

FUNDING AGREEMENT

This Contract is made and entered into this 28th day of October 2014, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "CITY" and **Variety Care Foundation, Inc.**, party of the second part, and hereinafter referred to as "THE ORGANIZATION", witnessed:

- A. WHEREAS Resolution R-8384-39 of the Council of The City of Norman authorizes funding for certain social service organizations operating in the City of Norman, and said funding being for the purpose of encouraging the development and existence of such organizations to provide programs and services to improve and enhance the lives of the citizens of Norman;
- B. 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 upon submittal of documentation of expenditures authorized for the purpose of fulfilling the covenants and conditions made by the organization as stated herein the sum of **\$13,000.00**;
 - 2. To conduct a periodic review of the operations of The Organization.
- C. THAT IN CONSIDERATION for the performance of the covenants and agreements of the City as stated herein, The Organization covenants and agrees:
 - 1. To satisfactorily attain the performance goals as set forth in this contract;
 - 2. To expend funds granted by City in a reasonable and necessary manner toward the attainment of such performance goals.
 - 3. To actively seek other funding sources that, in subsequent years, will replace the amount of funding that is provided in this agreement.
- D. IT IS FURTHER UNDERSTOOD and agreed by both parties:
 - 1. That failure to attain performance goals or to expend requested funding by The Organization shall be considered in regard to any future funding requests;
 - 2. That the term of this contract will be from July 1, 2014 through June 30, 2015; and that any unexpended funds authorized under this agreement will be retained by the City.
- E. IT IS FURTHER UNDERSTOOD and agreed by both parties that The Organization is a separate entity from the City and The Organization is solely responsible for its actions and that The Organization agrees to indemnify and

save harmless the City from all fines, suits, proceedings, claims, demands, actions, 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 connect with The Organization's management, operation and services.

- F. THERE are no other terms, either express or implied, than those expressly stated herein, and those expressly stated in the "Performance Goals."
- G. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.
- H. It is further understood and agreed that in consideration for the funds granted by the City to The Organization will attain the following performance goals:

Funds will be used for the costs of medical, dental and behavioral health care for children of very low- income households.



Board Secretary



Board President

Approved as to form and legality this 9th day of October 2014.

City Attorney

Approved by the City Council of the City of Norman this 28th day of October 2014.

ATTEST:

City Clerk

Mayor