



**MINUTES**  
**BOARD OF DIRECTORS MEETING**  
**Wednesday, September 10, 2025, 6:00 pm**  
**138 S. Brandon Rd., Fallbrook, CA 92028**  
**Administrative Office, 1<sup>st</sup> Floor Community Room**  
*\*All meetings are hybrid unless otherwise noted.*

\*Please contact the Board clerk for language translation services 48 hours in advance of the meeting.  
In accordance with California Government Code Section 54953 teleconferencing was used for this meeting. Members of the public were able to participate by webinar.

**BOARD MEMBERS:**

**Board Chair Jennifer Jeffries, Vice-Chair Sally DeVito, Treasurer Howard Salmon, Secretary Anabel Canseco, Member Cindy Acosta**

- A. **CALL MEETING TO ORDER | ROLL CALL | ESTABLISH A QUORUM | PLEDGE OF ALLEGIANCE**  
Chair Jennifer Jeffries called the meeting to order at 6:02 p.m. and led the Pledge of Allegiance.  
In attendance: Directors Jennifer Jeffries, Sally DeVito, Howard Salmon, Anabel Canseco, Cindy Acosta, General Counsel Aleks Giragosian Staff members: Chief Executive Officer Rachel Mason, Chief Administrative Officer Judith Oswald, Chief Programs Officer Theresa Geracitano, Programs Coordinator Bianca Heyming, Center Liaison Patty Taylor, CPA Susan Woodward, Executive Assistant/Board Clerk Raquel Williams.  
Members of the public: Sandy Mayo, Tom Frew, Roy Mossa
- B. **APPROVAL OF THE AGENDA**  
**Action:** It was moved by Director Salmon, seconded by Director Acosta to approve the agenda as presented.  
**Motion carried (5-0) – unanimous vote**
- C. **PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA | ANNOUNCEMENTS** – Ms. Sandy Mayo from the Newcomers Club of Fallbrook addressed the Board of Directors to thank them for the Community Health & Wellness Center. The group is most appreciative of the meeting space for their organization.
- D. **PRESENTATION – Intro to the Community Health & Wellness Center Presented by Community Health & Wellness Center Team-** CPO Theresa Geracitano opened the presentation with some background on the last fiscal year at the Community Health & Wellness Center and introduced Ms. Patty Taylor. Patty shared her daily meeting preparations and procedures. Programs Coordinator Bianca Heyming shared some of her programming procedures and how we approve and deny meeting space to the public.
- E. **CONSENT ITEMS -**
- E1. **Minutes of August 13, 2025, Facilities Committee Meeting**  
(Staff Recommendation: Approve minutes of August 13, 2025, meeting)

- E2. **Minutes of August 13, 2025, Board of Directors Meeting**  
(Staff Recommendation: Approve minutes of August 13, 2025, meeting)
- E3. **Minutes of August 20, 2025, Government & Public Engagement Committee Meeting**  
(Staff Recommendation: Approve minutes of the August 20, 2025, meeting)
- E4. **Chief Programs Officer Report – Theresa Geracitano**  
(Staff Recommendation: Receive and file report)
- E5. **Chief Administrative Officer Report – Judith Oswald**  
(Staff Recommendation: Receive and file report)
- E6. **Chief Executive Officer Report – Rachel Mason**  
(Staff Recommendation: Receive and file report)

**Action:** It was moved by Director Salmon, seconded by Director Acosta to approve the consent items as presented.

**Motion carried (5-0) – unanimous vote**

**F. DISCUSSION ITEMS-**

- F1. **Consideration of First Amendment to Purchase Agreement between the Fallbrook Regional Health District and Graydon Skeoch, M.D.**  
(Staff Recommendation: Approve First Amendment to Purchase Agreement between FRHD and Graydon Skeoch, M.D.)

CEO Mason opened the discussion by reviewing the 2020 sale of the Urgent Care building that Dr. Skeoch initiated, the district agreed, and the purchase agreement was executed. Fast forward to 2024, it was discovered that there was an error made in lot line where the two properties ended. We approached Dr. Skeoch for the remediation of the lot line and he came back to the District with a list of demands that he would like to have amended within the agreement, after several months of negotiations an agreement was tentatively reached. The few days before the Board meeting Dr. Skeoch and his attorney sent the District a red line version of the agreement with additional changes that were not in the spirit of the proposed agreement. Legal Counsel, Giragosian, pointed out two sections of significant deviation from the proposed agreement. Section 2, Dr Skeoch requests deleting the District's first right of refusal, which allowed the District either purchase or approve of any sale of the property.

Section 6, Regarding Notice, it was drafted so that Dr. Skeoch would receive at least 7 calendar days written notice of any meeting in which an item regarding a proposed contract between the District and an urgent care facility is agendaized. However, Dr Skeoch added "and shall include Skeoch in any meeting in which an urgent care facility contract with District is on the agenda". Legal Counsel Aleks Giragosian asked for clarification. CEO Mason had a lengthy conversation with Dr. Skeoch to clarify what he meant by that statement, to which Dr Skeoch made it abundantly clear that he wishes to be in any conversation/negotiation of any sort that the District may have with any other potential urgent care operator and that he must be part of that conversation with the Board. Legal Counsel Giragosian clarifies that every member of the public has an opportunity to participate as public comment. Legal Counsel Giragosian understood this as Dr. Skeoch is asking to be a part of the decision-making process, essentially a sixth member of the Board for all intents and purposes. While unusual, it is not illegal and is up for consideration by the Board.

Board Chair, Jeffries expressed her dismay that an unelected party should join elected officials in conversations related to future planning of the District. She indicated that, Dr skeoch could provide his position as any member of the public could, while it may not be illegal it sure is inappropriate. Vice- Chair, DeVito, asked what his underlying objective was. CEO, Mason says that Dr. Skeoch has made it clear that he feels that if the District should engage in any conversation with any other urgent care that Dr Skeoch would immediately go bankrupt. Dr. Skeoch wants the District to find some other entity to run his operation and asked if we could introduce him to entities that may want to lease it from him, his goal is to



make sure that his business is protected from competition. Board Chair Jeffries stated that the District is not in business to protect private enterprises' interests, not our job. When asked, Treasurer, Howard Salmon stated his vote as "hell no".

Legal Counsel Giragosian informed the Chair that he can propose some potential options to consider:

Option 1. Accept the terms.

Option 2. Accept the terms the Board finds acceptable and amend section VI to align with the District's original agreement. Legal Counsel also recommended including a 30-day time limit on approval of the agreement.

Option 3. Reject the settlement agreement and keep things the way they are, which means Dr Skeoch would not receive reimbursement of his attorney fees or the difference in property tax payments. There would be a cloud on the title, because it is clear from the record that both parties understand there was a mistake in the legal description that was recorded with the County of San Diego.

Indicating that Dr. Skeoch would not gain a windfall because of a simple mistake made around the legal description of the property line. Instead, what would happen is a cloud on the title, Dr Skeoch would continue paying more property taxes and he would not receive payment for the legal fees that he's already incurred. Dr Skeoch would remain in the same position as the initial terms of the property sale, including the District having the first right of refusal and the other use restrictions on the property.

Chair Jeffries asked about any concerns regarding the issue of deleting the District's right of first refusal. Chair Jeffries asked the Board and Legal Counsel about the value of retaining the right of first refusal and under what conditions in the future would we want that. CEO Mason informed the Board that the District does not need the extra space, and we would just incur more costs in maintaining it. The Board agreed to delete right of first refusal.

Board Chair, Jeffries then referred to section VI. She reiterated that she does not accept Dr. Skeoch to be included in any District business, and that if he does not accept this settlement in 30 days, we will remain status quo. The cloud on title is a non-issue for the District if there are no changes to the parking lot. Dr. Skeoch will lose his attorney's fees, reimbursement of property taxes, and limitations on the property. Legal Counsel Giragosian stated that the limitations are not insubstantial because it runs with the land, meaning if he sells the property, it can only be used for whatever limitation the District set; it limits the value of the land to a potential buyer. Chair Jeffries asks if we are willing to live with the ambiguity of the title, the option we described meets our needs. CEO Mason says the only wrinkle to this is the Admin SiteLogIQ contract for the solar/EV parking structure. Which we would no longer be able to do, and that the project has already been delayed for over a year.

Board Chair Jeffries asked if Dr. Skeoch holds the liability for the parking lot? Legal Counsel Aleks Giragosian says no he does not. Treasurer Salmon asked Legal Counsel Giragosian what the motion would look like? Legal Counsel Giragosian stated it would be to adopt the agreement as amended, except for the edits to section VI and making the motion contingent upon acceptance within 30 days. Vice Chair DeVito asks Legal Counsel Giragosian given his understanding of the issue. Legal Counsel Giragosian replied that it's a political decision not so much legal one. Legal Counsel stated he believes it is unreasonable for anyone to ask a Board to be a part of their decision-making process.

Public comment from Mr. Roy Moosa, who asked for clarification, if this entire deal falls through will the District be able to continue using the parking lot the way you've used it legally with no lawsuits, is that correct? Legal Counsel Giragosian replied that he can't guarantee that no lawsuits would happen because

anyone could sue at any time. But, if Dr. Skeoch were to sue the District, he would lose because the intent of the sale of the property was clear.

**Action:** It was moved by Director Salmon, seconded by Director Acosta to approve the adoption of the amended settlement agreement.

**Motion carried (5-0) – unanimous vote**

**F2. Consideration of CalPERS' Public Employees' Medical and Hospital Care Act Contract Termination Resolutions 472 and 473**

(Staff Recommendation: Adopt Resolutions 472 and 473 Electing Cease To Be Subject To The Public Employees' Medical and Hospital Care Act With Respect To A Recognized Employee Organization)

**Action:** It was moved by Director Acosta, seconded by Director DeVito to approve the adoption of resolutions 472 and 473.

**Motion carried (5-0) – unanimous vote**

**F3. Consideration of September 3, 2025, Finance Committee Meeting Packet and Minutes**

(Staff Recommendation: Approve minutes of September 3, 2025, Finance Meetings)

Treasurer Howard Salmon shared the district financials and noted that the bank accounts went down by \$300,000 being that the income is sporadic based upon property taxes, we had to dip into investment accounts to meet expenses.

**Action:** It was moved by Director Acosta, seconded by Director Canseco to approve September 3, 2025, Finance Committee Meeting Minutes.

**Motion carried (5-0) – unanimous vote**

**F4. Consideration of 2025 Reserve Policy**

(Finance Committee Recommendation: Adoption of 2025 Reserve Policy)

**Action:** It was moved by Director Salmon, seconded by Director Acosta to approve the Reserve Policy.

**Motion carried (5-0) – unanimous vote**

**F5. Consideration of 2025 Reimbursement Disclosure Policy**

(Staff Recommendation: Adoption of 2025 Reimbursement Disclosure Policy)

**Action:** It was moved by Director DeVito, seconded by Director Acosta to approve the Reimbursement Disclosure Policy.

**Motion carried (5-0) – unanimous vote**

**G. BOARD MEMBER COMMENTS & ITEMS FOR SUBSEQUENT MEETINGS –**

Director Cindy Acosta expressed her appreciation to the Board and Staff for their presence at her Grandfathers funeral. Chair Jeffries commented that it was a pleasure to sign the Youth Fitness Grant checks and wanted to make a shout out to Bill Leach for starting the Youth Fitness Grants program.

**Announcements for upcoming events:**

See the District website event calendar at <https://www.fallbrookhealth.org/community-health-wellness-center>

**Finance Committee meets on the 1<sup>st</sup> Wednesday of the month at 10:00 am**

**Facilities Committee meets on the 2<sup>nd</sup> Wednesday of the month at 5:00 pm**

**Strategic Planning Committee meets this month on the 3<sup>rd</sup> Wednesday at 5:30 pm**

**Blood Drive with the San Diego Blood Bank Monday, September 8, 2025, from 11:00 am – 4:00 pm**



**Stop the Sabotage with Christine Garrison, Health Coach on Saturday, September 20, 2025, from 10:00 am – 12:00 pm.**

**Reminder\* October 8, 2025, Facilities Committee & Board of Directors Meetings have been cancelled**

**H. ADJOURNMENT-**

**There being no further business, the meeting was adjourned at 6:54 pm.**

*Raquel A Williams*

Executive Assistant/Board Clerk