

FIRST AMENDMENT TO REAL ESTATE DONATION AGREEMENT

This First Amendment to Real Estate Donation Agreement (“First Amendment”) is entered into as of the 10TH day of SEPTEMBER, 2024 by and between Oklahoma County Diversion Hub, Inc., an Oklahoma not for profit corporation (“Donor”) and The City of Oklahoma City, a municipal corporation (“City”).

WITNESSETH:

WHEREAS, on August 27, 2019, the City Council of the City of Oklahoma adopted a Resolution of Intent setting forth the Metropolitan Area Projects (MAPS) 4 Program (“Resolution of Intent”), which delineates the City’s intent to allocate at least \$17 million for the construction of a “Diversion Hub” to assist low-level offenders in establishing a more productive life; and

WHEREAS, the Donor is a 501(c)(3) not-for-profit corporation which currently operates the Oklahoma City Diversion Hub, a comprehensive, one-stop network of multiple social services organizations assisting justice-involved individuals in one location; and

WHEREAS, the Donor and the City executed that certain Donation Agreement dated July 16, 2024 (“Agreement”), pursuant to which, the Donor has donated to the City the Donated Property for the purpose of the City’s construction of the Diversion Hub Facility and to fund the cost of construction of the parking lot and site improvements on adjacent property owned by the Donor, at the Donor’s expense; and

WHEREAS, unless otherwise specifically defined herein, all capitalized terms used in this First Amendment shall have the same meanings set forth in the Agreement; and

WHEREAS, the Donor, as the operator of the MAPS 4 Diversion Hub, pursuant to the Lease and Management Agreement between the City and the Donor, has agreed to improve the Diversion Hub Facility with certain furnishings, fixtures, and equipment, including IT equipment, at the Donor’s expense; and

WHEREAS, a public bid process identified Wynn Construction Co., Inc. as the “Low Bidder” for the construction of the Facility, with a total bid amount of \$15,872,000, with the inclusion of the cost of Alternates 1, 2, 4, 5, 6, and 7, which surpasses the City’s initial funding allocation for the Diversion Hub; and

WHEREAS, the Donor desires to make a monetary contribution to fund a portion of the Alternates, in accordance with the terms stipulated in this First Amendment; and

WHEREAS, with the contribution from the Donor, the City intends to execute a construction contract with the Low Bidder for the Facility.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the City and the Donor covenant and agree as follows:

Section 1. Contribution.

(a) In exchange for the City's undertakings set forth in the Agreement and this First Amendment, and in furtherance of the Donor's core mission and the success of the Diversion Hub, the Donor agrees to make a monetary contribution to the City in the amount of \$869,000 ("Contribution"), and the City agrees to accept the Contribution, subject to the terms and conditions of this First Amendment.

(b) The City shall use the Contribution exclusively for the Facility's construction costs, specifically for Alternates 1, 2, 4, 5, and 6, as identified in the bid from the Low Bidder.

(c) With the Contribution, the City commits to execute a construction contract with the Low Bidder in the amount of \$15,655,000 to construct the Facility, incorporating Alternates 1, 2, 4, 5, and 6.

Section 2. Agreed Purchase Price. The term "Agreed Purchase Price" of the Donated Property stated below Section 2(j) of the Agreement is deleted in its entirety and replaced with the following:

As used herein, the term "Agreed Purchase Price" of the Donated Property means the purchase price to be paid by the Donor to the City to acquire the Donated Property and Facility from the City pursuant to Sections 2(g), 2(h), and 2(i) above, which purchase price shall be not greater than the City's cost to construct the Facility, as set forth in the Facility Construction Contract, together with any repair and replacement costs of Capital Items for the Facility incurred by the City pursuant to the Lease and Management Agreement LESS (1) repair and replacement costs of Capital Items and other Facility-related expenses incurred by Donor pursuant to the Lease and Management Agreement, (2) the value of the Donated Property as of the date the Donor obtained possession of the Donated Property, which is agreed to be \$18.347 per square foot of total square footage within the Donated Property, which is agreed to be 40,911 square feet, and (3) the Contribution.

Section 3. Recitals. The recitals on the first page of this First Amendment are hereby affirmed by the parties as true and correct and each such recital is incorporated herein by this reference.

Section 4. Binding Effect.

Except as modified by this First Amendment, the Agreement shall remain in full force and effect in accordance with the original terms of the Agreement. To the extent the terms of this First Amendment are inconsistent with the terms of the Agreement, the terms of this First Amendment shall control.

Section 5. Counterparts.

This Agreement may be executed in multiple counterparts, each of which will constitute an original of this instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Donor has caused this First Amendment to be duly executed as of the Effective Date.

OKLAHOMA COUNTY DIVERSION HUB, INC.,
an Oklahoma not for profit corporation

By: 
Sue Ann Arnall, Board Chair and President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This document was acknowledged before me on the 21 day of August, 2024, by Sue Ann Arnall, Board Chair and President of Oklahoma County Diversion Hub, Inc., an Oklahoma not for profit corporation.


Notary Public

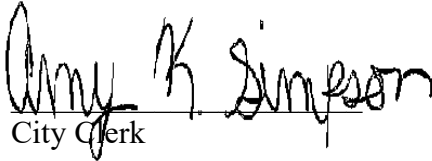
My Commission Expires: 12/04/2025
My Commission Number: 17011063



APPROVED by the City Council and **SIGNED** by the Mayor of The City of Oklahoma City this 10TH day of SEPTEMBER, 2024.

ATTEST:

THE CITY OF OKLAHOMA CITY,
a municipal corporation


City Clerk




Mayor

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This document was acknowledged before me on the 10TH day of SEPTEMBER, 2024,
by David Holt, the Mayor of The City of Oklahoma City, a municipal corporation.


Notary Public


My Commission Expires:

My Commission Number:

(SEAL)



Reviewed for form and legality.


Assistant Municipal Counselor