

**AMENDMENT # 3 TO AGREEMENT FOR UNIVERSITY SAFERIDE PROGRAM
OPERATING THROUGH CITY MICROTRANSIT SERVICE**

The Board of Regents of the University of Oklahoma (herein referred to as "University"), and the City of Norman (herein referred to as "City"), a municipal corporation (together with University referred to as "Parties"), have entered into that certain agreement titled AGREEMENT FOR UNIVERSITY SAFERIDE PROGRAM OPERATING THROUGH CITY MICROTRANSIT SERVICE dated August 8, 2023, and modified by Amendment #1 dated April 23, 2024, and by Amendment #2 dated July 9, 2024 (together, the "Agreement"). Upon execution of this Amendment # 3 (the "Amendment"), the Parties agree to modify the Agreement as follows:

I. **Amendment.** Section I. Definitions is modified to read as follows:

F. "Price" shall be the monthly operating cost paid by the University for the microtransit service as shown in Exhibit C, for a total cost not to exceed \$373,707.56.

II. **Amendment.** Subsection (a) of Section IV. Termination and Default is modified to read as follows:

(a) This agreement shall be effective through June 30, 2026 when it shall terminate automatically, however if either party feels the other is in default of its obligations under this contract, then written notice shall be provided allowing the other party thirty (30) calendar days to correct, if after thirty (30) calendar days the issue has not been resolved then the complaining party may send notice of termination effective thirty (30) calendar days after the notice of termination is received by the party alleged to be in default.

III. **Amendment.** "Exhibit B - Hours of Operation" of the Agreement is modified to read as follows:

Microtransit service shall be provided from 7:00pm-1:00am, Monday through Friday, and 10:00am-6:00pm on Sunday's during the agreement. From August 21, 2023 through May 11, 2024; August 21, 2024 through May 15, 2025; and August 21, 2025 through May 18, 2026 the microtransit service will be extended to meet the University's historical SafeRide operating hours, extending the service hours to end at 3am on Thursdays, Fridays, and Saturdays. During SafeRide operation hours (10pm-3am), students will receive free (at no personal cost) transportation.

In addition, from May 12, 2024 through August 21, 2024; May 16, 2025 and August 20, 2025; and May 18, 2026 and June 30, 2026 the microtransit service will provide SafeRide operations on Thursday, Fridays, and Saturdays from 10:00pm-1:00am and students will receive free (at no personal cost) transportation.

The following holidays will not have microtransit service:

Memorial Day
Labor Day

- IV. **Amendment.** “Exhibit C - Price” of the Agreement is modified by replacing the table therein with the following table:

Contract/Amendment	Contract Periods	Total Cost Paid by University	Monthly Cost Paid by University
K-2324-50	8/21/2023 through 5/11/2024	121,130.20	13,459.80
K-2324-50 Amend. #2	8/19/2024 through 5/10/2025	121,130.20	13459.80
K-2324-50 Amend. #3	8/21/2025 through 5/18/2026	131,447.16	14,605.24
Total Not-to-Exceed		373,707.56	

- V. **Conflicts, Use of Terms, Governing Law.** Capitalized terms used but not defined herein have the meanings set forth in the Agreement. Except as expressly provided herein, the terms and conditions of the Agreement remain unchanged. This Amendment #3 will be governed by the same law as the Agreement and is effective as of July 7th, 2025.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, THE CITY OF NORMAN and Board of REGENTS OF THE UNIVERSITY OF OKLAHOMA have executed this Amendment #3 of the Agreement.

DATED this 7 day of July, 2025.

The City of Norman
(CITY)

Regents of The University of Oklahoma
(UNIVERSITY)

Signature _____

Signature Kimberly Helton

Name _____

Name KimBERELY Helton

Title _____

Title Assistant Director of Procurement

Date _____

Date 7/7/25

Attest:

City Clerk

APPROVED as to form and legality this ____ day of _____, 2025.

CITY ATTORNEY

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF CLEVELAND)

This instrument was acknowledged before me on this 7th day of July, 2025, by Kimberly Helton, on behalf of the University of Oklahoma.

Tammie Barnes
Notary Public

My Commission Expires: 10/26/27
My Commission Number: 23014302

