

DONATION AGREEMENT

This Donation Agreement (“Agreement”) is entered into as of the eleventh day of May 2026, by and between **Arnall Family Foundation**, an Oklahoma nonprofit corporation (“Foundation”), and **Oklahoma County Criminal Justice Authority**, an Oklahoma Public Trust (“OCCJA”).

WITNESSETH:

WHEREAS, on March 31, 2026, the Oklahoma County Criminal Justice Authority held a special meeting to request additional funding from the Oklahoma County Budget Board (“OCBB”); and

WHEREAS, the OCBB held a special meeting on March 31st, 2026 where the OCBB approved the recommendation to supplement the OCCJA for the 2025-2026 fiscal year up to four million six hundred sixty-two thousand two hundred twenty-nine and sixty-nine cents (\$4,662,229.69); and

WHEREAS, the OCCJA is seeking other alternative funds to support the county as requested by a member of the OCBB; and

WHEREAS, the Foundation desires to support the safety of the community, the stability of OCCJA, and maintain the security of both the OCCJA employees and detainees by making a monetary donation to the OCCJA not to exceed two hundred and ninety-five thousand dollars (\$295,000), subject to the terms and conditions of this Agreement; and

WHEREAS, the Foundation believes that the wellbeing of detention center staff is directly connected to the humane and dignified treatment of detainees.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the OCCJA and the Foundation, each of them does hereby covenant and agree with the other as follows:

Section 1. Donation.

(a) In consideration of the OCCJA's commitments under this Agreement, the Foundation agrees to donate up to a total of two hundred and ninety-five thousand dollars (\$295,000) to the OCCJA to cover the costs of staff meals for the Oklahoma County Detention Center employees through quarterly installments beginning May 11th, 2026 through June 30, 2027 subject to the terms, covenants, and conditions of this Agreement ("Donation"). The disbursement schedule is set forth in Exhibit A attached hereto and incorporated herein by reference. The OCCJA agrees to accept the Donation in accordance with the terms and conditions of this Agreement.

(b) The Foundation will deliver Thirty Five Thousand Dollars (\$35,000) of the Donation to the OCCJA within fifteen (15) days of the date the parties execute this Agreement, representing the partial first quarter period of May 11, 2026 through June 30, 2026.

(c) The Foundation will make up to four additional disbursements of up to Sixty Five Thousand Dollars (\$65,000) per quarter in accordance with the disbursement schedule set forth in Exhibit A.

(d) The obligations of the OCCJA hereunder shall survive the execution of this Agreement, the delivery of the Donation, and until it is reported to the Foundation that the Donation has been fully depleted based on the terms, covenants, and conditions of this Agreement.

Section 2. Conditions. As specific conditions to the Foundation's agreement to make the Donation, the OCCJA agrees:

(a) Up to two hundred and ninety-five thousand dollars (\$295,000) of the Donation shall be used to support the Oklahoma County Detention Center to provide meals to employees under the supervision of the OCCJA.

(b) The Oklahoma County Detention Center agrees to provide invoices showing the costs of the meals provided each quarter in accordance with the Invoice Due dates set forth in Exhibit A.

Section 3. Notices, Demands, and Deliveries.

A notice, demand, or delivery under this Agreement by either party to the other will be sufficiently given or delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, delivered personally, as follows:

(i) in the case of the Foundation:

Arnall Family Foundation
911 NW 57th Street
Oklahoma City, OK 73118
Attn: Sue Ann Arnall

(ii) in the case of the OCCJA:

Oklahoma County Criminal Justice Authority

With a copy to:

Oklahoma County Detention Center
201 N Shartel Ave
Oklahoma City, Oklahoma 73102
Attn: Tim Kimrey, Jail Administrator

or

- (iii) at such other address with respect to either party as that party may designate in writing and forward to the other as provided in this Section.

Section 4. Termination.

(a) *Right to Terminate.* Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other party. Such notice shall be delivered in accordance with the notice provisions set forth in Section 3 of this Agreement.

(b) *Effect of Termination.* Upon termination of this Agreement: (i) the Foundation's obligation to make any further disbursements shall immediately cease as of the effective date of termination; (ii) the OCCJA shall remain obligated to use any Donation funds already received solely for the purposes set forth in this Agreement; (iii) any Donation funds already received but not yet expended as of the effective date of termination shall be returned to the Foundation within thirty (30) days following the effective date of termination; and (iv) the OCCJA shall provide a final accounting of all Donation funds received and expended within thirty (30) days following the effective date of termination.

(c) *Pro-Rata Disbursement.* If termination occurs after the OCCJA has incurred meal costs in the current quarter but prior to the Foundation's disbursement for that quarter, the Foundation shall reimburse the OCCJA for documented meal costs incurred up to the effective date of termination, not to exceed the applicable quarterly maximum set forth in Exhibit A for that quarter, provided the OCCJA submits invoices in accordance with Section 2(b) of this Agreement.

Section 5. Remedies.

(a) *In General.* In the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may pursue any remedy available in equity or at law as may be necessary or desirable in its opinion to cure and remedy such default or breach.

(b) *Rights and Remedies Cumulative.* All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

Section 6. Miscellaneous.

(a) *Force Majeure.* Neither party shall be liable for delays or failures in performance due to force majeure events, provided that the affected party notifies the other in writing within ten (10) days of the event and takes all reasonable steps to mitigate its effects.

(b) *Conflicts of Interests.* No member, official, or employee of the OCCJA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision related to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

(c) *Section Titles.* Any titles of the several parts or Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

(d) *Applicable Law, Severability, and Entire Agreement.* This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

(e) *Amendments to Agreement; Waiver.* This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties hereto. The parties may amend this Agreement upon mutual consent to adapt to significant changes in operational requirements or the purpose of the Donation. No waiver of any of the provisions of either this Agreement shall be effective unless in writing and signed by the party to be charged with such waiver. No such waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

(f) *Third Parties.* Except as provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

(g) *No Partnership Created.* This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

(h) *Time Is of the Essence.* The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

(i) *Formalities and Authority.* The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement.

(j) *Further Assurances.* Each party to this Agreement, for itself and its successors and assigns, agrees to take such additional actions and execute such additional instruments as may be reasonably requested by the other party in order to give effect to the transactions contemplated hereby.

Section 7. Counterparts. This Agreement may be executed in multiple counterparts, each of which will constitute an original of this instrument.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Foundation has caused this Agreement to be duly executed as of the Effective Date.

ARNALL FAMILY FOUNDATION,
an Oklahoma nonprofit corporation

By: _____
Sue Ann Arnall, President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This document was acknowledged before me on the ____ day of _____, 2026, by Sue Ann Arnall, the President of Arnall Family Foundation, an Oklahoma nonprofit corporation.

Notary Public

My Commission Expires: _____
My Commission Number: _____

(SEAL)

APPROVED by the Oklahoma County Criminal Justice Authority and **SIGNED** by the Jail Administrator of Oklahoma County Detention Center this _____ day of _____, 2026.

Oklahoma County Criminal Justice Authority,
an Oklahoma Public Trust

By: _____
Jail Administrator

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

This document was acknowledged before me on the _____ day of _____, 2026, by Timothy Kimrey, the Jail Administrator of The Oklahoma County Criminal Justice Authority, an Oklahoma Public Trust.

Notary Public

My Commission Expires: _____
My Commission Number: _____

(SEAL)

Reviewed for form and legality.

Oklahoma County Criminal Justice Authority Counselor

Exhibit A — Disbursement Schedule, attached hereto and incorporated herein

EXHIBIT A - DISBURSEMENT SCHEDULE

Disbursement	Period	Invoice Due	Payment Due	Amount
1	May 11 – June 30, 2026	Upon execution	Within 15 days of execution	\$35,000
2	July 1 – Sept 30, 2026	July 15, 2026	Within 15 days of invoice receipt	Up to \$65,000
3	Oct 1 – Dec 31, 2026	October 15, 2026	Within 15 days of invoice receipt	Up to \$65,000
4	Jan 1 – Mar 31, 2027	January 15, 2027	Within 15 days of invoice receipt	Up to \$65,000
5	Apr 1 – June 30, 2027	April 15, 2027	Within 15 days of invoice receipt	Up to \$65,000
Total				Up to \$295,000

Each disbursement is conditioned upon receipt of satisfactory invoices in accordance with Section 2(b) of this Agreement. If invoices are not received by the applicable Invoice Due Date, the corresponding Payment Due date shall be extended by one day for each day the invoices are delayed.