



ADMINISTRATIVE OFFICE
OF THE COURTS
OKLAHOMA SUPREME COURT

PHIL JOHNSON

State Director
Alternative Dispute
Resolution System
phil.johnson@oscn.net

May 29, 2026

Chairman, Cleveland County Commissioners
Cleveland County Courthouse
2nd Floor - 201 South Jones
Norman, OK 73069

Dear Chairman,

Find enclosed two (2) copies of the fiscal year **2027** renewal agreement for the **Early Settlement Mediation - Central program**. Please have both signed, retain one (1) original copy for your records, and return the other original to me. Thanks for sponsoring the Early Settlement program that serves the people of Cleveland and McClain counties.

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

Sincerely,

A handwritten signature in blue ink that reads "Phil Johnson".

Phil Johnson

Enclosures
PWJ

AGREEMENT

This Agreement is between the **Alternative Dispute Resolution System of the State of Oklahoma, by and through the Administrative Director of the Courts and Cleveland County Board of County Commissioners**, and is for the purpose of providing partial state funding for the operation of a dispute mediation program in Cleveland County, Oklahoma known as Early Settlement Central-Central Oklahoma Program as provided in 12 O.S. 2011, 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, 2026** or when signed by the authorized representative of the Cleveland County Board of County Commissioners, and the Administrative Director of the Courts, and shall be terminated pursuant to the provisions of the Articles herein.

II. SCOPE OF SERVICES

Early Settlement – Central Oklahoma Program, under the direction of the Program Director, will provide dispute mediation services according to the Oklahoma Dispute Resolution Act, its Rules and Procedures, and other directives and forms provided by the Administrative Director of the Courts or her designee and Alternative Dispute Resolution System. Dispute mediation services shall be provided regionally throughout an area which is determined by need and set by the Administrative Director of the Courts and Alternative Dispute Resolution System.

The Cleveland County Board of County Commissioners will provide staff for the program, including but not limited to a local Program Director for Early Settlement-Central Oklahoma Program and the Cleveland County Board of County Commissioners will be entitled to reimbursement from Alternative Dispute Resolution System for staffing expense in the amounts set forth below. The Cleveland County Board of County Commissioners shall employ a full-time Program Director with benefits and any intake staff shall be hired as independent contractors for such purposes. Staffing for the program will be renewed annually and subject to mutual agreement of the parties. The Program Director of the Early Settlement-Central Oklahoma Program and State Director, Alternative Dispute Resolution System will be responsible for monitoring the hours worked and submitted to the Cleveland County Board of County Commissioners for payment including annual/sick hours, if applicable.

The Cleveland County Board of County Commissioners agreement to furnish staff for the program is contingent upon sufficient funding to cover employee related payroll and other staffing expenses. Funding will be provided on a reimbursement basis by the Alternative Dispute Resolution System, and shall not exceed the amount set forth below. The Early Settlement-Central Oklahoma Program Director will manage all of the day-to-day operations of the program and will be responsible for maintaining and submitting staff time records to the Cleveland County Board of County Commissioners or its designee.

The Cleveland County Board of County Commissioners will be responsible for submitting claims to the Alternative Dispute Resolution System for reimbursements pursuant to this Agreement.

III. REIMBURSEMENT

- (a) The Cleveland County Board of County Commissioners shall be awarded funding not to exceed the amount of **\$112,075** in the following categories:

CATEGORY	LINE ITEM	FY ANNUAL AWARD
Payroll	Program Director	\$81,075 (Salary \$57,500 + 41% benefits)
Payroll	P/T Contract Intake Worker(s)	\$30,000 (1,500 hours X \$20)
Expense	Travel	\$500
Expense	Office Supplies	\$500

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, 2026** and ending **June 30, 2027**. The Cleveland County Board of County Commissioners, with the assistance of the necessary County, Administrative Office of the Courts, Alternative Dispute Resolution System and/or Early Settlement-Central Oklahoma Program personnel, will calculate and distribute the allocated amounts as necessary for payroll expenditures so long as the funding stream continues and proper reimbursements are being made by the Alternative Dispute Resolution System.

IV. AUDITING OF BOOKS

The State Auditor and Inspector, the Office of State Finance, and the Administrative Director of the Courts or her designee shall have the right to perform audits of the books of accounts of the Early Settlement-Central Oklahoma Program 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 her designee at any mutually convenient time or times.

V. RETENTION OF RECORDS

- (a) The parties agree to retain the following records for the following periods of time:
 - (1) Financial records 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 to a mediation 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.
 - (4) A copy of any employment agreement(s)/contracts between Cleveland County Board of County Commissioners and program staff and relevant employment records required by state and/or federal law.
- (b) All other records may be disposed of at the discretion of the Administrative Office of the Courts and/or Alternative Dispute Resolution System. The Administrative Director of the Courts reserves the right in her discretion to add to the list of records which must be retained or alter the period of retention.

VI. EXTENSION AND TERMINATION

- (a) This Agreement terminates **June 30, 2027** at the end of the fiscal year **2027**, and may be extended only by written agreement of the parties on such terms as they may agree.
- (b) This Agreement may be terminated upon the discretion of the Administrative Director of the Courts by the Alternative Dispute Resolution or by the Cleveland County Board of County Commissioners with 30 days written notification to the other party.

VII. STATUS OF CENTER AND ITS EMPLOYEES

- (a) Other than persons employed as full-time or part-time staff of the Administrative Office of the Courts, nothing in this agreement shall cause any persons or other entities employed or engaged to staff the Early Settlement- Central Oklahoma Program as employees, servants, agents or independent contractors, to be considered employees or agents of the Alternative Dispute Resolution System, the Administrative Office of the Courts, or the Oklahoma Supreme Court. Nothing in this Agreement shall be construed to create any obligation upon the Alternative Dispute Resolution System, the Administrative Office of the Courts, 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 Early Settlement-Central Oklahoma Program agent or employee.

The Cleveland County Board of County Commissioners shall determine the manner in which staff for the Early Settlement-Central Oklahoma Program are retained, and the terms and conditions applicable to their engagement, and Cleveland County Board of County Commissioners shall employ the full-time Program Director with benefits and any intake staff shall be hired as independent contractors for such purposes. The State Director of the Alternative Dispute Resolution System and/or Early Settlement-Central Oklahoma Program agree to supervise staff for the Early Settlement-Central Oklahoma Program in the following areas: travel, hours of work, vacation days, sick leave and any compensatory time owed.

- (b) The State Director, Alternative Dispute Resolution System and/or Director, Early Settlement-Central Oklahoma Program agree to provide oversight regarding all spending on behalf of the Early Settlement mediation program.
- (c) Program and policy matters not dealing with the personnel and financial responsibilities listed above shall be the duties of the Alternative Dispute Resolution System and/or Early Settlement-Central Oklahoma Program.
- (c) It will be the duty of the Early Settlement-Central Oklahoma Program Director to abide by any programmatic directives provided by the Administrative Office of the Courts and/or Alternative Dispute Resolution System. It will further be the duty of the Early Settlement-Central Oklahoma Program Director or a party representing the Early Settlement-Central Oklahoma Program to appear as mutually agreed before the Dispute Resolution Advisory Board or the Administrative Director of the Courts to answer questions regarding program performance and finance.

VIII. LIABILITY OF THE PARTIES

- (a) Nothing contained in this Agreement shall impose any liability or duty upon the Administrative Office of the Courts, or the Alternative Dispute Resolution System, their 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 Cleveland County Board of County Commissioners or its employees, servants, agents or independent contractors.
- (b) Nothing contained in this Agreement shall impose any liability or duty upon the Cleveland County Board of County Commissioners, 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 Administrative Office of the Courts or the Alternative Dispute Resolution System, or their employees, servants, agents or independent contractors.
- (c) 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.

IX. 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:

Administrative Director of the Courts
Administrative Office of the Courts
2100 N. Lincoln Blvd., Suite 3
Oklahoma City, OK 73105
Attn: Phil Johnson

Cleveland County Commissioners
Cleveland County Commissioners
201 South Peters
Norman, OK 73069
Attn: Chairman

X. 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.

XI. 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.

XII. APPLICABLE LAW

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma with venue in Cleveland County.
- (b) The Administrative Office of the Courts, Cleveland County Board of County 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. 2011, 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 Cleveland County Commissioners have caused this Agreement to be executed as follows:

For: Alternative Dispute Resolution System

By: Diana O'Neal
Diana O'Neal
Administrative Director of the Courts

Date: May 29, 2026

For: Cleveland County Commissioners

By: _____
Chairman
Cleveland County Commissioners

Date: _____

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Attn: Phil Johnson

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Cleveland County Commissioners
201 South Peters
Norman, OK 73069
Attn: Chairman

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By: Diana O'Neal
Diana O'Neal
Administrative Director of the Courts

Date: May 29, 2026

For: Cleveland County Commissioners

By: _____
Chairman
Cleveland County Commissioners

Date: _____