DATE: March 4, 2020
FROM: Megan L. Blackford
Assistant Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Brooks Grease Service, Inc.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of Tulsa County on behalf of the Tulsa County Juvenile Bureau and Brooks Grease Service, Inc. for pumping and cleaning of grease traps and grease removal at the Tulsa County Family Center for Juvenile Justice, located at 500 West Archer, Tulsa, Oklahoma.

Respectfully submitted for your approval and execution.

MLB

SUBMITTED FOR: The March 9, 2020 BOCC meeting agenda.
Tulsa County Family Center for Juvenile Justice

500 W. Archer
Tulsa, OK 74103

Toni Kizer, Director Accounts Payable
918-596-5839
tkizer@tulsacounty.org

Ron Peters
Chairman, Tulsa County Board of County Commissioners

James G. Rea
Digitally signed by James G. Rea
Date: 2020.03.04 10:42:46 -06'00'

03/09/2020

CMF# 20200547

BROOKS GREASE SERVICE, INC.
3104 N Erie Ave
Tulsa, OK 74115
918-836-1772

APPROVED
03/09/2020

NON-HAZARDOUS WASTE

GREASE TRAP AND GREASE REMOVAL AGREEMENT

CUSTOMER PHYSICAL LOCATION

Business Name
Tulsa County Family Center for Juvenile Justice

Street Address
500 W. Archer

City
Tulsa
State
OK
Zip
74103
Email
cpumphrey@tulsacounty.org

Contact Name
Christine Pumphrey
Contact Title

CUSTOMER MAILING & PROPRIETOR INFORMATION

Business Name
Tulsa County

Street Address or PO Box
500 S Denver Ave

City
Tulsa
State
OK
Zip
74103
Owner Name
Tulsa County Board of County Commissioners
on behalf of the Tulsa County Juvenile Bureau

Financial Responsibility Contact
Toni Kizer, Director Accounts Payable
Phone
918-596-5839
Fax

SERVICE SPECIFICATIONS

Description of Service
Pump & Clean Grease Trap

Trap Size (Gallons)
2 x 2,000 gallons

Service Interval(s) – No of Days
Quarterly

Price
$ 960 per service

Grease Removal

Barrel Size

Service Schedule

Price

Grease Removal

5

Monthly

$ 300 annually

SERVICE EFFECTIVE DATE: 2-28-2020

Additional Instructions/Comments

This agreement can be terminated by a 30 day notice from either party.

I HAVE READ AND UNDERSTAND THAT THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT:

Customer

Authorized Signature

Print Name

Chairman, Tulsa County Board of County Commissioners

Date
03/09/2020

Contractor

BROOKS GREASE SERVICE, INC.

Authorized Signature

Rusell Castille

Date
2/28/2020

Attest:
Michael Willis, County Clerk

Approved as to form:
James G. Rea
Digitally signed by James G. Rea
Date: 2020.03.04 10:42:46 -06'00'
TERMS AND CONDITIONS OF SERVICE AGREEMENT

TERM. Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's waste cooking grease and/or clean Grease Trap as warranted below for an initial term of one year from the effective service date through June 30, 2021 (initial term). This agreement may be extended for one additional year term by written agreement of the two parties.

It is agreed by Customer and Company that the actual damages to be sustained by Company for Customer's breach of the Grease Trap/cooling-oil removal service provisions of this Agreement are uncertain and difficult to ascertain. It is further agreed that the sum of $3.00 per day per service provided for each location where Company collects spent oil for the remainder of the term of this Agreement is reasonable compensation for such breach. Customer hereby promises to pay upon demand, and Company hereby agrees to accept such sum as liquidated damages and not as a penalty in the event of such breach.

WASTE MATERIALS. Customer warrants that the waste materials delivered to Contractor will not contain hazardous, toxic or radioactive wastes or substances as defined by applicable federal, state, local or provincial laws or regulations.

RESPONSIBILITY FOR EQUIPMENT. The equipment furnished by Contractor hereunder shall remain the property of Contractor, and Customer shall have no interest in such equipment. Customer shall be responsible for all loss or damage to the equipment except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Customer shall not overload (by weight or volume), more or alter the equipment, and shall use the equipment only for its proper and intended purpose. On collection day, Customer shall provide unobstructed access to the equipment. If the equipment is inaccessible, Customer will be notified, and any additional collection service or attempt to provide such service shall be charged as an "extra pick-up."

PAVEMENT DAMAGE. Contractor shall not be responsible for damage to Customer's pavement or other driving surface resulting from the weight of Contractor's vehicles. However, Contractor shall be liable to Customer for damage to Customer's pavement, other driving surfaces and other property due to Contractor's negligent or reckless conduct.

MISCELLANEOUS. If any conflicts exist in this Agreement between terms which are printed and those which are typed or written, the typed or written language shall govern. This agreement shall be binding on the parties and their successors and assigns. The representations, warranties and indemnifications contained herein shall survive the termination of this agreement. Interpretation and enforcement of this agreement shall be under Oklahoma law. Venue for any litigation shall be in the state or federal courts in Tulsa, County, Oklahoma.

Customer acknowledges that the form and terms and conditions of this Agreement are the confidential and proprietary information of the Company, and Customer agrees not to disclose or reveal such confidential information to any third party, except that this provision does not apply to information in the public domain or information required to be disclosed by law.