



**DOWNTOWN ACTION ORGANIZATION
EXECUTIVE COMMITTEE MEETING
December 10, 2025, 9:30am**

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

AGENDA

- | | | |
|------------|---|--|
| 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 | November 12 Meeting Minutes (<i>Attachment 1</i>) |
| 5.0 | REPORT: TREASURER | Review of Monthly Financial Statements ending November 30, 2025. (<i>Attachment 2</i>) |
| 6.0 | REPORT: EXECUTIVE
DIRECTOR | Update provided on business changes, street level services, administrative and workplan items. (<i>Attachment 3</i>) |
| 7.0 | REPORT:
BOARD CHAIR | Report on progression of board activities, including committee updates and continued Entertainment Zone discussion. |
| 8.0 | ACTION:
MANAGEMENT
CONTRACT REVIEW | Committee to review and provide feedback or recommendation for Board action for the Consulting Agreement for 2026 District Management and Administration. (<i>Attachment 4</i>) |
| 9.0 | ACTION:
WEBSITE CONTRACT | Committee to review and approve scope of work and service agreements, per prior board authorization, for Website development and maintenance from Geocentric. (<i>Attachments 5,6,7</i>) |

10.0	ACTION: SOCIAL MEDIA CONTRACT	Committee to review and approve contract, per prior board authorization, for Social Media Management from Riley Farmiloe. <i>(Attachment 8)</i>
11.0	ACTION: 2026 BUDGET RECOMMENDATION	Treasurer to present 2026 Budget Proposal for committee to review and provide recommendation for Board action. <i>(Attachment 9)</i>
12.0	ACTION: 2026 BOARD NOMINATIONS	Beau Anderson to present Nominating Committee's recommendation to nominate Amanda Kurt and Hali Lenox to the DAO Board effective January 1, 2026 for an initial one-year term. Executive Committee to review, discuss and determine formal recommendation for slate of nominees.
13.0	FUTURE AGENDA TOPICS	Committee to share any future topics they wish to be addressed.
14.0	ADJOURNMENT	Chair to adjourn meeting.

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DAO Executive Committee Meeting – November 12, 2025, 9:30am
coLAB – Idea Lab
427 Mendocino Ave, Santa Rosa, CA 95401

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

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

Beau Anderson made a motion to approve November 5, 2025 Meeting Minutes. Danielle Nelson seconded the motion and it was unanimously approved.

5.0 REPORT: TREASURER

Danielle Nelson reviewed the monthly financial statement ending October 31, 2025. She shared there was nothing of note and added that Sonoma Clean Power's grant was impactful.

6.0 REPORT: EXECUTIVE DIRECTOR

Cadance shared updates about property transitions and new businesses in the Downtown.

Hugh Futrell joined the meeting at 9:36am.

She shared that a full audit of 4th Street sidewalk infrastructure was completed and raised concerns about the bike racks popping up everywhere.

Cadance also shared that the Nominating Committee, chaired by Beau Anderson, would be interviewing candidates the first week of December and would have recommendations for the December Executive Committee meeting. She shared she was still unclear about the number of open board seats.

Cadance mentioned that she was meeting with SRPD and that there was an info session tomorrow morning at SRPD. Cadance will resend the invite to everyone today.

Cadance noted that the tree work on 4th is in process of being completed.

Pauline mentioned that the Sonoma County Tool Library needed to find another space and it's likely that they'll be moving into coLAB.

7.0 REPORT: BOARD CHAIR

Pauline shared that all relevant items would be discussed during the meeting. Pauline mentioned that those interested in serving on the Courthouse Square Ad Hoc Committee would meet directly after the next board meeting.

8.0 ACTION: MANAGEMENT CONTRACT REVIEW

Pauline shared that outreach happened to two local attorneys and she engaged with one recommended by Beau Anderson. Pauline asked whether the committee was comfortable with the current red lined contract before it was sent to the attorney.

The committee reviewed the questions presented and no additional questions were raised, though it was recommended auto insurance be included.

Danielle Nelson made a motion to approve the current draft of management contract to go to outside council for review. The motion was seconded by Hugh Futrell and approved.

The contract review is expected to take one week and the contract will go to the board for approval in December.

9.0 ACTION: STREET LEVEL SERVICES

Danielle Nelson, who chaired the ad hoc committee on street level service providers, provided an overview of their discussion and the meetings with Block By Block and NexStreet. She shared that Block By Block had a very compelling presentation and that NexStreet unfortunately did not provide great reassurance for meaningful change.

Cadance shared that she had a conversation with Matt Allen from NexStreet about the NexStreet contract and he shared they were working to make changes and address the issues.

Danielle shared that the recommendation was to move forward with Block By Block. Cadance reached out to five other BIDs where Block By Block has contracts for a reference. A brief discussion occurred about any potential issues that other Districts might have experienced with Block By Block.

The committee discussed in detail the contract presented by Block By Block and noted the following recommended changes, which Cadance will communicate to Block By Block:

1. Downtown Action Organization, Inc. should be the customer
2. Any reference to the state/county should be: the state of California, County of Sonoma
3. Insurance should reference the DAO and it's directors and officers as additionally insured
4. Automobile insurance must meet the requirements set forth in the grant agreement with Sonoma Clean Power.
5. The contract should be the flat monthly rate.
6. The District map should be updated to include the Museum of Sonoma County Parcels
7. Exhibit E should match the expense line item proposed
8. Item 6a should be amended to state the DAO would own the equipment it purchased. There should also be clarity that states specifically the Cushman Utility Vehicle is owned by the DAO, and operated and maintained by BBB.
9. The Force Majeure language should remove "labor disputes" and add "Payment shall be suspended for any period when such circumstances prohibit performance".

Hugh Futrell moved that the Executive Committee recommend to the Board approval of a contract with Block By Block, a. subject to Block By Block addressing the specific concerns raised and, b. subject to any possible review by counsel. Danielle Nelson seconded the motion. It was unanimously approved.

10.0 ACTION: SOCIAL MEDIA PROPOSAL

Pauline shared that she approached a social media contractor, Riley Farmiloe, to provide a proposal for the DAO's social media starting in 2026. Pauline shared details about the conversations and options included in the proposal.

A question arose about whether the contract included the daily reposting of content that tagged Downtown Santa Rosa.

A conversation ensued and Chris Denny moved to recommend the Executive Committee recommend the Core Package for approval, assuming clarification that anything Downtown Santa Rosa is tagged in, is reshared. The motion was seconded by Beau Anderson and unanimously approved.

A brief discussion occurred about including response to inappropriate comments in the implementation conversation.

11.0 DISCUSSION: GRAPHICS FOR DOWNTOWN PARK FEE PROJECTS

The committee reviewed the documents prepared by QKA and edited by Pauline and Cadance. Cadance has shared some of the graphics with City staff at a recent meeting and is having discussions about funding opportunities for Downtown projects.

Pauline reviewed the graphics and the focus for connectivity and wayfinding, street improvements and Jeju Way.

A discussion occurred about sharing the illustrative plan with the Economic Development subcommittee and council and getting council's support of the DAO's involvement.

The document will be shared with the full DAO board and ideally brought through staff to the Economic Development Subcommittee. Park Fee Ad Hoc members will meet with council prior to any presentations.

12.0 ACTION: DRAFT 990

The committee reviewed the draft 990 and determined that the document should be signed by the Treasurer and submitted by the November 17 deadline.

Hugh Futrell made a motion to approve the 2024 Draft 990. The motion was seconded by Danielle Nelson and approved.

13.0 WEBSITE TRANSITION DISCUSSION

A brief discussion ensued and it was determined that meeting with the Chamber about the website could occur after the initial meeting with GeoCentric. If the website can be transferred to the DAO's ownership/management by year end, that would be ideal. Otherwise maintaining access will be crucial through the transition.

14.0 ADJOURNMENT

Hugh shared that he intended to step off the board in the first quarter.

Chair Pauline Block adjourned the meeting at 11:01am.

12:04 PM

12/04/25

Accrual Basis

Downtown Action Organization Incorporated
Balance Sheet
As of November 30, 2025

	Nov 30, 25
ASSETS	
Current Assets	
Checking/Savings	
1000000 · DAO OPERATING FUNDS	
1000100 · Earmarked Project Cash-Poppy	133,249.33
1001000 · District Funds Savings-Poppy	101,708.70
1010000 · DAO Operating-Poppy	51,493.39
Total 1000000 · DAO OPERATING FUNDS	286,451.42
Total Checking/Savings	286,451.42
Other Current Assets	
1100000 · District Revenue Receivables	398,031.63
Total Other Current Assets	398,031.63
Total Current Assets	684,483.05
TOTAL ASSETS	684,483.05
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	45,704.88
Total Accounts Payable	45,704.88
Other Current Liabilities	
2300000 · Deferred Revenue - District Rev	46,181.25
Total Other Current Liabilities	46,181.25
Total Current Liabilities	91,886.13
Total Liabilities	91,886.13
Equity	
32000 · Unrestricted Net Assets	558,153.24
Net Income	34,443.68
Total Equity	592,596.92
TOTAL LIABILITIES & EQUITY	684,483.05

2025 DAO Budget and Cash Flow Projection																
Income	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Year to Date	YE Projection	Budgeted	\$ From Budget
Starting cash at 1/1/25	\$ 90,235.06															
District Assessments	\$341,453	\$0	\$0	\$0	\$186,103	\$0	\$0	\$0	\$6,931	\$0	\$0	\$0	\$534,487	\$534,487	\$554,175	-\$19,688
Non-District Assessments	\$0	\$0	\$1,250	\$0	\$0	\$1,250	\$0	\$0	\$1,250	\$15,000	\$0	\$1,250	\$18,750	\$28,294	\$4,998	\$23,296
Interest Income	\$63	\$135	\$134	\$114	\$145	\$148	\$136	\$123	\$96	\$79	\$45	\$0	\$1,219	\$1,000	\$700	\$300
Sub Total	\$431,752	\$135	\$1,383	\$114	\$186,248	\$1,398	\$136	\$123	\$8,277	\$15,079	\$45	\$1,250	\$554,456	\$563,781	\$559,873	-\$3,908
Cash at Beginning of Month	\$431,752	\$389,440	\$348,217	\$305,632	\$448,998	\$407,836	\$361,923	\$319,422	\$283,252	\$236,554	\$195,675	\$151,180				
Expense																
Primary District Services	\$29,114	\$29,114	\$29,114	\$29,114	\$29,114	\$29,114	\$29,114	\$31,114	\$47,944	\$27,340	\$29,114	\$29,114	\$339,310	\$368,424	\$362,928	\$5,496
Project Maintenance	\$0	\$0	\$0	\$0	\$0	\$3,602	\$178	\$0	\$0	\$0	\$0	\$12,198	\$3,779	\$15,977	\$35,000	-\$19,023
Marketing	\$0	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$463	\$251	\$8	\$0	\$846	\$846	\$7,750	-\$6,904
Administration & Staffing	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333	\$13,333	\$146,667	\$160,000	\$160,000	\$0
Insurance/Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,147	\$7,500	\$3,147	\$10,647	\$11,500	-\$853
Misc. Direct Expense	\$0	\$35	\$251	\$435	\$112	\$0	\$0	\$0	\$36	\$0	\$142	\$800	\$1,811	\$1,811	\$2,400	-\$589
Contingency (3.5% - \$19,601)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,400	-\$19,400
Sub Total	\$42,447	\$42,607	\$42,698	\$42,882	\$42,560	\$46,049	\$42,625	\$44,447	\$61,777	\$40,923	\$45,745	\$62,945	\$449,015	\$557,706	\$598,978	-\$41,272
Cash Balance	\$389,305	\$346,833	\$305,519	\$262,750	\$406,438	\$361,787	\$319,299	\$274,974	\$221,475	\$195,631	\$149,930	\$88,235				

12:02 PM

12/04/25

Accrual Basis

Downtown Action Organization Incorporated
Profit & Loss Budget Performance
November 2025

	Nov 25	Budget	\$ Over Budget	% of Budget	Jan - Nov 25	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense									
Income									
4100000 · District Assessments	46,181.27	46,181.27	0.00	100.0%	507,993.97	507,993.95	0.02	100.0%	554,175.22
4100001 · Non-District Assessments	0.00	416.52	-416.52	0.0%	3,748.71	4,581.75	-833.04	81.8%	4,998.27
4100002 · Interest Income	44.61	58.33	-13.72	76.5%	3,776.37	641.67	3,134.70	588.5%	700.00
4200000 · DAO Activities									
4200002 · Events/Programming	0.00				0.00				
Total 4200000 · DAO Activities	0.00				0.00				
Total Income	46,225.88	46,656.12	-430.24	99.1%	515,519.05	513,217.37	2,301.68	100.4%	559,873.49
Gross Profit	46,225.88	46,656.12	-430.24	99.1%	515,519.05	513,217.37	2,301.68	100.4%	559,873.49
Expense									
5100000 · PRIMARY DISTRICT SERVICES									
5100001 · Street Level Services	29,114.01	30,244.00	-1,129.99	96.3%	324,309.68	332,684.00	-8,374.32	97.5%	362,928.00
Total 5100000 · PRIMARY DISTRICT SERVICES	29,114.01	30,244.00	-1,129.99	96.3%	324,309.68	332,684.00	-8,374.32	97.5%	362,928.00
5200000 · DISTRICT IMPROVEMENTS									
5200002 · Project Maintenance	0.00	2,916.67	-2,916.67	0.0%	5,079.30	32,083.33	-27,004.03	15.8%	35,000.00
5200003 · Marketing	0.00	645.83	-645.83	0.0%	375.07	7,104.17	-6,729.10	5.3%	7,750.00
Total 5200000 · DISTRICT IMPROVEMENTS	0.00	3,562.50	-3,562.50	0.0%	5,454.37	39,187.50	-33,733.13	13.9%	42,750.00
5300000 · MARKETING									
5300001 · Events/Programming	8.13				471.38				
Total 5300000 · MARKETING	8.13				471.38				
5400000 · DISTRICT MANAGEMENT									
5400001 · SR Metro Chamber Contract	13,333.33	13,333.33	0.00	100.0%	146,666.63	146,666.67	-0.04	100.0%	160,000.00
5400003 · Insurance/Taxes	3,147.23	958.33	2,188.90	328.4%	3,147.23	10,541.67	-7,394.44	29.9%	11,500.00
5400004 · Misc Direct Expenses	142.18	200.00	-57.82	71.1%	1,026.08	2,200.00	-1,173.92	46.6%	2,400.00
Total 5400000 · DISTRICT MANAGEMENT	16,622.74	14,491.66	2,131.08	114.7%	150,839.94	159,408.34	-8,568.40	94.6%	173,900.00
5500000 · CONTINGENCY	0.00	1,616.67	-1,616.67	0.0%	0.00	17,783.33	-17,783.33	0.0%	19,400.00
Total Expense	45,744.88	49,914.83	-4,169.95	91.6%	481,075.37	549,063.17	-67,987.80	87.6%	598,978.00
Net Ordinary Income	481.00	-3,258.71	3,739.71	-14.8%	34,443.68	-35,845.80	70,289.48	-96.1%	-39,104.51
Net Income	481.00	-3,258.71	3,739.71	-14.8%	34,443.68	-35,845.80	70,289.48	-96.1%	-39,104.51

	Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
1000000 · DAO OPERATING FUNDS											329,144.72
1000100 · Earmarked Project Cash-Poppy											133,264.33
	Check	11/30/2025			Service Charge		Ö	5400004 · Misc Direct Expenses		15.00	133,249.33
Total 1000100 · Earmarked Project Cash-Poppy									0.00	15.00	133,249.33
1001000 · District Funds Savings-Poppy											176,664.09
	Transfer	11/03/2025			AP week of 11 3 25 plus next two weeks		Ö	1010000 · DAO Operating-Poppy		75,000.00	101,664.09
	Deposit	11/30/2025			Interest		Ö	4100002 · Interest Income	44.61		101,708.70
Total 1001000 · District Funds Savings-Poppy									44.61	75,000.00	101,708.70
1010000 · DAO Operating-Poppy											19,216.30
	Transfer	11/03/2025			AP week of 11 3 25 plus next two weeks		Ö	1001000 · District Funds Savings-Poppy	75,000.00		94,216.30
	Bill Pmt -Check	11/05/2025	1379	Department of Justice	VOID: RRF-1		Ö	20000 · Accounts Payable	0.00		94,216.30
	Bill Pmt -Check	11/05/2025	1380	NexStreet - Cleaning & Sanitation, Inc.	INV-0261		Ö	20000 · Accounts Payable		29,114.01	65,102.29
	Bill Pmt -Check	11/05/2025	1381	Santa Rosa Metro Chamber	INV 2025DAO-10		Ö	20000 · Accounts Payable		13,333.33	51,768.96
	Bill Pmt -Check	11/05/2025	1382	Signarama - Santa Rosa	INV-67476		Ö	20000 · Accounts Payable		250.57	51,518.39
	Check	11/30/2025			Service Charge		Ö	5400004 · Misc Direct Expenses		25.00	51,493.39
Total 1010000 · DAO Operating-Poppy									75,000.00	42,722.91	51,493.39
Total 1000000 · DAO OPERATING FUNDS									75,044.61	117,737.91	286,451.42
TOTAL									75,044.61	117,737.91	286,451.42

	Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
4100000 · District Assessments											
Total 4100000 · District Assessments	General Journal	11/30/2025	167		Capture 2025 Accrued Income Monthly 2025			2300000 · Deferred Revenue - District Rev	<u>0.00</u>	<u>46,181.27</u>	<u>46,181.27</u>
4100002 · Interest Income											
Total 4100002 · Interest Income	Deposit	11/30/2025			Interest			1001000 · District Funds Savings-Poppy	<u>0.00</u>	<u>44.61</u>	<u>44.61</u>
5100000 · PRIMARY DISTRICT SERVICES											
5100001 · Street Level Services											
Total 5100001 · Street Level Services	Bill	11/30/2025	INV-0268	NexStreet - Cleaning & Sanitation, Inc.	November Contrace Services			20000 · Accounts Payable	<u>29,114.01</u>	<u></u>	<u>-29,114.01</u>
Total 5100000 · PRIMARY DISTRICT SERVICES									<u>29,114.01</u>	<u>0.00</u>	<u>-29,114.01</u>
5300000 · MARKETING											
5300001 · Events/Programming											
Total 5300001 · Events/Programming	Bill	11/21/2025	Oct-Nov Reimb	Cadance Hinkle Allinson	Oct/Nov Reimb- Command Strips for FFF Signs			20000 · Accounts Payable	<u>8.13</u>	<u></u>	<u>-8.13</u>
Total 5300000 · MARKETING									<u>8.13</u>	<u>0.00</u>	<u>-8.13</u>
5400000 · DISTRICT MANAGEMENT											
5400001 · SR Metro Chamber Contract											
Total 5400001 · SR Metro Chamber Contract	Bill	11/30/2025	2025DAO-11	Santa Rosa Metro Chamber	November Contract Services			20000 · Accounts Payable	<u>13,333.33</u>	<u></u>	<u>-13,333.33</u>
5400003 · Insurance/Taxes									<u>13,333.33</u>	<u>0.00</u>	<u>-13,333.33</u>
	Bill	11/03/2025	2025-1103	Department of Justice	RRF-1		Ö	20000 · Accounts Payable	0.00		0.00
	Bill	11/21/2025	Oct-Nov Reimb	Cadance Hinkle Allinson	Oct/Nov Reimb- Postage for Mailing RRF-1			20000 · Accounts Payable	12.70		-12.70
	Bill	11/21/2025	Oct-Nov Reimb	Cadance Hinkle Allinson	Oct/Nov Reimb- Money Order for RRF-1			20000 · Accounts Payable	100.00		-112.70
	Bill	11/30/2025	November (2) Reimb	Cadance Hinkle Allinson	Umbrella Insurance			20000 · Accounts Payable	1,272.96		-1,385.66
	Bill	11/30/2025	November (2) Reimb	Cadance Hinkle Allinson	D&O Insurance			20000 · Accounts Payable	<u>1,761.57</u>	<u></u>	<u>-3,147.23</u>
Total 5400003 · Insurance/Taxes									<u>3,147.23</u>	<u>0.00</u>	<u>-3,147.23</u>
5400004 · Misc Direct Expenses											
	Bill	11/21/2025	Oct-Nov Reimb	Cadance Hinkle Allinson	Oct/Nov Reimb- CouncilMember Meeting			20000 · Accounts Payable	22.13		-22.13
	Bill	11/21/2025	Oct-Nov Reimb	Cadance Hinkle Allinson	Oct/Nov Reimb- Donuts for Info Session			20000 · Accounts Payable	39.14		-61.27
	Bill	11/21/2025	Oct-Nov Reimb	Cadance Hinkle Allinson	Oct/Nov Reimb- Coffee for Info Session			20000 · Accounts Payable	40.91		-102.18
	Check	11/30/2025			Service Charge			1010000 · DAO Operating-Poppy	25.00		-127.18
	Check	11/30/2025			Service Charge			1000100 · Earmarked Project Cash-Poppy	<u>15.00</u>	<u></u>	<u>-142.18</u>
Total 5400004 · Misc Direct Expenses									<u>142.18</u>	<u>0.00</u>	<u>-142.18</u>
Total 5400000 · DISTRICT MANAGEMENT									<u>16,622.74</u>	<u>0.00</u>	<u>-16,622.74</u>
TOTAL									<u>45,744.88</u>	<u>46,225.88</u>	<u>481.00</u>

2025 Downtown Action Organization Workplan - approved Jan. 15, 2025

ACTION	STATUS	START DATE	NOTES
1. District Management			
1. Advocate for expanded Downtown parking strategy, which could include additional garage incentives, employee parking programs, support around enhanced EV infrastructure and programming and comprehensive understanding of future anticipated occupancy rates	Complete	2023	Parking Changes moving through Council process, with expectation they will be activated on January 1.
2. Work with SRPD, City Staff, Host, etc. to address negative impacts associated with unsheltered population	In Process	Ongoing	Met with SRPD/SRCity Staff in August and September. Regular walks scheduled by Lt. Mahurin and open meeting scheduled for Nov. 13.
3. Work with City staff to get available park fees spent on projects in Jeju Way and Downtown	In Process	2024	Conversations with staff and council around opportunities. Graphics developed and funding plan being created
4. Investigate funding opportunities to address EIFD timing gap	Complete	2025	No longer needed
5. Identify outside funding support for special projects	Not Started	2025	No special projects identified yet.
6. Work with Chamber/VSR/City/Districts to expand Downtown marketing	In Process	2025	Board approved sharing free marketing resources. Outreach conducted to SOFA and RRS. Info Session on 3/31 shared more details. Additional outreach needed.
7. Support City's organization of cohesive effort around business development, vacancy and support for downtown station area	In Process	Ongoing	Ongoing communication with PED on numerous projects and concepts, including Ross Street and infrastructure/beautification
8. Review of small infrastructure Downtown and paths for refurbishment or removal (phone booths, bike racks, trash cans, etc.)	In Process		Full map done with downtown assets
2. Special Projects			
1. Coordinate universal window covering to be available to properties with vacant storefronts	Complete	2025	Initial installation complete. Will continue to promote to property owners.
2. Support projects that enhance the physical connection between Railroad Square and Courthouse Square, which could include improvements to the underpass and creek trail or signage	Not Started		Part of Park fee work
3. Support Chamber/VSR efforts to bring more diverse programming, activities and events to Courthouse Square	n/a		Chamber no longer managing events in Courthouse Square.
4. Engage businesses in summer farmers market concept	Complete	2025	Supporting businesses to participate in Second Sundays with a Sidewalk Sale. Business owner coordinating pop-ups. DAO funding buskers and small social ads.
3. District Improvements			
1. Oversee reinstallation of Asawa panels, working with City on casting of panels and installation	In Process	2020	HFC working with City on timeline and budget. Waiting to know final funding gap.
2. Work with City to identify permanent family friendly installations	In Process		Part of Park fee work as temporary installations go into Courthouse Square through Art Walk. City Manager's Play Panels being installed 11/17.
3. Look into E-Charger Expansion Opportunities for bikes and vehicles	Complete		1. approved 6 dual port, level 2 chargers for public use in Lot 10 (RR), 2. 6 dual port level 2 chargers for fleet use in Garage 9 (D Street) - waiting on PGE to determine when they're starting, 3. Contracts in process for Tesla install 16 level 3 DC fast chargers for public use in garage 12 and 16 level 3 fast chargers for public use in garage 1 (7th Street)
4. Board Policy, Culture & Governance			
1. Review and update District Management plan and make assessment corrections	Complete	2024	MDP approved by board, council notified at March 18 meeting. Assessment review completed and shared with Board. Property owners notified.
2. Develop pipeline of Board and Executive Committee members and potential new board members that fill critical experience gaps	In Process		Multiple nominations for board for 2026, TBD on spaces available.
3. Create ongoing strategy to better engage with business community	In Process	2025	Outreach committee actively engaging and five info sessions held.
Staff: Cadance Hinkle Allison			

CONSULTING AGREEMENT

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

CLIENT Downtown Action Organization Incorporated 427 Mendocino Ave, Suite 100 Box 113 Santa Rosa, CA 95401 (the "Client")	CONSULTANT Wayfinder Organizational Consulting LLC 2649 Knob Hill Drive Santa Rosa, CA 95404 (the "Consultant")
--	--

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". All professional services provided by Consultant shall be provided in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar fields and circumstances.
2. The Services will also include any other consulting tasks which the Parties may, during the term of this Agreement, agree to in writing. 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 ("effective date") 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. Either party may terminate this Agreement, without cause, by giving the other party at least one hundred and twenty (120) calendar days' prior written notice of its election to terminate. In the event of a breach of this Agreement, the nonbreaching party may terminate this Agreement for cause upon not less than thirty (30) calendar days' prior written notice to the party committing the breach.

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 during the prior month. Client shall pay all invoices within thirty (30) calendar days of receipt.
7. In addition to compensation, Client shall reimburse Consultant, without markup, for all third party expenses, if any, incurred by Consultant on behalf of and authorized by Client. Any vendor or third party expenses exceeding \$1,000 must be within the Client's approved budget and shall be submitted to and have prior approval by Client. Consultant shall submit claims for reimbursement to Client in writing, as incurred.

INDEPENDENT CONTRACTOR

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. Consultant is solely responsible for payments or any contributions to 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. Further, Consultant shall be 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. Consultant has represented to Client, and in entering into this Agreement Client has relied upon said representation, that Consultant (a) is a business providing management services to nonprofit and other organizations; (b) is fully in control of its hours, work product and all means of performing its services under this Agreement; and (c) as of the effective date or sooner will hold itself out to the public as a provider of such services. Client and Consultant do not intend that Consultant shall provide services to Client exclusively. Parties acknowledge and agree that this Agreement is nonexclusive and that Consultant may contract with

other clients, subject to the confidentiality and ownership of intellectual property provisions of this Agreement.

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, subject to the provisions of the Public Records Act, Brown Act and other applicable state or federal law as applicable.

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.

AUTONOMY

16. 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

17. 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.

NOTICE

18. 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:

- a. Downtown Action Organization Incorporated
427 Mendocino Ave, Suite 100
Box 113
Santa Rosa, CA 95401
- b. Wayfinder Organizational Consulting LLC
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

19. To the extent permitted by applicable law, Consultant shall defend, indemnify, and be liable to Client and its officers, directors, employees, and representatives and hold each of them harmless against any and all actions, causes of action, liabilities, claims, suits, demands, losses, costs, proceedings, expenses, and damages, including, without limitation, reasonable attorneys' fees and costs, suffered by, imposed upon or asserted against any of them as a result of, in

connection with, or arising out of, or pursuant to: 1) any failure to perform or fulfill any obligations under this Agreement; 2) any breach of any provision set forth in this Agreement; and/or 3) Claims or lawsuits brought by any subcontractor retained by Consultant in the performance of services under this Agreement. This provision shall survive the termination of this Agreement.

INSURANCE REQUIREMENTS

20. The minimum amount of liability insurance to be maintained by Consultant shall be as follows:

- c. 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. Consultant shall name Client, its Directors and Officers as additional insured under such policy, providing a certificate of such additional naming to Client.
- d. 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. Consultant shall provide evidence of such insurance to Client.
- e. Automobile liability for owned vehicles, hired, and and non-owned vehicles with a policy limit of not less than One Hundred Thousand Dollars (\$100,000), combine single limits, per occurrence and Three Hundred Thousand (\$300,000) aggregate. Consultant shall name Client, its Directors and Officers as additional insured under such policy, providing a certificate of such additional naming to Client.

MODIFICATION OF AGREEMENT

21. Any amendment or modification of this Agreement will only be binding if evidenced in writing signed by an authorized representative of each Party. For Client, "authorized" means approved by a resolution of the Board of Directors of Client.

TIME OF THE ESSENCE

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

ASSIGNMENT

23. Neither party 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 other party.

ENTIRE AGREEMENT

24. 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

25. 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

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

GOVERNING LAW

27. This Agreement will be governed by and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the Parties agree that that sole and exclusive venue shall be a court of competent jurisdiction located in Sonoma County, California.

SEVERABILITY

28. 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.

REVIEW

29. Not less than every six (6) months during the term of this Agreement, the Executive Committee of the Client will review with Consultant (a) whether changes to the scope of services are needed; and (b) the effectiveness of Consultant in performing the scope of services. Any revisions to the scope of Consultant's services shall be memorialized in writing, approved by a resolution

of the Board of Directors of Client, signed by both Parties, and become an amendment to Exhibit A of this Agreement.

WAIVER

30. 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. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of either Party against whom enforcement of a waiver is sought.

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 427 Mendocino Ave, Suite 100 Box 113 Santa Rosa, CA 95401		Wayfinder Organizational Consulting LLC 2649 Knob Hill Drive Santa Rosa, CA 95404
By:		
Its:		

Exhibit A
SCOPE OF SERVICES

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

- Advise on, prepare, implement and report on the annual work plan adopted by and revised from time to time by Board of Directors (“Board”)
- Advise on, prepare, implement and report on the annual budget adopted by and revised from time to time by the Board
- Review, negotiate, oversee and report on ongoing third party service contracts including street level services, website management, bookkeeping and social media
- Serve as liaison to City of Santa Rosa (“City”) staff and elected officials, providing advocacy for Client policy positions and objectives
- Advise client on adherence to Management District Plan, DAO Bylaws, and agreement between Client and City.
- Negotiate and secure necessary insurance for DAO
- Ensure organizational compliance with all state and federal laws and requirements
- Manage Board and Board committee 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, subject to compliance with adopted budget

- Secure estimates for and oversee contracts related to project maintenance or other priorities as funding is available
- Provide regular and required communication to and from businesses and property owners
- Provide a depository of records, including but not limited to financial records, with access to members of the Executive Committee and Board
- Provide a named Executive Director for Client, for contact and advocacy purposes
- Supervise the books of account maintained by a third party vendor and maintain appropriate financial controls including but not limited to banking reconciliations and security of passwords
- Issue accurate and timely financial reports, and coordinate filing of tax returns with Client's tax accountant
- Review and approve (or, as applicable, submit to Client for approval) third party invoices. Coordinate and, as set forth in the Agreement, initiate payments for approved bills
- In performing these services, collaborate with the Executive Committee and the Board itself as may be appropriate

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



Statement of Work SOW01 – Citylight Website

This STATEMENT OF WORK (“SOW”) is effective once signed and dated by both parties and is between **Geocentric LLC** (“Company” or “us” and “we”) and **Downtown Action Organization (DAO)** (“Client”). This SOW is subject to the most recent Standard Services Agreement between Client and Company. Capitalized terms not defined in this SOW have the meanings given in the Standard Services Agreement (SSA).

SUMMARY

Geocentric has been selected by the Client to deliver website design and development services, migrate content, and complete the front-end development (e.g., crafting of HTML, CSS, and JavaScript elements), and launch a Citylight CMS based website.

SERVICES AND DELIVERABLES

Included Work. Company’s services and Deliverables include:

- Simple Web Design Based on Brand Guide provided by client
- DNS and Domain Setting support.
- Web server setup and configuration.
- Citylight CMS setup and account creation for multiple users.
- Initial Sitemap setup
- Initial data import/migration and content loading of all content
- Development and coding of all CMS templates
- Integration of Mapbox interactive maps
- Client CMS Training
- Setup of Google Analytics and/or Google Tag Manager
- Setup of Google Web Console and live Sitemaps feed
- Launch of the website at a mutually agreed upon time

Excluded Work. Company’s services and Deliverables only include the items listed above, and do NOT include the following:

- Design services for print design.
- Copywriting and copyediting.
- Creation, sourcing, or selection of photography 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

Company'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 be compatible with all modern browsers.
- The site will be developed with a target goal of WCAG 2.1 level AA accessibility compliance.

Assumptions and Client Obligations

In addition to Client's obligations described in Section 3 of the SSA, Company's obligations under the agreement are subject to the following:

- Design assets and content will be delivered by Client in a timely manner.
- Client's data handling practices will comply with all applicable privacy laws.
- Client's engagement of Company will not cause Company 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 will provide timely feedback and responses to meeting the target schedule.

Schedule

Geocentric will begin work on our about January 15, 2026. The full website will launch on or before April 15, 2026. This allows approximately 12 weeks for the duration of the project.

Fees, Expenses, and Payment

Geocentric will provide the the web development services described herein 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.

This work will be invoiced as follows:



- \$7,500 (50%) of the fixed price total will be invoiced NET 30 as a deposit at the start of work (approx January 15, 2026).
- \$7,500 (50%) of the fixed price total will be invoiced NET 30 after the final launch of the website and completion all related project tasks. (approx April 15, 2026).

Should any new work arise or become proposed during development that would change this scope of work and related costs, we would obtain your written approval to do that need work via a new Statement of Work.



GEOCENTRIC

By signing below, the parties accept this SOW.

Geocentric LLC
909 Rose Ave
Suite 400
North Bethesda, MD 20852

Downtown Action Organization (DAO)
427 Mendocino Ave
Suite 100, Box 113
Santa Rosa, CA 95401

Signature

James W Blakeslee

Name

President

Title

Date

Signature

Name

Title

Date



Geocentric Standard Services Agreement

Version 1.0– Feb 1, 2021

This Standard Services Agreement is effective once signed and dated by both parties and is between **Geocentric LLC, a Maryland Limited Liability Company** (“Company”) and **Downtown Action Organization (DAO)** (“Client”). Capitalized terms in this agreement that are not otherwise defined have the meanings given in Section 12. The parties agree as follows:

1. Statements of Work. Company shall provide Client the services and Deliverables described in any document that references this agreement, details the fees for such work, and is signed by the parties (each an “SOW”). Upon signing, each SOW becomes part of this agreement. If an SOW conflicts with this agreement, the terms of the SOW control as to the work described in the SOW.

2. Services; Fees; Billing Disputes. Client shall pay all invoiced fees and approved expenses as provided in the SOW. If Client disputes any amount invoiced, Client must give Company written notice describing the dispute in reasonable detail prior to the date the invoice is due. Client may not dispute invoices after the invoice due date. Services provided outside the scope of an SOW will be billed at Company’s applicable hourly rates.

3. Client Obligations. In addition to any assumptions or obligations in an SOW, Client shall (a) timely provide Client Materials necessary for Company’s performance of its services; (b) ensure that Client stakeholders are available and responsive over the course of the project; (c) ensure that all Client feedback and approvals are provided through a single point of contact; and (d) provide any access necessary for Company to perform its services. (“Client Obligations”). If Client repeatedly or unreasonably fails to perform the Client Obligations, Company may provide written notice specifying the failure and request that Client correct the failure. If Client does not correct the failure within 10 days of its receipt of the notice, Company may, by written notice to Client, stop work under the SOW and invoice for services provided through the date of work stoppage. To resume services, Company may require an amendment to the SOW.

4. Acceptance. Client shall accept or reject each Deliverable in writing within 5 days of receipt (the “Approval Period”). Deliverables may only be rejected for materially failing to conform to Specifications. Notice of rejection must be in writing and specify the reasons for rejection. If Client does not accept or reject a Deliverable within the Approval Period, it is deemed accepted. Upon receipt of a timely rejection notice, Company will promptly correct any non-conformities at Company’s expense.

5. Termination of SOWs.



(a) Termination by Client. Client may terminate an SOW on written notice to Company (i) if Company fails to cure a material breach of this agreement within 15 days of receiving written notice of the breach from Client; or (ii) for any other reason by paying all fees and approved expenses incurred prior to termination and the Early Termination Fee.

(b) Termination by Company. Company may terminate an SOW on written notice to Client if Client fails to cure a material breach of this agreement within 15 days of receiving written notice of the breach from Company. Upon such termination, Client shall pay all and approved expenses incurred through the date of termination.

6. Confidential Information. Each party (the “Discloser”) may disclose Confidential Information to the other party (the “Recipient”) in connection with this agreement. The Recipient agrees to (a) maintain the Confidential Information in confidence; (b) protect the Confidential Information with a reasonable degree of care, including employing industry standard security procedures to prevent unauthorized disclosure of Confidential Information; (c) not use the Confidential Information except in the performance of its obligations under this agreement; and (d) disclose the Confidential Information only to those of its employees and agents who have a need to know the Confidential Information and who are bound by agreement or law to maintain the confidentiality of the information.

7. Intellectual Property. Subject to Company’s receipt of payment under the SOW, Company assigns to Client all of Company’s rights in the Deliverables (other than Company Tools incorporated in the Deliverables). Upon assignment, Company grants Client a nonexclusive, royalty-free, worldwide license to use, modify, display, and otherwise take full lawful advantage of the Company Tools in connection with the Deliverables. Company shall provide Client with a copy of any licenses applicable to any Third-Party Materials included in the Deliverables (the “Third-Party Licenses”). Client shall comply with the terms of such licenses. Client grants Company a license to use the Client Materials as contemplated by this agreement.

8. Promotional Rights. Upon Client’s publication of any Deliverable, Company may publicize depictions of the Deliverables, link to any online content containing the Deliverables, and describe its role in creating of the Deliverables. Company may (i) publicize the fact that Client is Company’s client; (ii) describe the nature of its work for the Client; and (iii) subject to any reasonable restrictions imposed by Client, utilize Client’s trade name(s) and trademark(s) in connection with its publicity.

9. Warranties.

(a) Mutual Warranties. Each party warrants that (i) it is authorized to enter into and perform this agreement; (ii) entering into and performing this agreement will not conflict



with any other agreement to which the party is bound; and (iii) it will perform under this agreement in accordance with applicable law.

(b) Company Warranties. Company warrants that (i) it will perform its services in a professional manner and in accordance with industry standards; (ii) it will assign personnel who are reasonably experienced and qualified to perform its services; (iii) upon delivery and for a period of 30 days thereafter, the Deliverables will materially conform to the Specifications; and (iv) to its knowledge, the Deliverables will not, if used by Client as contemplated by the SOW and in accordance with any Third-Party Licenses, infringe any third-party intellectual property rights.

(c) Client Warranties. Client warrants that, to its knowledge, the Client Materials will not, if used by Company as contemplated by the SOW, infringe any third-party intellectual property rights.

(d) Disclaimer. Except as provided in this Section, each party's performance under this agreement is provided "AS IS" and without other warranty, including without limitation any warranties arising from the course of performance, course of dealing, or usage of trade.

10. Indemnity & Limit on Liability.

(a) Indemnity. Subject to Section 10(c), Company shall indemnify and defend Client and its employees, officers, directors, shareholders, members, and managers (collectively, the "Indemnitees") from any damages, expenses, fees, fines, penalties, expenses (including reasonable attorney's fees) and costs incurred by the Indemnitees in connection with any third-party claim arising out of Company's breach of this agreement, negligence, or intentional wrongdoing (a "Claim"). As a condition to Company's indemnification obligation, the Indemnitees shall give Company prompt written notice of any Claim or potential Claim. In any defense, (i) Company has the sole right to defend and settle the Claim using counsel of its choosing; and (ii) the Indemnitees shall reasonably cooperate with Company in the defense and settlement of the Claim.

(b) Exclusions. Company is not liable under Section 10(a) to the extent that Claims result from: (i) the negligent or willful acts of an Indemnitee; (ii) Company's compliance with the instructions of Client; or (iii) a claim that a Deliverable is infringing where the alleged infringement is due to modifications made by (or on behalf of) Client.

(c) Limit on Liability. Each party's maximum liability in any action relating to the subject of this agreement is limited to the total fees payable by Client pursuant to the SOW that is the subject of the dispute. This limitation does not apply to damages arising from a party's gross negligence or intentional wrongdoing, the Conversion Fee, or to attorney's fees and costs payable pursuant to Section 14(a). Neither party is liable for any claim for lost profits or similar damages, even if foreseeable and regardless of the form of action.



11. Non-Solicitation. The parties shall not, while services are being performed by Company and for one year after the last day on which services were provided, solicit, induce, or recruit, directly or indirectly, for itself or for any other party, the other party's employees. The parties agree that damages resulting from a breach of this Section 11 would be difficult to quantify, but that a reasonable estimate of such damages is 50% of the total compensation paid to the subject employee in the twelve months preceding the breach (the "Conversion Fee"). As liquidated damages for breach of this provision, the breaching party shall pay the Conversion Fee to the other party.

12. Definitions. The following terms have the meanings given:

"Company Tools" means Company's intellectual property (including its designs, methods, software, and trade secrets) that either preexist this agreement or are developed by Company other than in providing services for Client under this agreement. Company Tools includes any improvements that are not uniquely applicable to the Deliverables.

"Client Materials" means all documents, information, designs, data, specifications, graphics, logos, trademarks, written content, and other materials provided by or on behalf of Client to be used by Company in connection with the preparation of or incorporated into the Deliverables.

"Confidential Information" means information that, either, is identified as confidential upon disclosure, or that the Recipient should understand to be confidential under the circumstances; provided, Confidential Information does not include information that: (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any act or omission by the Recipient; (ii) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided, such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by any contractual obligation; (iii) was known by or in the possession of the Recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the Discloser pursuant to this agreement; or (iv) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Discloser's Confidential Information.

"Deliverables" means the final versions of the materials produced and delivered by Company pursuant to this agreement. Deliverables may include Client Materials, Company Tools, Third-Party Materials, and Work Product.

"Early Termination Fee" means an amount equal to 25% of the fees that would otherwise have been charged for the canceled portion of the project.



“Specifications” are functional or technical specifications for work described in an SOW or that have been otherwise agreed to in writing by Client and Company.

“Third-Party Materials” means materials belonging to third parties that are incorporated into the Deliverables, including without limitation open source software, fonts, and stock images.

“Work Product” means the materials first created by Company for Client in the course of performing the services pursuant to this agreement.

13. Miscellaneous.

(a) Taxes. Company shall pay all taxes on its income and employment taxes for its personnel. Client shall pay any sales, use and value added taxes.

(b) Insurance. While providing services, Company shall maintain in effect policies of commercial general liability insurance with limits of at least \$2,000,000 per occurrence and professional liability (errors and omissions) insurance with limits of at least \$2,000,000 per occurrence. Upon written request, Company will provide Client with proof of the insurance coverage required by this section.

(c) Relationship of the Parties. Company is an independent contractor and not Client’s partner. The parties are not engaged in a joint venture. Company’s employees are not to be considered Client’s employees for any purpose. Company is solely responsible for the means and manner of performing the services.

(d) Attorney’s Fees. The prevailing party in any dispute regarding the subject of this agreement is entitled to recover its reasonable attorney’s fees, expert’s fees, and costs.

(e) This Agreement. This agreement (including all SOWs) is the entire agreement of the parties with respect to its subject. All prior and contemporaneous agreements are superseded. This agreement may only be amended by a writing signed by both parties. This Agreement may be signed in counterparts. Each counterpart constitutes an original and all together constitute a single agreement. If any term of this Agreement is determined to be unenforceable, the remainder of this Agreement will not be affected. This Agreement was negotiated by sophisticated parties and will not be construed in favor of or against either party.



GEOCENTRIC

By signing below, the parties accept this agreement.

Geocentric LLC
909 Rose Ave
Suite 400
North Bethesda, MD 20852

Downtown Action Organization (DAO)
427 Mendocino Ave
Suite 100, Box 113
Santa Rosa, CA 95401

Signature

James W Blakeslee

Name

President

Title

Date

Signature

Name

Title

Date



Citylight® Subscription Agreement

CITYLIGHT® SUBSCRIPTION FEES: \$6,000 per year, prepaid

CITYLIGHT® SUBSCRIPTION DOMAIN: 1 website on 1 domain

CITYLIGHT® SUBSCRIPTION INITIAL TERM: 1 year: March 1, 2026 – February 28, 2027

This Agreement is effective once signed and dated by both parties and is between **Geocentric LLC** (“Company”) and **Downtown Action Organization (DAO)** (“Client”). This Agreement includes and incorporates the attached Scope of Services and Terms and Conditions.

Geocentric LLC
909 Rose Ave
Suite 400
North Bethesda, MD 20852

Downtown Action Organization (DAO)
427 Mendocino Ave
Suite 100, Box 113
Santa Rosa, CA 95401

Signature

James W Blakeslee

Name

President

Title

Date

Signature

Name

Title

Date



Citylight® Scope of 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 (collectively the "Services") 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 phone 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 live 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.



Citylight® Terms and Conditions

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Client the Services described in the Scope of Services.

1.2 Subject to the terms hereof, Company will provide Client with reasonable technical support services via email or telephone to all personnel designated by the client, during regular business hours which will be no less than 9am to 5pm Eastern Time on regular business days.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software or any code, documentation or data related to the Software; modify, translate, or create derivative works based on the Software (except to the extent expressly permitted by Company or authorized within the Scope of Services); use the Services or any Software for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Client represents, covenants, and warrants that Client will use the Services only in compliance with this Agreement and all applicable laws and regulations. Client hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with Client's violation of the foregoing. Although Company has no obligation to monitor Client's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Company represents, covenants, and warrants that Company will provide the Scope of Services in compliance with this Agreement and all applicable laws and regulations. Company hereby agrees to indemnify and hold harmless Client against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with Company's violation of the foregoing.

2.4 Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client generated passwords (including but not



limited to administrative and user passwords), and for all uses by Client of the account or the Equipment.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Software. Proprietary Information of Client includes non-public data provided by Client to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Client shall own all right, title and interest in and to the Client Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation or support of Software, and (c) all intellectual property rights related to any of the foregoing.

3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Client will pay Company the then applicable fees described herein in accordance with the terms (the “Fees”). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Subscription Term or then current renewal term, upon thirty (30) days prior notice to Client (which may be sent by email). If the Fees are increased, the amount of the increase will not exceed 10% of the current Fee in any given year, unless there is a substantial change in the Scope of Services. If Client believes that Company has billed Client incorrectly, Client must contact Company no later than 30 days after receiving an invoice in which the error or problem appeared, in order to receive an adjustment or credit.



4.2 Company will bill through an invoice, in which case, full payment for approved invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of the Services.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Subscription Initial Term as specified and shall be automatically renewed for additional periods of the same duration as the Subscription Initial Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, Company may also terminate this Agreement upon thirty (30) days' written notice if the Client materially breaches any of the terms or conditions of this Agreement. Client may terminate for any reason upon thirty (30) days' written notice. Client will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all data provided by the Client or Client's agent utilized by the Software ("Client Data") available to Client for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Client Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.



7. INDEMNITY

Company shall hold Client harmless from liability to third parties resulting from infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Company, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the Service.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of January 1, 2026, by and between Downtown Action Organization (DAO), a nonprofit organization ("Downtown Action Organization"), and Riley Farmiloe, an independent contractor ("Contractor").

1. Scope of Work

Contractor agrees to provide the following services to Downtown Action Organization (DAO):

- Develop and publish (4) social media posts and (4) stories per month across platforms designated by Downtown Santa Rosa (Instagram and Facebook).
- Attend (1) event per quarter to capture real time content. Additional event coverage: \$80 per event (on-site coverage for stories, and 1 post).
- Community engagement and reposting content (5) days per week by responding to comments, messages, collaboration post requests, and tags to foster local relationships.
- All social media content must align with Downtown Action Organization (DAO) branding and values, as communicated by staff or outlined in official materials.
- Create content calendars, maintain a content bank, and collaborate with local businesses.
- Provide monthly reports on engagement metrics.

2. Term and Termination

- This Agreement shall commence on January 1, 2026, for an initial term of one (1) year. Upon expiration of the initial term, the Agreement shall automatically renew on a month-to-month basis unless either party provides one (1) month prior written notice of termination.

3. Compensation

- Contractor shall be paid \$1,000 per month, payable on the last business day of each month, upon receipt of an invoice.
- Contractor is responsible for all taxes and withholdings related to their compensation.
- Late payments (over 10 days past due) will incur a 5% late fee.

4. Independent Contractor Status

- Contractor is an independent contractor and not an employee of Downtown Action Organization (DAO). Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.
- Contractor is not entitled to any benefits provided by Downtown Action Organization (DAO) to its employees.

5. Ownership and Confidentiality

- All content, materials, photographs, videos, and intellectual property created in the course of Contractor's services—including all media captured at Downtown Action Organization (DAO) events or programs— shall be the sole property of Downtown Action Organization (DAO).
- Contractor agrees to transfer any and all rights to such media upon creation and shall not use, publish, or distribute it outside of work for Downtown Action Organization (DAO) without prior written permission.
- Contractor agrees to maintain the confidentiality of all proprietary or sensitive information learned in the course of the engagement.

6. Indemnification

Contractor shall indemnify and hold harmless Downtown Action Organization (DAO) and its affiliates from any claims, damages, or liabilities arising from Contractor's services, negligence, or breach of this Agreement. Downtown Action Organization (DAO) shall indemnify and hold harmless Contractor from any claims, damages, or liabilities arising from Downtown Action Organization (DAO)'s negligence, misconduct, or breach of this Agreement.

7. Governing Law

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Pauline Block, Chair

Date

Riley Farmiloe, Contractor

Date

2026 Budget Draft

	2025 Approved Budget	2025 Projected Budget	2026 Proposed Budget	Notes
Income				
District Assessment	\$ 554,175.00	\$ 534,487.00	\$ 598,277.71	Full Assessment Amount
Additional Income	\$ 4,998.27	\$ 28,294.00	\$ 4,998.36	Museum Fees
Interest Income	\$ 700.00	\$ 1,000.00	\$ 998.93	
TOTAL INCOME	\$ 559,873.27	\$ 563,781.00	\$ 604,275.00	
Expense				
Primary District Services	\$ 362,928.00	\$ 368,424.00	\$ 344,130.00	Monthly recurring expense for street level services contract
Administration	\$ 160,000.00	\$ 160,000.00	\$ 152,200.00	Monthly recurring expense to cover administrative needs including staffing and bookkeeping
Bookkeeping			\$ 3,000.00	Monthly bookkeeping services
Insurance/Taxes	\$ 11,500.00	\$ 11,500.00	\$ 11,500.00	Annual insurance, tax filing and compliation expenses
Website Development			\$ 20,000.00	Photography, videography and website development
Website Maintenance			\$ 6,000.00	Ongoing maintenance of site
Social Media Management			\$ 12,000.00	monthly contract
Marketing	\$ 7,750.00	\$ 850.00	\$ 3,500.00	event support or other promotional efforts
Project Maintenance	\$ 35,000.00	\$ 15,977.00	\$ 20,000.00	Ongoing maintenance items based on past annual priorities
Misc Direct Expenses	\$ 2,400.00	\$ 969.00	\$ 3,000.00	Added monthly expenses include mailbox and phone service
Contingency	\$ 19,400.00	\$ -	\$ 28,945.00	3.5% per MDP (\$20,940), plus additional one time fees (\$8,005) set aside to support contract transitions as needed
TOTAL EXPENSE	\$ 598,978.00	\$ 557,720.00	\$ 604,275.00	
NET INCOME	\$ (39,104.73)	\$ 6,061.00	\$ -	