



Contract Number  
**24-1024**

SAP Number


## Law and Justice Group Administration

<b>Department Contract Representative</b>	<b>Kellie Byward, Chair</b>
<b>Telephone Number</b>	909-387-5005
<b>Contractor</b>	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
<b>Contractor Representative</b>	Fadumo Tahlil, State Policy Advisor, DOJ/OJP/BJA
<b>Telephone Number</b>	202-598-9805
<b>Contract Term</b>	10/1/2023 – 9/30/2027
<b>Original Contract Amount</b>	\$310,538.00
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$310,538.00
<b>Cost Center</b>	113-000-2363

**Briefly describe the general nature of the contract:** *Agreement between the County and the City of San Bernardino (City) as disparate jurisdictions for the 2024 Edward Byrne Memorial Justice Assistance Grant. The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requires disparate jurisdictions to enter into a Memorandum of Understanding (MOU) that outlines who will serve as the applicant/fiscal agent for the joint funds. The MOU provides for allocation to the City in the amount of \$181,099, and \$113,912 to the County. The MOU also provides for a 5% administrative fee of \$15,527, which will be used to offset staffing expenses for the Law and Justice Group. No matching funds are required. The term of the agreement is from October 1, 2023 to September 30, 2027.*

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶   
Daniella V. Hernandez, County Counsel

Date 10/17/2024

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

SAN BERNARDINO COUNTY, CA

*Dawn Rowe*  
\_\_\_\_\_  
Dawn Rowe  
Chair, County Board of Supervisors OCT 22 2024

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

*Lynna Monell*  
\_\_\_\_\_  
Lynna Monell, Deputy  
Clerk of the Board of Supervisors  
of San Bernardino County

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**

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