

AMENDMENT NO. 5 AND RESTATED 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 FOR REQUESTED GRAFFITI ABATEMENT ON PUBLIC AND PRIVATE PROPERTY, IN AREAS OF OKLAHOMA CITY THAT ARE WITHIN OKLAHOMA COUNTY THROUGH JUNE 30, 2025.

This Amendment No. 5 to the Agreement (# _____) is entered on the ____ day of _____, 2024 ("Effective Date") 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 known as "the County" or "County", to the Agreement for the effective removal of trash, debris, brush, and overgrowth on public property, and requested graffiti abatement on public and private property with proper approvals, in areas of Oklahoma City that are within Oklahoma County.

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, Oklahoma County began providing these services in July 2021; 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 the 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

WHEREFORE, in mutual consideration of the duties and obligations set forth herein, the parties hereto agree as follows:

1. The County shall cause the removal of trash, debris, brush, and overgrowth up to 40 hours a week on public property in areas of Oklahoma city that are within Oklahoma County, and that have been identified for remediation by the OCWUT through its Contract Administrator or designee. The OCWUT shall identify standard routes and “hot spots” for routine trash removal, which shall be subject to modification by the OCWUT, and the OCWUT’s Contract Administrator or designee will timely bring those areas to the attention of the County for remediation.
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 or private property with proper approvals and permissions as requested by the OCWUT.
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 \$65.625 per hour for its Litter Control Crew to remove trash and litter from identified locations up to 40 hours a week, for a total not to exceed amount of \$136,500.00 per year. The OCWUT may request additional services up to an amount not to exceed \$100,400.00 per year for litter control that is beyond 40 hours a week and for graffiti removal as requested. The OCWUT shall pay \$35.375 per hour for a Graffiti Crew to perform graffiti removal and abatement upon request by OCWUT’s Contract Administrator or designee. The hourly rates for litter and graffiti removal services include costs for supervisory labor hours, equipment hours utilized, and consumables for services provided to the OCWUT by the program in a total program amount not to exceed \$236,900.00 per year.

5. The City of Oklahoma City Police Department staff shall obtain prior written consent from the owner(s), tenants, and/or occupants of any private property on which remediation of graffiti occurs by use of a Release of Liability, Authorization and Consent for Removal of Graffiti Form (Revised Attachment 1). Police Department staff will scan and archive digital copies of the original documentation.
6. At the end of each month that this Agreement is in effect, the County shall submit an Invoice to the OCWUT and an activity report consisting of the dates, type of work performed, equipment, and staff hours for each location for which services were provided. Monthly invoices shall be sent to the OCWUT's Management Specialist, Carrie Whitlock, by email at carrie.whitlock@okc.gov or by mail at:

The City of Oklahoma City
Solid Waste Division
Attn: Carrie Whitlock
11501 N. Portland
Oklahoma City, OK 73120

7. In all cases where practical, the County shall preserve evident 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 OCWUT's Contract Administrator within 10 days from capture.
8. This Agreement is subject to the availability of OCWUT and County funds and OCWUT and County fiscal year limitations.
9. The County shall not be responsible or liable for the acts or omissions of the OCWUT, nor shall the OCWUT be responsible for the acts or omissions of the County. It is further understood that both the OCWUT and the County enjoy certain exceptions and immunities from liability for community service participants. Nothing in this Agreement shall be construed as waiving any legal defense provided or available to the parties under any federal, state, or other law.
10. Any Notices shall be sent to the parties as follows:
City of Oklahoma City

City Manager
Attn: Craig Freeman
200 N. walker, Suite 300
Oklahoma City, Ok 73102

OCWUT General Manager/Utilities Director
Attn: Chris Browning
420 W. Main, Suite 500
Oklahoma City, OK 73102

Oklahoma County
Brandi Mertens
7105 S. Anderson Rd.
Oklahoma City, OK 73150
(405) 713-2380

11. The amended term of this Agreement is May 25, 2021, through June 30, 2022. This Agreement may be renewed for four additional years in one-year increments, if agreed upon by the parties hereto and subject to annual appropriation. Either party may terminate this Agreement at any time by prior written (30 days') notice to the other party or when it is determined to be in the best interest of either party to do so.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is agreed that this Amendment No. 5 shall modify, amend, and restate the Agreement between the parties as set forth above.

Except as modified and amended herein, the terms and conditions of the Agreement continue to be binding upon the Parties. In the event of any inconsistency between the terms of this Amendment No. 5 and the terms of the Agreement, the terms of this Amendment No. 5 shall control.

NOW, THEREFORE, in mutual consideration herein described and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Effective July 1, 2024, the removal of trash, debris, brush, and overgrowth portion of the agreement be managed by OCWUT Solid Waste Division and graffiti removal managed by the Police Department. Monthly invoices for graffiti abatement should be forwarded to the Police Department for review and approval of any expenses. Upon approval, Solid Waste Management will send invoices to Carrie Whitlock for payment.
2. Shine must send their activity report for the month and invoice to the Utilities Procurement group. Procurement then sends the activity report and invoice to Solid Waste for review and approval.
3. Shine must provide daily crew assignments, including specific locations to be worked by email to the City of Oklahoma City's representative (Field Operations Supervisor) at the beginning of each workday. Shine must turn in daily log sheets identifying City Contracted locations worked that day (within one business day).
4. Except for pre-established routes, Shine must notify the City of Oklahoma City's representative (Field Operations Supervisor) by email of any locations they receive, excluding graffiti, prior to commencing work. Requests for graffiti removal will continue to be referred to Shine from the OKC Police Department.
5. SHINE is prohibited from depositing waste into the roll-off container that was not generated from operations related to this contract.

FUTHERMORE, except as modified and amended herein, all other terms and provisions of the Agreement No. 5 remain in full force and effect and are binding on the Parties. In the event of any conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement, the provisions of this Amendment No. 5 will control.

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

[SIGNATURES FOLLOW ON NEXT PAGES]

APPROVED by the Board of County Commissioners, Oklahoma County this _____
day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA**

Carrie Blumert, Commissioner, District 1

Brian Maughan, Commissioner, District 2

Myles Davidson, Commissioner, District 3

ATTEST:

County Clerk

APPROVED as to form and legality this _____ day of _____, 2024.


Assistant District Attorney

APPROVED by the Oklahoma City Water Utilities Trust (OCWUT) this _____ day of _____, 2024.

OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:

APPROVED by the Mayor and Council of the City of Oklahoma City this _____
day of _____, 2024.

THE CITY OF OKLAHOMA CITY

ATTEST:

City Clerk

Mayor

APPROVED as to form and legality.

Assistant Municipal Counselor

County Request No. 522

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

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: 07/02/2024 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - SHINE Oklahoma City FY25

RECEIVED

JUL 03 2024

CIVIL DIVISION
DISTRICT ATTORNEY

Jessica Clayton, Chief Deputy D2

County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 7/3/24

Jessica Clayton
Assistant District Attorney