PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, NOVEMBER 17, 2009 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Rick Brewster, First Church of the Nazarene
3. Consent Agenda
    A. Consider Approval of Minutes on November 3, 2009
4. Action Items:
    A. Action Items:
    B. Consider transfer of ownership of property at 212-218 Frisco to the Clinton Industrial Authority
    C. Consider Renewal of Agreement with C.A.R.E. Inc.
    D. Consider agreement with Eastside Academy, Inc.
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 13th Day of November, 2009. Posted on the bulletin board in the lobby of the Clinton City Hall on November 13, 2009 at 1:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
NOVEMBER 3, 2009

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 3, 2009 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on October 30, 2009.

Mayor Allen Bryson called the meeting to order with the following present;

MAYOR: Allen Bryson
COUNCIL: John Jordan, Terry Wheeler, Mark Hendrickson
ABSENT: Bob Marcy
CITY MANAGER: Absent
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CITY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: David Crabtree, Charles Fry, Arnold Adams, Gene McCullough, and others.

Dave Gerbrandt of the First Mennonite Church opened the meeting with prayer and Councilman Mark Hendrickson led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of October 20, 2009 and Special Meeting of October 29. 2009
B. Consider Claims

Moved by Councilman Hendrickson and seconded Councilman Wheeler, that Consent Agenda Item No. 3 (a-b) be approved.

Mayor put the motion to a roll call vote:

Aye: Hendrickson, Wheeler, Jordan, Bryson
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER ORDINANCE NO. 920 REGARDING AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY MANAGER AS UPDATED, APPROVED AND REQUIRED BY THE INTERNAL REVENUE SERVICE

Mayor Bryson explained that each year the Internal Revenue Service reviews and revises the Oklahoma Municipal Retirement Plan and the changes are required to be considered by the municipalities.

Motion was made by Councilman Hendrickson and seconded by Councilman Wheeler to approve Ordinance No. 920 regarding amending the Employee Retirement System, Defined Benefit Plan for the City Manager as updated, approved and required by the Internal Revenue Service.

Mayor put the motion to a roll call vote:

Aye: Hendrickson, Wheeler, Jordan, Bryson
Nay: None

Mayor declared the motion carried.

Motion was made by Councilman Hendrickson and seconded by Councilman Jordan to approve the Emergency Clause to Ordinance No. 920.

Mayor put the motion to a roll call vote:

Aye: Hendrickson, Jordan, Wheeler, Bryson
Nay: None

Mayor declared the motion carried.

4B. CONSIDER ORDINANCE NO. 921 REGARDING AMENDING THE EMPLOYEE RETIREMENT SYSTEM DEFINED CONTRIBUTION PLAN FOR THE CITY OF CLINTON AS UPDATED, APPROVED AND REQUIRED BY THE INTERNAL REVENUE SERVICE

Mayor Bryson explained that the previous ordinance was for changes to the Retirement Plan with the Oklahoma Municipal Retirement Fund for the City Manager. Ordinance No., 921 is for changes to the Retirement Plan with the Oklahoma Municipal Retirement Fund for all other city employees.

Motion was made by Councilman Wheeler and seconded by Councilman Hendrickson to approve Ordinance No. 921 regarding amending the Employee Retirement System Defined Contribution Plan for the City of Clinton as updated, approved and required by the Internal Revenue Service.

Mayor put the motion to a roll call vote:

Aye: Wheeler, Hendrickson, Jordan, Bryson
Nay: None

Mayor declared the motion carried

Motion was made by Councilman Wheeler and seconded by Councilman Hendrickson to approve the Emergency Clause to Ordinance No. 921.

Mayor put the motion to a roll call vote:

Aye: Wheeler, Hendrickson, Jordan, Bryson
Nay: None

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

Mayor Bryson explained that the City Manager was attending an out-of-state meeting.

Public Works Director Arnold Adams said that the water towers are being inspected. He said that divers with cameras began the inspection on Sunday and will complete the project on Wednesday.

6. AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Councilman Hendrickson and seconded Councilman Wheeler to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Hendrickson, Wheeler, Jordan, Bryson
Nay: None

Mayor declared the meeting adjourned at 5:50 P.M.

ORDINANCE NO. 920

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE **POSITION OF CITY MANAGER** FOR THE **CITY OF CLINTON**, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE **CITY OF CLINTON**, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON, OKLAHOMA:

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **January 1, 2010,** the amended and restated Plan designated "Employee Retirement System of the City of Clinton, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 3. APPROPRIATIONS. The City of Clinton, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Clinton, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the

Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Clinton, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

Section 7. EMERGENCY. Whereas, in the judgment of the City Council of the City of Clinton, Oklahoma, the public peace, health, safety, and welfare of the City of Clinton, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

*****END*****

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Clinton on the 3 day of November, 20 09, and was duly adopted and approved by the Mayor and City Council, on the 3 day of November, 20 09, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Clinton

By _____
Mayor

ATTEST:

Lisa Anders
Clerk

Approved as to form and legality on November 3, 2009

_____
CITY ATTORNEY

ORDINANCE NO. 921

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE **CITY OF CLINTON**, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE **CITY OF CLINTON**, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY.

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City of Clinton

By _____
Mayor

ATTEST:

Lisa Anders
Clerk

Approved as to form and legality on November 3, 2009.

CITY ~~ATTORNEY~~

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT CITY OF CLINTON, a municipality, (Grantor), for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto **CLINTON INDUSTRIAL AUTHORITY**, (Grantee), all its right, title, interest, estate and every claim and demand, both at law and in equity, in and to all the following property situated in Custer County, State of Oklahoma, to-wit:

SURFACE RIGHTS ONLY IN AND TO:
Lots 6-12, Block 55, Clinton Original Townsite
Custer County, State of Oklahoma

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto Grantee and to its successors and assigns forever, so that Grantor, nor any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

Dated this _____ day of November 2009.

CITY OF CLINTON

_____

ALLEN BRYSON, MAYOR

State of Oklahoma,

:ss

County of _____,

The aforesaid instrument was acknowledged before me this _____ day of November 2009, by ALLEY BRYSON, Mayor of the City of Clinton.

_____

Notary Public

(SEAL)

My commission expires:

_____

Commission #_____

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 _____, 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 "C.A.R.E." The term of this agreement shall be from July 1, 2009 through June 30, 2010.

RECITALS

1. **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;

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

3. **WHEREAS** there is a desire of C.A.R.E. to provide community development opportunities for all economicly 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;

4. **WHEREAS** there is a desire of C.A.R.E. through its summer youth activities projects to assist Eastside Acadamy, Inc. in providing educational opportunities, emotional support, mentoring, an opportunity for youth to develop work skills and practices, and a concern for, and connection to, the community in which they live, and, for the City of Clinton;

5. **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.

6. **WHEREAS** C.A.R.E. and Eastside Acadamy, 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, nutrition and feeding programs, mentoring of economically disadvantaged citizens, constitutant outreach such as the Community Garden and activities and all other activities outlined in the Inter-Agency Operating Agreement (Attachment A).

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 10th day of the calendar quarter.

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.

SECTION II

OBLIGATIONS OF THE CITY OF CLINTON

The City shall provide a fee of $1,000 per city fiscal year to C.A.R.E. 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 C.A.R.E. which may be used to purchase supplies, swimming pool passes and to hire youth and adults to assist in the implementation of 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 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 _____, 2009.

City of Clinton, Oklahoma

Attest:

_____

Allen Bryson, Mayor

_____

Lisa Anders, City Clerk

_____

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:

_____

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

XV. APPROVAL

In order to take effect this document must be signed by the City Manager of Clinton, Oklahoma, the President of the Board of Eastside Academy Inc., and the Executive Administrator of C.A.R.E. Inc.

I,_____, City Manager for the City of Clinton, Oklahoma agree that my signature below indicates that I have read the above IOA. It is my belief that such agreement constitutes the wishes of each party. The City of Clinton is satisfied that the premises located at or near 215 E.Modelle shall be occupied by EASTSIDE ACADEMY INC. and CARE INC. as co-tenants. I also attest that my signature is not the product of coercion or duress.

_____

City Manager Date

I_____, President of EASTSIDE ACADEMY INC. agree that my signature below indicates that I have read the above IOA. It is my belief that such agreement represents the wishes of EASTSIDE ACADEMY INC. Further it is my understanding that such agreement represents a co-tenancy with CARE INC. I attest that my signature is not the product of coercion or duress.

_____

President of EASTSIDE ACADEMY, INC. Date

I_____, Executive Administrator of CARE INC. agree that my signature below indicates that I have read the above IOA. It is my belief that such agreement represents the wishes of CARE INC. Further it is my understanding that such agreement represents a co-tenancy with EASTSIDE ACADEMY INC. I attest that my signature is not the product of coercion or duress.

_____

Executive Administrator of CARE, INC. Date

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

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 Acadamy." The term of this agreement shall be from _____, 2009 through June 30, 2010.

RECITALS

1. **WHEREAS** Eastside Acadamy 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 Acadamy are primarily serving the economic disadvantaged, especially the youth of Clinton;

3. **WHEREAS** there is a desire of Eastside Acadamy 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 Acadamy 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 Acadamy to enter into an agreement providing for certain monetary support and rewards for the young people in the Eastside Acadamy 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 ACADAMY, INC.

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

Additionally, Eastside Acadamy 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 10th day of the calendar quarter.

Eastside Acadamy 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 Acadamy 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 Acadamy 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 Acadamy 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:

_____

Allen Bryson, Mayor

_____

Lisa Anders, City Clerk

_____

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

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Prepared by:

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

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Executive Administrator of CARE, INC. Date

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CLINTON, OK 73601

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