

COLORADO JUDICIAL DEPARTMENT FINANCIAL SERVICES DIVISION			
LABEL SUMMARY: MASTER AGREEMENT FOR RESTORATIVE JUSTICE SERVICES AND CONSULTING CTR-13679		STATE COURT ADMINISTRATOR'S OFFICE – COURT SERVICES DIVISION	
Document Type ☒ Original Agreement/MA/PA/Task Order/IGA/Other Initial Agreement ☐ Ratification/Renewal/Amendment/Change Order/Other Modification Agreement		RFQ #26006	
AGREEMENT TERM Initial Start Date Effective Date Initial End Date June 30, 2028		AGREEMENT AMOUNT Initial Amount N/A Amended Amount Total Amount N/A	
Requesters: Amanda Myers and Matthew Riede			
Summary (refer to Agreement for specifics): Contractor shall provide the Department and select Judicial Districts Restorative Justice direct services for referred probationers and training and consulting services.			
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below. Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.			
COLORADO JUDICIAL DEPARTMENT by and through THE OFFICE OF THE STATE COURT ADMINISTRATOR Name: Steven Vasconcellos Title: State Court Administrator		CONFLICT TRANSFORMATION WORKS by and through the CITY OF FORT COLLINS Name: Kelly Dimartino Title: City Manager	
SIGNATURE OF AUTHORIZED REPRESENTATIVE _____ DATE _____		SIGNATURE OF AUTHORIZED REPRESENTATIVE _____ DATE _____	

COLORADO JUDICIAL DEPARTMENT
MASTER AGREEMENT FOR RESTORATIVE JUSTICE SERVICES
BY INDEPENDENT CONTRACTOR

1. PARTIES. This Master Agreement for Electronic Monitoring Services (“Agreement”) is entered into by and between the COLORADO JUDICIAL DEPARTMENT (“Department”), by and through the OFFICE OF THE STATE COURT ADMINISTRATOR, located at 1300 Broadway, Suite 1200, Denver, CO 80203, for the use and benefit of the Judicial Districts and Probation Departments within Department (each a “District” and multiple “Districts”) and CONFLICT TRANSFORMATION WORKS by and through the CITY OF FORT COLLINS (“Contractor”) operating as a public entity in the State of Colorado, principally located at 300 Laporte Avenue, Fort Collins, CO 80521. Department and Contractor may individually be referred to as “Party” or collectively as “Parties.” In consideration of their mutual promises and for their mutual benefit, the Parties agree as follows:
2. PURPOSE. The Department has engaged Contractor to provide the Department and various Judicial Districts Restorative Justice direct services to referred probationers and training and consulting services.
3. AUTHORITY. Department issued Request for Qualifications No. 26006 (“RFQ”) in accordance with the Department’s current procurement procedures. The Department has determined in its sole discretion that Contractor is a successful bidder in response to the RFQ and pursuant thereto has awarded Contractor the opportunity to provide the herein described services for a period of five years.
4. EFFECTIVE DATE. This Agreement shall not be valid or enforceable until it is fully executed by both Parties (the “Effective Date”). The Department shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Contractor for any work performed or expense incurred before the Effective Date.
5. TERM OF THE AGREEMENT.
 - A. Initial Term; Work Commencement. The Parties’ respective performances under this Agreement shall commence on the Effective Date and shall terminate on June 30, 2028 (“Initial Term”) unless sooner terminated in accordance with the terms of this Agreement. After the Initial Term, this Agreement shall automatically renew for additional one-year periods (each a “Renewal Term”) unless either Party, in its discretion, notifies the other Party of an intent to terminate, in advance and in writing, 60 days or more before the end of the term then in effect. This Agreement shall not exceed a total of five years from the Effective Date, inclusive of the Initial Term and any Renewal Terms. In the event the Initial Start Date listed on the cover page of this Agreement is before this Agreement’s Effective Date, the Parties hereby ratify the actions of the Parties made in accordance with the terms of this Agreement during the period from the Initial Start Date through the Effective Date.
 - B. End of Term Extension. In the event this Agreement approaches the end of its Term, the Department, at its discretion, upon written notice to Contractor as provided in paragraph 37, may unilaterally extend such Term for a period not to exceed three months (an “End of Term Extension”). The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension.
 - C. Survival of Certain Terms. Any provision of this Agreement that imposes an obligation after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement.
 - D. Modification and Future Solicitations. The duration of the Initial Term of this Agreement is subject to modification by written, mutual agreement by the Parties and in the event of any circumstances

enumerated in paragraph 35. **TERMINATION.** Further, if the Department publishes a future solicitation for substantially similar services as covered by this Agreement, this Agreement may be replaced and superseded by an award and a contract resulting from that solicitation.

6. **SCOPE OF WORK.** Contractor shall perform the services as described in this Agreement and in accordance with the provisions of **Exhibit A** and the terms and conditions of this Agreement. The Department shall have no liability to compensate Contractor in connection with any services performed outside the scope of **Exhibit A**.
7. **SERVICES TO DISTRICTS AND PARTICIPATING ADDENDA.** Contractor shall provide services identified in **Exhibit A** and according to the pricing structure specified in **Exhibit B**. Individual Districts may request Contractor's services through the Department's contract management and ordering platform (e.g., "Forum" or similar). Unless **Exhibit B** specifies a unique pricing structure for an individual District, the pricing in **Exhibit B** applies to Contractor's services for any and all Districts that may request Contractor's services. Contractor acknowledges that all services Contractor provides to Department during the Term of this Agreement are subject to all provisions, terms, and conditions of this Agreement.
 - A. In the event a District requires unique services or pricing, the District and Contractor, subject to their mutual agreement, shall enter into a Participating Addendum in order to identify additional details, terms, and conditions required.
 - B. Contractor shall perform its obligations under this Agreement for any District for which Contractor and the District have mutually executed a Participating Addendum, for which an exemplar is attached as **Exhibit C**. Judicial District Probation Departments may participate in this Agreement, subject to Contractor's ability and agreement to provide services to such District.
8. **DUTIES OF THE OFFICE OF THE STATE COURT ADMINISTRATOR.** The Office of the State Court Administrator shall serve as the administrator of this Agreement on behalf of Department but shall not be responsible for the referral of probationers to Contractor or the payment of Contractor for services performed, as payments will be addressed by applicable Districts, consistent with terms below.
9. **FEE AND PAYMENT.**
 - A. **Fee.** The Department shall compensate Contractor for services performed under this Agreement. The Department shall pay the Contractor in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Department does not pay for services that are not rendered.
 - B. **Not a Wage or Salary.** It is specifically agreed that the fees paid under this Agreement are neither salary nor hourly wage, and any computation of fees based on performance time is for convenience of the Parties in determining value of service and not as salary or hourly wage.
 - C. **Method of Payment.** Contractor shall initiate payment requests by submitting invoices to the District on the schedule set forth in **Exhibit B**.
 - D. **Disputes.** If the Contractor disputes any calculation, determination or amount of any payment, the Contractor shall notify the Department of its dispute within thirty days following the Contractor's receipt of the payment or notification of the determination or calculation of the payment by the Department, as appropriate. The Department will review the information presented by the Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Department's review shall be final. No payment that is subject to a dispute under this subsection shall be due until after the Department has concluded its review.
 - E. **Erroneous Payments.** The Department may recover, at the Department's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor. The Department may recover

such payments by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the Department and Contractor, or by any other appropriate method for collecting debt.

10. STATUS AS INDEPENDENT CONTRACTOR. This Agreement does not constitute a hiring by either Party. It is the Parties' intention that Contractor shall be an independent contractor and not Department's employee for all purposes, including, but not limited to, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, no federal, state or local income tax or payroll tax of any kind, and no retirement contribution shall be withheld or paid by Department on behalf of Contractor or the employees of Contractor, if any.
11. PERFORMANCE SPECIFICATIONS. Department shall not exercise control over Contractor by overseeing the actual work or instructing Contractor as to how the work will be performed; however the Parties agree that Contractor shall perform the services in accordance with recognized industry standards of care, skill and diligence for the type of services to be performed.
12. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS. Contractor shall secure and maintain at all times during the term of this Agreement, at its sole expense, all licenses, permits, and other authorizations required by federal, state, and local laws and regulations to perform its obligations under this Agreement. In the event Contractor's license, permit, or other authorization necessary for the performance of this Agreement is under any suspension, probation, revocation, or termination by the relevant authority, Department may, in its sole discretion, discontinue, suspend, or terminate this Agreement without penalty or cost to Department.
13. TRAINING. Department shall provide no training to Contractor, inasmuch as Contractor already possesses the skills needed to perform the work required under this Agreement.
14. CRIMINAL BACKGROUND CHECK.
 - A. Contractor, at its expense, must complete a criminal history check ("CHC"), which meets or exceeds the Department's CHC standards, on all employees, subcontractor employees, and agents who provide direct services to the Department under this Agreement, prior to any such individual performing services under this Agreement. Department's CHC Policy and Standards may be found here <https://www.coloradojudicial.gov/financial-services/vendor-resources>. Only after an individual successfully passes a criminal history check is he/she/they deemed a "Qualified Individual" and may perform services under this Agreement. Contractor shall designate its employees and agents deemed to be Qualified Individuals in Department's Contract Management System before the individual provides any services under this Agreement. Forum CHC Instructions may be found at <https://www.coloradojudicial.gov/financial-services/forum> under the "Registering and Onboarding in Forum" tab. Department requires no verification or criminal history information on Contractor's other employees, subcontractors, and agents that provide no direct services under this Agreement.
 - B. Contractor may select either of the following to conduct required CHCs: 1) Contractor's own commercially reasonable background check provider that meets Department's qualification standards, or 2) Department's affiliated CHC Provider, which may be found here <http://cojudicialcompliance.com/>.
 - C. Contractor shall use Department's CHC process, if applicable, only to determine whether the individual may perform services under this Agreement. Department's CHC Standards, and this process generally, are not intended to be used for any other purpose, including, but not limited to, Contractor's employee selection, hiring, or retention decisions.

- D. Contractor shall be responsible for querying any individual who is the subject of a CHC on the National Sex Offender Public Website prior to the final determination of suitability. The National Sex Offender Public Website can be found at the following link: <https://www.nsopw.gov/>.
- 1) In accordance with the Department's CHC Standards, if an individual is currently on the sex offender registry, the individual shall be deemed "Not-Suitable" and cannot provide services to the Department under a Judicial Contract.
 - 2) If an individual was found "Not-Suitable" but can provide proof to the Department of deregistration, the determination may be changed to "Suitable" so long as the underlying charge itself is not disqualifying according to the Department CHC Standards.
- E. Any individual that has not passed, cannot pass, or fails a CHC is deemed a "Not-Suitable Individual", who cannot provide services to the Department unless a successful appeal is made. The CHC appeal process is explained in Department's CHC Policy and Standards linked above. Not-Suitable Individuals may not perform any services during pendency of appeal. Contractor shall immediately remove an individual from providing services under this Agreement if he/she/they become "Not-Suitable" due to a conviction during the course of providing services to the Department.
- F. At a minimum of every three years, Contractor shall re-check CHCs on each employee, subcontractor, and agent that provides services to the Department. Contractor is required to maintain a policy that requires any employee or Subcontractor providing services under this Agreement to self-report any criminal conviction, arrest, open or pending criminal case, known want or warrant, deferred judgement, or probation status, to the Contractor during the term of this Agreement.
- G. In addition to the requirements above, Contractor shall immediately report the following to the Department representative:
- 1) An individual to which the CHC requirements apply and previously determined to be "Suitable" has become "Not-suitable" due to a recent conviction;
 - 2) An individual to which the CHC requirements apply has been found to be on probation, whether supervised or unsupervised.
- H. Department reserves the right, but is not required, to conduct a separate CHC on any individuals that perform or will perform services for the Department. The Department may periodically audit Contractor's compliance with this Paragraph 12. Contractor agrees that it will participate in the audit process, which may include but not be limited to, the execution of consent authorization forms to run additional background checks. A material failure by Contractor to conduct CHCs as specified here or Contractor's utilization of a known Not-Suitable Individual for services under this Agreement may result in termination of this Agreement, at Department's sole discretion.
15. **PERA STATUS.** At all times during the term of this Agreement, Contractor shall have a duty to notify the Department of the existence of any person, including Contractor himself/herself if doing business as an individual or sole proprietor, who is providing services to the Department under this Agreement who is a service retiree from the Public Employee Retirement Association (PERA) of Colorado, and who is also an owner or operator, or is related to an owner or operator, of the Contractor business entity. If the retiree has in the past worked as a government employee in a position covered by PERA but will not be receiving retirement benefits from PERA during the term of this Agreement, Contractor shall also notify the Department in the event the retiree's status changes to that of PERA benefit recipient during the term of this Agreement. If the retiree is currently receiving retirement benefits from PERA, Contractor understands and agrees, and shall also notify said retiree, that in the event the retiree

experiences any reduction or loss of PERA retirement benefits due to work under this Agreement, the Department shall not be liable for reimbursement of any such reduction or loss.

16. INCOME TAXES. Contractor understands and agrees that Contractor is responsible to pay, according to law, Contractor's federal, state and local income taxes. If Contractor is not a corporation, Contractor further understands and agrees to pay any self-employment (social security) tax that may be required by law.
17. UNEMPLOYMENT COMPENSATION. Contractor shall not be entitled to unemployment insurance benefits for work performed under this Agreement, unless unemployment compensation coverage is provided by Contractor or by some entity other than Department.
18. WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Department concerning Contractor or the employees of Contractor, if any. Contractor shall comply with workers' compensation law concerning Contractor and the employees of Contractor, if any.
19. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independent business, Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of the Department.
20. VENDOR OFFSET. Pursuant to Section 24-30-202.4, as amended, C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, as amended, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) any other unpaid debts owing to the State of any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the Controller.
21. INSURANCE REQUIREMENTS. The Parties acknowledge and agree that each is a "public entity" within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended (the "CGIA"), and that Contractor shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under this Agreement to the extent permitted by the CGIA. Contractor shall show proof of such insurance satisfactory to the Department, if requested by the Department.
22. CONFIDENTIALITY. In the event that Contractor obtains access to any records or files of the Department in connection with this Agreement, or in connection with the performance of its obligations under this Agreement, Contractor shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the Department. Contractor shall notify its employees and agents, if any, that they are subject to the confidentiality requirements as set forth above, and shall provide each employee or agent with a written explanation of the confidentiality requirements before the employee or agent is permitted access to confidential data.
 - A. Confidentiality Laws. The Parties to this Agreement shall be bound by all relevant state and federal laws as such laws relate to receiving, storing or exchange of client or victim information. Contractor shall be familiar with and adhere to all federal confidentiality laws applying to personal health information and substance abuse treatment information. These laws include, but are not limited to, federal regulations pertaining to Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and 45 C.F.R. Parts 160 and 164, the federal "Health Insurance Portability and Accountability Act" (HIPAA).
 - B. Maintenance of Confidentiality. Contractor shall maintain the confidentiality of all probation and victim records, which are deemed by law or court order to be prohibited from public access. Copies

of such records may be identified as “Confidential,” prior to being turned over to Contractor at the time of referral of a probationer to the Contractor.

- C. Safeguarding PII. If Contractor will or may receive personal identifiable information (“PII”) under this Agreement, Contractor shall provide for the security of such PII, in a manner and form acceptable to the Department, including, without limitation, Department non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. In the event Contractor maintains, stores or processes PII on behalf of the Department, Contractor shall be a “Third-Party Service Provider” as defined in Section 24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with Section 24-73-101 *et seq.*, C.R.S. In addition, as set forth in Section 24-74-102, *et seq.*, C.R.S., Contractor, including, but not limited to, Contractor’s employees, agents, and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with federal immigration enforcement.
23. PUBLICITY RELEASES. Contractor agrees not to refer to this Agreement or the services provided pursuant to this Agreement in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the Department.
24. COMPLIANCE WITH LAW. The Parties shall comply with the letter and spirit of all applicable federal, state and local laws and regulations related to performance under this Agreement, including but not limited to the Colorado Antidiscrimination Act of 1957, as amended, (Section 24-34-401 *et seq.*, C.R.S.) and other applicable law respecting discrimination and unfair employment practices. Contractor shall adhere to the Department’s Chief Justice Directive 08-06, Anti-Harassment and Anti-Discrimination Policy, which can be accessed at: <https://www.coloradojudicial.gov/supreme-court/chief-justice-directives?topic=78&wrapped=true>
25. CHOICE OF LAW; VENUE. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Colorado, and any claim arising out of or relating to this Agreement or breach thereof shall be brought exclusively in the state courts of Colorado.
26. LIABILITY. Each Party to this Agreement shall be responsible for its own acts and omissions and those of its employees and agents, and for any suits, demands, costs, or actions at law resulting from its own acts or omissions under this Agreement. Liability for claims for injuries to persons or property arising from the negligence of a public entity within the State of Colorado, its departments, and its employees shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections contained in these statutes.
27. LITIGATION REPORTING. If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Agreement or may affect Contractor’s ability to perform its obligations under this Agreement, Contractor shall, within ten days after being served, notify the Department of such action and deliver copies of such pleading or document to the Department’s principal representative.
28. TAX EXEMPTION. The Department is exempt from the payment of federal, state, and/or local government tax assessments. Contractor shall collect no tax from the Department, and the Department shall have no liability to Contractor for such taxes regardless of whether any political subdivision of the state imposes such taxes on the Contractor.
29. SEVERABILITY. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

30. NON-WAIVER. The failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
31. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement, including all exhibits and attachments, is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed by both Parties to this Agreement.
32. ORDER OF PRECEDENCE. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:
- A. The provisions of the main body of this Agreement.
 - B. Participating Addendum, applicable to the Participating District and Contractor
 - C. Exhibit A, Scope of Work.
 - D. Exhibit B, Pricing, Compensation, and Payment Schedule.
33. ASSIGNMENT; SUBCONTRACTING. Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the Department. Any attempt at transfer, assignment, or subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by the Department are subject to all of the provisions of this Agreement. Contractor shall be solely responsible for all acts, omissions, and performance of Contractor's employees, agents, and subcontractors.
34. THIRD PARTY BENEFICIARIES. Except for the Parties' respective successors and assigns described in Paragraph 33, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only and shall have no right to enforce any obligation under this Agreement.
35. TERMINATION
- A. For Convenience. During the period of one year from the Effective Date, either Party may terminate this Agreement, with or without cause, without liability effective upon providing a written notice to terminate in accordance with paragraph 36 of this Agreement.
 - B. Default. Either Party may terminate this Agreement upon default by the other Party, effective upon receipt of notice or at such other time as may be stated in the notice. "Default" is defined as the failure of a Party to fulfill any of its duties and obligations under this Agreement, resulting in a material breach. The non-defaulting Party may in its discretion permit the other Party a period of up to two weeks to cure the default. Notice of termination shall be provided to the defaulting Party by first class mail, postage prepaid to the appropriate address provided herein.
 - C. Loss of Funds. Payment to Contractor beyond the current Department Fiscal Year is contingent on the appropriation and continuing availability of funding in any subsequent year. In the event that funding for any activity established by this Agreement is discontinued or decreased by the State of Colorado, or any federal funding source, whether in the current or any subsequent fiscal year, the Department may terminate this Agreement or reduce its scope effective immediately upon receipt of notice without penalty.
 - D. Public Interest. The Department is entering into this Agreement for the purpose of carrying out the public policy of the Colorado Judicial Branch. If this Agreement ceases to further such public policy, the Department may terminate this Agreement, in whole or in part, for convenience of the

Department, when the interests of the Department so require. The Department shall give at least thirty (30) days written notice of such termination, specifying the part of the Agreement terminated and when the termination becomes effective.

- E. Force Majeure. If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such Party to perform its obligations under this Agreement, such Party may terminate this Agreement upon written notice to the other Party without liability.
- F. Final Payment. In the event of termination for any reason, Contractor shall be compensated for the value of services actually performed prior to the effective date of the termination.

36. PARTY REPRESENTATIVES; NOTICES. The following persons are hereby designated by their respective employers as their representatives for the management of this Agreement:

FOR THE DEPARTMENT

Name: Matthew Riede

Email: matthew.riede@judicial.state.co.us

FOR CONTRACTOR

Name: Dana Stewart

Email: dstewart@fcgov.com

Name: Jess Goldberg

Email: jgoldberg@fcgov.com

Name: RJ Team

Email: restorativejusticeQ@fcgov.com

Either Party may designate a substitute representative by notice to the other Party. Notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand with receipt required, by certified or registered mail to such Party's representative at the address set forth above or as an email with read receipt requested to the representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable and the Party is not provided with an alternate email contact, then the Party delivering the notice shall deliver it by hand with receipt required or by certified or registered mail to such Party's representative at the address set forth below. Unless otherwise provided in this Contract, notices shall be effective upon receipt of the written notice.

- 37. TRANSITION OF SERVICES. Upon request by Department prior to expiration or earlier termination of this Agreement or any services or products provided in this Agreement, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the services and/or products from Contractor to Department or any replacement provider designated solely by Department without any interruption of or adverse impact on the services and/or products. Contractor shall cooperate fully with Department or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the services and/or products designated by Department. Contractor shall perform all such transition services at no additional cost beyond the compensation for the services and/or products already specified in this Agreement.
- 38. COUNTERPARTS; ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties. The Parties consent to the use of electronic signatures by either Party. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an

electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

39. SIGNATURE AUTHORITY. By signing this Agreement, the person signing on behalf of Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Department is relying on their representations to that effect.

Exhibit A. Scope of Work

A-1. Purpose: Under this Agreement, Contractor shall provide Restorative Justice (also, “RJ”) direct services, training, and consulting services to select pilot Judicial Districts (each a “District” or “Pilot Site”). The Department or one or more Districts may refer a probationer (interchangeably “probationer” or “case”), for which Contractor shall provide high-quality restorative justice facilitation services. The Contractor shall provide RJ services consistent with core restorative justice principles, including voluntary participation of all parties, neutrality of the facilitator, and a victim-centered approach. Participation shall not be compelled, and the probationer and any participants may withdraw at any time. The Contractor shall maintain appropriate confidentiality of information shared during the process, consistent with applicable law.

- A. Contractor’s services under this Agreement shall be in general conformance with the Colorado Restorative Justice Practitioner Guidelines which are incorporated herein by reference, and may be found at: <https://rjcolorado.org/download/30774/?tmstv=1732052303>. Alternatively, a copy may be obtained through the Department Representative. In the event of any conflict between the obligations under this Agreement and the information on the aforementioned website, this Agreement controls.
- B. Referrals from the Department or District may consist of probationers that have been convicted of a Felony Class 3, 4, 5 or Felony Class 6 property offense and/or a Misdemeanor Class 1, 2 or 3. However, Local Probation Departments retain discretion to determine which charge levels and cases are appropriate for RJ referral to Contractor, consistent with local practices and RJ values.
- C. Contractor shall support Pilot Site implementation across varying levels of development (e.g., new, emerging, or advanced) through flexible service delivery aligned with District needs and this Agreement and **Exhibit A**. The pilot Districts consist of:
 - 1. Advanced Pilot Site: 20th Judicial District-Boulder County.
 - 2. Emerging Pilot Sites: 6th Judicial District-Archuleta, La Plata, and San Juan Counties; 8th Judicial District-Jackson and Larimer Counties.
 - 3. New Pilot Sites: 1st Judicial District-Gilpin and Jefferson Counties; 14th Judicial District-Grand, Moffat, and Routt Counties.
 - 4. **Contractor is willing to provide services in the 8th Judicial District-Jackson and Larimer Counties, only.**
- D. When requested by Pilot Sites, Contractor shall provide a detailed description of Contractor’s experiences, knowledge, resources, and best practices related to RJ services. Contractor shall provide such information in a format, level of detail, and at a deadline mutually agreed to in advance by the Pilot Site and Contractor.
- E. Contractor shall be available to receive referrals from participating Districts and provide restorative justice services, training, and technical assistance as requested by and coordinated with the referring District in accordance with this Agreement and **Exhibit A**. Contractor’s service delivery under this Agreement is referral-based and contingent upon District utilization. The Department and participating Districts make no guarantee regarding the number of referrals, cases, or services to be provided. The Contractor may provide services including, but not limited to, restorative justice facilitation, pre-process preparation, participant support, training, and consultation, based on the needs of the referring District and as mutually agreed upon by the Parties.
- F. Contractor shall encourage referred probationers and harmed parties to participate in evaluation efforts, including completion of surveys administered by the Department, to support understanding of participant experiences and program impact.
- G. Department’s Statewide Restorative Justice Coordinator serves as the primary point of contact for this Agreement, is Department’s Representative per Paragraph 36., and is responsible for oversight of contract

implementation and alignment with the scope of work. This may include coordination related to data collection and reporting, general technical assistance, and guidance on administrative processes such as invoicing and budget-related questions. As part of this role, the Statewide Restorative Justice Coordinator may monitor program implementation, identify trends or concerns, and communicate directly with Contractor to provide guidance, request clarification, or address issues related to contract performance or alignment with restorative justice practices. Contractor shall coordinate directly with the referring District or designated District point of contact for all case-specific matters, including referrals, participant engagement, scheduling, and service delivery. The Statewide Restorative Justice Coordinator does not direct case-specific decisions or facilitation but may address concerns related to contract compliance and scope of work.

A-2. Scope of Contractor's Responsibilities, Contractor-Provided Services, and Contractor-Provided Deliverables:

- A. Contractor shall receive cases referred from one or more participating Districts and provide high-quality restorative justice facilitation services. Contractor shall coordinate all requisite case communication, scheduling, and planning through the referring District or designated point of contact.
- B. The referring District shall determine eligibility of each probationer prior to referral to restorative justice services. Contractor shall assess probationer suitability and readiness for engagement in the restorative justice process using professional judgment and established practices.
- C. Following receipt of a referred probationer, Contractor shall assess the probationer's readiness, including willingness to engage, ability to participate meaningfully in dialogue, and overall appropriateness for a restorative justice process.
- D. If Contractor determines that a RJ process for a referred probationer is not appropriate, safe, or consistent with restorative justice principles, Contractor may decline to proceed with or may discontinue a restorative justice process by immediately notifying the referring District in writing.
- E. For each referred probationer deemed suitable to engage in the RJ process, Contractor shall perform and coordinate the following:
 1. Coordinate with Department-personnel Victim Service Officer (VSO) or "RJ Lead" related to each probationer/case. VSO/RJ Lead may elect to participate in RJ facilitated sessions.
 2. Conduct pre-process preparation to include individual meetings with the probationer and prospective RJ process participants, explanation of the restorative justice process, assessment of readiness and safety considerations, and coordination of participants prior to any facilitated session.
 3. Prepare RJ session scheduling, identification of RJ participants based on information received from the referring District, and contact prospective RJ participants. Contractor shall submit to the referring District a list of anticipated costs and fees, facilitators, personnel, and participants in advance and in writing of any RJ Session. Contractor shall modify anticipated RJ Session costs and details in accordance with the referring District's response.
 4. As part of each RJ session, Contractor shall develop an individualized RJ Agreement for the referred probationer based on the outcome of an RJ session, incorporating input from RJ session participants that Contractor determines is helpful. Upon a District or Department's request, Contractor shall promptly provide a copy of Contractor's general RJ agreement form and any copy of an individual RJ agreement for any particular probationer. An RJ Agreement shall consist of a written agreement developed through the restorative justice process in which participants collectively identify actions the referred probationer will take to repair harm resulting from the offense. The RJ Agreement may address harm to the victim, the community, family members, and other impacted persons, as appropriate. RJ

Agreement terms must be reasonably related to the offense and resulting harm, tailored to the circumstances of the case, achievable for the probation client to complete and time-bound.

- a) Contractor shall monitor the referred probationer's completion of the terms of the RJ Agreement. If the probationer substantially and materially fails to complete requirements of the RJ Agreement, Contractor shall promptly notify the referring District in writing, including a detailed explanation of the probationer's non-compliance, RJ Agreement objectives completed (if any), and Contractor's efforts to contact and work with the probationer.
 - b) Contractor is not responsible for enforcing probationer's compliance with the RJ Agreement terms.
5. Contractor shall secure appropriate space to conduct RJ sessions at no additional cost the Department or Districts, unless otherwise coordinated by mutual agreement the referring District in advance and in writing.
- F. Upon the District's request, Contractor shall provide status updates to the referring District, including completion, disengagement, or inability to complete the agreement. Contractor may provide confirmation of participation, completion status, or general updates to the referring District, consistent with confidentiality requirements and applicable law
- G. If a participant disengages or indicates they are unable to complete the agreement, the Contractor shall notify the referring District in a timely manner.
- H. Monthly Status Updates. Contractor shall submit to the Department Representative and to each referring District a written status update of services completed in the prior month (not necessary if no referrals/RJ sessions completed in the prior month), which includes, but is not limited to the following details:
1. Regarding Contractor's Overall RJ Service program:
 - a) Number of referrals Contractor received;
 - b) Status of each referral (e.g., assessment, pre-process, completion); and
 - c) Number of meetings or sessions held.
 2. Regarding individual referred probationers:
 - a) Whether the referred probationer completed a suitability assessment
 - b) The recommended level/type of RJ process;
 - c) Next steps identified;
 - d) Intake attendance and discharge information;
 - e) Agreement monitoring and completion status; and
 - f) Any notable patterns, challenges, or recommendations.

A-3 Attendance and Participation at Community of Practice meetings, facilitated by the Department's Statewide Restorative Justice Coordinator.

- A. Oversight and Facilitation. The Community of Practice (CoP) will be facilitated by the Department's Statewide Restorative Justice Coordinator at the State Court Administrator's Office.
- B. Format and Frequency. The CoP will meet no more than six times per year, most likely quarterly. Meetings may be held virtually, in-person, or hybrid, depending on logistics and needs.
- C. Expectations for Participation. Contractor shall attend CoP meetings at the Department's request and

upon coordination, scheduling, and mutual agreement by the Parties. Contractor is expected to engage actively with CoP facilitator and other attendees, which may include presenting lessons learned, facilitating discussions, or contributing written materials/resources. The CoP is designed as a shared learning space to build statewide capacity and consistency in RJ practices.

A-4 RJ Training and Consultation. Contractor shall provide Districts with ongoing training needs for staff, including but not limited to advanced RJ training courses on specialty areas of harm. These sites may also need support on reviewing internal guiding documents to support ongoing implementation of RJ. Contractor's training consultation services shall conform to the following expectations:

- A. **Content Approval.** Training content, format, frequency, and total cost will be determined in partnership between Contractor and Pilot Sites and subject to approval by Department's Statewide Restorative Justice Coordinator. To the extent practicable, Contractor shall standardize materials for consistency or customize materials to meet Pilot Site needs. Each Pilot Site retains the discretion to limit Contractor's compensation for training and consulting services at the planning and content approval stage.
- B. **Delivery and Audience.** Pilot Sites or the Department's Statewide Restorative Justice Coordinator may require trainings 1) to be district-specific or cross-district and 2) be offered in-person, virtually, or hybrid. Audiences include probation staff, RJ facilitators, and community partners.
- C. **Frequency and Scope.** Trainings are expected to vary by site readiness and need. New and emerging districts may receive more frequent foundational training (e.g., RJ 101/Foundational Issues, facilitator training, referral practices), while advanced districts may focus on specialized or advanced topics. Annual facilitator training and ongoing coaching/mentoring are anticipated.
- D. **Contractor's compensation for Training and Consultation services shall be at the hourly rates identified in **Exhibit B**.**
- E. **RJ Trainings Technical Assistance.** Following is a partial list of examples of anticipated training topics for Contractor to provide the various Pilot Sites, based on needs of ordering District and capabilities and resources of Contractor:
 1. High impact dialogue, which may be needed in underlying cases involving death of an individual.
 2. Domestic/Intimate Partner violence and sexual offenses
 3. Advanced training on a topic to be determined by the Pilot Site.
 4. Support on updating internal guiding documents to support expansion of ongoing implementation of RJ.
 5. Practical, skills-based training that may cover topics such as "RJ 101" (foundational basics of RJ sessions), facilitator training, and RJ program implementation.
 6. Support on updating and drafting new internal guiding documents to support implementation of RJ.
 7. Practical, skills-based training that may cover topics like RJ 101, facilitator training and RJ program implementation
 8. Provide support on drafting new internal guiding documents to support implementation of RJ.

A-5. Additional Services: Contractor shall not be compensated for any additional goods or services performed unless agreed to by the Parties in writing prior to Contractor providing additional services as specified in this Paragraph A-5. Any agreed upon additional goods and/or services must be consistent with the purpose of this Agreement and overall scope of services and objectives identified in **Exhibit A**.

- A. The Party Representatives may mutually agree to make clarifications and minor modifications to the Scope of Work, including but not limited to refinements to add detailed specifications to goods or

services already set forth in the above Scope of Work, and alterations to interim scheduling. Such mutual agreement must be in writing such as email.

- B. Any significant modification or addition to the Agreement, including but not limited to any increase to Contractor's compensation, extending final project deliverable deadlines, adding new services to the Scope of Work, or modification to terms and conditions in the main body of the Agreement, requires a formal, written Amendment to this Agreement, signed by each Party's respective signing authority.

A-6. Non-financial Obligations of the Judicial Department. The Department or a referring District (collectively referred to as "Department") shall provide or perform the following:

- A. Department shall provide the Contractor with relevant and necessary information to support restorative justice services, which may include participant contact information, basic case information, and referral details related to the current case. Information shared shall be limited to what is reasonably necessary to facilitate the restorative justice process and shall not include sealed, expunged, or otherwise protected records.
- B. Department shall obtain from probationers a signed Release of Information ("ROI") Form prior to referral to Contractor, and written authorization from victims in order to provide Contractor with the victim's contact information. Department will provide a list to Contractor of all "primary parties" (probationer and victim) that have provided a signed ROI and authorization to be contacted as Department may require. Additional information beyond the current case may be shared only when authorized through a valid Release of Information and when such information is reasonably necessary to support safe and effective participation in the restorative justice process.
- C. Department shall provide victim contact information only after obtaining appropriate consent and authorization. Department may elect to provide Contractor with mental health or other sensitive personal information related to any participant, including the probationer, only when necessary to support safe and effective participation in the restorative justice process and when authorized through a valid Release of Information or otherwise permitted by law.
- D. Department shall ensure that any information shared by Department under this section complies with applicable legal and confidentiality requirements.
- E. Each referring District shall provide Contractor for each referred probationer the following information, if relevant
 - 1. Probationer name and contact information;
 - 2. Probationer's Arrest record;
 - 3. Select court information from the probationer's underlying case to the extent helpful for RJ sessions;
 - 4. Select information on a referred probationer's mental health circumstances (if allowable);
 - 5. Victim identification and contact information – following Department's ability to obtain victim informed consent to participate in an RJ process.
- F. The Districts shall promptly respond, as appropriate, to Contractor's requests for information, documentation, and questions relevant to the Services and objectives of this Agreement.

Exhibit B. Pricing, Compensation, and Payment Schedule

B-1. Pricing and Compensation for Services:

A. For Specified Services. Contractor shall be compensated at the rate(s) listed below, and subject to the Department-approved budgets and time expenditures addressed in **Exhibit A**, Paragraph A-2.E. and A-4, for the performance of specified services identified in **Exhibit A**. All costs associated with Contractor's performance and delivery of services, including travel and all administrative costs, are included within Contractor's rates identified in the table below. The Contractor shall be paid upon completion, to the Department's satisfaction, of specified services set forth in **Exhibit A** of the Agreement, and in accordance with Paragraph 9. FEE AND PAYMENT. For the purposes of the below table, "Year 1" begins on the Effective Date of this Agreement and ends one year later.

Facilitation Services	Year 1	Year 2	Year 3
Low-Complexity Facilitation: Single- party, limited scope, or structured agenda setting.	\$150.00 per hour	\$157.50 per hour	\$165.38 per hour
Moderate-Complexity Facilitation: Multi-party, emotionally charged, or multiple issue facilitation.	\$150.00 per hour	\$157.50 per hour	\$165.38 per hour
High-Complexity Facilitation: Court- involved cases, community-wide engagement, or extended conflict.	\$300.00 per hour	\$315.00 per hour	\$330.75 per hour
Restorative Justice (RJ) Practitioner Services	Year 1	Year 2	Year 3
RJ Case Preparation: Intake, rapport-building, and restorative assessment with all parties.	\$300.00 per hour	\$315.00 per hour	\$330.75 per hour
Restorative Conference/Facilitation: Conference or circle process facilitation, including community participation.	\$300.00 per hour	\$315.00 per hour	\$330.75 per hour
Co-Facilitation: Optional/additional facilitator to support process.	N/A	N/A	N/A
<i>Circle Keeper:</i> Specialized RJ <i>circle leadership</i> (may be trained peer/community leader).	\$100.00 per case	\$105.00 per case	\$110.25 per case
Community Member Stipend: Support person or community voice stipend for RJ session participation.	\$75.00 per case	\$78.75 per case	\$82.69 per case
Cultural Consultant / Elder Honorarium: For culturally grounded practices or traditional circle support.	\$100.00 per case	\$105.00 per case	\$110.25 per case

- B. For Additional Services.** Contractor's compensation for Additional Services shall be as mutually agreed to by the Parties prior to Contractor providing Additional Services, in accordance with **Exhibit A**, Paragraph A-5.

B-2. Invoicing Instructions:

- A.** Contractor shall initiate payment requests by submitting an invoice at the end of each month to the Party Representative as stated in Paragraph 36. PARTY REPRESENTATIVE:NOTICES.
- B.** Contractor's invoices must include: the dates of services performed, sufficient detail including a description of the tasks performed and completed, the amount of time associated with each task performed, and the total amount due for all activities in conformance with **Exhibit A**. Scope of Work.
- C.** Contractor shall not invoice for any mileage or travel.
- D.** No additional charges may be incurred for language interpretation fees.
- E.** No additional charges for facility space rental or usage without advance acceptance in writing by Department Representative.
- F.** Notwithstanding anything in this Agreement to the contrary, invoices for services performed in the month of June must be delivered to the District by the third day of July.

Exhibit C: Participating Addendum Exemplar

PARTICIPATING ADDENDUM TO MASTER AGREEMENT FOR SERVICES

1. PARTIES. This Participating Addendum to Master Agreement for Services (“Addendum”) is entered into by and between the COLORADO JUDICIAL DEPARTMENT (“Department”), by and through the [DISTRICT #] JUDICIAL DISTRICT (“District”) whose principal location is [Address], and CONFLICT TRANSFORMATION WORKS by and through the CITY OF FORT COLLINS (“Contractor”) operating as a public entity in the State of Colorado, principally located at 300 Laporte Avenue, Fort Collins, CO 80521. District and Contractor may be collectively referred to as “Parties.” In consideration of their mutual promises and for their mutual benefit, the Parties agree as follows:
2. RECITALS AND PURPOSE. Department and Contractor entered into a Master Agreement for Services (“Master Agreement”), resulting from Solicitation RFQ # 26006 for Restorative Justice Services referenced in the Colorado Judicial System as Contract CTR13682. District agrees to participate in the Master Agreement with Contractor as follows.
2. EFFECTIVE DATE AND TERM. This Addendum shall be effective upon being fully executed by the Parties, and end upon termination of the Master Agreement, except that either Party may terminate this Addendum with at least 30 days written notice to the other Party.
3. ADDENDUM. The Parties hereby adopt the terms and conditions of the Master Agreement, as may be amended, entered into between Contractor and Department for term of the Master Agreement and all subsequent renewal periods. This Addendum is entered into pursuant to Paragraph 7 of the Master Agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum on the dates written below.

**COLORADO JUDICIAL DEPARTMENT by and
through the [DISTRICT#] JUDICIAL DISTRICT**

CITY OF FORT COLLINS

Signature Authorized Representative

Signature Authorized Representative

Print Authorized Representative

Print Authorized Representative

Title

Title

Date

Date