

1 required information and documentation, as set forth in Attachment B hereto ("How to Apply for JAG
2 Grant Reimbursements"), which is attached hereto and incorporated herein by reference. In no event
3 will the total amount of the grant funds transferred by COUNTY to SUBGRANTEE hereunder exceed
4 SUBGRANTEE's allocation, as set forth in Attachment C hereto ("JAG Program Allocation"), which is
5 attached hereto and incorporated herein by reference.

6 2. SUB-GRANTEE shall be reimbursed with said grant funds only for expenditures
7 necessary to acquire personal property or equipment as set forth in Attachment A hereto [hereinafter
8 called "grant property and equipment"] or to perform such other grant functions, if any, for which
9 Attachment A specifies that SUBGRANTEE may utilize grant funds.

10 3. Throughout their useful life, SUBGRANTEE shall use grant property and equipment
11 only for grant purposes in accordance with Attachment A hereto.

12 4. SUBGRANTEE shall exercise due care to preserve and safeguard grant property and
13 equipment from damage or destruction and shall provide regular maintenance and such repairs for grant
14 property and equipment as are necessary, in order to keep said grant property and equipment
15 continually in good working order.

16 5. If grant property or equipment becomes obsolete, SUBGRANTEE shall dispose of it
17 only in accordance with the instructions of COUNTY or the agency from which COUNTY received the
18 grant funds.

19 6. SUBGRANTEE shall submit to the COUNTY grant program reporting documents and
20 information in accordance with requirements set out in Attachment D ("Edward Byrne Memorial Justice
21 Assistance Grant Reporting Requirements"), which is attached hereto and incorporated herein by
22 reference.

23 7. SUBGRANTEE shall comply with all applicable terms of the certification(s) that are
24 attached hereto as Attachment E and incorporated herein by reference.

25 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully
26 bound by this Agreement and all applicable provisions of Attachments A, B, C, D and E hereto.
27 SUBGRANTEE shall notify COUNTY immediately upon discovery that it has not abided or no longer
28 will abide by any applicable provision of this Agreement or Attachments A, B, C, D or E hereto.

1 9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State
2 Auditor General with respect to this Agreement for a period of three years after final payment
3 hereunder.

4 10. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and the
5 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,
6 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,
7 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,
8 services, materials or supplies in connection with SUBGRANTEE's performance of this Agreement,
9 including Attachments A, B, C, D and E hereto, and from any and all claims and losses accruing or
10 resulting to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in the
11 performance of this Agreement, including Attachments A, B, C, D and E hereto.

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

15 12. SUBGRANTEE may not assign this Agreement in whole or in part without the express
16 written consent of COUNTY.

17 13. For a period of three years after final payment hereunder or until all claims related to
18 this Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all
19 documents, papers and records relevant to the work performed or property or equipment acquired in
20 accordance with this Agreement, including Attachments A, B, C, D and E hereto. For the same time
21 period, SUBGRANTEE shall make said documents, papers and records available to COUNTY and the
22 agency from which COUNTY received the grant funds or their duly authorized representative(s), for
23 examination, copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon
24 request, during usual working hours.

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

1 15. COUNTY may terminate this Agreement and be relieved of the payment of any
2 consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained
3 in this Agreement, including the applicable terms of Attachments A, B, C, D and E hereto, at the time
4 and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of
5 termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

6 16. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
7 performance of this Agreement, including Attachments A, B, C, D and E hereto, and shall not be
8 considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which
9 COUNTY received grant funds.

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

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4 DATED: _____, 2008

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

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6
7 By _____
 Sheriff-Coroner
 "COUNTY"

8 APPROVED AS TO FORM:

9 COUNTY COUNSEL

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11 By _____
 Nicole Sims, Deputy

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13 DATED: _____, 2008

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15 DATED: _____, 2008

SUBGRANTEE

16
17 By _____
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20 ATTEST:

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22 _____
 City Clerk

23 DATED: _____, 2008
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