

1 **AMENDMENT NO. 3 TO LICENSE AGREEMENT**

2 This Amendment No. 3 to License Agreement (“Amendment No. 3”) is dated
3 _____ and is between Kings View, a California non-profit corporation
4 (“Licensee”), and the County of Fresno, a political subdivision of the State of California
5 (“Licensor”).

6 **Recitals**

7 A. On December 23, 2021, the Licensor and the Licensee entered into County agreement
8 number D-21-560 (License Agreement), to co-locate in the building located at 1925 East Dakota
9 Avenue, Fresno, CA 93726, and provide behavioral health Crisis Intervention Team (CIT)
10 services. The Licensee has provided and currently provides CIT services to individuals
11 experiencing an acute behavioral health crisis in the Fresno metro area utilizing a co-response
12 model with law enforcement agencies, pursuant to County agreement No. A-22-421.

13 B. On June 20, 2023, the Licensor and the Licensee entered into Amendment No. 1 to the
14 License Agreement, to increase the term of the License Agreement, not to extend past June 30,
15 2025, such that the Licensee may be able to continue providing necessary services.

16 C. On June 19, 2023, pursuant to Welfare and Institutions Code (W&I) Section 14132.57,
17 the California Department of Health Care Services (DHCS) released guidance through
18 Behavioral Health Information Notice 23-025 requiring implementation of the Medi-Cal
19 Community-Based Mobile Crisis Intervention Services benefit by county mental health plans
20 (MHPs) and Drug-Med-Cal Organized Delivery System (DMC-ODS) by December 31, 2023. As
21 such, on January 23, 2024, the Licensor and the Licensee entered into Amendment No. 2 to the
22 License Agreement, to comply with the state mandates, as well as to be able to provide CIT
23 services on a 24 hour a day, 7 days a week, 365 days a year basis.

24 D. The Department of Behavioral Health (DBH) receives funding from Federal Financial
25 Participation (FFP) Medi-Cal revenue, and Mental Health Services Act (MHSA) Prevention and
26 Early Intervention (PEI) funds). There is a significant population of individuals in the Fresno
27 metro area who are actively experiencing a behavioral health crisis and experience the negative
28 consequences of lacking access to appropriate crisis intervention services.

1 The Department of Behavioral Health (DBH), as the County of Fresno Behavioral Health
2 Plan (BHP) for Medi-Cal persons served is required to provide mobile crisis response
3 services and will continue to provide crisis intervention services to individuals. To ensure
4 services continue through the County procurement process, the Licensor and the Licensee
5 now desire to further amend the License Agreement to include an additional optional one-
6 year term, which includes a six (6) month base and optional six (6) month term.

7 The parties therefore agree as follows:

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

10 “The initial term of this License shall commence on January 1, 2022, through and
11 including December 31, 2025 (“Initial Term”). The term of this License may be extended
12 for no more than one six (6) month period, and only upon written approval of both
13 parties, at least thirty (30) days before the first day of the six (6) month extension period.
14 The Director of the General Services Department, the Director of Behavioral Health, or
15 their designee, is authorized to sign the written approval on behalf of the Licensor based
16 on the Licensee’s satisfactory performance. The extension of this License by the
17 Licensor is not a waiver or compromise of any default or breach of this License by the
18 Licensee existing at the time of the extension whether or not known to the Licensor. This
19 License may be terminated by the Licensor at any time by giving the Licensee thirty (30)
20 days’ written notice. In no event shall this License extend beyond June 30, 2026.”

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

23 “This License constitutes the entire License between the Licensee and the
24 Licensor with respect to the subject matter hereof and supersedes all previous
25 License negotiations, proposals, commitments, writings, advertisements,
26 publication, and understandings of any nature whatsoever unless expressly
27 included in this License. In the event of any inconsistency in interpreting the
28 documents which constitute this License, the inconsistency shall be resolved by

1 giving precedence in the following order of priority: (1) the text of this
2 Amendment No. 3; (2) Amendment No. 2; (3) Amendment No. 1 (4) the License
3 Agreement without Exhibits A and B-1; and (5) Exhibits A through B-1.”

4 3. When both parties have signed this Amendment No. 3, the License Agreement,
5 Amendment No. 1, Amendment No. 2, and this Amendment No. 3, constitute the License
6 Agreement.

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

8 a. The Contractor is duly authorized and empowered to sign and perform its obligations
9 under this Amendment No. 3.

10 b. The individual signing this Amendment No. 3 on behalf of the Contractor is duly
11 authorized to do so and his or her signature on this Amendment No. 3 legally binds
12 the Contractor to the terms of this Amendment No. 3.

13 5. The parties agree that this Amendment No. 3 may be executed by electronic signature as
14 provided in this section.

15 a. An “electronic signature” means any symbol or process intended by an individual
16 signing this Amendment No. 3 to represent their signature, including but not limited
17 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
18 (3) an electronically scanned and transmitted (for example by PDF document)
19 version of an original handwritten signature.

20 b. Each electronic signature affixed or attached to this Amendment No. 3 (1) is deemed
21 equivalent to a valid original handwritten signature of the person signing this
22 Amendment No. 3 for all purposes, including but not limited to evidentiary proof in
23 any administrative or judicial proceeding, and (2) has the same force and effect as
24 the valid original handwritten signature of that person.

25 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
26 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
27 2, Title 2.5, beginning with section 1633.1).
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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. 3 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 3 with an original handwritten signature.

6. This Amendment No. 3 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 3.

7. The License Agreement as previously amended and as amended by this Amendment No. 3 is ratified and continued, effective July 1, 2025. All provisions of the License Agreement as previously amended and not amended by this Amendment No. 3 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 3 on the date stated in the introductory
2 clause.

3 KINGS VIEW

COUNTY OF FRESNO

4 Signed by:
5 *Amanda Nugent Divine*
6 A04F817F73914D5...

7 Amanda Nugent Divine, CEO

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

8 1396 W. Herndon Ave.
9 Fresno, CA 93711

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

10 By: _____
11 Deputy

12 Amanda Nugent Divine, PhD, CEO

13 _____
14 Name - Title

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16 For accounting use only:

17 Org No.: 56304763
18 Account No.: 7295
19 Fund No.: 0001
20 Subclass No.: 10000
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