

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA BARBARA
AND COUNTY OF SANTA BARBARA
#24,522**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ___ day of _____, 2014

by and between CITY OF SANTA BARBARA, a municipal corporation, (hereinafter referred to as "City");

and COUNTY OF SANTA BARBARA, a political subdivision of the State of California (hereafter COUNTY)

Whereas, Santa Barbara County made U.S. Homeland Security Grant funds available to the Santa Barbara County Law Enforcement Chiefs (CLEC) for projects meeting the federal government's funding guidelines;

Whereas, the Santa Barbara Police Department, as the administrator of the local California Law Enforcement Telecommunications System (CLETS) Joint Powers Agreement (JPA) Message Switching System, submitted a project to CLEC for the purchase of IBM's proprietary Coplink Supervised Release Monitor and Alert Module (SRMA)'

Whereas, CLEC approved the SRMA project as part of the U.S. Homeland Security Grant funding; and

Whereas, in order to provide expanded features for the regional data sharing warehouse, the City and the County have agreed that the City, through the Police Department, will implement the SRMA project and the County will provide the grant \$125,000.00 upon completion of the project, in accordance with the federal guidelines.

NOW, THEREFORE, City and the County express their understanding as follows:

1. CITY'S PARTICIPATION.

City, as the regional administrator Santa Barbara County Law Enforcement Chiefs COPLINK Program, agrees to do the following pursuant to this Memorandum of Understanding:

- A. To coordinate and implement the SRMA project with IBM;
- B. Provide staff necessary to implement the SRMA project; and
- C. Submit invoicing for the U.S. Homeland Security Grant funds upon completion of the project.

D. Appoint a City Police Department contact person for the purposes of interacting with the County concerning this MOU and the deployment of the SRMA Project. This person shall be Dennis Diaz, Information Technology Manager. In the event the contact person for City changes, the City will contact the County within 5 days with new contact person information.

2. COUNTY.

The County agrees to do the following pursuant to this Memorandum of Understanding:

A. Remit payment to the City of no more than one hundred and twenty-five thousand dollars for the SRMA Project upon completion of the project.

B. Appoint a County contact person to interact and consult with the City Police Department concerning this MOU. The contact person for the County shall be Joseph Guzzardi, Emergency Manager at County Executive Office, Office of Emergency Management. In the event the contact person for the County changes, the County will contact City within 5 days with new contact person information.

3. TERM AND TERMINATION.

This MOU shall commence on July 1, 2014 and shall terminate on September 1, 2014.

5. COMPLIANCE WITH LAWS AND REGULATIONS.

City and the County agree they will use their best efforts to comply with all federal, state and City laws and regulations applicable to this MOU.

6. GENERAL PROVISIONS.

A. **Notices.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, or with postage prepaid by first class mail, as follows:

Notice to the County shall be addressed as follows:

Attn: Joseph Guzzardi, CEM
County Executive Office
Office of Emergency Management
4408 Cathedral Oaks Road
Santa Barbara, CA 93110

Notice to City shall be addressed as follows:

City of Santa Barbara
Police Department Business Office
215 East Figueroa Street

Santa Barbara, CA 93101

B. Interpretation. This MOU shall be interpreted in accordance with and governed by the laws of the State of California. The language in all parts of this MOU shall be, in all cases, construed according to its fair meaning and not strictly for or against the City or the County.

C. No Third Party Beneficiaries. This MOU is made and entered into for the sole use of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this MOU.

D. Corporate Authority. The person(s) executing this MOU on behalf of each of the parties hereto represent and warrant that such party, if not an individual, is duly organized and existing, they are duly authorized to execute and deliver this MOU on behalf of said party.

E. Entire MOU. This MOU constitutes the entire agreement between City and the County with respect to the subject matter hereof and it supersedes all prior MOUs, discussions, and negotiations, oral and written. This MOU may not be amended or modified in any respect whatsoever except by an instrument in writing, approved by the City and signed by City and the County.

F. Execution of MOU. This MOU may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the date first written above.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board


COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

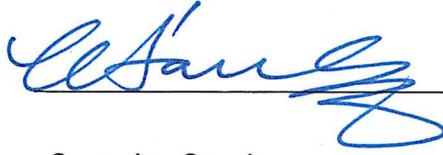
By: _____
Chair, Board of Supervisors

Date: _____


RECOMMENDED FOR APPROVAL
Office of Emergency Management

By: 
Department Head
Ryan Rockabrand
Director

CONTRACTOR:
City of Santa Barbara Police
Department

By: 
Name: Camerino Sanchez
Title: Chief of Police

APPROVED AS TO FORM:


John Doimas, Deputy City Attorney
City of Santa Barbara

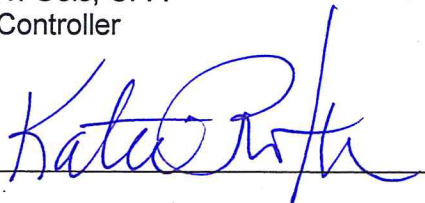
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 

APPROVED AS TO FORM:
Risk Management

By: 
Risk Management