



EL CENTRO REGIONAL MEDICAL CENTER
BOARD OF TRUSTEES –SPECIAL MEETING

MONDAY, October 12, 2026
6:00 PM

MOB CONFERENCE ROOM 1&2
1271 ROSS AVENUE, EL CENTRO, CA
&

TELECONFERENCE LOCATION *NOTE: Pursuant to Government Code Section 54953(b) Trustee Patty Maysent- CEO, UCSD Health will be attending the Regular Meeting via teleconference from:*

JACOBS MEDICAL CENTER, Suite 1-620
9300 CAMPUS POINT DR.
SAN DIEGO, CA 92037

ACTING-PRESIDENT: Sylvia Marroquin

MEMBERS: Sonia Carter; Claudia Camarena; Marty Ellett; Michael Crankshaw; Patty Maysent-CEO, UCSD Health; Christian Tomaszewski-M.D.-CMO, UCSD; Pablo Velez-CEO ECRMC

CLERK: Belen Gonzalez

ATTORNEY: Douglas Habig, ECRMC Attorney

This is a public meeting. If you are attending in person, and there is an item on the agenda on which you wish to be heard, please come forward to the microphone. Address yourself to the president. You may be asked to complete a speaker slip; while persons wishing to address the Board are not required to identify themselves (Gov't. Code § 54953.3), this information assists the Board by ensuring that all persons wishing to address the Board are recognized and it assists the Board Executive Secretary in preparing the Board meeting minutes. The president reserves the right to place a time limit on each person asking to be heard. If you wish to address the board concerning any other matter within the board's jurisdiction, you may do so during the public comment portion of the agenda.

BOARD MEMBERS, STAFF AND THE PUBLIC MAY ATTEND VIA ZOOM.

To participate and make a public comment in person, via Zoom or telephone, please raise your hand, speak up and introduce yourself.

Join Zoom Meeting: <https://ecrmc.zoom.us/j/85640362955?pwd=OHNa1qwf8B6KZ3a8uAbdL1GyRGQZp5.1>

Optional dial-in number: (669) 444-9171

Meeting ID: 856 4036 2955 **Passcode** 299099

Public comments via zoom are subject to the same time limits as those in person.

OPEN SESSION AGENDA

ROLL CALL:

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENTS: Any member of the public wishing to address the Board concerning matters within its jurisdiction may do so at this time. Three minutes is allowed per speaker with a cumulative total of 15 minutes per group, which time may be extended by the President. Additional information regarding the format for public comments may be provided at the meeting.

BOARD MEMBER COMMENTS

NEW BUSINESS

1. Review and Approval of Termination to the Joint Powers and Affiliation Agreement by and among the El Centro Regional Medical Center, the City of El Centro, and the Regents of the University of California on behalf of UC San Diego Health—**Action**

RECESS TO CLOSED SESSION – BOARD PRESIDENT

A. TRADE SECRETS. The Hospital Board will recess to closed session pursuant to Govt. Code Section 37606(b) for the purpose of discussion and/or deliberation of reports involving hospital trade secret(s) as defined in subdivision (d) of Section 3426.1 of the Civil Code and which is necessary, and would, if prematurely disclosed create a substantial probability of depriving the hospital of a substantial economic benefit:

<u>Discussion of:</u>	<u>Number of Items:</u>
<u>X</u> hospital service;	<u>1</u>
<u>X</u> program;	<u>1</u>
<u>X</u> hospital facility	<u>1</u>

RECONVENE TO OPEN SESSION – BOARD PRESIDENT

ANNOUNCEMENT OF CLOSED SESSION ACTIONS, IF ANY – GENERAL COUNSEL

ADJOURNMENT: Adjourn. (Time:) Subject to additions, deletions, or changes.

TO: HOSPITAL BOARD MEMBERS
FROM: Douglas Habig, Legal Counsel
DATE: October 12, 2026
MEETING: Board of Trustees
SUBJECT: Joint Powers Agreement Termination



BUDGET IMPACT:

- A. Does the action impact/affect financial resources? ___ Yes X No
B. If yes, what is the impact amount:

BACKGROUND: The transfer of assets and liabilities contemplated by the Asset Transfer Agreement ("ATA") of El Centro Regional Medical Center ("ECRMC") to Imperial Valley Healthcare District ("IVHD") is scheduled to close on October 15, 2026. As a condition of closing, the Joint Powers Agreement ("JPA") dated May 7, 2024 between University of California, San Diego Health ("UCSD"), the City of El Centro (the "City") and ECRMC is required to be terminated. To that end, a final draft JPA Termination Agreement has been submitted to all parties for review and approval, which is attached.

DISCUSSION:

The only outstanding issue as of this writing is release language as provided for in Section 6.9 of the ATA, which provides that the JPA between UCSD and the City and ECRMC "shall have been terminated and Sellers shall have been released from any obligations thereunder." However, UCSD was not a party to the ATA and, therefore, this condition is not binding on them. Therefore, ECRMC has proposed incorporating the Survival Rights Upon Termination provision set forth in Section 6.3 of the JPA that provides that the indemnification requirements under the JPA in which the City and UCSD are respectively to be indemnified by ECRMC be incorporated into the JPA Termination Agreement in order to satisfy the condition of Section 6.9 of the ATA. Counsel recommends that the Board authorize Pablo Velez, the ECRMC CEO, to sign the final JPA Termination Agreement on behalf of ECRMC upon the agreement of the respective counsel of ECRMC, the City and UCSD to the appropriate release language.

RECOMMENDATION: Approve and Authorize the CEO to execute the JPA Termination Agreement on behalf of ECRMC upon approval of all counsel

ATTACHMENT(S):

- JPA Termination Agreement (Final Draft)

Approved for agenda, Chief Executive Officer

Date and Signature: Pablo Velez

JPA TERMINATION AGREEMENT (DRAFT)

This JPA Termination Agreement ("Agreement") is entered into effective October 15, 2026, between the CITY OF EL CENTRO ("CITY"), a municipal corporation and charter city, duly organized under laws and Constitution of the State of California, EL CENTRO REGIONAL MEDICAL CENTER, a separate public agency and enterprise operation of the CITY, organized and operated as a municipal hospital under the provisions of Title 4, Division 3, Part 2, Chapter 5, Article 8, Government Code §37650, *et. seq.* ("ECRMC"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("The Regents") on behalf of UC SAN DIEGO HEALTH, a corporation described in Article IX, Section 9 of the Constitution of the State of California ("UCSD"). ECRMC, City and UCSD are hereinafter sometimes referred to collectively as the "Parties," and individually, as a "Party."

RECITALS

WHEREAS, the CITY, ECRMC and UCSD entered into a Joint Powers Agreement ("ECRMC JPA") effective May 7, 2024 ("JPA Agreement") for the management and oversight of ECRMC by UCSD, subject to the authority of the established Board of Trustees of ECRMC; and

WHEREAS, pursuant to AB 918, Health & Safety Code §32499.5, *et. seq.*, including specifically Health & Safety Code §32499.6(c)(4), the CITY and ECRMC entered into negotiations with Imperial Valley Healthcare District ("IVHD"), a newly created healthcare district established by AB 918 to consolidate hospital services within Imperial County, California; and

WHEREAS, the CITY, ECRMC and IVHD entered into an Asset Transfer Agreement effective August 1, 2025 setting forth the terms and conditions under which all assets and liabilities of ECRMC would be acquired by IVHD; and

WHEREAS, IVHD and UCSD have entered into a Joint Powers Agreement (IVHD JPA") for the purpose of UCSD managing and overseeing the operations of all IVHD facilities, including the ECRMC assets upon IVHD acquiring all such assets; and

WHEREAS, the CITY, ECRMC and IVHD have established October 15, 2026 as the closing date for such transaction, which will necessarily end the purpose of the ECRMC JPA between the Parties and which will be superseded by the IVHD JPA; and

WHEREAS, the CITY, ECRMC and UCSD propose hereby to terminate the ECRMC JPA effective upon the designated closing date of the transaction.

NOW, THEREFORE, the CITY, ECRMC and UCSD hereby agree as follows:

1. The CITY, ECRMC and UCSD hereby terminate the ECRMC JPA effective October 15, 2026. Upon termination of the ECRMC JPA under this Agreement, all rights and obligations under the ECRMC JPA shall be of no further force and effect, except as set forth in Article

XIII, Article XV, Article XVI, Section 6.3, Section 6.4 and Section 6.5 of the ECRMC JPA (hereafter "Survival Rights After Termination"), as provided in Section 6.3 of that agreement. Subject to the foregoing, ECRMC releases the CITY and UCSD from any obligations pursuant to the ECRMC JPA.

2. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute on and the same instrument. The signature page of any counterpart may be removed there from and attached to any other counterpart to evidence execution therefor by all of the parties hereto without affecting the validity thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF EL CENTRO

Date: _____

By: _____
Mayor of the CITY OF EL CENTRO

EL CENTRO REGIONAL MEDICAL CENTER

Date: _____

By: _____
Pablo Velez, Chief Executive Officer

**REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ACTING THROUGH AND FOR UC SAN DIEGO HEALTH**

Date: _____

By: _____
Patty Maysent, Chief Executive Officer