



Contract Number  
**23-924**

SAP Number

## Law and Justice Group Administration

<b>Department Contract Representative</b>	<b>Michael Fermin, 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>	10/1/2022 – 9/30/2026
<b>Original Contract Amount</b>	\$909,431.00
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$909,431.00
<b>Cost Center</b>	113-000-2361

**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 2023 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 \$748,461, and \$115,498 for the County. The MOU also provides for a 5% administrative fee of \$45,472, 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, 2022 to September 30, 2026.*

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ *Glenn Crider*  
Deputy County Counsel  
Date 8/15/23

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  
2023 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 22 day of August, 2023, 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

SAN BERNARDINO COUNTY, CA

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Dawn Rowe  
Chair, County Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Town Attorney

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.









































**2023 Justice Assistance Grant  
Appendix 1**

<b>JAG 2023 - SAN BERNARDINO COUNTY - LOCAL ALLOCATIONS</b>			
<b>Jurisdiction</b>	<b>Allocation</b>	<b>5% Administrative Fee</b>	<b>Award</b>
San Bernardino County	\$121,577	-\$6,079	\$115,498
Adelanto	\$21,722	-\$1,086	\$20,636
Apple Valley	\$27,338	-\$1,367	\$25,971
Barstow	\$22,961	-\$1,148	\$21,813
Chino	\$25,411	-\$1,270	\$24,141
Colton	\$17,372	-\$869	\$16,503
Fontana	\$58,201	-\$2,910	\$55,291
Hesperia	\$39,011	-\$1,951	\$37,060
Highland	\$26,127	-\$1,306	\$24,821
Montclair	\$19,960	-\$998	\$18,962
Ontario	\$55,475	-\$2,774	\$52,701
Rancho Cucamonga	\$36,919	-\$1,846	\$35,073
Redlands	\$20,896	-\$1,045	\$19,851
Rialto	\$45,096	-\$2,255	\$42,841
San Bernardino	\$242,190	-\$12,109	\$230,081
Upland	\$26,182	-\$1,309	\$24,873
Victorville	\$79,317	-\$3,966	\$75,351
Yucaipa	\$12,499	-\$625	\$11,874
Yucca Valley	\$11,177	-\$559	\$10,618
<b>Total</b>	<b>\$909,431</b>	<b>-\$45,472</b>	<b>\$863,959</b>