

NAPA COUNTY AGREEMENT NO. 260023B

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Sublease Agreement”) is made and entered into in Napa County, California, this 1st day of July, 2025, (“Effective Date”) by and between UP VALLEY FAMILY CENTERS, a California not for profit 501(c)(3) Corporation ("Sublessor") and NAPA COUNTY, a political subdivision of the State of California ("County," and collectively with Sublessor, the “Parties”).

RECITALS

- A. St. Helena Hospital dba Adventist Health St Helena (“Landlord” or “Lessor”) is the owner of certain real property identified as Assessor’s Parcel Number 011-234-002, located at 913 Washington Street, Calistoga, California (“Property”).
- B. On April 1, 2025, St. Helena Hospital and Sublessor entered into that certain Master Lease Agreement (“Master Lease”), as shown in Exhibit A, leasing the premises consisting of office space, comprised of a total area of approximately 2,593 square feet of office space for community outreach business purposes.
- C. Sublessor, previously co-located with County’s Health and Human Services Agency (“HHSA”) to serve mutual clients, has relocated to the Property and the Parties desire to continue co-location to increase the accessibility of services to residents residing up valley.
- D. As required under Section 9.1 of the Master Lease, Sublessor has obtained the Landlord’s prior written consent to a Sublease to County.
- E. Sublessor desires to sublease to County, and County desires to sublease from Sublessor a portion of the Property, consisting of Suites 2 and 3, approximately 167 square feet “(Subleased Premises” or “Premises”) to house various programs for County’s HHSA.
- F. For good and valuable consideration, the sufficiency of which is acknowledged, County and Sublessor agree as follows:

AGREEMENT

ARTICLE I – DESCRIPTION OF PREMISES

1.1 Description of Premises. Sublessor hereby Subleases to County, and County hires from Sublessor, on and subject to all of the conditions hereinafter set forth, those certain Premises with appurtenances situated in the City of Calistoga, County of Napa, State of California, and described as follows:

That portion of Landlord's building and property identified as APN 011-234-002, in said City and County, situated at 913 Washington Street, Calistoga, having a total subleased area of approximately 167 square feet of office space in Suites 2 and 3 and non-exclusive use of common areas including the provider room, classroom, nurses station break area/kitchen and waiting area of the Property, as depicted in Exhibit B to this Sublease Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Sublease Agreement and its Exhibit(s).

1.2 Use of Premises. County shall use the Subleased Premises to house various programs for the Napa County Health and Human Services Agency.

1.3 Facilities, Utilities, Custodial, Maintenance, Furnishings and Equipment Furnished by Sublessor, Keys, Taxes, County's Remedies, Alterations, and Annual Inspection. To the extent the following obligations are passed on to the Sublessor in the Master Lease, and are not the obligation of the Lessor, the obligations are further apportioned among the Parties as follows:

1.3.1 Heating, Lighting, Water and Electrical Service. It is understood and agreed that Sublessor shall provide satisfactory and adequate heating, air conditioning, water, and electrical service facilities for the Subleased Premises. Sublessor agrees to maintain such facilities in reasonably good working order, repair and operation during the term of this Sublease Agreement.

1.3.2 Payment of Utility Bills and Services. Sublessor agrees to pay for all gas and electricity, water, sewer, and garbage service during the term of the Sublease.

1.3.3 Custodial Services. Sublessor agrees to provide routine custodial services within the Premises, including but not limited to office space and common areas including the provider room, classroom, nurses station break area/kitchen and waiting area.

1.3.4 Pest Control Services. Sublessor is responsible for and agrees to pay for pest control service.

1.3.5 Maintenance Service. Sublessor agrees to maintain the exterior of the Subleased Premises including but not limited to providing and properly caring for and maintaining all grounds landscaping, paving, and walkways. Sublessor shall be responsible for the ongoing maintenance and repair of walls, roof, windows, foundation, heating and air conditioning units, and light fixtures. Sublessor agrees to maintain the interior of the Subleased Premises in good condition and repair, subject to reasonable use and wear thereof.

1.3.6 Common Area Maintenance. Sublessor shall be responsible for common area operation, repair, and maintenance charges, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area Lighting facilities, building exteriors and roofs, fences and gates.

1.3.7 Telephone, Computer and Wi-Fi Services. County shall be responsible for obtaining and paying for necessary connectivity of telephone, computer, server and access to County remote network. Sublessor agrees to arrange and pay for necessary connectivity of Wi-Fi services and internet.

1.3.8 Taxes. Sublessor agrees to pay all City, County, State or Federal taxes of any type whatsoever relating to the Subleased premises, the building which the Subleased premises are contained within and appurtenances thereto.

1.3.9 Furnishings and Equipment Provided by Sublessor. [RESERVED]

1.3.10 Lock Change. County shall not alter any lock or install a new or additional lock or new bolt on any door of the Subleased Premises without prior written consent of Sublessor. If Sublessor grants such consent, County shall in each case furnish Sublessor with a key for any such lock. Upon expiration or termination of this Sublease, County shall promptly deliver to Sublessor all keys which shall have been furnished to County or which County shall have had made.

1.3.11 Keys and Fobs. Sublessor shall provide County with keys and appropriate security codes for security devices or systems necessary to access the Subleased Premises. Upon expiration or termination of this Sublease, County shall deliver to Sublessor all keys and fobs which shall have been furnished to County.

1.3.12 Business Hours. Normal business hours for the building shall be 08:30 a.m. to 5:00 p.m. Monday through Friday. Evening and weekend hours may vary. County shall ensure its business hours do not violate any local rules, ordinances, or regulations.

1.3.13 County's Remedies. Sublessor shall have 20 days after notice from County to commence to perform its obligations under this Article, except that Sublessor shall perform its obligations immediately if the nature of the problems presents a hazard or emergency. If Sublessor does not perform its obligations within the time limitations in this paragraph, County may perform the obligations and be reimbursed by Sublessor for the sum County actually expends in the performance of Sublessor's obligations. If Sublessor does not reimburse County within 30 days after demand from County, County shall have the right to withhold from future rent due the sum County has expended until County is reimbursed in full.

1.3.14 Alterations. County shall not alter, change or modify the Subleased premises in any manner or permit any alterations without the written consent of Lessor except for nonstructural alterations to the interior of the premises which County requires in order to conduct its business on the premises, for which no prior consent of the Sublessor shall be required. For the purpose of this paragraph, all interior walls shall be considered structural improvements. In either event, any alteration or additions shall become the property of Lessor with the exception of personal property that can be removed without injury to the

premises, which shall remain the property of County.

1.3.15 Signs. In Connection with its permitted activities, County shall install only those on-and-off-premises signs permitted by applicable laws, ordinances, and regulations.

1.3.16 County Real Property Sublease Annual Inspection. County's Public Works Property Management Division staff and Safety Officer shall have unobstructed access to the Subleased Premises, including common areas, for visual observation and non-intrusive physical examination of the subject areas during annual walk-through inspections. The intent of the annual inspection is to identify major health and safety concerns in locations leased from external entities where County provides public service, living environments, or work environments, and where no maintenance or custodial responsibility is conducted by County. Division staff will contact Sublessor to arrange a mutually agreeable date and time for the annual inspection. If conditions are identified during the annual inspection that would threaten the health and safety of County's staff or any members of the public, Division staff or Safety Officer will report said deficiencies to County's HHSA and Sublessor within five (5) business days of the date of the annual inspection. The report will specifically identify the deficiencies and establish a time frame for County and/or Sublessor to cure the deficiencies. The time frame to cure deficiencies will reflect the seriousness of the issues identified and the impact to Sublessee programs. If the deficiencies identified are a significant threat to the health and safety of County employees, clients, or visitors, County reserves the right to suspend use of the Subleased Premises until such time as the deficiencies have been cured. Rent owed during this period shall be pro-rated to reflect actual use of the location.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Sublease Agreement. The term of this Sublease shall begin on the Effective Date entered on page 1 of this Sublease Agreement. Unless terminated earlier in accordance with this Article, the term of the Sublease Agreement shall terminate on March 30, 2028.

2.2 Termination for Convenience. Both County and Sublessor may terminate this Sublease Agreement at its sole option and for its convenience, by giving 90 days prior written notice of such termination to the other party. The termination of the Sublease Agreement shall be effective 90 days after receipt of the notice by the Sublessor. All rents will remain due and payable during the termination notice period. For purposes of this Paragraph, notice of termination on behalf of County may be given by the Director of Health and Human Services and/or the Director of Public Works.

2.3 Termination for Cause. If County defaults in the payment of rent or in the performance of any of the other covenants or conditions of this Sublease Agreement, Sublessor shall give County notice of such default and if County does not cure such default, or take substantial steps toward such a cure to the satisfaction of Sublessor, within ten (10) days after the giving of such notice, then Sublessor may either terminate this Sublease Agreement forthwith or continue this Sublease

Agreement in full force and effect for such time as Sublessor specifies by written notice to County. Upon Sublessor's election to terminate this Sublease Agreement due to default by County, County shall immediately quit and surrender the premises to Sublessor. If this Sublease Agreement is terminated by Sublessor for such default, Sublessor may at any time thereafter resume possession of the Subleased premises by any lawful means and remove County or other occupants and their effects. If Sublessor defaults in the performance of any of Sublessor's obligations of this Sublease Agreement, County shall give Sublessor notice of such default and if Sublessor does not cure such default, or take substantial steps toward such a cure to the satisfaction of County, within ten (10) days after the giving of such notice, then County may either terminate this Sublease Agreement, allowing sufficient time for County to vacate the Premises, as specified in the written notice to Sublessor. During the time set forth in such notice, the terms of this Sublease Agreement shall remain in full force and effect and County shall continue to pay rent at the rate set forth in this Sublease Agreement for the time that County occupies the Premises.

2.3.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Sublessor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.2.

2.4 Purchasing Agent's Authority. The County Purchasing Agent, Director of Health and Human Services and/or the Director of Public Works or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Sublease Agreement.

2.5 Surrender of Premises Upon Expiration of the Sublease Agreement and Holdover. Upon expiration of this Sublease Agreement or termination thereof in any lawful manner, County shall surrender and deliver up the Subleased premises and fixtures and furnishings provided by Sublessor in as good order and condition as the same were upon the date of commencement of this Sublease Agreement, or in which they may have been put in compliance with the provisions of this Sublease Agreement during the term or any renewals or extensions thereof, reasonable wear, tear and use excepted. If County, with Sublessor's consent, remains in possession of the Subleased premises after expiration or termination of the Subleased Agreement, such continued possession by County shall be deemed to be a month-to-month tenancy terminable on 30 days' written notice given at any time by either party. All provisions of this Sublease Agreement shall apply to such holdover month-to-month tenancy.

ARTICLE III – RENT AND SECURITY DEPOSIT

3.1 Rent. The total monthly rental amount for the Subleased premises from commencement of the term through March 30, 2028 shall be payable in arrears during the periods noted:

July 1, 2025 through March 30, 2026	\$700.00 per month
April 1, 2026 through March 30, 2027 (2.5% increase)	\$717.50 per month
April 1, 2027 through March 30, 2028 (2.5% increase)	\$735.44 per month

April 1, 2028 through March 30, 2028 (2.5% increase) \$753.83 per month

3.2 Procedure for Payments. It is understood and agreed that County will pay Sublessor the monthly rental in arrears as long as this agreement remains in full force and effect.

3.3 Security Deposit. [RESERVED]

ARTICLE IV – INSURANCE

4.1 Insurance. Sublessor and County shall obtain and maintain in full force and effect throughout the term of this Sublease Agreement, and thereafter as to matters occurring during the term of this Sublease Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Sublessees. County shall require any Sublessees and any other entity or person using the Subleased Premises under this Sublease Agreement to comply with the insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. Sublessor shall defend, indemnify, and hold harmless County as well as its officers, agents, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for all liability or claims for injury to any person or damage to any property occurring in, on, or about the Subleased Premises, or any common areas, or arising from any negligent or intentional act or omission of Sublessor or the officers, agents, or employees of Sublessor. County shall defend, indemnify, and hold harmless Sublessor as well as its officers, agents, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for all liability or claims for injury to any person or damage to any property occurring on those Subleased Premises exclusively within the County's control or arising from any negligent or intentional act or omission of County or the officers, agents, or employees of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

ARTICLE VI – DESTRUCTION – DUTY OF REPAIR

6.1 If Repairable. If, during the term of the Sublease, the Subleased premises or the building and other improvements in which the Subleased premises are located are totally or partially destroyed from any cause, rendering the Subleased premises totally or partially inaccessible or unusable, Sublessor shall restore the Subleased premises or the building and other improvements in which the Subleased premises are located to substantially the same condition as they were in immediately before the destruction if the restoration can be made under the existing laws and can be

completed within 90 working days after the date of the destruction. In the event of such timely restoration, the destruction shall not terminate this Sublease; however, rent payments shall be adjusted accordingly.

6.2 If Not Timely Repairable. If the restoration cannot be made in the time stated in 6.1 above, then within 15 days after the parties determine that the restoration cannot be made in the time stated in this paragraph, County may terminate this Sublease Agreement immediately by giving notice to Sublessor. If County fails to terminate this Sublease Agreement and if restoration is permitted under the existing laws, Sublessor, at its election, may either terminate this Sublease Agreement or restore the Subleased premises or the building and other improvements in which the Subleased premises are located within a reasonable time and this Sublease Agreement shall continue in full force and effect. If the existing laws do not permit the restoration, either party may terminate this Sublease Agreement immediately by giving written notice to the other party.

ARTICLE VII – MANDATORY COUNTY PROVISIONS

7.1 Compliance with County Policies. [RESERVED]

7.2 Inducement of County Employees. [RESERVED]

ARTICLE VIII – COMPLIANCE WITH LAWS

8.1 Compliance with Controlling Law. Sublessor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Sublease Agreement. Sublessor shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

8.2 Conflict of Interest. Sublessor acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Sublessor hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Sublease Agreement. Sublessor further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Sublease Agreement. Violation of this paragraph by Sublessor is a material breach of this Sublease Agreement which may result in termination of the Sublease Agreement for cause.

8.3 Possessory Interests. [RESERVED]

ARTICLE IX – DISPUTE RESOLUTION

9.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Sublease Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using

mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

9.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

9.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Landlord and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

9.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

9.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE X – GENERAL PROVISIONS

10.1 Access to Records/Retention. Sublessor shall provide County with access to Sublessor's records which are reasonably necessary for County to review or audit Sublessor's compliance with the provisions of this Sublease Agreement. Sublessor shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Sublessor's place of business where the records are kept. Sublessor shall maintain all records related to this Sublease Agreement for at least four years after expiration or termination of this Sublease Agreement.

10.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage

prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Unless hard copies are required by law or any other provision of this Sublease Agreement, the Parties agree that notices can be delivered by email, which notices shall be deemed received the same day they were sent.

COUNTY: Napa County Department of Public Works
Attn: Rents and Subleases
1195 Third Street, Suite 101
Napa, California 94559
RealEstate@countyofnapa.org

SUBLESSOR: Up Valley Family Centers
1440 Spring Street
St. Helena, CA 94574

10.3 Contract Interpretation. This Sublease Agreement and all Contract Documents shall be deemed to be made under and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the space to be provided and the use to be allowed. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 10.3.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 10.3.1 This Sublease Agreement.
- 10.3.2 The Exhibits to this Sublease Agreement.

10.4 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Sublease Agreement, and the decision of whether to seek advice of legal counsel with respect to this Sublease Agreement is the sole responsibility of each party. This Sublease Agreement shall not be construed in favor of or against either party by reason of the extent to which each party

participated in the drafting of the Sublease Agreement.

10.5 Third Party Beneficiaries. Unless expressly set forth in this Sublease Agreement, none of the provisions of this Sublease Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Sublessor shall have the right to enforce any of the provisions of this Sublease Agreement.

10.6 Force Majeure. In the event that either party is delayed or prevented from performing any of their respective non-monetary obligations under this Sublease Agreement due to causes which are outside the control of both parties and their sublessees, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performing their obligations or undertakings provided in this Sublease Agreement. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

10.7 Confidentiality of Services. [RESERVED]

10.8 Insolvency. Sublessor shall notify County if Sublessor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until termination of this Sublease Agreement.

10.9 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Sublease Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

10.10 Venue. This Sublease Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Sublease Agreement for the purpose of interpreting or enforcing any provision of this Sublease Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Sublease Agreement for the purpose of interpreting or enforcing any provision of this Sublease Agreement shall be in the Northern District of California.

10.11 Exhibits Incorporated. All Exhibits referenced in this Sublease Agreement are hereby incorporated into the Sublease Agreement by this reference.

10.12 County Powers. Nothing contained in this Sublease Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Sublease Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

10.13 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Sublease Agreement shall survive the early termination or expiration of this Sublease Agreement. Such obligations include, but are not limited to, paragraphs 10.1 (Access to Records/Retention), 10.7 (Confidentiality of Services), and Article IX (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Sublease Agreement.

10.14 Severability. Should any provision of this Sublease Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Sublease Agreement, but rather, the Sublease Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Sublease Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Sublease Agreement.

10.15 Amendment/Modification. This Sublease Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of County to secure such authorization in writing shall constitute a waiver of any and all rights to adjustment in rental amount or contract time.

10.16 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Sublease Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Sublease Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Sublease Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Sublease Agreement.

10.17 No Assignments. County may not assign its rights or obligations under this Sublease Agreement, nor may County sublet this Sublease Agreement, nor any monies due or to become due under this Sublease Agreement, to any other party without Sublessor's prior written approval. Any assignment or sublet in violation of this paragraph shall constitute a default and is grounds for termination of this Sublease Agreement at Sublessor's sole discretion. In no event

shall any putative assignment create a contractual relationship between County and any putative assignee.

10.18 Successors in Interest. All rights and obligations created by this Sublease Agreement shall be in force and effect whether or not any parties to the Sublease Agreement have been succeeded by another entity, and all rights and obligations created by this Sublease Agreement shall be vested and binding on any party's successor in interest.

10.19 Entirety of Contract. This Sublease Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Sublease Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

10.20 Counterparts. This Sublease Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[Remainder of page intentionally left blank, signature page to follow.]

10.21 Electronic Signatures. This License Agreement may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this License Agreement and shall have the same force and effect as a manually executed original.

IN WITNESS WHEREOF, this Sublease Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Sublessor through its authorized officer(s).

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board
of Supervisors

UP VALLEY FAMILY CENTERS

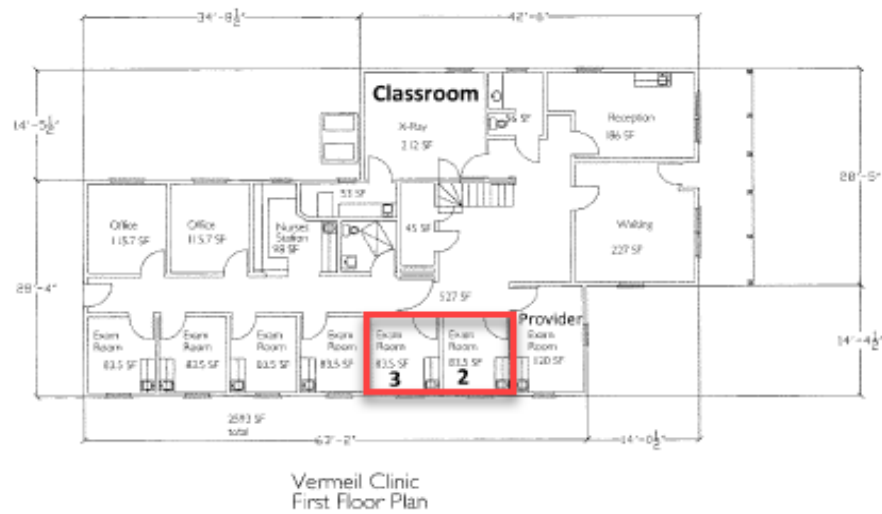
By _____
JENNY OCON, Director

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Chief Deputy County Counsel</p> <p>Date: <u>May 22, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT A
MASTER LEASE**

EXHIBIT B
DESCRIPTION OF PREMISES

913 Washington Street, Suites 2 and 3



*Suites 2 & 3 - 167 sq. ft.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Sublease Agreement, County shall provide workers compensation insurance for the performance of any of County's duties under this Sublease Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. County shall provide Sublessor with certification of all such coverages upon request by Sublessor.

C.2 Liability Insurance. County shall obtain and maintain in full force and effect during the term of this Sublease Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of County or any officer, agent, or employee of County under this Sublease Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of County arising out of or in connection with this Sublease Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with County's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If County owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If County or County's employees, officers, or agents will use personal automobiles in any way in the performance of this Sublease Agreement, County shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of Sublessor, demonstrated by other evidence of coverage acceptable to Sublessor, which shall be filed by

County with the County Department administering this Sublease Agreement prior to commencement of this Sublease Agreement.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Sublease Agreement by its County number or title and department; shall be kept current during the term of this Sublease Agreement; shall provide that Sublessor shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, County shall also file with the evidence of coverage an endorsement from the insurance provider naming Sublessor, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, County shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of County not covered by this Sublease Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Sublessor shall pertain only to liability for activities of County under this Sublease Agreement, and that the insurance provided is primary coverage to Sublessor with respect to any insurance or self-insurance programs maintained by Sublessor. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by Sublessor, County shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by Sublessor, which approval shall not be denied unless the Sublessor determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Sublease Agreement and the risks of liability associated with the activities required of County by this Sublease Agreement. At the option of and upon request

by Sublessor if the Sublessor determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects Sublessor, its officers, employees, agents, and volunteers or County shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.