

SECOND AMENDMENT TO REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Second Amendment ("Second 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 **WOMEN'S RECOVERY SERVICES, A UNIQUE PLACE**, 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, County and Licensee entered into that certain Agreement for Services ("Service Agreement"), for Licensee to provide residential treatment service for drug/alcohol dependent women and their children; and

WHEREAS, County and Licensee entered into that certain Revocable License Agreement for Use of County Facilities, dated September 14, 2018 ("Original Agreement") for use of County-owned real property, located in Santa Rosa, California in connection with providing the services described in the Service Agreement; and

WHEREAS, County and Licensee entered into that certain First Amendment to License Agreement, dated December 15, 2020 ("First Amendment"); and the Original Agreement as amended by the First Amendment, is hereinafter referred to as the "Agreement"; and

WHERE, the Agreement expires on June 30, 2025, and Licensee and County wish to extend the term of the Agreement, and to provide for an option to further extend the term.

WHEREAS, County and Licensee wish to amend the Agreement in order to extend the term of the Agreement.

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:

"4.1 Term. The initial term of this Agreement shall commence on September 14, 2018, and expire on June 30, 2026, unless earlier terminated in accordance with 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.

4.2 Term Concurrent with Service Agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event the Service Agreement expires or is otherwise terminated, this Agreement shall automatically terminate effective the date the Service 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: **WOMENS RECOVERY SERVICES**
Attn: Diane Madrigal, Executive Director
P.O. Box 1356
Santa Rosa, CA 95402

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 SECOND AMENDMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

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

“LICENSEE”: **WOMEN’S RECOVERY SERVICES, A UNIQUE PLACE**, a California corporation

By: _____
Diane Madrigal, 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 Second 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
Sonoma County Public Infrastructure

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____