



Contract Number

22-664

SAP Number

District Attorney

Department Contract Representative	Claudia Walker
Telephone Number	(909) 382-3669
Contractor	City of Barstow
Contractor Representative	Chris Kirby
Telephone Number	(760) 255-5131
Contract Term	January 1, 2022 – December 31, 2022
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	4502001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County District Attorney (County) has applied for and received a grant award for County Victim Services (XC grant) from the California Office of Emergency Services (Cal OES) and;

WHEREAS, the State of California, by and through the County Victim Services grant, permits a San Bernardino County Victim Advocate (Advocate) to be stationed in a non-County agency or organization in order to provide Victim Advocacy Services to improve the health, welfare, and quality of life of victims of crime, including children; and

WHEREAS, the City of Barstow (City) desires to have an Advocate assigned to the Barstow Police Department for the purpose of providing Victim Advocacy services, located at 220 E. Mountain View St., Barstow, CA 92311, and

WHEREAS, the County is willing to provide an Advocate to perform these services, and the parties are willing to enter into a nonfinancial agreement as set forth below;

NOW, THEREFORE, the County and City mutually agree to the following terms and conditions:

TABLE OF CONTENTS

<u>I.</u>	<u>DEFINITIONS</u>	3
<u>II.</u>	<u>Barstow Police Department RESPONSIBILITIES</u>	3
<u>III.</u>	<u>Barstow Police Department GENERAL RESPONSIBILITIES</u>	4
<u>IV.</u>	<u>COUNTY RESPONSIBILITIES</u>	8
<u>V.</u>	<u>FISCAL PROVISIONS</u>	9
<u>VI.</u>	<u>TERM</u>	9
<u>VII.</u>	<u>EARLY TERMINATION</u>	10
<u>VIII.</u>	<u>GENERAL PROVISIONS</u>	10
<u>IX.</u>	<u>CONCLUSION</u>	11

ATTACHMENTS

ATTACHMENT A – VICTIM ADVOCATE SERVICES

I. DEFINITIONS

- A. BPD** – Barstow Police Department and the City of Barstow. The City of Barstow is the entity with the legal authority to enter into an agreement for Barstow Police Department. All legally binding provisions in this agreement, attributed to BPD, shall be legally binding on the City of Barstow and the Barstow Police Department.
- B. Victim Advocate** – staff from San Bernardino County District Attorney Office (Bureau of Victim Services) who will be assigned to provide victim advocate services.

II. Barstow Police Department RESPONSIBILITIES

BPD shall:

- A.** Provide adequate office space, Internet connectivity, the ability to print to a duplex-capable printer, equipment, supplies, and office assistance for each Advocate as outlined below. Where County finds that the facilities, equipment, supplies, and/or BPD office assistance are inadequate, it reserves the right to refuse to assign any Advocate(s) BPD and/or immediately remove any assigned Advocate(s) until the situation is determined adequate by County.
 - 1. Adequate office space includes, but is not limited to, a dedicated, secure private interviewing/work area of at least 110 square footage to safely contain all the equipment and supplies, as well as the Advocate and two (2) other adults. There should also be a client waiting area separate from the interviewing/work area.
 - 2. Provide adequate and secure internet connectivity to allow wireless access from the Advocate's computer (provided by the District Attorney) to the District Attorney's network. If BPD requires that the Advocate electronically enter notes or services provided into BPD's case management system, BPD will obtain prior approval from the Chief or Assistant Chief of Victim Services, provide a computer for the Advocate, and provide training to the Advocate on the network and/or case management system. BPD and the District Attorney will maintain separate computer systems such that the computer issued to the Advocate by the District Attorney's office will only be used to access the District Attorney network and systems and any computer issued by BPD will only be used to access BPD's network and systems.
 - 3. Adequate office assistance includes, but is not limited to, answering the phone and taking messages when Advocate(s) are not present or providing a phone with voice mail capabilities.
- B.** Ensure BPD staff receives adequate instruction on applicable confidentiality regulations to protect/maintain the confidentiality of all applicants and recipients.
- C.** Ensure BPD employees make no attempt to exercise any control over County Staff or to influence County staff regarding any client or case action.
- D.** Contact the Chief of Victim Services or her designee with any concerns and/or suggestions for overcoming problem areas and/or changing procedures. The Chief of Victim Services will ensure consistency with County policies and procedures is maintained.
- E.** Provide County with three (3) copies of the applicable federal/state and BPD rules and regulations and provide training on police department policies and procedures, including but not limited to policies governing the receipt and use of confidential information, which may be applicable to the Advocate's job duties. Any exchange of confidential information shall only be used to enable the provision of services under this agreement and for the purpose expressly allowed by law.

- F. Provide County with a sixty (60) day prior written notice and justification of BPD's desire to increase or decrease the number of Advocate staff/hours.
- G. Understand and agree that County may or may not meet the amount of assigned Advocate time and/or staff requested based on limitations of County resources and personnel and County's ability to fill these positions.
- H. Not hold County responsible, financially or otherwise, for any action taken by the State, which would require the removal of the Advocate staff from BPD or termination of this contract in part, or whole.
- I. Ensure a safe working environment to the extent reasonably possible for Advocate staff.

III. BPD GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, BPD, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. BPD agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Federal Executive Order 12549. By signing this Contract, Contractor certifies that:
 - 1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department;
 - 2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and
 - 4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. BPD shall not be identified as suspended or debarred on the Federal System for Award Management's (SAM) excluded list. If at any time during the term of this Contract, the County determines BPD is identified as suspended or debarred on the SAM, BPD shall be considered in material breach of this Contract, and the County may result in immediate termination of this Contract.
- C. Without the prior written consent of the District Attorney or his/her designee, this Contract is not assignable by BPD either in whole or in part.
- D. BPD agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent BPD. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of BPD. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- E. If during the course of the administration of this Contract, the County determines that the BPD has made a material misstatement or misrepresentation or that materially inaccurate information has

been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

- F. BPD agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the District Attorney or his/her designee. Any subcontractor shall be subject to the same provisions as BPD. BPD shall be fully responsible for the performance of any subcontractor.
- G. BPD shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change and shall immediately notify the County of changes in telephone or fax numbers.
- H. BPD shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. BPD or designee must respond to County inquiries within two (2) County business days.
- I. BPD shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The BPD shall not use or disclose any identifying information for any other purpose other than carrying out the BPD's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after termination of this Contract.
- J. Indemnity and Insurance – The BPD and the County agree to and shall comply with the following indemnification and insurance requirements.

- 1. Indemnification – The BPD agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Contract by BPD but only to the extent such claims, actions, losses, damages, and/or liability are caused by or result from the negligence or intentional acts or omissions of the BPD, its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

The County agrees to indemnify, defend (with counsel reasonably approved by the BPD) and hold harmless the BPD and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Contract by County but only to the extent such claims, actions, losses, damages, and/or liability are caused by or result from the negligence or intentional acts or omissions of the County, its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

In the event that the County and/or the BPD are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the County and/or the BPD shall indemnify the other to the extent of its comparative fault.

- 2. Additional Insured – BPD will ensure all policies in respect to this Contract, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured's with respect to liabilities arising out of the performance of services hereunder. County will ensure all policies in respect to this Contract, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the BPD and its officers, employees, agents and volunteers as additional insured's with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such

additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights – BPD shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. BPD hereby waives all rights of Subrogation against the County.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administrated by the County.
5. Severability of Interests – The BPD agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the BPD and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The BPD and County shall furnish Certificates of Insurance to the departments administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the department, and the BPD and the County shall maintain such insurance from the time the BOD commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County or the BPD has the right, but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary.
10. Insurance Review –
 - a. Insurance requirements are subject to periodic review by the County of BPD. The Director of Risk Management or designee for the County is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the requires insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County.
 - b. Any Change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. The BPD and County agree to execute any such amendment within thirty (30) days of receipt.
 - c. Any failure, actual or alleged, on the part of the BPD or County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the BPD or County.

11. Insurance Specifications – The BPD and County agree to provide insurance set forth in accordance with the requirements herein. The type(s) of insurance required is determined by the scope of the Contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, The BPD and County shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If BPD has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are identified as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director if Risk Management.

With respect to Agencies that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The BPD and County shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor or County providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

Premises operations and mobile equipment.

Products and completed operations.

Broad form property damage (including completed operations).

Explosion, collapse and underground hazards.

Personal injury

Contractual liability.

\$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance (County only) – The County's primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the County is transporting one or more non-employee passengers in performance of Contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the County owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "drop-down" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
12. Self-Insured – If the BPD or County is self-insured for purposes of professional liability, general liability, and Workers' Compensation, the self-insured BPD or County warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of BPD's or County's performance of this Contract.
- K. BPD shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. BPD shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
 - L. BPD shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
 - M. BPD understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the BPD's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
 - N. BPD agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or BPD's relationship with County shall not be made or used without prior written approval of the Public Affairs Officer of the District Attorney Department or his or her designee.

IV. COUNTY RESPONSIBILITIES

County shall:

- A. Provide the Victim Advocate Services set forth in Attachment A to this Contract.
- B. Provide the Advocate a computer and office furniture in a designated office at BPD.
- C. Make a good faith effort to employ and train the number of Advocates required to handle the workload for BPD.
- C. Schedule the Advocate(s) at BPD on weekdays only (Monday through Friday). Advocate(s) shall not be available on weekends, evenings, nights, County holidays, or 9/80 off days except if there is an incident of mass violence. Advocate(s) shall not work in excess of eighty hours during a two-week pay period.
- D. Be under no obligation to provide replacement Advocate(s) in the event an assigned Advocate is temporarily absent for any reason. County shall make a good faith effort to provide coverage of BPD during planned and unplanned absences within the limitations of County resources and personnel.
- E. Maintain sole authority and responsibility for the assignment and/or reassignment of all County staff, including assignment and tasks required to be completed pursuant to this Contract.
- F. Provide for supervision of the Advocate(s) by a Supervising Victim Advocate and for management by the Assistant Chief of Victim Services or the Chief of Victim Services.
- G. Have sole responsibility of supervising County staff, and BPD shall not exercise any control or supervision over County staff. Any concerns or suggestions shall be taken to the Supervising Victim

Advocate or the staff designated by the Chief or Assistant Chief of Victim Services. This paragraph does not preclude BPD staff from consulting with the Advocate regarding any victim or case action.

- H. Review the applicable BPD rules and regulations provided to County by BPD. BPD is to provide to County any rules or regulations that are in writing and not already covered by this Contract. County will assure that Advocate(s) assigned to BPD conform to the reasonable rules and regulations of BPD which are not in conflict with County rules and regulations and which are applicable to BPD employees.
- I. Maintain a log of cases taken and the disposition of cases, for County and BPD purposes.
- J. Provide BPD with information to enable BPD to refer only clients who are potentially eligible for Victim Advocate services.
- K. Provide interpreters for clients when BPD interpreters are not available.
- L. Provide an appointment calendar to be used jointly by the Advocate(s) and BPD staff in setting appointments with the Advocate(s).
- M. Require Advocate(s) to refer clients who request alternative or additional services to the appropriate resource.
- N. Ensure that all clients are processed in accordance with the applicable state statutes/regulations and County policies.

V. FISCAL PROVISIONS

- A. There shall be no financial remuneration to the County provided that Federal/State funding for the Victim Advocate services is not decreased or withdrawn.

However, if the Federal/State funding for Victim Advocate services is decreased or withdrawn, BPD will choose from one of the following options:

- 1. Retain the Out stationed Advocate(s) at the BPD site and reimburse the County on the productive hourly rate of salary, benefits, and overhead of an Advocate to be calculated at the time the decreased/withdrawn funding occurs;

OR

- 2. Remove the Out stationed Advocate(s) from the BPD site and terminate the Contract.

- B. If BPD chooses to reimburse the County per Paragraph A, Item 1, above, any payments to the County shall commence within thirty (30) days of County notification to BPD. BPD shall then submit monthly payments to the County within ten (10) days following the service month. Monthly payments, along with all supporting documentation, are to be sent to:

San Bernardino County
Office of the District Attorney
Attention: Chief of Administration or Chief of Victim Services
303 West 3rd Street, 6th Floor
San Bernardino, CA 92415

VI. TERM

This Contract is effective as of January 1, 2022 and expires December 31, 2022 in accordance with the grant period. This contract may be terminated earlier in accordance with provisions of Section VII of the Contract. If grant funding is renewed in successive years, the contract term will change to match the grant period of the given year and be renewed upon agreement and signature by BPD and San Bernardino County.

VII. EARLY TERMINATION

The County may terminate the Contract immediately under the provisions of Section III, Paragraph D, and Section VIII, Paragraph C, of the Contract. In addition, the Contract may be terminated without cause by the County or BPD by serving a written notice to either party thirty (30) days in advance of termination. The District Attorney or his designee is authorized to exercise the County's rights with respect to any termination of this Contract.

VIII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

BPD: City of Barstow
 Barstow Police Department
 220 East Mountain View Street
 Barstow, CA 92311

County: San Bernardino County
 Office of the District Attorney
 Chief of Victim Services
 303 West 3rd Street, 6th Floor
 San Bernardino, CA 92415

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. BPD shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

BPD shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from BPD. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.

G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in San Bernardino County, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

IX. CONCLUSION

- A. This Contract, consisting of twelve (12) pages, is the full and complete document describing services to be rendered including all covenants, conditions and benefits.
- B. The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request

SAN BERNARDINO COUNTY

By 
Curt Hagman, Chairman, Board of Supervisors
FEB 06 2022

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By 
Lynna Monell,
Clerk of the Board of Supervisors
San Bernardino County

City of Barstow
(Print or type name of corporation, company, contractor, etc.)

By 
(Authorized signature - sign in blue ink)

Name Andrew Espinoza
(Print or type name of person signing contract)

Title Chief of Police
(Print or Type)

Dated: 01/12/2022

Address 220 E. Mountain View St.
Barstow, CA 92311

FOR COUNTY USE ONLY

Approved as to Legal Form

By 
Katherine Hardy, Deputy County Counsel

Date 1-12-22

Reviewed for Contract Compliance

By _____

Date _____

Reviewed/Approved by Department

By 
Jason Anderson, District Attorney

Date 1/31/22

ATTACHMENT A – VICTIM ADVOCATE SERVICES

Police Based Advocacy Program

The San Bernardino County District Attorney's Office Bureau of Victim Services is committed to improving, enhancing, and expanding victim services throughout law enforcement agencies. The Victim Advocate assigned to provide services will be located within the Barstow Police Department. The Advocate will assist victims of crime within the city of Barstow and outlying communities. The victim advocate will respond to crime scenes (once secured) and other locations upon request from law enforcement to provide the following advocacy services to victims and witnesses, including, but not limited to:

- Immediate crisis intervention (short-term emotional and physical care) in person or by telephone
- Crisis counseling if needed
- Emergency needs assessment for food, shelter, clothing, medical care and transportation
- Accompaniment during medical exams as requested
- Referrals to San Bernardino County services, qualified professionals, or Community Based Organizations for services
 - Counselors and/or counseling agencies
 - State of California Victim Compensation claim assistance
- Orientation to the criminal justice system
- Emergency Relocation assistance, Temporary Lodging assistance
- Notifications of the status of the case(s) involving the victim
- Assistance with victim impact statement
- Travel assistance to and from Court proceedings
- Assistance with obtaining childcare during Court proceedings

Example of how services will be provided

The Victim Advocate will be well versed in the department's investigative process in order to better explain the process to victims and witnesses.

Contact with victims will be initiated through various means:

- Victim Services brochure provided by law enforcement to victim
- Telephone contact
- Police reports provided to the Victim Advocate
- At the crime scene
- Police Department walk-ins

The Victim Advocate will provide an orientation to criminal justice system and process and can provide assistance with victim impact statements, assistance in securing child care so that the victim can attend court and arrange for travel and accompaniment to court and criminal justice offices if the case is filed by the District Attorney's office.