

APPLICATION FOR

1. TYPE OF SUBMISSION Application Non-Construction		2. DATE SUBMITTED 06/28/2007	APPLICATION IDENTIFIER	
		3. DATE RECEIVED BY STATE	STATE APPLICATION IDENTIFIER	
		4. DATE RECEIVED BY FEDERAL AGENCY	FEDERAL IDENTIFIER	
5. APPLICANT INFORMATION				
Legal Name County of San Bernardino		Organizational Unit Law & Justice		
Address (city, state, and zip code) 175 West Fifth Street San Bernardino, California 92401-0061		Name and telephone number of the person to be contacted on matters involving this application Sue Morales (909) 382-7728		
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 95-6002748		7. TYPE OF APPLICANT County		
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE Number: 16.738 CFDA Title: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT 2007 Justice Assistance Grant		
12. AREAS AFFECTED BY PROJECT San Bernardino County, Town of Apple Valley, and the citi				
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICT(S) OF		
Start Date: 10/01/2006	Ending Date: 09/30/2010	a. Applicant CA26	b. Project CA26,CA41,CA25,CA42,CA43	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$985,496	Program has not been selected by state for review		
b. Applicant	\$0			
c. State	\$0			
d. Local	\$0			
e. Other	\$0			
f. Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
g. Total	\$985,496	N		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.				
a. Typed Name of Authorized Representative Mark Uffer		b. Title CEO	c. Telephone number (909) 387-5417	
d. Signature of Authorized Representative		e. Date Signed		

Previous Editions Not Usable

Standard Form 424 (Rev 4-88)
Prescribed by OMB Circular A-102

**2007
JUSTICE ASSISTANCE GRANT**

**COUNTY OF SAN BERNARDINO, CALIFORNIA
Attachment 1
Program Narrative**

The County of San Bernardino deals with disparate geographic and demographic problems that make response to criminal justice issues difficult and challenging. The 2007 JAG target area encompasses the entire County of San Bernardino. The County of San Bernardino consists of approximately 20,000 square miles making it the largest county in the continental United States. This provides for unique challenges to providing effective and efficient law enforcement services. San Bernardino County consists of 24 incorporated cities, and the San Bernardino County Sheriff's Department provides police services under contract to 14 of those cities, as well as all unincorporated areas of the county. As of the 2000 census, there are 1,709,434 people, 528,594 households and 404,374 families residing in the county.

Law enforcement agencies are assigned the primary task of securing the safety of the communities they serve. Through individual and collaborative efforts, the County of San Bernardino, the Town of Apple Valley and the Cities of Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Victorville will implement the 2007 Justice Assistance Grant.

In accordance with the Justice Assistance Grant guidelines, a copy of the joint application was submitted to the County of San Bernardino Board of Supervisors (the governing body) 30 days prior to the submission to BJA via interoffice memorandum, dated June 4, 2007. The cities participating in the joint application also provided the application to their governing body to review either at city council meetings during the months of March and June, 2007, or through the respective City Managers. The grant application was also available for public review and comment at the June 26, 2007 Board of Supervisors meeting.

The County of San Bernardino Law and Justice Group will serve as the fiscal agent/grant administrator. A five percent (5%) administrative fee will be retained by the County for administrative fees toward the administration of the program during the entire permissible duration of the JAG award. Specifically, the County will be responsible for tracking performance measures, preparation and submittal of financial reports, budget review, evaluation of expenditure plans, and the coordination of all pass through amounts. The County will release to Town and Cities their respective grant allocation from the JAG award within sixty (60) days upon receipt of funds, less the five percent (5%) administrative fee as reflected in the chart below. All interest accrued will be considered program income and will be spent in accordance with 2007 JAG guidelines.

Attached hereto is the Memorandum of Understanding signed by all parties agreeing to the distribution of funds as follows:

Jurisdiction Name	5% Admin Fee
San Bernardino County	\$ 5,749
Apple Valley Town	\$ 1,215
Barstow City	\$ 1,398
Chino City	\$ 1,258
Colton City	\$ 1,298
Fontana City	\$ 4,298
Hesperia City	\$ 972
Highland City	\$ 1,054
Montclair City	\$ 1,167
Ontario City	\$ 4,895
Rancho Cucamonga City	\$ 1,673
Redlands City	\$ 1,744
Rialto City	\$ 4,915
San Bernardino City	\$ 14,205
Upland City	\$ 1,403
Victorville City	\$ 2,034
	\$ -
Total	\$ 49,275

The projects to be funded will be used by the law and justice agencies in the local jurisdictions. Expenditure plans for each jurisdiction include:

County of San Bernardino

The County of San Bernardino will use its share of JAG funds to fund various law and justice programs. The funds will be used by the Probation Department, Public Defender, Sheriff, District Attorney and Superior Court.

Town of Apple Valley

The Apple Valley Police Department will use JAG funds toward offsetting the cost of a juvenile officer position. The Juvenile Officer is responsible for the development, implementation and oversight of programs that are specifically designed to reduce juvenile crime and delinquency. The Officer's efforts are focused toward current "at risk" youth within the community, as well as those that have the greatest potential of becoming "at risk" in the future.

City of Barstow

The City of Barstow will fund overtime for special problem oriented policing projects such as gang, narcotic, or serial criminal activities.

City of Chino

The City of Chino Police Department will use the grant funds to purchase a Code Red Community Notification System. This system is a high-speed telephone communication service available for community notifications. It employs an internet mapping capability for geographic targeting of calls, coupled with high-speed telephone calling system capable of delivering customized pre-recorded emergency messages directly to homes and businesses.

City of Colton

The City of Colton Police Department will consider their expenditure plan in June, 2007.

City of Fontana

The City of Fontana will use JAG funds to defray part of the cost of five (5) sworn positions, 3 police officers and 2 sergeants. These positions deliver front line law enforcement services to 162,256 citizens in the City of Fontana. With JAG funding, the Police Department is able to increase its sworn manpower.

City of Hesperia

The City of Hesperia Police Department will utilize funds to fund part of a Deputy Sheriff position. The City Manager has approved the expenditure plan.

City of Highland

The City of Highland Police Department will fund overtime for police department personnel.

City of Montclair

The City of Montclair will use JAG funds to purchase gas masks with respiratory equipment and personal protective HazMat suits for the department's Mobile Field Force. In response to the immigration reform demonstrations last year, the Police Department developed a mobile field force team to suppress and disperse large crowds within the city as well as assist other jurisdictions. In addition to providing crowd control, the team would also respond to incidents involving chemical, biological, radiological, or nuclear (CBRN) threats. To perform their duties safely and efficiently, the team would require complete personal protective suits and gas masks with air systems for 11 officers and one sergeant. In addition to outfitting the Mobile Field Force Team, the police department would provide CBRN approved gas masks to all sworn field personnel and reserve police officers to ensure optimal effectiveness in the event of a CBRN threat.

City of Ontario

The Ontario Police Department will purchase police related equipment and/or technology. A detailed spending plan will be available after the Council Meeting on June 5, 2007.

City of Rancho Cucamonga

The City of Rancho Cucamonga will purchase police related equipment and technology.

City of Redlands

The City of Redlands will utilize their JAG allocation toward the Custody Specialist Contract Program. The most effective ways in which to increase police presence and reduce response times is to deduce the amount of time that is spent on duties that may be better handled by civilian personnel. The Custody Specialist Contract Program is designed to produce this result.

City of Rialto

The Rialto Police Department will continue using JAG funds for private custody officers through Wackenhut Corporation. These officers provide booking, transportation and monitoring of prisoners, thereby freeing up sworn officers to return to active duty.

City of San Bernardino

The San Bernardino Police Department will fund 100% of the salary and benefits of the Forensic Specialist III and (3) Dispatch positions.

ID Bureau Supervisor: The need for an onsite supervisor (Forensic Specialist III) was identified in an independent audit of the Property Room conducted in August 1998. Since FY99/00, this position has been funded by LLEBG funds. In FY03/04 the Forensic Specialist III position funded by the General Fund and assigned to the ID Bureau was eliminated due to budget cuts. The remaining Forensic Specialist III now supervises both units.

There is a need to maintain the current level of staffing and supervision in the Property and Evidence facility and ID Bureau to provide adequate staffing to collect, process, store, and safeguard property and evidence in police custody and protect the department and City from liability arising from the mishandling or loss of these items. Maintaining this position will provide additional safeguards to minimize the City's exposure to liability in this critical area of police operations.

Additional Dispatchers: In 2005, the police dispatch center handled 518,126 telephone calls, including 145,322 calls on 9-1-1 lines. From these calls, a total of 101,460 resulted in a police response to calls for service from the public. This workload makes the dispatch center one of the busiest centers servicing medium sized cities. Since FY99/00, LLEBG funding has been used to augment their staffing, providing funding for three additional dispatcher positions. In January 2005, the police department implemented *Split Frequency Dispatching*, utilizing two primary dispatch channels during peak periods for calls for service. These positions are essential to maintain

quality service for the public and department personnel and handle 9-1-1 calls and other calls for police service.

For FY07/08, the salary and benefits of the Forensic Specialist and the three (3) grant funded Dispatcher II's will be \$259,600. The balance of \$10,304 will be used to purchase equipment for the police department.

City of Upland

The City of Upland will utilize JAG funds for equipment for the police department.

City of Victorville

The City of Victorville Police Department will fund personnel costs for law enforcement officers including special enforcement programs, as well as purchase equipment for the police department.

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 _____ day of _____, 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:

**2007 JAG
COUNTY OF SAN BERNARDINO
Attachment 2 - Budget Narrative**

A. Personal Services:	
Town of Apple Valley: The Town of Apple Valley will utilize their JAG allocation to fund a Juvenile Officer position. The Juvenile Officer is responsible for the development, implementation, and oversight of programs that are specifically designed to reduce juvenile crime and delinquency. The officer's efforts are focused toward current "at risk" youth, as well as those who have the greatest potential of becoming "at risk" in the future.	\$ 23,085
Barstow City: The City of Barstow will utilize JAG funds to cover overtime for special problem oriented policing projects such as gang, narcotic, or serial criminal activities.	\$ 26,555
Fontana City: The City of Fontana will utilize JAG funds to defray part of the cost of five (5) sworn positions, 3 police officers and 2 sergeants. These positions deliver front line law enforcement services to 162,256 citizens.	\$ 81,621
Hesperia City: The City of Hesperia will utilize JAG funds for the salary and benefits for a deputy sheriff position.	\$ 18,468
Highland City: The City of Highland Police Department will purchase law enforcement equipment.	\$ 20,017
San Bernardino City: The City of San Bernardino will fund 100% of the salary and benefits of a one (1) Forensic Specialist III and three (3) Dispatchers.	\$ 259,600
Victorville City: The City of Victorville will utilize their JAG funds to fund overtime for law enforcement personnel.	\$ 38,654
B. Operating Expenses:	
Pursuant to JAG guidelines, the County of San Bernardino will provide fiscal agent and grant administration services over the entire grant award period. The participating jurisdictions have agreed to pass through 5% of the total grant award as the grant administration fee.	\$ 49,275
County of San Bernardino: The County of San Bernardino Probation Department will use JAG funds to purchase software licenses for probation officers to use with existing mapping software to track offenders, the law & justice agencies will continue to fund a restorative justice project offering victim/offender mediation services in the Rancho Cucamong juvenile court; the Sheriff's Department will purchase equipment for the crime lab; and the Superior Court will provide co-occurring treatment to drug court clients in the Redlands, Fontana, and Central drug courts.	\$ 109,222
C. Equipment:	
Chino City: The City of Chino will utilize their JAG funds for the purchase of a code red community notification system.	\$ 23,893
Colton City: The City of Colton will utilize their JAG funds for funding technology improvements, which may include hardware and software.	\$ 24,669
Montclair City: The City of Montclair will utilize JAG funds toward the purchase of gas masks with respiratory equipment and personal protective HazMat suits for the department's Mobile Field Force. The department will also purchase gas masks for all sworn field personnel and reserve police officers.	\$ 22,175
Ontario City: The City of Ontario is proposing to purchase police related equipment and/or technology.	\$ 93,012

**2007 JAG
COUNTY OF SAN BERNARDINO
Attachment 2 - Budget Narrative**

Rancho Cucamonga City: The City of Rancho Cucamonga will utilize their JAG funds for the purchase of equipment for the police department.	\$ 31,779
City of Rialto: The city of Rialto Police Department will purchase equipment such as tasers, dispatch radio console, auto-license plate reader and tactical vests.	\$ 93,383
City of San Bernardino: The City of San Bernardino will utilize a portion of JAG funds for the purchase of equipment for the police department.	\$ 10,304
Upland City: The City of Upland will utilize JAG funds toward the purchase of equipment for the Police Department.	\$ 26,657
D. CONTRACTUAL SERVICES	
Redlands City: The City of Redlands will utilize their JAG funds for their Custody Specialist Program contract.	\$ 33,127
TOTAL	\$ 985,496

Summary	
A. Personal Services	\$ 468,000
B. Operating Expenses	\$ 158,497
C. Equipment	\$ 325,872
D. Contractual Services	\$ 33,127
Total	\$ 985,496

2007
JUSTICE ASSISTANCE GRANT

COUNTY OF SAN BERNARDINO, CALIFORNIA
Attachment 3
Review Narrative

To meet the Justice Assistance Grant (JAG) application criteria, the JAG application was distributed to and available for review to the County of San Bernardino Board of Supervisors on June 4, 2007. A memorandum to the Chairman of the Board of Supervisors, dated June 4, 2007 is attached.

The JAG application was available for public review at the County of San Bernardino Board of Supervisors meeting on June 26, 2007. At this meeting, opportunities for comment were provided to the citizens of the County of San Bernardino. The Board of Supervisors Agenda Item is also attached.

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

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June 26, 2007

FROM: DOREEN BOXER, Chairwoman
Law & Justice Group

SUBJECT: U.S. DEPARTMENT OF JUSTICE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

RECOMMENDATION:

1. Approve an Interlocal Agreement between the County, the Town of Apple Valley, and the Cities of Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Victorville.
2. Authorize the Law & Justice Group to electronically submit an application, in the amount of \$985,496, to the U.S. Department of Justice, Bureau of Justice Assistance for the Edward Byrne Memorial Justice Assistance Grant (JAG), from October 1, 2006 through September 30, 2010.

BACKGROUND INFORMATION: The U.S. Department of Justice, Bureau of Justice Assistance recently announced the availability of grant funds to state and local units of government through the Edward Byrne Memorial Justice Assistance Grant (JAG). This program allows state and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The funding distribution is based on population and crime statistics as well as law enforcement expenditure data. Units of government must meet a minimum threshold amount of \$10,000 to receive a JAG award.

Jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated. A disparate allocation occurs when the allocation to one city is more than 150% of the County's allocation, or when the total of all cities combined exceeds 400% of the County's. The County of San Bernardino, the Town of Apple Valley, and the Cities of Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Victorville are certified as disparate jurisdictions. JAG also requires disparate jurisdictions to enter into a memorandum of understanding that outlines who will serve as the applicant/fiscal agent for the joint funds by July 2, 2007. If not, the application will not be accepted and funds will be disbursed elsewhere.

The proposed Interlocal Agreement (MOU) meets the JAG requirement and provides for the County of San Bernardino Law & Justice Group to serve as the applicant/fiscal agent, to administer grant funding. A five percent (5%) administrative fee will be retained by the County. Specifically, the County will be responsible for the grant application, tracking performance measures, preparation and submittal of financial reports, budget review, evaluation of expenditure plans, and the coordination of all pass-through amounts. The County will release grant allocations from the JAG award within sixty (60) days upon receipt of funds, less the five percent (5%) administrative fee, as reflected in the chart below:

Page 1 of 2

Record of Action of the Board of Supervisors

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Jurisdiction Name	JAG	5% Admin Fee	Pass Thru Amount
San Bernardino County	114,970	5,749	109,222
Apple Valley Town	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
Total	985,496	49,275	936,221

Under the JAG grant, San Bernardino County departments (including Sheriff, District Attorney, Public Defender, Probation, along with Courts) will propose various projects to the Law & Justice Group, in the total amount of \$109,222, to use grant funding within the grant's six purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment programs; and 6) planning, evaluation, and technology improvement programs. JAG funds may be used to pay for personnel, overtime, and equipment, and no matching funds are required.

REVIEW BY OTHERS: This item has been reviewed by County Counsel (Rex Hinesley, Assistant County Counsel, 387-5480) on June 13, 2007, and the County Administrative Office (Laurie Rozko, Administrative Analyst, 387-8997) on June 7, 2007. This item has been coordinated with Briana Lane, Grants Coordinator, 387-5408.

FINANCIAL IMPACT: Overall grant revenue expected to result from this application is \$985,496, of which \$109,222 will be used for County projects. The MOU provides for an additional administrative fee of \$49,275, which will be used to offset costs within the Law & Justice Group Administration budget unit (AAA-LNJ), within the four-year grant period. The Department will return to the Board to accept the grant and request appropriations and revenue adjustments when the grant is awarded.

SUPERVISORIAL DISTRICT(S): All

PRESENTER: Doreen Boxer, Chairwoman, 383-2402

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

City Manager

ATTEST:

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
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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
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		-	
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APPENDIX 1

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

64

June 26, 2007

FROM: DOREEN BOXER, Chairwoman
Law & Justice Group

SUBJECT: U.S. DEPARTMENT OF JUSTICE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

RECOMMENDATION:

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2. Authorize the Law & Justice Group to electronically submit an application, in the amount of \$985,496, to the U.S. Department of Justice, Bureau of Justice Assistance for the Edward Byrne Memorial Justice Assistance Grant (JAG), from October 1, 2006 through September 30, 2010.

BACKGROUND INFORMATION: The U.S. Department of Justice, Bureau of Justice Assistance recently announced the availability of grant funds to state and local units of government through the Edward Byrne Memorial Justice Assistance Grant (JAG). This program allows state and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The funding distribution is based on population and crime statistics as well as law enforcement expenditure data. Units of government must meet a minimum threshold amount of \$10,000 to receive a JAG award.

Jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated. A disparate allocation occurs when the allocation to one city is more than 150% of the County's allocation, or when the total of all cities combined exceeds 400% of the County's. The County of San Bernardino, the Town of Apple Valley, and the Cities of Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Victorville are certified as disparate jurisdictions. JAG also requires disparate jurisdictions to enter into a memorandum of understanding that outlines who will serve as the applicant/fiscal agent for the joint funds by July 2, 2007. If not, the application will not be accepted and funds will be disbursed elsewhere.

The proposed Interlocal Agreement (MOU) meets the JAG requirement and provides for the County of San Bernardino Law & Justice Group to serve as the applicant/fiscal agent, to administer grant funding. A five percent (5%) administrative fee will be retained by the County. Specifically, the County will be responsible for the grant application, tracking performance measures, preparation and submittal of financial reports, budget review, evaluation of expenditure plans, and the coordination of all pass-through amounts. The County will release grant allocations from the JAG award within sixty (60) days upon receipt of funds, less the five percent (5%) administrative fee, as reflected in the chart below:

Page 1 of 2

Record of Action of the Board of Supervisors

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BOARD OF SUPERVISORS
 U.S. DEPARTMENT OF JUSTICE, EDWARD BYRNE MEMORIAL JUSTICE
 ASSISTANCE GRANT
 JUNE 26, 2007
 PAGE 2 OF 2

Jurisdiction Name	JAG	5% Admin Fee	Pass Thru Amount
San Bernardino County	114,970	5,749	109,222
Apple Valley Town	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
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Montclair City	23,342	1,167	22,175
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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
Total	985,496	49,275	936,221

Under the JAG grant, San Bernardino County departments (including Sheriff, District Attorney, Public Defender, Probation, along with Courts) will propose various projects to the Law & Justice Group, in the total amount of \$109,222, to use grant funding within the grant's six purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment programs; and 6) planning, evaluation, and technology improvement programs. JAG funds may be used to pay for personnel, overtime, and equipment, and no matching funds are required.

REVIEW BY OTHERS: This item has been reviewed by County Counsel (Rex Hinesley, Assistant County Counsel, 387-5480) on June 13, 2007, and the County Administrative Office (Laurie Rozko, Administrative Analyst, 387-8997) on June 7, 2007. This item has been coordinated with Briana Lane, Grants Coordinator, 387-5408.

FINANCIAL IMPACT: Overall grant revenue expected to result from this application is \$985,496, of which \$109,222 will be used for County projects. The MOU provides for an additional administrative fee of \$49,275, which will be used to offset costs within the Law & Justice Group Administration budget unit (AAA-LNJ), within the four-year grant period. The Department will return to the Board to accept the grant and request appropriations and revenue adjustments when the grant is awarded.

SUPERVISORIAL DISTRICT(S): All

PRESENTER: Doreen Boxer, Chairwoman, 383-2402

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 26th 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

JUN 26 2007

City Manager

Paul Biane
PAUL BIANE
Chairman, County Board of Supervisors

ATTEST:

~~ATTEST:~~

City Clerk

~~_____
Clerk of the Board of Supervisors~~

APPROVED AS TO FORM:

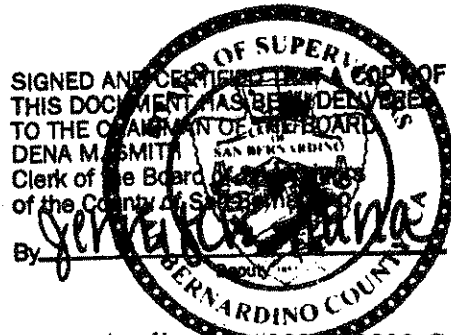
City Attorney

APPROVED AS TO FORM:

*RUTH E. STRINGER
County Counsel

by: Dennis S. Tilton
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.



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:

ATTEST:



City Clerk

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:



City Attorney

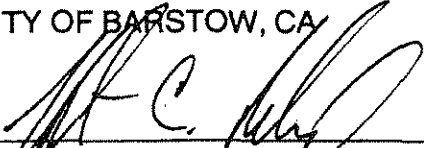
*RUTH E. STRINGER
County Counsel

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.

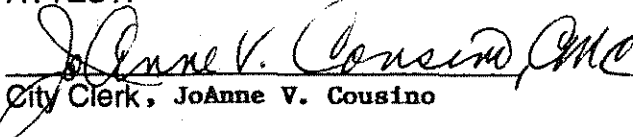
CITY OF BARSTOW, CA



City Manager; Hector C. Rodriguez



ATTEST:



City Clerk, JoAnne V. Cousino

APPROVED AS TO FORM:

City Attorney

CITY OF CHINO, CA

City Manager

ATTEST:

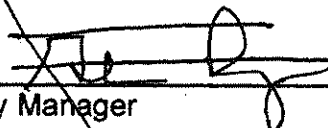
City Clerk

APPROVED AS TO FORM:

City Attorney

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

CITY OF BARSTOW, CA



City Manager

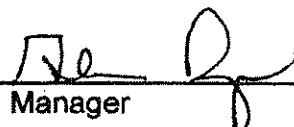
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF CHINO, CA




City Manager

APPROVED AS TO CONTENT



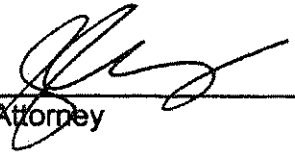
Stan Stewart, Chief of Police

ATTEST:



Rena Janner 5/31/07
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:

Caralene S. Padilla
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 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 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:

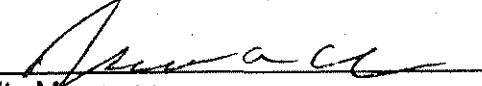
City Clerk

APPROVED AS TO FORM:

City Attorney

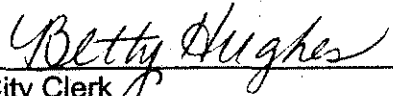
WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

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 HIGHLAND, CA

~~_____
City Manager~~

~~ATTEST:~~

~~_____
City Clerk~~

~~APPROVED AS TO FORM:~~

~~_____
City Attorney~~

CITY OF MONTCLAIR, GA

Lee C. McDougal
City Manager

ATTEST:

Anna M. Jackson
City Clerk

APPROVED AS TO FORM:

Alana K. Johnson
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 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:

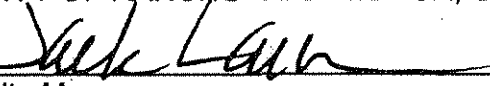

City Clerk

APPROVED AS TO FORM:


City Attorney

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

CITY OF 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

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

CITY OF REDLANDS, CA



Jon Harrison, Mayor

ATTEST:



Lorie 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 REDLANDS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



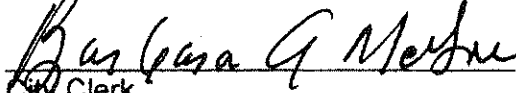
City Attorney

CITY OF PALTO, 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 REDLANDS, CA

City Manager

ATTEST:

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



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 RANCHO CUCAMONGA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

William P. Curley

City Attorney

CITY OF UPLAND, CA

R. H. Hines

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

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



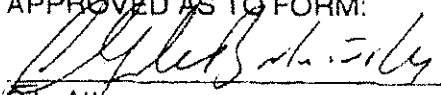
City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

2007 JAG AWARD DISTRIBUTION

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APPENDIX 1