



**AGREEMENT FOR PROFESSIONAL SERVICES
 BETWEEN
 RKG ASSOCIATES, INC.
 AND
 CITY OF NORMAN, OKLAHOMA
 FOR A
 HOUSING MARKET ANALYSIS AND AN ANALYSIS OF
 IMPEDIMENTS TO FAIR HOUSING CHOICE**

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into on this 23rd day of December 2014 between the City of Norman, Oklahoma, with principal offices located at P.O. Box 370, 201-A West Gray, Norman, OK 73070 (the "Client"), and RKG Associates, Inc., with principal offices at 300 Montgomery Street, Suite 203, Alexandria, VA 22314 (the "Contractor").

WHEREAS, the Client is presently in need of the preparation of a housing market analysis and an analysis of impediments to fair housing choice; and

WHEREAS, the Client desires to engage the Contractor to perform this study pursuant to the Request for Proposals titled: Request for Proposal (RFP 1415-26) Housing Market Analysis for the City of Norman, Oklahoma; and

WHEREAS, the Contractor agrees to provide market analysis and other federal housing compliance services as detailed in the scope of services (included as Attachment A) to the Client under the terms and conditions set forth herein; and

WHEREAS, the Client has duly authorized the execution of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Scope of Services.

The Client agrees to retain the Contractor and the Contractor agrees to provide a housing market analysis and an analysis of impediments to fair housing choice (AI) to the Client at the request of and under the general supervision of Ms. Linda Price, Revitalization Manager. The Contractor shall be responsible for performing all reasonable and necessary tasks related to such services, including those described in Attachment A of this document, and in compliance with the terms and conditions of the Award.

2. Manner of Performance.

The Contractor agrees to perform its duties under this Agreement in accordance with the degree of skill and care exercised by similarly credentialed professionals performing similar services under similar conditions and, as consistent therewith, to the reasonable satisfaction of the Client.

3. Term.

This Agreement shall remain in full force and effect for a term of six (6) months, commencing on January 1, 2015 and ending on July 1, 2015, unless sooner terminated or extended pursuant to the provision hereof. In no event shall the term of this Agreement be extended without action by the governing body of the Client to extend the term. The Contractor will complete the duties under the contract within this period, unless extended by the Client, and time is of the essence.

4. Compensation.

a. The maximum amount payable to the Contractor under the stated Scope of Services is **fifty thousand, seven hundred and seventy dollars (\$50,770)** to be paid in monthly installments by the Client. In no event shall the Contractor's compensation hereunder exceed the aforementioned maximum without prior written approval from the Client.

b. The Contractor shall submit monthly invoices to the Client for services rendered, together with appropriate supporting documentation (as necessary). Invoices shall reflect the completion of the project to that point. The invoices shall detail the cost per Task (as outlined in the Scope of Services) and percentage complete for each task. The Client shall make payments to the Contractor for services rendered following receipt of said invoices within 30 days.

c. The Client shall not be liable to the Contractor for any expenses paid or incurred by the Contractor, unless specifically set forth herein in writing.

d. Any work completed outside the scope of services will be billed based on actual time used at a prescribed hourly rate, unless a formal contract amendment is executed. A formal contract amendment enables the use of a lump-sum, not-to-exceed amount. The Contractor's loaded hourly billing rates for this effort are as follows:

Principal:	\$225 per hour
Project Manager:	\$175 per hour
Planner/Analyst:	\$125 per hour
Administrative:	\$60 per hour

e. Contractor's Federal Tax Id Number is 02-0357052

5. Equipment, Tools, Materials and Supplies.

The Contractor shall supply, at the Contractor's sole cost and expense, all properly trained personnel, equipment, tools, materials, and/or supplies needed to perform the tasks agreed to be performed hereunder.

6. Records and Reports.

The Contractor shall maintain, on a current basis, complete records relating to the performance of the services under this Agreement, including documentation pertaining to income and expenditures. All records and reports prepared and maintained pursuant to this Paragraph shall be the property of the Client and shall be delivered to the Revitalization Manager or her designee.

7. Relationship Between Parties.

It is expressly understood that in the performance of the services herein, the Contractor shall act as an independent contractor and not as an officer, agent, partner or employee of the Client. The Contractor has no authority to enter into contracts or agreements on behalf of the Client. Because the Contractor is engaged in its own independent business, the Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of the Client. The Contractor understands that the Contractor is responsible for paying, according to law, the Contractor's income taxes and that neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the Client on behalf of the Contractor or its employees. If the Contractor is not a corporation, the Contractor further

understands that the Contractor may be responsible for the payment of self-employment social security taxes.

8. Indemnification.

The Contractor agrees to indemnify and hold the Client harmless from and against liability, loss, damage, or expense, including reasonable attorney's fees, which are incurred or sustained by reason of the Contractor's willful misconduct or negligence in connection with the performance of its obligations under this Agreement. Approval of the Client shall not constitute nor be deemed a release of the responsibility and liability of the Contractor, its employees, associates, agents and consultants for the accuracy and competency of their work; nor shall that approval be deemed to be an assumption of that responsibility by the Client for any defect in the work performed by the Contractor, its employees, subcontractor, agents and consultants.

9. Insurance.

The Contractor agrees to procure and maintain at its expense during the term of this Agreement, insurance in the kinds and amounts provided below with insurance companies licensed to do business in the Commonwealth of Virginia, covering the tasks to be performed under this Agreement within the State of Oklahoma. Prior to the commencement of this Agreement, the Contractor shall furnish to the Client copies of its insurance certificate or certificates listing the Client as an additional insured party as evidence that it has complied with this Paragraph. All certificates shall provide that the insurance policy may not be changed or cancelled upon less than thirty (30) days prior written notice. At least fifteen (15) days prior to the expiration or termination date of any policy, the Contractor shall deliver to the Client a copy of the renewal or replacement policy with proof of payment of the premium therefore (if applicable).

a. Worker's Compensation Insurance. Worker's compensation insurance for its employees in accordance with the Workmen's Compensation Act of the Commonwealth of Virginia and the State of Oklahoma. No worker's compensation insurance shall be obtained by the Client covering the Contractor or its employees.

b. Liability Insurance. Liability insurance in an amount not less than \$1,000,000 per occurrence to protect the Contractor, its employees and its agents from claims that may arise from services rendered under this Agreement.

10. Termination.

a. This Agreement may be terminated by either party upon twenty (20) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Termination may be cancelled within the first ten (10) days of notification if the Contractor and Client can cure the perceived default.

b. This Agreement may be terminated by the Client without cause upon thirty (30) days prior written notice to the Contractor. The parties shall deal with each other in good faith during the thirty (30) day period after any notice of intent to terminate without cause is given.

11. Assignment.

This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.

12. Amendment.

This Agreement may not be amended or modified except by written agreement signed by both parties, and action by the governing body of the Client, where required.

13. Notices.

Any notices required to be delivered to either party pursuant to this Agreement shall be sent in writing to the address below and deemed received: (i) upon delivery, if personally delivered with signed receipt or (ii) the next business day after being sent, if sent by certified overnight mail, return receipt requested. The parties shall be responsible for notifying each other of any change of address.

Client:

Ms. Linda R. Price, Revitalization Manager/ Ms. Lisa Krieg, Grants Planner
City of Norman, Oklahoma
Department of Planning and Community Development
Revitalization Division
P.O. Box 270
Norman, Oklahoma 73070
Tel: (405)366-5332
Fax: (405)366-5379
E-mail: Linda.Price@NormanOK.gov
Lisa.krieg@NormanOK.gov

Contractor:

Mr. Russell Archambault
Vice President and Principal
RKG Associates, Inc.
300 Montgomery Street, Suite 203
Alexandria, VA 22314
Tel: (703) 739-0965
Fax: (703) 739-0979
E-mail: arch@rkgassociates.com

14. Compliance with Laws and Regulations.

The Contractor agrees to comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement, including, but not limited to the provisions for Equal Employment Opportunity and Occupational Health and Safety and regulations regarding any business permits and licenses that may be required.

15. Enforceability.

If any term or condition of this Agreement or its application to any party or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement and its application to other parties and circumstances shall not be affected.

16. Non-waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights with respect to any subsequent breach.

17. Governing Law.

This Agreement shall be governed by the laws of the State of Oklahoma. Jurisdiction over the contract is exclusively in Cleveland County, Oklahoma.

18. Prevailing Party.

Should either party's performance of this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to recover its reasonable and appropriate attorneys' fees (including expert witness fees) and costs.

IN WITNESS WHEREOF, the parties hereof have hereunto set their hands and seals the day and year above written.

WITNESS:

CONTRACTOR:
RKG Associates, Inc.


Lauren M. Callaghan



Russell A. Archambault
Vice President and Principal

CITY OF NORMAN

Approved as to form and legality this 17th day of December, 2017.


City Attorney

Approved by the City of Norman this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

ATTACHMENT A SCOPE OF SERVICES

HOUSING MARKET ANALYSIS

Task 1 Review Background Materials, Documents, Data and Information

Before beginning any formal work tasks, RKG Associates will review relevant materials, planning documents, databases, maps, and any other information relevant to the Norman assignment. A thorough review of such information will establish a research context from which to begin the project. At a minimum, RKG Associates will review the following documents:

- *Comprehensive Land Use Plan*
- *Zoning Ordinance*
- *CIP*

The firm will also review any materials and documentation prepared pursuant to the Center City Vision.

Task 2 Project Kick-off and Mobilization

Immediately upon authorization to proceed, RKG will meet with the City and other designated participations in a project kick-off, mobilization/work plan meeting. The purpose of this meeting is for the client group and the RKG Project Team to discuss and finalize the work program, define the scope of work, confirm the schedule, propose project checkpoints, and otherwise begin the consulting process. Key strategic research questions will be addressed at this time, to include, but not be limited to the following:

- What are the primary objectives for this effort?
- How does the City envision the future housing plan?
- How do the City's policies and programs currently meet (or not meet) the housing needs of Norman residents?
- To what extent do City officials collaborate with University of Oklahoma officials? How can this communication improve?
- What other local organizations/groups are considered to be strategic partners in the development of sustainable housing strategies?
- What are the impacts of new student housing inventory on the housing market dynamic?

As part of the project mobilization, RKG Associates will conduct a visual reconnaissance of the City of Norman with an emphasis on defining neighborhood boundaries and identifying clusters of specific housing types. RKG professionals will also begin conducting stakeholder interviews.

Task 3 Public Outreach

Key Stakeholder Interviews – In addition to a thorough analysis of socio-economic trends and conditions, RKG will conduct a series of key stakeholder interviews. To this end, RKG will conduct

interviews with Planning & Community Development officials, Norman Housing Authority, local developers and real estate professionals, business owners, University of Oklahoma officials, and others as appropriate.

This qualitative information gathering process will supplement the data findings and provide a more holistic perspective of development activity and housing supply and demand factors. Interview topics may include:

- Residential development trends;
 - For-sale housing
 - Rental housing (students and non-students)
 - Current and proposed mixed-use projects
- Perspective on unmet affordable housing needs and gaps in the community;
- Housing modernization;
- Downtown redevelopment;
- Economic development drivers leading to housing growth;
- Existing and future housing needs of specific need groups (e.g., college students, seniors, disabled, etc.);
- Identification of potential development sites;
- Higher educational institution attendance trends and projections; and
- Higher educational institution attendance off-campus housing trends.

Housing Demand-Side Analysis/Focus Groups – To complement the supply-side real estate analysis, RKG will conduct up to two focus group sessions to elicit information on the current demand for residential housing. The focus groups will be a combination of face-to-face and/or webinar formats to ensure maximum participation. In our experience, focus groups have proved more effective than surveys. The purpose of these focus groups will be to ascertain consumer preferences for housing from targeted demand segments which could include, but not be limited to:

- Residential real estate brokers;
- Residential developers;
- Residential property managers;
- University faculty and staff;
- University students;
- Private sector business owners and workers;
- Public safety officials.

Each segment will be evaluated using the following preference criteria:

- Urban or suburban;
- Homeownership or rental;
- Single family detached, townhouse, multi-family;
- Age restricted/retiree and;
- Price point and rent thresholds.

Public Meetings – The first public meeting will be conducted at the approximate midpoint in the work program. At this juncture in the work program, the consultant will present findings to date and elicit feedback from the participants. The final presentation can be conducted as a public meeting as well if the client group deems appropriate.

Task 4 Economic Base Analysis

The economic base analysis will examine the economic growth characteristics of the City and region. The economic base analysis will assess the growth potential for both the institutional and non-institutional sectors of the local economy. The proposed economic base section will include an analysis of the following:

- Employment and industry trends;
- Recent unemployment and civil labor force trends;
- Projected student enrollment;
- Commuting patterns;
- Medical facilities; and,
- Educational facilities.

Task 5 Housing Supply-Side Analysis

An analysis of neighborhood and City-wide residential market conditions is a necessary foundation for a supply and demand analysis. After working with the client group to delineate neighborhood boundaries, RKG Associates will conduct an analysis of the residential real estate supply in the Norman market. This task will include an inventory and analysis of ownership and renter-occupied real estate within the City. The consultants will use property assessment data (when available), along with Census data to inventory all for-sale housing and rental housing. In addition, RKG will differentiate between non-student rental housing and student rental housing where possible. With respect to the latter, RKG will communicate with university officials to create an inventory of off campus student housing options.

The residential markets to be analyzed include:

- Owner occupied housing;
- Renter occupied housing;
- Senior and assisted living;
- Affordable housing;
- Student housing;
- Special needs housing;
- Public and assisted housing;
- Section 8 Voucher and other housing subsidy status;
- Manufactured housing.

In addition, the following residential market characteristics will be analyzed:

- Housing typology;
- Average square feet;
- Value per square foot;
- Percent owner occupied;
- Percent rented;
- Neighborhood amenities;
- Access and circulation;
- Demographics characteristics, and
- Socioeconomics.

Task 6 Housing Demand-Side Analysis

To complement the supply-side real estate analysis, RKG will gather information on the current demand for residential housing. RKG will evaluate various demand indicators, including, but not limited to: building permits, price points, vacancy rates, price, and the number of days properties remain on the market. The consultants will work with City data sources such as the property assessment database as well as primary and secondary data (i.e.: MLS) that are collected during the stakeholder interviews. This effort will provide a detailed analysis of the relative demand for for-sale and rental housing, and for market rate and affordable housing. The analysis will identify the types of residential market demand and will detail the depth of that demand.

RKG will supplement this analysis with an evaluation of demographic trends and projections. This analysis will help develop an understanding of the past, present, and future residential vitality within the City of Norman. RKG will evaluate the following key market groups:

- Workforce/affordable;
- Market rate;
- Retiree;
- Special needs; and
- Student.

Task 7 Checkpoint Meeting and Interim Presentation

At this juncture of the work program, a series of meetings will be conducted in Norman to present findings to date in a PowerPoint® format. These meetings will include:

- *Internal workshop:* This will comprise the first meeting of the series, and would include the presentation of findings and feedback from the client group. Preliminary recommendations will be tested with the client group to ensure their viability and consistency with the City's goals and objectives.
- *Public Meeting:* Findings will be presented to the community at large to elicit feedback, and otherwise encourage public participation in the market analysis process.
- *Stakeholder interviews:* RKG will continue to meet individually or in groups with stakeholders as appropriate.

Task 8 Recommendations

Recommendations will be identified for new construction, preservation/replacement and utilization of existing housing stock where available, that reflect the City's planning goals and objectives. Recommendations may include, but are not limited to:

- Retention/expansion/alteration of existing housing policies;
- Adaptive re-use strategies;
- Mixed use and mixed income developments with a specific focus on the City Center and Griffith Memorial Hospital sites;
- Modification of Comprehensive Plan elements; and
- Expanding opportunities for homeownership at a range of price points.

Task 9 Draft/Final Report and Presentations

The project will culminate with a draft report that details the results of the: (1) demographic/socio-economic findings, (2) housing supply/existing inventory, (3) housing demand analysis, (4) housing affordability and needs assessment, and (5) recommendations. All pertinent graphs, tables, spreadsheets, digital photographs, etc. will be included. An Executive Summary will also be prepared that is suitable for separate and/or wider distribution.

After the client group has reviewed the draft, RKG will incorporate any revisions and suggestions, and will prepare a final presentation in a PowerPoint® format. The final report will be a stand-alone document that will include, as necessary and appropriate, supporting visuals, appendices and other materials that provide the client group with an effective, comprehensive Housing Study.

Prior to submitting final report, RKG Associates will conduct a final work session with the client group to review the findings and recommendations and agree on any needed revisions. The RKG Project Manager will be on hand in Norman to conduct a final presentation to city staff, elected officials, and others, as appropriate.

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Task 10 Overview of Federal, State and Local Fair Housing and Anti-Discrimination Laws

RKG Associates will conduct a review of Federal, State and Local fair housing and anti-discrimination laws. The federal Fair Housing Act prohibits discrimination in housing based on a person's race, color, religion, sex, disability, familial status or national origin. Persons who are protected from discrimination by fair housing laws are referred to as members of the protected classes. This analysis will encompass the following five areas related to fair housing choice:

- The sale or rental of dwellings (public and private),
- The provision of financing assistance for dwellings,
- Public policies and actions affecting the approval of sites and other building requirements used in the approval process for the construction of publicly assisted housing,
- The administrative policies concerning community development and housing activities, which affect opportunities of minority households to select housing inside or outside areas of minority concentration, and where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of noncompliance by the U.S. Department of Housing and Urban Development (HUD) regarding assisted housing in a recipient's jurisdiction, an analysis of the actions which could be taken by the recipient to remedy the discriminatory condition, including actions involving the expenditure of funds made available under 24 CFR Part 570 (i.e., the CDBG program regulations).

Task 11 Demographic and Housing Condition Analysis

RKG Associates will conduct a detailed demographic analysis using the most recently available demographic data regarding population, household, housing, income and employment at the census tract and block group level. The analysis will examine population and household trends from 1970 to 2014, utilizing a combination of U.S. Census, ACS data and other proprietary data sources (e.g., DemographicsNow, ESRI, etc.). Not all data sets will be analyzed from 1970 or at the census block level, but comparisons will be made between 2000 and current year estimates for such characteristics as:

- racial and ethnic composition,
- LMI status,
- racial and ethnic concentrations,
- median household income,
- poverty rates,
- disability status,
- family status, ancestry,
- labor force and protected classes,
- housing inventory by type,
- housing by tenure and structure type,
- homeownership and protected class status
- household size,
- housing costs, and
- housing affordability by racial group,

RKG Associates will prepare GIS-based mapping of key demographic conditions for inclusion in the AI.

Task 12 Records of Housing Discrimination

The Office of Fair Housing and Equal Opportunity (FHEO) at HUD receives complaints from persons regarding alleged violations of the federal Fair Housing Act. RKG will research such complaints for the City of Norman over the past 10-year period. Task 3 will also include a review of complaints submitted to the Oklahoma Office of the Attorney General Office of Civil Rights Enforcement and the Norman Human Rights Commission. The Norman Human Rights Commission is responsible for administering Chapter 7, Civil Rights, of the City Code which declares that all citizens of this community shall have an

opportunity in the job market and the social and economic life of the City, without regard to race, color, religion, ancestry, national origin, age, sex, national origin, age, place of birth, handicap, or familial status. RKG will examine the predominant factors leading to housing-related complaints to these various agencies and commissions.

Task 13 Review of Public Sector Housing and Development Policies

Impediments to fair housing choice are any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status or national origin that restrict housing choices or the availability of housing choices, or any actions, omissions or decisions that have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status or national origin. Policies, practices or procedures that appear neutral on their face but which operate to deny or adversely affect the provision of housing to persons of protected classes constitute such impediments.

An important element of the AI includes an examination of public policy in terms of its impact on housing choice. This task will evaluate public policies in the City to determine opportunities for furthering the expansion of fair housing choice. RKG Associates will examine such things as:

- Policies Governing Investment of Funds for Housing and Community Development (CDBG, HOME, ESP and Others),
 - Project Funding Criteria
 - Geographic Distribution of Funds
 - Affirmative Marketing
- Appointed Boards and Commissions,
- Planning and Zoning Regulations
 - Private Housing Stock
 - Public Housing Stock
- Land Use and Comprehensive Planning
- Public Housing and Voucher Programs
- Property Taxes and Housing Affordability
- Public Transit Accessibility (if applicable)

Task 14 Private Sector Policies and Practices

An analysis of mortgage applications and their outcomes can identify possible discriminatory lending practices and patterns in a community. Home Mortgage Disclosure Act (HMDA) data contains records for all residential loan activity reported by banks pursuant to the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989. Any commercial lending institution that makes five or more home mortgage loans annually must report all residential loan activity to the Federal Reserve Bank, including information on applications denied, withdrawn, or incomplete by race, sex, and income of the applicant. This information is used to determine whether financial institutions are serving the housing needs of their communities. Areas of analysis will include:

- Mortgage application trends,
- Geographic distribution of mortgage approvals by lender,
- Mortgage application denials,
- High cost lending,
- Annual mortgage lending trends by race.
- Real estate advertising, and
- Real estate practices.

Task 15 Impediments to Fair Housing Choice Findings and Recommendations

This task will combine RKG's assessment of the City's fair housing practices, observations about the private sector practices and will identify findings and recommendations to close any gaps that currently exist.

Project Staffing

Mr. Russell A. Archambault, Vice President and Principal will serve as principal-in-charge and oversee all work associated with the project at hand. Mr. Taylor B. Yewell will serve as project manager, will be the Client's primary contact and direct all research and product development.

Project Meetings

RKG Associates will make up to three scheduled trips to the City of Norman in the course of completing this assignment. Each trip will include meetings with the client/project manager, as well as meetings with various real estate, planning, and housing-related agencies, etc. Those meetings will be arranged with the assistance of the City's project manager prior to each visit.