



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

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

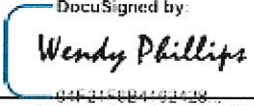
3 Dated: June 13, 2025

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

6 By:   
7 Sheriff-Coroner

8  
9 APPROVED AS TO FORM:

10 COUNTY COUNSEL

11 DocuSigned by:  
12 By:  Wendy Phillips            3/12/2025  
13 01F215EB4192428  
14 Wendy J. Phillips, Senior Deputy  
15 Office of Orange County Counsel

16 Dated:

SUBGRANTEE

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

18 Dated: \_\_\_\_\_

19  
20 ATTEST:

21 By: \_\_\_\_\_  
22 City Clerk

23 Dated: \_\_\_\_\_