

**AGREEMENT BY AND BETWEEN THE CITY OF CLINTON**  
**AND**  
**EASTSIDE ACADEMY, 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 "Eastside Academy." The term of this agreement shall be from July 1, 2010 through June 30, 2011.

**RECITALS**

**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;

**WHEREAS** the programs of Eastside Academy are primarily serving the economic disadvantaged, especially the youth of Clinton;

**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;

**WHEREAS** Eastside Academy and Clinton Association for Right and Equality, Inc. have entered into an Inter-Agency Operating Agreement as amended for joint tenancy of the City of Clinton owned building located at the northwest corner of Modelle and Glen Smith Rd.

**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, Inc. 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: meal preparation and clean up; picking up of trash and cleaning the City rights-of-way adjoining and surrounding the academy building, including abandoned and vacant lots and all other activities outlined in the Inter-Agency Operating Agreement as amended.

Eastside Academy, Inc. shall obtain a Release of Claims form for each participant. Eastside Academy, Inc. further agrees to maintain a register of participants who have signed a Release of Claims form and make said register available to the City upon request.

Eastside Academy, Inc. 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 arising from any adverse action.

Additionally, Eastside Academy, Inc. 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.

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.

Annually Eastside Academy, Inc. will provide the City with an Income and Expense Summary. The said summary will be submitted to the City Clerk no later than 30 days after the close of the fiscal year and in no case later than the July 10, 2011.

**SECTION II**

**OBLIGATIONS OF THE CITY OF CLINTON**

The City shall provide a fee of \$4,000 per city fiscal year to Eastside Academy for utilities, purchase school supplies, and hire youth and adults to assist in the implementation of activities and programs. Requests for expenditures are to be made to the City Clerk.

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 \_\_\_\_\_, 2010.

City of Clinton, Oklahoma

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

Attest:

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

Eastside Academy, Inc.

\_\_\_\_\_  
Steven Collins, President

Attest:

\_\_\_\_\_  
Helen Bennett, Secretary