- (b) Centurion shall not alter the Premises or in any way assign its rights to the use of the Premises. Except for Centurion's gross negligence or willful misconduct, Centurion, its employees, agents or invitees, shall not be responsible for any damages, repair or restoration of any portion of the Premises from which the Assets are sold or removed. Further, as provided in Paragraph 1, neither Centurion, nor its employees, agents, or invitees, shall be responsible or liable for the removal or disposal of any Toxic Substances, bio-hazardous, sharp, or other hazardous waste or material or any FDA controlled substances or pharmaceuticals, or the capping of any valves from which equipment is removed or patient records or files.
- (c) Centurion will be responsible for the removal or disposal of any Assets which are not removed by purchasers thereof, and, subject to Paragraph 3(b) of this Agreement, for the coordination of the consolidation of any remaining trash, debris or garbage to be removed and/or disposed of by SELLER. After the Auction Sale Period, Centurion will vacate the Premises. All sold or unsold

Assets shall be removed from the Premises by purchasers or Centurion as of the last day of the Auction Sale Period, at no cost to Seller, and Centurion shall be liable to Seller for any expenses related to removing Assets remaining on the Premises including costs of Seller's employees, consultants or attorneys.

**4. Indemnification.**

- (a) SELLER covenants and agrees that it will protect, defend, indemnify, save, and keep Centurion and its officers, affiliates and agents harmless against any claim, liability, suit, demand, fine, loss, injury, penalty, violation of any laws or ordinances, damages, judgments, or charges including, without limitation, all reasonable attorneys fees and costs, arising out of, or resulting from, SELLER's breach of this Agreement or any warranty or representation therein, any accident caused by the actions of Seller or gross negligence on the part of the Seller, resulting in damage or injury, or any occurrence whatsoever on or about the Premises.
- (b) Centurion covenants and agrees that it will protect, defend, indemnify, save, and keep SELLER and its officers, directors, affiliates and agents harmless against any claim, liability, suit, demand, fine, loss, injury, penalty, violation of any laws or ordinances, damages, judgments, or charges including, without limitation, all reasonable attorneys fees and costs, arising out of, or resulting from, Centurion's breach of this Agreement or any warranty or representation herein, any accident caused by the actions of Centurion or gross negligence on the part of the Centurion, resulting in damage or injury, or any occurrence whatsoever on or about the Premises.
- (c) Concurrently with executing this Agreement, Centurion shall provide Seller with certificates evidencing Centurion's general commercial liability insurance in the aggregate coverage amount of at least Five Million Dollars (\$5,000,000) against risk of loss to person or property arising from Centurion's exercise of its rights under this Agreement, naming Seller as an additional insured, and such coverage shall be primary and separate from any other insurance Seller may have available. Centurion covenants that all persons entering the Premises on behalf of or at the invitation of Centurion to perform any work shall have valid Worker's Compensation insurance coverage in effect as required by law, and shall provide Seller with evidence of such coverage as Seller may from time to time request. Nothing in this subparagraph shall be construed as limiting in any way Centurion's liability and obligations under this Agreement.

- (d) SELLER shall indemnify, defend, and hold Centurion harmless from and against any and all costs, liabilities, claims, damages, suits, actions, judgments, losses, injuries, clean-up or expenses of any kind or nature, including, without limitation, reasonable attorneys fees and costs and administrative or government penalties and fines, arising from or related to the existence, removal, disposal, or failure to remove or dispose, or properly do so, of any Toxic Substances (hereinafter defined) bio-hazardous, sharp, FDA controlled substances or pharmaceuticals, material, waste, debris or garbage, and any and all HIPAA related information located on, in, under or about the Premises, or arising from or related to any and all Claims (as hereinafter defined) that are asserted against or incurred by Centurion as a result of any violation of any Environmental or FDA Laws (as hereinafter defined), or any other similar environmental, or public protection laws by SELLER and which are asserted against Centurion solely and exclusively as a result of the license granted to Centurion pursuant to Paragraph 3 hereof and which are not the result, in whole or in part, of Centurion's negligence or willful malfeasance or misfeasance.
- (e) The term "Environmental or FDA Laws" shall include, without limitation, all laws, statutes, ordinances, regulations, guidelines and guidance documents now enacted or published or promulgated by any federal, state or local governmental agency, at any time before, during, or after SELLER's control, possession, or ownership of the Premises that pertain to the business or closing of hospitals and/ or prescribed methods for disposal, transport, abatement and/or remediation, ban, prevention, or minimized exposure to Toxic Substances, bio-hazardous, sharp, or FDA controlled substances or pharmaceuticals, waste, material, debris, or garbage on, in, under, or about the Premises.
- (f) The term "Toxic Substances" shall include, without limitation, any hazardous substance, pollutant, or contaminant regulated under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act or any similar or equivalent federal, state or local laws or ordinances; oil and petroleum products, and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et. seq., or any similar or equivalent federal, state or local laws or ordinances; asbestos, lead or polychlorinated biphenyls; all substances regulated under the Emergency Planning and Community Right-to-Know Act and the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et. seq., EPA, or any similar or equivalent federal, state or local laws or

ordinances; radon or other radioactive source material, including special nuclear material, and byproduct materials regulated under the Atomic Energy Act 42 U.S.C. § 2011 et. seq., or any similar or equivalent federal, state or local laws or ordinances; industrial or hospital process and pollution control wastes to the extent regulated under applicable Environmental Laws including, but not limited to, hazardous materials regulated by the Department of Transportation; and pathogenic bacteria and other pathogenic microbial agents.

- (g) The term "Claim(s)" shall include, without limitation, any demand, cause of action, proceeding, or suit for damages (actual or punitive), injuries to persons or property, damages to natural resources, fines, penalties, interest, losses, or the costs of site investigations, feasibility studies, information requests, health assessments, contribution, settlement, actions to correct, remove, remedies, respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the release of a Hazardous Substances, or enforcing insurance contribution, or indemnification agreements, whether brought by a governmental agency or a private party.
- (h) The provisions of this Paragraph will survive the termination or expiration of this Agreement for three years.

**5. Representations and Warranties of SELLER.** SELLER hereby represents and warrants to Centurion as follows:

- (a) SELLER has good and merchantable title to the Assets, free and clear of any liens, security interests or encumbrances whatsoever, and has the requisite power and authority to enter into this Agreement and to sell, assign and transfer the Assets to Centurion pursuant to the terms and conditions hereof. There are no leased Assets remaining on the Premises or included on Exhibit A.
- (b) SELLER has paid or made arrangements to pay all taxes (whether arising pursuant to federal, state, city or local taxation statutes or ordinances, or otherwise) which have been levied against it and/or the Assets and/or the Premises which are heretofore due or to become due.
- (c) SELLER has received no notice from any governmental agency or other authority that it is in violation of any existing federal or state or local or Environmental or FDA Law or regulation pertaining to it, the Premises or the Assets.
- (d) SELLER has lawful possession of the Premises and is authorized to grant to Centurion the license to use the Premises pursuant to

the terms and conditions hereof. SELLER shall in all respects cooperate with and further the interests of Centurion in meeting Centurion's obligations hereunder, in discharging SELLER's duties hereunder, and as required by any applicable federal, state, or local law, statute or regulation. SELLER shall refrain from all acts or omissions that would interfere with Centurion's duties and obligations under this Agreement or as required by statute or regulation.

**6. Representations and Warranties of Centurion.** Centurion hereby represents and warrants to SELLER as follows:

- (a) Centurion has all requisite power and authority to operate its business as it is now being conducted, and has complete and unrestricted power to enter into this Agreement, purchase the Assets, and to conduct the Auction Sale.
- (b) Centurion will provide adequate personnel to supervise and conduct the Auction Sale, remove the Assets, and perform its other duties pursuant hereto, will use reasonable, ordinary and customary care to insure the safety of its employees, agents and invitees while on the Premises, and will use commercially reasonable efforts to insure the minimum amount of damage and wear and tear to the Premises resulting from the Auction Sale and/or removal/disconnection of the Assets.

**7. Choice of Law.** It is the intention of the parties that the internal laws of the State of California shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. The parties further agree that, in the event of a dispute arising hereunder, the jurisdiction and venue of any proceeding shall be in any court of competent jurisdiction in the County of Contra Costa, State of California.

**8. Cleaning.** On or before the last day of the Auction Sale Period, Centurion shall insure that the Premises is broom-swept clean and all Assets are removed from the Premises.

**9. Risk of Loss.** All risk of loss with respect to the Assets shall pass to Centurion on the date hereof and Centurion shall be solely responsible for any damage to or loss of the Assets, for whatever reason, occurring after the date hereof.

**10. Entire Agreement: Modification.** This Agreement represents the entire Agreement of the Parties and supercedes all prior Agreements and understandings whether written or oral; and shall not be assigned, changed, modified, altered or amended except by written agreement duly executed by all parties.

***[SIGNATURES ON FOLLOWING PAGE.]***

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

Centurion Service Group, LLC.

West Contra Costa Healthcare District,  
a political subdivision of the State of  
California

By: \_\_\_\_\_  
Its: Authorized Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**List of Assets**

Department	Department2	Asset ID	Description	Tag Number
2ND FLOOR			MED CARTS (2)	WOUND
3RD FLOOR			BLANKET WARMER	
3RD FLOOR			HANGING IV POLES (10)	
3RD FLOOR			HP MONITORS VIRIDIA CMS (3)	
3RD FLOOR			SUCTION (2)	
4TH FLOOR			BLANKET WARMER	
4TH FLOOR			LARGE EXAM TABLES	
5TH FLOOR			BEDSIDE TABLES	
5TH FLOOR			BP MACHINES	
5TH FLOOR			IV POLES	
5TH FLOOR			MANUAL SCALES	
5TH FLOOR			OVERHEAD TABLES	
5TH FLOOR			SUCTION MACHINES	
742100 - GENERAL SURGERY		10058	VISUAL GUIDANCE SYSTEM	357
742100 - GENERAL SURGERY		10060	KNEE POSITIONER	291
742100 - GENERAL SURGERY		10090	SURGICAL TABLE	
742100 - GENERAL SURGERY		10091	SURGICAL TABLE	
742100 - GENERAL SURGERY		10208	PORTABLE GLIDESCOPE SYSTEM	633
742100 - GENERAL SURGERY		10347	EYE INSTRUMENT SET	585
742100 - GENERAL SURGERY		10583	PHACO MACHINE-ALCON	815
742100 - GENERAL SURGERY		10584	PHAC MACHINE - ALCON CER 100807	816
742100 - GENERAL SURGERY		10885	STRYKER DUAL CHANNEL SMARTPU	919
742100 - GENERAL SURGERY		10886	STRYKER DUAL CHANNEL SMARTPU	920
742100 - GENERAL SURGERY		10888	STRYKER DUAL CHANNEL SMARTPU	923
742100 - GENERAL SURGERY		10895	SURGERY ROOM LIGHTS	930
742100 - GENERAL SURGERY		10929	VNUS RF GENERATOR	939
742100 - GENERAL SURGERY		11033	HARMONIC GENERATOR 300	981
742100 - GENERAL SURGERY		1126	OR LIGHTS PROJECT	
742100 - GENERAL SURGERY		12450	STERILATION SYSTEM (STERRAD)	1532
742100 - GENERAL SURGERY		12451	STERRAD NX. CART	1533
742100 - GENERAL SURGERY		12489	PROCESSOR, STERIS SYSTEM 1	
742100 - GENERAL SURGERY		1263	X-RAY GENERATOR C ARM SERIES	
742100 - GENERAL SURGERY		1264	FORCE S-S PCH ELECTROSURGICAL	
742100 - GENERAL SURGERY		183	CRASH CART	
742100 - GENERAL SURGERY		184	LAPAROSCOPE AUTOCLAVABLE M3-5M	
742100 - GENERAL SURGERY		185	LAPAROSCOPE AUTOCLAVABLE M3-5M	
742100 - GENERAL SURGERY		192	COAGULATOR	

Department	Department2	Asset ID	Description	Tag Number
742100 - GENERAL SURGERY		196	OPERATING TABLE	
742100 - GENERAL SURGERY		200037	EVOTECH EQUIP KIT- ENDOSCOPE	
742100 - GENERAL SURGERY		200050	STRYKER OH SURGICAL LIGHT	
742100 - GENERAL SURGERY		200092	HANA HIP & KNEE ARTHROPLASTY	2075
742100 - GENERAL SURGERY		204	MICROSCOPE OPERATING	
742100 - GENERAL SURGERY		205	LIGHT OR DOUBLE	
742100 - GENERAL SURGERY		206	MICROSCOPE OPERATING	
742100 - GENERAL SURGERY		208	PUMP CONTINUOUS FLOW	
742100 - GENERAL SURGERY		209	OR TABLE	
742100 - GENERAL SURGERY		212	LIGHT SOURCE	
742100 - GENERAL SURGERY		213	LIGHT SOURCE	
742100 - GENERAL SURGERY		221	STERILIZER GRAVITY	
742100 - GENERAL SURGERY		225	STERILIZER SCOPE	
742100 - GENERAL SURGERY		226	LIGHT OR DOUBLE	
742100 - GENERAL SURGERY		227	LIGHT OR DOUBLE	
742100 - GENERAL SURGERY		2300	SURGISTOOL II	
742100 - GENERAL SURGERY		2301	SURGISTOOL II	
742100 - GENERAL SURGERY		2307	SUCTION TIPS & INSTRUMENT RACK	
742100 - GENERAL SURGERY		2310	STERILIZER VACAMATIC	
742100 - GENERAL SURGERY		2311	OR TABLE	
742100 - GENERAL SURGERY		2316	OPERATING TABLE	
742100 - GENERAL SURGERY		2318	MICROSCOPE OPERATING	
742100 - GENERAL SURGERY		2319	MICROSCOPE OPERATING	
742100 - GENERAL SURGERY		2320	OPERATING TABLE	
742100 - GENERAL SURGERY		2336	YELLOFIN STIRRUPS	
742100 - GENERAL SURGERY		2340	REMAINING 3 SINUS ENDO INTRUMENTS	
742100 - GENERAL SURGERY		2343	DEIONIZATION SYSTEM	
742100 - GENERAL SURGERY		2345	MICROSCOPIC OPERATING	
742100 - GENERAL SURGERY		2352	HOSHIZAKI ICEMAKER/DISPENSER 4	
742100 - GENERAL SURGERY		2395	ORTHOPEDIC TABLE	
742100 - GENERAL SURGERY		2397	UROLOGICAL TABLE	
742100 - GENERAL SURGERY		2419	LIGHT SURGICAL CHROMOPHARE SNG	
742100 - GENERAL SURGERY		2420	LIGHT SURGICAL CHROMOPHARE SNG	
742100 - GENERAL SURGERY		243	ORTHOPEDIC TABLE	
742100 - GENERAL SURGERY		2436	MICROSCOPIC OPERATING	

Department	Department2	Asset ID	Description	Tag Number
742100 - GENERAL SURGERY		2439	MICROSCOPIC OPERATING	
742100 - GENERAL SURGERY		2479	RADIO FREQ BI-POLAR UNIT FOR	
742100 - GENERAL SURGERY		276	OPERATING TABLE	
742100 - GENERAL SURGERY		277	STERILIZER VACAMATIC	
742100 - GENERAL SURGERY		278	OPERATING TABLE	
742100 - GENERAL SURGERY		4160	WARMER FLUID	
742100 - GENERAL SURGERY		4161	WARMER FLUID	
742100 - GENERAL SURGERY		4162	WARMER FLUID	
742100 - GENERAL SURGERY		4163	LIGHT SOURCE	
742100 - GENERAL SURGERY		4169	CAMERA ENDOSCOPIC	
742100 - GENERAL SURGERY		4171	ELITE 0 DEGREE TELESCOPE	
742100 - GENERAL SURGERY		4172	ELITE 0 DEGREE TELESCOPE	
742100 - GENERAL SURGERY		4173	ELITE 70 DEGREE TELESCOPE	
742100 - GENERAL SURGERY		4176	ELITE URETHRATOME OBLIRATOR	
742100 - GENERAL SURGERY		4177	CLASSIC LOWSLEY FORCEPS	
742100 - GENERAL SURGERY		4178	ELITE IGLESIAS WORKING ELEMENT	
742100 - GENERAL SURGERY		4182	RESECTROSCOPE KIT 25.6	
742100 - GENERAL SURGERY		4183	CAMERA ENDOSCOPIC	
742100 - GENERAL SURGERY		4206	ELLIK/TOOMEY ADAPTER- LOCKING	
742100 - GENERAL SURGERY		4216	IGLESIAS WORKING ELEMENT	
742100 - GENERAL SURGERY		4219	ROBOTIC RETRACTOR ARM	
742100 - GENERAL SURGERY		4225	URETEROSCOPE	
742100 - GENERAL SURGERY		4226	120 CYSTOSCOPE	
742100 - GENERAL SURGERY		4227	CUTTER	
742100 - GENERAL SURGERY		4229	LANDMARK IMAGE GUIDED SURGERY	
742100 - GENERAL SURGERY		4233	LAPAROSCOPES	
742100 - GENERAL SURGERY		4234	LAPAROSCOPES	
742100 - GENERAL SURGERY		4235	LAPAROSCOPES	
742100 - GENERAL SURGERY		4236	LAPAROSCOPES	
742100 - GENERAL SURGERY		4240	28 SINUS ENDOSCOPY INSTRUMENTS	
742100 - GENERAL SURGERY		4242	USA SERIES FLEXIBLE CYSTO NEPH	
742100 - GENERAL SURGERY		4244	ELECTROSURGICAL UNIT	
742100 - GENERAL SURGERY		4250	SHADOWLINE CERVICAL RETRACTOR	
742100 - GENERAL SURGERY		4251	HIGH SPEED DRILL SYSTEM- SWIVEL	

Department	Department2	Asset ID	Description	Tag Number
742100 - GENERAL SURGERY		4256	U2 SURGICAL DRILL	
742100 - GENERAL SURGERY		4257	ANTERIOR LUMBAR INSTRUMENTS	
742100 - GENERAL SURGERY		4265	VALLEY LAB FORCE BOUIE ELECTRO	
742100 - GENERAL SURGERY		4272	BAZOOKA ARM POSITIONER SHLDER	
742100 - GENERAL SURGERY		4273	SUTURE RETRIEVER SHLDER ARTHRO	
742100 - GENERAL SURGERY		4274	MICRO SCISSOR SHLDER ARTHROSCO	
742100 - GENERAL SURGERY		4297	PHACE EMULSIFIER SERIES 10000	
742100 - GENERAL SURGERY		4353	OPEN HEART SET	
742100 - GENERAL SURGERY		4354	INSTRUMENTS TRAUMA DRILL & MIC	
742100 - GENERAL SURGERY		4362	JARIT INST SET	
742100 - GENERAL SURGERY		4363	JARIT INST SET	
742100 - GENERAL SURGERY		4364	JARIT INST SET	
742100 - GENERAL SURGERY		4369	LIGHT SOURCE	
742100 - GENERAL SURGERY		4370	LIGHT SOURCE	
742100 - GENERAL SURGERY		4371	CAMERA - 3 DHIP	
742100 - GENERAL SURGERY		4372	CAMERA ENDOSCOPIC	
742100 - GENERAL SURGERY		4407	SALES TAX	
742100 - GENERAL SURGERY		4408	MICRO 100 WIREDRIVER WITH HOSE	
742100 - GENERAL SURGERY		4409	MICRO 100 DRILL W/O HOSE	
742100 - GENERAL SURGERY		4414	BOOKWALTER RETRACTOR SYSTEM KIT	
742100 - GENERAL SURGERY		4422	PRINTER LASER	
742100 - GENERAL SURGERY		4444	CONSOLE IRRIGATION	
742100 - GENERAL SURGERY		4469	SINUS SHAVER	
742100 - GENERAL SURGERY		448	CAMERA VIDEO ARTHRO	
742100 - GENERAL SURGERY		4482	FLEXIBLE URETEROSCOPE 418-03-9	
742100 - GENERAL SURGERY		466	DRILL/REAMER OSCILLATING SAW	
742100 - GENERAL SURGERY		476	PHACO EMULSIFIER	
742100 - GENERAL SURGERY		493	MICRORESECTOR SYSTEM-XPS MODE	
742100 - GENERAL SURGERY		495	SCALPAL	
742100 - GENERAL SURGERY		517	ARTHROSCOPES/VIDEO SYSTEM	
742100 - GENERAL SURGERY		526	INSUFFLATOR	
742100 - GENERAL SURGERY		532	BONE PUNCH	
742100 - GENERAL SURGERY		552	INSTRUMENTS FRAGMENT SET ZIMME	
742100 - GENERAL SURGERY		565	INSTRUMENTS-OSCILLATOR	

Department	Department2	Asset ID	Description	Tag Number
742100 - GENERAL SURGERY		566	ARTHROSCOPIC INSTRUMENTATION	
742100 - GENERAL SURGERY		607	INSTRUMENTS-ARTHROSCOPIC	
742100 - GENERAL SURGERY		612	INSTRUMENTS-ARTHROSCOPIC	
742100 - GENERAL SURGERY		631	INSTRUMENT POWER DRILL REAMER	
742100 - GENERAL SURGERY		641	INSUFFLATOR HIGH FLOW	
742100 - GENERAL SURGERY		642	INSTRUMENT-SURGICAL LAP CHOLL	
742100 - GENERAL SURGERY		650	MONITOR NERVE INTEGRITY	
742100 - GENERAL SURGERY		662	FLUID WARMER	
742100 - GENERAL SURGERY		663	PUMP IRRIGATION	
742100 - GENERAL SURGERY		675	MONITOR TV	
742100 - GENERAL SURGERY		700	LAPAROSCOPIC INSTRUMENTS	
742100 - GENERAL SURGERY		757	M3 30 & 70 DEGREE TELESCOPE	
742100 - GENERAL SURGERY		797	PRINTER VIDEO COLOR	
742100 - GENERAL SURGERY		798	PRINTER VIDEO COLOR	
742100 - GENERAL SURGERY		799	PRINTER VIDEO COLOR	
742100 - GENERAL SURGERY		800	PRINTER VIDEO COLOR	
742100 - GENERAL SURGERY		804	LIGHT SOURCE	
742100 - GENERAL SURGERY		805	LIGHT SOURCE	
742100 - GENERAL SURGERY		806	LIGHT SOURCE	
742100 - GENERAL SURGERY		807	LIGHT SOURCE	
742100 - GENERAL SURGERY		886	LITHOTRIPTOR	
742100 - GENERAL SURGERY		945	CART VIDEO EQ	
742700 -RECOVERY ROOM			HANGING IV POLES (9)	
742700 -RECOVERY ROOM			MED GAS TOWERS (6)	
742700 -RECOVERY ROOM		275	WARMING CABINET	1121182
742700 -RECOVERY ROOM		4460	DEFIBRILLATOR	
742700 -RECOVERY ROOM		4462	MONITOR PATIENT	121176
742700 -RECOVERY ROOM		4463	MONITOR PATIENT	121175
742700 -RECOVERY ROOM		4464	MONITOR PATIENT	1121174
742700 -RECOVERY ROOM		4465	MONITOR PATIENT	1120624
742700 -RECOVERY ROOM		4466	MONITOR PATIENT	1121173
742700 -RECOVERY ROOM		4467	MONITOR PATIENT	1121172
743000-SAME DAY SURGERY			CODE MASTER	
743000-SAME DAY SURGERY			CODE MASTER XL+	
743000-SAME DAY SURGERY			HANGING IV POLES (11)	
743000-SAME DAY SURGERY			LIFE PAK 20	
743000-SAME DAY SURGERY			PHYSIO CONTROL LIFE PAK 9	
743000-SAME DAY SURGERY		1014315	PHILLIPS DEFIB	
743000-SAME DAY SURGERY		10657	OPHTHALMOLOGY OPERATING ROOM	853
743000-SAME DAY SURGERY		1120933	BIPHASIC (PHILLIPS)	

Department	Department2	Asset ID	Description	Tag Number
743000-SAME DAY SURGERY		11730	5TH WHEEL MOBILITY GURNEYS	1322
743000-SAME DAY SURGERY		11731	5TH WHEEL MOBILITY GURNEYS	1323
743000-SAME DAY SURGERY		11732	5TH WHEEL MOBILITY GURNEYS	1324
743000-SAME DAY SURGERY		11733	5TH WHEEL MOBILITY GURNEYS	1325
743000-SAME DAY SURGERY		11734	5TH WHEEL MOBILITY GURNEYS	1326
743000-SAME DAY SURGERY		11735	5TH WHEEL MOBILITY GURNEYS	1327
743000-SAME DAY SURGERY		11736	5TH WHEEL MOBILITY GURNEYS	1328
743000-SAME DAY SURGERY		11737	5TH WHEEL MOBILITY GURNEYS	
743000-SAME DAY SURGERY		12387	ICE DISPENSER	1604
743000-SAME DAY SURGERY		2484	STRETCHER HYDRAULIC	
743000-SAME DAY SURGERY		309	STRETCHER RECOVERY	
743000-SAME DAY SURGERY		4492	MONITOR PATIENT	
743000-SAME DAY SURGERY		4493	MONITOR PATIENT	
743000-SAME DAY SURGERY		908	MONITOR PATIENT	
743000-SAME DAY SURGERY		910	DEFIBRILLATOR	
743000-SAME DAY SURGERY		913	MONITOR PATIENT	
743000-SAME DAY SURGERY		914	MONITOR PATIENT	
743000-SAME DAY SURGERY		916	MONITOR PATIENT	
74500 - ANESTHESIOLOGY		11066	PATIENT MONITOR-INTELLIVUE MP7	1008
74500 - ANESTHESIOLOGY		11067	PATIENT MONITOR-INTELLIVUE MP7	1009
74500 - ANESTHESIOLOGY		11068	PATIENT MONITOR-INTELLIVUE MP7	1010
74500 - ANESTHESIOLOGY		11069	WAVE CHANNELS FOR PT MONITOR	1012
74500 - ANESTHESIOLOGY		11070	WAVE CHANNELS FOR PT MONITOR	1013
74500 - ANESTHESIOLOGY		11071	WAVE CHANNELS FOR PT MONITOR	1014
74500 - ANESTHESIOLOGY		318	PUMP INFUSION	
74500 - ANESTHESIOLOGY		4514	MONITOR GAS	
74500 - ANESTHESIOLOGY		4515	MONITOR GAS	
74500 - ANESTHESIOLOGY		4519	MONITOR GAS	
74500 - ANESTHESIOLOGY		4520	MONITOR GAS	
74500 - ANESTHESIOLOGY		4522	PUMP SYRINGE	
74500 - ANESTHESIOLOGY		4523	PUMP SYRINGE	
74500 - ANESTHESIOLOGY		946	UNIVERSAL NBP PARAMETER MODULE	
74500 - ANESTHESIOLOGY		947	UNIVERSAL NBP PARAMETER MODULE	
74500 - ANESTHESIOLOGY		948	UNIVERSAL NBP PARAMETER MODULE	

Department	Department2	Asset ID	Description	Tag Number
74500 - ANESTHESIOLOGY		949	UNIVERSAL NBP PARAMETER MODULE	
74500 - ANESTHESIOLOGY		950	UNIVERSAL NBP PARAMETER MODULE	
757000 - CATH LAB		10052	MONITORING SYSTEM	98
757000 - CATH LAB		10159	HEAD/TABLE SHIELD	629
757000 - CATH LAB		11407	MACLAB 6.5.3 TO MACLAB 6.8	1011
757000 - CATH LAB		1510	CONTRAST, INJECTOR	22088
757000 - CATH LAB		1511	PRESSURE GUIDE SYSTEM	1177
757000 - CATH LAB		1593	DISPLAY MONITOR	
757000 - CATH LAB		1594	MODULE RACK	
757000 - CATH LAB		1595	MODULE PRINTER	
757000 - CATH LAB		1596	NBP MODULE	
757000 - CATH LAB		1597	SPO2/PLETH MODULE	
757000 - CATH LAB		1598	ECG/RESP MODULE	
757000 - CATH LAB		1599	DISPLAY MONITOR	
757000 - CATH LAB		1600	MODULE RACK	
757000 - CATH LAB		1601	PRINTER MODULE	
757000 - CATH LAB		1602	NBP MODULE	
757000 - CATH LAB		1603	ECG/RESP MODULE	
757000 - CATH LAB		1604	SPO2/PLETH MODULE	
757000 - CATH LAB		1605	CARDIAC ABLATION CONT	
757000 - CATH LAB		1606	WARMING CABINET	412399009
757000 - CATH LAB		1607	DEFIBRILLATOR/MONITOR	30685599
757000 - CATH LAB		1608	THERMOMETER	5393984
757000 - CATH LAB		1609	PATIENT CARE SYSTEM	26475
757000 - CATH LAB		1610	INJECTOR, CONTRAST	91791
757000 - CATH LAB		1611	SINGLE PANEL DEC	
757000 - CATH LAB		1612	MAC LAB	
757000 - CATH LAB		1613	INCUBATOR, CONTRAST	8003258
757000 - CATH LAB		1614	PATIENT WARMER	-85609
757000 - CATH LAB		1615	HEART MONITOR	
757000 - CATH LAB		1616	DEFIBRILLATOR/MONITOR	30685579
757000 - CATH LAB		1617	INFUSION PUMP	
757000 - CATH LAB		1618	DEFIBRILLATOR/MONITOR	33132054
757000 - CATH LAB		1619	PORTABLE OR LIGHT	71549
757000 - CATH LAB		1620	INFUSION PUMP	
757000 - CATH LAB		1621	PACEMAKER PROGRAMMER	
757000 - CATH LAB		1622	PRONCA SYSTEM	
757000 - CATH LAB		1623	EP MONITOR	
757000 - CATH LAB		1624	INFUSION PUMP	
757000 - CATH LAB		1625	MP MONITOR	
757000 - CATH LAB		1626	ELECTOSURGICAL UNIT	
757000 - CATH LAB		1627	IABP BALLOON PUMP	
757000 - CATH LAB		1628	CV ULTRASOUND	107

Department	Department2	Asset ID	Description	Tag Number
757000 - CATH LAB		1629	PATIENT WARMER	5543
757000 - CATH LAB		1630	EXT PACEMAKER	
757000 - CATH LAB		1631	MODULE RACK	
757000 - CATH LAB		1632	MP MODULE	
757000 - CATH LAB		1633	BIOSENSE WEBSTER	
757000 - CATH LAB		1634	INFUSION PUMP	
757000 - CATH LAB		1635	INFUSION PUMP	
757000 - CATH LAB		1650	PACEMAKER PROGRAMMER	64495
757000 - CATH LAB		2677	CPU	
757000 - CATH LAB		4675	X-RAY RADIO/FLUORO	
757000 - CATH LAB		4681	EXTERNAL PACEMAKER	
757000 - CATH LAB		4682	DEFIBRILLATOR	
757000 - CATH LAB		4683	ELECTROPHYSIOLOGY UNIT	
757000 - CATH LAB		4685	MONITOR PATIENT CARDIO RHYTHM	
776100 - ENDOSCOPY			CABINET	25141
776100 - ENDOSCOPY			CABINET (for scopes)	
776100 - ENDOSCOPY			CART	25129
776100 - ENDOSCOPY			CART (APC)	
776100 - ENDOSCOPY			CART, DATEL	26093
776100 - ENDOSCOPY			CART, TOWER WITH MONITOR	
776100 - ENDOSCOPY			ENDOSCOPE CFH 180AL	
776100 - ENDOSCOPY			ENDOSCOPE GIF IT 140	
776100 - ENDOSCOPY			ENDOSCOPE GIFQ 140	
776100 - ENDOSCOPY			ENDOSCOPE GIFQ 160	
776100 - ENDOSCOPY			ENDOSCOPE GIFQ 180	
776100 - ENDOSCOPY			ENDOSCOPE GIFXP 160	
776100 - ENDOSCOPY			ENDOSCOPE PCFH 180AL	
776100 - ENDOSCOPY			ENDOSCOPE PCFQ 180AL	
776100 - ENDOSCOPY			ENDOSCOPE TJF 160F	
776100 - ENDOSCOPY			TOWER (empty, not used)	
776100 - ENDOSCOPY		10081	FLUSHING PUMP	
776100 - ENDOSCOPY		10450	EVIS EXERA XENON LIGHT	767
776100 - ENDOSCOPY		10451	EVIS EXERA RAD DISPLAY MONITOR	768
776100 - ENDOSCOPY		11012	PRINTER, OLYMPUS HD COLOR	972
776100 - ENDOSCOPY		1121118	MONITOR ON STAND	
776100 - ENDOSCOPY		1121120	EXERA II CV-180	
776100 - ENDOSCOPY		1121121	EXERA II CLV-180	
776100 - ENDOSCOPY		1121122	HDTV PRINTER	
776100 - ENDOSCOPY		1121123	FLUSH PUMP	
776100 - ENDOSCOPY		1121124	ICC 200	
776100 - ENDOSCOPY		1121125	APC 300	
776100 - ENDOSCOPY		200016	PCF-H180AL EVIS EXERA II COLONO	

Department	Department2	Asset ID	Description	Tag Number
776100 - ENDOSCOPY		200017	PCF-H180AL EVIS EXERA II COLONO	
776100 - ENDOSCOPY		2782	CART ENDOSCOPIC	
776100 - ENDOSCOPY		2783	SCOPE GASTROSCOPE	
776100 - ENDOSCOPY		2784	CART C-LOCKER	
776100 - ENDOSCOPY		2804	SCOPE GASTROSCOPE	
776100 - ENDOSCOPY		2805	SCOPE COLONOSCOPE	
776100 - ENDOSCOPY		2806	SCOPE COLONOSCOPE	
776100 - ENDOSCOPY		2807	GASTROVIDEOSCOPE	
776100 - ENDOSCOPY		2808	SCOPE GASTROSCOPE	
776100 - ENDOSCOPY		2811	CABINET SCOPE	
776100 - ENDOSCOPY		2812	SCOPE GASTROSCOPE	
776100 - ENDOSCOPY		2813	PROCESSOR ENDOSCOPIC	
776100 - ENDOSCOPY		2814	LIGHT SOURCE ENDOSCOPIC	
776100 - ENDOSCOPY		2814	SCOPE DUODENOSCOPE	
776100 - ENDOSCOPY		2818	SCOPE DUODENOSCOPE	
776100 - ENDOSCOPY		2819	ESOPHAGEAL DILATORS	
776100 - ENDOSCOPY		4798	SCOPE COLONOSCOPE	
776100 - ENDOSCOPY		4799	SCOPE GASTROSCOPE	
776100 - ENDOSCOPY		4801	WORK STATION ENDOSCOPY	
776100 - ENDOSCOPY		4804	CAMERA VIDEO	
776100 - ENDOSCOPY		4806	MONITOR VITAL SIGNS	
776100 - ENDOSCOPY		4809	PRINTER VIDEO COLOR	
776100 - ENDOSCOPY		4811	MONITOR VIDEO	
776100 - ENDOSCOPY		4812	ELECTROSURGICAL UNIT	
776100 - ENDOSCOPY		4814	CART ENDOSCOPIC	
776100 - ENDOSCOPY		4816	MONITOR VIDEO	
7TH FLOOR			AGILENT MONITOR CMC 2001	ROOM 2
7TH FLOOR			BLANKET WARMER	
7TH FLOOR			HANGING IV POLES (7)	
838000 - STERILE SUPPLY			EVO TECH PROCESSOR	1014415
838000 - STERILE SUPPLY			SURGICAL INSTRUMENTATION	
CAFETERIA			BIKES (8)	ONE OUT OF
CAFETERIA			LOW TABLES (2)	
CAFETERIA			MEDICAL BOOKS	MOVE TO MED STAFF LIBRARY
CAFETERIA			PT TABLES (4)	
CAFETERIA			SCALE (1)	ON 4TH FLOOR
CAFETERIA			TREADMILLS (6)	
CAFETERIA			TRUTRAC (1)	
CAFETERIA			WALKER/CANE	MOVE WITH
CAFETERIA		11201309	SONICATOR 740 (1)	OUT OF
CAFETERIA		1121320	PT EQUIPMENT (3)	
CAFETERIA		1121320	STAIRMASTER (1)	
CAFETERIA		1121333	FORMA-SPLINT THERMAL BATH (1)	

Department	Department2	Asset ID	Description	Tag Number
CAFETERIA		1121335	HYDORCOLLATOR (1)	OUT OF
CAFETERIA		1121336	HI LO JR. (1)	OUT OF
CAFETERIA		38352	PT STAIRS (1)	
CAFETERIA		38353	HP 700/60 (1)	
CAFETERIA		38358	TRAMPOLINE (1)	
CAFETERIA		38359	BOXES OF PT/OT EQUIPMENT	
CAFETERIA		38360	BALLS (9)	
CAFETERIA		38361	OT BOARD (1)	
CANCER CENTER	CA CENTER DARK ROOM		VIDAR VXR-12 PLUS	IN DARK
CANCER CENTER	CA CENTER DARK ROOM	1029463	CARESTREAM SCANNER	IN DARK
CANCER CENTER	CA CENTER DARK ROOM	38372	DIODE LASER	IN DARK
CANCER CENTER	CANCER CENTER		CASMED 7400 (2)	MOVED TO
CANCER CENTER	CANCER CENTER		ELECTRONIC SCALE (2)	MOVED TO
CANCER CENTER	CANCER CENTER		EYE LITE (11)	MOVED TO
CANCER CENTER	CANCER CENTER		MEDICAL BOOKS	MOVE TO
CANCER CENTER	CANCER CENTER		PORTABLE MANUAL BP (1)	MOVED TO FICU
CANCER CENTER	CANCER CENTER		PORTABLE SUCTION (1)	MOVE TO FICU
CANCER CENTER	CANCER CENTER		STANDUP SCALE (2)	MOVED TO
CANCER CENTER	CANCER CENTER		WELCH ALLYN BP MACHINES (2)	MOVED TO FICU
CANCER CENTER	CANCER CENTER		WELCH ALLYN OTH SCOPES (11)	MOVED TO RESP
CANCER CENTER	CANCER CENTER		WELCH ALLYN PROPAQ (1)	MOVED TO FICU
CANCER CENTER	CANCER CENTER		X RAY MACHINES (2)	MOVE TO
CANCER CENTER	CANCER CENTER	00B2-01585	MOLD CUTTING TABLE (1)	
CANCER CENTER	CHEMO ROOM		BLANKET WARMER	MOVED TO
CANCER CENTER	CHEMO ROOM		CHAIRS ON WHEELS (2)	MOVED TO
CANCER CENTER	CHEMO ROOM		FLAT SCREEN TV'S (2)	MOVED TO WAREHOUSE
CANCER CENTER	CHEMO ROOM		STAINLESS STEEL TABLES (5)	MOVED TO 4TH FLOOR
CANCER CENTER	CHEMO ROOM	38373-38378	TV'S (6)	
CANCER CENTER	CHEMO ROOM	38379 - 38384	RECLINERS (6)	
CANCER CENTER	EXAM ROOM 1	101-4411	EXAM CHAIR/WELSH ALLYN OTO SCOPES	
CANCER CENTER	EXAM ROOM 2	00B2-01550	SAME AS ABOVE	
CANCER CENTER	EXAM ROOM 4		WELSH ALLYN OTO SCOPES (4)	MOVED TO FICU
CANCER CENTER	EXAM ROOM 4	1014394/102941 5	EXAM TABLE (2)	
CANCER CENTER	LINAC ROOM		HOLOGIC-BONE DENSITY MACHINE	NOT FOUND
CANCER CENTER	LINAC ROOM	00B2-01568	ULTRASOUND	MOVE TO US
CANCER CENTER	LINAC ROOM	1029464	VARIAN C-SERIES CLINAE	
CANCER CENTER	LINAC ROOM	38371	LINAC MONITOR	

Department	Department2	Asset ID	Description	Tag Number
CANCER CENTER	LINAC ROOM	418-10673	X RAY FILM ILLUMINATOR AND SCREENS	MOVE TO RADIOLOGY
CANCER CENTER	LINAC ROOM	418-14271	TV MONITOR	
CANCER CENTER	LINAC ROOM	5040	CONSOLE ELECT. CABINET	
CANCER CENTER	LINAC ROOM	BKR2002	VARIAN LINAC AND ALL SUPPLIES	
CANCER CENTER	LINAC ROOM	BKRA009	SIMULATOR	
CANCER CENTER	LUNG FUNCTION ROOM		MEDGRAPHICS ELITE SERIES PLETHYSMOGRAPH (1)	
CANCER CENTER	LUNG FUNCTION ROOM		SCALE (1)	
CANCER CENTER	LUNG FUNCTION ROOM		TV IN WAITING AREA	
CANCER CENTER	ROOM WITH COMPUTERS		MICK 200 TPV APPLICATOR (2)	03062V
CANCER CENTER	ROOM WITH COMPUTERS	00B2-01542	MAX 4000	
CANCER CENTER	ROOM WITH COMPUTERS	38385	SONY CAMERA	
CANCER CENTER	ROOM WITH COMPUTERS	38386	TRACEABLE WORK STATION	
ED			BLANKET WARMER (2)	ONE BROKEN (MOVED TO
ED			CARTS (19)	
ED			GURNEYS (TOTAL 38)	
ED			IV POLES (8)	
ED			STRYKER STRETCHER CHAIR	8910-034659
ED			WHEELCHAIRS (18)	
ED		0074/0614/0299/ 0072/2117/0287/ 0284/2017/	OHMEDA VAC GAUGES (9)	SN# GFFS-12857 MOVED TO RESP
ED		00B2-00448/00B2-00582/00B2-00563/00B2-00829/00B2-00539/00B2-00805/00B2-02733/00B2-00562/00B2-02734/00B2-01791/00B2-00556/00B2-00465/N01160312/N0116035/1029346/NO #	EAR SPECULUMS (16)	
ED		00B2-00473	EYE EQUIPMENT & EXAM CHAIR	ROOM 10
ED		00B2-00483	STRYKER GENIE GURNEY	

Department	Department2	Asset ID	Description	Tag Number
ED		00B2-00548/00B2-01417/00B2-00480/00B2-00080/00B2-00502/00B2-00557	HILL ROM GPS GURNEYS (6)	
ED		00B2-01346	STRYKER RENAISSANCE GURNEY	
ED		00B2-01712/00B2-01713/00B2-01714/00B2-01715/00B2-01717/00B2-00569/00B2-01719/00B2-01720/00B2-01721/00B2-00569/00B2-01368	STRYKER ER GURNEYS (11)	
ED		00B2-01718	STRYKER BACK SMART GURNEY	
ED		1014314	WEIGH MACHINE (1)	2250CE-577
ED		101-4316	PHILLIPS V24 MONITOR	
ED		101-4322	ACICENT MONITOR	
ED		101-4326/101-4345/102-9467	BP MODULES (3)	
ED		1014339/00B2-00635/00B2-00828/00B2-00562/00B2-00815/1120937/1014377	OVERHEAD LIGHTS (7)	
ED		1014362	PORTABLE SUCTION (1)	MOVED TO
ED		101-4365/101-4359/101-4343/101-4331	EKG MODULES (4)	
ED		1014385	SCALE - MANUAL (1)	
ED		112045	SCALE - ELECTRONIC (1)	MOVED TO
ED		1120597/1029459	AUTO BP (2)	
ED		112-1402/102-0935/101-4383	O2 MODULES (3)	
ED		38158	SAMSUNG BED TRACKER SCREEN	
ED		38159	SITELITE	
ED		38164/38163/38162/38161/38160	TOWERS (5)	

Department	Department2	Asset ID	Description	Tag Number
ED		38350	BLACK RAY UVL-22	IN INDUSTRIAL EXAM ROOM
ED		418-12860/101-4346/101-4309/112-0960/101-4374/112-0934/112-1131/101-4357/112-0858/112-0846	MONITORS HP VIRIDIA 24C (10)	
ED		418-13276/112-0952	HP OMNICARE CMS24 (2)	
ED		418-14616/00B2-01098/00B2-01345	HAUSTED GURNEY HORIZON (3)	
ED		418-15694/418-13679	AREO DESIGN GURNEYS (2)	
ED		418-15875/418-16038/418-16039/418-16239/418-17116/00B2-00070	STRYKER GURNEYS (6)	
ED		418-16290/00B2-02486	STRYKER TOTAL LIFT TRANSFER (2)	
ED		DMC1549/DMC1550/DMC1551/38175	STRYKER BIG WHEEL GURNEYS (4)	
ED URGENT CARE				
ED URGENT CARE			BP MACHINES (5)	
ED URGENT CARE			BP MODULE (1)	
ED URGENT CARE			EKG MODULES (5)	
ED URGENT CARE			O2 MODULES (1)	
ED URGENT CARE			US (1)	MOVE TO US
ED URGENT CARE		00B2-00075/00B2-01092	GURNEYS (2)	
ED URGENT CARE		00B2-02739	X RAY VIEWER (1)	
ED URGENT CARE		1014276	TELE ADV BED	
ED URGENT CARE		1014308/10120933	PHILLIPS DEFIBS XL (2)	MOVE TO SDS
ED URGENT CARE		1014315	PHILLIPS MRX (1)	
ED URGENT CARE		1014352	BEAR HUGGER (1)	MOVE TO OR
ED URGENT CARE		1014368	BABY INCUBATOR (1)	
ED URGENT CARE		1014386/1014388/1014391/1014393	OVERHEAD LIGHTS (4)	
ED URGENT CARE		1014387	SCALE (1)	

Department	Department2	Asset ID	Description	Tag Number
ED URGENT CARE		1014389	HP MONITOR (1)	
ED URGENT CARE		1014390	TELE PAK (1)	
ED URGENT CARE		1020958/38356	BABY SCALES (2)	
ED URGENT CARE		1029300	EZ-1 G3 (1)	
ED URGENT CARE		110053	TONO-PEN G3 (1)	
ED URGENT CARE		1120438	TEMP MODULE (1)	
ED URGENT CARE		1120552	RANGER WARMING (1)	
ED URGENT CARE		1120575/1120576	EKG MACHINES (2)	
ED URGENT CARE		1120646	EPIC 2 STRYKER BED	
ED URGENT CARE		1120931	BLADDER SCANNER (1)	
ED URGENT CARE		2797/2801	HEPA FILTERS (2)	
ED URGENT CARE		38351	RING CUTTER (1)	
ED URGENT CARE		38357/00B2-00547	EAR SPECULUMS (2)	
ED URGENT CARE		418-14147	EYE BURR (2)	
ED URGENT CARE		418-14147	RECLINER (1)	
GI ROOM 1		38143	TOWER	TOTAL IN GI
GI ROOM 1		41812027	OVERHEAD LIGHT	
LAB	750000 - CLINICAL LAB			xxx 1121241
LAB	750000 - CLINICAL LAB		ACT II MONITOR	xxx 1121389
LAB	750000 - CLINICAL LAB		COAGULATION ANALYZER STAGO Compact	xxx 1121225
LAB	750000 - CLINICAL LAB		STAGO COMPACT TABLE	N/A
LAB	750000 - CLINICAL LAB	10035	FLUORESCENCE MICROSCOPE	607 1121254 with viewer
LAB	750000 - CLINICAL LAB	10056	COAGULATION ANALYZER	120 1121225
LAB	750000 - CLINICAL LAB	10070	MICROBIOLOGY STAINER	493 1121263
LAB	750000 - CLINICAL LAB	10072	HEMATOLOGY STAINER	492 1121229
LAB	750000 - CLINICAL LAB	10075	STAGO COMPACT TABLE	N/A
LAB	750000 - CLINICAL LAB	10109	LABORATORY REFRIGERATOR 40CU	609 1121235
LAB	750000 - CLINICAL LAB	10114	BLOOD GAS ANALYZER	615 1121241
LAB	750000 - CLINICAL LAB	10124	PHASE II PRINTER REPLACEMENT	618
LAB	750000 - CLINICAL LAB	10211	CHEMISTRY ANALYZER Rxl	666 1121243
LAB	750000 - CLINICAL LAB	10212	CHEMISTRY ANALYZER Xpand	667 1121244
LAB	750000 - CLINICAL LAB	10213	CHEMISTRY ANALYZER	668
LAB	750000 - CLINICAL LAB	10216	COAGULATION ANALYZER STAGO Compact	684 1121226
LAB	750000 - CLINICAL LAB	10260	REFRIGERATOR Sanyo	651 1121235
LAB	750000 - CLINICAL LAB	10262	VALIDATION KIT	622
LAB	750000 - CLINICAL LAB	10418	ANALYZER MICROBIOLOGY- VITEK 2	
LAB	750000 - CLINICAL LAB	10435	HEMATOLOGY ANALYZER	704 1121221
LAB	750000 - CLINICAL LAB	10436	BLOOD GAS ANALYZER	707 1121242
LAB	750000 - CLINICAL LAB	10609	SORVALL T1 CENTRIFUGE ST16	817 1121262

Department	Department2	Asset ID	Description	Tag Number
LAB	750000 - CLINICAL LAB	10877	MICROSCOPE	917 1121220 + 1121219
LAB	750000 - CLINICAL LAB	10945	STAINLESS STEEL CABINERY	942
LAB	750000 - CLINICAL LAB	10953	CHEMISTRY REFRIGERATOR	952 1121233
LAB	750000 - CLINICAL LAB	10998	STERILGARD III BIOLOGICAL SAFETY CABINET	960 1121252
LAB	750000 - CLINICAL LAB	11000	OSMOMETER, FREEZING POINT, EA	961 1121240
LAB	750000 - CLINICAL LAB	11017	PIPETTE CALIBRATOR Artel	N/A
LAB	750000 - CLINICAL LAB	11191	LAB CABINET - SUPPLEMENTAL	1111
LAB	750000 - CLINICAL LAB	11285	RAIS SYSTEM	1109
LAB	750000 - CLINICAL LAB	1130	EXIT DOOR AND RAMP	N/A
LAB	750000 - CLINICAL LAB	11707	Coag ANALYZER (Not working)	1292
LAB	750000 - CLINICAL LAB	12116	REFRIGERATOR 38 CU FT SLIDING DOOR	1440
LAB	750000 - CLINICAL LAB	12128	STAGO ANALYZER (HORIZON LAB INSTRUMENT)	1292
LAB	750000 - CLINICAL LAB	12132	MOBILE LAB TABLES MATERIALS	N/A
LAB	750000 - CLINICAL LAB	12506	CENTRIFUGE	
LAB	750000 - CLINICAL LAB	1417	MICROBIOLOGY LAB REMODEL	N/A
LAB	750000 - CLINICAL LAB	200047	EPPENDORF CENTRIFUGES W/ ADA	
LAB	750000 - CLINICAL LAB	200078	ZEBRA Z24MPLUS PRINTER	619
LAB	750000 - CLINICAL LAB	2573	CART MEDICATION	
LAB	750000 - CLINICAL LAB	2597	CENTRIFUGE	
LAB	750000 - CLINICAL LAB	2617	STAINER SLIDE	
LAB	750000 - CLINICAL LAB	2619	SEROFUGE	
LAB	750000 - CLINICAL LAB	2620	INJECTOR ANGIO (Respiratory or Imaging?)	
LAB	750000 - CLINICAL LAB	2621	PROTECTOR WORK SURFACE	
LAB	750000 - CLINICAL LAB	2622	FLOOR LAMP (Not something we use in the Lab)	
LAB	750000 - CLINICAL LAB	2623	FURNITURE	
LAB	750000 - CLINICAL LAB	2624	STEEL BENCH	
LAB	750000 - CLINICAL LAB	2632	MICROSCOPE LABORATORY	xxx 1121214
LAB	750000 - CLINICAL LAB	2633	FREEZER - SPECIMEN	

Department	Department2	Asset ID	Description	Tag Number
LAB	750000 - CLINICAL LAB	4555	COMPUTER COMPAQ DESKPRO	
LAB	750000 - CLINICAL LAB	4557	COMPUTER PERSONAL DESKTOP	
LAB	750000 - CLINICAL LAB	4559	COMPUTER- P5MMX200/GN+/L BASE	
LAB	750000 - CLINICAL LAB	4560	COMPUTER- P5MMX200/GN+/L BASE	
LAB	750000 - CLINICAL LAB	4563	MICROSCOPE LABORATORY	xxx 1121278
LAB	750000 - CLINICAL LAB	4566	SCALE PORTABLE	
LAB	750000 - CLINICAL LAB	4567	PRINTER	
LAB	750000 - CLINICAL LAB	4590	ACT II MONITOR	xxx 1121279
LAB	750000 - CLINICAL LAB	4596	WORKSTATION	N/A
LAB	750000 - CLINICAL LAB	4605	BLOOD CULTURE ANALYZER	N/A
LAB	750000 - CLINICAL LAB	4606	CONTROL MODULE BT3D BOOTH	N/A
LAB	750000 - CLINICAL LAB	4625	PLETHYSMOGRAPH (Respiratory?)	N/A
LAB	750000 - CLINICAL LAB	6445	MICROSCOPE W/PLAIN ACHROMAT NI	
LAB	750000 - CLINICAL LAB	6471	CENTRIFUGE FISHER ACCUSPIN	
LAB	750000 - CLINICAL LAB	6479	CENTRIFUGE FISHER ACCUSPIN 400	
LAB	750000 - CLINICAL LAB	6663	URINE ANALYZER 1800	xxx 1121230
LAB	750000 - CLINICAL LAB	6688	CENTRIFUGE FISHER ACCUSPIN 400	xxx 1121261
LAB	750000 - CLINICAL LAB	6692	COAGULATION ANALYZER R0605085	N/A
LAB	750000 - CLINICAL LAB	6728	FILTERED WATER SYSTEM	355
LAB	750111 - TC CLINICAL LAB		CL2 BENCHTOP CENTRIFUGE	1918 1029137
LAB	750111 - TC CLINICAL LAB	12462	REFRIGERATOR/FREEZER	N/A
LAB	750111 - TC CLINICAL LAB	12463	CL2 BENCHTOP CENTRIFUGE	1919 1121277
LAB	750111 - TC CLINICAL LAB	12471	PHLEBOTOMY CHAIRS AND BLOOD DRAWIN	N/A
LAB	752000 - PATH		CYTOSPIN 3	xxx 1121213
LAB	752000 - PATH		FORMA SCIENTIFIC INCUBATOR	xxx 1121275
LAB	752000 - PATH		LAB LINE CO2 INCUBATOR	xxx 1121276
LAB	752000 - PATH		MICRO REFRIGERATOR	xxx 1121263
LAB	752000 - PATH		NIKON MICROSCOPE	xxx 1121266
LAB	752000 - PATH	10434	LEICA CM 1850 CRYOSTAT	709 1121217
LAB	752000 - PATH	1418	PATH LAB REMODEL	
LAB	752000 - PATH	2638	REFRIGERATOR MORGUE 4 DOOR	

Department	Department2	Asset ID	Description	Tag Number
LAB	752000 - PATH	2641	CRYOSTAT	xxx 1121216
LAB	752000 - PATH	2651	REFRIGERATOR CADAVER WALK IN	N/A
LAB	752000 - PATH	4620	COMPUTER	N/A
LAB	752000 - PATH	4621	CARPETING	N/A
LAB	752000 - PATH	4622	GROSSING WORKSTATION	38034 1121218
LAB	754000 - BLOOD BANK		COUNTERS	
LAB	754000 - BLOOD BANK		HELMER BB REFRIG	xxx 1121239
LAB	754000 - BLOOD BANK		LEITZ MICROSCOPE	xxx 1121267
LAB	754000 - BLOOD BANK		THERMO BB REFRIG	xxx 1121238
LAB	754000 - BLOOD BANK	10055	CELL WASHER	290
LAB	754000 - BLOOD BANK	10878	QUICKTHAW PLASMA TOWER	918 1121250
LAB	754000 - BLOOD BANK	11436	HORIZON BLOOD BANK INSTRUMENT SOFTWARE	N/A
LAB	754000 - BLOOD BANK	11693	REFRIGERATOR, JEWETT 29.2 CF BB 115	1358
LAB	754000 - BLOOD BANK	200052	BLOOD BANK REFRIGERATOR	
LAB	754000 - BLOOD BANK	2629	REFRIGERATOR BLOOD BANK	
LAB	754000 - BLOOD BANK	4591	PLASMA FREEZER	1966 1029460
MICU			BRONCH CART	
MICU			CHAIRS-WAITING ROOM (7)	
MICU			FILE CABINET	
MICU			IV POLES (27)	
MICU			MED CARTS (16)	
MICU			OPHTHASCOPE	
MICU			TV MONITOR/CAMERA FOR ISOLATION	
MICU		1029151/112098 6/1014512/11209 96/1121004/1014 499/1120702/102 9140/1120878/10 14331/1014548/1 120647/1120636/ 1014540/112065 8/1120667	HP MONITORS (16)	
MICU		1029268	HOYER LIFT MAXI MOVE	
MICU		1029555/102955 6	PRISMAFLEX (2)	
MICU		1120574	EKG MAC 5000	
MICU		1120677	OLYMPUS EXERALL CV-180	
MICU		1120682	BAIR HUGGER	
MICU		1120687	HP PORTABLE M1275A	
MICU		1120688	PHILLIPS MP30	

Department	Department2	Asset ID	Description	Tag Number
MICU		1121490	OLYMPUS CVL U40	
MICU		12108729	AIR PUMP TECH	
MICU		1630	MEDTRONIC PACER	
MICU		38106-38121	TOTAL CARE HILL ROM BED (15)	
Miscellaneous	ADMIN		KRONOS CLOCKS (20)	
Miscellaneous	ADMIN		PHONES	
Miscellaneous	CAGE		MEDICAL SUPPLIES	
Miscellaneous	CAGE		TV'S	
Miscellaneous	NURSING		BED ALARMS	
Miscellaneous	NURSING		BEDS	
Miscellaneous	NURSING		HILL ROM ADVANCE WITH SCALE (1)	
Miscellaneous	NURSING		NURSE CALL SYSTEM FISHCER BERKELEY MMC SERIES(189)	ANNOUNCIAT ORS/CALL BOTTOMS/TV CONTROLS/NU FF0011559
Miscellaneous	NURSING		SWITCH VIEW 4 PORT	
Miscellaneous	NURSING		TELE PIC 1	
Miscellaneous	NURSING		TELE PIC 2	
Miscellaneous	NURSING		TELE PIC 3	
Miscellaneous	NURSING		TELE PIC 4	
Miscellaneous	NURSING		TELEMETRY SYSTEM COMPUTER HPRP5700	
Miscellaneous	NURSING	00B2-00589/00B2- 00588	PHILLIPS TAPE STRIPS RECEIVER (2)	
Miscellaneous	NURSING	00B2-00593/00B2- 00592	COMPUTER HP 57001P	
Miscellaneous	NURSING	00B2-00908	MONITOR HP	
Miscellaneous	NURSING	00B2-00913	TAPE	
Miscellaneous	NURSING	00B2-00914	TAPE	
Miscellaneous	NURSING	00B2-00915	TAPE	
Miscellaneous	NURSING	00B2-00916	TAPE	
Miscellaneous	NURSING	00B2-00917	COMPUTER HPRP	
Miscellaneous	NURSING	00B2-00918	COMPUTER	
Miscellaneous	NURSING	00B2-00919	COMPUTER	
Miscellaneous	NURSING	00B2-00920	COMPUTER	
Miscellaneous	NURSING	00B2-05128	MONITOR	
Miscellaneous	NURSING	1	HILL ROM 852 (1)	
Miscellaneous	NURSING	1029446-00754	MONITOR (2)	
Miscellaneous	NURSING	1120499	MONITOR HP	
Miscellaneous	NURSING	1120500	MONITOR	
Miscellaneous	NURSING	1121499/00B2- 00587	MONITORS DELL PLANAR	
Miscellaneous	NURSING	172311143-00754	PIC 1	
Miscellaneous	NURSING	2	HILL ROM WITH SCALE ADVANCE (1)	

Department	Department2	Asset ID	Description	Tag Number
Miscellaneous	NURSING	2A	HILL ROM W/O SCALE ADVANCE (1)	
Miscellaneous	NURSING	3	STRYKER SECURE W/O SCALE (1)	
Miscellaneous	NURSING	3A	STRYKER WITH SCALE	
Miscellaneous	NURSING	4	TOTAL CARE HILL ROM	
Miscellaneous	NURSING	610-611	STRYKER SECURE W/O SCALE (19)	
Miscellaneous	NURSING	612, 615, 616	STRYKER EPIC II (22)	
Miscellaneous	NURSING	614	STRYKER APEX CC (4)	
Miscellaneous	NURSING	BED SHOP	WHEEL CHAIRS OF KANSAS BARIATRIC (1)	
Miscellaneous	NURSING	MICU	HILL ROM TOTAL CARE SPORT 2 (15) BARIATRIC (1)	
Miscellaneous	NURSING	MR820TR	TELE PIC DOUBLE TAPE CENTRE COM 10 BASE NET.PORTS	
Miscellaneous	NURSING	RM 601		
Miscellaneous	NURSING	RM 602	HILLROM 852 (18)	
Miscellaneous	NURSING	RM 603-604	HILL ROM ADVANCE W/O SCALE (24)	
Miscellaneous	NURSING	RM 605-607	HILL ROM ADVANCE WITH SCALE (19)	
Miscellaneous	NURSING	RM 608	HILL ROM TOTAL CARE (12)	
NUC MED			CABINET WITH SCOPES	
NUC MED			EKG MODULE (6)	
NUC MED			PHELOBOTOMY CHAIR	
NUC MED			SQUIP CRC-6A RADIOISOTOPE CALIBRATOR (1)	
NUC MED		0032-01641	DOSE CALIBRATOR (1)	
NUC MED		0032-01643	GEIGER COUNTER (1)	
NUC MED		00B201636	ADAC KEYPAD (1)	
NUC MED		00B201636	NUC MED MACHINE	
NUC MED		00B201636	VIEW SONIC (1)	
NUC MED		00B2-02854	CAPINTEC	
NUC MED		1119639	ULTRASOUND	
NUC MED		1120580	HP MONITOR M1275A (1)	
NUC MED		1120583	TREADMILL (1)	
NUC MED		1120584	MACVU (1)	
NUC MED		1120585	CASE 8000 EXERCISE TESTING SYSTEM (1)	
NUC MED		1120589/1120588	EKG-MAC 5500 (2)	
NUC MED		1125719	PORTABLE SUCTION (1)	
NUC MED		41810366	EXERCISE BIKE MACHINE (1)	
PHARMACY			FILL CARTS (2)	

Department	Department2	Asset ID	Description	Tag Number
PHARMACY			TORSION SCALE	
PHARMACY			VARIOUS CARTS/BINS/CABINETS	
PHARMACY		1121036	KELVINATOR FREEZER	
PHARMACY		1121039	SCOUT II SCALE	
PHARMACY		1121041	DIAL GRADUATED .2 GRAIN DIV	
PHARMACY		1121042	TORSION BALANCE	
PHARMACY		1121051	THERMO SCIENTIFIC	
PHARMACY		38035	PURE AIRE	
PHARMACY		38036	LABGUARD LAMINAR FLOR CABINET	
PHARMACY		41810241	SCALE	
PHARMACY		41815070	FLAMMABLE LIQUID STORAGE CABINET	
RADIOLOGY			APRONS & BAGS (WEIGHTS)	
RADIOLOGY			ARM & COMPUTER	418-
RADIOLOGY			CABLES	
RADIOLOGY			ECHO MACHINES (2)	
RADIOLOGY			FILM READER (2)	
RADIOLOGY			FLOW METERS	MOVE TO RT
RADIOLOGY			INC CART	PHILLIPS SCANNER
RADIOLOGY			PERMANENT X RAY MACHINES (4)	4831010/0004 58 RM 2
RADIOLOGY			PHLEBOTOMY CHAIR (DOUBLE)	
RADIOLOGY			SCRUB SINK (1)	
RADIOLOGY			SUCTION GAUGES	MOVE WITH ALL OTHERS
RADIOLOGY			THERMASONICS (3)	
RADIOLOGY			WANDS FOR US	
RADIOLOGY			X RAY PANELS	
RADIOLOGY			X RAY VIEWER	
RADIOLOGY			X RAY VIEWER (1)	RADIOLOGIST
RADIOLOGY		1	PROCEDURE TABLE (1)	
RADIOLOGY		1029503	NANOSONIC	
RADIOLOGY		1119657	HP MONITOR IN HALL	
RADIOLOGY		1119667	HP MONITOR	
RADIOLOGY		1119680	MAMMOTONE	
RADIOLOGY		1119680	MAMMOTONE SMART VAC IN US	
RADIOLOGY		2	OVERHEAD LIGHT (1)	00B2-01660
RADIOLOGY		35766	INJECTOR & CONTROLLER (1) MED RAD	
RADIOLOGY		7	DATASCOPE	102913
RADIOLOGY		890007922	LASER IMAGER 8900	
RADIOLOGY	1120930/SIEMENT/111962 6		ULTRASOUND MACHINES (3)+ 7 CABLES	MOVE WITH OTHERS IN US

Department	Department2	Asset ID	Description	Tag Number
RADIOLOGY	2 PORTABLE- 1119676/1119664	1119670	PHILLIPS OPTIMUS	
RADIOLOGY	DIRECT VIEW CR 975	1119674	DRY VIEW FILM PRINTER (2)	
RADIOLOGY	IN US 1924	1	NANOSONICS	OOB2-02953
RADIOLOGY	IR			
RADIOLOGY	RADIOLOGY CENTER			
RADIOLOGY	ROOM 5			
RADIOLOGY	ROOM 6			
RADIOLOGY	ULTRASOUND			
RESPIRATORY THERAPY			BLANKET WARMER	
RESPIRATORY THERAPY			FLOW METER	
RESPIRATORY THERAPY			O2 FLOWMETERS	
RESPIRATORY THERAPY			SCALE (1)	MOVE WILL
RESPIRATORY THERAPY			SUCTION GAUGES & CANISTERS ON WALLS	
RESPIRATORY THERAPY			WALKERS	MOVE WITH
RESPIRATORY THERAPY		38139/38140/381 41/38142	MED GAS TOWERS (4)	



2nd floor office Inventory

Desk 47  
Chairs 32  
File Cabinets 66  
Guest Chairs 9  
Credenza 1  
Tables 4  
Shelfs 15

Doctors Conference room

Tables  
Chairs  
MICU  
Desk  
Chairs  
File Cabinets  
Guest Chairs

1  
9  
  
1  
3  
1  
1

ER Department

Desk  
Chairs  
File Cabinets  
Guest Chairs

6  
3  
6  
4

**WEST CONTRA COSTA HEALTHCARE DISTRICT  
DOCTORS MEDICAL CENTER  
GOVERNING BODY  
BOARD OF DIRECTORS  
CONTRACT RECOMMENDATION FORM**

**TO: GOVERNING BODY  
BOARD OF DIRECTORS**

**FROM: Kathy White, Interim CEO**

**DATE: December 9th, 2015**

**SUBJECT: Centurion Contract**

**REQUEST / RECOMMENDATION(S):** Recommend to the District Board to approve and authorize the Chief Executive Officer to execute on behalf of DMC, approval of the Centurion contract for the sale and removal of all of DMC equipment

**FISCAL IMPACT: \$725,000.00**

**STRATEGIC IMPACT: Improves ability to pay liabilities**

**REQUEST / RECOMMENDATION REASON, BACKGROUND AND JUSTIFICATION:** All 6 proposals were reviewed and placed into a document with the following criteria: highest revenue to DMC, lowest cost to DMC, vendor leaves facility clean, "broom swept" and removal of items not sold and prompt liquidation. Centurion met all 4 criteria generating the highest revenue and no cost to DMC. References were provided and they are a part of VHA as well.

Presentation Attachments: Yes  No

Requesting Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

---

SIGNATURE(S):

Action of Board on \_\_\_/\_\_\_/\_\_\_ Approved as Recommended \_\_\_\_\_ Other \_\_\_\_\_

Vote of Board Members:

\_\_\_ Unanimous (Absent \_\_\_)  
Ayes: \_\_\_ Noes: \_\_\_  
Absent: \_\_\_ Abstain: \_\_\_

I HEREBY ATTEST THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD ON THE DATE SHOWN.

Contact Person:

Attested by: \_\_\_\_\_  
Eric Zell, Chair, Governing Body  
Board of Directors

Cc:  
Accounts Payable  
Contractor  
Requestor