



CAMBRIA COMMUNITY HEALTHCARE DISTRICT SPECIAL BOARD MEETING ANNOUNCEMENT

May 10, 2021 at 9:00 am (PDT)

A special meeting of the Cambria Community Healthcare District Board of Directors will be held online:

Time: May 10, 2021 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting:

<https://us02web.zoom.us/j/86016719920>

Meeting ID: 860 1671 9920

One tap mobile

+16699006833,,86016719920# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

Meeting ID: 860 1671 9920

Find your local number: <https://us02web.zoom.us/u/keJLbCO9sy>

Public comment is invited on any item.

The Cambria Community Healthcare District monthly agenda and minutes are available at www.cambria-healthcare.org. Any changes or additions to the agenda will be posted at the District Office and on the District website.

Members of the public wishing to address the Board on matters other than scheduled items may do so when recognized by the President. Presentations are limited to a maximum of three minutes per person.

Note that while board members may not engage in dialog with the public during the board meeting, individual members may choose to incorporate an answer to a question posed by the public during their discussion of an agenda item.

AGENDA

A) OPENING

- 1) Call to order
- 2) Pledge of Allegiance
- 3) Establishment of a quorum

B) PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Members of the public who wish to address the Board on matters other than scheduled items may do so when recognized by the President. Presentations are limited to a maximum of three minutes per person.

C) REGULAR BUSINESS

- 1) CHC Lease Amendment 2 Counter Offer

Pursuant to Government Code §54956.8: Conference with Real Property Negotiators. Property: 2515 Main Street. District Negotiators: President of Board, Administrator, and Legal Counsel; Negotiating Parties: Cambria Community Healthcare District and CHC. Under negotiation: Terms of Lease and related issues.

D) DECLARATION OF FUTURE AGENDA ITEMS

E) ADJOURNMENT

The next regular meeting of the Board of Directors of the Cambria Community Healthcare District will be held on May 19th at 9:00 a.m. – online.

CAMBRIA COMMUNITY HEALTHCARE DISTRICT

TO: Board of Directors Agenda No. C.1

FROM: Michael McDonough, Administrator

BOARD MEETING DATE: May 10, 2021

AGENDA DESCRIPTION: CHC Lease Amendment 2 Counter Offer

RECOMMENDATION(S): Administrator recommends the Board consider accepting a counter-offer for an amendment to the original lease with CHC, of 2515 Main Street, Suites B&C.

FISCAL IMPACT: An increase in rent to \$4,824.00 per month, for a total of \$38,592 for the life of the lease. This is an increase of \$500/month or \$4,000 total, compared to the current month-to-month agreement.

DISCUSSION: At a prior Board meeting on May 20th, 2021, the Directors approved an amendment to the original lease with CHC for 2515 Main Street, Suites B&C (Attachment A). This was presented to the CHC Deputy CEO, Sophia Sosa, who has replied and indicated that they expect construction of their new facility to finish around January 2022. The County has yet to approve their permit and once this is done it will take about 5-6 months to complete the project, including licensing. She is requesting the CCHD Board amend the offer to extend the time period to include June 1, 2021 to January 31, 2022 (Attachment B), to accommodate their plans. All other terms remain as previously approved by the Board.

Attachments:

- 1) Attachment A – Lease Amendment 2 – CHC Draft 1.
- 2) Attachment B – Lease Amendment 2 – CHC Draft 2.

BOARD ACTION:

DATE OF VOTE:

UNANIMOUS: ____

FEDOROFF____ RICE____ MILEUR____ MONTALVO____ LOMELI____

Attachment A

**AMENDMENT TO THE LEASE BETWEEN
CAMBRIA COMMUNITY HEALTHCARE DISTRICT AND COMMUNITY HEALTH
CENTERS**

Lease Amendment #2

This Amendment Number Two (“Amendment”) to the Lease, entered into effective September 1, 2018 (the “Lease”), is made on this the ____ day of _____, 2021, by and between the Cambria Community Healthcare District (“LESSOR”) and Community Health Centers (“LESSEE”) (collectively, “parties”), for the real property identified as Cambria Professional Building, Suites B and C, located at 2515 Main Street, Cambria, California (“Premises”).

WHEREAS, LESSOR and LESSEE entered into the original Lease for the Premises, effective September 1, 2018; and

WHEREAS, in or around May 2020, an amendment to the Lease was agreed to in writing by the parties; and

WHEREAS, the Lease provides for a current month-to-month tenancy; and

WHEREAS, LESSOR and LESSEE desire to establish a new term certain with LESSEE through and up to the date of vacancy.

NOW THEREFORE, for valuable consideration acknowledged by the parties, LESSOR and LESSEE agree as follows:

1. Section 2 of the Lease is hereby amended as follows:

2. **TERM**: LESSEE shall maintain a healthcare related business on the premises during the term of this Lease. This Lease shall be for a term commencing the 1st day of June, 2021, and shall terminate on November 30, 2021 (“New Term”). This Lease may be extended by mutual consent of both parties and with written notice to LESSOR by LESSEE no later than 60 days prior to the expiration of the New Term.

2.a. **HOLDING OVER**: If LESSEE retains possession of any part of the Premises after the New Term, Tenant shall become a month-to-month tenant for the entire Premises upon all of the terms of the Lease as might be applicable to such month-to-month tenancy. No acceptance of Rent or other payments by

LESSOR under these holdover provisions shall operate as a waiver of Landlord's right to regain possession or any other of LESSOR's remedies.

2. Section 3 of the Lease is hereby amended as follows:

3. RENTAL PAYMENT: LESSEE agrees to pay the LESSOR as rent the sum of \$4824.00 per month, payable in advance on the 1st day of each month. This amount of rent is calculated for the use of 1608 square feet at \$3.00 per square foot.

3. All other terms and conditions of the Lease will remain in full force and effect.

IN WITNESS WHEREOF, the parties have each caused this Amendment to be executed by its duly authorized representative effective on the day and year set forth below.

Community Health Centers

Sophia Sosa, Deputy CEO

Date: _____

Cambria Community Healthcare District

Michael McDonough, Administrator

Date: _____

Attachment B

DRAFT

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Community Health Centers

Ronald E. Castle, CEO

Date: _____

Cambria Community Healthcare District

Michael McDonough, Administrator

Date: _____