

September 1, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED LEASE AGREEMENT WITH CLINICA SIERRA VISTA FOR USE OF A
PORTION OF THE SOUTHEAST BAKERSFIELD COMMUNITY SERVICES CENTER
AS GENERAL OFFICE AND CLINICAL SPACE FOR A FIVE-YEAR TERM; S.D. #5
(Fiscal Impact: \$306,000 Annually; Budgeted; Discretionary)**

This letter is to request that your Board approve the attached Lease Agreement ("Agreement") with Clinica Sierra Vista ("Lessee") for a portion of the Southeast Bakersfield Community Services Center located at 1600 E. Belle Terrace Avenue in Bakersfield, CA ("Premises"). Lessee shall only use the Premises as general office and clinical space to exclusively provide professional services to the general public on behalf of the County's Behavioral Health and Recovery Services Department and any other department, agency, division, office, or program of the County. The proposed Agreement includes an initial five-year lease term with a rental rate of \$10,811 per month and operating expenses of \$14,683 per month for a total of \$129,732 and \$176,196, respectively, for the first lease year, which may be increased annually.

The attached Agreement has been approved as to content by the General Services Division and Lessee and approved as to form by the Office of County Counsel.

In consultation with the Planning and Natural Resources Department, the General Services Division's review of possible environmental effects has determined that this Agreement involves negligible or no expansion of use beyond that previously existing, and is categorically exempt from the requirement to prepare environmental documents pursuant to Section 15301 of the California Environmental Quality Act (CEQA) Guidelines. Furthermore, pursuant to Section 15061(b)(3), it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

Therefore, IT IS RECOMMENDED that your Board: 1) make the finding that this project is exempt from further CEQA review pursuant to Sections 15061(b)(3) and 15301 of State CEQA Guidelines; 2) approve the Lease Agreement with Clinica Sierra Vista for a portion of the Southeast Bakersfield Community Services Center located at 1600 E. Belle Terrace Avenue in Bakersfield, for use as general office and clinical space to exclusively provide professional services to the general public on behalf of the County's Behavioral Health and Recovery Services Department for a five-year term; and 3) authorize the Chairman to sign.

Sincerely,

A blue ink signature of Michelle Burns-Lusich, consisting of stylized initials and a surname.

Michelle Burns-Lusich
Chief General Services Officer

MBL:KAS:kw:yz
Attachments
cc: County Administrative Officer

**AGREEMENT FOR SUBLEASE
OF A PORTION OF 1600 E. BELLE TERRACE AVENUE
BAKERSFIELD, CALIFORNIA**

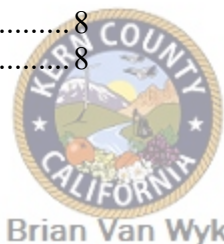
(County of Kern – Clinica Sierra Vista)



Brian Van Wyk

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**AGREEMENT FOR SUBLEASE
OF A PORTION OF 1600 E. BELLE TERRACE AVENUE
BAKERSFIELD, CALIFORNIA**

(County of Kern – Clinica Sierra Vista)

THIS AGREEMENT (“Agreement”) is executed at Bakersfield, California, on _____ (“**Execution Date**”) by and between the **COUNTY OF KERN**, a political subdivision of the State of California (“**County**”), and **CLINICA SIERRA VISTA**, a California non-profit public benefit corporation (“**Sublessee**”). County and Sublessee are referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. County leases real property located at 1600 East Belle Terrace, Bakersfield, California, commonly known as the Southeast Community Services Center (“**Building**”) through a Master Lease Agreement dated December 1, 2019, between the County and the Kern Public Services Financing Authority (“**Master Lease**”).

B. A copy of the Master Lease is recorded in the Kern County Official Records as document No.219159412.

C. Sublessee desires to sublease a portion of the Building for use as general office and clinical space to provide professional services to the general public on behalf of County’s Behavioral Health and Recovery Services Department.

D. Pursuant to Government Code Section 25537, County may lease County property for a period of less than ten (10) years pursuant to a County ordinance establishing procedures for leasing out such property, which Ordinance is codified as Chapter 2.82 of the Kern County Ordinance Code.

E. County believes the services provided by Sublessee are in the best interest of the general public.

AGREEMENT:

1. Premises:

a. Exclusive Use – For and in consideration of the terms, covenants, and conditions contained in this Agreement, County subleases to Sublessee, and Sublessee subleases from County, exclusive use of a 7,702 square-foot portion of the Southeast Community Center located on the first floor at 1600 E. Belle Terrace Avenue in Bakersfield, County of Kern, state of California, and depicted on the floor plan attached as **Exhibit “A”** (“**Premises**”).

b. Common Area – The Premises includes the non-exclusive use of the exterior common areas defined in this **Section 1.b** and the non-exclusive use of the parking lot. The term “**Common Areas**”, for the purpose of this Agreement, defines all areas and facilities outside the exclusive use area described above and within the interior of the Building that are not part of another tenant’s or subtenant’s leasehold, and which are provided and designated

from time to time for the general use and convenience of Sublessee, other tenants and subtenants of the Building and their respective representatives and invitees, and Building management. Common areas include, without limitation, lobby areas, elevator, interior stairways, rest rooms, hallways and entry ways. Sublessee's share of the total common area of the Building is 2,126 square feet ("**Common Area Share**").

2. Term:

a. Initial Term – The initial term of this Agreement ("**Term**") shall commence on the Execution Date and terminate five (5) years thereafter, unless sooner terminated as provided in this Agreement.

b. Extension of Term to Remove Hazardous Materials – If Hazardous Materials are released at, on, or from the Premises by Sublessee or its employees, agents, contractors, patients, invitees, or representatives during the Term, then Sublessee shall remain responsible for remediation of such release in accordance with this Agreement and Applicable Laws (as defined below). Sublessee shall not be required to remain in possession of the Premises after expiration or termination of this Agreement except to the extent reasonably necessary to complete remediation of Hazardous Materials caused by Sublessee, and only for the period reasonably required to complete such remediation. Sublessee shall have no obligation under this **Section 2.b** with respect to Hazardous Materials existing as of the Execution Date or caused by County or any third party not acting through Sublessee. "**Hazardous Materials**," as used in this Agreement, shall be defined as stated in **Exhibit "B."**

3. Options to Extend Term: Provided Sublessee is not in default beyond any applicable notice and cure period of any of the terms, covenants, or conditions of this Agreement, Sublessee shall have two (2) options to extend the initial Term, each for an additional one (1)-year period. Sublessee may exercise each option by giving the Chief General Services Officer ("**CGSO**") written notice of Sublessee's desire to extend, not less than one hundred and eighty (180) days prior to expiration of the initial Term, or the expiration of the first option term. Upon timely exercise by Sublessee, each option shall be effective without further approval by County, and the Term shall be extended on the same terms and conditions set forth in this Agreement, except that Base Rent and Operating Expenses shall be determined in accordance with **Section 6**.

4. Right to Terminate: Either Party may terminate this Agreement by providing a ninety (90)-day prior written notice to the other Party.

5. Hold Over: If Sublessee holds over after the expiration of the Term, with the express or implied consent of County, such holding over shall be a month-to-month tenancy and shall be governed by the terms, covenants, and conditions contained in this Agreement. Sublessee shall pay during such holding over such reasonable rental consideration as County may determine appropriate, based on the then-prevailing fair market rental value of the Premises.

6. Rental Consideration:

a. General – As consideration for the lease of the Premises during the initial Term, Sublessee shall pay to County in lawful money of the United States without deduction or offset, to the General Services Department, 1115 Truxtun Avenue, 3rd Floor, Bakersfield, CA 93301, or to such persons and at such places as may be designated from time to time by County. The first monthly payment of rent shall be paid within thirty (30) days of the Execution Date, and thereafter for the balance of the Term, shall be paid on or before the anniversary date of the

Execution Date. Each monthly rent payment shall only be in consideration for the right to possess, occupy and use the Premises for the subsequent month. In the event Sublessee occupies the Premises for a partial month at any time, Sublessee shall only be responsible for a prorated portion of the monthly rental consideration. The base monthly rent shall be \$10,811.24 (“**Base Rent**”). Base Rent is subject to change effective July 1st every year, provided Base Rent shall not increase by more than three percent (3%) from the prior year. County shall provide Sublessee with a ninety (90)-day advanced written notice of anticipated changes to Base Rent. Base Rent is calculated on the Premises square footage plus the Common Area Share square footage which equates to a total of 9,828 square feet.

b. **Operating Expenses** – In addition to Base Rent, Sublessee shall pay \$14,683.14 per month as its contribution toward the operating expenses of the Building and its Common Areas. Operating expenses include utilities (as detailed in **Section 14**), building security staff, building maintenance (as detailed in **Section 13**), and exterior landscaping (“**Operating Expenses**”). Operating Expenses shall be paid with the monthly Base Rent. County re-evaluates the Operating Expenses annually based on actual expenses and the Operating Expenses are subject to change effective July 1st every year. County shall provide Sublessee with a ninety (90)-day advanced written notice of anticipated changes to Operating Expenses. Operating Expenses shall not increase by more than ten percent (10%) annually. Operating Expenses are calculated on the Premises square footage plus the Common Area Share square footage which equates to a total of 9,828 square feet.

c. **Late Payment Fees** – If money payable to County as a condition of this Agreement is not paid in full when due, a late fee of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rent payment plus late fee shall become immediately due and payable to County. The assessment and collection of the 10% late fee is in addition to any other rights of County, if Sublessee does not faithfully perform the terms, covenants, and conditions of this Agreement.

d. **Insufficient Funds** – Pursuant to California law, if Sublessee passes a check with insufficient funds, Sublessee shall be liable to County for the amount of the check and a service fee of \$25, and County may require that all payments thereafter be made with guaranteed funds (i.e., money order or cashier’s check).

e. **Security Deposit** – On or before the Execution Date, Sublessee shall deposit with the County, a security deposit made payable to the County of Kern in the amount of \$6,000.00. The security deposit shall be held by County throughout the Term. Sublessee shall not use the security deposit toward payment of monthly rent. County may withhold from the security deposit such amounts as reasonably necessary to cure any defaults, including without limitation, rent, damages, cleaning, and removal of tenant property upon termination, County shall not withhold any portion of the security deposit for ordinary wear and tear or conditions existing as of the Execution Date. Within thirty (30) days after the expiration or earlier termination of this Agreement and Sublessee’s surrender of the Premises, County shall return the unused portion of the security deposit to Sublessee, together with an itemized statement describing any amounts withheld.

7. **Purpose:**

a. **In General** – This Agreement is made for the purpose of transferring to Sublessee the right and privilege to operate within the Premises for use as general office and clinical space to exclusively provide professional services to the general public on behalf of the County’s Behavioral Health and Recovery Services Department (“**BHRS**”) and any other department, agency, division, office, or program of the County. (collectively, “**Users**”).

Sublessee shall not use or permit the Premises to be used for any other purpose without the prior written consent of the CGSO, which may be granted or withheld at their sole discretion. Should County require the use of the Premises for a County function or emergency, Sublessee shall accommodate County's needs at no cost to County, provided that any such use shall be limited to temporary use during an actual emergency, shall be coordinated with Sublessee in advance to the extent reasonably practicable, shall not materially interfere with Sublessee's clinical operations or patient care obligations, and shall be subject to Sublessee's confidentiality, patient privacy, licensing, and legal compliance obligations. County shall not use or access any portion of the Premises containing confidential patient information, medical records, equipment, or restricted clinical areas except as permitted by applicable law and with Sublessee's prior consent, except in the case of an emergency posing an imminent threat to persons or property.

b. No Nuisance – Sublessee shall not do or permit any act or thing to be done upon the Premises that will obstruct or interfere with the rights of County or any others or injure or annoy County or others. Sublessee shall not cause, maintain, or permit any nuisance or waste on or about the Premises, or allow the Premises to be used for any unlawful purpose. Within seventy-two (72) hours of receiving written notice from County that a nuisance exists, Sublessee shall abate or otherwise cause the nuisance to be abated. If Sublessee has not taken corrective action within seventy-two (72) hours, then County may enter and abate the nuisance at the sole cost of Sublessee without any liability whatsoever to County. Sublessee shall not allow any offensive matter, refuse or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, to remain on the Premises or within a distance of fifty (50) feet thereof, and shall prevent any accumulation thereof from occurring.

8. Condition of Premises:

a. Acceptance of Premises – Except for County's obligations under this Agreement, Sublessee acknowledges that it has had an opportunity to inspect the Premises and accepts the Premises in its present condition.

b. Accessibility Compliance – Sublessor shall be responsible for the Premises' and Common Areas' compliance with all Applicable Laws, including the American with Disabilities Act and applicable California accessibility requirements. Sublessor had the Building and Common Areas inspected by a Certified Access Specialist ("CASp") in November 2024 and is actively working to correct deficiencies as defined in the CASp report. These deficiencies are estimated to be completely corrected by January 2028.

c. Fire Inspection – Notwithstanding **Sections 8.a** and **8.b**, Sublessee shall have the right to cause the Premises to be inspected by the applicable fire authority as necessary to obtain the official fire clearance required under Sublessee's service contract with BHRS prior to the provision of contracted services at the Premises. If such inspection identifies any repairs, modifications, or corrective work required to obtain such fire clearance as a result of conditions existing as of the Execution Date, Sublessor shall, at its sole cost and expense, promptly complete such work. If Sublessor fails to timely complete such required work after written notice from Sublessee, Sublessee may complete such work at Sublessor's sole cost and expense, subject to Sublessor's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Sublessee shall be responsible for any corrective work required as a result of Sublessee's alterations, improvements, use, or operations at the Premises after the Execution Date.

9. Alterations: Sublessee shall make no modifications, improvements, or additions to the Premises without the prior written consent of the CGSO or its delegates, which may not be unreasonably

withheld. Sublessee may not re-key or change the locks on the Premises. If Sublessee desires to re-key or change the locks to and within the Premises, Sublessee shall request County to perform the work for consistency with the rest of the Building. County shall always have access to the Premises for maintenance and emergency purposes, subject to the terms and conditions of **Section 13** below.

10. Construction of Improvements:

a. Compliance with Laws – Any future construction shall comply with the terms and conditions of all federal, state and local rules, regulations, codes, and laws that govern the development of the Building.

b. Approval of Plans - Initial and Alterations – Before commencing any construction, and before making any significant alterations, additions, or improvements (i.e.: permanent structures, water system, well, etc.) to the Premises (“**Improvements**”), Sublessee shall prepare and submit three (3) sets of plans and specifications (“**Plans**”) for the structures, landscaping, and the manner in which Sublessee shall connect to utilities, for review and approval of the CGSO. Within thirty (30) days thereafter, Sublessee shall be notified of approval, disapproval, or recommended modification of the Plans. Sublessee shall thereupon have thirty (30) days in which to resubmit the appropriately revised Plans or appeal in writing to the Kern County Board of Supervisors (“**Board**”) for approval or disapproval of the Plans. The Board’s decision shall be final.

c. Commencement and Completion of Construction – Upon final approval by the CGSO of the Plans, Sublessee shall commence the construction of the Improvements within thirty (30) days from the date of final approval, and shall diligently complete the construction, and in no event later than six (6) months from commencement. If Sublessee fails to meet those deadlines, County shall give a fifteen (15)-day notice to Sublessee, requiring Sublessee either **(i)** to commence or complete construction, as applicable, within that fifteen (15)-day period or **(ii)** to explain to the sole satisfaction of the CGSO the reason for the delay. If Sublessee satisfies neither condition within the fifteen (15)-day period, County, at its sole discretion after expiration of the fifteen (15)-day period, may terminate this Agreement and either **(i)** take over construction of the Improvements or **(ii)** demolish the in-construction Improvements, with all costs of construction or demolition reimbursed by Sublessee to County.

d. Force Majeure – Sublessee’s time for commencement and completion of construction shall be extended if Sublessee’s performance is prevented by Force Majeure events, as defined and provided in **Section 28**. Sublessee’s request for such extension of time shall be presented to the CGSO within five (5) days immediately following the happening of a Force Majeure event, and the decision of the CGSO as to the sufficiency of the cause shown in support of such request, and as to the period of time of extension granted, shall be final.

e. Permits – Prior to any construction, Sublessee shall, with all diligence and at its sole cost, seek necessary permits, and address environmental aspects and approvals of such construction.

11. Construction Assurance: Prior to the commencement of the Improvements, Sublessee shall furnish to County evidence that sufficient monies will be available to complete the Improvements. Such evidence shall represent at least the total estimated cost of construction, and such evidence may take one of the following forms:

a. A Performance Bond – to be supplied by Sublessee’s contractor or contractors and issued jointly to Sublessee and County as Oblige. Sublessee’s contractor or contractors shall also submit to County a Certificate of Insurance as evidence of Workers’ Compensation Insurance Coverage; or

b. **An Irrevocable Letter of Credit** – or other form of Banker’s assurance issued to County from a financial institution licensed to do business in the State of California and covered by Federal Depository Insurance which shall remain in effect until County acknowledges satisfactory completion of construction of the Improvements; or

c. **An automatically renewable Time Certificate of Deposit** – made payable to County issued by a financial institution licensed to do business in the State of California and covered by Federal Depository Insurance which shall remain in effect until County acknowledges satisfactory completion of construction of the Improvements.

d. **General Requirements** – all Bonds, Letters of Credit and/or Time Certificates shall be acceptable to County in content and in form and shall insure Sublessee’s faithful performance of the terms and conditions of this Agreement which relate to the construction of the Improvements on the Premises.

12. Security and Access: The public with which Sublessee conducts business shall have access through the Premises entrance doors during Sublessee’s operating hours. Access to the Common Areas of the Building shall be during normal business hours of County, except for National and/or State holidays which are observed by County. Sublessee employees shall have access to the Common Areas at all times through keys, touch pads or a card key system provided by County. Sublessee employees accessing the Building beyond normal business hours as stated herein above, or when accessing the Building through doors other than the main entrance doors, shall be responsible for securing the Building.

Security officers, performing services under contract with the County (“**Security**”), are posted at the Building from 6:00 a.m. to 6:00 p.m., and may be changed from time to time at the discretion of County. Security is required to be at the Building, at all times, when the public with which Sublessee conducts business is present. Arrangements for Security beyond the then-current scheduled times can be requested by Sublessee by providing a seven (7)-day advanced written notice to County. Sublessee shall pay all expenses related to the services of additional Security at the then-current rate as contracted by County.

13. Repair and Maintenance:

a. **Sublessee’s Responsibilities** – During the Term, Sublessee shall, at its sole cost, keep the Premises and its furniture, fixtures and equipment (“**FF&E**”) and Improvements in a clean, sanitary and safe condition and in compliance with the terms, covenants and conditions of this Agreement and all applicable federal, state and local laws, rules and regulations (“**Applicable Laws**”), in each case to the extent applicable to Sublessee’s use and occupancy of the Premises. Sublessee shall be responsible for any cosmetic repairs or maintenance within the defined Premises (i.e.: interior patch, paint, deep cleaning). Sublessee shall be responsible for any minor alterations to the Premises including but not limited to installing/maintaining signage on the Property, the installation/monitoring/maintenance of access card system(s), attaching FF&E to walls, adding or replacing window coverings, routine maintenance on existing appliances, etc. Sublessee shall provide its own janitorial services to the Premises. To the extent that Sublessee or its invitees willfully cause damage to the Premises, Building or Property, Sublessee shall be responsible for such damage. County may, but shall not be required to, undertake such repair obligations, and all costs and expenses incurred by County as a result thereof shall be paid for by Sublessee within thirty (30) days of receiving County’s invoice for such repairs.

b. **County’s Responsibilities** – During the Term, County shall maintain all structural portions and systems of the Building (interior and exterior), common areas, parking

lot and landscaping (collectively, the “**Property**”) in good condition and working order and in compliance with Applicable Laws to the extent applicable to County’s ownership and management of the Property. All repairs and maintenance shall be performed in a commercially reasonable manner, and shall be performed on such schedules, dates and times as determined by County, provided that County shall use commercially reasonable efforts to avoid material interference with Sublessee’s use of the Premises while performing repairs and maintenance. Absent an emergency, access to the Premises by the County to perform such repairs and maintenance shall be scheduled in advance with Sublessee, with at least twenty-four (24) hours prior written notice to Sublessee.

c. **Failure by Sublessee to Repair and Maintain** – Repair and maintenance shall be performed in a commercially reasonable manner, and if Sublessee fails to fulfill any duty imposed under **Section 13.a** within a reasonable period of time after written notice of failure from County, subject to applicable notice and cure periods, County may, but is not required to, perform those duties at Sublessee’s sole cost. Sublessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section 13.c** shall constitute a waiver of any of Sublessee’s obligations under **Section 13.a**. Sublessee’s obligations under **Section 13.a** shall survive the expiration or termination of this Agreement only to the extent arising from Sublessee’s obligations accruing prior to expiration or termination.

d. **Prevailing Wage** – The County has identified the improvement, repair and maintenance work contemplated by this Agreement as falling within the definition of “Public Works” set forth in the California Labor Code. Sublessee acknowledges that it is fully aware of prevailing wage requirements for public works projects as set forth in Article 2 (commencing with section 1770) of Chapter 1, Part 7 of the California Labor Code and agrees to comply with the provisions of that Article to the extent those provisions are applicable to the work performed by, at the direction of, or on behalf of Sublessee under this Agreement. Sublessee agrees to indemnify, defend (upon request of County) and hold County, its officers, agents and employees, harmless from all claims, costs, causes of action, attorney fees, damages or liability to the extent arising from Sublessee’s failure, or the failure of Sublessee’s contractors or subcontractors, to comply with applicable Labor Code requirements.

e. **Equipment Inspection** – Sublessee shall inspect, monitor, and supervise Sublessee’s equipment and Sublessee’s activities on the Premises and in Common Areas used by Sublessee as often and for such length of time as may be reasonably necessary to ensure the same materially comply with all Applicable Laws. Sublessee shall report any malfunction of equipment or any safety hazards to County as soon as possible.

14. Utilities and Building Services; Modification of Utilities:

a. **In General** – For purposes of this Agreement, the term “**utilities**” shall include, without limitation, gas, electricity, water, sewer, pest control, alarm monitoring, security services, and trash and refuse disposal services. Utilities and services to the Building are facilitated and paid for by County. Rent includes the cost of utilities for Sublessee except for phone and internet services. Sublessee shall procure and pay for its own phone and internet services to the Premises. Sublessee shall not modify any utilities on the Premises without the prior written consent of the CGSO, which may be granted or withheld at the CGSO’s sole discretion.

b. **HVAC System** – Air conditioning, heating and ventilation systems for the Building, including the Premises, shall operate Monday through Friday from 6:00 a.m. to 6:00 p.m. and may be changed from time to time at the discretion of County with reasonable

notification given to Sublessee. Such systems shall not operate on National and/or State holidays which are observed by County. Arrangements for utilities for the Premises, beyond the then-current scheduled times, can be requested by Sublessee by providing a five (5)-day advanced written notice to County. Sublessee shall pay all expenses related to the additional utilities at the then-current rate.

15. Taxes and Assessments: Sublessee shall pay all taxes, fees, charges, and assessments levied by any governmental agency upon any interest acquired by Sublessee under this Agreement, but only to the extent attributable to Sublessee's use and occupancy of the Premises from and after the commencement of the Term. Sublessee shall not be liable for any taxes, fees, charges, or assessments levied on the Premises, Building, Property, County's interest under the Master Lease, or any other interest in the Property to the extent arising or accruing prior to the commencement of the Term or not attributable to Sublessee's possessory interest under this Agreement. Sublessee is aware that certain possessory interests may be created by entering into this Agreement and that such interests will be subject to the payment of property taxes levied on such interest.

16. Sublessee's Furniture, Fixtures and Equipment:

a. In General – Sublessee may install its own FF&E on the Premises at its sole cost. In addition to Sublessee's obligations under **Section 31**, at the expiration or termination of this Agreement, Sublessee shall remove its FF&E and repair any damage to the Premises as a result of removal, at its sole cost.

b. Abandonment of FF&E – Any FF&E belonging to Sublessee and left on the Premises after Sublessee's surrender of the Premises shall be kept for a reasonable time by County, but in no event longer than thirty (30) days after County gives Sublessee written notice to remove such property from the Premises, in accordance with applicable California abandoned property statutes. After the thirty (30)-day period, if not so removed, the FF&E may be treated by County as abandoned and declared to be County-owned property, and County may, at Sublessee's sole cost, repair any damage to the Premises as a result of removal. The costs charged to Sublessee may include, without limitation, consideration for the additional time Sublessee or its FF&E occupied the Premises beyond the deadlines and disallowed County's full utilization of the Premises as the owner of the property.

c. FF&E as Security – If, at the time of expiration or termination of this Agreement, Sublessee is in default of any of the terms, covenants, or conditions of this Agreement, including the payment of rent or any other sums due under this Agreement, Sublessee shall not remove from the Premises any of its FF&E, and such personal property shall remain in the Premises as security for the cure of such default, until such time as such default is fully cured by Sublessee and any costs incurred by County, including attorneys' fees, are paid in full by Sublessee to County.

17. Signs: Sublessee, at its sole cost, shall have the right to affix and install on the Premises, reasonable signs to identify the Premises, and such signs shall comply with all Applicable Laws, including those of County, and shall be approved by the CGSO prior to installation which shall be at the CGSO's sole discretion. Notwithstanding the foregoing, the County approves the signage shown on **Exhibit "C,"** including its design, location, and dimensions, and no further approval shall be required for such signage. Any damage to the Premises occasioned by the installation and maintenance of any such sign, and the cost of removal or obliteration thereof upon the expiration or termination of this Agreement, shall be paid by Sublessee.

18. Damage and Destruction: If the Premises is damaged or destroyed by fire or casualty, not the fault of Sublessee or any person in or about the Premises with the express or implied consent of the Sublessee, the damaged Premises shall be repaired by Sublessee at its sole cost, with the use of available insurance proceeds required under **Section 23.c** or Sublessee may, at its option, terminate this Agreement and assign the available insurance proceeds to County. In the event that Sublessee elects to repair the damaged Premises, Base Rent and Operating Expenses shall be equitably abated in proportion to the portion of the Premises rendered unusable by such damage, commencing on the date of the casualty and continuing until the damaged portion is restored and available for Sublessee's use. If the entire Premises is rendered unusable, Base Rent and Operating Expenses shall be fully abated during such period. Except for such abatement, this Agreement shall continue in full force and effect except that certain obligations of Sublessee may be subject to Force Majeure as provided in **Section 28**. The provisions of California Civil Code Section 1932(2) and Section 1933(4) shall not apply to this Agreement, and Sublessee hereby waives the benefits thereof.

19. Condemnation: If all or any part of the Premises is taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Party shall have the right to terminate this Agreement as to the balance of the Premises by notice to the other Party within thirty (30) days after such date. However, a condition to the exercise by Sublessee of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature, in Sublessee's reasonable judgment, as substantially to handicap, impede or impair Sublessee's use of the balance of the Premises. In the event of any taking, the proceeds shall belong to County.

20. Right of Inspection: County shall have the right to enter upon the Premises at all reasonable times, upon not less than twenty-four (24) hours' prior notice to Sublessee, except in the case of an emergency, to inspect the Premises and Sublessee's operations thereon; to perform maintenance tasks; or for emergency purposes. Any such entry shall be conducted in a manner that does not unreasonably interfere with Sublessee's use of the Premises and shall be subject to Sublessee's patient privacy, confidentiality, licensing, and legal compliance obligations. County reserves all rights in and with respect to the Premises, not inconsistent with Sublessee's use of the Premises as provided in **Section 7**, including without limitation the right of County to enter upon the Premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines, as County may deem desirable in connection with the development or use of the Premises. County shall compensate Sublessee for damage to Sublessee's FF&E caused by the exercise of the rights reserved in this **Section 20**.

21. Hazardous Materials:

a. No Hazardous Materials – Sublessee shall not permit any Hazardous Materials to be stored or brought onto the Premises without the prior written consent of the CGSO, which may be granted or withheld in the CGSO's sole discretion. If Sublessee spills any Hazardous Materials anywhere on the Premises, Sublessee shall clean up said spill, at its sole cost, and to the sole satisfaction of County. "**Hazardous Materials**," as used in this Agreement, shall be defined as stated in **Exhibit "B."**

b. Clean Up of Hazardous Materials – If any governmental authority or court, which has jurisdiction, demands that a cleanup plan be prepared and/or that a cleanup be undertaken because of any deposit, spill, discharge, or other release of any Hazardous Materials at, on, or from the Premises occurring at any time during Sublessee's occupancy of the Premises,

or which arises at any time as a result of any use or occupancy of the Premises by Sublessee, then Sublessee shall, at its sole cost, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans in a timely manner.

c. **Failure by Sublessee to Clean Up** – Sublessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Materials that is requested by County. If Sublessee fails to fulfill any duty imposed under this **Section 21.c** within a reasonable period of time, County may, but is not required to, perform those duties at Sublessee's sole cost. Sublessee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section 21.c** shall constitute a waiver of Sublessee's obligations under this **Section 21**. Sublessee's obligations under this **Section 21** shall survive the expiration or termination of this Agreement.

d. **Receipt of Notice of Violation** – If Sublessee becomes aware of or receives notice or other communications concerning any actual, alleged, suspected, or threatened violation of any Environmental Requirements, or liability of Sublessee in connection with the Premises or past or present activities of any person thereon, then Sublessee shall deliver to County within ten (10) days of receipt of such notice or communication by Sublessee, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not create any obligation on the part of County to defend or otherwise respond to any such notification. "**Environmental Requirements**", as used in this Agreement, shall be defined as stated in **Exhibit "B."**

22. Indemnification:

a. **Sublessee Indemnification Obligations** – Sublessee shall indemnify and defend, upon request of County, County, its governing board, commissions, elected and appointed officials, employees, agents, volunteers, and authorized representatives, and each of them ("**Indemnified Parties**"), against any and all actions, lawsuits, proceedings, losses, costs, expenses, claims, fines, liabilities, fees (including, but not limited to, reasonable attorneys' fees of County Counsel and outside counsel retained by County, costs of County staff time, investigation, expert and consultant fees and costs), and damages ("**Claims**"), including liability for personal injuries or death or property damage, regardless of where located, including property of County, and workers' compensation claims or suits arising from or connected with any services performed under this Agreement on behalf of Sublessee by any person or entity, arising out of or in any way connected with the acts or omissions of Sublessee, its employees, agents, independent contractors, or invitees ("**Sublessee Acts**"), unless the Claim is due to the sole default, act or failure to act, negligence, or willful misconduct of County or the Indemnified Parties.

b. **Sublessee Environmental Indemnity** – In addition, Sublessee shall indemnify and defend, upon request of County, County and the Indemnified Parties against any and all Claims arising out of or in any way connected with any deposit, spill, discharge, or other release of any Hazardous Materials at any time during Sublessee's occupancy of the Premises, or which arises at any time as a result of any uses at, on, or from the Premises or the occupancy of the Premises by Sublessee, or as a result of Sublessee's failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any Environmental Requirements.

c. **County Indemnification Obligations** – County agrees to indemnify, hold harmless and defend Sublessee, its officers, directors, employees, patients, invitees, agents, successors and assigns from and against any and all first and third party Claims, including

reasonable attorneys' fees, arising directly or indirectly from the following, except to the extent caused by Sublessee's gross negligence or intentional misconduct: (i) County's breach of this Agreement, (ii) the Premises prior to the Execution Date, or (iii) County's (including County's employees, contractors, and agents) operations or activities of any kind or nature on the Premises or Building during the Term.

d. **Survival of Indemnification Obligations** – The Parties' obligations under this Section 22 shall survive the expiration or termination of this Agreement.

23. **Sublessee Maintenance of Insurance**: In order to protect County and the Indemnified Parties against Claims as a result of Sublessee Acts, Sublessee shall secure and maintain applicable insurance as described below. Sublessee shall not perform any work under this Agreement until Sublessee has obtained all applicable insurance required under this Section 23 and the required certificates of insurance, and all required endorsements have been filed with the County's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request by County, Sublessee shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter and company to the coverage, limits, and termination provisions shown thereon. Sublessee shall promptly deliver to County a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term of this Agreement or as otherwise specified herein. Such certificates and endorsements shall be delivered to County upon reasonable request. Sublessee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Sublessee or County as an additional insured.

a. **Workers' Compensation and Employer's Liability Insurance Requirements** –

- 1) **Worker's Compensation Insurance – Sublessee Employees**. If Sublessee has employees who may perform any services pursuant to this Agreement, Sublessee shall submit written proof that Sublessee is insured against liability for worker's compensation in accordance with the provisions of California Labor Code section 3700.
- 2) **Worker's Compensation Insurance – Sublessee Subcontractors**. Sublessee shall require any subcontractors to provide worker's compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Sublessee. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Sublessee shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.
- 3) **Employer's Liability Insurance**. Sublessee shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. **Liability Insurance Requirements** –

- 1) **In General** – Sublessee shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) **Commercial General Liability Insurance**, including without limitation Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-

Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Sublessee's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Sublessee shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance, against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) per accident.

- 2) **Additional Insureds** – The Commercial General Liability and Automobile liability Insurance required in **Section 23.b** shall include an endorsement naming the County and the Indemnified Parties as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: **(i)** on ISO form CG 20 10 11 85; or **(ii)** on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or **(iii)** on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
 - 3) **Self-Insurance** – Any self-insured retentions in excess of one hundred thousand dollars (\$100,000) must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager, which may be granted or withheld at the County Risk Manager's sole discretion.
 - 4) **Claims-Made** – If any of the insurance coverages required under this Agreement is written on a claims-made basis, Sublessee, at Sublessee's option, shall either **(i)** maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the Execution Date; **(ii)** purchase an extended reporting period of not less than three years following the termination of this Agreement; or **(iii)** acquire a full prior acts provision on any renewal or replacement policy.
- c. Fire and Casualty Insurance** – Sublessee shall, at its sole cost, maintain on the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of full replacement value. The insurance policy shall be issued in the names of County, Sublessee, and any lender, as their interests appear. The insurance policy shall provide that any proceeds shall be made payable to Sublessee, and Sublessee shall apply and use such proceeds as required by **Section 18** subject to the priority rights of any lender. Such insurance shall satisfy the requirements of **Section 23.d**, and shall be issued by a company or companies satisfying the requirements of **Section 23.e**. On or before the Execution Date, Sublessee shall deliver to County certificates of insurance indicating that Sublessee has complied with the provisions of this **Section 23.c**.

- d. Cancellation of Insurance** – The above-stated insurance coverages required to be maintained by Sublessee shall be maintained until the completion of all of Sublessee’s obligations under this Agreement. Each insurance policy supplied by Sublessee must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Sublessee shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- e. Insurance Company Rating** – All insurance shall be issued by a company or companies admitted to do business in California and listed in the current “Best’s Key Rating Guide” publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager, which may be granted or withheld at the County Risk Manager’s sole discretion.
- f. Sublessee Self-Insured** – If Sublessee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Sublessee shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless the County Risk Manager determines, in his/her sole discretion and by written acceptance, that the coverage proposed to be provided by Sublessee is equivalent to the above-required coverages.
- g. Primary Insurance** – All insurance afforded by Sublessee pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.
- h. No Limitations by Policy Limits** – Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Sublessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, or to preclude County from taking such other actions as are available to it under any other provision of this Agreement or otherwise under Applicable Laws.
- i. Failure to Maintain Insurance** – Failure by Sublessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Sublessee. County, at its sole option, may terminate this Agreement and obtain damages from Sublessee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Sublessee, County shall deduct from sums due to Sublessee any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Sublessee pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Sublessee shall reimburse County for the premiums and pay for all costs associated with the purchase of said insurance within ten (10) days of demand by County. Any failure by County to take this alternative action shall not relieve Sublessee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

24. Liens and Encumbrances: Sublessee shall keep the Premises free from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Sublessee, or from any other cause. If a lien or encumbrances is recorded against the Premises, and Sublessee fails to remove the lien or encumbrance or post a bond to remove same within fifteen (15) days after its filing, County shall give a fifteen (15)-day notice to Sublessee, requiring Sublessee to remove or bond around the lien or encumbrance within the fifteen (15)-day period. If Sublessee fails to do so within the fifteen (15)-day period, County, at its sole discretion after expiration of the fifteen (15)-day period, may obtain a bond, with all costs of the bond to be reimbursed by Sublessee to County.

25. Breach by Sublessee: In the event of the breach by Sublessee of any term, covenant, or condition, Sublessee shall have thirty (30) days after written notice has been given to Sublessee by County to cure, except for breach of the nuisance provisions of **Section 7.b**, which allows seventy-two (72) hours to cure. If Sublessee fails to cure within the stated time periods, County may exercise its remedies under **Section 26**.

26. Remedies of County: In the event of a breach by Sublessee, then County shall have the right either to terminate Sublessee's right to possession of the Premises, by giving written notice of termination to Sublessee, and thereby terminating this Agreement, or to have this Agreement continue in full force and effect with Sublessee at all times having the right to possession of the Premises.

a. Agreement and Possession Continue – If County elects to have this Agreement continue in full force and effect, Sublessee shall remain liable to perform all of its obligations under this Agreement and County may enforce all of County's rights and remedies. If Sublessee abandons the Premises or fails to maintain and protect the same as herein provided, County shall have the right **(i)** to do all things necessary or appropriate to maintain, preserve and protect the Premises, including without limitation the installation of keepers or guards or the appointment of a receiver, and **(ii)** to relet the Premises as the agent of Sublessee and for Sublessee's account and to do all things appropriate for such reletting. In the event of such reletting, rental received by County shall be credited to Sublessee's account. None of the foregoing acts shall be deemed to terminate Sublessee's right of possession, and Sublessee shall reimburse County on demand for all amounts reasonably expended by County in connection with the foregoing acts, together with interest on all amounts expended by County from time to time at the maximum legal rate from the date due until paid. Notwithstanding any such election to have this Agreement remain in full force and effect, County may at any time thereafter elect to terminate Sublessee's right to possession of the Premises and thereby terminate this Agreement for any previous breach by Sublessee which remains uncured or for any subsequent breach.

b. Agreement and Possession Terminate – If County gives notice of election to terminate Sublessee's possession of the Premises, County shall be entitled to recover from Sublessee the amounts specified in paragraph (a)(4) of section 1951.2 of the California Civil Code, as such section reads as of the Execution Date.

c. Remedies Not Exclusive – No right or remedy herein conferred upon or reserved to County is intended to be exclusive of any other right or remedy herein or by law, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity or by statute.

d. County Right to Cure – In addition to County's remedies upon Sublessee's breach, upon ten (10) days prior written notice to Sublessee by County, County may cure any breach by Sublessee and, if necessary, may enter upon the Premises for such purpose. In such event, the cost of cure, plus interest at the maximum legal rate from the date due until paid, shall become immediately due and payable.

27. No Waiver of Breach: The waiver by County of any term, covenant, or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the term, covenant or condition contained in this Agreement, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right of County to the performance by Sublessee in strict accordance with the terms of this Agreement.

28. Force Majeure:

a. Definition – Neither Party shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure to perform any of its obligations, if such delay or failure is the result of causes beyond the control and without negligence of the Party. Such causes include, without limitation, acts of nature, strikes, lockouts, riots, insurrections, civil disturbances or uprisings, sabotage, embargoes, blockages, acts of war or terrorism, acts or failure to act by any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes, tsunamis, or other natural or man-made disasters (“**Force Majeure**”). Lack of funds shall not be a Force Majeure event.

b. Consequences – The Party affected by a Force Majeure event, upon giving prompt notice to the other Party, shall be excused from performance to the extent of such prevention, restriction, or interference, on a day-to-day basis until the Force Majeure event is removed, and the other Party shall likewise be excused from performance of its obligation which relate to the performance so prevented, restricted, or interfered with. The affected Party shall use its best efforts to avoid or remove the causes of nonperformance and to minimize the consequences thereof, and both Parties shall resume performance when the Force Majeure event is removed.

29. Quiet Possession: Sublessee, in keeping and performing the terms, covenants and conditions herein contained on the part of Sublessee to be kept and performed, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises.

30. Assignment and Subletting:

a. No Assignment or Subletting – Sublessee shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its leasehold rights and interests granted by this Agreement, without the prior written consent of the CGSO.

b. Referral to Board of Supervisors – However, the CGSO may, at his/her discretion, refer Sublessee’s request to (i) sublease, (ii) assign, (iii) transfer, (iv) mortgage, or (v) otherwise convey this Agreement or Sublessee’s ground leasehold rights and interests, to the Board for consideration.

c. Failure to Obtain Consent – If Sublessee shall sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or its rights and interests hereunder, or attempt to do so in violation of the foregoing provision, then in addition to any and all other rights and remedies available to it, County may, at its option by written notice to Sublessee, either declare such sublease, assignment, transfer, mortgage, or other conveyance void or terminate this Agreement and all rights and interests of Sublessee and all other persons hereunder.

d. **No Waiver or Limitation on Consent** – Any consent to any sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as consent to any different or subsequent sublease, assignment, transfer, mortgage, or conveyance. This clause shall not be construed to limit any right or remedy which County may become entitled to as a matter of law or become entitled to by reason of Sublessee's actions or failures to act.

e. **Sublessee in Compliance** – As a condition of County's consent to any conveyance of this Agreement, Sublessee must be in compliance with all terms, covenants, and conditions of this Agreement, including without limitation the payment of all monies due to County.

31. **Surrender of Premises:** On the last day of the Term, or sooner termination of this Agreement, Sublessee shall peaceably and quietly leave, surrender, and yield up to County the Premises in as good a condition and state of repair as it existed on the Execution Date, subject to damage by Force Majeure, and shall comply with **Section 16** relating to its FF&E. By the expiration or termination date, Sublessee shall have paid all utility bills and contacted the appropriate utility companies to have the utility services properly discontinued or transferred. Within thirty (30) days after Sublessee's surrender of the Premises, County shall return the unused portion of the security deposit to Sublessee, together with an itemized statement describing any amounts withheld.

32. **Notices:** All notices herein provided to be given, or which may be given, by either Party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Sublessee: Clinica Sierra Vista
9525 Camino Media
Bakersfield, CA 93311
Attn: Olga Meave, M.D., CEO
Email: olga.meave@clincasierravista.org

With copies to: Guerrero Mears LLP
Attn: Jose A. Guerrero; Marshall T. Thomas
5016 California Avenue, Suite 7
Email: jose@gmlp.com; marshall@gmlp.com

To County: County of Kern
General Services, Property Management Division
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, but nothing shall preclude the giving of any such notice by personal service.



33. Authorized Agent of County: The CGSO is the duly authorized agent of County for purposes of this Agreement, and as to any obligations assumed by Sublessee, they shall be performed to the sole satisfaction of the CGSO, unless another standard is specified in this Agreement.

34. Miscellaneous Provisions:

a. Negation of Partnership – County shall not become or be deemed a partner or joint venturer with Sublessee or associate in any relationship with Sublessee other than that of landlord and tenant by reason of the provisions of this Agreement. Sublessee shall not for any purpose be considered an agent, officer, or employee of County.

b. Conflict of Interest – The Parties have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All Parties agree that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist as of the Execution Date, County may immediately terminate this Agreement by giving written notice to Sublessee. The Parties shall comply with the requirements of Government Code Section 87100 et seq. during the Term.

c. Nondiscrimination –

1) Sublessee, in the use of the Premises and in the operations to be conducted under this Agreement, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, sex, age, disability, sexual orientation, or national origin in any manner prohibited by federal, state, or local laws or policies.

2) Sublessee shall furnish its accommodations and services on a fair, equal, and nondiscriminatory basis to all Users, and Sublessee shall charge only fair, reasonable, and nondiscriminatory prices for its services. However, Sublessee may make reasonable and nondiscriminatory rebates, discounts, or other similar price reductions to volume service Users to the extent permitted by Applicable Laws.

3) Sublessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, color, creed, religion, ancestry, sex, age, disability, sexual orientation, or national origin.

4) Sublessee shall not discriminate nor allow discrimination, either directly or indirectly, in hiring or employing persons to work on the Premises.

5) Sublessee shall include the language in **subsections (1) through (4)** in any agreement by which Sublessee assigns or transfers any interest in the Premises or this Agreement, or grants a right or privilege to any person, firm, or corporation to use the Premises or to render accommodations and services to the public on the Premises.

6) Non-compliance with **subsections (1) through (4)** shall constitute a material breach of this Agreement, and in addition to any other remedies provided by Applicable Laws or this Agreement, County shall have the right to terminate this Agreement without liability therefore, may seek an injunction to enforce **subsections (1) through (4)**, and may charge Sublessee the sum of twenty-five dollars (\$25.00) per day for each incident of a failure to comply.

d. Incorporation of Prior Agreements – This Agreement contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

e. **Remedies not Exclusive** – The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such Party of, or limit the application of, any other remedy provided by law, at equity, or otherwise.

f. **Severability** – If any part, term, portion, or provision of this Agreement is decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

g. **Governing Law; Venue** – The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. If either Sublessee or County initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the County of Kern, State of California, it being understood that this Agreement is entered into, and will be performed, within the County of Kern.

h. **Compliance with Laws** – Sublessee shall, at its sole cost, promptly comply with all Applicable Laws, including Environmental Requirements, which may in any way apply to the use, operation, repair, maintenance, occupation of, or operations or construction on, the Premises.

i. **Successors** – Subject to **Section 30**, all terms, covenants, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

j. **No Third Party Beneficiaries** – This Agreement is made for the sole benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, and no other persons shall have any right of action hereon.

k. **Covenants and Conditions** – Each provision of this Agreement performable by Sublessee shall be deemed both a covenant and a condition.

l. **Modification** – This Agreement may be modified or amended only by a written document signed by both Parties.

m. **Authorization** – Each individual executing this Agreement on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of that Party, and that this Agreement is binding upon both Parties in accordance with its terms.

n. **Construction** – The Parties acknowledge that each Party and its counsel have reviewed and revised 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 to this Agreement.

o. **Recitals** – Each of the recitals is incorporated in this Agreement by reference as if fully set forth in this Agreement at length, is deemed to be the agreement and a reflection of the intent of the Parties and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

p. **Captions** – Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement.

q. **Exhibits** – All exhibits attached to this Agreement are incorporated into this Agreement by reference.

r. **Time of Essence** – Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

The remainder of this page has been intentionally left blank.



The Parties have executed this Agreement on the Execution Date.

APPROVED AS TO CONTENT:

General Services Division

COUNTY OF KERN

By Michelle Burns-Lusich
Michelle Burns-Lusich
Chief General Services Officer

By _____
Chair, Board of Supervisors
"Sublessor"

APPROVED AS TO FORM:

Office of County Counsel

CLINICA SIERRA VISTA, a
California non-profit public benefit
corporation

By Brian Van Wyk
Brian Van Wyk, Deputy

DocuSigned by:
Olga Meave
AE0869A35BE54C2...
By _____
Olga Meave, M.D.
Its: Chief Executive Officer
"Sublessee"



EXHIBIT "A" – PREMISES

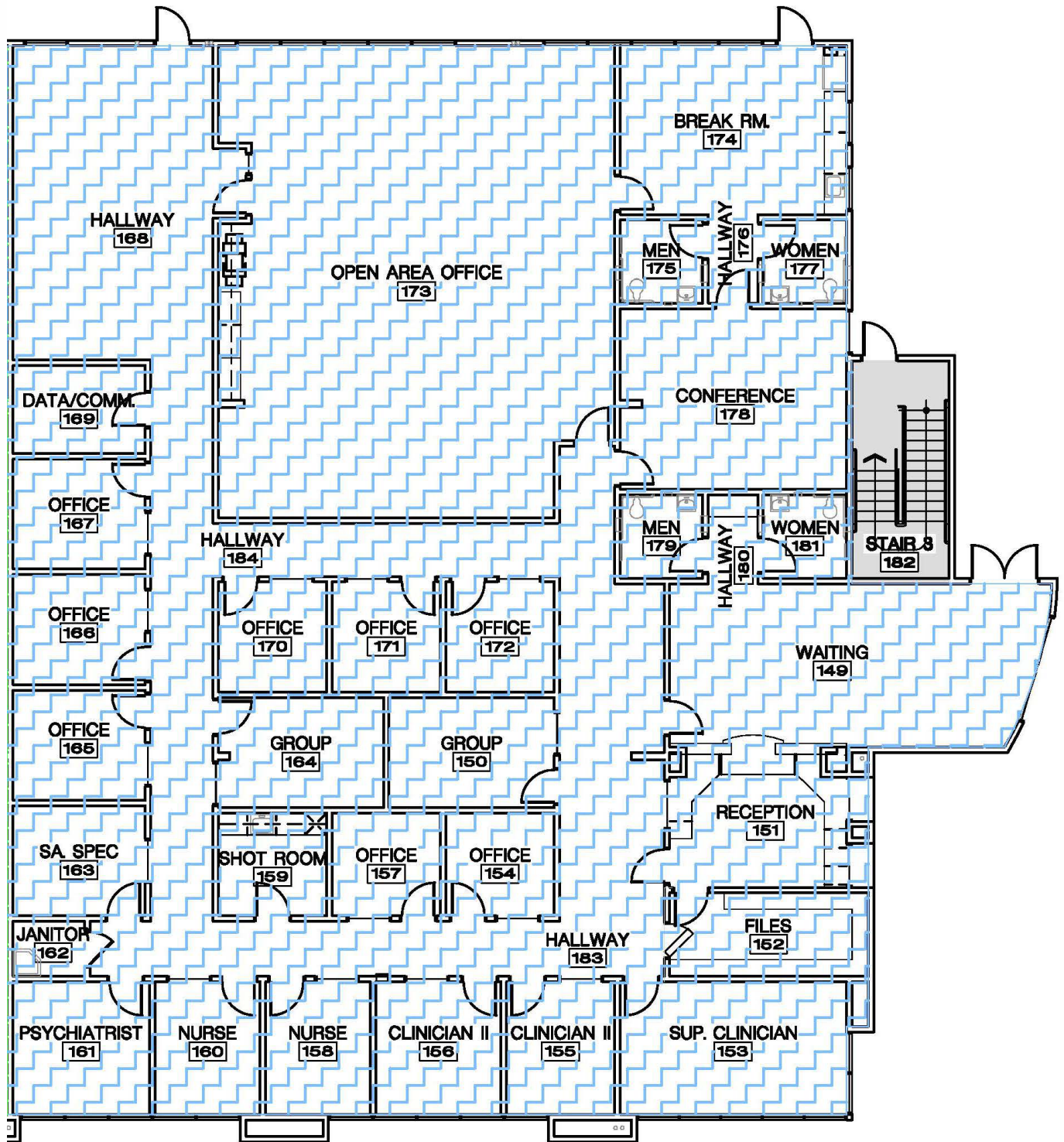


EXHIBIT “B” – ENVIRONMENTAL TERMS

Definition of Environmental Terms

For the purpose of this Agreement, the following terms and words shall have the meaning given below:

1. Environmental Requirements. All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items of any governmental agency, department, commission, board, bureau, or instrumentality of the United States of America, California, or its political or municipal subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human life or the environment.

2. Hazardous Materials. All flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminates, hazardous waste, toxic substances or related materials, petroleum products, and any substances declared to be hazardous or toxic under any present or future Environmental Requirements or which requires investigation or remediation under any present or future federal, state, or local law, statute, regulation, environmental requirement, order, or rule.

EXHIBIT “C” – SIGNAGE

SERAWC | Exterior Signs

South East Bakersfield Recovery Adult Wellness Center | 1600 E Belle Terrace, Bakersfield, CA 93307

