

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RED BLUFF AND COUNTY OF TEHAMA
2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this ___ day of _____, 2023, by and between the COUNTY of Tehama, acting by and through its governing body, hereinafter referred to as COUNTY, and the CITY of Red Bluff, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Tehama County, State of California, witnessed:

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 both 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 CITY agrees to provide the COUNTY \$ 0.00 from the JAG award: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to NOT reallocate the JAG funds and allow the City to use the entire Edward Byrne Memorial Justice Assistance Grant for the eligibility award of \$11,298.00.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1,

CITY agrees to pay COUNTY a total of \$0.00 of JAG funds.

Section 2.

COUNTY agrees to use \$ 0.00 for the JAG Program.

Section 3,

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 4,

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tort Claims Act.

Section 5,

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 the other party.

Section 6,

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

Section 7,

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF RED BLUFF

COUNTY OF TEHAMA

Clay Parker, Mayor of Red Bluff

Gabriel Hydrick, Chief Administrator

Attest:

Dave Kain, Sheriff-Coroner

Anita Rice, Deputy City Clerk

Approved as to Form:

Sophia Meyer, City Attorney