

ATTACHMENT 2

AGREEMENT FOR SERVICES WITH THE CONFLICT SOLUTIONS CENTER

ALTERNATE DISPUTE RESOLUTION SERVICES

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), the Superior Court of California, County of Santa Barbara (hereafter COURT), and Conflict Solutions Center with an address at 1530 Chapala Street, Santa Barbara, California 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY and COURT agrees to accept the services specified herein.

WHEREAS, the Dispute Resolution Programs Act of 1986 (DRPA) as set forth in the California Business & Professions Code Section 465 et seq., provides for the establishment and funding of local 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 COURT and COUNTY and COURT desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Casie E. Hill at phone number 805-882-4682 is the representative of COURT and will administer this Agreement for and on behalf of COURT and COUNTY. Lizzie Rodriguez at phone number 805-963-6765 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 COURT: Casie E. Hill
 Chief Financial Officer
 Superior Court of Santa Barbara County
 P.O. Box 21107
 Santa Barbara, CA 93121-1107

To CONTRACTOR: Lizzie Rodriguez
 Co-Executive Director
 Conflict Solutions Center
 1530 Chapala Street
 Santa Barbara, CA 93101

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 and COURT in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on January 1, 2016 and end performance upon completion, but no later than June 30, 2017 unless otherwise directed by COUNTY or COURT 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 COURT and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY or COURT. Furthermore, COUNTY and COURT shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY and COURT 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 or COURT 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 and COURT 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 COURT 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 or COURT 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 and COURT 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 and COURT shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY or COURT be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY and COURT 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 and COURT, in writing, any potential conflict of interest. COUNTY and COURT retain the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY and COURT determine it to be immaterial, and such waiver is only effective if provided by COUNTY and COURT 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 and COURT 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 and COURT 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 or COURT 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 or COURT or its projects, without obtaining the prior written approval of COUNTY or COURT.

13. COUNTY AND COURT PROPERTY AND INFORMATION

All of COUNTY's and COURT's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's or COURT's property, and CONTRACTOR shall return any such items whenever requested by COUNTY or COURT 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 or COURT property, documents, or information without COUNTY's or COURT'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 in accordance with Title 16, Section 3644 of the California Code of Regulations 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 and COURT 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 COURT or as part of any audit of the COUNTY or COURT, 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, COURT, or the State, at no charge to COUNTY.

If federal, state, COUNTY, or COURT 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 or COURT, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY or COURT as specified by COUNTY or COURT 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 and COURT 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 and COURT 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 or COURT 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 COURT 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 and COURT. COUNTY and COURT may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's or COURT's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY and COURT 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 and COURT, 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 and COURT 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 or COURT will notify CONTRACTOR of such occurrence and COUNTY or COURT 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 and COURT 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 or COURT may, at COUNTY's or COURT'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 and COURT 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 and COURT 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 and COURT 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 and COURT such financial information as in the judgment of COUNTY and COURT 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 and COURT shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY or COURT 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 or COURT 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 or COURT 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 or COURT shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY or COURT.

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 or COURT 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 or COURT.

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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara**, the **Superior Court of California, County of Santa Barbara** and **Conflict Solutions Center**.

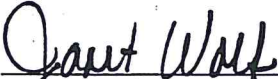
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board


By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 12/12/15

COURT

By: 
James E. Herman
Superior Court Presiding Judge

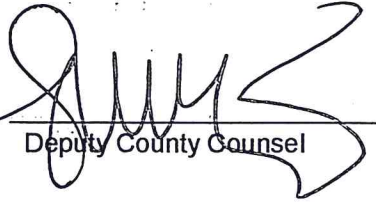
CONTRACTOR:

Conflict Solutions Center

By: 
Authorized Representative
Name: Lizzie Rodriguez
Title: Executive Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

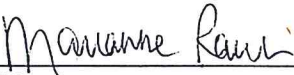
By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

The Proposal of CONTRACTOR for services (titled, "Conflict Solutions Center, Request for Bid Period: October 1, 2015-June 30, 2017, Santa Barbara Superior Court DRPA – Small Claims Mediation") is incorporated in this EXHIBIT A and in the Agreement within which this EXHIBIT A is incorporated; with the additional provisions, conditions and exceptions as set forth below, which shall have precedence over the Proposal.

PROGRAM POLICIES AND SERVICE PRIORITIES FOR THIS AGREEMENT

It is the goal of the County of Santa Barbara and the Dispute Resolution Programs Committee, when recommending and awarding Dispute Resolution Programs Act (DRPA) funds, to promote the use of conflict management and dispute resolution skills throughout the county as defined and in accordance with the California Business and Professions (Cal. B&P) Code Sections 465 et seq and Title 16, Chapter 36 of the California Code of Regulations (CCR). To fulfill the aforementioned priorities the CONTRACTOR shall:

1. 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. Provide early, effective, and low cost dispute resolution services to individuals, business groups, public agencies, and other organizations, for settlement of cases already filed in the Courts.
3. Ongoing promoting and advocating the use of early and cost-effective dispute resolution services through continuous community outreach and education in accordance with 16 CCR § 3650 including radio, television, internet, and print media exposure as well as promotional efforts through various community organizations and through CONTRACTOR newsletters. The CONTRACTOR shall aggressively and continuously solicit public agencies and private organizations for receipt of dispute resolution services. Public agencies and private organizations are defined to include, but are not limited to: government agencies and functions such as animal control, police, sheriff, county planning, city, and county attorneys, and public schools; and private organizations such as bar and trade associations, industry, employers and employee groups, civic service clubs, and community advocacy organizations; as well as any and all other public or private organizations that interact with citizens having potential conflicts that might be best resolved with community involvement. Once the CONTRACTOR successfully solicits a public agency or private organization, the CONTRACTOR shall provide the solicited service(s).
4. Teach conflict management skills to as many individuals as possible; promote and teach the skills necessary for individuals to resolve disputes on their own. The CONTRACTOR shall train a broad cross-section of the community in conflict management skills and, in turn, to further develop these community volunteers into skilled trainers themselves. Through face-to-face interaction between disputants, parties in conflict learn to resolve disputes. In training volunteer community mediators to model appropriate conflict management skills, it is expected that disputants will then leave the mediation experience with a greater ability to peacefully handle their own future conflicts without professional intervention.

GOALS AND OBJECTIVES

CONTRACTOR shall meet the following specific requirements, except as may subsequently be agreed in writing between Contractor and the Dispute Resolution Committee.

CONFLICT RESOLUTION SERVICES

The CONTRACTOR shall provide countywide, community-based, conflict resolution services, including:

1. Maintain CONTRACTOR offices and staff in both the North and South regions of the county. Availability of these services, countywide, is required to receive funding. CONTRACTOR's services shall be available during regular business hours between 9:00 a.m. and 5:00 p.m., Monday through Friday. Volunteers may be recruited to assist in providing services to the public. CONTRACTOR telephones shall be answered by staff or volunteers during regular office hours and voicemail service shall be maintained after hours, and during those times when staff or volunteers are not available.
2. An intake and case development process for information, case review and referral or recommendation of the most appropriate dispute resolution process, providing: (1) referral of those cases not appropriate for these dispute resolution services to an appropriate resource, (2) conciliation services to one or more than one party to assist in self-resolution of the dispute, and (3) face-to-face, multi-party, community mediation.
3. A minimum average of six (6) to ten (10) mediations per month countywide. The CONTRACTOR shall increase mediation activity in both North and South County, while providing approximately equivalent services in both regions of the county.
4. Mediations conducted by trained neutral panels of volunteer and staff mediators in accordance with 16 CCR §§ 3620 and 3622, selected to suit the needs of each case, according to best practices in this field.
5. Mediation of disputes in court-related caseloads, including: Small Claims Mediation; Civil-Harassment Temporary Restraining Order Mediation; Juvenile Justice (including victim/offender and parent/teen) Mediation; new court-related programs as developed.

ADVOCACY AND OUTREACH

The CONTRACTOR shall conduct vigorous community outreach, program advocacy and marketing, in an effort to recruit volunteers and to develop cases, including:

1. Conduct an average of two (2) presentations per month to private businesses; civic organizations and governmental agencies, including: chambers of commerce, social welfare organizations, trade groups, property owners/managers, and any other groups that may make referrals to CONTRACTOR. In selecting groups for these presentations, priority shall be given to organizations that have not been previously addressed. Presentations shall be conducted in person by CONTRACTOR staff and must include, but are not limited to, CONTRACTOR's community mediation and training services.
2. Distribution of periodic press releases (or articles) and public service announcements to appropriate local media, followed by telephone calls to individuals in news organizations, if determined necessary to improve the chances of coverage. Such releases, articles and announcements shall strive for originality and creativity, and to avoid repetition and redundancy. Copies of such releases, articles and announcements, along with a list of the media outlets utilized, shall be maintained by CONTRACTOR and provided to the County ADR Coordinator at the time of distribution to media.
3. Quarterly telephone contact, and at least one annual meeting, with decision makers in the District Attorney's office (both North and South county offices), the police departments of all cities within Santa Barbara County, the sheriff's department, planning, animal control and other appropriate city and county departments; in order to determine the service needs of these agencies, and to advocate dispute resolution referrals to CONTRACTOR.

4. One awareness building activity designed to increase public awareness of CONTRACTOR services, including but not limited to, sponsoring a book signing, free community orientation or film festival.

TRAINING AND DEVELOPMENT

The CONTRACTOR shall train a broad cross-section of the community in mediation and conflict management skills, and provide volunteer opportunities for trained individuals to refine their skills and to become trainers in those skills, including:

1. A minimum of two (2) training sessions per year, providing approximately equivalent service in both North and South regions of the county.
2. A minimum of ten (10) people shall be trained each year in basic mediation skills. The course shall be a minimum of twenty-five (25) hours long, and shall meet the requirements of 16 CCR § 3622 and the California DRPA guidelines for training mediators. Trainees shall be solicited from all parts of the county.
3. Recruiting community members as volunteer mediators, who may receive training scholarships in exchange for a volunteer commitment to CONTRACTOR's dispute resolution program. Recruitment efforts shall be designed to ensure that a roster of trained volunteers is always available to mediate client disputes and to provide other volunteer assistance to CONTRACTOR.
4. Continuing education activities for trained mediators, to ensure the evolution of skill levels. This shall include Intermediate, Advanced, and "Trainers in Training" education, and also include an opportunity for mediators to expand skills into supervisory and training roles, as appropriate.

DEVELOPMENT OF OUTSIDE SOURCES OF REVENUE

The CONTRACTOR shall seek additional revenue by offering fee-based services in accordance with 16 CCR § 3618 where applicable including mediation, conflict management consulting, fundraising activities, and training programs to individuals, governmental agencies, and private businesses or organizations.

PROGRAM ADMINISTRATION; RECORDS AND REPORTING

1. CONTRACTOR shall maintain all client and trainee records in a database or other suitable computer record. This data must be current at the end of each quarter, and a declaration stating that it is up-to-date shall be provided to the ADR Coordinator in the quarterly report.
2. 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.
3. CONTRACTOR shall track and record the number of advocacy and outreach activities conducted, by region of the county, along with the outcomes of those efforts.
4. CONTRACTOR shall track and record the number of training and development activities conducted, by region of the county; including the number of mediators trained, the number of volunteer and other mediators added or deleted from the mediator panel, and trainee evaluations of the training.
5. CONTRACTOR shall provide the ADR Committee with a detailed report of services and budget status at the beginning of each quarter, unless the ADR Coordinator provides written permission for less frequent reporting, which shall not be less frequent than semi-annual. The detailed report of services must include a spreadsheet to convey statistical data in accordance with Cal. B&P § 471.5, and shall include data as requested by the ADR Committee.

6. CONTRACTOR shall meet at least two (2) times annually with the ADR Administrator or Coordinator, or with any designated Program Oversight Subcommittee of the ADR Committee; and shall report, explain, and discuss the current status of the following aspects of the CONTRACTOR's dispute resolution program, in addition to any other information that may be requested:
 - a. Status, and any changes or trends, in number of trainees, volunteer recruitment, and 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. Any improvements or changes in CONTRACTOR's case-management tracking system;
 - e. Degree of compliance with all requirements of DRPA, and any variances;
 - f. Any perceived problems or concerns of Contractor in performing under this Contract.

7. On an annual basis, CONTRACTOR shall:
 - a. Conduct follow-up surveys of disputants who have used their services in accordance with 16 CCR § 3635.
 - b. Document in-kind donations in accordance with 16 CCR § 3640.
 - c. Submit a yearly report prepared by an independent accountant to the Board of Supervisors or Department of Consumer Affairs in accordance with 16 CCR § 3642.
 - d. Shall maintain written personnel policies in accordance with 16 CCR § 3648.

8. CONTRACTOR certifies by signing this agreement that it is a nonprofit corporation and that a minimum of fifty-one percent (51%) of its estimated budget for the grant term shall be encumbered for the provision of dispute resolution services in accordance with 16 CCR §§ 3605 and 3615. CONTRACTOR further agrees it meets the criteria and will comply with all laws and regulations including, but not limited to Cal. B&P §§ 465 through 471.5 and Title 16, Chapter 36 of the California code of Regulations.

DISPUTE RESOLUTION COMMITTEE/COUNTY AND COURT RESPONSIBILITIES

1. Monitor CONTRACTOR for contract compliance.
2. Offer direction, information, and assistance to CONTRACTOR where appropriate.
3. Provide Payments to CONTRACTOR in accordance with EXHIBIT B.
4. Otherwise support and supervise CONTRACTOR to ensure appropriate and successful Dispute Resolution service in Santa Barbara County.

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EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed \$108,000 through June 30, 2017.
- 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 and COURT.
- C. CONTRACTOR shall provide to the Designated Representative a monthly invoice along with a profit and loss statement to support the request for reimbursement.
- D. Monthly, CONTRACTOR shall submit to the COURT DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COURT REPRESENTATIVE 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.
- E. COUNTY's or COURT's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's or COURT's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and COURT and their officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability 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 or COURT on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's and COURT's active as well as passive negligence but does not apply to COUNTY's or COURT's sole negligence or willful misconduct.

CONTRACTOR shall notify COUNTY and COURT immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision 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, his 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, COURT, their 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 CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary insurance as respects the COUNTY, COURT, their officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, COURT, their officers, officials, employees, agents 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 and COURT.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY and COURT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY or COURT 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 or COURT 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 and COURT. The COUNTY or COURT 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 and COURT 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 and COURT 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 COUNTY and COURT reserve 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 and COURT have the right but not the obligation or duty to terminate the Agreement.
9. **Special Risks or Circumstances** – COUNTY and COURT reserve 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 or COURT 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 or COURT.