RESOLUTION - ACTION REQUESTED 2019-459

MEETING: August 6, 2019

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve Victim Witness Assistance Program 2019-2020 Grant Application

RECOMMENDATION AND JUSTIFICATION:
Approve the 2019-2020 Victim Witness Assistance Program (VW) Grant Application Administered through the State of California Office of Emergency Services (Cal OES) in the Amount of $274,010 for Fiscal Year 19/20; and Authorize the Board of Supervisors Chair to Sign the Grant Application;

The Victim Witness Assistance Program grant commences October 1, 2019, and runs through September 30, 2020, and provides the District Attorney’s Office with funding for services to victims and witnesses of crime.

The Victim Witness Assistance Program is a year to year Grant, in which recipients are required to reapply each year. With the approval of the current application and upon approval by Cal OES this will be the District Attorney’s 27th year of funding through the Victim Witness Assistance Program.

This program funds 90% of the Victim Witness Coordinator position, an 100% Mass Victimization Advocate, and a 50% Victim Witness Advocate (Extra-Help) and 15% of the District Attorney's Chief Investigator. The District Attorney’s Victim Witness Program is fully funded by State and Federal funds with no assistance from the General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved other grants submitted by the District Attorney’s Office including the Victim Witness Program for the past 27 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses to not approve the application it will have a negative impact on the Victim Witness Program's ability to provide assistance to victims and witnesses of crime within Mariposa County.

FINANCIAL IMPACT:
Resolution - Action Requested 2019-459

The Victim Witness Assistance Program is fully funded with State and Federal Grant Funds. No additional General Funds will be used. This grant has been incorporated in the requested budget for fiscal year 2019-2020

ATTACHMENTS:
Scan of VW19 27 0220  (PDF)

RESULT:  ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:  Marshall Long, District III Supervisor
SECONDER:  Kevin Cann, District IV Supervisor
AYES:  Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey
EXCUSED:  Merlin Jones
Request For Application Cover Sheet

VICTIM WITNESS ASSISTANCE (VW) PROGRAM

Submitted by:
Mariposa County District Attorney’s Office
5101 Jones Street
Post Office Box 730
Mariposa, California 95338
Office: (209)742-7441
Fax: (209)966-5681
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. **Subrecipient:** County of Mariposa

2. **Implementing Agency:** Mariposa County District Attorney's Office

3. **Location of Project:** Mariposa

4. **Disaster/Program Title:** Victim/Witness Assistance Program (VW)

5. **Performance Period:** 10-01-2019 to 09-30-2020

6. **Indirect Cost Rate:** N/A; 10% de minimis; Federally Approved ICR __% (Rounded)

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<th>Fund Source</th>
<th>A. State</th>
<th>B. Federal</th>
<th>C. Total</th>
<th>D. Cash Match</th>
<th>E. In-Kind Match</th>
<th>F. Total Match</th>
<th>G. Total Project Cost</th>
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13. **Certification:** This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act:** Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**
   - **Name:** Walter W. Wall
   - **Phone:** (209)966-3626
   - **Fax:** (209)966-5681
   - **Email:** wwall@mariposacounty.org
   - **Address:** Post Office Box 730
   - **City:** Mariposa
   - **Zip+4:** 95338-0730
   - **Signature:** [Signature]

16. **Federal Employer ID Number:** 94-6000860

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer

Cal OES Director (or designee)

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Grant Subaward Face Sheet – Cal OES 2-101 (Revised 01/2019)
PROJECT CONTACT INFORMATION

Subrecipient: County of Mariposa

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.

1. The Project Director for the project:

   Name: Walter W. Wall  
   Title: Mariposa County District Attorney  
   Telephone #: (209)966-3626  
   Fax#: (209)966-5681  
   Email Address: wwall@mariposacounty.org  
   Address/City/Zip: 5101 Jones Street - Post Office Box 730, Mariposa, California 95338-0730

2. The Financial Officer for the project:

   Name: Luis Mercado  
   Title: Mariposa County Auditor  
   Telephone #: (209) 966-7606  
   Fax#: (209) 966-7810  
   Email Address: lmercado@mariposacounty.org  
   Address/City/Zip: 4982 10th Street - Post Office Box 729, Mariposa, California 95338-0729

3. The person having Routine Programmatic responsibility for the project:

   Name: Jessica Mimaugh  
   Title: Mariposa County Victim Witness Coordinator  
   Telephone #: (209) 742-7441  
   Fax#: (209)742-5780  
   Email Address: jmimaugh@mariposacounty.org  
   Address/City/Zip: 4975 9th Street - Post Office Box 730, Mariposa, California 95338-0730

4. The person having Routine Fiscal Responsibility for the project:

   Name: Jessica Mimaugh  
   Title: Mariposa County Victim Witness Coordinator  
   Telephone #: (209) 742-7441  
   Fax#: (209)742-5780  
   Email Address: jmimaugh@mariposacounty.org  
   Address/City/Zip: 4975 9th Street - Post Office Box 730, Mariposa, California 95338-0730

5. The Executive Director of a Community Based Organization or the Chief Executive Officer (i.e., chief of police, superintendent of schools) of the implementing agency:

   Name: Dallin Kimble  
   Title: Mariposa County Administrative Officer  
   Telephone #: (209) 966-3222  
   Fax#: (209)966-5147  
   Email Address: dkimble@mariposacounty.org  
   Address/City/Zip: 5100 Bullion Street - Post Office Box 784, Mariposa, California 95338-0784

6. The Official Designated by the Governing Board to enter into the Grant Subaward for the City/County or Community-Based Organization, as stated in Section 15 of the Grant Subaward Face Sheet:

   Name: Walter W. Wall  
   Title: Mariposa County District Attorney  
   Telephone #: (209)966-3626  
   Fax#: (209)966-5681  
   Email Address: wwall@mariposacounty.org  
   Address/City/Zip: 5101 Jones Street - Post Office Box 730, Mariposa, California 95338-0730

7. The chair of the Governing Body of the subrecipient:

   Name: Miles Menetrey  
   Title: Chair, Mariposa County Board of Supervisors  
   Telephone #: (209) 966-3222  
   Fax#: (209) 966-5187  
   Email Address: mmenetrey@mariposacounty.org  
   Address/City/Zip: 5100 Bullion Street - Post Office Box 784, Mariposa, California 95338-0784

Project Contact Information Cal OES 2-102 (Revised 3/2018)
SIGNATURE AUTHORIZATION

Subaward #: VW19 27 0220

Subrecipient: Mariposa County
Implementing Agency: Mariposa County District Attorney's Office

*The Project Director and Financial Officer are REQUIRED to sign this form.

*Project Director: Walter W. Wall
Signature: [Signature]
Date: 6/23/19

*Financial Officer: Luis Mercado
Signature: [Signature]
Date: 7/24/2019

The following persons are authorized to sign for the
Project Director

[Signature]
Jessica Mimnaugh
Print Name
[Signature]
Windy Gonzalez
Print Name

The following persons are authorized to sign for the
Financial Officer

[Signature]
Rebecca Smock
Print Name
[Signature]

Signature Authorization - Cal OES 2-103 (Rev. 7/2015)
CERTIFICATION OF ASSURANCE OF COMPLIANCE  
Victims of Crime Act (VOCA) Fund  

I, Walter W. Wall  

(official authorized to sign Subaward; same person as Section 1.5 on Subaward Face Sheet)  

Subrecipient: Mariposa County  
Implementing Agency: Mariposa County District Attorney's Office  
Project Title: Victim/Witness Assistance Program  

is responsible for reviewing the Subrecipient Handbook and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:  

I. Federal Grant Funds  

Subrecipients expending $750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.  

☐ The above named Subrecipient receives $750,000 or more in federal grant funds annually.  
☐ The above named Subrecipient does not receive $750,000 or more in federal grant funds annually.  

II. Equal Employment Opportunity – (Subrecipient Handbook Section 2151)  

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.  

Please provide the following information:  

Equal Employment Opportunity Officer: Dallin Kimble  
Title: County Administrative Officer  
Address: 5100 Bullion Street, Post Office Box 784, Mariposa, California 95338-0784  
Phone: (209)966-3222  
Email: dkimble@mariposacounty.org  

Certification of Assurance of Compliance – VOCA Cal OES 2-104f (Rev. 5/2019)
III. Drug-Free Workplace Act of 1990 – (Subrecipient Handbook, Section 2152)

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – (Subrecipient Handbook, Section 2153)

The California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (Subrecipient Handbook Section 2154)

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (Subrecipient Handbook Section 2155)
(This applies to federally funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board – (Subrecipient Handbook Section 1350)

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.
The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds

1. Applicability of Part 200 Uniform Requirements

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements").

2. Compliance with DOJ Grants Financial Guide

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient or individuals defined (for purposes of this condition) as "employees" of the Subrecipient.

The details of the Subrecipient's obligations regarding prohibited conduct related to trafficking in persons are posted on the OJP website at: http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
4. Civil Rights and Nondiscrimination

The Subrecipient understands that the federal statutes and regulations pertaining to civil rights and nondiscrimination and, in addition:

a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110 (e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13), which will apply to all awards made by the Office of Violence Against Women, also may apply to an award made otherwise; and

c. the Subrecipient understands they must comply with the specific assurances set out in 29 C.F.R. §§ 42.105 and 42.204.

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient agrees to comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

6. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues
from audits required by the Part 200 Uniform Requirements (or by the terms of
this award), or other outstanding issues that arise in connection with audits,
investigations, or reviews of DOJ awards.

7. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Subrecipient agrees to promptly refer to the DOJ Office of the Inspector
General (OIG) any credible evidence that a principal, employee, agent,
contractor, subcontractor, or other person has, in connection with funds under this
award (1) submitted a claim that violates the False Claims Act; or (2) committed a
criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery,
gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this
award should be reported to the OIG by:

- Mail: Office of the Inspector General,
  U.S. Department of Justice, Investigations Division,
  950 Pennsylvania Avenue, N.W. Room 4706,
  Washington, DC 20530;
- E-mail: oig.hotline@usdoj.gov;
- DOJ OIG hotline (contact information in English and Spanish): (800) 869-4499;
  and/or
- DOJ OIG hotline fax: (202) 616-9881.

Additional information is available from the DOJ OIG website at

Funds

The Subrecipient agrees to comply with all applicable restrictions on the use of
federal funds set out in federal appropriations statutes. Pertinent restrictions,
including from various "general provisions" in the Consolidated Appropriations
Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-
AppropriationsLawRestrictions.htm, and are incorporated by reference here.

9. Restrictions and Certifications Regarding Non-Disclosure Agreements and
Related Matters

The Subrecipient understands and agrees that no Subrecipient under this award,
or entity that receives a procurement contract or subcontract with any funds
under this award, may require any employee or contractor to sign an internal
confidentiality agreement or statement that prohibits or otherwise restricts, or
purports to prohibit or restrict, the reporting (in accordance with law) of waste.
fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Subrecipient does or is authorized under this award to make subawards, procurement contracts, or both:

- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that...
entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

10. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

11. Additional DOJ Awarding Agency Requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

12. OJP Training Guiding Principles

The Subrecipient understands and agrees that any training or training materials developed or delivered with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

13. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

14. Specific Post-Award Approval Required to Use a Non-Competitive Approach in any Procurement Contract that Would Exceed $150,000

The Subrecipient agrees to comply with all applicable requirements to obtain specific advance approval to use a non-competitive approach in any
procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that, for purposes of federal grants administrative requirement, OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at [http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm](http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm) [Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)] and are incorporated by reference here.

15. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient agrees to collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

16. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

17. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable
program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a. be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b. not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and

c. be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

18. Demographic Data

The Subrecipient agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

19. Performance Reports

The Subrecipient agrees to submit (and, as necessary, require sub-Subrecipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

20. Access to Records

The Subrecipient authorizes the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

**CERTIFICATION**

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official’s Signature: [Signature]
Authorized Official’s Typed Name: Walter W. Wall
Authorized Official’s Title: Mariposa County District Attorney
Date Executed: 07/23/19
Federal Employer ID #: 94-6000880  Federal DUNS # 071859607
Current System for Award Management (SAM) Expiration Date: 04/07/2020
Executed in the City/County of: Mariposa

**AUTHORIZED BY:** (not applicable to State agencies)

- [ ] City Financial Officer  [ ] County Financial Officer
- [ ] City Manager  [ ] County Manager
- [ ] Governing Board Chair

Signature: [Signature]
Typed Name: Miles Menetrey
Title: Chair, Mariposa County Board of Supervisors

**APPROVED AS TO FORM:**

[Signature]
STEFAN W. DAHLEMM
COUNTY COUNSEL
## Subrecipient: County of Mariposa

### A. Personal Services – Salaries/Employee Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>18 VOCA Match</th>
<th>19VWAO</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>.90 FTE VICTIM WITNESS COORDINATOR</strong></td>
<td></td>
<td>$53,895</td>
<td>$53,895</td>
</tr>
<tr>
<td>$59,883 annual compensation at 90% ($4,491.25/pp x 12 pp = $53,895)</td>
<td></td>
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</tr>
<tr>
<td><strong>1 FTE- VICTIM WITNESS ADVOCATE- MVA</strong></td>
<td>$35,531</td>
<td>$0</td>
<td>$35,531</td>
</tr>
<tr>
<td>$35,531 annual compensation $2,960.92 /pp x 12 pp = $35,531.04</td>
<td></td>
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</tr>
<tr>
<td><strong>.50 FTE- VICTIM WITNESS ADVOCATE (Extra-Help)</strong></td>
<td>$17,766</td>
<td>$0</td>
<td>$17,766</td>
</tr>
<tr>
<td>$ 35,531 annual compensation at 50% ($1,480.50/pp x 12 pp = $17,766)</td>
<td></td>
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</tr>
<tr>
<td><strong>.15 FTE CHIEF DISTRICT ATTORNEY INVESTIGATOR- MVA</strong></td>
<td>$11,264</td>
<td>$0</td>
<td>$11,264</td>
</tr>
<tr>
<td>$75,094 annual compensation at 15% ($938.675/pp x 12pp =$11,264.10)</td>
<td></td>
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</tr>
<tr>
<td><strong>SEIU PROGRAM PERSONNEL BENEFITS 44%</strong></td>
<td></td>
<td>$38,486</td>
<td>$38,486</td>
</tr>
<tr>
<td>$39,426 x .44 = $39,347.44 (claiming only $38,486)</td>
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</tr>
<tr>
<td>Benefits Include: 22% Health, 5% Social Security, 4% State Disability Insurance, 13% Retirement</td>
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</tr>
<tr>
<td><strong>DSA Program Investigator Benefits 42%</strong></td>
<td></td>
<td>$4,625</td>
<td>$4,625</td>
</tr>
<tr>
<td>$11,264 x .42 = $4,730.88 (claiming only $4,625)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefits Include: 23% Health, 4% Social Security, 4% State Disability Insurance, 11% Retirement</td>
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</tbody>
</table>

### Personal Section Totals

<table>
<thead>
<tr>
<th></th>
<th>18 VOCA Match</th>
<th>19VWAO</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>$161,567</td>
<td>$0</td>
<td>$0</td>
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</table>

### PERSONAL SECTION TOTAL

- $161,567
<table>
<thead>
<tr>
<th>Subrecipient: County of Mariposa</th>
<th>18VOCA</th>
<th>18VOCA Match</th>
<th>19VWWAO</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B. Operating Expenses</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>OFFICE EXPENSES</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Communications</td>
<td>$6,600</td>
<td>$6,600</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Phones, fax, internet, alarm</td>
<td>$0</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>$550 per month x 12 months = $6600</td>
<td></td>
<td>$6,600</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Office Supplies</strong></td>
<td>$0</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Paper, pens, postage, envelopes, CD's, thumbdrives</td>
<td>$0</td>
<td>$12,622</td>
<td>$12,622</td>
<td>$0</td>
</tr>
<tr>
<td>business cards, toner etc. about $1,051.83/month for 12 months = $12,622</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Cost for Polos, Jackets for public events, trainings and community presentations: $500/ Advocate x 3 Advocates ($1,500)</td>
<td>$1,500</td>
<td>$1,500</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td><strong>Copier Expense</strong></td>
<td>$2,400</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Lease and Service $200/month for 12 months = $2400</td>
<td>$2,400</td>
<td>$2,400</td>
<td>$2,400</td>
<td></td>
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<tr>
<td>Publications</td>
<td>$900</td>
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<td>$900</td>
</tr>
<tr>
<td>Newspaper subscription, pamphlets, event publications $75/month x 12 months = $900</td>
<td>$900</td>
<td>$900</td>
<td>$900</td>
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<tr>
<td>Cleaning Supplies</td>
<td>$4,800</td>
<td></td>
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<td>$0</td>
</tr>
<tr>
<td>Paper towels, toilet paper, cleaners $400/month for 12 months = $4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>$0</td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Electricity, water, propane at $550/month x 12 months = $6,600</td>
<td>$6,600</td>
<td>$6,600</td>
<td>$6,600</td>
<td></td>
</tr>
<tr>
<td><strong>Technology</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Three (2) Dell Laptops at $2,000/each $4,000 and MVA Laptop one (1) at $2,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td></td>
</tr>
<tr>
<td>Ergonomic Work Area (Standing desks)- Two (2) at $750 ($1,500)</td>
<td>$1,500</td>
<td>$1,500</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td><strong>Rents and Leases- Structures</strong></td>
<td>$18,600</td>
<td>$18,600</td>
<td>$18,600</td>
<td>$18,600</td>
</tr>
<tr>
<td>Rent: Office Space 3 FTE-1,172 sq. ft. at .94 x 12 @ 100% = ($13,220.16) only claiming $13,200 Counseling/Interview Room- 520 sq. ft. at $75 per sq. ft. at $75 x 12 @ 100% = ($5,429.80) only claiming $5,400</td>
<td></td>
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</tr>
<tr>
<td><strong>Mass Victimization Advocate Go-Bag/ General Supplies</strong></td>
<td>$9,483</td>
<td>$9,483</td>
<td>$9,483</td>
<td>$9,483</td>
</tr>
<tr>
<td>Emergency Services Bag: $100 x 4 people = $400</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Weather appropriate gear: (Gloves, boots, heavy jackets, Advocate-Identifying polos, ect.) $1000 x 4 people = $4,000</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Portable Charger: $40 x 4 people = $160</td>
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<tr>
<td>Flashlight: $25 x 4 people = $100</td>
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<tr>
<td>Rolling case: $350 x 4 people = $1400</td>
<td></td>
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</tr>
<tr>
<td><strong>General Office Supplies for MVA (Radios, binders, pens etc.) $285.25/month x 12 months = $3,423</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Victim/ Witness Emergency Fund</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Emergency Award up to $150 per incident per victim* x 25 Victims</td>
<td>$3,750</td>
<td>$3,750</td>
<td>$3,750</td>
<td>$3,750</td>
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<tr>
<td>= $3750</td>
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<td></td>
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<tr>
<td>(*Per person up to 2 times per year)</td>
<td></td>
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</tr>
<tr>
<td>Membership</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>CCVAA Membership Dues $80/year</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Liability Insurance</td>
<td>$1,304</td>
<td>$1,304</td>
<td>$1,304</td>
<td>$1,304</td>
</tr>
<tr>
<td>$326/quarter x 4 quarters = $1304</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Costs</td>
<td>$7,066</td>
<td>$7,066</td>
<td>$7,066</td>
<td>$7,066</td>
</tr>
<tr>
<td>Operation and Maintenance Monthly Charges: 2,000 miles/month at $324.60/month x 12 months = $3,898</td>
<td></td>
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</tr>
</tbody>
</table>
### B. Operating Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>18VOCA</th>
<th>18VOCA Match</th>
<th>19WWAO</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fuel Costs</strong>: 2,000 miles/month at $264/month (Average price per gallon of $3/gallon) x 12 months = $3,168</td>
<td></td>
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<tr>
<td><strong>TRAININGS AND TRAVEL</strong></td>
<td></td>
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</tr>
<tr>
<td><em>Regional Meetings with Crisis Response Teams-MVA</em></td>
<td>$4,464</td>
<td></td>
<td></td>
<td>$2,232</td>
</tr>
<tr>
<td>County: TBD</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Mileage: Average of 300 miles/trip x .58/mile x 6 Meetings x 2 people = $2098</td>
<td></td>
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<tr>
<td>Per Diem: $44/day x 12 days x 2 people = $1056</td>
<td></td>
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<tr>
<td>Lodging: $95/night + $15/night tax x 6 nights x 2 people = $1320</td>
<td></td>
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</tr>
<tr>
<td><strong>Emergency Response Travel Expenses</strong></td>
<td>$4,062</td>
<td></td>
<td></td>
<td>$4,062</td>
</tr>
<tr>
<td>County: TBD</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Mileage: Average of 500 miles x .58/Mile x 3 mass casualty events = $870</td>
<td></td>
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</tr>
<tr>
<td>Lodging: $145/night + $15/night tax x 15 Nights (5 night/incident) = $2400</td>
<td></td>
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</tr>
<tr>
<td>Per Diem: $44/day x 18 days (6 days/incident) = $792</td>
<td></td>
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<tr>
<td><strong>Entry-Level Advocate Training</strong></td>
<td>$2,095</td>
<td></td>
<td></td>
<td>$2,095</td>
</tr>
<tr>
<td>County: Sacramento</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Mileage: 316 miles x .58/mile x 2 people = $387</td>
<td></td>
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<tr>
<td>Lodging: $95/night + $15/night tax x 5 nights x 2 people = $1100</td>
<td></td>
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<tr>
<td>Per Diem: $44/day for 6 days x 2 people = $440</td>
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<tr>
<td>Parking: $10/day x 5 days = $100</td>
<td></td>
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</tr>
<tr>
<td><strong>Domestic Violence and Stalking Seminar</strong></td>
<td>$267</td>
<td>$2,147</td>
<td></td>
<td>$2,414</td>
</tr>
<tr>
<td>County: Long Beach</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Mileage: 636 miles x .58/mile x 2 people = $738</td>
<td></td>
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<tr>
<td>Lodging: $125/night + $17/night x 4 nights x 2 people = $1,136</td>
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<tr>
<td>Per Diem: $44/day x 5 days x 2 people = $440</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Parking: $10/day x 5 days = $100</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Two Regions Training for Coordinator</strong></td>
<td>$1,071</td>
<td></td>
<td></td>
<td>$1,071</td>
</tr>
<tr>
<td>County: Sacramento</td>
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<td></td>
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</tr>
<tr>
<td>Mileage: 316 miles x .58/mile x 2 Trainings = $367</td>
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<td></td>
</tr>
<tr>
<td>Lodging: $95/night + $15/night tax x 4 nights x 2 people = $440</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Per Diem: $44/day x 6 days = $264</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Child Forensic Interview Training</strong></td>
<td>$1,995</td>
<td></td>
<td></td>
<td>$1,995</td>
</tr>
<tr>
<td>County: Sacramento</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage: 316 x .58/mile x 2 people = $367</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging: $95/night + $15/night tax x 5 nights x 2 people = $1,100</td>
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</tr>
<tr>
<td>Per Diem: $44/day x 6 days x 2 people = $528</td>
<td></td>
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</tr>
<tr>
<td><strong>Leave No Victim Behind Conference (Mass-Casualty)</strong></td>
<td>$5,057</td>
<td></td>
<td></td>
<td>$5,057</td>
</tr>
<tr>
<td>Las Vegas, NV</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Airfare: $500 x 3 people = $1500</td>
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<td></td>
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</tr>
<tr>
<td>Registration: $379 per person x 3 people = $1,137</td>
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<tr>
<td>Lodging: $125/night + $15/night tax x 4 nights x 3 people = $1,680</td>
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<tr>
<td>Per Diem: $44/day x 5 days x 3 people = $560</td>
<td></td>
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<tr>
<td>Taxi: $80 (To and From Hotel)</td>
<td></td>
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</tr>
<tr>
<td><strong>Prosecutor By Karpel (PhK) User Meeting (St. Louis, MI)</strong></td>
<td>$2,069</td>
<td></td>
<td></td>
<td>$2,069</td>
</tr>
<tr>
<td>Airfare: $800</td>
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<tr>
<td>Taxi: $80 (Roundtrip to Airport/Hotel)</td>
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<tr>
<td>Lodging: $140/night + $21/night tax x 4 nights = $644</td>
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</tr>
<tr>
<td>Per Diem: $44/day x 5 days = $220</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Registration: $325</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Elder Abuse Symposium</strong></td>
<td>$444</td>
<td>$2,982</td>
<td></td>
<td>$3,428</td>
</tr>
<tr>
<td>County: Orange</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage: 645.4 x .58/mile x 2 people = $748</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lodging: $120/night + $15/night tax x 4 nights x 2 people = $1,080</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem: $44/day for 5 days x 2 people = $440</td>
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</table>

Cal OES 2-106a (Revised 4/2016)
<table>
<thead>
<tr>
<th>Subrecipient: County of Mariposa</th>
<th></th>
<th>Subaward #: VW19 27 0220</th>
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</thead>
<tbody>
<tr>
<td><strong>B. Operating Expenses</strong></td>
<td>18VOCA Match</td>
<td>19VWAO</td>
</tr>
<tr>
<td>Parking: $16/day x 5 days x 2 people = $160</td>
<td>$1,330</td>
<td>$1,330</td>
</tr>
<tr>
<td>Registration: $499/person x 2 people = $998</td>
<td>$1,255</td>
<td>$1,255</td>
</tr>
</tbody>
</table>

**2020 Winter CDAA Workshop**
- County: Riverside
- Mileage: 396 miles x .58/mile = $230
- Lodging: $145 + $15/day tax x 4 nights = $640
- Per Diem: $44/day x 5 days = $220
- Parking: $10/night x 4 nights = $40
- Registration: $200 per person

**2020 Summer CDAA Workshop**
- County: Orange County
- Mileage: 645.4 x .58/mile = $374
- Lodging: $145/night + $15/night tax x 3 nights = $480
- Parking: $10/day x 4 days = $40
- Registration: $185
- Per Diem: $44/day x 4 days = $176

Operating Section Totals: $94,093 $12,783 $5,567 0 0 $112,443

OPERATING SECTION TOTAL: $112,443
Subrecipient: County of Mariposa

<table>
<thead>
<tr>
<th>C. Equipment</th>
<th>18 VOCA</th>
<th>18 VOCA Match</th>
<th>19VWAO</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>-None to be acquired at this time-</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Equipment Section Totals | $0 | $0 | $0 | $0 | $0 |

EQUIPMENT SECTION TOTAL | $0 |

Category Totals

| Same as Section 12G on the Grant Subaward Face Sheet | $255,660 | $12,783 | $5,567 | $0 | $0 | $0 |

Total Project Cost | $274,010 |
Budget Narrative

The Mariposa County District Attorney’s Office Victim Witness Program strives to expend funds in accordance with all rules and regulations set forth in the Grant Recipient Handbook. The personnel and operating costs have been developed to support the goals and objectives of the Program, and provide the most in direct services to our victims and witnesses of crime in Mariposa County. We make every effort to keep indirect costs at a minimum. The Victim Witness Program includes a Victim Witness Coordinator (.90 FTE), a Victim Witness Advocate (1 FTE), Victim Witness Advocate (.50 FTE) and District Attorney Investigator (.15 FTE).

A. Personal Services – Salaries/Employee Benefits:

VICTIM WITNESS COORDINATOR (.90 FTE):

Annual Salary: $59,883 at 90% = $53,895  Annual Benefits at 90%: $18,266

The Coordinator has been employed with the Mariposa County District Attorney’s Office for a total of five years. The Coordinator has two years of Victim Service Advocate experience and has been the Coordinator for over three years. She has the entry-level certificate, Victim Witness Coordinator training certificate, the Child Forensic Interview techniques training certificate and numerous other crime-specific certificates, and training hours.

The Coordinator manages the Victim Witness Services Program. The Coordinator is responsible for program and grant oversight to ensure all goals for the program are met. The Coordinator will collect and track data, ensure goals and objectives of the program are carried out properly in a timely manner, communicate with Cal-OES, and complete
quarterly and annual reports. The Coordinator will also review and assign cases to Victim Witness Advocates and assist with providing advocacy and services to victims of crime. The Coordinator’s salary is based on Mariposa County’s Human Resources Policies and Procedures. The County’s benefit package includes Social Security, Medicare, Administrative Health Fee, Dental, Vision, Employer Paid Health, Retire-Employer-Misc., Retire-EPMC-Misc., Retire-Employee, Retire-EPMC-, Employer Member Ret, Life Insurance, SDI, and Deferred Compensation-Cash Benefit.

Victim Witness Coordinator’s 90% Salary and Benefits total: $72,161

**VICTIM WITNESS ADVOCATE- MVA (1 FTE):**

Annual Salary: $35,531

Annual Benefits: $22,069

This position is a specialized position within the victim services; the position has been filled by an advocate who has a Bachelor’s Degree in Forensic Behavioral Sciences.

In addition to her education, she has vast experience in trauma response; she has been in the MVA Position for approximately 6 months, with another 6 months of Victim Witness Advocacy experience. She has completed the Entry-Level Advocate Academy and has completed the Regional Crisis Response Training. In addition, she is a trained in forensic interview techniques.

The Advocate follows a victims’ case from initial investigation to sentencing; providing support and communicating with victims in regards to the progression of the case. The Advocate also covers community outreach events that occur during the year on weekends and evenings. The 14 mandatory services are provided by the Victim Witness Advocate, some of which include crisis management, peer counseling, court support
and updates, help with Cal-VCP claims, victim impact statements, restitution and
Criminal Protective Orders.

The Mass Victimization Advocate’s position (MVA) will be a position that builds bridges
with local community agencies and helps plan and implement policies surround Mass
Crisis Response. If available the MVA will be deployed to regional crisis response units and
provide field work that allows for trauma-informed care of victims.

The Victim Witness Advocate’s salary is based on Mariposa County’s Human Resources
Policies and Procedures. The County’s benefit package includes Social Security,
Medicare, Medical, Dental, Vision, Life Insurance, SDI State Disability, Retire-Employer-
Misc and Deferred Compensation-Cash Benefit.

Victim Witness Advocate 100% Salary and Benefits total: $57,600

**VICTIM WITNESS ADVOCATE (.50 FTE) (Extra-Help)**

Annual Salary $35,531 at 50%: $17,766 \ No Benefits

The Advocate follows a victims’ case from initial investigation to sentencing; providing
support and communicating with victims in regards to the progression of the case. The
Advocate also covers community outreach events that occur during the year on
weekends and evenings. The 14 mandatory services are provided by the Victim
Witness Advocate, some of which include crisis management, peer counseling, court
support and updates, help with Cal-VCP claims, victim impact statements, restitution
and Criminal Protective Orders.

In addition to mandatory services, this position will be in the unique position to reach out
to all victims of crime that are forwarded to the District Attorney’s Office who has been
listed as a victim or witness of a violent crime. Currently, our procedure includes a
blanket letter to victims of crime in Mariposa County; this position will serve an initial 
liason to start CalVCB applications if appropriate and referrals to community partners. 
At the present time, our current Advocate staff has a focus of violent crime victims, this 
position will aid in opening services and personal contact to the victim, rather than a 
formal letter alone.

**Total SEIU Personnel Benefits are 44% of Annual Full-Time Permanent Salaries of $89,426 as $39,347.44 but only seeking to claim $ 38,486**

**District Attorney Investigator (.15 FTE)**

Annual Salary $75,094 at 15%: **$11,264**  Annual Benefits at .15 FTE: **$4,625**

This position is new to the grant program as we are enlisting the experience our 
Investigator has with local law enforcement partners, emergency response units in the 
County as well as his unique experience with disaster response training from local 
emergencies. New to the District Attorney’s Office, he comes with 5 years of local Law 
Enforcement Experience and is a California Post Certified Peace Officer.

His position will aid our policy and preparedness implementation for the Mass 
Victimization Advocate. He will also be available for deployment if called upon as well 
as at the heart of any local mass crisis event.

The County’s benefit package includes Social Security, Medicare, Medical, Dental, 
Vision, Life Insurance, SDI State Disability, Retire-Employer-Misc and Deferred 
Compensation-Cash Benefit.

**Deputy Sheriff’s Association Union Benefits are 42% of Annual Salary, Benefits and Salary**

**Totals: $15,889**
Personnel Services Total: 161,567

B. Operating Expenses:

Office Expenses:
Operating expenses will be expended with caution and with attention to VOCA requirements. Costs for the Victim Witness Office include: Communication (telephones, internet, security) total of $550 per month x 12 months = $6,600; general office supplies (paper, pens, business cards, toner, shirts for public events, etc.) $1,051.83/month for 12 months = $12,622 and $500/Advocate x 3 Advocates = $1,500. Utilities (electricity, water, and propane) total of $550 per month x 12 months = $6,600; Rent: Office Space 3 FTE-1,172 sq. ft. at .94 x 12 @ 100% = ($13,220.16) only claiming $13,200; Counseling/Interview Room- 520 sq. ft. at .87 x 12 @ 100% = ($5,428.80) only claiming $5,400; For a total of $18,600; Copy machine rental, machine service costs $200/month for 12 months = $2,400. All services have increased this year due to an overall increase in power, water and gas costs and rates going up as well as the Victim Witness Office Expanding Services into a second, larger building. Additional operating expenses include cleaning supplies at $400/month for 12 months = $4,800. Janitorial services are not available for this office; therefore staff must provide their own. Publication purchases are needed for more up-to-date information for community outreach projects such as the Safe Family Fairs and, the Senior Fair, as well as for the Victim Witness Office and MVA Position. Annual cost of $900 for expected publications, pamphlets and brochures. The liability insurance required by Mariposa County is $1304, which is significant decrease from previous years’ due to the county finding a better way to group the coverage. We also have a required
membership for CCVAA is $80 annually. In regards to special office equipment the program has budgeted $4,000 and one (MVA) $2,000 for two new laptops to provide technical support in court to victims, Ergonomic Work stations at two desks at $1,500. Vehicle coats include gas expenses averaging 2,000 miles/month at $3,168 yearly gas costs and $264 monthly maintenance expenses, which is $3168 per year. For a total vehicle cost of $7066.

It is our intent to make available funds for distribution for crime-related expense. This includes emergency hotel stays, replacement of glasses, destroyed items, pay as you go cell phones, and on occasion some crime-related bills. The emergency awards with be limited to $150 per incident per victim for 25 victims $3750. The max a victim could use the fund is twice per year.

There is also a continued need for the specialized mass victimization advocate and staff to have gear and supplies required for deployment. Costs for four staff include: emergency services bag at ($100/each x four people) $400, weather appropriate gear (gloves, boots, heavy jackets, advocate-identifying polo’s and hats) ($1000/each x four people) $4,000, portable charger for phones, ($40/each x four people) $160, flashlight ($25/each x four people) $100, rolling briefcase for files and publications/handbooks: ($350/each x four people) $1400, and general office supplies $285.25 x 12 months, $3,423

Total: $83,205

Training and Travel:
Program personnel will attend several trainings and seminars during the year including various mandatory Regional Training sessions (Up to six) for the Mass Victimization
Advocate (1 FTE) and District Attorney Investigator (.15 FTE). Along with necessary travel Expenses for any Mass Victimization Incident (up to three per year deployed for 6 days/5 nights per event). Our Victim Witness Advocate (1 FTE) will attend the Entry Level Victim/Witness Advocate Training. The Program Advocates(2) (1.50 FTE) will attend a Domestic Violence and Stalking Seminar to increase knowledge of services to county dominated crime statistics, it is crucial to receive continuous training in this specified area as our county sees a lot of domestic violence and sexual assault related crime. Our Coordinator will also attend the Two Regional Trainings (typically held in Sacramento). This past grant year there have been several occasions to travel and meet with CalOES and CalVCB to support program objectives and current trends in the grant implementation. Our advocates will attend a five-day training in Sacramento County that focuses on interviewing children who have been victims of sexual assault, our office is the only office in the county that conduct Child Forensic Interviews with the help of our Multi-Disciplinary Interview Team (MDIT). Currently, the program’s Coordinator is the only certified interviewer in the county and cannot always accommodate interviews per grant timelines and administrative duties associated with her position, it is crucial that more advocates be trained so that we have additional resources for interviews. The National Elder and Dependent Adult Abuse Symposium, The Leave No Victim Behind Conference, and two California District Attorneys Association Meetings. Due to the travel for the above trainings we set out 72 nights of lodging at $95-160 per night (with applicable tax rates), meals and incidentals at $44 per night and parking expenses of an average of $10-$15/day and Taxi costs ($80 x 2= $160) for a total of $17,944. Mileage costs were estimated for travel to destinations for trainings out of the area at the rate of $.58 per mile at 10,602 miles totaling $6,149. Airfare costs for Leave No Victim Behind $500 x 3 people,
Subrecipient: County of Mariposa          Subaward #: VW19 27 0220

$1,500 and the Prosecutor by Karpel Workshop $800, for a total of $2,300. Registration costs are as follows: Leave No Victim Behind $379 x 3 people, $1137, National Elder and Dependent Adult Abuse Symposium $499 x 2 people, $998, Summer and Winter CDDA Workshop, $200 and $185, and Prosecutor by Karpel $325 for a total of $2,845.

Total: $29,238

A. Total Personal Services – Salaries/Employee Benefits: $161,567

B. Total Operating Expenses: $112,443

TOTAL PROJECT COSTS: $274,010

After Hours Contact Information:

Jessica Mimnaugh-Victim Witness Coordinator

Cell: (209)620-9543 Home: (209)742-7798
Project Narrative

The Plan: The VWSP attempts to deliver assistance to all victims of crime, whether charges have been filed or not. No victim, no matter what the crime, will be turned away if services or assistance is requested. This office is notified immediately through our case management system as soon as a report is submitted into the District Attorney’s data base. Elements of the case can be seen and researched by the advocates, and copies of all documentation, including filing decisions and charging documents, can be viewed as soon as they are entered. This ability has greatly increased the efficiency of our office in reviewing and updating our case files. With the use of our case management system, our office is much more efficient on communicating with victims, quickly assessing their needs, and providing them the services or referrals that they may require in a more timely fashion.

VWSP receives most of its referrals from the MCSD, California Highway Patrol, and the California Fish and Game Department via the MCDAO case management system. Additional referrals come to the office via Mountain Crisis Services (MCS), our local sexual assault and domestic violence advocacy center, Child and Adult Protective Services, Yosemite National Park Law Enforcement, and the local hospital, John C. Fremont Healthcare District. Our case management system further allows us to send reminders and immediate messages to the Deputy District Attorney assigned to the case, which in turn eliminates the necessity of traveling to and from the offices or phone calls back and forth. Court dates and minute orders are available without having to view the Court’s data base and then wait for the Court Clerks to send that information to our office.

Throughout the duration of the case, and often after the case is completed, contact with the victim is maintained. This is primarily done through phone communication and meetings at the office, but letters and emails are also utilized. All mandatory services are provided when requested and documented each time they are provided in the case management system.
Reports can be run efficiently to assist in the reporting requirements of Cal-OES.

The most frequent services provided by our advocates are case status, case disposition, orientation to the Criminal Justice System, Court support and escort, restraining order information, general follow up assistance in person, phone and/or by letter, crisis intervention, Cal-VCP claim assistance, and help with preparation of victim impact statements. Restitution assistance is provided when requested and we have actually had many requests for this service as well. New optional services available this year is transportation assistance, if requested. As of September 2018, we have a new program vehicle that we have used continuously for transportation of our victims and witnesses and even meetings at their homes with prosecutors.

In the 2017-2018 grant year a current total of 2,533 services thus far were provided to victims/witnesses of crime. Thus far during the 2018-19 grant year the VWSP has provided a total of 5,422 services, reflecting a dramatic increase already over the prior year. The VWSP follows the guidelines set forth by the Cal-OES Recipient Handbook. The same guidelines are applied to the rules and regulations as they pertain to VOCA Guidelines and Procedures for assisting victims of crime.

In addition, the Mariposa County Auditor's Office is subject to a yearly audit of the VWSP as part of their annual audit, using an outside auditing firm. With funds provided by the XC grant, we propose to offer services in the North County region of Mariposa County upon request and available appointment times in a shared building with the Behavioral Health Department. This will enable the VWSP to reach out to those victims/witnesses who are unable to make the trip into Mariposa for our services.

VWSP attempts to utilize volunteers to help assist victims and witnesses during trials, to help gather and complete information for Cal-VCP applications, and to assist with any clerical work that can be done within the office. Recruitment of volunteers is done by word of mouth or by gaining access to the local high school for students needing opportunities for college volunteer hours. It has been difficult in the past to acquire volunteers that are qualified to
handle clients in extreme distress as well as to keep their information confidential. Being in a small community the issue of confidentiality and case sensitive information around volunteers who know a large amount of the population has created problems in the past, and extreme care must be taken to find appropriate help. Volunteers who do find interest in our program undergo background checks and drug testing before starting their work. Time sheets are documented for volunteer hours on a monthly basis with an emphasis on projects and tasks completed.

The VWSP has a very close working relationship with MCS, MCSD, and the Child Welfare Services and Adult Protective Services (CWS/APS) through the Department of Human Resources. We have Operating Agreements in place with the above entities. MCS delivers comprehensive services to sexual assault and domestic violence victims either referred by VWSP or directly contacted. CPS/APS along with our Behavioral Health Department provides services for children crime victims. Referrals are received from all of the above named organizations; however the majority is generated by the MCSD.

We work closely with the Sheriff’s Deputies to provide safety tips and crime prevention services to victims. The Deputies carry and hand out Marsy’s cards to any victims they may encounter in the field and direct victims of domestic violence to MCS when applicable. MCS provides extensive assistance to the community through free family law and restraining order help, emergency shelter, clothing and food, counseling services, transportation and support for medical emergencies. They have recently expanded their services under a comprehensive umbrella called the Alliance for Community Transformations that can provide responsive and preventative services including a youth center, recovery center, foster-care, a re-entry program into the system from the judicial system, and advocacy and help for domestic and sexual violence.

We routinely refer our victims there for these services, and we meet with their staff on a as need basis to discuss if any further services or help could be provided to our shared clients.
In addition the staff of VWSP meets monthly with other servicing agencies to discuss issues, events and share information in regards to programs or possible mutual clients.

Victim Witness Services staff work closely with both CPS and APS. If there is a need to conduct a child forensic interview it is arranged and held within the VWSP Office. VWSP hopes to send two more victim witness advocates to training in order to be able to conduct interviews for the multidisciplinary team. This has proven invaluable as we are able to immediately assess the situation, file complaints in an expedited fashion, and provide instant access to services if needed.

On occasion we work closely with APS when referred elder abuse cases, and often work with social workers to provide services to those that are in need of additional assistance. We further work with the MCPO by providing follow-up assistance to victims of crime that receive restitution funds from convicted offenders. In addition, we can help locate victims when offenders are released from prison to advise them of the offender’s re-entry to society and to help maintain their safety.

The VWSP is ADA compliant with wheel chair access. Services and victim rights information is provided in alternative formats to meet the needs of each person (such as foreign language or Braille). Accommodations can be made through our office and the Mariposa County Superior Court for those needing assistance in any way, either with language barriers or disabilities. Interpreters and/or sign language staff are available through the Mariposa County Superior Court by request and our office has transcriptions of a number of victim’s right publications, provided by the California Attorney General.

When working with victims that may have a disability or are elderly, our office works with the Superior Court to have cases heard in the downstairs courtroom to make accessibility, visibility and hearing easier. Sometimes a medical issue needs to be addressed and may include something as simple as a foam seat or backrest to address the individual’s needs. The District Attorney’s Office and the Mariposa Superior Court have recently added in-camera and
projection systems to accommodate closed circuit hearings for sensitive situations or to separate victims from defendants in child sexual assault cases. The Superior Court has added a new auditory system so that microphones and speakers are now in use to help with the acoustics of the old building.

Victims may be taken by the VWSP Advocates to the MCDAO to be introduced to the Deputy District Attorney who will be handling their victimization through the court process. In this meeting the Deputy District Attorney attempts to get a feel from the victim as to what kind of outcome they would hope to achieve. This is a refreshing view for a victim to be able to be heard and understood. In the last three years VWSP and the MCDAO has been focusing on community outreach and has developed a comprehensive system involving the VWSP staff, Deputy District Attorneys', a Sheriff's Investigator, and MCS personnel.

Through this program we have been able to shorten the length of time between investigation and prosecution, increase the conviction rates, and largely decrease the stress of the case from start to finish for the victims. Overall, our goal is to make sure that victims receive advocacy and services immediately after a crime is reported to help alleviate the trauma that they have endured, and to attempt to resolve the case in a timely manner that is consistent with their needs. In situations of domestic violence or dating violence the outcomes sometimes are not what they expect, but the Advocates and Deputy District Attorney’s do their best to reduce the trauma they may face and provide the best services and referrals to help victims cope with the trauma that has been inflicted on them.

We have several goals for the 2019-2020 budget year. Training is at the top of our priority list and we hope to provide training for the Victim Witness Coordinator and our Advocates. The VWSP Coordinator will need to attend the two regional trainings and two of our Advocates will need to attend the Entry Level Advocate training. We have a fairly new staff and these trainings will prove helpful in enhancing their skill levels.
With the addition of a part time extra-help advocate we hope to specifically train this position to meet the specific needs of our underserved victims and witnesses in Mariposa County. This position would aid our goal of serving as many victims and witnesses as we can, whether or not criminal charges have been filed. In addition, the advocate will start the CalVCB process with eligible victims as the beginning of any referral from local Law Enforcement. A warm-hand-off to the case advocate, should charges be filed. This position will act as a needs assessment for victims as well as know the specific details involved in the CalVCB process.

In addition, this year we will be implementing new objectives for the Mass Victimization Advocate. Currently we do not have any Memorandum of Understanding that include the use of our services and program when preparing for a mass casualty event nor any existing plan in place should one occur. With continued collaboration we aim to enter into partnerships with the Yosemite National Park, Mariposa County Sheriff’s Department and Behavioral Health, Health Department and if needed local hospitals in the advent of an emergency our advocate can be deployed into the incident to assist in accessing resources, meeting with victims, filling out emergency request awards for CalVCB and receiving trauma-informed care including the use of go-bags, so that families and individuals has additional resources on hand to move through the mass casualty incident with effective outreach and trauma support to those who have been victims to the event.

In the new fiscal year we will have the opportunity to develop the position and the plan and create a formal steering committee with local community partners. Our first goal is just that, to meet before Oct. 1st and develop the conversation needing to be discussed. Secondly our next goal includes meeting with our Crisis Response Regions and develop operational agreements as a collective unit. Third, locally we need to establish the MVA position and what it might look like to respond, what in-house procedures need to be written to protect the advocate as well as abide by Union and County employment standards. We will be utilizing our District
Attorney Investigator to help partner with local agencies and write policies that law enforcement partners would be willing to participate in.

In addition to our focus on our community, we also aim to partner and draft agreements between neighboring counties to create regional teams that can provide mutual aid regionally, but also when we have a mass victimization event in the whole of California. Our advocate will be trained in trauma-informed care and will be able to give presentations to local agencies on effective trauma-informed care in the field with a mass victimization event. Mariposa County Victim Services aims to provide the level of integral services to victims of all crime types and to be a mutual aid tool to help victims across the state of California in their hour of need.
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient: County of Mariposa
DUNS # 71859607
FIPS #: 043-00000

Grant Disaster/Program Title: Victim Witness Assistance Program
Performance Period: 10/01/2019 to 09/30/2020
Subaward Amount Requested: $ 274,010

Type of Non-Federal Entity (Check Box) □ State Gov. □ Local Gov. □ JPA □ Non-Profit □ Tribe

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, grant manager is the individual who has primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

<table>
<thead>
<tr>
<th>Assessment Factors</th>
<th>Response</th>
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<tbody>
<tr>
<td>1. How many years of experience does your current grant manager have managing grants?</td>
<td>3-5 years</td>
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<tr>
<td>2. How many years of experience does your current bookkeeper/accounting staff have managing grants?</td>
<td>3-5 years</td>
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<td>3. How many grants does your organization currently receive?</td>
<td>1-3 grants</td>
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<td>4. What is the approximate total dollar amount of all grants your organization receives?</td>
<td>$ 339,010</td>
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<td>5. Are individual staff members assigned to work on multiple grants?</td>
<td>Yes</td>
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<td>6. Do you use timesheets to track the time staff spend working on specific activities/projects?</td>
<td>Yes</td>
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<td>7. How often does your organization have a financial audit?</td>
<td>Annually</td>
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<td>8. Has your organization received any audit findings in the last three years?</td>
<td>No</td>
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<td>9. Do you have a written plan to charge costs to grants?</td>
<td>Yes</td>
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<td>10. Do you have written procurement policies?</td>
<td>Yes</td>
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<td>11. Do you get multiple quotes or bids when buying items or services?</td>
<td>Always</td>
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<td>12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?</td>
<td>&gt;5 years</td>
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<td>13. Do you have procedures to monitor grant funds passed through to other entities?</td>
<td>Yes</td>
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Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

Signature: (Authorized Agent) [Signature]
Date: 7/23/19

Print Name: Walter W. Wall
Print Title: Mariposa County District Attorney

Program Specialist Only: SUBAWARD #
PROJECT SERVICE AREA INFORMATION

1. **COUNTY OR COUNTIES SERVED**: Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.
   
   County of Mariposa*

2. **U.S. CONGRESSIONAL DISTRICT(S)**: Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.
   
   4th United States Congressional District

3. **STATE ASSEMBLY DISTRICT(S)**: Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.
   
   5th District

4. **STATE SENATE DISTRICT(S)**: Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.
   
   14th District

5. **POPULATION OF SERVICE AREA**: Enter the total population of the area served by the project.
   
   17,410 by 2016 United States Census Bureau
Organizational Chart

Mariposa County’s District Attorney’s
Victim Witness Assistance Program

Mariposa County Board of Supervisors

District Attorney

Legal Executive Assistant

Victim Witness Coordinator

Chief Investigator

Victim Witness Advocate

Victim Witness Advocate (MVA)

Volunteers
## Operational Agreements (OA) Summary Form

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<tr>
<th>List of Agencies/Organizations/Individuals</th>
<th>Date OA Signed (xx/xx/xxxx)</th>
<th>Dates of OA From:</th>
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<tr>
<td>1. Mariposa County Sheriff's Office</td>
<td>07/23/19</td>
<td>10/01/19</td>
<td>to 09/30/20</td>
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<td>2. Victim Witness Services Program</td>
<td>07/19/17</td>
<td>10/01/19</td>
<td>to 09/30/20</td>
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<td>3. Mariposa County Human Services</td>
<td>07/23/17</td>
<td>10/01/19</td>
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<td>4. Mountain Crisis Services/Alliance for Community Trans</td>
<td>07/22/19</td>
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Use additional pages if necessary.

Operational Agreement Summary - Cal OES 2-160 (Revised 7/2015)
PETTY CASH VICTIM FUND PROCEDURE

In order for a project to develop a Petty Cash Victim Fund with grant funds, certain criteria must be maintained. Petty Cash Victim Fund can be utilized for unforeseen financial intervention paid directly to the victim.

Due to the nature of this Petty Cash Victim Fund, they need to be easily accessible. Safeguards and accountability of the funds must be maintained. For effective management and audit purposes, the following procedures must be followed:

1. The Petty Cash Victim Fund and regular grant allocation funds must be kept separate, each with its own account within the general ledger.

2. The authority to disburse funds to victims from the Petty Cash Victim Fund rests with the Project Director, Financial Officer, and/or those identified on the Signature Authorization Form (Cal OES 2-103).

3. The name and signature of the victim and the employee disbursing the funds must be maintained, as well as the date, amount, and reason for the request.

4. Direct cash disbursements will be limited to no more than $150.00 per individual. Victims are not eligible to draw on the Petty Cash Victim Fund for more than 2 per year.