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2 **AGREEMENT TO REIMBURSE TRAINING COSTS**
3 **FOR FY04 URBAN AREAS SECURITY INITIATIVE (UASI)**
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5 **THIS AGREEMENT** is entered into this [REDACTED] day of [REDACTED] 2005, which
6 date is enumerated for purposes of reference only, by and between the CITY OF SANTA ANA, a
7 municipality of the State of California, hereinafter referred to as "CITY", and the city or governmental
8 body, THE CITY OF COSTA MESA, hereinafter referred to as "SUBGRANTEE."

9 **WHEREAS**, CITY, acting through the Santa Ana Police Department in its capacity as the Core
10 City for the Santa Ana Urban Area under the FY04 Urban Areas Security Initiative, has applied for,
11 received and accepted a grant entitled "FY04 Urban Areas Security Initiative" from the federal
12 Department of Homeland Security, Office of Domestic Preparedness, through the State of California,
13 Office of Homeland Security, to enhance countywide emergency preparedness, hereinafter referred to as
14 "the grant," as set forth in the grant guidelines that are attached hereto as Attachment A and incorporated
15 herein by reference.

16 **WHEREAS**, the terms of the grant require that CITY use certain grant funds to train members
17 of SUBGRANTEE.

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

- 19 1. City shall transfer to SUBGRANTEE, reimbursement to train members of
20 SUBGRANTEE in accordance with grant guidelines as outlined in Attachment A.
- 21 2. SUBGRANTEE shall follow grant guidelines as outlined in Attachment A.
- 22 3. SUBGRANTEE acknowledges that Office of Domestic Preparedness (ODP) approved
23 classes are the only ones authorized for reimbursement.
- 24 4. SUBGRANTEE agrees to follow overtime and backfill requirements as outlined in
25 Attachment A.
- 26 5. SUBGRANTEE has been allocated \$33,953.00 for training under the provisions of this
27 agreement and guidelines outlined in attachment A.
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1 6. SUBGRANTEE agrees that expenditures beyond that budgeted in this agreement will be
2 the responsibility of SUBGRANTEE.

3 7. If additional grant funds become available, CITY will notify SUBGRANTEE, in
4 writing, of their revised budget. SUBGRANTEE is responsible to stay within the guidelines of the
5 revised budget.

6 8. Upon receipt of a Training Reimbursement Application (Attachment B) CITY, as soon as
7 practical and not to exceed 30 days, shall submit the request to the Office of Homeland Security for
8 reimbursement.

9 9. Once submitted, SUBGRANTEE understands that the CITY shall have 60 days to
10 reimburse SUBGRANTEE, or longer if the Office of Homeland Security takes longer to issue payment
11 to the CITY.

12 10. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound
13 by all applicable provisions of the Attachments hereto and shall be fully responsible to follow grant
14 guidelines.

15 11. SUBGRANTEE agrees to indemnify, defend and save harmless CITY and the agency
16 from which CITY received grant funds, and their officers, agents and employees from any and all claims
17 and losses accruing or resulting from services in connection with SUBGRANTEE's performance of this
18 Agreement, including the Attachments hereto, and from any and all claims and losses accruing or
19 resulting to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in the
20 performance of this Agreement, including the Attachments hereto.

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

24 13. SUBGRANTEE may not assign this Agreement in whole or in part without the express
25 written consent of CITY.

26 14. For a period of three years after final delivery hereunder or until all claims related to this
27 Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all
28 documents, papers and records relevant to the training costs, overtime, backfill, travel costs, per diem, in

1 accordance with this Agreement, including the Attachments hereto. For the same time period,
2 SUBGRANTEE shall make said documents, papers and records available to CITY and the agency from
3 which CITY received grant funds or their duly authorized representative(s), for examination, copying, or
4 mechanical reproduction on or off the premises of SUBGRANTEE, upon request during usual working
5 hours.

6 15. SUBGRANTEE shall provide to CITY all records and information requested by CITY
7 for inclusion in quarterly reports and such other reports or records as CITY may be required to provide
8 to the agency from which CITY received grant funds or other persons or agencies.

9 16. CITY may terminate this Agreement and be relieved of the delivery of any consideration
10 to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained in this
11 Agreement, including the Attachments hereto, at the time and in the matter herein provided, or b) CITY
12 loses funding under the grant.

13 17. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
14 performance of this Agreement, including the Attachments hereto, and shall not be considered officers,
15 agents or employees of CITY or of the agency from which CITY received grant funds.

16 18. SUBGRANTEE and its officers, agents, employees shall abide by all applicable federal,
17 State and local laws, including all applicable statutes, regulations, executive orders and ordinances.

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1 **IN WITNESS WHEREOF**, the parties have executed this Agreement in the City of Santa Ana,
2 County of Orange, State of California.

3 CITY OF SANTA ANA, a municipal
4 Corporation of the State of California

5 _____
6 David N. Ream
7 City Manager

8 ATTEST:

9 _____
10 Patricia E. Healy
11 Clerk of the Council

12 RECOMMENDED FOR APPROVAL:

13 By: _____
14 Paul M. Walters
15 Chief of Police

16 APPROVED AS TO FORM:

17 _____
18 Paula Coleman
19 Assistant City Attorney

SUBGRANTEE:

Signature: _____
Name: _____
Title: _____

Signature: _____
Name: _____
Title: _____

ATTEST:

Signature: _____
Name: _____
Title: _____

RECOMMENDED FOR APPROVAL:

Signature: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Signature: _____
Name: _____
Title: _____