

**AMENDMENT # 2 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 to the Exhibit A – Zone and Exhibit B – Hours of Operation (together, the "Agreement"). Upon execution of this Amendment # 2 (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, \$13,459.80, paid by the University to expand the microtransit service from August 2023 through August 20, 2025 for a total cost of \$242,260.40 as shown in Exhibit C.

II. **Amendment.** Section IV. Termination and Default is modified to read as follows:

- (a) This agreement shall be effective through August 20, 2025 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.** Section VI. Notices is modified to read as follows:

Copy to:

Anthony Purinton
Assistant City Attorney
201 West Gray
P.O. Box 370
Norman, OK 73070
Anthony.Purinton@NormanOK.gov

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

- a. 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 and August 19, 2024 through May 10, 2025 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 and May 15, 2025 and August 9, 2025 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
Independence Day

- 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 #2 will be governed by the same law as the Agreement and is effective as of July 9th, 2024.

IN WITNESS WHEREOF, THE CITY OF NORMAN and Board of REGENTS OF THE UNIVERSITY OF OKLAHOMA have executed this Amendment #2 of the Agreement.

DATED this __this day of _____, 2024.

The City of Norman
(CITY)

Signature _____

Name _____

Title _____

Date _____

Attest:

City Clerk

Board of Regents of The University of Oklahoma
(UNIVERSITY)

Signature Kimberly Helton

Name Kimberely Helton

Title Assistant Director of Procurement

Date 6/28/2024

APPROVED as to form and legality this 3rd day of July, 2024.

[Signature]
CITY ATTORNEY