

**AGREEMENT FOR ZONING INSPECTION SERVICES
BY AND BETWEEN THE CITY OF OKLAHOMA CITY
AND THE CAPITOL-MEDICAL CENTER IMPROVEMENT
AND ZONING COMMISSION**

THIS AGREEMENT is entered into between the City of Oklahoma City, Oklahoma, a municipal corporation ("The City"), and The Capitol-Medical Center Improvement and Zoning Commission ("Commission"), a state agency, pursuant to 73 O.S. § 83.3(B) of the Oklahoma Statutes, to provide for mutual cooperation and joint regulation within the Capitol-Medical Center Improvement and Zoning District ("District") with respect to zoning regulation enforcement.

1. **PURPOSE.** The City provides enforcement of the Zoning Code adopted by the Commission and inspect to ensure compliance therewith, within the District.
2. **TERM.** This Agreement shall become effective July 1, 2025, and shall continue through June 30, 2026; provided, however, that said Agreement may be extended into subsequent years by mutual agreement between The City and the Commission.
3. **TERMINATION.** This Agreement may be terminated by any party hereto upon thirty (30) days' written notice to the other party.
4. **PROPERTY.** It is not anticipated that property will be acquired pursuant to this Agreement. However, if a property is acquired, the title thereto shall be placed exclusively in the name of the entity paying for said property. Upon termination of this Agreement, said purchased property shall be returned to the purchasing entity.
5. **ADMINISTRATIVE BOARD.** It is not anticipated that an Administrator will be necessary for this Agreement. Any decisions relating to this Agreement shall be made by a Joint Board, comprised of the Oklahoma City Manager or designee and the Chair of the Commission, or designee.
6. **AUTHORIZATION OF CITY INSPECTORS.** City Code Enforcement inspectors are hereby authorized to inspect properties within the District for compliance with the District's zoning regulations and Oklahoma City Municipal Code provisions, to issue citations to property owners found to be in violation thereof, and to contract for nuisance abatement, when determined to be appropriate. Pursuant to the Oklahoma Capitol-Medical Center Improvement and Zoning Commission Administrative Rules, when an inspection by City of Oklahoma City inspectors indicates a structure is dilapidated, as defined by 11 O.S. §22-112, further evaluation of the structure shall follow the requirements of Oklahoma Administrative Code (O.A.C.) 120:10-5-9.2, which provides for review as follows:
 - (1) The City of Oklahoma City shall submit the property being considered for a dilapidation declaration to the Commission.
 - (2) The Commission shall determine whether the property in question meets the definition of a dilapidated structure, as defined in 11 O.S. §22-112(c).
 - (3) The Commission shall submit a recommendation to the City of Oklahoma City based on its findings.
 - (4) Upon the Commission's submittal of a recommendation of a finding of dilapidation of a subject structure, the City of Oklahoma City shall follow its established procedures for

declaring a structure dilapidated and shall thereafter address any threats to the health, safety and welfare of the public, pursuant to 11 O.S. §22-112.

(5) Demolition of dilapidated structures shall follow established Rules requiring an approved Certificate of Appropriateness and/or building permit from the Commission, **which shall not be unreasonably withheld if the City Oklahoma City Council has determined that demolition is appropriate to alleviate threats to the health, safety and welfare of the public.**

“The District” as described herein shall mean the area of Oklahoma City, which has its boundaries the area set forth on the diagram attached hereto, and labeled District Boundary Map.

7. **VIOLATIONS-PENALTY-PROSECUTION.**

a. Citations for violations of any of the zoning regulations promulgated by the Commission shall be filed with the Municipal Court of The City, of which the Court shall have exclusive jurisdiction.

b. Pursuant to 73 O.S. § 83.14(A) and Chapter 59, Section 7400.4 of the Oklahoma City Municipal Code, 2020, as amended, any person found guilty by the Oklahoma City Municipal Court of violating zoning regulations referenced herein shall be punished by a fine not to exceed Seventy-five Dollars (\$75.00), inclusive of costs. Each day upon which such violation occurs shall be a separate and distinct offense, and each violation shall constitute a separate offense, subject to application of the full penalty.

In cases wherein any fine imposed is pursuant to a violation of Chapter 59, Section 7400.4 of the Oklahoma City Municipal Code, 2020, as amended, The City shall receive One Dollar (\$1.00) as cost, and one-half (1/2) of the fine imposed. The remaining one-half (1/2) of the fine imposed shall be paid to the State Treasurer, in accordance with 73 O.S. § 83.14 (A).

8. **RESPONSIBILITY FOR PAY AND BENEFITS; OTHER COMPENSATION.** The City shall remain liable for the salaries, insurance, and other employee benefits of The City’s inspectors who provide Code enforcement services pursuant to this Agreement. The Office of Management and Enterprise Services (“OMES”) shall pay to The City, on behalf of the Commission, the sum of \$12,000, payable monthly, in equal installments for the term of this Agreement, to help defray The City’s expenses for performing inspections and issuing citations in the District.

9. **AUDIT CLAUSE.** All documents, items, or other data, regardless of form, relating to this contract, are subject to examination by the City – including the City Auditor, the Commission and the Oklahoma State Auditor and Inspector. All information relevant to this contract shall be retained by the parties for the duration of the contract term, and for a period of three (3) years following completion and/or termination of the Agreement, or for a longer period as required by The City’s document retention policies. No documents, items, or other data, with the exception of items such as drafts, duplicates, and non-material writings relating to this contract, shall be destroyed until City examination thereof, for thirty days after written notice of an intent to destroy the same.

10. **REPORTING/INVOICE.** The City shall provide a written monthly report to the Commission, reflecting inspections conducted and citations issued. The report shall be attached to the monthly invoice for review and approval prior to the payment of any fees. Said monthly reports and invoices shall be submitted to the Capitol-Medical Center Improvement and Zoning Commission, ATTN: Administrative Officer, 1915 N. Stiles Avenue, Suite 305, Oklahoma City, OK 73105.
11. **EFFECTIVE DATE.** This Agreement shall be effective when signed by all the parties hereto, but no sooner than July 1, 2025.

IN WITNESS WHEREFORE, the parties hereto have signed this Agreement as herein set forth this 6th day of may, 2025.



By:

THE CITY OF OKLAHOMA CITY

David Holt

David Holt, Mayor

ATTEST:

Amy K. Simpson
City Clerk

REVIEWED for form and legality.

Debra F. Douglas-Tally
Assistant Municipal Counselor

CAPITOL-MEDICAL CENTER
IMPROVEMENT AND ZONING
COMMISSION

By: Nathan Wald
Nathan Wald, Chair



District Boundary Map