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**Partnership Agreement**

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*Between:*

City of Golden  
Orton Family Foundation

*Project: Golden Heart & Soul Vision 2030 Plan*  
November 25, 2008

## PARTNERSHIP AGREEMENT WITH THE ORTON FAMILY FOUNDATION

The City of Golden, Colorado (the “City”) and Orton Family Foundation (the “Foundation”), an operating foundation with a principal place of business in Middlebury, Vermont, (collectively, the “Partners”) enter into the following agreement (“Agreement”) regarding Golden’s Heart & Soul Vision 2030 Plan (the “Project”).

### Background

In January 2008, the Foundation issued a Request for Proposals seeking two communities in the Northeast and two in the Rocky Mountain regions willing to undertake an innovative and experimental two-year project developing a “Community Heart & Soul” approach to planning. Based on Golden’s excellent application and a subsequent site visit by Foundation staff, the Foundation chose Golden as one of four Heart & Soul community projects. Further meetings and discussions amongst the Partners have confirmed the alignment of purposes, the willingness to experiment together and the Partners’ capacity for the project. This Agreement sets out the Project’s goals and the Partners’ roles and responsibilities.

### *Description of Project:*

The Project will include the following elements over a two-year period:

- A. **Exploring and identifying heart and soul attributes of the community:** The Partners will undertake a dynamic public outreach program designed to engage a wide cross-section of the local citizenry. This program will fully explore and clearly articulate the characteristics that make the community a desirable place to live. The characteristics identified may be tangible or intangible and may include unique built, economic, natural, social and cultural attributes, and traditions. Projects must engage citizens, organizations, and social networks, both formal and informal, in the planning process and in making decisions for the community’s future. This approach will require Partners to listen carefully to all those who live, work and play in the community, including potentially marginalized populations such as seniors, youth, minorities, lower income families, recent arrivals, and local businesses. Innovative processes and/or tools for engagement will be used both in initial outreach and to assist the community in prioritizing actions that would protect or enhance their heart and soul elements.

- B. Sharing local stories:** Telling a story, in its broadest sense, brings to life residents' experiences and their values including their shared heritage, sense of place, motivations, and goals. As part of a community planning process, sharing stories can reveal important overlooked values and unresolved issues, reflect collective experiences and common themes, and give voice to hopes for the future. Hearing each other's stories builds the mutual understanding, connections and sympathies that support taking action. As such, the Partners agree to develop a robust story telling aspect to the Project, that reflects the staff capacity of the City, but which all partners agree is an important technique for listening, building trust, understanding, and capturing the community's qualitative sense of itself and its aspirations.
- C. Using a shared, values-based vision to guide growth:** The City will endeavor to manage growth and navigate change based on a shared vision comprised of broadly accepted heart and soul attributes and themes. To this end the Project will include identifying and developing alternative scenarios reflecting the vision and values expressed by the community. Input from residents, community groups, and local businesses will be used to evaluate the respective alternatives, their benefits and impacts, to aid in development of an illustrative master plan and implementation of a common vision.
- D. Developing actionable plans and implementing priority activities:** The Project will produce an Implementation or Action Plan that contains recommendations related to land use planning and community development that preserve and enhance the city's heart and soul attributes. The implementation plan will answer questions such as: *How* will governing regulations, financial incentives, design guidelines, and budgeting need to be changed? *Who* will take responsibility for each of the recommended actions, including public, private and nonprofit sectors? *When* are the actions anticipated? *What* resources will be required? Implementation activities are expected to occur over several years, but should achieve noticeable successes within the first two years, particularly where land-use policies and plans will be revised.
- E. Building accountability and sharing results:** To ensure accountability, implementation plans must include a system or set of practices for the ongoing monitoring and evaluation of the community's decisions over time. Results and progress toward preserving and enhancing the community's Heart & Soul will be regularly communicated to the public and the Foundation.

The work plan set out in Attachment A provides specific detail on these project processes, timelines and elements based on the City's proposal to the Foundation.

**Partners:**

**The City of Golden** is located in Jefferson County, Colorado.

**Orton Family Foundation** is an operating foundation that works to build vibrant and enduring communities. It assists small cities and towns to articulate, implement and steward their heart and soul assets so that they can adapt to change while enhancing the attributes they value most. The Foundation promotes inclusive, proactive decision-making and land use planning by providing guidance, tools, research, capital and other support to citizens and leaders.

In an effort to describe the Partners' various roles so as to confirm expectations and commitments, and to avoid duplication, the Partners agree as follows:

**1. Partners' Roles and Responsibilities.**

**a) The City** will contribute the following to the Project:

- Contribution of at least \$32,000 cash over two years as described in Attachment B "Project Budget", and subject to appropriation by the City Council of the City of Golden.
- In-kind match valued at \$169,000 from City staff and partner organizations, as described in Attachment B "Project Budget", and subject to appropriation by the City Council of the City of Golden, which in-kind match may include the following:
  - ▶ Provision of Sustainability Coordinator or a senior staff member as the Project Coordinator, with time as needed committed to the project and to the extent feasible and consistent with other responsibilities, works jointly with the Foundation. A representative from the City will participate in the Foundation's Community Matters 09 conference in Denver, CO, in November 2009.
  - ▶ Lead role in recruiting, convening and managing the Project's local advisory group that will include a diverse representation of the City's population especially from segments of the community that the City is working to more effectively engage
  - ▶ Work closely with Foundation on project design, implementation and communication
  - ▶ Project website development and maintenance in consultation with Foundation.

- ▶ Participation of other key City staff and/or boards as appropriate
- ▶ Participation in Project activities as appropriate
- ▶ Careful budgetary oversight of the project including management of Project budget and finances
- ▶ Assistance with leveraging local/state/other funds as appropriate
- ▶ Commitment to raise any additional funds deemed necessary
- ▶ Work with Partners to identify and retain needed experts as funding allows
- ▶ Feedback to the Foundation through frequent communications (phone and email) and regular reporting
- ▶ Participation in and facilitation of Project evaluation and lessons learned

c) The **Foundation** will contribute the following to the Project:

- Provide up to a maximum of \$100,000 to support Project activities, over the course of two years, as described in Attachment B “Project Budget”.
- Provide technical assistance by Rocky Mountain West Projects and Communications staff on an “in-kind” basis. Foundation staff is not involved in project implementation on a day-to-day basis but rather serves in an “active advisory” role. In that role, Foundation staff will assist with project design and help identify and provide citizen engagement tools. Additionally, as a Project Partner, the Foundation will be involved with the approval of outside consultants and the scope of their work.
- Participation in budget oversight.
- Provide as needed professional training to project staff and volunteers around issues most relevant to the project, during the visioning and implementation phases.
- Assistance to local leaders in evaluating the project and communicating results to local, regional and national audiences.
- Development of a “learning network” to facilitate the exchange of information amongst the Foundation’s Heart & Soul communities.

The Partners understand that the Foundation is an operating foundation and as such, the Foundation supervises work undertaken by non-Foundation staff members to ensure continued alignment with and accomplishment of its mission, and the Partners understand the role of Foundation staff in overseeing the Foundation’s direct or indirect work in the Project.

**2. Partners are Independent.** The Partners agree that they are all working independently from each other in a financial sense, meaning they are not being compensated for their time or work by another Partner. If any compensation by one

Partner to another does occur, it will be an independent contractor relationship. Furthermore, the Partners agree that they have no power or authority to act for, represent, or bind the other Partners. Partners will not enter into contracts of over \$5,000, as it pertains to the scope of this agreement, without the consent of the other Partners.

**3. Proprietary Information and Intellectual Property.** The Partners recognize the Foundation is developing a unique meaning and brand for the term “Community Heart & Soul Planning” and the approaches and tools it encompasses. This Project is aimed at not only assisting the City in its goals and work, but also at developing Community Heart & Soul models, tools and products that the Foundation can disseminate for use by other communities and organizations. Hence, it is essential the Foundation retains the unrestricted right to use all products developed in the Project for replication and dissemination purposes. That said, the Foundation also looks at the City as an important co-innovator and early adopter of these processes, tools and products, and as essential stewards, responsible for continued implementation of Golden’s heart & soul after the Foundation’s responsibilities are completed and so does not want to restrict continued use of these developed tools, processes and products. Consistent with the collaborative and capacity- building intent of the Project, the Partners agree that all information conceived or created by the Partners during the term of the Project will be owned equally. The Partners agree that equal ownership means the Partners can use without restrictions beyond those specified in this Agreement the information or content developed during the term of this Project for any future purposes (such as case studies, models, Powerpoints, presentations, articles, websites, etc.), so long as use of the process, tools, language, products, etc. does not undermine the Foundation’s ability to build and perpetuate its unique “Community Heart & Soul Planning” work. Partners agree that wherever possible the contributions by Partners to this body of work should be acknowledged. All contracts with consultants participating in the Project shall ensure to the extent possible the capture of tools or processes used or products developed in the Project for purposes of inclusion in the Foundation’s Community Heart & Soul Planning models, case studies, articles, etc.

**4. Project Sharing.** The Foundation is developing a framework for sharing materials and lessons learned among its Heart & Soul communities. The Partners agree to:

- a) Share Project materials and findings with other Foundation Heart & Soul planning communities within this framework
- b) Share Project results to date at the Foundation’s CM09 Conference in Denver, CO on November 9-11, 2009

- c) Participate in related Heart & Soul activities and trainings, as appropriate

**5. Evaluation.** The Foundation has developed a series of evaluation tools to assess the effectiveness of approaches undertaken in Heart & Soul projects. The Foundation's evaluation tools include online surveys, regular reporting by Project Coordinator, and the potential for additional outside evaluation including focus groups or individual interviews. The City agrees to participate in evaluation, identify and recruit residents willing to participate in evaluation, and use the Foundation's tools at the following stages of the Project:

- a) **Baseline Information:** Gather baseline information about the state of planning and citizen participation before the Project begins.
- b) **Project Accomplishments:** Measurement of the Project's successes or failures upon completion. Evaluation will focus on whether the community, partners and the Foundation's goals were satisfied and what tools and methods were effective.
- c) **Post-Project Impacts:** The Impacts will be measured one year after a project is completed (and possibly three and five years afterwards) to determine whether the project's accomplishments have translated into longer term, positive impacts and to learn what, if any, ancillary land use efforts and public process benefits have occurred.

**6. Partners Not to Engage in Conflicting Activities.** In light of the fact that the Foundation owns intellectual property and espouses or otherwise stands for certain principles, the Partners shall inform the Foundation of any work undertaken or about to be undertaken in this or other projects that could possibly conflict with the Foundation's purposes and mission.

**7. Termination of Agreement by Notice; Amendments.** Given the multiple commitments made by the Partners to each other and the resulting internal staff allocations, this Agreement may only be terminated under circumstances where one Partner is substantively failing to honor its commitments, is acting unilaterally, and/or making decisions contrary to the intent of the project or the collaborative decisions of the other partners, thereby seriously impeding the direction or conclusion of the Project. If this material breach occurs then any of the other Partners may terminate this Agreement upon 30 days' notice by registered or certified mail, return receipt requested, addressed to the other partners. The 30 days' notice shall be measured from the date the notice is posted. Any financial obligations existing at the time of termination will be addressed in an orderly and

fair manner. This Agreement may be effectively amended in writing, signed by all Partners.

**8. Publicity and Articles.** The Partners will work together to promote the Project. If a press release or article written by one of the Partners is to be published for a local media outlet, then to the extent possible, the other Partners will be given the opportunity to review it prior to publication. If an article is written for regional or national publication, or other information is developed for web site distribution, then all Partners shall be given an opportunity to contribute and an opportunity to approve of the article or other information prior to its submission or distribution.

**9. Financial Reimbursement, Project Reporting, and Appropriation.**

The City will submit reimbursement requests to the Foundation on a quarterly basis, and as consistent with a pre-approved Project Budget (Attachment B, and updated as warranted). The Foundation will provide a standard reimbursement form for this purpose, which the City can tailor as appropriate. The City's match requirement will be satisfied through a combination of both cash and in-kind contributions. In-kind contributions, as outlined in the project budget, may include professional staff time, donated quantifiable professional services (e.g. facilitator, attorney's fees, professional planner), materials and supplies (e.g. printing, meeting space, equipment rental). The matching resources must be verifiable and capable of being evaluated by the Foundation.

The City accepts the responsibility of any cash outlay necessary for the Project, given that it is within the work plan and budget. If the City identifies a need for any cash outlay by the Foundation or that the Foundation contract directly with consultants, it will make this request to the Foundation in advance of any contracts or expenses incurred.

The Foundation will require quarterly reports to be completed by the Project Coordinator. These reports will help track progress as well as capture the lessons learned on regular intervals throughout the duration of the Project. The Foundation will prompt the Coordinator when these reports are due and provide a reporting tool for their submission. The first quarterly report will be due in March 2009.

The obligations of the City hereunder shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. The fiscal obligations of the City under this Agreement shall be from year to year only and shall not constitute a mandatory payment obligation of the City in any fiscal year beyond the present fiscal year. This Agreement shall not directly or



indirectly obligate the City to make any payments beyond those appropriated for any fiscal year in which this Agreement shall be in effect. The decision as to whether to appropriate such amounts shall be at the sole discretion of the City Council of the City of Golden.

In the event that the City does not appropriate sufficient funds or does not have funds available for any payment herein at any time, the City shall provide written notice to the Foundation that payment or payments will not be made. The failure to appropriate funds or have funds available shall not be a breach of this Agreement.

**10. The Duration of Agreement.** The term of this Agreement is from December 1, 2008 until December 1, 2010.

**11. Governing Law.** This Agreement is subject to and shall be interpreted in accordance with the laws of Colorado.

For: The City of Golden

\_\_\_\_\_  
Jacob Smith  
Title: Mayor

\_\_\_\_\_  
Date

For: Orton Family Foundation

\_\_\_\_\_  
Name: William Roper  
Title: President and CEO

\_\_\_\_\_  
Date

## **Attachment A: Project Work Plan**

This document outlines expected activities and outcomes for the City of Golden's Heart and Soul Planning Project. This outline is based on the City's 2008 proposal to the Orton Family Foundation, Foundation staff site visit, and subsequent discussion with City staff.

### **Project Goals December 2008- December 2010**

#### **Short Term:**

1. Use local stories and storytelling (digital and conventional) to develop and share stories about Golden and identify and understand Golden's Heart & Soul values and attributes.
2. Engage all segments of the community including newcomers and long-time residents of the community to describe and articulate the City's Heart & Soul.
3. Reframe the neighborhood planning process based on identified Heart & Soul values.
4. Revise and/or update downtown character plan to reflect H&S values-based priorities
5. Use neighborhood plans and downtown character plan as basis for Golden's Vision 2030 document
6. City Council adopts/ratifies Golden Vision 2030 document

#### **Long Term:**

1. Update City of Golden comprehensive plan
2. Update municipal codes
3. Design strategic investment priorities
4. Catalyze public-private partnerships

### **Preliminary Project Planning (December 2008 – March 2009)**

- Finalize and sign Partnership Agreement with refined Project Work Plan, Timeline and Budget, week of December 4, 2008
- Form Local Advisory Committee – first informal meeting, January 2009 (meet and greet – present the project as framed by the City's proposal, walk through goals and general steps of process, discuss role of the committee, answer questions), meeting with Orton staff, January 2009
- Orton's Baseline Evaluation survey distributed, February 2009
- Advisory Committee and/or Project Coordinator, and Orton staff develop media and communications plan for Golden's Heart & Soul Project
- Create Project website, January 2009

- Plan and hold Project launch event in February 2009. (This could also be the beginning of Golden’s story gathering and storytelling project).

**Heart & Soul Articulation – Identification & Consensus** (March 2009 – September 2009)

- Small, informal gatherings at neighborhood associations, churches, schools and community groups.
- Capture local stories (history, current issues, concerns and hopes about the future).
- Synthesize results of small group gatherings for presentation at a “town conference”, Spring 2009
- Use this community event to generate interest in and support for Neighborhood Plans and Downtown Vision Plan along with other recommended actions

**Scenario Development & Analysis** (March 2009 – October 2009)

- Identify best tool for analysis visualization (e.g. CommunityViz or another) and plan for retaining necessary expertise, 2009
- Develop visualization models to assist with plans for downtown area or specific neighborhoods conducive to such scenario evaluation, August – October 2009
- Review alternatives and select preferred scenario, November 2009 -February 2010
- Define overall number of neighborhoods with individual identities and target specific neighborhoods for completion of plans.

**Implementation** (January 2010 to October 2010)

- Create/update Neighborhood Plans
- Update Downtown Vision plan
- Public meetings to confirm contents of Neighborhood Plans and Downtown Vision plan.
- Develop implementation recommendations, short and long term

**Monitoring & Stewardship** (November 2010)

- Create sub-committee to track and report progress of Neighborhood Plans and Downtown Vision Plan
- Create process/objectives for completing and maintaining Neighborhood Plans and make them central to updating Golden’s Comprehensive Plan

**Project Evaluation & Lessons Learned** (Ongoing)

- Assist with and participate in online survey evaluation (baseline, project completion and one-year later)

- Provide regular reports to Foundation by Project Coordinator
- Determine potential for outside evaluation using interviews and/or focus groups

**Other Notes**

- Professional meeting facilitation
- Keypad Polling
- Potential training: storytelling, Discovery Process
- Community Matters Conference, November 2009.
- Ongoing sharing and communication with other H&S project towns.

### Attachment B: Project Budget

The City of Golden commits to a cash match of \$32,000.00, as per the partnership agreement. The remaining match is for in-kind services and totals \$169,000.00. When appropriate, local matching funds may be adjusted between project items, but the overall local match will remain the same at \$200,000.00

<b>Project Item</b>	<b>Orton Grant Funds</b>	<b>Local Match In-kind</b>	<b>Local Match Cash</b>	<b>Total</b>
Values Survey - development, implementation, and tabulation	\$20,000	\$5,000	\$3,000	\$28,000
Project web site development and maintenance	\$5,000	\$15,000	\$3,000	\$23,000
Electronic Town Hall Meetings (3)	\$25,000	\$7,500	\$2,500	\$35,000
Share a Story program implementation	\$20,000	\$5,000		\$25,000
Focus groups, socials and other input activities		\$7,000	\$2,500	\$9,500
Comprehensive Plan Vision Update and community visualization activities	\$10,000	\$15,000	\$10,000	\$35,000
Strategic Action Plan Development	\$10,000	\$15,000	\$6,000	\$31,000
Final Project Report and Accountability Measures – preparation and distribution	\$10,000	\$7,500		\$17,500
Project management 2008-2010		\$80,000		\$80,000
Future Evaluation and reporting thru 2015		\$12,000	\$5,000	\$17,000
<b>Totals</b>	<b>\$100,000</b>	<b>\$169,000</b>	<b>\$32,000</b>	<b>\$301,000</b>