



Contract Number

22-1113

SAP Number

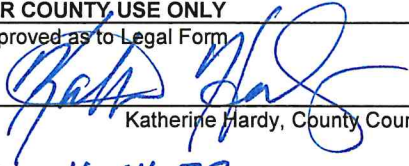
Law and Justice Group Administration

Department Contract Representative	Edward Barry, L&JG Chair
Telephone Number	909-387-5005
Contractor	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Contractor Representative	Elaine Smokes, BJA State Policy Advisor
Telephone Number	202-598-7139
Contract Term	10/1/2021 – 9/30/2025
Original Contract Amount	\$843,309
Amendment Amount	N/A
Total Contract Amount	\$843,309
Cost Center	113-000-2360

Briefly describe the general nature of the contract: Agreement between San Bernardino County, the Towns of Apple Valley and Yucca Valley, and the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Victorville, and Yucaipa as disparate jurisdictions for the 2022 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 allocations to the participating Subrecipient agencies in the amount of \$693,911, and \$107,233 for the County. The MOU also provides for a 5% administrative fee of \$42,165, 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, 2021 to September 30, 2025.

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Katherine Hardy, County Counsel

Date 11-14-22

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____

INTERLOCAL AGREEMENT
BETWEEN THE TOWNS OF APPLE VALLEY AND YUCCA VALLEY, THE CITIES OF
ADELANTO, BARSTOW, CHINO, COLTON, FONTANA, HESPERIA, HIGHLAND,
MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN
BERNARDINO, UPLAND, VICTORVILLE, YUCAIPA, AND SAN BERNARDINO COUNTY, CA

CONCERNING DISTRIBUTION OF THE
2022 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ____ day of _____, 2022, by and between SAN BERNARDINO COUNTY, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWNS (hereinafter referred to as "TOWNS") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Councils and City Councils, all 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 TOWNS and CITIES their respective grant allocation from the 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 TOWNS and CITIES under this agreement for administrative fees toward the administration of TOWNS' and CITIES' programs during the entire permissible duration of said programs; and TOWNS and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWNS and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWNS and CITIES each agree that it is their 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 TOWNS, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and TOWNS and CITIES agree as follows:

Section 1.

COUNTY agrees to release to TOWNS and CITIES their respective 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

TOWNS and CITIES under this agreement for administrative fees toward the administration of the TOWNS' and CITIES' programs during the entire permissible duration of said programs.

Section 2.

TOWNS and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWNS and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWNS and CITIES each agree that it is their 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.

TOWNS and CITIES agree 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 each sub-award, before receiving grant funds.

Section 4.

TOWNS and CITIES agree 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 TOWNS and/or CITIES 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.

TOWN OF APPLE VALLEY, CA

Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

SAN BERNARDINO COUNTY, CA


Curt Hagman
Chair, County Board of Supervisors

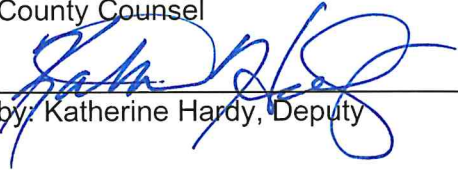
SIGNED AND CERTIFIED THAT A COPY
OF THIS HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD:



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

APPROVED AS TO FORM:

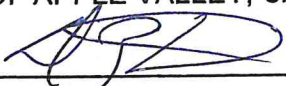
*Tom Bunton
County Counsel


by: Katherine Hardy, Deputy

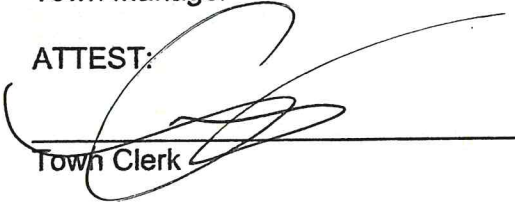
*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval 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.

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

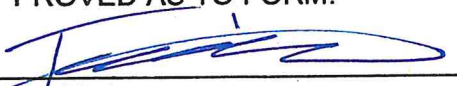
TOWN OF APPLE VALLEY, CA


Town Manager

ATTEST:


Town Clerk

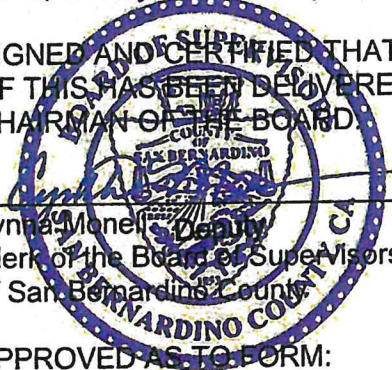
APPROVED AS TO FORM:


Town Attorney

SAN BERNARDINO COUNTY, CA


Curt Hagman
Chair, County Board of Supervisors

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


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

APPROVED AS TO FORM:

*Tom Bunton
County Counsel


by: Katherine Hardy, 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.

~~CITY OF ADELANTO, CA~~

~~ATTEST:~~

APPROVED AS TO FORM:

[illegible]

~~CITY OF ADELANTO, CA~~

~~ATTEST:~~

APPROVED AS TO FORM:

Todd O'Brien
City Attorney

/ / / / /

CITY OF BARSTOW, CA

ATTEST:

APPROVED AS TO FORM:

[illegible]

CITY OF CHINO, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
SIGNED IN COUNTERPART

City Attorney

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Fred Galante
City Attorney

City Attorney

[illegible]

CITY OF FONTANA, CA

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

[illegible]

CITY OF HIGHLAND, CA

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF MONTCLAIR, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

/

CITY OF ONTARIO, CA

Darlene M. Sanchez
Assistant City Manager

ATTEST:

Ash City Clerk

APPROVED AS TO FORM:

City Attorney

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CITY OF RANCHO CUCAMONGA, CA

ATTEST:

APPROVED AS TO FORM:

City Attorney

Page 14

CITY OF REDLANDS, CA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Page 15

CITY OF RIALTO, CA

ATTEST:

APPROVED AS TO FORM:

[illegible]

CITY OF SAN BERNARDINO, CA


City Manager

~~ATTEST:~~

ATTEST:



City Clerk

APPROVED AS TO FORM:

City Attorney

[illegible]

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

CITY OF YUCAIPA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

MOU – 2022 Justice Assistance Grant

**2022 Justice Assistance Grant
Appendix 1**

Jurisdiction	Allocation	5% Administrative Fee	Award
San Bernardino County	\$112,877	(\$5,644)	\$107,233
Adelanto	\$20,168	(\$1,008)	\$19,160
Apple Valley	\$25,382	(\$1,269)	\$24,113
Barstow	\$21,318	(\$1,066)	\$20,252
Chino	\$23,593	(\$1,180)	\$22,413
Colton	\$15,081	(\$754)	\$14,327
Fontana	\$54,036	(\$2,702)	\$51,334
Hesperia	\$36,220	(\$1,811)	\$34,409
Highland	\$24,257	(\$1,213)	\$23,044
Montclair	\$18,532	(\$927)	\$17,605
Ontario	\$51,505	(\$2,575)	\$48,930
Rancho Cucamonga	\$34,277	(\$1,714)	\$32,563
Redlands	\$19,401	(\$970)	\$18,431
Rialto	\$41,869	(\$2,093)	\$39,776
San Bernardino	\$224,860	(\$11,243)	\$213,617
Upland	\$24,309	(\$1,215)	\$23,094
Victorville	\$73,641	(\$3,682)	\$69,959
Yucaipa	\$11,605	(\$580)	\$11,025
Yucca Valley	\$10,378	(\$519)	\$9,859
Total	\$843,309	(\$42,165)	\$801,144