

## **Agreement for Building Improvements**

This Agreement for Building Improvements ("Agreement") is effective as of September 27, 2022, between the University of Central Oklahoma ("University") and the City of Oklahoma City ("City").

**WHEREAS**, in an effort to increase accessibility for all its citizens and visitors along the Bricktown Canal ("Canal") in downtown Oklahoma City, the City is installing an elevator on the north side of the Canal at the Oklahoma Avenue Bridge; and

**WHEREAS**, in order to install the elevator, it is necessary for the City to remove a City-owned ramp in the same general location, which ramp provides access in compliance with the Americans with Disabilities Act ("ADA") (only at street level and the upper level but not Canal level), into a building owned by the University and located at 25 South Oklahoma Avenue ("University Building"); and

**WHEREAS**, in consideration for removing the only ADA access into the University Building, at least until completion of the elevator installation, the City has offered to make improvements to another ramp ("Ramp"), which is owned by the University and is located on the east side of the University Building; and

**WHEREAS**, in accordance with state law and in particular, 11 O.S. §22-125 and 2004 OK AG 6 ("...cities are not constitutionally prohibited from making gifts to state institutions of higher education."), the City is providing funding to bring the Ramp into ADA-compliance to serve the University Building; and

**WHEREAS**, the University is a state institution of higher education in the State of Oklahoma.

**NOW THEREFORE, BE IT RESOLVED** that the City of Oklahoma City and the University of Central Oklahoma agree as follows:

1. The City agrees to:
  - (a) Make improvements to the Ramp, located on the east side of the University Building at 25 South Oklahoma Avenue, in compliance with the requirements of the Americans with Disabilities Act.
  - (b) Make the ramp improvements at a cost estimated to be no more than \$55,000 to be funded by the City pursuant to its authority under 11 O.S. §22-125, and as further interpreted by opinion of the Oklahoma Attorney General (2004 OK AG 6).
  - (c) Complete the Ramp improvements before the end of the first quarter of 2023.
2. The University agrees to:
  - (a) Maintain ownership of and maintenance responsibilities for the Ramp.
  - (b) If the cost of the Ramp exceeds \$55,000, the University may, at its option, pay the portion of costs that exceed \$55,000. If the University elects not to pay the excess cost, the City may choose to eliminate the Ramp from its scope of work.

- (c) Prior to the City beginning construction of the Ramp improvements, obtain a revocable permit from the City for the ramp to be located on City right-of-way. Should the revocable permit not be obtained by the University prior to the City beginning construction, such University-caused delay shall extend the completion date of Ramp improvements by the same amount of time.

UNIVERSITY OF CENTRAL OKLAHOMA

Kevin Freeman  
Kevin Freeman, Vice-President for Finance  
and Operations

State of OKLAHOMA )  
 ) SS.  
County of OKLAHOMA )

This instrument was acknowledged before me on the 7<sup>th</sup> day of Sept., 2022, by  
Kevin Freeman



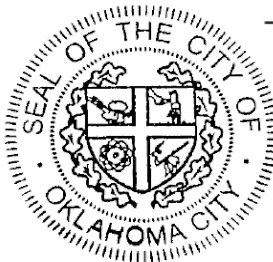
K. Carrington  
Notary Public  
Commission No.: 14006404

My Commission expires: 7/17/2026

THE CITY OF OKLAHOMA CITY

David Holt  
MAYOR

ATTEST:  
Amy K. Simpson  
City Clerk



REVIEWED as to form and legality.

Amy Douglas  
Assistant Municipal Counselor