AGREEMENT TO TRANSFER FUNDS

FOR 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

THIS AGREEMENT is entered into this 3 day of December 2013, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Costa Mesa, a municipal corporation, hereinafter referred to as "SUBGRANTEE."

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to as SHERIFF, in its capacity as the lead agency on behalf of twelve units of local government, including SHERIFF and SUBGRANTEE, has applied for, received and accepted the Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (hereinafter referred to as "the grant").

WHEREAS, the purpose of the grant is to supplement the resources available to the multi agency Orange County Pro-Active Methamphetamine Laboratory Investigative Team (PROACT), and to various programs designated to prevent and control crime within the County of Orange that are operated by individual agencies included in the above-referenced twelve units of local government, as set forth in Attachment A hereto ("Program Narrative"), which is attached hereto and incorporated herein by reference.

WHEREAS, the terms of the grant require that certain grant funds be transferred to SUBGRANTEE to be used for the grant purposes, which may include local initiatives, technical assistance, strategic planning, research & evaluation, data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and information systems for law enforcement, as more particularly described in Attachment A hereto.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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

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

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

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

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

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

7. SUBGRANTEE shall comply with all applicable terms of the certification(s) that are attached hereto as Attachment E ("FY 13 Grant Award & Special Conditions") and incorporated herein by reference.

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

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

10. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and the agency from which COUNTY received grant funds, and their elected and appointed officials, 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 Attachments A, B, C, D and E 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 Attachments A, B, C, D and E hereto.

11. 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.

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

13. For a period of three years after final payment 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 work performed or property or equipment acquired in accordance with this Agreement, including Attachments A, B, C, D and E hereto. For the same time

period, SUBGRANTEE shall make said documents, papers and records available to COUNTY and the agency from which COUNTY received the 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.

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

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

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

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

DATED: 10/3, 2013

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

By [redacted]

Sandra Hutchens, Sheriff-Coroner

Sheriff-Coroner Department
"COUNTY"

APPROVED AS TO FORM:

COUNTY COUNSEL

By [redacted]
Nicole Sims, Deputy

DATED: 9/11, 2013

SUBGRANTEE

By [redacted] Chief of Police
Name and Title

Costa Mesa
City

DATED: 12/4/13, 2013

ATTEST:

By [redacted]
City Clerk

DATED: 12/4/13, 2013