

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO AND SAN BERNARDINO COUNTY, CA

CONCERNING DISTRIBUTION OF THE
2024 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ____ day of _____, 2024, by and between SAN BERNARDINO COUNTY, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the City of San Bernardino (hereinafter referred to as "CITY"), acting by and through its governing body, the City Council, both of whom are situated within San Bernardino County, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to the CITY its grant allocation from the Justice Assistance Grant (JAG) award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from the CITY under this agreement for administrative fees toward the administration of the CITY's program during the entire permissible duration of said program; and the CITY agrees to deposit its JAG award funds into a separate trust account in accordance with JAG guidelines; and the CITY agrees to the five percent (5%) reduction of its grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the CITY agrees that it is its responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to release to the CITY its grant allocation from the JAG award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from the CITY under this Agreement for administrative fees toward the administration of the CITY'S program during the entire permissible duration of said program.

Section 2.

The CITY agrees to deposit its JAG award funds into a separate trust account in accordance with the JAG guidelines; and the CITY agrees to the five percent (5%) reduction of its grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; the CITY agrees that it is its responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

Section 3.

The CITY agrees to enter into a sub-award grant agreement with the COUNTY in order to acknowledge receipt of the federal award information and applicable compliance requirements, including special conditions for its sub-award, before receiving JAG award funds.

Section 4.

The CITY agrees to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 6.

Nothing arising from this Agreement shall impose any liability for claims or actions against the CITY other than what is authorized by law.

Section 7.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF SAN BERNARDINO, CA

SAN BERNARDINO COUNTY, CA

City Manager

Dawn Rowe
Chair, County Board of Supervisors

ATTEST:

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

City Clerk

APPROVED AS TO FORM:

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

City Attorney

APPROVED AS TO FORM:

*Tom Bunton
County Counsel

by: Daniella Hernandez, Deputy

*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.

**2024 Justice Assistance Grant
Appendix 1**

JAG 2024 - SAN BERNARDINO COUNTY - LOCAL ALLOCATIONS			
Jurisdiction	Allocation	5% Administrative Fee	Award
San Bernardino County	\$119,907	-\$5,995	\$113,912
City of San Bernardino	\$190,631	-\$9,532	\$181,099
Total	\$310,538	-\$15,527	\$295,011