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County Request No. 69

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: 2-20-25 Department: D3

State the nature of the legal request: form & legality

Revised Agreement

RECEIVED	RECEIVED	RECEIVED
FEB 20 2025	FEB 21 2025	FEB 25 2025
CIVIL DIVISION DISTRICT ATTORNEY	CIVIL DIVISION DISTRICT ATTORNEY	CIVIL DIVISION DISTRICT ATTORNEY
	<u>S. M. [Signature]</u>	
	County Officer or Department Director	

Reply of District Attorney's Office: _____

What is meant by "completion of initial work" as stated in Section 5.2? Is this monthly billing with payment in arrears?

Date of Reply: 2/21/25 [Signature]
Assistant District Attorney

Section 5.2 language is inconsistent w/ county intent to have monthly billing & payment in arrears per 2/21/25 email & is an unconstitutional extension of credit

Revised 2/25/25

AT 2/24/25

Shuterra Roadside Right-of-Way Integrated Vegetation Management (IVM) Maintenance Service Agreement

1. Contract Title and Parties Involved

This Agreement is entered into as of February 15th, 2025 (the "Effective Date"), by and between **Shuterra, LLC**, an Oklahoma-based company ("Service Provider"), and **Oklahoma County**, located at **320 Robert S. Kerr Ave. Ste 203 Oklahoma City OK 73102** ("Client"). This Agreement sets forth the terms and conditions under which Shuterra will provide Integrated Vegetation Management (IVM) maintenance services to the Client's roadside right-of-way for an annual flat rate per road mile, ensuring acceptable vegetation conditions as specified within.

2. Background and Purpose

This agreement outlines the terms and conditions under which Shuterra will provide Integrated Vegetation Management (IVM) maintenance services to maintain the roadside right-of-way for the Client. Shuterra will provide maintenance services at a guaranteed annual flat rate per road mile, ensuring that roadside conditions meet acceptable standards throughout the contract period.

3. Scope of Services

3.1 Services Provided

- **Vegetation Management Maintenance:** Services include mowing, herbicide applications, and other vegetation control methods necessary to maintain acceptable roadside conditions as defined by this agreement.
- **Frequency and Schedule:** Maintenance activities will be conducted based on an agreed-upon schedule, considering seasonal growth patterns, weather, and other factors affecting vegetation growth.
- **Scope of Coverage:** The IVM services and acceptable conditions apply only to the specific road miles outlined in this agreement. Shuterra is not responsible for vegetation management or maintaining conditions on road miles outside the contract scope.
- **Infrastructure Repair or Replacement:** Shuterra will be responsible for any repairs or replacements to road infrastructure, signage, guardrails, or drainage systems affected by vegetation management maintenance services.
- **Initial Assessment and Continuous Monitoring:** Upon execution of the contract, Shuterra will conduct a comprehensive initial vegetation assessment of the agreed-upon road miles. This assessment will document the existing vegetation conditions to

Shuterra Roadside Right-of-Way Integrated Vegetation Management (IVM) Maintenance Service Agreement

establish a baseline and ensure that all areas meet the required standards for contract commencement. Additionally, Shuterra will provide continuous monitoring throughout the contract term to ensure that the right-of-way remains within acceptable conditions. Regular site inspections and assessments will be conducted, with adjustments made as necessary to maintain compliance with agreed standards.

- **No Spray Zones:** In situations where a section of road mile is designated as a No Spray Zone, Shuterra will mechanically manage the designated area. The Client is responsible for informing Shuterra of any No Spray Zones prior to the commencement of services or as soon as these zones are identified.
- **Aerial Operations for Small Treatment Areas:** When reasonable and the treatment area is less than 1 acre at a designated location, Shuterra Aerial Operations may be used to control roadside right-of-way areas. This approach is intended to increase efficiency and minimize on-ground impact. Aerial treatment will be performed in compliance with all relevant regulations and safety protocols.

3.2 Excluded Services The following services are not included in this contract unless specifically added by amendment:

- **Debris Removal:** Removal of non-vegetative debris, including litter, large rocks, fallen branches from storm damage, or any other non-vegetative waste obstructing the right-of-way.
- **Waste Removal and Disposal:** Disposal of hazardous materials, large debris, or any waste materials resulting from incidents like vehicle accidents or illegal dumping.
- **Tree Removal and Major Brush Clearing:** Removal of trees, large bushes, or woody plants over 3" in diameter that may require specialized equipment.
- **Emergency Services:** Services required outside regular maintenance activities due to unforeseen events such as severe storms, floods, or other natural disasters.
- **Road or Traffic Control:**
- Special Management of traffic or provision of road control measures during maintenance activities is not included.

These exclusions help clarify Shuterra's scope of work and can be added as separate services if needed, subject to a separate agreement and pricing.

3.3 Definition of Acceptable Conditions

- **Initial Condition Requirement:** The vegetation in the agreed-upon road miles must meet the acceptable conditions defined below at the commencement of this contract. Shuterra's responsibility under this agreement will only begin if the right-of-way is already in compliance with these standards. If the conditions do not meet these standards initially, corrective measures must be taken by the Client or through a separate agreement before this contract can commence.

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- **Vegetation Height:** Vegetation in managed areas will not exceed 16 inches on a continuous average. While individual patches may temporarily exceed this height, the overall vegetation height across the agreed-upon miles will consistently average 16 inches or lower.
 - **Clearance and Visibility:** Critical visibility zones, such as those near signage, intersections, and curves, will be maintained to ensure clear sight lines for drivers and pedestrians.
 - **Invasive Species and Brush Control:** Regular control measures will target invasive species and brush to prevent encroachment on roadways and public areas within the contracted road miles.
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4. Term and Renewal

4.1 Initial Term

- The initial term of this agreement shall commence on the date of signed agreement above and conclude on June 30th 2025..

4.2 Renewal

- This agreement may be renewed annually upon mutual consent of both parties, with terms and rates subject to revision based on performance and market conditions.
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5. Payment Terms

5.1 Annual Flat Rate

- The Client agrees to pay Shuterra an annual flat rate of \$350.00 per road mile for comprehensive Integrated Vegetation Management (IVM) services provided under this agreement. The IVM service encompasses initial assessments, continual assessments, herbicide applications, mowing, reporting, and other necessary maintenance activities. Service timing will vary depending on optimal weather conditions and other environmental factors.

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5.2 Payment Terms

Total Annual maintenance agreement amount \$17,500 . A Purchase order will be issued for the agreement amount. Shuterra will invoice monthly after completion of work described in scope of services section 3.1. Invoices due 30 days of invoice date.

5.3 Payment

Total Agreement Amount: \$17,500.00

6. Responsibilities of the Parties

6.1 Responsibilities of Shuterra

- **Service Delivery:** Provide the services specified in the scope, using qualified personnel and equipment.
- **Compliance:** Ensure that all services comply with applicable laws and regulations regarding vegetation management, including herbicide applications.
- **Reporting:** Supply periodic reports on the condition of the managed roadside and services performed, as specified in **Section 9**.

6.2 Responsibilities of the Client

- **Access and Cooperation:** Provide Shuterra with necessary access to the roadside areas covered under this agreement.
 - **Communication:** Promptly communicate any issues or concerns regarding vegetation management needs.
 - **Payments:** Make timely payments as per the payment schedule outlined in **Section 5**.
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7. Performance Standards and Guarantees

7.1 Standards

- Shuterra agrees to maintain vegetation in a condition that meets or exceeds the standards described in **Section 3.2**.

7.2 Guarantee

- Shuterra guarantees the service quality as outlined. If Shuterra fails to meet the acceptable vegetation standards, they will provide corrective services at no additional cost within 30 days.
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8. Risk Management and Liability

8.1 Insurance

- Shuterra shall maintain liability insurance, including coverage for herbicide applications, to protect both parties in the event of damages arising from service activities.

8.2 Liability Limits

- Shuterra's total liability under this contract shall not exceed the total amount paid by the Client in the contract year, except in cases of gross negligence or willful misconduct.
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9. Monitoring and Reporting

9.1 Regular Monitoring

- Shuterra will perform regular inspections to monitor vegetation conditions and ensure compliance with standards.

9.2 Reporting Schedule

- Reports shall be provided bi-annual, detailing:
 - **Condition Assessment:** Current state of vegetation.
 - **Services Completed:** Record of activities performed since last reporting period.
 - **Planned Services:** Scheduled services for the following period.

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9.3 Reporting Unacceptable Vegetation Conditions

Reporting Unacceptable Conditions

- **Electronic Client Portal:** The Client is required to use Shuterra's designated electronic client portal to report any unacceptable right-of-way vegetation conditions that do not meet the standards defined in Section 3.3. This ensures efficient communication and proper tracking of reported issues.
- **Reporting Details:** Reports should include a description of the unacceptable condition, the specific location, and any supporting photos if available as requested in the portal.

Assistance with the Client Portal

- **Support Contact:** For further explanation or assistance with accessing or using the client portal, the Client should contact their designated Shuterra Account Manager.
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10. Termination and Cancellation

10.1 Termination for Cause

- Either party may terminate this agreement with written notice of at least 60 days if the other party materially breaches the agreement and fails to cure such breach within 30 days after receiving notice.

10.2 Termination for Convenience

- Either party may terminate this agreement for convenience with 60 days written notice. Termination for convenience is subject to a prorated payment based on services completed to the termination date.

10.3 Effect of Termination

- Upon termination, Shuterra shall cease all services, and the Client shall pay any outstanding balance for services rendered up to the termination date.
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11. Dispute Resolution

11.1 Mediation and Arbitration

- **Mediation Requirement:** In the event of a dispute arising under this Agreement, both parties agree to first seek resolution through mediation. The mediation will be facilitated by a mutually agreed-upon mediator.

12. Confidentiality

- Both parties agree to maintain confidentiality, to the extent allowed by "The Open Records Act" regarding all proprietary information disclosed during the term of this contract and for a period of two years after termination.

13. Miscellaneous Provisions

13.1 Entire Agreement

- This contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or negotiations.

13.2 Amendments

- Any amendments to this agreement must be made in writing and signed by both parties.

13.3 Force Majeure

- Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including natural disasters, government restrictions, or other unforeseen events.

SIGNATURES

BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY

**Shuterra Roadside Right-of-Way Integrated Vegetation
Management (IVM) Maintenance Service Agreement**

APPROVED by the Board of County Commissioners this _____ day of _____.

CHAIRMAN: _____

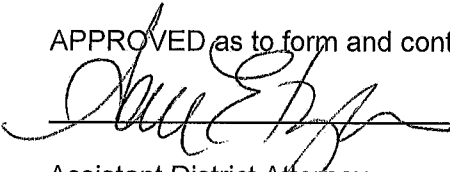
MEMBER: _____

MEMBER: _____

ATTEST:

Maressa Treat, County Clerk

APPROVED as to form and content this 25 day of Feb



Assistant District Attorney

Shuterra, LLC Representative:

Signature: _____

Name: Carla Bonner

Title: Account Manager

Date: _____