

**CONTRACT FOR SPECIFIC SERVICES**

This Agreement is made and entered into this 3rd day of April, 2025, by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as the "City," and the Norman Music Alliance and Norman Music Festival, hereinafter referred to as the "Organization," witnesseth:

- A. WHEREAS, the Council of the City of Norman authorizes funding for certain service organizations operating in the City, with said funding being to encourage, promote, and provide services for the City;
- 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 a sum not-to-exceed ten thousand dollars (\$10,000.00) for the purpose of funding the Norman Music Festival event for the fiscal year 2024-2025 and fulfilling the covenants and conditions made by the Organization as stated herein.
- 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 provide funding for the financing allotted through the Norman Music Alliance and Norman Music Festival, which is an annual event in the City. A copy of the request with the budget included being attached hereto, marked "Exhibit A" and made a part hereof.
  - 2. 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.
  - 3. In the event the Organization fails to perform and provide the services contemplated herein, then such non-performance 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.
  - 4. That funding pursuant to this Agreement by the City is for the sole purpose of providing funding for the Norman Music Festival event as specified by this Agreement.
  - 5. To provide an annual report to the City's Parks and Recreation Department and the Norman City Council through the Norman Board of Park Commissioners that includes the following:
    - i. Narrative of Previous Years Activity
    - ii. Organization mission statement and goals

- iii. Organization beginning and ending fund balance
- iv. Organization budget, including revenue, maintenance, operating, and capital costs
- v. Current record of officers, including who can authorize expenditures

- D. IT IS FURTHER UNDERSTOOD and agreed by and between the parties hereto that the Organization shall purchase a special events liability insurance policy with indemnity and shall indemnify and hold the City harmless from any loss whatsoever as a result of the Organization's sponsorship of the event contemplated herein, which indemnity shall save the City harmless from all suits; proceedings; claims; demands; actions; loss; and expense from liability whatsoever kind or nature and from any person whatsoever which arises out of the Organization's management, operation and services provided herein.
- E. FURTHER, the parties do hereby agree that there are no other terms, either expressed or implied, then those expressly set forth herein and that the Organization shall not assign this Agreement without the express written consent of the City.
- F. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NORMAN MUSIC ALLIANCE AND NORMAN MUSIC FESTIVAL

DocuSigned by:  
Shavonne Buckner-Evans  
46EF1BB5C2B8469  
President or Managing Member

ATTEST:

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Secretary

CITY OF NORMAN

Shannon Stevenson for Darrel Pyle  
Darrel Pyle, City Manager  
Shannon Stevenson, Assistant City Manager

ATTEST:

Samir Meyer  
Deputy City Clerk

Approved as to form and legality by the office of the City Attorney this 9 day of April 2025.

Stephen Kithman  
City Attorney

EXHIBIT A