

### **SOCIAL AND VOLUNTARY SERVICES COMMISSION FUNDING AGREEMENT**

This Contract is made and entered into this 27th day of November 2018, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "CITY" and **Salvation Army, A Georgia Corporation** 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 amount;
  - 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. Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of \$25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.
  - 3. That the term of this contract will be from July 1, 2018 through June 30, 2019; 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:

Equipment, Supplies and Street Outreach	\$ 12,700.00
Total Budget	<u>\$ 12,700.00</u>

City Attorney's Office



## **THE SALVATION ARMY POLICY STATEMENT ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS**

The Salvation Army in the United States works cooperatively with many groups – governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups – in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provision of its contracts and agreements.

CC: October 2007 ( pp. 273-275)  
TFC: December 11, 2007

Lt. Colonel Terry W. Griffin  
Chief Secretary