

1. Consideration of an Interlocal Agreement between Tarrant County and Texas A&M School of Law for Basic Mediation Training Services



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 8

DATE: 09/17/2024

SUBJECT: **CONSIDERATION OF AN INTERLOCAL AGREEMENT BETWEEN
TARRANT COUNTY AND TEXAS A&M SCHOOL OF LAW FOR
BASIC MEDIATION TRAINING SERVICES**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an Interlocal Agreement (ILA) between Tarrant County and Texas A&M School of Law for Basic Mediation Training Services.

BACKGROUND

Chapter 152 of the Texas Civil Practice and Remedies Code, allows counties to operate an alternative dispute resolution system (ADRS). ADRS is defined in section 152.001 as “an informal forum in which mediation, conciliation, or arbitration is used to resolve disputes among individuals, entities, and units of government, including those having an ongoing relationship such as relatives, neighbors, landlords and tenants, employees and employers, and merchants and consumers.”

Tarrant County’s Dispute Resolution model is dependent on independent mediators to provide high-quality mediation services for Tarrant County residents.

On October 18, 2022 the Commissioners Court, through Court Order #139437, approved the original ILA with Texas A&M School of Law for Basic Mediation Training Services to provide forty (40) hours of basic mediation training to twenty-four (24) members of the community and law students at no cost to the trainee.

On May 16, 2023, the Commissioners Court, through Court Order #140872, approved Amendment No. 1 to the ILA, providing an additional training per year for basic mediation services as mentioned above.

With approval, this ILA will supersede the original ILA and will continue to provide mediation services to the community and law students at no cost to the trainee. The term of this ILA is October 1, 2024 with an initial term of one (1) year. The ILA will automatically renew for no more than successive three (3) year periods thereafter, unless either party provides written notice of termination to the other party at least 30 days prior to the end of the then- current term.

This ILA has been approved as to form by the Criminal District Attorney’s Office.

SUBMITTED BY:	Dispute Resolution	PREPARED BY: APPROVED BY:	Susan Young Susan Young
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COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 09/17/2024 PAGE 2 OF 8

FISCAL IMPACT

Funds are requested in the FY 2025 budget in account 22500-2025 Alternative Dispute Resolution Services (ADRS)/4840100000 Dispute Resolution/569011 Professional Services.

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement ("Agreement") is between Tarrant County, Texas ("County"), and Texas A&M University, a member of The Texas A&M University System and agency of the State of Texas, on behalf of the Texas A&M University School of Law ("TAMU Law"). When referred to collectively, the County and TAMU Law are referred to as the "Parties."

WHEREAS, the County, through its Dispute Resolution department, provides mediation and conflict resolution training to residents, businesses, agencies, and the courts with a mission to provide citizens with a quick, cost-effective, procedurally fair, non-adversarial and voluntary resolution to litigation or conflicts; and

WHEREAS, the County's Dispute Resolution department has previously partnered with law schools in the past to provide mediation and conflict resolution training; and

WHEREAS, the County and TAMU Law originally entered into an Interlocal Agreement on October 18, 2022 in Commissioners Court Order #13943, which this present Agreement now supersedes; and

WHEREAS, TAMU Law can provide credentialed mediation training that meets the requirements of the Texas Mediator Credentialing Association and Texas Mediation Trainers Roundtable, for the benefit of the County and TAMU Law's students; and

WHEREAS, completion of the mediation training by TAMU Law's students will allow the students to be appointed as mediators by Texas courts pursuant to Section 154.052(a) of the Texas Civil Practice and Remedies Code; and

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the government functions and the payment for the performance of those governmental functions under this Agreement, the Parties will make the performance and payment from the current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and TAMU Law make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both Parties to this Agreement; and
- d. TAMU Law and the County have authorized their representatives to sign this Agreement.

NOW, THEREFORE, the County and TAMU Law agree as follows:

This Agreement is for the purpose of providing a training program containing the 40-hour Basic Mediation Training services (the "Training program"), which the Tarrant County Commissioners Court finds serves a direct public purpose and serves the public welfare of the citizens of Tarrant County.

1. SCOPE OF SERVICES AND RESPONSIBILITIES OF THE PARTIES

- (a) TAMU Law will provide the trainer(s) and the content for the Training program. The Training program will comply with the mediation training requirements promulgated by the Texas Mediation Trainers Roundtable, as well as the requirements of the Texas Alternative Dispute Resolution Act as codified in section 154.052 of the Texas Civil Practice & Remedies Code.
- (b) TAMU Law shall ensure all necessary technology is available to the trainer(s) for conducting the Training program online.
- (c) Two training programs may be offered through the term of this agreement on dates mutually agreed upon by the Parties.
- (d) The Training program will be conducted for a minimum of 10 participants and a maximum of 24 participants. Students currently enrolled at TAMU Law may attend the Training program free of charge.
- (e) County will maintain a registration system for Training program participants and will provide TAMU Law with the contact information for each participant registered for the Training program no later than one week prior to the Training program start date.
- (f) County will provide a mediation certificate to each participant who successfully completes the training program. TAMU Law will provide the names of these participants to County within one business day after the Training program end date.

2. TERM

The Agreement shall commence on October 1, 2024 with an initial term of one year. The Agreement will automatically renew for no more than successive three (3) year periods thereafter, unless either party provides written notice of termination to the other party at least 30 days prior to the end of the then-current term.

3. COST

County shall pay TAMU Law a minimum of \$6,000 and a maximum of \$7,500 for delivery of each training program. TAMU will invoice County upon the completion of each Training program. All correct invoices presented to County will be paid within thirty (30) days of receipt. Each Party will be responsible for any expenses involved in their implementation of this agreement. There will be no reimbursable items.

4. AGENCY-INDEPENDENT CONTRACTOR

Neither County nor any employee thereof is an agent of TAMU Law and neither TAMU Law nor any employee thereof is an agent of County. This agreement does not and may not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

5. ASSIGNMENT

Neither party may assign, in whole nor in part, any interest in this contract without the prior written consent of the other party.

6. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement shall be regarded as a third-party beneficiary of this Agreement. This Agreement may not be interpreted to waive governmental immunity, sovereign immunity, or any other defense or immunities otherwise available by law of any party to this contract, or the employees or representatives of such party, to the extent such party may have immunity under Texas or Federal law.

7. ENTIRE CONTRACT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

8. CONFIDENTIALITY

In the event TAMU Law receives confidential County information, TAMU Law will keep that information confidential during the contract term and following termination, unless TAMU Law is directed to disclose that information by legal proceedings. In the event TAMU Law becomes involved in legal proceedings regarding confidential County information, TAMU Law will notify the County immediately.

9. TERMINATION

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, is deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:

Chandler Merritt, County Administrator
Tarrant County
100 E. Weatherford Street
Fort Worth, Texas 76196

TAMU LAW:

Texas A&M University School of Law
Attention: Robert B. Ahdieh, Dean
1515 Commerce Street
Fort Worth, Texas 76102

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Director, Contract Administration
Telephone: 979-845-0099
Email: contracts@tamu.edu

In the event of early contract termination by County without cause, all fees and expenses due TAMU Law during the 30-day notice period will be paid in full. In the event the TAMU Law terminates this contract prematurely without cause, fees for the 30-day notice period will not be paid by County; however, any prior approved expenses may be paid to TAMU Law by County. If the contract is terminated for cause by County, then County will not pay fees or expenses incurred after the date of notice of termination.

10. MISCELLANEOUS

- A. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU Law and County to attempt to resolve any claim for breach of contract made by County that cannot be resolved in the ordinary course of business. County shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU Law, who shall examine County's claim and any counterclaim and negotiate with County in an effort to resolve the claim. This provision and nothing in this Agreement waives TAMU Law's sovereign immunity to suit or liability, and TAMU Law has not waived its right to seek redress in the courts.
- B. County acknowledges that TAMU Law is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TAMU Law's written request, and at no cost to TAMU Law, County will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU Law in a non-proprietary format acceptable to TAMU Law that is accessible by the public. County acknowledges that TAMU Law may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and County agrees that this Agreement can be terminated if County knowingly or intentionally fails to comply with a requirement of that subchapter.
- C. County and TAMU Law expressly acknowledge that TAMU Law is an agency of the State of Texas and County is a political subdivision of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas or County of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- D. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- E. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement and will become effective when counterparts

have been signed by each party and delivered to the other party. Transmission of signature pages by facsimile or by e-mail in a "pdf" format is acceptable.

Signature and Acknowledgement by the parties:

TEXAS A&M SCHOOL OF LAW

DocuSigned by:
By: **Dean K. Endler**
68ED0870913B466
DEAN ENDLER

Date: 8/21/2024 | 3:23:31 CDT

Title: University Contracts Officer

TARRANT COUNTY

By: _____
JUDGE TIM O'HARE

Date: _____

Title: Tarrant County Judge

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

CERTIFICATION OF AVAILABLE FUNDS
\$15,000

Tarrant County Auditor's Office