

**AGREEMENT TO TRANSFER PROPERTY OR FUNDS
FOR 2022 HOMELAND SECURITY GRANT PROGRAM PURPOSES**

THIS AGREEMENT is entered into this 14 day of March 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 the City of Irvine, a (municipal corporation/special district/not-for-profit corporation), hereinafter referred to as "SUBGRANTEE."

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department in its capacity as the lead agency for the Orange County Operational Area, has applied for, received and accepted a grant from the State of California, acting through its California Office of Emergency Services, to enhance county-wide emergency preparedness, hereinafter referred to as "the grant", as set forth in the grant documents that are attached hereto as Attachments A (FY 22 CA Supplement to the Federal Notice of Funding Opportunity), B (FY 22 Homeland Security Grant Program Notice of Funding Opportunity), and C (FY 22 Homeland Security Grant Assurances) and incorporated herein by reference.

WHEREAS, the terms of the grant require that COUNTY use certain grant funds to purchase equipment, technology or services that will be transferred to SUBGRANTEE to be used for grant purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY shall transfer to SUBGRANTEE the equipment, technology, or services as specified in Attachment D hereto, which is incorporated herein by reference. If the grant requires COUNTY to transfer to SUBGRANTEE equipment, technology, or services that COUNTY has not yet acquired, COUNTY shall transfer said equipment, technology or services to SUBGRANTEE as soon after acquisition by COUNTY as is reasonably practicable.

2. If COUNTY transfers grant funds to SUBGRANTEE, SUBGRANTEE shall use said grant funds only to acquire equipment, technology, or services as set forth in Attachment B hereto and/or to perform such other grant functions, if any, for which Attachments A, B and C permit SUBGRANTEE to expend grant funds. SUBGRANTEE shall provide COUNTY with a budget breakdown signed by the authorized agent.

1 3. Throughout its useful life, SUBGRANTEE shall use any equipment, technology or
2 services acquired with grant funds only for those purposes permitted under the terms of the grant and shall
3 make it available for mutual aid response.

4 4. SUBGRANTEE shall exercise due care to preserve and safeguard equipment acquired with
5 grant funds from damage or destruction and shall provide regular maintenance and repairs for said
6 equipment as are necessary, in order to keep said equipment in continually good working order. Such
7 maintenance and servicing shall be the sole responsibility of the SUBGRANTEE, who shall pay for
8 material and labor costs for any maintenance and repair of the said equipment throughout the life of the
9 said equipment.

10 5. SUBGRANTEE shall assume all continuation costs of said equipment, technologies and/or
11 services to include but not limited to upgrades, licenses, and renewals of said equipment, technologies
12 and/or services.

13 6. If equipment acquired with grant funds becomes obsolete or unusable, SUBGRANTEE
14 shall notify COUNTY of such condition. SUBGRANTEE shall transfer or dispose of grant-funded
15 equipment only in accordance with the instructions of COUNTY.

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

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

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

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

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

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

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

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

24
25 15. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
26 performance of this Agreement, including Attachments A, B and C hereto, and shall not be considered
27 officers, agents, or employees of COUNTY or of the agency from which COUNTY received grant funds.
28

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

State of California.

Dated: 3/17, 2025

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

By: 
Sheriff-Coroner

APPROVED AS TO FORM:

COUNTY COUNSEL

DocuSigned by:
By: Wendy Phillips 3/12/2025
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Wendy J. Phillips, Senior Deputy
Office of Orange County Counsel

Dated:

SUBGRANTEE

By:  m-kent

Dated: 4/15/25

ATTEST:

By: 
City Clerk

Dated: April 28, 2025

APPROVED AS TO FORM:


Jeffrey Melching
City Attorney