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COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

ACTING CHIEF EXECUTIVE OFFICER
Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

January 06, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

LICENSE AGREEMENT NORTHEAST VALLEY HEALTH CORPORATION 23740-23757 VALENCIA BOULEVARD, SANTA CLARITA (FIFTH DISTRICT) (3 VOTES)

SUBJECT

Approval of a proposed license agreement (License) not to exceed five years to license the use of 6,708 square feet of medical office space located at 23740-23757 Valencia Boulevard, Santa Clarita (Property) for the Northeast Valley Health Corporation (NEVHC).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed License is categorically exempt from the California Environmental Quality Act (CEQA) for reasons stated in this letter.
2. Find that pursuant to Government Code Section 26227, the recommended action to authorize execution of the proposed License will serve a public purpose and will make available Los Angeles County (County) real property not needed for County purposes, to be used to carry out programs in the best interests of the County and to the general public.
3. Find that the services to be provided by NEVHC on the Property, consisting of health care-related services, are necessary to meet the social needs of the County and serve public purposes that benefit the County.

ADOPTED

**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

20 January 6, 2026

EDWARD YEN
EXECUTIVE OFFICER

4. Authorize the Acting Chief Executive Officer, or his designee, to execute the proposed License, approved as to form by County Counsel, with NEVHC.

5. Authorize and direct the Acting Chief Executive Officer, or his designee, to execute any other ancillary documentation, approved as to form by County Counsel, necessary to effectuate and implement the proposed License, including, without limitation, documents to amend, renew, or terminate the proposed License.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enter into a proposed License, as Enclosure A, with NEVHC, for a term not to exceed five years. The base rental costs shall be \$14,422.20 per month, with annual 3 percent rental increases.

The Property consists of a 6,708 square foot building located within the Property, otherwise referred to as the Santa Clarita Government Center, which contains various County departments that serve the public. NEVHC needs the proposed License to continue to operate the Valencia Health Center at this County-owned site. Prior to NEVHC utilizing the Property, the Department of Health Services (DHS) used the Property for health-care related services.

Since 1995, NEVHC has been located at the Property and assumed operations of DHS' health-care related services when the County privatized some of its health centers to balance its budget.

NEVHC has operated at this location under an agreement with DHS where they were able to provide health care services to the public from this Property under public private partnership agreements, and most recently a DHS MyHealthLA agreement. In 2024, NEVHC provided 12,467 health care visits (4,901 adult medicine, 3,645 Women's Health and 3,921 Pediatrics visits) for 3,749 low-income patients at the Property. NEVHC continues to occupy and provide much needed health care services and would like to enter into a new license agreement with the County so that it can continue providing services to the community. The services provided by NEVHC to the local community are necessary to meet the social needs of the County and serve public services, which benefit the County.

NEVHC was incorporated as a 501(c)(3) non-profit Joint Commission accredited Federally Qualified Health Center in 1971 that has been providing health care services to the public since its founding. NEVHC provides quality, safe, and comprehensive primary health care to medically underserved residents of Los Angeles County Service Planning Area (SPA) 2, in the San Fernando and Santa Clarita valleys.

In addition to paying rent, NEVHC is responsible for its proportionate share of operating expenses, maintenance, and utilities.

DHS is the proprietor of the Property and supports the recommended approval of the proposed License on the terms indicated herein.

Implementation of Strategic Plan Goals

The proposed License with NEVHC supports the Countywide Strategic Plan North Star 1 – “Make Investments That Transform Lives” – provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time.

The Countywide Strategic Plan North Star 3 – “Realize Tomorrow’s Government Today” – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed License is also consistent with the Strategic Asset Management Goal Strengthen connection between service priorities and asset decisions and Key Objective No. 4 and Guide Strategic Decision- Making.

The proposed License supports the above goals and objective by allowing the use of County property by a non-profit health care services provider for the benefit of the local community requiring health care services.

FISCAL IMPACT/FINANCING

Under the proposed License, NEVHC will pay the County a market rental rate of \$14,422.20 per month, which has been validated based on rental comparable in the Santa Clarita area for medical office space. Additionally, NEVHC will be responsible for their proportionate share of costs including operating expenses, maintenance, and utilities. It will be to the County’s benefit to generate revenue from this County asset and have the licensee responsible for recurring costs to maintain the property.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed License includes the following terms:

- The proposed License will expire on June 1, 2030.
- Either party has the right to terminate the proposed License early, with 30 days’ advance written notice.
- Annual rent is \$14,422.20 per month with 3 percent annual escalations.
- Licensee shall be responsible for its pro rata share of common area costs, as well as costs to secure, operate, and maintain the premises.
- Licensee shall have the use of 31 parking spaces on a first-come, first-served basis.

Pursuant to Government Code Section 26227, the Board of Supervisors (Board) may make available real property not needed for County purposes to non-profit entities for the operation of programs, which serve public purposes and are necessary to meet the social needs of the populace of the County. NEVHC, a 501(c)(3) non-profit service provider, will continue to operate a health care program from the Property to meet the needs of the local population of the County.

County Counsel has approved the proposed License as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed License is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The continuing operations of the nonprofit organization should not have any impact on current County services.

Respectfully submitted,



Joseph M. Nicchitta
Acting Chief Executive Officer

JMN:JG:JTC
JLC:HD:MGR:RH:ja

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Health Services

EXCLUSIVE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this _____ day of _____, 2025 (Effective Date"), by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("Licensor" or "County") and NORTHEAST VALLEY HEALTH CORPORATION ("Licensee").

RECITALS:

A. **WHEREAS**, County is the owner of certain real property more commonly known as the Santa Clarita Government Center ("Center") located at 23740-23757 Valencia Blvd, Santa Clarita, CA 91355, also known as a portion of Assessor's Parcel Numbers 2861-009-901, 2861-009-908, and 2861-009-909, improved with various one-story buildings, and adjacent surface parking lots on County-owned land, and County is authorized to grant a license for use of a portion of the Center pursuant to Gov. Code sections 25537 and 26227; and

B. **WHEREAS**, the County's Valencia Health Center occupies space in one of the buildings ("Building") located within the Center at 23763 Valencia Blvd., Santa Clarita, and contains approximately 6,708 square feet of medical office space (the "Property") and adjacent parking lots for use by the public and the County (the "Parking"), as further depicted on the Site Plan attached hereto as Exhibit "A".

C. **WHEREAS**, the County, through the County's Department of Health Services, previously entered into a My Health LA Program Services Agreement ("Agreement") with Licensee to operate a medical clinic on a portion of the Property, with said Agreement having an expiration date of January 31, 2024, and while the Agreement terminated, Licensee has continued to use the Property to provide health care related services at sufferance; and

D. **WHEREAS**, Licensee desires to use said Property, during the term, as described herein for the purposes of providing health care related services; and

E. **WHEREAS**, County wishes to grant a License to Licensee upon the following terms and conditions.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. LICENSED AREA AND USE

1.1 Licensed Area. County hereby provides an exclusive License to Licensee and Licensee hereby agrees to the use upon the terms and conditions hereinafter set forth, at the Property for the purposes described in Sections 1.2, 1.3 and 1.4, of the portion of the Property as depicted on Exhibit "A" attached hereto and incorporated by this reference (the "Licensed Area").

1.2. Access. The Licensee shall be allowed to access the Licensed Area during the regular operating hours and days of the week as outlined in Exhibit "B", attached hereto and incorporated herein. Licensee shall have the right to access the Licensed Area 24 hours per day, 7 days per week in case of emergencies.

1.3 Use. The Licensed Area shall be used only by the Licensee for the purposes of office, medical, and administrative purposes and provide medical and health care services to

the public pursuant to the Building Regulations as outlined on Exhibit "C", attached hereto and incorporated herein, and such other purposes as are related thereto. County shall not be liable for damages or any error with regard to the admission to or exclusion from the Licensed Area, of any persons or invitees.

1.4 No Alterations nor Improvements. Licensee shall only be able to occupy and use the Licensed Area and no other alterations or improvements to the Licensed Area are permitted unless written approval is first obtained from the County's Department of Health Services ("DHS"). Upon written approval, all improvements and alterations are to be made at Licensee's expense and at no cost to the County.

1.5 Non-approved Alterations and/or Improvements. In the event that Licensee makes any alterations or improvements in violation of Section 1.4 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- a. Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- b. Remove the alterations or improvements and charge Licensee for the cost of such removal;
- c. Notify Licensee of County's intent to retain, upon termination of the License, any and all improvements installed by Licensee in violation of Section 1.3; and/or
- d. Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.6 As-Is Condition. Licensee acknowledges that it has performed personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its "AS-IS" physical condition and shall make no demands upon County for any improvements or alterations thereof, except to the extent of any maintenance or repair obligations expressly provided herein. County makes no warranty, express or implied, as to the suitability of the Licensed Area for Licensee's use; its physical condition, including the condition and stability of the Property; and the presence of pollutants or contaminants therein.

1.7 Title. Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Licensed Area, and covenants and agrees never to assail, contest, or resist said title.

2. TERM

2.1 Term. The term of the License shall commence upon execution of this License by the County (the "Commencement Date") and terminate on June 1, 2030, unless terminated earlier as provided in this License. If Licensee remains on the Property after termination of this License, at County's sufferance, it shall be at the County's sole discretion, which can be terminated on 15 days prior written notice ("Grace Period"). Use of the Licensed Area during this Grace Period shall be subject to the terms and conditions of this License and shall not create any possessory rights in Licensee or be construed to create a month-to-month tenancy.

2.2 Termination. The License may be terminated by either party hereto at any time during the term by providing at least thirty (30) days advance written notice to the other party before the intended date of termination. Should the License be terminated, all obligations, duties, and

rights shall cease as of the date of termination. Notwithstanding the foregoing provision, this License may be immediately cancelled by the County in the event of an emergency or unsafe condition.

2.3 Termination by Default of Licensee. Subject to Section 4 of this License, in the event of any default by Licensee under this License or the Operating Responsibilities, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County. If County shall elect to terminate this License, then it may recover any or all amounts from Licensee as provided under California law.

3. CONSIDERATION

3.1 Consideration. Consideration for this license shall be base monthly rent in the amount of \$14,422.20 per month ("Base Monthly Rent") payable to the County on the first day of each and every month by check payable to the County of Los Angeles with payment to be made at the address shown in the notices section.

3.2 Base Rent Adjustment. Commencing with the first anniversary of the Commencement Date, and for any period thereafter ("Anniversary Date"), the Base Rent set forth in Paragraph 3.1. above shall be subject to an adjustment. Commencing as of the Anniversary Date, the monthly Base Rent shall be increased by three percent (3%).

3.3 Late Payments. Rent shall be payable on the first day of each and every month. In the event payment is not made on or before the first day of the month, the Rent shall bear interest from the date due until the date paid in full, at ten percent (10%) per annum, and shall constitute a Material Default hereunder if not paid within ten (10) days after the due date. The interest charge provided in this Section 3.3 may be waived by County's Chief Executive Officer ("CEO") or her authorized designee, whenever the CEO finds such late payment excusable, in her sole discretion, by reason of extenuating circumstances. County shall not be obligated at any time during the term herein provided to notify Licensee of the accumulation of penalty charges.

4. COMMON AREA MAINTENANCE

4.1 Licensee shall be responsible for any and all expenses and costs in connection with the Licensed Area, shared use space, and common areas within the Santa Clarita Government Center known as the Common Area Maintenance ("CAM") charges to be assessed to Licensee according to Licensee's space occupancy within the Santa Clarita Government Center. Said CAM charges will be assessed by the County and billed to Licensee with payment required within thirty (30) days of receiving documented invoice therefor. In the event payment is not made on or before the first day following 30 days of receiving notice, a late fee shall be assessed by the County ("Late Fee") and shall constitute a Material Default hereunder if not paid within ten (10) days after the due date. County shall not be obligated at any time during the term herein provided to notify Licensee of the accumulation of penalty charges.

5. AUDIT

With the audit documents submittal date to be determined by the County, County will have the right to audit any and all of Licensee's records in the aggregate including financial statements, revenue and expense reports, records, certifications, licenses, and permits related to their use of the Licensed Area with the exception of any Protected Health Information ("Audit"). Licensee shall submit Licensee's California Department of Health Care Access and Information ("HCAI") report tailored to the site Licensee operates at the Licensed Area to Lessor within sixty (60) days of

submitting the HCAI report to the state of California.

6. OPERATING RESPONSIBILITIES

6.1 Compliance with Laws. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all City, State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction thereover, including but not limited to the City of Los Angeles and/or the County of Los Angeles. Licensee shall maintain the Licensed Area in compliance with all applicable County ordinances and City of Los Angeles ordinances and State and Federal laws and regulations.

6.2 Signs. Licensee shall not post additional signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

6.3 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges, which may be made for the removal thereof.

6.4 Security. The Licensee shall be responsible at its expense for securing the Licensed Area to standards determined by the County, provided, however that security of the Licensed Area ultimately shall be the responsibility of Licensee. County shall not be liable to Licensee, its vendors, visitors, invitees or any other parties for any injury, death, theft, loss or damages occurring within or related to the Licensed Area. Licensee has made the determination that the Licensed Area is adequate and safe for the uses contemplated under this License. Should Licensee deem otherwise in the future, security measures deemed necessary shall be installed and/or provided by Licensee at its expense subject to County's approval of the required improvements and/or security personnel.

6.5 Operations and Maintenance. Throughout the term of this License, Licenser shall maintain the exterior of the Licensed Area and all the major Building systems, including without limitation, the Building, the foundation, floors, walls, roof and structure thereof, and the plumbing, HVAC system, and electrical systems located therein, and all parts of the exterior, including the sidewalks, lighting, curbs, trash enclosures, landscaping, and parking lot, in good condition and repair. Licensee shall be responsible for any and all operating and maintenance expenses and janitorial and repair costs in connection with the Licensed Area and Licensee's use of the Licensed Area. Licensee shall notify County prior to undertaking any maintenance and/ or repairs performed during the License Term.

6.6 Utilities. Licensee shall be responsible for any and all utility costs associated with the Licensed Area, including without limitation, effluent treatment, water, sprinkler standby charges, electricity, gas, other lighting, heating, and power, and other utility rents and charges accruing in connection with the Licensed Area, during the Term. Said utility rents and charges will be assessed by the County and billed to Licensee with payment required within thirty (30) days of receiving documented invoice therefor. In the event payment is not made on or before the first day following 30 days of receiving notice, a late fee shall be assessed by the County ("Late Fee") and shall constitute a Material Default hereunder if not paid within ten (10) days after the due date. County shall not be obligated at any time during the term herein provided to notify Licensee of the accumulation of penalty charges.

6.7 Licensee's Improvements/Alterations to Licensed Area. Licensee shall not make or perform any alterations and/or improvements to the Licensed Area, unless written approval is first obtained from the County's Department of Health Services. All improvements and alterations are to be made at Licensee's expense and at no cost to the County. Any improvements performed by Licensee, following County's review and approval of said improvements and their cost, will be credited to Licensee as Base Rent.

6.8 County' Rights of Access/Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code. County, its agents and representatives, shall have the right (without any obligation) to enter the Licensed Area, in its capacity as Lessor: (i) to inspect the same; (ii) to exercise such rights as may be permitted hereunder; (iii) to make repairs or alterations to the Licensed Area; (iv) to make repairs or perform other obligations if Licensee fails to do so as required hereunder (but the County shall have no duty whatsoever to make any such inspections, repairs, alterations, additions or improvements except as otherwise expressly provided in this License); (v) to deal with emergencies; (vi) to post such notices as may be permitted or required by law to prevent the perfection of liens against County's interest in the Licensed Area; (vii) to exhibit the Licensed Area to prospective Licensees during the months preceding expiration of the Term and at any reasonable time during the Term to show the Licensed Area to prospective purchasers, landlords and mortgagees; or (viii) for any other purpose as County may deem necessary or desirable.

6.8.1 Inspection and Inspection Fees. County shall have the right to inspect the Licensed Area on an annual basis, or as necessary by County, and shall charge Licensee approximately \$1,000 for each inspection. Licensee shall provide payment to County no later than 30 business days following the most recent inspection date.

6.9 Access to County Facilities. Licensee shall be responsible for maintaining the Licensed Area in compliance with the Americans with Disabilities Act (ADA).

6.10 Marketing Program. No marketing activities shall be undertaken without the approval of the County. Should such a program be created, Licensee shall bear all the costs for the program.

6.11 Lighting. Licensee will have the right to install and operate all light fixtures necessary to comply with California Financial Code Section 13000.

6.12 Hazardous Materials. Licensee agrees to indemnify and hold harmless Lessor from and against any and all liability arising out of the use, generation, storage, or disposal of any hazardous materials, including but limited to medical waste such as syringes, bandages, sheets; or toxic substances by Licensee, including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification, and the preparation of any closure or other required plans, to the full extent that such action is attributable to the use, generation, storage, or disposal of hazardous materials or toxic substances by Licensee on the Licensed Area during the term of this License. The provisions of this section shall survive the expiration or earlier termination of the term of this License.

6.13 Condition of Licensed Area at Termination. Licensee shall remove at the expiration of the Term, early termination of the Term of this License, or at the expiration of any Grace Period,

and at its own expense, all fixtures, equipment, furniture, and all other personal property (collectively "Licensee Equipment") placed or installed in or upon the Licensed Area by Licensee. In the event Licensee removes any or all fixtures pursuant to this Section, Licensee shall restore the Licensed Area to the original condition which existed upon the Commencement Date of this License, ordinary wear and tear excepted. Prior to vacating the Licensed Area, Licensee shall perform a walkthrough with County to ensure that all of Licensee's items are removed and all that remains on the Licensed Area are those items approved by County.

7. PARKING

All parking on the Licensed Area will be administered and regulated by the County. Licensee will have use of the surface parking lot adjacent to the Licensed Area and shall be provided with 31 parking spaces, as depicted in Exhibit "A", on a first-come, first-served basis. County shall have the right to use the parking as needed by the County. County shall have the right to use the parking as needed by the County. Licensee shall be responsible for any one-time costs for card keys, hang tags, etc., that will be required to identify staff vehicles parked within the Parking. If in the future, the County charges its staff and clients, and/ or other entities for parking in the Parking and/or Licensed Area, then the County would charge Licensee at the same rate. Licensee shall be entitled to have its staff, employees, patients, and contractors park in the Parking during Operating Hours only.

8. INDEMNIFICATION AND INSURANCE REQUIREMENTS: During the term of this License, and through any Grace Period, if any, the following indemnification and insurance requirements shall be in effect.

I. INDEMNIFICATION:

Licensee shall indemnify, defend and hold harmless the County, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Licensee's repair, maintenance and other acts and omissions arising from and/or relating to the Licensee's use of the Licensed Area.

II. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Without limiting the Licensee's indemnification of Lessor and during the term of this License and for any Grace Period, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Lessor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

A. Evidence of Coverage and Notice to Lessor

- Certificate(s) of insurance coverage (Certificate) satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy shall be delivered to Lessor at the address shown below and provided prior to the start day of this License.

- Renewal Certificates shall be provided to Lessor not less than 10 days prior to Licensee's policy expiration dates. The Lessor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Lessor required endorsement forms.
- Neither the Lessor's failure to obtain, nor the Lessor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
 Chief Executive Office
 Real Estate Division-County Owned Section
 555 West Fifth Street, 36th Floor
 Los Angeles, CA 90013

Licensee also shall promptly notify Lessor of any third-party claim or suit filed against Licensee, which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or Lessor.

B. Additional Insured Status and Scope of Coverage

The Lessor, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Lessor and its Agents), shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the Licensed Area. Lessor's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Lessor. The full policy limits and scope of protection also shall apply to the Lessor as an additional insured, even if they exceed the Lessor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of/or Change of Insurance

Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in the Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee and pursue Licensee for reimbursement.

Use of the Licensed Area shall not commence until Licensee has complied with the insurance requirements and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

E. Compensation for County Costs

In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

F. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Licenser, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licenser.

G. Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licenser. Any Licenser maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

H. Waiver of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against Licenser under all required insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

I. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the Lessor to pay any portion of any Licensee deductible or SIR. The Lessor retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the Lessor, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Lessor Review and Approval of Insurance Requirements

The Lessor reserves the right to review and adjust the Required Insurance provisions, conditioned upon Lessor's determination of changes in risk exposures.

III. INSURANCE COVERAGE TYPES AND LIMITS

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Lessor and its Agents as an additional insured, with limits of not less than:

| | |
|--|--------------|
| General Aggregate: | \$ 6 Million |
| Products/Completed Operations Aggregate: | \$ 3 Million |
| Personal and Advertising Injury: | \$ 3 Million |
| Each Occurrence: | \$ 3 Million |

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to

this License, including owned, Licensed, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Commercial Property Insurance. Such insurance shall:

- Provide coverage for Lessor's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Licensee and Lessor as their interests may appear.

E. Sexual Misconduct Liability. Such insurance shall:

- Cover actual or alleged claims against Licensee for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

F. Professional Liability/Errors and Omissions. Such insurance shall:

- Cover Licensee's liability arising from or related to this Licensee Services/Permitted Uses, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this License Agreement's expiration, termination or cancellation.

9. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, sublet, hypothecate or mortgage its right or interest in the Licensed Area or any portion thereof, by, through, or pursuant to this License,

10. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment

Practices Act; and the Americans with Disabilities Act.

11. DEFAULT

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, and such default continues and is not cured within five (5) days following receipt of written notice to Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

11.1 Termination of License and Remedies.

In the event of any default by Licensee, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County. If County shall elect to terminate this License, then it may recover any or all amounts from Licensee as provided under California law.

11.2 County's Right to Cure Licensee's Defaults.

County may at any time after Licensee commits an act of default pursuant to this License, upon ten (10) days' notice, or a shorter period if additional damage may result, cure such act of default for the account and at the expense of Licensee.

11.3 Remedies Cumulative.

All rights and remedies of County under this License shall be nonexclusive of and in addition to any other remedy available to County at law or in equity.

12. WAIVER

12.1 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

12.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

13. SURRENDER

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good broom clean condition as to be determined by County.

14. ENFORCEMENT

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County, and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

15. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

16. **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Northeast Valley Health Corporation
Kimberly Wyard, Chief Executive Officer
1172 North Maclay Avenue
San Fernando, CA 91340

or such other place as may hereinafter be designated in writing to the County by Licensee.

Notice served by mail upon County shall be addressed to:

County of Los Angeles
Chief Executive Office
Real Estate Division
555 West Fifth Street, 36th Floor
Los Angeles, CA 90013
Attn: Joyce L. Chang, Senior Manager

AND

County of Los Angeles
Department of Health Services-
Contract Programs and Special Services
313 N. Figueroa St.,
Los Angeles, CA 90012
Stephen Scott, Director of Capital Projects

With a copy to:

County of Los Angeles
Office of the County Counsel
648 Kenneth Hahn Hall of Administration
500 West Temple Street, Sixth Floor
Los Angeles, California 90012
Attention: County Counsel - Property Division

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

All rental payments should be made payable to County of Los Angeles and mailed to:

County of Los Angeles
A-C Administrative Services Division
500 W. Temple Street, Room 515
Los Angeles, CA 90012
Attn: Franchises and Concessions

17. **REPAIR OF DAMAGE**

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the Property on which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees, or visitors, including any equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by California licensed contractors; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

18. **DAMAGE OR DESTRUCTION**

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

19. **SOLICITATION OF CONSIDERATION**

19.1 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent who has had any involvement in the negotiation, consummation or administration/management of a license.

19.2 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the License being terminated.

20. **CONFLICT OF INTEREST**

No County employee whose position in County service enables him/her to influence obtaining or awarding any License, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

21. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

22. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

23. TAXATION OF LICENSED AREA

23.1 The Parties acknowledge that the Licensed Area may be subject to Possessory Interest Taxes (as defined in California Revenue and Taxation Code Section 107) and that such taxes will be paid by Licensee. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

23.2 Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges, which at any time may be levied, by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

23.3 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area, which Licensee is, obligated to pay, Licensee will be in default of the License.

23.4 County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a License and no real estate interest is being conveyed herein.

24. ASSESSMENTS AND OTHER CHARGES

Licensee's use of the County-owned Licensed Area may be subject to assessments and/or other charges assessed and/or charged by the County for Licensees occupancy and use of the County property. Licensee agrees to pay any assessments assessed on any such interest. Licensee is required to pay assessments upon receipt by County and before delinquency on any and all assessments due and arising from this License.

25. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

26. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

27. NONDISCRIMINATION

Licensee certifies and agrees that all persons thereby and/or the affiliates, subsidiaries, or

holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Acts; the Cartwright Act; and the State Fair Employment Practices Act. Licensee certifies and agrees that all persons invited on the Licensed Area by Licensee shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and compliance with all Federal and State laws prohibiting discrimination in employment, including but not limited to the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment and Housing Act.

28. ELECTRONIC SIGNATURE/COUNTERPARTS

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered had been signed using a handwritten signature. County and Licensee (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction

29. ENTIRE AGREEMENT

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles has caused this License to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

LICENSEE:

NORTHEAST VALLEY HEALTH CORPORATION, a non-profit organization

By: Kimberly Wyard

Name: Kimberly Wyard

Its: Chief Executive Officer

COUNTY OF LOS ANGELES:

JOSEPH M. NICCHITTA
Acting Chief Executive officer

By: _____

John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Dawyn R. Harrison
Deputy

EXHIBIT "A"
LICENSED AREA

EXHIBIT "B"
Permitted Uses

Primary care: Internal Medicine, General Medicine, Adult Medicine, Chronic Disease Management, Pediatrics-Sick/Well Child, OB, GYN, Family Planning, Sexually Transmitted Diseases, Screening/Treatment, Immunizations, Prevention, Care & Screenings, Care Coordination, Case Management, Dental Services, Health Ed, Med Nutrition Therapy CLIA waived testing, Referral to X-ray, OB US, Behavioral health counseling.

Number of staff

29

Number of parking

31 regular parking spaces

Operating Hours:

The regular hours of operation for the Licensed Area will be as follows: Monday/Tuesday/Thursday/Friday from 8:00 a.m.- 12:00 p.m. and 1 :00 p.m.-5:00 p.m.; Wednesday 9:00 a.m.- 12:00 p.m., and 1 :00 p.m.-5 p.m.

EXHIBIT C
BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply to the Licensed Area, the Parking associated therewith, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by Licensee or its invitees, guests, agents and contractors, or used for purposes other than ingress and egress to and from the Licensed Area and for going from one to another part of the Building as applicable.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by any Licensee Party shall be paid by Licensee.

3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Licensed Area or Building without the prior written consent of County. Lessor hereby consents to Licensee posting Licensee's hours of operation.

4. Movement in or out of the Licensed Area or Building of furniture or equipment, or dispatch or receipt by Licensee of any bulky material, merchandise or materials shall be conducted in a safe manner. Licensee assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of County if damaged or injured as a result of acts in connection with carrying out this service for Licensee.

5. County shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by County, stand on such platforms as determined by County to be necessary to properly distribute the weight, which platforms shall be provided at Licensee's expense. Business machines and mechanical equipment belonging to Licensee, which cause noise or vibration that may be transmitted to the structure of the Licensed Area or to any space therein to such a degree to be objectionable to County, shall be placed and maintained by Licensee, at Licensee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Licensed Area must be acceptable to County. County will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Licensee or the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Licensee.

6. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than service animals) shall be brought into or kept in, on or about the Licensed Area.

7. Licensee shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Building.

8. No machinery of any kind shall be operated by Licensee in the Licensed Area without County's prior written consent, nor shall Licensee use or keep in the Building any flammable or explosive fluid or substance other than the items listed on Exhibit C-1 and such other generally available cleaning supplies or fluids or substances used in connection with a health care clinic, so long as such fluids or substances are stored pursuant to the Manufacturer's instructions or recommendations.

9. County will not be responsible for lost or stolen personal property, money or jewelry from the Licensee or Building or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

10. No vending or dispensing machines of any kind may be maintained in the Licensed Area or Building, without the County's express written permission.

11. Except the communications closet which Licensee has access to and Licensee has cables in the closet, Licensee may not enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Building unless accompanied by County employee(s), unless required in case of emergency or to access Data Lines. Licensee shall not modify, damage, or repair any electrical or mechanical building systems, without the express written permission of County.

12. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities subleased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky.

13. Canvassing, soliciting or peddling in or about the Licensed Area or Building is prohibited and Licensee shall cooperate to prevent same.

14. County reserves the right to prevent access to the Licensee and Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

15. Other than Licensee having a central pharmacy that Licensee couriers pharmaceuticals from the central pharmacy and patients pick up the pharmaceuticals at the Licensed Area, Licensee shall not sell, or permit the sale of newspapers, magazines, periodical or any other goods or merchandise to the general public in or on the Licensed Area or Building. Licensee shall not use the Licensed Area for any business or activity other than that specifically provided for in this License.

16. Licensee shall not install any radio or television antenna, loudspeaker or other devices on the roof or exterior walls of the Licensed Area or Building. Licensee shall not go upon the roof of the Building.

17. Except in the ordinary course of business such as putting diplomas on the office walls, Licensee shall not mark, drive nails, screw or drill into the partitions, walls, woodwork or plaster or in any way deface the Licensed Area or any part thereof, except in accordance with the provisions of the License pertaining to alterations. Licensee shall not cut or bore holes for wires. Licensee shall not affix any floor covering to the floor of the Licensed Area in any manner except as approved by County. Licensee shall repair any damage resulting from noncompliance with this rule.

18. Licensee shall store all its trash and garbage within the Licensed Area or in other facilities provided by County. Licensee shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by County.

19. The Licensed Area or Building shall not be used for the storage of merchandise held for sale to the general public, or for manufacturing of any kind. No cooking shall be done or permitted within the Licensed Area or Building, except the use by Licensee of Underwriter's Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages or use of microwave ovens shall

be permitted, provided that such equipment and use is in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and such equipment does not adversely impact or damage the electrical outlets, panels or systems.

20. Without the written consent of County, Licensee shall not use the name of the Building in connection with or in promoting or advertising the business of Licensee. Lessor acknowledges and hereby consents to Licensee using the name of the Building on Licensee's website, and in a variety of brochures, flyers, pamphlets, apps, and information publicly distributed including on various websites, social media posts, or other methods.

21. Licensee shall comply with all safety, fire protection and evacuation procedures and regulations established by County or any governmental agency from time to time.

22. No firearms of any kind shall be permitted within the Licensed Area or Building.

23. Licensee shall not obstruct, alter, or in any way impair the efficient operation of County's heating, ventilating and air-conditioning system.

24. Licensee shall give County prompt notice of any accidents or defects in the water pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

25. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the License between County and Licensee.

26. County reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Licensed Area or Building and for the preservation of good order therein. Licensee agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted. Though such new rules shall not impact the ability of Licensee, Licensee's patients, and Licensee's staff, employees, contractors, guests, and invitees, to access and utilize the Licensed Area for the permitted purposes.

27. Licensee shall be responsible for the observance of all of the foregoing rules by Licensee's employees, agents, clients, customers, invitees and guests.