

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

260-299

SAP Number

Law and Justice Group Administration

Department Contract Representative	Brent Martin, Chair
Telephone Number	909-387-5786
Contractor	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Contractor Representative	Issa Legall, Grants Management Specialist, DOJ/OJP/BJA
Telephone Number	202-679-1274
Contract Term	10/1/2024 – 9/30/2028
Original Contract Amount	\$823,030.00
Amendment Amount	N/A
Total Contract Amount	\$823,030.00
Cost Center	1130002365
Grant Number (if applicable)	O-BJA-2025-172542

Briefly describe the general nature of the contract: *Agreement between the 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 2025 Justice Assistance Grant. The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requires disparate jurisdictions enter into an Interlocal Agreement that outlines who will serve as the applicant/fiscal agent for the joint funds. The Interlocal Agreement provides for allocations to the participating subrecipient agencies in the amount of \$659,595, and \$122,284 for the County. The Interlocal Agreement also provides for a 5% administrative fee of \$41,151, 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, 2024 to September 30, 2028.*

FOR COUNTY USE ONLY

Approved as to Legal Form Daniella V. Hernandez, County Counsel Date <u>04/09/26</u>	Reviewed for Contract Compliance Date _____	Reviewed/Approved by Department Date _____
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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
2025 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ____ day of _____, 2026, 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 TOWNS and CITIES acknowledge that under this Agreement they shall request reimbursement from COUNTY only for eligible expenditures that are properly documented and consistent with allowable JAG activities under the FY25 JAG guidelines and applicable federal guidelines, including 2 CFR Part 200 and Bureau of Justice Assistance (BJA) special conditions; and COUNTY agrees to reimburse TOWNS and CITIES for their respective grant allocations as reflected in Appendix 1, less five percent (5%) retained by COUNTY for administrative costs related to oversight and management of subawards, and TOWNS and CITIES acknowledge that the five percent (5%) administrative fee will be used by COUNTY to administer their programs during the permissible period of performance; and

WHEREAS, the TOWNS and CITIES agree that all JAG funds will be distributed and reimbursed in accordance with this Agreement and applicable FY25 JAG requirements.

WHEREAS, TOWNS and CITIES agree that they will enter into subrecipient agreements with COUNTY after the federal JAG award is received.

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

Section 1. Reimbursement of Funds

COUNTY shall reimburse TOWNS and CITIES for eligible expenditures incurred in connection with the FY25 JAG Award upon submission of proper documentation and verification that such costs comply with applicable federal requirements, including 2 CFR Part 200, and FY25 JAG guidelines. COUNTY shall retain five percent (5%) of the total JAG award for administrative purposes related to the management of subawards and compliance monitoring, as reflected in

Appendix 1. No funds shall be advanced prior to documented expenditures, and all reimbursement requests shall be subject to review and approval by COUNTY prior to payment.

Section 2. Fund Management and Allowable Expenditures

TOWNS and CITIES shall ensure that all expenditures submitted for reimbursement are consistent with allowable JAG uses and properly documented in accordance with federal regulations and the FY25 JAG requirements. When applicable, no expenditure shall be deemed eligible for reimbursement until the TOWN or CITY has completed all required federal certifications for its planned JAG-funded activity. These certifications may include, but are not limited to, the Certifications and Assurances by the Chief Executive of the Applicant Government, the Body-Worn Camera Policy Certification when body-worn camera expenditures are planned, the Body Armor Mandatory Wear Policy Certification when body armor is purchased, the Extreme Risk Protection Order Certification when ERPO-related activities are funded, the Unmanned Aircraft System (UAS) or Counter-UAS Certification when applicable, and any required documentation for the purchase of items otherwise prohibited without federal waiver. COUNTY shall not process reimbursements for any jurisdiction until all applicable certifications are provided.

TOWNS and CITIES acknowledge responsibility for compliance with all applicable federal regulations, including civil rights, anti-discrimination, and any special conditions imposed by the Bureau of Justice Assistance.

Section 3. Subrecipient Agreement

TOWNS and CITIES shall execute subrecipient agreements with COUNTY prior to commencing project activities under this Agreement or submitting any reimbursement requests under the FY25 JAG Award. These agreements shall include acknowledgment of the federal award, compliance with all applicable special conditions, responsibility for maintaining records, timely submission of programmatic and financial reports, and consent to monitoring or audit by COUNTY or federal authorities. Eligible costs incurred during the allowable period of performance may be reimbursed, provided such costs are allowable, properly documented, and incurred in compliance with applicable federal requirements and FY25 JAG guidelines. TOWNS and CITIES acknowledge that reimbursement is contingent upon full execution of the subrecipient agreement and compliance with its terms and applicable federal regulations.

Section 4. Reporting and Compliance

TOWNS and CITIES agree to provide COUNTY with any information or documentation requested to comply with federal reporting, monitoring, and audit requirements within five (5) business days of request. This includes supporting documentation for all expenditures submitted for reimbursement and performance measurement data.

Section 5. Liability

Nothing in this Agreement shall impose liability on COUNTY, TOWNS, or CITIES beyond that authorized by law. Each party is responsible for its own actions and shall not be liable for claims arising from another party's expenditures, reimbursement requests, or use of JAG funds.

Section 6. No Third-Party Rights

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

Section 7.

This Agreement does not create any obligations beyond those expressly set forth herein. TOWNS, CITIES, and COUNTY shall comply with all applicable federal and state laws governing the use of federal funds, including the FY25 JAG requirements, and any regulations issued by the Bureau of Justice Assistance or the Office of Justice Programs. Reimbursement shall be the sole method of disbursing JAG funds under this Agreement.

Section 8.

This Agreement shall be effective from October 1, 2024 and shall continue through September 30, 2028, unless amended by mutual agreement of all parties.

Section 9.

This Agreement shall be governed by the laws of the State of California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District.

Section 10.

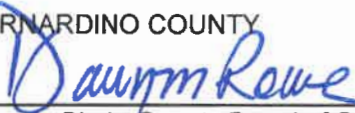
The parties are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

Section 11.

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail 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 Agreement upon request

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

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, County Board of Supervisors

Dated: APR 21 2026

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



Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

Deputy

APPROVED AS TO FORM:



*Daniella V. Hernandez, Deputy
County Counsel

*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.

TOWN OF APPLE VALLEY, CA

Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

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CITY OF UPLAND, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney
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**2025 Justice Assistance Grant
Appendix 1**

Jurisdiction	Allocation	5% Admin Fee	Award
San Bernardino County	\$ 128,720	\$ (6,436)	\$ 122,284
Adelanto	\$ 21,445	\$ (1,072)	\$ 20,373
Apple Valley	\$ 28,762	\$ (1,438)	\$ 27,324
Barstow	\$ 18,399	\$ (920)	\$ 17,479
Chino	\$ 22,357	\$ (1,118)	\$ 21,239
Colton	\$ 16,216	\$ (811)	\$ 15,405
Fontana	\$ 45,601	\$ (2,280)	\$ 43,321
Hesperia	\$ 38,861	\$ (1,943)	\$ 36,918
Highland	\$ 27,754	\$ (1,388)	\$ 26,366
Montclair	\$ 18,975	\$ (949)	\$ 18,026
Ontario	\$ 45,169	\$ (2,258)	\$ 42,911
Rancho Cucamonga	\$ 40,828	\$ (2,041)	\$ 38,787
Redlands	\$ 17,103	\$ (855)	\$ 16,248
Rialto	\$ 38,381	\$ (1,919)	\$ 36,462
San Bernardino	\$ 192,480	\$ (9,624)	\$ 182,856
Upland	\$ 17,415	\$ (871)	\$ 16,544
Victorville	\$ 80,648	\$ (4,032)	\$ 76,616
Yucaipa	\$ 13,025	\$ (651)	\$ 12,374
Yucca Valley	\$ 10,891	\$ (545)	\$ 10,346
Total	\$ 823,030	\$ (41,151)	\$ 781,879