

FUNDING AGREEMENT TOWN OF WINDSOR FELLOW

This Funding Agreement (Agreement) is entered into on the August 1, 2025 (“Effective Date”), by and between the TOWN OF WINDSOR (“Windsor”) and the COUNTY OF SONOMA, acting through its ECONOMIC DEVELOPMENT COLLABORATIVE (“EDC”). Windsor and EDC are collectively referred to as the Parties.

AGREEMENT

The purpose of this Agreement is to provide financial support to EDC’s existing economic research program(s), including programs and initiatives related to and/or benefitting the Town of Windsor. To further this purpose, the Parties agree as follows:

Funding: Windsor shall pay EDC a total of \$40,000, in four equal installment payments as follows; ten thousand dollars (\$10,000) will be paid to EDC upon execution of this Agreement, with the next three payments as follows: by January 15, 2026, April 15, 2026, and July 15, 2026.

Fellow: EDC will employ an Extra Help Special Projects Administrative Coordinator (“Fellow”), to be funded in part through this Agreement. The Fellow will be assigned tasks relating to the Scope of Work below, on a half time basis (approximately 20 hours per week). The Fellow will be based out of Sonoma County Economic Development Collaborative’s office in Santa Rosa. As reasonably requested by Windsor and schedule permitting, the Fellow will report to the Town of Windsor office on occasion.

A. SCOPE OF WORK

The Fellow will support the Windsor’s Economic Development Manager in the implementation of Windsor’s 2025 Economic Development Strategic Plan (EDSP). The below potential tasks may be performed by the Fellow, as determined in partnership between the EDC and Windsor.

Business Retention & Expansion (BRE) Support

- Assist with developing and launching the annual State of Business Survey.
- Help organize and analyze business interview data to identify needs and trends.
- Contribute to the design and implementation of a Business Welcome Program.
- Assist in developing a How to Do Business in Windsor Guide.
- Assist in the development a Customer Relationship Management (CRM) program.

2. Opportunity Site Inventory & Analysis

- Support the creation and maintenance of an inventory of key development parcels.
- Conduct strategic assessments of key development and redevelopment sites, including zoning, entitlement status, market fit, and alignment with EDSP goals.
- Prepare investor-facing summary briefs or pitch materials for high-priority parcels.

3. Marketing and Branding Assistance
 - Help expand the DiscoverWindsor.com site by drafting new business attraction and tourism content.
 - Develop basic digital marketing assets (social media templates, site maps, local business spotlights).
 - Support placemaking and signage initiatives through fieldwork and visual documentation.
4. Community Engagement & Partnerships
 - Coordinate logistics and communication for familiarization tours or site selector meetings.
5. Data Management & Performance Metrics
 - Design and populate economic development performance dashboards based on EDSP KPIs.
 - Use data from the CDTFA, U.S. Census, local business license records, and stakeholder input to inform program tracking and strategy refinement.
 - Develop reporting templates for internal use and potential public dissemination.

B. TERMS AND CONDITIONS

1. Term of Agreement

- a. The term of this Agreement shall be from the Effective Date through July 31, 2026, unless terminated earlier in accordance with the provisions in 1.b.
 - b. Either party to this Agreement may terminate the Agreement for convenience and without cause, by giving the other party 30 days advance written notice of the effective date of termination. In the event of termination, COUNTY shall be entitled to retain compensation for each completed month of service since the Effective Date, at a rate of one-twelfth the Funding amount, in addition to a pro-rata amount based on a daily rate if not a fully completed month, through the date of termination.
2. Notices. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

EDC: Sonoma County Economic Development Collaborative
 141 Stony Circle, Suite 110
 Santa Rosa, CA 95401

Windsor: Town of Windsor Economic Development Department
 9291 Old Redwood Highway, Bldg 400
 Windsor, California 95492

3. Status of Fellow. Notwithstanding this Agreement, the Funding, or any work the Fellow may perform relating to or benefitting Windsor, the Fellow shall be and remain a hired employee of the County of Sonoma and not Windsor under this Agreement. County solely retains all rights and responsibilities with regard to employment of Fellow, including hire, termination, and control of work.
4. Representations of County. EDC makes no representation or warranty, express or implied, with regard to any Fellow work or deliverable or associated program or initiative, including with regard to any quality, usability, fitness, or reliability thereof. All work and deliverables shall be provided and accepted AS-IS, WHERE-IS, with no further obligation of EDC with regard thereto.
5. Assignment/Delegation. Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
6. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
7. Merger. This writing is intended both as the final expression of the Agreement between parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

TOWN OF WINDSOR

DATED: _____

By: _____
Title:

COUNTY OF SONOMA

APPROVED AS TO FORM FOR
COUNTY:

DATED: _____

By: _____
County Counsel

EXECUTED BY:

DATED: _____

By: _____
Department Director