

1                   **AMENDMENT NUMBER ONE TO AGREEMENT TO TRANSFER FUNDS**  
2                   **FOR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**

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4                   ~~THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, which date is~~  
5 ~~enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political~~  
6 ~~subdivision of the State of California, hereinafter referred to as “COUNTY,” and~~  
7 ~~\_\_\_\_\_ , a municipal corporation, hereinafter referred to as~~  
8 ~~“SUBRECIPIENT.” This AMENDMENT NUMBER ONE to AGREEMENT TO TRANSFER FUNDS~~  
9 ~~FOR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (“Transfer~~  
10 ~~Agreement”)~~ is made and entered upon execution of all necessary signatures.

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 (hereinafter referred to as “the grant”) from  
14 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                   WHEREAS, COUNTY and SUBRECIPIENT executed a Transfer Agreement to reimburse  
20 SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes;

21                   WHEREAS, the original Transfer Agreement included a deadline for participating jurisdictions  
22 to submit reimbursement requests by June 30, 2021 (Section 15(f));

23                   WHEREAS, some SUBRECIPIENTS were unable to complete their project expenditures within  
24 that timeframe due to extraordinary circumstances of pandemic, fires, and civil unrest during the past  
25 year;

26                   WHEREAS, the terms of the 2020 EMERGENCY MANAGEMENT PERFORMANCE  
27 GRANT PROGRAM has a deadline of June 30, 2022 for the submission of claims;

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

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

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

9           3.       SUBRECIPIENT shall exercise due care to preserve and safeguard grant property and  
10 equipment from damage or destruction and shall provide regular maintenance and such repairs for grant  
11 property and equipment as are necessary, in order to keep said grant property and equipment  
12 continually in good working order.

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

16          5.       SUBRECIPIENT shall submit to the COUNTY grant program reporting documents and  
17 information in accordance with requirements set out in the Attachment C (FY2020 Emergency  
18 Management Performance Grant Program: California Supplement to the FEMA Preparedness Grants  
19 Manual; or, The State Guidance), which is attached hereto and incorporated herein by reference.

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

25          7.       SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY and the  
26 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,  
27 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,  
28 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,

1 services, materials or supplies in connection with SUBRECIPIENT's performance of this Agreement,  
2 including Attachments A, B, C, and D hereto, and from any and all claims and losses accruing or  
3 resulting to any person, firm, or corporation who may be injured or damaged by SUBRECIPIENT in the  
4 performance of this Agreement, including Attachments A, B, C, and D hereto.

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

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

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

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

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

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

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

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

- 8 a. Failure to follow grant guidance, including those detailed below, will result in
- 9 ineligibility for any reimbursement under the FY20 EMPG:
- 10 b. A SUBRECIPIENT representative must attend half of the Orange County Emergency
- 11 Managers Organization meetings held from July 1, 2020 through June 30, 2021;
- 12 c. SUBRECIPIENT must maintain National Incident Management System (NIMS)
- 13 compliance;
- 14 d. For any personnel whose salary is charged to the grant, that specific individual must
- 15 meet the training and exercise requirements set forth in the grant guidance;
- 16 e. Only those expenditures specifically detailed in the Financial Management Forms
- 17 Workbook are approved for funding; any changes must be pre-approved by the
- 18 California Office of Emergency Services;
- 19 f. SUBRECIPIENT reimbursement requests received after June 30, ~~2021~~2022 will not
- 20 be accepted.

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

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

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

25 By \_\_\_\_\_  
26 Sheriff-Coroner  
27 "COUNTY"  
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APPROVED AS TO FORM  
COUNTY COUNSEL

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

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

SUBRECIPIENT \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

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

DATED: