

AMENDMENT NO. 1 TO LICENSE AGREEMENT

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated June 20, 2023 and is between Kings View, a California non-profit corporation (“Licensee”), and the County of Fresno, a political subdivision of the State of California (“Licensor”).

Recitals

A. On December 23, 2021, the Licensor and the Licensee entered into County agreement number D-21-560, to co-locate in the building located at 1925 East Dakota Avenue, Fresno, CA 93726 and provide behavioral health Crisis Intervention Team (CIT) services.

B. The Department of Behavioral Health (DBH) receives funding from Federal Financial Participation (FFP) Medi-Cal revenue, and Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds.

C. There is a significant population of individuals in the Fresno metro area who are actively experiencing a behavioral health crisis and are subject to the negative consequences of lacking access to appropriate crisis intervention services.

D. The Licensee has been able to provide CIT services to individuals experiencing an acute behavioral health crisis in the Fresno metro area utilizing a co-response model with law enforcement agencies, pursuant to Fresno County agreement number A-22-421.

E. The Licensor and the Licensee now desire to amend the License to increase the length term of the License to allow the Licensee to continue providing necessary services.

The parties therefore agree as follows:

1. Section 3. TERM AND TERMINATION, lines 4 through 9, of the License located on page 2 is deleted in its entirety and replaced with the following:

“The initial term of this License shall commence on January 1, 2022, through and including June 30, 2022 (“Initial Term”). The term of this License may be extended for no more than three, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of Internal Services/Chief Information Officer (ISD

1 Director/CIO), the Director of Behavioral Health, or their designee, is authorized
2 to sign the written approval on behalf of the Licensor based on the Licensee's
3 satisfactory performance. The extension of this License by the Licensor is not a
4 waiver or compromise of any default or breach of this License by the Licensee
5 existing at the time of the extension whether or not known to the Licensor. This
6 License may be terminated by the Licensor at any time by giving the Licensee
7 thirty (30) days' written notice. In no event shall this License extend beyond June
8 30, 2025.

9 2. Section 26. ENTIRE LICENSE, lines 8 through 11, of the License, located at page 12, is
10 deleted in its entirety and replaced with the following:

11 "This License constitutes the entire License between the Licensee and the
12 Licensor with respect to the subject matter hereof and supersedes all previous
13 License negotiations, proposals, commitments, writings, advertisements,
14 publication, and understandings of any nature whatsoever unless expressly
15 included in this License. In the event of any inconsistency in interpreting the
16 documents which constitute this License, the inconsistency shall be resolved by
17 giving precedence in the following order of priority: (1) the text of this Amendment
18 No. 1 (2) the License including Exhibits A through C"

19 3. When both parties have signed this Amendment No. 1, the License, and this
20 Amendment No. 1 together constitute the License.

21 4. The Licensee represents and warrants to the Licensor that:

- 22 a. The Licensee is duly authorized and empowered to sign and perform its obligations
23 under this Amendment No. 1.
- 24 b. The individual signing this Amendment No. 1 on behalf of the Licensor is duly
25 authorized to do so and his or her signature on this Amendment No. 1 legally binds
26 the Licensor to the terms of this Amendment No. 1.

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

- 1 a. An “electronic signature” means any symbol or process intended by an individual
2 signing this Amendment No. 1 to represent their signature, including but not limited
3 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
4 (3) an electronically scanned and transmitted (for example by PDF document)
5 version of an original handwritten signature.
- 6 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
7 equivalent to a valid original handwritten signature of the person signing this
8 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
9 any administrative or judicial proceeding, and (2) has the same force and effect as
10 the valid original handwritten signature of that person.
- 11 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
12 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
13 2, Title 2.5, beginning with section 1633.1).
- 14 d. Each party using a digital signature represents that it has undertaken and satisfied
15 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
16 through (5), and agrees that each other party may rely upon that representation.
- 17 e. This Amendment No. 1 is not conditioned upon the parties conducting the
18 transactions under it by electronic means and either party may sign this Amendment
19 No. 1 with an original handwritten signature.

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

22 7. The License as amended by this Amendment No. 1 is ratified and continued. All
23 provisions of the License and not amended by this Amendment No. 1 remain in full force and
24 effect.

25 [SIGNATURE PAGE FOLLOWS]
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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

KINGS VIEW

COUNTY OF FRESNO

DocuSigned by:
Amanda Nugent Divine
Amanda Nugent Divine, CEO
1396 W. Herndon Ave.
Fresno, CA 93711

Sal Quintero
Sal Quintero, 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

By: Hannah
Deputy

For accounting use only:

Org No.: 56304763
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000