

**AGREEMENT BY AND BETWEEN THE CITY OF CLINTON**

**AND**

**EASTSIDE ACADEMY , INC.**

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 the Clinton Association for Right and Equality, Inc., a non-profit corporation, organized under the laws of the State of Oklahoma hereinafter referred to as "Eastside Academy." The term of this agreement shall be from \_\_\_\_\_, 2009 through June 30, 2010.

**RECITALS**

1. **WHEREAS** Eastside Academy is a not-for-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 Eastside Academy are primarily serving the economic disadvantaged, especially the youth of Clinton;
3. **WHEREAS** there is a desire of Eastside Academy through its educational activities and programs of work and projects that promote and provide educational opportunities, emotional support, mentoring, an opportunity for youth to develop work skills and practices, and a concern for others, and promote a connection to the community in which they live, and, for the City of Clinton;

4. **WHEREAS** Eastside Academy and Clinton Association for Right and Equality, Inc. have entered into an Inter-Agency Operating Agreement for joint tenancy of the City of Clinton owned building located at the northwest corner of Modelle and Glen Smith Rd.
  
5. **WHEREAS** it would be beneficial for both the City and Eastside Academy to enter into an agreement providing for certain monetary support and rewards for the young people in the Eastside Academy by encouraging the youth to develop educational and social skills.

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

**SECTION 1.**

**OBLIGATIONS OF EASTSIDE ACADEMY, INC.**

Eastside Academy agrees to furnish adult supervision for all programs and projects undertaken under this agreement which shall include, but not be limited to, educational, mentoring, tutoring, and emotional support; and activities such as: assisting with meal preparation and clean up; picking up of trash and cleaning the City right-of-ways, abandoned and vacant lots, Mini Park and Joe Baker Park, and all other activities outlined in the Inter-Agency Operating Agreement.

Eastside Academy shall obtain a Release of Claims form for each participant. Eastside Academy further agrees to maintain a register of participants who have signed a Release of Claims form.

Additionally, Eastside Academy shall provide a work schedule for participants and projects completed, including accomplishments of the Academy and/or the individuals it serves with the above mentioned register, also to be submitted quarterly. The said report shall be furnished to the office of the City Clerk no later than the 10<sup>th</sup> day of the calendar quarter.

Eastside Academy shall provide the City with a duly executed Hold Harmless Agreement which protects the city against claims of any and all individuals and/or organizations.

## **SECTION II**

### **OBLIGATIONS OF THE CITY OF CLINTON**

The City shall provide a fee of \$1,000 per city fiscal year to Eastside Academy for utilities. This fee is for the purpose of providing for the utility service required to operate the Academy. Said payment of the entire fee will be endorsed back over to the City to be credited against any and all amounts owing the City currently and any future amounts that may be due the City for services.

The City shall provide a fee of \$3,000 to Eastside Academy which may be used to purchase school supplies and to hire youth and adults to assist in the implementation of activities and programs. Requests for expenditures are to be made to the City Clerk.

A list of purchases shall be furnished to the City to insure that at least 85% of the fees have gone to providing educational activities and programs.

The City will inspect at least quarterly the areas designated in Section I above to insure compliance with this agreement.

**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 Eastside Academy 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 Eastside Academy until such standards are achieved. Further, the contract can be canceled upon a seven day notice by either party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

City of Clinton, Oklahoma

Attest:

\_\_\_\_\_  
Lisa Anders, City Clerk

\_\_\_\_\_  
Allen Bryson, Mayor

\_\_\_\_\_  
Henry Caldwell, Board President  
C.A.R.E., Inc.

# INTER-ORGANIZATIONAL AGREEMENT (IOA)

EASTSIDE ACADEMY INCORPORATED  
("EASTSIDE")

CLINTON ASSOCIATION FOR RIGHTS AND  
EQUALITY INCORPORATED ("CARE")  
CITY OF CLINTON, OKLAHOMA ("City")

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## **I. PURPOSE**

**WHEREAS**, Eastside and CARE realize that each organization exists to serve the community and the citizens of the City of Clinton. Each organization recognizes the need to be autonomous in its own financial and operational affairs. Each organization recognizes the necessity of entering an agreement that outlines certain rights and responsibilities that allow for the smooth and efficient co-occupation of a City building.

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

## **II. GOVERNING LAW**

This Agreement and any questions concerning its validity, construction or performance shall be governed by and interpreted pursuant to the laws of the State of Oklahoma.

## **III. PREMISES**

Whereas, City agrees to make available the following property for lease to EASTSIDE and CARE as co-tenants:

215 E. Modelle Avenue ("premises")

The actual lease shall be made a part of this agreement as Appendix A. Any and all issues regarding occupation of the building and accountability to City shall be found in this lease agreement. The standard lease shall begin July 1 and end the following June 30. It is understood that the next lease following this agreement will be dated at some point after July 1 due to the negotiation of the IOA. EASTSIDE and CARE understand that the point of contact on lease issues is the City Manager.

City agrees to make available a set of keys to EASTSIDE and CARE as separate entities. City further agrees to allow the co-tenants to secure their individual spaces with a distinct lock and key. EASTSIDE and CARE agree that the City shall be provided with a master key of any and all doors (inside or outside) that are a part of the premises.

City agrees that if either EASTSIDE or CARE ceases to occupy the building, then City must give the remaining entity the opportunity to occupy the building as a sole entity. If the remaining entity declines the opportunity to be a sole occupant, then city may lease the part of the premises vacated by the original co-tenant.

#### **IV. THE OCCUPANTS**

It is agreed that the co-occupants shall be:

|                       |                   |
|-----------------------|-------------------|
| Eastside Academy Inc. | C.A.R.E. Inc.     |
| 1816 Oakcreek Drive   | P.O. Box 1011     |
| Norman, OK 73071      | Clinton, OK 73601 |
| (405) 246-6058        | (580) 323-3093    |

The on-site contacts for both organizations shall be:

Lillian Collins, Eastside Academy Inc., Program Director

Doris Washington, C.A.R.E Inc., Executive Administrator

The on-site contacts shall be the voice of their respective organizations. The on-site contacts shall be responsible for handling all issues that arise regarding the premises that are of an emergency nature. Each on-site contact shall make available his/her personal phone number for easy access. Such phone number is made a part of this agreement in Appendix B. Appendix B also contains general information for each organization, including the certificate of incorporation for each organization.

It is finally understood that the occupants shall conduct programs that require certain individuals to also occupy the building at designated times. Such hours of operation and a brief description of activities shall be made a part of this agreement in Appendix C. If either organization desires to occupy the building outside of the designated hours of operation shall notify the other organization in writing at least seven (7) days before the anticipated occupation. Such notice is required to alleviate any potential scheduling conflicts. Scheduling conflicts shall be resolved by the on-site contacts via teleconference or personal meeting. It is agreed that such conflict could allow for the occupation of the building by both organizations at the same time for a specified event. Such co-occupation shall not occur on a continuing basis. The on-site contacts, organizational members, and their respective staffs may occupy the building outside of the standard operating times, so long as the regularly scheduled activities conducted in the building are not interrupted.

## **V. LIABILITY**

It is agreed that each organization shall obtain and maintain premises liability. Such liability shall cover the necessary statutory requirements. Such requirements shall be discussed with an insurance agent and legal counsel if necessary. It is agreed that building rules must be in effect at all times and made a part of this agreement as Appendix D. Such rules are necessary to maintain proper order in the building and reduce liability.

## **VI. UTILITIES**

It is agreed that certain utilities must be available for the utilization of the building. Such utilities must provide for the water, electric, gas, and lawn care, and security systems. It is agreed that such services shall be split 50% between both organizations. Each account shall be paid on an average billing plan so as to allow for simple budgeting. Each organization shall be listed on the utility account. Each organization shall send 50% of the bill amount each month to the person designated to handle the collection of utilities. Such person must be a current staff member from EASTSIDE or CARE. If late fees are assessed due to an organization's failure to pay the bill on time, then the late fees are the responsibility of the negligent organization.

It is agreed that in an effort to lower energy costs, the thermostats in the building shall be set to 74° Fahrenheit while the building is occupied during the period from April 1 to September 30. When the building is locked, the thermostats must be set to 78° Fahrenheit. During the time period from October 1 to March 31, the thermostats shall be set at 75° Fahrenheit while the building is occupied. However, once the building is locked, the thermostats must be set to 70° Fahrenheit. The thermostats shall be programmed with the above mentioned data. Any organization deviating from such temperature controls shall be responsible for any overage amounts on the bill.

## **VIII. DESIGNATION OF ROOMS**

It is agreed that EASTSIDE and CARE shall maintain separate and distinct areas within the premises. CARE shall exclusively occupy and maintain one room in the building. Such room is designated CARE in the diagram located in Appendix E. The other rooms designated EASTSIDE shall be the exclusive domain of EASTSIDE. It is understood that such common areas such as the COMPUTER LAB and KITCHEN may be used from time to time by both organizations. However, each organization shall respect the activities of the other and will not infringe on the regularly scheduled activity in any particular room. It is finally understood that CARE shall provide a COMPUTER LAB attendant from the hours of 3pm to 7pm on Monday through Thursday. The computer lab shall be locked at all other times. Both organizations realize that the rules for the lab are governed by a grant from SBC/AT&T.

## **VIII. DESIGNATION OF ROOMS (CONTINUED)**

CARE understands that it may be necessary to cease having a lab attendant after expiration of such grant or sooner if the security of the lab is no longer an issue. It is also understood that the EASTSIDE program director shall maintain a key but only on the condition that the students of EASTSIDE shall not use the computers without a CARE attendant present. This clause shall be revisited after a period of ninety (90) days where both organizations reserve the right to suggest changes.

## **IX. DISPUTE RESOLUTION**

It is agreed to that all disputes arising under this agreement shall be written up by the disputing organization and served on the other organization. Each party shall also submit a resolution to such dispute and forward a copy to the other entity. If the dispute is not solved by the submission of the letters on the relevant parties, then all parties agree to alternate dispute resolution with a state licensed mediator before any type of lawsuit is filed.

## **X. BUILDING MAINTENANCE**

It is agreed that each entity shall maintain its own janitorial services. The CARE janitorial service shall clean and maintain the building in or around the space occupied by CARE. The EASTSIDE janitorial service shall clean and maintain the premises in or around the spaces occupied by EASTSIDE. It is further understood that each organization shall make its own claim to the City for any and all necessary repairs in their respective areas of the building.

## **XI. ENTIRE AGREEMENT**

The entire agreement between the parties relating to the subject matter hereof is contained herein in seven(7) pages plus five (5) Appendices (A-E), and no other terms or provisions and no representations or warranties of any of the parties not expressly set forth shall be of any force or effect. This Agreement may not be modified, altered or amended except in writing, duly executed by the parties.

## **XII. EXPIRATION OF AGREEMENT**

It is agreed that the expiration of this agreement shall coincide with the lease agreement formulated by the City. It is understood that the lease agreement for the premises shall expire on June 30, 2010. Each party involved shall agree before this agreement is renewed for another lease term.

### **XIII. AMENDMENTS**

Any amendments to the terms and conditions in this IOA shall be made in writing, approved, and signed by all parties.

### **XIV. MINOR ORGANIZATIONAL CHANGES**

Any and all minor changes to the organizational structure of EASTSIDE or CARE shall be made in writing and served on the other parties to the agreement. Such minor changes include but are not limited to: President of the Board changes and contact information, business address/phone number, and on-site representative information.

**Prepared by:**

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**Steven E. Collins, Legal Advisor to Eastside Academy Inc.**



***APPENDIX A***

**LEASE FOR 215 E. MODELLE AVE.  
CLINTON, OK 73601**

## ***APPENDIX B***

**CONTACT INFORMATION FOR  
EASTSIDE ACADEMY  
INCORPORATED AND CARE  
INCORPORATED  
ALSO CONTAINS  
INCORPORATION INFORMATION  
FOR EACH ENTITY**

# **APPENDIX C**

## **HOURS OF OPERATION**

# ***APPENDIX D***

## **BUILDING RULES**

# **APPENDIX E**

## **DIAGRAM OF BUILDING**