

**FIRST AMENDMENT TO THE AGREEMENT FOR ALTERNATIVE DISPUTE
RESOLUTION SERVICES**

THIS AMENDMENT, 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 1st day of January, 2026.

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,

WHEREAS, the County and CCADRP entered into an agreement on December 9, 2024, through Court Order 2024-1270-12-09,

WHEREAS, the parties want to continue the agreement and agree to the amendments outlined hereafter.

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

1) Amendment to Article 3:

"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. The contract shall continue and each option period shall be exercised unless the County exercises its option not to renew. If the County chooses not to renew, the County must give at least ninety (90) days' notice before the end of the option period. Upon County's exercise of its option to renew, both parties shall agree to a budget amount for the new term.

2) Amendment to Article 5:

"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 invoices to County mailed directly to:

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

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, and in the annual reports presented to County.

CCADRP shall contract with an outside auditor to perform an annual financial and performance audit to ensure the proper use of county funds according to their statutory restrictions. CCADRP shall provide the County Auditor's Office the annual report within fifteen (15) days of its completion.

3) Amendment to Article 14

“This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the parties. 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.”

4) Amendment to 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 determined by the CCADRP Board of Directors.

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 an annual report form for the Board of Directors, the Collin County Judge, and the local administrative Judge.

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.

5) Amendment to Article 21:

The Original Agreement, as modified by this Amendment, constitutes the entire agreement between the Parties and supersedes all previous agreements and understandings relating to the work to be performed.

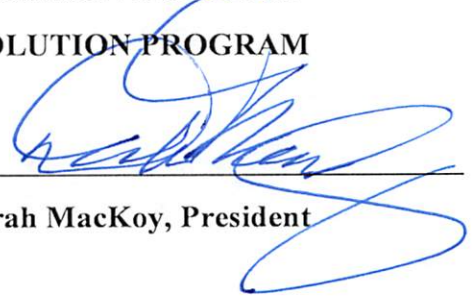
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment, to be effective as of the date indicated by the final signature below.

COLLIN COUNTY

By _____
Michelle Charnoski, NIGP-CPP, CPPB
Purchasing Agent
Court Order No. _____

COLLIN COUNTY

**ALTERNATIVE DISPUTE
RESOLUTION PROGRAM**

By  _____
Deborah MacKoy, President