

Memorandum of Understanding Between the City of Shawnee, Oklahoma and Shawnee Public Schools Regarding Demolition of Washington Elementary School

Parties and Effective Date

This Memorandum of Understanding is entered into by and between the City of Shawnee, an Oklahoma municipal corporation, and Shawnee Public Schools, an independent school district organized under Oklahoma law. The effective date of this Memorandum of Understanding is July 20, 2026.

Term

This Memorandum of Understanding shall commence on the Effective Date and shall remain in effect until completion of the demolition project and final payment and closeout, unless earlier terminated as provided herein. The anticipated substantial completion date is [Projected Completion Date], subject to the demolition contractor's schedule and force majeure.

Recitals

The parties desire to cooperate in the demolition and site clearance of the former Washington Elementary School located at 804 West Hayes Street, Shawnee, Oklahoma, in the interest of public safety, community revitalization, and efficient use of public resources. The parties acknowledge receipt of a written demolition proposal from Midwest Wrecking Co. addressed to Shawnee Public Schools and dated May 16, 2026, for the Washington Elementary School demolition and related services, proposing a total lump-sum price of \$157,840.00, together with the detailed scope described therein, and the parties attach that proposal as Exhibit A and incorporate it by reference as if fully set forth herein. The written demolition proposal from Midwest Wrecking Co. is dated May 16, 2026, is addressed to Shawnee Public Schools regarding Washington Elementary School at 804 West Hayes Street, Shawnee, and proposes a total price of \$157,840.00 with the scope items listed in the proposal. The parties further represent and agree that all applicable requirements of the Oklahoma Competitive Bidding Act were followed in obtaining the bid or quote for the demolition work.

Purpose

The purpose of this Memorandum of Understanding is to set forth the parties' agreement to share the total cost of the demolition work described in Exhibit A on a fifty-fifty basis and to identify roles, responsibilities, administration, and related terms consistent with Oklahoma law.

Scope of Work

The scope of work shall consist of the demolition and related services described in Exhibit A, including asbestos abatement compliant with ODEQ and ODOL requirements, removal of combustible debris prior to structural demolition, demolition and removal of the two-story school and basement including slab and foundations to a minimum of six feet below grade, removal of sidewalks, stairs, retaining walls, and a flagpole, hauling debris to a licensed landfill, rough grading with on-site dirt, and inclusion of landfill fees, a sewer cap, a demolition permit, and filing of a NESHAP with ODEQ, with one mobilization, and excluding utility disconnects and rerouting. Exhibit A describes asbestos abatement to ODEQ and ODOL requirements, debris gutting, demolition of the two-story school and basement including slab and foundations to at least six feet below grade, removal of sidewalks, stairs, retaining walls, and a north-side flagpole, debris hauling to a licensed landfill, rough grading with on-site dirt, inclusion of landfill fees, a sewer cap, a demolition permit, and NESHAP filing, completion in one mobilization, and exclusion of utility disconnects or rerouting.

Lead Agency; Contracting and Administration

Shawnee Public Schools shall serve as the lead agency for procurement and contracting with the selected demolition contractor identified in Exhibit A or, if different, the contractor selected in compliance with applicable procurement law. The demolition contract shall be between Shawnee Public Schools and the contractor. Shawnee Public Schools shall administer the contract, including issuance of notices to proceed, coordination of site access, review and approval of invoices, inspection of work, and processing of change orders in consultation with the City. The City of Shawnee shall designate a project liaison to coordinate with Shawnee Public Schools on scheduling, site logistics, public communications, and review of pay applications.

Cost Sharing; Invoicing and Payment Mechanics

Each party shall be responsible for fifty percent of the Total Contract Price as defined in the executed demolition contract, including approved change orders within the scope of Exhibit A. The parties agree to the following payment process: 1. The contractor shall submit all invoices directly to Shawnee Public Schools as the contracting entity. 2. Upon receipt of each approved invoice, Shawnee Public Schools shall pay the contractor in accordance with the payment terms of the demolition contract. 3. Within (10) business days after paying an invoice, Shawnee Public Schools shall deliver to the City a copy of the paid invoice and a reimbursement invoice for exactly fifty percent of the amount paid, less any amounts attributable to work outside the scope approved by both parties in writing. 4. The City shall remit payment to Shawnee Public Schools for the invoiced reimbursement amount within (30) calendar days of receipt, subject to the Oklahoma Governmental Tort Claims Act and applicable budget and claims procedures. 5. Retainage, if any, shall be handled in the same fifty-fifty manner upon final payment. 6. If a change order is proposed, Shawnee Public Schools shall provide the City with the proposed change order documentation and obtain the City's written concurrence prior to authorizing the change, except in emergencies affecting life, safety, or property. The City's reimbursement obligation applies only to approved changes.

Approvals and Authorizations

This Memorandum of Understanding is subject to approval by the governing bodies of both parties and execution by duly authorized officials. Execution of the demolition contract is subject to authorization by Shawnee Public Schools in accordance with its policies and applicable law, and to confirmation by the City that funds for its cost share have been duly encumbered or appropriated.

Insurance, Indemnification, and Liability Allocation

The demolition contractor shall be required, under the demolition contract administered by Shawnee Public Schools, to maintain insurance customary for demolition activities and compliant with applicable law, including workers' compensation, commercial general liability, automobile liability, and pollution liability/abatement coverage, with limits reasonably acceptable to both parties and naming the City of Shawnee and Shawnee Public Schools as additional insureds on liability policies for ongoing and completed operations to the extent available. As between the City and Shawnee Public Schools, each party is responsible for the acts and omissions of its officers, employees, and agents to the extent provided by the Oklahoma Governmental Tort Claims Act, and nothing herein shall be construed as a waiver of any immunities, limitations on liability, or monetary caps provided by law. To the extent permitted by Oklahoma law, each party agrees to indemnify and hold the other harmless from third-party claims to the extent caused by the indemnifying party's negligence or willful misconduct in connection with this Memorandum of Understanding, provided that no party assumes the other's liabilities beyond those permitted by law. No party shall be liable for consequential, incidental, special, or punitive damages except to the extent such limitation is prohibited by law.

Compliance with Laws and Procurement

Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to laws governing public works, demolition, environmental protection, asbestos abatement, and procurement requirements, and each party affirms compliance with the Oklahoma Competitive Bidding Act with respect to obtaining the bid or quote used for this project. [citation needed]

Records, Audit, and Open Records

Each party shall maintain complete and accurate records related to this Memorandum of Understanding, including invoices, payment records, approvals, and communications, for at least [five] years after final payment, or for such longer period as required by law. Each party shall permit the other party reasonable access to relevant records for inspection and audit upon reasonable notice during normal business hours. Records created or maintained by either party in connection with this project may be subject to the Oklahoma Open Records Act, and each party shall respond to public records requests in accordance with applicable law.

Dispute Resolution

The parties shall first attempt in good faith to resolve any dispute arising under this Memorandum of Understanding through discussions between the City Manager or designee and the Superintendent of Shawnee Public Schools or designee. If unresolved within [30] days, either party may request non-binding mediation before a mutually agreed mediator in Pottawatomie County, Oklahoma. Nothing herein waives any party's right to seek judicial relief where necessary to preserve rights or meet statutory deadlines.

Termination

Either party may terminate this Memorandum of Understanding for convenience upon [30] days' written notice to the other, provided that the terminating party remains responsible for its fifty-percent share of all costs incurred or irrevocably committed prior to the effective date of termination. Either party may terminate for cause upon [10] days' written notice if the other party materially breaches its obligations and fails to cure within that period. Upon termination, the parties shall cooperate to wind down the project in an orderly manner consistent with contractor rights and applicable law.

Notices

All notices under this Memorandum of Understanding shall be in writing and deemed given when delivered personally, sent by certified mail, return receipt requested, or by nationally recognized overnight courier, to the following or to such other address as a party designates by notice: City of Shawnee: Mark Simpson, City Manager, 16 W. 9th Street, Shawnee, OK 74801, Email: msimpson@shawneeok.org. Shawnee Public Schools: Dr. Jason James, Superintendent, 326 North Union, Shawnee, OK 74801, Email: [Email].

Miscellaneous

This Memorandum of Understanding may be amended only by a written instrument executed by both parties. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one instrument; signatures transmitted electronically shall be effective. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to conflict-of-law principles. If any provision of this Memorandum of Understanding is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Nothing in this Memorandum of Understanding creates a joint venture, partnership, or agency between the parties; each party remains an independent governmental entity. This Memorandum of Understanding is intended solely to allocate responsibilities and funding between the parties and confers no rights on third parties. If there is a conflict between this Memorandum of Understanding and the demolition contract, as between the parties hereto this Memorandum of Understanding controls their respective obligations to each other; as to the contractor, the demolition contract controls.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the Effective Date.

City of Shawnee, Oklahoma

By: _____

Name: Mark Simpson, City Manager

Date: _____

Attest: _____

Name: Lisa Lasyone

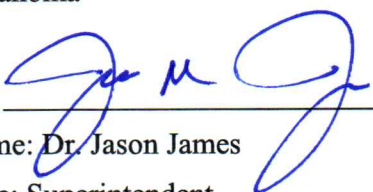
Title: City Clerk

Approved as to Form: _____

Name: Joseph Vorndran

Title: City Attorney

Shawnee Public Schools, Independent School District No. I-93, Pottawatomie County,
Oklahoma

By:  _____

Name: Dr. Jason James

Title: Superintendent

Date: 9/11/26 _____

Attest: _____

Name: [Board Clerk]

Title: Board Clerk

Approved as to Form: _____

Name: [School District Legal Counsel]

Title: Legal Counsel

Exhibit A

Midwest Wrecking Co. Demolition Proposal re Washington Elementary School, dated May 16, 2026, addressed to Shawnee Public Schools, proposing a total price of \$157,840.00 and the scope described therein. Exhibit A reflects a proposal date of May 16, 2026, addressed to Shawnee Public Schools, for demolition of Washington Elementary School at 804 West Hayes Street, Shawnee, with a total price of \$157,840.00 and the detailed scope items enumerated in the proposal