

3 originals to Brenda
w/pink slip on 6/6/07

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF APPLE VALLEY AND THE CITIES OF 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
2007 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 5th day of JUNE, 2007, 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 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 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 CITY 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 additionally, 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 provide COUNTY with sufficient timely information on request as necessary for COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims or actions against TOWN and/or CITIES other than what is authorized by law.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Section 7.

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

Section 8.

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

COUNTY OF SAN BERNARDINO, CA

City Manager

PAUL BIANE

Chairman, County Board of Supervisors

ATTEST:

City Clerk

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board of Supervisors

City Attorney

APPROVED AS TO FORM:

*RUTH E. STRINGER
County Counsel

by: _____
Dennis Tilton, 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 BARSTOW, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF CHINO, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF COLTON, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF FONTANA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF HESPERIA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF HIGHLAND, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MONTCLAIR, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF ONTARIO, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF REDLANDS, CA


Jon Harrison, Mayor

ATTEST:


Lorrie Poyzer, City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF RIALTO, CA

City Administrator

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SAN BERNARDINO, CA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF RANCHO CUCAMONGA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF UPLAND, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF VICTORVILLE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2007 JAG AWARD DISTRIBUTION

Jurisdiction Name	JAG	5% Admin Fee	Pass Thru Amount
San Bernardino County	114,970	5,749	109,222
Apple Valley	24,300	1,215	23,085
Barstow City	27,953	1,398	26,555
Chino City	25,151	1,258	23,893
Colton City	25,967	1,298	24,669
Fontana City	85,917	4,296	81,621
Hesperia City	19,440	972	18,468
Highland City	21,071	1,054	20,017
Montclair City	23,342	1,167	22,175
Ontario City	97,907	4,895	93,012
Rancho Cucamonga City	33,452	1,673	31,779
Redlands City	34,871	1,744	33,127
Rialto City	98,298	4,915	93,383
San Bernardino City	284,109	14,205	269,904
Upland City	28,060	1,403	26,657
Victorville City	40,688	2,034	38,654
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Total	985,496	49,275	936,221

APPENDIX 1