

**STATE OF TEXAS**

**§ COLLIN COUNTY ALTERNATIVE**

**§**

**§**

**§ DISPUTE RESOLUTION PROGRAM**

**COUNTY OF COLLIN**

**§**

**§**

**AGREEMENT FOR ALTERNATIVE DISPUTE RESOLUTION SERVICES**

**THIS AGREEMENT**, made and entered into by and between **COLLIN COUNTY, TEXAS** (hereinafter called "County"), and the **COLLIN COUNTY ALTERNATIVE DISPUTE RESOLUTION PROGRAM** (hereinafter called "CCADRP") effective the 1<sup>st</sup> day of January, 2025.

**WITNESSETH:**

**WHEREAS**, County desires to continue an alternative dispute resolution system in Collin County, Texas, and

**WHEREAS**, CCADRP has agreed to provide the necessary services for the continuation of an alternative dispute resolution system, pursuant to Section 152.002, Civil Practice and Remedies Code,

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and agreements contained herein, the parties do agree as follows:

**ARTICLE 1.**  
**STATEMENT OF WORK**

CCADRP shall perform the services, bill the County for those services at the prices stated, and deliver the reports and other items specified in this Agreement and render the services described in in the "Statement of Work" attached hereto and incorporated herein as Exhibit "A" and expressly made a part hereof for all purposes.

**ARTICLE 2.**  
**KEY PERSONNEL**

The President of CCADRP shall be the Project Director for the work under this Agreement, although this does not prohibit any employee hired by CCADRP from being assigned certain duties to facilitate those bestowed upon the Project Director, or from having any employee act as the primary point of contact between CCADRP and County. In addition, one of the three (3) members of the Board of Directors of CCADRP shall act as a supervising attorney on all scheduled mediations to assure that the mediator is fulfilling his/her obligations, the terms of which shall be agreed to by the mediator and the supervising attorney. CCADRP will employ staff who will be responsible for scheduling mediations, maintaining records, sending notifications of mediation success or failure to the appropriate courts as required by statute and preparing reports for submission to the Collin County Judge, the Local Administrative Judges and the Board of Directors.

**ARTICLE 3.**  
**INITIAL AND OPTIONAL TERMS OF AGREEMENT**

The period of performance under this Agreement shall commence on January 1, 2025 and continue through December 31, 2025, with an option to renew for four (4) additional one (1) year terms at the discretion of the County. Upon County's exercise of its option to renew, both parties shall agree to a budget amount for the new term. In the event the County does not exercise its options to renew, this Agreement shall terminate ninety (90) days after receipt by CCADRP of County's written notice to terminate.

**ARTICLE 4.**  
**TERMINATION OF AGREEMENT**

**A. Default.** Any party may give notice of its intent to terminate the Agreement as a result of the other party's default of its obligations under this Agreement by giving thirty (30) days advance written notice to the other party as provided herein. The written notice

of termination must state therein the reasons for the termination. This Agreement shall be terminated if the specified default(s) are not corrected within the thirty (30) days. A breach of contract or default by CCADRP shall authorize County to award the Agreement to another party, purchase the services elsewhere, and charge any increased costs to CCADRP. Termination or cancellation of this Agreement shall not affect the rights and the obligations of the parties which accrued prior to termination. County shall be liable for all contractual expenses incurred and all non-cancelable commitments made prior to CCADRP's receipt of the notice of termination and shall pay CCADRP for the same on receipt of a final invoice. CCADRP shall deliver all work in progress to County at the time of the termination or within thirty (30) days of the termination date.

**B. Convenience.** Any party may terminate this Agreement by providing the other party with thirty (30) days written notice delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party as specified herein for notices. Termination or cancellation of this Agreement shall not affect the rights and the obligations of the parties which accrued prior to termination. County shall be liable for expenses incurred and all non-cancellable commitments made prior to CCADRP's receipt of the notice of termination and shall pay CCADRP for same on receipt of a final invoice. CCADRP shall deliver all work in progress to County at the time of the termination or within thirty (30) days of the termination date.

## **ARTICLE 5**

### **COST AND PAYMENT**

County shall pay CCADRP a total amount not to exceed \$264,930.59 ("the Budget") for the initial term of this Agreement for the performance of the services, counsel, reports, one time start-up costs, and other items delivered hereunder. The annual operations total shall not exceed \$242,330.59, and the one-time start-up costs shall not exceed \$22,600.00 (Exhibit B). County shall pay an initial payment of \$143,765.30, being six months of annual expenses

(\$121,165.30) and the start-up costs (\$22,600.00), by January 15, 2025. The remainder of the Budget shall be paid to CCADRP upon receipt of request for payment of items set out in Exhibit B, except such request shall not be made any earlier than June 15, 2025, and – the payments in total – shall not exceed the Budget unless previously agreed to in writing by County and CCADRP. In all instances, CCADRP shall submit monthly invoices to County mailed directly to:

Collin County Auditor's Office  
2300 Bloomdale Rd., Suite 3100  
McKinney, Texas 75071

As is applicable, all invoices submitted shall clearly identify the associated case numbers for services provided to allow the County to readily identify and allocate funds appropriately.

County agrees to pay CCADRP within thirty (30) days of the receipt and acceptance of all completed services and/or products ordered and receipt of a valid invoice, in accordance with Section 2251, Texas Government Code. Payments shall be mailed directly to:

CCADRP  
1415 Legacy Dr., Suite 350  
Frisco, Texas 75034

Any fees collected from clients by CCADRP for services performed under this Agreement as described in Exhibit A, will be used solely for the purpose of the Alternative Dispute Resolution System Program, will be reported on each invoice, and in the annual reports presented to County.

#### **Optional Renewal Term Costs and Payments**

For each optional renewal term, the County shall pay CCADRP a sum not to exceed the total amount paid during the initial term of this Agreement unless CCADRP provides the County with written Notice of its intent to increase said sum for the specific renewal period. CCADRP must give written Notice to County on or before July 1 of the year immediately preceding the renewal term period.

## **ARTICLE 6** **EQUIPMENT**

All permanent and expendable equipment purchased by CCADRP under this Agreement shall become the sole property of CCADRP at the time of purchase, and title thereto shall vest solely in CCADRP.

## **ARTICLE 7** **ASSIGNMENT**

CCADRP shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the Collin County Commissioners Court.

## **ARTICLE 8** **MINIMUM TECHNICAL REQUIREMENTS**

It is the County's intent to obtain the services of CCADRP to administer an alternative dispute resolution system for Collin County. The County is authorized by Section 152.002, Civil Practices and Remedies Code, to enter into a Contract for the purposes of establishing an alternative dispute resolution system.

- A. County shall be entitled to take whatever steps it deems necessary to obtain or provide the required services, which are provided herein, from any alternative source or in any manner deemed appropriate presently or at any future time by County.
- B. Section 152.001 Civil Practices and Remedies Code defines alternative dispute resolution system as an informal forum in which mediation, conciliation, or arbitration is used to resolve disputes among individuals, including those having an ongoing relationship such as relatives, neighbors, landlords and tenants, employees and employers, and merchants and consumers. CCADRP shall perform, provide, and administer an alternative dispute resolution system as established in Chapter 152, Civil Practice and Remedies Code, for the peaceable and expeditious resolution of citizen disputes. CCADRP shall abide by all federal, state, county, and local laws governing or covering this type of service.
- C. CCADRP shall assign a director to serve on the alternative dispute resolution committee upon the administrative judge's request during settlement weeks.
- D. CCADRP shall make available to County its financial records for the Agreement for audit and/or review at County's discretion. In addition, CCADRP shall provide County the following data and/or reports:
  - a. Program service statistics on an annual basis;
  - b. Financial statistics on an annual basis; and

- c. Annual budget for contracted program.

## **ARTICLE 9**

### **NOTICES**

All notices under this Agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service or express courier and addressed to the following individuals:

**For CCADRP:** Deborah Mackoy, Executive Director  
CCADRP  
1415 Legacy Dr., Suite 350  
Frisco, Texas 75034

**For County:** Yoon Kim  
Collin County Administrator  
Jack Hatchell Collin County Administration Building  
2300 Bloomdale Rd, Suite 4192  
McKinney, Texas 75071

## **ARTICLE 10**

### **INDEPENDENT CONTRACTOR**

CCADRP is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the services contracted by County. CCADRP employees or mediators shall in no sense be considered employees of County, and CCADRP nor County personnel will, by virtue of this Agreement, be entitled or eligible, by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by another party to its employees, including but not limited to worker's compensations insurance coverage. This Agreement is not an agreement of joint venture, joint enterprise, partnership, or employment. Neither CCADRP nor County shall order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment in another party's name or purporting to be on the other party's behalf unless expressly authorized by the terms of this Agreement or by a separate written agreement with the other party.

**ARTICLE 11**  
**INDEMNIFICATION**

*CCADRP will defend, indemnify, and hold harmless Collin County and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of CCADRP, their agents, employees, subcontractors, or suppliers in the execution of or performance under this Agreement. CCADRP shall pay any judgment, including costs, and attorney's fees which may be obtained against Collin County, or other indemnified parties, growing out of such injuries or damages.*

**ARTICLE 12.**  
**GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Collin County, Texas for all legal proceedings.

**ARTICLE 13**  
**FUNDING**

Funds for payment have been provided through the Collin County budget approved by the Collin County Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond this fiscal year for which a budget has been approved. Any obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

**ARTICLE 14.**  
**AMENDMENTS**

This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the parties and as set out in Article 3 and 4, herein. No oral statement-of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Agreement. All requests for change orders to the Agreement will be made in writing to the Collin County Director of Purchasing.

**ARTICLE 15.**  
**SUCCESSORS & ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

**ARTICLE 16.**  
**CONFIDENTIALITY**

All information disclosed by County to CCADRP for the purpose of the work to be done or information that comes to the attention of CCADRP during the course of performing such work is to be kept strictly confidential to the extent allowable by the laws of the State of Texas.

**ARTICLE 17**  
**PERFORMANCE**

Performance of this Agreement shall be in Collin County, Texas. CCADRP has established a facility at CCADRP, 1415 Legacy Dr., Suite 350, Frisco, Texas 75034, or other approved location, where the mediations or alternative dispute resolution conferences shall take place.

**ARTICLE 18.**  
**CONFLICT OF INTEREST**

No public official shall have any interest in this Agreement, except as permitted by and subject to the disclosure requirements of Chapter 171, Local Government Code.

**ARTICLE 19**  
**INSURANCE**

CCADRP shall, during the term of this Agreement, maintain and keep in force throughout the term of the Agreement the following insurance:

- A. Worker's Compensation in accordance with State Worker's Compensation laws covering employees of the Bar Association and CCADRP and Employer's Liability Insurance. However, these requirements shall not exceed those required of

employers under State and/or federal law.

- B. Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions of this Agreement fully insuring CCADRP and the Bar Association's liability for injury to, or death of, county employees and third parties, extended to include personal injuring liability coverage, and for the damage of property of third parties, with a minimum combined average for each occurrence of \$500,000.00. This shall NOT include any requirement for CCADRP or the mediators providing services under its umbrella, to have malpractice insurance.

## **ARTICLE. 20**

### **CAPTIONS**

The captions to the various articles of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

## **ARTICLE 21**

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year indicated by each signature.

**COUNTY OF COLLIN**

**COLLIN COUNTY**

**ALTERNATIVE DISPUTE**

**RESOLUTION**

DocuSigned by:  
By Michelle Charnoski  
8106060E82F645E...

DocuSigned by:  
By Deborah MacKoy  
F1CA0EB273344D8...

**Michelle Charnoski, NIGP-CPP, CPPB**

**Deborah MacKoy, President**

**Purchasing Agent**

**CO# 2024-1241-12-09**

**EXHIBIT "A"**  
**STATEMENT OF**  
**WORK**

CCADRP will provide Alternative Dispute Resolution Services as follows:

Upon referral by a Collin County Court, the Executive Director will schedule a full day of mediation based on the calendaring needs of both parties and the availability of attorneys providing their services to CCADRP. Unless the individual parties are unable to do so, or the CCADRP calendar does not allow, mediation will be scheduled within 21 days of referral by a Court. Referral shall mean the receipt of a court order by CCADRP. The Executive Director shall make sure the needs of the parties are met. Office supplies, equipment, copies, lunch, refreshments, and any other necessary items will be made available to the mediators. The Executive Director will assist the participants in the mediation if questions arise that need the assistance of one of the supervising attorneys so that the issue can be addressed. The terms of this agreement do not impute any personal liability on the supervising attorneys.

The referring judge will determine the service level the mediation will be under, and the Executive Director will be responsible for collecting fees as appropriate. The Executive Director shall maintain detailed records of fees collected and disbursed. The fee structure shall be determined as set out below. Full day mediation begins at 9:00 a.m. and ends at 5:00 p.m. Any time expended after 5:00 p.m. will be at the discretion of the mediating attorney, and the mediating attorney has the right to charge a fee for this overtime at the rate of \$400.00 per hour, with such fees to be charged by and retained by the mediator. CCADRP shall have no obligation to collect this overtime. Lunch is served to all participants and mediating attorneys, at the expense of CCADRP. Lunch is provided for the mediator, parties, and the parties' attorney(s).

The mediators assigned to the cases shall have a current and valid license to

practice law in the state of Texas. The mediators who receive fees as a result of these mediations shall be considered contractors and shall be paid via a 1099 by CCADRP. The levels of fees shall be as noted below.

**Level 1:** Any case involving individuals who have been judicially determined to be indigent will be mediated free of charge for that individual. This includes litigants who are being represented pro bono by attorneys. These cases will normally (but not always) involve family law litigation. No payment shall be made to the mediator for these cases, except for the overtime noted above.

**Level 2:** Cases involving disputes where the net estate of one party or both parties is less than \$250,000.00, or the amount in controversy is less than \$250,000.00. This level may also include suits affecting parent-child relationship when the net estate of one or both parties is less than \$250,000.00. The cost for this level will be \$150.00 per side. No payment shall be made to the mediator for these cases, except for the overtime noted above.

**Level 3:** Cases involving disputes where the net estate of one party or both parties is in the range of \$250,000.00 - \$750,000.00, or where the amount in controversy is between \$250,000.00 to \$750,000.00. The cost of mediation will be \$900.00 per side (\$1,800.00 total) for a full day of mediation. Any time expended after 5:00 p.m. will be at the discretion of the mediator. Of these fees, \$1,400.00 will be paid to the mediator (plus any overtime, as noted above), \$400.00 to CCADRP.

**Level 4:** Cases involving disputes where the net estate of one party or both parties is over \$750,000.00 or where the amount in controversy is over \$750,000.00. The cost per side is \$1,500.00 per side (\$3,000.00 total) for a full day and any time expended after 5:00 p.m. will be at the discretion of the mediator. Of these fees, \$2,200.00 will be paid to the mediator (plus any overtime, as noted above), \$800.00 to CCADRP.

The Executive Director will gather all relevant information regarding the mediation process including whether or not the process was successful and any complaints or concerns that occurred during a mediation. This information will be maintained and written into report form for the Board of Directors, the Collin County Judge, and the local administrative Judge. These reports will be submitted to the Collin County Commissioners Court every quarter of each fiscal year during the term and renewal terms of the Contract.

Finally, CCADRP will facilitate, at no additional charge to any party, two settlement weeks annually. These settlement weeks are mandated by law and CCADRP will coordinate with the Courts to obtain the best possible outcomes.

## Exhibit “B”

### Annual and Start-Up Budget

| Budget for the COLLIN COUNTY<br>ALTERNATIVE DISPUTE RESOLUTION PROGRAM 501(c)(3) |    |            |
|----------------------------------------------------------------------------------|----|------------|
| ANNUAL EXPENSES                                                                  |    |            |
| Salaries and fringe                                                              | \$ | 161,630.00 |
| Lease space                                                                      | \$ | 60,000.00  |
| IT expenses                                                                      | \$ | 7,000.59   |
| Supplies/Insurance                                                               | \$ | 5,400.00   |
| Professional services                                                            | \$ | 4,800.00   |
| Marketing/Charitable events                                                      | \$ | 3,500.00   |
| ANNUAL FIXED TOTAL                                                               | \$ | 242,330.59 |
|                                                                                  |    |            |
| START-UP COSTS                                                                   |    |            |
| Website                                                                          | \$ | 5,500.00   |
| Equipment                                                                        | \$ | 9,600.00   |
| Legal Fees                                                                       | \$ | 7,500.00   |
| START-UP TOTAL                                                                   | \$ | 22,600.00  |
|                                                                                  |    |            |
| TOTAL                                                                            | \$ | 264,930.59 |