

**AMENDMENT NO. 1 AND RESTATED**  
**MEMORANDUM OF UNDERSTANDING**

This Amendment No. 1 and Restated Memorandum of Understanding (MOU) between the City of Oklahoma City (The City or City), and the Oklahoma City Water Utilities Trust (OCWUT), is entered into as set forth below by and between The City and OCWUT.

**RECITALS:**

**WHEREAS**, for this MOU, the entities listed above shall be known collectively as the Parties; and

**WHEREAS**, The City recognizes the importance of providing clean areas for the improvement and enhancement of the environment and declares the removal of graffiti, litter, debris, and overgrowth from public property to be a public purpose of The City; and

**WHEREAS**, The City has historically contracted with Oklahoma County's Shine Program (SHINE) to administrate the clean-up of litter, debris, and overgrowth on public property and graffiti removal through individuals engaged in community service; and

**WHEREAS**, The City has requested OCWUT administration further coordinate agreements between The City and Oklahoma County related to the SHINE program to coordinate clean-up efforts for the protection of the environment and integrity of The City; and

**WHEREAS**, during the administration of the agreement between OCWUT, the City, and Oklahoma County related to the SHINE program, staff has recognized an increased demand for clean-up services and the substantial need for an additional service provider to coordinate clean-up efforts when participants from the SHINE program are unable; and

**WHEREAS**, The City has encumbered funds for invoices and payment of services related to removal of graffiti on public 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**, services performed under the agreement between OCWUT, the City, and Oklahoma County related to the SHINE program depend on the availability and number of program participants; and

**WHEREAS**, with the fluctuation and availability of participants from the SHINE program, and the increased demand for clean-up services, staff recommends contracting with an additional service provider to supplement services that cannot otherwise be performed by SHINE; and

**WHEREAS**, The City and OCWUT wish to establish an MOU and continue participation in the SHINE program by utilizing OCWUT to coordinate clean-up efforts and administer accounting services between The City and Oklahoma County, related to the SHINE program, and any supplemental agreements with additional service providers.

**NOW, THEREFORE**, the Parties agree as follows:

**1. PURPOSE AND GENERAL TERMS**

- a. The purpose of this MOU is to contract with OCWUT to administer the current agreement between OCWUT, The City, and Oklahoma County related to the SHINE program as well as administrating agreements with additional service providers related to the coordination of clean-up efforts for the protection of the environment and the integrity of The City.
- b. The City is responsible for funding its participation in the SHINE program between Oklahoma County and The City.
- c. The City is responsible for funding its participation in supplemental agreements with service providers related to the clean-up of litter, debris, and overgrowth on public property and graffiti removal.
- d. The City staff will identify clean-up locations for SHINE and any additional service provider to remove and dispose of trash and debris along trash hauler routes.
- e. OCPD shall be responsible for identifying graffiti removal sites and coordinating any graffiti removal sites.
- f. The OCWUT General Manager or designee, shall be the point of contact for the City Departments and contact SHINE and any additional service provider to coordinate the removal and disposal of trash, debris, brush, and overgrowth services and graffiti removal services.

**2. TERM**

This MOU shall apply retroactively from July 1, 2024, and shall continue through June 30, 2025.

### **3. FUNDING SOURCE**

- a. The City has transferred funding to OCWUT, which will be held in escrow in the amount of \$245,098.00, which shall be used solely for the purposes herein incorporated. Any funds not spent within the term will automatically roll over to the following term upon the renewal of this MOU or will be returned to The City following termination or expiration.
- b. OCWUT shall administrate the payment to the County of \$65.625 per hour for its program participants' performing in litter control crews to remove and dispose of trash and litter from identified SHINE locations up to 40 hours a week from City funds transferred hereunder.
- c. 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.
- d. OCWUT shall only use the remaining funding to pay the additional service providers contracted for services that cannot otherwise be performed by SHINE.

### **4. OCWUT OBLIGATIONS**

- a. OCWUT shall administrate the processing of all SHINE and any additional service provider invoices for trash, debris, brush, and overgrowth removal and disposal services of trash hauler routes each month upon approval by the OCWUT General Manager or designee. Upon approval from the OCWUT General Manager or designee, each invoice will be sent to OCWUT Financial Services at [ww-finance-paybles@okc.gov](mailto:ww-finance-paybles@okc.gov) to process and distribute payments.
- b. OCWUT shall administrate the processing of all SHINE and any additional service provider invoices for graffiti removal upon review and approval of the OCPD and send each invoice to the OCWUT General Manager or designee. Upon approval from the OCWUT General Manager or designee, each invoice will be sent to OCWUT Financial Services at [ww-finance-paybles@okc.gov](mailto:ww-finance-paybles@okc.gov) to process and distribute payments from transferred City funds.

### **5. OCPD OBLIGATIONS**

- a. OCPD shall identify graffiti removal sites on public property and request their removal by contacting the OCWUT's General Manager or designee.

- b. OCPD staff will scan and archive digital copies of the original documentation and provide a copy to the OCWUT General Manager or designee.

## **6. CITY OBLIGATIONS AND RENEWAL**

This MOU may be renewed annually upon mutual agreements of The City and OCWUT and the encumbrance and transfer of funds as provided herein.

## **7. NOTICE**

- a. **Official communications to the Oklahoma City Police Department regarding this MOU shall be directed to:**

Oklahoma City Police Department  
Attn: James Watson  
700 Colcord Drive  
Oklahoma City, OK 73102  
[james.watson@okc.gov](mailto:james.watson@okc.gov)

- b. **Official communications to the City of Oklahoma City regarding this MOU shall be directed to:**

City Manager  
Attn: Craig Freeman  
200 N. Walker Avenue, Suite 300  
Oklahoma City, OK 73102

- c. **Official communications to the Oklahoma City Water Utilities Trust regarding this MOU shall be directed to:**

General Manager  
Attn: Chris Browning  
420 W. Main Street, Suite 500  
Oklahoma City, OK 73102

## **8. MISCELLANEOUS**

- a. This MOU shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.
- b. This MOU may be amended by written agreement of all the Parties hereto.
- c. The City Manager of The City or designee is authorized to exercise any right or duty of The City under this MOU.
- d. The Parties warrant that they can fulfill their obligations under this MOU and that their signatories can bind them under the MOU terms.

- e. The Parties shall fulfill their responsibilities under this MOU based on available resources and need, as determined by their authorized agents.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

**APPROVED** by the Council and signed by the Mayor of The City of Oklahoma City this  
22ND day of APRIL, 2025.

**ATTEST:**

**THE CITY OF OKLAHOMA CITY**

Amy K Simpson  
CITY CLERK



David Holt

**APPROVED** by the Trustees and signed by the Chairman of the Oklahoma City Water  
Utilities Trust this 8TH day of APRIL, 2025.

**ATTEST:**

**OKLAHOMA CITY WATER UTILITIES  
TRUST**

Amy K Simpson  
SECRETARY



Joe Couch

**REVIEWED** for form and legality.

Heather Green

ASSISTANT MUNICIPAL COUNSELOR