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2 **AGREEMENT TO TRANSFER FUNDS**

3 **FOR 2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**

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5 **THIS AGREEMENT** is entered into this 25 day of February 2020, which date is

6 enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political

7 subdivision of the State of California, hereinafter referred to as "COUNTY," and

8 City of Costa Mesa, a municipal corporation, hereinafter referred to as

9 "SUBRECIPIENT."

10 **WHEREAS**, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to

11 as SHERIFF, in its capacity as the lead agency for the Operational Area, has applied for, received and

12 accepted the Emergency Management Performance Grant (hereinafter referred to as "the grant") from

13 the California Office of Emergency Services ("CalOES").

14 **WHEREAS**, the purpose of the grant is to support comprehensive emergency management at

15 the state, tribal and local levels and to encourage the improvement of prevention, protection, mitigation,

16 response and recovery capabilities for all hazards, as set forth in Attachment A hereto (FEMA

17 Preparedness Grants Manual), which is attached hereto and incorporated herein by reference.

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

19 1. COUNTY shall transfer to SUBRECIPIENT grant funds, in arrears, as necessary to

20 reimburse SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes. In

21 order to obtain grant funds, SUBRECIPIENT shall comply with the instructions and submit to SHERIFF

22 all required information and documentation, as set forth in Attachment B (FY2019 EMPG Financial

23 Management Forms Workbook), which is attached hereto and incorporated herein by reference.

24 2. Throughout their useful life, grant property and equipment shall be used by

25 SUBRECIPIENT only for grant purposes in accordance with Attachment A hereto.

26 3. SUBRECIPIENT shall exercise due care to preserve and safeguard grant property and

27 equipment from damage or destruction and shall provide regular maintenance and such repairs for grant

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1 property and equipment as are necessary, in order to keep said grant property and equipment  
2 continually in good working order.

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

6 5. SUBRECIPIENT shall submit to the COUNTY grant program reporting documents and  
7 information in accordance with requirements set out in the Attachment C (FY2019 Emergency  
8 Management Performance Grant Program: California Supplement to the FEMA Preparedness Grants  
9 Manual; or, The State Guidance), which is attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

- 26               a. Failure to follow grant guidance, including those detailed below, will result in  
27               ineligibility for any reimbursement under the FY19 EMPG:

- b. A SUBRECIPIENT representative must attend half of the Orange County Emergency Managers Organization meetings held from July 1, 2019 through June 30, 2020;
- 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;
- f. SUBRECIPIENT reimbursement requests received after June 30, 2020 will not be accepted.

**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, Senior Deputy

DATED: April 7, 2020

SUBRECIPIENT City of Costa Mesa

APPROVED AS TO FORM:

By   
Lori-Ann Farrell Harrison, City Manager

  
City Attorney  
Kimberly Hall Barlow  
CFDA: 97.042  
Emergency Management Performance Grant  
Department of Homeland Security

ATTEST:

*Brenda Green*

Brenda Green, City Clerk

DATED:

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