

**AMENDMENT NO. 1 TO AGREEMENT**

This Amendment No. 1 to Agreement No. 17-581, ("Amendment No. 1") is dated June 20, 2023, and is between the COUNTY OF FRESNO, a political subdivision of the State of California ("County"), and **Central Star Behavioral Health, Inc.**, (formerly contracted for these services with their non-profit affiliate, Star View Children and Family Services, Inc.), a California For-Profit Organization, whose address is 1501 Hughes Way, Suite 150, Long Beach, CA 90810 ("Contractor"). Reference in this Agreement to party" or parties" shall be understood to refer to COUNTY and CONTRACTOR, unless otherwise specified.

RECITALS

WHEREAS, the parties entered into that certain Agreement, identified as County Agreement No. 17-581, effective November 14, 2017, for utilizing County-owned building space to operate a Crisis Residential Treatment (CRT) 24/7 Facility ("Agreement"); and

WHEREAS, the parties have agreed to extend the contract term for the CRT services provided and therefore the corresponding License Agreement term also needs to be extended; and

WHEREAS the parties desire to amend the Agreement, regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. Section 2 of the Agreement, entitled "TERM AND TERMINATION" is deleted in its entirety, and replaced with the following:

"TERM AND TERMINATION - The initial term of this AGREEMENT shall be effective beginning on the first date of occupancy by Central Star through June 30, 2023. The first date of occupancy shall be confirmed in writing between the County and Contractor. Effective December 1, 2017, this AGREEMENT shall automatically renew for a maximum of seven (7) one-year periods upon the same terms and conditions herein set forth, unless either County or Contractor provides written notice of non-renewal to the other Party no later than sixty (60) days prior to June 30 of each year.

1                   Notwithstanding any of the above, County shall have the right to terminate this  
2 Agreement immediately in the event Central Star ceases to provide the services described in Section 5  
3 of the Agreement. As to County, the Director of Internal Services or the Director of the Department of  
4 Behavioral Health, or one of their designees, may provide written notice of nonrenewal or termination of  
5 this AGREEMENT.”

6 2.       Section 23 of the Agreement, entitled “ENTIRE FACILITY USE AGREEMENT” is deleted in its  
7 entirety and replaced with the following:

8                   “This Agreement constitutes the entire Agreement between the Contractor and the  
9 County with respect to the subject matter hereof and supersedes all previous Agreement  
10 negotiations, proposals, commitments, writings, advertisements, publications, and  
11 understandings of any nature whatsoever unless expressly included in this Agreement.  
12 In the event of any inconsistency in interpreting the documents which constitute this  
13 Agreement, the inconsistency shall be resolved by giving precedence in the following  
14 order of priority: (1) the text of this Amendment No. 1 to the Agreement, (2) the  
15 Agreement and (4) Exhibits A through D of the Agreement.”

16 3.       When both parties have signed this Amendment No. 1, this Amendment No. 1 and the  
17 Agreement together constitute the Agreement.

18 4.       The Contractor represents and warrants to the County that:

- 19       a.       The Contractor is duly authorized and empowered to sign and perform its obligations under  
20               this Amendment.
- 21       b.       The individual signing this Amendment on behalf of the Contractor is duly authorized to do  
22               so and his or her signature on this Amendment legally binds the Contractor to the terms of  
23               this Amendment.

24 5.       This Amendment No. 1 may be signed in counterparts, each of which is an original, and all of  
25 which together constitute this Amendment No. 1.

1 6. The Agreement as previously amended and here as amended by this Amendment No. 1 is  
2 ratified and continued. All provisions of the Agreement as previously amended here and not amended  
3 by this Amendment No. 1 remain in full force and effect.

4 [SIGNATURE PAGE FOLLOWS]

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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

**CONTRACTOR:**  
**CENTRAL STAR BEHAVIORAL HEALTH, INC.**

**COUNTY OF FRESNO:**

By A Richard Smith

By Sal Quintero

Sal Quintero  
Chairman of the Board of Supervisors  
of the County of Fresno

Print Name: A. Richard Smith

Title: Vice President / COO  
Chairman of the Board, or  
President, or any Vice President

**BERNICE E. SEIDEL,**  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By Harama  
Deputy

Mailing Address:  
1501 Hughes Way, Suite 150  
Long Beach, California 90810  
Contact: Kent Dunlap, President/Chief Executive Officer

Fund/Subclass: 0001/10000  
Organization: 56302112  
Account #: 7294