

Revised contract #90
70

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 1/8/2026

COUNTY DEPARTMENT MAKING REQUEST: Highway District #3

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: Request for DA's assistance in approving as to form and legality

Discussion and action for approval of an agreement with Wyatt Bynum for contract mowing services from 07-01-26 through 6-30-27. Total contract for \$85,200.00. Requested by Myles Davidson, Commissioner District 3.

If there are any questions, please contact Bill McClung 405-713-2184

this does not match (K) attached

? (K) says 8 mowings 4 b/f June 30 + 4 behind July 1st and Dec 31, 2026

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office.

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: OK ; as to form = would be better as 2 contracts for 2 fiscal years

REPLY BY DISTRICT ATTORNEY: Resolution does not match contract dates - Best practice = 1 contract for 4 mowings from Jan 1 - June 30th and a 2nd for July 1, 2026 to June 30, 2027. → this (K) is OK = just does not match proposed resolution
Vicki Behenna
DISTRICT ATTORNEY

RECEIVED

FEB 23 2026

CIVIL DIVISION
DISTRICT ATTORNEY

RECEIVED

MAR 03 2026

CIVIL DIVISION
DISTRICT ATTORNEY

Right-of-Way Maintenance Agreement

1. Parties

This Right-of-Way Maintenance Agreement (“Agreement”) is made and entered into this ___ day of _____, 2026, by and between **the Board of County Commissioners of Oklahoma County, State of Oklahoma** (“County”), and **Wyatt Bynum**, an individual contractor (“Contractor”).

2. Purpose

The purpose of this Agreement is to provide right-of-way maintenance services within designated areas of Oklahoma County to help ensure safe, clean, and accessible public rights-of-way.

3. Scope of Work

Contractor shall provide right-of-way maintenance services in NW Oklahoma County, on County easements, as requested by the County, which include:

- Heavy equipment maintenance activities on public right-of-way amounting to of fifteen (15) feet off of established roadways.
- Four (4) mowings as designated by the County.
- Other related maintenance and mowing tasks in said areas as further specified by the County and agreed to by Contractor.

All work shall be performed in accordance with County standards, applicable laws, and safety regulations.

4. Term

The term of this agreement shall be from January 1, 2026 to June 30, 2026.

5. Compensation

The County shall compensate Contractor for non-mowing maintenance at a rate of **One Hundred Thirty-Six Dollars and Fifty Cents (\$136.50)** per lane mile, not to exceed a total of **One Hundred Fifty-Six (156)** lane miles without further written modification by the Parties. Total compensation for the four mowings shall be **Eighty-Five Thousand Two Hundred Dollars (\$85,200.00)**.

Payment shall be made upon submission and approval of itemized invoices documenting area(s) serviced and type(s) of services performed.

6. Independent Contractor Status

Contractor is an independent contractor and not an employee of Oklahoma County. Contractor shall be solely responsible for all taxes, withholdings, insurance, and other obligations related to compensation received under this Agreement.

7. Liability and Indemnification

To the fullest extent permitted by Oklahoma law, Contractor agrees to **indemnify, defend, and hold harmless Oklahoma County**, its Board of County Commissioners, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:

1. The negligent acts, errors, or omissions of Contractor, its employees, agents, or subcontractors in the performance of this Agreement; or
2. Any bodily injury, personal injury, death, or property damage caused in whole or in part by Contractor in connection with the services provided under this Agreement.

Nothing in this Agreement shall be construed as a waiver of any rights, defenses, immunities, or limitations of liability afforded to Oklahoma County under the **Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.)** or any other applicable law. Oklahoma County's liability, if any, shall be strictly limited as provided by law.

8. Insurance

Contractor shall maintain, at Contractor's expense, any insurance reasonably required by the County, including general liability coverage sufficient to cover potential claims arising from the work performed.

9. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of this Agreement.

10. Termination

The Parties may terminate this Agreement at any time, with or without cause, upon written notice to the other Party. Contractor shall be compensated for approved work performed up to the effective date of termination.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written, relating to the same subject matter. Any modification must be in writing and approved by both parties.

IN WITNESS WHEREOF, this Agreement is APPROVED by the BOARD OF COUNTY COMMISSIONERS of Oklahoma County, State of Oklahoma, this _____ day of _____, 2026.

Brian Maughan, District 2, Chairman

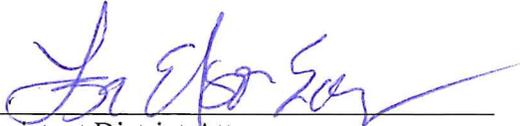
Member, Jason Lowe

Member, Myles Davidson

Attest: **County Clerk of Oklahoma County**

Maressa Treat

APPROVED as to form this 4 day of March, 2026.



Assistant District Attorney

CONTRACTOR:

By: _____

Wyatt Bynum, Contractor
7075 N. MacArthur Blvd.
Crescent, OK 73028-9380
(405) 830-0573
Bynum.land@gmail.com