

SEP 17 2013

AGREEMENT BETWEEN THE CITY OF OWASSO AND YOUTH SERVICES OF TULSA, INC. FOR THE MANAGEMENT AND OPERATION OF THE OWASSO YOUTH COURT

The City of Owasso, Oklahoma (hereinafter referred to as "City") and Youth Services of Tulsa, Inc. (hereinafter referred to as "Youth Services") agree as follows:

The City determined in 2008 that there was a need to provide an alternative to prosecution for first time, non-violent and non-felony juvenile offenders who have committed offenses which would normally be heard in the City of Owasso's Municipal Court. The City recognizes that Youth Services has significant experience implementing and facilitating alternative venues known as Youth Courts within Tulsa County, and that Youth Services is comprised of knowledgeable people having many years experience in this field who are able to operate a Youth Court. Based upon the need faced by the City of Owasso to provide prosecution alternatives to traditional sentencing of juveniles in the municipal court setting, and upon the expertise and ability of Youth Services to establish and operate youth courts, the City and Youth Services hereby agree to mutually execute a contract to continue funding and operation of a juvenile court program. The Owasso Youth Court will be conducted by youth peers who have successfully completed the mandatory training program conducted by Youth Services. All aspects of the Owasso Youth Court shall be conducted by volunteer youth including prosecution, defense and sentencing.

The terms of this Agreement shall be effective on October 1, 2013, and shall expire on September 30, 2014. This Agreement shall not renew automatically and will terminate on September 30, 2014, unless an extension of this Agreement, in writing, is executed by The City of Owasso and Youth Services of Tulsa, Inc. prior to the termination of the Agreement.

The City shall pay Youth Services forty-nine thousand, five hundred dollars (\$49,500) as total compensation for operation of a Youth Court for one (1) year, including the employment of a full-time coordinator who will oversee and manage the daily operations of the Owasso Youth Court. The total sum of compensation shall be paid to Youth Services in twelve (12) equal monthly payments.

Youth Services shall employ personnel with the necessary degree of knowledge, experience, training and credentials to facilitate and operate the Youth Court, and shall at all times during the pendency of this Agreement employ at least one (1) person to serve as a full-time coordinator to supervise, direct and oversee the Owasso Youth Court and serve as a liaison between the City and Youth Services. As partial compensation for this Agreement, the City shall provide two (2) office spaces in the Old Central Building for the full-time coordinator of the Owasso Youth Court and a counselor.

Youth Services shall fully train all youth peers who make application and are selected by Youth Services to participate as youth volunteers in the Youth Court program. Youth Services will work with the Owasso schools to recruit youth desiring to serve in the program and will be responsible for providing the required training before youth volunteers may serve in any official capacity within the program. Youth Services will also work with the City to obtain a list of

attorneys who might be willing to serve as attorney advisors to the Youth Court program, and shall take all other actions necessary to ensure that each Youth Court session shall have an attorney advisor present.

Youth Services shall be an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the City and Youth Services or its officers, employees, contractors or representatives for any purpose. Youth Services shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any employee (other than staff members of the City of Owasso) or other person for injuries from or connected with services performed pursuant to this Agreement.

As partial consideration for this Agreement, Youth Services agrees to indemnify, defend (at the City's option), and hold harmless the City, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (excluding death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any of the acts, omissions, negligence or willful misconduct of Youth Services, its employees, agents, officers, contractors, or their performance or failure to perform under the terms and conditions of this Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the City and in accordance with the terms, conditions and exceptions contained in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement

Without limiting the City's right to indemnification, Youth Services and each of its contractors shall obtain no less than, or on terms more restrictive than, the following: General Liability Insurance covering all premises and activities, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant; One Million Dollars (\$1,000,000.00) annual aggregate; and Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence; and Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma. Youth Services shall include the City as an Additional Insured on all required insurance policies. Youth Services shall also require its contractors to list the City as an Additional Insured. Youth Services shall submit certificates of insurance to the City's Risk Manager for approval prior to allowing any individuals to engage in any activities under this Agreement. Youth Services and its contractors shall maintain the required insurance with insurers that carry a Best's "A" rating and which are licensed and admitted to write insurance in Oklahoma. Failure of Youth Services or its contractors to obtain and maintain any required insurance shall not relieve Youth Services from any liability hereunder. Such coverage shall not be canceled or materially changed without giving the City at least thirty (30) days prior written notification thereof.

This Agreement shall be subject to termination if Youth Services fails to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements

herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping the City from enforcing the full provisions thereof.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by Youth Services.

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive original jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma.

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

This document may be modified only by further written agreement. Any such modification shall not be effective unless and until executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

Executed the 17 day of September, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

CITY OF OWASSO:



Warren Lehr
Interim City Manager

YOUTH SERVICES:

James M. Walker
Executive Director

Attest:



Sherry Bishop
City Clerk



Approved as to Form:


Julie Lombardi
Julie Lombardi
City Attorney