



**District Attorney
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One

PETE VANDER POEL
District Two

PHILLIP A. COX
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: June 29, 2010

Public Hearing Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Resolution, Ordinance or Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			

CONTACT PERSON: Don H. Gallian PHONE: (559) 733-6411

SUBJECT: Amendment to Agreement with the Victim Compensation and Government Claims Board for the District Attorney's Office Restitution and Recovery Program.

REQUEST(S):

That the Board of Supervisors:

1. Approve the Amendment to the Agreement with the State of California, Victim Compensation and Government Claims Board for the District Attorney's Office Restitution and Recovery Program to include the amount of \$85,000 for the period of July 1, 2010 through June 30, 2011.
2. Authorize the Chairman to sign 5 copies of the Amendment to the Agreement between the County of Tulare and the State of California, Victim Compensation and Government Claims Board.

SUMMARY:

This amendment is a continuation of an Agreement previously approved (#24077) which funds the restitution efforts of the District Attorney's Office through a collaborative effort within the criminal justice system. As stated in the original Agreement, referred to as the "Criminal Restitution Compact", this includes ensuring that restitution efforts are appropriately established involving victims who have filed a claim with the Victim Compensation and Government Claims Board (VCGCB).

SUBJECT: Amendment to Agreement with the Victim Compensation and Government Claims Board for the District Attorney's Office Restitution and Recovery Program.

DATE: June 29, 2010

This Agreement funds the Criminal Restitution Specialist within the District Attorney's Office. The scope of work described in the Agreement includes the following:

- The Criminal Restitution Specialist will act as a resource in the area of restitution case law and statutory guidelines to the prosecution staff, as well as to the criminal justice community within the County.
- The Restitution Specialist shall assist the prosecuting attorney to ensure imposition of: restitution orders in all appropriate cases involving a victim who has filed a claim with the VCGCB; restitution fines on all convicted offenders; parole revocation restitution fines in all cases in which the offender receives parole; and diversion restitution fines in all cases in which the offender's sentence may include a period of probation.
- The Specialist shall attend meetings between VCGCB and the County collection entities to discuss ways of increasing collections of restitution orders and fines.
- When the Specialist receives notice that a victim has filed a claim for Victim Compensation Program (VCP) assistance prior to the offender being sentenced, the Specialist shall determine the amount of assistance granted by the VCP and provide this information to the prosecuting attorney.
- The prosecuting attorney shall submit the information to the court and request that the court impose a restitution order, or other fines, as appropriate.
- The Specialist shall provide VCGCB with information concerning the final disposition of cases associated with claims filed with the VCP.

The Amendment will extend the Agreement from June 1, 2009 through June 30, 2011, for a total of \$170,000: \$85,000 for FY 2009-10 and \$85,000 for 2010-11. The original Agreement for FY 2009-10 was approved by the Board on June 16, 2009 (resolution 2009-0442). This is a standard Agreement that deviates from the County's standard contract terms. It was approved as to form by County Counsel.

FISCAL IMPACT/FINANCING:

The Amendment will extend the Agreement through June 30, 2011, and will include the amount of \$85,000 for the period of July 1, 2010 through June 30, 2011. This funding has been included in the fiscal year 2010/2011 budget for the Office of the District Attorney. There will be no net County cost.

SUBJECT: Amendment to Agreement with the Victim Compensation and Government Claims Board for the District Attorney's Office Restitution and Recovery Program.

DATE:

June 29, 2010

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year Strategic Business Plan and Management System include Safety and Security initiatives to provide for the safety and security of the public. This Agreement helps fulfill this initiative by promoting personal accountability for public safety, and ensuring that victims of crime are reimbursed for expenses incurred as a result of crime.

ALTERNATIVES:

N/A

INVOLVEMENT OF OTHER DEPARTMENTS OR AGENCIES:

County Counsel approved Agreement as to form.

ADMINISTRATIVE SIGN-OFF:

A handwritten signature in black ink, appearing to read "Don H. Gallian", is written over a horizontal line.

Don H. Gallian
Assistant District Attorney

Cc: Auditor/Controller
County Counsel
County Administrative Office (2)

Attachments:

Attachment 1: Agreement
Attachment 2: Agreement Amendment

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF
CALIFORNIA**

**IN THE MATTER OF AMENDMENT TO
AGREEMENT WITH THE VICTIM)
COMPENSATION AND GOVERNMENT)
CLAIMS BOARD FOR THE DISTRICT)
ATTORNEY'S OFFICE RESTITUTION)
AND RECOVERY PROGRAM)**

RESOLUTION NO. _____

AGREEMENT NO: _____

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED
BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

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2. Authorized the Chairman to sign 5 copies of the Amendment to the Agreement between the County of Tulare and the State of California, Victim Compensation and Government Claims Board

BUDGET WORKSHEET

FY 2010/11
(Standard Agreement)

Exhibit B-1
County of Tulare
Agreement Number VCGC9088

County and Agency: TULARE COUNTY DISTRICT ATTORNEY

Personnel Expenses	2010-2011 BUDGET	Salary / Hourly Rate Range	Timebase
SALARIES AND WAGES			
Name: Paralegal II	\$43,831	\$21.07 per hour x 2,080 hours (100%)	7/1/09-6/30/10
Name: LOA III	\$13,374	\$33,531: \$16.07 per hr x 832 hrs (40%)	7/1/09-6/30/10
Name:			
Name:			
Name:			
FRINGE BENEFITS		PERCENTAGE OF SALARY / DESCRIPTION	
Name: RETIREMENT	\$4,939.00	Retirement contribution: approx. 8.6%	
Name: SOCIAL SECURITY	\$3,404.00	Social Security	
Name: WORKER'S COMP	\$1,483.00	\$741.50 per person annually	
Name: CAFETERIA PLAN	\$7,625.00	Includes medical, dental, vision, and life insurance: approx. 13.3%	
Name:			
TOTAL PERSONNEL EXPENSES	\$74,656.00		
Operating and Overhead Expenses		DESCRIPTION OF EXPENSES	
Rent			
Utilities			
Postage			
Data Processing (SPECIFY)			
*Office Supplies	\$500.00	binders, pens, folders, paper, etc.	
Telephone	\$500.00	Cell phone: \$41.67 x 12 months = \$500	
Training	\$1,704.00	6 nights x \$90 = \$540 + per diem 6 days x \$52 = \$312 x 2 staff	
Travel (Reimbursed @ current DPA rates)	\$1,650.00	.55 per mile x 3,000 miles = \$1,455	
**Equipment			
Mileage			
Indirect Costs (≤ 10% salary/fringe)			
***Other (SPECIFY)			
Postage	\$430.00	1,000 x \$.43	
Data Processing	\$178.00	ADP payroll processing: 26 pay periods	
Duplicating (training manual updates)	\$1,000.00	20,000 pages x .05 each = \$1,000	
Overhead	\$4,382.00	10%	
TOTAL OPERATING EXPENSES	\$10,344.00		
TOTAL BUDGET	\$85,000.00		

* A request for Office Supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.

**Although equipment is included in the budget, ALL equipment for which the county requests reimbursement from the Board must be requested in writing by the county and approved in writing by the Board prior to purchase. All requests must be submitted on the *Equipment Authorization/Justification* form. Note: The Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

*, **, and *** In detail, please specify what expenses are included for each of these line items.

Invoice for Criminal Restitution Compact (CRC)

_____ County

Fiscal Year 2002/03

Date of Invoice: _____

BOC- _____

COUNTY						
Personal Services	Budget	7/1/02-9/30/02 Expenses	10/1/02-12/31/02 Expenses	1/1/03-3/31/03 Expenses	4/1/03-6/30/03 Expenses	Budget Balance
SALARIES AND WAGES						
Name:						
Name:						
Name:						
Name:						
FRINGE BENEFITS						
Name:						
Name:						
Name:						
Name:						
OTHER						
<i>Total Personal Services</i>						
Operating and Overhead Expenses						
Rent						
Telephone						
Training						
Travel						
Postage						
Office Supplies						
Equipment						
Miscellaneous						
TOTAL OPERATING EXPENSES						
QUARTERLY TOTAL						

Service Period: _____

Contract Number: _____

TOTAL BILLING: _____

Please Remit Total Claim to:

VCGCB County Inventory Form

In accordance with Exhibit D of the Victim Compensation and Government Claims Board (VCGCB) contract with the County, the VCGCB Inventory Form must be completed and returned to the VCGCB no later than June 30th of each year.

Please complete all requested information. The only assets to be inventoried on this form are those purchased by the VCGCB or with funds from the VCGCB. For a list of assets that must be inventoried, please see details at the bottom of this form. For any questions on this form, please contact your VCGCB County Analyst.

Return the completed form to VCGCB at: BSupport@vcgcb.ca.gov.

County Name	VCGCB Contract Number	Date	Address	Contact Information
Tulare	VCGC9088	05/27/10	221 Mooney Blvd. Rm 224 Visalia, CA 93291	<div>Name: Patricia Woody</div> <div>Phone Number: (559) 733-6411</div> <div>Email Address: pwoody@co.tulare.ca.us</div>

Asset Inventory

*Asset Type	Location	Serial / Model Number	Manufacturer	Asset Tag #	Comments
Lenovo Thinkpad	Pre-Trial Facility	L37E1ON	Lenovo	N/A	Purchase Jan 2007 \$2,413.53
Mini Docking Station	Pre Trial Facility	25041OU	Lenovo	N/A	Purchase Jan 2007 \$197.76

*The following assets must be inventoried: IT Assets (computer, monitor, fax machine, desktop or network printer, scanner, laptop) Non-IT Assets (copier, shredder, recorder, TV, any type of furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.)

For additional assets, please include on a separate document using the same format as this form.