



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
STUDY SESSION MEETING  
TUESDAY, FEBRUARY 27, 2024  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.

In compliance with the Americans with Disabilities Act and Title VI. If you need special assistance or translation services to participate in this meeting, please contact the City Clerk's Office at 530/824-7033 or via email at [lilinet@corning.org](mailto:lilinet@corning.org). Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**A. CALL TO ORDER: 5:30 p.m.**

**B. ROLL CALL:**

**Council:** Dave Demo  
Jose "Chuy" Valerio  
Shelly Hargens  
Lisa Lomeli

**Mayor:** Robert Snow

The **Brown Act** requires that the Council provide the opportunity for persons in the audience to briefly address the Council on the subject(s) scheduled for tonight's closed session. Is there anyone wanting to comment on the subject(s) the Council will be discussing in closed session? If so, please come to the podium, identify yourself and give us your comments.

**C. PUBLIC COMMENTS:**

**D. REGULAR AGENDA:**

1. Marijuana Law Update PowerPoint presentation and discussion.

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION:**



**CITY OF CORNING  
CITY COUNCIL MEETING AGENDA  
TUESDAY, FEBRUARY 27, 2024  
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**A. CALL TO ORDER: 6:30 p.m.**

**B. ROLL CALL:**

**Council:** Dave Demo  
Jose "Chuy" Valerio  
Shelly Hargens  
Lisa Lomeli

**Mayor:** Robert Snow

- C. **PLEDGE OF ALLEGIANCE:** Led by the City Manager.
- D. **INVOCATION:** Led by Councilwoman Shelly Hargens.
- E. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**
- F. **PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:**
- G. **CONSENT AGENDA:** It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.
1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
  2. Waive the reading and approve the Minutes of the February 13, 2024 City Council Closed Session and Regular meeting with any necessary corrections.
  3. February 22, 2024 Claim Warrant in the amount of \$334,212.73.
  4. February 22, 2024 Business License Report.
- H. **ITEMS REMOVED FROM THE CONSENT AGENDA:**
- I. **PUBLIC HEARINGS AND MEETINGS:**
- J. **REGULAR AGENDA:**
5. Adopt Resolution 02-27-2024-01, a Resolution accepting \$52,110.01, a portion of the California Citizen's Options for Public Safety (COPS) Grant Overage Funds.
  6. Adopt Resolution 02-27-2024-02, to accept \$100,0000 in 2023 California Citizen's Options for Public Safety (COPS) Front-Line Law Enforcement Allocation Grant Funds and approve expending these funds in the 2024/2025 fiscal year to fund an existing Police Officer position with any overage costs funded by the General Fund.
  7. Review, discuss, and possible alterations to the draft Mobile Vending and Street Vending Ordinances to be introduced at the March 12, 2024 City Council Meeting:
    - a) Ordinance 708, Mobile Vending; and
    - b) Ordinance 709, Sidewalk Vending.
  8. Approve Agreement with Image Trend, LLC for Corning Fire Dispatch Center Software, Support, Training, and Implementation in the initial amount of \$9,100.
  9. Approve Assistant Finance Director Classification, Update the Position Allocation List, and authorize recruitment.
  10. Annual Mid-Year Budget review and general discussion – FY 2023/2024.
- K. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**
- L. **COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:**
- M. **REPORTS FROM MAYOR AND COUNCIL MEMBERS:** City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).
- Demo:  
Valerio:  
Hargens:  
Lomeli:  
Snow:
- N. **ADJOURNMENT:**

POSTED: FRIDAY, FEBRUARY 23, 2024

City of Corning

# Marijuana Law Update

Item No.:  
D-1

### Controlled Substances Act

- Prohibited nationwide the cultivation, distribution or possession of marijuana

1970

### Proposition 215- Compassionate Use Act

- Legalized the use of medical marijuana with a physician's prescription

1996

### Proposition 64- The Adult Use of Marijuana Act

- Legalized non-medical use of marijuana for consumers 21-years of age and older

2016

1976

### Moscone Act

- Removed Prison Sentences for individuals under the influence of marijuana or in possession of a minor amount

2015

### Medical Marijuana Regulation and Safety Act

- Sets standards for physicians prescribing medical marijuana, regulated cultivation and mandated reporting of commercial cannabis

## History of California Marijuana Laws

1970- 2015

# Applicable Laws

Proposition 215- Compassionate Use Act of 1996

Medical Marijuana Program Act of 2003

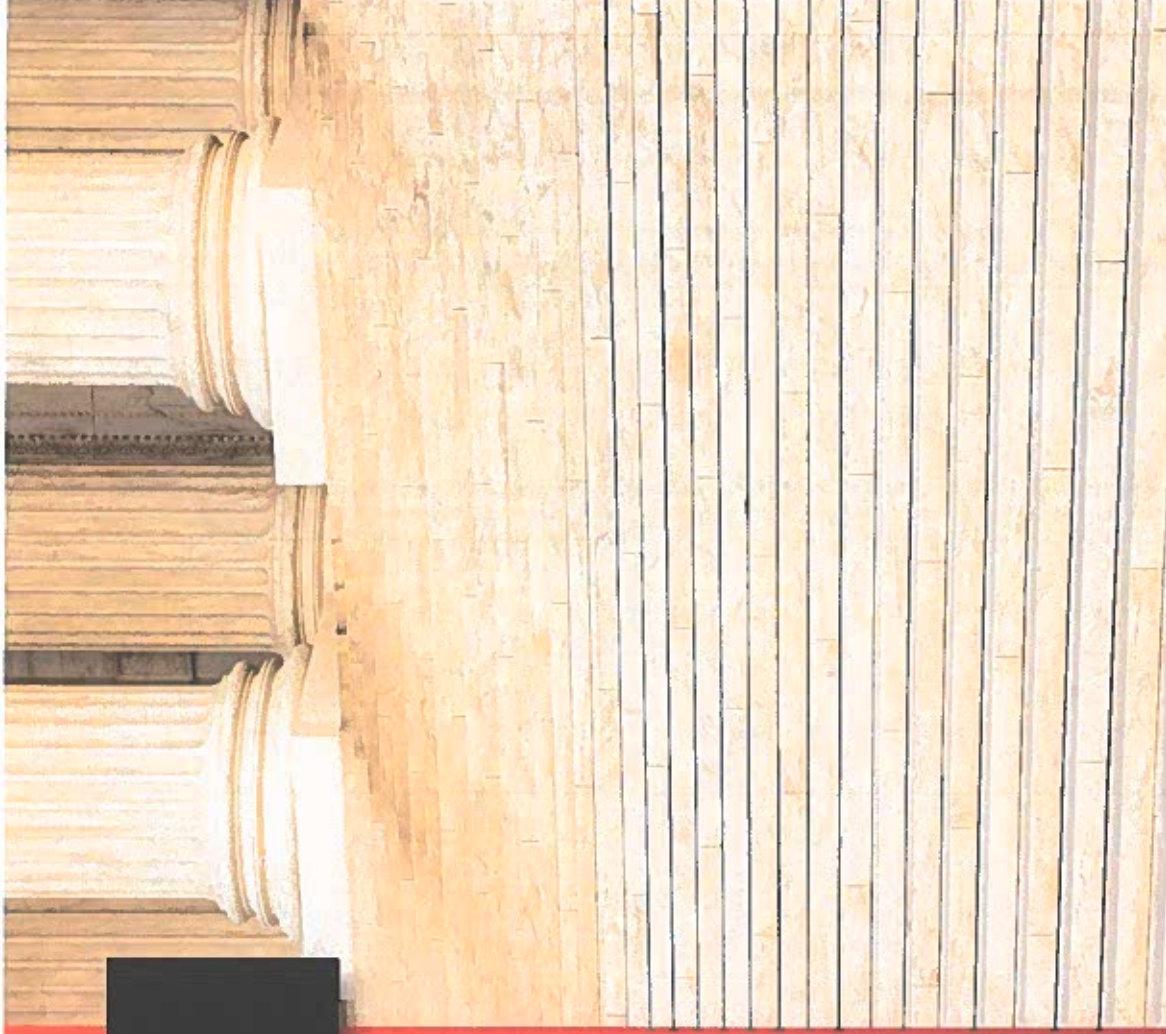
Medical Marijuana and Safety Act

Proposition 64- Control, Regulate and Tax Adult Use of Marijuana Act (“The Adult Use of Marijuana Act” or “AUMA”)

Medicinal and Adult Use Cannabis Regulation and Safety Act- 2017

# Compassionate Use Act of 1996

- Legalized medical marijuana- provides defense of immunity to users
- Still remains illegal on federal level
- City of Garden Grove v. Superior Court- State cannot enforce federal law
- Broad- H&S Code Section 11362.5- “any other illness for which marijuana provides relief.”
- Recommendation or Approval of a Physician required



# Medical Marijuana Program Act- 2003

Senate Bill 420

Clarify Scope of the CUA and identify qualified patients and caregivers to avoid prosecution

Promote consistent enforcement of CUA

Enhance access by both patients and caregivers

AB 1300- Local Agencies can adopt ordinances to regulate location, operation of cooperative

# *City of Riverside v. Inland Empire 2013*

- The Compassionate Use Act and the Medical Marijuana Program Act do not preempt a ban on facilities that distribute medical marijuana.
- “We now agree, for the reasons expressed below, that the CUA and the MMP do not expressly or impliedly preempt Riverside’s zoning provisions declaring a medical marijuana dispensary, as therein defined, to be a prohibited use, and a public nuisance, anywhere within the city limits. We set forth our conclusions in detail.”



# Medical Cannabis Regulation and Safety Act- 2016

Established a comprehensive state licensing and regulatory framework, further restricting medical marijuana use

Focused on cultivation, manufacturing, testing, distribution, transportation, dispensing and delivery of medical cannabis

Recognized the abilities of local jurisdictions to completely prohibit or impose restrictions on medical marijuana activities

100 square feet per patient or up to 5 patients at 500 square feet

# Adult Use of Marijuana Act- 2016

Proposition 64 passed by voter approval in November 2016

Legalized Non-medical use of marijuana for those 21 and over

Personal Cultivation of up to 6 plants in residence

Personal Possession of 28.5 grams of marijuana (not more than 8 grams of concentrated cannabis.)

Cities may “reasonably regulate” without completely prohibiting cultivating marijuana inside a private residence or inside an “accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure.”

# Adult Use of Marijuana Act

- AUMA allows cities to completely prohibit outdoor grows.
- Cities may completely prohibit the establishment or operation of any marijuana business licensed under Division 10 within its jurisdiction, including dispensaries, retailers, and marijuana delivery services.
- Absent local regulation, state regulations will control.

# Medicinal and Adult-Use Cannabis Regulation and Safety Act- 2017

- Set out in SB 94 and AB 133
- Unified Licensing and Regulatory program for medicinal and recreational use
- Bureau of Cannabis Control named lead agency
- Requires separate license applications for medical and adult use, but lets applicants combine the two in the same facility
- Allows retailers to conduct business solely by delivery
- Repeals the 100 square foot per patient area from the MCRSA

# Medicinal and Adult-Use Cannabis Regulation and Safety Act- 2017

- If City does not regulate, State will govern-
- Bureau shall have sole control to issue any permits for transportation, storage unrelated to manufacturing, distribution, testing, and sale of cannabis
- The Bureau will have the authority to collect fees
- Authority to issue licenses to retailers, distributors, and microbusinesses (cultivation and distribution)- Must have license to conduct commercial cannabis activity
- No limit is provided, however, the number is a factor in granting or renewing a license
- Commercial cannabis facility shall not be within a 600-foot radius of a school, day care center, or youth center

# Medicinal and Adult-Use Cannabis Regulation and Safety Act- 2017

- B&P Code Section 26200-
  - Act shall not prohibit a City to enforce-
    - Local Zoning Requirements
    - Local Land Use Requirements
    - Business Regulation
    - Business License Requirements
    - Regulate exposure to secondhand smoke
    - Completely prohibit any commercial marijuana activity

# Bureau of Cannabis Control

Lead Agency in regulating commercial cannabis licenses for medical and recreational use in California.

Also creates policy for cannabis regulation

2018 policy- Allows delivery anywhere in the state regardless of whether a local ban is in place for cannabis commerce- Codified in Business & Professions Code Section 26090(e)

## SB 1186- Medicinal Cannabis Patients' Right of Access Act

- Effective January 1, 2024
- “Prohibits a local jurisdiction from adopting or enforcing any regulation that prohibits the retail sale by delivery within the local jurisdiction of medicinal cannabis” to patients or their caregivers.
- Also prohibits the enforcement of any regulation “that has the effect of prohibiting the retail sale by delivery.”
  - The number of business authorized to operate
  - The operating hours
  - The number of sales
  - The types or quantities of medicinal marijuana to be sold



# SB 1186 Continued

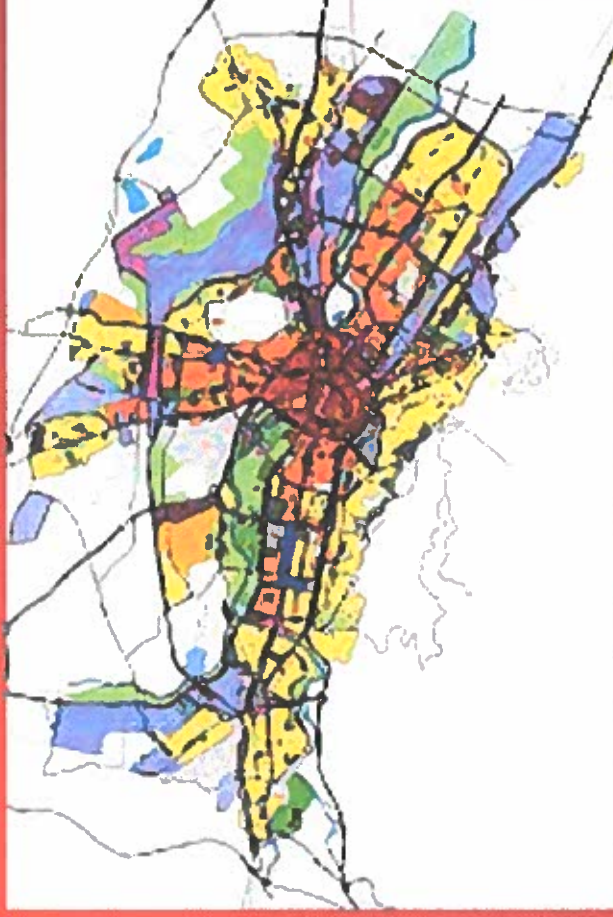
## Reasonable Regulations May Be Imposed

Zoning requirements that are consistent with AB 1186

Security or public health and safety requirements

Licensing Requirements

Imposition, collection, and remittance of any local taxes upon retail sales occurring within the jurisdiction



# Types of Restrictions

- Odor Control
  - Ventilation System, consumption on site not permitted.
- Waste Management
  - No curbside disposal.
- Signs
  - Statement the premises are not open to the public; warning statement about health concerns.
- Advertising
  - Cable, radio, and print advertising only permitted to the extent permitted under state law.
- Security

- This requires an amendment of the Corning Municipal Code. Staff needs guidance on the following issues:
  - Should only non-storefront delivery be permitted?
  - Where should it be zoned? Should zoning be narrowed?
  - What restrictions should be imposed on the business owner?
  - How many businesses should be allowed?
  - What fees should be imposed?
    - Under Prop. 218, the maximum cost to be imposed would be the amount necessary to cover the reasonable cost of processing

## Questions for Council



**CITY OF CORNING  
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CLOSED SESSION MINUTES  
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**A. CALL TO ORDER: 6:15 p.m.**

**B. ROLL CALL:**

**Council:** Dave Demo  
Jose "Chuy" Valerio  
Shelly Hargens  
Lisa Lomeli  
**Mayor:** Robert Snow

All members of the City Council were present.

The **Brown Act** requires that the Council provide the opportunity for persons in the audience to briefly address the Council on the subject(s) scheduled for tonight's closed session. Is there anyone wanting to comment on the subject(s) the Council will be discussing in closed session? If so, please come to the podium, identify yourself and give us your comments.

**C. PUBLIC COMMENTS: None.**

**D. REGULAR AGENDA:**

- 1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Government Code § 54956.9.  
One Case: Dearing v. City of Corning, et al.

**E. ADJOURN TO THE REGULARLY SCHEDULED CITY COUNCIL MEETING & REPORT ON CLOSED SESSION: Mayor Snow announced that there are no reportable actions.**



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**Council:** Dave Demo  
Jose "Chuy" Valerio  
Shelly Hargens  
Lisa Lomeli  
**Mayor:** Robert Snow

All members of the City Council were present.

**C. PLEDGE OF ALLEGIANCE: Led by the City Manager.**

**D. INVOCATION: Led by Councilor Hargens**

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: .**

1. **Presentation:** Nicole Morgan of the Communities Energized for Health Program presented a PowerPoint on "The Benefits of Smoke-free Housing". She discussed the implementation and enforcement of programs in public housing complexes/facilities and stated that implementation and enforcement would be the responsibility of the Property Manager; not the City. Speakers on the subject were: Kaityln Zepedea; Dian Kiser; Shelly Brantley; Andria Martin; Aracey Martinez & Lizeth Rubio, and Julino Reno.
2. **Proclamation:** February 2024 as Teen Dating Violence Awareness and Prevention Month. Present to accept the Proclamation was Susana Reyes, Empower Tehama Bilingual Legal Advocate.

**City Manager Mesker Introduced the City's new Public Works Director, Elijah Stanley.**

**F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:**

**Fire Chief Tom Tomlinson:** Provided statistics on the Volunteer Fire Department's response to calls/incidents and the number of training hours completed. He also announced that billing Wooten was named Volunteer Firefighter of the Year from his Department.

**G. CONSENT AGENDA:** It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.

3. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
4. **Waive the reading and approve the Minutes of the following meetings with any necessary corrections:**
  - a. **January 9, 2024 City Council Special Closed Session and Regular Meeting; and**
  - b. **January 23, 2024 City Council Meeting.**
5. **February 7, 2024 Claim Warrant in the amount of \$441,130.43.**
6. **February 7, 2024 Business License Report.**
7. **January 2024 Wages & Salaries: \$381,266.87.**
8. **January 2024 Treasurer's Report.**
9. **January 2024 Building Permit Valuation Report in the amount of \$348,114.**
10. **January 2024 City of Corning Wastewater Operations Summary Report.**
11. **Approve Task Order "F" to Armstrong Consultants, Inc. for Professional Services for Grant Administration.**

Councilor Valerio moved to approved Consent Items 3-11; Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.**

**I. PUBLIC HEARINGS AND MEETINGS: None.**

**J. REGULAR AGENDA:**

12. **Approve purchase of an F-350 Super Duty Flatbed Truck from Corning Ford and authorize a supplemental appropriation in the amount of \$3,437.42.**

Presented by Public Works Consultant/City Engineer Robin Kampmann who stated the total cost of the truck would be \$78,437.12; City Council only approved \$75,000 for the purchase in the 2023/2024 budget. Therefore, staff is seeking a supplemental appropriation of \$3,437.42 for the purchase. Staff has exhausted multiple avenues to procure a new truck without any success, however Corning Ford was able to locate one from a neighboring dealership for near immediate purchase and guaranteed delivery date. This truck would replace the City's 2001 F350 truck.

Councilor Demo moved to determine that this purchase is exempt from the City's Purchasing Police per Section 3.12.02, A-6 of the Corning Municipal Code, authorize the purchase of the F-350 Super Duty Flatbed Truck from Corning Ford without seeking Formal Bids; and authorize a supplemental appropriation in the amount of \$3,437.42 for the additional unbudgeted cost of the truck. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion approved by a 5-0 vote.**

**13. Approve Contract Change Order #1 from Builder Solutions, Inc. in the amount of \$41,752.17 to pave extra areas for the Olive View Connectivity Project.**

Presented by Public Works Consultant/City Engineer Robin Kampmann who explained the need for the Change Order and additional costs.

Councilor Hargens moved for Mayor and Council to approve Change Order #1 in the amount of \$41,752.17 for Builder Solutions, Inc. to pave extra areas for the Olive View School Connectivity Project. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion approved by a 5-0 vote.**

**14. Approve Change Order #1 in the amount of \$24,737.17 for Builder Solutions, Inc. to pave extra areas for the West Street School Connectivity Project.**

Presented by Public Works Consultant/City Engineer Robin Kampmann who explained the need for the Change Order and additional costs. Mrs. Kampmann stressed that the additional funds for both Change Orders (for Olive View & West Street) will be grant funded, there will be no impact to the City's General Fund.

Councilor Demo moved for Mayor and Council to approve Change Order #1 in the amount of \$24,737.17 for Builder Solutions, Inc. to pave extra areas for the West Street School Connectivity Project. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion approved by a 5-0 vote.**

**15. Review and adopt Resolution 02-13-2024-01, a Resolution adopting without revision the City's Conflict of Interest Code.**

Presented by City Attorney Collin Bogener who explained that State Law requires Public Agencies to review and update the Conflict-of-Interest Code during even numbered years. Upon review of the existing City of Corning Conflict of Interest Codes the City Manager, City Clerk, City Staff, and I deem that currently no revisions are necessary to ensure that the City Code conforms to State.

Councilor Hargens, having reviewed the City's existing Conflict of Interest Code, moved to adopt Resolution 02-13-2024-01 to approve without any revisions the City of Corning Conflict of Interest Code. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion approved by a 5-0 vote.**

**16. Adopt Resolution 02-13-2024-02 and authorize the City Clerk to record a Tax Lien on 1 property otherwise known as Spring Mountain Apartments for four (4) delinquent water and/or sewer service accounts in the total amount of \$24,678.81 .**

Presented by City Manager Mesker clarified that the proposed lien would extend to one individual property otherwise known as Spring Mountain Apartments and that the City's Municipal Code allows the City to lien for non-payment of fees for water and sewer services. He further explained that because this is an apartment complex, the City does not want to displace all of the individual residents by disconnecting services as they have paid their rent, the owners of the complex have not paid their utility bill for the complex.

Councilor Demo moved to adopt Resolution 02-13-2024-02 and authorized the City Clerk to record Lien in the combined amount of \$24,678.81 for the four (4) delinquent water and/or sewer service accounts on the property otherwise know as Spring Mountain Apartments, APN: 069-260-031-000; and authorize the City Clerk to record lien(s) for any future delinquencies on this property until the account is brought current. Council Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion approved by a 5-0 vote.**

**17. Review Mayor's recommendations and appoint Vice Mayor and City Representatives to various Commissions/Committees.**

Presented by City Manager Brant Mesker.

Councilor Valerio suggested that either Lisa Lomeli or Shelly Hargens take his place on the 2x2x2 Schools/City Committee. Councilor Lomeli stated she would like to be on this Board/Committee. Mr. Valerio stated he was not informed of the last meeting. It was stated that the City would collaborate with the Schools to improve the notification of meetings.

Councilor Demo moved to approve the following recommended appointment of representatives to the below listed Committees, Commissions, and Boards with the mentioned change of Lisa Lomeli taking Councilor Valerio's place on the 2x2x2 Board:

**Vice Mayor:** Councilman Dave Demo.

**Tehama County Transportation Commission:** Dave Demo

**Tehama County Indian Gaming Local Community Benefit Committee:** Robert Snow & Lisa M. Linnet.

**Wayfinding Signs Adhoc Committee:** Jose "Chuy" Valerio & Shelly Hargens

**LAFCO (Tehama County Local Agency Formation Commission):** Dave Demo

**Tehama County Community Action Agency:** Lisa Lomeli

**Tehama County Solid Waste Management Agency (JPA):** Shelly Hargens, Alternate: Dave Demo

**3CORE:** Brant Mesker & Robert Snow

**Corning Chamber of Commerce Non-Voting Representative:** Jose "Chuy" Valerio

**Corning Community Foundation:** Lisa Lomeli

**Senior Center Representative:** Dave Demo

**Tehama Vehicle Abatement Authority:** Craig Bassett

**NCCSIF:** Brant Mesker & Craig Bassett

**Airport Land Use Commission:** Richard Poisson

**Mosquito Abatement Authority:** Ross Turner

**Tehama County Flood Control & Water Conservation District Groundwater Commission:** Cody Lamb

**AB3030 TAC:** Steve Lindeman

**Tehama County Integrated Waste Management Task Force (AB939):** Steve Lindeman

**2x2x2 School/City Committee:** Robert Snow, Lisa Lomeli, and Brant Mesker

**Recreation Adhoc Committee:** Dave Demo and Shelly Hargens (City Council); and Blaine Smith and Meredith Allen (Recreation Commission).

Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion approved by a 5-0 vote.**

**18. Approve Addendum #5 to existing Public Works Consultant/Engineering Services Agreement between the City and NorthStar to eliminate Public Works managerial duties and adjust service costs.**

Presented by City Manager Brant Mesker who stated that now that the City has hired Elijah Stanley as the full-time Public Works Director, all managerial responsibilities for the Public Works Department would be assumed by him. Robin Kampmann and staff from NorthStar will continue to provide the City with Engineering Services under this Agreement Addendum.

Councilor Hargens moved to approve Addendum #5 for the Agreement between the City and NorthStar for Public Works Consultant Services and authorize the City Manager to execute and sign the Addendum. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion approved by a 5-0 vote.**

**K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR: None**

**L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None**

**M. REPORTS FROM MAYOR AND COUNCIL MEMBERS:** City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

**Demo:** Reported on attendance at the Senior Center Board Meeting where upcoming events were and a new vision statement were discussed.

**Lomeli:** No Reports.

**Hagens:** No Reports.

**Valerio:** Reported on upcoming Chamber Events.

**Snow:** No Reports.

**N. ADJOURNMENT: 7:28pm**

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**Lisa M. Linnet, City Clerk**





# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** February 21, 2024

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday February 27, 2024 Council Meeting

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**PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:**

<b>A.</b>	<b>Cash Disbursements</b>	<b>Ending 02-21-24</b>	<b>\$ 170,653.98</b>
<b>B.</b>	<b>Payroll Disbursements</b>	<b>Ending 02-22-24</b>	<b>\$ 163,558.75</b>

**GRAND TOTAL \$ 334,212.73**

REPORT.: Feb 21 24 Wednesday  
 RUN...: Feb 21 24 Time: 15:58  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 02-24 thru 02-24 Bank Account.: 1020

PAGE: 001  
 ID #: PY-DP  
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036426	02/13/24	RED00	RED BLUFF DAILY NEWS	-246.81	00296055u	Ck# 036426 Reversed
036573	02/14/24	SCH01	LES SCHWAB TIRE CENTER	-1284.74	100497946u	Ck# 036573 Reversed
036598	02/08/24	PEN01	PENDERGRAFT, JAMES CURTIS	1680.49	240208	REIMBURSE RETURNED PAYROLL CHECK# 14213-PW ADMIN
036599	02/08/24	VAL00	VALENCIA, REYNALDO	1001.06	240208	REIMBURSE RETURNED PAYROLL CHECK# 14236-POLICE
036600	02/08/24	BUR08	BURNETT, KAREN S.	60.00 30.00	240129 240205	REC INSTRUCTOR-REC REC INSTRUCTOR-REC
			Check Total.....:	90.00		
036601	02/08/24	LEA01	LEAGUE OF CALIFORNIA CITI	100.00	5270	ASSOC DUES-CITY ADMIN
036602	02/08/24	LNC01	LN CURTIS & SONS	245.84	INV789876	SMALL TOOLS-FIRE
036603	02/08/24	MIL16	MILLENNIUM HEALTH, LLC	240.00	13290724	PROF SVCS-
036604	02/09/24	KIN14	KINETICS ACADEMY OF DANCE	368.00	240211	REC INSTRUCTOR-REC
036605	02/13/24	AUT00	AUTO ZONE	62.05	409551909	VEH OP/MAINT-POLICE
036606	02/13/24	BIG02	BIG VALLEY SANITATION, IN	60.25 125.00	129090 129109	CLEANING CONTRACT-STR BLD MAINT-SENIOR CENTER
			Check Total.....:	185.25		
036607	02/13/24	BRI00	BRIMM, MARIANA L.	475.52	240209	TRAINING/ED-FINANCE
036608	02/13/24	BRI02	BRISENO, NICOLAS	260.00	240205	REC INSTRUCTOR-REC (CORNING YOUTH BASKETBALL)
036609	02/13/24	CAR12	CARREL'S OFFICE SOLUTIONS	20.83	AR61736	MAT & SUPPLIES-LIBRARY
036610	02/13/24	COM06	COMCAST	13.28	240209	COMMUNICATIONS-PW ADMIN
036611	02/13/24	DEL05	DE LARA, ALAN	260.00	240205	REC INSTRUCTOR-REC (CORNING YOUTH BASKETBALL)
036612	02/13/24	EMP04	EMPLOYERS INVESTIGATIVE S	1825.15 1047.63	5050785 5050788	PROF SVCS-POLICE PROF SVCS-POLICE
			Check Total.....:	2872.78		
036613	02/13/24	EST01	ESTES, LISA	15.00	020720241	TRAINING/ED-ACO
036614	02/13/24	HAN04	HANSEL, JULIE	15.00	020720242	TRAINING/ED-ACO
036615	02/13/24	IND03	INDUSTRIAL POWER PRODUCTS	22.60	393704	MAT & SUPPLIES-
036616	02/13/24	INF00	INFRAMARK, LLC	77391.50	109476	PROF SVCS-WWTP
036617	02/13/24	MEN07	MENDOZA, BENTLEY	150.00 200.00	240128 240211	REC INSTRUCTOR-REC REC INSTRUCTOR-REC
			Check Total.....:	350.00		
036618	02/13/24	NOR15	NORTHERN CALIFORNIA GLOVE	597.71	01565517	MAT & SUPPLIES-
036619	02/13/24	NOR47	NORTHSTAR	8903.75	81952	PROF SVCS-PW ADMIN
036620	02/13/24	PAC29	PACE ANALYTICAL SERVICES,	234.56	240101928	PROF SVCS-WTR DEPT
036621	02/13/24	PGE01	PG&E	38294.85	240209	Electricity General City-
036622	02/13/24	PGE05	PG&E	3434.51	240202	FIRE-ELECT & GAS
036623	02/13/24	PIN00	PINTOR, ERICK	260.00	240205	REC INSTRUCTOR-REC (CORNING YOUTH BASKETBALL)
036624	02/13/24	QUI02	QUILL CORPORATION	86.81	37008096	OFFICE SUPPLIES-
036625	02/13/24	RAK00	RAKER, KAIDAN K.	260.00	240205	REC INSTRUCTOR-REC (CORNING YOUTH BASKETBALL)
036626	02/13/24	SIE06	SIERRA-SACRAMENTO VALLEY	70.00	240212	TRAINING/ED-FIRE (2 MEMBERS-MIRON & SCHENK)
036627	02/13/24	UBE00	UBE0 WEST LLC	341.86	4400287	EQUIP MAINT-DISPATCH
036628	02/13/24	BRI00	BRIMM, MARIANA L.	338.86	240209A	TRAINING/ED-FINANCE
036629	02/13/24	QUI02	QUILL CORPORATION	21.11 61.41	36930685 36981860	OFFICE SUPPLIES-FIRE OFFICE SUPPLIES-FIRE
			Check Total.....:	82.52		
036630	02/14/24	DEP12	DEPT OF JUSTICE	35.00	716954	PROF SVCS-POLICE
036631	02/14/24	IND03	INDUSTRIAL POWER PRODUCTS	345.75	393702	EQUIP MAINT-FIRE
036632	02/14/24	KN100	KNIFE RIVER CONSTRUCTION	790.38	298944	A/C CITYWIDE-
036633	02/14/24	MOO07	MOORE & BOGENER, INC.	245.00	14747	CONSULTING SVCS-LGL SVCS
036634	02/14/24	ORD00	ORDAZ, REINA RUBI	39.93	240213	TRAINING/ED-FINANCE

REPORT.: Feb 21 24 Wednesday  
 RUN....: Feb 21 24 Time: 15:58  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 02-24 thru 02-24 Bank Account.: 1020

PAGE: 002  
 ID #: PY-DP  
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036635	02/14/24	QUI02	QUILL CORPORATION	765.63	37055945	OFFICE SUPPLIES-
036636	02/14/24	SCH01	LES SCHWAB TIRE CENTER	1862.42	00497946A	EQUIP MAINT-SWR
036637	02/14/24	SCP00	SCP DISTRIBUTORS LLC	4501.09 -960.00	SN11168A SN111768C	MAT & SUPPLIES- MAT & SUPPLIES-
			Check Total.....	3541.09		
036638	02/14/24	VER02	VERIZON WIRELESS	228.06	995559605	PROP 30-MDC
036639	02/16/24	EMP04	EMPLOYERS INVESTIGATIVE S	576.63	5050805	PROF SVCS-POLICE
036640	02/16/24	LEE00	LEE, JACQUELINE PATTON	150.00	240217	REC INSTRUCTOR-REC
036641	02/16/24	LUM00	LUMINACE AGGREGATOR LLC	5892.57	216045	ELECT-
036642	02/16/24	MEN08	MENDES SUPPLY COMPANY	536.51	R069801	MAT & SUPPLIES-PARKS
036643	02/16/24	PAC29	PACE ANALYTICAL SERVICES,	234.56 102.03	240124728 240125128	PROF SVCS-WTR DEPT PROF SVCS-WTR DEPT
			Check Total.....	336.59		
036644	02/16/24	PGE09	PG&E	235.51	240214	ELECT-STONEFOX L&L, Z1, D2
036645	02/16/24	PGE2A	PG&E	55.90	240214	ELECT-BLUE HERON CT
036646	02/16/24	QUI02	QUILL CORPORATION	23.68 197.64	37058777 37182430	OFFICE SUPPLIES- OFFICE SUPPLIES-
			Check Total.....	221.32		
036647	02/16/24	VAL11	VALLEY PACIFIC PETROLEUM	1526.65	24-731446	MAT & SUPPLIES-
036648	02/21/24	ATT13	AT&T	723.89	240211	COMMUNICATIONS-DISPATCH
036649	02/21/24	BDI00	BDI	13.92 15.39	950351658 950357812	MAT & SUPPLIES- MAT & SUPPLIES-
			Check Total.....	29.31		
036650	02/21/24	COP02	COPY CENTER	190.63	22794	OFFICE SUPPLIES-FINANCE
036651	02/21/24	COR13	CORNING VOLUNTEER FIRE	87.42	240221	EQUIP MAINT-FIRE
036652	02/21/24	FER02	FERGUSON WATERWORKS #1423	261.83	1801538-5	MAT & SUPPLIES-WTR
036653	02/21/24	KNI00	KNIFE RIVER CONSTRUCTION	1004.83 948.31	299093 299141	A/C CITYWIDE-STR A/C CITYWIDE-STR
			Check Total.....	1953.14		
036654	02/21/24	LAC01	LACY, CLINT	600.00	240210	REC INSTRUCTOR-REC
036655	02/21/24	PAC30	PACIFIC DATA CONNECTION	255.80	24811	EQUIP MAINT-FINANCE
036656	02/21/24	PAY01	PAYGOV.US LLC	3256.60	1334	BANKG/FEES/CHRG-FINANCE
036657	02/21/24	RED00	RED BLUFF DAILY NEWS	484.00 360.00 535.00 98.23 157.77	006802684 006802873 006802874 006808270 006808273	ADVERT/RECRUITMENT-POOL PRINT/ADVERT-THEATRE MAT & SUPPLIES-REC (PRINT/ADVERT) PRINT/ADVERT-CITY CLERK PRINT/ADVERT-CITY CLERK
			Check Total.....	1635.00		
036658	02/21/24	ROD10	RODRIGUEZ, JESENIA	1350.00	240214	REC INSTRUCTOR-REC (COORDINATOR)
036659	02/21/24	SCH01	LES SCHWAB TIRE CENTER	1248.70 1399.17 812.13	00499447 00499769 00499976	VEH OP/MAINT-POLICE VEH OP/MAINT-POLICE VEH OP/MAINT-WTR
			Check Total.....	3460.00		
036660	02/21/24	TRI07	TRITES BACKFLOW SERVICES	50.00 150.00 50.00 50.00 50.00 50.00 50.00 50.00	14969 14970 14971 14972 14973 14974 14975 14976	PROF SVCS-WTR PROF SVCS-WTR PROF SVCS-WTR PROF SVCS-WTR PROF SVCS-WTR PROF SVCS-WTR PROF SVCS-WTR PROF SVCS-WTR
			Check Total.....	500.00		
036661	02/21/24	VAL11	VALLEY PACIFIC PETROLEUM	1664.58 141.80 88.93	24-731447 24-731448 24-731449	VEH OP/MAINT- VEH OP/MAINT-FIRE VEH OP/MAINT-BLD & SAFETY
			Check Total.....	1895.31		
036662	02/21/24	XER00	XEROX CORPORATION	27.03	020739717	EQUIP MAINT-DISPATCH
			Cash Account Total.....	170653.98		
			Total Disbursements.....	170653.98		

REPORT.: Feb 21 24 Wednesday  
 RUN....: Feb 21 24 Time: 15:58  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 02-24 thru 02-24 Bank Account.: 1025

PAGE: 003  
 ID #: PY-DP  
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
14261	02/15/24	BAN03	POLICE OFFICER ASSOC.	200.00	C40207	POLICE OFFICER ASSOC
14262	02/15/24	EDD01	EMPLOYMENT DEVELOPMENT	5582.00 1517.79 638.07 268.21	C40207 1C40207 2C40207 3C40207	STATE INCOME TAX SDI STATE INCOME TAX SDI
			Check Total.....	8006.07		
14263	02/15/24	FED00	FEDERAL PAYROLL TAXES (EF	14880.86 16779.82 3975.62 1892.41 3023.56 707.12	C40207 1C40207 2C40207 3C40207 4C40207 5C40207	FEDERAL INCOME TAX FICA MEDICARE FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	41259.39		
14264	02/15/24	MIS03	MISSIONSQUARE - PLAN#3020	598.99 122.50	C40207 1C40207	MISSIONSQUARE 457 MISSIONSQUARE 457 ER
			Check Total.....	721.49		
14265	02/15/24	PERS1	PUBLIC EMPLOYEES RETIRE	26488.01 .00	C40207 1C40207	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE
			Check Total.....	26488.01		
14266	02/15/24	PERS4	Cal Pers 457 Def. Comp	2035.08 355.00	C40207 1C40207	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	2390.08		
14267	02/15/24	VAL06	VALIC	2362.54 240.00	C40207 1C40207	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	2602.54		
14284	02/22/24	BAN03	POLICE OFFICER ASSOC.	200.00	C40221	POLICE OFFICER ASSOC
14285	02/22/24	EDD01	EMPLOYMENT DEVELOPMENT	5930.60 1722.35 .00	C40221 1C40221 2C40221	STATE INCOME TAX SDI STATE INCOME TAX
			Check Total.....	7652.95		
14286	02/22/24	FED00	FEDERAL PAYROLL TAXES (EF	15919.59 19085.52 4514.88 .00 192.20 44.96	C40221 1C40221 2C40221 3C40221 4C40221 5C40221	FEDERAL INCOME TAX FICA MEDICARE FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	39757.15		
14287	02/22/24	MIS03	MISSIONSQUARE - PLAN#3020	942.99 122.50	C40221 1C40221	MISSIONSQUARE 457 MISSIONSQUARE 457 ER
			Check Total.....	1065.49		
14288	02/22/24	PERS1	PUBLIC EMPLOYEES RETIRE	27892.46 .00	C40221 1C40221	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE
			Check Total.....	27892.46		
14289	02/22/24	PERS4	Cal Pers 457 Def. Comp	2073.08 392.50	C40221 1C40221	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	2465.58		
14290	02/22/24	VAL06	VALIC	2587.54 270.00	C40221 1C40221	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	2857.54		
			Cash Account Total.....	163558.75		
			Total Disbursements.....	163558.75		

Date.: Feb 21, 2024  
Time.: 4:04 pm  
Run by: LORI SIMS

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWB  
Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
JBL	5355 MINERS RANCH RD	OROVILLE, CA 95966	CONSTRUCTION	02/21/24
JJ'S RENTAL TRAILERS	1218 YOLO ST	CORNING, CA 96021	JUNK REMOVAL	02/14/24

ITEM NO.: J-5

ADOPT RESOLUTION 02-27-2024-01  
TO ACCEPT \$52,110.01, A PORTION  
OF THE CALIFORNIA CITIZEN'S  
OPTIONS FOR PUBLIC SAFETY  
(COPS) GRANT OVERAGE

February 27, 2024

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: BRANT MESKER, CITY MANAGER**  
**R. CRAIG BASSETT, POLICE CHIEF**

**SUMMARY:**

The City of Corning Police Department has been notified by the Tehama County Auditor-Controller that there is an unencumbered overage in the COPS fund in the amount of \$52,207.01. These funds are restricted to front-line law enforcement and may not be used to supplant services already budgeted.

**BACKGROUND:**

State law establishes in each County Treasury a Supplemental Law Enforcement Services Fund that receives an annual allocation from the State. These funds cannot be transferred to the City until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan, by Resolution, from the City Council. The City Council, at a public hearing, must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police.

The Corning Police Department has requested, and received approval from, the Tehama County Auditor-Controller and the Tehama County Chief Administrator on February 8, 2024, that these funds (approximately \$52,110.01) can be spent on building a new patrol officer workspace.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- **ADOPT RESOLUTION 02-27-2024-1, THEREBY ACCEPTING THE FUNDS OFFERED THROUGH THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW ENFORCEMENT ALLOCATION GRANT OVERAGE MONIES IN THE AMOUNT OF APPROXIMATELY \$52,110.01 CAN BE SPENT ON BUILDING A NEW PATROL OFFICER WORKSPACE.**

**RESOLUTION NO.: 02-27-2024-01**  
**A RESOLUTION OF THE CITY COUNCIL**  
**OF THE CITY OF CORNING**  
**TO ACCEPT A PORTION OF THE UNENCUMBERED OVERAGE FUNDS OFFERED**  
**THROUGH THE**  
**CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW**  
**ENFORCEMENT GRANT PROGRAM**

**WHEREAS**, as a condition of receiving the Citizens' Option for Public Safety Grant funds, the City Council must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police; and

**WHEREAS**, the City Council, at a public hearing, must approve appropriation of these funds;

**NOW, THEREFORE BE IT RESOLVED** that the City of Corning, in order to be eligible for the California Citizens' Option for Public Safety Grant funds, has approved the expenditure and these funds can be spent on a new patrol officer workspace, at an approximate cost of \$52,110.01, by the Chief of Police and the City Manager.

---

This Resolution was introduced and adopted by the City Council of the City of Corning on the 27<sup>th</sup> day of February 2024 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

---

**Robert Snow, Jr., Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (02-27-2024-01) was duly introduced, approved, and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the February 27, 2024 by the votes listed above.

---

**Lisa M. Linnet, City Clerk**

ITEM NO.: J-6  
ADOPT RESOLUTION 02-27-2024-02, A  
RESOLUTION ACCEPTING THE 2023/24  
CALIFORNIA CITIZEN'S OPTIONS FOR  
PUBLIC SAFETY GRANT

February 27, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: BRANT MESKER, CITY MANAGER   
R. CRAIG BASSETT, POLICE CHIEF

**SUMMARY:**

The City of Corning is to be awarded \$100,000 as part of the California Citizens' Option for Public Safety Front-Line Law Enforcement Allocation Program. The funds are restricted to front-line law enforcement and may not be used to supplant services already budgeted.

**BACKGROUND:**

State law establishes in each County Treasury a Supplemental Law Enforcement Services Fund that receives an annual allocation from the State. These funds cannot be transferred to the City until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan, by Resolution, from the City Council. The City Council, at a public hearing, must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police.

The most recent State Budget funded another year of the California Citizens' Option for Public Safety (COPS) Program. The City of Corning will receive \$100,000 of the total program allotment, which must be expended by June 30, 2025.

Staff proposes that the 2023 COPS funds be expended during the 2024/2025 fiscal year to fund a police officer position. Excluding overtime, the current estimated salary and benefits for a police officer position is expected to exceed \$100,000. The balance of funds needed to fund the position will come from the General Fund.

**RECOMMENDATION:**

**MAYOR AND COUNCIL ADOPT RESOLUTION 02-27-2024-02 THEREBY ACCEPTING THE \$100,000 IN FUNDS OFFERED THROUGH THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW ENFORCEMENT ALLOCATION GRANT AND APPROVE THE USE OF THESE MONIES TO FUND A POLICE OFFICER POSITION.**



**RESOLUTION NO 02-27-2024-02  
A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF CORNING  
TO ACCEPT THE FUNDS OFFERED THROUGH THE  
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW  
ENFORCEMENT GRANT PROGRAM**

**WHEREAS**, as a condition of receiving the Citizens' Option for Public Safety Grant funds, the City Council must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police; and

**WHEREAS**, the City Council, at a public hearing, must approve appropriation of these funds;

**NOW, THEREFORE BE IT RESOLVED** that the City of Corning, in order to be eligible for the California Citizens' Option for Public Safety Grant funds has approved the expenditure of funds for a police officer position, as recommended by the Chief of Police and the City Manager.

---

This Resolution was introduced and adopted by the City Council of the City of Corning on the 27<sup>TH</sup> day of February 2024 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

---

**Robert Snow, Mayor**

**ATTEST:**

---

**Lisa M. Linnet, City Clerk**

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved, and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 24<sup>TH</sup> day of January 2023 by the votes listed above.

---

**Lisa M. Linnet, City Clerk**

**ITEM NO.: J-7  
STUDY SESSION TO DISCUSS THE  
PROPOSED NEW MOBILE VENDOR  
ORDINANCES**

**February 27, 2024**

**TO: CITY COUNCIL**

**FROM: BRANT MESKER, CITY MANAGER   
CHRISSE MEEDS, PLANNER II **

**BACKGROUND:**

At the October 17, 2023 Planning Commission Meeting, staff was directed to research Street Vending Ordinances in other cities. On December 9, 2023, the City Council passed an emergency moratorium on the issuance of mobile vending permits to allow staff time to conduct research and draft new ordinances. This interim moratorium would remain in effect for forty-five (45) days unless extended in accordance with California Government Code section 65858, or permanent regulations are adopted to address the public safety issues related to Mobile Food Trucks.

Since that date, City Staff has conducted research, and attended a roundtable discussion regarding issues/concerns associated with, or caused by, mobile vending businesses in many cities throughout California. There were more than 200 cities represented in the roundtable discussion that have either just recently updated their mobile vending ordinances or are in the middle of updating ordinances.

Staff put together a list of the most common ideas from other cities for the Planning Commission and City Council to pull from to revise the Mobile Vending Ordinance that will best address the needs we have as a City.

A joint meeting was held between the Planning Commission and the City Council to discuss options within a new mobile food vending ordinance on January 16, 2024.

On January 23, 2024, the City Council voted to extend the moratorium for an additional 22 months and 15 days. Staff have prepared as requested the two ordinances; a Mobile Vending, and a Street Vending and are now asking City Council for consensus prior to the notice and publication of the two ordinances to be adopted.

**DISCUSSION:**

Through Senate Bill 972 & 946, the State of California has heavily regulated sidewalk vending. In September of 2022, the City enacted Ordinance No. 699, an Ordinance that ties both the sidewalk vendors and the mobile food vendors under the same rules and regulations. In doing so staff implemented the Planning Commission's decision and looked at new rules and regulations for the mobile vendors.

Staff has prepared two new Ordinance's, Ordinance 708, Mobile Vending in the City of Corning, and Ordinance 709, Street Vending in the City of Corning for review and discussion prior to bringing it before the City Council for introduction and first readings.

**ORDINANCE NO. 708**

**AN ORDINANCE OF THE CITY COUNCIL OF CORNING, CALIFORNIA AMENDING CHAPTER 5.50 OF THE CORNING MUNICIPAL CODE RELATED TO PERMANENT AND MOBILE FOOD TRUCK VENDORS**

**WHEREAS**, the City of Corning, California (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, Article XI, section 7 of the California Constitution grants the City broad discretionary power to "make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws"; and

**WHEREAS**, the City Council finds that mobile vending vehicles, also called food trucks, have been increasingly prevalent in recent years, but can create some health and safety concerns in their operation, including an increase in congestion and may endanger both motorists and the food truck patrons; and

**WHEREAS**, mobile vending businesses also create blight and noise in residential neighborhoods and commercial corridors; and

**WHEREAS**, mobile vending businesses, which includes those selling food, dry goods, and ice cream, attract attention in residential areas and cause residents to congregate around vehicles, often in the street, and frequently blocking or obstructing public roads and/or sidewalks; and

**WHEREAS**, mobile vending businesses have increased problems near schools, parks, and recreational facilities where children are present, and the operator of the mobile vending unit may not have the capacity to move in a timely manner; and

**WHEREAS**, the act of looking for prospective buyers while operating a food vending vehicle may make the operator less attentive to pedestrian and vehicular traffic and when done on public roadways this poses obvious traffic and safety risks to the public, which the City seeks to prevent; and

**WHEREAS**, mobile vendors usually have box like trucks that create line of sight problems for motorists if they are parked within 100 feet of an intersection, and using horns, whistles and other attention-getting sounds, mobile vending businesses can cause noise pollution in residential area; and

**WHEREAS**, for the health, safety, and welfare conditions set forth in this ordinance, the City seeks to regulate the use of mobile vending vehicles, or food trucks, within the City of Corning.

**NOW, THEREFORE**, the City Council of the City of Corning, California does hereby **ORDAIN** as follows:

**SECTION 1.** Chapter 5.50 "STREET VENDING" of Title 5 "BUSINESS TAXES, LICENSES AND REGULATIONS" is hereby repealed and replaced in its entirety with the following:

**CHAPTER 5.50 – MOBILE VENDING VEHICLES**

**5.50.010 – Purpose**

**[TO BE COMPLETED]**

## **5.50.020 – Definitions**

City- City of Corning

Mobile Truck

Mobile Truck Site- the location of operation of the Mobile Truck, which must be a commercial zoned property.

Vendor- the operator of the Mobile Truck

## **5.50.030 – Semi-Stationary Mobile Truck Requirements**

A semi-stationary or semi-permanent Mobile Truck shall comply with the following requirements:

- A. Mobile Truck Site must have Class-II road base and appropriate lighting.
- B. Mobile Truck must have access to a toilet and handwashing facility within 200-feet of the Mobile Truck Site (California Retail Food Code) during the Mobile Trucks' business hours. Portable toilets are not allowed.
- C. Mobile Truck shall not use or permit use of parking spaces on the Mobile Truck Site if doing so will adversely affect the on-site parking available for primary use as determined by the City.
- D. Hours of operation at an approved Mobile Truck Site shall be no earlier than 7:00 AM and no later than 10:00 PM and the vehicle shall be moved each night out of public view.
- E. There shall be no more than one motorized Mobile Food Truck within 300-feet of each other.
- F. Mobile Truck shall be entirely self-sufficient regarding gas, water, and telecommunications.
- G. The Vendor shall not discharge or allow discharge of items from any Mobile Truck onto the sidewalk, gutter, storm inlets, or streets. The Vendor shall not dispose or allow the disposal of any trash or refuse in any such public or private trash receptacle other than a trash receptacle owned, operated, or otherwise provided by and under the control of the vendor.
- H. Proof of current vehicle registration and insurance must be maintained by the Vendor of the Mobile Truck at all times.
- I. Site plan with dimensions, indicating the location of all existing buildings, structures, driveways, parking spaces, traffic controls, and improvements, the location where the proposed vending activity and improvements will be located upon the site.
- J. No permanent signs are permitted. Vendors may use a sandwich board or one flag sign to advertise if it does not impede the path of travel by foot, bicycle, vehicle and shall not be placed in the City right of way.
- K. Mobile Trucks shall only operate at the location approved by the City.
- L. Mobile vendors shall ensure that all customer queuing, waiting areas or lines do not block, hinder, interfere with pedestrian thoroughfare of a minimum of 48 inches of accessible path or travel on the sidewalk or vehicular traffic along, over, or across public or private property.
- M. Mobile vendors shall not use any portable cooking equipment, gas fueled appliance, wood burning ovens, or any open flame unless approved and permitted by the Fire Chief at the Corning Volunteer Fire Department and the County Environmental Health Department.

- N. During an urgent or emergency public safety event or incident, including but not limited to, a traffic accident, crime scene, medical emergency, gas leak, natural disaster, fire, on-site construction, road work or related work on a capital improvement project, the City may temporarily require the Mobile Truck to relocate to another location to protect the public's safety, health, or welfare.
- O. Vendors shall not sell or vend any of the following pursuant to this Chapter:
  - 1. Live animals,
  - 2. Adult oriented material depicting, describing, or relating to anatomical areas or specified sexual activities,
  - 3. Alcohol, Cannabis, Marijuana, or tobacco products that contain nicotine or any product used to smoke (or vape) nicotine, cannabis, or marijuana.
  - 4. Weapons, including knives, guns, or explosive devices; airsoft guns, paintball guns, BB devices or imitation firearms.
  - 5. Pharmaceuticals, Illegal or counterfeit merchandise, or any other food or merchandise or products prohibited by local, state, and federal laws.
  - 6. Mobile Vendors are not allowed to use or operate or permit to be played, used, or operated, any radio, receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing of sound including horns, bells, whistles, or any other noise making device.
- P. Mobile Truck shall not be allowed to park within 300 feet of a brick-and-mortar food/drink service business.
- Q. Mobile Truck shall not be allowed to park within 500-feet of a school, farmer's market, special event, place of worship, child day care facility, recreation facility, or City Park without written consent from the property owner.
- R. Mobile Truck shall not be allowed to do business in any location where the posted speed limit is greater than 35 mph. unless a turning lane is established.
- S. Only one mobile vendor is allowed on any one individual private property at any given time.
- T. All Mobile vendors are required to apply for a Conditional Use Permit and have their case heard in front of the Planning Commission.
- U. No mobile vending in a residential zone.
- V. All current Mobile Trucks in existence prior to enactment of this ordinance will be considered permissible non-compliant uses.
- W. If a mobile vendor leaves a grandfathered location for more than 30 days the grandfathered location becomes void.

#### **5.50.40 – Non-Stationary Mobile Truck Requirements**

- A. Mobile vendors shall only conduct vending operations in the area or route approved by the City.
- B. Any mobile vendor that is vending in the City for longer than one hour during any 24-hour period must be legally parked within 200-feet of a readily available restroom that has been approved by the City. The mobile vendor operator must provide written evidence to the City that they have permission for the use of the restrooms.
- C. Any mobile vending vehicle in a residential zone shall move continuously except when necessary to complete a sales transaction but must not exceed a maximum of 10 minutes.

- D. Vending may only occur when the mobile vending vehicle is legally parked. Mobile vendors shall comply with the California Vehicle Code along with Title 10 (vehicles and traffic) and Title 12 of the Corning Municipal Code (streets, sidewalks, and public places) including all posted signage related to parking, stopping, standing, loading/unloading zones, fire lanes, red curbs and or any other restrictions always.
- E. Mobile vending vehicles shall park in a manner which ensures that customers shall be able to order and pick up safely without stepping into a parking space, into a street, or into a landscaped area.
- F. Mobile vendors shall not utilize portable generators unless approved by the Fire Chief of the Corning Volunteer Fire Department.
- G. Mobile vendors shall only use a minimum number of light fixtures necessary for safe operation of the mobile vending activity. The mobile vendor shall not display flashing neon or electric display signs so as not to distract drivers and draw attention to the mobile vendor.
- H. For public safety concerns, including but not limited to pedestrian, vehicular, public, and mobile vendor safety, no mobile vending vehicle shall stop, park, or stand to make a sales transaction from the following locations, or within the number of feet designated below from the nearest portion of the following locations:
  - 1. Within 50 feet of any street intersection
  - 2. Within 50 feet of any traffic control device (including traffic signals and traffic signs)
  - 3. Within 50 feet of a fire hydrant.
  - 4. On any designated emergency vehicle access way
  - 5. Within 50 feet of any driveway or driveway apron
  - 6. Within 50 feet of a marked crosswalk
  - 7. Within 50 feet of a curb return or curb ramp
  - 8. Within 50 feet of any loading or unloading zone, parking space, or access ramp or parking space designed for individuals with disabilities.
  - 9. Within 50 feet of a bus stop, taxi stand, bus bench or bus shelter.
  - 10. Within 50 feet of any entrance, fire escape or emergency exit of any business during the hours that business is open to the public.
  - 11. Within 50 feet of another mobile vendor or sidewalk vendor
  - 12. Within 50 feet of a parking lot
  - 13. Within 50 feet of any railroad crossing or train tracks
  - 14. Within 50 feet of any outdoor dining
  - 15. Within 500 feet of any Emergency Operations Center
  - 16. When the posted speed limit is greater than 25 mph.
- I. Mobile Vending at an active Construction site is allowed as long as the active construction site that has a valid City building permit in a commercial, Industrial or Residential zone with written consent from the person who is legally in control of the property where the lawful construction activity with a valid City building permit has been issued for the property. The sole purpose of the mobile vendor is exclusively for the vending to the construction employees. The mobile vendor may not be parked for more than one hour and must be parked on private property.

#### **5.50.50 – Exemptions to Mobile Truck Requirements**

- A. This Chapter shall not apply to a person delivering goods, wares, merchandise, groceries, or prepared foods upon order of, or by agreement with, a customer from

a fixed store, restaurant, or other fixed place of business, distribution, or warehouse.

- B. This shall not apply to mobile vendors participating in any organized community event or a sidewalk vendor licensed through the City pursuant to Chapter 12.35 of the Corning Municipal Code.
- C. The City may review and approve mobile vending activities as part of a special event and/or as a concessionaire conducted by a permitted mobile vendor on City property operated under the rules and regulations of this chapter.
- D. This shall not apply to any mobile food truck currently doing business in the City at the time this ordinance goes into effect. Once a non-conforming truck moves from its location for more than 30 days its permissible non-conforming status will be extinguished for that location.

#### **5.50.060 - Mobile Truck Applicable Process**

Every person, prior to engaging in, conducting, operating, maintaining, advertising, or carrying on the business as a mobile vendor (Semi Permanent, Moving, or Sidewalk Vending) shall file an application with the City. Such application shall be accompanied by a non-refundable permit application fee in the amount established by resolution of the City Council, and shall contain, at a minimum, the following information:

- A. The legal name, date of birth, current mailing address and telephone number of the operator who will be solely responsible for the Mobile Vending Vehicle Permit regardless of that person being employed or engaged by another individual or a business or using a mobile vending vehicle owned by another individual or a business. The operator must be at least 18 years old.
- B. If the operator is an agent of an individual, company, partnership, corporation, or other entity, the name, current telephone, email, and business address of the principal.
- C. A copy of the operator's government-issued photo Identification, California driver license or identification number, which shall not be available to the public and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order.
- D. The legal name, date of birth, current mailing address and telephone number of all persons who will be employed by the operator who will work as a mobile vendor.
- E. A copy of any employee's government-issued photo Identification, California driver license or identification number, which shall not be available to the public and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order.
- F. Whether the operator tends to vend food, merchandise, or both.
- G. If the mobile vendor is selling food, a description of the type of food to be sold, and whether such foods are prepared onsite or are prepackaged offsite.
- H. If selling merchandise, a description of the merchandise to be sold.
- I. The hours of operation per day and the day(s) per week which the operator proposes for vending activities.
- J. Vehicle make, model, year, body type, license plate number, VIN.
- K. If handling food, a certification of a food handler course
- L. The operator shall maintain and provide proof of insurance with a minimum policy of one million per occurrence.

#### **5.50.070 – City Review of Application**

- A. The City shall determine within 30 calendar days after review of the submission of any Mobile Vending Permit to determine if the application contains all the required documentation. Any application that is missing required documentation or is not accompanied by the required fee shall be deemed incomplete and will not be processed.
- B. Investigation and Findings, upon receipt of a complete Mobile Vending Permit application the City shall conduct a thorough investigation of the application and shall make a determination upon the application in 30 days. The City may request supplemental information to make a determination.
- C. The City shall approve the issuance of a mobile vending permit unless it is determined that any of the following disqualifications exist:
  - 1. The operator has failed to submit any of the information, documentation, or fees required.
  - 2. The operator does not possess all federal, state, and local permits, licenses, certificates, and/or approvals required to engage in the activity subject to the permit.
  - 3. The operator has made one or more materially false, misleading, or fraudulent misstatements or misrepresentations in the application or supplemental information.
  - 4. The conduct of the mobile vendor will unduly interfere with traffic or residents quite and peaceful enjoyment of their property, or otherwise be detrimental to the public peace, health, safety, or general welfare.
  - 5. The conduct of such mobile vending will require the diversion of police officers or firemen.

#### **5.50.080 – Denial of Permit**

If a Mobile Vending Permit is denied, the operator will receive a written letter of notification along with the grounds for denial and will be mailed to the operator address listed on the application.

#### **5.50.090 – Term of Permit**

A mobile vending permit shall automatically expire at the end of the year issued.

Any operator who has been issued a Mobile Vending Permit and seeks to continue vending must renew it before the end of January 31. If not renewed prior to Jan 31 the Mobile Vending Permit will become null and void.

#### **5.50.100 – Appeal of Denial or Revocation**

- A. Any person who has been denied a Mobile Vending Permit or who has had a mobile vending permit revoked may appeal such determination to the City Council, by filing a request for an appeal with the City Clerk and tendering a filing and appeal fee as set by resolution of the City Council, within 30 days of notice.
- B. Appeals shall be in writing addressed to the City Clerk and include name, current mailing address, and telephone number of the appellant, the date of the denial or revocation letter, a statement as to all grounds for appeal in sufficient detail to enable the City Council to understand the nature of the controversy and a signature of the appellant under penalty of perjury as to the contents of the request for appeal.
- C. An appeal should be scheduled for a public hearing within 30 days.
- D. The City shall give notice to the appellant of the hearing time and location.



- E. If the City Council chooses to overturn the decision, they shall state the specific reasons for the reversal.

#### **5.50.110 – Conditions on Mobile Truck Permit**

- A. Mobile vendors shall adhere to all operating conditions and requirements set forth in this chapter, and all restrictions, limitations, and operating requirements set forth in this chapter shall constitute conditions upon any Mobile Vending Permit issued.
- B. The conditions, restrictions and operating requirements set forth in this chapter are intended to protect the health, welfare and public safety of vendors, their patrons, and the general public for reasons including but not limited to:
  - 1. Reducing exposure to pedestrian versus vehicle contact
  - 2. Ensuring better visibility of drivers entering or exiting driveways
  - 3. Protecting access to public right-of-way by disabled persons to comply with the Americans with Disabilities Act
  - 4. Ensuring safe pedestrian pathways in areas commonly utilized by pedestrians.
  - 5. Preventing the appearance of "marketplace" vending which is more likely to generate crowding on public sidewalks that would impede pedestrians and accessible use of sidewalks by disabled persons.
  - 6. Reducing the chance pedestrians will enter vehicular right of ways or block the entrance or exit to a business.
  - 7. Reducing the danger that children will enter into traffic and be injured or killed trying to reach a vendor especially near schools, day care facilities, parks, and recreational facilities.
  - 8. Reducing unnecessary or unanticipated slowing of vehicles approaching on-ramps, immediately adjacent to curb and sidewalk, or exiting freeway off-ramps where drivers are merging into oncoming traffic which is likely to cause accidents.
  - 9. Reducing the possibility that drivers will be distracted in their line of site by a vendor in the way of oncoming traffic.
  - 10. Causing visual distraction to the driving public such as lighting.
  - 11. Causing excessive noise that disturbs the peace.
  - 12. Eliminating litter, refuse and food waste from the public right of way and
  - 13. Reducing the likelihood of contamination deposited into the City's storm drain system.

#### **5.50.120 – Enforcement**

- A. Violations deemed a nuisance. It is unlawful and declared a public nuisance for any owner, operator, person to operate, conduct, or maintain a mobile vending vehicle contrary to the provisions of this chapter.
- B. Any owner, operator or person who violates any provision of this chapter is guilty of a misdemeanor punishable by a fine of up to \$1,000.00, or by imprisonment in the County jail not exceeding 6 months, or by both; except the District Attorney, in their discretion, may prosecute a violation of this chapter as an infraction subject to the penalties in this code.
- C. Administrative citations may be issued for violations of the provisions of this chapter.

**SECTION 2. CEQA.** The City Council finds and determines for the reasons stated in the recitals, that adoption of this Ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) of the CEQA Guidelines.

**SECTION 3.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council held on the 12<sup>th</sup> day of March, 2024

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Robert Snow, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

## ORDINANCE NO. 709

### AN ORDINANCE OF THE CITY OF CORNING ESTABLISHING RULES AND REGULATIONS FOR SIDEWALK VENDING

**WHEREAS**, on September 17, 2018, California Governor Brown signed Senate Bill ("SB") 946 into law, which regulates and decriminalizes certain sidewalk vending activities; and

**WHEREAS**, the City undertook an extensive review of vending activities in light of SB 946, including the separation of sidewalk vending regulations from the broader regulations associated with food trucks; and

**WHEREAS**, the City of Corning seeks to adopt an ordinance complying with the requirements of SB 946 while also imposing regulations essential to protect the health, safety, and welfare of its residents, workers, businesses, and visitors; and

**WHEREAS**, the City Council further finds that the regulations are necessary to ensure compliance with the federal American with Disabilities Act of 1990 and other disability standards.

**NOW, THEREFORE**, the City Council of the City of Corning, California does hereby ORDAIN as follows:

Section 1. Chapter 12.20 "SIDEWALK VENDING" is hereby added to Title 12 "STREETS, SIDEWALKS AND PUBLIC PLACES" as follows:

#### **12.20.010- Purpose**

The City of Corning seeks to adopt a Sidewalk Vending Ordinance in conformity with Government Code Section 51036, et seq. allowing such vending to occur within the City's jurisdiction, subject to other provisions of federal, state, and local law.

#### **12.20.020- Definitions**

For purposes of this section, the following words or phrases shall have the following meanings:

**Cart-** Collectively, a Stationary Cart or a Mobile Cart.

**Citation-** An Administrative Citation issued pursuant to Chapter 1.22 of this Code.

**City-** The City of Corning, a municipal corporation.

**Food-** Any type of edible substance or beverage.

**Goods or Merchandise (Merchandise)-** Any item that is not Food.

**Mobile Cart-** A piece of equipment used for vending, which is mobile, has no motor and is capable of being propelled by a single Person.

**Person or Persons-** One or more natural persons, individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit or any other activity.

**Sidewalk-** Any surface in the public right-of-way provided for the exclusive use of pedestrians.

**Stationary Cart-** A piece of equipment used for Vending, as specified in the Rules and Regulations, which has no motor and is not mobile, except when being pushed, carried, or transported to and from a space on the Sidewalk on a daily basis.

**Vend, Vends or Vending-** To sell, offer for sale, expose or display for sale, solicit offers to purchase, or to barter Food or Merchandise, or to require someone to negotiate, establish or pay a fee before providing Food or Merchandise, even if characterized as a donation.

**Vending License (License)-** A written City approval required for each person who Vends in the City.

**Vending Permit (Permit)-** A written City approval required for each Cart used for Vending in the City.

**Vendor-** A Person who Vends.

## **12.20.030- Permit and License**

### **1) License.**

- (a)** Every Person who engages in Vending is a Vendor and must first obtain, and at all times maintain, a valid License.
- (b)** Every Vendor must Vend in compliance with the terms and conditions of the License.
- (c)** To apply for a License, the Vendor must present a valid identification, such as a State of California identification, any other government-issued identification card and provide the following information:
  - (1)** The name, address, and telephone number of the Vendor.
  - (2)** Proof of liability insurance in an amount no less than \$50,000;
  - (3)** A Vendor who sells Food, in addition to the requirements of this subdivision, shall certify completion of a food handler course and present a copy of the course completion certificate.
- (d)** A License must be renewed every year, prior to expiration.
- (e)** No License is transferable.
- (f)** The Vendor shall comply with all requirements of Tehama County Environmental Health during all times that the License is in effect.
- (g)** The applicant must pay an application or renewal fee to the City which shall be \$250.00 per year.

### **2) Permit.**

- (a)** Every Cart used for Vending must obtain and display a valid Permit. Every Cart must be placed and used at all times in compliance with the terms and conditions of the Permit and all other applicable laws and regulations.
- (b)** An applicant for a Permit shall present a valid identification, such as a State of California identification or any other government-issued identification and provide the following information:
  - (1)** The name, address, and telephone number of the Vendor.

- (2) A complete list of the types of Food or Merchandise that will be sold.
  - (3) The hours per day and days per week during which Sidewalk Vending will be conducted.
  - (4) An application for placement of a Stationary Cart in a commercial or industrial area of the City shall contain the proposed location, marked by major cross streets, and either the north, south, east, or west side of the street and a photo or sketch of that location. An application for a Mobile Cart in a residential area of the City shall contain a sketch showing the route the Vendor will travel.
  - (5) Proof of liability insurance.
- (c) A Person may apply for a maximum of three separate Permits.
  - (d) A Permit must be renewed every year, prior to expiration. The Vendor shall pay an application and renewal fee for the permit, which shall be \$250.00 per year.
  - (e) No Person may Vend by placing an object on the Sidewalk unless it has a Permit. The Permit must be attached onto the Cart and be posted where visible.
  - (f) A Permit is not transferrable to another Cart, location, or route.

#### **12.20.040- Additional Requirements**

1. At all times, a Vendor must remain in compliance with the provisions of the Corning Municipal Code.
2. Every Vendor who Vends with a Cart must be in possession of a valid License and the Cart must display a valid Permit.
3. No more than two Stationary Carts with approved Permits may be used to Vend on the Sidewalk of a single block face within commercial and industrial area Sidewalks of the City.
4. A Vendor may not use a Stationary Cart to Vend in a residential area. Only a Mobile Cart may be used to Vend in a residential area.
5. A Vendor who Vends in a residential area with a Mobile Cart shall move continuously, except when making a sale, which must not last longer than 10 minutes.
6. Every Cart must not exceed a length of 72 inches, a width of 54 inches, or a height, including roof or awning, of 78 inches. A Permit application may request, and the City may approve, a small table for condiments to be used in conjunction with a Cart selling Food.
7. A Food Vendor must provide a trash receptacle for customers and must ensure proper disposal of customer trash. The trash receptacle must be large enough to accommodate customer trash without resort to existing trash receptacles located on any block for use by the general public. A Vendor may not dispose of customer trash in existing trash receptacles on Sidewalks.

8. A Vendor must maintain a clean and trash-free 10-foot radius from the Vendor's Cart during hours of operation and must leave the area clean by the approved closing time.
9. No Cart, condiment table or Vendor's trash receptacle may be left on the Sidewalk after the Vendor's approved closing time.
10. No Cart shall be chained or fastened to any pole, sign, tree, or other object in the public right-of-way or left unattended by the Vendor.
11. Vending within 500 feet of any K-12 school is prohibited from 6:00 a.m. through 6:00 p.m.
12. Vending of illegal or counterfeit Merchandise is prohibited.
13. Vending at a City Special Event, Farmers' Market, Swap Meet, or Street Fair Market is prohibited.
14. Vending in a City Park or Facility when there is an exclusive agreement in place with the City is prohibited. Vending in a City Park or Facility between the hours of 10:00 p.m. and 8:00 a.m. is prohibited
15. Vending of services is prohibited.
16. Vendors shall comply with the Americans with Disabilities Act (ADA) and shall not block any ADA path of travel.
17. Vendor shall possess a valid California Department of Tax and Fee Administration seller's permit.

#### **12.20.050- Placement of Carts**

1. Vending Food or Merchandise on City Sidewalks shall be prohibited:
  - (a) Within 5 feet of a marked crosswalk.
  - (b) Within 15 feet of the curb return
  - (c) Within 10 feet of any fire hydrant, fire call box or other emergency facility.
  - (d) Within 5 feet ahead and 45 feet to the rear of a sign designating a bus stop.
  - (e) Within a marked bus zone.
  - (f) Within 5 feet of a bus bench.
  - (g) Within 15 feet of a driveway or driveway apron.
  - (h) Within 18 inches from the edge of the curb.
  - (i) Where placement impedes the flow of pedestrian traffic by reducing the clear space to less than 6 feet, or impedes access to or the use of abutting property, including, but not limited to, residences and places of business.
  - (j) On City Owned property without prior City approval.
2. Notwithstanding any specific prohibitions in this subsection, no vendor shall install, use, or maintain a Cart where placement endangers the safety or persons or property.

#### **12.20.060- Penalties**

General Violations- A violation of this ordinance is punishable by the following:

- 1) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.
- 2) An administrative fine not exceeding two hundred dollars (\$200) for each additional violation within one year of the first violation.
- 3) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

Failure to Obtain Permit- If a vendor fails to obtain a sidewalk vending permit from the City, vending on the sidewalk without a permit may be punishable by the following in lieu of the administrative fines set forth in Section 1 above:

- 1) An administrative fine not exceeding two hundred fifty dollars (\$250) for a first violation.
- 2) An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.
- 3) An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one year of the first violation.
- 4) The City may rescind the permit issued to a Vendor upon the fourth violation or any subsequent violation.

#### **12.20.070- Severability**

If any provision, paragraph, word, or section of this article is held to be invalid by a court of competent jurisdiction, the remains provisions, paragraphs, words, and sections will not be affected and remain in full force and effect.

**SECTION 2. CEQA.** The City Council finds and determines for the reasons stated in the recitals, that adoption of this Ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) of the CEQA Guidelines.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Robert Snow, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

**ITEM NO: J-8  
APPROVE AGREEMENT WITH  
IMAGE TREND, LLC FOR CORNING  
FIRE DISPATCH CENTER  
SOFTWARE, SUPPORT, TRAINING,  
AND IMPLEMENTATION IN THE  
INITIAL AMOUNT OF \$9,100.**

**February 27, 2024**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: BRANT MESKER, CITY MANAGER**  
**TOM TOMLINSON, FIRE CHIEF**

**SUMMARY:**

Fire Dispatch needs to update/upgrade the center's existing computer software to allow for better and more efficient service. The proposed agreement with Image Trend, LLC will provide updated software which is currently being used in Red Bluff and other neighboring communities, setup, initial training, and implementation. The proposed software will provide programs to assist with:

- Reports/Reporting;
- Incident Tracking;
- Records Retention and Cloud Use; and
- Communications.

**TERM:**

The term of the proposed agreement is 12 months from agreement effective date and will automatically renew upon expiration date under same terms/conditions for an additional 12 months unless terminated under the terms of this agreement, or by either party providing no less than 30-days written notice prior to last day of current term.

**FINANCIAL:**

Initial cost is estimated to be \$9,100 (\$9,091.64) for annual (Recurring) fee and initial setup, training, and implementation through June 30, 2024. This amount includes the initial setup, training, and implementation fees (\$7,425) and four (4) months of the annual Recurring Fee at \$416.66 per month (prorated from signature date to June 30, 2024) at which time, on July 1, 2025 the \$5,000 annual "Recurring fee" will be due. These fees do not include any additional fees for increased transaction volume. The initial cost through June 30, 2024 have been taken into consideration as part of the mid-year budget adjustments.

- \$7,425 Initial setup, training, and implementation fee:
  - 8 hours onsite training session (\$1,000)
  - Elite <sup>TM</sup>Rescue Set-up and Implementation (\$5,625).
- \$5,000 Annual (Recurring) fee Elite <sup>TM</sup>Rescue – Saas (Includes Elite <sup>TM</sup> Field).
- Annual Recurring Fees will escalate by 7%, not including any additional fees for increased transaction volume, to:
  - \$5,350 on July 1, 2025;
  - \$5,724.50 on July 1, 2026; and
  - \$6,125.22 on July 1, 2027.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL APPROVE AGREEMENT WITH IMAGE TREND, LLC FOR SOFTWARE, INSTALLATION, TRAINING, AND CUSTOMER SUPPORT FOR THE FIRE DEPARTMENT'S DISPATCH CENTER IN THE ESTIMATED AMOUNT OF \$9,100 THROUGH JUNE 30, 2024.**



# Master Software and Services Agreement

**CONTRACT NUMBER: 00008651.0**

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*BETWEEN*

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**City Of Corning Volunteer Fire Department**

**814 Fifth St.**

**Corning, CA 96021**

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*AND*

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**IMAGETREND®**

**ImageTrend, LLC**

**20855 Kensington Blvd.**

**Lakeville, Minnesota 55044**

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the ImageTrend, LLC, a Minnesota corporation (hereinafter "ImageTrend"), and City Of Corning Volunteer Fire Department (hereinafter "Client"), together "the Parties."

## RECITALS

**WHEREAS**, Client desires to have services performed by ImageTrend; or

**WHEREAS**, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend; or

**WHEREAS**, Client desires to purchase Custom Software Development from ImageTrend; and

**WHEREAS**, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### SECTION 1. DEFINITIONS

**"Agreement"** and **"This Agreement"** means this Master Software and Services Agreement, the Work Orders issued hereunder, all Attachments and Exhibits attached hereto, or any Amendments made in mutually executed hereto.

**"Business Day"** means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

**"Business Week"** means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

**"Confidential information"** means the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

**"Commercial Off The Shelf" or "COTS"** means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP. MOTS means Modified Off The Shelf, and is a derivative work of ImageTrend COTS Software.

**"Custom IP" or "Custom Software"** means software products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

**“Deliverable”** means an intangible or tangible product, material, or service produced as a result of a Work Order, and each Deliverable is specified in the corresponding Work Order from which it is produced.

**“Disclosing Party”** means the party disclosing Confidential Information to the other party, see also Receiving Party.

**“Effective Date”** means the date upon which the last party has signed and executed this Agreement.

**“Fixed Fee”** means a fixed amount of compensation due in return for a fixed Deliverable.

**“Governmental Entity”** shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated.

**“Intellectual Property”** means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names (“Trademarks”, which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author’s rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, “Intellectual Property Rights” includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

**“Licensed Information”** means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

**“Local Travel”** means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

**“Materials” and “Expenses”** means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

**“Master Services Agreement”** means this document excluding Work Orders issued from this document.

**“Pre-Existing Materials”** means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for

Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

**“On-Site Hour”** means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

**“Statement of Work”** means the technical document which outlines a mutually agreed upon specification for particular Custom Development projects and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

**“Support”** means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client.

**“Software”** means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

**“Receiving Party”** means the party receiving Confidential Information from the Disclosing Party.

**“The Agreement”** means collectively this Master Services Agreement, its Exhibits, all Work Orders issued from this Master Services Agreement, and all Exhibits to Work Orders.

**“Third Party Material(s)”** means software or other materials owned by a party other than Client or ImageTrend.

**“Time and Materials Basis”** means charges billable to the Client based upon each hour worked, multiplied by the hourly rate for the work, plus the cost of any Materials necessary (including but not limited to, the cost of third party software licenses, travel and accommodation expenses, or otherwise), or Materials beneficial (conditioned upon mutual assent of the parties), billed on a monthly basis in arrears.

**“Work Order”** means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

## SECTION 2. TERM OF AGREEMENT

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The Term of this Agreement shall be 12 months from the Effective Date of this Agreement (“Initial Term”). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent 12 month term (“Renewal Term”), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.

## SECTION 3. WORK ORDERS

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**CREATION OF WORK ORDERS.** The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of

each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Software and Services Agreement shall hold instead.

**LIMITATIONS OF WORK ORDERS.** Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption. The parties will make commercially reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

**MODIFICATION OF WORK ORDERS.** Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing. Modifications requiring less than an estimated 10 hours of work may be proposed and accepted verbally, with such modifications requiring less than 10 hours of work billed on a Time and Materials basis.

**FEE MODEL.** The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
<b>Fixed Fee</b>	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee, plus Expenses. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.
<b>Time and Materials</b>	ImageTrend shall perform the work outlined in the Work Order on a Time and Materials basis, at the rate(s) specified in the Work Order.

**LEGAL EFFECT.** Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called “the Agreement.” Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in the Price Sheet and Work Order Attachment below control.

**CUSTOMIZED SOFTWARE DEVELOPMENT.** The parties may mutually agree to a Work Order also known as a Statement of Work for the development of new or custom software, also known as “Modified Off The Shelf” or MOTS. All normal requirements of the Work Order shall apply, but additionally the parties must work together to mutually define a Statement of Work which outlines the tasks, and their timelines, to be undertaken as part of the project. Any Customized Software or MOTS Software developed under this Agreement will be Intellectual Property owned by ImageTrend. Should Client

desire ownership of any Intellectual Property developed by ImageTrend, this must be embodied by a separate, mutually executed contract. For clarity, Client shall not and will not own any ImageTrend Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

#### **SECTION 4. PERFORMANCE OF SERVICES**

**COMMENCEMENT.** ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order. No services shall begin before mutual signed and written final acceptance of each Work Order.

**USE OF KNOW HOW.** ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 “Licensing and Intellectual Property” and the Software Licensing Terms Attachment.

**MATERIALS.** Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the parties mutually agree should be acquired, and it shall be the Client’s responsibility to pay for those materials.

**ACCEPTANCE OF SERVICES AND DELIVERABLES.** ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party’s satisfaction with the Deliverable. If 1) a Deliverable’s acceptance criteria is based on Client’s satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

*After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client’s acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.*

#### **SECTION 5. FEES, INVOICING, AND PAYMENT TERMS**

**PROMPT PAYMENT ACTS. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING PARAGRAPH APPLIES:** To the degree any term in this Section 5, or any payment related term in any Work Order,

conflicts with the governing prompt payment act or similar procurement act which unambiguously limits client's ability to agree or comply with any term in this section 5 or in any payment related term in any work order ("The PPA"), the term in the PPA will instead control. For clarity, unless there is an unambiguous conflict between the terms of this Section 5 or in any Work Order, the PPA shall not control and this Agreement shall still control.

**FEES.** Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

**SCHEDULING NON-LOCAL TRAVEL.** For air travel Client may, and is strongly advised to, schedule travel no less than 3 weeks in advance of the first on-site date by written request; ImageTrend reserves the right to approve or deny travel requests on a per-request basis. Client may also request travel by writing with 3 weeks or less advance notice; ImageTrend reserves the right to approve or deny such travel requests, and to invoice costs to Client due to scheduling changes ImageTrend must make to accommodate such a request if approved.

**CANCELLATION, RESCHEDULE, OR DELAY.** Client will provide to ImageTrend (10) ten business days prior written notice of Client's intent to delay, reschedule, or cancel ("Staffing Change") any service in a Work Order which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). If Client fails to provide such notice, Client shall reimburse ImageTrend for loss caused by the Staffing Change. ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

**INVOICING.** Unless otherwise specified in a Work Order, invoices must be paid on Net 30 terms. Any objection to an invoice must be made in writing. Client may request up to an additional 15 days to review Deliverables associated with an invoice, approval to which ImageTrend shall not unreasonably withhold. If Client does not object to an invoice, or request an extension to review Deliverables, within 15 days after receipt of the invoice then the invoice is deemed accepted and any right to object to the invoice is waived. Payment shall be made by check or by ACH transfer to ImageTrend.

**REMEDIES FOR NON-PAYMENT.** Should Client fail to pay per the terms of this Agreement and this Section 5, ImageTrend may; 1) suspend services under all Work Orders until such payment is made in full, and/or 2) charge a late fee at the lesser of 1.5% or the maximum allowed by law, and/or 3) invoice Client for the costs of collection including reasonable attorney's fees.

**TRAVEL COSTS.** Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay \$1,800 per ImageTrend trainer per trip and a further \$1,750 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however, Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours

each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

**TIME AND MATERIALS RATE.** Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is \$225.00 per hour.

**PRICE ESCALATION.** ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 7% of the then current price for each anniversary of the Effective Date beginning one year from the last signature. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

## **SECTION 6. DATA AND INTELLECTUAL PROPERTY**

**CLIENT DATA.** All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

**DE-IDENTIFICATION.** ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

**GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP.** All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below in the Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another



license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per in the Software Licensing Terms Attachment below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

## **SECTION 7. CONFIDENTIALITY**

**CONFIDENTIALITY ACKNOWLEDGEMENT.** Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, pricing structures, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. Each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below. Orally transmitted information shall not be Confidential Information unless specified as such in a writing transmitted from the Disclosing party to the Receiving party within 15 days of the oral transmission, with such writing providing a reasonable description and scope of the Confidential Information transmitted. This confidentiality shall not extend to documents or information which Client is required to disclose pursuant to the California Public Records Act.

**CONFIDENTIALITY OBLIGATIONS.** Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party; or (v) is subject to disclosure pursuant to the California Public Records Act.

**SURVIVAL.** This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

## **SECTION 8. WARRANTIES**

**NO CONFLICTS OF INTEREST.** ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

**SERVICES.** All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will

substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

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**SECTION 9. LIMITATION OF LIABILITY**

EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

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**SECTION 10. DISPUTE RESOLUTION****DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES.**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

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**SECTION 11. NON-EXCLUSIVITY**

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

**SECTION 12. AMENDMENTS**

This Agreement may only be modified by a mutually executed writing including but not limited to Work Orders, signed by a person having authority to sign.

**SECTION 13. TERMINATION**

Either Party may terminate this Agreement upon giving the other Party thirty days (30) days' prior written notice to the other Party in addition to any other remedy or right contained in this Agreement. This right of termination is additive to other rights of termination identified above in this Agreement and does not preclude the exercise of those other rights.

**SECTION 14. INDEMNIFICATION**

**IMAGETREND INDEMNITY.** ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses ("Claims"), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend's choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client's negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

**SECTION 15. COOPERATIVE USE**

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal Laws.

**SECTION 16. GENERAL TERMS**

- a. **INSURANCE REQUIREMENTS.** ImageTrend will provide to Client a Certificate of Insurance upon request.
- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same.
- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party's written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.

- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") This clause shall not apply to costs due to ImageTrend to reimburse cancellation, reschedule, or modification of travel arrangements per §5 above. Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control.
- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out the actions or non-actions of Client.
- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of California without regard to its conflict of laws principles.
- i. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties, with respect to this subject matter, including, but not limited to the services, goods, products, and Software provided by ImageTrend for Client and the compensation provided by Client for said provision of such services therefore, and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by the parties.
- j. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- k. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- l. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by

the legislature or other sources as applicable to fulfill the requirements of the Agreement. If the insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the applicable appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.

- m. **ATTORNEYS' FEES.** In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.
- n. **INDEPENDENT CONTRACTORS.** It is the express intention of Client and ImageTrend that ImageTrend and its employees and agents will perform the services hereunder as independent contractors to Client. Nothing in this Agreement shall in any way be construed to constitute ImageTrend or its employees or agents as an agent, employee or representative of Client. Without limiting the generality of the foregoing, ImageTrend is not authorized to bind Client to any liability or obligation or to represent ImageTrend has any such authority. Client and ImageTrend agree that neither ImageTrend employees nor its agents will receive Client - sponsored benefits from Client.
- o. **NOTICES.** Any notice required to be given by either party to the other shall be deemed given if in writing on the date actually delivered (including electronic methods such as e-mail), or if deposited in the United States mail in registered or certified form with return receipt requested, postage prepaid, on the postmarked date and addressed to the notified party at the address set forth below, or to such other address as a party may designate from time to time by means of notice given hereunder to the other party.

**If to Client:**

City Of Corning Volunteer Fire Department  
Attn: Tom Tomlinson  
814 Fifth St.  
Corning, CA 96021

**If to ImageTrend:**

ImageTrend, LLC  
Attn: Legal Department  
20855 Kensington Boulevard  
Lakeville, MN 55044

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**IN WITNESS WHEREOF:** the undersigned parties, each having authority to bind their respective organizations, hereby agree.

**Client** \_\_\_\_\_

**ImageTrend** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

**“ImageTrend Elite Data Marts”** means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

**“ImageTrend Elite Reporting Tools”** means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

**“Incident(s)”** means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

**“Licensed Information”** means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

**“The Software”** means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

### SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
<b>Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)</b>	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	<p>and/or Licensed Information or copies thereof except as provided in this Agreement.</p>
<p><b>ImageTrend Hosted License (“License”)</b></p>	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p>
<p><b>Client Hosted License (“On Premise License”)</b></p>	<p>ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.</p> <p>Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client’s hosted environment’s cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend’s duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend’s responsibility to maintain or resolve problems with Client’s hosted environment. ImageTrend’s sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend’s out-of-scope rate.</p>



**SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION**

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

**SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.**

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

**SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.**

**IMPLEMENTATION.** ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

**TRAIN THE TRAINER.** ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

**INSTRUCTIONS.** ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

**SOFTWARE SUPPORT.** ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

**TRAINING USAGE AND EXPIRATION.** The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

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**SECTION 5. SOFTWARE WARRANTIES.**

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**PERFORMANCE WARRANTY.** ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

**OWNERSHIP WARRANTY.** ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

**LIMITATIONS ON WARRANTY.** All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

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**SECTION 6. MAINTENANCE.**

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ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

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**SECTION 7. RETURN OF DATA.**

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Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

copy of Client’s data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMESIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client’s end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client’s request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client’s request, but ImageTrend is under no obligation to do so.

**SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE**

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client’s Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend’s discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers (“Public Agency”)	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client’s governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Tom Tomlinson or their successor, conducts their job duties most frequently.

<p>State, County, Region, City for its constituents</p>	<p>Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority</p>	<p>Licensed individuals within Client’s legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.</p>
<p>Group Purchase (Multi-Agency)</p>	<p>Client(s) are a plurality of Private Agencies and/or Public Agencies</p>	<p>All employees &amp; contractors of each named organization, who respond to emergency medical incidents</p>
<p>Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary</p>	<p>Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.</p>	<p>All employees &amp; contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.</p>

## PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:

### One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
<b>Onsite Training Session - 8 Hours</b>	ELT.006.003.004	\$1,800.00	1	\$1,800.00
<b>Elite™ Rescue Setup &amp; Implementation</b>	ELT.003.002.003	\$5,625.00	1	\$5,625.00

**Total One-Time Fees: \$7,425.00**

### Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
<b>Elite™ Rescue - SaaS *Includes Elite™ Field</b>	ELT.001.002.015	\$5,000.00	1	\$5,000.00

**Total Recurring Fees: \$5,000.00**

**TOTAL YEAR 1: \$12,425.00**

### Send Invoices To:

Tom Tomlinson  
 ttomlinson@corning.org  
 814 Fifth St.  
 Corning, CA 96021

### Payment Terms:

- “One Time Fees” are due once upon contract signature.
- “Recurring Fees” are annual fees which recur each year. They are due on each anniversary of the fee. Recurring Fees will be prorated at \$416.66 per month from contract signature through June 30, 2024. Commencing July 1, 2024, the Recurring Fees of \$5,000.00 will be invoiced and due annually.
- The Recurring Fees will escalate in price annually by 7% and begin on July 1, 2025 and each year thereafter.
- ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client’s breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.
- ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys’ fees where, in ImageTrend’s discretion, payments are consistently deficient or late.

- All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

## SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

### 1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
<b>High/Site Down</b>	<ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more Software functions</li> <li>- Access to one or more Software functions not available</li> <li>- Major subset of Software application impacted that is necessary for usage of the software</li> </ul>	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
<b>Medium</b>	<ul style="list-style-type: none"> <li>- Minor subsystem failure</li> <li>-Data entry or access impaired on a limited basis.</li> </ul>	Within four (4) hours of initial notification	24 Business hours
<b>Low</b>	<ul style="list-style-type: none"> <li>- User error (i.e. training) or forgotten passwords</li> <li>- Issue can or must be delegated to local Client contact as a first level of response for resolution</li> </ul>	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

### 2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

### 3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

#### 4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

#### 5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

**Availability Objective:** ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

**Availability Calculation:** Availability is based on a monthly calculation. The calculation will be as follows:  $((a - b) / a) \times 100$ , where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

**Offline Capability:** The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

**Scheduled Maintenance:** ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.



**Service Disruption:** Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability:    99.0% - 99.5% = 5% of monthly hosting fee credited  
                      95.0% - 98.99% = 10% of monthly hosting fee credited  
                      90.0% - 94.99% = 15% of monthly hosting fee credited  
                      89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

## **6. General**

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

## BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated 02/21/2024 (the “Effective Date”), is entered into by and between **City Of Corning Volunteer Fire Department** located at 814 Fifth St., Corning, CA 96021 (the “Covered Entity”) and ImageTrend, LLC, a Minnesota corporation (the “Business Associate”).

**WHEREAS**, Covered Entity (also referred to as “Client”) and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

**WHEREAS**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

**WHEREAS**, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“E PHI”); and

**WHEREAS**, in order to protect the privacy and security of PHI, including E PHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or E PHI; and

**WHEREAS**, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

**WHEREAS**, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and E PHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

**WHEREAS**, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and E PHI. All capitalized terms not

otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of “minimum necessary use and disclosure,” i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, “Recipients”), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate’s obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity,

an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
  
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
  
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests

by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts to** ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

A. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or

by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and

reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- A. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

#### **10. Term and Termination.**

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- B. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
  - A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
  - B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
- D. Termination of this Agreement for either of the two reasons set forth in Section 10.c

above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

- E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
  - F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to “return or destroy,” Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) (“the Federal Healthcare Programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- A. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Compliance Department  
814 Fifth St.



Corning, CA 96021

If to Business Associate:

ImageTrend, LLC  
Attn: Legal Department  
20855 Kensington Blvd.  
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the

state and federal courts in the county in which Business Associate is located.

- 19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.
- 20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
- 21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

**IN WITNESS WHEREOF:** the undersigned parties, each having authority to bind their respective organizations, hereby agree.

<u>Client</u>	<u>ImageTrend</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ITEM NO.: J-9  
APPROVE ASSISTANT FINANCE  
DIRECTOR CLASSIFICATION, UPDATE THE  
POSITION ALLOCATION LIST AND  
AUTHORIZE RECRUITMENT  
FEBRUARY 27, 2024**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: BRANT MESKER, CITY MANAGER** 

**SUMMARY:**

Recognizing the need for reorganization and succession planning, staff is requesting the addition of an Assistant Finance Director Classification. This classification would serve the needs of the City moving into the future. The City currently utilizes a third party contracted Certified Public Accountant (CPA). This individual has expressed verbally an intent to retire or reduce the number of hours around this time next year. With this position, the City could take on tasks currently performed by the CPA, thus reducing the professional service cost. The intent is through natural attrition a position allocation would be reduced to not continuously increase the number of positions and budget. The additional budget allocation required for the remainder of this fiscal year for this position has been included in the mid-year budget adjustment process.

This item requests City Council approval of the class specification, addition of the position to the Position Allocation List, and authorizing the recruitment.

**BACKGROUND:**

The City has been contracting with a CPA for a number of years. This position, if approved, would reduce the number of hours needed by a CPA. Historically, the City spends approximately \$40,000 dollars per year on the professional service provided. Savings in this service line item would help offset the costs of this position moving into the future.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

- **MOVE TO APPROVE THE ASSISTANT FINANCE DIRECTOR CLASS SPECIFICATION, ADD THE POSITION TO THE POSITION ALLOCATION LIST, AND AUTHORIZE THE RECRUITMENT.**

**\$82,499.82 - \$100,279.14****ASSISTANT FINANCE DIRECTOR - Confidential****DEFINITION:**

Under the general direction of the City Manager/Finance Director, performs the most complex financial analysis and statistical record keeping assignments plans, organizes, oversees, coordinates, and manages the staff and operations of City-wide departmental accounting and financial services and the transaction systems of the Finance Office; performs financial management policy analysis and auditing; reviews and updates accounting procedures, performs special studies and projects, prepares and processes payroll. The Assistant Finance Director directly reports to the City Manager/Finance Director and is a confidential position within the City.

**DISTINGUISHING CHARACTERISTICS):**

Under direction of the City Manager, provides lead supervision to Accounting Support Staff. Provides work direction and organization, as well as reviews work of subordinate staff for accuracy and completion in the processing and issuance of Purchase Orders, Licenses and Utility Billings. Monitors and maintains the City's payroll and payroll system. Coordinates journal entries for the General Ledger and Accounts Payable/Receivable, and assists in work planning/scheduling, record keeping, report preparation and employee evaluation activities. Provides vital assistance to the City Manager during annual City Budget preparation. Performs other related duties as assigned.

**DUTIES & RESPONSIBILITIES (may include, but are not limited to, the following:**

- Provides work direction and organization for an assigned group of office and accounting support staff.
- Reviews work of subordinate staff for accuracy and completion, and compliance with applicable policies, procedures, and standards.
- Supervises the collection of taxes, fees, and other receipts in accordance with laws and regulations.
- Assists in maintaining fixed asset records.
- Prepares and processes journal entries for the General Ledger, reconciles and balances statements; adjusts balances and carries over proper amounts at the close of fiscal year.
- Prepares reports required by the City and other government agencies under the direction of the City Manager to ensure transparency.
- Preparation of State and Federal Reports, including tax reports.
- Makes or oversees making of fund transfers within legal requirements.
- Works with City Treasurer in the investment of City funds.
- Prepares budget estimates, assists in the preparation of the annual budget, and monitors approved budgets.
- Completes fiscal reporting and oversight for grants awarded to the City.
- Analyzes new technologies pertinent to the Finance Department and makes recommendations to the City Manager/Finance Director.
- Analyzes Finance Department operations to ensure efficient operations that provide excellent customer service.
- Analyzes new and existing employee benefit programs and makes recommendations to the City Manager/Finance Director.
- Reconciles and maintains all payroll records; maintains and updates employee compensation records; review and audit employee time sheets and payroll deductions, including tax withholdings; prepares payroll tax and insurance records.
- Collaborates with management on human resource related issues.
- Assists in new employee onboarding including, but not limited to, processing new hire paperwork, benefits enrollment, payroll and conducts new employee orientation.
- Assists with external audits of City financial records.
- Assists in maintaining computer record-keeping systems; troubleshoots problems and provides user training and support.
- Attends meetings, training, workshops, conferences, etc., as appropriate to enhance job knowledge and skills.

**MINIMUM QUALIFICATIONS**

**Knowledge of:**

- Laws, Codes and Regulations governing fiscal operations of the department, including complex State Revenue and Tax Codes and Requirements.
- Considerable knowledge of modern governmental accounting theory, principles, and practices.
- Knowledge of public finance and fiscal planning.
- Working knowledge of budgetary, accounting and reporting systems, Governmental Accounting, Auditing, and Financial Reporting (GAAFR), Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB).
- Ability to prepare and analyze complex financial reports; ability to maintain efficient and effective financial systems and procedures.
- Ability to establish and maintain effective working relationships with employees and city officials.
- Effectively supervise staff, principles of training and work direction.
- Principles and methods of financial and statistical record-keeping and budget preparation.
- Journal entry and auditing principles.
- Government procurement methods.
- Accounting mathematics.
- Modern office technology, including the use of software such as Microsoft Outlook, Word and Excel, including the use of pivot tables. Fund accounting software experience is a plus.
- Correct English usage, spelling, grammar, and punctuation.

**Ability to:**

- Analyze accounts, financial feasibility of projects and proposed programs; prepare complete and accurate reports and financial statements. Communicate clearly and concisely, in both oral and written form. Establish and maintain effective work relationships with those contacted in the performance of required duties. Research, analyze and implement federal, state, and local rules and regulations, including Generally Accepted Accounting Principles.
- Interact effectively with the public and employees; perform complex accounting procedures; Learn to perform a wide variety of governmental accounting work; compile, interpret and analyze financial data; analyze accounting and financial procedures for purposes of improving the system or identifying areas for automation, work well under pressure, learn, and perform the job duties of each subordinate employees; and exercise supervisory skills.

**Education and Experience:**

Any combination of education and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education:**

A bachelor’s degree from an accredited college, or university, or equivalent in finance, accounting, public administration, business management, or related field is highly desirable.

**Experience:**

Five (5) years of increasingly responsible experience in governmental and/or financial management and lead or supervisory responsibilities.

**Other Requirements:**

Must possess a California driver’s license and have a satisfactory driving record.

**Proposed Pay scale as of March 2024:**

<b>Assistant Finance Director</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Hourly</b>	<b>39.66</b>	<b>41.65</b>	<b>43.73</b>	<b>45.92</b>	<b>48.21</b>
<b>Monthly</b>	<b>6,874.99</b>	<b>7,218.75</b>	<b>7,579.67</b>	<b>7,958.67</b>	<b>8,356.60</b>

ITEM NO: **J-10**  
**ANNUAL MID-YEAR BUDGET  
 REVIEW AND GENERAL  
 DISCUSSION-FY 2023/2024**  
**FEBRUARY 27, 2024**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**  
**FROM: BRANT MESKER, CITY MANAGER** 

**SUMMARY:**

The City Manager and staff are tasked with the review and presentation of the mid-year budget update to the City Council with the various budget developments and monitoring duties to include, providing the Council with mid-year budget analysis and adjustments. This is a good practice to keep the Council aware of the city budget and how departments are adhering to the adopted budget at the midpoint in the year, December 31, 2023. Also, it is generally this time of year that the local budget planning process begins. This review should be done with an eye on current factors such as the economy, priorities that have taken policy action through this point in the year. These objectives will help to guide the compilation of the new fiscal year budget. There may be specific issues that have come up during the year where the City has or wishes to direct funding towards. The aforementioned items are merely suggestions and simply to help the Council consider and reflect.

**APPROVED BUDGET FISCAL YEAR 2023/2024 SUMMARY:**

- FY 2023/2024 Total Projected City-wide Revenues (excluding transfers): \$17,076,854.
- FY 2023/2024 Total Expenditures (excluding transfers): \$18,976,890.
- Anticipated General Fund Revenues/Transfers-In and Measure A Revenues will total \$7,477,000 and \$1,450,000, respectively.
- Anticipated General Fund and Measure A Budgeted Expenditures to be: \$7,634,347 and \$1,554,073, respectively.
- The proposed budget projects General Fund and Measure A Reserves will decrease by \$157,347 and \$104,073, respectively during FY 2023-2024.

**MIDYEAR AT A GLANCE:**

The following information, unless noted, is a review from July 1, 2023 through December 31, 2023.

**Key Revenues Year to Date (6 Month Totals):**

	FY	Percent	FY	Percent
	<u>2022-23</u>	<u>Of</u>	<u>2023-24</u>	<u>Of</u>
		<u>Prior Year</u>		<u>Prior Year</u>
<b>Measure A</b>	777,213	109.2%	689,044	88.7%
<b>Sales Tax</b>	1,922,547	98.5%	1,893,344	98.5%
<b>T.O.T.</b>	308,531	78.5%	272,288	88.3%
<b>Sewer Revenue</b>	1,091,154	102.5%	1,112,002	101.91%
<b>Water Revenue</b>	994,170	112.2%	873,459	87.86%

\* It should be noted that a Property Tax is also a key revenue source and received in January. **Property Tax in the amount of \$522,326 was received at end of January.**

Overall Expense to Budget Year to Date (All Funds):

<u>Actual Fiscal Yr 2023 Expenses</u>	<u>YTD Actual Fiscal Yr 2024 Expenses</u>	<u>Working Budget Fiscal Yr 2024</u>
15,995,804	9,386,976	22,317,134

A review of Department expenditure reports at the mid-year point (July 1-December 31) was conducted. In general terms, expenditures are about where we expect them to be, except for the following instances displayed in Exhibit A.

Major Fund Balances Review (Unaudited):

<u>General Fund</u>	<u>General Fund Contingency</u>	<u>Measure A</u>	<u>ARPA</u>	<u>Police Capital Replacement</u>	<u>Fire Capital Replacement</u>	<u>Public Works Capital Replacement</u>
2,559,153	625,000	2,250,620	1,873,557	649,191	970,564	963,181

**IN SUMMARY:**

The City Council does have discretion over how General Fund revenues are expended, the performance of the General Fund is the heart of the Mid-Year Budget Review. Sales tax generates a significant part of our General Fund; therefore decreases/increases in sales tax can seriously affect the budget. Additionally, since Corning is the home of three large Travel Centers (Truck stops), we are heavily reliant on sales tax from fuel sales. That being said, the percentage of sales tax revenue from fuel sales has been decreasing over recent years.

The Sewer and Water System accounts are regarded as "Enterprise Accounts". Those revenues may only be used for operating and maintaining the sewer and water system. It should be noted that a sewer and water rate study should be completed in the very near future with the anticipation of a rate increase to ensure there is sufficient funding for the operations of such systems.

Our largest single expense is employee wages and benefits (personnel costs). This is common amongst local government. We can expect these costs to continue to increase with approval of the employee contracts/memorandum of understandings (MOU) last spring.

Focus on the funding for the Proposition 68 Recreation Center and City Plaza project will remain to be a priority. Staff has worked to reduce the cost and obtain additional grants. There could be a need to utilize general fund reserves or issue a bond to offset the costs of construction. The most recent estimate received was in the amount of \$11,000,000.

The fund balances referenced above are necessary to provide stability within the City during an economic downturn. The City should examine City priorities (what is the long-term vision), long-term employment and facility needs of the City. Currently the City does not set aside any funds for the replacement of buildings as the City grows. Undoubtedly at some point all departments will outgrow their current facilities.

The City is in a much better fiscal condition because of Measure A Revenue. The City is at a point where it can begin as part of its strategic planning process to really focus its efforts and budget priorities on improvements of value to the community, while keeping in mind on existing staffing and workload levels.

Exhibit A attached reflects the necessary expense budget adjustments.

Exhibit B attached reflects the necessary revenue budget adjustments.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- **MID-YEAR BUDGET REPORT AND DISCUSSION AND,**
  - **APPROVE THE PROPOSED BUDGET ADJUSTMENTS AS DEPICTED IN EXHIBIT A AND B.**
-



**EXHIBIT A: Proposed EXPENSE Mid-Year Budget Adjustments**

Expenses	Department	Description	Approved Budget FY 2022-2023	Proposed Mid Year Budget Adjustments	\$ Change	Explanation
001-6300-1600	General City	Professional Services	2,600	22,600	20,000	Unanticipated costs at fiscal year budget.
610-6300-1601	Sewer	Professional Services	-	6,000	6,000	Unanticipated costs at fiscal year budget.
630-6300-1602	Water	Professional Services	-	6,000	6,000	Unanticipated costs at fiscal year budget.
195-6191-2125	Prop 47 Grant	Data Collection/Eval.	3,350	33,350	30,000	Higher than anticipated at fiscal year budget (Fully Reimbursable).
195-6372-2125	Prop 47 Grant	Job Training Center	66,150	131,150	65,000	Higher than anticipated at fiscal year budget (Fully Reimbursable).
195-6373-2125	Prop 47 Grant	Empower Tehama	91,700	111,700	20,000	Higher than anticipated at fiscal year budget (Fully Reimbursable).
180-8081-9009	CDBG CV Grant	CDBG CV 2&3 -ASST	50,000	100,000	50,000	Higher than anticipated at fiscal year budget (Fully Reimbursable).
001-5100-1500	Finance	Salaries	105,990	135,990	30,000	Assistant Finance Director Classification
001-6810-1600	General City	Liability Insurance	115,559	144,559	29,000	Actual cost was higher than anticipated at fiscal year budget.
610-6810-1600	Sewer	Liability Insurance	57,779	72,279	14,500	Actual cost was higher than anticipated at fiscal year budget.
620-6810-3500	Airport	Liability Insurance	6,000	2,800	(3,200)	Cost was less than anticipated at fiscal year budget.
630-6810-1600	Water	Liability Insurance	57,779	72,279	14,500	Actual cost was higher than anticipated at fiscal year budget.
001-7100-2200	ACO/CSO	Training/Education	1,000	7,000	6,000	Increase in cost with onboarding two new Community Service Officers.
001-7500-2200	ACO/CSO	Vehicle Operations/Maint.	4,000	6,000	2,000	Increased fuel & CSO truck maintenance.
001-9288-2114	Police Department	Building Improvement	-	52,110	52,110	COPS Funds Revenue Overage - Patrol Office Update expense.
001-7406-2300	Fire Department	Computer Equipment/Software	-	9,100	9,100	Fire - Dispatch reporting software system upgrade.
160-6150-3300	Recreation	Materials/Supplies	-	10,000	10,000	Unanticipated Promise Grant expenses.
160-6349-3300	Recreation	Recreation Instructor	-	60,000	60,000	Unanticipated Promise Grant expenses.
114-9296-3001	Streets Projects	Jennings Project	-	81,425	81,425	FY22/23 Street Project expenses paid for this fiscal year.
001-6700-3100	Street & Traffic Lights	Equipment Maintenance	22,000	33,000	11,000	Unanticipated traffic light maintenance costs.
381-9500-5000	Sewer	Vehicle Replacement	62,500	-	(62,500)	Vehicle purchase from last year inadvertently rebudgeted.
002-9530-6101	Parks Special Projects	Clark Parking	250,000	324,000	74,000	Increase budget to include CDBG - Program Income revenue.
630-6150-7100	Water	Materials & Supplies	45,000	65,000	20,000	Increase maintenance needs and costs.
<b>Grand Total</b>					<b>544,935</b>	
<b>Total General Fund Budget Adjustments</b>					<b>159,210</b>	
<b>Total Water Fund (630/383) Budget Adjustments</b>					<b>40,500</b>	
<b>Total Sewer Fund (610/381) Budget Adjustments</b>					<b>(42,000)</b>	
<b>Total Transportation Sales Tax (114) Budget Adjustments</b>					<b>81,425</b>	
<b>Total Promise Neighborhood (160) Fund Budget Adjustments</b>					<b>70,000</b>	
<b>Total Airport Enterprise Fund (620) Budget Adjustments</b>					<b>(3,200)</b>	
<b>Total Sales Tax (002) Fund Budget Adjustments</b>					<b>74,000</b>	
<b>Total Prop 47 Fund (195) Budget Adjustments</b>					<b>115,000</b>	
<b>Total CDBG CV (180) Fund Budget Adjustments</b>					<b>50,000</b>	

**EXHIBIT B: Proposed REVENUE Mid-Year Budget Adjustments**

Revenue Fund	Revenue Account	Description	Approved Budget FY 2022-2023	Proposed Mid Year Budget Adjustments	\$ Change	Explanation
160	4566	Promise Neighborhood Grant - Rec Program	-	70,000	70,000	Unanticipated Reciepiant of the Promise Neighborhood Grant.
001	4553	CAL Cops Grant	175,000	227,110	52,110	CAL Cops overage funds.
180	4895	CDBG CV	65,000	71,766	6,766	Recognized revenue based on reimbursement actuals.
195	4580	Prop 47 Cycle 2	180,700	457,352	276,652	Recognized revenue based on reimbursement actuals.
<b>Grand Total</b>					<b>405,528</b>	