

SHINE Agreement
between the Oklahoma City Zoological Trust and Oklahoma County

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Oklahoma City Zoological Trust, an Oklahoma public trust (hereinafter referred to as "the Trust" or "Trust"), and Oklahoma County, Oklahoma (hereinafter referred to as "the County" or "County").

WITNESS:

WHEREAS, the Oklahoma City Zoological Trust is an Oklahoma public trust created and established by an Agreement and Declaration of Trust dated January 7, 1975 (as subsequently amended and restated, "Trust Agreement"), and The City of Oklahoma City ("City") is the Trust's sole beneficiary; and

WHEREAS, said Trust Agreement empowers the Trustees of the Oklahoma City Zoological Trust to hold, manage, operate, and develop the Oklahoma City Zoo and Botanical Garden ("Zoo") in such manner as will, in the opinion of the Trustees, best serve the interest of the City; and

WHEREAS, Oklahoma County has established the Oklahoma County SHINE (Start Helping Neighborhoods Everywhere) Program to make central Oklahoma a better, safer, and cleaner place to live by deploying volunteer and community service resources in an organized manner to provide beautification services and save taxpayer dollars; and

WHEREAS, the Trustees of the Oklahoma City Zoological Trust have determined that it is in the best interest of the City to contract with the County for the provision of Oklahoma County SHINE Program services at the Zoo.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I.
Term of Agreement

- A. The term of this Agreement shall be for one (1) year commencing on July 1, 2022 and continuing through June 30, 2023.
- B. Either party may terminate this Agreement at any time by providing thirty (30) days' advance written notice to the other party.

ARTICLE II.
County Services

- A. The County agrees to provide the following services to beautify the grounds of the Oklahoma City Zoo and Botanical Garden: removal of trash, debris, brush, and

overgrowth; landscaping maintenance; graffiti removal; and related services that are mutually agreed upon to enhance the presentation of Zoo grounds.

- B. The County shall provide all labor, equipment, materials, and consumables necessary for the provision of services hereunder.
- C. The County will utilize a workforce comprised exclusively of justice-involved individuals sentenced by the Courts to perform Community Service who will be supervised by the Oklahoma County SHINE Program. Also whenever possible, the County will use justice-involved individuals sentenced to perform Community Service by the Oklahoma City Municipal Court for the SHINE Program.
- D. The County agrees to provide said services as an independent contractor.

ARTICLE III. Compensation

- A. The Oklahoma City Zoological Trust agrees to pay the County, on a reimbursement basis, an amount not to exceed forty-eight thousand dollars (\$48,000) for services provided hereunder during the annual term of this Agreement.
- B. The Trust shall pay the County \$65.625 per hour for its Litter Control Crew to remove trash, litter, debris, brush, and overgrowth from identified locations on Zoo grounds. The Trust shall pay \$35.375 per hour for a Graffiti Crew to perform graffiti removal and abatement. The hourly rates for litter and graffiti removal services include costs for supervisory labor hours, equipment hours utilized, and consumables for services provided to the Trust by the SHINE Program.
- C. At the end of each month that this Agreement is in effect, the County shall submit an invoice to the Trust and an activity report consisting of the Zoo locations for which services were provided on a completed SHINE Project Resources Sheet (Attachment 1). Monthly invoices shall be sent to the Trust's Chief Financial Officer, Bob Mathew, by email at bmathew@okeczoo.org or by mail at:

Bob Mathew
Chief Financial Officer
Oklahoma City Zoo and Botanical Garden
2101 N.E. 50th Street, Oklahoma City, OK 73111
- D. This Agreement is subject to the availability of Trust and County funds and Trust and County fiscal year limitations.

**ARTICLE IV.
Limitations of Liability**

The County shall not be responsible or liable for the acts or omissions of the Trust, nor shall the Trust be responsible for the acts or omissions of the County. It is further understood that both the Trust and the County enjoy certain exceptions and immunities from liability for community service participants. Nothing in this Agreement shall be construed as waiving any legal defense provided or available to the parties under any federal, state, or other law.

**ARTICLE V.
Notices**

Any notices shall be sent to the parties as follows:

If to the Trust:

Oklahoma City Zoo and Botanical Garden
Attn: Dwight Lawson, Executive Director and CEO
2101 N.E. 50th Street
Oklahoma City, OK 73111
Phone: (405) 425-0230

If to the County:

Oklahoma County District 2
Attn: Brandi Mertens
7105 S. Anderson Rd.
Oklahoma City, OK 73150
Phone: (405) 713-2380

**ARTICLE VI.
Entire Agreement; Modifications**

This Agreement supersedes all previous documents and agreements describing the relationship between the parties. All amendments to this Agreement shall be in writing and mutually agreed upon by both the Trust and the County.

[The remainder of this page is intentionally blank. Signature pages follow.]

APPROVED by the Trustees of the Oklahoma City Zoological Trust this _____ day of _____, 2022.

OKLAHOMA CITY ZOOLOGICAL TRUST

ATTEST:

Secretary

Chairman

REVIEWED for form and legality.

Assistant Municipal Counselor

APPROVED by the Board of Commissioners, Oklahoma County, Oklahoma, this _____
day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA**

Carrie Blumert, Commissioner, District 1

Brian Maughan, Commissioner, District 2

Kevin Calvey, Commissioner, District 3

ATTEST:

County Clerk

APPROVED as to form and legality this _____ day of _____, 2022.



Assistant District Attorney