

1 **AGREEMENT TO TRANSFER FUNDS**  
2 **FOR 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**

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4 **THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, which date is  
5 enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political  
6 subdivision of the State of California, hereinafter referred to as “COUNTY,” and  
7 \_\_\_\_\_, a municipal corporation, hereinafter referred to as “SUBRECIPIENT.”

8 **WHEREAS**, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to  
9 as SHERIFF, in its capacity as the lead agency for the Operational Area, has applied for, received and  
10 accepted the Emergency Management Performance Grant (hereinafter referred to as “the grant”) from  
11 the California Office of Emergency Services (“CalOES”).

12 **WHEREAS**, the purpose of the grant is to support comprehensive emergency management at  
13 the state, tribal and local levels and to encourage the improvement of prevention, protection, mitigation,  
14 response and recovery capabilities for all hazards, as set forth in Attachment A hereto (FEMA  
15 Preparedness Grants Manual), which is attached hereto and incorporated herein by reference.

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

17 1. COUNTY shall transfer to SUBRECIPIENT grant funds, in arrears, as necessary to  
18 reimburse SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes. In  
19 order to obtain grant funds, SUBRECIPIENT shall comply with the instructions and submit to SHERIFF  
20 all required information and documentation, as set forth in Attachment B (FY2021 EMPG Financial  
21 Management Forms Workbook), which is attached hereto and incorporated herein by reference.

22 2. Throughout their useful life, grant property and equipment shall be used by  
23 SUBRECIPIENT only for grant purposes in accordance with Attachment A hereto.

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

1           4.     If grant property or equipment becomes obsolete, SUBRECIPIENT shall dispose of it  
2 only in accordance with the instructions of COUNTY or the agency from which COUNTY received the  
3 grant funds.

4           5.     SUBRECIPIENT shall submit to the COUNTY grant program reporting documents and  
5 information in accordance with requirements set out in the Attachment C (FY2021 Emergency  
6 Management Performance Grant Program: California Supplement to the FEMA Preparedness Grants  
7 Manual; or, The State Guidance), which is attached hereto and incorporated herein by reference.

8           6.     By executing this Agreement, SUBRECIPIENT agrees to comply with and be fully  
9 bound by this Agreement and all applicable provisions of Attachments A, B, C, and D (Standard  
10 Assurances for all CalOES Federal Grant Programs) hereto. SUBRECIPIENT shall notify COUNTY  
11 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of  
12 this Agreement or Attachments A, B, C, or D hereto.

13           7.     SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY and the  
14 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,  
15 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,  
16 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,  
17 services, materials or supplies in connection with SUBRECIPIENT's performance of this Agreement,  
18 including Attachments A, B, C, and D hereto, and from any and all claims and losses accruing or  
19 resulting to any person, firm, or corporation who may be injured or damaged by SUBRECIPIENT in the  
20 performance of this Agreement, including Attachments A, B, C, and D hereto.

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

24           9.     SUBRECIPIENT may not assign this Agreement in whole or in part without the express  
25 written consent of COUNTY.

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

3 11. For a period of three years after the final Federal Financial Report hereunder or until all  
4 claims related to this Agreement are finally settled, whichever is later, SUBRECIPIENT shall preserve  
5 and maintain all documents, papers and records relevant to the work performed or property or equipment  
6 acquired in accordance with this Agreement, including Attachments A, B, C, and D hereto. For the  
7 same time period, SUBRECIPIENT shall make said documents, papers and records available to  
8 COUNTY and the agency from which COUNTY received the grant funds or their duly authorized  
9 representative(s), for examination, copying, or mechanical reproduction on or off the premises of  
10 SUBRECIPIENT, upon request, during usual working hours.

11 12. SUBRECIPIENT and COUNTY shall be subject to examination and audit by the State  
12 Auditor General with respect to this Agreement for a period of three years after the final Federal  
13 Financial Report hereunder.

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

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

23 15. By signing this Agreement, SUBRECEIPIENT understands and agrees that:

- 24 a. Failure to follow grant guidance, including those detailed below, will result in  
25 ineligibility for any reimbursement under the FY21 EMPG:
- 26 b. A SUBRECIPIENT representative must attend half of the Orange County Emergency  
27 Managers Organization meetings held from July 1, 2021 through June 30, 2023;
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- c. SUBRECIPIENT must maintain National Incident Management System (NIMS) compliance;
- d. For any personnel whose salary is charged to the grant, that specific individual must meet the training and exercise requirements set forth in the grant guidance;
- e. Only those expenditures specifically detailed in the Financial Management Forms Workbook are approved for funding; any changes must be pre-approved by the California Office of Emergency Services;

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

DATED: \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
 Sheriff-Coroner  
 "COUNTY"

APPROVED AS TO FORM  
 COUNTY COUNSEL

By Wendy J. Phillips  
 Wendy J Phillips, Senior Deputy

DATED: \_\_\_\_\_, 20\_\_

SUBRECIPIENT \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 City Clerk

DATED: