

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 19-025

**APPROVING OFFICE SHARING AGREEMENTS
WITH ATKINS NORTH AMERICA, INC. AND WSP USA, INC.**

WHEREAS, the Mobility Authority is currently co-located with Atkins North America, Inc. and WSP USA Inc., its general engineering consultants (GEC), on the 3rd floor of the University Park office building located at 3300 N. IH-35, Austin Texas 78705 (University Park).; and

WHEREAS, having the GEC onsite has proven beneficial for coordinating work efforts, facilitating meetings and promoting other workplace efficiencies.; and

WHEREAS, the current space on the 3rd floor of University Park is no longer sufficient to house both Mobility Authority and GEC staff; and

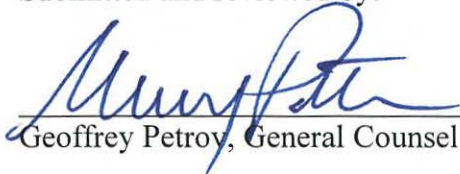
WHEREAS, in April 2019, the Mobility Authority amended its lease to add an additional 3,542 square feet of office space in Suite 625 of University Park; and

WHEREAS, in order to allow the GEC to continue to co-locate at University Park, the Executive Director has negotiated new office sharing agreements with Atkins North America, Inc. and WSP USA Inc. at the same rental rates paid by the Mobility Authority which are attached hereto as Exhibit A and Exhibit B, respectively.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the office sharing agreements with Atkins North America, Inc. and WSP USA Inc. and directs the Executive Director to execute the office sharing agreements on behalf of the Mobility Authority in the form or substantially the same form attached hereto as Exhibit A and Exhibit B, as appropriate.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 26th day of June, 2019.

Submitted and reviewed by:



Geoffrey Petroy, General Counsel

Approved:



Nikelle Meade
Vice Chair, Board of Directors

Exhibit A

Atkins North America, Inc. Office Sharing Agreement

SUITE 625 OFFICE SHARING AGREEMENT

THIS AGREEMENT ("Agreement") is between the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("CTRMA") and ATKINS NORTH AMERICA, INC. ("Atkins") and shall become effective on date it is signed by both parties, as established by the signature date noted below each signature.

RECITALS

WHEREAS, Atkins serves as a general engineering consultant to CTRMA under that certain "Agreement for General Consulting Civil Engineering Services" effective December 19, 2017 (the "GEC Agreement"), and provides services to CTRMA under the GEC Agreement for various CTRMA transportation projects throughout Central Texas:

WHEREAS, the parties acknowledge that CTRMA is the lessee under a written lease with UP Austin Holding, LP. (the "Landlord") for approximately 18,117 square feet of office space on floor three and 3,542 square feet of office space on floor six (the "Premises") of the building located at 3300 N. IH-35 Austin, Texas (the "Building") effective May 1, 2013, as amended by that certain Amendment 1 to Master Lease effective August 17, 2015, and that certain Amendment 2 to Master Lease effective April 24, 2019 (the "Master Lease"); and

WHEREAS, to facilitate providing services under the GEC Agreement, Atkins and CTRMA share certain space located in a portion of the Premises pursuant to that certain Office Sharing Agreement effective July 2, 2013 (the "Suite 300 Office Sharing Agreement"); and

WHEREAS, to facilitate providing services under the GEC Agreement, Atkins and CTRMA share certain space located in a portion of the Premises pursuant to that certain Suite 390 Office Sharing Agreement effective December 22, 2015 ("Suite 390 Office Sharing Agreement"); and

WHEREAS, Atkins has expressed interest in sharing a portion of the Premises located on floor six of the Building which portion is known as Suite 625 and consists of 3,542 square feet of office and related space leased by CTRMA (the "Suite 625"); and

WHEREAS, CTRMA and Atkins agree to the shared use of Suite 625 under the terms and conditions set forth in this Agreement and CTRMA agrees to grant Atkins the right to use fifteen (15) unreserved parking spaces in the parking facility associated with the Building (the "Parking Garage") under the terms set forth in this Agreement; and

WHEREAS, CTRMA and Atkins agree to terminate the Suite 390 Office Sharing Agreement effective immediately upon execution of this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The Suite 390 Office Sharing Agreement is hereby terminated for all purposes and the parties have no further rights or obligation thereunder except for those that expressly survive termination.
2. CTRMA hereby grants to Atkins the right to share in the use of Suite 625 beginning June 1, 2019. This Agreement and Atkins' right to use Suite 625 shall terminate on the earlier of: (A) the termination of the Master Lease with Landlord, (B) the termination of the GEC Agreement between CTRMA and Atkins, or (C) the date this Agreement is terminated by either party under section 7 or section 8 of this Agreement.
3. CTRMA hereby grants to Atkins the right to use fifteen (15) unreserved parking spaces in the Parking Garage. Payment for Atkins' use of such parking spaces is included in the monthly office-sharing fee.
4. Atkins' use of Suite 625 shall be for office purposes related to the services provided to CTRMA under the GEC Agreement. Suite 625 includes 3,542 square feet of space, consisting of workstations, conference rooms, a break room, an IT server room, and common entry space and hallways to be shared by Atkins, CTRMA and another general engineering consultant engaged by CTRMA. Although the parties contemplate that Atkins will be one of two primary users of the space, such use shall not be exclusive and CTRMA shall have access to and may coordinate shared use with Atkins of space within Suite 625 on an "as available basis" at the sole discretion of CTRMA. CTRMA will provide appropriate and adequate furniture, wiring, and audio visual requirements for each workstation, the conference rooms, break room, and entry area. CTRMA will also provide mailing/shipping services required in connection with the

provision of services by Atkins performed in Suite 625 pursuant to the GEC Agreement. Atkins use of Suite 625 shall be only for the purposes specified above and for no other purpose.

5. Atkins shall make no structural alterations or additions to Suite 625 without the prior written consent of CTRMA, which shall not be unreasonably withheld, and only after CTRMA has received approval for any structural alteration or addition from Landlord under the Master Lease; provided, however, any alterations or additions attached to or built into Suite 625 by Atkins (i) shall be and remain a part of Suite 625 and not be removed by Atkins; and (ii) shall be deemed the property of CTRMA for purposes of this Agreement. Notwithstanding the foregoing, CTRMA shall have the right to require Atkins to remove, upon the termination of this Agreement, any such alterations or additions, and restore Suite 625 to its condition prior to such alterations or additions. In addition, Atkins shall not move additional furniture or equipment into Suite 625 or remove any existing furniture or equipment from Suite 625 without the prior written consent of CTRMA, which consent shall not be unreasonably withheld. Atkins will keep Suite 625 in good order, including the common areas of Suite 625.

6. Atkins shall pay CTRMA the monthly office-sharing fee (the "Fee") established by Attachment 1 attached to this Agreement. The Fee will be paid to CTRMA no later than the 10th day of each month during the term of this Agreement. The Fee shall be subject to an annual evaluation and any changes in the Fee will be negotiated and agreed upon mutually by Atkins and CTRMA no less than sixty days prior to the anniversary of the effective date of this Agreement.

7. Atkins agrees that its officers, employees, contractors, agents, licensees, guests, and invitees (collectively, the "Atkins Individuals") shall abide by all requirements imposed on CTRMA by the Master Lease pertaining to the use of Suite 625 and by all rules and regulations of the Landlord applicable to the Premises, common areas, and grounds, including but not limited to compliance with the Rules and Regulations as set forth in the Master Lease.

8. Atkins and Atkins Individuals shall comply with all policies and procedures of CTRMA to the same extent and degree as CTRMA's employees, including facility and network access restrictions and safeguards for use of Suite 625 and the Property rules and regulations, to the same extent CTRMA is obligated to the Landlord under the Master Lease.

9. CTRMA or Atkins may terminate this Agreement at its convenience by providing no less than thirty (30) days written notice of termination to the other party. CTRMA or Atkins may immediately terminate this Agreement for cause if the other party defaults on any obligation under this Agreement, including without limitation the obligation to adhere to policies, procedures, and facility and network access restrictions and safeguards, after the terminating party provides written notice of the default and such default is not cured within seven (7) days after the date the terminating party delivers the notice of default to the defaulting party. Upon termination of this Agreement by either party for any reason Atkins shall vacate Suite 625, remove all personal property owned by Atkins or Atkins Individuals, and upon the request of CTRMA restore Suite 625 to the condition as of the commencement of this Agreement, with the exception of ordinary wear and tear, casualty or condemnation.

10. Nothing in this Office Sharing Agreement shall be construed or deemed to create an assignment or a sublease to Atkins of CTRMA's leasehold interest in Suite 625.

11. Atkins shall notify CTRMA of its full-time, onsite staff and any changes to the staff so that appropriate security measures can be managed. All other Atkins Individuals and visitors shall be required to follow normal check-in procedures at the reception area. All Atkins Individuals and visitors shall be required to comply with the terms and conditions of this Agreement.

12. Atkins shall assume all risk of loss, damage and injury to Atkins and any of the Atkins Individuals, and any property of any of the aforesaid, and hereby agrees, to the extent allowed by law, to indemnify and hold harmless CTRMA, its officers, employees, contractors, agents, invitees, and other visitors from and against liabilities, claims, losses, damages and expenses against CTRMA for any injury to or death of any person and/or damage to any property to the extent such liabilities, claims, losses, damages and expenses are caused by Atkins's use of Suite 625 or the Premises. Notwithstanding the foregoing, Atkins shall not be required to indemnify or hold harmless CTRMA for CTRMA's negligence or willful misconduct or the negligence or willful misconduct of CTRMA's officers, employees, or contractors.

13. Atkins shall not assign any rights or duties under this Agreement without the prior written consent of CTRMA. Unless otherwise stated in the written consent, no assignment will release or discharge Atkins from any obligation under this Agreement.

14. All notices, demands, requests, reports and other communication required or permitted under this Agreement, or which any party may desire to give, shall be in writing, shall be sent to the notice address set forth below or such other address as designated in writing from time to time, and shall be deemed effective when delivered personally or

on the third (3rd) day after being sent by certified mail, return receipt requested, or on the first (1st) business day after being deposited with the overnight delivery service.

In the case of the Atkins:

Wendi Little, Corporate Facilities Leasing Manager
Atkins North America, Inc.
445 North Boulevard, Suite 330
Baton Rouge, LA 70802
Email: wendi.little@atkinsglobal.com

with a copy to:

Atkins North America, Inc.
4030 West Boy Scout Boulevard, Suite 700
Tampa, Florida 33607
Attention: General Counsel and Chief Financial Officer

In the case of CTRMA:

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Email: mstein@ctrma.org

with a copy to:

Bill Chapman
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705
Email: wchapman@ctrma.org

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

ATKINS NORTH AMERICA, INC.

By: *Susan Reinhardt*
Name: Susan Reinhardt
Title: Chief Financial Officer
Date: 5/31/2019

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1
 Suite 625 - Additional CTRMA Space
 Central Texas Regional Mobility Authority

| Year | Payment Dates | Rent per SF (Annual) | Fixed Office Sharing Fee (Monthly) | Estimated Operating Expense (Monthly) | Total Office Sharing Fee Without Stipend (Monthly) | Build out and Furniture Expenses (Monthly) | Office Sharing Fee (Monthly) | Atkins Monthly Office Sharing Fee |
|------|------------------|----------------------|------------------------------------|---------------------------------------|--|--|------------------------------|-----------------------------------|
| 1 | 6/1/19 - 5/31/20 | \$ 33.00 | \$ 9,741 | \$ 5,216 | \$ 14,956 | \$ 2,010.53 | \$ 16,967 | \$ 8,483 |
| 2 | 6/1/20 - 5/31/21 | \$ 33.99 | \$ 10,033 | \$ 5,372 | \$ 15,405 | \$ 2,010.53 | \$ 17,415 | \$ 8,708 |
| 3 | 6/1/21 - 5/31/22 | \$ 35.01 | \$ 10,334 | \$ 5,533 | \$ 15,867 | \$ 2,010.53 | \$ 17,877 | \$ 8,939 |
| 4 | 6/1/22 - 5/31/23 | \$ 36.06 | \$ 10,644 | \$ 5,699 | \$ 16,343 | \$ 2,010.53 | \$ 18,353 | \$ 9,177 |

Total SF 3,542
 Atkins SF 1,771
 OPEX(2019) \$17.67
 Buildout + furniture \$96,505.32

* Fee will be subject to an annual evaluation and any changes in the fee will be negotiated and agreed upon mutually by Atkins and CTRMA.

Exhibit B

WSP USA, Inc. Office Sharing Agreement

SUITE 625 OFFICE SHARING AGREEMENT

THIS AGREEMENT ("Agreement") is between the **CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY** ("CTRMA") and **WSP USA INC.** ("WSP") and shall become effective on the date it is signed by both parties, as established by the signature date noted below each signature.

RECITALS

WHEREAS, WSP serves as a general engineering consultant to CTRMA under that certain "Agreement for General Consulting Civil Engineering Services" effective July 1, 2016 (the "GEC Agreement"), and provides services to CTRMA under the GEC Agreement for various CTRMA transportation projects throughout Central Texas:

WHEREAS, the parties acknowledge that CTRMA is the lessee under a written lease with UP Austin Holding, LP. (the "Landlord") for approximately 18,117 square feet of office space on floor three and 3,542 square feet of office space on floor six (the "Premises") of the building located at 3300 N. IH-35, Austin, Texas (the "Building") effective May 1, 2013, as amended by that certain Amendment 1 to Master Lease effective August 17, 2015, and that certain Amendment 2 to Master Lease effective April 24, 2019 (the "Master Lease"); and

WHEREAS, to facilitate providing services under the GEC Agreement, WSP and CTRMA share certain space located in a portion of the Premises pursuant to that certain Office Sharing Agreement effective September 1, 2016 (the "Suite 300 Office Sharing Agreement"); and

WHEREAS, WSP has expressed interest in sharing a portion of the Premises located on floor six of the Building which portion is known as Suite 625, and consists of 3,542 square feet of office and related space leased by CTRMA (the "Suite 625"); and

WHEREAS, CTRMA and WSP agree to the shared use of Suite 625 under the terms and conditions set forth in this Agreement and CTRMA agrees to grant WSP the right to use sixteen (16) unreserved parking spaces in the parking facility associated with the Building (the "Parking Garage") under the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. CTRMA hereby grants to WSP the right to share in the use of Suite 625 beginning June 3, 2019. This Agreement and WSP's right to use Suite 625 shall terminate on the earlier of: (A) the termination of the Master Lease with Landlord, (B) the termination of the GEC Agreement between CTRMA and WSP, or (C) the date this Agreement is terminated by either party under section 7 or section 8 of this Agreement.
2. CTRMA hereby grants to WSP the right to use sixteen (16) unreserved parking spaces in the Parking Garage. Payment for WSP's use of such parking spaces is included in the monthly office-sharing fee.
3. WSP's use of Suite 625 shall be for office purposes related to the services provided to CTRMA under the GEC Agreement. Suite 625 includes 3,542 square feet of space, consisting of workstations, conference rooms, a break room, an IT server room, and common entry space and hallways to be shared by WSP, CTRMA and another general engineering consultant engaged by CTRMA. Although the parties contemplate that WSP will be one of two primary users of the space, such use shall not be exclusive and CTRMA shall have access to and may coordinate shared use with WSP of space within Suite 625 on an "as available basis" at the sole discretion of CTRMA. CTRMA will provide appropriate and adequate furniture, wiring, and audio visual requirements for each workstation, the conference rooms, break room, and entry area. CTRMA will also provide mailing/shipping services required in connection with the provision of services by WSP performed in Suite 625 pursuant to the GEC Agreement. WSP's use of Suite 625 shall be only for the purposes specified above and for no other purpose.
4. WSP shall make no structural alterations or additions to Suite 625 without the prior written consent of CTRMA, which shall not be unreasonably withheld, and only after CTRMA has received approval for any structural alteration or addition from Landlord under the Master Lease; provided, however, any alterations or additions attached to or built into Suite 625 by WSP (i) shall be and remain a part of Suite 625 and not be removed by WSP; and (ii) shall be deemed to be the property of CTRMA for purposes of this Agreement. Notwithstanding the foregoing, CTRMA shall have the right to require WSP to remove, upon the termination of this Agreement, any such alterations or additions, and restore Suite 625 to its condition prior to such alterations or additions. In addition, WSP shall not move additional furniture or

equipment into Suite 625 or remove any existing furniture or equipment from Suite 625 without the prior written consent of CTRMA which consent shall not be unreasonably withheld. WSP will keep Suite 625 in good order, including the common areas of Suite 625.

5. WSP shall pay CTRMA the monthly office-sharing fee (the "Fee") established by Attachment 1 attached to this Agreement. The Fee will be paid to CTRMA no later than the 10th day of each month during the term of this Agreement. The Fee shall be subject to an annual evaluation and any changes in the Fee will be negotiated and agreed upon mutually by WSP and CTRMA no less than sixty days prior to the anniversary of the effective date of this Agreement.

6. WSP agrees that its officers, employees, contractors, agents, licensees, guests, and invitees (collectively, the "WSP Individuals") shall abide by all requirements imposed on CTRMA by the Master Lease pertaining to the use of Suite 625 and by all rules and regulations of the Landlord applicable to the Premises, common areas, and grounds, including but not limited to compliance with the Rules and Regulations as set forth in the Master Lease.

7. WSP and WSP Individuals shall comply with all policies and procedures of CTRMA to the same extent and degree as CTRMA's employees, including facility and network access restrictions and safeguards for use of Suite 625 and the Property rules and regulations, to the same extent CTRMA is obligated to the Landlord under the Master Lease.

8. CTRMA or WSP may terminate this Agreement at its convenience by providing no less than thirty (30) days written notice of termination to the other party. CTRMA or WSP may immediately terminate this Agreement for cause if the other party defaults on any obligation under this Agreement, including without limitation the obligation to adhere to policies, procedures, and facility and network access restrictions and safeguards, after the terminating party provides written notice of the default and such default is not cured within seven (7) days after the date the terminating party delivers the notice of default to the defaulting party. Upon termination of this Agreement by either party for any reason WSP shall vacate Suite 625, remove all personal property owned by WSP or WSP Individuals, and upon the request of CTRMA restore Suite 625 to the condition as of the commencement of this Agreement, with the exception of ordinary wear and tear, casualty or condemnation.

9. Nothing in this Office Sharing Agreement shall be construed or deemed to create an assignment or a sublease to WSP of CTRMA's leasehold interest in Suite 625.

10. WSP shall notify CTRMA of its full-time, onsite staff and any changes to the staff so that appropriate security measures can be managed. All other WSP Individuals and visitors shall be required to follow normal check-in procedures at the reception area. All WSP Individuals and visitors shall be required to comply with the terms and conditions of this Agreement

11. WSP shall assume all risk of loss, damage and injury to WSP and any of the WSP Individuals, and any property of any of the aforesaid, and hereby agrees, to the extent allowed by law, to indemnify and hold harmless CTRMA, its officers, employees, contractors, agents, invitees, and other visitors from and against liabilities, claims, losses, damages and expenses against CTRMA for any injury to or death of any person and/or damage to any property to the extent such liabilities, claims, losses, damages and expenses are caused by WSP's use of Suite 625 or the Premises. Notwithstanding the foregoing, WSP shall not be required to indemnify or hold harmless CTRMA for CTRMA's negligence or willful misconduct or the negligence or willful misconduct of CTRMA's officers, employees, or contractors.

12. WSP shall not assign any rights or duties under this Agreement without the prior written consent of CTRMA. Unless otherwise stated in the written consent, no assignment will release or discharge WSP from any obligation under this Agreement.

13. All notices, demands, requests, reports and other communication required or permitted under this Agreement, or which any party may desire to give, shall be in writing, shall be sent to the notice address set forth below or such other address as designated in writing from time to time and shall be deemed effective when delivered personally or on the third (3rd) day after being sent by certified mail, return receipt requested, or on the first (1st) business day after being deposited with the overnight delivery service.

In the case of WSP:

Attention: Senior Vice President, Global Services
Attention: General Counsel
WSP USA Inc.
One Penn Plaza
New York, NY 10119
Email: Suzanne.puccino@wsp.com
Stephen.Dale@wsp.com

In the case of CTRMA:

Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705

Email: mstein@ctrma.org

with a copy to:


Bill Chapman
Central Texas Regional Mobility Authority
3300 North IH 35, Suite 300
Austin, TX 78705

Email: wchapman@ctrma.org

A party may change the information provided in this article for notification purposes by providing notice to the other party of the new information and the effective date of the change.

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

WSP USA INC

By: 
Name: Suzanne Puccino
Title: Senior Vice President
Date: June 3, 2019

**CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY**

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1
Suite 625 - Additional CTRMA Space
Central Texas Regional Mobility Authority

| Year | Payment Dates | Rent per SF (Annual) | Fixed Office Sharing Fee (Monthly) | Estimated Operating Expense (Monthly) | Total Office Sharing Fee Without Stipend (Monthly) | Build out and Furniture Expenses (Monthly) | Office Sharing Fee (Monthly) | WSP Monthly Office Sharing Fee |
|------|------------------|----------------------|------------------------------------|---------------------------------------|--|--|------------------------------|--------------------------------|
| 1 | 6/1/19 - 5/31/20 | \$ 33.00 | \$ 9,741 | \$ 5,216 | \$ 14,956 | \$ 2,010.53 | \$ 16,967 | \$ 8,483 |
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Total SF 3,542
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