

ATTACHMENT A

**GRANT AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA
AND THE CITY OF SANTA BARBARA**

THIS AGREEMENT, made and entered into on December 2, 2014 by and between the

COUNTY OF SANTA BARBARA
hereinafter referred to as
"County",

and

CITY OF SANTA BARBARA, a
municipal corporation, herein-
after referred to as "City";

WHEREAS, Santa Barbara County made U.S. Homeland Security Grant funds available to the City of Santa Barbara Police Department for projects meeting the federal government's funding guidelines;

WHEREAS, the Santa Barbara Police Department, as a local unit of law enforcement is acting within the guidance established by the grantor for the expenditure of federal grant monies;

WHEREAS, the project was approved by a collective body overseeing the distribution of funds known as the "approval authority" as prescribed by the U.S. Homeland Security Grant funding; and

WHEREAS, the installation of security fencing for the City of Santa Barbara Police Department will enhance the safety of first responder personnel and is prescribed as a core capability the Federal Emergency Management Agency for which the funding should be used;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. TERM

City shall be eligible for submission of invoices for reimbursement beginning on December 2, 2014 and end March 31, 2015 unless otherwise directed by County.

2. STATEMENT GRANT PROJECT OBJECTIVES

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This agreement will be for the reimbursement of Installation of three (3) new perimeter vehicle security gates and two (2) pedestrian security gates and associated equipment and controls at the Santa Barbara Police Department at 215 E. Figueroa St, Santa Barbara, CA as in accordance with FY 2013 Homeland Security Grant Program approved project administered by the County.

3. PAYMENT

Upon completion of the project, the City shall be reimbursed for costs incurred under this Agreement in accordance with the terms of EXHIBIT A attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 5 NOTICES below following completion of the project as defined in Section 2 STATEMENT OF GRANT PROJECT OBJECTIVES. Unless otherwise specified on EXHIBIT A, payment shall be net thirty (30) days from presentation of invoice.

4. INDEMNIFICATION

City agrees to indemnify, defend and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. City's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

5. NOTICES SHALL BE SENT TO THE PARTIES AS FOLLOWS:

To County: Ryan Rockabrand Emergency Management Director 4408 Cathedral Oaks Road, Santa Barbara, 93110

To City: William Marazita, Lieutenant, Santa Barbara Police Department,
215 East Figueroa Street, Santa Barbara, CA 93101

6. DEBARMENT AND SUSPENSION

City certifies to County that it and any work performed on its behalf is done with parties that are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. City certifies that it shall not contract with a party that is so debarred or suspended.

7. RECORDS, AUDIT, AND REVIEW

City shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of City's profession and shall maintain such records for at least four (5) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during City's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), City shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). City shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, City shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit

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exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, City shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

By: _____
Steve Lavagnino
Chair, Board of Supervisors

Date: _____

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

ON BEHALF OF THE COUNTY

RECOMMENDED FOR APPROVAL:

County:
County Executive, Office of Emergency
Management

By: _____
Department Head

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APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

ON BEHALF OF THE CITY

By: _____
John Doimas
City Attorney

By: _____
Camerino Sanchez
Chief of Police

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EXHIBIT A

**PAYMENT ARRANGEMENTS
Compensation upon Completion**

- A. For purposes of reimbursement outlined this Agreement, the City of Santa Barbara shall be paid a total amount, including cost reimbursements, not to exceed **\$215,000.00**.
- B. Payment for services and /or reimbursement of costs shall be made upon City's satisfactory performance, based upon the scope and methodology contained in **the agreement**.
- C. Upon completion of the work, the City of Santa Barbara shall submit to the County DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. County DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from City of Santa Barbara.