

**FUND DISBURSEMENT AGREEMENT**

This Agreement is made and entered into on the 21 day of August, 2024, by and between the City of Norman, Oklahoma, a municipal corporation, (“City”) and The Performing Arts Studio, (“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; and
- B. WHEREAS, the Organization desires to provide hospitality services to members of the public who visit the Santa Fe Train Station; and
- C. WHEREAS, the Organization desires to secure funding to aid in staffing costs for the operation of the Santa Fe Train Station hospitality services and community events; and
- D. WHEREAS, the Organization desires to maintain the security and alarm system that the Organization has installed at this location to insure the security of the building and premises.
- E. 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 \$50,700 to be used to provide hospitality services to guests at the Santa Fe Depot, support staffing costs for operation of the Santa Fe Depot, and maintain the security and alarm system that the Organization has installed at the location. Said funds shall be used for these purposes 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.
- F. 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(c)(3) organization operating in accordance with the Internal Revenue Service regulations.
  - 2. To expend funds granted by the City only for the purposes as listed above in Section E.
  - 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 the purposes listed above in Section E, which are to benefit the citizens of the City.

G. 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.

- H. 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.

- I. The parties previously had in place Contract No. K-2324-40, as a Fund Disbursement Agreement. Upon approval and execution, this Contract K-2425-43 shall entirely supplant and replace Contract K-2324-40, which shall then be considered null and void by the Parties.
- J. There are no other terms, either express or implied, than those expressly stated herein.
- K. In witness hereof, the parties hereto have executed this Agreement on the day first above written.

THE PERFORMING ARTS STUDIO

  
 \_\_\_\_\_  
 President

ATTEST:

  
 \_\_\_\_\_  
 Secretary

THE CITY OF NORMAN

Approved as to form and legality by the office of the City Attorney this 21 day of August, 2024.

  
 \_\_\_\_\_  
 Office of the City Attorney

Approved by the Norman City Council this \_\_\_\_\_ day of August, 2024.

\_\_\_\_\_  
 MAYOR

ATTEST:

\_\_\_\_\_  
 CITY CLERK

**EXHIBIT A**



200 S. Jones Avenue, Norman, OK, 73069 | (405) 307-9320  
www.normandepot.org | office@normandepot.org

In the 22-23 fiscal year the Depot was awarded \$5,600 to assist in these operations. This funding was allocated as follows:

- \$3000 - to partially cover staff hours spent directly serving AMTRAK customers
- \$2000 - to partially cover the costs associated with weekly cleans of the Depot
- \$600 - to cover the costs of our security/alarm system.
- \$5600 - TOTAL ALLOCATION FOR 22-23

**REQUEST FOR 2024-2025: \$50,700**

We are asking for a contribution to help with funding for the continued operation of the Historic Santa Fe Depot for the following purposes:

- To support our ability to fulfill the agreement between the City of Norman and AMTRAK to provide services to train customers 365 days/year,
- To support our ability to facilitate the rental and use of the Depot by our community.
- To ensure our continued operation.

**REQUEST DETAIL:**

\$18,100 - Hourly staffing for office hours (10am to 2pm Wed - Sat) to handle AMTRAK and weekend rental requests, staff hours for cleaning and preparation of the Depot for AMTRAK waiting room hours and community events.

\$600 - Security/Alarm services

\$800 - Bi-annual window cleaning

\$1,200 - Outdoor banner/signage printing

\$30,000 - Partial salary support for staff of the Depot charged with managing the facility and hourly staff, coordinating and reporting to the city regarding events, facilities issues, AMTRAK, building maintenance and care. (Note: The Depot currently has staffing to cover these areas and has folded this cost into our operating budget but respectfully requests that these functions be supported by the City of Norman)

We do understand that this is a departure from prior years funding, but feel that this support is warranted for the following reasons:

- There is precedent for this type funding to ensure the stability of other organizations housed in city facilities such as the Sooner Theatre, Firehouse Arts Center and the Moore-Lindsay Historical House.
- The Depot provides not only its own arts programming, but coordinates with the City of Norman, AMTRAK, ODOT, other arts organizations, parades, festivals and events to offer services and make The Depot available for all in our community who have need of it making us a vital downtown hub.