

1 **LEASE AGREEMENT**

2 THIS LEASE AGREEMENT (hereinafter LEASE) is made and entered into this ____day
3 of _____, 2025, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of
4 California, hereinafter referred to as "COUNTY", and the San Joaquin Valley Free Medical Clinic and
5 Needle Exchange, a 501(c)3 non-profit organization, whose address is 366 N. Van Ness Avenue,
6 Fresno, California 93701 (hereinafter LESSEE). COUNTY and LESSEE shall also be referred to herein
7 singularly as a "Party" and collectively as "Parties."

8 **Article 1**

9 **Leased Premises**

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

16 **Article 2**

17 **Term, Extension, and Termination**

18 COUNTY and LESSEE agree that LESSEE shall rent the Premises for a term of one year for the
19 period beginning September 1, 2025 and terminating August 31, 2026. This Agreement may be
20 extended for four (4) additional consecutive twelve (12) month periods upon County's DPH Director, or
21 his or her designee, providing Contractor written notice of each extension thirty (30) days prior to the
22 first day of the next twelve (12) month extension period. The County's DPH Director, or his or her
23 designee is authorized to execute such written notice of extension on behalf of County based on
24 Contractor's satisfactory performance. In no event shall this lease be extended beyond August 31, 2030.
25 The extension of this Agreement by the County is not a waiver or compromise of any default or breach
26 of this Agreement by the Contractor existing at the time of the extension whether or not known to the
27 County. In the case of the COUNTY, the County Administrative Officer, the Director of General Services,
28 the Director of Public Health, or one of their respective designees shall have the authority to give notice

1 to terminate this LEASE. County and LESSEE shall each have the right to terminate the LEASE without
2 cause by providing 30-days written notice to the other party of said termination.

3 **Article 3**

4 **Rent**

5 LESSEE shall pay no rent to COUNTY for the exclusive use of the Premises under this LEASE.

6 **Article 4**

7 **Utilities**

8 COUNTY shall be responsible to provide and pay for electricity, natural gas, water, sewer,
9 garbage, telephone, security, and computer network installations and costs for such services.

10 **Article 5**

11 **Use**

12 LESSEE shall only use the Premises as medical space for member services identified herein,
13 Saturday, 8:00 am pm to 2:00 pm. This will allow enough time to setup, conduct the whole-person harm
14 reduction program 9:00 am to 12:00 pm, and cleanup by 2:00pm. LESSEE agrees not to commit,
15 suffer, or permit any waste or nuisance on the Premises and not to use or permit the use of the
16 Premises for any illegal or immoral purposes. LESSEE Further agrees to comply with all State laws,
17 local ordinances, and other governmental regulations which may be required by any governmental
18 authorities.

19 COUNTY shall make the premises available in "as is" condition. On or before September 1,
20 2023, LESSEE inspected the Premises and by its independent determination confirmed that the
21 Premises are suitable for its use. COUNTY warrants that the Premises are safe and suitable for
22 LESSEE'S intended use and are in compliance with all applicable laws, ordinances, and regulations of
23 said use.

24 **Article 6**

25 **Maintenance and Repairs of Premises**

26 COUNTY shall be responsible for the structural condition of the Premises and for all exterior and
27 interior maintenance, including but not limited to, the air conditioning, heating, plumbing, and electrical
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1 systems, roof painting, and landscaping. COUNTY covenants that the Premises shall be maintained in
2 substantially the same condition as that existing at the commencement of this LEASE.

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

5 LESSEE shall report damages to the Premises within twenty-four (24) hours after they occur to
6 the Department of Public Health – Facilities (559) 600-6478.

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

9 **Article 7**

10 **Improvements to the Premises**

11 LESSEE shall not construct any improvements to the Premises. LESSEE may request
12 improvements to the Premises; however, the improvements must be approved by the COUNTY.

13 **Article 8**

14 **Enforcement of Lease**

15 If LESSEE shall default or breach on any of the covenants in the LEASE, COUNTY shall give
16 written notice of such default or breach to LESSEE, and LESSEE shall have thirty (30) days to cure
17 such default or breach. If LESSEE does not cure the default or breach within thirty (30) days, COUNTY
18 may, at its option, at any time after such default or breach and without any demand on or notice to
19 LESSEE or to any kind whatsoever, re-enter and take possession of the Premises and remove all
20 persons or property therefrom, and LESSEE waives any legal remedy to defeat COUNTY's rights and
21 possessions hereunder. However, nothing contained herein shall prevent COUNTY from seeking any
22 other legal or equitable remedies in a court of law which may arise from such breach or default.

23 **Article 9**

24 **Security for the Premises**

25 LESSEE shall not, in any manner whatsoever, provide security of any kind of the Premises.
26 COUNTY shall use its existing security at the Premises as arranged by COUNTY.

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1 **Article 14**

2 **Right of Entry**

3 COUNTY, or its representative(s), shall have the right to enter the Premises at any time during
4 business hours with reasonable notice and at such other time as LESSEE deems appropriate, to make
5 any alterations, repairs, or improvements to the Premises. The normal business of LESSEE or its
6 invitees shall not be unnecessarily inconvenienced.

7 **Article 15**

8 **Independent Contractor**

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

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

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

26 **Article 16**

27 **Non-Assignment**

28 Neither party shall assign, transfer or sub-contract this LEASE nor their rights or duties under this

1 LEASE without the prior written consent of the other party.

2 **Article 17**

3 **Hold Harmless**

4 LESSEE agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the
5 COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's
6 fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection
7 with the performance, or failure to perform, by LESSEE, its officers, agents, or employees under this
8 LEASE, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities,
9 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or
10 damaged by the performance, or failure to perform, of LESSEE, its officers, agents, or employees under
11 this LEASE.

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

13 **Article 18**

14 **Insurance**

15 LESSEE shall comply with all insurance requirements in Exhibit B to this LEASE.

16 **Article 19**

17 **Notices**

18 The persons and their addresses having authority to give and receive notices under this LEASE
19 include the following:

20 COUNTY

21 Raymond Hunter
22 Director of General Services
333 W. Pontiac Way
Clovis, CA 93612

LESSEE

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

24 All notices between the COUNTY and LESSEE provided for or permitted under this LEASE must be
25 in writing and delivered either by personal service, by first-class United States mail, by an overnight
26 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service
27 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective
28 three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the

1 recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business
2 day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
3 instructions given for next-day delivery, addressed to the recipient. A notice delivered by telephonic
4 facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed
5 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next
6 beginning of a COUNTY business day), provided that the sender maintains a machine record of the
7 completed transmission. For all claims arising out of or related to this LEASE, nothing in this section
8 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
9 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
10 beginning with section 810).

11 **Article 20**

12 **Governing Law, Jurisdiction and Venue**

13 The laws of the State of California govern all matters arising from or related to this LEASE. This
14 LEASE is signed and performed in Fresno County, California. LESSEE consents to California jurisdiction
15 for actions arising from or related to this LEASE, and, subject to the Government Claims Act, all such
16 actions must be brought and maintained in Fresno County.

17 **Article 21**

18 **Amendment**

19 This LEASE may be amended in writing by mutual consent of both parties without in any way
20 affection the remainder.

21 **Article 22**

22 **Electronic Signature**

23 The parties agree that this LEASE may be executed by electronic signature as provided in this
24 section. An "electronic signature" means any symbol or process intended by an individual signing this
25 LEASE to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of
26 an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF
27 document) of a handwritten signature. Each electronic signature affixed or attached to this LEASE (1) is
28 deemed equivalent to a valid original handwritten signature of the person signing this LEASE for all

1 purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2)
2 has the same force and effect as the valid original handwritten signature of that person. The provisions of
3 this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic
4 Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a
5 digital signature represents that it has undertaken and satisfied the requirements of Government Code
6 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon
7 that representation. This LEASE is not conditioned upon the parties conducting the transactions under it by
8 electronic means and either party may sign this LEASE with an original handwritten signature.

9 **Article 23**

10 **Severability**

11 If anything in this LEASE is found by a court of competent jurisdiction to be unlawful or otherwise
12 unenforceable, the balance of this LEASE remains in effect, and the parties shall make best efforts to
13 replace the unlawful or unenforceable part of this LEASE with lawful and enforceable terms intended to
14 accomplish the parties' original intent.

15 **Article 24**

16 **Entire Lease**

17 This LEASE, including its exhibits, constitutes the entire LEASE between the LESSEE and
18 COUNTY with respect to the subject matter hereof and supersedes all previous LEASE negotiations,
19 proposals, commitments, writings, advertisements, publications, and understanding of any nature
20 whatsoever unless expressly included in this LEASE. This LEASE shall be binding and inure to the
21 benefit of the COUNTY's heirs successors and assigns. If there is any inconsistency between the terms
22 of this LEASE without its exhibits and the terms of the exhibits, then the inconsistency will be resolved
23 by giving precedence first to the terms of this LEASE without its exhibits, and then to the terms of the
24 exhibits.

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28 [SIGNATURE PAGE FOLLOWS]

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
and Needle Exchange**

COUNTY OF FRESNO

4 
5 Dallas Blanchard, CFO
6 366 N. Van Ness Ave.
Fresno, CA 93701

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

7 **Attest:**
8 Bernice E. Seidel
9 Clerk of the Board of Supervisors
County of Fresno, State of California

10 By: _____
11 Deputy

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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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