

## FUNDING AGREEMENT

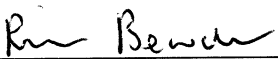
This Contract is made and entered into this 28<sup>th</sup> day of October 2014, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "CITY" and **Norman Day School for Handicapped Children, Inc. DBA as Project Outreach.**, party of the second part, and hereinafter referred to as "THE ORGANIZATION", witnessed:

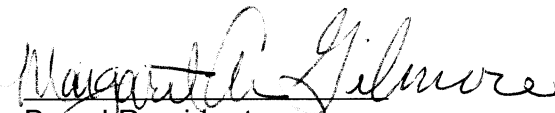
- A. WHEREAS Resolution R-8384-39 of the Council of The City of Norman authorizes funding for certain social service organizations operating in the City of Norman, and said funding being for the purpose of encouraging the development and existence of such organizations to provide programs and services 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 **\$1,950.00**;
  - 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 as follows: purchase of additional toys, games and activities; and two special Project Outreach sessions.**

  
Board Secretary / Treasurer

  
Board President

Approved as to form and legality this \_\_\_\_ day of October 2014.

\_\_\_\_\_  
City Attorney

Approved by the City Council of the City of Norman this 28<sup>th</sup> day of October 2014.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**A Resolution of the Council of the City of Norman,  
Oklahoma, Authorizing Norman Day School for  
Handicapped Children, Inc. DBA as Project Outreach,  
as Project Agent for the Social and Voluntary Services  
Commission (SVSC) Program as Part of the City of  
Norman Fiscal Year Ending 2015 General Fund Budget.**

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract K-1415-53, with **Norman Day School for Handicapped Children, Inc. DBA as Project Outreach** for the FYE2015 City of Norman General Fund Program through the SVSC; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on **Norman Day School for Handicapped Children, Inc. DBA as Project Outreach**, its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, **Norman Day School for Handicapped Children, Inc. DBA as Project Outreach**, to purchase materials which are, in fact, incorporated in, and used for the FYE 15 SVSC Program; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding **Norman Day School for Handicapped Children, Inc. DBA as Project Outreach**, shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 4. That the City of Norman, Oklahoma, on the 28th day of October 2014, did authorize **Norman Day School for Handicapped Children, Inc. DBA as Project Outreach**, who is involved with the FYE 15 SVSC Program, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the FYE 15 SVSC Program.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Signed

Attest

\_\_\_\_\_  
Cindy Rosenthal, Mayor

\_\_\_\_\_  
Brenda Hall, City Clerk