

FUND DISBURSEMENT AGREEMENT

This Agreement is made and entered into this 23rd day of October, 2012, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "CITY" and **East Main Place, Inc.**, party of the second part, and hereinafter referred to as "THE ORGANIZATION", witnesseth:

- A. WHEREAS Resolution No. 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 the request of The Organization the sum of **\$5,000.00** dollars for the purpose of fulfilling the covenants and conditions made by the organization as stated herein;
 - 2. To conduct a periodic review of the operations of The Organization;
 - (a) Such review will consist of one scheduled review, which shall be made, in writing from site visits, as the City deems necessary.
 - (b) The findings of the City from the review shall be in written form and submitted to the City Manager or his designate and a copy shall also be provided The Organization.
 - (c) In making such reviews, the City shall include:
 - (1) particular appraisals as to whether performance goals as stated in this contract are being satisfactorily attained. Findings relating to expenditures of The Organization to ensure funds are being expended in a reasonable and necessary manner toward the attainment of the performance goals. Any of funds not so expended shall be unsatisfactory.

- 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 in the event The Organization is dissolved, then all such funds not yet expended on the date of dissolution shall immediately revert back to the City and The Organization shall immediately deliver such unexpended funds to the City;
 2. That in the event the performance of The Organization is unsatisfactory, as specified herein, either in attaining performance goals or mishandling of funds then such actions shall be considered a substantial and material breach of this agreement, and any unexpended funds, from the date of notice of such breach by the City to The Organization, shall immediately revert back to the City and The Organization shall immediately deliver such unexpended funds to the City;
 3. That in the event the performance of The Organization is unsatisfactory, as specified herein, in attaining performance goals, the City shall have the option to waive the minimum requirement necessary to be satisfactory. It is understood that SUCH A WAIVER BY THE CITY SHALL ONLY APPLY TO THE PARTICULAR UNSATISFACTORY REVIEW AND THAT THE MINIMUM REQUIREMENTS WILL NOT BE FOREVER WAIVED AND SUCH REQUIREMENTS SHALL APPLY IN ALL SUBSEQUENT REVIEWS.
 4. That funding pursuant to this agreement by the City is for the purpose of providing funding for the time specified by this agreement WITH THE UNDERSTANDING THAT THE ORGANIZATION WILL ACTIVELY SEEK FUNDING FROM OTHER SOURCES TO BE USED IN SUBSEQUENT YEARS TO DISPLACE THE FUNDING PROVIDED IN THIS AGREEMENT.
- 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 connected 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 that they will attain the following performance goals:
Funds will be used for **Playground Renovation, Electric Ranges and Maintenance.**


Board Secretary
Board President

Approved as to form and legality this 23rd day of October, 2012.

City Attorney

Approved by the City Council of the City of Norman this 23rd day of October, 2012.

ATTEST:

City Clerk

Mayor