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

CONCERNING DISTRIBUTION OF THE
2019 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 9th day of June, 2020, by and between THE COUNTY OF SAN BERNARDINO, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWN (hereinafter referred to as "TOWN") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Council and City Councils, all of whom are situated within the County of San Bernardino, 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 TOWN 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 TOWN and CITIES under this agreement for administrative fees toward the administration of TOWN's and CITIES' programs during the entire permissible duration of said programs; and TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWN 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 TOWN 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 TOWN, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

**NOW THEREFORE, the COUNTY and TOWN and CITIES agree as follows:**

**Section 1.**

COUNTY agrees to release to TOWN 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

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

**Section 2.**

TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWN 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; TOWN 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.**

TOWN 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.**

TOWN 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 TOWN 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

COUNTY OF SAN BERNARDINO, 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
Clerk of the Board of Supervisors
of the County of San Bernardino

APPROVED AS TO FORM:

_____
*Michelle Blakemore
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.

CITY OF ADELANTO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF BARSTOW, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF CHINO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF COLTON, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF FONTANA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF HESPERIA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF HIGHLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF MONTCLAIR, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF ONTARIO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF RANCHO CUCAMONGA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF REDLANDS, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF RIALTO, CA

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City Administrator

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF SAN BERNARDINO, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF UPLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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

CITY OF VICTORVILLE, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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**2019 Justice Assistance Grant**
**Appendix 1**

| Jurisdiction | Allocation | 5% Administrative Fee | Award |
|---|---|---|---|
| San Bernardino County | $63,383 | ($3,169) | $60,214 |
| Adelanto | $17,005 | ($850) | $16,155 |
| Apple Valley | $18,247 | ($912) | $17,335 |
| Barstow | $22,158 | ($1,108) | $21,050 |
| Chino | $15,342 | ($767) | $14,575 |
| Colton | $15,061 | ($753) | $14,308 |
| Fontana | $55,934 | ($2,797) | $53,137 |
| Hesperia | $23,798 | ($1,190) | $22,608 |
| Highland | $14,686 | ($734) | $13,952 |
| Montclair | $15,483 | ($774) | $14,709 |
| Ontario | $42,911 | ($2,146) | $40,765 |
| Rancho Cucamonga | $20,120 | ($1,006) | $19,114 |
| Redlands | $15,295 | ($765) | $14,530 |
| Rialto | $29,818 | ($1,491) | $28,327 |
| San Bernardino | $196,285 | ($9,814) | $186,471 |
| Upland | $16,560 | ($828) | $15,732 |
| Victorville | $55,911 | ($2,796) | $53,115 |
| **Total** | **$637,997** | **($31,900)** | **$606,097** |