

AMENDMENT NO. 1 TO LICENSE AGREEMENT

This Amendment No. 1 to License Agreement ("Amendment No. 1") is dated June 24, 2025 and is between Central Star Behavioral Health Inc, a California non-profit corporation, whose principal place of business is located at 150 Hughes Way, Suite 150, Long Beach, CA 90810 (Licensee"), and the County of Fresno, a political subdivision of the State of California ("Licensor").

Recitals

A. On December 3, 2024, the Licensor and the Licensee entered into County agreement number FL-120 (License Agreement), to operate an Adolescent Youth Acute Psychiatric Health Facility (PHF) at County's prior facility located at 4411 E. Kings Canyon, Fresno, CA 93702 and relocate to the Heritage Campus, 3115 N. Millbrook Avenue, Fresno, CA 93703, both locations henceforth noted as the "Building", when ready;

B. Licensor continues to find that the operation of an Adolescent Youth Acute PHF providing psychiatric health services for adolescent youth is a necessary mental health program that will meet the health needs of Fresno County, and is in the public interest; and

C. Pursuant to Government Code section 26227, Licensor finds that the youth acute psychiatric services to be provided by Licensee will not substantially conflict or interfere with the use of the Building, by the Licensor and other occupants of the Building, that the portion of the Building to be occupied by Licensee is not needed for County business, and that the youth acute psychiatric services to be provided by Licensee will serve public purposes.

D. To ensure services continue through the County procurement process, DBH will extend the service agreements to include an additional up to one year term, which includes a six (6) month base and optional six (6) month term.

E. The Licensor and the Licensee now desire to further amend the License Agreement to extend the term to align with service agreement A-24-618.

The parties agree as follows:

1. Section 2. TERM AND TERMINATION, of the License Agreement FL-120, beginning on Page 2, Lines 8 through Page 2, Line 14, is deleted in its entirety and replaced with the following:

“The initial term of this License shall commence on July 1, 2020, through and including December 31, 2025 (“Initial Term”). The term of this License may be extended for no more than a six (6) month period, only upon written approval of both parties at least thirty (30) days before the first day of the next six (6) month extension period. The Director of the General Services Department, the Director of Behavioral Health, or their designee, is authorized to sign the written approval on behalf of the Licensor, based on the Licensee’s satisfactory performance. The extension of this License by the Licensor is not a waiver or compromise of any default or breach of this License by the Licensee existing at the time of the extension, whether or not known to the Licensor. This License may be terminated by the Licensor at any time by giving the Licensee thirty (30) days’ written notice. In no event shall this License extend beyond June 30, 2026.”

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

3. The Contractor represents and warrants to the County that:

a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment No. 1.

b. The individual signing this Amendment No. 1. on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment No. 1. legally binds the Contractor to the terms of this Amendment No. 1. .

4. The parties agree that this Amendment No. 1. may be executed by electronic signature as provided in this section.

a. An “electronic signature” means any symbol or process intended by an individual signing this Amendment No. 1. to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten

signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

b. Each electronic signature affixed or attached to this Amendment No. 1. (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment No. 1. for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

e. This Amendment No. 1. is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1. with an original handwritten signature.

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

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

[SIGNATURE PAGE FOLLOWS]

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

3 CENTRAL STAR BEHAVIORAL HEALTH
4 INC

COUNTY OF FRESNO

5 Kent Dunlap
6 Kent Dunlap, President/CEO

7 1501 Hughes Way, Suite 150,
8 Long Beach, CA 90810

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

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

10 By: Hanan
11 Deputy

12 For accounting use only:

13 Org No.: 56302112
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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