

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 RETROACTIVELY FROM JULY 1, 2024, THROUGH JUNE 30, 2025.

This Amendment No. 5 to the Agreement (OCWUT00052) is entered 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 also referred to as “the County” or “County”, 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.

WITNESSETH:

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

WHEREAS, Oklahoma City has encumbered funds for invoices and payment of services related to removal of graffiti on public or private property and removal of trash, debris, brush, and overgrowth from “hot spots” up to 40 hours a week on public property in areas of Oklahoma City that are within Oklahoma County; and

WHEREAS, the parties wish to renew the Agreement and the City staff recommends utilizing OCWUT as a party to administrate the Agreement on behalf of the City and in accordance with the Oklahoma City Contract Administrator defined herein.

NOW, THEREFORE, in consideration of the mutual covenants, premise, and agreements hereinafter set forth, it is agreed that this Amendment No. 5 and Restated Agreement shall modify, amend, and restate the Agreement, and all previous amendments thereto between the parties as set forth above, to read as follows:

1. OCWUT shall identify standard trash SHINE routes for which for the removal and disposal of trash and debris. From time to time, Oklahoma City Police Department shall identify graffiti removal sites and Oklahoma City Solid Waste Management Division will identify “hot spots” for routine trash and debris removal and disposal, which graffiti removal sites and “hot spots” shall be subject to modification by the Oklahoma City Contract Administrator. The Oklahoma City Contract Administrator will timely bring those routes, “hot spots,” and sites to the attention of the County and request remediation. The County shall cause the removal and disposal of trash, debris, brush, and overgrowth services and the graffiti removal services. The removal and disposal of trash, debris, brush, and overgrowth services and the graffiti removal services must be in areas of Oklahoma City that are within Oklahoma County. The County shall cause removal and disposal of trash, debris, brush, and overgrowth services and the graffiti removal services that have been identified for remediation by the Oklahoma City

Contract Administrator or designee, up to 40 hours a week, and such additional hours as specifically authorized by the Oklahoma City Contract Administrator or designee.

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.
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 community service litter control crews to remove and dispose of trash and litter from identified SHINE locations up to 40 hours a week. OCWUT may request additional services for trash and litter removal and disposal from identified SHINE locations that are beyond 40 hours a week for an estimated cost of \$166,900.00 per year as requested. The OCWUT shall pay \$35.375 per hour for a graffiti crew to perform graffiti removal and abatement estimated at \$20,000.00 per year upon request by the Oklahoma City Police Department. The hourly rates for trash, debris, brush, and overgrowth removal and disposal services and graffiti removal services includes the cost for supervisory labor hours, equipment hours utilized, and consumables for services provided by the program.
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), which is attached hereto and incorporated herein by reference. Police Department staff will scan and archive digital copies of the original documentation and provide a copy to the Oklahoma City Contract Administrator.
6. The Oklahoma County SHINE program will be responsible for providing daily crew assignments, including site specific locations for services by email to the Oklahoma City Utilities Department Field Operation Supervisor, **Derald Ross Jr.**, by email at **derald.ross1@okc.gov** at the beginning of each workday.

7. The Oklahoma County SHINE program will have one business day to email the Oklahoma City Utilities Department Field Operation Supervisor a daily log sheet identifying Oklahoma site specific locations worked at for each day.
8. Except for pre-established SHINE locations, the Oklahoma County SHINE program must notify the Oklahoma City Field Operations Supervisor by email of any requested locations for trash, debris, brush, and overgrowth removal and disposal services they receive outside of those requested by OCWUT or the Oklahoma City Contract Administrator, prior to commencement. Requests for graffiti removal will continue to be referred by the Oklahoma City Police Department.
9. Participants of the Oklahoma County SHINE program are prohibited from depositing waste into the roll-off container that was not generated from operations related to this Amendment No.5 and Restatement.
10. Submission and approval of invoices.
 - a. At the end of each month that this Amendment No. 5 and Restated Agreement is in effect, the County shall submit monthly invoices and activity reports for graffiti removal services to the Oklahoma City Police Department for review, verification, and approval. Upon the approval of the Oklahoma City Police Department, each invoice will be sent to the Solid Waste Division who will process the invoices for payment.
 - b. Monthly invoices for graffiti removal services shall be sent to Oklahoma City Police Department to Lieutenant James “Max” Watson, by email at james.watson@okc.gov or by mail at:

Oklahoma City Police Department
Attn: James Watson
700 Colcord Drive
Oklahoma City, OK 73102
 - c. At the end of each month that this Amendment No. 5 and Restated Agreement is in effect, the County shall submit monthly invoices for trash, debris, brush, and overgrowth removal and disposal services to the Oklahoma City Contract Administrator with an activity report consisting of the dates, type of work performed, equipment, and staff hours for each location for which services were

provided. Upon approval by the Oklahoma City Solid Waste Division, the Solid Waste Division will process the invoices for payment.

- d. Monthly invoices for trash, debris, brush, and overgrowth removal and disposal services shall be sent to the Oklahoma City Contract Administrator, Carrie Whitlock, otherwise known as OCWUT's Management Specialist, 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

- e. All invoices must be submitted within thirty (30) calendar days of the end of each month.
11. 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 Oklahoma City Contract Administrator within ten (10) days from capture.
 12. This Amendment No. 5 and Restatement is subject to the availability of Oklahoma City, and County funds and County fiscal year limitations.
 13. No party shall be responsible or liable for the acts or omissions of any other party, nor shall the OCWUT be responsible for the acts or omissions of the County. It is further understood that the parties each respectively 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.
 14. 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

15. This Amendment No. 5 and Restatement may be renewed yearly for additional one-year renewals, subject to the written agreement of the parties and annual appropriations. Any party may terminate this Agreement at any time by prior written thirty (30) day notice to the other parties or when it is determined to be in the best interest of any party to do so.
16. This Amendment No. 5 and Restatement shall have become effective retroactively to July 1, 2024, and will expire on June 30, 2025. Upon approval by the last party hereto, this Amendment No. 5 and Restatement shall supersede the Agreement and all previous amendments, as to all duties and obligations performed between July 1, 2024, and June 30, 2025.
17. Except as modified and amended herein, all other terms and provisions of the Amendment No. 5 and Restatement 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 shall control.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

APPROVED by the Board of County Commissioners, Oklahoma County this 24th day of July, 2024.

BOARD OF COUNTY COMMISSIONERS OKLAHOMA COUNTY, OKLAHOMA



Carrie Blumert, Commissioner, District 1



Brian Maughan, Commissioner, District 2

Myles Davidson

Myles Davidson, Commissioner, District 3

ATTEST:

Manana Just



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 13TH day of AUGUST, 2024.

OKLAHOMA CITY WATER UTILITIES TRUST

ATTEST:

Amy K. Simpson
Secretary

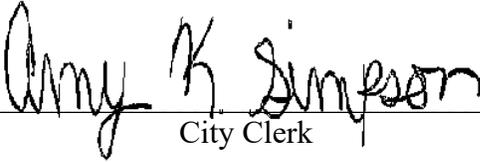


Joe Cook
Chairman

APPROVED by the Mayor and Council of the City of Oklahoma City this 13TH day of AUGUST, 2024.

THE CITY OF OKLAHOMA CITY

ATTEST:


City Clerk




Mayor

APPROVED as to form and legality.


Assistant Municipal Counselor