

SUMMER PLAYGROUND AGREEMENT

This agreement made and entered into this ____ day of _____, 2012, 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 desires 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 programs 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
Designs and Doodles
Discovery Zone
Move Your Body
Numbers Count
Radical Reading

Swimming: 45 minute activity. Students will be involved in basic swimming lessons. They will also play games and promote swimming skills.

Designs and Doodles: 45 minute activity. Students will make crafts that match the theme for the week.

Discovery Zone: 20 minute activity, fun learning. A different theme will be covered each week. Students will use lots of hands on activities to promote learning.

Move Your Body: 20 minute activity, organized games/sports. These may be focused on the theme week. We will promote healthy activity.

Numbers Count: 20 minute activity, math time. Students will play games and have math fact races.

Radical Reading: 20 minute activity, reading time. Students will play games and work on reading fluency.

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 2013.

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 200 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 July 2012.

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 _____, 2012.

Attest:

Lisa Anders, City Clerk

City of Clinton, Oklahoma

Allen Bryson, Mayor

Bob Gauger, Chairman
Clinton Summer Playground