



DATE: June 7, 2022

TO: Darrel Pyle, City Manager

FROM: Kathryn Walker, City Attorney *tw*

SUBJECT: CONTRACT K-2021-123 ^{K-2122-138}: A Contract Between The City Of Norman, Oklahoma, And The Performing Arts Studio In The Amount Of \$5,600.

BACKGROUND: During the budgeting process for fiscal year 2021-2022 (FYE 2022), a number of requests from non-profit agencies for General Fund budget allocations were specifically reviewed, discussed, and approved by Council. Pursuant to those discussions, funding agreements were prepared and submitted to the various agencies for their execution. One of those agencies is the Performing Arts Studio.

The agreement includes a reporting procedure by the agency to the Council of expenditures of the funds in an amount not to exceed \$5,600. This amount is up \$600.00 from the previous year's budget allocation. The agreement also provides for cancellation by either party with thirty (30) days written notice and specifically provides for cancellation and return of any unexpended funds should the agency fail to use the funds for the purpose for which they are intended or should the agency be dissolved or cease to exist any time during the contract period.

Section E(5) of this agreement (as well as past agreements) include an automatic renewal provision, which provides that the agreement automatically renews annually provided that the Agency requests the same amount of funding each year and City Council appropriates sufficient funding in the budget. As City Council has appropriated additional money for this fiscal year, a new contract must be executed.

RECOMMENDATION: Staff recommends approval of the attached contract. Funds in the amount of \$5,600 should be disbursed from City Council-Contributions and Organizations (10110101-44741).

FUND DISBURSEMENT AGREEMENT

This agreement is made and entered into on the 14th day of June, 2022, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "City" and

The Performing Arts Studio

(Name of Organization)

party of the second part, and hereinafter referred to as "the Organization," witnesseth:

- A. WHEREAS, in Contract No. K-0304-98, as amended, the City leases the property described as the old Santa Fe Train Station located at 200 South Jones Avenue to the Organization at no cost in exchange for the Organization opening the facility to the general public for certain designated hours each week.
- B. WHEREAS, the Organization desires to provide hospitality services to members of the public who visit the Santa Fe Train Station.
- C. 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 to the Organization the sum of \$5,600 to be used to provide hospitality to guests at the Santa Fe Depot. Said funds shall be used for this purpose and for no other purpose.
 - 2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.
- D. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:
 - 1. That the Organization is a 501(1)(c)(3) organization operating in accordance with the Internal Revenue Service regulations.
 - 2. To expend funds granted by the City for the purpose as listed above.
 - 3. To allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors if requested by the City.

4. To provide a written report on the activities of the Organization to the City no later than February 1 of every year with said report to be sent to the attention of the Norman City Clerk. Said report shall also include documentation that the funds provided herein were spent solely for hospitality purposes benefiting the citizens of the City.

E. It is further understood and agreed by both parties:

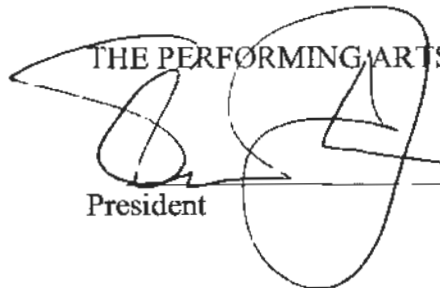
1. In the event the Organization is dissolved all such funds not yet expended for the purposes provided herein shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.
2. The Organization agrees to keep accurate records of all receipts and collections of its income in a manner approved by the City. The Organization shall make such records available for inspection by the City at any time upon demand and shall submit such records to whomever the City may designate hereafter for the purpose of auditing such records.
3. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this agreement, and any unexpended funds as provided by this agreement, from the date of notice by the City, shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.
4. 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 unexpended funds as provided by this agreement, from the date of notice of cancellation, shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.
5. This agreement shall automatically renew annually upon City Council approval of the annual budget subject to, and contingent upon, the appropriation of funds sufficient to fund the amount in this agreement. In any event the Organization requests a different amount of funding or proposes a different purpose for expenditure of the funds, a new agreement would be required.

- F. 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, the Organization and its employees are responsible for its actions, and the Organization agrees to indemnify and hold 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.

- G. The parties previously had in place Contract No. K-2021-123, as a Fund Disbursement Agreement. Upon approval and executed, this Contract No. K-2122-138 shall entirely supplant and replace Contract No. K-2021-123, which shall then be considered null and void by the Parties.
- H. There are no other terms, either express or implied, than those expressly stated herein.
- I. In witness hereof, the parties hereto have executed this agreement on the day first above written.

THE PERFORMING ARTS STUDIO




President

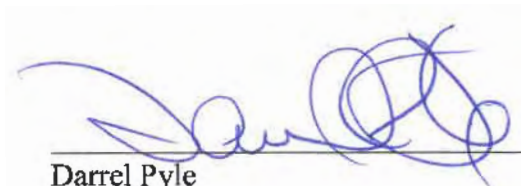
ATTEST:

SECRETARY

Approved as to form and legality by the office of the City Attorney this 14th day of June, 2022.



Office of the City Attorney



Darrel Pyle
City Manager