

## COUNTY OF MONTEREY STANDARD AGREEMENT

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.

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(hereinafter “CONTRACTOR”).

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

### 1.0 GENERAL DESCRIPTION:

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:** Board of State and Community Corrections (BSCC) Proposition 47 Cohort IV funded restorative justice programming, including juvenile offender reintegration and intervention services in Monterey County

### 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 shall not exceed the sum of: \$ 874,152.00

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2025 to June 30, 2028, 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:

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: Activity Tracking Worksheet**

**Exhibit C: Salaries and Benefits Worksheet**

## 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 in this paragraph. 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.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

## 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:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 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 coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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, and \$2,000,000 in the aggregate.

*(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.)*

**Auto Liability Coverage:** must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

#### 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.

#### **Additional Insured Status:**

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### **Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### **Workers' Compensation Waiver of Subrogation:**

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 always 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.

10.06 **Format of Deliverables:** For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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:**

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 **COMPLIANCE WITH APPLICABLE LAWS:**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

**14.0 INDEPENDENT CONTRACTOR:**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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.

**15.0 NOTICES:**

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:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Ashley English, Management Analyst III	Jennie Burciaga, Executive Director
Name and Title	Name and Title
168 W. Alisal Street, Second Floor Salinas, CA 93901	229 Reindollar Avenue, Suite B Marina, CA 93933
Address	Address
(831) 755-5543	(831) 869-7641
Phone:	Phone:

**16.0 MISCELLANEOUS PROVISIONS.**

16.01 **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.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.
- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.

16.14 **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.

16.15 **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.

16.16 **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.

## 17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

### 17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

### 17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

### 18.0 SIGNATURE PAGE

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

#### COUNTY OF MONTEREY

#### CONTRACTOR

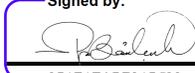
By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

Approved as to Form  
Office of the County Counsel<sup>1</sup>  
Susan K. Blich, County Counsel

By: Signed by:  
  
851F1EAB7315423  
County Counsel

Date: 6/10/2025 | 2:16 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by:  
  
E79EF64E57454F8  
Auditor/Controller

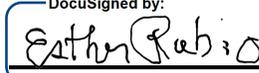
Date: 6/10/2025 | 2:12 PM PDT

Reviewed as to Liability Provisions  
Office of the County Counsel-Risk Management

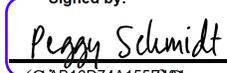
By: \_\_\_\_\_  
David Bolton, Risk Manager

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

Restorative Justice Partners, Inc.  
Contractor/Business Name \*

By: DocuSigned by:  
  
02E1B8E5F52047  
Signature of Chair, President, or Vice-President)  
Esther Rubio, Vice-President

Date: 6/10/2025 | 11:50 AM PDT  
Name and Title

By: Signed by:  
  
5AB18074455F431  
Signature of Secretary, Asst. Secretary, CFO, Treasurer, or  
Asst. Treasurer)

Date: 6/10/2025 | 6:18 AM PDT  
Name and Title  
Peggy Schmidt, Treasurer

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subs. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

<sup>1</sup>Approval by the Office of the County Counsel is required.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

## **EXHIBIT A**

**To Agreement by and between  
Office of the Public Defender, hereinafter referred to as “County”  
AND  
Restorative Justice Partners, Inc., hereinafter referred to as “CONTRACTOR”**

### **Scope of Services / Payment Provisions**

#### **1. SCOPE OF SERVICES**

- 1.1. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below.
- 1.2. CONTRACTOR agrees and understands that all services and expenditures of funds under this Agreement must adhere to the Board of State and Community Corrections (BSCC) grant guidelines and requirements.

#### **2. TARGET POPULATION**

- 2.1. The target population to be served under this Agreement is Proposition 47 Cohort IV (hereinafter, Prop. 47) eligible participants in the County of Monterey. For the purposes of this Agreement, Prop. 47 eligible participants include juveniles who have been arrested, charged with, and/or convicted of a criminal offense involving less serious crimes such as those covered by Proposition 47, and have a history of mental health issues and/or substance use disorders.
  - 2.1.1. Juveniles must fall under the jurisdiction of the juvenile court pursuant to Welfare and Institutions Code section 602 to receive services provided under this Agreement. Juveniles that come under the jurisdiction of the juvenile court under Welfare and Institutions Code section 601 (i.e. status offenses, truancy) do not meet the arrested for, charged with, and/or convicted of a criminal offense eligibility requirement.
  - 2.1.2. For the purposes of this Agreement, a person has a history of mental health issues and/or substance use disorders if the person has:
    - 2.1.2.1. A mental health issue and/or substance use disorder that limits one or more of their life activities
    - 2.1.2.2. Received services for a mental health issue and/or substance use disorder
    - 2.1.2.3. Self-reported to a provider that they have a history of a mental health issue and/or substance use disorder; or
    - 2.1.2.4. Been regarded as having a mental health issue and/or substance use disorder
- 2.2. CONTRACTOR understands and agrees that CONTRACTOR is responsible for verifying that participants meet Prop. 47 eligibility criteria as described above prior to enrolling them in Prop. 47 services. Should CONTRACTOR inadvertently serve participants who are ineligible for Prop. 47 services, costs associated with those participants shall be the CONTRACTOR’s sole responsibility.

#### **3. SERVICE REQUIREMENTS**

- 3.1. CONTRACTOR agrees that funding under this Agreement shall be used to support new program activities and/or to augment existing funds that expand current program activities. CONTRACTOR understands and agrees that funding under this Agreement shall not be used to replace or supplant existing funds or other available funding. For purposes of this Agreement, supplanting is defined as the deliberate reduction in the amount of Federal, State, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purpose.
- 3.2. CONTRACTOR understands and agrees that the project activity period for Prop. 47 funding ends on March 31, 2028. CONTRACTOR agrees that no project activity shall occur beyond this date; however, final invoicing for project activity may occur through and including April 20, 2028. Final outcome reporting in support of the Prop. 47 Local Evaluation Report may be required through and including June 30, 2028.

#### **4. SERVICE PROVISION**

- 4.1. CONTRACTOR shall develop and implement restorative justice programming including juvenile offender reintegration and intervention services for Prop. 47 eligible juveniles. CONTRACTOR shall adhere to expressed objectives of ensuring individuals are given the opportunity to learn from their mistake(s), modify their behavior, make different decisions over time, and seek more beneficial outcomes when confronted with future challenges, ultimately resulting in improved decision-making skills and mitigation of recidivism.
- 4.2. CONTRACTOR shall establish/enhance relationships and collaborate/partner with local schools and law enforcement agencies to ensure cohesive and effective restorative justice programming throughout Monterey County. This shall include development of a referral system in partnership with these agencies and may include outreach and informational sessions.
- 4.3. JUVENILE OFFENDER REINTEGRATION
  - 4.3.1. CONTRACTOR shall expand current program activities and develop new programming to improve reintegration of Prop. 47 eligible juveniles exiting law enforcement custody. CONTRACTOR shall expand and/or develop this programming with the aim of reducing recidivism.
  - 4.3.2. CONTRACTOR shall expand program-based intervention services that may include, but not be limited to, Victim Offender Reconciliation, Reintegration Circles, and other prosocial services based in restorative justice.
- 4.4. JUVENILE INTERVENTION SERVICES
  - 4.4.1. CONTRACTOR shall expand current program activities and develop new programming to expedite diversion of Prop. 47 eligible justice-involved juveniles. This may include, but not be limited to:
    - 4.4.1.1. Collaboration with local schools to ensure immediate restorative justice intervention at or around the time of the incident
    - 4.4.1.2. Collaboration with law enforcement to ensure immediate restorative justice intervention at or around the time of the incident

- 4.4.1.3. Development of targeted programming that increases diversion of Prop. 47 eligible juveniles and reduces time between the incident and restorative justice intervention
- 4.4.1.4. Programming that includes mediations, Community Building Circles, and Reintegration Circles
- 4.5. CONTRACTOR shall utilize funding to expand provision of services to underserved areas of Monterey County such as Castroville, Marina, Soledad, Greenfield, and King City (contingent on receptiveness of local partners).
- 4.6. CONTRACTOR shall ensure that all services are provided by qualified, trained personnel. CONTRACTOR shall ensure that all personnel, including any volunteer staff performing services under this Agreement, receive appropriate training and supervision.
- 4.7. CONTRACTOR shall provide 0.35 FTE Executive Director, 2.00 FTE Community Restorative Justice Coordinators, and 0.35 FTE Administrative Coordinator to support restorative justice programming and the organizational research, planning, oversight, and administrative support necessary to successfully complete the programming.
- 4.8. CONTRACTOR shall serve no fewer than forty (40) Prop. 47 eligible participants throughout the duration of this Agreement.

## **5. REFERRALS**

- 5.1. Under this Agreement, referrals to CONTRACTOR for restorative justice programming may come from the Office of the Public Defender, Monterey County Probation Department, local law enforcement, and local schools. County reserves the right to add additional referral sources throughout the duration of the Agreement. If additional referral sources are added, County shall immediately communicate this change to CONTRACTOR.
- 5.2. If CONTRACTOR is contacted by, initiates contact with, and/or assesses a client that aligns with Prop. 47 eligibility criteria in the absence of a referral, CONTRACTOR shall have the discretion to enroll clients in Prop. 47 restorative justice programming directly. CONTRACTOR must verify that the client meets Prop. 47 eligibility criteria prior to enrolling them in Prop. 47 services and must complete required Prop. 47 intake processes (described under Section 6. Reporting Requirements). Should CONTRACTOR inadvertently serve a client who is ineligible for Prop. 47 services, costs associated with that client shall be the CONTRACTOR's sole responsibility.
- 5.3. CONTRACTOR shall refer Prop. 47 participants to additional Prop. 47 contractors/programming, with referrals tailored to individual participant need. County shall provide CONTRACTOR with information regarding available Prop. 47 programming, contact information for additional services, and referral processes and procedures.

## **6. REPORTING REQUIREMENTS**

- 6.1. Prop. 47 grant funding requires CONTRACTOR complete quarterly data collection and progress reports. CONTRACTOR shall regularly furnish all required data and reports to County according to the requirements set forth by the BSCC and County.

Should reporting requirements change during the term of this Agreement, County shall notify CONTRACTOR of such changes as soon as possible.

- 6.2. CONTRACTOR shall submit to County a quarterly narrative report, using a template to be provided by County, providing a description of program successes, challenges, progress, and outcomes.
- 6.3. CONTRACTOR shall submit to County quarterly data for Prop. 47 participants utilizing a template to be provided by County.
- 6.4. Quarterly narrative and data reports shall be submitted to County according to the following schedule:

<b>Quarterly Progress Report Periods</b>	<b>Due no later than:</b>
July 1, 2025 – September 30, 2025	October 15, 2025
October 1, 2025 – December 31, 2025	January 15, 2026
January 1, 2026 – March 31, 2026	April 15, 2026
April 1, 2026 – June 30, 2026	July 15, 2026
July 1, 2026 – September 30, 2026	October 15, 2026
October 1, 2026 – December 31, 2026	January 15, 2027
January 1, 2027 – March 31, 2027	April 15, 2027
April 1, 2027 – June 30, 2027	July 15, 2027
July 1, 2027 – September 30, 2027	October 15, 2027
October 1, 2027 – December 31, 2027	January 15, 2028
January 1, 2028 – March 31, 2028	April 15, 2028

- 6.5. CONTRACTOR shall submit narrative and data reports in a timely fashion, pursuant to this Agreement. Failure to submit reports according to the above schedule may result in disallowance of payment for claimed services.
- 6.6. CONTRACTOR is required to complete appropriate Prop. 47 intake forms for every participant served under Prop. 47 programming. The intake process shall be designed by County, and CONTRACTOR shall receive training on and shall be held accountable for appropriate completion of said process for every participant. Upon completion of the intake process, the participant will be assigned an alphanumeric deidentification number (hereinafter, CY Number) which CONTRACTOR and County will use for data collection and transmission purposes. CONTRACTOR is responsible for clearly documenting each participant’s CY Number on CONTRACTOR’s internal files to ensure accurate reporting is completed for each participant throughout the duration of the grant period. Should CONTRACTOR fail to complete the intake process for a participant, that participant’s received services shall not be reimbursable under this Agreement.
- 6.7. CONTRACTOR must provide data and reports that encompass all participants served under Prop. 47 programming. CONTRACTOR is expected to collect data that reflects services received and outcome of service delivery for each participant served under this Agreement.
- 6.8. County shall provide to CONTRACTOR appropriate training for data collection and reporting requirements. CONTRACTOR shall notify County of any issues related to data collection and reporting requirements, including the need for additional training.

- 6.9. CONTRACTOR shall be responsible for maintaining confidentiality of all data shared with County and shared by County.
- 6.10. CONTRACTOR shall designate for County one point of contact for all communications related to data collection and reporting. The County Project Director (or his/her designee) and designated CONTRACTOR personnel shall be in close contact throughout the duration of the Agreement.

## **7. MONITORING/EVALUATIONS**

- 7.1. CONTRACTOR agrees and understands that County bears oversight responsibility for management and administration of Prop. 47 funds, which includes monitoring participating agencies' adherence to mandated guidelines.
- 7.2. County shall have the right to inspect, evaluate, and monitor services provided under this Agreement for effectiveness, quality, appropriateness, and timeliness of services provided, as well as CONTRACTOR compliance with the terms and conditions of this Agreement.
- 7.3. CONTRACTOR agrees to:
  - 7.3.1. Communicate regularly with County Prop. 47 Project Director and/or designee.
  - 7.3.2. Attend, with at least one CONTRACTOR representative, monthly virtual collaboration meetings (schedule to be determined) and quarterly in-person meetings (location and schedule to be determined) to coordinate overall implementation of Prop. 47 funding.
  - 7.3.3. Attend, with at least one CONTRACTOR representative, monthly virtual meetings (schedule to be determined) with the County Prop. 47 Project Director and/or designee.
  - 7.3.4. Attend and participate in additional team and collaborative meetings, scheduled as necessary.
- 7.4. County shall review at regular intervals all statistical reports, financial records, and other documents concerning services provided under this Agreement. CONTRACTOR shall at all times cooperate with any assigned quality improvement plans and all financial integrity requirements.
- 7.5. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of services under this Agreement.
- 7.6. County and CONTRACTOR shall collaborate to implement and refine the program, as needed. County and CONTRACTOR shall continue to monitor implementation of this program primarily through communication between the County Prop. 47 Project Director and/or designee and CONTRACTOR designated point of contact. The focus of the monitoring activity will be to review and evaluate operations to ensure that appropriate participants are receiving services. Other meetings shall be scheduled as needed to discuss other areas that impact either party of this Agreement.
- 7.7. County shall conduct on-site audits to ensure appropriate documentation is retained, verify billing, observe operations, etc.

## **8. RECORDS, REPORTS, & AUDITS**

- 8.1. CONTRACTOR shall maintain proper programmatic and fiscal records relating to participants served under the terms of this Agreement, as required by County and the BSCC. Records shall include a description of all services provided by the

- CONTRACTOR in sufficient detail to make possible an evaluation of services and all data necessary to meet BSCC reporting requirements.
- 8.2. CONTRACTOR shall maintain books, records, documents, and other evidence of accounting procedures and practices sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement.
  - 8.3. Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, CONTRACTOR shall permit authorized County, State, and/or Federal agencies, through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder and the premises where such work is being performed. CONTRACTOR's facilities or offices or such part thereof as may be engaged in the performance of this Agreement and any associated records shall be subject at all reasonable times to inspection, audit, and reproduction. If any inspection or evaluation is made of the CONTRACTOR's premises, CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
  - 8.4. County, State, and Federal agencies have the right to audit, evaluate, and inspect any books, records, contracts, computers, electronic systems, premises, physical facilities, and equipment of CONTRACTOR that pertain to any aspect of services and activities performed, or determination of amounts payable, under this Agreement at any time.
  - 8.5. County, including, but not limited to, the County of Monterey Auditor-Controller's Office and/or designated representative, shall conduct Agreement compliance audits and reviews.
  - 8.6. CONTRACTOR agrees to allow auditor(s) access to records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records and the performance of this Agreement.
  - 8.7. If this Agreement is completely or partially terminated, the records relating to the work performed prior to termination shall be preserved and made available to any auditor(s).
  - 8.8. CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit, or obtain copies of said records, the CONTRACTOR must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers.
  - 8.9. CONTRACTOR shall maintain individual participant records. Such records shall contain all data necessary to prepare any reports reasonably required by County and/or the BSCC. Subject to State and Federal confidentiality requirements, CONTRACTOR agrees to furnish duly authorized County, State, or Federal government access to participant records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services.

- 8.10. Any and all audit exceptions by County or any Federal or State agency of CONTRACTOR's performance of this Agreement, or actions by CONTRACTOR, its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to develop and implement corrective action plans in a manner acceptable to the County in order to comply with recommendations contained in audit reports. Such corrective action plans shall include time specific objectives to allow for measurement of progress. County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.
- 8.11. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to County not later than thirty (30) calendar days after the County notifies the CONTRACTOR of such overpayment. At County's election, County may recover the excess or any portion of it by offsets made by County against any payment(s) owed to CONTRACTOR under this Agreement.
- 8.12. All expenditures of State funds furnished by County are subject to audit by County. Such audits shall build upon audits already performed. Objectives of such audits may include, but not be limited to, the following:
  - 8.12.1. To determine claimed/reported services are properly documented by service records and accurately accumulated for claiming/reporting
  - 8.12.2. To validate data reported by CONTRACTOR
  - 8.12.3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations
  - 8.12.4. To determine the cost of services
  - 8.12.5. To determine that expenditures are made in accordance with applicable Federal and State laws and regulations and contract requirements
- 8.13. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County and must outline the amount expended by funding source.
- 8.14. CONTRACTOR shall be held accountable for audit exceptions taken by the State against the County or the CONTRACTOR for failure to comply with any Prop. 47 requirements.

## **9. TERMINATION & SURVIVAL OF OBLIGATIONS**

- 9.1. County may, at its sole discretion, terminate this Agreement immediately upon the occurrence of any of the following events:
  - 9.1.1. CONTRACTOR fails to comply with County's review procedures, quality improvement requirements, and financial integrity requirements.
  - 9.1.2. CONTRACTOR fails to meet County qualification criteria.
  - 9.1.3. CONTRACTOR fails to submit any reports requested by the County pursuant to this Agreement.
  - 9.1.4. CONTRACTOR is unable, or reasonably expected to be unable, to provide services outlined in this Agreement, for any reason, for a period in excess of thirty consecutive days or sixty days in the aggregate over any 3-month period.

- 9.1.5. CONTRACTOR's performance of this Agreement poses an imminent danger to the health and safety of any individual participant.
- 9.1.6. CONTRACTOR is suspended, excluded, or otherwise becomes ineligible to participate in Prop. 47 programming.
- 9.1.7. CONTRACTOR breaches any confidentiality obligation.
- 9.1.8. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation, or other similar law or jurisdiction.
- 9.1.9. Insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal, or cancellation.
- 9.1.10. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason.
- 9.1.11. County determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State, or local laws, and thirty calendar days have passed since written notice of the violation or breach has been given by County, without remedy thereof by CONTRACTOR to the satisfaction of County.
- 9.2. Upon termination of this Agreement, the rights and duties of the parties shall be terminated, except that, after termination, the following obligations shall remain in effect:
  - 9.2.1. CONTRACTOR shall, pursuant to this Agreement and upon approval of County, continue serving participants who are receiving services from CONTRACTOR until completion of programming.
  - 9.2.2. County and CONTRACTOR shall continue to remain obligated under this Agreement with regard to charges and payments for covered services rendered prior to termination or required to be rendered after termination as provided above, until such obligations are discharged by full performance or until such performance is otherwise excused.
  - 9.2.3. CONTRACTOR shall remain subject to any audit otherwise authorized or required by this Agreement or by any State or Federal statute or regulations affecting this Agreement.

## **10. LIMITATION OF FUNDING**

- 10.1. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by the State of California which may in any way impact the provisions or funding of this Agreement, including, but not limited to, those contained in the State's Budget Act. This Agreement shall be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way impact the provisions or funding of this Agreement.

- 10.2. This Agreement is made with the understanding that State governments are providing and will continue to provide funds to County so that County can make payments to CONTRACTOR under this Agreement. The identified funds are subject to increase or decrease dependent upon the availability of the appropriations by the State Legislature or tax transfers made by the State Controller. Increases or decreases in the amount County allocates to CONTRACTOR will require a written amendment to this Agreement.
- 10.3. Notwithstanding any other provision of this Agreement, if the State government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County in its sole and absolute discretion, after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR, effective immediately or on such other date as County specifies in the notice. Alternatively, it is mutually agreed that the Agreement may be amended to reflect any reduction in funding.
- 10.4. In the event the County's Board of Supervisors adopts, in any Fiscal Year (FY), a County budget which provides for reductions in County Agreements, the County reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that FY and any subsequent FY during the term of this Agreement, correspondingly. The County's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty calendar days of the Board's approval of such action.
- 10.5. Notwithstanding any other provision of this Agreement, County shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during any of County's current or future FY unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for such FY. In the event funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last FY for which funds were appropriated. County shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

## **11. AMENDMENTS**

- 11.1. In the event of changes in the law that impact provisions of this Agreement, the parties agree to amend the impacted contract provisions to conform to the changes in the law retroactive to the effective date of such changes in the law. The parties further agree that the terms of this Agreement are severable and in the event of changes in the law as described above, the unimpacted provisions and obligations of the Agreement shall remain in full force and effect.

## **12. CONFIDENTIALITY**

- 12.1. To the extent permitted by law, CONTRACTOR agrees to share information regarding justice-involved individuals impacted by this Agreement. The sharing of information related to specific case histories, as permitted by law, is deemed essential to collaboration and will be utilized only to gain an understanding of the needs of the participant and to improve the planning, delivery, and evaluation of services.

- 12.2. CONTRACTOR shall maintain confidentiality of its records in accordance with all applicable State and Federal laws and regulations regarding confidentiality of participant records and information.
- 12.3. Confidential records and the identities of participants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records and from contact with its participants shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The County shall have access to such confidential information and records to the extent allowed by law and such information and records to which County has access shall remain confidential and may be disclosed only as permitted by law.
- 12.4. CONTRACTOR and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the CONTRACTOR, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- 12.5. CONTRACTOR is solely responsible for obtaining from participants all necessary authorizations for disclosure of confidential information required pursuant to services performed under this Agreement.
- 12.6. CONTRACTOR and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- 12.7. CONTRACTOR and its employees, agents, or subcontractors shall promptly transmit to County all requests for disclosure of such identifying information not emanating from the participant or person.

### **13. BSCC TERMS**

- 13.1. Non-Discrimination Clause and Civil Rights Compliance: During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the

awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 13.2. Books and Records: CONTRACTOR shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, State government auditors or designees, or by Federal government auditors or designees.
- 13.3. Access to Books and Records: Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. CONTRACTOR shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.
- 13.4. Project Access: CONTRACTOR shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by CONTRACTOR. Access to program records will be made available by CONTRACTOR for a period of three (3) years following the end of the grant period.
- 13.5. Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards
  - 13.5.1. CONTRACTOR must be duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of this Agreement.
  - 13.5.2. CONTRACTOR must be registered with the California Secretary of State's Office and must remain registered and in good standing throughout the duration of this Agreement.
  - 13.5.3. CONTRACTOR must be registered with the California Office of the Attorney General, Registry of Charitable Trusts and must remain registered and in good standing throughout the duration of this Agreement.
  - 13.5.4. CONTRACTOR must have a valid Employer Identification Number (EIN) and must maintain a valid EIN throughout the duration of this Agreement.
  - 13.5.5. CONTRACTOR must have a valid business license (if applicable) and must maintain a valid business license throughout the duration of this Agreement.
  - 13.5.6. CONTRACTOR must not have any outstanding civil judgments or liens and may not incur any civil judgments or liens throughout the duration of this Agreement.

- 13.5.7. CONTRACTOR must have all required state and local licenses and certifications necessary to provide the services outlined in this Agreement and must maintain said licenses and certifications throughout the duration of this Agreement.
- 13.5.8. CONTRACTOR must retain applicable source documentation that verifies compliance with the above criteria and must produce said documentation at County's request. CONTRACTOR must retain said documentation in accordance with the records and retention language outlined in this Agreement.
- 13.5.9. Should CONTRACTOR not meet the outlined Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards at any point during this Agreement term, the Agreement shall be terminated effective immediately.

#### **14. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

- 14.1. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations, policies, and other applicable laws. Cultural competency is defined as a congruent set of practices, skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR's provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- 14.2. CONTRACTOR shall provide services that are trauma-informed and culturally relevant.
- 14.3. CONTRACTOR shall provide linguistically accessible services to ensure access to services by all eligible individuals as required by State regulations, policies, and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters.

#### **15. SUBCONTRACTING/DELEGATION AND ASSIGNMENT**

- 15.1. CONTRACTOR may not subcontract any services under this Agreement without County's prior written authorization. Should written authorization be given by County, County may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement at any time. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable laws, including, without limitation, the licensing, certification, privacy, and confidentiality requirements set forth herein. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to County for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).
- 15.2. CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the County, and any assignment without such consent shall automatically terminate this Agreement. Any

delegation and/or assignments submitted to the County for review and approval shall be in the form of a subcontract.

**16. PAYMENT PROVISIONS**

- 16.1. County shall pay an amount not to exceed \$874,152.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’s compensation for services rendered shall be based on the following rates and in accordance with the following terms.
- 16.2. Expenses for project activity may be incurred through and including March 31, 2028, with final invoicing occurring no later than April 20, 2028.

	<b>FY 25/26</b>	<b>FY 26/27</b>	<b>FY 27/28</b>	<b>TOTAL</b>
<b>STAFFING EXPENSES</b>				
0.35 FTE Executive Director	\$ 38,602.00	\$ 38,602.00	\$ 28,952.00	\$ 106,156.00
2.00 FTE Community Restorative Justice Coordinators	\$ 116,480.00	\$ 118,810.00	\$ 90,889.00	\$ 326,179.00
Bilingual Pay (3%) for 2.00 FTE CRJ Coordinators	\$ 3,494.00	\$ 3,564.00	\$ 2,726.00	\$ 9,784.00
0.35 FTE Administrative Coordinator	\$ 20,300.00	\$ 20,300.00	\$ 15,225.00	\$ 55,825.00
Social Security	\$ 10,874.00	\$ 11,018.00	\$ 8,374.00	\$ 30,266.00
Medicare	\$ 2,543.00	\$ 2,576.00	\$ 1,958.00	\$ 7,077.00
Medical QSEHRA	\$ 6,480.00	\$ 7,050.00	\$ 5,288.00	\$ 18,818.00
<b>PROGRAM EXPENSES</b>				
Accounting	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 11,000.00
Community Education/Events	\$ 6,500.00	\$ 6,500.00	\$ 4,875.00	\$ 17,875.00
Mileage	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 16,500.00
Insurance	\$ 7,200.00	\$ 7,200.00	\$ 5,400.00	\$ 19,800.00
Payroll	\$ 1,400.00	\$ 1,400.00	\$ 1,050.00	\$ 3,850.00
Board/Staff Development	\$ 4,750.00	\$ 4,500.00	\$ 3,375.00	\$ 12,625.00
Staff Recruitment/Development/Training	\$ 9,500.00	\$ 9,000.00	\$ 6,750.00	\$ 25,250.00
Rent/Utilities	\$ 22,000.00	\$ 22,000.00	\$ 16,500.00	\$ 60,500.00
Literature/Training Development	\$ 4,300.00	\$ 4,500.00	\$ 3,375.00	\$ 12,175.00
Program Supplies	\$ 7,500.00	\$ 7,500.00	\$ 5,625.00	\$ 20,625.00
Phone Stipend	\$ 3,900.00	\$ 3,900.00	\$ 2,925.00	\$ 10,725.00
Tech Support	\$ 1,800.00	\$ 1,800.00	\$ 1,350.00	\$ 4,950.00
Office Equipment	\$ 14,920.00	\$ 14,000.00	\$ 10,500.00	\$ 39,420.00
<b>SUBTOTAL</b>	<b>\$ 292,543.00</b>	<b>\$ 294,220.00</b>	<b>\$ 222,637.00</b>	<b>\$ 809,400.00</b>
Administrative Cost (8%)	\$ 23,403.44	\$ 23,537.60	\$ 17,810.96	\$ 64,752.00
<b>TOTAL</b>	<b>\$ 315,946.44</b>	<b>\$ 317,757.60</b>	<b>\$ 240,447.96</b>	<b>\$ 874,152.00</b>

- 16.3. The total budget under this Agreement shall not exceed \$874,152.00. County may adjust funding between line-items to meet programming need. Should CONTRACTOR identify an adjustment in line-item funding may be appropriate, CONTRACTOR shall contact County in writing with said request. County must approve the budget adjustment prior to CONTRACTOR incurring costs in excess of the above outlined budgets. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. As

such, an increase in one line item shall require corresponding decreases in other line items.

- 16.4. CONTRACTOR shall not acquire equipment and/or fixed assets under this Agreement. For purposes of this Agreement, equipment/fixed assets are defined as nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$3,500 or more per unit, including tax and installation. If equipment is purchased as a complete package (i.e. computer, monitor, modem, software), the total package cost, not the unit cost, shall be utilized to determine equipment/fixed asset designation. Should CONTRACTOR incur costs for equipment/fixed assets as defined in this clause, CONTRACTOR shall be solely responsible for said costs, and costs shall not be reimbursable under this Agreement.
- 16.5. CONTRACTOR shall not use any funding under this Agreement for food and beverage purchases without prior written approval from County. Any costs incurred by CONTRACTOR for food and beverage purchases in the absence of written preapproval from County shall not be reimbursable under this Agreement.
- 16.6. CONTRACTOR shall not use any funding under this Agreement for program incentives or participant support items without prior written approval from County. Excluded items include, but are not limited to, clothing, hygiene items, transportation vouchers, housing related costs, books, gift cards, stipends, and scholarships. Any costs incurred by CONTRACTOR for the purchase of program incentives or participant support items in the absence of written preapproval from County shall not be reimbursable under this Agreement.
- 16.7. CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not meet Prop. 47 criteria.
- 16.8. Under no circumstances shall CONTRACTOR bill County for service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants, or sources.
- 16.9. CONTRACTOR shall be reimbursed for mileage incurred exclusively in connection with travel necessary to perform duties under this Agreement. CONTRACTOR must use the California State travel policy regarding mileage reimbursement, unless CONTRACTOR's written travel policy is more restrictive than the State's, in which case, the CONTRACTOR's written travel policy must be used. To receive reimbursement for mileage, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying date and purpose of travel. No other travel costs shall be reimbursed under this Agreement.
- 16.10. CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.
- 16.11. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by County. Should CONTRACTOR not have available funds in the Agreement for a particular service and/or not have capacity to provide said service, CONTRACTOR shall, at the first opportunity, inform County.
- 16.12. If this Agreement is cancelled for any reason, County's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above, except with respect to survival of obligations after termination wherein

County and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

- 16.13. Allowable costs shall be actual costs or charges for delivering the services specified under this Agreement. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State, BSCC, and County regulations.
- 16.14. Failure to submit reports shall be deemed non-compliance with the terms and conditions of this Agreement and may cause reimbursement to be delayed or disallowed.

## **17. CONTRACTOR'S BILLING PROCEDURES**

- 17.1. County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- 17.2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- 17.3. CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors. CONTRACTOR agrees to reimburse County for any audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.
- 17.4. CONTRACTOR shall provide supporting documentation with all invoice submissions. Documentation shall include, but not be limited to:
  - 17.4.1. General Ledger Documentation
  - 17.4.2. Payroll Reports
  - 17.4.3. Timesheets
  - 17.4.4. Salaries and Benefits Information: All information outlined on the Salaries and Benefits Worksheet (Exhibit C) must be reported to County. CONTRACTOR may use the Salaries and Benefits Worksheet to report this information, or may opt to use something similar that is bespoke to CONTRACTOR. Should CONTRACTOR opt to use the Salaries and Benefits Worksheet, an electronic template shall be provided to CONTRACTOR, and CONTRACTOR shall submit only one Salaries and Benefits Worksheet per reconciliation. Should CONTRACTOR opt to use a bespoke worksheet/report, CONTRACTOR must ensure that all information contained on the Salaries and Benefits Worksheet is contained in the bespoke worksheet/report.
  - 17.4.5. Activity Tracking Worksheet (Exhibit B) for all personnel not 100% funded under this Agreement
  - 17.4.6. Itemized receipts to support Program Expenses
    - 17.4.6.1. Costs for Community Education/Events shall be accompanied by copies of any agendas and/or materials distributed at the event
    - 17.4.6.2. Training/development costs shall be accompanied by a training agenda, an attendance roster, and a completion certificate, where appropriate
  - 17.4.7. Itemized Administrative Costs
  - 17.4.8. List of participants served, represented by the participant's deidentified alphanumeric code

- 17.4.9. Other accounting documents and/or backup documentation as needed and as may be required by the BSCC and/or County
- 17.5. CONTRACTOR shall submit to County claims with outlined backup documentation on a monthly basis so as to reach County no later than the twentieth (20<sup>th</sup>) day of the month following the month of service.
- 17.6. County shall not pay any claims for payment for services submitted more than four (4) months after the calendar month in which the services completed, and County shall not pay any claims received after April 20, 2028.
- 17.7. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement, the County may, at its sole discretion, deny payment for that month of service and disallow the claim.
- 17.8. CONTRACTOR shall be solely liable and responsible for all data and information submitted by CONTRACTOR. The amount requested shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.
- 17.9. CONTRACTOR shall provide full access to documentation supporting expenditure of funds under this Agreement.
- 17.10. CONTRACTOR shall submit via email a monthly claim with electronic signatures and supporting documentation for services rendered to County at:

[EnglishAE@countyofmonterey.gov](mailto:EnglishAE@countyofmonterey.gov)

- 17.11. County shall review and certify CONTRACTOR's claim either in the requested amount (or in such other amount as County approves in conformity with this Agreement) and shall then submit such certified claim to the County Auditor. The County Auditor-Controller shall pay the amount certified within thirty calendar days of receiving the certified invoice.
- 17.12. To the extent County determines CONTRACTOR has improperly claimed services under this Agreement, County may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment or County may make corrective accounting transactions.
- 17.13. If County certifies payment at a lesser amount than the amount requested, County shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to the County within twenty calendar days after the CONTRACTOR's receipt of the County notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person. Any costs incurred for dispute resolution shall be split evenly between CONTRACTOR and County.



