

County Request No. 342

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.

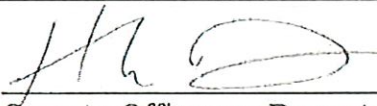
All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, 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: 05/23/2024 Department: JJC

State the nature of the legal request: _____

Please review and approve the Contractual Renewal between the BOCC of OK County on behalf of OCJB and Waste Connections of Oklahoma, who shall provide Solid Waste/Trash Pickup Service six times per week for the OK County Juvenile Center, located at 5905 N. Classen Court, OKC 73118. Requisition 12500146/Detention/\$10951.20 and 12500147/Bureau/\$5896.80, not to exceed \$16,848, has been issued to Waste Connections of OK. This Agreement renewal is effective July1, 2024 -June 30, 2025, contingent upon encumbrance of funds. Requested by Hannah Dix, Juvenile Bureau Director.

RECEIVED
MAY 24 2024
CIVIL DIVISION
DISTRICT ATTORNEY


County Officer or Department Director

Reply of District Attorney's Office: _____

Renewed

Date of Reply: 5/28/24 
Assistant District Attorney

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD MAINTENANCE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of July 2024.

BETWEEN the COUNTY: The Board of County Commissioners of the
County of Oklahoma
320 Robert S. Kerr, Rm. 101
Oklahoma City, Oklahoma 73102

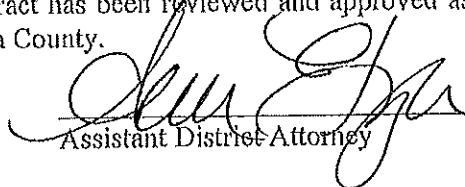
on behalf of: Juvenile Bureau -- (County Department)
Contact Person: Estabraq Al-Adhami, Maintenance Superintendent
Telephone Number: (405) 713-6497

and the VENDOR: WASTE CONNECTIONS OF OK
Address: 4625 S. Rockwell Avenue
Oklahoma City, OK 73179
Contact Person: Erik Smallwood (ERIKS@WCNX.ORG)
Telephone Number: (405) 745-2942

For the following maintenance or services:

Solid Waste Disposal for the Oklahoma County Juvenile Justice Center located at 5905
Classen Court, OKC, OK 73118. See attached for specifics.

This Contract is a Renewal X, New _____ Contract.
This contract has been reviewed and approved as to form and legality by the District Attorney,
Oklahoma County.


Assistant District Attorney

5/28/24
Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 4 pages.

ARTICLE 1
MAINTENANCE/SERVICES

The Vendor shall supply the following maintenance/services as required by the Contract and Bid Specifications: Waste Connections of OK agrees to provide labor and materials to complete the following services as described below:

1) Solid Waste Disposal/Trash Pick Up Services for 3 - 8 Yard Containers Six Times per Week for the Oklahoma County Juvenile Bureau, located at 5905 N. Classen Court, Oklahoma City, Oklahoma 73118.

ARTICLE 2
INSURANCE/LIABILITY

The Vendor agrees to maintain liability and Workers' Compensation insurance to cover the acts of Vendor and his employees or agents regarding any services rendered pursuant to this contract. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act. The Vendor agrees to indemnify and hold harmless the County for any negligent acts of Vendor in the performance of this Contract.

Waste Connections of OK, maintains a \$1,000,000.00 general/auto liability policy, as well as complete worker's compensation coverage on all of its employees.

ARTICLE 3
TERM OF CONTRACT AND RENEWAL

This contract shall commence on July 1, 2024 and shall terminate on June 30, 2025. The contract is renewable for an additional fiscal year upon approval of both parties.

Unless terminated earlier, this Contract will automatically terminate at the end of the current fiscal year (June 30) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the Vendor a 30-day written notice of termination. It is further agreed the County may terminate this Contract immediately if the Vendor fails to provide services in accordance with this contract or in any way breaches any of the provisions of the Contract.

ARTICLE 4
CONTRACT AMOUNT

The County shall pay the Vendor for the maintenance/services of this as follows:

Total Cost of Contract not to exceed \$16,848.00.

Payment to be made in 12 equal monthly payments of \$1,404, due upon receipt of billing statements indicating the work performed. If this contract is canceled before June 30, 2025, customer agrees to pay for all services actually rendered at the above rates.

ARTICLE 5
MISCELLANEOUS PROVISIONS

ARTICLE 6
BLANKET PURCHASE ORDER

This contract is null and void unless the amount of the contract has been encumbered by the Oklahoma County Clerk. Upon approval of this contract, a Blanket Purchase Order Number will be issued by Oklahoma County as set out below.

ARTICLE 7
LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S.A. Section 1500 et. seq., 19 O.S.A. Section 1 and 62 O.S.A., Section 430.1.

APPROVED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.:



Hannah Dix, Director
Oklahoma County Juvenile Bureau

Chairman

Member

Member

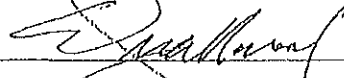
APPROVED as to form and legality this _____ day of _____

Assistant District Attorney

ATTEST:

County Clerk

VENDOR: Waste Connections of OK

By:  5/14/24

ERIK SMALLWOOD

Requisition Number _____
Blanket Purchase Order Number _____



=====
 Bill To Requisition 12500147-00 FY 2025
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK
 73118
 Acct No:
 UNDEFINED ACCOUNT.
 Review:
 Buyer: 6065jjvallee
 Status: Created
 Page 1
 =====

Vendor Ship To
 WASTE CONNECTIONS OF OKLAHOMA INC JUVENILE JUSTICE BUREAU
 4625 S ROCKWELL AVE 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73179-6415 OKLAHOMA CITY, OK 73118

Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/13/24	003013				Juvenile Justice Bureau

LN	Description / Account	Qty	Unit Price	Net Price
001	Blanket-DA Contract for Services - Solid Waste/Trash Pick Up Service for FY25, Six Pickups Per Week for the Juvenile Center (Bureau-35%). Approved at the ? BOCC Meeting.	5896.80	1.00000	5896.80
		EACH		

Ship To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

Requisition Link Requisition Total 5896.80

***** General Ledger Summary Section *****
 Account Amount Remaining Budget