

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

This Second Amendment (“Second Amendment”), dated as of _____, 2021 (“Effective Date”) is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (“County”), the **TOWN OF WINDSOR**, a municipal corporation (“Town”) (County and Town collectively referred to herein as “Licensors”), and the **WINDSOR CHAMBER OF COMMERCE & VISITORS CENTER**, 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). Licensors and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party”.

RECITALS

WHEREAS, Licensors and Licensee entered into that certain Revocable License Agreement for Use of County Facilities, dated August 8, 2007 (“Original Agreement”) for use of approximately one thousand six hundred thirty-nine (1,639) square feet of office space of the transit building (“Premises”), of that certain Windsor intermodal facility commonly known as the Windsor Depot, located on APN 066-100-081, 9001 Windsor Road, in the Town of Windsor, California; and

WHEREAS, Licensors and Licensee entered into that certain First Amendment to Revocable License Agreement for Use of County Facilities dated September 26, 2012 (“First Amendment”); and the Original Agreement and First Amendment are hereinafter collectively referred to as the “Agreement”; and

WHEREAS, Licensors and Licensee desire to amend the Agreement in order to extend the term, 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:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are true and correct.
2. 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 amended, as follows:
 - “4. Term.
 - A. The term is extended and shall expire at midnight on August 15, 2022, unless earlier terminated in accordance with Section 24 of the Agreement. The Director of the Department of General Services is authorized to provide such notice of termination on behalf of County.

B. Year-to-Year Extensions. On condition that Licensee is not in default at said time, the Agreement shall automatically be extended year-to-year, commencing upon the date after the expiration date of the prior expiration. In no event shall the Agreement, including as extended pursuant to any year-to-year extension, extend beyond August 15, 2027. Notwithstanding, either party may, in its sole discretion, elect to not extend the Agreement, subject to written notice to the other party no later than thirty (30) days prior to commencement of the extended term.”

B. Section 5 of the Agreement is hereby deleted and replaced with the following:

“5. Consideration.

5.1 Monetary Consideration. In consideration of this Agreement, commencing on October 1, 2021 (the “Payment Date”), Licensee agrees to pay County One Thousand One Hundred and Twenty-Five Dollars (\$1,125.00) per month. The monthly rental amount shall be increased on the anniversary of the Payment Date, and on each anniversary of the Payment Date during the Term by four percent (4%), except as provided for in this Section 5.1. Payment for any partial month shall be prorated on the basis of a thirty (30) day month. All consideration due hereunder shall be paid by Licensee on the first day of each calendar month, without notice, demand or offset to the address of:

Sonoma County Transit
Attn: Transit Accounting
355 West Robles Avenue
Santa Rosa, CA 95407.

5.2 Non-Monetary Consideration. In consideration of this Agreement, Licensee shall also provide the public with general transit information and sell Sonoma County Transit and other applicable transit passes during Licensee’s normal office hours (i.e., Mondays through Fridays, 9:00 a.m. to 5:00 p.m., excluding County-observed holidays). Licensee agrees to make available to County the Premises’ conference room for Sonoma County Transit meeting use upon forty-eight (48) hours’ notice by the County Transit Systems Manager, or designee, provided such request does not conflict with Licensee’s use.

In addition to providing general transit information and selling Sonoma County Transit and other applicable transit passes as described above, Licensee shall be allowed to sell products (i.e., clothing, mugs, magnets, etc.) to promote local Sonoma County tourism, businesses and hospitality.”

3. Except to the extent the Agreement is explicitly 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.

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”: WINDSOR CHAMBER OF COMMERCE & VISITORS CENTER, a California non-profit corporation

By: 
Beth Henry, Executive Director

“TOWN”: TOWN OF WINDSOR, a municipal corporation

By: _____
Ken MacNab, Town Manager

Recommended: _____
Jeneen Peterson, Administrative Services Director

Approved as to Form: _____
Jose M. Sanchez, Town Attorney

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

By: _____
Caroline Judy, Director
General Services Department

The General Services Director is authorized to execute this Amendment pursuant to Sonoma County Summary Action dated _____.

APPROVED AS TO FORM
FOR COUNTY:

Jeremy Fonseca
Deputy County Counsel

APPROVED
FOR COUNTY:

Johannes J. Hovertsz, Director
Transportation and Public Works Department

Keith Lew, Deputy Director
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____, 2021
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