

Attachment A

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Fighting Back Santa Maria Valley with an address at 201 S. Miller Street, Suite 209, Santa Maria, CA 93454 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the Dispute Resolution Programs Act of 1986 (DRPA) as set forth in the California Business and Professions Code Section 465 et seq. provides for the establishment and funding of local Alternative Dispute Resolution (ADR) Programs;

WHEREAS, the purpose of the Act is to reduce the economic and personal costs of dispute resolution to individuals and to the public by encouraging the establishment and use of local dispute resolution services as alternatives to formal, adversarial court proceedings;

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, CONTRACTOR acknowledges and agrees to cooperate with the Santa Barbara County Superior Court (COURT) in providing services under this Agreement and adhering to the reporting and meeting requirements delineated in Exhibit A;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Rana Warren at phone number 805-568-3400 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Edwin Weaver at phone number 805-346-1774 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Rana Warren
Deputy County Executive Officer
Santa Barbara County Executive Office
105 E. Anapamu Street, Room 406
Santa Barbara, CA 93101

To CONTRACTOR: Edwin Weaver
Executive Director
Fighting Back Santa Maria Valley
201 S. Miller Street, Suite 209
Santa Maria, CA 93454

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section 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.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on July 1, 2025 and end performance upon completion, but no later than to June 30, 2029, unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's

profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has 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 Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any

third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's or COURT'S name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's or COURT'S name or logo in any manner that would give the appearance that the COUNTY or COURT is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY or COURT. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY, COURT, or its projects, without obtaining the prior written approval of COUNTY or COURT.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. For Convenience. COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. For Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement 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 Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each

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

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the County of Santa Barbara and Fighting Back Santa Maria Valley.

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

ATTEST:

Mona Miyasato
County Executive Officer Clerk
of the Board

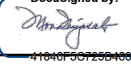
By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

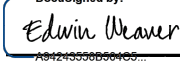
By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:
County Executive Office

DocuSigned by:
By:  _____
County Executive Officer

CONTRACTOR:
Fighting Back Santa Maria Valley

DocuSigned by:
By:  _____
Edwin Weaver
Name: _____
Title: Executive Director

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

Signed by:
By:  _____
Deputy County Counsel

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

Signed by:
By:  _____
Deputy

APPROVED AS TO FORM:
Risk Management

Signed by:
By:  _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

Edwin Weaver shall be the individual primarily responsible for ensuring that the services hereunder are provided. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

CONTRACTOR must adhere to all reporting requirements and all statutory and regulatory requirements mandated by law including, but not limited to, those delineated in the California Dispute Resolution Program Act (DRPA or the Act) enumerated in Business and Professions Code (Cal. B&P) Section 465 et seq. and Title 16, Chapter 36 of the California Code of Regulations (CCR) (see Exhibit D).

I. CONFLICT RESOLUTION SERVICES

1. CONTRACTOR shall provide low-cost dispute resolution services at the earliest possible point in conflicts, to increase community peace and to minimize the destructive potential of disputes; developing and utilizing a trained resource group of community volunteers for this purpose. Early intervention shall be encouraged by systematic outreach to public and private service agencies that typically encounter disputes. Disputes that are resolved as early as possible minimize the cost to the community in time, resources, and community cohesion. Accordingly, the CONTRACTOR shall take all reasonable steps to promote the use of DRPA-funded services before disputes consume substantial resources from other entities, including public agencies and private organizations. An emphasis shall be placed on minimizing the costs of individual DRPA mediations, which shall not exceed the cost for similar services available elsewhere in the county and state and any fee assessed shall be in accordance with 16 CCR § 3618.
2. CONTRACTOR shall provide countywide, community-based, conflict resolution services. CONTRACTOR's conflict resolution services will be provided by neutral persons in accordance with 16 Cal. CCR § 3620.
3. CONTRACTOR shall maintain an office and staff in Santa Barbara County with dispute resolution services available during the business hours of 9:00 a.m. and 5:00 p.m., Monday through Friday.
4. CONTRACTOR may recruit volunteers to assist in providing services to the public.
5. CONTRACTOR staff and/or volunteers shall answer phones during normal business hours, and CONTRACTOR shall maintain voicemail services after hours and during times when staff is otherwise unavailable.
6. Under the direction and agreement of the COUNTY and the COURT, CONTRACTOR shall follow an intake and case development process, case review, and referral or recommendation of the most appropriate dispute resolution process, including:
 - a. Referral of cases not appropriate for these dispute resolution services to an appropriate resource.
 - b. Conciliation services to one or more than one party to assist in self-resolution of the dispute.
 - c. In-person, multi-party, community mediation.
7. Mediations shall be conducted by panels of trained neutrals of volunteer and staff mediators, selected to suit the needs of each case and according to best practices.

8. CONTRACTOR shall provide mediation services for disputes in court related caseloads, including: Small Claims Mediation, Civil Harassment Temporary Restraining Orders (TRO) Mediation, and new court-related programs as developed.
9. Fees for services, if charged, are to be in accordance with income and financial need. Service to indigents will be free.
10. CONTRACTOR must provide an information statement to all disputants prior to dispute resolution proceedings.
11. Settlement agreements are presumed not enforceable or admissible as evidence in judicial or administrative proceedings unless disputants all agree in writing to elect these options.
12. Disputants may be accompanied by an attorney at any dispute resolution session. CONTRACTOR'S policy may restrict participation by counsel which shall be clearly explained in the Information Statement provided to disputants.

II. ADVOCACY AND OUTREACH

1. CONTRACTOR shall conduct vigorous and ongoing community outreach, program advocacy, and marketing to recruit volunteers and promote its services and resources in accordance with 16 CCR § 3650, including but not limited to, by distribution of press releases and public service announcements to appropriate local and social media.
2. CONTRACTOR shall engage with appropriate city and county departments in the North and South County including but not limited to: District Attorney's Office, law enforcement agencies, Planning and Development, and Animal Services to determine the service needs of these agencies and to advocate dispute resolution referrals to CONTRACTOR.
3. CONTRACTOR shall conduct one awareness building activity per year designed to increase public awareness of Contractor services, such as sponsoring a book signing, free community orientation or film festival.

III. TRAINING AND DEVELOPMENT

1. CONTRACTOR shall require that all persons who provide dispute resolution services on its behalf complete a training program that meets the requirements of Act and complies with 16 CCR § 3622.
2. Training must be completed prior to the provision of dispute resolution services by the trainee and shall consist of a minimum of 25 hours of classroom and practical training as specified in 16 CCR § 3622.
3. CONTRACTOR shall strive to solicit and recruit trainees from all regions of the county to ensure a diverse roster of trained volunteers is available to mediate client disputes and to aid CONTRACTOR.
4. CONTRACTOR shall provide volunteer opportunities for trained individuals to refine their skills in mediation and conflict management and to become trainers.

IV. FUNDING POLICIES

1. Pursuant to Bus. & Prof. Code § 470.2, the COUNTY's share of funding under the Act shall not exceed 50 percent of the approved estimated cost of the program. As a condition of this DRPA grant award, CONTRACTOR shall be responsible for the remaining 50 percent and shall match the COUNTY's grant contribution. Such match may be in the form of in-kind donations, including services of volunteers and materials and/or property, in accordance with 16 CCR § 3640.
2. CONTRACTOR may seek additional revenue by offering fee-based mediation on a sliding scale basis (without cost to indigent parties), conflict management consulting, fundraising activities, and training programs to individuals, governmental agencies, and private businesses and organizations. Additional revenue and any in-kind donations must be reported on monthly invoices.
3. Revenues generated pursuant to the Act cannot be used to replace any preexisting allocations of county funds for the provision of dispute resolution services.
4. Funds generated under the Act can be used only to fund services authorized by the Act and pursuant to 16 CCR § 3660. They cannot be used for: (a) family conciliation court or conciliation and mediation services pursuant to sections 3170 and 3175 of the Family Code; (b) judicial arbitration pursuant to section 1141.10 et seq. of the Code of Civil Procedure or any other formal or mandatory judicial arbitration program; or (c) any other programs or services not expressly authorized by the Act or these Regulations.
5. COUNTY will only remit payment if CONTRACTOR has complied with all reporting requirements delineated in the Act, Regulations, and section IV. below.

V. PROGRAM ADMINISTRATION, RECORDS AND REPORTING REQUIREMENTS

1. CONTRACTOR shall maintain all trainee records. CONTRACTOR must ensure that the training data is current at the end of each quarter. CONTRACTOR shall complete a declaration affirming the accuracy and completion of the training provided and shall provide the declaration to the COURT ADR Coordinator COURT ADR Director, and COUNTY in a quarterly report. CONTRACTOR shall submit supporting training documentation upon the COUNTY's request.
2. CONTRACTOR shall track and record the number of training and development activities conducted in each region of the county, including the number of mediators trained and the number of volunteers and mediators added or deleted from the mediator panel.
3. CONTRACTOR shall track and record the number of conflict resolution mediation activities conducted, by type or category of dispute, including the type of service provided and the outcome, as well as client evaluations of the services provided.
4. CONTRACTOR shall track and record the number of advocacy and outreach activities conducted, by region of the county, and the outcome. CONTRACTOR shall submit outreach tracking information upon the COUNTY's request.
5. Contractor shall provide the COURT ADR Coordinator, COURT ADR Director, and COUNTY with a detailed report of services and budget status at the beginning of each quarter (e.g., on July 1, October

1, January 1, and April 1). The detailed report of services must include a spreadsheet to convey such data, including the training, mediation, and outreach data delineated in items 2-3 of this section V.

6. On June 30th of each year, CONTRACTOR shall provide COUNTY an annual statistical report pursuant to Bus. & Prof. Code § 471.5, containing data regarding:
 - a. CONTRACTOR's operating budget;
 - b. the number of referrals, categories, or types of cases referred to the program;
 - c. the number of persons served by the program;
 - d. the number of disputes resolved;
 - e. the nature of the disputes resolved;
 - f. rates of compliance;
 - g. the number of persons utilizing the process more than once;
 - h. the duration of and the estimated costs of the hearings conducted by the programs;
 - i. and any other information that the COUNTY requests.
7. Pursuant to 16 CCR § 3635, CONTRACTOR shall conduct follow-up surveys of clients who have used CONTRACTOR's services. CONTRACTOR shall submit survey results as part of the annual statistical report.
8. Pursuant to 16 CCR § 3642, Contractor shall submit an annual report prepared by an independent accountant that describes and assesses CONTRACTOR's fiscal practices and status. The report shall be delivered to the COUNTY and to the Department of Consumer Affairs no later than 90 days from the close of the grant period, pursuant to California Code of Regulations, 16 CCR § 3642. CONTRACTOR will provide COUNTY with proof of submission to the Department of Consumer Affairs.
9. Pursuant to 16 CCR § 3642, annually or within ninety days of the close of each grant period, Contractor shall submit to the COUNTY and to the Department of Consumer Affairs a final reconciliation of actual revenues and expenses compared to the estimated budget for the grant period. CONTRACTOR will provide COUNTY with proof of submission to the Department of Consumer Affairs.
10. CONTRACTOR shall provide the COUNTY a monthly invoice with a profit and loss statement to support the request for reimbursement. A sample invoice is attached as Exhibit B-1.
11. CONTRACTOR shall designate a Program Administrator pursuant to 16 CCR § 3648 and shall comply with the requirements of that section. CONTRACTOR shall also maintain all records pursuant to 16 CCR § 3644.

VI. BI-ANNUAL MEETINGS AND COOPERATION

1. CONTRACTOR shall meet at least two (2) times annually with the COURT ADR Coordinator, COURT ADR Director, ADR Committee, or any designated Program Oversight Subcommittee to report and discuss the status of the following aspects of CONTRACTOR's dispute resolution program:
 - a. Status and changes or trends in the number of trainees, volunteer recruitment, and the size of panel of trained and available mediators.
 - b. Success of collaboration with potential clients, public agencies, and private organizations.
 - c. Number of training sessions for community youth in conflict resolution skills.

- d. Improvements or changes in Contractor's case management tracking system.
 - e. Degree of compliance with all requirements of DRPA and any variances.
 - f. Problems or concerns associated with the performance of services.
2. CONTRACTOR shall provide any requested information to the COURT ADR Committee. CONTRACTOR shall also cooperate with the COURT ADR Coordinator.

VII. SUSPENSION FOR CONVENIENCE

COUNTY's Designated Representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 60 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

SPACE LEFT INTENTIONALLY BLANK

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, for an annual amount of up to \$137,500, for an overall total not to exceed amount of \$550,000 for the entire contract term.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. On a monthly basis, CONTRACTOR shall submit to the COUNTY an invoice or certified claim on the County Treasury for the service performed over the period specified. A sample invoice is attached as Exhibit B-1. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

SPACE LEFT INTENTIONALLY BLANK

EXHIBIT B-1

SAMPLE DRPA Grantee Monthly Invoice

Please remit to: County of Santa Barbara

Grantee name: _____
Invoice date: _____
Invoice number: _____
For the period (Month): _____

All ADR Program Expenses*	Description	Amount
Salaries: Administrative		
Salaries: Other		
Administrative Overhead		
Consultant/Expert Services		
Program Expenses		
Marketing/Publicity/Promotion		
Equipment Purchase/Rental		
Facility Rental		
Other Expenses		
Total Expenses		\$ -

* Documentation supporting that all program expenses were incurred and paid must be provided.

Monthly Match Funds	Description (source, service, unit cost, number of units, etc.)	Amount	Amount limitations
In-kind Donations - Volunteer Services			(No more than \$25.00/hr per 16 CCR Section 3640(c))
In-kind Donations - Materials/Property			(Use fair market value per 16 CCR Section 3640(c))
In-kind Donations - Facilities			(No more than \$50.00 per dispute resolution proceeding per 16 CCR Section 3640(c))
Fees for Service			(Subject to limitations per 16 CCR Section 3618)
Investment Income			
Grants			
Fundraising			
FBSMV Program Expenses			(Please list only those program expenses claimed to establish the match)
Other			
Total Match Funds		\$ -	

Requested Reimbursement Amount (Per BPC Section 470.2, requested reimbursement should not exceed 50% of total monthly expense)

Payment Information	
A. Total annual grant amount	\$137,500.00
B. Reimbursements processed to date	\$0.00
C. Current invoice	\$0.00
D. Remaining grant amount after this request (A - B - C)	\$137,500.00

Grantee Certification: I hereby certify that the above costs were incurred in the performance of work required and authorized under the Agreement and are consistent with the amounts evidenced by supporting documents.

(Printed Name) (Signature) (Date)

EXHIBIT C

INDEMNIFICATION AND INSURANCE REQUIREMENTS (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

SPACE LEFT INTENTIONALLY BLANK

EXHIBIT D

GOVERNING STATE STATUTES AND REGULATIONS

As indicated in the Statement of Work (Exhibit A), CONTRACTOR must adhere to all reporting requirements and all statutory and regulatory requirements mandated by law including, but not limited to, those delineated in Business and Professions Code Section 465 et seq. and the California Code of Regulations, Title 16, Chapter 36.

DISPUTE RESOLUTION PROGRAMS ACT Business and Professions Code Sections 465-471.5 ARTICLE 1. LEGISLATIVE PURPOSE

465. Legislative finding and declaration

The Legislature hereby finds and declares all of the following:

- (a) The resolution of many disputes can be unnecessarily costly, time-consuming, and complex when achieved through formal court proceedings where the parties are adversaries and are subjected to formalized procedures.
- (b) To achieve more effective and efficient dispute resolution in a complex society, greater use of alternatives to the courts, such as mediation, conciliation, and arbitration should be encouraged. Community dispute resolution programs and increased use of other alternatives to the formal judicial system may offer less threatening and more flexible forums for persons of all ethnic, racial, and socioeconomic backgrounds. These alternatives, among other things, can assist in the resolution of disputes between neighbors, some domestic disputes, consumer-merchant disputes, and other kinds of disputes in which the parties have continuing relationships. A noncoercive dispute resolution forum in the community may also provide a valuable prevention and early intervention problem-solving resource to the community.
- (c) Local resources, including volunteers reflective of the diversity of the community and available public buildings should be utilized to achieve more accessible, cost-effective resolutions of disputes. Additional financial resources are needed to expand, stabilize, and improve existing programs and entities which sponsor alternative dispute resolution.
- (d) Courts, prosecuting authorities, law enforcement agencies, and administrative agencies should encourage greater use of alternative dispute resolution techniques whenever the administration of justice will be improved.
- (e) Counties should consider increasing the use of alternative dispute resolution in their operations as plans for court reform are developed and implemented.
- (f) The Judicial Council should consider, in redrafting or updating any of the official pleading forms used in the trial courts of this state, the inclusion of information on options for alternative dispute resolution.

465.5. Legislative intent

It is the intent of the Legislature to permit counties to accomplish all of the following:

- (a) Encouragement and support of the development and use of alternative dispute resolution techniques.

- (b) Encouragement and support of community participation in the development, administration, and oversight of local programs designed to facilitate the informal resolution of disputes among members of the community.
- (c) Development of structures for dispute resolution that may serve as models for resolution programs in other communities.
- (d) Education of communities with regard to the availability and benefits of alternative dispute resolution techniques.
- (e) Encouragement of courts, prosecuting authorities, public defenders, law enforcement agencies, and administrative agencies to work in cooperation with, and to make referrals to, dispute resolution programs.

At the time that the state assumes the responsibility for the funding of California trial courts, consideration shall be given to the Dispute Resolution Advisory Council's evaluation of the effectiveness of alternative dispute resolution programs and the feasibility of the operation of a statewide program of grants, with the intention of funding alternative dispute resolution programs on a statewide basis.

ARTICLE 2. DEFINITIONS

466. Dispute resolution; program; advisory council

As used in this chapter:

- (a) "Dispute resolution" includes, but is not limited to, mediation, conciliation, and arbitration.
- (b) "Program" means an entity that provides dispute resolution.
- (c) "Advisory Council" means the Dispute Resolution Advisory Council.

ARTICLE 3. ESTABLISHMENT AND ADMINISTRATION OF PROGRAMS

467. Dispute resolution advisory council; membership; compensation

- (a) There is in the Division of Consumer Services of the Department of Consumer Affairs a Dispute Resolution Advisory Council. The advisory council shall complete the duties required by this chapter no later than January 1, 1989.
- (b) The advisory council shall consist of seven persons, five of whom shall be appointed by the Governor. One member shall be appointed by the Senate Rules Committee, and one member shall be appointed by the Speaker of the Assembly. At least four of the persons appointed to the advisory council shall be active members of the State Bar of California, and at least four persons appointed to the advisory council shall have a minimum of two years of direct experience in utilizing dispute resolution techniques. The members of the advisory council shall reflect the racial, ethnic, sexual, and geographic diversity of the State of California.
- (c) The members of the advisory council shall not receive a salary for their services but shall be reimbursed for their actual and necessary travel and other expenses incurred in the performance of their duties.

467.1. Funded programs; county grants to establish and continue programs; intercounty regional programs

- (a) A program funded pursuant to this chapter shall be operated pursuant to contract with the county and shall comply with all of the requirements of this chapter and the rules and regulations of the advisory council.
- (b) Counties may establish a program of grants to public entities and nonpartisan nonprofit corporations for the establishment and continuance of programs to be operated under the requirements of this chapter and the standards developed by the advisory council. The board of supervisors of a county in which, because of the county's size, the distribution authorized by Section 470.5 is insufficient to establish a county program may enter into an agreement with the board of supervisors of one or more other such counties to establish a program authorized by this chapter on a regional basis.

467.2. Funded program; eligibility requirements

A program shall not be eligible for funding under this chapter unless it meets all of the following requirements:

- (a) Compliance with this chapter and the applicable rules and regulations of the advisory council.
- (b) Provision of neutral persons adequately trained in conflict resolution techniques as required by the rules and regulations promulgated by the advisory council pursuant to Section 471.
- (c) Provision of dispute resolution, on a sliding scale basis, and without cost to indigents.
- (d) Provision that, upon consent of the parties, a written agreement or an award resolving a dispute will be issued setting out a settlement of the issues involved in the dispute and the future responsibilities of each party.
- (e) Provision of neutral procedures applicable equally to all participants without any special benefit or consideration given to persons or entities providing funding for the programs.
- (f) Provision that participation in the program is voluntary and that the parties are not coerced to enter dispute resolution.
- (g) Provision of alternative dispute resolution is the primary purpose of the program.
- (h) Programs operated by counties that receive funding under this chapter shall be operated primarily for the purposes of dispute resolution, consistent with the purposes of this chapter.

467.3. Funded program; written statement relating to proceeding; contents

Programs funded pursuant to this chapter shall provide persons indicating an intention to utilize the dispute resolution process with a written statement prior to the dispute resolution proceeding, in language easy to read and understand, stating all of the following:

- (a) The nature of the dispute.
- (b) The nature of the dispute resolution process.
- (c) The rights and obligations of the parties, including, but not limited to, all of the following:
 - (1) The right to call and examine witnesses.
 - (2) The right of the parties to be accompanied by counsel, who may participate as permitted under the rules and procedures of the program.
- (d) The procedures under which the dispute resolution will be conducted.
- (e) If the parties enter into arbitration, whether the dispute resolution process will be binding.

467.4. Agreement resolving dispute; enforceability and admissibility as evidence; statute of limitations

- (a) An agreement resolving a dispute entered into with the assistance of a program shall not be enforceable in a court nor shall it be admissible as evidence in any judicial or administrative proceeding, unless the consent of the parties or the agreement includes a provision that clearly states the intention of the parties that the agreement or any resulting award shall be so enforceable or admissible as evidence.
- (b) The parties may agree in writing to toll the applicable statute of limitations during the pendency of the dispute resolution process.

467.5. Proceedings subject to Chapter 2 (commencing with section 1115) of Division 9 of the Evidence Code

Notwithstanding the express application of Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code to mediations, all proceedings conducted by a program funded pursuant to this chapter, including, but not limited to, arbitrations and conciliations, are subject to Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code.

467.6. Statistical records; maintenance; confidentiality and anonymity of parties

Each program shall maintain those statistical records required by Section 471.5, and as may be required by the county. The records shall maintain the confidentiality and anonymity of the parties.

467.7. Revocation of consent, withdrawal from dispute resolution, and judicial redress; criminal complaint, advice of counsel, waiver of right to counsel

- (a) Unless the parties have agreed to a binding award, nothing in this chapter shall be construed to prohibit any person who voluntarily enters the dispute resolution process from revoking his or her consent, withdrawing from dispute resolution, and seeking judicial or administrative redress.
- (b) In cases in which a criminal complaint has been filed by a prosecutor, other than for an infraction, the advice of counsel shall be obtained before any dispute resolution process is initiated. Nothing in this subdivision shall be construed to preclude a defendant from knowingly and voluntarily waiving the right to counsel. A defendant who indicates a desire to waive the right to counsel shall be encouraged to consult with the public defender or private counsel before waiving that right.

ARTICLE 4. APPLICATION PROCEDURES

468. Funds to be utilized for projects proposed by eligible programs

All funds available to a county for the purposes of this chapter shall be utilized for projects proposed by eligible programs.

468.1. Selection of programs

Programs shall be selected for funding by a county from the applications submitted therefor.

468.2. Applications for funding; contents

Applications submitted for funding shall include, but need not be limited to, all of the following information:

- (a) Evidence of compliance with Sections 467.2, 467.3, and 467.4.
- (b) A description of the proposed community area of service, cost of the principal components of operation, and any other characteristics, as determined by rules of the advisory council.
- (c) A description of available dispute resolution services and facilities within the defined geographical area.
- (d) A description of the applicant's proposed program, by type and purpose, including evidence of community support, the present availability of resources, and the applicant's administrative capability.
- (e) A description of existing or planned cooperation between the applicant and local human service and justice system agencies.
- (f) A demonstrated effort on the part of the applicant to show the manner in which funds that may be awarded under this program may be coordinated or consolidated with other local, state, or federal funds available for the activities described in Sections 467.2, 467.3, and 467.4.
- (g) An explanation of the methods to be used for selecting and training mediators and other facilitators used in the dispute resolution process.
- (h) Such additional information as may be required by the county.

468.3. Relative funding priority; basis of criteria

Data supplied by each applicant shall be used to assign relative funding priority on the basis of criteria developed by the advisory council. The criteria may include, but shall not be limited to, all of the following, in addition to the criteria set forth in Section 468.2:

- (a) Unit cost, according to the type and scope of the proposed program.
- (b) Quality and validity of the program.
- (c) Number of participants who may be served.
- (d) Administrative capability.
- (e) Community support factors.

ARTICLE 5. PAYMENT PROCEDURES

469. Allocation of funds; considerations; methods of payment or reimbursement

Upon the approval of the county, funds available for the purposes of this chapter shall be used for the costs of operation of approved programs. Not more than 10 percent of funds available for the purposes of this chapter shall be used to finance the administration of the program by a county with a population of 500,000 or more persons, and no more than 20 percent may be so used if its population is less than that amount. All moneys allocated for the purposes of this chapter shall be apportioned and distributed to programs in the county, taking into account the relative population and needs of a community as well as the availability of existing dispute

resolution facilities offering alternatives to the formal judicial system. If any program receives funding from any other county fee enhancements collected for the purpose of funding alternative dispute resolution services, the county shall consider that fact in determining the appropriate level of funding for a particular program. The methods of payment or reimbursement for dispute resolution costs shall be specified by the county and may vary among programs. All such arrangements shall conform to the regulations of the advisory council.

ARTICLE 6. FUNDING

470. Acceptance and disbursement of funds from any public or private source

A county may accept and disburse funds from any public or private source for the purposes of this chapter.

470.1. Grant recipient may accept funds from public or private source; inspection, examination and audit of fiscal affairs; use of public facilities

- (a) A grant recipient may accept funds from any public or private source for the purposes of this chapter.
- (b) A county and its representatives may inspect, examine, and audit the fiscal affairs of the programs and the projects funded under this chapter.
- (c) Programs shall, whenever reasonably possible, make use of public facilities at free or nominal costs.

470.2. County's share of funding

A county's share of the funding pursuant to this chapter shall not exceed 50 percent of the approved estimated cost of the program.

470.5 Superior court filing fees; distribution and utilization of fees

- (a) On and after January 1, 2006, as described in Section 68085.1 of the Government Code, the Administrative Office of the Courts shall make monthly distributions from superior court filing fees for the support of dispute resolution programs under this chapter in each county that has acted to establish a program. The amount distributed in each county shall be equal to the following:
 - (1) From each first paper filing fee collected by the court as provided under Section 70611 or 70612, subdivision (a) of Section 70613, subdivision (a) of Section 70614, or Section 70670 of the Government Code, and each first paper or petition filing fee collected by the court in a probate matter as provided under Section 70650, 70651, 70652, 70653, or 70655 of the Government Code, the same amount as was required to be collected for the support of dispute resolution programs in that county as of December 31, 2005, when a fee was collected for the filing of a first paper in a civil action under Section 26820.4 of the Government Code.
 - (2) From each first paper filing fee in a limited civil case collected by the court as provided under subdivision (b) of Section 70613 or subdivision (b) of Section 70614 of the Government Code, and each first paper or petition filing fee collected by the court in a probate matter as

provided under Section 70654, 70656, or 70658 of the Government Code, the same amount as was required to be collected for the support of dispute resolution programs in that county as of December 31, 2005, when a fee was collected for the filing of a first paper in a civil action under Section 72055 of the Government Code where the amount demanded, excluding attorney's fees and costs, was ten thousand dollars (\$10,000) or less.

- (b) Distributions under this section shall be used only for the support of dispute resolution programs authorized by this chapter. The county shall deposit the amounts distributed under this section in an account created and maintained for this purpose by the county. Records of these distributions shall be available for inspection by the public upon request.
- (c) After January 1, 2006, a county that does not already have a distribution from superior court filing fees under this section and that establishes a dispute resolution program authorized by this chapter may approve a distribution under this section. A county that already has a distribution under this section may change the amount of the distribution. The total amount to be distributed for the support of dispute resolution programs under this section may not exceed eight dollars (\$8) per filing fee.
- (d) The county may make changes under subdivision (c) to be effective January 1 or July 1 of any year, on and after January 1, 2006. The county shall provide the Administrative Office of the Courts with a copy of the action of the board of supervisors that establishes the change at least 15 days before the date that the change goes into effect.

470.6 Carryover of monies; county authority

A county may carry over moneys received from distributions under Section 470.5 and from the fees for the support of dispute resolution programs authorized by this chapter that were added to fees for filing a first paper in a civil action in superior court under the laws in effect before January 1, 2006.

ARTICLE 7. RULES AND REGULATIONS

471. Rules and regulations; temporary guidelines; county grants; evaluations; enforcement-Director of Consumer Affairs

- (a) The advisory council shall adopt rules and regulations to effectuate the purposes of this chapter, including, but not limited to, guidelines to be used by the programs for the recruitment and training of persons conducting dispute resolution, and provisions for periodic monitoring and evaluation of the programs funded pursuant to this chapter. The advisory council shall establish guidelines to evaluate the performance of participating programs, which shall include analysis of court caseload reduction, cost savings to the state, the efficacy of the programs, and the feasibility of operation of a statewide program of grants at the time the state assumes the responsibility for the funding of trial courts.
- (b) The advisory council shall adopt temporary guidelines within six months of its initial meeting. The adoption of these temporary guidelines shall not be subject to the procedures specified in Chapter 3.5 (commencing with Section 11340) of Division 3 of Title 2 of the Government Code.

Upon the adoption of the temporary guidelines, counties may award grants pursuant to this chapter. Programs funded pursuant to this chapter shall comply with the temporary guidelines, the requirements of this chapter and, when adopted, the formal rules and regulations.

- (c) Formal rules and regulations implementing this chapter shall be adopted pursuant to Chapter 3.5 (commencing with Section 11340) of Division 3 of Title 2 of the Government

Code and, upon adoption, shall supersede the temporary guidelines adopted pursuant to subdivision (b).

- (d) On and after January 1, 1989, or such earlier date as the advisory council completes its duties pursuant to this chapter, the Division of Consumer Services of the Department of Consumer Affairs shall periodically review the effectiveness of the rules and regulations adopted pursuant to this chapter and adopt changes thereto as necessary. It also shall monitor and evaluate the programs funded pursuant to this chapter as to their compliance with those rules and regulations.
- (e) The Director of Consumer Affairs shall administer and enforce this chapter and the rules and regulations adopted pursuant to this chapter, and in so doing may exercise any power conferred under Chapter 4 (commencing with Section 300).

471.3. Rules and regulations; statewide uniformity

The rules and regulations adopted by the advisory council pursuant to Section 471 shall be formulated to promote statewide uniformity with the guidelines contained in those rules and regulations.

471.5. Statistical data; confidentiality and anonymity of persons employing process

Each program funded pursuant to this chapter shall annually provide the county with statistical data regarding its operating budget; the number of referrals, categories, or types of cases referred to the program; the number of persons served by the program; the number of disputes resolved; the nature of the disputes resolved; rates of compliance; the number of persons utilizing the process more than once; the duration of and the estimated costs of the hearings conducted by the programs; and any other information that the county may require. The data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process.

TITLE 16, DIVISION 36. DISPUTE RESOLUTION ADVISORY COUNCIL

ARTICLE 1. GENERAL PROVISIONS

Section 3600. Terms and Definitions

As used in the chapter:

- (a) "Act" means the Dispute Resolution Programs Act of 1986, commencing with Section 465 of the California Business and Professions Code.
- (b) "Code" means the California Business and Professions Code.
- (c) "Department of Consumer Affairs" means the California State Department of Consumer Affairs, located at 1020 N Street, Room 504, Sacramento, California 95814.
- (d) "Regulations" refers to California Code of Regulations, Title 16, Chapter 36, commencing with Section 3600.

Section 3601. Application of Regulations

These Regulations apply to dispute resolution services provided pursuant to the Act, to counties that fund dispute resolution programs pursuant to the Act, and to the dispute resolution programs that receive funding pursuant to the Act. These Regulations supplement the requirements of the Act, and must be read, interpreted and applied in conjunction with the Act.

Section 3602. Dispute Resolution Services

- (a) Dispute resolution services refers to a variety of dispute resolution processes and techniques, both proven and experimental, which are designed to assist parties in resolving disputes without the necessity of formal judicial proceedings, and include:
 - (1) Conciliation, which means a process of independent communications between the disputants and a neutral person.
 - (2) Mediation, which means a process in which a neutral person(s) facilitates communication between the disputants to assist them in reaching a reconciliation, settlement, or other understanding.
- (3) Arbitration, which means a voluntary adjudicative process in which a neutral person conducts a hearing, receives spoken and/or written evidence from the disputants and their witnesses, and renders a decision that may be binding or nonbinding depending on the consent of the disputants.
- (b) "Collateral services," refers to screening and intake of disputants, preparing for and conducting dispute resolution proceedings, drafting agreements and/or awards, providing information and/or referral services, and conducting follow-up surveys.

ARTICLE 2. GENERAL ELIGIBILITY AND APPLICATION REQUIREMENTS

Section 3605. Eligibility for Funding

Every applicant for funding shall comply with all relevant provisions of the Act and shall also meet the eligibility requirements described in this section. Evidence of compliance with each of these requirements shall be submitted to the Board of Supervisors or its designee at the time of application.

(a) Organizational Status.

(1) Every applicant for funding must certify that its status is one of the following:

- (A) A distinct, definitive unit of a governmental entity with a separate and identifiable annual budget;
- (B) A nonpartisan, nonprofit corporation; or
- (C) A distinct, definitive component or project of a nonpartisan, nonprofit corporation with a separate and identifiable annual budget.

(2) A nonpartisan, nonprofit corporation or component thereof must also provide evidence that it:

- (A) is exempt from federal taxation under Internal Revenue Code Section 501(c)(3), or
- (B) has an application for section 501(c)(3) status currently pending before the Internal Revenue Service.

(b) Primary Purpose.

To satisfy the primary purpose requirement of section 467.2(g) of the Act, a minimum of 51% of the estimated budget for the grant period of any program, project or entity shall be encumbered for the provision of dispute resolution services, as defined in Section 3602 of these Regulations.

(c) Community Support.

Each applicant for funding shall submit letters of support from community organizations, judicial and legal system representatives, administrative agencies, or other appropriate public service organizations in the proposed area of service. Such letters should, if appropriate, attest to the organization's willingness to make referrals to the applicant.

Section 3608. Grant Application Requirements

(a) In addition to the requirements of Section 468.2 of the Act, all applicants shall also provide the following as part of their application for funding:

- (1) A description of the applicant's organizational structure, including that of any sponsoring or parent organizations;
- (2) A description of the proposed geographic area of service, the service population, and the number of persons the applicant will have the capacity to serve on an annual basis;
- (3) A description of the types of disputes to be handled, the types of dispute resolution services to be offered, and any restrictions to be imposed by the program;
- (4) A description of any fee schedule to be used;
- (5) A list of civic groups, social services agencies, governmental entities, and justice system agencies available to accept and make referrals to the applicant;
- (6) A description of the applicant's plans for publicizing its services to potential referral agencies, courts and justice system agencies, and the public;
- (7) The applicant's organizational chart, personnel policies, duty statements, and resumes of all professional staff.
- (8) A statement that in hiring staff, recruiting volunteers, or rendering services, the applicant will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation or age.

(b) Pursuant to Section 470.2 of the Code, each applicant shall submit an estimated budget for the grant period. In-kind donations may be reported as anticipated revenue to be derived from sources other than the county revenues generated pursuant to the Act, so long as the requirements of Section 3640 of these Regulations are satisfied.

Section 3609. Coordination with Department of Consumer Affairs

At the time of submission of the application to the Board of Supervisors or its designee, every applicant shall forward to the Department of Consumer Affairs a copy of the application and supporting documentation for its request for funding pursuant to the Act.

Section 3611. Voluntary Participation by Criminal Defendants

For the purposes of satisfying the eligibility requirements for funding, applicants who provide dispute resolution services to accused persons or defendants in pending criminal proceedings shall not be deemed to violate Section 467.2(f) of the Code so long as Section 467.7(b) of the Code is satisfied.

ARTICLE 3. GRANTEE OPERATIONS, TRAINING AND SERVICE STANDARDS

Section 3615. Budgetary Allocations

For the duration of the grant period, a minimum of 51% of the Grantee's budget for the grant period must be allocated and expended for dispute resolution services, as defined in these Regulations, which may include collateral services, as defined in these Regulations.

Section 3618. Fees for Service

- (a) Under the Act and these Regulations, a Grantee is not required to charge fees to disputants for dispute resolution services. However, if a Grantee charges fees for its dispute resolution services, such fees must be assessed on a sliding scale basis, according to income and financial need. The Grantee shall fully explain to all disputants, in advance of the services being furnished, the basis for and the amount of any fees and other costs that may be charged.
- (b) A Grantee may not assess any fees upon disputants who are indigent. "Indigent" includes persons whose income and resources meet the financial qualifications for federal Supplemental Security Income benefits.
- (c) A Grantee is prohibited from charging the following fees:
 - (1) contingent fees;
 - (2) fees calculated on the basis of the amount in controversy; or
 - (3) fees based on the failure or success of the disputants to agree to resolution terms previously designated by one or more of the disputants.

Section 3620. Services by Neutral Persons

- (a) A Grantee shall ensure that its dispute resolution services are provided by neutral persons.
- (b) An individual shall not function as the neutral person if he or she has any personal bias regarding any particular disputant or the subject matter of the dispute.
- (c) An individual shall not function as the neutral person if he or she has a financial interest in the subject matter of the dispute or a financial relationship with any party to the dispute resolution proceeding. The existence of such interests or relationships shall be deemed a conflict of interest.
- (d) If, before or during the provision of dispute resolution services, a neutral person has or

acquires an actual or apparent conflict of interest, the neutral person shall so inform all of the disputants, and shall disqualify himself or herself as the neutral person unless all of the disputants consent in writing to continue. The Grantee shall replace a disqualified neutral person at no additional cost to any disputant.

Section 3622. Orientation and Training of Neutral Persons

- (a) Each Grantee shall require that all persons who provide dispute resolution services on its behalf complete a training program. The training must be completed prior to the provision of dispute resolution services by that person.
- (b) For purposes of fulfilling the requirements of section 468.2(g) of the Act, each Grantee shall provide an orientation and training program for mediators and other facilitators. The program shall consist of a minimum of 25 hours of classroom and practical training.
- (c) The classroom training shall consist of a minimum of 10 hours of lecture and discussion, and shall address the following topics:
 - (1) The history of dispute resolution as a problem solving technique and its relationship to the traditional justice system;
 - (2) The Act and these Regulations;
 - (3) An overview of the structure of the California justice system and the traditional methods of processing civil and criminal cases;
 - (4) The structure, design, practice, and theory of dispute resolution proceedings and services, as defined, including the varying roles, functions and responsibilities of neutral persons, and the distinction between binding and non binding processes;
 - (5) Communication skills and techniques, including developing opening statements, building trust, gathering facts, framing issues, taking notes, empowerment tactics, effective listening and clarifications skills. Face-to-face as well as over-the-telephone communication skills shall be addressed;
 - (6) Problem identification and disagreement management skills, including instruction in the establishment of priorities and areas of agreement and disagreement, and the management of special problems that threaten the process;
 - (7) Techniques for achieving agreement or settlement, including instruction in creating a climate conducive to resolution, identifying options, reaching consensus, and working toward agreement;
 - (8) General review of fact patterns present in typical disputes, including landlord-tenant, customer-merchant, and neighbor-neighbor cases;
 - (9) Administrative and intake skills related to dispute resolution services, including completion of paperwork involved in handling and tracking cases, administrative and reporting forms, correspondence with disputants and referral agencies, agreements to mediate or arbitrate, and the drafting of settlement agreements and awards;
 - (10) The role and participation of attorneys and witnesses in dispute resolution proceedings;
 - (11) The organization and administration of dispute resolution programs, including intake procedures, follow-up procedures, and record-keeping; and
 - (12) The necessity of the voluntary and consensual nature of a disputant's participation in any dispute resolution proceedings.
- (d) The practical training shall consist of a minimum of 10 hours, which shall include role plays of simulated disputes and observations of actual dispute resolution services, including intake procedures as well as actual dispute resolution proceedings.
- (e) The training shall provide for personal assessment and evaluation of the trainee.

- (f) Grantees shall provide written verification of the dates and times at which the training was attended and completed to all trainees who satisfactorily complete the required orientation and training program.
- (g) Any neutral person who has received training which complies substantially with these Regulations, or who has had at least 25 hours of dispute resolution experience prior to his or her provision of dispute resolution services, shall be deemed to have met the orientation and training requirements mandated by these Regulations. Such prior training or experience shall be verified by the program or organization through which it was rendered.

Section 3626. Agreements by Disputants

- (a) Oral or Written Agreements. Agreements reached between disputants as a result of the dispute resolution services may be oral or written.
- (b) Presumption of Non-Enforceability. Under section 467.4 of the Code, such agreements are presumed not enforceable or admissible as evidence in judicial or administrative proceedings.
- (c) Option to Make Agreements Enforceable.
Disputants may elect to make their agreements enforceable at law or admissible as evidence at judicial or administrative proceedings. This election may be made at any time. To be enforceable or admissible, an agreement must:
 - (1) Be in writing and signed by all disputants, and
 - (2) Contain an Enforcement of Agreement Statement that clearly expresses that each disputant intends that the agreement will be enforceable at law and/or admissible as evidence in any judicial or administrative proceeding.

Section 3630. Attorney Participation

- (a) Disputants are entitled to be accompanied by an attorney at any dispute resolution session.
- (b) Participation by attorneys in dispute resolution proceedings may be restricted by the policy of the Grantee. Such policies shall be clearly explained in the Information Statement provided to disputants.

Section 3632. Information and Referral Services

When the Grantee deems it appropriate or when disputants request it, a Grantee may provide the disputants with information about the services of other agencies. However, no commissions, rebates, or any other form of payment shall be given or received by a Grantee, its staff, or its volunteers for referring disputants to other services or agencies.

Section 3635. Follow-up Surveys

- (a) Yearly or on a more frequent basis, Grantees shall conduct follow-up surveys of disputants who have used their services.
- (b) The surveys shall request the disputants' evaluations of:
 - (1) the dispute resolution services provided by the Grantee;
 - (2) the fairness or adequacy of the settlement agreement or award;
 - (3) any particular difficulties experienced by the disputant in carrying out and obtaining compliance with the settlement agreement or award;

- (4) the disputant's willingness to use the Grantee's services in the future;
- (5) the disputant's willingness to recommend the Grantee's services to others who are involved in disputes.
- (c) The survey results shall be submitted as part of the yearly statistical report to the Board of Supervisors or its designee in compliance with section 471.5 of the Act. Copies of the survey results shall also be forwarded by the Grantees to the Department of Consumer Affairs at the time of submission to the Board of Supervisors or its designee.

ARTICLE 4. GRANTEE MANAGEMENT, ACCOUNTING, AND REPORTING REQUIREMENTS

Section 3640. In-Kind Donations

- (a) In-kind donations, including services of volunteers and materials and/or property, may be reported or credited as revenue or expenditures, if such donations:
 - (1) Will be received during the proposed budgetary period;
 - (2) Represent necessary and ordinary expenses or services related to the operation and management of the Grantee; and
 - (3) Serve a purpose consistent in nature and cost with the Grantee's operation.
- (b) In-kind donations must be clearly documented with descriptions of the services or materials donated, the dates received, and the names and addresses of the donors. Volunteer personnel services shall be documented by time sheets signed by the volunteer and verified by the Program Administrator.
- (c) For uniform budgeting purposes, standardized values must be used in assessing value to the in-kind donations. The following assessments shall apply:
 - (1) Donations of personal property shall be reported at a fair market value, as determined by the Grantee.
 - (2) Volunteer personnel services shall be valued at no more than \$25.00 per hour.
 - (3) Donated facilities may be valued at no more than \$50.00 per dispute resolution proceeding.
- (d) The following may not be included or credited as in-kind donations:
 - (1) Volunteer time provided by members of the Grantee's board of directors while serving in the capacity as members of the board.
 - (2) Fringe benefits associated with time donated by volunteers.

Section 3642. Yearly Fiscal Reports

- (a) The Grantee shall submit a yearly report prepared by an independent accountant that describes and assesses the Grantee's fiscal practices and status. The report shall be delivered to the Board of Supervisors or its designee and to the Department of Consumer Affairs no later than 90 days from the close of the grant period.
- (b) Annually or within ninety days of the close of each grant period, the Grantee shall submit to the Board of Supervisors or its designee and to the Department of Consumer Affairs a final reconciliation of actual revenues and expenses compared to the estimated budget for the grant period.

Section 3644. Record-Keeping Practices

- (a) All records and files maintained pursuant to section 471.5 of the Code shall be retained as

follows:

- (1) All financial records shall be retained for a minimum of four years after the expiration of the grant period.
 - (2) Signed personnel time sheets for volunteers and employees shall be maintained for a period of two years.
 - (3) All other statistical data shall be retained for a period of three years.
- (b) All records described in this section shall be made available to the Board of Supervisors or its designee and to the Department of Consumer Affairs upon request.

Section 3648. Personnel Policies

- (a) Each Grantee shall have an employee designated as "Program Administrator." The Program Administrator shall be responsible for overall program management.
- (b) Each Grantee shall maintain written job descriptions and job qualifications for all staff and volunteer classifications.
- (c) Each Grantee shall maintain a current organizational chart that reflects its organizational structure.

Section 3650. Public Education and Relations

Each Grantee shall maintain an ongoing public relations and information effort to promote its services and resources. These public relations efforts may include newspaper, radio, television and other public media contacts as well as written brochures and handouts.

ARTICLE 5. COUNTY USE OF FEES AND GRANT MANAGEMENT

Section 3660. Filing Fee Revenues

- (a) A county shall create a separate interest-bearing account called the Dispute Resolution Program Account for the deposit of revenues generated pursuant to the Act.
 - (1) All filing fees collected by the county pursuant to the Act shall be deposited into the account.
 - (2) All interest which accrues to the account shall be deemed part of the account.
- (b) Revenues generated pursuant to the Act shall not be used to replace any preexisting allocations of county funds for the provision of dispute resolution services.
- (c) Only actual administrative costs may be deducted from the Account to finance a county's administration of the grant program.
- (d) Funds generated under the Act shall be used only to fund services authorized by the Act and these Regulations. Such funds shall not be used by a county to fund:
 - (1) family conciliation court or conciliation and mediation services pursuant to section 4607 or 4351.5 of the Civil Code, or
 - (2) judicial arbitration pursuant to section 1141.10 et seq. of the Code of Civil Procedure or any other formal or mandatory judicial arbitration program, or
 - (3) any other programs or services not expressly authorized by the Act or these Regulations.

Section 3662. Public Information and Coordination

- (a) Each Board of Supervisors or its designee shall appoint or designate a qualified person to

function as the Dispute Resolution Program Coordinator.

- (1) The Coordinator shall be the public's contact person and information resource regarding the county's grant solicitation and award procedures, the county's functions and responsibilities under the Act and these Regulations, and the dispute resolution programs and services provided by the county.
 - (2) The Board of Supervisors or its designee shall notify the Department of Consumer Affairs of the Coordinator's name, address, and telephone number.
- (b) Each county shall maintain an ongoing public information and dispute resolution awareness program to disseminate information and materials on the purposes and benefits of dispute resolution services. Such public information shall publicize the availability of services within the county and include the name and telephone number of the Coordinator, the existence and availability of grant monies to fund local programs, and the names and services provided by Grantees in that county.
- (c) To assure the neutrality and the absence of any conflict of interest, the Coordinator shall not be administratively, professionally, or financially affiliated with any applicant or Grantee.

Section 3665. Competitive Grant Proposal Process

- (a) A Board of Supervisors or its designee shall award grants to dispute resolution programs through a competitive proposal process. The process shall: provide reasonable public notice about the availability of dispute resolution program grants; actively solicit proposals from potential applicants; provide a reasonable period of time in which to respond; and, explain the reasons for selection of each Grantee.
- (b) The Board of Supervisors, or its designee, shall review the estimated budget for the grant period submitted by an applicant pursuant to section 3605(b) of these Regulations to assess its accuracy. Such assessment shall include the authority to determine whether the reported estimations are substantiated and justified. In making allocations, the county shall use the facts reported in the applicant's estimated budget as assessed and verified by the county.
- (c) Qualified applicants shall be screened by the county according to the following criteria:
- (1) The need for the applicant's services in the proposed geographical area and any duplication or overlap among dispute resolution programs in the proposed area of service.
 - (2) The structure and scope of the services to be provided by the applicant.
 - (3) The amount of the requested grant.
 - (4) The reliability of the applicant's other funding sources.
 - (5) The adequacy and cost of facilities and personnel.

Section 3670. Grant Award Time frames

- (a) A Board of Supervisors that increases its civil filing fees pursuant to the Act shall disperse the grant funds to eligible applicants within six months from the effective date of the increase or, if the balance in the account has not yet reached \$15,000, within 90 days after the date that the balance reaches \$15,000.
- (b) The Board of Supervisors or its designee shall notify the Department of Consumer Affairs of its selection of any Grantee within 30 days after the selection is made. Notification shall include the name, address, and telephone number of each Grantee, the name of each Grantees' Program Administrator, and the amount and terms of the grant award.

Section 3675. Reporting to Department of Consumer Affairs

Within ninety days of each calendar year, the Board of Supervisors or its designee shall provide the Department of Consumer Affairs with a report of its activities pursuant to the Act during the previous calendar year. The report shall include the following:

- (a) The amount of revenues that were collected from superior, municipal, and justice court filing fees during the year.
- (b) The amount of revenues deposited in and interest accrued on the dispute resolution program account during the year.
- (c) An accounting of all disbursements from the dispute resolution program account, including a listing of all grant amounts to Grantees, the dates of disbursements, and all deductions made pursuant to the county's administrative costs.
- (d) Any problems encountered in implementing the Act or these Regulations, and any recommendations for rectifying the problems.
- (e) Any evaluations or review processes instituted to monitor the services provided by Grantees.
- (f) Any evidence of misuse or misappropriation of revenues by Grantees.
- (g) Any rules or procedures in addition to the Act and these Regulations that have been invoked by the Board of Supervisors or its designee upon applicants for funding or Grantees.

Section 3680. Local Administrative Policies and Practices

The Board of Supervisors or its designee shall comply with all standards set forth in the Act and these Regulations. Neither the Board of Supervisors nor its designee shall institute any policies, practices, or procedures that conflict with the Act, these Regulations, or the policies and principles expressed in the Act's statement of legislative intent.