

SANTA BARBARA CITY AGREEMENT NO _____
SANTA BARBARA COUNTY AGREEMENT NO _____

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

THIS AGREEMENT is made and entered into by and between the

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

and

COUNTY OF SANTA BARBARA,
a political subdivision of the State of
California, hereinafter referred to as
"COUNTY" (and together with the CITY,
collectively, the "Parties" and each
individually a "Party")

WITNESSETH:

Whereas, COUNTY, through its Office of Arts and Culture, administers grant programs, coordinates art exhibitions, facilitates cultural planning and supports the arts and culture sector throughout the County of Santa Barbara for the benefit of residents and visitors; and

Whereas, CITY maintains, administers, and assists various art and promotion programs in the City of Santa Barbara, including support of the CITY's Arts Advisory Committee and the Community Events & Festivals Committee, as well as Cultural District development and three cultural arts grant programs; and

Whereas, CITY wishes to obtain the services of COUNTY in operating and supporting such arts programs, and COUNTY is willing and able to provide such services.

In consideration of the mutual promises set forth herein, and other consideration, the sufficiency and receipt of which are hereby acknowledged, it is hereby agreed as follows:

1. TERM

The term of this Agreement commences on the first date fully executed by all of the Parties, to be effective as of July 1, 2025, and shall terminate on June 30, 2026 ("Initial Term"), unless sooner terminated or extended as provided herein. CITY shall have the option to extend the Term of this Agreement for an additional one-year extension term ("Extension Term" and together with the Initial Term, collectively, the "Term"), provided

that (i) CITY notifies the COUNTY of the CITY's election to so extend the Agreement for the additional one-year Extension Term by delivering to COUNTY, on or before June 1, 2026, written notice of such Extension Term election ("Extension Election Notice"), and (ii) the Parties agree, on or before July 1, 2026, on the amount payable to COUNTY by CITY for the services to be provided during the Extension Term.

2. DUTIES

COUNTY shall administer and coordinate CITY arts initiatives, and manage and administer the Community Arts re-granting programs for granting funds to local arts organizations for arts programs in the City of Santa Barbara, as described in Exhibit A, attached hereto and incorporated herein.

3. PAYMENT

Subject to the terms and conditions contained herein, CITY agrees to pay to COUNTY \$461,986 for the Initial Term for services under this Agreement. Such funds will be deposited into the County Arts Division Fund #1001. Such funds shall be paid by CITY to COUNTY in the following manner:

- (a) **Organizational Development and Community Arts Re-Granting Programs.**
 - (i) **Initial Term.** \$156,963 for the Organizational Development and the Community Arts Re-Granting Programs, payable upon COUNTY's submission to CITY of an invoice for same following the execution of this Agreement, for purposes described in Sections 4(a) and (b) of Exhibit A.
 - (ii) **Extension Term.** For the Organizational Development and the Community Arts Re-Granting Programs, payable upon COUNTY's submission to CITY of an invoice for same following COUNTY's receipt of the Extension Election Notice, for purposes described in Sections 4(a) and (b) of Exhibit A, an amount to be agreed upon by COUNTY and CITY in accordance with Section 1, above.
- (b) **Community Events & Festivals Re-Granting Program.**
 - (i) **Initial Term.** \$83,000 for the Community Events & Festivals Re-Granting Program, payable upon COUNTY's submission to CITY of an invoice for same following the execution of this Agreement, for purposes described in Section 4(c) of Exhibit A.
 - (ii) **Extension Term.** For the Organizational Development and the Community Arts Re-Granting Programs, payable upon COUNTY's submission to CITY of an invoice for same following COUNTY's receipt of the Extension Election Notice, for purposes described in Sections 4(c) of Exhibit A, an amount to be agreed upon by COUNTY and CITY in accordance with Section 1, above.
- (c) **Administrative Fee.** For COUNTY's coordination and administration of the

CITY Programs described in Exhibit A, CITY shall pay to COUNTY an administrative fee (“Administrative Fee”) each quarter of the Initial Term, upon submission of an invoice by COUNTY for same, as follows:

Initial Term

July 1, 2025 (or upon execution of this Agreement)	\$55,505.75
October 1, 2025	\$55,505.75
January 1, 2026	\$55,505.75
April 1, 2026	\$55,505.75
TOTAL:	<u>\$222,023.00</u>

Extension Term: For COUNTY’s coordination and administration of the CITY Programs described in Exhibit A, CITY shall pay to COUNTY an Administrative Fee each quarter of the Renewal Term, upon submission of an invoice by COUNTY, in an amount to be agreed upon by COUNTY and CITY in accordance with Exhibit A, Section 5.

4. INDEMNIFICATION & INSURANCE

INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

5. INDEPENDENT CONTRACTOR

The Parties, in the performance of this Agreement, will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Parties intend that an independent contractor relationship

will be created by this Agreement. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever.

6. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. ENTIRE AGREEMENT AND AMENDMENT

This Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties, or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding, except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by all of the parties to this Agreement and by no other means. Each Party waives their future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

8. CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

9. EXECUTION OF COUNTERPARTS

This Agreement may be executed electronically and in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as any of them as the Parties shall preserve undestroyed, shall together constitute.

10. PRECEDENCE

In the event of conflict between the provisions contained in the numbered Sections 1 through 13 of this Agreement and the provisions contained in the Exhibits attached hereto, the provisions set forth in the Exhibits shall control and prevail over those set forth in the numbered Sections 1 through 13.

11. OWNERSHIP OF DOCUMENTS

All reports and documents prepared by COUNTY as required under this Agreement are the joint property of the CITY and the COUNTY.

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

To COUNTY: Sarah York Rubin, Executive Director
Santa Barbara County Office of Arts and Culture
P.O. Box 2369
Santa Barbara, CA 93120

To CITY: Brandon Beaudette, Senior Assistant to the City Administrator
City of Santa Barbara
P.O. Box 1990
Santa Barbara, CA 93102-1990

13. ASSIGNMENT

Neither Party shall assign this Agreement, in whole or in part, or any of such Party's rights or obligations hereunder, without the prior written consent of the other Party hereto in each instance.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed as of the day and year written below.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
LAURA CAPPS
Chair, Board of Supervisors

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor- Controller

By: _____
JESÚS ARMAS
Director, Community Services Dept.

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGEMENT

By: _____
Deputy County Counsel

By: _____
Risk Manager

CITY OF SANTA BARBARA

ATTEST:
SARAH GORMAN
CITY CLERK SERVICES MANAGER

APPROVED AS TO CONTENT:
BRANDON BEAUDETTE
SENIOR ASSISTANT TO THE CITY
ADMINISTRATOR

By: _____

By: _____

APPROVED AS TO FORM:
SARAH KNECHT
CITY ATTORNEY

APPROVED AS TO CONTENT:
KELLY MCADOO
CITY ADMINISTRATOR

By: _____

By: _____

EXHIBIT A

1. **About the Santa Barbara County Office of Arts and Culture (“SBCOAC”)**

The Office of Arts & Culture represents a longstanding partnership between the County of Santa Barbara and the City of Santa Barbara. For nearly 40 years, both governments have shared resources and staff to maximize support for arts and culture institutions, practitioners, programs, initiatives, and projects.

Through robust public-private partnerships, SBCOAC seeks to support and catalyze art, culture, and creative expression, vitalize public spaces, inspire local identity and belonging, bridge across differences, strengthen equitable and resilient communities, reflect our shared humanity, and uplift community vision for the future.

2. **About the City – County Partnership**

In 1987, following a City arts planning initiative, the City of Santa Barbara and County of Santa Barbara established a shared administrative staffing structure to identify specific arts support personnel, streamline administration, leverage investments, create cost efficiencies, coordinate efforts, increase public resources and service levels, and maximize impact. This collaboration receives additional administrative funding support from the California Arts Council and is recognized as a national model for small and mid-size local arts agencies.

The partnership has effectively created a “one-stop-shop” for local arts and culture needs: connecting community members and organizations to government and local resources, preserving continuity of operations, institutional knowledge, and records, and ensuring the maintenance and conservation of public art and corresponding built infrastructure.

3. **Staffing Model**

The County and City share 3.5 full-time arts employees with diverse educational and professional experience, as well as staff art installers. Areas of specialization include governmental arts policy, legislation, and procedures; grantmaking and fiduciary stewardship; civic art production, conservation, and safety practices; public event production and management; and cultural competency, equity and diversity best practices.

4. **Arts Re-Granting Programs**

The objective of the City’s Cultural Arts Re-Granting Program is to ensure accessibility to the arts for all members of Santa Barbara’s community. All grants are provided for projects within the City of Santa Barbara. Applicants are to be representative of a diverse cross-section of arts organizations. The objective for each program is outlined below.

- (a) **Organizational Development** – This program supports the growth and resilience of arts and culture organizations by providing funding to build organizational capacity, broaden community engagement, and increase earned income.

- (b) **Community Arts** – This program aims to ensure accessibility to the arts for all members of Santa Barbara’s community. This program funds community arts groups and artists that provide small-scale projects and programs for underserved communities and youth.
- (c) **Community Events & Festivals** – This grant program provides funding support to local organizations to produce events and festivals which contribute to the economic and cultural vitality of Santa Barbara.

5. Funding

The Santa Barbara County Office of Arts and Culture will provide administrative staff support to the City of Santa Barbara and provide services as outlined in the Scope of Work. The CITY Fiscal Year 2026 Initial Term Administrative Fee budget line item below reflects an increase of 2.5% from the administrative fee for CITY Fiscal Year 2025. Likewise, the Administrative Fee shall be adjusted for the Extension Term as of July 1, 2026, based on the change in the Consumer Price Index, Los Angeles Area (“CPI”), as reported by the Bureau of Labor Statistics, with a maximum allowable increase of 2.5% over the amount of the Administrative Fee for the Initial Term.

**CITY FISCAL YEAR 2026 “INITIAL TERM” ARTS BUDGET
FOR RE-GRANTING PROGRAMS &
ADMINISTRATIVE SERVICES AGREEMENT**

ORGANIZATIONAL DEVELOPMENT GRANTS	\$103,000
COMMUNITY ARTS GRANTS	\$53,963
COMMUNITY EVENTS & FESTIVAL GRANTS	\$83,000
ADMINISTRATIVE FEE	\$222,023
TOTAL:	\$461,986

6. Scope of Work

I. Supporting Santa Barbara’s Economic Prosperity and Growth Through Arts & Culture

- Continue creative economy support by working with the Economic Development Collaborative and UCSB Economic Forecast Project to generate and present the newest report on the Economic Impact of the Creative Economy in Santa Barbara.
- Administer the Organizational Development re-granting program, supporting sustainable practices for local arts organizations.
- Manage the City’s Community Events and Festivals re-granting program, emphasizing placemaking and traffic in commercial corridors (e.g., State Street, Funk Zone, Milpas).
- Distribute a monthly arts and culture newsletter, including notices of funding availability (NoFAs), local and regional opportunities, and upcoming events.
- Maintain and promote a local Arts & Culture Events Calendar, partnering when possible with local media to amplify local programming.

- Promote local arts via social media, promoting City projects and opportunities.
- Identify and apply for grant funding when possible to support the arts and enhance sector vitality.
- Support public-private partnerships such as the *Sunken Garden Summer Cinema*, connecting arts activity with economic development.
- Serve as a resource hub for local creatives and arts nonprofits through consultations and referrals.
- Support professional development opportunities to help build the skills necessary for artists and arts organizations to succeed.

II. Activating Public Space through the Arts

- Produce and install public art in locations like the State Street Sculpture Pads, Jardin de las Granadas, and Storke Placita (e.g., *Pianos on State*, *Tiny Libraries*).
- Help procure funding and lead implementation of the Bloomberg Asphalt Art Initiative.
- Seek public and private funding opportunities when possible for art installations and exhibitions in commercial and civic spaces.
- Curate exhibitions in City Hall Gallery and public spaces.
- Co-produce cultural events when possible, including the *Sunken Garden Summer Cinema* (24,000+ attendees).
- Participate in 1st Thursday Art Walks for City and County gallery openings and support downtown activation with community partners.
- Manage the City's art collection, public art sculpture pads, and support the development of public art infrastructure.
- Provide recommendations for future art opportunities and City public art maintenance.
- Use the remaining funds from the Chromatic Gate fundraiser to support and manage conservation work.
- Collaborate with Downtown Organization, Arts District, and Theater District to promote cultural programs.
- Facilitate the City Poet Laureate Program and annual contract, as well as biannual nomination, panel selection, and induction.
- Support pop-up events and artistic activations, partnering with artists, planners, and community organizations.

III. Increasing Equitable Access to Arts and Culture

- Administer the City's Community Arts re-granting program, prioritizing equity and access for underserved communities.
- Ensure Spanish-language access and ADA accommodations in grantmaking, public art, and public-facing materials.
- Provide consultation for organizations from historically marginalized communities to access state/federal resources and funding.
- Partner with disability communities as needed to ensure equitable access and bi-directional communication with arts venues.
- Continue collaborative cultural asset mapping to highlight sites of cultural significance across Santa Barbara.

- Provide platforms for underrepresented voices through exhibitions and partnerships.
- Continue collaboration with the Library, Community Development Department, and other departments to promote civic engagement through the arts.

IV. Delivering Arts Policy, Planning, and Support Services

- Serve as a resource to Council and City departments to support arts planning, public art policy, and cultural trends.
- Provide technical support and staff facilitation for the Arts Advisory and Community Events & Festivals Committees.
- Maintain City arts records, policies, and institutional knowledge.
- Prepare Council Agenda Reports and facilitate presentations to the City Committees and Council as appropriate.
- Administer contracts and financial services related to public art, Poet Laureate, grants, and special projects.
- Serve as public liaison for inquiries related to the City's arts programs, history, and opportunities.

V. Administrative Services, Grantmaking, and Project Management

a. Grant Programs

- Develop guidelines, conduct outreach, host technical workshops, and facilitate Committee grant panels.
- Manage application portals, contracts, and invoice processing.
- Track and collect final reports and ensure grantee acknowledgment of City support.

b. Public Art Projects

- Identify locations, produce artist calls, convene review panels, contract artists, and manage installations as relevant.
- Coordinate engineering, insurance, safety, and accessibility requirements as needed.
- Support promotion, maintenance, and long-term stewardship of artworks.

c. Cultural Planning & Coordination

- Lead efforts such to implement the local cultural planning framework.
- Facilitate dialogue with community arts organizations, historically marginalized organizations, and regional partners.
- Benchmark best practices and integrate model arts processes and policies from peer municipalities and governments.

d. City Committee Facilitation

- Coordinate agendas, AV, meeting notices, minutes, and public communications.
- Facilitate City Arts Advisory Committee and City Community Events and Festivals Committee meetings.

- Onboard members, facilitate subcommittees, and liaise with City staff.

e. *General Operations*

- Host an office in downtown Santa Barbara and offer public availability from 9 a.m.- 5 p.m. during weekdays
- Work when practical on evenings/weekends for programs and installations.
- Provide accessible support for artists, nonprofits, and community members.

f. *Reporting*

- Document key performance metrics, program outcomes, and grant reporting.
- Track Council approvals and implement Council direction.
- Ensure alignment with City grant funding acknowledgment requirements.