

County Request No. 495

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 06/24/2026 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - Project initiation Agreement with OG&E for new jail site

RECEIVED

JUN 24 2026

CIVIL DIVISION
DISTRICT ATTORNEY

Brandi Mertens, Chief Deputy D2
County Officer or Department Director

Reply of District Attorney's Office: _____

Date of Reply: 6/25/2026

Isa Etko
Assistant District Attorney

Received
OK

PROJECT INITIATION AGREEMENT

Property Owner _____ (“Applicant”)

Business Partner ID _____

OG&E Representative Cody McIlwain (“OG&E Representative”)

Location 1901 E Grand Blvd. OKC, OK (“Service Location”)

Note: Applicant must be property owner or their legal representative.

Applicant has requested electric service at the Service Location. Oklahoma Gas & Electric Company (“OG&E”) has agreed to provide electric service at the Service Location, however, to deliver the requested electric service, OG&E will need to perform engineering, design, procurement, vegetation management, permitting, property acquisition and/or construction work (“Work”).

To perform the Work, OG&E needs certain representations and warranties from the Applicant regarding the Work and the Service Location.

Therefore, Applicant agrees as follows (“Agreement”):

1. This Agreement shall become effective following Applicant’s signature below and will continue until the date Permanent Electric Service (defined below) is first rendered to the Service Location. Following expiration of this Agreement, Applicant shall continue taking electric service under OG&E’s published Terms & Conditions of Service, or other contract document executed between the parties.
 - a. **Permanent Electric Service** means OG&E has completed all the Work necessary to make available electric service and a meter has been set at the Applicant’s point of interconnection.
2. If this Agreement is terminated or cancelled at any time for any reason, if Applicant abandons its efforts to establish Permanent Electric Service, or if Applicant does not make an application for an account with OG&E within sixty (60) days from the date Permanent Electric Service has been made available to the Service Location, Applicant will reimburse OG&E for all actual expenses associated with the Work required to serve the Service Location.
 - a. Abandonment of efforts shall be deemed to have occurred if Applicant is at any time unable to proceed in a timely manner, as determined by OG&E in its sole discretion, with the Work or process necessary to obtain Permanent Electric Service at the Service Location.
3. Applicant represents and warrants that the information it has provided to OG&E to date, including but not limited to the amount of electric service requested and Applicant provided site plans, are complete and accurate.
 - a. Once this Agreement becomes effective, changes to either the requested electric service or site plans are not guaranteed and may require additional Work and financial obligations from Applicant.
 - b. Site plans are defined as the architectural document that serves as a readable map of the proposed building site. Site plans should include property lines, grade, structural elements, setbacks, retaining walls, driveways, utility placement, sidewalks, and electrical one line diagram that includes Main Disconnect Panel and all subpanel electrical load.

- c. Applicant may request changes to either the requested Permanent Electric Service or site plan by submitting such request in writing to OG&E Representative. Within thirty (30) business days of receipt, OG&E shall review the request and advise of the impact of such changes to the Applicant and provide an amendment to this Agreement, if necessary.
- 4. Except to the extent that a liability for such costs or expenses is limited or prohibited by an applicable law, in the event Applicant fails to remit any payment that comes due under this Agreement, Applicant shall, in addition to the amounts due, reimburse OG&E, for all internal and external costs associated with pursuing the outstanding debt. This includes, but is not limited to administrative expenses, staff time dedicated to collection efforts, fees or expenses incurred due to use of a third-party collection agency, correspondence costs, court costs, and reasonable attorneys' fees and legal expenses regardless of whether there is a lawsuit.
- 5. All information provided by OG&E and related to the Work, including but not limited dates of completion, shall be for informational purposes only and shall not be binding upon OG&E. All Work is subject to availability of deliverable generation capacity and the necessary materials and labor required to perform the Work.
- 6. Applicant warrants and represents that it is the owner of the Property or the legal representative of such owner and that it has full authority to enter into this Agreement and to obligate itself to the transactions and obligations contemplated hereby. Applicant further warrants and represents that the individual executing this Agreement has the full power and authority to bind property owner to the terms hereof and have been authorized to do so by such property owner.

_____ ("Applicant")

Signature: _____

Name & Title (if applicable): _____

Date: _____