

AMENDMENT NO. 1 TO **PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT No. 1 to Professional Services Agreement (“Amendment No. 1”) amends the Professional Services Agreement (“Agreement”) that was made and entered into on the 5th day of July 2023, by and between The City of Oklahoma City (“The City”) and the Britton Business District, Inc., an Oklahoma private nonprofit corporation (“Britton District”).

WHEREAS, Britton District has a Professional Services Agreement with the City approved by Council on July 5, 2023 in the amount of Eighteen Thousand Dollars (\$18,000) to foster economic development within the municipal boundaries of Oklahoma City in the area W. Britton Road from I-235 on the east to Hefner Parkway on the west, and between W. Hefner Road and W. Wilshire Avenue; and

WHEREAS, due to limitations within the organization’s staff resources this year as well as the commencement of construction for the district’s street improvement project, the City and Britton District desire to reduce the contract amount from \$18,000 to \$13,000 with an amended Scope of Work for the terms of the Agreement in this Amendment; and

WHEREAS, The City desires the amendment in order for Britton District to complete the deliverables in accordance with the amended Scope of Work included herein as “**Attachment A**”.

NOW THEREFORE, in consideration of the covenants and agreements contained in the Agreement and hereinafter set forth, it is mutually agreed by the Parties that the Agreement is amended as follows:

SECTION 4. COMPENSATION

The Contractor will only be compensated for the Scope of Work and Program Services to be provided to the City under this Agreement. For convenience of administration only, the compensation paid to the Contractor may include certain authorized business expenses related to the Scope of Work and Program Services to be provided. The compensation will be made based on the following criteria:

- A. Evidence of Matching Funds Required. Contractor shall provide evidence of having raised private funds to match the City’s agreed compensation. To implement this

requirement, the City's reimbursement will be for ~~10~~ **9 percent** of eligible expenses incurred and approved for payment, which equates to a minimum match of ~~90~~ **91 percent** of eligible expenses from Contractor for the contract year.

- B. Compensation for Scope of Work and Program Services. Under the terms of this Agreement, Contractor agrees to perform the work described in the Scope of Work and Program Services and to provide the Reports and other materials required herein. The City agrees, upon the submission of a proper claim, to compensate the Contractor in an amount not to exceed ~~\$18,000~~ **\$13,000** for the work and services performed.

APPROVED by **The Britton Business District, Inc.**, this **16** day of **MAY**, 2024.

The Britton Business District, Inc.

By: *Nick Hampson*

NICK HAMPSON - PRESIDENT

(Print name and Title of Person who Signed)

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IN WITNESS WHEREOF, this Amendment No. 1 to Professional Services Agreement was approved and executed by the City Council and executed by the Mayor of The City of Oklahoma City this 4TH day of JUNE, 2024.

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

[Signature]

Assistant Municipal Counselor

	THE BRITTON BUSINESS DISTRICT, INC.	
	FY24 July 2023 - June 2024	
	AMENDED Scope of Work \$20,000 \$14,300	
	City Contract: \$18,000 \$13,000 District Match \$2,000 \$1,300	
	Actions and Measurements	Due
	Organization / Governance	
1	Continue to build a strong Board and engage in Center for Non-Profit Training	Q1-Q4
2	Employ a PT District Coordinator to manage operations and undertake grantwriting.	Q1-Q4
3	Ensure monthly and annual administrative tasks are completed on time and within budget (invoicing, insurance, tax filing, etc.)	Q1-Q4
	Placemaking / Art / Beautification	
4	Serve as primary point of contact to communicate the City's streetscape project construction information to the district.	Q1-Q4
5	Renew district banner program for placemaking and leverage for sponsorship opportunities	Q1-Q4
	Marketing / Programming / Promotions	
6	Provide Web and Social Media Maintenance throughout the year, digital marketing and print promotions.	Q1-Q4
7	Hold district-sponsored event(s) to activate the Classen Median and promote Route 66 at least once per year.	Q2/Q3
8	Hold annual "District Day" in the urban corridor	Q1/Q4
9	Increase Business Memberships by 50% by Q3 to bolster District Match and increase involvement (\$2,000 Revenue Goal)	Q3