



Contract Number

SAP Number

District Attorney

Department Contract Representative	<u>Claudia Walker</u>
Telephone Number	<u>(909) 382-3669</u>
Contractor	<u>City of Ontario</u>
Contractor Representative	<u>Michael Lorenz</u>
Telephone Number	<u>(909) 395-2001</u>
Contract Term	<u>November 15, 2022 – September 30, 2023</u>
Original Contract Amount	<u>Non-financial</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>4502001000-3000075</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the State of California, by and through the victim witness assistance program (VW) grant funded through CalOES, 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 Ontario (City) desires to have an Advocate assigned to the Ontario Police Department for the purpose of providing Victim Advocacy services, located at 2500 S. Archibald Ave., CA 91761, and

WHEREAS, San Bernardino County (County) is willing to provide an Advocate to perform these services, and the parties are willing to enter into a non-financial agreement as set forth below;

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

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ATTACHMENTS

ATTACHMENT A – VICTIM ADVOCATE SERVICES

I. DEFINITIONS

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

II. Ontario Police Department RESPONSIBILITIES

OPD 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 OPD office assistance are inadequate, the County will provide the City with notice and provide the City with reasonable time to cure.
 - 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 OPD requires that the Advocate electronically enter notes or services provided into OPD's case management system, OPD 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. OPD 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 OPD will only be used to access OPD'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 OPD staff receives adequate instruction on applicable confidentiality regulations to protect/maintain the confidentiality of all applicants and recipients.
- C.** Ensure OPD employees make no attempt to exercise any control or supervision 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 OPD 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 purposes expressly allowed by law.
- F.** Provide County with a sixty (60) day prior written notice and justification of OPD'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 OPD or termination of this contract in part, or whole.
- I. Ensure a safe working environment to the extent reasonably possible for Advocate staff.

III. OPD GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, OPD, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County. OPD agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Federal Executive Order 12549 (51 FR 6370). By signing this Contract, OPD 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. OPD 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 OPD is identified as either suspended or debarred on the SAM, OPD 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 OPD either in whole or in part.
- D. OPD agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent OPD. 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 OPD. 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 OPD 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. OPD 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 OPD. OPD shall be fully responsible for the performance of any subcontractor.

- G. OPD 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 County of changes in telephone or fax numbers.
- H. OPD 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. OPD or designee must respond to County inquiries within two (2) County business days.
- I. OPD 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 OPD shall not use or disclose any identifying information for any other purpose other than carrying out the OPD's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
- J. Indemnity and Insurance – The OPD and the County agree to and shall comply with the following indemnification and insurance requirements:

- 1. Indemnification – The OPD 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 OPD 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 OPD, 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 OPD) and hold harmless the OPD 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 OPD 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 OPD shall indemnify the other to the extent of its comparative fault.

- 2. Additional Insured – OPD and the 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 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 OPD 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 or OPD to vicarious liability but shall allow coverage for the County or OPD 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 - OPD 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 OPD and OPD's employees or agents from waiving the right of subrogation prior to a loss or claim. OPD hereby waives all rights of subrogation against the County.

4. The County shall require the carriers of required coverages to waive all rights of subrogation against the OPD, 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. The County hereby waives all rights of subrogation against the OPD.
 5. Severability of Interests – The OPD 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 OPD and the County or between the County and any other insured or additional insured under the policy.
 6. Insurance Self-Insured – The OPD and County are self-insured for purposes of professional liability, general liability, and Workers' Compensation, the self-insured OPD and County each 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 OPD's or County's performance of this Contract.
- K. OPD 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. OPD 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. OPD 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. OPD understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the OPD'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. OPD agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or OPD'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 OPD.
- C. Make a good faith effort to employ and train the number of Advocates required to handle the workload for OPD.
- C. Schedule the Advocate(s) at OPD 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 OPD 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 OPD 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 OPD staff from consulting with the Advocate regarding any victim or case action.
- H. Review the applicable OPD rules and regulations provided to County by OPD. OPD 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 OPD conform to the reasonable rules and regulations of OPD which are not in conflict with County rules and regulations and which are applicable to OPD employees.
- I. Maintain a log of cases taken and the disposition of cases, for County and OPD purposes.
- J. Provide OPD with information to enable OPD to refer only clients who are potentially eligible for Victim Advocate services.
- K. Provide interpreters for clients when OPD interpreters are not available.
- L. Provide an appointment calendar to be used jointly by the Advocate(s) and OPD 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, OPD will choose from one of the following options:
 - 1. Retain the Outstationed Advocate(s) at the OPD 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 Outstationed Advocate(s) from the OPD site and terminate the Contract.
- B. If OPD 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 OPD. OPD 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 November 15, 2022 and expires September 30, 2023 in accordance with the end of 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 OPD 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 OPD 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.

OPD: City of Ontario Police Department
 Michael Lorenz, Chief of Police
 2500 South Archibald Avenue
 Ontario, CA 91761

County: San Bernardino County
 Office of the District Attorney
 Florida Alarcon, 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. OPD 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.

OPD shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from OPD. 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 ten (10) 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

IN WITNESS WHEREOF, San Bernardino County and OPD have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

City of Ontario

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

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

By ►

(Authorized signature - sign in blue ink)

Name Darlene Sanchez
(Print or type name of person signing contract)

Title Assistant City Manager
(Print or Type)

By ►

(Authorized signature - sign in blue ink)

Name Ruben Duran
(Print or type name of person signing contract)

Title City Attorney
(Print or Type)

Dated: _____

Address 2500 S. Archibald Ave

Ontario, CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Katherine Hardy, County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
Jason Anderson, District Attorney

Date _____

ATTACHMENT A – VICTIM ADVOCATE SERVICES

Police Based Advocacy Program

The Victim Advocate assigned to provide services will be located within the Ontario Police Department. The Advocate will assist victims of crime who reside or work in Ontario, California. 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 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, 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.