

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

462



FROM: District Attorney

SUBMITTAL DATE:
June 17, 2010

SUBJECT: Extend the FY10 Criminal Restitution Compact Agreement from the California Victim Compensation and Government Claims Board and Adoption of Resolution 2010-178

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the extension of the Criminal Restitution Compact Agreement from the California Victim Compensation and Government Claims Board (VCGCB) in the amount of \$420,000 for the grant period July 1, 2009 through June 30, 2011.
2. Adopt Resolution 2010-178 authorizing the District Attorney to sign the Criminal Restitution Compact Agreement on behalf of the Board through FY 2010-2011.

BACKGROUND: The Criminal Restitution Compact Agreement from VCGCB was extended for an additional 12 months period through June 30, 2011. The cost of the contract was increased by \$205,000 for a total not to exceed \$420,000.

This Agreement amendment funds two Paralegal positions and a Legal Support Assistant. These positions ensure that restitution fines are imposed on all convicted offenders and that restitution orders are imposed in all appropriate cases involving a victim who has filed a claim with VCGCB. As Restitution specialists these funded positions are an invaluable criminal restitution resource to the County. They provide and/or coordinate training for deputy district attorneys, judges, court staff and probation officers, as well as conduct restitution outreach to the public, local non-profit organizations and local community agencies.

Continued on Page 2.

Kelly P. Keenan

Kelly P. Keenan, Assistant District Attorney for
Rod Pacheco, District Attorney

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 205,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010-11

SOURCE OF FUNDS: California Victim Compensation and Government Claims Board	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Robert Tremaine*
Robert Tremaine

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 13, 2010
xc: DA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

3.22

FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *Tanya S. Harris*
TANYA S. HARRIS

FURMI APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
NEAL R. KIPNIS
DATE: 6/22/10
Departmental Concurrent

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Background cont'd

The Criminal Restitution Compact Program funded by the California Victim Compensation and Government Claims Board is designed to provide financial assistance to victims of violent crimes for losses incurred as a result of the crime. Riverside County District Attorney's Office will continue to ensure that restitution fines are imposed on all convicted offenders and that restitution orders are imposed in all appropriate cases involving a victim who has filed a claim with the VCGCB.

In the State of California, every offender convicted of a felony or misdemeanor is required to pay a restitution fine. All restitution fines paid by offenders go to the Restitution Fund that supports the Victims of Crime Compensation Program ("VCP") and is administered by the California Victim Compensation and Government Claims Board ("VCGCB"). The Restitution Fund through the VCP provides financial assistance to victims of violent crimes for losses incurred as a result of the crime.

In order to improve California's criminal restitution system, increase the imposition rate of criminal restitution fines and orders, ensure financial stability to the Restitution Fund, and provide the county with a criminal restitution resource, the VCGCB approached the Riverside County District Attorney's Office to enter into a criminal restitution compact. In late 2006, the District Attorney's Office entered into a criminal restitution compact agreement with the VCGCB.

As specified in the proposed Resolution No. 2010-178, the District Attorney's Office is also requesting authorization from the Board of Supervisors to submit and to sign the Criminal Restitution Compact Agreement Amendment as well as related contracts, amendments or extensions with the California Victim Compensation and Government Claims Board.

The grant award and resolution have been reviewed and approved as to form by County Counsel.

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3 RESOLUTION NO. 2010-178

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE

5 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, REGARDING

6 CALIFORNIA VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD- CRIMINAL

7 RESTITUTION COMPACT AGREEMENT

8 WHEREAS, the California Victim Compensation and Government Claims Board (VCGCB) has
9 selected the County of Riverside District Attorney’s Office to establish a positive, collaborative
10 relationship with the VCGCB for the purpose of improving California’s criminal restitution system;

11 WHEREAS, the County of Riverside District Attorney’s Office works to ensure restitution fines
12 and orders are enforced against convicted offenders on behalf of the VCGCB and victims; now therefore,

13 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Riverside,
14 State of California, in regular session assembled on July 13, 2010, that the District
15 Attorney of the County of Riverside, State of California is authorized, on its behalf, to submit and to sign
16 the Criminal Restitution Compact Agreement as well as related contracts, amendments, or extensions with
17 “California Victim Compensation and Government Claims Board”.

18 BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant
19 local expenditures controlled by this body.

20 BE IT FURTHER RESOLVED that the resolution shall be in effect for a one-year period
21 beginning July 1, 2010 and ending June 30, 2011.

22 ROLL CALL:

23 Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley
24 Nays: None
Absent: None

25 The foregoing is certified to be a true copy of a resolution duly
26 adopted by said Board of Supervisors on the date therein set forth.

27 KECIA HARPER-IHEM, Clerk of said Board

28 By: _____
Deputy

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 Pages

AGREEMENT NUMBER VCGC9085	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Victim Compensation and Government Claims Board
CONTRACTOR'S NAME
COUNTY OF RIVERSIDE
- The term of this Agreement is July 1, 2009 through June 30, 2011
- The maximum amount of this Agreement after this amendment is: \$420,000.00 Four hundred twenty thousand dollars and no cents.
- 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:

Effective May 1, 2010, this agreement is hereby amended as follows:

The term of the agreement is extended for an additional 12 months period through June 30, 2011. The cost of the contract shall be increased by \$205,000.00 for a total not to exceed \$420,000.00.

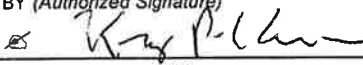

Exhibit B.1.D:

The District Attorney's Office shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2010 for fiscal year 2009/10, and within forty-five (45) days after June 30, 2011 for fiscal year 2010/2011. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the close out invoices by VCGCB.

(continued on Page 2)

FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis 6/22/10
NEAL R. KIPNIS DATE

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> County of Riverside, District Attorney's Office		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 6-21-10	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Kelly P. Keenan, Assistant District Attorney		
<small>ADDRESS</small> 3960 Orange Street, Riverside CA 92501		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> JULIE NAUMAN, EXECUTIVE DIRECTOR		
<small>ADDRESS</small> 400 "R" STREET, SUITE 500, SACRAMENTO, CA 95811		

Exempt per:

Exhibit B.4:

The total amount of this agreement shall not exceed \$215,000.00 for fiscal year 2009/ 2010 and \$205,000.00 for fiscal year 2010 / 2011. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the VCGCB. The funding of this contract may be changed by written amendment to the contract.

Exhibit B-1:

Exhibit B-1, Budget Page for FY 2010/2011 shall be completed and included as part of the contract (see attachment Exhibit B-1). Exhibit B-1, Budget Page for FY 2009/10 shall remain a part of the contract.

Exhibit D.7:

The period of performance for the contract will be July 1, 2009 through June 30, 2011.

Exhibit D.8

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, shall remain the property of the VCGCB and shall bear identification tags supplied by the VCGCB. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, in accordance with instructions provided by the VCGCB. The VCGCB County Inventory Form must be used to report all VCGCB asset inventory (Attachment VI). The completed forms shall be submitted to the Business Services Section, Victim Compensation and Government Claims Board, P. O. Box 48, Sacramento, CA 95812.

Attachment VI:

Attachment VI, VCGCB County Inventory Form, must be used to report all VCGCB asset inventory in accordance with the terms of Section D.8.

All other terms and conditions shall remain unchanged, and in full force and effect.