

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN CRESTWOOD BEHAVIORAL HEALTH, INC.
AND THE COUNTY OF SANTA BARBARA
REGARDING THE CHAMPION HEALING CENTER**

The County of Santa Barbara (the “COUNTY”) and Crestwood Behavioral Health, Inc. (“CBHI”) enter into this First Amendment to the Memorandum of Understanding (“First Amended MOU”), effective on the date executed by the COUNTY, regarding the real property at 303 South C Street, Lompoc, California, known as the Champion Healing Center (the “Property”).

RECITALS

- A. WHEREAS**, the COUNTY Board of Supervisors authorized the COUNTY to enter into a Memorandum of Understanding (“MOU”), referred to as BC19481, on March 10, 2020, for the contribution of up to \$1 million in COUNTY funds for tenant improvements to convert an existing medical facility, located at 303 South C Street, Lompoc, California, into an in-county Mental Health Rehabilitation Center (“MHRC”), known as the Champion Healing Center (the “Property”); and
- B. WHEREAS**, CBHI entered into a lease with the Lompoc Valley Medical Center (“LVMC”) and University Partners, LLC of the majority of the Property (the “Lease”) to operate an 80-bed (+/-) MHRC, licensed by the Department of Health Care Services, at the Property; and
- C. WHEREAS**, certain tenant improvements (“TIs”) need to be performed for the Property to be licensed as an MHRC; and
- D. WHEREAS**, the COUNTY needs MHRC beds and is contributing funds toward a portion of the TIs in order for MHRC beds to be available to the COUNTY at the Property; and
- E. WHEREAS**, CBHI anticipated that the TIs would be completed and the facility operational by approximately November 1, 2020; and
- F. WHEREAS**, due to the COVID-19 pandemic, CBHI has experienced construction delays that prevented the TIs from being completed by the anticipated date; and
- G. WHEREAS**, CBHI has been performing the TIs under the MOU, referred to as BC19481; and

H. WHEREAS, through this First Amended MOU, the COUNTY and CBHI wish to extend the period of time for contribution of up to \$1 million in COUNTY funds for TIs to convert the Property into an in-county MHRC to December 31, 2021 to allow additional time for CBHI to complete and invoice the COUNTY for the TIs; and

I. WHEREAS, this First Amended MOU incorporates the terms and conditions set forth in the MOU, referred to as BC19481, except as modified by this First Amended MOU.

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

I. Delete Paragraph “h” of Section 4 (CONTRIBUTION) in its entirety and replace with the following:

h. The Contribution will be reserved for the TIs until **December 31, 2021**. The parties agree that the COUNTY shall not be required to continue to reserve or reimburse any unused portion of the Contribution that has not been paid by the COUNTY as reimbursement by **December 31, 2021**

II. All other terms shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County of Santa Barbara and Crestwood Behavioral Health, Inc. have executed this First Amendment to the Memorandum of Understanding to be effective on the date executed by the COUNTY.

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Shirley de la Guerra*
Deputy Clerk

Date: 6-15-21

COUNTY OF SANTA BARBARA:

By: *Bob Nelson*
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: 6-15-21

APPROVED AS TO FORM:
JANETTE PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: *Janette D. Pell*
Director
5/18/2021

Date: _____

CONTRACTOR:
CRESTWOOD BEHAVIORAL HEALTH, INC.

By: *Derek Dobbins*
Authorized Representative
Name: Derek Dobbins
Title: President
Date: 5/18/2021

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: *Bo Bai*
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *Robert W. Geis IV*
Deputy

RECOMMENDED FOR APPROVAL:
ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: *Alice Gleghorn*
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: *Ray Aromatorio*
Risk Manager