

# ASSOCIATION OF REGIONAL CENTER AGENCIES, INCORPORATED

## MEMBERSHIP APPLICATION AND AGREEMENT

THIS MEMBERSHIP APPLICATION AND AGREEMENT is made by and between the ASSOCIATION OF REGIONAL CENTER AGENCIES, INCORPORATED ("ARCA") and the undersigned Regional Center (hereinafter "REGIONAL CENTER").

WHEREAS, ARCA is a nonprofit public benefit corporation organized and existing under the laws of the State of California. The principal office for the transaction of business of ARCA is located in the State of California.

WHEREAS, ARCA exists to promote, support, and advance Regional Centers in achieving the intent and mandate of the Lanterman Developmental Disabilities Services Act ("Lanterman Act") in providing community-based services that enable individuals with developmental disabilities to achieve their full potential and highest level of self-sufficiency.

ARCA and the undersigned REGIONAL CENTER hereby agree as follows:

1. **MEMBERSHIP.** ARCA has no statutory voting members. All members of ARCA are non-voting members. Each ARCA member has two directors on the Board of Directors ("Board"). Membership in ARCA, and thus representation on the Board, is conditioned upon REGIONAL CENTERS signing of and complying with this Agreement, paying any required dues, fees and assessments, and ARCA's approval.
2. **QUALIFICATION.** By signing below, REGIONAL CENTER agrees that it is a "regional center" as described in the Lanterman Act and is therefore qualified to become a member of ARCA as described in the ARCA bylaws.<sup>1</sup>
3. **DUES, FEES, AND ASSESSMENTS.** REGIONAL CENTER agrees to pay to ARCA such dues, fees, and/or assessments as are established from time to time by the Board of Directors of ARCA, if any. Dues, fees, and/or assessments paid by REGIONAL CENTER are not refundable upon withdrawal of this application, or upon resignation or termination/expulsion from membership.
4. **TERM.** If REGIONAL CENTER is approved by ARCA, this Agreement shall become effective on the date a signed copy is received by ARCA and shall terminate upon written notice of resignation by REGIONAL CENTER to ARCA, or by ARCA's termination of the membership pursuant to the procedures in ARCA bylaws (termination or expulsion). If membership is not resigned or terminated, and the member is not suspended or expelled, the membership shall continue indefinitely upon timely payment by REGIONAL CENTER of any required dues, fees, and/or assessments set by the Board and compliance with this agreement and any other requirements established by the Board.
5. **BYLAWS, POLICIES AND PROCEDURES.** REGIONAL CENTER hereby accepts and consents to be bound by, and promises and agrees to fully comply with, ARCA's Bylaws and all policies and procedures adopted by ARCA's Board of Directors which are now in effect or may be adopted later and as amended from time to time.

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<sup>1</sup> Any "Regional Center" (as defined in the Lanterman Developmental Disabilities Services Act) within the State of California may be admitted to ARCA as a non-voting member. All members are admitted to membership on condition of signing any required membership application/agreement (which includes agreeing to comply with these Bylaws and any policies and procedures adopted by the Board), and the payment of such dues, fees, and assessments as shall be established by the Board.

6. BOARD MEETING PARTICIPATION. The undersigned REGIONAL CENTER agrees to bear the cost of participation by their Board representatives at Board meetings, including but not necessarily limited to travel (travel accommodations, mileage or airfare), lodging, meals, disability-related support needs, etc.

7. TERMINATION/SUSPENSION/EXPULSION. Pursuant to the ARCA bylaws, membership terminates automatically if a member resigns, or if the member entity dissolves, or if required dues, fees, or assessments are not timely paid. The bylaws further provide that after a fair procedure, a member may be suspended or expelled from membership upon a finding by the Board that the member has failed in a material and serious degree to comply with ARCA's Articles of Incorporation, bylaws, policies, procedures, or any law applicable to ARCA and its members, or has engaged in conduct materially and seriously prejudicial to the purposes and interests of ARCA.

8. NOTICES. All notices to be given under this Agreement shall be considered delivered when deposited in the U.S. Mail or with an express mail service, postage prepaid, to the parties addressed as follows:

ARCA

REGIONAL CENTER: (please fill in street address

980 9th Street, Suite 1450

\_\_\_\_\_

Sacramento, CA 95814

\_\_\_\_\_

9. SEVERABILITY. Should any portion of this Agreement be determined to be unlawful, and provided that such portion of this Agreement is severable, it shall be eliminated from this Agreement and the other provisions of this Agreement shall continue in effect.

10. ASSIGNMENT. This Agreement shall not be assignable by either party without the prior written consent of the other party.

11. MEDIATION/ARBITRATION FOR DISPUTES. By signing this Agreement, the parties agree that they have not and will not file a class action suit or any other type of lawsuit against the other party or its directors, officers, employees, contractors, or agents. Relative to any and all disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties agree to first participate, in good faith, in an informal mediation process, using a mediator agreed upon by the parties. Either party may request informal mediation by written request to the other party. The parties will share the cost of the mediator and related expenses, but shall pay their own attorneys' fees incurred during mediation, if any. Any informal mediation shall take place in Sacramento, California if in person, or by electronic video conference (Zoom or similar) if the latter is agreed to by both parties. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

If the informal mediation process is unsuccessful, the parties agree that the dispute, claim or controversy shall be submitted to JAMS, or its successor, for final and binding arbitration.

Either party may initiate arbitration at JAMS with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing that written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. Any arbitration shall take place in Sacramento, California if in person, or by electronic video conference (Zoom or similar) if

the latter is agreed to by both parties. The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered. Any mediation or arbitration shall take place in Sacramento, California.

12. ATTORNEYS' FEES AND VENUE. If an action at law or in equity is necessary to enforce the required mediation and/or arbitration in paragraph 10 above, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any such action or proceeding, the parties agree and submit to the jurisdiction and venue of the appropriate court in the County of Sacramento, State of California.

13. GOVERNING LAW. This Agreement and any mediation or arbitration shall be subject to, construed, enforced and governed by the laws of the State of California.

By signing below, the undersigned REGIONAL CENTER represents that the statements made above are true and correct, and that it understands the foregoing agreement and agrees to abide by the terms and conditions herein.

Date: \_\_\_\_\_ REGIONAL CENTER name: \_\_\_\_\_

\_\_\_\_\_  
Signature of REGIONAL CENTER Board President, with authorization  
from the REGIONAL CENTER Board of Directors

\_\_\_\_\_  
Print name of REGIONAL CENTER Board President

\_\_\_\_\_  
Telephone number(s)

\_\_\_\_\_  
Email Address(es)

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Date: \_\_\_\_\_

Membership APPROVED by ARCA \_\_\_\_\_

Membership NOT APPROVED by ARCA \_\_\_\_\_

\_\_\_\_\_  
Signature of ARCA Board Officer

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Print name and title of ARCA Officer