



County of Santa Cruz

DISTRICT ATTORNEY'S OFFICE

701 OCEAN STREET, ROOM 200, P.O. BOX 1159, SANTA CRUZ, CA 95060
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KATHRYN CANLIS
 DISTRICT ATTORNEY

April 23, 2002

BOARD AGENDA: May 7, 2002

Members of the Board of Supervisors
 Governmental Center
 701 Ocean Street, Room 500
 Santa Cruz, California 95060

RE: FISCAL YEARS 2001-2004 VICTIM-WITNESS ASSISTANCE CENTER/VICTIM
 COMPENSATION AND GOVERNMENT CLAIMS BOARD JOINT POWERS
 AGREEMENT

Dear Members of the Board:

On June 5, 2001, your Board adopted a resolution authorizing the District Attorney to re-apply to the Victim Compensation and Government Claims Board (VCGCB) for fiscal years 2001-2004 funding for our Victims of Crime Compensation Program for a total of \$678,969.

Under the original agreement, Santa Cruz County was eligible to receive a total of \$452,646 from the VCGCB in the remaining two years of the agreement, with \$226,323 available for fiscal year 2002-2003. We have just received word that the VCGCB has amended our agreement to increase the maximum amount to \$462,520, with \$236,197 available for fiscal year 2002-2003. This represents an increase of \$9,874 for the upcoming fiscal year.

Fiscal year 2002-2003 will be the sixteenth year that we have received VCGCB funds under a Joint Powers Agreement. This award will allow continued financing of salaries, benefits and operating expenses for 4.45 FTE Victim-Witness Assistance Center compensation claims staff, at no cost to the County.

In addition, this agreement includes a provision for the recovery of indirect overhead charges from VCGCB. Staffing and essential operating expenses which are required for this program leave sufficient funds available for the recovery of these costs.

WATSONVILLE OFFICE

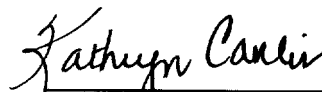
Board of Supervisors
April 23, 2002
Page 2

A copy of the amendment of our Joint Powers Agreement will be placed on file with the Clerk of the Board. We will continue to notify your Board of any changes to the fiscal years 2001-2004 Joint Powers Agreement in accordance with applicable County procedures.

THEREFORE, IT IS RECOMMENDED THAT YOUR BOARD:

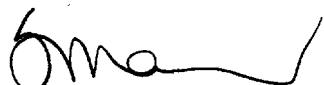
1. Adopt the attached Resolution authorizing the District Attorney to execute the amendment of the Victim Compensation and Government Claims Board agreement for funding of our Victims of Crime Compensation Program for fiscal year 2002-2003 in the amount of \$236,197, not to exceed a total agreement amount of \$462,520.

Sincerely,



KATHRYN CANLIS
DISTRICT ATTORNEY
COUNTY OF SANTA CRUZ

Approved:



SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER
ljs:eps

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

0051

RESOLUTION NO.

On the motion of Supervisor
duly seconded by Supervisor
the following resolution is adopted

WHEREAS, the Santa Cruz County Board of Supervisors has designated the District Attorney's Victim/Witness Assistance Center as the provider of major and comprehensive victim and witness services in Santa Cruz County; and

WHEREAS, the Victim Compensation and Government Claims Board has selected the Santa Cruz County Victim/Witness Assistance Center to receive "joint powers" monies for the purpose of verification of victim claims;

WHEREAS, the Victim Compensation and Government Claims Board has allocated \$462,520 for fiscal years 2002-2004 for the Santa Cruz County Victim/Witness Assistance Center for this specific task;

NOW, THEREFORE, THE BOARD OF SUPERVISORS RESOLVES AND ORDERS that the District Attorney of the County of Santa Cruz is authorized, on its behalf, to submit a Joint Powers Agreement to the State Board of Control to receive monies to operate a Victim Assistance Center, and is further authorized to sign for the purposes of making any extensions or amendments thereof.

BE IT FURTHER RESOLVED that state funds received hereunder shall not be used to supplant local funds that would, in the absence of the California Victim/Witness Assistance Program, be made available to support assistance to the victims of crime.

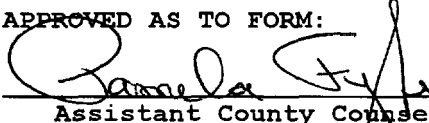
IT IS AGREED that any liability arising from the Center's operations or services rendered pursuant to this contract, including civil court actions for damages shall be the responsibility of the grantee and the authorizing agency, except that the State Board of Control shall be responsible for any and all damages arising from or connected with its acts or omissions under the contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this ____ day of _____ 2002, by the following vote:

VOTE:
AYES:
NOES:
ABSENT:
ABSTAIN:

JAN BEAUTZ
CHAIRPERSON OF THE BOARD

ATTEST: _____
Clerk of Said Board

APPROVED AS TO FORM:


Assistant County Counsel

DISTRIBUTION: District Attorney
County Counsel
Auditor, CAO

STANDARD AGREEMENT

STD 213 NEW 02/98)

0052

AGREEMENT NUMBER BOC-I060	AMENDMENT NUMBER 2
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- This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
California Victim Compensation and Government Claims Board
CONTRACTOR'S NAME
Santa Cruz
- The term of this Agreement is: July 1, 2001 through June 30, 2003
- The maximum amount of this Agreement is: \$ 462,520
Four hundred sixty two thousand five hundred twenty one dollars
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

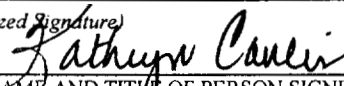

As agreed upon by both parties, this agreement is amended as follows:

Amendment #2 renews the contract for a second (2nd) year period.

Specifically, the term of Amendment #2 is July 1, 2002 through June 30, 2003. The total amount of Amendment #2 is \$236,197. The increase in funds for Amendment #2 will provide for additional staffing which has been approved by the Board.

The total maximum amount of this contract is \$462,520

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department Service <small>Use On</small>
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small>		
COUNTY OF SANTA CRUZ, OFFICE OF THE DISTRICT ATTORNEY		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED</small> <u>4/23/02</u>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small>		
KATHRYN CANLIS, DISTRICT ATTORNEY		
<u>701 Ocean Street, Room 200, Santa Cruz, CA 95060</u>		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
California Victim Compensation and Government Claims Board		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<u>Kelly J. Brodie, Executive Officer</u>		
<small>ADDRESS</small>		
<u>630 K Street, 5th Floor, Sacramento, Ca 95814</u>		
		<input type="checkbox"/> Exempt per _____

15

JOINT POWERS AGREEMENT BUDGET WORKSHEET (Rev. 1/01)

**0053
EXHIBIT B-1**

**2002/2003 GRANT AWARD-
D00007**

\$236,197.00

Name of County: SANTA CRUZ
Contract Number: BOC-1060

SALARIES & WAGES

FISCAL YEAR

POSITION/CLASS	#FTE	est RATE	TIME	2002/03
Program Manager	0.45	28.33	936 x	26,517
Victim Wit Rep	1.00	17.68	2,080 x	36,774
Victim Wit Rep	1.00	18.44	2,080 x	38,355
Victim Wit Rep	1.00	19.99	2,080 x	41,579
Clerk II	1.00	13.89	2,080 x	28,891

Total Salaries and Wages 172,117

	RATE	TIME	
FRINGE BENEFITS			
Program Manager	4.25 x	936	3,978
Victim Wit Rep	5.70 x	2,080	11,856
Victim Wit Rep	4.37 x	2,080	9,090
Victim Wit Rep	4.41 x	2,080	9,173
Clerk II	3.78 x	2,080	7,862

Total Fringe Benefits 41,959

OPERATING EXPENSES

Rent (Square Feet)	
Utilities	
Insurance	
Equipment Rental	
Equipment Repair	
Office Supplies	3,529.00
Telephone	2,370.00
Postage/Duplicating	900.00
Expendable Equipment (non-capitalized assets)	
Overhead (Indirect)	11,247.00
Data Processing	575.00
Other: AUDIT	500.00
1. Travel: Meetings, conferences:	1,500.00
2. Travel: Training	1,500.00

Total Operating Expenses 22,121.00

EQUIPMENT (Capitalized Assets) 0
0

Total Equipment 0

Total Budget 236,197