



The Supreme Court of Oklahoma

Michael D. Evans
Director
michael.evans@oscn.net

Administrative Office of the Courts
2100 North Lincoln Blvd., Suite 3
Oklahoma City, Oklahoma 73105
(405) 556-9300

Sue D Tate
ADR System Director
sue.tate@oscn.net

June 15, 2015

LeiLani Armstrong
Early Settlement Mediation
Police-Courts Building
600 Civic Center, Suite 108
Tulsa, OK 74103

Dear LeiLani:

Two copies of the renewal agreement for your Early Settlement Mediation program for fiscal year 2016 are enclosed. Please have both signed, retain one copy for your records and return the other original to me.

Feel free to contact me if you have any questions or concerns.

Cordially,

A handwritten signature in black ink, appearing to read "Sue".

Sue Darst Tate
ADR System Director

Enclosures

SDT

AGREEMENT

This Agreement is between the Alternative Dispute Resolution System of the State of Oklahoma and the **Tulsa County Board of Commissioners**, and is for the purpose of providing partial state funding for the operation of a dispute mediation program known as Early Settlement (**Tulsa program**) as provided in 12 O.S. Supp. 1991, Section 1803 through 1813.

In consideration of the mutual promises herein contained, the parties agree that:

I. TERM OF AGREEMENT

This Agreement shall be effective **July 1, 2015** when signed by the party for the Tulsa County Board of Commissioners and the Administrative Director of the Courts, and shall be terminated pursuant to the provisions of the Articles herein.

II. SCOPE OF SERVICES

The Tulsa County Board of Commissioners agrees to provide dispute mediation services according to the Dispute Resolution Act, its Rules and Procedures, and other directives and forms provided by the Administrative Director of the Courts or his designee. Dispute mediation services shall be provided regionally throughout an area which is determined by need and set by the Administrative Director of the Courts

III. REIMBURSEMENT

- (a) The Tulsa County Board of Commissioners shall be awarded funding in the amount of **\$40,000** to be applied as a portion of the Payroll for the Early Settlement Tulsa Mediation Program Director for services rendered under this Agreement in accordance with its purposes and the Oklahoma Rules and Procedures for the Dispute Resolution Act, for the year beginning **July 1, 2015** and ending **June 30, 2016**.
- (b) In the event that this Agreement is terminated by the parties, or otherwise, before its full term has expired, the Tulsa County Board of Commissioners shall submit to the Administrative Director of the Courts a final statement of expenses pursuant to Section IV herein. The amount payable from the Tulsa County Board of Commissioners to the Alternative Dispute Resolution System shall be prorated to reflect the expired portion of the term.
- (c) In the event of an early termination by Alternative Dispute Resolution System pursuant to Section VIII, Alternative Dispute Resolution System shall pay all outstanding costs accrued by the Tulsa County Board of Commissioners to date of the termination, including any non-cancelable obligations.

- (d) The Tulsa County Board of Commissioners shall identify all sources of revenue designated for the program. Any funds designated for dispute mediation received by the Tulsa County Board of Commissioners during the term of this Agreement in addition to those set forth herein shall be reported to the Administrative Director of the Courts within 10 days of receipt.

IV. SUBMISSION OF CLAIMS

- (a) The Tulsa County Board of Commissioners shall submit monthly claims to the Administrative Director of the Courts for reimbursement. Invoices shall be accompanied by a cover letter briefly explaining what services have been included.
- (b) Nothing herein contained shall increase the maximum amounts set forth in Section III.

V. AUDITING OF BOOKS

The State Auditor and Inspector, the Office of State Finance, and the Director or his designee shall have the right to perform audits of the books of account of the Tulsa County Board of Commissioners and the sponsoring agency with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Auditor and Inspector, Office of State Finance or the Director or his designee at any mutually convenient time or times.

VI. MONITORING AND REPORTING REQUIREMENTS

- (a) The Administrative Director of the Courts or his designee shall have the right to conduct on-site inspections and monitoring of the project and office of the Tulsa County Board of Commissioners at his own discretion, and the Tulsa County Board of Commissioners shall cooperate in facilitating such inspections and monitoring.
- (b) The Tulsa County Board of Commissioners shall monthly provide statistical data as outlined in the Oklahoma Rules and Procedures for the Dispute Resolution Act. From time to time, in addition thereto as may be requested by the Administrative Director of the Courts, or his designee, the Tulsa County Board of Commissioners shall submit to the Administrative Director of the Courts additional operational, statistical or program reports.
- (c) The Tulsa County Board of Commissioners shall give immediate notice to the Administrative Director of the Courts of (1) any material changes in the scope of services provided pursuant to this Agreement; (2) any change in personnel performing the services provided pursuant to this Agreement.

VII. RETENTION OF RECORDS

The Tulsa County Board of Commissioners agrees to retain the following records for the following periods of time:

- (a) Financial records of the Tulsa County Board of Commissioners pertaining to this Agreement shall be retained for a minimum of five years after expiration of this Agreement.
- (b) A copy of the written agreement or decision subscribed to by the parties shall be retained for a period of five years after the execution.
- (c) A record of each case containing names of parties, category of dispute and resolution outcome shall be retained for a period of five years after termination of the case.

VIII. EXTENSION AND TERMINATION

- (a) This Agreement terminates **June 30, 2016** at the end of the fiscal year **2016**, and may be extended only by written agreement of the parties.
- (b) This Agreement may be terminated upon the discretion of the Administrative Director of the Courts or the Tulsa County Board of Commissioners with 30 days written notification.
- (c) The Alternative Dispute Resolution System may withdraw certification pursuant to this Agreement at any time the Administrative Director of the Courts determines that the Tulsa County Board of Commissioners is not adequately providing services pursuant to this Agreement or that any of the provisions of the Agreement are being violated.

IX. STATUS OF CENTER AND ITS EMPLOYEES

- (a) No employee of the Tulsa County Board of Commissioners is an employee of the Alternative Dispute Resolution System. The Tulsa County Board of Commissioners is responsible for the work, compensation and personal conduct of such employees while employed by the Tulsa County Board of Commissioners.
- (b) The Tulsa County Board of Commissioners agrees to provide oversight regarding all spending on behalf of the Early Settlement Mediation Tulsa program. This includes accepting the expenditure of funds for the program, requesting reimbursement from Alternative Dispute Resolution System for those costs within the budgeted amount listed in Section III and keeping accounting procedures regarding those expenditures and reimbursements.
- (b) Program and policy matters not dealing with the personnel and financial responsibilities listed above shall be the duties of the ADRS.

- (c) It will be the duty of the Early Settlement Mediation Tulsa Program Director to abide by any programmatic directives provided by the Alternative Dispute Resolution System. It will further be the duty of the Early Settlement Mediation Tulsa Program Director or a party representing the Tulsa County Board of Commissioners, upon reasonable notice and at a reasonable time and place, to appear when invited before the Dispute Resolution Advisory Board or the Director to answer questions regarding program performance.

X. LIABILITY OF ADRS AND TULSA COUNTY BOARD OF COMMISSIONERS

- (a) Nothing contained in this Agreement shall impose any liability or duty upon the Alternative Dispute Resolution System, its agents or employees, for any claims or damages resulting from, arising out of or relating to the acts, omissions, liabilities, obligations or taxes of whatever nature, of the Tulsa County Board of Commissioners or its employees, servants, agents or independent contractors.
- (b) Without waiving any defense or immunity, and subject to the Governmental Torts Claims Act (51 O.S. § 151 et seq.) and other applicable law, each party will be responsible for its own negligent acts and omissions.

XI. NOTICES

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand against a receipt, or three days after posting, if sent by regular mail, to a party at the following addresses:

Alternative Dispute Resolution System
Administrative Office of the Courts
2100 N. Lincoln Blvd., Suite 3
Oklahoma City, OK 73105
Attn: Sue D. Tate

Dispute Mediation Program
Early Settlement
600 Civic Center, Suite 108
Tulsa, OK 74103
Attn: Early Settlement -Tulsa

XII. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken, and the remaining provisions of this Agreement shall remain in full force and effect.

XIII. AMENDMENT OF AGREEMENT

The terms and conditions contained in this Agreement represent the full understanding of the parties and no part thereof shall be deleted or changed without the express written consent of both parties.

XIV. APPLICABLE LAW

- (a) This Agreement shall be governed by and construed in accordance with the laws of State of Oklahoma.
- (b) The Tulsa County Board of Commissioners and the Alternative Dispute Resolution System agree that each shall perform its obligations hereunder in accordance with all applicable Oklahoma laws, rules and regulations now or hereafter in effect, including 12 O.S. Supp. 1991, Sections 1801-1813 and the Oklahoma Rules and Procedures for the Dispute Resolution Act.

XV. OTHER TERMS AND CONDITIONS

The headings used in this Agreement are for reference purposes only and are not controlling.

WHEREFORE, the Alternative Dispute Resolution System and the Tulsa County Board of Commissioners have caused this Agreement to be executed as follows:

For: Alternative Dispute
Resolution System

For: Tulsa County Board of
Commissioners & Early Settlement –
Tulsa Program

By: Michael D. Evans
Michael D. Evans
Administrative Director of the Courts

By: _____
Chairman
Tulsa County Board of Commissioners

Date: 6-9-15

Date: _____