

**AMENDMENT NO. 1
TO
THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE SONOMA COUNTY PROBATION DEPARTMENT
AND
RESTORATIVE RESOURCES**

This Amendment No. 1, is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Restorative Resources, a California non-profit corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, COUNTY and CONSULTANT entered into an Agreement for the provision of delivering Restorative Justice Services for Sonoma County juvenile offenders effective July 01, 2018 ("the Agreement"); and

WHEREAS, Section 8 of the Agreement provides that the parties may modify or amend the Agreement in writing; and

WHEREAS, in the judgement of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the provision of restorative justice for the juvenile offenders and their victims in Sonoma County; and

WHEREAS, the parties wish to amend the Agreement for the purpose of increasing the rates of services beginning January 01, 2019, and increasing the contract limit to reflect reasonable increases in operating costs of Consultant.

A G R E E M E N T

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

1. 2.1 Payment, shall be amended to read as follows:

2.1 Payment. For all services required and incidental costs incurred hereunder, Consultant shall be paid in accordance with the rates set forth in the estimated budget and Fee Schedule, attached hereto as Exhibit "B2" and incorporated herein by this reference. The amount to be paid to Consultant for all services performed under this Agreement shall not exceed three hundred twelve thousand, five hundred dollars (\$312,500). Such amount is not an estimate or minimum guarantee of payment under the Agreement; the amount to be paid under this Agreement shall be made in accordance with the terms set forth herein.

2. All other provisions of the Agreement are unchanged, and shall remain in full force and effect throughout the remaining balance of the term of the Agreement.

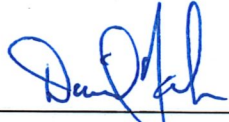
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the dates indicated below.

COUNTY: COUNTY OF SONOMA

CONSULTANT: Restorative
Resources

APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: 

By: 

Name: VERÓNICA R. CRUZ

David Koch, Chief Probation Officer

Title: INTERIM EXECUTIVE
DIRECTOR

Date: 11-30-2018

Date: 12/11/2018

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

CERTIFICATES OF INSURANCE ON
FILE WITH:

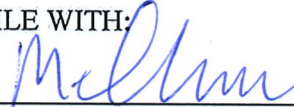

Marcella Chandler, Department Analyst

EXHIBIT B2

BUDGET / Fee Schedule

Fees encompass all program delivery costs including staff salaries for intake, assessments, groups, fidelity measures, outcome reporting, case management, and quality assurance plan meetings.

Reimbursement for direct service hours: When service targets listed below and all other contract terms are met, consultant shall be paid \$8,750 per month. When targets are not met, payments will be prorated as shown below.

Activity	Service Target	Payment when targets are met	Prorated payment
Restorative Conferencing and Accountability Circles	75-110 unduplicated youth per fiscal year *	\$8,016/month	\$1,040/youth
Restorative Dialogue Groups	34-52 groups per fiscal year	\$734/month	\$205/group
Total		\$8,750/month	

* Cases that are opened, closed or in progress during the period. Including up to 25% unsuccessful cases. Each youth will count once unless a new case is referred for the same youth.

Service target completion will be assessed using the table below. Any shortfall in service targets or payments will be reassessed and corrected at the end of each quarter.

Month	Minimum Youth Served Target (cumulative)	Minimum Groups Delivered Target (cumulative)
July	6	3
August	12	6
September	19	9
October	25	11
November	31	14
December	37	17
January	43	20
February	49	23
March	56	26
April	62	29
May	68	32
June	75	34

Documentation of Direct Service Hours: Consultant shall provide details, including names of participants and staff, dates and locations of service, for all billable hours in a form to be provided by Probation.

Co-Payment/Fees: Probation will allow Consultant to charge a co-payment or share-of-cost payment to Probation clients referred to this program. Any such client fee, and all related billing, sliding-scale rates, collecting, and reporting procedures, shall be agreed upon by Probation and Consultant. Probation staff shall be notified of any fee (amount, description, and terms) to be charged to a Probation-referred client prior to the client being notified of such fee. Probation staff shall work collaboratively with Consultant to inform client of the program's fee requirements. Collection and reporting of such fees shall be conducted by Consultant staff. Fees shall be charged in accordance with Probation's terms. Clients who do not comply with payment of client fees may be returned to Probation as unsuccessful terminations.