

FUND DISBURSEMENT AGREEMENT

This agreement is made and entered into on the 10th day of August, 2010, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "City" and

Aging Services, 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 provide the below listed in kind services to the Organization in an amount not to exceed \$7,500 to be used in the operation of the Kiwanis Kruiser for public transportation. Said funds shall be used for this purpose and for no other purpose.
- 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 provide a written annual report on the transportation activities of the Organization to the City, said report to be sent to the attention of the Norman City Clerk. 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 Aging Services, Inc. shall be made available for review within ten days by Aging Services, Inc. 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 used for the purposes provided herein shall immediately revert back to the City.
 2. In the event the Organization should mishandle the use of funds as provided herein, such action will be considered a breach of this agreement, and any funds as provided by this agreement, from the date of notice by the City, shall immediately revert back to the City.
 3. The term of this agreement, commencing on July 1, 2010, shall automatically renew on each successive July 1, provided that the Norman City Council appropriates the necessary funding for each successive year.
 4. In the event that funding is not appropriated by the Norman City Council for a successive year, this agreement will terminate on June 30 of the current agreement year. Otherwise, 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

funds as provided by this agreement, from the date of notice of cancellation, shall immediately revert back 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. In witness hereof, the parties hereto have executed this agreement on the day first above written.

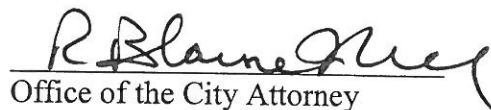
AGING SERVICES, INC.


President

ATTEST:


SECRETARY

Approved as to form and legality by the office of the City Attorney this 3rd day of August, 2010.


Office of the City Attorney

Approved by the Norman City Council this 10th day of August, 2010.


MAYOR



ATTEST:


CITY CLERK