

AGREEMENT

This Agreement is between the Alternative Dispute Resolution System of the State of Oklahoma (hereinafter "ADRS"), and the **City of Norman** (hereinafter "Dispute Mediation Program: or "DMP"), and is for the purpose of certification by the Administrative Director of the Courts of a dispute mediation program known as Early Settlement 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, 2014** when signed by the party for the DMP and the Administrative Director of the Courts (hereinafter "Director"), and shall be terminated pursuant to the provisions of the Articles herein.

II. SCOPE OF SERVICES

DMP 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 within the geographical limits of the City of Norman and involving matters that are within the jurisdiction of the Municipal Court of the City of Norman or between parties of which at least one is a citizen of the City of Norman. Mediation services shall not be provided by the City of Norman in any instance where such service would be an infringement upon the engagement of legitimate private enterprise conducted within the City of Norman by citizens of the City of Norman.

III. MONITORING AND REPORTING REQUIREMENTS

(a) The Director or his designee shall have the right to conduct on-site inspections and monitoring of the project and office of the DMP at his own discretion, and the DMP shall cooperate in facilitating such inspections and monitoring.

(b) The DMP 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 Director, or his designee, the DMP shall submit to the Director additional operational, statistical or program reports.

(c) The DMP shall give immediate notice to the Director of (1) any material changes in the scope of the services provided pursuant to this Agreement; (2) any change in the personnel performing the services provided pursuant to this Agreement.

IV. RETENTION OF RECORDS

- (a) DMP agrees to retain the following records for the following periods of time:
- (1) Financial records of the DMP pertaining to this Agreement shall be retained for a minimum of five years after expiration of this Agreement.
 - (2) 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.
 - (3) 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.
- (b) All other records may be disposed of at the discretion of the DMP. The Director reserves the right in his discretion to add to the list of records which must be retained or alter the period of retention.

V. EXTENSION AND TERMINATION

- (a) This Agreement terminates **June 30, 2015** at the end of the fiscal year 2015, and may be extended only by written agreement of the parties.
- (b) This Agreement may be terminated upon the discretion of the Director by the ADRS with 10 days written notification or by the DMP upon 45 days written notification.
- (c) The ADRS may withdraw certification pursuant to this Agreement at any time the Director determines that the DMP is not adequately providing services pursuant to this Agreement or that any of the provisions of the Agreement are being violated.

VI. STATUS OF CENTER AND ITS EMPLOYEES

- (a) Nothing in this agreement shall cause any persons or other entities employed or engaged by the DMP as employees, servants, agents or independent contractors, to be considered employees or agents of the ADRS, the AOC or the Oklahoma Supreme Court. Nothing in this Agreement shall be construed to create any obligation upon the ADRS, the AOC or the Oklahoma Supreme Court for payment of any wages, taxes, unemployment insurance, workers compensation, or other employment-related benefit or contribution, to or for the benefit of any DMP agent or employee. The DMP is responsible for the work, compensation and personal conduct of such employees and agents while employed by the DMP.
- (b) It will be the duty of the Mediation Coordinator of the Early Settlement Norman

Mediation Program to abide by any programmatic directives provided by the ADRS. It will further be the duty of the Mediation Coordinator or a party representing the City of Norman to appear as mutually agreed before the Dispute Resolution Advisory Board or the Director to answer questions regarding program performance.

VII. INDEMNIFICATION

(a) Nothing contained in this Agreement shall impose any liability or duty upon the ADRS, its agents or employees, to persons or other entities employed or engaged by the DMP as employees, servants, or agents or in any other capacity, nor shall make the ADRS, its agents or employees, liable for the acts, omissions, liabilities, obligations or taxes of whatever nature, including without limitation, unemployment insurance and workmen's compensation, of the DMP or its employees, servants, agents or independent contractors.

(b) DMP agrees to indemnify the ADRS against all liability, losses, costs, and expenses (including reasonable counsel fees) which the ADRS may incur by reason of: (1) the breach by the DMP of any terms, provision, covenant, warranty, or representation contained herein;

(2) DMP's performance or failure to perform under this Agreement; and (3) the enforcement of this Agreement or any of its provisions.

VIII. 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
 Attention: Sue D. Tate

Dispute Mediation Program
 Early Settlement
 City of Norman
 201 West Gray, Box 370
 Norman, OK 73070
 Attention: Jayme Rowe

IX. 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.

X. 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.

XI. APPLICABLE LAW

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

(b) DMP and the ADRS 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.

XII. 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 City of Norman have caused this Agreement to be executed as follows:

For: Alternative Dispute Resolution System

For: The City of Norman and Early Settlement - Norman

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

By: _____
Mayor/City Manager
City of Norman

Date: 6-18-14

Date: _____

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY [Signature] DATE 7/10/2014