

FUND DISBURSEMENT AGREEMENT

This agreement is made and entered into on the _____ day of _____, 2013, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "City" and

Firehouse Art Center, Inc.

(Name of Organization)

party of the second part, and hereinafter referred to as "the Organization", witnesseth:

A. That in consideration for the performance by the organization of the covenants and agreements as specified herein, the City, covenants and agrees:

1. To disperse to the Organization the sum of \$58,800 for the purpose of providing a grant to assist with the operation of the Firehouse Art Center.
2. Disbursement of funds shall be made annually to the Organization at the beginning of the City's fiscal year subject to, and contingent upon, the City Council appropriating funds annually to fund this agreement.

B. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:

1. To expend funds granted by the City for the purpose as listed above.
2. Allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors.
3. Provide at least one oral presentation per year on the activities of the Organization to the Norman Board of Parks Commissioners and to provide a written report on the activities of the Organization to the City, said report to be sent to the attention of the Director of Parks and Recreation. This annual report shall include a summary of all activity along with revenue and expenditure summaries for all activity of the preceding year. All detailed records associated with the Firehouse Arts Center shall be made available for review within ten days by the Firehouse Arts Center upon request from the City of Norman.

C. It is further understood and agreed by both parties:

1. In the event the Organization is dissolved all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.

2. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this agreement, and any unexpended funds as provided by this agreement, from the date of notice by the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
 3. This agreement shall automatically renew annually upon City Council approval of the annual budget subject to and contingent upon the appropriate of funds to fund this agreement.
 4. This agreement may be canceled by either party upon the giving of thirty (30) days written notice of cancellation to the other. Upon cancellation any unexpended funds as provided by this agreement, from the date of notice of cancellation, shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.
- D. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City and the Organization and its employees are responsible for its actions and that the Organization agrees to indemnify and save harmless the City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including but not limited to attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation and services.
- E. There are no other terms, either express or implied, than those expressly stated herein.
- F. This contract will supersede any previous contract, agreement or resolution; however, this agreement shall not modify in anyway the lease agreement between the parties signed in 1984.
- G. In witness hereof, the parties hereto have executed this agreement on the day first above written.

FIREHOUSE ART CENTER, INC.



President

ATTEST:



SECRETARY

Approved as to form and legality by the office of the City Attorney this 16th day of July, 2013.

John Messner
Office of the City Attorney

Approved by the Norman City Council this _____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK