

**Agreement Between
CITY OF NORMAN, OKLAHOMA
and
Clarion Associates, Inc.
for Professional Planning Services**

This Agreement, made and entered into this 24th day of March, 2026 (Effective Date), by and between the City of Norman, a municipal corporation ("CITY" or "CLIENT") and Clarion Associates, LLC, a Colorado limited liability company registered to do business in the State of Oklahoma ("CLARION").

RECITALS

WHEREAS CLIENT requires professional planning services in order to develop and draft an updated Development Code for the City of Norman, including a new Zoning Code, updated Subdivision Regulations and other related provisions requiring evaluation/audit/diagnosis/mapping services; and also to conduct a Parking Study, including inventory/analysis/recommendation services, all as more fully described in this Agreement and as set forth in the attached Scope of Services, as outlined herein (hereinafter referred to as "Project Services"); and

WHEREAS, CLARION, itself and through its identified subcontractors, has offered to provide the Project Services defined herein;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. Term of Agreement. This Agreement shall cover services rendered beginning March 25, 2026.

2. CLARION's Services. CLARION, itself and through its subcontractors, agrees to provide services described in **Attachment A**, which is attached hereto and incorporated by reference into this Agreement.

2.1 CLARION an Independent Contractor. The parties agree that CLARION shall act and be an independent contractor and not an employee of the CLIENT, and shall obtain no rights to any employee benefits which accrue to CLIENT's employees. All services performed pursuant to this Agreement shall be performed by CLARION as an independent contractor. CLARION shall not have the power to bind or obligate the CLIENT except as set forth in this Agreement or as otherwise approved by the CLIENT in writing.

2.2 CLARION Personnel and Subcontractors. CLARION has been selected pursuant to a Request for Proposals process wherein CLARION proposed its provision of the Project Services with a team composed of direct and indirect subcontractors (the "RFP Subcontractors"), and as may be further described in Attachment A. The RFP Subcontractors are identified in CLARION's August 22, 2025 response to the RFP (CLARION RFP Response) shall not be made a party to this Agreement, and take no rights hereunder; however, the RFP Subcontractors' involvement in the project is a material term to this Agreement. CLARION may not remove, replace or substitute any RFP Subcontractor with another subcontractor without the City's express and written consent. Any other or additional contractors, consultants or subcontractors from whom CLARION may wish to receive services as part of its performance of the Project Services, other than an RFP Subcontractors, shall be selected by CLARION in consultation with the CLIENT. Additionally, the team identified in CLARION's RFP Response was a material factor in CLARION's selection for this Project, and CLARION will work in consultation with the CLIENT regarding any proposed team member substitutions, additions or removals. CLARION shall be solely responsible for the payment of wages, salaries, fringe benefits and other compensation of, or claimed by, CLARION's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes. CLARION shall be further be solely responsible for the payment of compensation claimed by its subcontractors in the performance of Project Services.

2.3 Additional Services and Reimbursables. Attachments A through C shall identify Project Services, Additional Services and Reimbursables. If, during the progress or upon completion of the Project Services, it is desirable or necessary to the CLIENT, CLARION may perform Additional Services. Any Reimbursables shall be submitted by CLARION only as outlined in the referenced Attachments, and shall not exceed the amounts set forth therein. To the extent the parties mutually agree to the provision of Additional Services or inclusion of Reimbursables not outlined in the referenced Attachments, any such further agreement shall be set forth in writing as an amendment to this contract, and shall approved and executed by both parties. Additional Services shall not be performed by CLARION, or any of its personnel or subcontractors, except upon written direction of the CLIENT.

2.4 Professional Responsibility. CLARION shall endeavor at all times to deliver the Project Services in a professional, effective, and timely manner pursuant to this Agreement and at all times provide the level of skill, care, and diligence in the performance of the Project Services hereunder in accordance with those customarily accepted in the respective profession(s). If CLARION or its subcontractors, including the RFP Subcontractors, fail to meet the foregoing standard, CLARION will perform at its own cost, and without reimbursement from the CLIENT, the professional services necessary to correct errors and omissions that are caused by this failure.

2.5 Schedule. CLARION's services shall be performed as expeditiously as is consistent with its professional skill and the Standard of Care stated herein, and according to the Schedule set forth in **Attachment B**.

2.6 Safety. In the performance of the Project Services, CLARION shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes that are in effect at the time of this agreement.

3. Compensation. Excepting any Additional Services provided as set forth in Paragraph 2.3 or Reimbursables, CLARION's compensation for Project Services shall be in an amount not to exceed \$480,335.00 as outlined in **Attachment C**, attached hereto and incorporated by reference into this Agreement, which includes certain Additional Services and Reimbursables.

3.1 Reimbursable Expenses. All travel, printing/duplication, and additional meeting costs will be billed to the CLIENT at cost not to exceed those amounts set forth in Attachment C.

3.2 Deliverables. CLARION and its subcontractors shall provide deliverables identified in Attachment A. All deliverable documents or reports will be provided in digital format in Microsoft Word, Excel, or PowerPoint, or in Adobe InDesign or Illustrator. Maps will be provided in GIS format. If requested by the project manager, CLARION will provide up to 10 hard copies of the final Development Code and/or Parking Study.

General Deliverables

Products produced as part of the Development Code and Parking Study process, including but not limited to GIS layers, studies, documents, drawing, etc., created specifically for this project and based on the City of Norman shall be the property of the City. Original files, including GIS mapping, Photoshop, illustrations, and renderings shall be provided to the City in totality, both digitally and via a secure device, such as a USB, to ensure integrity of the files.

3.3 Payment Terms. Payment for services shall be made per monthly invoices for services performed within 30 days of receipt of invoice. Upon written notice to CLARION, the CLIENT shall have the right to withhold payment to CLARION for any work not substantially completed as outlined in the scope until such time as CLARION completes such work. For Additional Services not already set by this Agreement, and for any extra public meeting attendance, payment by CLIENT shall be based on hourly rates included in Attachment C.

4. CLIENT Responsibilities.

4.1 Access to Work. The CLIENT shall make best efforts to arrange access to and make provisions for CLARION and its personnel, contractors or sub-contractors to enter upon public and private lands as required to perform such work as inventories, field surveys, and inspections in the development of the Project.

4.2 Records, Files, and Previous Planning Efforts. CLIENT agrees to provide CLARION with all information, surveys, reports, CAD files, and professional recommendations and any other related items reasonably requested by CLARION in order to provide its professional services to the extent CLIENT is legally permitted to do so. CLARION may rely on the accuracy

and completeness of these items. CLIENT agrees to provide such items and to render decisions in a timely manner so as not to unduly delay the orderly and sequential progress of CLARION's services.

4.3 Mapping. The CLIENT will provide all land use data in a GIS format. The collection of this necessary data through a land use inventory conducted by CLARION will constitute additional services beyond the scope of work identified in Attachment A. The CLIENT will assist CLARION in obtaining all available electronic maps in a form reasonably usable by CLARION, including recent plats and other changes since the completion of the community comprehensive plans.

4.4 Consideration of CLARION's Work. The CLIENT shall give thorough consideration to all reports, drawings, and other documents presented for review by CLARION and shall inform CLARION of all decisions in a reasonably timely manner avoid undue delays.

4.5 Working Group Involvement. The CLIENT shall identify a working group for participation program of the planning processes outlined in Attachment A.

4.6 Meetings. The CLIENT shall provide logistical support for all meetings, including arranging for meeting places and required public notifications. The CLIENT shall be responsible for any costs associated with required public meetings, public notices, and other meetings associated with the Project, excluding any items included within the scope outlined in Attachment A. CLARION agrees to attend public meetings in Norman, OK as identified in Attachment A.

4.7 CLIENT's Representative. The CLIENT's representative, the Director of Planning and Community Development, and their designee the Planning Services Manager, or such other person as designated by the CLIENT, shall be responsible for communications regarding the CLIENT's portion of the Project management.

5. Insurance Requirements. During the term of this Agreement, CLARION shall maintain, and where work is subcontracted or sublet, CLARION shall ensure all subcontractors (including the RFP Subcontractors) maintain, at a minimum, the following insurances:

5.1 General Liability. Commercial general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 annual aggregate, which provides coverage for claims for claims arising from personal injury, bodily injury and property damage.

5.2 Automobile Liability. Automobile liability coverage for non-owned and hired autos, in the amount of \$1,000,000.00 per occurrence which protects CLARION/subcontractors from claims for bodily injury and property damage.

5.3 Workers' Compensation Insurance. Workers' Compensation Insurance as required by all applicable State statutes, for all of their respective employees, and in case any

work is sublet, CLARION shall require any subcontractors to provide Workers' in compliance with Oklahoma law.

5.4 Professional Liability. CLARION and its contractors and subcontractors shall maintain insurance protection from damages arising from its professional acts, errors and omissions in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate.

5.5 Additional Terms. The CLIENT shall be listed as an additional insured as respects the General Liability and Automobile Liability policies required herein. CLARION hereby indemnifies the CLIENT for any damage resulting to it from failure of either CLARION or any of its contractors or subcontractors to obtain and maintain such insurance according to the terms of this agreement. Prior to commencing services, and on an annual basis thereafter, CLARION shall, if requested, provide CLIENT with certificates of insurance establishing and attesting to the existence of the insurance coverage required by this Agreement. Such certificates shall provide that no coverage shall be cancelled without 10 days written notice to CLIENT. In the event CLARION does not obtain or maintain the coverage required by this Agreement, CLIENT may, at its option, immediately terminate this Agreement.

6. Termination. Either party may terminate this Agreement at any time, with or without cause, by giving ten (10) calendar days' notice to the other party in writing. In the event of termination, all finished or unfinished reports, or other material prepared by CLARION pursuant to this Agreement, shall be provided to the CLIENT. Upon termination the CLIENT shall pay CLARION for all undisputed services rendered and costs incurred up through the termination date for any substantially complete work on the project prior to the date of termination. The CLIENT shall have all remedies available at law in pursuing recover relating to any breach of this Contract by CLARION.

7. Indemnification. To the extent allowed by law, including the Constitution of the State of Oklahoma, CLIENT and CLARION agree to indemnify, and hold each other harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, arising out of the Project and/or this Agreement, to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by that party's negligent errors or omissions arising during performance of this Agreement.

8. Ownership of Work Product. Upon receipt of valid payment, all documents and materials prepared pursuant to this Agreement are the property of the CLIENT, although CLARION may retain physical possession of them for the convenience of the CLIENT. CLIENT shall have the unrestricted authority publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this agreement. Unless, otherwise specified in writing by the CLIENT. CLARION may presume that any document delivered to the CLIENT is

a public document. To the extent allowed under applicable law, CLIENT shall indemnify and hold harmless CLARION and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables by an authorized third party consultant of the CLIENT for any other project.

9. Disputes and Mediation. In the event of a dispute between the CLIENT, or either of them, and CLARION 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 in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. CLIENT and CLARION agree that any Party initiating a claim relating to the services provided by this agreement shall be entitled, but not obligated in all cases, to demand mediation of the claim before pursuing any other types of relief or litigation. The mediation shall be conducted by a third party mediator acceptable to the parties located in the Norman or Oklahoma City areas. The aggrieved party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Excepting particular or unusual circumstances or other agreements between the parties, mediation fees shall generally be shared equally.

10. Notices. All notices here under shall be given in writing and mailed postage prepaid, addressed as follows:

A. To CLIENT:

(All Notices sent to ALL listed persons)

Jane Hudson
Director of Planning and Community Development
Lora Hoggatt
Planning Services Manager
Development Center
225 N. Webster Ave
Norman, OK 73069

Scott Sturtz
Public Works Director
Development Center
225 N. Webster Ave.
Norman, OK 73069

Ricky J. Knighton
City Attorney
201 W. Gray
Norman, OK 73069

B. To CLARION:

Clarion Associates, LLC
Attn: Elizabeth Garvin, Esq., AICP
1630 Welton St., Suite 1000C
Denver, CO 80202
egarvin@clarionassociates.com

Gabby Hart, AICP
1630 Welton St., Suite 1000C
Denver, CO 80202
ghart@clarionassociates.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the CLIENT and CLARION.

11. Public and Media Relations. CLARION shall be permitted to identify CLIENT as a customer, to use CLIENT's name in connection with proposals to prospective customers, to reference CLIENT on the CLARION website and to otherwise refer to CLIENT in print or electronic form for marketing, publicity or reference purposes. However, CLARION shall not publish CLIENT's confidential or proprietary information, including where the CLIENT has previously advised CLARION in writing of the specific information considered by CLIENT to be confidential or proprietary. CLARION shall coordinate all publicity efforts relating to the work covered in this Agreement with CLIENT and shall include in all such communications the City's Chief Communications Officer, as available. Each party agrees to assist the other party in seeking to promote the work completed under this Agreement and to mention the other party in press and promotional materials. CLIENT agrees to credit and reference CLARION in all material (print or electronic) relating to the work covered in this Agreement and to seek prior written approval for content that makes reference to CLARION beyond simple mention.

12. Grant Funding Certifications. CLARION shall herein certify awareness of and compliance with all known federal, state, and local laws, ordinances, and regulations applicable to the Project Services. CLARION shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. To the extent a change in applicable law materially alters the services provided by CLARION hereunder, CLARION shall submit a proposal for Additional Services allowing CLARION's compliance with said change in law. CLARION acknowledges receiving a copy of the Notice of Funding Opportunity (NOFO) particularly applicable to the Pathways to Removing Obstacles to Housing (PRO Housing) grant program under which the CLIENT is a grant funding recipient, pursuant to which CLARION further certifies as follows:

12.1 No Conflict of Interest. CLARION covenants that no officers or employees of any governing board of CLARION, nor of any subcontractor hired by CLARION for the Project Work, have any interest, direct or indirect, and that none shall acquire any such interest during their tenure or for one year thereafter that would conflict with the full and complete execution of this contract. CLARION further covenants that in the performance of this contract no person having

any such interest will be employed by CLARION or any of its subcontractors for the Project Services. CLARION further certifies that it, and any of its subcontractors for the Project Services, have made no payment, given, donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, money or any other thing of value to obtain the award of this contract.

12.2 Duplicative Services. CLARION will not perform duplicative services under this contract and shall proactively engage in discussions with the City of Norman regarding the potential for any duplication of services or costs in order to avoid said duplication.

12.3 Responsible Contractor. CLARION is a responsible contractor, and it and its chosen subcontractors for the Project Services possess the ability perform successfully under the terms and conditions of this contract.

12.4 Disadvantaged Businesses. CLARION recognizes a duty, when possible, to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for use in providing the Project Services under this contract.

12.5 Compliance with Federal Laws. To the extent applicable to the Project Services, CLARION agrees to comply with applicable federal laws, including the Build America, Buy America (BABA) Act, 41 USC § 8301, and further set forth in 2 CFR part 184; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962, and further addressed in 40 CFR part 247; Executive Order 14057, section 101, Policy; federal waste fraud, abuse and whistleblower protections pursuant to 41 U.S.C. § 4712; the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), as supplemented by 29 SCR Part 5; the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor Regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and applicable standards, order or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended; and the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12.6 Equal Employment, Non-Discrimination and Non-Abridgement. CLARION affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity and expression, marital status or familial status, including marriage to a person of the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status, including receipt of public assistance, and shall not discriminate or abridge any rights on the basis thereof. CLARION further certifies compliance with applicable federal laws relating to equal employment opportunity, non-discrimination and non-abridgement.

12.7 Debarment and Suspension. CLARION is not listed on the government

exclusions in the System for Award Management (SAM), in accordance with the OMB Guidelines at 2 CFV 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 235), "Debarment and Suspension."

13. General Contract Terms.

13.1 Waiver. A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

13.2 Force Majeure. No Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of terrorism, riot, labor condition) that was beyond the Party's reasonable control.

13.3 Assignments. No Party shall assign any rights or duties under this Agreement without the prior written consent of the other Party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent CLARION from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services. Each Party binds itself and its successors and assigns to all provisions of this Agreement.

13.4 No Third Party Rights. The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

13.5 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 invalid, illegal or unenforceable 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 invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

13.6 Changes to this Agreement. Except as provided herein, this Agreement may be modified only by a written agreement executed by CLIENT and CLARION.

13.7 Governing Law, Situs and Forum. The parties agree that the situs of the Project subject to this Agreement is Norman, Cleveland County, State of Oklahoma. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oklahoma and any action shall be properly brought in the Oklahoma District Court in and for Cleveland County or the United States District Court for the Western District of Oklahoma.

13.8 Entire Agreement. This Agreement, and its Attachments A, B and C incorporated by this reference, represents the entire and integrated agreement between CLIENT and CLARION and supersedes all prior negotiations, statements or agreements, either written or oral. There are no conditions, agreements or representations between the parties except as expressed herein. Nothing in this Agreement shall be construed as creating a contractual relationship for the benefit of any third party.

13.9 Authority. Each Party represents to the other Party that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. CLARION represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon CLARION.

13.10 Covenant Against Contingent Fees. CLARION warrants that CLARION has not employed or retained any company or person, other than a bona fide employee working for CLARION, to solicit or secure this Agreement, and that CLARION has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CLIENT shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13.11 Acknowledgement. If CLARION has 10 or more full-time employees during the term of this Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, CLARION hereby represents, warrants, covenants to the OWNER that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

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IN WITNESS WHEREOF, CLARION and the CLIENT have executed this Agreement as of the Effective Date.

CLARION ASSOCIATES, LLC (CLARION):

BY:

Elizabeth Garvin

Elizabeth Garvin, Director

ATTEST:






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Final Audit Report

2026-03-18

| | |
|-----------------|--|
| Created: | 2026-03-18 |
| By: | Lora Hoggatt (lora.hoggatt@normanok.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAQgLMkSGIjDVnrtiqCXuV6b-Y3t025aLd |

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-  Document created by Lora Hoggatt (lora.hoggatt@normanok.gov)
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-  Document e-signed by Elizabeth Garvin (egarvin@clarionassociates.com)
Signature Date: 2026-03-18 - 8:42:42 PM GMT - Time Source: server
-  Agreement completed.
2026-03-18 - 8:42:42 PM GMT

CITY OF NORMAN, OKLAHOMA (CITY):

BY:

Stephen Tyler Holman, Mayor

ATTEST:

Jamie Meyer, Interim City Clerk

Approved as to legality and form this 18 day of March, 2026.


City Attorney's Office