

**PARKING STUDY CONSULTING AGREEMENT  
AMENDMENT NO. 1**

This Amendment to the Parking Study Consulting Agreement is entered into on this \_\_\_\_ day of June, 2017, by and between Cleveland County, Oklahoma (“County”), and the City of Norman (“City”), referred to herein jointly as “Owner”, and Kimley-Horn and Associates (“Consultant”).

**WHEREAS**, the City, jointly with the Cleveland County Industrial Authority, contracted for a parking study with Jacobs Engineering on June 23, 2015 for the development of a parking study update of the Downtown and Campus Corner areas of Norman; and

**WHEREAS**, the County entered into the Cleveland County Parking Authority Study Consulting Agreement with Consultant on November 14, 2016 (the “Agreement”); and

**WHEREAS**, the County, through the Agreement, contracted with the Consultant for the purpose of guiding a process for the developing of a parking management system that would be created for the mutual benefit of the County, its citizens, and other government entities; and

**WHEREAS**, the Parties desire to continue this collaboration that will result in recommendations for parking management organizational structure, staffing and financing levels, and best management practices and performance measures and will enable the Owners to move forward with a plan to address current and future parking needs in the Downtown Norman and Campus Corner areas (the “Project”).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties agree to the following amendments to the Agreement:

1. Parties to the Agreement: Consultant acknowledges the addition of the City as a Party to the Agreement.
2. Scope of Work: Consultant agrees to provide the services set forth in the Scope of Work attached hereto as Exhibit A, which shall supersede Exhibit A to the original Agreement. Any additional services shall be provided as set forth in Exhibit B attached hereto.. Owner agrees to cooperate with Consultant and provide information requested in furtherance of the scope of work in a timely manner.
3. Payment: This cost for the Agreement attached hereto shall not exceed \$90,000. The Parties acknowledge that the Agreement is being funded jointly. City commits to providing fifty percent (50%) of the cost of Tasks 2 and 3, not to exceed \$30,000, in funding for the Agreement. County commits to providing \$60,000 in funding for the agreement. The cost for services provided by the

Consultant shall not exceed \$90,000. Additional services will be performed by Consultant only upon written notices by Owner.

4. Term of the Agreement: The Parties agree that the term of the agreement shall be renewed for an additional fiscal year to allow sufficient time to complete the tasks outlined herein. The Agreement shall terminate on June 30, 2018.
5. All other terms of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, Owners, Consultant and Administrator have executed this Agreement.

**Cleveland County, Oklahoma (County)**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Vice Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

**City of Norman, Oklahoma (City)**

Approved as to form and legality this \_\_\_\_ day of June, 2017.

\_\_\_\_\_  
City Attorney


Approved by the City his \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor Lynne Miller

ATTEST:

\_\_\_\_\_  
City Clerk

**Kimley-Horn and Associates, Inc. (Consultant)**

  
\_\_\_\_\_  
Signature **BRENT m. TTI**

ATTEST:

Title: SR. VICE PRESIDENT

  
\_\_\_\_\_  
Secretary

## EXHIBIT A

### SCOPE OF SERVICES

CONSULTANT agrees to perform the following Scope of Services. The services in this scope include an area generally bounded by Gray Street to the north, South Porter Avenue and Classen Boulevard to the east, Boyd Street to the south, and Lahoma Avenue to the west. Total CONSULTANT fee for the Project is \$90,000.

#### **Task One – Due Diligence (\$30,000)**

Task One includes thorough review of existing data, which recommended the formation of a parking authority but did not provide the details, structure, or mechanisms to do so. This contract builds upon existing data and will describe possible organizational structures and the tools required to create and manage a parking authority.

1. Review existing data including:
  - a. Current parking facilities in the subject study area:
    - i. On-street parking
    - ii. Off-street parking
  - b. Comparative parking rates
2. Limited Parking Supply/Demand Assessment and Data Analysis
  - a. Parking Inventory – Review and update the parking inventory work done by Jacobs. Identify study deficiencies or areas of concern (if any).
  - b. Parking Occupancy Counts – Review and update the parking occupancy work done by Jacobs. Identify study deficiencies or areas of concern (if any).
  - c. Parking Turnover and Duration Study – The Jacobs study only minimally discusses on-street parking. This effort will assess the current on-street parking inventory and occupancy as well as conducting a limited turn-over analysis of up to 20 block faces in the downtown and Campus Corner areas to assess on-street parking turnover. Results will be documented in charts and heat map graphics that show the number of vehicles that are accommodated and hourly turnover by type of space.
  - d. Long-term Use of Short-term Spaces – This effort will evaluate and account for the frequency of time-limit violations and block face violation avoidance patterns by long-term parkers. The results will help provide a better understanding of high violation areas and opportunities to optimize the parking system. Results will illustrate the number of violators or block-face avoidance actions.
  - e. Assessment of combining two lots in Campus Corner, one owned by Orient Express Restaurant and one owned by the Norman Economic Development Coalition, into one parking area or structure (number of spaces that could be created).
  - f. Assessment of up to three additional locations for potential parking garages (Gray Street, Campus Corner, other identified locations). Basic site feasibility criteria could include:

- i. Verify site dimensions and buildable parking ramp footprints
  - ii. Identify site characteristics/constraints and constructability issues/opportunities
  - iii. Identify the amount, configuration, efficiency, etc. of parking that could be accommodated on the sites, including the potential for multi-modal facilities and options for future parking expansion
- g. Development of parking facility conceptual plans to identify potential parking capacities, amount of potential parking that could be developed as a percent of total parking required and preliminary estimates of probable construction costs for each site. This typically includes first level, typical level and roof level plans.
- h. Identify pros and cons relative to the County's and the City's overall vision and goals
  - i. Identify issues related to land acquisition, other potential development opportunities, opportunities for public/private partnerships, etc.
  - j. Provide a site development comparison matrix with appropriate criteria, as approved by the OWNER
  - k. Kimley-Horn will also analyze land use data for the scope area to complement and inform the parking supply/demand assessment. Kimley-Horn will work with City planners to identify parcels within the study area and will use tax parcel assessments to identify actual land uses within the study area.
- 3. Deliverables
  - a. Trip #1: Project Initiation; 1-2 days; 2 persons
  - b. The limited supply/demand assessment includes:
    - i. Updated inventory of parking spaces
    - ii. Review of Jacobs parking occupancy data collection
    - iii. Conduct turnover/duration data collection
    - iv. Review parking duration violations
    - v. Data collection summary document
    - vi. Assess future parking development sites as noted above and develop a presentation to project team/stakeholders

### **Task Two – Stakeholder Consultation & Inventory Assessment (\$20,100)**

- 1. Meet with representatives of the County, the City, the Economic Development Advisory Board, the Campus Corner Merchants Association, the Norman Downtowners Association, and other necessary or recommended agencies (meeting times, places and invitations may be managed by others). The purpose of these meetings will be to:
  - a. Gather information regarding current operations procedures
  - b. Describe common parking program organizational issues
  - c. Describe primary parking system organizational models
  - d. Describe operating methodologies:
    - i. Self-operation
    - ii. Outsourced Operation – Management Agreement
    - iii. Outsourced Operation – Concession Agreement

- e. Gather input regarding attendees' possible issues and concerns
- 2. Assess and inventory all City facilities that impact parking or that may be included in the parking authority to evaluate how these assets are managed and their possible impact on the authority.
- 3. Review plans for a proposed County structured parking facility and assess the rate and demand ramifications of adding a County garage to existing parking facilities.
- 4. Deliverables
  - a. Trip #2: Key Stakeholder Meetings; 1-2 days; 2 persons
  - b. Data Collection Summary Report

### **Task Three – Recommendations Report (\$39,900)**

Task Three will build upon the information provided by the Jacobs Study and the additional data provided by Kimley-Horn to provide a variety of possible organization structures to the OWNER and, ultimately, a recommendation of the parking authority type that will best suit their needs and steps for how to create it.

- 1. Utilizing the information obtained in Task One, prepare draft report of recommended options for a possible joint parking authority for Cleveland County and the City of Norman. Draft report shall include the following:
  - a. Recommended organizational structure for each governance option
  - b. Identify the pros and cons of each recommended structure
  - c. Describe the operational structure for each option including:
    - i. Staffing
    - ii. Equipment/Technology
    - iii. Work Processes and Systems
      - 1. Decision-making structure
      - 2. Reporting relationships
      - 3. Span of control
      - 4. Systems and technology impacting operational efficiency
  - d. Review and evaluate parking rate structure(s)
  - e. Develop a "Parking Investment Plan" to answer the question of "How will potential parking revenues be prioritized and spent?"
    - i. Financial analysis
    - ii. Financing assumptions
  - f. Develop a conceptual cash flow analysis
  - g. Describe probable future parking trends
- 2. Present draft recommendations to County and City for review and comment
- 3. Update draft report including:
  - a. Updates to existing data regarding parking inventory
  - b. Recommendations regarding proposed County garage
  - c. Best Management Practices and Performance Measures
- 4. Present final recommendations to Cleveland County Board of Commissioners and/or Public Facility Authority
- 5. Present final recommendations to Norman City Council and/or Economic Development Advisory Board
- 6. Deliverables
  - a. Draft recommendations report

- b. Final recommendations report including all items listed above
- c. *Parking Management Best Practices* by Kimley-Horn
- d. Parking Management Benchmarks and Performance Metrics
  - i. A set of customized performance metrics specifically designed to track and improve the Authority's parking program performance over time and provide the basis for continuous quality improvement.
- e. "Best-in-Class"/Peer Government Review
  - i. An extensive review of effective organizational development strategies and "best in class" peer parking programs (similar in size, demographics and livability to Cleveland County and the City of Norman) will be conducted as part of the organizational assessment. Industry best practices in organizational structure, staffing levels and professional development.
- f. Introduce the parties to the International Parking Institute's "Accredited Parking Organization" or "APO." This program will provide the OWNER with an objective standard related to parking system scope and program elements.
- g. Develop a draft ordinance to create a Parking Authority or similar model based on the outcome of the analysis
- h. Provide the parties with a detailed and recommended parking administrator position description
- i. Develop a detailed program implementation timeline
- j. Trip #3: Draft Report Presentation; 2-3 days; 2 persons
- k. Ten hard copies and three electronic copies (pdf format) of all documents and presentations.

#### **Information Provided by OWNER**

CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the County or the City's consultants or representatives, which includes the total number of parking spaces per garage.

#### **Schedule**

Kimley-Horn will provide our services as expeditiously as practicable to meet an agreed upon schedule.

#### **Expenses (Expenses \$12,150.00)**

Kimley-Horn will perform the services described above for a total lump sum fee of \$90,000, including expenses and copies. Expenses are estimated at \$12,150.00 and are proportionately included in each Task.. All permitting, application, and similar project fees will be paid directly by the OWNER.

#### **Additional Services**

Additional Services will be performed by CONSULTANT upon written notice by the OWNER either at a fixed fee mutually agreeable to the OWNER and CONSULTANT, or at the hourly rates listed in **Exhibit B**. See **Exhibit B** for Hourly and Daily Billing rates.

**EXHIBIT B**

**Additional Services**

CONSULTANT shall perform additional services only upon written notice to proceed from OWNER.

Additional Services may include the following:

1. Other services as directed in writing by OWNER.

Additional services will be provided either at a fixed fee mutually agreeable to OWNER and CONSULTANT or at the hourly rates listed below.

**Kimley-Horn and Associates, Inc.**  
**Standard Rate Schedule**  
(Hourly Rate)

Senior Professional I.....	\$230 - \$250
Senior Professional II .....	\$190 - \$240
Professional .....	\$150 - 205
Analyst.....	\$145- \$165
Designer.....	\$170 - 180
Technical Support.....	\$65 - \$160
Clerical/Administrative Support.....	\$70 - \$125

The above rates shall remain in effect for one year from the effective date of the Agreement.