

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF SANTA BARBARA

AND

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

FOR THE PROVISION OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF ALTERNATIVE DISPUTE
RESOLUTION SERVICES

This Memorandum of Understanding (MOU) by and between the County of Santa Barbara (“COUNTY”) and the Superior Court of California, County of Santa Barbara (“COURT”) for the purpose of defining roles, responsibilities, and collaborative framework for the administration of alternative dispute resolution (“ADR”) services within the County of Santa Barbara is effective as of July 1, 2025.

RECITALS

WHEREAS, COURT and COUNTY have a shared commitment to promoting accessible, effective, community-centered ADR services and recognize the value of resolving disputes efficiently and equitably.

WHEREAS, in accordance with County of Santa Barbara Board of Supervisor Resolution No. 87-614, COUNTY has established funding for dispute resolution programs within the County as provided by law.

WHEREAS, the COUNTY has established a contract to provide ADR services throughout the County of Santa Barbara as set forth in the Dispute Resolution Programs Act of 1986 (“DRPA”) and the California Business & Professions Code Section 465 et seq., and its regulations contained in the California Code of Regulations, Title 16, Chapter 36 which provide for the establishment, funding, and services of local dispute resolution programs.

WHEREAS, the COUNTY has expressed interest in utilizing the COURT’s assistance in administering the COUNTY’s DRPA contract with Fighting Back Santa Maria Valley (hereinafter referenced as “DRPA contract”) and the COURT has agreed to administer the COUNTY’s DRPA contract.

WHEREAS, the COURT has established and operates its own alternative dispute resolution program titled **Court’s Administered Dispute Resolution** (“CADRe”) in addition to administering the COUNTY’s DRPA contract. The COUNTY is not responsible for the CADRe program.

WHEREAS, COURT and COUNTY aim to promote:

- High-quality ADR services that are available to all eligible participants;
- Accountability and continuous improvement in program administration; and
- Interagency cooperation.

WHEREAS, this partnership is grounded in mutual respect and a spirit of collaboration.

NOW, THEREFORE, the COURT and COUNTY agree and understand as follows:

1. PURPOSE OF THIS MOU

- a. To establish a cooperative relationship between the COUNTY and COURT to support the provision of ADR services to the public in accordance with the DRPA. This MOU defines roles, responsibilities, and collaborative framework for the administration of ADR services within the County of Santa Barbara.

2. TERM

- a. The term of this MOU is from July 1, 2025 to June 30, 2029. This date coincides with the contract period of the DRPA contract under the County's April 30, 2025 Alternative Dispute Resolution Services Request for Proposals submission deadline.

3. DESIGNATED REPRESENTATIVES

- a. Rana Warren at phone number 805-568-3400 is the representative of COUNTY and will administer this MOU for and on behalf of the COUNTY. Angela Braun at phone number 805-882-4723 is the authorized representative for COURT and will administer this MOU for and on behalf of the COURT.
- b. If a designated representative is no longer available or no longer holds the position, the respective party shall promptly notify the other party in writing and provide updated contact information for the new representative. Until such notice is received, communications may be directed to the department or office in which the representative served, as specified in section 4 below.

4. NOTICES

- a. Any notice or consent required or permitted under this MOU shall be in writing and delivered by personal delivery, email (provided that such email is sent to the designated email addresses listed below and confirmation of receipt is obtained), or by first class mail, registered or certified mail, or express courier service, with postage prepaid, as follows:

TO COUNTY:

Name: Rana Warren
Title: Deputy County Executive Officer,
Santa Barbara County Executive Office
Email: rwarren@countyofsb.org
Address: 105 E. Anapamu Street, Room 406
Santa Barbara, CA 93101

TO COURT:

Name: Angela Braun
Title: Court Executive Officer,
County of Santa Barbara, Superior Court
Email: abraun@sbcourts.org
Address: 1100 Anacapa Street
Santa Barbara, CA 93121

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

5. ROLES & RESPONSIBILITIES

- a. Authority and Relevant Codes and Rules: The following codes and rules define and govern ADR responsibilities and services:
 - i. Dispute Resolution Programs Act of 1986 (“DRPA”)
 - ii. California Business & Professions Code Section 465 et seq.
 - iii. California Code of Regulations, Title 16, Chapter 36 (hereinafter referred to as “CCR”)
 - iv. California Rules of Court, Title 3, Division 8
 - v. California Rules of Court, Title 10, Division 4, Chapter 8
 - vi. Santa Barbara Superior Court Local Rules of Court, Chapter 11
 - vii. Santa Barbara Superior Court Local Rules of Court, Chapter 13, Rule 1309

- b. COURT Responsibilities
 - i. DRPA Contract Administration and Support
 - 1. Serve as the administrator of the COUNTY’s DRPA contract with the third-party ADR services provider, Fighting Back Santa Maria Valley (“CONTRACTOR”). The DRPA contract is included as Exhibit 4 to this MOU.
 - 2. Support the CONTRACTOR in delivering effective dispute resolution services by providing direction, information, and assistance to the CONTRACTOR, including:
 - a. Responding to CONTRACTOR questions, concerns, meeting requests and other miscellaneous requests in a timely manner.

- b. Coordinating with other COURT divisions (e.g., IT, Legal Processing) as needed.
 - c. Making referrals to the CONTRACTOR as appropriate.
 - d. Updating the COURT website to include the CONTRACTOR's contact information, services offered, and any other relevant details to facilitate public access and awareness.
 3. Coordinate with COUNTY staff on the DRPA contract.
 4. Notify the COUNTY of any issues related to the DRPA contract.
 5. Provide necessary information to the COUNTY to support its reporting obligations under CCR §3675.
- ii. Contract Monitoring and Reporting
 1. Coordinate and participate in at least two (2) meetings annually with the CONTRACTOR as required by Exhibit A, Section VI, Subsection 1 of the DRPA contract.
 2. The COURT shall ensure the CONTRACTOR's compliance with all DRPA contract reporting requirements and shall complete the Contract Monitoring Report included as Exhibit 2 in this MOU to document the contract monitoring performed and any performance issues noted. Provide the completed report to the COUNTY within 30 days of each bi-annual meeting with the CONTRACTOR.
- iii. Designated Roles and Notifications
 1. The COURT designates the following individual as the COURT ADR Program Administrator in accordance with California Rules of Court 10.783(a) and COURT ADR Coordinator and as referenced in Exhibit A of the DRPA contract:
 - i. Name: Angela Braun
 - ii. Title: Court Executive Officer
 - iii. Phone: (805) 882-4723
 - iv. Email: abraun@sbcourts.org
 - b. As indicated in the COUNTY Responsibilities section below, this individual shall also serve as the COUNTY's Dispute Resolution Program Coordinator per CCR §3662(a).
 - i. The COURT shall notify the California Department of Consumer Affairs of the coordinator's contact information upon execution of this MOU and notify them of any updates.

2. The COURT designates the following individual as the COURT ADR Director as referenced in Exhibit A of the DRPA contract:
 - i. Name: Vance Saukko
 - ii. Title: CADRe Coordinator
 - iii. Phone: (805) 882-4661
 - iv. Email: vsaukko@sbcourts.org

c. COUNTY Responsibilities

i. DRPA Contract Oversight

1. Review and approve DRPA contract amendments.
2. Coordinate efforts to extend or renegotiate the DRPA contract with the CONTRACTOR or initiate new DRPA contracts.
3. Schedule a meeting with the COURT at least six months before the MOU expires to evaluate the program and determine next steps.
4. Coordinate any necessary Requests for Proposals (RFPs) related to the DRPA contract.
5. Coordinate any required updates or extensions to this MOU.
6. Notify the COURT of any changes affecting the DRPA contract.
7. Review bi-annual Contract Monitoring Reports received from the COURT regarding the CONTRACTOR's services as specified in section 5.b.ii of this MOU.

ii. Funding and Payments

1. Pay the CONTRACTOR for the DRPA contract funded through a portion of filing fees as specified in BPC §470.5 allocated for dispute resolution and the COUNTY's Court Activities fund.
2. Pay the COURT for DRPA contract administration and support as detailed in section 6 of this MOU below.

iii. Data and Reporting

1. Prepare and submit an annual report of DRPA-related activities to the California Department of Consumer Affairs within 90 days of each calendar year-end, in accordance with CCR §3675.

iv. Designated Roles

1. The COUNTY CEO's Office is designated by the County of Santa Barbara Board of Supervisors (Board) to receive and submit all DRPA-related reports on behalf of the Board.
2. The COUNTY designates the COURT ADR Coordinator identified in section 5.b.iii.1 of this MOU as the COUNTY's Dispute Resolution Public Coordinator per CCR §3662(a).

- d. The COUNTY or the COURT may convene a meeting with the other party, as necessary, to review and discuss the administration of the DRPA contract and/or the duties under this MOU.
- e. A table depicting the COURT and COUNTY responsibilities under this MOU is included as Exhibit 1 in this MOU.
- f. A diagram illustrating the ADR service arrangements in the County of Santa Barbara is included as Exhibit 3 in this MOU.

6. PAYMENT TERMS & RESPONSIBILITIES

- a. Payment of DRPA Contractor- The COUNTY is responsible for the payment of the Contractor in accordance with the DRPA contract.
- b. Payment to the COURT- During the MOU term, the COUNTY shall pay the COURT 20% of the CONTRACTOR's approved DRPA contract invoices to cover the COURT's work administering and supporting the DRPA contract and performing Dispute Resolution Public Coordinator duties for the COUNTY. All COURT invoices for payment under this MOU must be approved by the COUNTY in advance of payment.
 - i. The parties acknowledge that the COURT may only attain actual administrative costs (Cal. Code Regs. Tit. 16, § 3660) and that the COURT is limited to receipt of 20 percent of DRPA funds for administration of the program (Bus. and Prof. Code § 469).
 - ii. The Court asserts and has shown that its actual administrative costs to administer the DRPA program exceed 20 percent of the DRPA contract. Thus, the COURT shall invoice the County for its allowable administration fees on a monthly basis but is not required under this MOU to track or submit itemized timekeeping or expenditure records to the COUNTY. The COURT shall retain responsibility for compliance with any applicable audit requirements and shall be responsible for any audit findings, questioned costs, or repayment obligations arising from payments made pursuant to this MOU. The COURT agrees to hold the COUNTY harmless from any such audit-related liabilities.

7. AMENDMENTS AND MODIFICATIONS

In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives their

future right to claim, contest, or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

8. TERMINATION

This MOU may be terminated by either party, at any time, with or without cause, upon 90 days' written notice to the designated representative identified in section 4, above. If the MOU is terminated early, COUNTY will only reimburse costs incurred by the COURT related to administration of the DRPA contract under this MOU until the termination date.

9. RECORD RETENTION AND AUDIT

COURT and COUNTY shall retain all financial records pursuant to federal, State, and respective COURT and COUNTY retention requirements. The parties agree to participate in any audits and reviews, by each other or the State.

10. OWNERSHIP RIGHTS TO MATERIALS

All materials obtained, developed or prepared by the COURT in the course of carrying out this MOU with the COUNTY shall be the sole and exclusive property of the COUNTY.

11. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

12. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

13. DEBARMENT AND SUSPENSION

Each party certifies that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State, or local government contracts. Each party certifies that it shall not contract with a contractor to complete work under this MOU that is so debarred or suspended.

14. CONFLICT OF INTEREST

The parties covenant that they presently have no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this MOU. COURT agrees to promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY in writing.

15. SEVERABILITY

If any section, paragraph, sentence, clause or provision of this MOU shall, for any reason, be held to be invalid or unenforceable, then the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this MOU.

16. COMPLIANCE WITH LAW

The parties shall comply with all County, State and federal ordinances and statutes now in force or which may hereafter be in force with regard to this MOU.

17. EXHIBITS

All exhibits referred to herein are attached hereto and by this reference incorporated herein. Exhibits include:

1. ADR MOU RESPONSIBILITY MATRIX
2. CONTRACT MONITORING REPORT
3. ADR ARRANGEMENTS IN COUNTY OF SANTA BARBARA DIAGRAM
4. DRPA CONTRACT WITH FIGHTING BACK SANTA MARIA VALLEY

IN WITNESS WHEREOF, the parties have executed this MOU to be effective on the date executed by COUNTY.

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:
Bob Nelson

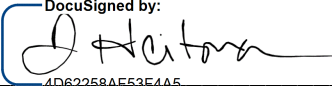
By: _____
Deputy Clerk

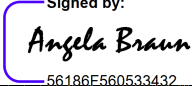
By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
Tanja Heitman
Assistant County Executive Officer

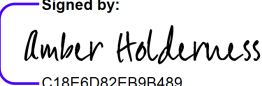
COUNTY OF SANTA BARBARA, SUPERIOR
COURT OF CALIFORNIA:
Angela Braun
Court Executive Officer
Superior Court of California

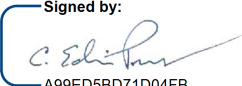
By:  _____
Assistant CEO

By:  _____
Court Executive Officer

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:
Marisa Kahn, ARM
Risk Manager

By:  _____
Risk Management