

**RESOLUTION NO. 2095-07**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR  
AUTHORIZING THE TOWN MANAGER TO EXECUTE A LICENSE AGREEMENT  
WITH THE WINDSOR CHAMBER OF COMMERCE AND VISITORS CENTER FOR  
THE NON-EXCLUSIVE USE OF THE WINDSOR INTERMODAL TRANSPORTATION  
FACILITY**

**WHEREAS**, the County of Sonoma, a political subdivision of the State of California (“County”), and the Town of Windsor, a municipal corporation (“Town”), County and Town collectively referred to herein as “Licensors” (“Licensors”) jointly own that certain real property known as Assessor’s Parcel No. 066-100-081 (“Property”); and

**WHEREAS**, the Sonoma-Marina Area Rail Transit District (“SMART”) is the owner of certain real property (“SMART Property”) being a right-of-way located immediately west of the Property (“SMART Property”); and

**WHEREAS**, Licensors and SMART entered into a Cooperative Agreement for Development, Use, and Maintenance (Windsor Intermodal Transportation Facility) dated September 1, 2004 (“Cooperative Agreement”), for the development of intermodal facilities, including a commuter park-and-ride lot and a transit passenger building, known as the Windsor Intermodal Transportation Facility (“Windsor Depot”) on the subject Property and a portion of SMART Property, as previously approved by the County Board of Supervisors by Board Action No. 30; and

**WHEREAS**, construction of the Windsor Depot is scheduled to be completed on or about August 1, 2007, and upon completion, County and Town shall jointly own the Windsor Depot; and

**WHEREAS**, the Windsor Chamber of Commerce & Visitors Center, a California non-profit corporation desire to license the Property.

**WHEREAS**, the Windsor Chamber of Commerce & Visitors Center provides networking, referrals, support and a full-service visitors bureau, and is in need of office space, and Licensors are willing to grant Licensee the non-exclusive use of a portion of the Windsor Depot; and

**WHEREAS**, County, Town and the Windsor Chamber of Commerce & Visitors Center desire to enter into a license agreement in order to provide the terms and conditions for the non-exclusive use of the Windsor Depot; and

**WHEREAS**, County, Town and the Windsor Chamber of Commerce & Visitors Center desire to execute a license agreement, which in addition to other standard license agreement requirements will include the following terms and conditions:

Term of Agreement

The initial term of this Agreement shall be one (1) year, commencing on approximately August 1, 2007 (actual date to be determined), and expiring at midnight on July 31, 2009. At the end of the Initial Term, this Agreement shall automatically renew itself from year to year for a period not to exceed four (4) additional years,

Monetary Consideration

Licensee agrees to pay County Six Hundred Fifty and No/100 Dollars (\$650.00) per month. The monthly rental amount shall be adjusted on the anniversary of the Commencement Date, and on each anniversary of the Commencement Date during the Term by four (4%) percent.

Non-Monetary Consideration

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.)

Maintenance

Windsor Chamber of Commerce at its cost shall maintain, in good condition, all portions of the Premises, including, without limitation, all Licensee's personal property, signs, plate glass and windows. Licensee shall be responsible for janitorial service and supplies, and all restroom supplies at Licensee's sole cost and expense.

County shall provide cleaning services to the public access restrooms located within the Premises twice daily (once in the morning and once in the afternoon/evening), seven (7) days per week.

Town shall open and close the exterior public access restrooms (which are not a part of the Premises) daily, seven (7) days per week.


Utilities

Windsor Chamber of Commerce shall be responsible for the payment of all utilities, including, without limitation, gas, electricity, cable, phone, internet, water, sewer, and rubbish removal associated with Licensee's use of the Premises.

**NOW, THEREFORE BE IT RESOLVED** that the Town Council of the Town of Windsor authorizes the Town Manager to execute a License agreement with the Windsor Chamber of Commerce & Visitors for the non-exclusive use of the Windsor Intermodal Transportation Facility.

**PASSED, APPROVED AND ADOPTED** this 18th day of July 2007 by the following vote:

**AYES: COUNCILMEMBERS FUDGE, GOBLE, SALMON AND  
MAYOR PARKER**  
**NOES: NONE**  
**ABSTAIN: NONE**  
**ABSENT: COUNCILMEMBER ALLEN**



**WARIN J. PARKER, MAYOR**

**ATTEST:**



**MARIA DE LA O, TOWN CLERK**