

**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 the **GEYSERVILLE CHAMBER OF COMMERCE**, a California non-profit corporation ("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, County and Licensee entered into that certain Revocable License Agreement for Use of County Facilities, dated November 2, 2010 ("Original Agreement") for use of certain real property located at 21100 Geyserville Avenue, Geyserville, California, commonly known as the Geyserville Visitor Plaza / Park & Ride; and

WHEREAS, County and Licensee entered into that certain First Amendment to Revocable License Agreement dated October 28, 2015 ("First Amendment"); and the Original Agreement as modified by the First Amendment is hereinafter referred to as the Agreement; and

WHEREAS, County and Licensee desire to extend the term of the Agreement and make other modifications.

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

A G R E E M E N T

1. Effective as of the Effective Date of this Second Amendment, 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. Initial Term. The initial term of this Agreement shall commence on November 2, 2010 ("Commencement Date"), and expire on November 1, 2030, unless earlier terminated in accordance with Section 18 below.

4.1 Extended Terms. At the end of the Initial Term, Licensee is given five (5) options, each for a period of one (1) year (the "Extended Terms", each an "Extended Term"), on all of the provisions contained in this Agreement. Licensee

shall give written notice of exercise of its option (“Option Notice”) to County at least sixty (60) days prior to the expiration of the preceding term.”

B. Section 8. Compliance with Laws is deleted in its entirety and replaced with the following:

“8. 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 and use of the Premises, including all laws and regulations regarding the possession, use, and sale of alcohol including by Licensee’s subcontractors, vendors, or other permittees. 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.

C. Section 16 is hereby deleted in its entirety and replaced with the following:

“16. Insurance. Licensee shall maintain, and shall require all of its subcontractors, agents, and renters and alcohol vendors at the Premises, to maintain insurance as described in **Exhibit D-1** attached hereto and made a part hereof.”

D. **Exhibit D** is hereby deleted and replaced with a new Exhibit D, attached hereto.

E. **Exhibit D-1** is hereby deleted and replaced with a new Exhibit D-1, attached hereto.

F. The addresses for Notices, pursuant to Section 24 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

With a copy: COUNTY OF SONOMA
Sonoma County Transit
Attn: Transit Systems Manager
355 W. Robles Avenue
Santa Rosa, CA 95407
Email: _____

If to Licensee: GEYSERVILLE CHAMBER OF COMMERCE
Attn: President, Board of Directors
P.O. Box 276
Geyserville, CA 95441
Email: _____

G. The following sections are added to the Agreement:

“Section 27.9. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.”

“Section 27.10. Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a “Certified Access Specialist” (CASP).

Further, “A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.””

2. 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.

3. 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 AGREES TO ALL SAID TERMS AND CONDITIONS.

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

“LICENSEE”: **GEYSERVILLE CHAMBER OF COMMERCE**, a California non-profit corporation

By: _____
President, Board of Directors

“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 sign this Second Amendment pursuant to Board of Supervisors' Action dated _____, 2025.

APPROVED AS TO FORM
FOR COUNTY:

Deputy County Counsel

RECOMMENDED FOR APPROVAL:

Trish Pisenti, Deputy Director
Sonoma County Public Infrastructure

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

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:
Reviewed by:_____

Exhibit D

**INDEMNITY AND INSURANCE AGREEMENT
FOR USE OF COUNTY FACILITIES AT
GEYSERVILLE VISITOR PLAZA/PARK & RIDE**

Vendor's Name _____ (hereinafter "Vendor")
Please Print

In consideration of and as condition for being permitted to participate as a liquor vendor in any event at the Geyserville Visitor Plaza / Park & Ride, located at 21100 Geyserville Avenue, Geyserville, California (hereinafter "the Premises"), which may include, but not be limited to, weekly farmers' market events ("Licensed Events"), Vendor hereby agrees as follows:

- A. Indemnification and Hold Harmless:** Vendor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the County of Sonoma, and its officers, agents, and employees (hereinafter "County"), and the Geyserville Chamber of Commerce, and its officers, agents, and employees, from and against any actions, claims, damages, suits, procedures, liabilities, disabilities, or expenses, including attorney's fees, that may be asserted by any person or entity, including Vendor, which may be brought as a result of or in relation to any Vendor use of the Premises or involvement or participation in any events at the Premises, including Licensed Events and any alcohol-related activity or incidents arising therefrom, and to reimburse the County of Sonoma, its officers, agents, and employees, and the Geyserville Chamber of Commerce, and its officers, agents, and employees for any such expenses incurred.
- B. Liability for Loss or Damage to County Property:** Without limiting the foregoing, Vendor shall be liable to County for any loss or damage to the Premises arising from or in connection with Vendor's involvement or participation, or that of any of its officers, agents, or employees, in any event at the Premises.
- C. Insurance:** Vendor shall maintain insurance as described below, which shall be current at any and all times Vendor participates or is involved in any event at the Premises:
 - 1. Workers Compensation and Employers Liability Insurance**
 - a. Required if Licensee has employees.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma, and its officers, agents, and employees, and the Geyserville Chamber of Commerce, and its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. Required Evidence of Insurance: Copy of the additional insured endorsement or policy language granting additional insured status; and Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. *(Required if Licensee owns vehicles.)*
- c. Insurance shall apply to all hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Liquor Liability Insurance

- a. Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; \$1,000,000 Aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- c. Required Evidence of Insurance: Certificate of Insurance.

Standards and Documentation (all Insurance).

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- b. The Certificate of Insurance must include the following reference: Licensed Events - Geyserville Visitor Plaza / Park & Ride
- c. All policies shall include provision that the policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Public Infrastructure Department.
- d. The following documentation shall be submitted to the Geyserville Chamber of Commerce:
 - i. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of the Agreement to which this Indemnity and Insurance Agreement is attached.
 - ii. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of the execution of the Agreement.
 - iii. Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.
- e. The name and address for Additional Insured endorsements and Certificates of Insurance is:

Policy Obligations. Vendor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach. If Vendor, for any reasons, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement.

D. County Beneficiary. The County of Sonoma is intended third party beneficiary of this Agreement, with all rights appurtenant thereto.

Severability: The undersigned further expressly agrees that the foregoing Indemnity and Insurance Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this Indemnity and Insurance Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Vendor.

Signature of Vendor

Date

Name (print)

Title

Exhibit D-1

Licensee shall, and shall require all of its subcontractors, agents, and renters and alcohol vendors at the Premises, to maintain insurance as described below.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. ntitled to coverage for the higher limits maintained by Licensee.
- d. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- e. cate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.

- f. The County of Sonoma, and its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. (*Required if Licensee owns vehicles.*)
- c. Insurance shall apply to all hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

Liquor Liability Insurance

(*For events with alcohol.*)

- a. Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; \$1,000,000 Aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- c. Required Evidence of Insurance: Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a. The Certificate of Insurance must include the following reference: License for Use of County Facility – Geyserville Plaza/Park & Ride.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The address for Additional Insured endorsements and Certificates of Insurance is: The County of Sonoma, 400 Aviation Boulevard, Suite 100, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required

- insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.