

## **COST-SHARING AGREEMENT**

THIS COST-SHARING AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as "City") and the Daniel R. Martin Family Foundation, Inc., a California Nonprofit Corporation (hereinafter referred to as "Foundation").

WHEREAS, City recognizes the value of the Applegate Park Zoo (hereinafter referred to as "Zoo") as an important part of the quality of life in this community;

WHEREAS, City submitted a proposal for funding to the Foundation on June 24, 2021, as set forth in Exhibit "A" attached hereto and incorporated herein by this reference; and,

WHEREAS, the Foundation is willing to make contributions to City to defray the cost to employ an additional Zookeeper for the Zoo.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. The term of this Agreement shall be three (3) years and shall commence on July 1, 2022 and end on June 30, 2025.

2. City shall conduct a recruitment to fill the position for a full-time Zookeeper for the Zoo. City shall comply with the standard of care regarding all applicable Federal, State and municipal laws and regulations. No discrimination shall be made by City in the employment of persons to work under this Agreement because of race, color, national origin, ancestry, disability, sex, or religion of such person.

3. The Foundation shall share the cost of the Zookeeper by providing payment to the City in the amount of \$40,000.00 annually for the salary for the Zookeeper position.

4. City shall employ Zookeeper and the position shall be entitled to all benefits of a permanent City employee, including, but not limited to a cafeteria medical plan, vacation and sick leave, holiday pay, social security contributions, retirement and disability.

5. **WAIVER.** In the event that either City or Foundation shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

6. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Merced.

7. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

8. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

9. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

10. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kimberly M. Malf 4/28/22  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

DANIEL R. MARTIN FAMILY  
FOUNDATION, INC.,  
A California Nonprofit Corporation

BY: Teri Lee Williams

Title: CEO

Print Name: Teri Lee Williams

Taxpayer I.D. No. 77-0412046

ADDRESS: 2377 W. Shaw St. #112  
Lemo, CA 93711

TELEPHONE: 559 225-6502

FACSIMILE: 559 225-6484

E-MAIL: Teri.Williams6@gmail.com



# CITY OF MERCED

June 24, 2021

Martin Enterprises  
c/o Teri Williams  
2377 W. Shaw, Suite 112  
Fresno, CA 93711

RE: Merced Applegate Zoo

Dear Ms. Williams,

Thank you for visiting Applegate Zoo. The City of Merced would like to submit the following proposal for funding from the Daniel R Martin Family Foundation, Inc.

Based on a needs assessment after your visit, the greatest need of the Applegate Zoo is another full-time zookeeper. A third zookeeper affords the zoo the opportunities for more in-depth visitor engagement, virtual and in-person class creations, marketing (social media, radio and internet), increased animal enrichment and care, along with grounds improvement and staff development. Additionally, the City requests that the position be funded for a minimum of three years to ensure the maximum benefit to the zoo, staff and animals.

Our current full-time staffing level is one Lead Zookeeper and one Zookeeper. Their schedules are 8 hours per day, five days per week, however, they regularly work overtime to care for animals, upkeep grounds and tend to daily chores. There are seven part-time staff members who assist with daily duties. While the zoo is currently open four days per week (Thursday – Sunday), we are preparing to open two additional days, which will strain an already small staff.

The salary schedule for a Zookeeper is below. Steps reflect annual salary increases based on a performance evaluation.

Step 1 – \$37,965.72  
Step 2 – \$39,863.64  
Step 3 – \$41,857.32  
Step 4 – \$43,950.36  
Step 5 – \$46,147.56



# CITY OF MERCED

Benefits package, including a cafeteria plan, social security contributions, retirement and disability is \$15,303.66.

An additional zookeeper also affords the Zoo the ability to seek accreditation, which creates funding and expansion opportunities. The Zoo Master Plan, updated in 1997, calls for a third zookeeper to provide the needed assistance for current staff as well as the capability to begin the accreditation process. Deferred projects and upgrades will also be addressed if an additional zookeeper is funded.

The next highest need of the Applegate Zoo is the funding of the zoo gift shop. The City of Merced has traditionally partnered with the Merced Zoological Society to operate the gift shop and collect fees at the front gate. Past contracts included the Society securing \$75,000 in gate fees and contributing a portion of gift shop sales to the City. They also took on projects within the zoo, such as installing new den doors in exhibits and having a new roof installed on the gift shop.

In fiscal year 2020/21, the Society had most of its former members resign to pursue other interests and the new members were unable to find staff to man the gate and help with projects. Due to Covid-19, the Society requested a modified contract to include only event support, donations and projects. All monetary contributions were lost and the gift shop was shut down.

When the Zoo reopened after Covid-19, staff fielded almost daily inquiries as to when the gift shop would begin selling again. The current fixtures and all product in the gift shop belong to the Zoological Society, so the City is unable to sell anything. It is estimated that the City can completely stock and upgrade the fixtures in the gift shop for \$20,000. Staff would like to continue purchasing approximately \$20,000 in product annually, which would be personalized to reflect the zoo and its animals.

The City of Merced Parks and Community Services Department respectfully requests a full-time zookeeper and \$20,000 to stock and operate the gift shop, with a three-year commitment for each amount for the Applegate Zoo.

If you have questions or need a modification to the proposal, please contact me by phone (209) 385-6895 office, (209) 446-1705 cell, or by email [reidm@cityofmerced.org](mailto:reidm@cityofmerced.org).



# CITY OF MERCED

Thank you for your consideration and generosity. It is appreciated.

Sincerely,

Michelle Reid

Recreation Supervisor  
City of Merced

cc: Frank Quintero, Acting Director of Parks and Community Services