

County Request No. 364

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: 05/22/2026 Department: District 2

State the nature of the legal request: _____

Review as to legality and form - Memorandum of Understanding between the Metropolitan Library Commission and the Board of County Commissioners of Oklahoma County

RECEIVED

MAY 22 2026

**CIVIL DIVISION
DISTRICT ATTORNEY**

Brandi Mertens, Chief Deputy D2

County Officer or Department Director

Reply of District Attorney's Office: _____

*Reviewed
OK*

Date of Reply: 5/20/2026

[Signature]
Assistant District Attorney

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE METROPOLITAN LIBRARY COMMISSION OF OKLAHOMA
COUNTY AND OKLAHOMA COUNTY**

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2026, by and between The Metropolitan Library Commission of Oklahoma County, (hereinafter referred to as “the MLC” or “MLC”), and Oklahoma County, Oklahoma (hereinafter referred to as “the County” or “County”).

WITNESS:

WHEREAS, the Metropolitan Library System of Oklahoma County is a public government entity and institution, established by state law; and

WHEREAS, the Metropolitan Library System of Oklahoma County operates as a public library system funded primarily by ad valorem taxes and is governed by the twenty-seven (27) member MLC; and

WHEREAS, the twenty-seven (27) members of the MLC represent each municipality with a library or library extension located within its boundaries. The Mayor of Oklahoma City, an Oklahoma County Commissioner, and the Library’s Executive Director also serve as members of the MLC.

WHEREAS, Oklahoma County has established the Oklahoma County SHINE (Start Helping Neighborhoods Everywhere) Program to make central Oklahoma a better, safer, and cleaner place to live by deploying volunteer and community service resources in an organized manner to provide beautification services and save taxpayer dollars; and

WHEREAS, the County desires to utilize certain dumpsters that are leased by MLC for limited clean-up projects.

WHEREAS, the MLC has determined that it is in the best interest of MLC to enter into a MOU with the County for the provision of providing dumpsters for the Oklahoma County SHINE Program.

WHEREAS, MLC has an agreement with Green for Life or GFL Environmental (“GFL”), formerly known as WCA, whereby MLC leases dumpster(s) and receives waste removal services.

WHEREAS, The parties intend to enter into this MOU to set forth their mutual understanding as to the nature and scope of the use of dumpster(s), and the allocation of costs and risks related thereto.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I.

Terms of Memorandum of Understanding

- A. The term of this MOU shall be for one (1) year commencing on July 1, 2026 and continuing through June 30, 2027.
- B. Either party may terminate this MOU at any time by providing thirty (30) days' advance written notice to the other party. Termination shall not relieve the County of its obligation to reimburse MLC for any Additional Fees incurred prior to termination.
- C. MLC hereby grants the County non-exclusive, revocable right to utilize MLC's dumpsters for the disposal of ordinary, non-hazardous waste ("Acceptable Waste")
- D. For purposes of this MOU, Acceptable Waste shall mean and include construction and demolition waste or municipal solid waste that is not "Nonconforming Waste."
- E. The County, by and through its service provider, shall not deposit, place or cause to be deposited into any MLC dumpster any Nonconforming Waste, which shall mean any and all hazardous radioactive, volatile, highly flammable, industrial, explosive, toxic or hazardous waste, pathological, infectious or biological waste, tires or other material prohibited by applicable law or GFL. The County shall be solely responsible for ensuring that materials deposited in the MLC dumpsters comply with applicable laws, regulations and disposal requirements.
- F. The County will utilize a workforce comprised exclusively of justice-involved individuals sentenced by the Courts to perform Community Service who will be supervised by the Oklahoma County SHINE Program. Also whenever possible, the County will use justice-involved individuals sentenced to perform Community Service by the Oklahoma City Municipal Court for the SHINE Program.
- G. This MOU reflects a good faith understanding of the parties regarding the use of MLC's dumpsters, nothing herein is intended to create a partnership, joint venture or agency relationship between the parties.
- H. This MOU is governed by the laws of the State of Oklahoma.

ARTICLE II. Compensation

- A. If MLC incurs additional fees, surcharges, penalties, damages or disposal costs ("Additional Fees") during the period of this Agreement that MLC determines, in its sole discretion, are as a result of the County's use of the MLC dumpsters, including but not limited to excess weight charges, contamination fees, Nonconforming Waste charges, or additional hauling fees, MLC may invoice the County for such additional expenses. The County agrees to reimburse MLC for such charges within thirty (30) days of receipt of the

invoice. MLC shall provide the County with a copy of the GFL invoice reflecting such additional charges.

- B. This MOU is subject to the availability of MLC and County funds and MLC and County fiscal year limitations.

**ARTICLE III.
Limitations of Liability**

The County shall not be responsible or liable for the acts or omissions of the MLC, nor shall the MLC be responsible for the acts or omissions of the County. It is further understood that both the MLC and the County enjoy certain exceptions and immunities from liability for community service participants. Nothing in this MOU shall be construed as waiving any legal defense provided or available to the parties under any federal, state, or other law.

**ARTICLE IV.
Notices**

Any notices shall be sent to the parties as follows:

If to the MLC:

Metropolitan Library Commission
Attn: Jason Kuhl, Chief Executive Officer
300 Park Ave.
Oklahoma City, OK 73102
Phone: (405) 606-3732

If to the County:

Oklahoma County
Attn: Brandi Mertens
321 Park Ave Suite 901
Oklahoma City, OK 73102
Phone: (405) 713-2380

If to SHINE :

TEEM
Attn : Fawn Sullivan, SHINE Supervisor
1501 N Classen Blvd
Oklahoma City, OK 73106
Phone: (405) 605-2310

**ARTICLE V.
Entire Agreement; Modifications**

All amendments to this MOU shall be in writing and mutually agreed upon by both the MLC and the County.

APPROVED by the Board Chair of the Metropolitan Library Commission this _____
day of _____, 2026.

METROPOLITAN LIBRARY COMMISSION

Board Chair

REVIEWED for form and legality.

Counsel

APPROVED by the Board of Commissioners, Oklahoma County, Oklahoma, this _____ day of _____, 2026

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA**

Jason Lowe, Commissioner, District 1

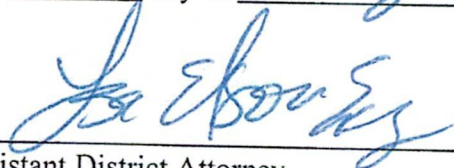
Brian Maughan, Commissioner, District 2

Paul Foster, Interim Commissioner, District 3

ATTEST:

County Clerk

APPROVED as to form and legality this 26 day of May, 2026.



Assistant District Attorney