

1 **LEASE AGREEMENT**

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3 THIS LEASE AGREEMENT (hereinafter "LEASE") is made and entered into this \_\_\_\_day  
4 of \_\_\_\_\_, 2023, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of  
5 California (hereinafter "COUNTY"), and the San Joaquin Valley Free Medical Clinic and Needle  
6 Exchange, a 501(c)3 non-profit organization, whose address is 366 N. Van Ness Avenue, Fresno,  
7 California 93701 (hereinafter "LESSEE"). COUNTY and LESSEE shall also be referred to herein  
8 singularly as a "Party" and collectively as "Parties."

9 1. LEASED PREMISES: COUNTY owns the building commonly known as the Department  
10 of Public Health Brix-Mercer Building, located at 1221 Fulton Street, Fresno, CA 93721, which includes  
11 office space Room 100, known as Brix Lobby, and medical space Room 149. COUNTY shall lease to  
12 LESSEE exclusive use of office space Room 100 and medical space Room 149 totaling approximately  
13 one thousand and one hundred (1,100) square feet, and modular furniture in the building, as shown by  
14 Exhibit "A" and by this reference incorporated herein (hereinafter the "Premises").

15 2. TERM AND TERMINATION: COUNTY and LESSEE agree that LESSEE shall rent the  
16 Premises beginning the date the parties sign this Agreement and terminating August 31, 2025. In the  
17 case of the COUNTY, the County Administrative Officer, the Director of Internal Services/Chief  
18 Information Officer, the Director of Public Health, or one of their respective designees shall have the  
19 authority to give notice to terminate this LEASE. COUNTY and LESSEE shall each have the right to  
20 terminate the LEASE without cause by providing 30-days written notice to the other party of said  
21 termination.

22 3. RENT: LESSEE shall pay no rent to COUNTY for the exclusive use of the Premises  
23 under this LEASE.

24 4. UTILITIES: COUNTY shall be responsible to provide and pay for electricity, natural gas,  
25 water, sewer, garbage, telephone, security, and computer network installations and costs for such  
26 services.

27 5. USE: LESSEE shall only use the Premises as medical space for member services  
28 identified herein, Saturday, 10:00 am to 5:00 pm. LESSEE agrees not to commit, suffer, or permit any

1 waste or nuisance on the Premises and not to use or permit the use of the Premises for any illegal or  
2 immoral purposes. LESSEE further agrees to comply with all State laws, local ordinances, and other  
3 governmental regulations which may be required by any governmental authorities.

4 COUNTY shall make the premises available in "as is" condition. On or before the date the parties  
5 sign this LEASE, LESSEE inspected the Premises and by its independent determination confirmed that  
6 the Premises are suitable for its use. COUNTY warrants that the Premises are safe and suitable for  
7 LESSEE'S intended use and are in compliance with all applicable laws, ordinances, and regulations of  
8 said use.

9 6. MAINTENANCE AND REPAIRS OF PREMISES: COUNTY shall be responsible for the  
10 structural condition of the Premises and for all exterior and interior maintenance, including but not  
11 limited to, the air conditioning, heating, plumbing, and electrical systems, roof painting, and landscaping.  
12 COUNTY covenants that the Premises shall be maintained in substantially the same condition as that  
13 existing at the commencement of this LEASE.

14 COUNTY shall provide janitorial services for the Premises to comply with the janitorial standards  
15 as established by the COUNTY for its COUNTY owned facilities.

16 LESSEE shall report damages to the Premises within twenty-four (24) hours after they occur to  
17 the Department of Public Health – Facilities (559) 600-3229.

18 LESSEE shall be responsible to pay for all damages to the Premises and COUNTY property  
19 caused by its clients, employees, and invitees.

20 7. IMPROVEMENTS TO THE PREMISES: LESSEE shall not construct any improvements  
21 to the Premises. LESSEE may request improvements to the Premises; however, the improvements  
22 must be approved by the COUNTY.

23 8. ENFORCEMENT OF LEASE: If LESSEE shall default or breach on any of the covenants  
24 in the LEASE, COUNTY shall give written notice of such default or breach to LESSEE, and LESSEE  
25 shall have thirty (30) days to cure such default or breach. If LESSEE does not cure the default or breach  
26 within thirty (30) days, COUNTY may, at its option, at any time after such default or breach and without  
27 any demand on or notice to LESSEE or to any kind whatsoever, re-enter and take possession of the  
28 Premises and remove all persons or property therefrom, and LESSEE waives any legal remedy to

1 defeat COUNTY's rights and possessions hereunder. However, nothing contained herein shall prevent  
2 COUNTY from seeking any other legal or equitable remedies in a court of law which may arise from  
3 such breach or default.

4 9. SECURITY FOR THE PREMISES: LESSEE shall not, in any manner whatsoever,  
5 provide security of any kind of the Premises. COUNTY shall use its existing security at the Premises as  
6 arranged by COUNTY.

7 10. CONFIDENTIALITY: All services performed by LESSEE under this LEASE shall be in  
8 strict conformance with all applicable Federal, State of California, and/or local laws and regulations  
9 relating to confidentiality.

10 11. SURRENDER OF POSSESSION: Upon the expiration or termination of this LEASE,  
11 LESSEE will surrender Premises to COUNTY in such condition as existing at the commencement of this  
12 LEASE less reasonable wear and tear, less the effects of any Casualty as herein defined, and less the  
13 effects of any breach of COUNTY's covenant to maintain. LESSEE will not be responsible for any  
14 damage which LESSEE was not obligated hereunder to repair.

15 12. FIXTURES: LESSEE agrees that any equipment, fixtures, or apparatus installed in or on  
16 the Premises by LESSEE shall continue to be the property of LESSEE and may be removed at any  
17 time. LESSEE shall pay for the repair of any damage caused by the installation or removal of fixtures.  
18 Any fixtures not removed when LESSEE surrenders possession shall become property of COUNTY.  
19 Notwithstanding anything to the contrary in this Section 12, LESSEE has no right to make any  
20 alterations, improvements, or additions to the Premises without COUNTY's prior written consent.

21 13. POSSESSORY INTEREST TAX: LESSEE agrees to pay any possessory interest tax  
22 which may be levied upon the Premises. In this respect, LESSEE understands that LESSEE's use of  
23 property owned by a tax-exempt public agency may be subject to property taxation and LESSEE (the  
24 person in whom the possessory interest is vested) is subject to the payment of property taxes levied on  
25 such interest.

26 14. RIGHT OF ENTRY: COUNTY, or its representative(s), shall have the right to enter the  
27 Premises at any time during business hours with reasonable notice and at such other time as LESSEE  
28

1 deems appropriate, to make any alterations, repairs, or improvements to the Premises. The normal  
2 business of LESSEE or its invitees shall not be unnecessarily inconvenienced.

3 15. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations  
4 assumed by LESSEE under this LEASE, it is mutually understood and agreed that LESSEE, including  
5 any and all of the LESSEE'S officers, agents, and employees will at all times be acting and performing  
6 as an independent contractor, and shall act in an independent capacity and not as an officer, agent,  
7 servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall  
8 have no right to control or supervise or direct the manner or method by which LESSEE shall perform its  
9 work and function. However, COUNTY shall retain the right to administer this LEASE so as to verify that  
10 LESSEE is performing its obligations in accordance with the terms and conditions thereof.

11 LESSEE and COUNTY shall comply with all applicable provisions of law and the rules and  
12 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

13 Because of its status as an independent contractor, LESSEE shall have absolutely no right to  
14 employment rights and benefits available to COUNTY employees. LESSEE shall be solely liable and  
15 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
16 addition, LESSEE shall be solely responsible and save COUNTY harmless from all matters relating to  
17 payment of LESSEE'S employees, including compliance with Social Security withholding and all other  
18 regulations governing such matters. It is acknowledged that during the term of this LEASE, LESSEE may  
19 be providing services to others unrelated to the COUNTY or to this LEASE.

20 16. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this LEASE nor their  
21 rights or duties under this LEASE without the prior written consent of the other party.

22 17. HOLD HARMLESS: LESSEE agrees to indemnify and hold harmless and defend the  
23 COUNTY (including its officers, agents, and employees and volunteers) against all claims, demands,  
24 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any  
25 kind occurring or resulting to COUNTY, LESSEE, or any third party that arise from or relate to the  
26 performance or failure to perform by LESSEE (including its officers, agents, subcontractors or employees)  
27 under this LEASE. The COUNTY may conduct or participate in its own defense without affecting the  
28 LESSEE's obligation to indemnify and hold harmless or defend the COUNTY.

1 The provisions of this Section 17 shall survive termination of this LEASE.

2 18. INSURANCE: LESSEE shall comply with all the insurance requirements in Exhibit B to this  
3 LEASE.

4 19. NOTICES: The persons and their addresses having authority to give and receive notices  
5 under this LEASE include the following:

6 COUNTY

7 Robert W. Bash (FL-129)  
8 Director of Internal Services/Chief  
9 Information Officer  
333 W. Pontiac Way  
Clovis, CA 93612

LESSEE

Dallas Blanchard, CFO  
San Joaquin Valley Free Medical Clinic and  
Needle Exchange  
366 N. Van Ness Avenue  
Fresno, CA 93701

10 All notices between the COUNTY and LESSEE provided for or permitted under this LEASE must be  
11 in writing and delivered either by personal service, by first-class United States mail, by an overnight  
12 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service  
13 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective  
14 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the  
15 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business  
16 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery  
17 instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic  
18 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed  
19 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next  
20 beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
21 completed transmission. For all claims arising out of or related to this LEASE, nothing in this section  
22 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
23 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
24 beginning with section 810).

25 20. GOVERNING LAW, JURISDICTION AND VENUE: The laws of the State of California govern  
26 all matters arising from or related to this LEASE. This LEASE is signed and performed in Fresno County,  
27 California. LESSEE consents to California jurisdiction for actions arising from or related to this LEASE,  
28 and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno

1 County.

2 21. AMENDMENT: This LEASE may be amended in writing by mutual consent of both parties  
3 without in any way affecting the remainder.

4 22. ELECTRONIC SIGNATURE: The parties agree that this LEASE may be executed by  
5 electronic signature as provided in this section. An "electronic signature" means any symbol or process  
6 intended by an individual signing this LEASE to represent their signature, including but not limited to (1) a  
7 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned  
8 and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature  
9 affixed or attached to this LEASE (1) is deemed equivalent to a valid original handwritten signature of the  
10 person signing this LEASE for all purposes, including but not limited to evidentiary proof in any  
11 administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten  
12 signature of that person. The provisions of this section satisfy the requirements of Civil Code section  
13 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,  
14 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and  
15 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),  
16 and agrees that each other party may rely upon that representation. This LEASE is not conditioned upon  
17 the parties conducting the transactions under it by electronic means and either party may sign this LEASE  
18 with an original handwritten signature.

19 23. SEVERABILITY: If anything in this LEASE is found by a court of competent jurisdiction to be  
20 unlawful or otherwise unenforceable, the balance of this LEASE remains in effect, and the parties shall  
21 make best efforts to replace the unlawful or unenforceable part of this LEASE with lawful and enforceable  
22 terms intended to accomplish the parties' original intent.

23 24. ENTIRE LEASE: This LEASE, including its exhibits, constitutes the entire LEASE between the  
24 LESSEE and COUNTY with respect to the subject matter hereof and supersedes all previous LEASE  
25 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any  
26 nature whatsoever unless expressly included in this LEASE. This LEASE shall be binding and inure to  
27 the benefit of the COUNTY's heirs successors and assigns. If there is any inconsistency between the  
28 terms of this LEASE without its exhibits and the terms of the exhibits, then the inconsistency will be

1 resolved by giving precedence first to the terms of this LEASE without its exhibits, and then to the terms  
2 of the exhibits.

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1 IN WITNESS WHEREOF, the parties hereto have executed this LEASE as of the day and year first  
2 hereinabove written.

3 **San Joaquin Valley Free Medical Clinic**  
4 **and Needle Exchange**

**COUNTY OF FRESNO**

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6  
7 \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_   
Robert W. Bash, Director of Internal  
Services/Chief Information Officer

8  
9 \_\_\_\_\_  
Name, Title

10 366 N. Van Ness Ave.  
11 Fresno, CA 93701

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19 FOR ACCOUNTING USE ONLY:

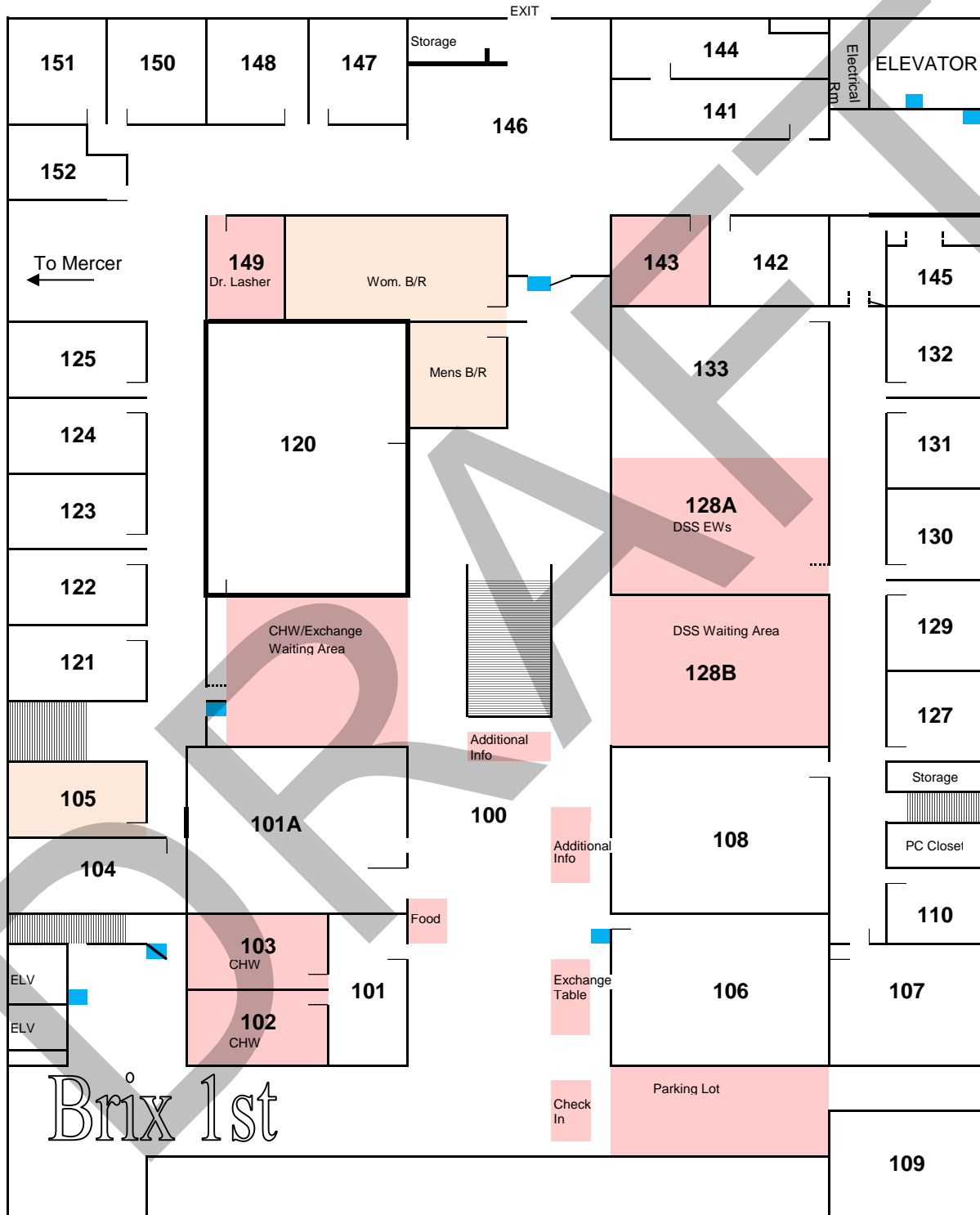
20 ORG: 56201500

21 Account: 3404

22 Fund: 0001

23 Subclass: 10000  
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# Exhibit A



Brix 1st

## Exhibit B

### Insurance Requirements

#### 1. Required Policies

Without limiting the COUNTY's right to obtain indemnification from the LESSEE or any third parties, LESSEE, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this LEASE.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The LESSEE shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this LEASE are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this LEASE.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** If LESSEE employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this LEASE; (2) the LESSEE shall maintain the policy and provide to the COUNTY annual evidence of insurance for not less than one year after completion of services under this LEASE; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this LEASE, then the LESSEE shall purchase extended reporting coverage on its claims-made policy for a minimum of one year after completion of services under this LEASE.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **All-Risk Property Insurance.** All-risk property insurance with no coinsurance penalty provision in an amount that will cover the total of County purchased and owned property in possession of Contractor(s) and/or used in the execution of this Agreement. County will be named as an Additional Loss Payee.

## Exhibit B

### 2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the LESSEE signs this LEASE, and at any time during the term of this LEASE as requested by the County's Risk Manager or the County Administrative Office, the LESSEE shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this LEASE.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the COUNTY, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the LESSEE has waived its right to recover from the COUNTY, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this LEASE and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this LEASE are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY shall be excess only and not contributing with insurance provided under the LESSEE's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this LEASE.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this LEASE.

(B) **Acceptability of Insurers.** All insurance policies required under this LEASE must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this LEASE an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this LEASE, the LESSEE shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the LESSEE shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the LESSEE shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the LESSEE or its insurer to timely provide a written notice required by this paragraph is a breach of this LEASE.

## Exhibit B

- (D) **County's Entitlement to Greater Coverage.** If the LESSEE has or obtains insurance with broader coverage, higher limits, or both, than what is required under this LEASE, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the LESSEE shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this LEASE.
- (E) **Waiver of Subrogation.** The LESSEE waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this LEASE. The LESSEE is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the LESSEE's waiver of subrogation under this paragraph is effective whether or not the LESSEE obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the LESSEE fails to keep in effect at all times any insurance coverage required under this LEASE, the County may, in addition to any other remedies it may have, suspend or terminate this LEASE upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the LESSEE. The County may offset such charges against any amounts owed by the County to the LESSEE under this LEASE.
- (G) **Subcontractors.** The LESSEE shall require and verify that all subcontractors used by the LESSEE to provide services under this LEASE maintain insurance meeting all insurance requirements provided in this LEASE. This paragraph does not authorize the LESSEE to provide services under this LEASE using subcontractors.