



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

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

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

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

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

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

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

26 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully  
27 bound by this Agreement and all applicable provisions of Attachments A, B, C, D and E hereto.

1 SUBGRANTEE shall notify COUNTY immediately upon discovery that it has not abided or no longer  
2 will abide by any applicable provision of this Agreement or Attachments A, B, C, D or E 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. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and the  
7 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,  
8 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,  
9 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,  
10 services, materials or supplies in connection with SUBGRANTEE's performance of this Agreement,  
11 including Attachments A, B, C, D and E hereto, and from any and all claims and losses accruing or  
12 resulting to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in the  
13 performance of this Agreement, including Attachments A, B, C, D and E hereto.

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

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

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

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

10          16.       SUBGRANTEE and its agents and employees shall act in an independent capacity in the  
11 performance of this Agreement, including Attachments A, B, C, D and E hereto, and shall not be  
12 considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which  
13 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.

3  
4 DATED: 11/23, 2010

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

5  
6 By   
7 Sandra Hutchens, Sheriff-Coroner  
8 Sheriff-Coroner/Department  
"COUNTY"

9 APPROVED AS TO FORM:  
10 COUNTY COUNSEL

11 By Nicole A. Sims  
12 Nicole Sims, Deputy

13 DATED: 10/19, 2010

14  
15 DATED: \_\_\_\_\_, 2010

SUBGRANTEE

16  
17 By \_\_\_\_\_  
18 Name and Title

19 \_\_\_\_\_  
20 City

21 ATTEST:

22 \_\_\_\_\_  
23 City Clerk

24 DATED: \_\_\_\_\_, 2010