



**DOWNTOWN ACTION ORGANIZATION
EXECUTIVE COMMITTEE MEETING
November 5, 2025, 9:30am**

**coLAB - Idea Lab
427 Mendocino Ave
Santa Rosa, CA 95401**

AGENDA

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| 1.0 | CALL TO ORDER | Chair Pauline Block will call the meeting to order at 9:30am |
| 2.0 | PUBLIC COMMENTS
ON NON-AGENDA
ITEMS | Comments from the public will be allowed on all agenda items at the time each item is called. <i>Limited to two minutes each.</i> |
| 3.0 | CONFLICTS OF
INTEREST OR
ABSTENTIONS | Committee members should declare if they have any personal conflicts of interest or need to abstain from participation in any items on the agenda. |
| 4.0 | ACTION: CONSENT
ITEMS | October 8 Meeting Minutes (<i>Attachment 1</i>) |
| 5.0 | ACTION:
MANAGEMENT
CONTRACT REVIEW | Committee to review and provide feedback or recommendation for board action on Consulting Agreement from Cadance Hinkle Allinson, or a single member LLC represented by her. (<i>Attachment 2</i>) |
| 6.0 | ACTION:
BOOKKEEPING
CONTRACT | Committee to review and provide feedback or recommendation for board action on Bookkeeping Proposal and Contract from Brainy. (<i>Attachment 3</i>) |
| 7.0 | ACTION: WEBSITE
DEVELOPMENT AND
MANAGEMENT
PROPOSAL | Committee to review and provide feedback or recommendation for board action on Website Development and Management Proposal from GeoCentric. (<i>Attachment 4</i>) |
| 8.0 | AD HOC COMMITTEE
RECOMMENDATIONS | Chair to share intention to create Ross Street Activation Ad Hoc committee and Street Level Service Contract review committee and assign Design & Improvement Ad Hoc Committee the responsibility of coordinating with the City on further Courthouse Square exploration. |

9.0	ACTION: APPROVAL OF DAO BANKING CHANGE	Committee to review and approve recommendations to close accounts at Poppy Bank and transfer funds to new accounts at Exchange Bank before year end.
10.0	DISCUSSION: GRAPHICS FOR DOWNTOWN PARK FEE PROJECTS	Committee to review graphics for Downtown Park Fee projects and determine next steps for implementation (<i>Attachment 5</i>).
11.0	ADJOURNMENT	Chair to adjourn meeting.

Downtown Action Organization (DAO) does not discriminate on the basis of disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings and programs are available by contacting reception at (707) 545-1414 one week prior to the meeting. Meeting information can also be accessed via the internet at <https://www.downtownsantarosa.org/districtnews>.

DAO Executive Committee Meeting – October 8, 2025, 9:30am
coLAB – Idea Lab
427 Mendocino Ave, Santa Rosa, CA 95401

Executive Committee Present: Pauline Block, Chris Denny, Hugh Futrell, Danielle Nelson

Absent: Beau Anderson

Staff Present: Cadance Hinkle Allinson

MINUTES

1.0 CALL TO ORDER

Chair Pauline Block called the meeting to order at 9:32am.

2.0 PUBLIC COMMENTS ON NON-AGENDA ITEMS (limited to two minutes each)

There were no public comments at this time.

3.0 CONFLICTS OF INTEREST OR ABSTENTIONS

There were no conflicts of interest or abstentions.

4.0 ACTION: CONSENT ITEM

Hugh Futrell made a motion to approve consent items 4.1 September 10, 2025 Meeting Minutes and 4.2 September 24, 2025 Meeting Minutes. Chris Denny seconded the motion and it was unanimously approved.

5.0 REPORT: EXECUTIVE DIRECTOR

Cadance shared she has yet to receive a contract from NexStreet, which she requested in July. NexStreet has technically been out of contract since September and she feels it would be prudent to seek an additional bid at this point. She asked whether the committee would like her to continue engaging with Block by Block to get a more formal quote for services. The committee agreed that two bids should be secured.

Cadance shared the new EV utility vehicle arrived and has been branded. The grant check from Sonoma Clean Power should arrive soon. With the grant and sale of the Taylor Dunn, the vehicle cost just under \$4,100.

She met with the local chapter California Native Plant society to determine how to approach the planters on 4th Street. They have ideas about how to incorporate native plants and community education into the planters. Cadance would also like to address the overcrowding and chaotic placement of the planters. She plans to share a recommendation with the Design & Improvement Ad Hoc later this year.

She spoke about her experience with GeoCentric / City Light as a potential new website provider for the District and suggested that Exec should review a budget, including the cost of a new website, at their November meeting.

Cadance reminded everyone about Fall Fun Fest coming up on October 24. There are currently 16 Downtown businesses participating.

6.0 REPORT: BOARD CHAIR

Pauline shared all items have been agendized for discussion during today's meeting and that conversations are occurring about the impact of Maraskeshia Smith's departure from the City.

7.0 DISCUSSION: PARK FEE PLANS AND NEXT STEPS

Pauline shared that conversations with QKA are ongoing and she hopes to share a document soon that highlights entry ways, streetscaping on 4th Street and Mendocino corridors, Jeju Way, wayfinding as connectivity and additional phased projects like Comstock and Depot Park. The goal is to have a detailed implementation plan to share with council and staff.

A question arose about where \$100,000 of allocated Downtown park fees has been spent. Danielle offered to follow up with staff.

8.0 DISCUSSION: BOARD ABSENCES

The committee reviewed the list of board members and their current number of absences. A discussion ensued about the fact that the bylaws currently require board members to be voted off with 2/3 of the board members present voting in support and it was agreed that such a mechanism was unrealistic and not representative of the culture of the organization.

A discussion occurred about potential bylaw changes to address absences as well as term limits.

The committee determined that Executive Committee members would reach out to those with 3 or more absences to discuss their intention to stay on the board. The board can take up any bylaw revisions related to the attendance policy and term limits in January.

A recommendation was made that board members are automatically cycled off if they miss 3 absences in the first six months of the year or 4 absences during the whole calendar year.

Pauline appointed Beau Anderson to serve as the Chair of the Nominating Committee and Cadance will move forward scheduling interviews for those who have been nominated.

9.0 DISCUSSION: STREET TREES AND PLANTERS

Cadance shared that she's been doing an inventory of the street trees and planters and went through the details of the plan she has developed with support of a local arborist, Robin North.

She has reached out to Davey Tree to do the following work, which is estimated around \$13,000, though some variables could lead to it increasing.

- Replant all uprooting trees on 4th, install cages and water bags
- Remove trees not growing due to shade conditions and place into empty tree wells
- Remove any trees that provide access concerns and place into empty tree wells
- Remove (2) dead ornamental pears in front of Jeju Way and replace with Eastern Redbuds as well as fill empty tree well (1)

She is working with ReLeaf Santa Rosa to replace trees on E and 3rd Streets.

Don Tomasi and Ken LaFranchi, as members of the Ad Hoc Design & Improvement Committee, both weighed in and voiced concern was the quality of the tree cages. Cadance shared that cages selected are meant to be temporary and cost about \$80 each, so can be replaced. High quality steel cages cost over \$1,000 each, so would not be feasible.

A short discussion about trees and planters ensued. Cadance shared a plan for the planters would come forward later in the year.

10.0 FUTURE ITEMS

Cadance shared that she will be attending the Economic Development Subcommittee meeting on Monday the 13th and recommended that the Board be given the opportunity to weigh in on whether they support a stage in Courthouse Square.

11.0 ADJOURNMENT

Chair Pauline Block adjourned the public meeting for closed session at 10:30am.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this ____day of _____, 2025.

CLIENT Downtown Action Organization Incorporated 50 Old Courthouse Sq., Ste 110 Santa Rosa, CA 95404 CT0265835 (the "Client")	CONSULTANT Cadance Hinkle Allinson 2649 Knob Hill Drive Santa Rosa, CA 95404 (the "Consultant")
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BACKGROUND

A. The Client desires to retain Consultant to provide certain consulting services described below; and

B. The Consultant desires to provide such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services") as outlined in Exhibit "A".
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF THE AGREEMENT

3. The term of this Agreement (the "Term") will begin on January 1, 2026 and will remain in full force and effect until December 31, 2028, unless terminated earlier as provided in section 4. The Term may be extended with the written consent of the Parties.
4. Notwithstanding any other provision of this Agreement to the contrary, either party may terminate this Agreement by giving the other party at least ninety (90) days' prior written notice of its election to terminate.

COMPENSATION

5. In consideration of Consultant's performance of the Services, the Client will pay Consultant the "Compensation." set forth in Exhibit "B".
6. Consultant will invoice the client monthly for Services performed. Client shall pay all invoices within 30 days of receipt.
7. Client shall reimburse Consultant for all expenses incurred in connection with providing the Services of this Agreement. Consultant shall submit claims for reimbursement to Client in writing, as incurred.

INDEPENDENT CONTRACTOR/AGENCY

8. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.
9. Contractor may serve as an agent of the Client only as expressly authorized by Client, in writing (e.g., Board Resolution).

CONFIDENTIALITY

10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
11. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
12. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of

whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

13. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
14. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

15. Upon the expiration or termination of this Agreement, the Consultant will ensure access to any property, documentation, records, or Confidential Information which is the property of the Client.

RIGHT OF SUBSTITUTION

16. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third-party subcontractor to perform some or all of the obligations of the Consultant under this Agreement.
17. In the event that the Consultant hires a sub-contractor:
 - a. the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
 - b. Contractor will remain responsible for the performance of its obligations under this Agreement. .

AUTONOMY

18. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

19. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

20. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- c. Downtown Action Organization Incorporated
50 Old Courthouse Square, Suite 110
Santa Rosa, CA 95404
- d. Cadance Hinkle
2649 Knob Hill Drive
Santa Rosa, CA 95404

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, subcontractors, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, subcontractors, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

INSURANCE REQUIREMENTS

23. The minimum amount of liability insurance to be maintained by Consultant shall be as follows:
- e. General Liability (bodily injury and property damage, including any liability normally covered by a general liability policy). One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate.
 - f. Workers' Compensation. Statutory workers' compensation insurance as required by applicable law and employer's liability insurance with minimum limits of \$500,000 each accident, \$500,000 each disease, and \$500,000 each employee, with respect to any employee or claim not fully covered by workers' compensation.
24. All certificates provided shall state, as named insureds under the policy, the DAO and its directors and officers.

MODIFICATION OF AGREEMENT

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

27. The Consultant will not voluntarily, or by operation of law, directly or indirectly, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client; provided however, the Consultant may assign this Agreement to an entity of which Contractor is the sole owner/member and may assign ownership/membership in the entity to a revocable living trust established for Contractor's benefit (and the benefit of Contractor's spouse and children) in which Consultant is a settlor and trustee (each a "Permitted Assignment"). Contractor shall promptly notify Client in writing when it has made a Permitted Assignment.

ENTIRE AGREEMENT

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

BINDING EFFECT

29. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GOVERNING LAW

31. This Agreement will be governed by and construed in accordance with the laws of the State of California.

SEVERABILITY

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 2025.

CLIENT	CONTRACTOR
Downtown Action Organization Incorporated	Cadance Hinkle Allinson
By:	
Its:	

Exhibit A
SCOPE OF SERVICES

The following management and administrative tasks will be provided by the Consultant:

- Create and implement annual work plan in collaboration with Executive Committee and Board
- Develop and monitor annual budget in collaboration with Executive Committee and Board
- Oversee ongoing service contracts including street level services, website management, bookkeeping and social media
- Serve as liaison to City of Santa Rosa staff and elected officials
- Ensure adherence to Management District Plan and compliance with DAO Bylaws
- Negotiate and secure necessary insurance for DAO
- Ensure organizational compliance with all state and federal laws and requirements
- Manage board level administration including creating agendas, taking minutes and appropriately noticing meetings to ensure Brown Act compliance
- Authorize recurring payments for contracted services and coordinate board approval for one-time payments over \$2,500
- Secure estimates for and oversee contracts related to project maintenance or other priorities as funding is available
- Provide regular and required communication to businesses and property owners
- Other responsibilities as agreed upon

Exhibit B
COMPENSATION SCHEDULE

Year	Annual Rate	Monthly Invoice
2026	\$152,200	\$12,684
2027	\$159,810	\$13,317.50
2028	\$167,800	\$13,984



Proposal and Scope of Work

Client Name: Cadance Hinkle Allinson
Company Name: Downtown Action Organization
Date: September 17, 2025

Thank you for considering Brainy for your bookkeeping needs!

We are pleased to present this proposal outlining the scope of our services, pricing structure, and additional offerings to support your business requirements.

It sounds like you need an accounting partner you can rely on to take the lead month-to-month on the finance side as you grow. We've never lost a client, we have a stable team, and we deliver books on time each month for our clients. We think we will be a perfect long-term partner for your business, considering how much experience we have serving companies with a nearly identical profile as yours.

Deliverables you'll receive each month will include:

- Data entry of financial transactions (e.g., invoices, receipts, bank statements)
- Bank and credit card reconciliation
- Monthly financial statement preparation:
 - Balance Sheet
 - Income Statement (P&L)
- General ledger maintenance
- Personalized chart of accounts
- Expense tracking

We'll continue using your Quickbooks Online account to manage your books.

Our pricing structure is transparent and based on the complexity and volume of your bookkeeping needs.

Based on your monthly business expenses that you shared with us, you would be on our Micro Business plan, at a rate of **\$149/mo**. If your expenses or transaction volume substantially increase, your plan rate is subject to change. We collect payment in advance at the beginning of each month. We accept ACH and use automated software for billing.

We will work closely with you to establish a timeline for the delivery of your books together with the financial reports each month.

If you'd like to move forward, please confirm by email. We will then send you a link to set up a billing profile with us. Once you complete that step, we will be ready to begin and will send you a link to our calendar to select a time for an onboarding call.

We sincerely hope you choose to move forward with us. We are ready to begin immediately, and we are motivated to exceed your expectations in helping manage the financial data of Downtown Action Organization.

We look forward to the opportunity to support your business' success.

Sincerely,

Maria Lyn Nanagad
Licensed CPA | Bookkeeping Accountant
Brainy | (415) 966 2655
mar@brainyadvisors.com

**rate subject to changes depending on service option*

[Brainy Contract Terms](#)

Brainy Contract Terms

1. Account Terms

Which means

You are responsible for your Account, the Materials you provide to Brainy's team, the accounts you sync, the answers you provide to our team, and the review and approval of Brainy's work . If you violate Brainy's [terms of service](#) we may cancel your service access. If we need to reach you, we will communicate via the Primary Email Address.

1. To access and use the Services, you must fill out a Brainy New Account Signup Form ("Signup Form"). To complete your Signup Form registration, you must provide us with your full legal name, business address, phone number, a valid email address, and any other information indicated as required. Brainy may reject your application for an Account, or cancel an existing Account, for any reason, at our sole discretion.
2. You must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside and from which you use the Services to open an Account.
3. You confirm that you are receiving any Services provided by Brainy for the purposes of carrying on a business activity and not for any personal, household or family purpose.
4. You acknowledge that Brainy will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you ("Primary Email Address"). You must monitor the Primary Email Address you provide to Brainy and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with Brainy can only be authenticated if they come from your Primary Email Address.
5. You are responsible for keeping your email and accounting software passwords secure. Brainy cannot and will not be liable for any loss or damage from your failure to maintain the security of your accounts. We may request additional security measures at any time and reserve the right to adjust these requirements at our discretion.
6. Technical support in respect of the Services is only provided to Brainy Users. Questions about the Terms of Service should be sent to Brainy Support.

7. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Services, or access to the Services without the express written permission by Brainy.
8. You agree not to reverse engineer Brainy's Services.
9. You understand that your Materials may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. "Materials" means Your Trademarks, written content, information, or other data provided or made available by you or your affiliates to Brainy or its affiliates.

2. Account Activation

Which means

Only one person can be the "Client Account Owner", usually the person signing up for the Brainy Service. The Client Account Owner is responsible for the Account, is bound by these Terms of Service and is responsible for the actions of others accessing the Account. If you sign up on behalf of your employer, your employer is the Client Account Owner responsible for your Account.

We may recommend or create certain accounts for you to administer services. You are responsible for activating and deactivating these accounts and complying with their terms, which may be with various third parties, including but not limited to Quickbooks, Xero, Gusto, and Helcim. Any Service or third party account you purchase through us will automatically renew unless you opt out.

2.1 Client Account Owner

1. Subject to Section 2.1.2, the person signing up for the Service by opening an Account will be the contracting party ("Client Account Owner ") for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding Account we may provide to the Client Account Owner in connection with the Service.
2. If you are signing up for the Services on behalf of your employer, your employer will be the Client Account Owner. If you are signing up for the Services on behalf of your employer, then you must use your employer-issued email address and you represent and warrant that you have the authority to bind your employer to our Terms of Service.

3. Your Brainy Account can only be associated with one Client Account Owner. A Client Account Owner may have multiple Brainy Accounts.

2.2 Staff Access

1. The Client Account Owner is responsible for: (a) ensuring its employees, agents and subcontractors comply with these Terms of Service; and (b) any breach of these Terms of Service by the Client Account Owner's employees, agents or subcontractors. The Client Account Owner acknowledges and agrees that Client Account Owner will be responsible for the performance of all of its obligations under the Agreement, regardless of whether it sublicenses or subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Client Account Owner.
2. The Client Account Owner and any users operating and interacting with Brainy on their behalf are each referred to as a "Brainy User".

3. Brainy Rights

Which means

Brainy has the right to control who we make our Services available to and we can modify them at any time. We may offer our services to your competitors, but we will never share your confidential information with them in doing so. In the event of an ownership dispute over a Brainy Account, we can freeze a Brainy Account or transfer it to the rightful owner, as determined by us.

1. The Services have a range of features and functionalities. Not all Services or features will be available to all Clients at all times and we are under no obligation to make any Services or features available in any jurisdiction. Except where prohibited in these Terms of Service or by applicable law, we reserve the right to modify the Services or any part thereof for any reason, without notice and at any time.
2. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Brainy employee, member, or officer will result in immediate Account termination.
3. We reserve the right to provide our Services to your competitors and make no promise of exclusivity. You further acknowledge and agree that Brainy employees and contractors may also be Brainy customers or Clients and that they may compete with you, although they may not use your Confidential Information (as defined in Section 6) in doing so.

4. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership.
Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, or confirmation of your status as an employee of an entity.
5. Brainy reserves the right to determine, in our sole discretion, rightful Account ownership and transfer an Account to the rightful Client Account Owner. If we are unable to reasonably determine the rightful Client Account Owner, without prejudice to our other rights and remedies, Brainy reserves the right to temporarily suspend or disable an Account until resolution has been determined between the disputing parties.
6. Brainy may receive affiliate referral fees from third-party providers used in the course of providing Services to Clients. These providers may include, but are not limited to, Gusto and Quickbooks.

4. Your Responsibilities

Which means

You are responsible for the information you provide to Brainy, not us. If you rely on Brainy services, your use of our services is subject to the following terms.

1. You are solely responsible for the data and information you give Brainy access to through the Services (including accounts you sync, bank statements, transaction logs, transaction identification, taxes, instructions you provide us, M&A prep), including compliance with any applicable laws or regulations.
2. You may not use the Brainy Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction, the laws applicable to you in your customer's jurisdiction, or the laws of Texas and the USA. You will comply with all applicable laws, rules and regulations in your use of the Service and your performance of obligations under the Terms of Service.
3. You agree not to hire or attempt to solicit for hire a current or former Brainy employee or contractor during and for a period of two (2) years after the end of your active contract term with Brainy. If you do hire a current or former Brainy employee or contractor or solicit to hire and thereby cause the departure of a current Brainy employee or contractor, you agree to pay a fee of \$50,000.00 USD to Brainy for each instance.
4. You agree to the terms of Brainy's Service Limitations.

5. Payment of Fees and Taxes

Which means

A valid payment method (such as a credit card) must remain on file to pay all service fees, including the subscription, hourly add-ons, fixed add-ons, credit card processing fees, taxes (if applicable) and additional fees required. You will be billed for your Subscription Fees every 30 days. Any Transaction Fees or Additional Fees will be charged to your payment method. If we are unable to process payment of Fees using your payment method, we may make subsequent attempts to process payment of Fees using your payment method. If payment of Fees is unsuccessful within 14 days of our initial attempt to process payment, Brainy may freeze your Account. You are responsible for all taxes relating to your Store or use of the Services. You may be required to remit Taxes to Brainy or to self-remit to your local taxing authority. No refunds.

1. You will pay the Fees applicable to your subscription to Bookkeeping and Other Services ("Subscription Fees") and any other applicable fees, including but not limited to applicable fees relating to your monthly expenses ("Subscription Plan Tier"), and any fees relating to your use of any products or services such as Quickbooks, Payroll, Tax Support, or Third Party Services ("Additional Fees"). Together, the Subscription Fees, Transaction Fees and the Additional Fees are referred to as the "Fees".
2. You must keep a valid payment method on file with us to pay for all incurred and recurring Fees. Brainy will charge applicable Fees to any valid payment method that you authorize ("Authorized Payment Method"), and Brainy will continue to charge the Authorized Payment Method for applicable Fees until the Services are terminated, and any and all outstanding Fees have been paid in full. Unless otherwise indicated, all Fees and other charges are in U.S. dollars, and all payments will be in U.S. currency.
3. Subscription Fees are paid in advance and will be billed in 30 day intervals (each such date, a "Billing Date"). Transaction Fees and Additional Fees will be charged from time to time at Brainy's discretion. You will be charged on each Billing Date for all outstanding Fees that have not previously been charged. Fees will appear on an invoice, which will be sent to the Client Account Owner via the Primary Email Address provided. Clients have approximately two weeks to bring up and settle any issues with the billing of Subscription Fees.

4. Brainy's Fees are subject to change at any time at Brainy's discretion. Depending on the nature of your business, our Fees may be higher or lower than advertised at Brainy's sole discretion.
5. If we are not able to process payment of Fees using an Authorized Payment Method, we may make subsequent attempts to process payment using any Authorized Payment Method. If we are unable to successfully process payment of Fees using an Authorized Payment Method within 14 days of our initial attempt, we may suspend and revoke access to your Account and the Services. Your Account will be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle. You may not be able to communicate with Brainy's Team or make requests during any period of suspension. If the outstanding Fees remain unpaid for 30 days following the date of suspension, Brainy reserves the right to terminate your Account.
6. All Fees are exclusive of applicable federal, provincial, state, local or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future ("Taxes").
7. You are responsible for all applicable Taxes that arise from or as a result of your subscription to or purchase of Brainy's products and services. To the extent that Brainy charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us. Such amounts are in addition to the Fees for such products and services and will be billed to your Authorized Payment Method. If you are exempt from payment of such Taxes, you must provide us with evidence of your exemption, which in some jurisdictions includes an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive evidence satisfactory to Brainy of your exemption. If you are not charged Taxes by Brainy, you are responsible for determining if Taxes are payable, and if so, self-remitting Taxes to the appropriate tax authorities in your jurisdiction.
8. For the avoidance of doubt, all sums payable by you to Brainy under these Terms of Service will be paid free and clear of any deductions or withholdings whatsoever. Other than Taxes charged by Brainy to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law will be borne by you and paid separately to the relevant taxation authority. Brainy will be entitled to charge the full amount of Fees stipulated under these Terms of Service to your Authorized Payment Method ignoring any such deduction or withholding that may be required.

9. Brainy does not provide refunds.

6. Confidentiality

Which means

Both you and Brainy agree to use the Confidential Information of the other only to perform the obligations in these Terms of Service. Confidential Information must be protected and respected.

1. "Confidential Information" will include, but will not be limited to, any and all information associated with a party's business and not publicly known, including specific business information, bank statements, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. Brainy's Confidential Information includes all information that you receive relating to us, or to the Services, that is not known to the general public including information related to our security program and practices.
2. Each party agrees to use the other party's Confidential Information solely as necessary for performing its obligations under these Terms of Service and in accordance with any other obligations in these Terms of Service including this Section 6. Each party agrees that it will take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such party's obligations hereunder, who each will treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the receiving party will give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information will not include any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of

disclosure of such information; (B) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms of Service; or (C) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms of Service.

7. Limitation of Liability and Indemnification

Which means

We are not responsible for damages or lawsuits that arise if you break the law, breach this agreement or go against the rights of a third party. The Service is provided on an "as is" and "as available" basis. We provide no warranties and our liability is limited in the event of errors or interruptions.

1. You expressly understand and agree that, to the extent permitted by applicable laws, Brainy and its contractors will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or relating to the use of or inability to use the Service or these Terms of Service (however arising, including negligence).
2. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Brainy partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (a) your breach of these Terms of Service or the documents it incorporates by reference; (b) or your violation of any law or the rights of a third party.
3. You will be responsible for any breach of the Terms of Service by your affiliates, agents or subcontractors and will be liable as if it were your own breach.
4. Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
5. Brainy does not warrant that the Services will be uninterrupted, timely, secure, or error-free.
6. Brainy does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

7. Brainy is not responsible for any of your tax obligations or liabilities related to the use of Brainy's Services.
8. Brainy does not warrant that the quality of any products, services, information, or other materials purchased or obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.

8. Privacy and Data Protection

Which means

Brainy's use and collection of personal information is governed by our Privacy Policy. Brainy's use and collection of customer personal information is further governed by our Data Processing Addendum.

1. Brainy is firmly committed to protecting the privacy of your personal information and the personal information of your employees, contractors, clients, and customers. By using the Service, you acknowledge and agree that Brainy's collection, usage and disclosure of this personal information is governed by our [Privacy Policy](#).

9. Term and Termination

Which means

To initiate a termination, you must contact Support. Brainy will respond with specific information regarding the termination process for your account. Once termination is confirmed, services contracted through Brainy will no longer be provided. If you cancel in the middle of your billing cycle, we'll complete services through the end of any term already paid for.

We may terminate your account at any time.

1. The term of these Terms of Service will begin on the date of your completed registration for use of a Service and continue until terminated by us or by you, as provided below (the "Term").
2. Any services offered at no cost as part of a promotion are only available once per Company. A valid credit card is required before the start of any promotional services. If a cancellation notice is not received before the end of a free promotional period, you will be automatically billed at the start of the next payment period. Any amount billed is non-refundable.

3. You may cancel your Account and terminate the Terms of Service at any time by contacting Brainy Support and then following the specific instructions indicated to you in Brainy's response.
4. Without limiting any other remedies, we may suspend or terminate your Account or the Terms of Service for any reason, without notice and at any time (unless otherwise required by law), including if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services. Termination of the Terms of Service will be without prejudice to any rights or obligations which arose prior to the date of termination.
5. Upon termination of the Services by either party for any reason:
 - a. Brainy will cease providing you with the Services and you will no longer be able to communicate with Brainy Team members;
 - b. Unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise; and
6. Any outstanding balance owed to Brainy for your use of the Services through the effective date of such termination will immediately become due and payable in full.
7. Following termination, it will be your sole responsibility to handle all matters related to work performed by Brainy.
8. If there are any outstanding Fees owed by you at the date of termination of the Service, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.

10. Modifications

Which means

If we make a material change to the Terms of Service that adversely affects your rights under the Terms of Service or your use of our Services in a material way, we will notify you in advance (unless the change relates to legal requirements or to prevent abuse of our Services, among other things).

1. We reserve the right, in our sole and absolute discretion, to update or change any portion of the Terms of Service at any time. We will provide you with reasonable advance notice of changes to the Terms of Service that materially adversely affect your use of the Services or your rights under the Terms of Service by sending an email to the Primary Email Address, or by similar means. However, Brainy may make

changes that materially adversely affect your use of the Services or your rights under the Terms of Service at any time and with immediate effect for legal, regulatory, fraud and abuse prevention, or security reasons. Unless we indicate otherwise in our notice (if applicable), any changes to the Terms of Service will be effective immediately upon posting of such updated terms at this location. Your continued access to or use of the Services after we provide such notice, if applicable, or after we post such updated terms, constitutes your acceptance of the changes and consent to be bound by the Terms of Service as amended. If you do not agree to the amended Terms of Service, you must stop accessing and using the Services.

2. Brainy may change the Fees for the Services from time-to-time. We will provide you with 30 days advance notice prior to any changes in Fees by sending an email to the Primary Email Account, or by similar means. Brainy will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services (or any part thereof).

11. General Conditions

Which means

1. The Terms of Service, including the documents it incorporates by reference, constitute the entire agreement between you and Brainy and govern your use of the Services and your Account, superseding any prior agreements between you and Brainy (including, but not limited to, any prior versions of the Terms of Service).
2. The failure of Brainy to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. If any provision of the Terms of Service, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provision of the Terms of Service will remain in full force and effect.
3. Save for Brainy and its affiliates, you or anyone accessing Brainy Services pursuant to these Terms of Service, unless otherwise provided in these Terms of Service, no person or entity who is not a party to these Terms of Service will have any right to enforce any term of these Terms of Service, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this will not affect the rights of any permitted assignee or transferee of these Terms.

4. The Terms of Service will be governed by and interpreted in accordance with the laws of the state of Texas and the laws of the United States applicable therein, without regard to principles of conflicts of laws.
5. The Terms of Service may be available in languages other than English. To the extent of any inconsistencies or conflicts between these English Terms of Service and Brainy's Terms of Service available in another language, the most current English version of the Terms of Service will prevail. Any disputes arising out of these Terms of Service will be resolved in English unless otherwise determined by Brainy (acting in its sole discretion) or as required by applicable law.
6. All the terms and provisions of the Terms of Service will be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. Brainy will be permitted to assign these Terms of Service without notice to you or consent from you. You will have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without Brainy's prior written consent, to be given or withheld in Brainy's sole discretion.
7. If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms of Service, and the Terms of Service will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.
8. On termination, all related rights and obligations under the Terms of Service immediately terminate, except that (a) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination; and Sections 1 (Account Terms), 4.3 (Non-Solicitation), 5 (Payment of Fees and Taxes), 6 (Confidentiality), 7 (Limitation of Liability and Indemnification), 8.1 (Intellectual Property and Your Materials), 9 (Term and Termination), 10(1) (Modifications), and 11 (General Conditions) will survive the termination or expiration of these Terms of Service.



September 19, 2025

Cadance H. Allinson
Executive Director
Santa Rosa Downtown District
50 Old Courthouse Square, Suite 110
Santa Rosa, CA 95404

Dear Cadance,

On behalf of Geocentric, I am pleased to offer to the Santa Rosa Downtown District this proposal for Destination Website Design and Development. I believe Geocentric's extensive experience delivering effective websites for Downtown Districts makes us an ideal partner for your project.

Geocentric is committed to building honest, trusting relationships with our clients and working collaboratively to develop solutions that meet client needs. If I can answer any questions, or provide any clarifications on the content, please do not hesitate to contact me directly at 301-960-4724.

Sincerely,

James W Blakeslee
President, Geocentric



Geocentric Firm Profile

Geocentric LLC was established in September 2005 with the vision of enabling clients in economic development and destination marketing to self-publish and self-manage high quality interactive content, especially geographic content, in their websites. Our easy to use Citylight® CMS Software puts clients in control of location-driven web directories, sophisticated event calendars, branded interactive maps, and full destination district websites.

Since our founding we have been fortunate to work with over 75 Downtown District Organizations, large and small. Some of our current clients include: LA's Downtown Center BID, The Downtown Raleigh Alliance and First Friday Raleigh, Downtown Atlanta, San Diego's Little Italy, Nashville Downtown Partnership, Midtown Atlanta, Yerba Buena, the Boulder Downtown Partnership and Downtown Tulsa.

In addition to our core work with Downtown Organizations, we've also done interactive and mapping "special projects" for other organizations including the State of Maryland Office of Tourism, the State of Maryland Office of Economic Development, Marriott International, Feeding America, Major League Baseball, and the Marine Corps Marathon.

While our primary motivation is the satisfaction of our clients, Geocentric is proud to have been recognized with numerous industry awards, including a Webby Award (Official Honoree) in the Mobile Category; "Best in Class" for Tourism Promotion at Northeastern Economic Developers Association Awards for Excellence in Literature and Promotions; an IAC Award for Best Regional Interactive Application; a Webby Award (Official Honoree) for Website; and a Web Award for Outstanding Achievement in Website Development.

Geocentric was founded with support from the University of Maryland's Dingman Center for Entrepreneurship. The firm is a graduate of the Silver Spring Innovation Center, a business incubator of TEDCO and the Montgomery County, Maryland Department of Economic Development.

We continue to advance and refine our software in support of client needs. Our office is located at Industrious, a co-working center in North Bethesda, Maryland.



About Citylight® Software

The foundation of all our web projects is a subscription to Geocentric's Citylight® Software. This hosted web software is specifically designed for use by non-technical users who need to maintain a geographically aware and mappable database of merchants, attractions, art, transportation points, properties, contacts, events, and/or other Place Data. From this central data repository, our clients manage and publish rich responsive websites and feed content to other digital partners through our open API.

The easy-to-use Citylight® interface is designed for non-technical users, and provides efficient and productive use of the powerful, underlying SQL relational database. Using this interface, client staff will be empowered to update (add/edit/delete) specific content elements within the public facing website, such as:

- Website Structure via Pages and Sections
- Searchable Merchant and Other "Directory" Listings
- Detailed Interactive Maps
- Events and Calendars
- News Releases
- Blog Posts and Merchant Spotlight Features
- Images, such as Photos and Logos
- Files, such as PDF files or Microsoft Office documents.

Citylight® is also designed to support and enable numerous traditional interactive website features as well, including:

- Keyword-driven Site Search
- Support for "Featured" Listings or Sponsor Logos
- Dynamic Site Map
- Dynamic Navigation Menus

Citylight® is a secure, 100% hosted "Software as a Service" web product and is built on an Open Source foundation of Linux (Red Hat), Apache, MySQL, and PHP. In contrast to WordPress, Maps and Calendars are native to the Citylight CMS so we not require the integration of third-party plug ins to achieve key functionality.

Note that at any time, organization data such as merchant listings can be quickly exported to CSV/Excel for internal staff purposes, such as mailing lists, preparing print materials, or other internal projects or reports. Data held in Citylight is always owned by the client.

Client References

We are very proud of the relationships we develop and maintain with all of our clients. You are welcome to contact these references to get their personal experiences about working with Geocentric.

Client: **Boulder Downtown Partnership**
Contact: Terri Takata-Smith, Director of Marketing
Phone: (303) 449-3774
Email: terri@dbi.org
Website: BoulderDowntown.com

Client: **Downtown SF BID**
Contact: Melissa Buckminster, Marketing Manager
Phone: (415) 634-2251
Email: melissa@DowntownSF.org
Website: DowntownSF.org

Client: **LA Fashion District**
Contact: Elizabeth Zurita, Director of Marketing
Phone: (818) 437-8218
Email: elizabeth@fashiondistrict.org
Website: FashionDistrict.org

Client: **Jack London BID Oakland**
Contact: Savlan Hauser, Executive Director
Phone: (404) 658-1877
Email: savlan@jacklondonoakland.org
Website: JackLondonOakland.org

Client: **Downtown Association of Santa Cruz**
Contact: Shiri Gradek, Director of Marketing & Events
Phone: (831) 359-7130
Email: shiri@downtownsantacruz.com
Website: DowntownSantaCruz.com

Selected Clients (2025)

Every week, Citylight serves about 4 million Page Views on behalf of our clients -- helping people find places to eat, stores to shop at, where to park, art to see, and countless other ways to explore destination districts. Some of our clients include:

Bellevue Downtown Association (WA)
Boulder Downtown Partnership (CO)
Capitol Riverfront BID (DC)
Carlsbad Village Association (CA)
Centennial Park District (GA)
Cherry Creek North BID (CO)
Downtown Akron Partnership (OH)
Downtown Atlanta / Central Atlanta Progress (GA)
Downtown Boise (ID)
Downtown Flagstaff (AZ)
Downtown Fort Worth Inc (TX)
DTLA / LA Downtown Center BID (CA)
Downtown Houston (TX)
Downtown Lincoln Association (NE)
Downtown Norfolk Council (VA)
Downtown Raleigh Alliance (NC)
Downtown Roanoke Inc (VA)
Downtown Green Bay (WI)
Downtown Tempe (AZ)
Downtown Tulsa (OK)
The Gulch BID – Nashville (TN)
Hillsborough Street Partnership (NC)
The LA Fashion District (CA)
Liberty Station (CA)
Little Italy San Diego (CA)
Longmont Downtown Development Authority (CO)
Midtown Atlanta (GA)
Nashville Downtown Partnership (TN)
National Landing (VA)
Ocean Beach Main Street (CA)
River North Arts District (CO)
Rochester Downtown Alliance (MN)
Rosslyn BID (VA)
Sawyer Yards (TX)
Silver Spring Arts District (MD)
Wheaton Urban District (MD)



Citylight® Subscription Services:

Citylight® is Geocentric's proprietary Web Software and Content Management System which is offered via Software as a Service (SaaS) Subscription. SaaS is a method of software delivery and licensing in which software is accessed online via a subscription, rather than bought and installed on individual computers. The Scope of Services (c) includes:

a) Citylight® Web Software (the “Software”): Geocentric will maintain the availability of secure, web based access to the Software to Client 24 hours a day, 7 days a week. Client will receive the rights to all Software upgrades and improvements released during the Term at no additional charge. All content held in the Software will remain the exclusive property of the Client and can be exported at any time.

b) Website Hosting & Monitoring: Geocentric will provide secure web site and web application hosting. Geocentric will provide monitoring 24 hours a day, 7 days a week for website uptime, server uptime, and server services and will also perform incremental daily backups and full weekly offsite backups of both the web site code and data.

c) Citylight® Open API: Upon Client's written request, Geocentric will enable third parties real-time access to Client data held in Citylight® via an Application Programming Interface (API) for any use designated by the Client, such as but not limited to digital kiosks or mobile apps.

d) Website Analytics: Geocentric will setup and install Google Analytics and/or Google Tag Manager for the hosted web site.

e) Search Engine Optimization: Geocentric will setup a Sitemap feed to Google Web Console (formerly Google Webmaster) for the purposes of search engine optimization using the Google Sitemaps Protocol.

f) Technical Support: Geocentric will provide technical support via both email and phone during regular business hours to all personnel designated by the client.

Please note that Citylight services do NOT include domain name registration or organizational email hosting.



Website Design and Development

KICK-OFF AND DISCOVERY

The initial step of the website design process will be to hold a kick-off meeting with the client. At this meeting we will discuss the goals of the project and establish the audience and critical information architecture elements, with a special focus on what the main navigation of the site will be and how users will move through the site. *Note that this meeting and others may be done via conference call to eliminate direct travel costs.*

INFORMATION ARCHITECTURE

Based on this meeting, Geocentric will produce a digital sitemap to document the architecture of the new site and preview the navigation hierarchy. We will consider the needs of the various audiences and their key needs: consumer/visitors, property owners, and other organizational partners or investors. We will determine the content types that the website will need to support, such as the directory of businesses, calendar of events, and the library of reports and documents. Finally we will map this desired state against the current website to determine what content can be migrated and what content needs to be newly sourced.

CITYLIGHT® SETUP / SERVER SETUP / DATA LOADING / CONTENT MIGRATION

Geocentric will configure a secure, hosted implementation of our Citylight® software to support designated client staff, who will be able to interact with this web application over the Internet with user names and passwords. Then, based on the determined content requirements, Geocentric will perform the initial data loading of the client's structured web content into the Citylight® software and we will establish a "devsite", which will be a private website hosted on the internet at temporary domain addresses, to allow the client to view our work as it progresses.

TEMPLATE DESIGN AND DEVELOPMENT

Based on brand design materials provided by the client, Geocentric will code custom web templates to support the features and functions of the new site, including custom forms and integration with services such as social media feeds and HTML email newsletters. These templates will be connected to the underlying Citylight® CMS to allow the client to easily add/edit/delete pages and content from the website in real time. All Geocentric website templates are designed to be "mobile first" then extend in a fluid and responsive manner from small devices to large desktop displays. We strike a careful balance to keep



page load times fast while still delivering high quality visual assets like video and imagery. Finally, we code all pages to best practices and to a target accessibility rating of WCAG Level AA compliance for use by people with disabilities.

INTERACTIVE MAPS

For this project, Geocentric will install and configure Mapbox maps. These flexible maps can be used for category pages, location pages, and business or event detail pages. Using our specialized GIS and Mapping skills, Geocentric can customize these maps with fonts and colors to match the website, and/or callout features such as the district boundary.

CONTENT LOADING AND ONBOARDING

All content provided by the client in advance of the site launch will be loaded and populated into the website by Geocentric. Our research shows that most content can be exported from WordPress or quickly scraped from the live site. The exception is past events from the event calendar, we do not typically migrate past events.

SITE LAUNCH and SEARCH ENGINE OPTIMIZATION

At a mutually agreed upon time, Geocentric will assist the client to make domain setting changes to "launch" the updated website. Geocentric will setup and configure Google Analytics and Google Search Console, and perform other tasks related to the website launch. Importantly, we will review the website's top 50 pages and create 301 redirects as necessary to preserve the SEO value of pages that new to be mapped to new URLs.



Additional Notes

Excluded Work. This scope of work does NOT include the following:

- Design services for print design.
- Copywriting and copyediting.
- Creation, sourcing, or selection of photography, iconography, or graphic design for the site.
- Trademark, patent, or copyright clearances
- Maintenance of client provided, third party plug-ins or social media tools after launch
- Regulatory compliance, e.g., privacy, security, accessibility, disclosures, financial, etc.
- Content loading or editing after site launch.
- Search engine marketing or search engine optimization consulting services.
- Domain Name Ownership or Domain Name Related Fees
- Email Hosting

Specifications. Geocentric's work will be prepared to the following specifications:

- The site will be developed to be mobile first and responsive, using the current version of Bootstrap.
- The site will be developed to load quickly targeting a score above 90 on Google speed tests.
- The site will be developed to be compatible with all modern browsers.
- The site will be developed with a target goal of WCAG level AA accessibility compliance.

Assumptions and Client Obligations

- Client's data handling practices comply with all applicable privacy laws.
- Client's engagement of Agency will not cause Agency to be treated as a "data processor" or "data controller" under GDPR. No personally identifiable customer or user data relating to EU citizens will be provided by Client.
- Client will provide timely feedback and responses to meeting the target schedule.



Initial “One Time” Project Costs:

Fixed Price Web Design & Development

Geocentric will provide the initial services as described in the Website Design and Development section above at a fixed one-time price of **\$15,000**. \$7,500 of this amount is due as a deposit at the outset of the project, and the final \$7,500 will become due (NET 30) upon the delivery of training and successful site launch. This fixed price reflects an estimate of 75 hours of labor priced at our non-profit rate of \$200 per hour.

Ongoing Subscription Costs

Citylight® Annual Subscription Services

On an annual prepaid subscription basis, Geocentric will provide the services as described in the Citylight® Subscription Services section above, at a fixed price of **\$6,000** per year.



The first year's payment will become due at the outset of the website development process. Upon the 12 month anniversary of this date, and annually thereafter, the client may elect, at their option and without obligation, to renew the subscription to the Citylight® Subscription Services.

- A** Artistic Connectivity & Wayfinding
- B** Lighting, Planters & Streetscape
- C** Jeju Way



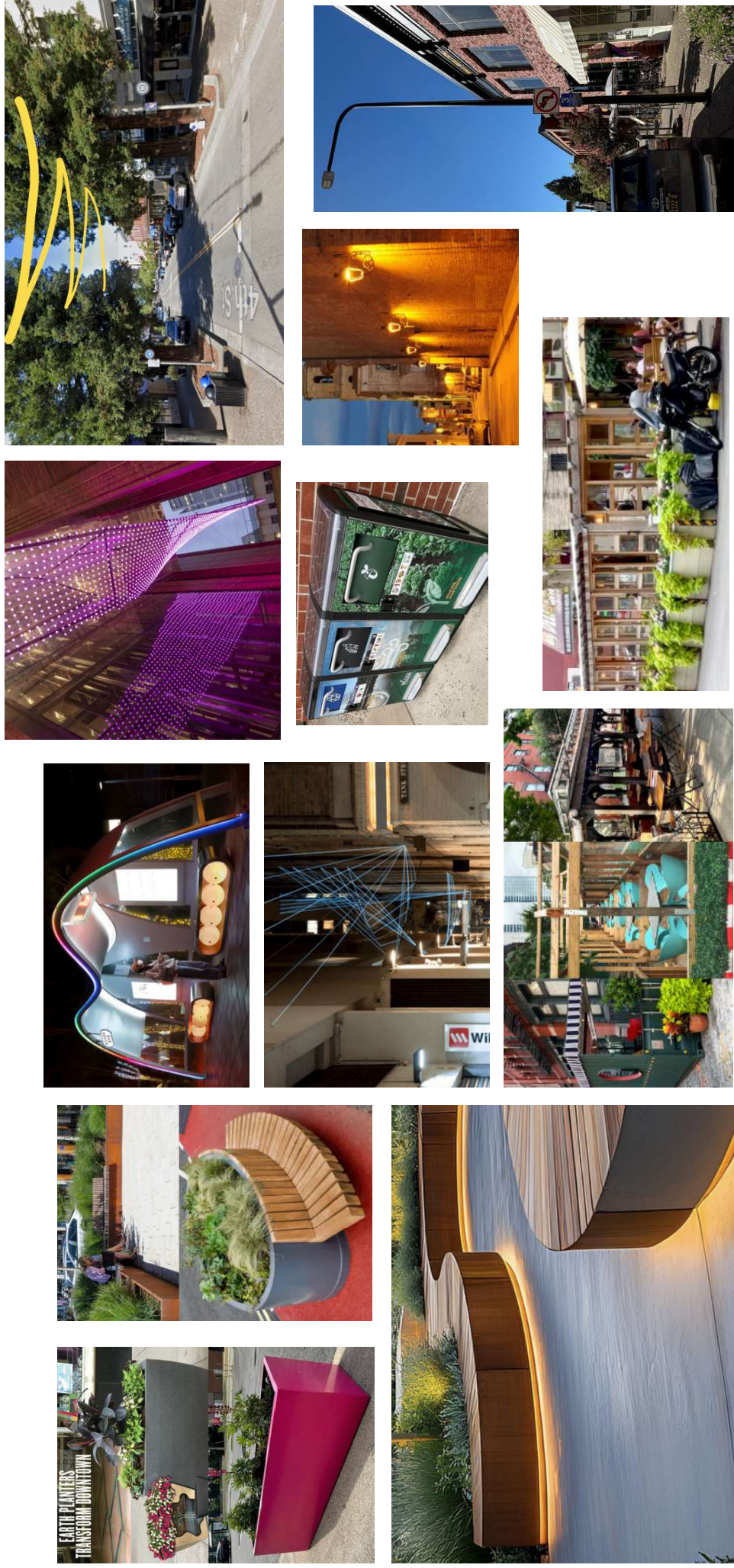
ARTISTIC CONNECTIVITY + WAYFINDING

Create identity + direct visitors



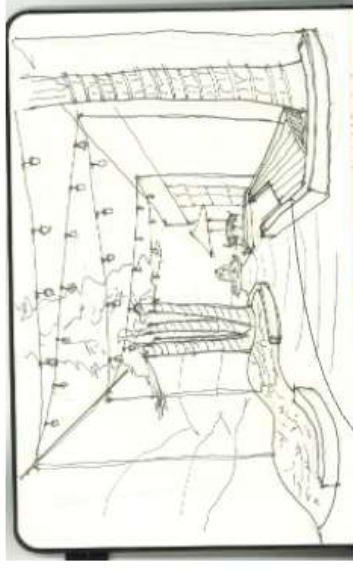
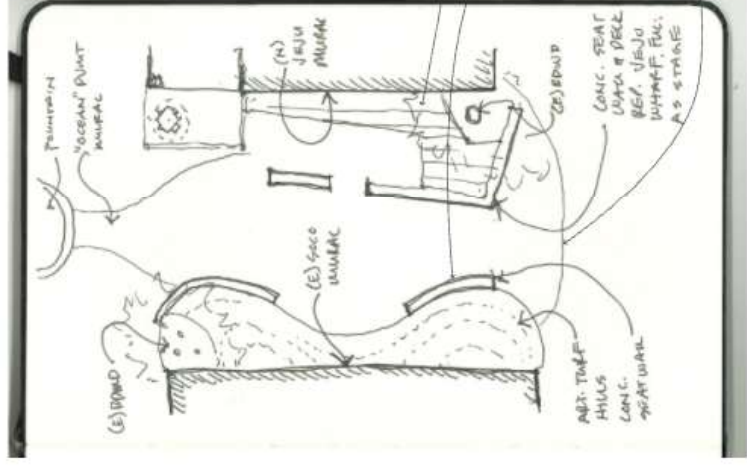
LIGHTING, PLANTERS + STREETSCAPE

Create attractive, cohesive, clean and safe downtown environment



JEJU WAY

Update highly trafficked area with opportunities for engagement while maintaining connection to history



JEJU CITY, SOUTH KOREA



VISION + ACTION PLAN

The Downtown Action Organization is proposing that the City allocate existing park fees to three projects in the Downtown core that would create vibrant and engaging recreational spaces for the community and visitors. These efforts will expedite needed community amenities and spur economic development in the downtown core.

Three proposed projects include:

- Artistic Creativity & Wayfinding – incorporating both ground and wall murals to create unification between Courthouse Square and Railroad Square to better direct visitors and residents
- Lighting, planters and streetscape improvements – repainting existing light poles and installing creative lighting elements, new trash receptacles, public parklets, updated benches and planters to create an attractive, clean and safe experience for those enjoying the Downtown area
- Jeju Way – updating the highly trafficked space with family friendly opportunities for engagement while maintaining a critical connection to our Sister City

Other sources of funding might be available to complete the following additional projects within the Downtown core that need to be addressed in the near future:

- Updates to the CalTrans properties that serve as the primary entrances to downtown Santa Rosa from the 101 Freeway
- Reimagining of Comstock Mall into a safe, clean community asset
- Updates to Depot Park that maintain historic relevance
- Review of usage and future community needs for Courthouse Square

The DAO is prepared to help to lead these efforts with City staff and engage in a transparent process that ensures funds are expended efficiently and effectively to maximize the impact to the Downtown core.

We encourage council to prioritize these three projects and direct staff to work with the DAO to complete these critical updates beginning in 2026.