

1 **AMENDMENT NO. 2 TO LICENSE AGREEMENT**

2 This Amendment No. 2 to Agreement No. 17-581, ("Amendment No. 2") is dated  
3 \_\_\_\_\_ and is between Central Star Behavioral Health, Inc. (formerly Star View  
4 Children and Family Services, Inc.), a California For-Profit Organization, whose address is 1501  
5 Hughes Way, Suite 150, Long Beach, CA 90810 ("Licensee") and the County of Fresno, a  
6 political subdivision of the State of California ("Licensor").

7 **Recitals**

8 A. On November 14, 2017, the Licensor and the Licensee entered into Agreement No. 17-  
9 581 (License Agreement), for the utilization of County-owned building space to operate a Crisis  
10 Residential Treatment (CRT) Facility 24 hours a day, 7 days a week.

11 B. On June 20, 2023, the Licensor and the Licensee entered into Amendment No. 1  
12 (Agreement No. 23-297) to the License Agreement to extend the term.

13 C. The Department of Behavioral Health (DBH), as the Behavioral Health Plan (BHP),  
14 provides crisis residential treatment services to meet the needs of Fresno County individuals,  
15 and will continue to do so. To ensure services continue through the County procurement  
16 process, DBH wishes to extend the service agreement to include an additional up to one-year  
17 term, which includes a six (6) month base and optional six (6) month term.

18 The parties hereto agree as follows:

19 1. Section 2 of Amendment No. 1 (Agreement No. 23-297), entitled "TERM AND  
20 TERMINATION", beginning Page 1, Line 21 ending in Page 1, Line 27 is deleted in its  
21 entirety, and replaced with the following:

22 "TERM AND TERMINATION - The initial term of this License shall commence on  
23 January 1, 2022, through and including December 31, 2025 ("Initial Term"). The  
24 term of this License may be extended for no more than one six (6) month period,  
25 and only upon written approval of both parties at least 30 days before the first  
26 day of the next 6-month optional extension period. The Director of the General  
27 Services Department, the Director of Behavioral Health, or their designee, is  
28 authorized to sign the written approval on behalf of the Licensor, based on the

1 Licensee's satisfactory performance. The extension of this License by the  
2 Licenser is not a waiver or compromise of any default or breach of this License  
3 by the Licensee existing at the time of the extension, whether or not known to the  
4 Licenser. This License may be terminated by the Licenser at any time by giving  
5 the Licensee thirty (30) days' written notice. In no event shall this License extend  
6 beyond June 30, 2026."

7 2. Section 23 of Amendment No. 1 (Agreement No. 23-297), entitled "ENTIRE  
8 FACILITY USE AGREEMENT", beginning Page 2, Line 8 ending in Page 2, Line 15 is  
9 deleted in its entirety and replaced with the following:

10 "This Agreement constitutes the entire Agreement between the Contractor and  
11 the County with respect to the subject matter hereof and supersedes all previous  
12 Agreement negotiations, proposals, commitments, writings, advertisements,  
13 publications, and understandings of any nature whatsoever unless expressly  
14 included in this Agreement. In the event of any inconsistency in interpreting the  
15 documents which constitute this Agreement, the inconsistency shall be resolved  
16 by giving precedence in the following order of priority: (1) the text of this  
17 Amendment No. 2 to the Agreement (2) the text of Amendment No. 1 to the  
18 Agreement (3) the Agreement including Exhibit A through D of the Agreement  
19 and (4) Exhibits A through D of the Agreement."

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

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

- 23 a. The Contractor is duly authorized and empowered to sign and perform its  
24 obligations under this Amendment No. 2.
- 25 b. The individual signing this Amendment No. 2 on behalf of the Contractor is  
26 duly authorized to do so and his or her signature on this Amendment No. 2  
27 legally binds the Contractor to the terms of this Amendment No. 2.
- 28

1           5.       The parties agree that this Amendment No. 2 may be executed by electronic  
2 signature as provided in this section.

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

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

14           c.       The provisions of this section satisfy the requirements of Civil Code section  
15 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,  
16 Division 3, Part 2, Title 2.5, beginning with section 1633.1).

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

21           e.       This Amendment No. 2 is not conditioned upon the parties conducting the  
22 transactions under it by electronic means and either party may sign this  
23 Amendment No. 2 with an original handwritten signature.

24           6.       This Amendment No. 2 may be signed in counterparts, each of which is an  
25 original, and all of which together constitute this Amendment No. 2.

26           7.       The Agreement as previously amended and here as amended by this  
27 Amendment No. 2 is ratified and continued. All provisions of the Agreement as previously  
28 amended here and not amended by this Amendment No. 2 remain in full force and effect.

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[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 2 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

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

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

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

9  
10  
11 By: \_\_\_\_\_  
Deputy

12 For accounting use only:

13 Org No.:56302112  
14 Account No.:7294  
Fund No.:0001  
Subclass No.: 10000