

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **Board of County Commissioners of Oklahoma County, Oklahoma**, hereinafter referred to as the “**County**”; and the **District Court of the Seventh Judicial District**, hereinafter referred to as the “**Court**” enter into this Agreement to become effective upon the approval by all parties on July 1, 2023 thru June 30, 2024.

Whereas, O.S. 19 § 339 Paragraph (A) 1. states in part that the Board of County Commissioners shall have the power “to make all orders respecting the real property of the county;” and

Whereas, O.S. 19 § 401 sets forth the obligations of the County to provide quarters for Officers and Courts; and

Whereas, the County provides the Court with office and courtroom space, utilities, general maintenance, and repair sufficient for the transaction of their business within the Oklahoma County Courthouse and the Oklahoma County Juvenile Center as required by O.S. 19 § 401; and

Whereas the Court may utilize the “Court Fund” for certain purposes outlined in O.S. 20 § 1301 et. seq.; and

Whereas the purpose of this MOU is to outline use of the “Court Fund” by the County to supplement the County in the provision of utilities, general maintenance and repair, custodial services, including vacuuming, mopping floors, emptying trash cans, and cleaning restroom, as well as capital improvements in areas of the Oklahoma County Courthouse and the Oklahoma County Juvenile Center occupied and utilized by the Court for court functions.

Now Therefore Be It Resolved that the County and the Court do hereby enter into this Memorandum of Understanding subject to the following terms and conditions:

1. For Fiscal Year 23-24, the Court will provide **Seven Hundred Seventy-Three Thousand Five Hundred and Fifty-Nine Dollars and No Cents (\$773,559.00)** from the Court Fund to the County. Funds made available to the County shall be utilized for provision of utilities, general maintenance and repair, custodial services, including vacuuming, mopping floors, emptying trash cans, cleaning restroom, and capital projects in areas of the courthouse and juvenile occupied and utilized by the Court for court functions.

- A. **Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00)** shall be utilized to defray utility costs at the courthouse and juvenile. Utility costs are defined as water, sewer, electric, gas, steam, chilled water, telephone and internet connectivity paid by the County.
- B. **Two Hundred Ninety-Eight Thousand Five Hundred and Fifty-Nine Dollars (\$298,559.00)** shall be used for general maintenance and repair, custodial services, including vacuuming, mopping floors, emptying trash cans, cleaning restrooms. General maintenance and repair is defined as maintenance of building life-safety, mechanical such as heating, ventilation, HVAC, plumbing, electrical, lighting, routine painting (touch-up), repair of door locks and hardware.
- C. **Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00)** shall be used for Capital Improvements requested by the Trial Court Administrator. Capital Improvements are defined as construction, repair, or improvements other than general maintenance and repair. The Trial Court Administrator, at the Direction of the Presiding Judge, shall determine and communicate to the Facilities Director, or designee, the Court's priority for these Capital Improvements.

- 2. The Trial Court Administrator, or appropriate designee(s), shall submit requests for work, except in emergency situations, using the facilities management work order system. Work requests resulting from an emergency situation shall be submitted as soon as practical, but in no event later than 24 hours following the request.
- 3. The County will track all requests submitted by the Court Administrator during the fiscal year.
- 4. The Parties acknowledge that work performed under this MOU may, from time to time, result in excessive noise, increased dust or debris, or other disruptions to the operations of the Court. County will make every effort to minimize such disruptions where feasible. The Court acknowledges that work stoppages, or non-regular work hours, may result in delays and/or increased costs to the provision of services.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding on the dates set forth by the parties, with the effective date of this Contract to be the date by which both parties have executed this Contract.

**APPROVED BY THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF OKLAHOMA COUNTY, OKLAHOMA this \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

By \_\_\_\_\_  
 Presiding District Judge, or Designee

**ATTEST:**

\_\_\_\_\_

**COUNTY**

**APPROVED BY THE BOARD OF COUNTY COMMISSIOERS OF OKLAHOMA  
COUNTY, OKLAHOMA this \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

By \_\_\_\_\_  
Chairman

**ATTEST:**

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