

**NAPA COUNTY AGREEMENT NO. 210280B
AMENDMENT NO. 1**

SPACE LICENSE AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) TO NAPA COUNTY AGREEMENT NO. 210280B is made and entered into as of this _____ day of _____, 2022, by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “Licensor,” and INNOVATIVE HEALTH SOLUTIONS, a California nonprofit corporation, whose business address is P.O. Box 183, Benicia, CA 94510, hereinafter referred to as “Licensee” and collectively with Licensor, the “Parties.”

RECITALS

WHEREAS, on February 5, 2021, Licensor and Licensee entered into Space License Agreement No. 210280C for use of certain real property located at 2751 Napa Valley Corporate Drive, Building B, Napa, California 94558, (“Premises”), which is used by the Licensee to utilize one (1) cubicle to conduct administrative work and store materials for use in the community and non-exclusive use of pantry, restrooms, parking and conference space as needed, along with use of certain furnishings and office equipment at the Premises; and

WHEREAS, on October 1, 2019, County and Innovative Health Solutions (previously Healthy Cooking with Kids, Inc.) entered into Service Agreement No. 200128B with COUNTY’S Health and Human Services to provide project coordination and implementation of a California Department of Public Health (CDPH) grant scope of work, convene community partners to develop a Community Nutrition Action Plan, provide nutritional education to low income residents and coordinate a sugar-free beverage campaign; and

WHEREAS, the term of Space License Agreement No. 210280B extends to the expiration date and all renewals of Service Agreement No. 200128B concluding on September 30, 2022; and

WHEREAS, CDPH has added a bridge year to the revenue agreement and there is a need to extend the term of Service Agreement No. 200128B; and

WHEREAS, Licensor and Licensee agree for Space License Agreement No. 210280B to be coterminous with the services provided by Licensee to Licensor pursuant to the provisions of Napa County Agreement No. 200128B dated October 1, 2019, and any amendments thereto, and make other modifications to the Agreement; and

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Paragraph 2 is amended to read in full as follows:

2. **TERM; TERMINATION FOR CONVENIENCE:** The term of this Agreement shall commence on February 25, 2021. Unless terminated earlier in accordance with Paragraph 18, the term of the License shall be coterminous with the term of services provided by Licensee to Licensor pursuant to the provisions of Service Agreement No. 200128B dated October 1, 2019, and any amendments thereto. Upon expiration or termination of that Agreement, Licensee's rights under this License Agreement shall also terminate.

2. Paragraphs 18 and 19 are hereby added to the License Agreement:

18. CANCELLATION:

a. Both Licensor and Licensee shall have the right to cancel this License Agreement by giving the other party written notice of intention not to renew, no less than thirty (30) days prior to the expiration of the then current term. Cancellation of this License Agreement alone does not impact the Licensee's obligations under Service Agreement No. 200128B (dated October 1, 2019) with Napa County Health and Human Services Department. For purposes of this Paragraph, notice of termination on behalf of Licensor may be given by the Director of Health and Human Services and/or the Director of Public Works.

b. This License Agreement provides the site for services rendered by Licensee to the Napa County Health and Human Services Department pursuant to Napa County Agreement No. 200128B (dated October 1, 2019) and any amendments thereto. In the event that Agreement No. 200128B is canceled or modified to the extent that Licensed Space is no longer required, this License shall terminate to coincide with the effective date of such termination or modification.

19. POSSESSORY INTERESTS. This Agreement may create a possessory interest in real property or improvements subject to property taxation. Licensee is hereby notified it is solely responsible for any taxes on possessory interests created by this Agreement, pursuant to California Revenue and Taxation Code section 107.6.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by LICENSOR and LICENSEE. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first above written.

INNOVATIVE HEALTH SOLUTIONS, INC.

By: Corrine Q. Quinn
CORRINE QUINN, President

By: Norma Lisenko
NORMA LISENKO, Chief Financial Officer

"Licensee"

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>August 2, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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