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2 **AGREEMENT TO TRANSFER PROPERTY OR FUNDS**
3 **FOR 2008 HOMELAND SECURITY GRANT PROGRAM PURPOSES**
4

5 **THIS AGREEMENT** is entered into this 21 day of JULY 2009, which
6 date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a
7 political subdivision of the State of California, hereinafter referred to as "COUNTY", and
8 COSTA MESA, a (municipal corporation/special district/not-for-
9 profit corporation), hereinafter referred to as "SUBGRANTEE."

10 **WHEREAS**, COUNTY, acting through its Sheriff-Coroner Department in its capacity as the
11 lead agency for the Orange County Operational Area, has applied for, received and accepted a grant
12 from the State of California, acting through its Office of Homeland Security, to enhance county-wide
13 emergency preparedness, hereinafter referred to as "the grant", as set forth in the grant documents that
14 are attached hereto as Attachments A (FY 08 CA Supplement to Federal Program Guidelines), B (2008
15 Homeland Security Grant Programs) and C (FY 08 Grant Assurances) and incorporated herein by
16 reference.

17 **WHEREAS**, the terms of the grant require that COUNTY use certain grant funds to purchase
18 equipment, technology or services that will be transferred to SUBGRANTEE to be used for grant
19 purposes.

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

21 1. COUNTY shall transfer to SUBGRANTEE the equipment, technology or services as
22 specified in Attachment B hereto, which is incorporated herein by reference. If the grant requires
23 COUNTY to transfer to SUBGRANTEE equipment, technology or services that COUNTY has not yet
24 acquired, COUNTY shall transfer said equipment, technology or services to SUBGRANTEE as soon
25 after acquisition by COUNTY as is reasonably practicable.

26 2. If COUNTY transfers grant funds to SUBGRANTEE, SUBGRANTEE shall use said
27 grant funds only to acquire equipment, technology or services as set forth in Attachment B hereto and/or
28 to perform such other grant functions, if any, for which Attachments A, B and C permit SUBGRANTEE

1 to expend grant funds. SUBGRANTEE shall provide COUNTY with a budget breakdown signed by the
2 authorized agent.

3 3. Throughout its useful life, SUBGRANTEE shall use any equipment, technology or
4 services acquired with grant funds only for those purposes permitted under the terms of the grant, and
5 shall make it available for mutual aid response.

6 4. SUBGRANTEE shall exercise due care to preserve and safeguard equipment acquired
7 with grant funds from damage or destruction and shall provide regular maintenance and repairs for said
8 equipment as are necessary, in order to keep said equipment in continually good working order. Such
9 maintenance and servicing shall be the sole responsibility of the SUBGRANTEE, who shall pay for
10 material and labor costs for any maintenance and repair of the said equipment throughout the life of the
11 said equipment.

12 5. SUBGRANTEE shall assume all continuation costs of said equipment, technologies
13 and/or services to include but not limited to upgrades, licenses and renewals of said equipment,
14 technologies and/or services.

15 6. If equipment acquired with grant funds becomes obsolete or unusable, SUBGRANTEE
16 shall notify COUNTY of such condition. SUBGRANTEE shall transfer or dispose of grant-funded
17 equipment only in accordance with the instructions of COUNTY.

18 7. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and their
19 elected and appointed officials, officers, agents and employees from any and all claims and losses
20 accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or
21 corporation furnishing or supplying work services, materials or supplies in connection with
22 SUBGRANTEE's use of grant-funded equipment, technology or services and SUBGRANTEE's
23 performance of this Agreement, including Attachments A, B and C hereto, and from any and all claims
24 and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by
25 SUBGRANTEE in SUBGRANTEE's use of grant-funded equipment, technology or services and
26 SUBGRANTEE's performance of this Agreement, including Attachments A, B and C hereto.

27 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully bound
28 by all applicable provisions of Attachments A, B and C hereto. SUBGRANTEE shall notify COUNTY

1 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of
2 Attachments A, B and C hereto.

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

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

9 11. SUBGRANTEE may not assign this Agreement in whole or in part without the express
10 written consent of COUNTY.

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

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

23 14. COUNTY may terminate this Agreement and be relieved of the payment of any
24 consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained
25 in this Agreement, including Attachments A, B and C hereto, at the time and in the matter herein
26 provided, or b) COUNTY loses funding under the grant. In the event of termination, COUNTY may
27 proceed with the work in any manner deemed proper by COUNTY.
28

1 15. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
2 performance of this Agreement, including Attachments A, B and C hereto, and shall not be considered
3 officers, agents or employees of COUNTY or of the agency from which COUNTY received grant funds.

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

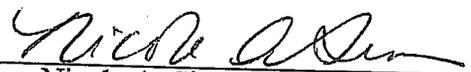
6
7 DATED: _____, 2009

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

8
9
10 By 
11 Sheriff-Coroner
"COUNTY"

12 APPROVED AS TO FORM:

13 COUNTY COUNSEL

14 By 
15 Nicole A. Sims, Deputy

16 DATED: 1/5, 2009

17
18 DATED: JULY 21, 2009

SUBGRANTEE

19
20 By: _____

21
22 By: _____

23 ATTEST:

24
25 By _____
City Clerk

26 DATED: _____, 2009