

**AGREEMENT TO TRANSFER PROPERTY OR FUNDS
FOR 2023 HOMELAND SECURITY GRANT PROGRAM PURPOSES**

THIS AGREEMENT is entered into this ____ day of _____ 2026, 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 _____, a municipal corporation, hereinafter referred to as “SUBRECIPIENT.”

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to as SHERIFF, in its capacity as the lead agency for the Orange County Operational Area, has applied for, received, and accepted the 2023 Homeland Security Grant Program (hereinafter referred to as “the grant”) from the California Office of Emergency Services (“Cal OES”).

WHEREAS, the purpose of the Homeland Security Grant Program (HSGP) is to enhance county-wide emergency preparedness as outlined in the grant documents that are attached hereto as Attachments A (FY 23 CA Supplement to the Federal Notice of Funding Opportunity), B (FY 23 Homeland Security Grant Program Notice of Funding Opportunity), and C (FY 23 Homeland Security Grant Assurances), which are attached hereto and incorporated herein by reference. The terms of the grant require that COUNTY use certain grant funds to purchase equipment, technology, or services that will be transferred to SUBRECIPIENT to be used for grant purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The COUNTY shall transfer to SUBRECIPIENT the equipment, technology, or services as specified in Attachment D (FY23 Equipment Release Document), which is attached hereto and incorporated herein by reference. Suppose the grant requires COUNTY to transfer to SUBRECIPIENT equipment, technology, or services that COUNTY has not yet acquired. In that case, COUNTY shall transfer said equipment, technology, or services to SUBRECIPIENT as soon after acquisition by COUNTY as is reasonably practicable.

2. If COUNTY transfers grant funds to SUBRECIPIENT, SUBRECIPIENT shall use said grant funds only to acquire equipment, technology, or services outlined in Attachment B hereto and/or to perform such other grant functions, if any, for which Attachments A, B, and C permit

1 SUBRECIPIENT to expend grant funds. SUBRECIPIENT shall provide COUNTY with a budget
2 breakdown signed by the authorized agent. Throughout its useful life, SUBRECIPIENT shall use any
3 equipment, technology, or services acquired with grant funds only for those purposes permitted
4 under the terms of the grant and shall make it available for mutual aid response.

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

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

14 5. When original or replacement equipment acquired under HSGP becomes obsolete
15 for program activities, SUBRECIPIENT shall notify COUNTY of such a condition. SUBRECIPIENT
16 shall dispose of grant-funded equipment only in accordance with the instructions of the COUNTY
17 or the agency from which COUNTY received the grant funds.

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

27 7. By executing this Agreement, SUBRECIPIENT agrees to comply with and be fully
28 bound by all applicable provisions of Attachments A, B, C, and D hereto. SUBRECIPIENT shall notify

1 COUNTY immediately upon discovery that it has not abided or no longer will abide by any applicable
2 provision of Attachments A, B, C, and D hereto.

3 SUBRECIPIENT and COUNTY shall be subject to examination and audit by the California
4 State Auditor with respect to this Agreement for a period of three years after the final payment
5 hereunder.

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

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

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

19 12. The SUBRECIPIENT shall provide to COUNTY all records and information requested
20 by COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
21 required to provide to the agency from which COUNTY received grant funds or other persons or
22 agencies.

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

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

15. By signing this Agreement, SUBRECIPIENT understands and agrees that: a) Failure to follow grant guidance will result in ineligibility for any reimbursement under the FY2023 HSGP, and b) Only these expenditures detailed explicitly 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: 3/5, 2026

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

By: 
Sheriff-Coroner

APPROVED AS TO FORM:

COUNTY COUNSEL

DocuSigned by:
Wendy Phillips
By: 04F21EE6A192429
Wendy J. Phillips, Senior Deputy
Office of Orange County Counsel

Dated: 10/15/2025

SUBGRANTEE:
CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:
By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney X

Dated: _____

Dated: _____