

**AGREEMENT BY AND BETWEEN THE CITY OF CLINTON  
AND THE  
CLINTON ASSOCIATION FOR RIGHT AND EQUALITY, INC.**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 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 "C.A.R.E." The term of this agreement shall be from July 1, 2010 through June 30, 2011.

**RECITALS**

**WHEREAS** C.A.R.E. 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;

**WHEREAS** the programs of C.A.R.E. are primarily serving the economic disadvantaged, especially the youth of Clinton;

**WHEREAS** there is a desire of C.A.R.E. to provide community development opportunities for all economically disadvantaged citizens of the City of Clinton including adult education, mentoring, and programs that promote a connection to the community in which they live, and, for the City of Clinton;

**WHEREAS** there is a desire of C.A.R.E. through its program of work in the area of social services utilizing strategic partnerships from local and regional professional providers including but not limited to: emotional support for economically and socially disadvantaged, mentoring and counseling for individuals struggling with problems related to drug and alcohol addictions, individuals needing to develop work skills in order to lead more fulfilling and productive lives focused on practices and concerns for, and connection to the community in which they live, and for the City of Clinton;

**WHEREAS** it would be beneficial for both the City and C.A.R.E. to enter into an agreement providing for certain monetary support and rewards for the people in the C.A.R.E. programs by allowing for the development of educational and social skills.

**WHEREAS** C.A.R.E. and Eastside Academy, Inc. have entered into a operating agreement for joint tenancy of the City of Clinton owned building located at the northwest corner of Modelle and Glen Smith Rd.

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

**SECTION 1.**

**OBLIGATIONS OF C.A.R.E. INC.**

C.A.R.E. agrees to furnish supervision for all programs and projects undertaken under this agreement which shall include, but not be limited to, community development activities, mentoring of economically and socially disadvantaged citizens, constituent outreach such as the Community Garden, and all other activities that mutually benefit the citizens of Clinton.

C.A.R.E. 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.

Additionally, C.A.R.E. shall provide a work schedule for participants and projects completed, including successful interaction and joint projects with Eastside Academy, Inc. This report shall be furnished to the office of the City Clerk no later than the 10<sup>th</sup> day of the calendar quarter.

**SECTION II**

**OBLIGATIONS OF THE CITY OF CLINTON**

The City shall provide a fee of \$3,200 per city fiscal year to C.A.R.E. for utilities, purchase supplies, and to hire youth and adults to assist in the implementations of activities and programs.

The City has the right to inspect that portion of the City of Clinton owned building located on the northwest corner of Modelle and Glenn Smith Rd. occupied by C.A.R.E. at any time with proper notice.

**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 C.A.R.E. 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 C.A.R.E. until such standards are achieved. Further, the contract can be canceled upon a seven day notice by either party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010.

City of Clinton, Oklahoma

\_\_\_\_\_  
Grayson Bottom, City Manager

Attest:

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

C.A.R.E., Inc.

\_\_\_\_\_  
Henry Caldwell, Board President

Attest:

\_\_\_\_\_  
Doris Washington, Executive Director