

**THIRD AMENDMENT TO REVOCABLE LICENSE AGREEMENT  
FOR USE OF COUNTY FACILITIES**

This Third Amendment ("Third Amendment"), dated as of \_\_\_\_\_, 2025 ("Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (hereinafter the "County"), and **THE AMERICAN RED CROSS**, a Federally chartered instrumentality of the United States and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)) ("Licensee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

**R E C I T A L S**

WHEREAS, Licensee and County entered into that certain Revocable License Agreement dated May 31, 2007 ("Original Agreement"), to utilize a portion of County real property, located at 470 Hood House Drive, Santa Rosa, California ("Premises"), for purposes of locating four (4) emergency medical storage trailers to store emergency supplies and shelter equipment; and

WHEREAS, Licensee and County entered into that First Amendment to Revocable License Agreement dated June 24, 2015 ("First Amendment"); and that certain Second Amendment to License Agreement dated December 15, 2020 ("Second Amendment," collectively the "Amendments"); and

WHEREAS, Licensee exercised its options to extend the term of the Original Agreement on May 3, 2016, February 8, 2019, February 18, 2021, and March 10, 2023 (collectively, the "Extended Term Notices"); and

WHEREAS, the Original Agreement as amended by the Amendments and the Extended Term Notices is hereafter referred to as the "Agreement"; and

WHEREAS, the term of the Agreement expired on June 30, 2025, and Licensee is currently holding over month-to-month. County and Licensee desire to extend the term of the Agreement and make other amendments to the Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

**A G R E E M E N T**

1. The foregoing recitals are true and correct.
2. Effective as of the Effective Date of this Third Amendment, the month-to-month holding over shall terminate, and Section 4, Initial Term is amended to extend the term of the Agreement to June 30, 2028. Licensee is given one (1) option to extend the Term for an additional two (2) years, through June 30, 2030, by giving notice of exercise of the option to County at least sixty (60) days prior to June 30, 2028. The Initial Term

together with the Extended Term shall constitute the term (“Term”) of this Agreement. All other terms of Section 4 remain in full force and effect.

3. Section 10. Compliance with Laws is deleted in its entirety and replaced with the following:

“10. Compliance with Laws. Licensee shall comply with any and all federal, state, and local laws—including, but not limited to the County of Sonoma living wage ordinance—applicable to activities under this Agreement. Without limiting the generality of the foregoing, Licensee expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the Term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.”

4. The addresses for Notices, pursuant to Section 26 of the Agreement are hereby modified as follows:

If to County: COUNTY OF SONOMA  
Sonoma County Public Infrastructure  
Attn: Real Estate Manager  
400 Aviation Boulevard, Suite 100  
Santa Rosa, CA 95403  
Email: [SPI-RealEstate@sonomacounty.gov](mailto:SPI-RealEstate@sonomacounty.gov)

If to Licensee: AMERICAN RED CROSS  
Attn: Vincent Valenzuela, Chief Executive Officer  
5297 Aero Drive  
Santa Rosa, CA 95403  
Email: [Vincent.Valenzuela@redcross.org](mailto:Vincent.Valenzuela@redcross.org)

5. Except to the extent the Agreement is expressly amended or supplemented hereby, the Agreement, together with exhibits, is, and shall continue to be, in full force and effect, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any right of Licensee arising thereunder.

5. This Third Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Third Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

**LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS THIRD AMENDMENT AND HEREBY AGREES TO ALL SAID TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the Effective Date.

Licensee: **THE AMERICAN RED CROSS**, a non-profit corporation

By: **Stephanie Willett**  
Stephanie Willett, Chief Operating Officer  
American Red Cross

Digitally signed by Stephanie Willett  
DN: cn=Stephanie Willett, o, ou,  
email=stephanie.willett@redcross.org, c=US  
Date: 2025.09.03 10:41:05 -07'00'

County: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: \_\_\_\_\_  
Johannes J. Hoevertsz, Director  
Sonoma County Public Infrastructure Department

The SPI Director is authorized to execute this Amendment, pursuant to the Board of Supervisors' Action dated \_\_\_\_\_, 2025.

APPROVED AS TO FORM  
FOR COUNTY:

\_\_\_\_\_  
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
C. Warren Sattler, Real Estate Manager  
Sonoma County Public Infrastructure

CERTIFICATE OF INSURANCE  
ON FILE WITH DEPARTMENT:

Reviewed by: \_\_\_\_\_