

## REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Agreement, made and entered into on \_\_\_\_\_, 2020 ("Effective Date"), by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California, (hereinafter called the "County"), and the **RUSSIAN RIVER CHAMBER OF COMMERCE & VISITOR CENTER**, a California non-profit corporation (hereinafter called the "Licensee"). 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 is the owner of certain real property and improvements, commonly known as the Guerneville Pedestrian Bridge and Plaza; and

WHEREAS, Licensee will be hosting various community events to promote local artists, agriculture and businesses in the Guerneville area, and desires to use the Guerneville Pedestrian Bridge and Plaza for said events; and

WHEREAS, Licensee has requested use of the County's Guerneville Pedestrian Bridge & Plaza for said events; and

WHEREAS, Licensee's use of County's Guerneville Pedestrian Bridge & Plaza for said events will not impact County's use of the subject property; and

NOW, THEREFORE, it is mutually agreed as follows:

### A G R E E M E N T

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.
2. Premises. Licensee is hereby permitted to use the County real property, commonly known as the Guerneville Pedestrian Bridge and Plaza, as specifically depicted in **Exhibit A** (hereinafter, the "Premises") for the Events as defined in Section 6.
3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.
4. Term. The initial term of this Agreement ("Initial Term") shall be three (3) years, commencing as of the Effective Date, and expiring on \_\_\_\_\_, 2023, unless earlier terminated in accordance with Section 22 below.
5. Consideration.

5.1 Monetary Consideration. In consideration of this Agreement, Licensee agrees to pay County an annual payment of One Hundred Fifty-One and 00/100 Dollars (\$151.00). The first payment shall be due upon execution of this Agreement, and thereafter upon the anniversary of the Effective Date of this Agreement. All fees due hereunder shall be paid by Licensee to the County of Sonoma, Department of Transportation & Public Works, 2300 County Center Drive, Suite B100, Santa Rosa, CA 95403.

Non-Monetary Consideration. In addition to the monetary consideration required under Section 5.1 above, Licensee shall produce Events, as defined in Section 6 below, for the community, which Events shall be open to the general public.

6. Use. Licensee's use shall be limited to the following: Food and beverage sales, sales of locally-produced products, and entertainment. No other uses shall be permitted. Without limiting the foregoing, Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold or given away, and/or open containers of alcohol to leave the Premises. Licensee shall not allow outside liquor to be brought onto the Premises by event guests and/or visitors.

The rules and regulations attached hereto as Exhibit B, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them.

Licensee, at its sole cost and expense, shall clean and restore the Premises after each use, to condition satisfactory to County.

- 6.1 Events. Licensee's use shall be limited to special events, sponsored by Licensee, for the community, which are open to the general public ("Event" or "Events"). On or before July 1<sup>st</sup> of each calendar year, Licensee shall submit to County in writing a Schedule of Events ("Schedule"), substantially in the form of the attached Exhibit C, for the 12-month period beginning January 1 and ending December 31 of the following then following year. Said Schedule is subject to prior written approval of County which approval shall not be unreasonably withheld or delayed. In the event Licensee desires to use the Premises for an Event not described in the approved Schedule, then Licensee shall request approval from County in writing at least thirty (30) days prior to such proposed Event. Such events are subject to prior written approval of County which approval shall not be unreasonably withheld or delayed.

- 6.2 Program Requirements. Licensee shall file with County at least three (3) weeks prior to the holding of an Event an outline of the activities to be conducted, table and chair set-up and such other information as may be required concerning an Event. The outlines shall be substantially in the form of the attached Exhibit C-1.

7. Operational Restrictions. Licensee shall not permit more than two hundred (200) persons on the Bridge at any time, and Licensee shall ensure and monitor the number of persons on the Bridge during any and all Events to insure that the

maximum 200-person capacity is not exceeded. In no event shall more than a maximum total of three hundred twenty (320) persons be allowed on the combined Premises, which includes the Bridge and Plaza, at any time during any and all Events. Licensee must maintain a minimum six foot (6') clear pedestrian walkway across the entire length of the bridge portion of the Premises, subject to future County public safety determinations regarding the maximum capacity of the Premises and the width and configuration of said pedestrian walkway. In the event County determines that the maximum capacity of the Premises must be changed for public safety reasons, County shall notify Licensee in writing in the manner set forth in this Agreement. Licensee shall use tables, pavilions, traffic delineators or other appropriate items to restrict the flow of pedestrian traffic to said walkway. In no event may vehicles enter the Premises. Notwithstanding the foregoing, motorized wheelchairs operated by disabled persons may be brought upon the Premises.

Licensee shall not install, operate, or maintain any improvement, equipment, or any other alteration without prior written approval of County. Any such improvement, equipment, or alteration shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance causes any direct or indirect interference with the operation of County's facilities, Licensee shall immediately correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said condition.

8. Taxes. If applicable, Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
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.
10. Compliance with Laws. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.
11. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
12. Inspection. County shall be permitted to enter and inspect the Premises at any and all times.
13. Extent of Grant of License. This Agreement and the license herein are granted only in County's proprietary capacity as owner of the Premises. Nothing in this Agreement shall effect any regulatory or governmental authority of County as to Premises or any activity thereon. Acquisition of any other necessary permits or

entitlements for use is the responsibility of Licensee. **NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.**

14. Deposit. At all times a deposit shall be held by the County to assure Licensee performance of its obligations under this Agreement. A deposit in the amount of One Thousand Five Hundred Dollars (\$1,500) shall be due upon execution of this Agreement. Licensee understands that the deposit shall not be refundable for any reason unless County, in its absolute discretion, determines such a refund in whole or in part, to be warranted. No interest shall be paid Licensee as to the deposit.
15. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.
16. Non liability of County. **LICENSEE HEREBY ACCEPTS THE PREMISES IN IT'S "AS-IS" PHYSICAL CONDITION AND ITS "AS-IS" STATE OF REPAIR.**
17. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 17.1, 17.2, 17.3 and 17.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
  - 17.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this Agreement.
  - 17.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.
  - 17.3 Approval of Agreement. The approval of this Agreement by County.
  - 17.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.

18. Insurance. With respect to the rights granted hereunder, Licensee shall maintain insurance as described in **Exhibit D**, attached hereto, and by this reference made a part hereof.
19. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.
20. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, medical condition or disability.
21. Employment Practices. In the performance of this Agreement, Licensee shall not discriminate against any employee, or applicant for employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
22. Termination. County may terminate this Agreement for good cause upon forty-eight (48) hours' notice to Licensee.
23. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.
24. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.
25. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees are not officers, agents or employees of the County and shall act in an independent capacity. Further, Licensee, its officers, agents and employees shall not represent themselves to be officers, agents, or employees of County.
26. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

27. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after receipt of e-mail delivery and/or deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to County: County of Sonoma  
General Services Department,  
Facilities Development & Management  
Attn. Real Estate Manager  
2300 County Center Drive, Suite A200  
Santa Rosa, CA 95403

with a copy to: County of Sonoma  
Department of Transportation & Public Works  
Attn: Director  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403

If to Licensee: Russian River Chamber of Commerce & Visitors Center  
Attn: President, Board of Directors  
16209 First Street  
P.O. Box 331  
Guerneville, CA 95446

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 27.

28. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.
29. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its improvements, equipment, and alterations as designated by County, restore the Premises to its original condition, and vacate the Premises. In the event Licensee does not restore the Premises to a condition satisfactory to County, County may perform such work or hire others to perform on behalf of the County. Licensee shall immediately reimburse County for all direct and indirect costs associated with such work. In the event Licensee does not reimburse County within 30 days of County delivery of demand for reimbursement, an amount equal to the demand for reimbursement shall be deducted from the Deposit set forth in Section 14 of this Agreement. Reimbursements due that exceed the value of the Deposit shall be delivered to the County immediately upon demand.
30. General Provisions.
- 30.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

- 30.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to the matters contained herein. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.
- 30.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 30.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.
- 30.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 30.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 30.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
- 30.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

**LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS**

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

LICENSEE: **RUSSIAN RIVER CHAMBER OF COMMERCE & VISITORS CENTER**,  
a California non-profit corporation

DocuSigned by:  
By: Karin Moss  
Print Name: Karin Moss  
Title: Executive Director, Russian River Chamber of Commerce

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

By: \_\_\_\_\_  
Caroline Judy, Director  
Department of General Services

The General Services Director is authorized to sign this Agreement pursuant to Board of Supervisors' Action dated \_\_\_\_\_, 2020.

APPROVED AS TO FORM  
FOR COUNTY:

\_\_\_\_\_  
Jeremy Fonseca  
Deputy County Counsel

ACKNOWLEDGED:

Johannes Hoevertsz  
Johannes Hoevertsz, Director  
Department of Transportation &  
Public Works

CERTIFICATE OF INSURANCE  
ON FILE WITH DEPARTMENT:

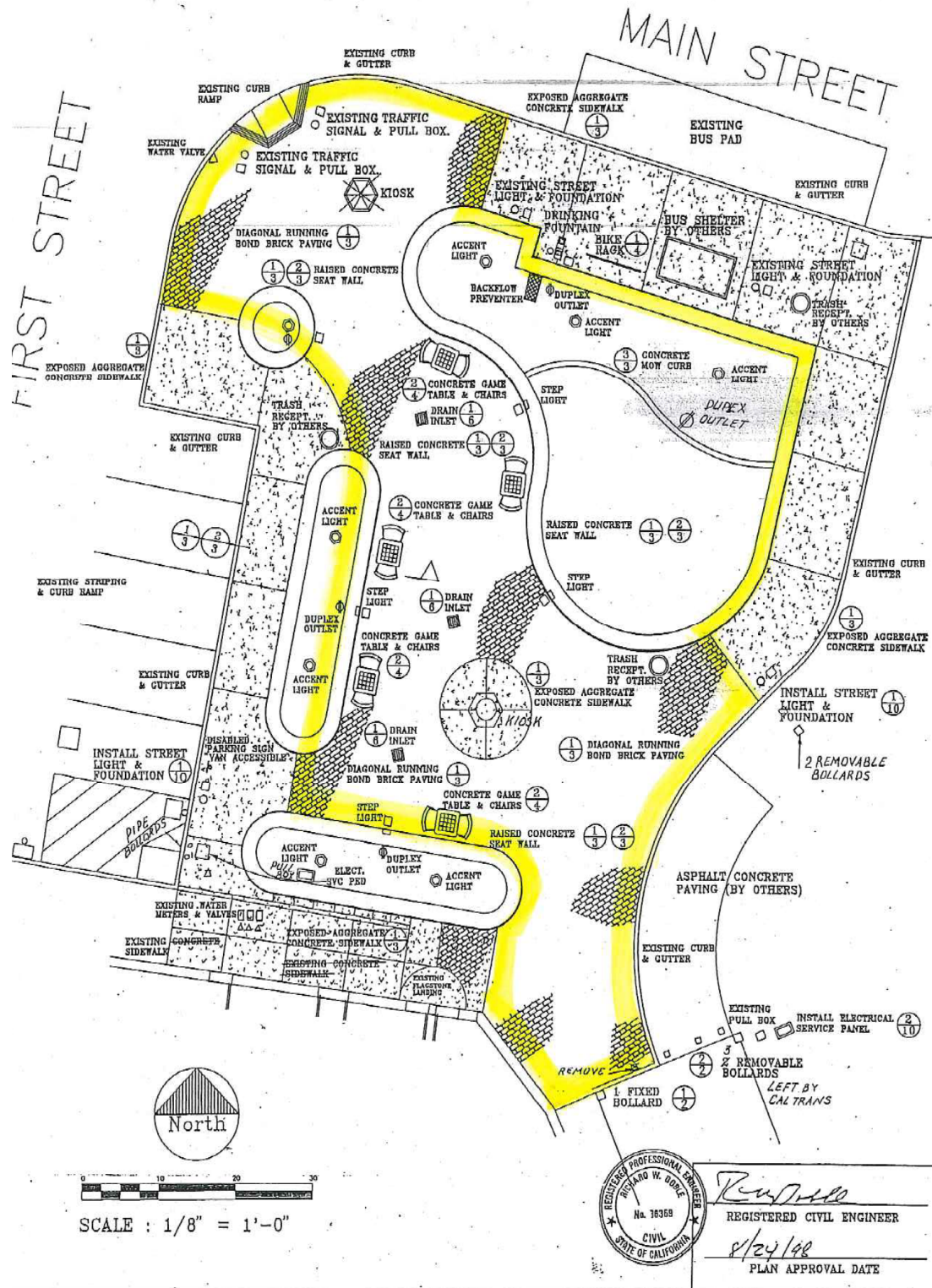
Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



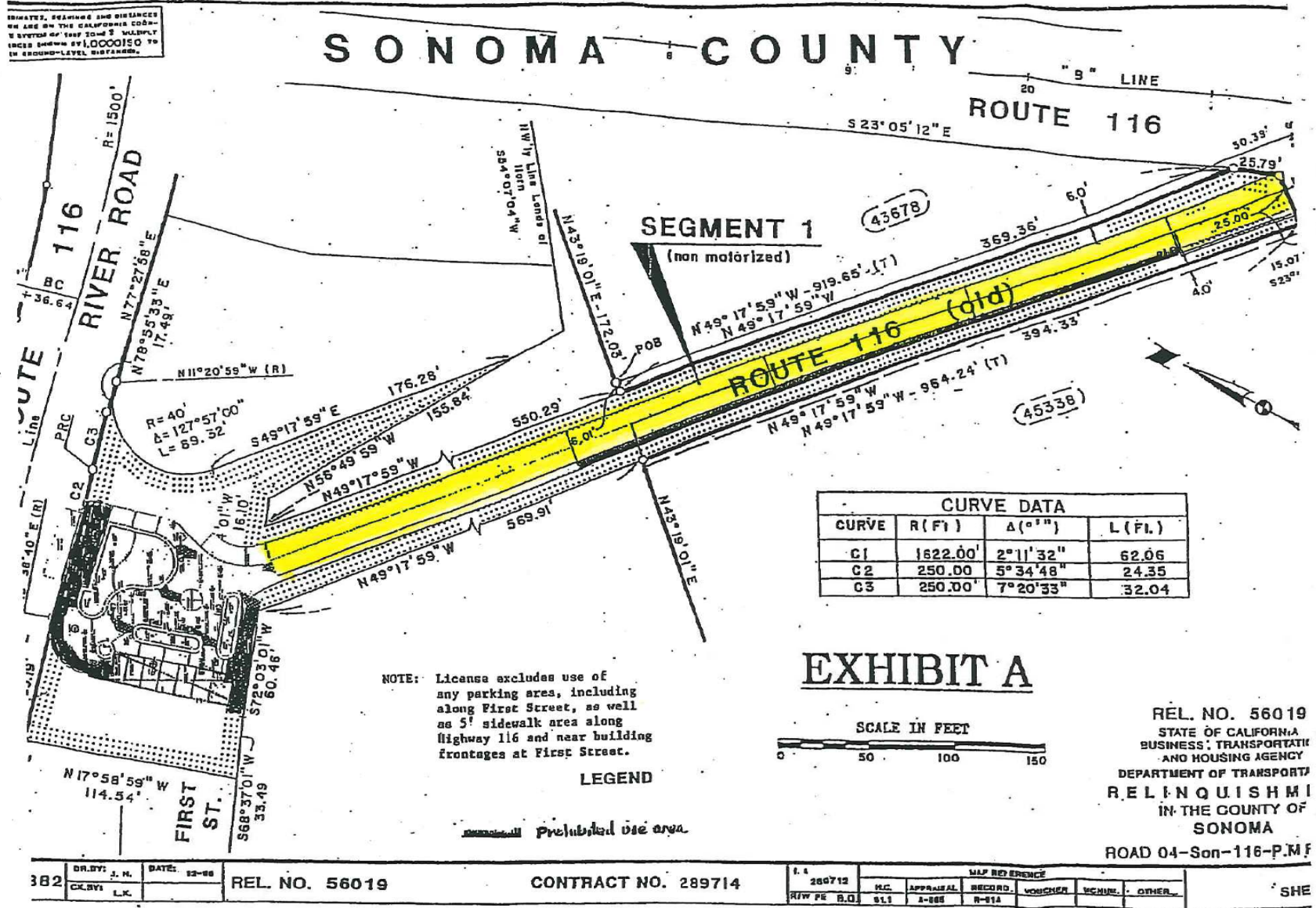
**Exhibit A**

**PREMISES**

# Guerneville Plaza



Guerneville Bridge



## **Exhibit B**

### **RULES AND REGULATIONS**

1. No permanent sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Premises without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee. All approved signs or lettering shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.
2. The sidewalks, stairways, and driveways shall not be obstructed by Licensee in such a manner as to violate the Americans with Disabilities Act (A.D.A.), fire code(s) or other laws, or used for any purpose other than for ingress to and egress from the Premises.
3. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.
4. No cooking shall be done or permitted on the Premises by Licensee or Licensee's vendors, without proper food permits and licenses required by law, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.
5. Licensee shall not use, permit use, or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
6. Licensee will make no changes to existing utilities (i.e., water, electrical) at the Premises. Licensee shall notify County, in writing, when use of electrical utilities is needed for an Event, prior to such an Event.
7. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the License to which these rules and regulations are made a part.
8. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
9. Licensee will have a representative on Premises at all times Licensee-sponsored events occur. Licensee's on-Premises representative will have knowledge of this Agreement and agrees to enforce its rules and regulations on behalf of Licensee.

10. County is not responsible for providing security at any time. Licensee, at its sole cost and expense, shall provide for private security personnel to be present for the safety of the public during use of the Premises.
11. Licensee shall clean up the Premises immediately after each Event.

**Exhibit C**

**2020 SCHEDULE OF EVENTS**

<u>Date(s)/Times</u>	<u>Event</u>
August 8, 2pm-10pm	National Night Out
October 4, 2pm-10pm	Feast Above The River

Other events will be determined by the Chamber, from time to time, and, in accordance with the Agreement, will be forwarded to the County for prior approval and subject to County's right to disapprove the occurrence of such events.

**Exhibit C-1**

**PROGRAM REQUIREMENTS**

**Exhibit D**

**INSURANCE REQUIREMENTS**



### **Exhibit D**

Licensee shall maintain and require all subcontractors, agents, vendors, suppliers and exhibitors to maintain similar insurance unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

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 term of this Agreement or any extensions of the terms.

#### **1. Workers Compensation Insurance & 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. **County of Sonoma, its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of the Licensee's ongoing operations. (Acceptable endorsements: ISO endorsement CG 20 26, ISO endorsement CG 20

12 or equivalents. Unacceptable endorsements: ISO endorsement CG 20 11 or any endorsement linking additional insured status to leased premises.)

- 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:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

**3. Automobile Liability Insurance** *(Required if Licensee owns autos or if autos are used in the activity or event.)*

- 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. Coverage shall cover all owned autos. *(Required if Licensee owns vehicles.)*
- c. Coverage shall cover all hired and non-owned vehicles. *(Required if vehicles are used in the event.)*
- d. Required Evidence of Insurance: Certificate of Insurance.

**4. Liquor Liability Insurance** *(Required if alcohol will be available at the event.)*

- 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.

**5. Professional Liability Insurance** *(Required from any entity, or its medical support suppliers, if medical or ambulance services are available to participants or spectators.)*

- a. \$1,000,000 per Medical Incident. \$1,000,000 Aggregate.
- b. Required Evidence of Insurance: Certificate of Insurance.

**6. 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.

**7. Documentation**

- a. The Certificate of Insurance must include the following reference: **License Agreement with Russian River Chamber of Commerce & Visitors Center for use**

**of the Guerneville Pedestrian Bridge and Plaza.**

- b.** All required Evidence of Insurance shall be submitted with the completed Agreement application.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, General Services Department, Attn: Real Estate Manager, 2300 County Center Drive, Suite A220, Santa Rosa, CA.**