

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as set forth below among The City of Oklahoma City (The City or City), and the Oklahoma City Water Utilities Trust (OCWUT).

RECITALS:

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

WHEREAS, the Parties recognize the importance of providing clean areas for the improvement and enhancement of the environment; and

WHEREAS, The City has historically contracted with Oklahoma County's Shine Program (SHINE) for the clean-up of litter, debris, and overgrowth on public property and graffiti removal; and

WHEREAS, The City Planning Department recommended OCWUT manage further agreements between The City and Oklahoma County (the County) related to the SHINE program to coordinate clean-up efforts for the protection of the environment and integrity of The City; and

WHEREAS, The 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 the County; and

WHEREAS, the Parties wish to establish an MOU and continue participation in the SHINE program by utilizing OCWUT as a party to administrate agreements between the County and The City, related to the SHINE program, as provided for herein.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE AND GENERAL TERMS

- a. The purpose of this MOU is to allow OCWUT to administrate the current agreement between The City and the County related to the SHINE program and coordinate clean-up efforts for the protection of the environment and integrity of The City.

- b. The City is responsible for funding its participation in the SHINE program between the County and The City.
- c. OCWUT General Manager, or designee, shall identify standard locations for SHINE to remove and dispose of trash and debris along trash hauler routes.
- d. Oklahoma City Police Department (OCPD) shall be responsible for identifying graffiti removal sites and coordinating any graffiti removal sites.
- e. The OCWUT General Manager, or designee, shall be the point of contact for The City Departments and contact SHINE for coordinating the removal and disposal of trash, debris, brush, and overgrowth services and the graffiti removal services.

2. TERM

This MOU shall apply retroactively from July 1, 2024, and shall continue for as long as the Parties mutually agree upon.

3. FUNDING SOURCE

- a. The City has transferred funding to OCWUT in the amount of \$245,098.00 which shall be used solely for the purposes herein incorporated.
- b. 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.
- c. OCWUT may request additional services for trash and litter removal and disposal from identified trash hauler routes that are beyond 40 hours a week for an estimated cost of \$166,900.00 per year as requested.
- d. 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 OCPD.

4. OCWUT OBLIGATIONS

- a. OCWUT shall coordinate amongst The City, OCPD, the County, and SHINE through the OCWUT General Manager, or designee, to administrate the communication to SHINE for the removal and disposal of trash, debris, brush, and overgrowth services and the graffiti removal services.
- b. OCWUT shall administrate the processing of all SHINE 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 to process and distribute payments.

- c. OCWUT shall administrate the processing of all SHINE 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 to process and distribute payments.

5. OCPD OBLIGATIONS

- a. OCPD shall identify graffiti removal sites and request their removal by contacting OCWUT's General Manager, or designee.
- b. OCPD 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 OCWUT General Manager, or designee.

6. CITY OBLIGATIONS

The City shall continue to fund the annual County SHINE program costs for the amount of the agreement otherwise agreed upon by the County and The City.

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

- 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 the 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.

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APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 13TH day of AUGUST, 2024.

ATTEST:

**OKLAHOMA CITY WATER UTILITIES
TRUST**

Amy K. Simpson
SECRETARY



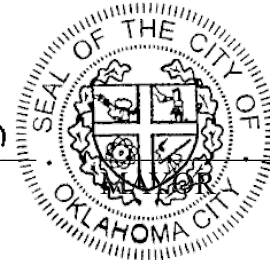
Joe Cook

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

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
CITY CLERK



David Holt

REVIEWED for form and legality.

Heather Green
ASSISTANT MUNICIPAL COUNSELOR