

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Strong Towns, a Minnesota Nonprofit Corporation (CONSULTANT) for the following reasons:

1. The OWNER intends to participate in a Community Action Lab as proposed by Consultant (the PROJECT); and,
2. The OWNER's participation requires certain professional services in connection with the PROJECT (the SERVICES); and,
3. The CONSULTANT is prepared to provide the SERVICES.

In consideration of the promises contained in this AGREEMENT, the OWNER and the CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be 22nd day of NOVEMBER, 2022.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

The CONSULTANT shall provide the SERVICES described in Attachment A, Scope of Services. Further, it is understood by CONSULTANT that OWNER will be engaging the services of consultant(s) regarding the development and implementation of its updated Comprehensive Plan. CONSULTANT hereby agrees that any and all services anticipated by this AGREEMENT, and as set forth in ARTICLE 3 and Attachment A, shall be modified and/or executed as necessary to allow OWNER the flexibility necessary to manage its Comprehensive Plan Update as a priority project.

ARTICLE 4 - SCHEDULE

The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in Attachment A, Scope of Services according to the schedule set forth in Attachment B, Project Schedule.

ARTICLE 5 - COMPENSATION

The OWNER shall pay the CONSULTANT in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

The OWNER shall be responsible for all matters described in Attachment D, Owner's Responsibilities. The OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the OWNER to the CONSULTANT. If the OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to the CONSULTANT, the OWNER shall obtain a license or right to use, including the right to sublicense to the CONSULTANT. The OWNER hereby grants the CONSULTANT the right to use the intellectual property associated with plans, documents or other

materials it owns or has the right to use for the limited purpose of performing the SERVICES. The OWNER represents that the CONSULTANT's use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this AGREEMENT or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the SERVICES.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

Indemnification. To the extent allowed by law, including the Constitution of the State of Oklahoma, the CONSULTANT and the OWNER each hereby agree to defend, indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of SERVICES under this AGREEMENT. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT's employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this ARTICLE shall survive completion of the SERVICES, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this Agreement, the CONSULTANT shall maintain the following insurance:

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

The CONSULTANT shall, upon written request, furnish the OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty

days' written notice to the OWNER. The OWNER shall require all project contractors to include the OWNER, the CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both the OWNER and the CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The CONSULTANT shall not be responsible for the failure of any contractor, subcontractor, vendor, or other PROJECT participant, not under contract to the CONSULTANT, to fulfill contractual responsibilities to the OWNER or to comply with federal, state, or local laws, regulations, and codes.

ARTICLE 11 – LOCATION OF PROJECT AND JURISDICTION

The Parties agree that the Project is to be performed within, and relates directly to a geographical area located solely within Cleveland County, State of Oklahoma. The Parties further agree that any action brought on any Party's claims is properly brought in the Oklahoma District Court for Cleveland County or the United States Federal Court for the Western District of Oklahoma.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by the CONSULTANT as deliverables pursuant to the Attachment A, Scope of Services are instruments of service in respect to the PROJECT. The Consultant may record, in audio or video, any Strong Towns event or engagements, and may use any of the materials provided during this engagement as the sponsor reasonably sees fit, subject to third-party permissions, copyright and other publicity and intellectual property rights. Nothing in this agreement shall be construed as a representation by OWNER that it has the authority to convey, and does so convey, the permission of any individual or private party for CONSULTANT's use of any such audio or video.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the OWNER as part of the SERVICES shall become the property of the OWNER; provided, however, that the CONSULTANT shall have the unrestricted right to their use. The CONSULTANT shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of the CONSULTANT.

ARTICLE 14 - TERMINATION AND SUSPENSION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT; provided, however, the nonperforming party shall have thirty (30) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart

terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Party to this agreement shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of circumstances beyond its reasonable control, including, without limitation; acts of God; earthquakes; fires; floods; wars/ civil or military disturbances; acts of terrorism; sabotage, strikes, epidemics; pandemics; quarantine; riots; power failures; computer failure; accidents; labor disputes; or governmental actions. The CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - NOTICES

Any notice required by this AGREEMENT shall be made in writing to the address specified below:

OWNER:

Darrel Pyle
City Manager
City of Norman
P.O. Box 370
Norman, OK 73070
(405) 366-5404 Phone
(405) 366-5389 Facsimile

CONSULTANT:

Strong Towns
Charles L. Marohn, Jr.
President
1001 Kingwood Street
Studio 116
Brainerd, MN 56401
(844) 218-1681 Phone
N/A Facsimile

Nothing contained in this ARTICLE shall be construed to restrict the transmission of routine communications between representatives of the OWNER and the CONSULTANT.

ARTICLE 17 - DISPUTES

In the event of a dispute between the OWNER and the CONSULTANT arising out of or related to this AGREEMENT, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each

negotiation or mediation. If, after 30 days of good faith attempts to resolve the dispute, it is not resolved, then either Party may pursue its remedies at law.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. The CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is the CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either the OWNER or the CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

ARTICLE 21 - INTEGRATION

This AGREEMENT, including Attachments A, B, C and D incorporated by this reference, represents the entire and integrated AGREEMENT between the OWNER and the CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this AGREEMENT and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this AGREEMENT.

ARTICLE 23 - ASSIGNMENT

Neither the OWNER nor the CONSULTANT shall assign any rights or duties under this AGREEMENT without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the CONSULTANT may assign its rights to payment without the OWNER's consent. Unless otherwise stated in the written consent to an assignment,

no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this ARTICLE shall prevent the CONSULTANT from engaging independent consultants, associates and subcontractors to assist in the performance of the SERVICES.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The SERVICES provided for in this AGREEMENT are for the sole use and benefit of the OWNER and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the OWNER and the CONSULTANT.

IN WITNESS WHEREOF, THE CITY OF NORMAN and STRONG TOWNS have executed this AGREEMENT.

DATED this 22nd day of NOVEMBER 2022.

The City of Norman
(OWNER)

Strong Towns
(CONSULTANT)

Signature [Signature]

Signature [Signature]

Name Larry Heikkila

Name Charles L. Marohn, Jr.

Title Mayor

Title President

Date 11/22/22

Date 11/14/22

Attest:
[Signature]
City Clerk

Attest:
[Signature]
Corporate Secretary



Approved as to form and legality this 17 day of November 2022.

[Signature]
City Attorney

**ATTACHMENT A
SCOPE OF SERVICES**

ARTICLE 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. The CONSULTANT shall, except as otherwise provided for herein, furnish all services, labor, equipment and incidentals (SERVICES) as required for this AGREEMENT.



Community Action Lab

NORMAN, OKLAHOMA



August 18, 2022



1001 Kingwood Street
Studio 116
Brainerd, MN 56401

City of Norman
201 W Gray St,
Norman, OK 73069

To the City of Norman,

At Strong Towns, we are working to make America's cities financially strong and resilient, able to meet their community's needs and direct their own future without being dependent on others for essential services or ongoing support. We are excited for the opportunity to work with the residents of Norman, Oklahoma to help them on the path to increased prosperity.

The Community Action Lab we are proposing is designed to transform the direction of your community, from development patterns that stress your region -- financially, environmentally, culturally -- to a future where you can sustain core services, improve quality of life, and keep the broader commitments the community makes to itself and its neighbors without the need for ongoing, outside support. We want to help you become a Strong Town!

To do this, we will engage local leaders, giving them the understanding and the language to communicate a strategy of resilience to your community. We will work to train an Action Team, a group of people implementing new strategies and approaches, to help them apply what they have learned to your most pressing challenges. And, we'll nurture a broad community conversation so that the dialogue in the coffee shop, the ball field, and the social gathering include a transformed -- and optimistic -- vision for the future.

This project is a commitment from your leadership to the future of Norman. It is also a commitment from the Strong Towns team to learn, reflect, and understand the people of Norman, to bring their hopes and insights into our broader movement for change, connecting them to a support structure that will help them for many years to come.

In fast-growing communities like yours, a new community dialogue can jumpstart momentum for breaking out of the boom and bust cycle of development, setting future generations up for prosperity and success, regardless of what happens in the world around you.

We're excited to be working on this with you.

Sincerely,

A handwritten signature in black ink, appearing to read "C. L. Marohn, Jr." in a cursive style.

Charles L. Marohn, Jr.
President of Strong Towns

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Executive Summary

Strong Towns operates with the mission of replacing America's post-war pattern of development, the Suburban Experiment, with a pattern of development that is financially strong and resilient. We advocate for cities of all sizes to be safe, livable, and inviting. We work to elevate local government to be the highest level of collaboration for people seeking to work together in a place, not merely the lowest level in a hierarchy of governments.

In order to rationally respond to the challenges created by the North American development pattern, the Strong Towns approach:

- ▶ Relies on small, incremental investments ("little bets") instead of large, transformative projects.
- ▶ Emphasizes resiliency of result over efficiency of execution.
- ▶ Is designed to adapt to feedback.
- ▶ Is inspired by bottom-up action ("chaotic but smart") and not top-down systems ("orderly but dumb").
- ▶ Seeks to conduct as much of life as possible at a personal scale.



Strong Towns is proposing a **\$149,875 Community Action Lab** that will use a multi-pronged approach to mobilize the community of Norman, Oklahoma for change while simultaneously coaching a team of key leaders through critical action steps. Strong Towns seeks to shift the vital center of dialogue in the community using our broad reach, non-partisan appeal, and accessible messaging.

As a result of a Community Action Lab in Norman:

- ▷ Local leaders will gain knowledge and insight that will help them build a strong, resilient, and more prosperous city.
- ▷ Technical staff and key stakeholders will be trained in practical ways to apply Strong Towns thinking and approaches to the difficult problems they are presently facing in their communities.
- ▷ The broader community will experience a shift in thinking that will increase their understanding of resiliency, long-term fiscal health, and their community's development approach while building capacity to support systematic change.

Change The Conversation

We all want to live in a prosperous place where hard work creates a better life for ourselves, our families, and the next generation. Thanks to the University of Oklahoma's significant presence in the city, Norman is seeing new signs of increased demand for tourism and services as well as major new investments. A community like Norman needs only to welcome development alongside such a significant shift in its growth pattern in order to receive all the fees, tax revenue, and other immediate benefits of these investments.

This approach comes with a tradeoff that is only realized decades into the future. These numerous new roads, sidewalks, pipes, and other infrastructure systems require ongoing maintenance, repair, and replacement. Shiny new neighborhoods and commercial areas built during a boom enter their intensive-maintenance phase suddenly, making both public and private maintenance challenges exponentially more difficult.

This would be enough of a challenge if the pattern of growth generated enough wealth and revenue for the community to make good on the promise of prosperity. Data clearly demonstrates that it comes nowhere close; communities experience a cycle of boom, stagnation, and decline as a result of the typical approach to growth and development adopted by the vast majority of North America after World War II. Public understanding of this manifests in a commonly held sentiment: "we don't want to end up like them", with the latest community to experience this rise and fall held up as the avatar of that which we want to avoid.

To avoid such a fate, there needs to be an alternative that is both desirable and achievable within the framework of our local decision making process. Fortunately, Norman is perfectly positioned at this point in development to not only alter course, but to be the regional leader that will inspire others to change their approach as well.

Goals & Objectives

Psychologist Jonathan Haidt described three elements of systematic change in an analogy of an elephant, a rider, and a path. The elephant represents our emotional inclinations and responses. It is strong, powerful, and not easily moved against its own will. The rider is our rational selves, the part of our psyche that responds to data and analysis. The rider can steer, but has little power to overcome an elephant that wants to go in a different direction. The path then represents the obstacles in the way that assist or hinder the elephant and rider on their journey.

Systematic change must do three things at once:

Motivate the elephant to go in the chosen direction

Inform the rider so they can steer in the right direction

Clear the path to make it easier to stay on course

The Community Action Lab in Norman is designed to accomplish all three elements simultaneously.

We have outlined the following goals for this project:

Inform & Educate

Generate awareness and create a new dialogue around the future of Norman.

- ▷ Strong Towns will train community leaders in the knowledge and skills that will help them implement resilient development and to strengthen the economy of their communities. Empowered with a new perspective, practical skills, and support/resources from the Strong Towns team, community leaders will be more capable and motivated to initiate projects that will make their communities more resilient in the long term.
- ▷ Strong Towns will assist the community with developing a refined vision for what a Strong Towns approach can look like in Norman, which will assist in future planning and visioning efforts.
- ▷ Strong Towns will provide community members with the opportunity to engage with content that supports the goals and visions for their communities, along with access to the information they need to create a new dialogue.

Connect & Energize

Bring together community leaders and residents to inspire collective action.

- ▷ Strong Towns will assemble and coach an Action Team of energetic community leaders for one year to apply the Strong Towns approach to current challenges, building their capacity to implement and sustain a new approach to community development.
- ▷ Strong Towns will communicate with top leadership in Norman to increase support and momentum at all levels.
- ▷ Strong Towns will use a series of events and ongoing media efforts to connect curious, inspired, and motivated residents to others in their community and generate momentum.

Support & Guide

Maintain momentum and continual action to move toward the city's vision.

- ▷ Strong Towns will provide focused guidance and coaching to local leadership and the Action Team for one year, with more moderate support available after that time period, ensuring that community leaders continue to have access to the knowledge and skills needed to reach their goals.
- ▷ Strong Towns will provide the Action Team with access to support from our team during and after the project as well as resource materials, including 12-month memberships to Strong Towns and the Strong Towns Academy.

Community Action Lab

The Community Action Lab is a two-year process. In the first twelve months, Strong Towns provides active community engagement and coaching, meeting regularly with leadership and the local Action Team, and heavily pushing targeted media campaigns to the larger community. In the second year of the project, we will shift toward more passive support for local leaders and community groups, offering assistance as needed and providing ongoing resources.

Throughout each phase, the Community Action Lab will utilize a three-pronged approach:

Vision

Communicate with local leadership to understand their individual goals and priorities, share critical information, and align the consensus vision around long-term resiliency.

Action

Train and coach an Action Team to apply the Strong Towns approach to current challenges, building their capacity to implement and sustain a new approach to community development.

Conversation

Engage the broader community through a series of events, supported by ongoing media efforts, that produce a shift in dialogue within the community.

Phase 1: Preparation

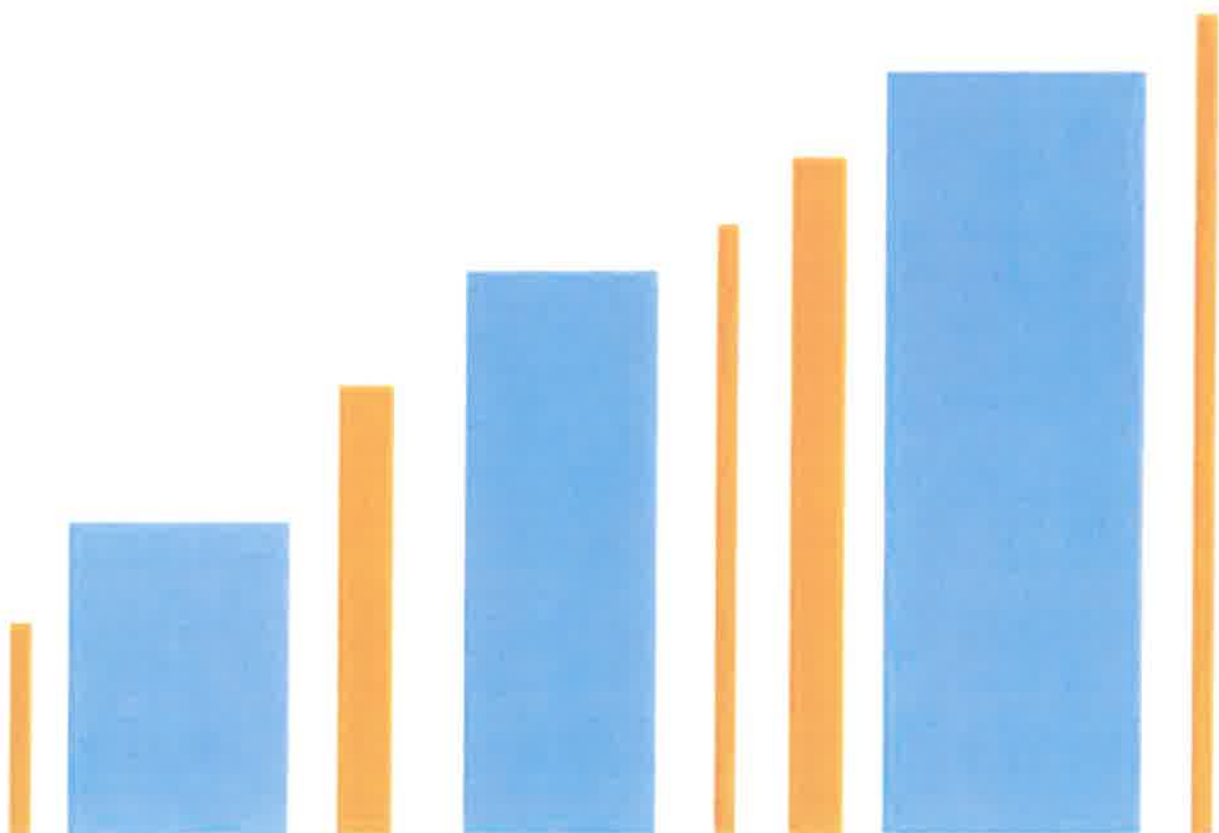
In preparation for kicking off the Community Action Lab and to ensure a productive launch, Strong Towns will:

- ▷ Perform a survey of the public, the Action Team, local leaders, and community partners to establish a baseline measurement of knowledge and inclinations regarding economic resiliency and growth.
- ▷ Begin the process of building a local audience for Strong Towns content with initial content marketing to identify high-share collateral. Content pieces that demonstrate engagement across a broad demographic will be used as outreach during the initial engagement.
- ▷ Utilize our media database to make initial connections with traditional media sources to establish media contacts. We will set up keyword monitoring of local media and the local conversation more broadly.
- ▷ Work with public officials to identify the right date and venue for the initial kickoff event. We will plan the event, coordinating with the local sponsor on related meetings, tours, and sessions surrounding the major public engagement. Strong Towns will use our engagement platform to advertise and promote the event to the broader public.
- ▷ Work with Norman leadership to identify 12 to 15 members of the Action Team, the leadership group that will actively participate throughout the process in the training and coaching sessions. Members of the Action Team will participate in coaching and training sessions every two to three weeks for the first year of the Community Action Lab. They will receive a customized curriculum of training sessions from the Strong Towns Academy, which they will have full access to. Each member of the Action Team will receive a copy of *Strong Towns: A Bottom-Up Revolution to Rebuild American Prosperity*.
- ▷ Survey members of the Action Team and, as the schedule allows, meet with them individually or in small groups to better understand their background, interests, and areas of concern.
- ▷ Work with top leadership in Norman to begin communicating on their vision for the community they serve. Unlike the Action Team, where we have specific expectations for work and engagement, our goal with the top leadership is to develop good communication without imposing a specific set of expectations for engagement. The Community Action Lab is designed to make their work easier, not impose additional burdens.

Phase 2: Kickoff

Strong Towns will launch the Community Action Lab with a large public engagement event to begin the intensive phase of the project. In the second phase of this project, we will:

- ▷ Host the kickoff engagement events at the dates, times, and locations established during the preparation phase. The events will include public lectures, extended Q&A sessions, and opportunities for walking tours and other activities.
- ▷ Meet in person with the top leadership of Norman to brief them on the schedule and what to expect in the upcoming phases of the Community Action Lab.
- ▷ Meet in person with the Action Team to share the initial curriculum and materials and to discuss goals and expectations with them.
- ▷ Prepare and deliver a briefing to members of the local media, either through Zoom prior to the kickoff event or in person as part of the engagement.



Phase 3: Capacity Building

After the initial engagement event, we will shift into the Capacity Building phase of the Community Action Lab. Strong Towns will:

- ▷ Host a Zoom coaching session every 2-3 weeks with the Action Team. In these roughly 90-minute sessions, we will share information, review key lessons from curriculum assignments, discuss how the Strong Towns approach applies to local issues, and answer questions from members of the Action Team. The format of these sessions will be collaborative, with limited lecturing and an emphasis on coaching and problem solving. Small breakout groups may be used where they facilitate discussion. Sessions will be recorded and made available on demand to Action Team members.
- ▷ Provide Action Team members with regular reading and/or video assignments to complete between coaching sessions. These assignments will take roughly 90 minutes. The expectation is that all participants will stay current on the assignments through the Community Action Lab process.
- ▷ Potentially bring in outside experts to provide supplementary sessions for Action Team members depending on the issues that arise during coaching sessions. At Strong Towns, we have access to some of the country's greatest practitioners and will leverage those connections when helpful.
- ▷ Implement a full content marketing strategy to engage people throughout the region. The distribution strategy will include both organic and paid placements on multiple digital platforms. The goal of this marketing is to broadly expose the public to Strong Towns ideas and foster engagement and discussion of related issues throughout the project. (Note: The online discussions that take place will be curated by members of the Strong Towns team. While we welcome discussion, especially when there is healthy and respectful disagreement, we do not allow people to demonize or attack others. Strong Towns is a non-profit organization, and we reserve the right to mute, block, or hide comments or individuals that are not engaging in a respectful way.)
- ▷ Refrain from using content that specifically references local issues or projects in order to improve engagement. Individuals engage with more open minds when they are given examples from other places, and so we intend to not use content marketing to weigh in on specific local matters. We have found that people have little difficulty transferring lessons learned elsewhere to similar local cases and are generally willing to do so if presented in this way.

- ▷ Occasionally create new content that addresses a topic or issue that the Action Team or the broader public conversation is working to address. We may include local leaders and others in our audio or video productions. The Strong Towns catalog of content includes thousands of articles, podcasts, and videos with 10 to 15 new pieces of content added weekly.
- ▷ Monitor local media conversations and, where applicable, serve as a resource for local media where our insights add value. We will also connect local media to other national experts that can weigh in with fresh perspectives on local issues.
- ▷ Culminate the Capacity Building phase in another public event, coordinated in a similar fashion to the kickoff event. The topics of emphasis and specific agenda for the event will be determined in consultation with the Action Team and local leaders.
- ▷ We will periodically check in with the community's top leadership and remain accessible to their feedback, comments, and inquiries.

Phase 4: Action

Following the second public event, we will shift our emphasis from learning and discussion to implementation of a Strong Towns approach. During the Action phase, Strong Towns will:

- ▷ Continue coaching sessions and curriculum on a 2-3 week cycle as we focus more intently on specific local challenges and how to apply Strong Towns thinking to them.
- ▷ Continue the content marketing approach throughout this phase. As the process matures, the nature of our approach should allow us to reach a larger core audience, allowing us to shift our paid marketing efforts to individuals who are harder to reach.
- ▷ Continue our media efforts, hopefully with deeper and more mature relationships to build from. Engagement in this phase builds toward a third and final event. The timing and topics of the event will be coordinated with the Action Team and local leaders.
- ▷ During the final event, we will have a meeting with top leadership to review progress, receive feedback, and discuss next steps.
- ▷ Following the final event, we will conduct a follow-up survey of the public to measure change against the baseline measurement taken during the first phase of the project.

Phase 5: Ongoing Support

After an intense year of engagement, the active portion of the Community Action Lab will conclude. We will invite leadership, Action Team members, and the broader community to stay engaged with Strong Towns and the broader Strong Towns movement by:

- ▷ Providing all members of the Action Team with a 12-month membership to Strong Towns. This will give them, among other things, access to ongoing coaching through our regular member office hours and access to the priority Q&A section of the Action Lab.
- ▷ All members of the Action Team will also receive a 12-month, all-access subscription to the Strong Towns Academy and the over 60 hours of lessons provided there.
- ▷ If there is demand, we will work with residents to start a Local Conversation, an ongoing dialogue among those interested in the Strong Towns approach. We support Local Conversations around the country, provide them with assistance and resources where we can, and work to connect them to each other for shared learning and engagement.
- ▷ We will remain accessible to the community's leadership and Action Team members for periodic phone calls, email questions, and other informal assistance.

Deliverables

What we're looking to deliver is not easily measurable; we're delivering a new way of thinking, one that grounds Norman in the fiscal realities of a growing city. The process we've set up is designed to help local officials, city staff, and the public at large confront a different set of questions as decisions are made about future growth.

The following deliverables will be provided through the course of the Community Action Lab in Norman:

3 major public events in the first year of the project.

The formation of an Action Team consisting of 12-15 motivated individuals, who will use the Strong Towns approach to work toward the community's goals.

A customized training curriculum for the Action Team consisting of online courses, assignments, guest speakers/instructors, and other sessions tailored to community needs.

Regular meetings between the Action Team and Strong Towns staff (every 2-3 weeks) to discuss the application of curriculum topics to local challenges, address roadblocks, and track progress.

Regular meetings with local leadership to provide updates on project activities and for open discussion.

A content marketing strategy designed to engage residents of Norman with Strong Towns content relevant to local issues on multiple social media platforms.

A public evaluation report containing final metrics, notable achievements and challenges, and concluding thoughts.

One year of ongoing support after the first year of the project for the Action Team and local leadership, including resources and guidance.

Measuring Success

The Community Action Lab is a two-way engagement; Strong Towns will provide the content, materials, training, and access to have the engagement be successful, and the community (local leaders, the Action Team, and the broader coffee shop conversation) will respond.

It is easy to use a clickbait style of communication and get high-levels of engagement without getting the underlying results of substantive change. However, because our goal is community transformation, we will measure both quantitative and qualitative metrics to fully understand community response.

QUANTITATIVE

Throughout the project, Strong Towns will track:

- ▷ Attendance numbers at each project event
- ▷ Facebook engagement on project media campaigns (clicks, shares, comments, etc.)
- ▷ Number of training sessions completed with local leadership
- ▷ Number of training sessions completed with the Action Team

QUALITATIVE

Strong Towns will use surveys and personal interactions to determine:

- ▷ Change in attitudes and knowledge of community leaders, the Action Team, and the public on economic resiliency in their communities
- ▷ Change in attitudes of community leaders, the Action Team, and the public on their communities' capacity for change
- ▷ Change in attitudes and knowledge of community leaders, the Action Team, and the public on financial solvency in their communities
- ▷ Change in attitudes and knowledge of community leaders, the Action Team, and the public on the Strong Towns approach to growth and development
- ▷ Change in attitudes of community leaders, the Action Team, and the public on their individual openness to change, growth, and development

Success Stories

The Community Action Lab is a brand new program, but we're confident in the long-term impacts that project communities will see. This project is a scaled-up version of the work we've been doing for years, and we've seen the success of the Strong Towns approach when communities embrace it. The Community Action Lab will allow us to take the principles and practices we've been honing for over a decade and walk community leaders through the steps they can take to begin turning them into policies and projects that work for their city. The following examples describe real cities putting the Strong Towns approach into action to better serve their municipality and its residents; small, immediate actions that result in incremental change.

FATE, TX

Fate is the site of a remarkable effort by local leadership to put Strong Towns principles into action in an innovative way by incorporating meaningful financial resilience analysis into the city's planning process. In Central Texas, it isn't just the region's core cities, like Dallas, who are drowning under unpayable maintenance obligations. This financial distress is the inevitable endgame of a development pattern that doesn't generate enough private wealth to sustain the public investment that supports it.

In response to this challenge, Fate planning staff began asking developers to document the ratio of public to private investment for every project proposed within the city. Additionally, a robust public consensus-building process aimed at helping voters understand the city's finances and the potential outcomes of different growth strategies was implemented in Fate's **2020 Comprehensive Plan**. As of 2022, Fate recently implemented a new tax rate that will raise maintenance and operations taxes on a \$100,000 home by \$22.79.

HAYS, KS

Hays' relative isolation has forced it to be more self-sufficient than the typical American city. After Strong Towns President Chuck Marohn gave a talk in Hays, local leadership was inspired to look critically at their growth and revenue issues. The city created **A Stronger Hays**, a document which clearly outlines the city's challenges from a Strong Towns angle while proposing potential solutions.

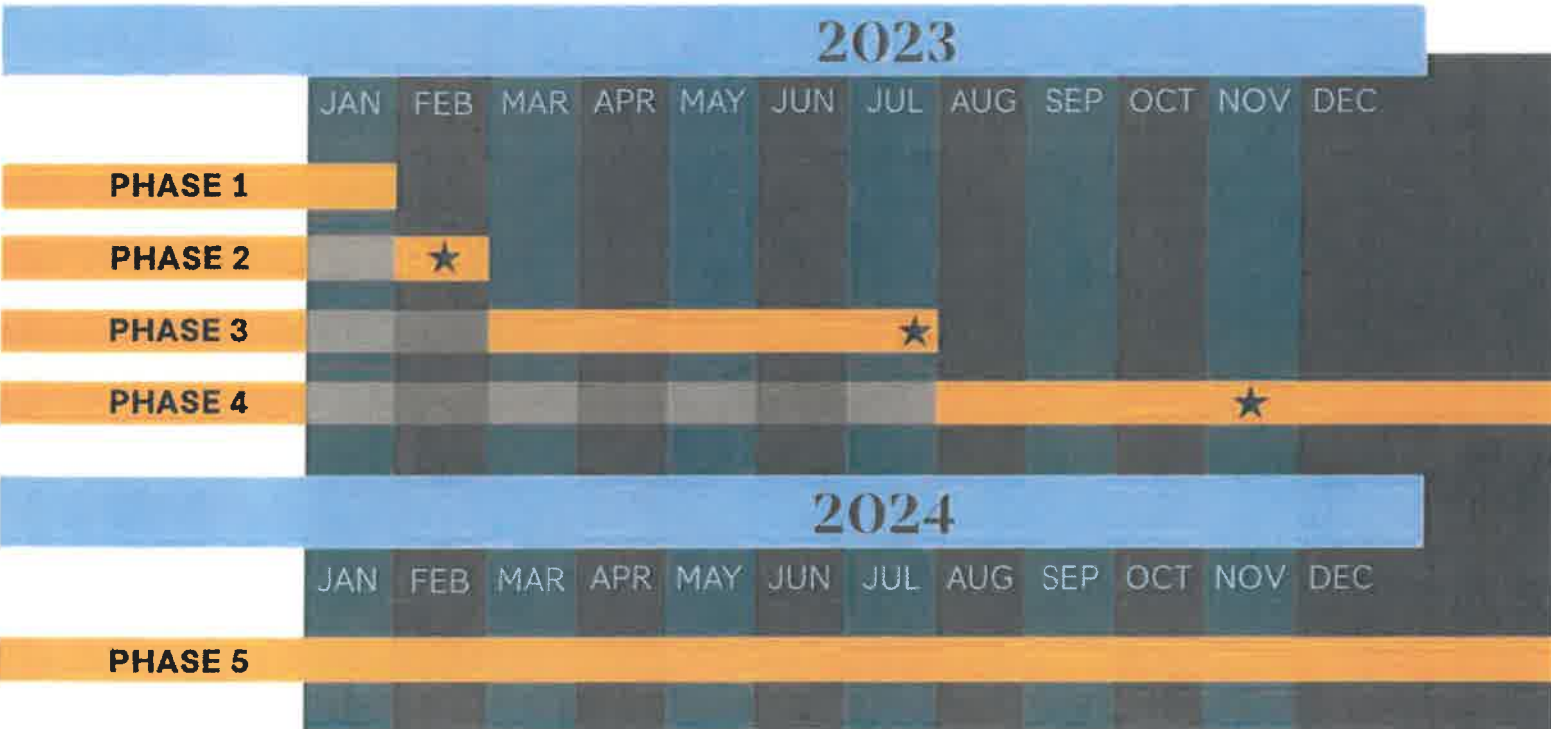
Toby Dougherty, City Manager of Hays, explains the story behind the document:

"Early last year my staff and I conducted a comprehensive fiscal analysis of the city using Strong Towns tactics and methods. The result was a bit of a paradigm shift, as we were faced with proving out that what most people see as an asset—new growth—could be viewed as a liability. It was quite a wake-up call and not received well by everyone. The exercise did result in a much better understanding of our finances, what drives revenues and what drains them. After the initial rollout to the City Commission, we're asked that I do everything possible to inform the public."

Timeline

The Community Action Lab will take place over a 24-month period, with the most intense duration being a ten-month period during the first year in which we will implement Phase 2, 3, and 4. The following timeline is a visualization of when each project phase will take place upon agreement of this proposal:

★ EVENT



Budget

The total cost of this project is **\$149,875**.

PHASE 1, PREPARATION	\$20,400
PHASE 2, KICKOFF	\$12,500
PHASE 3, CAPACITY BUILDING	\$54,675
PHASE 4, ACTION	\$54,800
PHASE 5, ONGOING SUPPORT	\$7,500

Please see the separate Project Budget document for an extensive breakdown of project costs.

If agreed upon, Strong Towns will begin implementation of the Community Action Lab on January 2, 2023. With a timeframe of January 2023- December 2024 for the entirety of the project, the annual cost breakdown and payment schedule will be as follows:

2022

- ▷ Deposit of \$20,400 due within 30 days of project agreement signing

Total Expenses for 2022: \$20,400

2023

- ▷ Payment of \$11,500 upon completion of Phase 2 (Kickoff Event) in February
- ▷ Monthly payments of \$11,000 for Phase 3 and 4 for March-November (\$99,000)

Total Expenses for 2023: \$110,500

2024

- ▷ Payment of \$11,475 upon completion of Phase 4 (Action) in January
- ▷ Payment of \$7,500 upon completion of a final project report in February

Total Expenses for 2024: \$18,975

About Strong Towns

Strong Towns was founded in 2009 from a blog written by Charles Marohn, now president of Strong Towns. Since then, our audience has grown from one or two readers a week to our current annual readership of over two million. Donations from thousands of Strong Towns members make up the largest portion of our revenue stream, which is why we refer to our work as a movement; our work truly wouldn't be possible without the people who believe in it. Our audience is driving real change in their own communities, and they regularly share with us stories of implementing critical change in their own cities and towns.

The Strong Towns approach is built on the idea that we're not going to solve these immense, systemic problems on our own. Instead, we're inspiring millions of people internationally to catalyze change from the bottom up, amplifying both our capacity and their impact.

At Strong Towns, we believe the following to be true:

- ▶ Strong cities, towns and neighborhoods need strong citizens working together to improve the community.
- ▶ Local government is not the lowest level of government but the highest level of collaboration for strong citizens working to build a prosperous place.
- ▶ For local government, financial solvency is a prerequisite for long term prosperity.
- ▶ Land is the base resource from which community prosperity is built and sustained. It must not be squandered.
- ▶ A transportation system is one of many means of creating prosperity in a community, but never an end unto itself.
- ▶ Job creation and economic growth are the results of a healthy local economy, not substitutes for one.

Strong Towns has grown from a blog written by one motivated person to a current staff of 13 and an annual budget of over \$1.2 million. Strong Towns leadership consists of 3 highly-dedicated and committed members of our Board Of Directors, who lead an Advisory Board of 13 exceptionally qualified individuals in total. The Advisory Board steers our organization as we continue to grow our movement, and includes city council members and officials, a state senator, urban planners, journalists, an architect, and community organizers. The Advisory Board meets regularly to provide staff with feedback on programs, projects, and development efforts, offering invaluable expertise to Strong Towns.

Strong Towns operates with the goal of transforming North America’s conventional development pattern; we uncover financial insolvencies, safety hazards, and pedestrian-hostile design practices, then we propose practical alternative solutions. We publish and distribute this content through various media, including written articles, regular podcast episodes, ebooks, webinars, video, and in-depth online courses that reach over two million readers and listeners annually. We also amplify the reach of our messaging and expand our audience by speaking at in-person events across North America.

To accomplish our ultimate goal of replacing America’s post-war pattern of development with a pattern of development that is financially strong and resilient, Strong Towns is:

Creating Content to Inform and Inspire a Movement

- ▷ **Strong Towns Media:** Creating and distributing content through the Strong Towns media platform at www.strongtowns.org
- ▷ **Strong Towns Academy:** Providing pre-recorded training and instruction at academy.strongtowns.org
- ▷ **Local Motive:** Providing live, online training sessions.
- ▷ **Action Lab:** Curating action-oriented content, core insights, and answers to questions at actionlab.strongtowns.org.

Expanding The Movement’s Size and Influence

- ▷ **Strong Towns Events:** Sharing the Strong Towns message at in-person and virtual events.
- ▷ **Public Relations:** Using traditional and non-traditional public relations strategies to broadly distribute our message.
- ▷ **Paid Marketing:** Using paid content marketing to reach new audiences and cultivate deeper audience engagement.
- ▷ **Membership:** Maintaining a membership program as a critical mechanism for advocates to self-identify and support the movement.
- ▷ **Partnerships:** Collaborating with organizations whose work complements our movement and supports our policy objectives.

Mobilizing The Movement for Action

- ▷ **Local Conversations:** Facilitating community-focused meetings of Strong Towns advocates
- ▷ **Community Action Lab:** Providing content, events, marketing, and coaching to a specific community or region.
- ▷ **President’s Issue Summit:** Regularly convening an invitation-only meeting of Strong Towns members to discuss policies relevant to the movement.

Strong Towns is a 501(c)3 nonprofit organization.

PROJECT BUDGET: COMMUNITY ACTION LAB IN NORMAN, OK

Timeframe	Tasks	Notes	Team Members	PROJECT COST	TOTAL
0-1 Month	Phase 1: Preparation				
	Surveys				
	Public	Broad, general survey of the public	Chuck, New, Alexa	\$500	\$2,500
	Action Team	Initial discussion with team members	New		\$1,100
	Local Leadership	Individual conversations with local leaders	New		\$1,200
	Growth Hacking				
	Audience Building	Setup initial target audiences	Alexa	\$600	\$600
	Initial Marketing	Identify initial content pieces, run and monitor initial ad campaigns	Lauren, Alexa	\$2,500	\$2,500
	Marketing Cost	Cost of running paid placements		\$1,500	\$1,500
	Media				
	Stooping	Identify local media contacts	Lauren	\$750	\$750
	Initial Contacts	Make contact with local media, explain project	Lauren	\$1,200	\$1,200
	Keyword Monitoring	Setup monitoring of local conversation	Lauren	\$500	\$500
	Events				
	Scheduling and Coordination	Coordinate kickoff event	Michelle, Chuck	\$1,500	\$1,500
	Advertisement and Promotion	Promote the kickoff event and the project	Alexa, Lauren	\$500	\$500
	Marketing Cost	Cost of running paid placements		\$1,000	\$1,000
	Action Team				
	Assembly and Coordination	Work with Sponsor to identify team members	New	\$1,500	\$1,500
	Initial Communication	Prepare and distribute information to the teams	New, Lauren	\$750	\$750
	Books	Send ST book	Christa	\$800	\$800
	Project Management				
		Overall project management and coordination	Chuck, New	\$2,000	\$2,000
	PHASE 1 TOTAL COST			\$8,350	\$12,850
1 month	Phase 2: Kickoff				
During 2nd month	Event #1				
	Kickoff Engagement	Travel to site, meet w/ public officials, action teams, public, media	Chuck, New	\$8,500	\$8,500
	Coordination	Runs events process	Michells	\$1,500	\$1,500
	Travel Expenses			\$2,500	\$2,500
	PHASE 2 TOTAL COST			\$11,000	\$12,500
2 - 6 months	Phase 3: Capacity Building				
	Coaching Sessions (approx 9)				
	Prep	Prepare curriculum, handouts, and line up content for coaching sessions, communication	Chuck, New	\$3,200	\$3,200
	Sessions	Host 90 minute coaching sessions	Chuck, New	\$5,750	\$5,750
	Follow Up and Coordination	Follow up on items discuss in sessions, provide materials and support	Chuck, New	\$2,200	\$2,200
	Expert Assistance	Outside experts to assist with specific community challenges	New	\$4,000	\$4,000
	Content Marketing				
	Organic Posting of Evergreen	Curate, post, and monitor content from existing evergreen library	Lauren	\$6,250	\$6,250

\$3,000 10 hours to prepare, 6 hours to distribute, 10 hours to analyze = 26 hours + software expense
 \$1,100 6 meetings per team, 30 minutes each = 3 hours + coordination
 \$1,200 5 meetings, 30 minutes each, coordination = 2.5 hours + coordination + follow up

\$600
 \$2,500 2 hours curating content pieces, meeting to review, placing ads and monitoring
 \$1,500

\$750
 \$1,200
 \$500

\$1,500 10 hours of coordination per event
 \$500
 \$1,000

\$1,500 4 hours of coordination
 \$750
 \$800 15 copies + shipping

\$2,000 10 hours
 \$20,400

\$8,500
 \$1,500
 \$2,500 2 people for each trip

\$11,000
 \$12,500

\$3,200 2 hours prep per session
 \$5,750 2 hours per session

\$2,200 3 hours follow up combined
 \$4,000 2 expert sessions @ +\$2000 each

\$6,250 monthly meeting to review + time for curialion and monitoring

12th month and beyond					
	PHASE 4 TOTAL COST		\$21,950	\$32,950	\$54,900
	Phase 5 Ongoing Support				
	Final Report				
	Strong Towns Membership	12-month membership to all members of the Action Team	\$7,500		\$7,500
	Academy Subscription	12-month Academy subscription, including Local-Motive, to all Action Team members			\$0
	Local Conversation Support	Inclusion in the Local Conversations program			\$0
	Ongoing Communications	Phone calls, emails, and Zoom meetings where helpful to continue momentum			\$0
	PHASE 5 TOTAL COST		\$7,500	\$0	\$7,500
		TOTAL	\$60,200	\$39,975	\$149,875

Phases 1 - Preparation	\$20,400
Phase 2 - Kickoff	\$12,500
Phase 3 - Capacity Building	\$54,975
Phase 4 - Action	\$54,900
Phase 5 - Ongoing Support	\$7,500
TOTAL	\$149,875

**ATTACHMENT B
PROJECT SCHEDULE**

ARTICLE 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the SERVICES under this AGREEMENT shall commence upon execution of the AGREEMENT between the OWNER and the CONSULTANT and after receipt of a written Notice to Proceed by the CONSULTANT. The CONSULTANT agrees to provide SERVICES for each phase of the PROJECT as stated and further detailed in **Attachment A - Scope of Services and Attachment C - Compensation**, in accordance with the time frame as stated below:

TASK MILESTONE	ANTICIPATED COMPLETION DATE
Phase 1 Preparation	0-1 Month from NTP
Phase 2 Kickoff	1 Month following Phase 1 completion
Phase 3 Capacity Building	2-6 Months following Phase 2 completion
Phase 4 Action	7-11 Months following Phase 3 completion
Phase 5 Ongoing Support	12 Months beyond completion of Phase 4

The parties further agree that the CONSULTANT will meet this schedule using the standard of care exercised by others within their profession.

**ATTACHMENT C
COMPENSATION**

ARTICLE 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A - Scope of Services** according to the timeline set forth in **Attachment B - Project Schedule**, and in accordance with the limitations and conditions set forth in the AGREEMENT. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$149,875.00 unless changed or modified by a mutually executed contact amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A - Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Advance Payment - 30 days following contract execution, Phase 1	\$20,400.00
Following Completion of Phase 2	\$11,500.00
Monthly for a Maximum of Nine Months – \$11,000/month during Phases 3 and 4	\$99,000.00
Following Completion of Phase 4	\$11,475.00
Following Completion of Final Report	\$7,500.00
TOTAL COMPENSATION	\$ 149,875.00

Payment claims or invoices for payment due as set forth above shall be submitted by the CONSULTANT to the OWNER to prompt payment by OWNER according to these Agreement terms.

Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

OWNER RESPONSILITIES

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to PROJECT including previous reports, construction plans and any other data relative to design and construction of the PROJECT.
2. The OWNER shall be responsible for any fees.
3. The OWNER shall examine all studies, reports, sketches, submittals, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.
4. The OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
5. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with the PROJECT.