

AGREEMENT BETWEEN THE CITY OF CORNING ("CITY") AND THE COUNTY OF
TEHAMA ("COUNTY") FOR CONTRIBUTION AND EXPENDITURE OF TEHAMA
MAJOR CRIMES UNIT FUNDS

RECITALS

WHEREAS, the County is the recipient of Edward Byrnes Memorial Justice Assistance Grant with funds Tehama Major Crimes Unit funds (the "TMCU"), which is included in the Sheriff's Office Fiscal Year 2025-2026 budget; and

WHEREAS, the TMCU provides funding for planning, equipment, software, training, exercises and management/administrative costs; and

WHEREAS, City is a local participating agency in the TMCU; and

WHEREAS, the TMCU has authorized the disbursement of funds sufficient to assist City in its payment of CellHawk subscription.

AGREEMENT

In consideration of the Recitals above and the terms and conditions set forth herein, the parties agree as follows:

1. Payment of Funds: City shall present to County an invoice for the purchase of web-based software. City shall include with its invoice a copy of the invoice or similar documentation from the vendor of the showing the purchase price of the Software. Within thirty (30) days after City presents such, County will transfer to City a sum equal to the purchase price, not to exceed \$6,610.00. Upon tender of the aforementioned sum, County's obligations under this Agreement shall be fully performed and County shall have no further obligation to City. In no event shall County's obligation under this Agreement exceed \$6,610.00.
2. Use of Funds: City will use the funds to be paid by County solely for the purchase of the Software. City will complete purchase of the Software by September 30, 2025. In the event City does not purchase the Software by September 30, 2025, County's obligation for payment shall be null and void, and upon written demand by County, City shall return any funds it has received from County and not spent on the purchase of the Software to County within thirty (30) days of mailing of written demand of County.
3. Use of Software: The Parties agree that the software provided under this MOU shall be used solely for official business purposes consistent with the mission and responsibilities of the participating agencies. Access to the software is limited to authorized personnel, and each Party shall ensure that its employees comply with all applicable terms of use, licensing agreements, confidentiality requirements, and safety

protocols.

4. Term and Termination: This Agreement shall become effective June 15, 2025 and shall expire upon the end of the grant term in accordance with the terms of the Agreement. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased. County may terminate this Agreement in the event City becomes unable to substantially perform any terms or conditions of the Agreement. In the event of early termination of *this* Agreement, funds previously received from County, which have not been spent by City on purchase of the Software, shall be returned to County by City within thirty (30) days of termination. County's right to terminate this agreement may be exercised by County's Chief Administrator.
5. Compliance with Applicable Law and Grant Requirements: City will comply with all Federal, State, and local laws and ordinances which are or may be applicable to the purchase of the Software to be undertaken by City. City has read and understands the Grant and will comply with and require any Vendor of the Software to comply with all laws, regulations and guidance documents that apply to the Grant.
6. Independent City Liability: City is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of the City's employees, associates, agents, and contractors, if any, in connection with the purchase of the Software.
7. Entire Agreement: Modification: This agreement supersedes all previous agreements regarding the matters made part of this contract and constitutes the entire understanding of the parties hereto regarding the issue of software. City shall be entitled to no other benefits other than those specified herein. No changes amendments or alterations shall be effective unless in writing and signed by both parties. City specifically acknowledges that in entering into and executing this agreement, City relies solely upon the provisions contained in this agreement and no others.
8. Non-Assignment of Agreement: City may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County
9. No Third Party Beneficiary: Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

10. Indemnity:

- a) The City shall defend, indemnify, and hold the County, its elected officials, officers, and employees, harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the purchase of the Software or the use, operation and maintenance of the Software.

- b) The obligations of indemnity set forth above include the duties to defend set forth in California Civil Code Section 2778. These obligations to defend and indemnify shall survive the expiration or termination of this Agreement and shall remain in full force and effect. Within thirty (30) days after the Effective Date of this Agreement, City shall provide proof in a form satisfactory to the County's Risk Manager of participation in a self-insurance program, or proof of insurance sufficient to meet City's defense and indemnification obligations herein.

11. Document Retention and Inspection: City shall maintain complete and accurate records regarding all matters covered under this Agreement, and shall retain these records for three (3) years or the retention period required by law, whichever is longer. Upon request, City shall make these records available for inspection by representatives of the County.

12. Law and Venue: This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of law's provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

On dates listed below, the parties agreed to the terms, conditions and covenants set forth above.

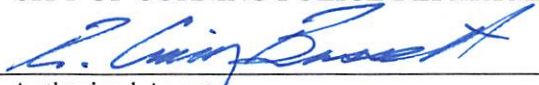
COUNTY OF TEHAMA

Date: _____

Sheriff-Coroner

CITY OF CORNING POLICE DEPARTMENT

Date: 9/15/2025


Authorized Agent