



#458

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 06 / 22 / 22

COUNTY DEPARTMENT MAKING REQUEST: JJC

**STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:**

Please review and approve the Contractual Agreement between the Board of County Commissioners of Oklahoma County and Waste Connections of Oklahoma, who shall provide Solid Waste/Trash Pickup Services, six times per week for the Oklahoma County Juvenile Justice Center located at 5905 N. Classen Court, Oklahoma City, OK 73118. Requisition 12300632, not to exceed \$15,552, has been issued to Waste Connections of Oklahoma, contingent upon encumbrance of funds. Requested by J'me Overstreet, Juvenile Bureau Director.

had to be split.

Reg 12300632 (10,108.80/Det) 12300704 (5,443.20/B)

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

J'me Overstreet  
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: \_\_\_\_\_

REPLY BY DISTRICT ATTORNEY: \_\_\_\_\_

Reviewed 9/23/22

DAVID PRATER  
DISTRICT ATTORNEY

By: \_\_\_\_\_

[Signature]



OKLAHOMA COUNTY, OKLAHOMA  
BOARD OF COUNTY COMMISSIONERS

STANDARD MAINTENANCE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1<sup>st</sup> day of July 2022

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 \_\_\_\_\_, New X Contract.  
This contract has been reviewed and approved as to form and legality by the District Attorney,  
Oklahoma County.

 6/23/22  
Assistant District Attorney 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, 2022 and shall terminate on June 30, 2023. 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 \$15,552.00**

Payment to be made in 12 equal monthly payments of \$1,296.00, due upon receipt of billing statements indicating the work performed. If this contract is canceled before June 30, 2023, 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.

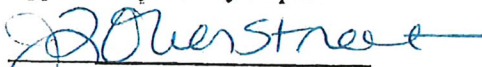
ARTICLE 7  
LEGAL AUTHORITY

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.:



Tim Overstreet, Director  
Oklahoma County Juvenile Bureau

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Assistant District Attorney

ATTEST:

\_\_\_\_\_  
David B. Hooten, County Clerk

VENDOR: Waste Connections of OK

By: 

Requisition Number \_\_\_\_\_

Blanket Purchase Order Number \_\_\_\_\_

ERIK SMALLWOOD

6/21/22



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Edgewood Partners Insurance Center  
5909 Peachtree Dunwoody Road  
Suite 800  
Atlanta GA 30328

CONTACT  
NAME: Certificate Unit

PHONE  
(A/C, No, Ext): 404-781-1700

FAX  
(A/C, No):

E-MAIL  
ADDRESS: certificate@epicbrokers.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22687

INSURER B: Indemnity Insurance Company of N A

43576

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Waste Connections of Oklahoma, Inc.  
3 Waterway Square Place, Suite 110  
The Woodlands, TX 77380

## COVERAGES

CERTIFICATE NUMBER: 1836362881

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72492547	8/1/2021	8/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25544717	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C67816389 (AOS) WLR C67816420 (CA, MA)	8/1/2021 8/1/2021	8/1/2022 8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE - EA EMPLOYEE \$1,500,000 E.L. DISEASE - POLICY LIMIT \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Oklahoma County Department  
5905 Classen Court  
Oklahoma City OK 73118

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Belinda M. O'Brien*

Bill To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118	Requisition 12300632-00 FY 2023  Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065jjvallee Status: Created	Page 1
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Vendor WASTE CONNECTIONS OF OKLAHOMA INC PO BOX 679859  DALLAS, TX 75267-9859	Ship To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118
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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
06/22/22	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 FY 23. Six pick ups per week for the Juvenile Center. (Detention 65%)	10108.80 EACH	1.00000	10108.80

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 10108.80

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
Account

Amount Remaining Budget



Bill To JUVENILE JUSTICE BUREAU 5905 N. CLASSEN COURT SUITE 202 OKLAHOMA CITY, OK 73118	Requisition 12300704-00 FY 2023  Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065jjvallee Status: Created
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Page 1

Vendor WASTE CONNECTIONS OF OKLAHOMA INC PO BOX 679859  DALLAS, TX 75267-9859	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	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 FY 23, Six pick ups per week for the Juvenile Center. Reference Incomplete Req 12300632 was for the total, but needed to be split between 2 budget codes. (Bureau 35%)	5443.20 EACH	1.00000	5443.20

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

5443.20

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*  
 Account

Amount Remaining Budget