

SUMMER PLAYGROUND AGREEMENT

This agreement made and entered into this ____ day of _____, 2009, by and between the City of Clinton, Oklahoma, a municipal corporation, hereinafter referred to as "City", and Clinton Summer Playground, Inc. a non-profit corporation, organized under the laws of the State of Oklahoma hereinafter referred to as "Summer Playground."

RECITALS

1. Whereas Summer Playground is a non-profit, self development, community service organization attempting to promote positive community relations in the Clinton area with programs that promote community pride and self development;

2. Whereas the programs of Summer Playground are primarily to provide services to the youth of our city.

3. Whereas there is a desire on the part of the Summer Playground to provide said youth activities and provide alternative programs for the youth of the community;

4. Whereas it would be beneficial for both the City and Summer Playground to enter into an agreement providing for these activities for the young people in the Summer Playground youth program which allows the youth an opportunity to learn team work and other life skills.

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

SECTION I

OBLIGATIONS OF CLINTON SUMMER PLAYGROUND, INC.

Summer Playground includes 6 different activities:

Swimming
Sports
Move Your Body
Discovery Zone
Designs and Doodles
Campfire

Swimming includes activities in the pool that encourage campers to get acquainted with the water.

Sports include Tennis, Baseball, Basketball, Soccer, and Volleyball

Designs and Doodles ---Arts and Crafts

Move Your Body--Organized Games

Discovery Zone (a hands-on learning time) this includes...
field trips to local sites (Cheyenne Cultural Center and Southwest Playhouse this year)
Community Guest speakers each week (Sunshine Nursery, chemistry teacher, policemen, firemen, PSO workers, military, horse owners, etc)

Campfire includes artistic based activities
play games with words
act out poems or plays
dance to age appropriate music

Summer Playground shall provide a list of all participants to the City. A schedule of events and programs scheduled for the period of this contract shall also be provided to the City.

Summer Playground shall provide these services during the months of June and July 2009.
Monthly progress reports shall be provided to the City indicating the activities and the number of youth signed up for each activity. The said report shall be furnished to the office of the City Clerk not later than the 15th of the month following.

Clinton Summer Playground shall provide these services to at least 300 young persons during the season.

Clinton Summer Playground shall provide the City with a certificate of insurance naming the City as additionally insured.

Clinton Summer Playground will be allowed the use of the swimming pool from the City at no cost.

SECTION II

OBLIGATIONS OF THE CITY OF CLINTON

The City shall provide a fee to Summer Playground in the amount of \$8,000. Said fee is to be paid during the month of October 2009.

The City shall provide park facilities needed by the Clinton Summer Playground for its activities.

The City shall provide the use of the Municipal Swimming Pool to Clinton Summer Playground at no cost to the program.

SECTION III

SEVERANCE

The City Manager of said City or his designee shall be responsible for inspecting the areas of work to insure that the work by Clinton Summer Playground has been done in accordance with reasonable acceptable standards and if the same has not been done in accordance to said standards, then

no "pay" shall be received by Clinton Summer Playground until such standards are achieved. Further, either party can cancel the contract upon a seven-day notice.

Dated this ____ day of _____, 2009.

Attest:

Lisa Anders, City Clerk

City of Clinton, Oklahoma

Allen Bryson, Mayor

Nicole Boyles, Chairman
Clinton Summer Playground