

AMENDMENT NO. 2 AND RESTATED AGREEMENT BETWEEN THE CITY OF OKLAHOMA CITY 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, 2022

This Amendment No. 2 and restated Agreement is made and entered into the ____ day of _____, 2022, by and between The City of Oklahoma City, a municipal corporation, hereinafter referred to as “the City” or “City,” 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, from 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 to increase the budget by \$54,600 per year and the frequency for litter control services up to 40 hours a week; increase the budget by \$20,400 for graffiti removal and additional litter control services that exceed 40 hours a week; and to modify Agreement language to reflect current graffiti abatement consent practices specifying that the graffiti abatement consent forms (Revised Attachment 1) shall be obtained and archived by City Police Department staff, and revising the activity report data and photograph requirements; and

WHEREAS, the County began providing these services in July 2021; and

WHEREAS, staff determined a need to extend the expiration of the first contract year from May 24, 2022 to June 30, 2022 to provide for a full 12-month contract period and to align the contract term with the City of Oklahoma City’s fiscal year; 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 City through its Contract Administrator or designee. The City shall identify standard routes and “hot spots” for routine trash removal, which shall be subject to modification by the City, and the City’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 City.
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 City 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 City may request additional services up to an amount not to exceed \$50,400.00 per year for litter control that is beyond 40 hours a week and for graffiti removal as requested. The City shall pay \$35.375 per hour for a Graffiti Crew to perform graffiti removal and abatement upon request by City'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 City by the program in a total program amount not to exceed \$186,900.00 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 City 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 City's Contract Administrator, Aubree Atherton, by email at aubree.atherton@okc.gov or by mail, at:

The City of Oklahoma City
Planning Department
Attn: Management Specialist Aubree Atherton
420 West Main, Suite 900
Oklahoma City, OK 73102

7. 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 City's Contract Administrator within 10 days from capture.

8. This Agreement is subject to the availability of City and County funds and City and County fiscal year limitations.
9. The County shall not be responsible or liable for the acts or omissions of the City, nor shall the City be responsible for the acts or omissions of the County. It is further understood that both the City 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:

The City of Oklahoma City
Planning Department, Attn: Aubree Atherton
420 West Main, Suite 900
Oklahoma City, OK 73102
(405) 297-2498

Oklahoma County District 2
Attn: 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. 2 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. 2 and the terms of the Agreement, the terms of this Amendment No. 2 shall control.

[SIGNATURES FOLLOW ON NEXT PAGES]

APPROVED by the Board of County Commissioners, Oklahoma County this _____
day of _____, 2022.

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

Carrie Blumert, Commissioner, District 1

Brian Maughan, Commissioner, District 2

Kevin Calvey, Commissioner, District 3

ATTEST:

County Clerk

APPROVED as to form and legality this _____ day of _____,
2022.

Assistant District Attorney

APPROVED by the Mayor and Council of the City of Oklahoma City this _____ day of _____,
2022.

THE CITY OF OKLAHOMA CITY

ATTEST:

City Clerk

Mayor

APPROVED as to form and legality.

Assistant Municipal Counselor

REVISED ATTACHMENT 1
RELEASE OF LIABILITY, AUTHORIZATION AND CONSENT
FOR REMOVAL OF GRAFFITI BY
THE CITY OF OKLAHOMA CITY AND/OR OKLAHOMA COUNTY

I, the undersigned, state that I am the owner, tenant and/or otherwise authorized person lawfully responsible for the following described property¹:

Address _____

Zip Code _____

Name of Business _____

Phone Number _____

I hereby consent and authorize the City of Oklahoma City (City) and/or Oklahoma County (County), their agents, volunteers and/or other persons utilized by the City and/or County, which may be comprised of offenders sentenced by the Courts to perform Community Service who will be supervised by the Oklahoma County SHINE program, to enter upon the property and remove or otherwise abate any and all graffiti on any building and/or other structures on this property. (*Graffiti is defined as, without limitation, any letter, word, name, number, symbol, slogan, message, drawing, picture, writing, or other mark of any kind visible to the public that is drawn, painted, chiseled, scratched, or etched on a rock, tree, wall, bridge, fence, gate, building or other structure. This definition does not include advertising or any other letter, word, name, number, symbol, slogan, message, drawing, picture, writing, or other mark of any kind lawfully placed on property by the owner of the property, or an occupant of the property, or by an authorized agent for such owner or occupant.*)

I understand that removal of graffiti from my property may consist of painting over the graffiti, or in the event graffiti is removed from brick or stone structures on my property, the removal may be performed by high pressure washing and/or sandblasting, which procedures could damage the structure of my property; I also understand that the paint to be used to mask the graffiti may not match the existing color scheme of my structure(s); nevertheless, I consent to removal of graffiti from my property by these processes. I hereby release and hold harmless the City and County and any and all of their respective volunteers, officers, employees, and agents from any damages that may occur from the entry upon my property and/or any acts or omissions that occur during the course of this work. Furthermore, I understand that the City and/or County offers this service at no cost to me as the property owner and that the provision of this service does not constitute admission of liability or responsibility on the part of the City or County for graffiti removal. Should it be determined who is responsible for the presence of the graffiti on said property, I authorize the City to recover the costs of the work performed to remove or mask the presence of the graffiti from the party responsible and assign any recovery for the cost of said graffiti removal or masking to the City.

This written consent authorizes the City and/or County to remove any and all graffiti existing on the property on the date indicated below and any and all graffiti which may exist on the property at any time in the future unless and until I provide written notice rescinding this consent to the Oklahoma City Police Department (OCPD) Graffiti Abatement Coordinator, at 700 Colcord Drive, Oklahoma City, OK 73102. This notice of rescission will become effective upon receipt by the City and/or the County. Questions may be directed to the OCPD Graffiti Abatement Coordinator at 297-1187.

Signature _____

Date _____

Property Owner(s) Name (Printed) _____

Signature _____

Date _____

Occupant/Tenant Name(s) (Printed) _____

¹ Consent is required by the occupant or tenant of said property in the event the property is occupied by someone other than the owner.