

AMENDMENT NO. 1 TO CONTRACT NO. K-1920-32

This Amendment No. 1 to Contract No. K-1920-32 is made and entered into this 10th day of December, 2019, by and between the Board of Regents of the University of Oklahoma (University) and the City of Norman, Oklahoma, a municipal corporation (City).

WITNESSETH:

WHEREAS, on July 30, 2019, University and City entered into a Lease Agreement providing for the City's lease of University property through December 31, 2019, for the purpose of the City providing public transportation services;

WHEREAS, University and City desire to extend the term of this lease agreement through the fiscal year; and

WHEREAS, University and City anticipate that the business and operational needs of both parties may change over time, and the parties anticipate that the specific office space being leased by City may need to be amended in the future by written mutual agreement of both parties.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and promises herein set forth, the parties do hereby covenant and agree to reaffirm all provisions of Contract No. K-1920-32, including Appendices A and B, except as amended or supplemented as follows:

1. Description of Leased Property.

1.1 Lessor leases to Lessee, and Lessee rents and takes from Lessor 381 feet of office space (marked as Room 117 on Appendix A) at 510 Chesapeake Street, as more particularly described in the floor plan of the premises in Appendix A, attached hereto and incorporated herein ("Premises") (known as the OU Transportation Operations Center). In addition, Lessee shall have the option to lease 194 feet of office space (marked as Room 148 in Appendix A) as well as two work bays, including the use of affixed and large equipment, of warehouse/garage space. Lessee acknowledges warehouse/garage space leased will be dedicated to Lessee but non-exclusive, it being the intention of the parties that Lessee and Lessor will both occupy the space in furtherance of their respective interests. Finally, after October 1, 2019, or on a subsequent date no later than October 15, 2019, if agreed upon by Lessor and Lessee, Lessee shall have the option to lease an additional 545 of office space (marked as Rooms 127 and 127A in Appendix A) on the Premises.

Lessor and Lessee acknowledge and agree that business and operational needs may change and that the amount of office space leased as well as the specific office space leased and occupied by Lessee may be amended by written mutual agreement of the parties, which shall include agreement to an amended Appendix A. The City Manager and/or his designee is hereby authorized to negotiate and execute any amended amount and/or itemization of office space and any corresponding amended Appendix A on behalf of Lessee.

2. Term and Termination.

2.1 The term of the Lease shall begin August 5, 2019, and end ~~December 31, 2019,~~ June 30, 2020, unless the Lease is otherwise terminated as allowed herein.

3. Rent.

Lessee agrees to pay Lessor as rent for the office space portion of the Premises (Office Rent) at the rate of one dollar and thirty-five cents (\$1.35) per square foot of office space ~~the amount of five hundred fourteen dollars and thirty five cents (\$514.35) per month.~~

Lessee further agrees to pay Lessor, only if exercising the option to use warehouse/garage space as set forth in Item 1, for use of the warehouse/garage portion of the premises (Warehouse Rent) the amount of five thousand four hundred dollars (\$5,400.00) per month. ~~Additional office space is available at the rate of one dollar and thirty five cents (\$1.35) per square foot per month.~~ Lessee further agrees to pay lessor one hundred dollars (\$100.00) for each Fleet vehicle parking space to be reserved for Lessee's use. The number of parking spaces to be reserved shall be mutually agreed by the parties in writing, and may be modified as needed. University will provide dedicated employee and guest parking for City's employees, agents, contractors, and guests at no additional costs to City. City acknowledges that other parking is unauthorized and shall be subject to University parking enforcement protocol.

Office Rent and Warehouse Rent (cumulatively, "Rent") for any partial months shall be prorated at a daily rate. Rent shall be due within forty-five (45) days of receipt of an invoice from the Lessor.

9. Liability and Insurance.

9.1 The parties agree that each will be responsible for their own acts and omissions subject to the provisions and limitations of the Oklahoma Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.* Lessor shall not hold Lessee responsible for reconstruction costs due to fire (unless caused by Lessee), flood, or natural catastrophes. Lessee may terminate the lease upon catastrophic damage but may not hold the Lessor responsible for any loss of income due to the loss of space. Lessee shall be responsible for damages caused by Lessee's employees, agents, contractors, and invitees. In the event of damages caused by any third-party operator of Lessee, Lessor shall notify Lessee of such claim in writing, and Lessee will forward to said third-party operator. If requested by Lessee, Lessor shall submit a formal claim to such third-party operator. Lessor shall be responsible for damages caused by any third-party operator only if Lessor has exhausted other direct claims for damages or other remedies and such damages have not otherwise been satisfied.

9.2 Lessee recognizes that Lessor is self-insured through the State of Oklahoma Department of Risk Management in accordance with the Oklahoma Governmental Tort Claims Act. Lessor shall not be responsible for any equipment of Lessee located in the Premises or used in connection with the operations conducted therein. Lessee shall obtain a general liability insurance policy covering the potential property damage caused to the subject property by Lessee or its third-party contractors.

11. Assignment or Sublet.

Lessee shall not assign or in any manner transfer this Lease or any interest therein without the prior written approval of Lessor. Lessor may, in its own discretion, refuse to allow any assignment or subletting of the space. Notwithstanding the foregoing, the parties acknowledge it is Lessee's intention to contract with a third party (Embark) to provide certain services essential to public transit operations and agree that Embark staff are permitted to use the facility subject to the terms of this Lease and the Facility Sharing Agreement. Lessor acknowledges and agrees that Lessee may contract with additional third party vendors to provide certain services essential to public transit operations, subject to the prior written approval of Lessor. University of Oklahoma Parking and Transportation Director is hereby authorized to execute such written approval of additional third party vendors.

All other provisions of Contract No. K-1920-32, including Appendices A and B, except for those specifically listed above, shall remain in full force and effect.

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IN WITNESS THEREOF, this agreement is entered into the 10th day of December, 2019.

**BOARD OF REGENTS OF
THE UNIVERSITY OF OKLAHOMA**

CITY OF NORMAN, OKLAHOMA

E. W. Conrad
Eric Conrad
Vice President for Operations

[Signature]
Mayor Pro Tem



Attest: [Signature]
Deputy City Clerk

APPROVED as to form and legality this 10th day of December, 2019.

Kristina L. Bell
Kristina L. Bell, Assistant City Attorney