

FIRST AMENDMENT TO **PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT to the Professional Services Agreement (“Agreement”) that was made and entered into on the 19th day of July 2022, 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 19, 2022 in the amount of Twenty-Five Thousand Dollars (\$25,000) 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 unforeseen changes within the organization’s staff resources as well as in the schedule for planned district improvement projects this year, the City and Britton District desire to reduce the contract amount from \$25,000 to \$17,000 with an amended Scope of Work for the terms of the Agreement in this First 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, on this _____ day of _____, 2023, 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 hereto 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 ~~62~~ **65 percent** of eligible expenses incurred and approved for payment, which equates to a minimum match of ~~38~~ **35 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 ~~\$25,000~~ **\$17,000** for the work and services performed.

APPROVED by The Britton Business District, Inc., this 11 day of May, 2023.

The Britton Business District, Inc.

By: Nick Hampson

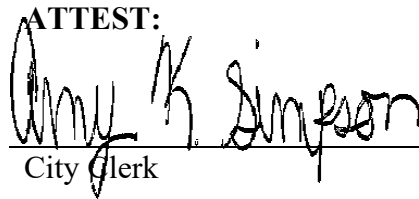
Nick Hampson - President
(Print name and Title of Person who Signed)

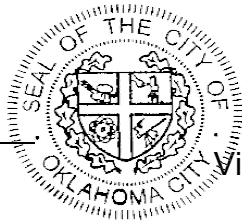
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IN WITNESS WHEREOF, this Contract was approved and executed by the City Council and executed by the Mayor of The City of Oklahoma City this 23RD day of MAY, 2023.

THE CITY OF OKLAHOMA CITY

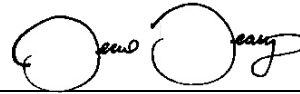
ATTEST:


City Clerk




Vice-Mayor

REVIEWED for form and legality.



Assistant Municipal Counselor

	THE BRITTON BUSINESS DISTRICT, INC.	
	FY23 July 2022 - June 2023	
	Amended Scope of Work \$40,000 \$26,000	
	City Contract: \$25,000 \$17,000 District Match \$15,000 \$9000	
	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	Create an agreement to formalize plans to create and provide long-term oversight for a community garden on the property adjacent to Nearly New on Western. Provide preliminary development and support.	Q1-Q3
5	Partner with City and Parks Dept. to beautify the Classen Median and begin space activation to potentially include landscaping, lighting, hardscape, and art.	Q4
6	Pilot Small Business Support Grant: create system, boundaries and governance for placemaking initiatives.	Q2
7	Develop digital placemaking through developing a digital scavenger hunt. Requires organizational software (Goosechase)	Q2
8	Serve as primary point of contact to communicate the City's streetscape project construction information to the district.	Q1-Q4
9	Renew district banner program for placemaking and leverage for sponsorship opportunities	Q1-Q4
	Marketing / Programming / Promotions	
10	Provide Web and Social Media Maintenance throughout the year, digital marketing and print promotions.	Q1-Q4
11	Hold district sponsored event(s) to activate the Classen Median and promote Route 66 at least once per year.	Q2/Q3
12	Hold annual "District Day" in the urban corridor	Q1/Q4
13	Increase Business Memberships by 50% by Q3 to bolster District Match and increase involvement (\$9,000 Revenue Goal)	Q3