

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (AGREEMENT) is entered into with an effective date of January 1, 2020 by and between the VILLAGE OF COTTAGE GROVE (VILLAGE) and BRIARPATCH YOUTH SERVICES INC. (BRIARPATCH), formerly known as YOUTH SERVICES OF SOUTHERN WISCONSIN INC. (YSOSW)

WHEREAS, YSOSW previously developed and managed THE VILLAGE YOUTH PEER COURT programs in various municipalities, and

WHEREAS, YSOSW has managed a YOUTH PEER COURT PROGRAM in the VILLAGE since 2004, and the VILLAGE wishes to continue this program and receive various services from the successor to YSOSW, BRIARPATCH

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, it is hereby agreed between the parties as follows:

ARTICLE I – PREAMBLE

A. The parties mutually agree the VILLAGE and BRIARPATCH are separate and distinct entities and shall not have any general authority to enter into any contract, assume or impose any obligation on behalf of the other.

B. Neither party has any responsibility or obligation for the employees of the other party.

ARTICLE II – OBLIGATIONS OF THE PARTIES

A. OBLIGATIONS OF BRIARPATCH

BRIARPATCH agrees to operate a Youth Peer Court in Cottage Grove under jurisdiction of the Cottage Grove Municipal Court. Services provided under this AGREEMENT shall include:

1. Managing day-to-day operations of the Youth Peer Court (YPC).

2. Processing cases assigned by the Village of Cottage Grove Municipal Court subject to the following:
 - (a) No case referral will involve an individual who has attained the age of eighteen (18) who was not enrolled in High School at the time of his or her offense.
 - (b) Traffic referrals shall be limited to determining potential alternative dispositions to the payment of forfeitures adjudicated with first offense traffic violations.**
3. Recruitment and training youth volunteers for YPC service.
4. Monitoring respondent compliance with YPC dispositions and reporting this information to the Municipal Court Judge on a monthly basis.
5. Facilitating monthly YPC sessions for up to 6 respondents.
6. Attending YPC Steering Committee Meetings.
7. Completing quarterly and year-end reports to include program related data.
8. Making the agency's Retail Theft Panels and supervised community service work teams available to YPC respondents.
9. Provide Cottage Grove with an annual Invoice for Services

B. OBLIGATIONS OF THE VILLAGE OF COTTAGE GROVE

VILLAGE agrees to:

1. Establish and maintain a YPC Steering Committee consisting of at least three (3) community members who reside or work in the Village.
2. Hold at least two (2) Steering Committee meetings annually. These meetings shall include a review of YPC goals and objectives.
3. Identify a person to serve as liaison between the Cottage Grove Municipal Court and BRIARPATCH. (see IV B)

C. The parties may mutually agree in writing to revise these services/obligations.

D. BRIARPATCH may not assign any of the services/obligations outlined in this AGREEMENT.

ARTICLE III - CONSIDERATION

A. In consideration of BRIARPATCH satisfactorily providing the services/obligations outlined in SECTION II, the VILLAGE agrees to pay BRIARPATCH for the year 20the sum of SIX THOUSAND DOLLARS (\$6,000.00).

B. Payment for these services shall be made within thirty (30) days of receipt of the annual invoice form BRIARPATCH.

ARTICLE IV - REPRESENTATIVES

A. BRIARPATCH agrees all services and activities performed pursuant to this AGREEMENT will be supervised and directed by JAY KIEFER the Program Director for BRIARPATCH or designee.

BRIARPATCH shall inform the VILLAGE of any changes to the BRIARPATCH representative.

B. All dealings between the VILLAGE and BRIARPATCH with respect to the subject matter of this AGREEMENT shall be with VILLAGE ADMINISTRATOR MATT GIESE or his designee.

ARTICLE V – TERM/RENEWAL/TERMINATION

A. The term of this AGREEMENT shall extend from the first day of January 2020 and terminate on the 31st day of December, 2020.

B. Consideration of funding, renewing or amending the underlying AGREEMENT for subsequent year(s) shall occur as part of the Village Budget process and shall be completed in conjunction with the adoption of the final Village Budget.

C. Either party may terminate this AGREEMENT without cause by providing the other party with thirty (30) days advance written notice, sent by certified mail, of their intent to do so.

D. If the AGREEMENT is terminated before the end of a calendar year, the VILLAGE shall pay BRIARPATCH a pro-rated amount of the annual rate or BRIARPATCH shall return a pro-rated amount to the VILLAGE within thirty (30) days of such termination.

ARTICLE VI. INDEMNITY

A. BRIARPATCH agrees to indemnify and hold the VILLAGE harmless from any and all liability, loss, damages, demands, suits and/or judgments arising from BRIARPATCH negligent acts, errors or omissions in the performance of this AGREEMENT.

B. This provision shall survive termination of the AGREEMENT.

ARTICLE VII -INSURANCE

1. WORKER’S COMPENSATION AND EMPLOYERS’ LIABILITY:

BRIARPATCH agrees that it will comply with all statutes and laws with regard to Workers’ Compensation/Occupational Disease applying to employees or their beneficiaries. Minimum limits shall be:

Worker’s Compensation	Statutory Limits
Employer’s Liability	
Bodily Injury by Accident	\$500,000 Each Accident

The worker’s compensation insurance policy shall contain a Waiver of Subrogation in favor of the Village waiving each underwriter’s rights of subrogation against the owner.

2. COMMERCIAL GENERAL LIABILITY LIMITS NOT LESS THAN:

Bodily Injury and Property Damage, Minimum limits shall be as follows:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Medical Payments	\$5,000

3. COMMERCIAL AUTOMOBILE, INCLUDING OWNED, NON-OWNED AND HIRED AUTOMOBILES.

Limits not less than: \$1,000,000 Combined Single Limit, Each Accident for bodily injury and property damage. Policy must be

intended to cover all owned, non-owned and hired automobiles.

4. MISCELLANEOUS INSURANCE-RELATED PROVISIONS

- All liability coverage shall be on an “occurrence” policy form and shall be maintained without interruption from date of commencement of the work until date of final payment.
- BRIARPATCH shall list the Village as an Additional Insured on all insurance policies herein, other than worker’s compensation policies. The worker’s compensation policy must contain a Waiver of Subrogation in favor of the Village. Certificates of insurance acceptable to the Village shall be filed with the Village prior to commencement of the work under the Agreement and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Village.
- The Village requires that the Additional Insured requirement be accomplished through a CG 20 10 07 04 endorsement and a CG 20 37 07 04 endorsement or equivalent thereof.
- If this insurance is written on a Commercial General Liability policy form, the ACORD form 25S will be acceptable.

ARTICLE VIII – RESOLUTION OF DISPUTES

A. **INFORMAL DISPUTE RESOLUTION**

In the event a dispute arises regarding the performance or interpretation of this AGREEMENT, both parties agree to negotiate in good faith to resolve the dispute.

If the dispute is not resolved within sixty (60) days, the dispute shall be referred to mediation unless both parties agree to extend the Informal Resolution Process.

Either party may terminate the extended Informal Dispute Process by providing written notice to the other party.

B. MEDIATION.

(i) The parties agree to name a mediator within fourteen (14) days of the expiration of the time period to reach informal resolution.

If no mediator is agreed upon within said 14 days, each party shall name a third party and the third parties so named shall pick a mediator within 10 days. The parties shall present their dispute to the mediator within 60 days of the mediator being named.

(ii) The mediator shall not have the authority to add, change, alter or modify any of the terms or provisions of this Agreement.

(iii) The expense of the mediator shall be divided equally between the parties.

ARTICLE IX– MISCELLANEOUS

A. ENTIRE AGREEMENT

This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are not understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND

This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood BRIARPATCH may not assign any rights or obligations hereunder without the prior written consent of the VILLAGE.

C. GOVERNING LAW

This AGREEMENT shall be governed by and construed and interpreted in accordance with the law of the State of Wisconsin.

D. HEADINGS; REFERENCES

The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to "Sections" and other subdivisions are to the sections and subdivisions of this AGREEMENT.

E. SEVERABILITY

If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

F. NOTICE

Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid addressed to:

VILLAGE OF COTTAGE GROVE

BRIARPATCH YOUTH SERVICES

ATTN.: VILLAGE ADMINISTRATOR
MATT GIESE
221 E. COTTAGE GROVE RD.
COTTAGE GROVE, WI 53527

ATTN: JAY KIEFER
2720 RIMROCK RD.
MADISON, WI 53713

G. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties will comply with all applicable federal, state and local law regulations.

H. REMEDIES

Except as may be otherwise provided in this AGREEMENT, all claims, counterclaims, disputes and other matters in question between the VILLAGE and BRIARPATCH arising out of or relating to this AGREEMENT or breach thereof will be decided first by mediation, if the parties mutually agree, or failing such agreement, in a court of competent jurisdiction located within Dane County, Wisconsin.

I. COUNTERPARTS

This AGREEMENT may be executed in counterparts and the signatures of each party on separate copies of the AGREEMENT shall be fully effective to bind each of them to the AGREEMENT with any other party that signs any separate copy of the AGREEMENT.

J. REPRESENTATION

The parties acknowledge this AGREEMENT was drafted by Attorney Leighton W. Boushea who serves as the attorney for the VILLAGE. BRIARPATCH acknowledges Attorney Leighton W. Boushea cannot and has not provided any legal counsel. If any term, section or other portion of this document is reviewed by a court, mediator, arbitrator or other judicial or *quasi* judicial entity, such entity shall treat this document as having been drafted by both parties jointly. By the terms of this AGREEMENT, neither party shall benefit from not having drafted this document.

SIGNATORY PAGES ARE ATTACHED AND INCORPORATED HEREIN AS IF FULLY SET FORTH.

BRIARPATCH YOUTH SERVICES

_____ By: _____
Date

VILLAGE OF COTTAGE GROVE

_____ By: _____
Date Village President John Williams

_____ Attest: _____
Date Village Clerk Lisa Kalata