

Legistar File ID No. 20-400 Agenda Item No. 35.



Monterey County Board of Supervisors

Board Order

168 West Allisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Jane Parker to:

Agreement No.: A-14712, Amendment No. 2

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment #2, with Restorative Justice Partners, Inc, for \$68,261.00 for a new not to exceed amount of \$162,988.00 and extending the agreement one (1) year with a term ending date of June 30, 2021; and

b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign up to one (1) additional one (1) year amendment where the amendment does not significantly change the scope of work, and where the amendment does not increase the contract value more \$75,000.00 per year for a for a maximum not to exceed amount of \$237,988.00.

PASSED AND ADOPTED on this 19th day of May 2020, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 19, 2020.

Dated: May 19, 2020
File ID: 20-400
Agenda Item No.: 35.

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

A handwritten signature in cursive script that reads "Joel Pablo".

Joel G. Pablo, Deputy

AMENDMENT #2 TO AGREEMENT

AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT COUNTY OF MONTEREY & RESTORATIVE JUSTICE PARTNERS, INC.

THIS AMENDMENT is made to the AGREEMENT for Victim Impact Program and curriculum and in-person victim speakers to the Monterey County Adult Correctional Facility by and between **RESTORATIVE JUSTICE PARTNERS, INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on July 1, 2018, with a not to exceed amount of \$44,133.00 and a term ending date of June 30, 2019; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT with Amendment #1 on June 3, 2019 by adding \$50,594.00 and extending the term one (1) year with a new term ending date of June 30, 2020; and

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT by adding \$68,261.00 and extending the term for one (1) year with a new term ending date of June 30, 2021.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 1., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$94,727.00*", and replacing it with, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$162,988.00*"
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from 7/1/2018 to 6/30/2020*" and replacing it with, "*The term of this Agreement is from 7/1/2018 to 6/30/2021*".
3. EXHIBIT A – Scope of Services shall be amended by removing Exhibit A-1 and Exhibit B-1 and replacing them with Exhibit A-2 and Exhibit B-2 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 9, 2018.

Restorative Justice Partners, Inc.
Amount: \$162,988.00
Term: 07/01/2018 to 06/30/2021

AMENDMENT #2 TO AGREEMENT

AMENDMENT #2 TO AGREEMENT

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

Restorative Justice Partners, Inc.

Debra Wilson, Contracts/Purchasing Supervisor
Contracting Purchasing Officer

Dated: 5/27/2020 | 10:09 AM PDT

Approved as to Fiscal Provisions:

Burcu Moua
Deputy Auditor/Controller

Dated: 5/29/2020 | 1:22 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Im Grant
Restorative Justice Partners, Inc. Counsel

Dated: 5/6/2020

Restorative Justice Partners, Inc.

Jennie Finkbeiner
Signature of Chair, President, or Vice-President

Jennie Finkbeiner, Executive Director

Printed Name and Title

Dated: 4/29/20

By: Elizabeth Crooks
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Elizabeth Crooks, Secretary

Printed Name and Title

Dated: 4/30/2020

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Restorative Justice Partners, Inc.

Amount: \$162,988.00

Term: 07/01/2018 to 06/30/2021

Page 2

IN

Restorative Justice Partners, Inc.

Amount: \$162,988.00

Term: 07/01/2018 to 06/30/2021

Page 2

EXHIBIT A-2

EXHIBIT A-2

**To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Restorative Justice Partners, Inc., hereinafter referred to as
"CONTRACTOR"**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- A.1.1 Provide 0.13 FTE of Executive Director time, 0.70 FTE of VIP Lead Manager;
- A.1.2 Provide Victim Impact curriculum based class;
- A.1.3 Provide volunteer victim speakers; and
- A.1.4 Develop a full year of course offerings:
 - a. Partner with Jail Program Staff as appropriate;
 - b. Implement an agreed on plan among partners for project;
 - c. Implement VIP course for small group of inmates for up to 4 classes;
 - d. Develop a pilot mechanism for RJ reintegration services for class participants;
 - e. Document results, findings; and
 - f. Seek out funding for an ongoing program.

A.2 County Responsibilities

- A.2.1 Provide space for meetings, coordination, and security clearances as needed for the VOC team to meet with the Programs Team and with inmates;
- A.2.2 Using VOC guidelines, help identify inmates for the VOC program;
- A.2.3 Arrange quarterly coordination meetings with CONTRACTOR; and
- A.2.4 Validate documentation system for the program.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$162,988.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the budget listed below:

Restorative Justice Partners, Inc.
Amount: \$162,988.00
Term: 07/01/2018 to 06/30/2021

EXHIBIT A-2

Projection of how the funds will be allocated	2020/21
Expenses	
Payroll	
Executive Director .13 of salary	9,464
VIP Lead Manager .70FTE	33,250
Total Salaries for VIP Programming	\$42,714
Payroll Taxes & Benefits	
Social Security (6.2%)	2,648
Medicare (1.45%)	619
Medical Reimbursement QSEHRA	2,900
Total Salaries, Taxes & Benefits	\$48,881
Program Expenses	
Accounting	1,200
Insurance	1,450
Payroll	480
Volunteer and Partner Development	1,400
Rent/Utilities	4,150
Program Supplies	1,800
Office Equipment	1,200
Mileage/Staff Travel	1,000
Administrative Cost	6,700
Total Program Expenses	\$19,380
Total Expenses	\$68,261

CONTRACTOR shall charge expenses as allocated by line item. Funding may be reallocated between line items upon request and justification by CONTRACTOR and written approval by Jail Captain.

Restorative Justice Partners, Inc.
Amount: \$162,988.00
Term: 07/01/2018 to 06/30/2021

EXHIBIT A-2

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur monthly. It is preferable to submit statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

Invoices due for June services each year must be presented July 15th of that same year to facilitate the County's year end close.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B-2



Restorative Justice Partners, Inc.
Community Corrections Partnership
December 2019

Restorative Justice Partners, Inc. EXHIBIT B-2

December 2019

**Restorative Justice Partners, Inc.
Community Corrections Partnership**

ORGANIZATION INFORMATION

1. Organization Name: Restorative Justice Partners, Inc.
AKA: RJP, Inc.
2. Tax status: 501 (c) (3) nonprofit
3. Tax ID # (EIN): 77-0168443
4. Organization's address:
229 Reindollar Ave., Suite B, Marina, CA 93933
5. Telephone: 831.883.4325 office 831.869.7641 cell
6. Organization's website: Restorativejusticepartners.org
7. Executive Director: Jennie Burciaga, MPP
8. Email: restorativejusticepartners@gmail.com
9. Objective: Victim Impact Program (VIP) supports those who have offended to become more aware of the impact that crime has on victims by providing course curriculum and in-person victim speakers to correctional institutions.
10. Request: Restorative Justice Partners, Inc. respectfully requests support to continue Victim Impact classes within the Monterey County Jail.

The mission of Restorative Justice Partners, Inc. is to provide support and education to those affected by conflict to encourage accountability, reparation, and empathy.

Restorative Justice Partners, Inc. EXHIBIT B-2

December 2019

Organizational Background

In 1999, a Community Restorative Justice Commission was appointed by the Monterey County Board of Supervisors. Increased interest for restorative justice (RJ) practices led to the incorporation of Restorative Justice Partners, Inc. (RJP, Inc.). The keynote programs of the agency are the Victim Offender Reconciliation Program (VORP) and Victim Impact Program (VIP). These processes offer a restorative justice based dialogue in which victim(s) support the opportunity to meet juvenile offender(s) in a safe and structured setting. VORP practices, in turn, form the basis of the Restorative Justice in the Schools (RJ Schools) program. As these practices have been studied – and found effective – for decades, so RJ Schools is proving its worth in Monterey County K-12 schools. In partnership with local implementers, Monterey County is now arguably a California leader of RJ implementation within juvenile-serving institutions. During the past decade RJP, Inc. has grown stronger with a record of providing consistent services year after year. These successes have laid the groundwork for supporting expansion into the adult arena to support the Community Corrections Partnership investments in:

- *Reducing recidivism*
- *Maintaining and improving public safety*
- *Containing, or eventually reducing, the number of incarceration beds*

RJP, Inc.'s programs are specifically designed with two goals in mind: to keep people from involvement in the already-overburdened criminal justice system and to support systems to transform climate and culture toward improvement of the well-being of people, families and their surrounding communities. It is the objective of RJP, Inc. to ensure that individuals are given the opportunity to learn from their mistake(s), modify their behavior, make different decisions over time, and have more beneficial outcomes when confronted with future challenges. These improved decision-making skills can in turn mitigate recidivism, thus enabling families to thrive in -- and even make significant contributions to -- their communities.

Request

Restorative Justice Partners, Inc. respectfully requests support for a Victim Impact course within the Monterey County Jail. The funds will provide for coordination of a Victim Impact curriculum based class with a restorative justice infusion of materials, which may include exploration of a reintegration circle model with a selected participant from each class, collaboration with Program Unit staff and trained, volunteer victim speakers at the Monterey County Jail, in coordination with the Sheriff's Department.

Victim Impact Program (VIP)

The Victim Impact Program (VIP) educates offenders to become more aware of the impact that crime has on victims by providing a pre-set course curriculum and in-person victim speakers to attend the classes in correctional institutions. This restorative justice infused "Listen & Learn" curriculum (see Appendix 1), or another mutually selected evidenced-based victim focused training, provided by the Office for Victims of Crime (OVC) Training and Technical Assistant Center, focuses on informing offenders of the long term harm caused by their actions. The course builds understanding and relationships between victims of crime and those that have offended in similar ways.

Restorative Justice Partners, Inc. EXHIBIT B-2

December 2019

The Victim Impact Program supports offenders to become more aware of the impact that crime has on victims, their families, and the community. RJP, Inc. then provides support and education to victim impact speakers with the goal of assisting them to effectively speak to audiences as specified by the course curriculum. Through this course, offenders develop empathy and make attitudinal changes leading to reduced future harm to the community. VIP offers a safe and structured setting in which an offender's own victimization can be examined to support emotional healing and a reduced tendency toward crime. Through this process, offenders may develop empathy and make attitudinal changes.

Organization need

RJP, Inc. has historically been able to make big strides on a modest budget throughout Monterey County. It gathers support from invested volunteers, community members, foundations, and other partners in order to work with stakeholders, such as those of the Community Restorative Justice Commission. If RJP, Inc. is able to continue to partner with the CCP on this project, funding would be allocated toward a VIP Lead Manager position as well as the research, evaluation, organizational oversight, data collection, volunteer development, and other actions necessary to provide the service.

Objective: Develop a full year of course offerings

- Partner with Jail Program Staff as appropriate
- Implement an agreed on plan among partners for project
- Implement VIP course for small group of inmates for up to 4 classes
- Develop a pilot mechanism for RJ reintegration services for class participants
- Document results, findings, and seek out additional funding sources

Expected Results:

- Maintenance and support of victim speakers
 - Speakers report making a beneficial contribution those served, and supported with training and information
 - Inmates constructively reflect on past crimes and release anti-social attitudes
- Engagement with institution(s) is mutually beneficial with measurable results
 - Coordination meetings held twice per quarter with institution staff
 - Maintain timeline and meet schedule(s)
 - Advanced training held when needed or recommended
 - Jail staff remains capable of supporting curriculum to inmates
- System for data collection both speakers and participants
 - RJP, Inc. will provide outcome and indicator statistics on the project, as well as case study narratives and/or other outcomes as available.

The Victim Impact Program, based in restorative justice framework, is designed to bring understanding, reconciliation, and healing to program participants, offenders and victims alike, so that they can experience more satisfying lives. It is a process that is reasonable in cost, and brings hope to the people being released from custody, their families, and the community.

Restorative Justice Partners, Inc. EXHIBIT B-2

December 2019

Projection of how the funds will be allocated	
Expenses	2020/21
Payroll	
Executive Director	9,464
.13 of salary	
VIP Lead Manager	33,250
.70FTE	
Total Salaries for VIP Programming	\$42,714
Payroll Taxes & Benefits	
Social Security (6.2%)	2,648
Medicare (1.45%)	619
Medical Reimbursement QSEHRA	2,900
Total Salaries, Taxes & Benefits	\$48,881
Program Expenses	
Accounting	1,200
Insurance	1,450
Payroll	480
Volunteer and Partner Development	1,400
Rent/Utilities	4,150
Program Supplies	1,800
Office Equipment	1,200
Mileage/Staff Travel	1,000
Administrative Cost	6,700
Total Program Expenses	\$19,380
Total Expenses	\$68,261

The fundamental unifying hypothesis of restorative practices is that "human beings are happier, more cooperative and productive, and more likely to make positive changes in their behavior when those in positions of authority do things *with* them, rather than *to* them or *for* them."

- Ted Wachtel, International Institute of Restorative Practices, President & Founder

Appendix 1

About The VIP Curriculum

Welcome to the Office for Victims of Crime (OVC) TTAC's download center for the Victim Impact: Listen and Learn curriculum. Victim Impact is geared toward helping offenders to become more aware of the impact that crime has on victims and to take responsibility for their actions and begin to make amends. The curriculum makes victims and their rights a central premise. In 1998, the California Youth Authority and Mothers Against Drunk Driving developed the first comprehensive national victim impact curriculum with funding from OVC. Since then, the victim impact program has been replicated in many states, in both juvenile and adult facilities.

OVC recognized the need for a standardized curriculum that could be used with adults and juveniles—one that puts "victims first," and in 2005, it awarded funding to the California Department of Corrections and Rehabilitation to develop one.

In 2016, OVC Training and Technical Assistance Center (OVC TTAC) updated statistics, terminology, and other information throughout the curriculum. In addition, OVC TTAC revised several pre-/post-test questions and added an automatic scoring process.

Victim Impact: Listen and Learn consists of 13 units, built around 10 core crime topics: property crime, assault, robbery, hate and bias, gang violence, sexual assault, child abuse and neglect, domestic violence, drunk and impaired driving, and homicide.

OVC, through OVC TTAC, can help by offering education and tools to the field at no cost, so those who provide services have the skills to reach out to victims of every type of crime, from every background, in every place, and offer them what they need to rebuild their lives.

Source: www.ovcttac.gov/views/HowWeCanHelp/dspHowWeHelp.cfm

Appendix 2

About The Re-integration Circle Curriculum

A Reintegration Circle is a planning process for individual inmates, their families and [institution] staff. The Circle results in a written transition plan for the inmate preparing to leave [a correctional facility]. The plan details needs, which include the need for reconciliation with his loved ones, any non-related victims not present at the Circle, and the inmate himself. Reconciliation is whatever the group determines is needed to repair the harm. It can be as simple as "staying clean and sober" and "forgiving myself." The transition plan also addresses the inmate's other needs, such as housing and employment necessary for him to create a successful life. The plan also details exactly how he will meet these needs, i.e., "By May 5, 2015 Ken will write to the halfway house about getting a referral for living there." A Circle makes it clear to inmates that they are responsible for their lives by the decisions that they make. This is a critical component of an effective reentry model (Taxman, 2004). An inmate who develops a written transition plan has established a blueprint for what he will do during the remaining time [incarcerated], making the time spent in lock up more productive and healthy.

A Circle is not only beneficial when an inmate is exiting prison, but if provided when an inmate is first incarcerated, it can help repair or establish family relationships to make the prison [or jail] experience more successful, since the incentive that a loved one is coming to visit or sending letters can have important impact on an inmate's daily life and his or her ability to be a model prisoner. The Circles are modeled after a transition planning process developed in Hawaii for foster children aging out of state custody (Walker, 2005). The process for emancipating foster youth and the Restorative Circle process for inmates are both based on restorative justice. Lorenn Walker, J.D., M.P.H., is a public health educator and former practicing lawyer who has represented the State of Hawaii in prison litigation. She regularly develops, implements and evaluates restorative justice programs.

AMENDMENT #1 TO AGREEMENT

AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT COUNTY OF MONTEREY & RESTORATIVE JUSTICE PARTNERS, INC.

THIS AMENDMENT is made to the AGREEMENT for provision of a restorative justice program for all inmates residing in the Monterey County Adult Detention Facility, by and between **RESTORATIVE JUSTICE PARTNERS, INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR originally entered into this Agreement on July 9, 2018; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the agreement for one (1) additional year;

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT to enhance the scope of services provided and to fund one (1) additional year;

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 1., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$50,594.00*", and replacing it with, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$94,727.00*"
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from 7/1/2018 to 6/30/2019*" and replacing it with, "*The term of this Agreement is from 7/1/2018 to 6/30/2020*".
3. EXHIBIT A – Scope of Services shall be amended by removing Exhibit A and Exhibit B and replacing them with Exhibit A-1 and Exhibit B-2 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on July 9, 2018.

Restorative Justice Partners, Inc.

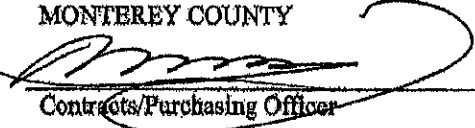
Amount: \$94,727.00

Term: 07/01/2018 to 06/30/2020

AMENDMENT #1 TO AGREEMENT

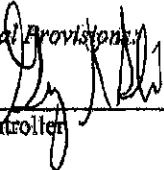
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 6.3.19

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

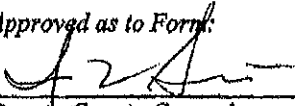
Dated: 5/27/19

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:


Deputy County Counsel

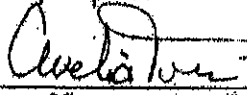
Dated: 5/22/2019

CONTRACTOR

By: 
Signature of Chair, President, or
Vice-President

Jennifer Butz, Vice-President
Printed Name and Title

Dated: 5/16/19

By: 
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Avelina Torres, Secretary
Printed Name and Title

Dated: 5/16/19

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Restorative Justice Partners, Inc.

Amount: \$94,727.00

Term: 07/01/2018 to 06/30/2020

EXHIBIT-A-1

EXHIBIT-A-1

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Restorative Justice Partners, Inc., hereinafter referred to
as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- A.1.1 Provide 0.12 FTE of Executive Director time, 0.60 FTE of VIP Lead Manager;
- A.1.2 Provide course curriculum designed to educate offenders on the impact that crime has on victims;
- A.1.3 Provide Victim of Crime speakers, who themselves have been a victim of crime, to provide first hand testimony on how crime has affected them; and
- A.1.4 Develop a Strategic Plan for Implementation:
 - a. Partner with Jail Program Staff as appropriate;
 - b. Implement an agreed on plan among partners for project;
 - c. Implement VIP course for small group of inmates;
 - d. Develop a mechanism for RJ reintegration services for class participants;
 - e. Document results, findings; and
 - f. Seek out funding for an ongoing program.

A.2 County Responsibilities

- A.2.1 County Agrees to provide up to \$94,727.00 in funding, based on actual billings received from CONTRACTOR, as outlined below;
- A.2.2 Provide space for meetings, coordination, and security clearances as needed for the VOC team to meet with the Programs Team and with inmates;
- A.2.3 Using VOC guidelines, help identify inmates for the VOC program;
- A.2.4 Arrange quarterly coordination meetings with CONTRACTOR; and
- A.2.5 Validate documentation system for the program.

Restorative Justice Partners, Inc.

Amount: \$94,727.00

Term: 07/01/2018 TO 06/30/2020

Page 1

EXHIBIT-A-1

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$94,727.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the budget listed below:

Projection of how the funds will be allocated	Year 2 2019/20
Expenses	
Payroll	
Executive Director .12 of salary	8,640
VIP Lead Manager .60FTE	25,000
Total Salaries for VIP Programming	\$33,640
Payroll Taxes & Benefits	
Social Security (6.2%)	2,086
Medicare (1.45%)	488
Total Salaries, Taxes & Benefits	\$36,214
Program Expenses	
Accounting	1,200
Insurance	1,450
Payroll	480
Volunteer and Partner Development	1,400
Rent/Utilities	2,150
Program Supplies	1,200
Office Equipment	500
Mileage/ Staff Travel	2,000
Administrative Cost	4,000
Total Program Expenses	\$14,380
Total Expenses	\$50,594

Restorative Justice Partners, Inc.

Amount: \$94,727.00

Term: 07/01/2018 TO 06/30/2020

EXHIBIT-A-1

CONTRACTOR shall charge expenses as allocated by line item. Funding may be reallocated between line items upon request and justification by CONTRACTOR and written approval by Jail Captain.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur monthly. It is preferable to submit statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

Invoices due for June services each year must be presented July 15th of that same year to facilitate the County's year end close.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

Restorative Justice Partners, Inc.

Amount: \$94,727.00

Term: 07/01/2018 TO 06/30/2020

Page 3

EXHIBIT-A-1

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Restorative Justice Partners, Inc.

Amount: \$94,727.00

Term: 07/01/2018 TO 06/30/2020

Page 4



Restorative Justice Partners, Inc.
Community Corrections Partnership
Proposal
February 2019

Restorative Justice Partners, Inc. EXHIBIT – B-1

February 2019

**Restorative Justice Partners, Inc.
Community Corrections Partnership Proposal**

ORGANIZATION INFORMATION

1. Organization Name: Restorative Justice Partners, Inc.
AKA: RJP, Inc.
2. Tax status: 501 (c) (3) nonprofit
3. Tax ID # (EIN): 77-0168443
4. Organization's address:
229 Reindollar Ave., Suite B, Marina, CA 93933
5. Telephone: 831.883.4325 office 831.869.7641 cell
6. Organization's website: Restorativejusticepartners.org
7. Executive Director: Jennie Burciaga, MPP
8. Email: restorativejusticepartners@gmail.com
9. Objective: The Victim Impact Program (VIP) supports offenders to become more aware of the impact that crime has on victims by providing course curriculum and in-person victim speakers to correctional institutions.
10. Request: Restorative Justice Partners, Inc. respectfully requests support for a second year pilot project to continue a small VIP class within the Monterey County Jail.

The mission of Restorative Justice Partners, Inc. is to provide support and education to those affected by conflict to encourage accountability, reparation, and empathy.

Restorative Justice Partners, Inc. EXHIBIT – B-1

February 2019

Organizational Background

In 1999, a Community Restorative Justice Commission was appointed by the Monterey County Board of Supervisors. Increased interest for restorative justice (RJ) practices led to the incorporation of Restorative Justice Partners, Inc. (RJP, Inc.). The keynote programs of the agency are the Victim Offender Reconciliation Program (VORP) and Victim Impact Program (VIP). These processes offer a restorative justice based dialogue in which victim(s) support the opportunity to meet juvenile offender(s) in a safe and structured setting. VORP practices, in turn, form the basis of the Restorative Justice in the Schools (RJ Schools) program. As these practices have been studied – and found effective – for decades, so RJ Schools is proving its worth in Monterey County K-12 schools. And thanks to local supporters, Monterey County is now arguably a California leader of RJ implementation within juvenile-serving institutions. During the past decade RJP, Inc. has grown stronger with a record of providing consistent service year after year. These successes have laid the groundwork for supporting expansion into the adult arena to support the Community Corrections Partnership investments in:

- *Reducing recidivism*
- *Maintaining and improving public safety*
- *Containing, or eventually reducing, the number of incarceration beds*

RJP, Inc.'s programs are specifically designed with two goals in mind: to keep people from involvement in the already-overburdened criminal justice system and to support systems to transform climate and culture toward improvement of the well-being of people, families and their surrounding communities. It is the objective of RJP, Inc. to ensure that individuals are given the opportunity to learn from their mistake(s), modify their behavior, make different decisions over time, and have more beneficial outcomes when confronted with future challenges. These improved decision-making skills can in turn mitigate recidivism, thus enabling families to thrive in -- and even make significant contributions to -- their communities.

Request

Restorative Justice Partners, Inc. respectfully requests support for a small Victim Impact course within the Monterey County Jail. The funds will provide for coordination of a Victim Impact curriculum, coordination with Program Unit staff and trained, volunteer victim speakers at the Monterey County Jail, in coordination with the Sheriff's Department.

Victim Impact Program (VIP)

The Victim Impact Program (VIP) educates offenders to become more aware of the impact that crime has on victims by providing a pre-set course curriculum and in-person victim speakers to attend the classes in correctional institutions. This "Listen & Learn" curriculum (see Appendix 1), or another mutually selected evidenced-based victim focused training, provided by the Office for Victims of Crime (OVC) Training and Technical Assistant Center, focuses on informing offenders of the long term harm caused by their actions. The course builds understanding and relationships between victims of crime and those that have offended in similar ways. The VIP speakers, a group of volunteers who have been victims of crime, currently address groups of juvenile offenders in Monterey County at the Youth Center and Juvenile Hall.

The Victim Impact Program supports offenders to become more aware of the impact that crime has on victims, their families, and the community. RJP, Inc. then provides support and education to victim impact speakers with the goal of assisting them to effectively speak to audiences as specified by the course curriculum. Through this course, offenders develop empathy and make attitudinal changes leading to reduced future harm to the community. VIP offers a safe and structured setting in which an offender's own victimization can be examined to support emotional healing and a reduced tendency toward crime. Through this process, offenders may develop empathy and make attitudinal changes.

Organization need

RJP, Inc. has historically been able to make big strides on a modest budget throughout Monterey County. It gathers support from invested volunteers, community members, foundations, and other partners in order to work with stakeholders, such as those of the Community Restorative Justice Commission. If RJP, Inc. is able to continue to partner with the CCP on this project, funding would be allocated toward a full time, VIP Lead Manager position as well as the research, evaluation, organizational oversight and training, volunteer development, and action that will be necessary to provide the service(s).

Objective: Develop a Strategic Plan for Implementation

- Partner with Jail Program Staff as appropriate
- Implement an agreed on plan among partners for project
- Implement VIP course for small group of inmates
- Develop a mechanism for RJ reintegration services for class participants
- Document results, findings, and seek out funding for an ongoing service

Expected Results:

- Maintenance and support of victim speakers
 - Speakers report making a beneficial contribution those served, and supported with training and information
 - Inmates constructively reflect on past crimes and release anti-social attitudes
- Engagement with institution(s) is mutually beneficial with measurable results
 - Coordination meetings held twice per quarter with institution staff
 - Maintain timeline and meet schedule(s)
 - Advanced training held when needed or recommended
 - Jail staff remains capable of teaching curriculum to inmates
- System for data collection both speakers and participants
 - RJP, Inc. will provide outcome and indicator statistics on the project, as well as case study narratives and other outcomes.

The Victim Impact Program, based in restorative justice framework, is designed to bring understanding, reconciliation, and healing to program participants, offenders and victims alike, so that they can experience more satisfying lives. It is a process that is reasonable in cost, and brings hope to the people being released from custody, their families, and the community.

Restorative Justice Partners, Inc. EXHIBIT – B-1

February 2019

Projection of how the funds will be allocated	Year 2
Expenses	2019/20
Payroll	
Executive Director	8,640
.12 of salary	
VIP Lead Manager	25,000
.60FTE	
Total Salaries for VIP Programming	\$33,640
Payroll Taxes & Benefits	
Social Security (6.2%)	2,086
Medicare (1.45%)	488
Total Salaries, Taxes & Benefits	\$36,214
Program Expenses	
Accounting	1,200
Insurance	1,450
Payroll	480
Volunteer and Partner Development	1,400
Rent/Utilities	2,150
Program Supplies	1,200
Office Equipment	500
Mileage/Staff Travel	2,000
Administrative Cost	4,000
Total Program Expenses	\$14,380
Total Expenses	\$50,594

The fundamental unifying hypothesis of restorative practices is that "human beings are happier, more cooperative and productive, and more likely to make positive changes in their behavior when those in positions of authority do things *with* them, rather than *to* them or *for* them."

- Ted Wachtel, International Institute of Restorative Practices, President & Founder

Restorative Justice Partners, Inc. EXHIBIT – B-1

February 2019

Appendix 1

About The VIP Curriculum

Welcome to the Office for Victims of Crime (OVC) TTAC's download center for the Victim Impact: Listen and Learn curriculum. Victim Impact is geared toward helping offenders to become more aware of the impact that crime has on victims and to take responsibility for their actions and begin to make amends. The curriculum makes victims and their rights a central premise. In 1998, the California Youth Authority and Mothers Against Drunk Driving developed the first comprehensive national victim Impact curriculum with funding from OVC. Since then, the victim Impact program has been replicated in many states, in both juvenile and adult facilities.

OVC recognized the need for a standardized curriculum that could be used with adults and juveniles—one that puts "victims first," and in 2005, it awarded funding to the California Department of Corrections and Rehabilitation to develop one.

In 2016, OVC Training and Technical Assistance Center (OVC TTAC) updated statistics, terminology, and other information throughout the curriculum. In addition, OVC TTAC revised several pre-/post-test questions and added an automatic scoring process.

Victim Impact: Listen and Learn consists of 13 units, built around 10 core crime topics: property crime, assault, robbery, hate and bias, gang violence, sexual assault, child abuse and neglect, domestic violence, drunk and impaired driving, and homicide.

OVC, through OVC TTAC, can help by offering education and tools to the field at no cost, so those who provide services have the skills to reach out to victims of every type of crime, from every background, in every place, and offer them what they need to rebuild their lives.

Source: www.ovcttac.gov/vlews/HowWeCanHelp/dspHowWeHelp.cfm

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Restorative Justice Partners, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide one year pilot version of the Victim Impact Program by providing curriculum and in-person victim speakers to the Monterey County Adult Correctional Facility.

2.0 PAYMENT PROVISIONS

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$ 44,133.000**.

3.0 TERM OF AGREEMENT

- 3.01 The term of this Agreement is from 07/01/2018 to 06/30/2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
- Exhibit A Scope of Services/Payment Provisions
Exhibit B Contractor's Proposal to County

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and thereafter may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced by CONTRACTOR a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION

- 8.01 Contractor shall indemnify, defend and hold harmless the County of Mantecav (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of or in connection with performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS

9.01 Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02-99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit, exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Nina Ryan, Management Analyst II	Jennie Burdaga, Executive Director
Name and Title	Name and Title
Monterey County Sheriff's Office 1414 Natividad Road Salinas, CA 93906	Restorative Justice Partners, Inc. 229 Railroad Avenue, Ste. B Marina, CA 93933
Address	Address
831-755-3708 n.ryan@co.monterey.ca.us	831-888-4325 or 831-869-7641
Phone	Phone

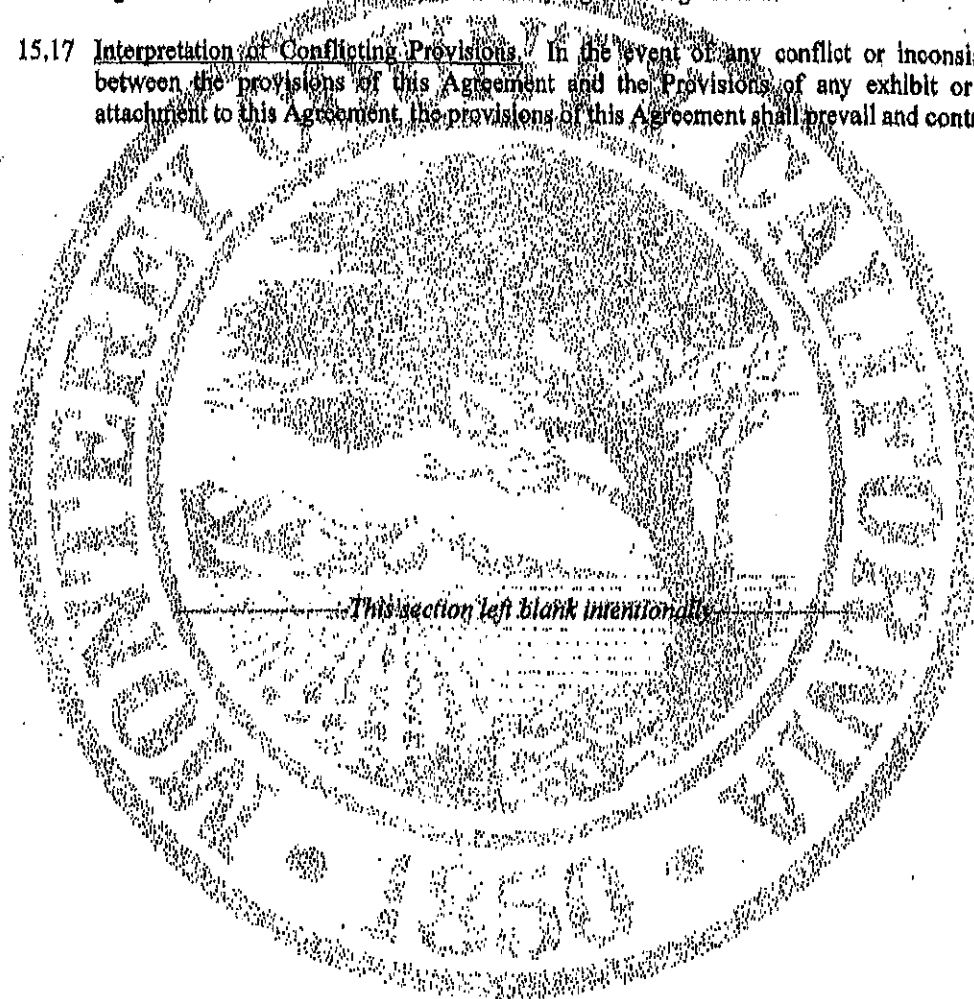
15.0 MISCELLANEOUS PROVISIONS

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

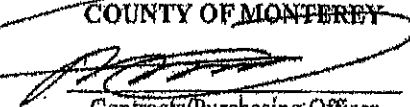
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



16.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
 By: 
 Contracts/Purchasing Officer

Date: 7-9-18

By: _____
 Department Head (if applicable)

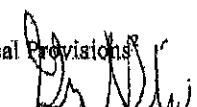
Date: _____

Approved as to Form:

By: 
 County Counsel

Date: 5/31/2018

Approved as to Fiscal Provisions¹

By: 
 Auditor/Controller

Date: _____

Approved as to Liability Provisions³

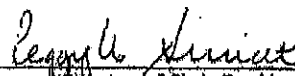
By: _____
 Risk Management

Date: _____

CONTRACTOR

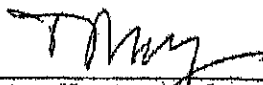
Restorative Justice Partners, Inc.

Contractor's Business Name*

By: 
 (Signature of Chair, President, or Vice-President)*

Regan A. Schmidt, President
 Name and Title

Date: 5-15-18

By: 
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Thomas Kompen Secretary
 Name and Title

Date: 5/21/18

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign this Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT-A

EXHIBIT-A

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Restorative Justice Partners, Inc., hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide 0.10 FTE of Executive Director time, 0.50 FTE of Case Manager I time And 0.20 FTE of Case Manager II time towards this program
2. Provide course curriculum designed to educate offenders on the impact that crime has on victims
3. Provide Victim of Crime speakers, who themselves have been a victim of crime, to provide first hand testimony on how crime has affected them
4. Develop a Strategic Plan for Implementation:
 - a. STC training for all Jail Program Staff
 - b. Develop plan and timeline to launch program
 - c. Implement VIP course for small group of inmates-pilot
 - d. Coordinate with other agencies, as needed
 - e. Develop documentation system to substantiate results, present reports
 - f. Seek out long term funding for an ongoing program

A.2 County Responsibilities

1. County agrees to provide up to \$44,133.00 in funding, based on actual billings received from CONTRACTOR, as outlined below.
2. Provide space for meetings, coordination, and security clearances as needed for the VOC team to meet with the Programs Team and with inmates
3. Using VOC guidelines, help identify inmates for the VOC program
4. Arrange quarterly coordination meetings with CONTRACTOR
5. Validate documentation system for the program

Restorative Justice Partners, Inc.

Amount: \$44,133.00

Term: 07/01/2018 to 06/30/2019

EXHIBIT-A

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$44,133.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the budget listed below:

Projection of how the <u>pilot</u> funds will be allocated	Year 1 2018/19
Expenses	
Salaries	
Executive Director .10 of salary	7,260
VIP Case Manager I .50 of salary	9,013
VIP Case Manager II Fully funded .20FTE	12,480
Total Salaries	\$ 28,753
Payroll Taxes & Benefits	
Social Security (6.2%)	1,783
Medicare (1.45%)	417
Total Salaries, Taxes & Benefits	\$30,953
Program Expenses	
Accounting	1,200
Insurance	450
Payroll	480
Staff Development	1,000
Volunteer and Partner Development	1,400
Training Materials	800
Rent/Utilities	2,150
Program Supplies	1,200
Office Equipment	500
Administrative Cost	4,000
Total Program Expenses	\$13,180
Total Expenses	\$44,133

Restorative Justice Partners, Inc.

Amount: \$44,133.00

Term: 07/01/2018 to 06/30/2019

EXHIBIT-A

CONTRACTOR shall charge expenses as allocated by line item. Funding may be reallocated between line items upon request and justification by CONTRACTOR and written approval by Jail Captain.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

Invoicing shall occur monthly. It is preferable to submit statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

Invoices due for June services each year must be presented by July 15th of that same year.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

Restorative Justice Partners, Inc.

Amount: \$44,133.00

Term: 07/01/2018 to 06/30/2019

EXHIBIT-A

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Restorative Justice Partners, Inc.

Amount: \$44,133.00

Term: 07/01/2018 to 06/30/2019

Page 4



Restorative Justice Partners, Inc.
Community Corrections Partnership
Proposal

February 2018

Restorative Justice Partners, Inc. EXHIBIT B

February 2018

**Restorative Justice Partners, Inc.
Community Corrections Partnership Proposal**

ORGANIZATION INFORMATION

1. Organization Name: Restorative Justice Partners, Inc.
AKA: RJP, Inc.
2. Tax status: 501 (c) (3) nonprofit
3. Tax ID # (EIN): 77-0168443
4. Organization's address:
229 Reindollar Ave., Suite B, Marina, CA 93933
5. Telephone: 831.883.4325 office 831.869.7641
6. Organization's website: Restorativejusticepartners.com
7. Executive Director: Jennie Burciaga, MPP
8. Email: restorativejusticepartners@gmail.com
9. Objective: The Victim Impact Program (VIP) supports offenders to become more aware of the impact that crime has on victims by providing course curriculum and in-person victim speakers to correctional institutions.
10. Request: Restorative Justice Partners, Inc. respectfully requests \$44,133 for a one year pilot project to plan and implement a small VIP course within the Monterey County Jail.

The mission of Restorative Justice Partners, Inc. is to provide support and education to those affected by conflict to encourage accountability, reparation, and empathy.

Restorative Justice Partners, Inc. EXHIBIT B

February 2018

Organizational Background

In 1999, a Community Restorative Justice Commission was appointed by the Monterey County Board of Supervisors. Increased interest for restorative justice (RJ) practices led to the incorporation of Restorative Justice Partners, Inc. (RJP, Inc.). The keynote programs of the agency are the Victim Offender Reconciliation Program (VORP) and Victim Impact Program (VIP). These processes offer a restorative justice based dialogue in which victim(s) support the opportunity to meet juvenile offender(s) in a safe and structured setting. VORP practices, in turn, form the basis of the Restorative Justice in the Schools (RJ Schools) program. As these practices have been studied - and found effective - for decades, so RJ Schools is proving its worth in Monterey County K-12 schools. And thanks to local supporters, Monterey County is now arguably a California leader of RJ implementation within juvenile-serving institutions. During the past decade RJP, Inc. has grown stronger with a record of providing consistent service year after year. These successes have laid the groundwork for supporting expansion into the adult arena to support the Community Corrections Partnership investments in:

- > *Reducing recidivism*
- > *Maintaining and improving public safety*
- > *Containing, or eventually reducing, the number of incarceration beds*

RJP, Inc.'s programs are specifically designed with two goals in mind: to keep people from involvement in the already-overburdened criminal justice system and to support systems to transform climate and culture toward improvement of the well-being of people, families and their surrounding communities. It is the objective of RJP, Inc. to ensure that individuals are given the opportunity to learn from their mistake(s), modify their behavior, make different decisions over time, and have more beneficial outcomes when confronted with future challenges. These improved decision-making skills can in turn mitigate recidivism, thus enabling families to thrive in -- and even make significant contributions to -- their communities.

Request

Restorative Justice Partners, Inc. respectfully requests \$344,133 for a Year One pilot project to plan and implement a small Victim Impact course within the Monterey County Jail. The funds will provide for coordination of a Victim Impact curriculum training for Program Unit staff with live (not recorded) trained, volunteer speakers at the Monterey County Jail, in coordination with the Sheriff's Department.

Victim Impact Program (VIP)

The Victim Impact Program (VIP) educates offenders to become more aware of the impact that crime has on victims by providing a pre-set course curriculum and in-person victim speakers to attend the classes in correctional institutions. This "Listen & Learn" curriculum (see Appendix 1), or another mutually selected evidenced-based victim focused training, provided by the Office for Victims of Crime (OVC) Training and Technical Assistant Center, focuses on informing offenders of the long term harm caused by their actions. The course builds understanding and relationships between victims of crime and those that have offended in similar ways. The VIP speakers, a group of volunteers who have been victims of crime, currently address groups of juvenile offenders in Monterey County at the Youth Center and Juvenile Hall.

Restorative Justice Partners, Inc. EXHIBIT B

February 2018

The Victim Impact Program supports offenders to become more aware of the impact that crime has on victims, their families, and the community. RJP, Inc. then provides support and education to victim impact speakers with the goal of assisting them to effectively speak to audiences as specified by the course curriculum. Through this course, offenders develop empathy and make attitudinal changes leading to reduced future harm to the community. Additionally, VIP offers a safe and structured setting in which an offender's own victimization can be examined to support emotional healing and a reduced tendency toward crime. Through this process, offenders may develop empathy and make attitudinal changes.

Organization need

RJP, Inc. has historically been able to make big strides on a modest budget throughout Monterey County. It gathers support from invested volunteers, community members, foundations, and other partners in order to work with stakeholders, such as those of the Community Restorative Justice Commission. If RJP, Inc. is able to partner with the CCP on this pilot project, funding would be allocated toward a part time, paid Adult VIP Case Manager position as well as the research, planning, organizational oversight, volunteer development, and action that will be necessary to provide the service.

Objective: Develop a Strategic Plan for Implementation

- Include a STC training for all Jail Program Staff as appropriate
- Reach an agreed on plan among partners for launching project
- Implement VIP course for small group of inmates- pilot
- Document results, findings, and seek out funding for an ongoing service

Expected Results:

- Maintenance and support of victim speakers
 - Speakers report making a beneficial contribution those served, and supported with training and information
 - Inmates constructively reflect on past crimes and release anti-social attitudes
- Engagement with institution(s) is mutually beneficial with measurable results
 - Coordination meetings held once per quarter with institution staff
 - Identify timeline and meet schedule
 - Advanced training held when needed or recommended
 - Jail staff remains capable of teaching curriculum to inmates
- System for data collection both speakers and participants
 - RJP, Inc. will provide outcome and indicator statistics on the pilot project, as well as case study narratives.

The Victim Impact Program is designed to bring understanding, reconciliation, and healing to program participants, offenders and victims alike, so that they can experience more satisfying lives. It is a process that is reasonable in cost, and brings hope to the people being released from custody, their families, and the community. RJP, Inc. expects to learn and teach a lot during the first year's pilot project, and, if desired, CCP partners can expect a strengthened and more replicable restorative justice expansion to be included in a Year 2 proposal.

Restorative Justice Partners, Inc. EXHIBIT B

February 2018

Projection of how the <u>pilot</u> funds will be allocated	Year 1 2018/19
Expenses	
Salaries	
Executive Director .10 of salary	7,260
VIP Case Manager I .50 of salary	9,013
VIP Case Manager II Fully funded .20FTE	12,480
Total Salaries	\$ 28,753
Payroll Taxes & Benefits	
Social Security (6.2%)	1,783
Medicare (1.45%)	417
Total Salaries, Taxes & Benefits	\$30,953
Program Expenses	
Accounting	1,200
Insurance	450
Payroll	480
Staff Development	1,000
Volunteer and Partner Development	1,400
Training Materials	800
Rent/Utilities	2,150
Program Supplies	1,200
Office Equipment	500
Administrative Cost	4,000
Total Program Expenses	\$13,180
Total Expenses	\$44,133

The fundamental unifying hypothesis of restorative practices is that "human beings are happier, more cooperative and productive, and more likely to make positive changes in their behavior when those in positions of authority do things *with* them, rather than *to* them or *for* them."

- Ted Wachtel, International Institute of Restorative Practices, President & Founder

Restorative Justice Partners, Inc. EXHIBIT B

February 2018

Appendix 1

About This Curriculum

Welcome to the Office for Victims of Crime (OVC) TTAC's download center for the Victim Impact: Listen and Learn curriculum. Victim Impact is geared toward helping offenders to become more aware of the impact that crime has on victims and to take responsibility for their actions and begin to make amends. The curriculum makes victims and their rights a central premise. In 1998, the California Youth Authority and Mothers Against Drunk Driving developed the first comprehensive national victim impact curriculum with funding from OVC. Since then, the victim impact program has been replicated in many states, in both juvenile and adult facilities.

OVC recognized the need for a standardized curriculum that could be used with adults and juveniles—one that puts "victims first," and in 2005, it awarded funding to the California Department of Corrections and Rehabilitation to develop one.

In 2016, OVC Training and Technical Assistance Center (OVC TTAC) updated statistics, terminology, and other information throughout the curriculum. In addition, OVC TTAC revised several pre-/post-test questions and added an automatic scoring process.

Victim Impact: Listen and Learn consists of 13 units, built around 10 core crime topics: property crime, assault, robbery, hate and bias, gang violence, sexual assault, child abuse and neglect, domestic violence, drunk and impaired driving, and homicide.

OVC, through OVC TTAC, can help by offering education and tools to the field at no cost, so those who provide services have the skills to reach out to victims of every type of crime, from every background, in every place, and offer them what they need to rebuild their lives.

Source: www.ovcttac.gov/views/HowWeCanHelp/dspHowWeHelp.cfm