

AMENDMENT TO LEASE AGREEMENT

The following is an amendment to the Medical Clinic Lease (Lease) Agreement 84-22 and Amendment to Agreement No.'s 03-121 and 04-143 and shall have an effective date of April 16, 2019, and is made and executed by and between the County of Sierra (County) and the Western Sierra Medical Clinic, Inc. a California non-profit corporation (Clinic).

The Lease shall be amended as follow:

1. Operating Provision 4: Lease Payment in agreement 84-022 as amended in amendment 03-121 & 04-143 shall have the square footage adjusted from 1,189 sq. ft. to 1,659.50 for purposes of calculating rent. (The additional square feet represent one office 72 sq. ft.; main entry room 203.5 sq. ft.; conference room 195 sq. ft.; total new space 470.5 sq. ft, all situated in the lower, back level of the building adjacent to the dental suite, hereafter "Additional Space.") Only the one office shall be an area to which County, as tenant, shall have exclusive use as Clinic uses the main entry room and conference room for meetings, including monthly meetings attended by Members of its Board of Directors who reside in Sierra County.
2. County agrees to temporarily vacate the Additional Space on a date and time designated by Clinic 24 hours' notice in advance by Clinic.
3. County agrees Clinic may terminate the Additional Space as "Property leased" under the Lease, as amended, upon 120 days written notice by Clinic, after which County shall to vacate the Additional Space in provision 1 and surrender possession of same to Clinic.
4. County acknowledges the Additional Space may not meet the requirements of the Americans with Disabilities Act ("ADA"). Therefore, in addition to the indemnity required under section 20 of the Lease, County shall defend, indemnify and hold harmless Clinic and its management, officers, and directors, against and from any and all claims arising out of County's use and occupation of the Additional Space, including without limitation any claims asserted under the ADA, and further County at its own expense shall perform all acts required of Clinic by order or judgment of a Court respecting claims arising under the ADA. In the event County fails to comply timely and completely with any order or judgment issued by a Court respecting ADA compliance, County shall immediately vacate and surrender the Additional Space to Clinic and perform any acts required by Clinic pursuant to said order/judgment still in effect following County's surrender.
5. County shall not allow parking on the property on which the Additional Space is situated, either by its personnel or the public. All parking on said property is for the exclusive use and enjoyment of Clinic and its employees, patients, and visitors.
6. All other terms and conditions of the Agreement to remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease with the effective date as set forth above.

COUNTY OF SIERRA

“CONTRACTOR”

PAUL ROEN
Chairman, Board of Supervisors

SCOTT MCFARLAND
WSMC, Chief Executive Officer

ATTEST:

APPROVED AS TO FORM

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel