



**Proposal Cover Sheet**

**RFP PROCESS**

**VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION (VV) PROGRAM**

Submitted by:

**FRESNO COUNTY DISTRICT ATTORNEY  
2220 TULARE STREET, SUITE 1000  
FRESNO, CA 93721  
(559) 600-4447**



## PROJECT CONTACT INFORMATION

Subrecipient: County of Fresno

Subaward #: VV18100100

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: Jeff Dupras

Title: Assistant District Attorney

Telephone #: (559) 600-4420

Fax#: (559) 600-4401

Email Address: jdupras@fresnocountyca.gov

Address/City/Zip: 2220 Tulare Street, Suite 1000, Fresno, CA 93721

2. The **Financial Officer** for the project:

Name: Stephen Rusconi

Title: DA Business Manager

Telephone #: (559) 600-4447

Fax#: (559) 600-4100

Email Address: srusconi@fresnocountyca.gov

Address/City/Zip: 2220 Tulare Street, Suite 1000, Fresno, CA 93721

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

Name: Tim Galstan

Title: Deputy District Attorney

Telephone #: (559) 600-4413

Fax#: (559) 600-4100

Email Address: tgaltan@fresnocountyca.gov

Address/City/Zip: 2220 Tulare Street, Suite 1000, Fresno, CA 93721

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

Name: Stephen Rusconi

Title: DA Business Manager

Telephone #: (559) 600-4447

Fax#: (559) 600-4100

Email Address: srusconi@fresnocountyca.gov

Address/City/Zip: 2220 Tulare Street, Suite 1000, Fresno, CA 93721

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: Lisa Smittcamp

Title: District Attorney-Public Administrator

Telephone #: (559) 600-3232

Fax#: (559) 600-4401

Email Address: lsmittcamp@fresnocountyca.gov

Address/City/Zip: 2220 Tulare Street, Suite 1000, Fresno, CA 93721

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: Sal Quintero

Title: Chairperson, Fresno County Board of Supervisors

Telephone #: (559) 600-3000

Fax#: (559) 600-1609

Email Address: SalQuintero@fresnocountyca.gov

Address/City/Zip: 2281 Tulare Street, 3rd Floor, Fresno, 93721

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

Name: Sal Quintero

Title: Chairperson, Fresno County Board of Supervisors

Telephone #: (559) 600-3000

Fax#: (559) 600-1609

Email Address: SalQuintero@fresnocountyca.gov

Address/City/Zip: 2281 Tulare Street, 3rd Floor, Fresno, 93721

## SIGNATURE AUTHORIZATION

Subaward #: VV18100100

Subrecipient: County of Fresno

Implementing Agency: District Attorney

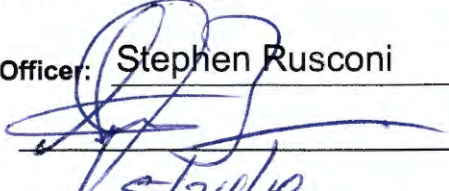
\*The **Project Director** and **Financial Officer** are **REQUIRED** to sign this form.

\***Project Director:** Jeff Dupras

Signature: 

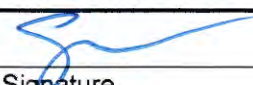
Date: 6.18.2018

\***Financial Officer:** Stephen Rusconi

Signature: 

Date: 5/24/18

The following persons are authorized to sign for the  
**Project Director**



Signature

Stephen Wright

Print Name

Signature

Print Name

Signature

Print Name

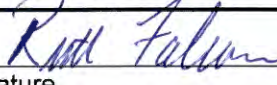
Signature

Print Name

Signature

Print Name

The following persons are authorized to sign for the  
**Financial Officer**



Signature

Ruth Falcon

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

**CERTIFICATION OF ASSURANCE OF COMPLIANCE**  
**With Statutory Requirements of the Violence Against Women Act (VAWA) Fund As Amended,**  
**Services\*Training\*Officers\*Prosecutors (STOP) Formula Grant Program and**  
**Victims of Crime Act (VOCA) Fund**

The applicant must complete a Certification of Assurance of Compliance-VAWA-VOCA (Cal OES 2-104h), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program, Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions for Subaward with the above mentioned funds. The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Subaward. In signing the Grant Subaward Face Sheet, the applicant formally notifies Cal OES that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

**CERTIFICATION OF ASSURANCE OF COMPLIANCE**  
**With Statutory Requirements of the Violence Against Women Act (VAWA) Fund As**  
**Amended, Services\*Training\*Officers\*Prosecutors (STOP) Formula Grant Program and**  
**Victims of Crime Act (VOCA) Fund**

I, Sal Quintero hereby certify that  
(official authorized to sign Subaward; same person as Section 15 on Subaward Face Sheet)

SUBRECIPIENT: County of Fresno

IMPLEMENTING AGENCY: District Attorney

PROJECT TITLE: Violence Against Women Vertical Prosecution

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 ancestry, age (over 40), color, disability (physical and mental, including HIV and AIDS), genetic information, gender, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military, veteran status, national origin, race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions) sexual orientation, or request for family medical leave. **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: Vanessa Jimenez

Title: Human Resources Manager

Address: 2220 Tulare Street, Suite 1400, Fresno, CA 93721

Phone: (559) 600-1830

Email: vjimenez@fresnocountyca.gov

### **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**

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 a signed resolution from the City Council/Governing Board illustrating that the official executing this agreement is, in fact, authorized to do so. The Applicant is also required to maintain the signed resolution on-site, and a copy must be readily available upon request by Cal OES.

### **VIII. Civil Rights Compliance**

The subrecipient complies will 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 Violence Against Women Act (VAWA) 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. 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").

### **5. 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.

### **6. 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](mailto: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 <http://www.usdoj.gov/oig>.

#### 7. Compliance with General Appropriations-Law Restrictions on the Use of Federal 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.

#### 8. 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.

#### 9. 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.

#### 10. 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.

#### 11. OVW Training Guiding Principles

The Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees>.

#### 12. Supplanting

The Subrecipient understands and agrees that funds must be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

#### 13. Statutory Requirements

The Subrecipient agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

#### 14. Misuse of Award Funds

The Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

The Subrecipients understands and agrees that grant funds may be used only for the purposes in the Subrecipient's approved application.

#### 15. Consultant Rates

The Subrecipient understands approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25 per hour. A detailed justification must be approved by the grantor prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, Subrecipients are required to maintain documentation to support all daily or hourly rates.

#### 16. Materials and Publications

The Subrecipient understands and agrees that all materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by Subgrant No. \_\_\_\_\_ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women."

#### 17. Victim Safety

The Subrecipient understands and agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

#### 18. Copyright Approval

The Subrecipient understands advance written approval must be obtained to copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. In addition, the Subrecipient (or contractor or subcontractor) must comply with all conditions specified by the program manager in connection with an that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

The Subrecipient understands and agrees the Office on Violence Against Women reserves a royalty- free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

The Subrecipient understands and agrees it is their responsibility (and of each contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

## **X. 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.

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### **5. 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.

### **6. 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](mailto: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 <http://www.usdoj.gov/oig>.

7. Compliance with General Appropriations-Law Restrictions on the Use of Federal 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.

8. 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.

#### 9. 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.

#### 10. 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.

#### 11. 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>.

#### 12. 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> (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.

#### 13. 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.

14. 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.

15. 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.

16. 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.

17. Computer Network Requirements

The Subrecipient understands and agrees that:

- a. No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; and
- b. Nothing in the previous subsection limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

18. Prohibit Use of Funds for Association of Community Organizations for Reform Now (ACORN) and its Subsidiaries

The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract of subaward to either the ACORN or its subsidiaries, without the expressed prior written approval of OJP.

19. 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.

20. Nondiscrimination in Programs Involving Students

The Subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs or students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students

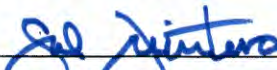


All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible 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: \_\_\_\_\_

  
Sal Quintero

Authorized Official's Typed Name: \_\_\_\_\_

Authorized Official's Title: Chairperson, Fresno County Board of Supervisors

Date Executed: \_\_\_\_\_

Federal Employer ID #: 94-6000512 Federal DUNS # 030363902

Current System for Award Management (SAM) Expiration Date: 10/16/18

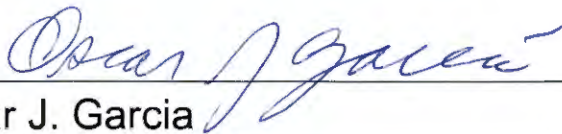
Executed in the City/County of: Fresno

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

- ☐ City Financial Officer  
☐ City Manager  
☐ Governing Board Chair

- ☒ County Financial Officer  
☐ County Manager

Signature: \_\_\_\_\_



Typed Name: \_\_\_\_\_

Oscar J. Garcia

Title: \_\_\_\_\_

Auditor-Controller/Treasurer-Tax Collector

ATTEST:  
BERNICE E. SEIDEL  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By Susan Bishop  
Deputy

### **Project Narrative**

Located in the center of California, the County of Fresno encompasses 5,958 square miles with the eastern boundary located 135 miles from the western boundary. Fresno County shares a border with eight other counties, from Monterey County to Mono County, and is the sixth largest county, by geographic size, in California. As of July 1, 2017, the total population of Fresno County was estimated to be 989,255 making it the ninth most populous county in California. The County's major urban area, located in the center of the County, is the city of Fresno where approximately 527,438 people live. Conversely, 461,817 people, or over 46% of the population, reside in the rural regions of the county. Some of these people live in the smaller cities and towns of Fowler, Selma and Kingsburg which are located along the 21 mile stretch of State Route 99 that runs south from Fresno. Others live in the towns of Sanger, Parlier, Reedley, and Orange Cove which are located in the southeastern parts of Fresno County. The remaining residents live in smaller towns and population centers, such as Huron, Coalinga, Mendota, Kerman and Firebaugh, which are scattered over 60 miles of rural agricultural lands in western Fresno County. Many of these cities and towns are isolated from the Fresno County Courthouse. For example, a Victim traveling from Coalinga has to travel 70 miles each way to make it to court and even a "close" location such as Orange Cove requires a victim to travel 33.5 miles each way to court.

Fresno County is one of the most ethnically diverse counties in the state. As of 2017, the residents of Fresno County claimed the following racial identities: 52.8% Hispanic, 30% White, 10.8% Asian, 5.8% African American, 3.0% Native American, with over 3% of the population identifying with at least two ethnicities. As of 2016, 44.6% of the population over 5 years of age spoke a language other than English at home. (Source: <http://quickfacts.census.gov/>)

Fresno County struggles with poverty and unemployment. As of 2016, 25.5% of the population of Fresno County lived below the poverty line. This is almost double the California statewide rate of 14.3%. Fresno County's median household income of \$45,963 between the years 2012 and 2016 substantially lags behind the State of California median household income of \$63,783. (Source: <http://quickfacts.census.gov/>) As of March 2018, the unemployment rate in Fresno County was 8.7%, a figure that doubles the state unemployment rate of 4.3% and the national unemployment rate of 3.8% (as of May 2018). (Source: Bureau of Labor Statistics)

According to STAR (DA Case Management System), from January 1, 2017 through December 31, 2017, the Fresno County District Attorney's Office reviewed 9,494 felony filing requests from law enforcement which included 2,265 felony domestic violence filing requests. The Fresno County District Attorney's Office filed 1,371 (approximately 60%) of the domestic violence cases submitted for review. Of the 2,265 domestic violence cases submitted for filing, 846 were investigated by rural policing agencies. These rural agencies are the Fresno County Sheriff's Department, and the Police Departments of Clovis, Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Orange Cove, Parlier, Reedley, Sanger and Selma. Most of the smaller, rural police agencies are staffed by younger, less experienced police officers. In addition, most cannot afford to have dedicated domestic violence investigator positions in their agencies, so investigations are frequently lacking. Furthermore, the Fresno Sheriff's Department, by far the largest of the rural agencies, was recently forced to reduce their number of domestic violence detective to one.

Fresno County's culturally diverse, large non-English speaking rural population, large geographic area, and high unemployment with associated poverty rates pose a barrier to the effective prosecution of domestic violence crime in the rural areas of the county. These barriers

are increased when dealing with rural domestic violence victims who are reluctant to report or cooperate with prosecution because of their residency status or geographical isolation. Many of these communities are small in population and even smaller in unanimity. Everyone knows everyone and there is a stigma associated with cooperating with law enforcement, especially against a loved one. As a result of all of these factors, effectively prosecuting domestic violence cases in rural areas becomes extremely problematic without VAW-VP funding.

All domestic violence, dating violence, stalking, and sexual assault cases among individuals in domestic relationships that occur in the rural areas of Fresno County are routed to the VAW-VP prosecutor for review. From January 1, 2018 to May 31, 2018, 337 felony domestic violence cases have been submitted to the VAW-VP prosecutor for review. Out of those hundreds of cases, the VAW-VP prosecutor selects cases to prosecute that meet project criteria. The cases that meet project criteria are those crimes which are referred to as “serious and violent felonies” that are listed in California Penal Code Sections 667.5(c) and 1192.7(c) and crimes that involve repeat domestic violence offenders, the presence of children during the crime, and cases with multiple victims including children and other family members.

With VAW-VP funding, one experienced and highly trained felony prosecutor and one experienced bilingual victim advocate are designated to prosecute rural domestic violence cases. VAW-VP funding allows the prosecutor to have a reduced caseload and spend more time working up cases in order to get the most appropriate sentence in each case. The victim advocate uses VAW-VP funding to make contact with the victims in the rural communities, provide victim services, and provide transportation to court. Furthermore, many of the rural domestic violence victims speak Spanish as a primary language and the bilingual victim advocate helps the unit prosecutor effectively communicate to each victim the progress of their individual case.

Currently, VAW-VP funding provides for a part-time investigator that is assigned to the unit. The VAW-VP investigator significantly helps develop VAW-VP cases and his work ensures better conviction rates that result in longer prison sentences. Many of the cases submitted to the VAW-VP funded prosecutor are missing essential information that is required to secure a conviction and the rural agencies are unable to conduct further investigation. Therefore, necessary follow-up investigation often falls on the VAW-VP unit. In past grant years, funding for the part-time investigator has been removed from the VAW-VP unit. Continued funding of the part-time investigator helps ensure that the VAW-VP unit is able successfully to prosecute domestic violence in the rural communities.

The VAW-VP Unit has been very successful. During the 2017 grant period, the unit received 16 new felony cases. In the same time period the unit obtained 15 felony dispositions which led to the incarceration of abusers for just over 106 years including an additional life term for a torture conviction after trial. In 2017, the VAW-VP prosecutor took seven cases to jury trial. All of the abusers were convicted after trial of serious and/or violent offenses including, but not limited to, domestic violence resulting in great bodily injury, dissuading a witness from testifying in court, false imprisonment resulting in great bodily injury, criminal threats, forcible sexual penetration, forcible rape, assault with a deadly weapon, and torture. In 2017 the VAW-VP prosecutor trained approximately 150 people on the issues involved in investigation and prosecution of domestic violence cases including treatment program specialists, victim advocates, law enforcement personnel, and fellow deputy district attorneys. Without VAW-VP funding, these serious and violent domestic violence cases committed against rural domestic violence victims would not receive the same high level of attention by an overburdened criminal justice system.

## **PLAN AND IMPLEMENTATION**

### **a. TRAINING AND QUALIFICATIONS OF ALL PROPOSED STAFF**

The VAW-VP Unit consists of a prosecutor with more than eleven years of prosecution experience, a bilingual victim advocate with more than fourteen years of experience and a part-time investigator with more than 25 years of law enforcement experience. The current grant prosecutor was assigned to the Domestic Violence Unit in January 2013 and has been the VAW-VP prosecutor since August 2016. The grant prosecutor has over five years of experience prosecuting felony domestic violence cases. He has handled a number far surpassing two hundred and fifty felony domestic violence cases, has conducted ninety four felony domestic violence preliminary hearings, and has tried eighteen domestic violence jury trials to verdict all of which included charges that are considered serious or violent felonies. Those trials included separate cases where the lead charges included attempted murder, torture, kidnapping, assault with a deadly weapon, corporal injury to a spouse causing great bodily injury, and four separate cases involving domestic violence related forcible sex crimes. The prosecutor has successfully introduced evidence of defendants' other acts of domestic violence, statements of recanting victims, and domestic violence experts to obtain domestic violence convictions. The prosecutor is experienced in providing domestic violence training to law enforcement officers and victim advocates. The prosecutor has even recreated the cycle of violence and power and control wheels and updated them for the 21<sup>st</sup> Century, demonstrating through animations how the cycle changes over the course of a domestic violence relationship.

The victim advocate was assigned to the Domestic Violence Unit in June 2003 and has complied with the Evidence Code Sections 1037-1037.7 mandates. The victim advocate continues to attend different types of related training as courses are offered and the resources allow.

The part-time investigator was assigned to the VAW-VP unit in 2017. He has 25 years of law enforcement experience and was formerly employed by the Fresno Police Department. His duties while employed by the Fresno Police Department included responding to homicide, attempt homicide, and sexual assault crimes. He also interviewed in-custody felony suspects in sexual assault and domestic violence cases.

**b. CRITERIA FOR CASES ASSIGNED TO VAW-VP PROSECUTION**

The VAW-VP prosecutor follows the following criteria in assigning cases to the project. First, the victim must initially have given a truthful statement regarding the incident, the extent of the victim's injuries, and identified the perpetrator. This is in response to California Code of Civil Procedure Section 1219. In addition to the first requirement, at least one of the following must apply: 1) the victim sustained a serious, visible injury; 2) the defendant has a documented history of domestic violence; 3) a weapon was used; 4) threats of death or serious bodily injury were made; 5) additional victims, such as children or other family members, were present; or 6) the allegations involved strangulation. The VAW-VP prosecutor also looks for cases where there are corroborating witnesses to all or part of the attack. This is also in direct response to California Code of Civil Procedure Section 1219.

c. **PLAN FOR COMMUNICATION AMONG PROJECT STAFF**

The current VAW-VP staff has been working well together on all VAW-VP domestic violence cases. Through the use of e-mail, text messaging and direct phone communication, the unit prosecutor, the unit victim advocate and the unit part-time investigator stay in constant contact regarding each case assigned to the VAW-VP grant. Also, the unit prosecutor and the victim advocate are in attached offices and work with an open door policy in order to maximize communication.

d. **CASE REFERRAL TO VAW-VP VICTIM ADVOCATE**

At the time a case is filed and assigned to the grant, the victim advocate is alerted and directed to initiate contact with the victim for the purposes of informing her or him about the case arraignment date, future potential court hearings and explanation of all available services. The victim advocate continues to assist the victim by attending all court hearings and continuing to offer support to the victim throughout the criminal prosecution process; most often concluding with the defendant's sentencing hearing. The current victim advocate is bilingual in the English and Spanish languages. The victim advocate keeps track of all case referrals and all services received by victims in an electronic database powered by Microsoft Access.

e. **RELATIONSHIP BETWEEN LAW ENFORCEMENT AND LOCAL VICTIM SERVICE AGENCIES**

The VAW-VP prosecutor initiates and leads the quarterly multi-disciplinary meetings called the Rural Roundtable meeting. The meetings are held at different locations to help increase participation rates among the rural law enforcement agencies and the victim advocacy groups. The meetings consist of an open and frank discussion amongst everyone where everyone speaks about problems and concerns and how their individual agency can help. Also, a comprehensive phone list of Rural Roundtable participants has been created, distributed and kept



up to date so all law enforcement groups and victim advocacy groups can quickly provide services to rural victims of domestic violence.

The VAW-VP prosecutor has continued to provide training to law enforcement agencies as stated above. The VAW-VP prosecutor has recently created a two-hour POST Certified class which teaches law enforcement how to do “evidence based investigations” for domestic violence cases in addition to explaining victim behavior. Every new Deputy Sheriff who is headed out to a patrol assignment attends this two hour class. The VAW-VP prosecutor has and will continue to teach a two hour class on domestic violence criminal procedure at the Marjaree Mason Center, a domestic violence shelter, for victim advocate certification.

The rural policing agencies in Fresno County refer victims of domestic violence to several different local victim services agencies upon initial contact. In rural western Fresno County, Rape Counseling Service, through the Carmen Meza Center, offers counseling services to sexual assault victims and to domestic violence victims who are victims of sexual assault. They maintain offices in Firebaugh. The Westside Family Services Network, located in Huron, California, offers domestic violence services to victims in the city of Huron and the surrounding area. The Marjaree Mason Center, located in Fresno, California, has assigned a victim advocate to work with the Fresno County Sheriff’s Office. The Marjaree Mason Center also runs a domestic violence shelter and provides legal services to domestic violence victims, including victims in the rural communities of Mendota, Kerman and San Joaquin. All of the victim services agencies regularly attend the Rural Roundtable Meetings and the VAW-VP bilingual victim advocate constantly keeps in contact with each agency.

f. **AGENCY IMPLEMENTATION OF REQUIRED POLICIES**

The VAW-VP prosecutor makes a concerted effort to prevent the pre-trial release of a charged defendant. Methods employed include moving the court to set appropriate bail for the arraignment hearing, correctly identifying and charging all applicable sentencing enhancements in the criminal complaint, objecting to bail reduction below the local bail schedule amount, moving to increase bail beyond the local bail schedule amount when warranted, and making all appropriate legal objections and arguments including the use of California Penal Code Section 1270.1 to prevent the court from ordering the defendant to be released from custody prior to trial.

The VAW-VP prosecutor makes all reasonable prosecutorial efforts to reduce the time between arrest and final disposition of the case. This is achieved by objecting to all continuances and delays unless there is good cause as defined by law, promptly providing discovery to defense counsel, and being prepared to proceed as soon as possible for either a preliminary hearing or a jury trial.

The VAW-VP prosecutor and victim advocate maintain a reduced caseload. This is achieved by selecting only cases that meet the defined grant case criteria and monitoring the caseload to determine if more rigid or lenient criteria need to be implemented in order to maintain the reduced caseload. The caseload for both the VAW-VP prosecutor and victim advocate are recorded in electronic databases powered by Microsoft Access which allows for the preparation of grant reports and ensures accurate statistics are recorded.

g. **STAFF SELECTION**

The prosecutor assigned to the grant must have previous significant experience prosecuting domestic violence cases. All potential grant prosecutors must have at least two years of felony trial experience before they are eligible for assignment to the VAW-VP grant.

The victim advocate must have at least two years of experience working with domestic violence victims and must have attended domestic violence advocacy training. Also, the victim advocate must speak Spanish as a second language. The victim advocate must meet all requirements set forth in Evidence Code Sections 1037-1037.7. All staff must be assigned to the VAW-VP Unit for at least 18 months and positions are rotated as infrequently as possible so as to maintain individual relationships with victims, law enforcement officers, and victim advocates.

The current VAW-VP prosecutor has over nine years of felony trial experience with over five years of felony domestic violence trial experience. The current prosecutor has been assigned to the VAW-VP grant since August 2016. The current VAW-VP victim advocate is bilingual, has fourteen years of experience and has been assigned to the VAW-VP grant for fourteen years. The back-up VAW-VP prosecutor has seventeen years of trial experience and is the Chief Deputy District Attorney of the Domestic Violence Unit. The current back-up VAW-VP prosecutor was previously assigned as the VAW-VP prosecutor for approximately eighteen months in 2014-2015.

**h. PERCENTAGE OF CASES TO BE PROSECUTED**

The terms “domestic violence” and “dating violence” are all but interconnected since, from a legal perspective, domestic violence is defined as violence involving spouse, domestic partners, cohabitants, and those in a dating relationship. The current VAW-VP prosecutor anticipates that close to three quarters of the total caseload will fall within the definition of domestic violence or dating violence. It can be anticipated that an approximate additional ten to fifteen percent of cases handled will involve some sort of sexual assault. It is difficult to predict the number of stalking cases that will be on the VAW-VP prosecutor’s caseload because stalking

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cases, although extremely serious, do not always fit into the criteria listed in section “b” as noted above. However, it is anticipated that stalking cases will constitute about ten percent of the VAW-VP caseload.

**GOALS AND OBJECTIVES**

a. **During the Grant Year the Project Will Vertically Prosecute 35-45 Cases Involving Serious and Violent Domestic Violence Crimes**

The VAW-VP Unit has accepted the following number of cases in the previous grant years.

<u>GRANT YEAR (July 1 to June 30)</u>	<u>Accepted Cases</u>
2006-2007	35
2007-2008	33
2008-2009	40
2009-2010	43
2010-2011	45
2011-2012	43
2012-2013	33
2013-2014	32
2014-2015	26
2015-2016	36
2016-2017	29
2017-2018 (as of June 1, 2018)	16

The VAW-VP Unit expects to accept and prosecute 20-25 new cases in the July 1, 2018 to June 30, 2019 grant year. As of the writing of this grant, the VAW VP prosecutor has nineteen active cases on the caseload. The VAW-VP Unit has recently seen a high number of accepted cases

involving extreme violence or cases where the defendant had multiple prior “strike” convictions. Currently, there are four cases of pre-meditated attempted murder, one case of aggravated mayhem and torture where the victim lost her eye, a rape accomplished by kidnapping, three additional cases where the lead the charge is assault with a firearm, and additional cases involving great bodily injury, assault with a deadly weapon, and stalking. Out of the nineteen cases currently assigned to the VAW-VP unit, those cases carry a combined exposure in excess of eight hundred years in state prison. Nine of those nineteen cases also carry an additional exposure of life in prison. All of these cases require extensive preparation and follow-up investigation in order to secure a successful prosecution.

**b. OF THE CASES VERTICALLY PROSECUTED, 80% WILL BE PROSECUTED USING TRUE VERTICAL PROSECUTION, 10% WILL BE PROSECUTED USING MAJOR STAGE VERTICAL PROSECUTION, AND 10% WILL BE PROSECUTED USING UNIT VERTICAL PROSECUTION**

The only time the Unit prosecutor does not personally make an appearance on a case is when the prosecutor is in trial or taking approved leave. The Fresno County District Attorney’s Office has been successful in achieving its increased vertical prosecution goal set last year of 80% true vertical, 10% major stage vertical and 10% unit vertical prosecution.

All cases are reviewed for crime charging by the VAW-VP Unit prosecutor and processed by a domestic violence unit secretary or office assistant. This allows the VAW-VP Unit prosecutor to personally manage the appearance schedule and personally cover as many hearings as possible while managing the trial calendar. The VAW-VP Unit prosecutor consistently will attempt to exceed the proposed vertical prosecution goal of 80% whenever possible by working with court staff to limit calendaring conflicts. When the VAW-VP Unit

prosecutor is unavailable to cover a Unit case, there is one designated back up prosecutor who has seventeen years of experience prosecuting criminal cases, four and a half of those years in the domestic violence unit, a year and a half of which as the VAW-VP prosecutor before being promoted to Chief Deputy District Attorney.

**c. DURING THE GRANT PERIOD, VICTIM ADVOCACY WILL PROVIDE SERVICES TO 35-40 VICTIMS**

The unit victim advocate's role is to help guide victims through the often intimidating and confusing criminal justice system. This begins as soon as a case is selected for unit prosecution. The VAW-VP Unit prosecutor immediately informs the victim advocate of the case selection. The advocate then makes her own file on the case and immediately attempts to make contact with the victim by phone in order to introduce herself and to assess the victim's needs. If repeated attempts to make contact with the victim by phone are unsuccessful, the victim advocate makes a home visit to the victim as long as it is safe to do so.

The victim advocate attends all court appearances with the prosecutor in order to assist the victim in court, answer any questions about the court process, and act as a support person to the victim. The victim advocate is able to provide transportation for the victim to and from court if needed. The victim advocate is the contact person for the victim throughout the case to provide support, keep the victim informed, and offer insight to the VAW-VP Unit prosecutor regarding the concerns and attitudes of the victim. Additionally, the victim advocate offers educational materials, makes referrals to community service agencies for counseling and other services, and helps the victim fill out Victim Restitution Fund applications. She provides assistance with transportation to other related locations, such as to community service agencies offering legal services to domestic violence victims on issues such as restraining orders or child custody and to medical appointments related to the victimization.

All domestic violence cases are heard in downtown Fresno. Given the large geographic size of the county, the victim advocate has to make trips into the rural areas in order to meet and provide services to the rural domestic violence victims. Many of our victims do not have access to regular transportation, regular mail service, or regular telephone service. The VAW-VP victim advocate is the only reliable tool that the Unit prosecutor has to reach the rural domestic violence victims.

**d. DURING THE GRANT PERIOD, THE ASSIGNED PROSECUTOR WILL ATTEND FOUR MULTIDISCIPLINARY MEETINGS AND THE ASSIGNED VICTIM ADVOCATE WILL ATTEND FOUR MULTIDISCIPLINARY MEETINGS.**

Rural Roundtable Domestic Violence Meetings are held quarterly. The last meetings have been held at the Kerman Community Center, Kingsburg Police Department, Huron Community Center, and the Sanger Police Department. The next meeting is scheduled for July 2018 in Firebaugh. The meeting location rotates among rural policing agencies and victim services organizations in all parts of the county to ensure the attendance of as many members as possible. At those meetings, the VAW-VP prosecutor and victim advocate meet with victim advocates, counselors, shelter representatives, and members of law enforcement. The meetings allow members the opportunity to exchange information and ask questions with the ultimate goal of improving services to domestic violence victims in the rural communities.

Although the meeting is held consistently on the third Tuesday of the month, all agencies are e-mailed a meeting reminder two weeks prior to the meeting and are given the opportunity to provide meeting topics that can be addressed during the meeting. The VAW-VP prosecutor creates the agenda and an attendance list is kept of all meeting participants. The VAW-VP prosecutor has met all of the directors of the victim service organizations and many of the Police Chiefs that oversee the rural policing agencies at the Rural Roundtable meeting. The Rural



Roundtable continues to be a great tool to ensure there is open dialogue between the different agencies and provides a vehicle for the swift resolution of issues.

e. **DURING THE GRANT PERIOD THE ASSIGNED PROSECUTOR'S CASELOAD WILL BE REDUCED FROM 40 TO 20 AVERAGE ACTIVE MONTHLY CASES**

The Fresno County District Attorney Domestic Violence Team consists of nine attorneys assigned to prosecute felony domestic violence cases that occur inside the city limits of Fresno, California, and rural domestic violence cases not meeting VAW-VP guidelines. The unit is supervised by a Chief Deputy District Attorney. He handles day to day administration, provides coverage for attorneys in trial or out of the office, makes filing decisions on pending requests for criminal prosecutions, but does not carry a caseload. Eight other attorneys prosecute cases, vertically handling one day a week in court and keeping all cases set for trial. The monthly average caseload for a domestic violence prosecutor is approximately 40 to 50 active cases per month. The average caseload of the VAW-VP prosecutor is approximately 20 cases per month. This reduced caseload has enabled the grant prosecutor to participate in the initial investigation of the case, form close working relationships with rural law enforcement officers, travel to outlying areas, meet personally with victims and witnesses before court and ultimately improve conviction rates in grant cases.

The VAW-VP prosecutor will continue to maintain a reduced caseload through the strict employment of the grant case acceptance criteria as stated in the "CRITERIA FOR CASES ASSIGNED TO VAW-VP PROSECUTION" section of this narrative. The unit prosecutor remains focused on the grant objectives and policies including the goals of true vertical prosecution, the reduction of the pre-trial release of defendants and the reduction of the time period between arrest and the final case disposition.

## CONCLUSION

2017 was a great year for the current VAW-VP unit. The prosecutor took seven cases to jury trial including separate trials for rape and torture, sentenced defendants to over a hundred years in prison, and trained dozens of prosecutors, officers, and victim advocates. The current VAW-VP prosecutor is building on that success already in 2018. The VAW-VP prosecutor has already successfully tried another forcible sex crime even with a completely uncooperative victim and sentenced that abuser to the maximum sentence of twenty one years in state prison. The VAW-VP prosecutor has trained more patrol officers, more prosecutors, more victim advocates, and has added a training for nurses and medical assistants at Kaiser Permanente. In May 2018, the VAW-VP prosecutor trained the entire Reedley Police Department and all of the domestic violence detectives at the Fresno Police Department with a 2 hour POST certified course on domestic violence investigations. The VAW-VP prosecutor has tentative plans to train all of the Field Training Officers (FTOs) and Sergeants at the Fresno Sheriff's Department and is currently trying to set up trainings at the Sanger Police Department, Kingsburg Police Department, Selma Police Department, and Coalinga Police Department. The funding awarded to the Fresno County District Attorney's Office is making a real and noticeable difference in the community. The current VAW-VP prosecutor is requesting that you let us continue to make that difference, keeping over eight hundred years of exposure in the hands of a specialized and experienced domestic violence prosecutor.

### **Budget Narrative**

The proposed Violence Against Women Vertical Prosecution Project budget supports one level IV **Deputy District Attorney**, one **Victim Advocate** and one **Senior DA Investigator** position. All items included in the budget are devoted 100% to “project” activity.

This budget directs 100% of the \$270,060 total cost to salaries and benefits in direct support of the project. Salaries and benefits make up 100% of the budget and fund the project prosecutor who is an experienced Deputy District Attorney IV with felony trial and DV experience, the 50% FTE bilingual Victim Advocate who has attended advocate training and 10.2% FTE Senior DA Investigator. Operating expenses will be funded by Fresno County.

The level IV **Deputy District Attorney position** will ensure that the project prosecutors will be highly experienced in the handling of felony trial matters. The **Senior DA Investigator** will assist the prosecutor with case related investigation and be highly experienced in the handling of felony trial matters. The **Victim Advocate position** will have experience in dealing with victims and will possess education/training as specified in Evidence Code Sections 1035.5-1036 (Domestic Violence) and/or 1037.1-1037.8 (Sexual Assault) and/or Penal Code section 13835.10 (Victim/Witness) as outlined in the Program Guidelines. The Unit’s victim advocate will work cooperatively with the Marjaree Mason Center, the Fresno County Sheriff’s Department and other interested community agencies to provide services. Those services include the following activities: 1) crisis intervention, 2) emergency assistance, 3) resource and referral assistance, 4) direct counseling, 5) assist with victim of crime claims, 6) property return, 7) orientation to the criminal justice system, 8) court escort, 9) presentations and trainings for criminal justice agencies, 10) public presentations, 11) case status, 12) notification of family/friends, 13) employer notification/intervention and 14) restitution.

The current victim advocate is bilingual, has over 14 years’ experience in the current VAW-VP program, and has handled over 390 VAW-VP cases.

Subrecipient: County of Fresno Subaward #: VV18100100

The above-mentioned prosecutor-victim advocate partnership as supported in the budget is well positioned to effectively achieve the stated goals of the project.

This project will not require subcontractors or have any unusual expenditures.

Program staff does not have a planned cost of living adjustment for 2018-19.

### BUDGET CATEGORY AND LINE ITEM DETAIL

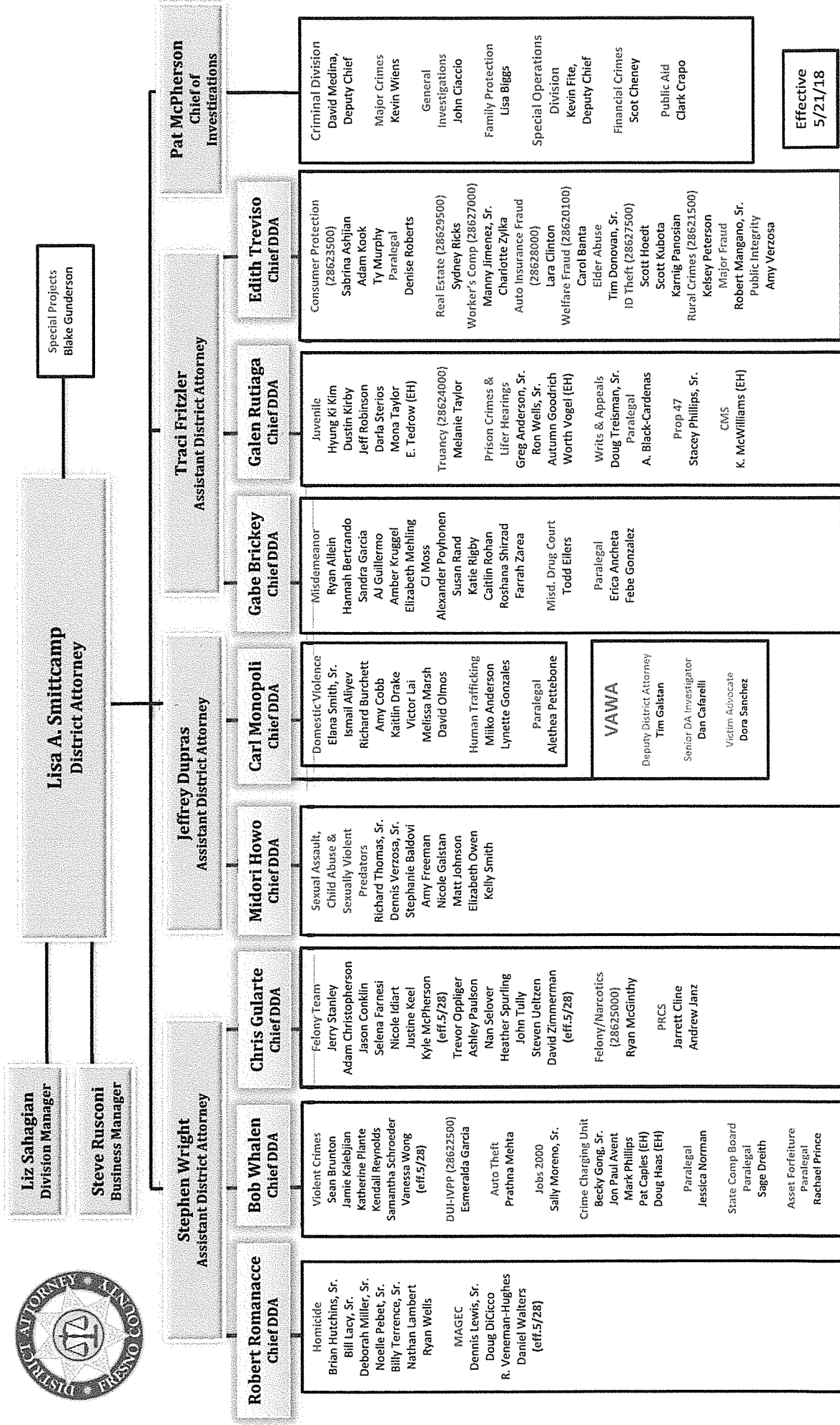
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### BUDGET CATEGORY AND LINE ITEM DETAIL

[illegible]

### BUDGET CATEGORY AND LINE ITEM DETAIL

[illegible]





## Operational Agreements (OA) Summary Form

List of Agencies/Organizations/Individuals		Date OA Signed (xx/xx/xxxx)	Dates of OA From: To:	
1.	Fresno County Probation-Victim/Witness	06/17/2016	07/01/2016	to 06/30/2019
2.	Fresno County Sheriff	06/17/2016	07/01/2016	to 06/30/2019
3.	Fresno County Social Services	06/17/2016	07/01/2016	to 06/30/2019
4.	Clovis Police Department	06/17/2016	07/01/2016	to 06/30/2019
5.	Coalinga Police Department	06/17/2016	07/01/2016	to 06/30/2019
6.	Firebaugh Police Department	06/17/2016	07/01/2016	to 06/30/2019
7.	Fowler Police Department	06/17/2016	07/01/2016	to 06/30/2019
8.	Huron Police Department	06/17/2016	07/01/2016	to 06/30/2019
9.	Kerman Police Department	06/17/2016	07/01/2016	to 06/30/2019
10.	Kingsburg Police Department	06/17/2016	07/01/2016	to 06/30/2019
11.	Marjorie Mason Center	06/17/2016	07/01/2016	to 06/30/2019
12.	Mendota Police Department	06/17/2016	07/01/2016	to 06/30/2019
13.	Orange Cove Police Department	06/17/2016	07/01/2016	to 06/30/2019
14.	Parlier Police Department	06/17/2016	07/01/2016	to 06/30/2019
15.	Rape Counseling Services	06/17/2016	07/01/2016	to 06/30/2019
16.	Reedley Police Department	06/17/2016	07/01/2016	to 06/30/2019
17.	Sanger Police Department	06/17/2016	07/01/2016	to 06/30/2019
18.	Selma Police Department	06/17/2016	07/01/2016	to 06/30/2019
19.	Westside Family Services Network	06/17/2016	07/01/2016	to 06/30/2019
20.	Community Regional Medical Center	06/17/2016	07/01/2016	to 06/30/2019

Use additional pages if necessary.

# CalOES POLICY AGREEMENT

## VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM

This Policy Agreement stands as evidence that the Fresno County District Attorney's Office intends to adopt the following policies:

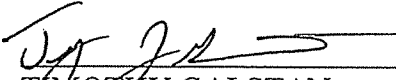
1. The Fresno County District Attorney's Office will make all reasonable prosecutorial efforts to resist pre-trial release of a charged defendant.
2. The Fresno County District Attorney's Office will make all reasonable efforts to utilize diversion alternatives only in appropriate cases.
3. The Fresno County District Attorney's Office will make all reasonable prosecutorial efforts to reduce the time between arrest and disposition of the case.
4. The Fresno County District Attorney's Office will ensure that the prosecutors, advocates, and investigators funded (in full or part) by this grant will maintain a reduced caseload.
5. The Fresno County District Attorney's Office will assign a prosecutor for a minimum of eighteen months.

This operational agreement shall be effective from July 1, 2017 through June 30, 2019.


We the undersigned, as authorized representatives of the Fresno County District Attorney's Office, do hereby approve this document.

  
LISA A. SMITTCAMP  
Fresno County District Attorney

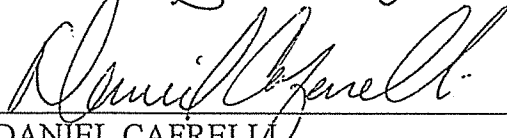
9/20/17  
Dated

  
TIMOTHY GALSTAN  
Fresno County VAWA Prosecutor

9-19-2017  
Dated

  
DORA SANCNEZ  
Fresno County VAWA Victim Advocate

9-19-2017  
Dated

  
DANIEL CAFRELLI  
Fresno County District Attorney Investigator

9-20-2017  
Dated

**OPERATIONAL AGREEMENT**  
**VIOLENCE AGAINST WOMEN VERTICAL**  
**PROSECUTION PROGRAM**

**Fresno County Probation**  
**James Rowland Crime Victim Assistance Center**  
**and**  
**Fresno County District Attorney's Office**

This Operational Agreement stands as evidence the Fresno County District Attorney's Office and the Fresno County Probation James Rowland Crime Victim Assistance Center; intend to work together toward the mutual goal of providing maximum available assistance for victims of domestic violence crime residing in Fresno County. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

Fresno County Probation James Rowland Crime Victim Assistance Center agrees to work with the Fresno County District Attorney's Office VAW-VP's Victim Advocate to provide services to targeted victims of domestic violence in the rural areas of Fresno County, particularly among the migrant worker and non-English speaking populations.

Fresno County Probation James Rowland Crime Victim Assistance Center agrees to provide court support and other related services to victims of domestic violence prosecute under the VAW-VP grant if the VAW-VP victim advocate is unable to do so.

Fresno County District Attorney Project staff will schedule and attend meetings between designated personnel to discuss strategies, timelines, and implementation of mandated services.

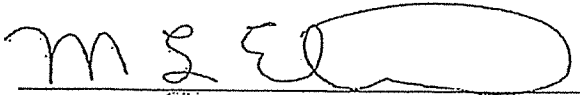
Coordination of services will be adjusted as needed through the exchange of updated information.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Fresno County Probation Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
MICHAEL L. ELLIOTT  
Interim Chief Probation Officer  
Fresno County Probation Department

Date 6/21/16

**OPERATIONAL AGREEMENT**  
**VIOLENCE AGAINST WOMEN VERTICAL**  
**PROSECUTION PROGRAM**

**Fresno County Sheriff's Office and the  
Fresno County District Attorney's Office**

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Fresno County Sheriff's Office intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

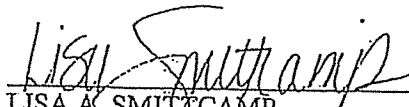
The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Fresno County Sheriff's Office to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to deputies on both a formal and informal basis.

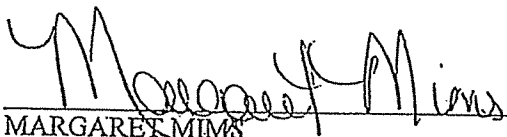
The Fresno County Sheriff's Office agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in Fresno County.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Fresno County Sheriff's Office, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
MARGARET MIMS  
Fresno County Sheriff

Date 6/14/16

# OPERATIONAL AGREEMENT

## VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM

### Fresno County Department of Social Services and the Fresno County District Attorney's Office

This Operational Agreement stands as evidence that the Fresno County Department of Social Services and the Fresno County District Attorney's Office intend to work together toward the mutual goal of providing maximum available assistance for juvenile victims of domestic violence crime residing in Fresno County. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordination/providing the following services:

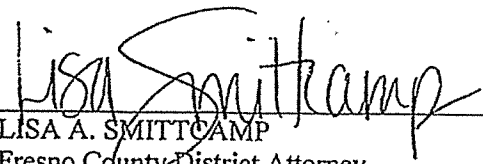
The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP will ensure that all rural law enforcement agencies cross report domestic violence cases involving children to Fresno County Department of Social Services for follow-up investigation.

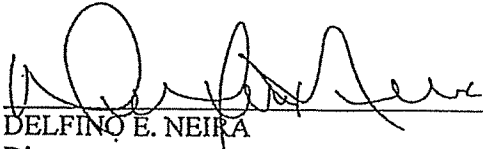
The Fresno County Department of Social Services agrees to assess and provide services as appropriate to child victims of domestic violence.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We, the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Fresno County Department of Social Services, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/30/16

  
\_\_\_\_\_  
DELFINO E. NEIRA  
Director  
Fresno County Department of Social Services

Date 6/28/16

# OPERATIONAL AGREEMENT

## VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM

### Clovis Police Department and the Fresno County District Attorney's Office

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Clovis Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Clovis Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.

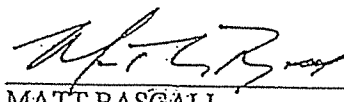
The Clovis Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Clovis Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
MATT BASGALL  
Chief of Clovis Police Department  
Clovis Police Department

Date 6/8/16

## OPERATIONAL AGREEMENT

### VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM

#### Coalinga Police Department and the Fresno County District Attorney's Office

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Coalinga Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Coalinga Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.

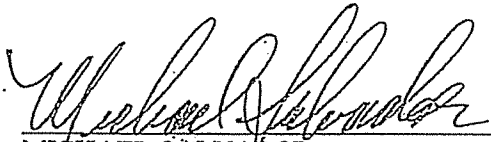
The Coalinga Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Coalinga Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
MICHAEL SALVADOR  
Chief of Coalinga Police Department  
Coalinga Police Department

Date 6-13-16

OPERATIONAL AGREEMENT  
VIOLENCE AGAINST WOMEN VERTICAL  
PROSECUTION PROGRAM

Firebaugh Police Department and the  
Fresno County District Attorney's Office.

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Firebaugh Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:


The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Firebaugh Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.

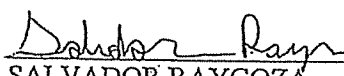
The Firebaugh Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Firebaugh Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
SALVADOR RAYGOZA  
Chief of Firebaugh Police Department  
Firebaugh Police Department

Date 6-1-16



# OPERATIONAL AGREEMENT

## VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM

### Fowler Police Department and the Fresno County District Attorney's Office

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Fowler Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Fowler Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.


The Fowler Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Fowler Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
MICHAEL BRAND  
Chief of Fowler Police Department  
Fowler Police Department

Date 6.3.16

**OPERATIONAL AGREEMENT**  
**VIOLENCE AGAINST WOMEN VERTICAL**  
**PROSECUTION PROGRAM**

**Huron Police Department and the  
Fresno County District Attorney's Office**

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Huron Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Huron Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.

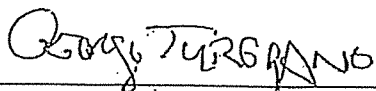
The Huron Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Huron Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITHCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
GEORGE TUREGANO  
Chief of Huron Police Department  
Huron Police Department

Date 6-15-16

OPERATIONAL AGREEMENT  
VIOLENCE AGAINST WOMEN VERTICAL  
PROSECUTION PROGRAM

Kerman Police Department and the  
Fresno County District Attorney's Office

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Kerman Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:


The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Kerman Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.

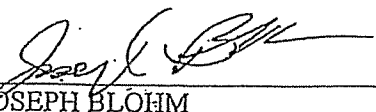
The Kerman Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Kerman Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
JOSEPH BLOHM  
Chief of Kerman Police Department  
Kerman Police Department

Date 6/9/16

**OPERATIONAL AGREEMENT**  
**VIOLENCE AGAINST WOMEN VERTICAL**  
**PROSECUTION PROGRAM**

**Kingsburg Police Department and the  
Fresno County District Attorney's Office**

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Kingsburg Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

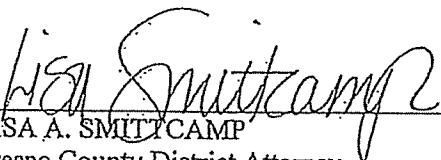
The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Kingsburg Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.


The Kingsburg Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Kingsburg Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
NEIL DADIAN  
Chief of Kingsburg Police Department  
Kingsburg Police Department

Date 6/13/16

**OPERATIONAL AGREEMENT**  
**VIOLENCE AGAINST WOMEN VERTICAL**  
**PROSECUTION PROGRAM**

**Marjaree Mason Center and the  
Fresno County District Attorney's Office**

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Marjaree Mason Center intend to work together toward the mutual goal of providing maximum available assistance for victims of domestic violence crime residing in Fresno County. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordination/providing the following services:

The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP victim advocate will coordinate with the Marjaree Mason Center victim advocate assigned to the Fresno County Sheriff's Department to insure that all VAW-VP victims have an advocate accompany them to each court appearance and on other occasions where required. Therefore, if an occasion arises where the VAW-VP is unavailable, a Marjaree Mason Center victim advocate will be available to assist VAW-VP victims in court.

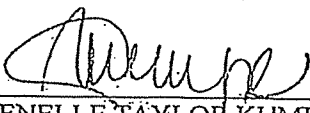
Battered women's support groups will also be available to VAW-VP grant victims as provided by the Marjaree Mason Center.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Marjaree Mason Center, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
GENELLE TAYLOR KUMPE  
Executive Director  
The Marjaree Mason Center

Date 6/11/2016

**OPERATIONAL AGREEMENT**  
**VIOLENCE AGAINST WOMEN VERTICAL**  
**PROSECUTION PROGRAM**

**Mendota Police Department and the  
Fresno County District Attorney's Office**

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Mendota Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:


The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Mendota Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.

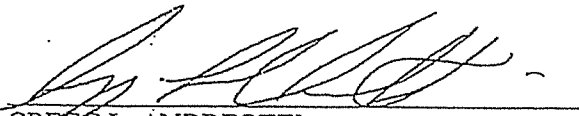
The Mendota Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Mendota Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
GREGG L. ANDREOTTI  
Chief of Mendota Police Department  
Mendota Police Department

Date 6/3/16

# OPERATIONAL AGREEMENT

## VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM

### Orange Cove Police Department and the Fresno County District Attorney's Office

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Orange Cove Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:


The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Orange Cove Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.


The Orange Cove Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Orange Cove Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
MARTY RIVERA  
Chief of Orange Cove Police Department  
Orange Cove Police Department

Date 6-14-16

## OPERATIONAL AGREEMENT

### VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM

#### Parlier Police Department and the Fresno County District Attorney's Office

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Parlier Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:

The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Parlier Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.

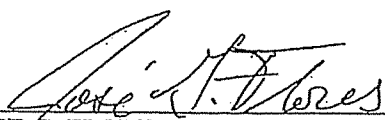
The Parlier Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Parlier Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITHCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
JOSE G. FLORES  
Chief of Parlier Police Department  
Parlier Police Department

Date 6/1/2016



## OPERATIONAL AGREEMENT

### VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM

#### Rape Counseling Services of Fresno County and the Fresno County District Attorney's Office

This Operational Agreement ("agreement") is made between the Fresno County District Attorney's Office and Rape Counseling Services of Fresno County, which consists of offices in downtown Fresno and in Firebaugh and was formerly known as the Resource Center for Survivors of Sexual Assault and Family Violence and the Carmen Meza Center ("RCS Fresno").

This agreement stands as evidence that the Fresno County District Attorney's Office and RCS Fresno intend to work together toward the mutual goal of providing maximum available assistance for victims of rape and sexual violence residing in Fresno County. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordination/providing the following services:

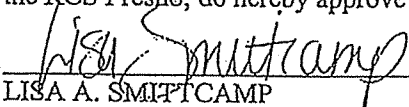
The Fresno County District Attorney's Office will enhance prosecution of rape and sexual violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious offenders in rural Fresno County. The rural areas of western Fresno County have large underserved communities of migrant workers.

The Fresno County District Attorney's Office VAW-VP victim advocate will coordinate with RCS Fresno to insure that all VAW-VP victims have a victim advocate accompany them to each court appearance and on other occasions where required. Therefore, if an occasion arises where the VAW-VP is unavailable, an RCS Fresno victim advocate will be available to assist VAW-VP victims for all cases arising in Fresno County, including rural areas. A bilingual Spanish/English RCS Fresno victim advocate can be dispatched.

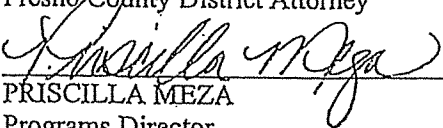
RCS Fresno will provide, upon request, counseling services to rape and sexual violence victims in the western rural areas of Fresno County. Counseling services are available in English and Spanish.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the RCS Fresno, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITHCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
PRISCILLA MEZA  
Programs Director  
Rape Counseling Services of Fresno County

Date 6.2.16

**OPERATIONAL AGREEMENT**  
**VIOLENCE AGAINST WOMEN VERTICAL**  
**PROSECUTION PROGRAM**

**Reedley Police Department and the  
Fresno County District Attorney's Office**

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Reedley Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:


The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Reedley Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.

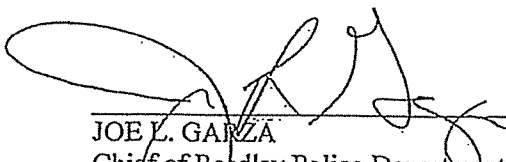
The Reedley Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Reedley Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
JOE L. GARZA  
Chief of Reedley Police Department  
Reedley Police Department

Date 6/14/16

OPERATIONAL AGREEMENT  
VIOLENCE AGAINST WOMEN VERTICAL  
PROSECUTION PROGRAM

Sanger Police Department and the  
Fresno County District Attorney's Office

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Sanger Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:


The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Sanger Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.

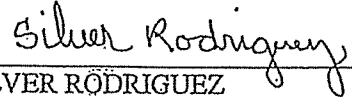
The Sanger Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Sanger Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
SILVER RODRIGUEZ  
Chief of Sanger Police Department  
Sanger Police Department

Date JUNE 1, 2016

**OPERATIONAL AGREEMENT**  
**VIOLENCE AGAINST WOMEN VERTICAL**  
**PROSECUTION PROGRAM**

**Selma Police Department and the  
Fresno County District Attorney's Office**

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and the Selma Police Department intend to work together toward the mutual goal of prosecuting domestic violence offenders and protecting the victims from future crimes of domestic violence. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordinating/providing the following services:


The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

The Fresno County District Attorney's Office VAW-VP Unit Prosecutor will coordinate with the Selma Police Department to insure that all VAW-VP cases are thoroughly investigated to ensure convictions. The Unit prosecutor will maintain close communications with and make training available to officers on both a formal and informal basis.


The Selma Police Department agrees to investigate, apprehend and assist in the prosecution of domestic violence crimes committed within their jurisdiction in the rural Fresno County area.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Selma Police Department, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMUTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
GREG GARNER  
Chief of Selma Police Department  
Selma Police Department

Date 6/11/16

1

# OPERATIONAL AGREEMENT

## VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM

### Westside Family Services Network and the Fresno County District Attorney's Office

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and Westside Family Preservation Services Network intend to work together toward the mutual goal of providing maximum available assistance for victims of domestic violence crimes residing in Fresno County. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordination/providing the following services:

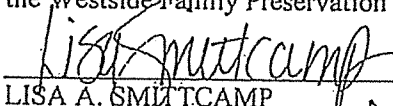
The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County. The population of Huron, California, includes a large underserved community of migrant workers.

The Fresno County District Attorney's Office VAW-VP victim advocate will coordinate with the Westside Family Preservation Services Network, to insure that all VAW-VP victims have a victim advocate accompany them to each court appearance and on other occasions where required. Therefore, if an occasion arises where the VAW-VP is unavailable, a Westside Family Preservation Services Network victim advocate will be available to assist VAW-VP victims in Huron, California. All Westside Family Preservation Services Network victim advocates are bilingual in Spanish.

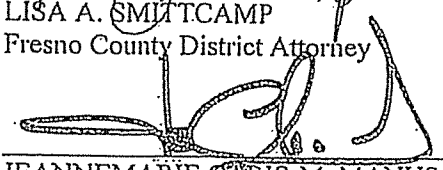
The Westside Family Preservation Services Network will provide, upon request, counseling services to domestic violence victims in the city of Huron, California. Counseling services are available in English and Spanish.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.

We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Westside Family Preservation Services Network, do hereby approve this document.

  
\_\_\_\_\_  
LISA A. SMITTCAMP  
Fresno County District Attorney

Date 6/17/16

  
\_\_\_\_\_  
JEANNEMARIE CARIS-McMANUS  
Executive Director of Services  
Westside Family Preservation Services Network

Date 6/13/16

# OPERATIONAL AGREEMENT

## VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM

**Fresno Community Hospital and Medical Center,  
dba Community Regional Medical Center and the  
Fresno County District Attorney's Office**

This Operational Agreement stands as evidence that the Fresno County District Attorney's Office and Fresno Community Hospital and Medical Center dba Community Regional Medical Center ("CRMC") intend to work together toward the mutual goal of providing maximum available assistance for victims of domestic violence crime residing in Fresno County. Both agencies believe that continued implementation of the Violence Against Women Vertical Prosecution Program (VAW-VP) will further this goal. To this end, each agency agrees to participate in the program by coordination/providing the following services:

The Fresno County District Attorney's Office will enhance prosecution of domestic violence offenders in rural Fresno County by assigning one prosecutor and one victim advocate to vertically prosecute serious domestic violence offenders in rural Fresno County.

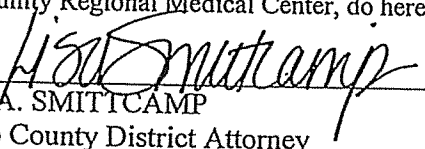
The Fresno County District Attorney's Office VAW-VP, will ensure that all efforts are made to protect domestic violence victim's medical privacy.

The Fresno County District Attorney's Office VAW-VP, will ensure that all efforts are made to minimize delay in the Court process and ensure that medical staff subpoenaed for testimony are kept informed of the Court process.

The CRMC agrees to provide domestic violence victims with medical screening and reporting as provided in California Health and Safety Code 1259.5, California Penal Code 273.5(a) and California Penal Code 11160. As defined in the Community Regional Medical Center Domestic Violence Screening and Reporting Policy, number 18989, medical staff of CRMC will notify RN/Clinical Supervisor regarding victim's plan of care.

This operational agreement shall be effective from July 1, 2016 through June 30, 2019.


We the undersigned, as authorized representatives of the Fresno County District Attorney's Office and the Community Regional Medical Center, do hereby approve this document.

  
LISA A. SMITTCAMP

Fresno County District Attorney

Date

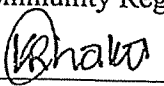
8/31/16

  
CRAIG A. WAGONER, CEO

Community Regional Medical Center

Date

08/30/16

  
KUDZI MUCHAKA, Associate Administrator

Women and Children's Services

Fresno Community Hospital and Medical Center,  
dba Community Regional Medical Center

Date

07/25/16

## PROJECT SUMMARY

<b>1. Subaward #:</b> VV18100100		<b>3. PERFORMANCE PERIOD</b>	
<b>2. PROJECT TITLE</b> Violence Against Women Vertical Prosecution		7/1/18 to 6/30/19	
<b>4. SUBRECIPIENT</b>		<b>5. GRANT AMOUNT</b> (this is the same amount as 12G of the Grant Subaward Face Sheet)	
Name:	County of Fresno	Phone:	(559) 600-4447
Address:	2220 Tulare Street, Suite 1000	Fax #:	(559) 600-4100
City:	Fresno	Zip:	93721-2107
<b>6. IMPLEMENTING AGENCY</b>			
Name:	Fresno County District Attorney	Phone:	(559) 600-4447
Address:	2220 Tulare Street, Suite 1000	Fax #:	(559) 600-4100
		City:	Fresno
		Zip:	93721-2107
<b>7. PROGRAM DESCRIPTION</b>			
<p>The Fresno County VAW-VP provides funding for one highly experienced level IV Deputy District Attorney to vertically prosecute domestic violence cases serving the rural communities of Fresno County. The program will also utilize a full time victim advocate to provide needed support to the victims of domestic violence and an investigator with at least three years experience working in the investigation of sexual assault, domestic violence, and/or stalking.</p>			
<b>8. PROBLEM STATEMENT</b>			
<p>Fresno County's cultural diversity, large rural population, and challenging economic factors pose a barrier to effective prosecution of domestic violence crimes, especially crimes affecting the under-served victims in the rural areas. In 2016 alone, the rural law enforcement agencies of Fresno County increased their requests to the District Attorney's Office for Felony Domestic Violence filings by 24% over the number requested in 2015. Fresno County has an alarmingly high incidence of DV related crime. Between January 1, 2016 and December 31, 2016, the Fresno County District Attorney's office reviewed 2,217 Felony Domestic Violence filing requests and filed 1,461 Felony Domestic Violence cases.</p>			
<b>9. OBJECTIVES</b>			
<ol style="list-style-type: none"><li>1. Increase prosecution and conviction rates of violent crimes against women, including domestic violence, sexual assault, dating violence and stalking, by accepting 35-45 cases per grant year.</li><li>2. Achieve vertical prosecution standards as measured by the number of cases to be prosecuted in each of the categories: True; Major Stage; Unit.</li><li>3. Ensure minimization of trauma to victims of specified crimes as measured in advocate employee direct services or referrals to local victim service agencies. During the grant period, the victim advocate will provide services to 35-45 victims.</li><li>4. During the grant period, the assigned prosecutor and victim advocate will attend four multidisciplinary meetings.</li></ol>			

**10. ACTIVITIES**

Activity 1: Prosecute a total of 35-45 cases.

Activity 2: Strive for True Vertical prosecution on majority of cases, by tracking, filing, & setting future court dates. Major Stage and Unit prosecution will be utilized only when scheduling conflicts

Activity 3A: Contact victims within 5 days of case acceptance to the VAWA unit.

Activity 3B: Provide victim services including support, transportation, educational materials, and agency referrals.

Activity 4: VAWA prosecutor and victim advocate will host and attend a Rural Round-table meeting quarterly.

**11. EVALUATION** (if applicable)**12. NUMBER OF CLIENTS**

(if applicable)

35 to 45 cases.

**13. PROJECT BUDGET**

(these are the same amounts as on Budget Pages)

	<b>Personal Services</b>	<b>Operating Expenses</b>	<b>Equipment</b>	<b>TOTAL</b>
	\$270,060			\$270,060
				\$0
				\$0
				\$0
				\$0
				\$0
<b>Totals:</b>	\$270,060	\$0	\$0	\$270,060



## OTHER FUNDING SOURCES

Complete this form to report the total funds available to support the activities related to accomplishing the goals and objectives of the Grant Subaward. In the "Grant Funds" column, report the Cal OES funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category and then calculate the totals by category in the "Program Total" column. Total each column to arrive at the total program funds available.

OTHER FUNDING SOURCES			
(Enter numbers without \$ or decimal points.)			
BUDGET CATEGORY	GRANT FUNDS <i>(Use only the grant funds identified in the preceding budget pages.)</i>	OTHER FUNDS	PROGRAM TOTAL
Personal Services	202,545	67,515	\$270,060
Operating Expenses	0	0	\$0
Equipment	0	0	\$0
TOTAL	\$202,545	\$67,515	\$270,060

## PRIOR, CURRENT AND PROPOSED Cal OES FUNDING

List all currently funded Cal OES projects and all Cal OES grants subawarded to the applicant during the last five fiscal years. Include the fiscal year of operation, the grant number and the amount of Cal OES funding. For current and proposed grants that include positions funded by more than one Cal OES grant, list these personnel by title and the percentage of the position funded by Cal OES. The percentage of funding must not exceed 100 percent for any one individual.

Example				
FISCAL YEAR	GRANT NUMBER	GRANT AMOUNT	PERSONNEL BY TITLE	PERCENTAGE PAID BY Cal OES
2014-15	DV14120010	\$50,000	Project Director	25%
2014-15	RC14210010	\$67,000	Project Director	25%
2014-15	AT14100010	\$68,000	Project Director	50%

PRIOR, CURRENT AND PROPOSED Cal OES FUNDING				
FISCAL YEAR	GRANT NUMBER	GRANT AMOUNT	PERSONNEL BY TITLE	% OF Cal OES FUNDING
2017-18	ES17010100	250,000	Paralegal	50%
2017-18	VV17090100	218,000	Deputy District Attorney	75%
2017-18	VV17090100		Victim/Witness Advocate	60%
2017-18	VV17090100		Senior DA Investigator	11.45%
2016-17	VV16080100	202,545	Deputy District Attorney	75%
2016-17	VV16080100		Victim/Witness Advocate	60%
2016-17	VV16080100		Senior DA Investigator	17%
2015-16	VV15070100	212,897	Deputy District Attorney	75%
2015-16	VV15070100		Victim/Witness Advocate	75%

## 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.

Fresno\*

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.

18th District  
19th District  
20th District\*  
21st 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.

23rd District  
31st 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  
16th District\*

5. POPULATION OF SERVICE AREA: Enter the total population of the area served by the project.

989,255