

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

This First Amendment ("Amendment"), dated as of \_\_\_\_\_, 2025 ("Effective Date") is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County"), and **WEST COUNTY COMMUNITY SERVICES**, a California corporation ("Licensee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the License (as defined below). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

**RECITALS**

WHEREAS, the County Department of Health Services is the tenant under that certain Lease dated May 11, 2017 ("Lease"), and by this reference made a part hereof, between Cornerstone Properties SA LLC ("Landlord") and County, for certain premises located at 5350 Old Redwood Highway, Suite 600, in Petaluma, California ("Leased Premises"); and

WHEREAS, County and Licensee have entered into a Mental Health Provider Agreement ("Provider Agreement") as the Provider Agreement may be amended/renewed from time to time, and is incorporated by this reference; through which Licensee provides a wellness program for adults referred by County's Department of Health Services in connection with said Provider Agreement; and

WHEREAS, County and Licensee entered into that certain Revocable License Agreement for Use of County Facilities, dated March 23, 2021 ("Agreement"), for use of a portion of The County's Leased Premises; and the Agreement expires on June 30, 2025; and

WHEREAS, County and Licensee wish to amend the Agreement in order to extend the term and to provide for an option to further extend the term.

NOW, THEREFORE, in consideration of the Premises and of the agreement of the respective parties herein set forth, it is mutually agreed as follows:

**AGREEMENT**

1. The foregoing recitals are true and correct.
2. Effective as of the Effective Date, the Agreement is hereby amended as follows:
  - A. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

"4. Term. The term ("Initial Term") of this Agreement shall commence as of the Effective Date ("Commencement Date") and expire on June 30, 2026, unless not renewed or unless either party hereto has given notice of termination of this Agreement under Section 21 below. Licensee shall have one (1), one-year option ("Extension Option") to extend the term effective July 1, 2026

through June 30, 2027 ("Option Period"), upon providing sixty (60) days' prior written notice to County.

4.1 Term Concurrent with Provider Agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event the Provider Agreement expires or is otherwise terminated, this Agreement shall automatically terminate effective the date the Provider Agreement expires or terminates."

B. 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

*With a copy to:* **COUNTY OF SONOMA**  
Department of Health Services  
Attn: Administration  
1450 Neotomas Avenue  
Santa Rosa, CA 95405

If to Licensee: **WEST COUNTY COMMUNITY SERVICES**  
Attn: Christy Davila, Executive Director  
P.O. Box 325  
Guerneville, CA 95446.

3. 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 County arising thereunder.

4. This Second 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 Second 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 FIRST AMENDMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.**

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

“LICENSEE”

**WEST COUNTY COMMUNITY SERVICES**, a  
California corporation

By: \_\_\_\_\_  
Christy Davila, Executive Director

“COUNTY”

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

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

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

APPROVED AS TO FORM  
FOR COUNTY:

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

RECOMMENDED FOR APPROVAL  
FOR COUNTY:

\_\_\_\_\_  
Nolan Sullivan, Director  
Department of Health Services

\_\_\_\_\_  
C. Warren Sattler, Real Estate Manager  
Facilities Development & Management Division

CERTIFICATE OF INSURANCE  
ON FILE WITH DEPARTMENT:

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