

CITY OF BROKEN ARROW YOUTH COUNSELING AGREEMENT

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

The City has determined there is a continuing need for counseling services in the Broken Arrow area. The City further finds that Youth Services is comprised of knowledgeable people having many years experience in this field who can supplement the City's activities.

The term of this Agreement is effective on July 1, 2015, and expires June 30, 2016. This agreement does not renew automatically.

Youth Services shall provide crisis intervention and short-term counseling services to the youth of Broken Arrow, and administrative supervision in municipal court juvenile cases. Youth Services shall also provide screening to determine the need for long-term treatment or counseling services to the youth of Broken Arrow.

The City shall pay Youth Services Two Thousand Five Hundred Dollars and 00/100ths (\$2,500.00) each month for a total of thirty thousand dollars and no cents (\$30,000.00) for one (1) year, as compensation for meeting the needs described above and for operating the Broken Arrow office. Youth Services shall also seek private contributions and other funding, and agrees to make efforts to expand its activities as the needs of the community and its resources allow. Youth Services has no authority to make any commitments that bind the City.

Youth Services shall employ necessary personnel to perform its activities on behalf of the City. Youth Services may make reasonable modifications to its programs that continue to provide the same type and intensity of services as described above.

Youth Services shall accept and City shall appoint a representative to the Youth Services Board of Directors. Said representative shall facilitate coordination between the parties and supervision of the funds described above.

Youth Services is 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 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 (including 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 aspect 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 insurance in no less than or in 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 business 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 upon the failure of Youth Services to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement. The right to terminate this Agreement upon default of Youth Services is in addition to any other rights and remedies provided by law. 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 estopping 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. Youth Services shall conform to and abide by all Federal, State and local laws and regulations, including, but not limited to all laws regarding employment of aliens, and that no person shall be subjected to discrimination under a project, program or activity supported by this Agreement.

