

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING (MOU)** made and entered into this ____ day of August 2024, 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, 2024 thru June 30, 2025.

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, 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, maintenance and repair, custodial services, including vacuuming, mopping floors, emptying trash cans, and cleaning restroom, porter services, excluding personal services and errands, as well as flooring, window treatments, and paint 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 24-25, the Court will provide **Seven Hundred Seventy-Nine Thousand Five Hundred and Fifty-Nine Dollars and No Cents (\$779,559.00)** from the Court Fund to the County. Funds made available to the County shall be utilized for provision of utilities, maintenance and repair,

custodial services, including vacuuming, mopping floors, emptying trash cans, cleaning restroom, and assistance with moving furniture and other items within or between offices in areas of the courthouse and juvenile occupied and utilized by the Court for court functions.

A. **Two Hundred Thirty-One Thousand Dollars and No Cents (\$231,000.00)** 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. Court Fund Claims for payments under this section may be submitted monthly.

B. **Two Hundred Ninety-Eight Thousand Five Hundred and Fifty-Nine Dollars (\$298,559.00)** shall be used for maintenance and repair, custodial services, including vacuuming, mopping floors, emptying trash cans, cleaning restrooms, and assistance with moving furniture and other items within or between offices. 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. Court fund Claims for payments under this section may be submitted monthly.

C. **Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00)** shall be used for flooring, window treatments, and paint requested by the Trial Court Administrator. 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 projects. Court fund Claims for payments under this section may be submitted when the work is completed. For FY 24-25, this subsection will also be utilized to pay for cabling installation for OSCN+, at an estimated amount of \$4,528.00.

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. Compliance with this section is subject to the Trial Court Administrator and designees being provided training and access to the work order system.
3. The County will track all requests submitted by the Court Administrator during the fiscal year. The Trial Court Administrator shall be provided with copies of

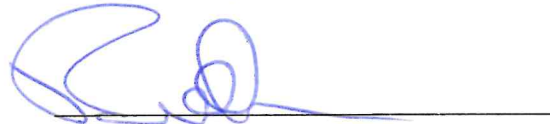
this tracking, including costs assigned to such requests.

4. The Parties acknowledge that work performed under this MOU may, from time to time, result in excessive noise, increase 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 22 day of August, 2024.**

By



Presiding Judge

COUNTY

**APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA
COUNTY, OKLAHOMA this ____ day of August, 2024.**

By

Chairman

ATTEST:
