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2 **AGREEMENT TO TRANSFER FUNDS**
3 **FOR 2017 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**
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5 **THIS AGREEMENT** is entered into this 20th day of March 2018, which date is enumerated for
6 purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the
7 State of California, hereinafter referred to as "COUNTY," and the CITY OF COSTA MESA, a
8 municipal corporation, hereinafter referred to as "SUBRECIPIENT."

9 **WHEREAS**, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to
10 as SHERIFF, in its capacity as the lead agency for the Operational Area, has applied for, received and
11 accepted the Emergency Management Performance Grant (hereinafter referred to as "the grant") from
12 the California Office of Emergency Services ("CalOES").

13 **WHEREAS**, the purpose of the grant is to support comprehensive emergency management at
14 the state, tribal and local levels and to encourage the improvement of prevention, protection, mitigation,
15 response and recovery capabilities for all hazards, as set forth in Attachment A hereto (FY2017
16 Emergency Management Performance Grants [EMPG] Notice of Funding Opportunity [NOFO]), which
17 is attached hereto and incorporated herein by reference.

18 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

19 1. COUNTY shall transfer to SUBRECIPIENT grant funds, in arrears, as necessary to
20 reimburse SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes. In
21 order to obtain grant funds, SUBRECIPIENT shall comply with the instructions and submit to SHERIFF
22 all required information and documentation, as set forth in Attachment B (EMPG City Financial
23 Management Forms Workbook), which is attached hereto and incorporated herein by reference.

24 2. Throughout their useful life, grant property and equipment shall be used by
25 SUBRECIPIENT only for grant purposes in accordance with Attachment A hereto.

26 3. SUBRECIPIENT shall exercise due care to preserve and safeguard grant property and
27 equipment from damage or destruction and shall provide regular maintenance and such repairs for grant
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1 property and equipment as are necessary, in order to keep said grant property and equipment continually
2 in good working order.

3 4. If grant property or equipment becomes obsolete, SUBRECIPIENT shall dispose of it
4 only in accordance with the instructions of COUNTY or the agency from which COUNTY received the
5 grant funds.

6 5. SUBRECIPIENT shall submit to the COUNTY grant program reporting documents and
7 information in accordance with requirements set out in the Attachment C (Emergency Management
8 Performance Grant Program: California Supplement to the Federal Program Funding Opportunity
9 Announcement; or, The State Guidance), which is attached hereto and incorporated herein by reference.

10 6. By executing this Agreement, SUBRECIPIENT agrees to comply with and be fully
11 bound by this Agreement and all applicable provisions of Attachments A, B, C, and D (Standard
12 Assurances for all CalOES Federal Grant Programs) hereto. SUBRECIPIENT shall notify COUNTY
13 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of
14 this Agreement or Attachments A, B, C, or D hereto.

15 7. SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY and the
16 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,
17 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,
18 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,
19 services, materials or supplies in connection with SUBRECIPIENT's performance of this Agreement,
20 including Attachments A, B, C, and D hereto, and from any and all claims and losses accruing or
21 resulting to any person, firm, or corporation who may be injured or damaged by SUBRECIPIENT in the
22 performance of this Agreement, including Attachments A, B, C, and D hereto.

23 8. No alteration or variation of the terms of this Agreement shall be valid unless made in
24 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
25 agreement not incorporated herein shall be binding on any of the parties hereto.

26 9. SUBRECIPIENT may not assign this Agreement in whole or in part without the express
27 written consent of COUNTY.

1 10. SUBRECIPIENT shall provide to COUNTY all records and information requested by
2 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
3 required to provide to the agency from which COUNTY received grant funds or other persons or
4 agencies.

5 11. For a period of three years after the final Federal Financial Report hereunder or until all
6 claims related to this Agreement are finally settled, whichever is later, SUBRECIPIENT shall preserve
7 and maintain all documents, papers and records relevant to the work performed or property or equipment
8 acquired in accordance with this Agreement, including Attachments A, B, C, and D hereto. For the
9 same time period, SUBRECIPIENT shall make said documents, papers and records available to
10 COUNTY and the agency from which COUNTY received the grant funds or their duly authorized
11 representative(s), for examination, copying, or mechanical reproduction on or off the premises of
12 SUBRECIPIENT, upon request, during usual working hours.

13 12. SUBRECIPIENT and COUNTY shall be subject to examination and audit by the State
14 Auditor General with respect to this Agreement for a period of three years after the final Federal
15 Financial Report hereunder.

16 13. COUNTY may terminate this Agreement and be relieved of the payment of any
17 consideration to SUBRECIPIENT if a) SUBRECIPIENT fails to perform any of the covenants
18 contained in this Agreement, including the applicable terms of Attachments A, B, C, and D hereto, at the
19 time and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of
20 termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

21 14. SUBRECIPIENT and its agents and employees shall act in an independent capacity in
22 the performance of this Agreement, including Attachments A, B, C, and D hereto, and shall not be
23 considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which
24 COUNTY received grant funds.

25 15. By signing this Agreement, SUBRECEIPIENT understands and agrees that:

- 26 a. Failure to follow grant guidance, including those detailed below, will result in
27 ineligibility for any reimbursement under the FY17 EMPG:

- b. A SUBRECIPIENT representative must attend half of the Orange County Emergency Managers Organization meetings held from July 1, 2017 through June 30, 2018;
- c. SUBRECIPIENT must maintain National Incident Management System (NIMS) compliance;
- d. For any personnel whose salary is charged to the grant, that specific individual must meet the training and exercise requirements set forth in the grant guidance; and
- e. Only those expenditures specifically detailed in the Financial Management Forms Workbook are approved for funding; any changes must be pre-approved by the California Office of Emergency Services.

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange, State of California.

DATED: 6/28, 2018

COUNTY OF ORANGE, a political subdivision of the State of California

By: [Signature]
Sheriff-Coroner
"COUNTY"

APPROVED AS TO FORM
COUNTY COUNSEL

By: [Signature]
Wendy J. Phillips, Senior Deputy

DATED: 3/20/, 2018

SUBRECIPIENT

By: [Signature]
City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST:

[Signature]
City Clerk

