

County Request No. 343

REQUEST FOR LEGAL SERVICES

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All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 05/19/2026 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - General Agreement between the City of OKC, OCVUT and the Board of County Commissioners of Oklahoma County for Shine

Brandi Mertens, Chief Deputy D2
County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed
OK

Date of Reply: 5/19/2026

Barbara
Assistant District Attorney

AMENDMENT NO. 7 AND RENEWAL NO. 5 OF THE AGREEMENT BETWEEN THE CITY OF OKLAHOMA CITY, THE OKLAHOMA CITY WATER UTILITIES TRUST, AND OKLAHOMA COUNTY FOR THE EFFECTIVE REMOVAL OF TRASH, DEBRIS, BRUSH, AND OVERGROWTH ON PUBLIC PROPERTY AND REQUESTED GRAFFITI ABATEMENT ON PUBLIC PROPERTY, IN AREAS OF OKLAHOMA CITY THAT ARE WITHIN OKLAHOMA COUNTY, FROM JULY 1, 2026 THROUGH JUNE 30, 2027.

This Amendment No. 7 and Renewal No. 5 to the Agreement (OCWUT00052) is entered by and between The City of Oklahoma City, a municipal corporation, hereinafter referred to as “the City” or “City,” the Oklahoma City Water Utilities Trust, hereinafter referred to as “OCWUT”, and Oklahoma County, Oklahoma, hereinafter also referred to as “the County” or “County”, for the effective removal of trash, debris, brush, and overgrowth on public property, and requested graffiti abatement on public property, in areas of Oklahoma City that are within Oklahoma County.

WITNESSETH:

WHEREAS, on May 25, 2021, the City Council (Item No. VII. AN) approved an Agreement with the County to provide removal of trash, debris, brush, and overgrowth on public property, and for graffiti removal upon request, within areas of Oklahoma City located within Oklahoma County, not to exceed \$111,900, May 25, 2021, through May 24, 2022; and

WHEREAS, on November 9, 2021, the City Council (Item No. IX. X) approved Amendment No. 1 to the Agreement with the County to increase the budget by \$54,600 per year and frequency for litter control services up to 40 hours a week, increase the budget by \$20,400 for graffiti removal and additional services for litter control beyond 40 hours a week, and modify agreement language to reflect current graffiti abatement practices; and

WHEREAS, on May 24, 2022, the City Council (Item No. IX. AW) approved Amendment No. 2 and Restated Agreement with the County to extend the expiration of the first contract year through June 30, 2022; and

WHEREAS, on July 5, 2022, the City Council (Item No. IX. BE) approved Amendment No. 3 and first Renewal of Agreement with Oklahoma County to increase the graffiti removal budget by \$50,000 and renew the agreement from July 1, 2022, through June 30, 2023; and

WHEREAS, on July 5, 2023, the City Council (Item No. IX. Z) approved Amendment No. 4 and second Renewal of Agreement with Oklahoma County retroactive July 1, 2023, through June 30, 2024; and

WHEREAS, on August 13, 2024, the City Council (Item No. IX. BC), and the OCWUT (Item No. III.I) jointly approved Amendment No. 5 and third Renewal of Agreement with Oklahoma County retroactive to July 1, 2024, through June 30, 2025; and

WHEREAS, on June 17, 2025, the OCWUT (Item No. III. K) approved Amendment No. 6 and fourth Renewal of the Agreement and on July 1, 2025, the City Council (Item No. IX. BZ), approved Amendment No. 6 and fourth Renewal of Agreement with Oklahoma County from July 1, 2025, through June 30, 2026; and

WHEREAS, The City has historically contracted with Oklahoma County's Shine Program ("SHINE") to administrate the clean-up of litter, debris, and overgrowth on public property and graffiti removal through individuals engaged in community service; and

WHEREAS, The City requested the Utilities Department to administrate further coordination of agreements between The City and Oklahoma County related to the SHINE program to coordinate clean-up efforts for the protection of the environment and integrity of The City; and

WHEREAS, Oklahoma City has encumbered funds for invoices and payment of services related to removal of graffiti on public property and removal of trash, debris, brush, and overgrowth from "hot spots" up to 40 hours a week on public property in areas of Oklahoma City that are within Oklahoma County; and

WHEREAS, the parties wish to renew the Agreement, and the City Manager recommends utilizing a Utilities employee to administrate the Agreement on behalf of the City and in accordance with the Oklahoma City Contract Administrator defined herein.

NOW, THEREFORE, in consideration of the mutual covenants, premise, and agreements hereinafter set forth, it is agreed that this Amendment No. 7 and Renewal No. 5 shall modify, amend, and restate the Agreement, and all previous amendments thereto between the parties as set forth above, to read as follows:

1. The Utilities Department shall identify standard trash SHINE routes for which for the removal and disposal of trash and debris. From time to time, Oklahoma City Police Department shall identify graffiti removal sites and Oklahoma City Solid Waste

Management Division will identify “hot spots” for routine trash and debris removal and disposal, which graffiti removal sites and “hot spots” shall be subject to modification by the Oklahoma City Contract Administrator. The Oklahoma City Contract Administrator will timely bring those routes, “hot spots,” and sites to the attention of the County and request remediation. The County shall cause the removal and disposal of trash, debris, brush, and overgrowth services and the graffiti removal services. The removal and disposal of trash, debris, brush, and overgrowth services and the graffiti removal services must be in areas of Oklahoma City that are within Oklahoma County. The County shall cause removal and disposal of trash, debris, brush, and overgrowth services and the graffiti removal services that have been identified for remediation by the Oklahoma City Contract Administrator or designee, up to 40 hours a week, and such additional hours as specifically authorized by the Oklahoma City Contract Administrator or designee.

2. The County shall provide all labor, equipment, and materials used for removal of trash, debris, brush, and overgrowth, and for removal of graffiti on public property.
3. The County will use a work force comprised of justice-involved individuals sentenced by the Courts to perform community service, who will be supervised by the Oklahoma County SHINE program. Whenever possible, the County will use justice-involved individuals sentenced to perform Community Service by Oklahoma City Municipal Court for the SHINE Program.
4. The OCWUT shall pay the County \$85.69 per hour for its community service litter control crews to remove and dispose of trash, litter, debris, brush, and overgrowth from identified locations up to 40 hours a week. The Oklahoma City Contract Administrator may request additional services beyond 40 hours a week as requested, however the total amount for these services shall not exceed \$166,900.00.
5. The OCWUT shall pay \$42.85 per hour for a graffiti crew to perform graffiti removal and abatement up to the amount not to exceed \$20,000.00 per year at public locations requested by the Oklahoma City Police Department.
6. The hourly rates for trash, debris, brush, and overgrowth removal and disposal services and graffiti removal services includes the cost for supervisory labor hours, equipment hours utilized, and consumables for services provided by the program.

7. The Oklahoma County SHINE program will be responsible for providing daily crew assignments, including site specific locations for services by email to the Oklahoma City Contract Administrator, at the beginning of each workday.
8. The Oklahoma County SHINE program will have one business day to email the Oklahoma City Contract Administrator a daily log sheet identifying Oklahoma site specific locations worked for each day.
9. Except for pre-established SHINE locations, the Oklahoma County SHINE program must notify the Oklahoma City Contract Administrator by email of any requested locations for trash, debris, brush, and overgrowth removal and disposal services they receive outside of those requested by Utilities or the Oklahoma City Contract Administrator, prior to commencement. Requests for graffiti removal will continue to be referred by the Oklahoma City Police Department.
10. Participants of the Oklahoma County SHINE program are prohibited from depositing waste into the roll-off container except waste generated from program operations.
11. Submission and approval of invoices.
 - a. At the end of each month that this Amendment No. 7 and Renewal No. 5 is in effect, the County shall submit all invoices for that month in addition to activity reports for graffiti removal services to the Oklahoma City Police Department for review, verification, and approval. Upon the approval of the Oklahoma City Police Department, each invoice will be sent to the Oklahoma City Contract Administrator who will process the invoices for payment.
 - b. Monthly invoices for graffiti removal services shall be sent to Oklahoma City Police Department to Lieutenant James “Max” Watson, by email at james.watson@okc.gov or by mail at:

Oklahoma City Police Department
Attn: James Watson
700 Colcord Drive
Oklahoma City, OK 73102
 - c. At the end of each month that this Amendment No. 7 and Renewal No.5 is in effect, the County shall submit all invoices for that month for trash, debris, brush, and overgrowth removal and disposal services to the Oklahoma City Contract

Administrator with an activity report consisting of the dates, type of work performed, equipment, and staff hours for each location for which services were provided. Upon review and approval by the Oklahoma City Contract Administrator, the invoices will be processed for payment.

- d. Monthly invoices for trash, debris, brush, and overgrowth removal and disposal services shall be sent to the Oklahoma City Contract Administrator, by email at WW-SW-Finance@okc.gov or by mail at:

The City of Oklahoma City
Attn: Oklahoma City Contract Administrator
11501 N. Portland
Oklahoma City, OK 73120

12. In all cases where practical, the County shall preserve evidence for possible criminal prosecution by taking photographs of all graffiti, trash, debris, brush, and overgrowth immediately prior to and after its abatement. These photographs shall be provided to the Oklahoma City Contract Administrator within ten (10) days from capture.
13. This Amendment No. 7 and Renewal No. 5 is subject to the availability of Oklahoma City, and County funds and City and County fiscal year limitations.
14. No party shall be responsible or liable for the acts or omissions of any other party, nor shall the OCWUT be responsible for the acts or omissions of Oklahoma City or County. It is further understood that the parties each respectively enjoy certain exceptions and immunities, exemptions and limitations from liability for community service participants. Nothing in this Amendment No. 7 and Renewal No. 5 shall be construed as waiving any liabilities, immunities, exemptions, and limitations, or any legal defense, provided or available to the parties under any federal, state, or other law.
15. Any Notices shall be sent to the parties as follows:

City of Oklahoma City
City Manager
Attn: Craig Freeman
200 N. Walker Avenue, Suite 300
Oklahoma City, Ok 73102

OCWUT General Manager/Utilities Director

Attn: Chris Browning

420 W. Main Street, Suite 500

Oklahoma City, OK 73102

Oklahoma County

Brandi Mertens

321 Park Ave Suite 901

Oklahoma City, OK 73102

(405) 713-2380

16. This Amendment No. 7 and Renewal No. 5 may be renewed annually for additional one-year renewal terms, subject to the written agreement of the parties and annual appropriations. Any party may terminate this Agreement at any time by prior written thirty (30) day notice to the other parties or when it is determined to be in the best interest of any party to do so.
17. Unless renewed or earlier terminated, this Amendment No. 7 and Renewal No. 5 shall have become effective July 1, 2026, and will expire on June 30, 2027. Upon approval by the last party hereto, this Amendment No. 7 and Renewal No. 5 shall supersede all previous amendments, as to all duties and obligations performed between July 1, 2026, and June 30, 2027.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first written above.

APPROVED by the Board of County Commissioners, Oklahoma County this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY, OKLAHOMA

Jason Lowe, Commissioner, District 1

Brian Maughan, Commissioner, District 2

Paul Foster, Interim Commissioner, District 3

ATTEST:

County Clerk

APPROVED May as to form and legality this 19th day of _____, 2026.

Assistant District Attorney

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this _____ day of _____, 2026.

ATTEST:

**OKLAHOMA CITY WATER UTILITIES
TRUST**

SECRETARY

CHAIRMAN

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City this _____ day of _____, 2026.

ATTEST:

THE CITY OF OKLAHOMA CITY

CITY CLERK

MAYOR

REVIEWED for form and legality.

ASSISTANT MUNICIPAL COUNSELOR