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2 **AGREEMENT TO TRANSFER FUNDS**  
3 **FOR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**  
4 **COVID-19 SUPPLEMENTAL**  
5

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

11 **WHEREAS**, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to  
12 as SHERIFF, in its capacity as the lead agency for the Operational Area, has applied for, received and  
13 accepted the Emergency Management Performance Grant COVID-19 Supplemental (hereinafter referred  
14 to as “the grant”) from the California Office of Emergency Services (“CalOES”).

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

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

20 1. COUNTY shall transfer to SUBRECIPIENT grant funds, in arrears, as necessary to  
21 reimburse SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes. In  
22 order to obtain grant funds, SUBRECIPIENT shall comply with the instructions and submit to SHERIFF  
23 all required information and documentation, as set forth in Attachment B (FY2020 EMPG-S Financial  
24 Management Forms Workbook), which is attached hereto and incorporated herein by reference.

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

27 3. SUBRECIPIENT shall exercise due care to preserve and safeguard grant property and  
28 equipment from damage or destruction and shall provide regular maintenance and such repairs for grant

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 (Fiscal Year 2020 Emergency  
8 Management Performance Grant Program COVID-19 Supplemental (EMPG-S): California Supplement  
9 to the Federal Notice of Funding Opportunity or, The State Guidance), which is attached hereto and  
10 incorporated herein by reference.

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

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

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

27 9. SUBRECIPIENT may not assign this Agreement in whole or in part without the express  
28 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 FY20 EMPG-S:

- b. SUBRECIPIENT must maintain National Incident Management System (NIMS) compliance;
- c. Only those expenditures specifically detailed in the Financial Management Forms Workbook are approved for funding; any changes must be pre-approved by CalOES;
- d. Grant funds may not be used for exercises;
- e. Equipment purchased with grant funds must be on the Authorized Equipment List in an eligible category; the SUBRECIPIENT is responsible for ensuring equipment is eligible as some categories are excluded.
- f. SUBRECIPIENT reimbursement requests received after December 15, 2021 will not be accepted.

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

APPROVED AS TO FORM  
COUNTY COUNSEL

By \_\_\_\_\_  
Wendy J. Phillips, Senior Deputy

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

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

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

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

SUBRECIPIENT: City of \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

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

DATED: