County Request No. 33

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 priviledge. Opinions that are privileged should not be disclosed to anyone or the priviledge 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: 07/15/2026 Department: District 2

State the nature of the legal request:

Review as to legality and form - Service Agreement between OG&E and the Board of County Commissioners of Oklahoma County

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RECEIVED

JUL 15 2026

CIVIL DIVISION
DISTRICT ATTORNEY

Brandi Mertens, Chief Deputy D2

County Officer or Department Director

Reply of District Attorney's Office: approved to form & legality

Date of Reply: 7/15/2026

Assistant District Attorney

ELECTRIC SERVICE
AGREEMENT-POLITICAL SUBDIVISION

THIS ELECTRIC SERVICE AGREEMENT including all exhibits, schedules, addenda or any other attachments hereto ("Agreement") is made and entered into by and between the OKLAHOMA GAS AND ELECTRIC COMPANY (hereinafter called "Company") and BOARD OF COUNTY COMMISIONERS OF OKLAHOMA COUNTY, (hereinafter called "Consumer"). Company and Consumer may each be referred to as "Party" and together "Parties".

WHEREAS Consumer has requested electrical service from Company for use in connection with 1901 E GRAND BLVD OKC OK 73129 ("Service Location").

WHEREAS Company has agreed to sell Consumer electricity at the Service Location, however, before Company can deliver the electricity requested at the Service Location, it will need to perform engineering, design, procurement and/or construction work ("Work").

WHEREAS, Consumer is a political subdivision of the State of Oklahoma subject to Article 10, Section 26 of the Oklahoma Constitution, and the Parties intend that this Agreement comply with all applicable constitutional and statutory limitations;

WHEREAS, in consideration for the costs associated with the Work ("Cost to Serve"), Consumer agrees to purchase electrical service from Company pursuant to the terms and conditions of this Agreement.

Therefore, Parties agree as follows:

1. **Requested Electrical Service** The electric service to be delivered to Consumer under this Agreement is for a maximum demand of 7881.6 kilowatts (kW) and of a character commonly known as 480 volts, 3 phases 4-wire solidly grounded wye of approximately 60 hertz (with reasonable variation in voltage and frequency in either direction allowed) (the "Maximum Demand"). For power factors less than 100%, kW will need to be reduced, accordingly, to avoid exceeding the Maximum Demand. The service will be billed as Service Level 5
2. **Changes to Maximum Demand**.
    a. In determining ability and cost to serve the Service Location, the Company is relying upon this Maximum Demand.
    b. Company makes no representation regarding serving the Maximum Demand if the Consumer's highest billed demand does not maintain the Maximum Demand throughout any six (6) consecutive month period.
    c. Prior to an increase to Consumer's Maximum Demand, Consumer will make a written request to the Company. Company will review the request and may require additional information about the Consumer, further review and/or studies, additional contract documents, additional financial obligations and/or impose additional Technical and Operational Requirements (as defined in this Agreement) of Consumer. An increase to Maximum Demand is not guaranteed. Requests to increase the Maximum Demand require at least sixty (60) days to review. If Company agrees to increase Consumer's Maximum Demand, Parties will enter into additional contract documents to reflect the amended relationship.
        i. Consumer shall be responsible for damage to any equipment caused by or related

to an unauthorized increase in Maximum Demand or resulting from any misrepresentation of identity, false or misleading information related to the request for service, or for any misrepresentation in the Purpose.

ii. If there is an increase in the amount of electricity being used at the Service Location beyond the Maximum Demand ("Unauthorized Increase"), Company may disconnect service. According to the Rules on Electricity, OAC 165:35, disconnection will be taken to avoid the adverse effect of the Unauthorized Increase on the service of other customers and to correct a condition that is posing a safety hazard to the equipment of Company. Reconnection of service following disconnection for an Unauthorized Increase may require the payment of a service fee pursuant to the Standard Terms and Conditions of Service. Furthermore, repeated Unauthorized Increases may lead to permanent disconnection of service and/or this Agreement may be terminated.

d. The obligations of this section shall survive the termination of this Agreement and shall continue for so long as Consumer has a Service Account.

3. **<u>Description of Amount and Nature of Consumer's Load.</u>**
A 652,135-square-foot county correctional facility.

4. **<u>Billed Rates</u>**. While the Consumer receives electric service from the Company, Consumer will be billed according to the applicable Tariff (as defined by Okla.Admin.Code 165:35-1-2), which takes into consideration the Purpose, in effect at the time electrical service is delivered. The Consumer agrees to pay the billed amount. Rates and charges for electric service may change due to any applicable Tariff or regulatory requirements, including those that come into effect after the Effective Date of this Agreement.

5. **<u>Technical and Operational Requirements</u>**.

a. To safeguard Company's equipment and ensure no adverse effects on other customers, Consumer agrees to satisfy all Technical and Operational Requirements (defined below) of the Company or from any applicable Tariff including any modifications to and/or new Tariffs.

i. Operational Requirements are defined as essential capabilities, associated requirements, performance measurements, generational requirements (including the cost to add generation), and any process or series of actions required to affect desired results, requirements, or capabilities.

ii. Technical Requirements are defined as standards that a system or software must follow. This includes security, architectural and functionality requirements.

b. Consumer shall be responsible for providing, owning, installing, and maintaining its electrical system, equipment, and process designed to operate and conform with all applicable standards and codes including, but not limited to, IEEE-519-2014, and any successor IEEE standards. In addition, the Consumer will operate its equipment to meet IEEE-1453-2012 guidelines as measured with an IEEE compliant flicker meter at the point of common coupling ("PCC").

c. In consideration for Company's Cost to Serve, except as when used as a back-up source for electric services during an emergency or outage, Consumer shall not use or engage behind the meter generation for more than ten percent (10%) of the Service Location's energy needs for the duration of this Agreement.

d. The obligations of this section shall survive the termination of this Agreement and shall continue for so long as Consumer has a Service Account.

6. **Conditions for Construction/Installation**. If Consumer fails to satisfy any conditions or requirements given to Consumer by Company for construction and/or installation of Company-owned equipment, Company reserves the right to immediately stop work until such time as the deficiency is resolved. Consumer shall also be responsible for any damage or harm incurred by Company because of Consumer's failure to abide by any provided conditions or requirements. These obligations shall survive the termination of this Agreement and shall continue for so long as Consumer has a Service Account.
7. **Deliverable Generation Capacity**. Company's ability to provide electric service to Consumer is contingent upon (I) Company performing engineering and design, including but not limited to studies performed by the Southwest Power Pool ("SPP") to confirm transmission system capabilities and identify any upgrades that may be required; (ii) construction and placement into service of any identified transmission system upgrades; and (iii) confirmation that sufficient generation capacity is available and deliverable to the Company's transmission system to meet Consumer's Maximum Demand. Any associated upgrade costs resulting from Company's efforts to support deliverable generation capacity will be the Consumer's responsibility and may require Parties to enter additional contract documents and may require a contribution in aid of construction ("CIAC") payment from Consumer that is in addition to any previously paid CIAC.
8. **Service Account Required**. In addition to the terms of this Agreement, as part of the application for electric service, Consumer will contact Company and obtain a service account for the Service Location ("Service Account").
9. **Rights of Way**. At any time during this Agreement, Company may be required to obtain rights of way for the Service Location or the facilities necessary to serve the Service Location. This Agreement and Company's ability to serve the Service Location is contingent upon Company being able to secure the necessary rights of way to the Service Location for its facilities at a cost which, in its sole judgment, is acceptable. In the event the cost of the right of way is, in Company's sole opinion, not acceptable, Consumer shall be required to pay costs more than that amount which Company determines to be acceptable. If Consumer does not remit payment pursuant to this section within thirty (30) days of Company making such request, this Agreement will be eligible for termination upon written notice from Company.
10. **Additional Contract Documents.** The purpose of this Agreement is to allow Company to perform Work to provide electrical service to the Service Location. Once the Work has been performed, and before electrical service may be delivered to Consumer at the Service Location, Parties may be required to execute additional contract documents to reflect the terms and conditions of receiving electrical service. Unless otherwise agreed to by Company, Consumer's failure to execute any additional contracts within thirty (30) days of receipt will be deemed a termination of this Agreement.
11. **Load Reduction Program**. ***Select as many as are applicable.***

    ☐ Consumer is electing to participate in the Standard Pricing Schedule: LR: Load Reduction Rider.

    ☐ Consumer is electing to participate in Company's Direct Load Control Program available under the Standard Pricing Schedule: LR: Load Reduction Rider. **Eligibility requirements exist.

    ☒ Consumer is **not** participating in Load Reduction.

*Consumer may, in the future, participate pursuant to the terms and conditions of the Standard Pricing Schedule: LR: Load Reduction Rider or other applicable Tariff(s).

12. **CIAC.**
    a. Consumer is remitting $0.00 to Company a Contribution in Aid of Construction (CIAC). If after completion of load studies, engineering design and construction estimates, a determination is made that a CIAC will be required , Consumer will be advised acoordinly. Time is of the essence with respect to Consumer's obligation to provide any required CIAC to Company.
    b. Consumer's failure to remit the CIAC in a form acceptable to the Company within thirty (30) days from the Effective Date of this Agreement shall be treated as a termination of this Agreement. Such cancellation shall be effective from the date that Company has provided written notice of Consumer's default. Provided, however, that Company may, in its sole discretion, elect to extend the thirty (30) day period referenced in this paragraph. No extension shall be effective unless it is in writing and signed by the Parties.
13. **Service Levels.**
    a. Consumer will follow all Tariff requirements for the service level applicable to the Service Location.
14. **Term & Termination.**
    a. Subject to Company's Terms and Conditions of Service and rules and regulations of any regulatory authority having jurisdiction, this Agreement shall become effective on the last signature date set forth below ("Effective Date") and remain in effect for one calendar year from effective date (The initial Term), unless terminated earlier pursuant to the terms herein. This Agreement shall automatically renew for successive one-year terms until a total of 20 years have elapsed following the date Permanent Electric Service (defined below) is first rendered hereunder. Each renewal term is subject to the availability of lawfully appropriated funds, and nothing contained herein shall be construed to create a debt of Consumer in violation of Article 10, Section 26 of the Oklahoma Constitution. Following expiration or termination of this Agreement, Consumer will continue to receive service under applicable Tariffs.
        i. ***Permanent Electric Service*** means Company has completed installation of all Company-owned electrical infrastructure, according to the Consumer's chosen service level, in order to make service available to the Consumer at the Service Location, such that the only remaining work to be completed is (1) to install any required facilities to connect and test Consumer's owned facilities at the point of interconnection, which requires the Consumer to have their facilities available at the point of interconnection, unless described otherwise, by Company, in writing and (2) installation of any Company-owned metering facilities following the request of such installation by the Consumer.
    b. If Consumer, at any time, is unable to proceed in a timely manner with the work or process necessary to establish electrical service at the Service Location, including, but not limited to the execution of any other contractual document required, Company reserves the right to cancel this Agreement following a thirty (30) day notice to cure. While Company's right to cancel may be executed at its sole discretion pursuant to this subsection, Company shall refrain from exercising its right herein so long as Consumer is utilizing commercially reasonable efforts.
    c. **Effect of Termination.**

i. If this Agreement is terminated at any time for any reason or Consumer does not obtain a Service Account for permanent facility operations, which excludes temporary service for construction power, with Company within three months from the date Permanent Electric Service has been made available by Company to the Service Location, Consumer will reimburse Company for all actual expenses associated with the Work required to serve Consumer's facility located at the Service Location described in this Agreement. These expenses include but are not limited to the engineering costs, costs of obtaining easements, material costs, material cancellation costs, and construction labor.

ii. If Company elects to cancel this Agreement, Consumer will be responsible for any actual expense Company has incurred prior to the effective date of cancellation.

iii. Termination of the Agreement shall not affect Company's exclusive right to provide electrical service to Consumer at the Service Location for any future electrical service needs using its Tariffs.

iv. Notwithstanding the foregoing, Consumer's obligations in this section (Effect of Termination) shall be limited to amounts lawfully appropriated and available for such purpose during the then-current fiscal year, and no provision of this Agreement shall be constructed as creating debt or obligation in violation of applicable law. In the absence of sufficient appropriated funds, Consumer may terminate this Agreement without further liability beyond the amounts previously appropriated and incurred.

v. In addition to those obligations with express survival language, upon expiration or termination of the Agreement, the obligations which by their nature are intended to survive expiration or termination of the Agreement shall survive.

15. **Title & Ownership**. Company shall retain all right, title and interest to any items associated with the expansion of Company's electric system as contemplated in the Agreement including but not limited to materials, services, easements purchased, acquired or obtained by Company in connection with this Agreement. In addition, ownership and control of all such items of expansion shall always remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

16. **Governing Law and Authority**.

a. To protect the reliability and resiliency of its electrical system, and subject to all applicable laws, rules or regulations, Company reserves its right to limit service or disconnect service if Consumer breaches this Agreement.

b. This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma excepting its laws regarding conflicts of law. Any suit, claim or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Oklahoma County, Oklahoma. The Parties hereby agree to the exclusive jurisdiction of and venue in such courts and the Parties expressly and irrevocably waive any objections to such exclusive jurisdiction and venue. In the event of any dispute relating to this Agreement, the Parties agree that they shall first attempt to resolve the dispute via informal negotiations before initiating any legal proceeding.

c. Nothing contained herein shall be construed as affecting in any way the right of Company to unilaterally make application to the Corporation Commission of Oklahoma and/or the Arkansas Public Service Commission or to any other regulatory agency having jurisdiction, as applicable, for a change in rates, charges, classification, service, terms or conditions, or any rule, regulation or contract relating thereto, during the term of this

Agreement, Company shall, upon the effective date of any order or rule resulting from such application, bill Consumer on the basis of such change and Consumer agrees to pay such amount billed reflecting such change.

d. Parties agree to comply with all applicable provisions and respective amendments of Federal and State laws, rules and regulations, ordinances, judicial decisions, and executive orders, in performance of this Agreement.

17. **Notice**. All notices or communications relating to this Agreement shall be in writing and sent to the addresses identified by the Parties below via internationally recognized delivery service or certified United States mail with delivery confirmation for all such methods. Either Party may change its notice address by providing written notice of such change to the other Party.

18. **Miscellaneous.**

a. Except as required by law, including the Oklahoma Open Records Act, Parties agree that all terms and conditions of this Agreement, including its existence and the amounts payable hereunder, are confidential and shall not be disclosed to any third party without the prior written consent of the other party, except as required by law or as permitted in this Agreement. Consumer shall not issue any public announcement, press release, or other public statement concerning or relating to this Agreement or the transactions contemplated hereby (each, a "Public Statement") without Company's prior written approval. Consumer shall provide Company with a copy of any proposed Public Statement at least three (3) business days prior to the proposed release date. This provision shall survive termination of this Agreement, and except to the extent disclosure is required by applicable law.

b. The person signing this Agreement on behalf of a Party represents and warrants that that he or she is a duly authorized representative of that Party and that he or she has express authority to sign this Agreement on behalf of that Party. This Agreement may be executed in counterparts each of which so executed shall be deemed an original and constitute one and the same agreement.

c. In no event shall Company be liable for any special, exemplary, indirect or consequential losses or damages, including loss of use, loss of production, cost of capital, loss of goodwill, lost revenues or loss of contracts, even if Company has been advised of the possibility of such damages.

d. All payments required under this Agreement are intended to be made solely from legally available current revenues and are not intended to constitute a multi-year financial obligation. However, any liability of Consumer arising from damage to Company facilities or property caused by Consumer or its agents shall constitute a present obligation of Consumer at the time such damage occurs, and not a contingent or future indebtedness.

e. All information provided and related to the construction or modification of Company facilities shall be for informational purposes only and shall not be binding upon Company.

f. Consumer shall remain subject to applicable Tariffs, including the Terms and Conditions of Service, however, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements, conditions, or representations. The recitals of this Agreement are hereby incorporated by reference and are made a part as though set forth at length herein. Should a conflict arise between this Agreement and any Tariff, it will be resolved in favor of the Tariff.

g. Unless specifically defined herein, capitalized terms shall have the meanings assigned to them under the applicable Tariff, including the Standard Terms and Conditions of Service, and in the event of a conflict or inconsistency with any defined terms the applicable Tariff will apply.

h. The rights and obligations of the Consumer under this Agreement may not be sold, assigned, or otherwise transferred without written approval from the Company.

This Agreement shall not be binding or effective nor shall it constitute or be deemed to evidence a contract, agreement, arrangement or understanding between the Parties unless and until this Agreement has been executed by the Company.

CONSUMER	**OKLAHOMA GAS AND ELECTRIC COMPANY**
By: ______________________________ Signature (Authorized Representative)	By: ______________________________ Signature (Authorized Representative)
Date:	Date: ________________________
Print Name:	Print Name: ________________________
Title:	Title: ____________________________
Address:	Address: __________________________

OG&E Internal Use Only:

Account Exec____________________ All, Exp.___________ CTS__________ Service Level____