



1           **WHEREAS**, all parties wish to maintain the fiscal program structures as close to those  
2 as were previously administered through California Office of Emergency Services under the  
3 Nuclear Power Preparedness Program (NPP) and the IPC will revise and administer the NPP  
4 Program Guidance in the future, without the involvement of the California Office of Emergency  
5 Services.  
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8           **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

9           1. COUNTY shall maintain and administer the MOU between SCE and County. In  
10 negotiating terms and conditions, COUNTY will demonstrate best efforts to ensure the  
11 interests of Parties to the Subordinate Agreements.  
12

13           2. County shall revise, maintain and administer Nuclear Power Preparedness Program  
14 guidance (Attachment B) to be incorporated herein by reference. County shall from time to  
15 time review and revise these guidelines to ensure compliance with nuclear emergency  
16 preparedness standards, California Government Code, County policies, and generally  
17 accepted government accounting standards.  
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19           3. COUNTY shall transfer NPP funds to PARTNER AGENCY on an annual basis as  
20 documented in the Attachment B.

21           4. PARTNER AGENCY shall assume all continuation costs of equipment, technologies  
22 and/or services to include but not limited to upgrades, licenses and renewals of said  
23 equipment, technologies and/or services.

24           5. If equipment acquired with NPP funds becomes obsolete or unusable, PARTNER  
25 AGENCY shall notify COUNTY of such condition. PARTNER AGENCY shall transfer or  
26 dispose of NPP-funded equipment in accordance with its policies and procedures.  
27

28           6. PARTNER AGENCY agrees to indemnify, defend and save harmless COUNTY and  
their elected and appointed officials, officers, agents and employees from any and all claims

1 and losses accruing or resulting to any and all contractors, subcontractors, laborers, and any  
2 other person, firm or corporation furnishing or supplying work services, materials or supplies in  
3 connection with PARTNER AGENCY's use of equipment, technology or services purchased  
4 with NPP funds and PARTNER AGENCY's performance of this Agreement and from any and  
5 all claims and losses accruing or resulting to any person, firm, or corporation who may be  
6 injured or damaged by PARTNER AGENCY in PARTNER AGENCY's use of NPP-funded  
7 equipment, technology or services.  
8

9 7. By executing this Agreement, PARTNER AGENCY agrees to comply with and be  
10 fully bound by all applicable provisions of NPP Guidance (Attachment B). PARTNER  
11 AGENCY shall notify COUNTY immediately upon discovery that it has not abided or no longer  
12 will abide by any applicable provision of Attachments B.  
13

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

18 9. PARTNER AGENCY may not assign this Agreement in whole or in part without the  
19 express written consent of COUNTY.  
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21 10. For a period of three years after final payment hereunder or until all claims related to  
22 this Agreement are finally settled, whichever is later, PARTNER AGENCY shall preserve and  
23 maintain all documents, papers and records relevant to the work performed or property or  
24 equipment acquired in accordance with this Agreement. For the same time period, PARTNER  
25 AGENCY shall make said documents, papers and records available to COUNTY and SCE or  
26 their duly authorized representative(s), for examination, copying, or mechanical reproduction  
27 on or off the premises of PARTNER AGENCY, upon request during usual working hours.  
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1 11. COUNTY may terminate this Agreement and be relieved of the payment of any  
2 consideration to PARTNER AGENCY if COUNTY loses funding under the SCE MOU.

3 12. PARTNER AGENCY and its agents and employees shall act in an independent  
4 capacity in the performance of this Agreement and shall not be considered officers, agents or  
5 employees of COUNTY or SCE  
6

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

9  
10 DATED: \_\_\_\_\_, 20\_\_

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

11  
12  
13  
14 By \_\_\_\_\_

15 Donna Boston, Director Orange County  
16 Sheriff's Department  
17 "COUNTY"

18 APPROVED AS TO FORM:

19 COUNTY COUNSEL

20  
21 By \_\_\_\_\_

22 Wendy Phillips, Deputy

23 DATED: \_\_\_\_\_, 2015

24  
25  
26 DATED: \_\_\_\_\_

PARTNER AGENCY

27  
28 By: \_\_\_\_\_

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

ATTEST:

By \_\_\_\_\_

City Clerk

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