

1 **AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR**  
2 **REIMBURSEMENT OF TRAINING COSTS**  
3 **FOR FY05 URBAN AREAS SECURITY INITIATIVE (USAI)**  
4

5 **THIS AGREEMENT** is entered into this 13 day of APRIL 2006, 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  
8 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 FY05 Urban Areas Security Initiative, has applied for,  
11 received and accepted a grant entitled "FY05 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 and assurances that are attached hereto as Attachment A  
15 and incorporated herein by reference.

16 **WHEREAS**, the terms of the grant require that CITY use certain grant funds to purchase  
17 equipment, technology or services that will be transferred to SUBGRANTEE to be used for grant  
18 purposes or train members of SUBGRANTEE in a manner consistent with the Grant.

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

20 1. City may a) transfer to SUBGRANTEE, equipment or services purchased with grant  
21 funds; or b) reimburse SUBGRANTEE for the purchase of authorized equipment, services or training  
22 upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines  
23 and in full compliance with all of the SUBGRANTEE'S purchasing and bidding procedures.  
24 SUBGRANTEE shall specify the equipment, services or training to be purchased using the authorization  
25 form attached hereto as Attachment B.

26 2. SUBGRANTEE agrees to appropriately inventory and use all services and equipment  
27 purchased with grant funds and transferred to SUBGRANTEE, for the purpose and in the manner set  
28 forth in Attachment A, attached hereto and incorporated by this reference

3. Throughout its useful life, SUBGRANTEE shall use any equipment acquired with grant funds only for grant purposes, and shall make it available for mutual aid response.

4. SUBGRANTEE shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUBGRANTEE, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.

5. If equipment acquired with grant funds becomes obsolete, SUBGRANTEE shall dispose of it only in accordance with the instructions of CITY or the agency from which CITY received the grant funds.

6. SUBGRANTEE may receive or request funds from CITY to be used for training purposes pursuant to the provisions of this Agreement, Attachment A and Attachment C for which SUBGRANTEE may seek reimbursement from CITY in accordance with the terms and conditions of this Agreement. Any training expenditure that exceeds the amount allocated to SUBGRANTEE shall be the sole responsibility of the SUBGRANTEE.

7. If additional Grant funds become available for training purposes or if training funds are reduced, CITY shall notify SUBGRANTEE, in writing, of the revised training budget. SUBGRANTEE shall be responsible for limiting training for which it seeks reimbursement so as not to exceed its revised allotment.

8. SUBGRANTEE shall complete the State of California, "Request for Training Form" and shall submit a copy of same, with the tracking and feedback number, to CITY. The "Request for Training Form" is found at <http://www.calguard.ca.gov/cajs-hs/nonslgcpForm.htm>

9. SUBGRANTEE acknowledges that only Office of Domestic Preparedness (ODP) approved courses qualify for reimbursement.

10. SUBGRANTEE agrees to comply with Attachment A and C in seeking reimbursement for training, including, but not limited to the overtime and backfill requirements as outlined in Attachment A.

11. Upon receipt of an invoice for a purchase of any authorized equipment, services or training approved for purchase by CITY, SUBGRANTEE shall submit the invoice to the CITY as soon as practical, but in no event later than 30 days after receiving it.

12. SUBGRANTEE understands that the CITY shall have 60 days to reimburse SUBGRANTEE upon receipt of the invoice, or longer if the Office of Homeland Security takes longer to issue payment to the CITY.

13. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound by all applicable provisions of the Attachments hereto and shall be fully responsible for payment of equipment, services or training purchased that do not adhere to grant guidelines.

14. In the event of an audit of purchases made or training undertaken with Grant funds by any authorized agency, SUBGRANTEE agrees to cooperate with such audit. If such audit disallows payment to CITY in whole or part for any item procured for or used by SUBGRANTEE or for any training costs incurred by SUBGRANTEE and requires CITY to reimburse the Grantor, SUBGRANTEE shall, within thirty (30) days of notification by CITY of such audit determination, pay to CITY any amount for which reimbursement to CITY as disallowed.

15. SUBGRANTEE agrees to indemnify, defend and save harmless CITY, its officers and employees and the agency from which CITY received grant funds, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with SUBGRANTEE's performance of this Agreement, including the Attachments hereto, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in the performance of this Agreement, including the Attachments hereto.

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

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

18. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all documents, papers and records relevant to the services provided, equipment acquired or training received in accordance with this Agreement, including the Attachments hereto. With respect to training, such documents, papers and records shall include those relevant to the training costs, overtime, backfill, travel costs and per diem expenses. For the same time period, SUBGRANTEE shall make said documents, papers and records available to CITY and the agency from which CITY received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon request during usual working hours.

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

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

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

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

23. Confidential Information - Any reports, information, data, etc., given to or prepared or assembled by the SUBGRANTEE under this agreement which the CITY requests to be kept confidential shall not be made available to any individual or organization by the SUBGRANTEE without the prior written approval of the CITY.

24. Discrimination - The SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin or handicap. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment, and the

employees are treated during employment, without regard to their race, color, religion, age, sex, national origin, or handicap.

25. Utilization of Minority Businesses - SUBGRANTEE is encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules. In the event the SUBGRANTEE uses an approved subcontractor, who is a certified small and/or minority owned business with the State of California, the SUBGRANTEE will report to the CITY the business name and dollar amount of the awarded contract.

26. Conflict of Interest - Personnel and other officials connected with this agreement shall adhere to the requirements given below.

(1) Advice: No official or employee of a state or unit of local government or of non-government contractors/subcontractors shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization, other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

(2) Appearance: In the use of these agreement funds, officials or employees of the state or local units of government and non-governmental contractors/subcontractors shall avoid any action which might result in, or create the appearance of:

- a) Using his/her official position for private gain;
- b) Giving preferential treatment to any person;
- c) Losing complete independence or impartiality;
- d) Making an official decision outside official channels; or
- e) Affecting adversely the confidence of the public in the integrity of the government or the program.

27. Compliance with Federal Requirements - State or federal requirements that are more restrictive shall be followed.

2 28. Section 504 of the Rehabilitation Act of 1973 (Handicapped) - All recipients of federal  
3 funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal  
4 funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise  
5 qualified handicapped person shall, solely by reason of handicap be excluded from the participation in,  
6 be denied the benefits of or be subject to discrimination, including discrimination in employment, in any  
7 program or activity that receives or benefits from federal financial assistance. The SUBGRANTEE  
8 agrees it will ensure that requirements of The Act shall be included in the agreements with and be  
9 binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

10 29. Americans with Disabilities Act of 1990 - (ADA) The SUBGRANTEE must comply with  
11 all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

12 30. Political Activity - None of the funds, materials, property, or services provided directly or  
13 indirectly under this agreement shall be used for any partisan political activity, or to further the election  
14 or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch  
15 Act".

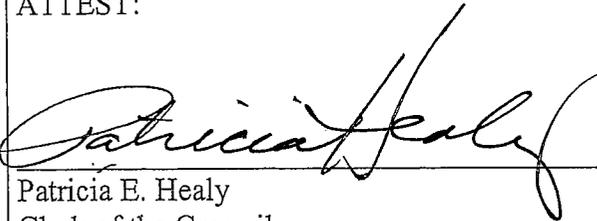
16 31. Civil Rights Compliance and Notification of Findings - SUBGRANTEE will comply,  
17 and all its contractors (or subrecipients) will comply, with the nondiscrimination requirements of the  
18 Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of  
19 Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the  
20 Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act  
21 (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975;  
22 Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and  
23 Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a  
24 Federal or State court, Federal or State administrative agency, or the SUBGRANTEE makes a finding of  
25 discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or  
26 disability against a recipient of funds, the SUBGRANTEE will forward a copy of the findings to the  
27 CITY who will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs,  
28 U.S. Department of Justice.

32. Special Terms and Conditions - The SUBGRANTEE agrees to abide by all other Terms and Conditions as specified in the basic grant under which this agreement is funded.

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

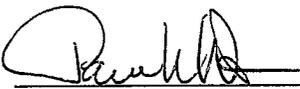
ATTEST:

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

  
Patricia E. Healy  
Clerk of the Council

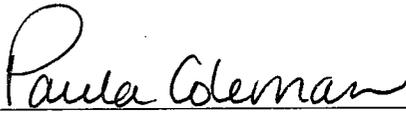
  
for David N. Ream  
City Manager

RECOMMENDED FOR APPROVAL:

By:   
Paul M. Walters  
Chief of Police

APPROVED AS TO FORM:

SUBGRANTEE

  
Paula Coleman  
Assistant City Attorney

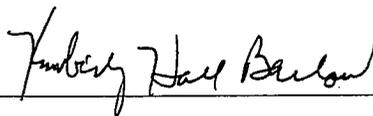


By: \_\_\_\_\_

Printed Name Allan Roeder

Title City manager

APPROVED AS TO FORM:

By: 

Printed Name Kimberly Hall Bartow

Title City Attorney



## **CITY OF COSTA MESA**

CALIFORNIA 92628-1200

P.O. BOX 1200

---

FROM THE OFFICE OF THE CITY CLERK

**IF YOU ARE INTERESTED IN VIEWING THE REMAINDER  
OF THE THIS DOCUMENT  
PLEASE CONTACT THE CITY CLERK'S OFFICE  
AT (714) 754-5221**