

**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: 6/16/2026 Department: Highway District #3

State the nature of the legal request: Request for legal services - Review as to legality and form - Right of Way Maintenance Agreement with Wyatt Bynum (individual contractor) for services FY27. The total contract is \$85,200.00. Requested by Paul Foster. Please call Bill McClung, Superintendent District 3 with any questions. 405-

713-2184

**RECEIVED**

**JUN 16 2026**

**CIVIL DIVISION  
DISTRICT ATTORNEY**

Paul Foster  
Signature

Reply of District Attorney's Office: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ *dl* \_\_\_\_\_  
\_\_\_\_\_

Date of Reply: 6/16/2026

*[Signature]*  
Assistant 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 July 1, 2026 to December 31, 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, Paul Foster

Attest: **County Clerk of Oklahoma County**

\_\_\_\_\_  
Maressa Treat

APPROVED as to form this 16 day of June, 2026.

  
\_\_\_\_\_  
Assistant District Attorney

CONTRACTOR:

By: 

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