

EDUCATIONAL SERVICE AMENDED
AGREEMENT

Between
OKLAHOMA CITY COMMUNITY
COLLEGE

And
THE CITY OF OKLAHOMA CITY

THIS EDUCATIONAL SERVICE AGREEMENT is made and entered into this 23RD day of MAY, 2023, between Oklahoma City Community College ("OCCC"), and The City of Oklahoma City, ("The City").

WITNESSETH: The parties hereto, for consideration hereinafter stated, do covenant, and agree to the following, to wit:

1. TRAINING: OCCC will provide training to the public wishing to design and/or construct city pedestrian facilities in compliance with Title II of the Americans with Disabilities Act (ADA) 2010 standards. Certain other standards adopted by The City in compliance with Public Rights of Way Accessibility Guidelines (PROWAG) and the International Building Code in use by The City at the time of training are included in the curriculum.

CERTIFICATION: OCCC will provide course material for a six (6) hour ADA certification course based on 2010 ADA accessibility standards for pedestrian facilities, PROWAG, and incorporate The City of Oklahoma City sidewalk and curb ramp standard sheets (D-700-A and D-700-B) with the class training materials. OCCC will provide a qualified instructor approved by The City, training materials and any handouts developed in cooperation with The City, course evaluation, and completion certificate for each qualified participant.

RE-CERTIFICATION: OCCC will provide course material for a six (6) hour ADA re-certification course based on 2010 ADA accessibility standards for pedestrian facilities, PROWAG and incorporate The City of Oklahoma City sidewalk and curb ramp standard sheets (D-700-A and D-700-B) with the class training materials. OCCC will provide a qualified instructor approved by The City, training materials and any handouts developed in cooperation with The City, course evaluation, and a completion certificate for each qualified participant.

The above training six (6) hour certification course and six (6) hour re-certification course will both be provided by OCCC in accordance with this Agreement a minimum of twelve (12) times each and more if needed during the term of the Agreement. Classes will be provided on a schedule determined and agreed upon by representatives of The City and OCCC. A scheduled course may be canceled within 72 hours of the start of the course if less than a financially viable number of participants are enrolled. Enrolled participants will be immediately notified of the cancellation and given the option to enroll in a future course, take the online course, or given a full refund by OCCC.

OCCC will offer the six (6) hour ADA certification course online for the duration of this agreement for a reasonable fee as determined by OCCC and agreed to by the Oklahoma City ADA Coordinator and Oklahoma City Public Works Director. Certification will be granted to applicants after satisfactory completion of an online exam provided by OCCC using questions submitted in advance by the City of Oklahoma City. The ADA online course content will be developed by OCCC and the City and will be approved by the City's ADA Coordinator prior to use.

OCCC will offer the six (6) hour re-certification course online for the duration of this agreement for a reasonable fee as determined by OCCC and agreed to by the Oklahoma City ADA Coordinator and Oklahoma City Public Works Director. Certification will be granted to applicants after satisfactory completion of an online exam provided by OCCC using questions submitted in advance by the City of Oklahoma City. The online course content will be developed by OCCC and the City and will be approved by the City's ADA Coordinator prior to use.

2. LOCATION: The training will be held in an appropriate room provided by OCCC at no expense to The City. The room and access thereto shall comply with the Americans with Disabilities Act of 1990 and all amendments and requirements imposed by the regulations issued pursuant to this act.
3. PARTICIPANTS: Maximum number of participants will be determined by OCCC. OCCC will reserve classroom space for a maximum of five (5) Oklahoma City employees until four (4) business days prior to the date(s) fixed for training unless The City releases the space at an earlier time.
4. COST: OCCC may charge the public participants a reasonable fee as determined and agreed upon by the parties either to take the online certification course, take the online re-certification course, or attend the training for the six (6) hour certification course or the six (6) hour recertification course, receive all classroom materials, and take the class evaluation in order to receive a certificate of satisfactory completion.

The reasonable fees will be determined by the Executive Director of External Affairs for OCCC and agreed to by the Oklahoma City ADA Coordinator and the Oklahoma City Public Works Director and/or his designee. OCCC is to retain all fees for the training and materials.

5. CONTACTS: All arrangements will be coordinated by OCCC representative, Kristi Carlucci and The City representative, Keith D. Wilkinson.
6. NOTICE REQUIREMENT: Any notice required or permitted to be given hereunder shall be in writing and shall be effective when actually received if delivered by hand or overnight courier, or when confirmed by receipt if transmitted by telecopy or other form of rapid transmission if notices given by such means of communication are capable of being confirmed upon delivery by electronic means, or three (3) days after being sent by registered or certified mail, postage prepaid, the certification receipt therefore being deemed the date of such notice, and addressed to the parties as follows:

Notices should be sent to:

Kristi Carlucci
Oklahoma City Community College
Family and Community Education Center
6500 S. Land Avenue
Oklahoma City, OK 73159

Keith D. Wilkinson
City ADA Coordinator
3738 SW 15th St, Building 19
Oklahoma City, OK 73108

7. NO PARTNERSHIP CREATED: The parties all expressly agree that the relationship hereby created is that of independent contractors and no other relationship is created or deemed to be created between the parties. This Agreement specifically does not create any partnership or joint venture between the parties hereto or render any party liable for any of the debts or obligations of any other party.
8. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATION: The parties shall comply with all applicable existing federal, state, and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Agreement.
9. SEVERABILITY: If any provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect, under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired, and such illegal, invalid or unenforceable provisions shall, at the reasonable request of OCCC, be replaced by other provisions in accordance with the purpose and meaning of this Agreement.
10. CAPTIONS: The section headings appearing herein are included solely for the convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.
11. APPLICABLE LAW: This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Oklahoma without regard to any state choice-of-law statutes, and any applicable federal law. All disputes arising out of this Agreement will be resolved in a court of competent jurisdiction located in Oklahoma County, Oklahoma.
12. ENTIRE AGREEMENT: This Agreement, including all Exhibits and Addenda, represents the entire agreement and understandings of the parties hereto and all prior agreements, understandings, representations, and warranties, whether written or oral, in regard to the subject matter hereof are and have been merged herein.
13. FORCE MAJEURE: No party shall be liable for any failure to timely perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its commercially reasonable control including, but not limited to, acts of God or nature, fires, floods, storms, earthquakes, riots, strikes, wars, or restraints of government.

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14. **POTENTIAL APPLICANTS:** The City will provide the names and addresses of possible participants in this training in order for OCCC to advise the possible participants of the availability of the training. Development of any notification/advertising materials, printing, postage, recordkeeping, instructor fees, and any other related costs will be by and at the expense of OCCC. Materials referencing The City will be approved by The City representative prior to being made available to the public.
15. **EVALUATION NOTIFICATION:** OCCC will provide The City with a list of participants, including their company name and mailing address, attending the training that successfully completed the evaluation of understanding of the material at the end of the training.

OCCC will maintain participation records for a minimum of three (3) years from the date of each class and will notify The City and prior participants when their certificate of satisfactory completion must be renewed. OCCC will provide the City an updated copy of the master list quarterly beginning with March 31st of each calendar year.

OCCC will notify certificate holders prior to their certification expiration. Renewals will be granted to applicants after satisfactory completion of either an in-class or an online examination provided by OCCC using questions submitted in advance by The City. OCCC may charge the public participants for all re-certification activities a reasonable fee as determined and agreed upon by the parties.

16. **HEALTH AND SAFETY STANDARDS:** Both parties agree that any and all applicable requirements of the Oklahoma Occupational and Safety Standards Act of 1970, as defined in 40O.S. Section 401 124, as amended, shall be adhered to as required under Oklahoma Law.
17. **TERM:** This Agreement is for a term of twelve (12) months beginning March 1, 2023, and ending February 28, 2024.
18. **OPTION TO RENEW:** Either party shall have the option to renew this Agreement for an additional twelve (12) month term on the same terms and conditions: OCCC shall provide written notification one (1) month prior to the end of the last option period, and any extensions thereof, if said Agreement will not be renewed by OCCC on the same terms and conditions as defined herein.
19. **MODIFICATION:** This agreement shall not be modified, altered, or amended except by written agreement executed by the parties hereto with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and sealed the day and year firstabove written.

[Signature page to follow]

[Signature Page]

THE CITY OF OKLAHOMA CITY

ATTEST:

Amy K. Simpson
City Clerk

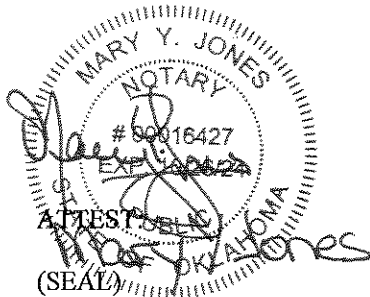


Todd Steno
VICE-MAYOR

REVIEWED for form and legality.

Susan Ransall
Assistant Municipal Counselor

X APPROVED by Oklahoma City Community College on the
22nd day of March, 2023.



Robert Ruiz
Robert Ruiz

Executive Director of External Affairs
OKLAHOMA CITY COMMUNITY COLLEGE

Kristi Carlucci
Secretary

Lisa M. Robertson
Witness

Date: March 22nd, 2023