

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

AGREEMENT

THIS AGREEMENT, made and entered into on September 22, 2009 and between the

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as "City";

and

SANTA BARBARA COUNTY hereinafter referred to as "County", WITNESSETH:

Whereas, COUNTY through its Arts Commission, hereinafter referred to as 'COMMISSION', coordinates, administers, funds, and provides other assistance to arts programs 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 the Arts Advisory Committee, the Community Events and Festivals Committee, the Visual Art in Public Places program, Cultural District development, and the Art in Civic Culture grants program, and

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

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF SANTA BARBARA THAT:

1. TERM.

This agreement commences on July 1, 2009 and shall terminate on June 30, 2010 unless sooner terminated as provided herein.

2. DUTIES.

COMMISSION shall:

(a) manage and administer a program for re-granting funds to CITY cultural organizations.

(b) manage and administer a program for re-granting promotional funds to CITY organizations.

(c) administer and coordinate the activities of the City Arts Advisory Committee, the Visual Art in Public Places Committee, the Community Events and Festivals Committee, and manage the Organizational Development Grants, and the Community Arts Grants.

(d) administer and coordinate the special projects of the City Arts Advisory Committee, including the Cultural District.

(e) develop and manage the State of the Art Gallery.

(f) organize and develop art exhibitions for the City Hall Gallery space.

3. PAYMENT.

Subject to the terms and conditions contained herein, CITY agrees to provide four hundred eighty-five thousand five hundred and twenty-three dollars (\$485,523) for the services under this agreement. Funds will be deposited into the Arts Commission Trust Fund #1001, Department #052, Account #5970. These funds shall be paid in the following manner:

(a) two hundred fifteen thousand four hundred and seventy-six dollars (\$215,476) for Organizational Development and Community Arts grants program upon submission of invoice by COUNTY following the execution of this agreement (Exhibit A).

(b) one hundred and twenty-three thousand dollars (\$123,000) for the Community Events & Festivals re-granting program upon submission of invoice by COUNTY following the execution of this agreement (Exhibit B).

(c) one hundred thirty-two thousand and forty-seven dollars (\$132,047) for the coordination and administration of CITY Arts Programs designated in Exhibits A, B, and

Quarterly payments will be made in advance each quarter and shall be paid upon submission of invoice by COUNTY as follows (see Exhibit C):

July 1, 2009 (or following this Agreement)	\$33,011.75
October 1, 2009	33,011.75
January 1, 2009	33,011.75
April 1, 2009	33,011.75
TOTAL	\$132,047.00

(d) fifteen thousand dollars (\$15,000) for special Cultural District projects of the City Arts Advisory Committee following COUNTY invoice upon contracting for projects listed in Exhibit D, or as otherwise approved by Council.

In the event COUNTY desires to use funds under this agreement for purposes other than those provided therein, COUNTY shall obtain advance written consent of the CITY Administrator. If COUNTY uses such funds other than as provided herein and without prior written consent of the CITY, CITY shall have the right to terminate this agreement and to require COUNTY to return all funds improperly disbursed.

4. INDEMNIFICATION.

COUNTY shall defend, indemnify, and save harmless the CITY from all claims,

demands, damages, costs, expenses, judgments, or liability resulting solely from any negligence, act or omission of the COUNTY, its officers, employees, or agents arising out of this contract. CITY shall defend, indemnify, and save harmless the COUNTY from all claims, demands, damages, costs, expenses, judgments, or liability resulting solely from any negligent act or omission of the CITY, its officers, employees, or agents arising out of this agreement.

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

To COUNTY: Santa Barbara County Arts Commission
P.O. Box 2369
Santa Barbara, CA 93120

To CITY: Paul Casey, Director
Community Development Department
P.O. Box 1990
Santa Barbara, CA 93102-1990

6. ASSIGNMENT.

COUNTY shall not assign this agreement or any part hereto without prior written consent of the CITY. An agreement between the County of Santa Barbara and the City of Santa Barbara for Purchase of Services for the Fiscal Year 2009 – 2010.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on the day and year written below.

ATTEST:

COUNTY OF SANTA BARBARA

By: _____
Michael Brown
County Administrative Officer

By: _____
Joe Centeno
Chair, Board of Supervisors

By: _____
Ginny Brush, Executive Director
Santa Barbara County Arts Commission

By: _____
Ray Aromatorio
Risk Management

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING:

By: _____
Dennis Marshall
County Counsel

By: _____
Robert W. Geis, CPA
Auditor-Controller

ATTEST:

CITY OF SANTA BARBARA

By: _____
Cynthia M. Rodriguez
City Clerk Services Manager

By: _____
James L. Armstrong
City Administrator

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Stephen P. Wiley
City Attorney

By: _____
Paul Casey
Community Development Director

**ORGANIZATIONAL DEVELOPMENT RE-GRANTING
COMMUNITY ARTS GRANT**

The Organizational Development Program grants public funding to local arts organizations for arts programs. The applicants to this program are representative of a diverse cross-section of arts organizations, including multicultural and neighborhood arts programs. The focus of the Organizational Development Program is to provide funds to assist arts organizations to increase audiences and earned income.

Organizational Development grants will support operational, marketing and promotional expenses for organizations. Organizations must indicate the impact these funds will have upon their audience development and earned income. Organizational Development grants will support programs that address increases in audience through direct programmatic partnerships or new marketing strategies.

The City of Santa Barbara's allocation for the Organizational Development Program is \$161,000 for Fiscal Year 2009- 2010.

The Community Arts Program fund community arts groups that provide small-scale projects, programs for children and youth, and grants to leverage other funding for arts programs. Often, projects supported by Community Arts grants occur one time only and are not offered on an ongoing basis. The objective of the Community Arts grants is to ensure accessibility to the arts for all members of the community. All grants are made for projects within the City of Santa Barbara.

The City of Santa Barbara allocation for the Community Arts Grant is \$54,476 for Fiscal Year 2009 - 2010.

FY 2009 - 2010

ORGANIZATIONAL DEVELOPMENT GRANTS

TOTAL REVENUE:	\$161,000
TOTAL EXPENDITURES:	\$161,000

COMMUNITY ARTS GRANTS

TOTAL REVENUE:	\$ 54,476
TOTAL EXPENDITURES:	\$ 54,476

COMMUNITY EVENTS AND FESTIVALS RE-GRANTING

The City of Santa Barbara Community Events & Festivals Program grants funds to local organizations for promotional development. The applicants to this program have demonstrated the ability to provide events, which contribute to the promotion of the City of Santa Barbara and are consistent with the City's image.

The City of Santa Barbara's allocation to the Community Events & Festivals Program is \$123,000 for Fiscal Year 2009 - 2010.

FY 2009 - 2010

COMMUNITY EVENTS & FESTIVALS

TOTAL REVENUE:	\$123,000
TOTAL EXPENDITURES:	\$123,000

**SANTA BARBARA COUNTY ARTS COMMISSION
PURCHASE OF ADMINISTRATIVE SERVICES AGREEMENT**

The Santa Barbara County Arts Commission staff will provide administrative staff support to the Santa Barbara Arts Advisory Committee, the City Visual Art in Public Places Committee (project review), and the Community Events & Festivals Committee. In addition, the Arts Commission staff will also administer other programs of the City Arts Advisory Committee, including the Organizational Development and Community Arts grants programs and overseeing the City Hall Gallery space and organizing public exhibitions.

FY 2009 - 2010

TOTAL REVENUE:		\$132,047
EXPENDITURES:		
SALARIES:		
Executive Director	\$ 48,790	
Visual Art in Public Places Coordinator	50,360	
Departmental Analyst	32,897	
TOTAL EXPENDITURES:		\$132,047

EXHIBIT C (cont)

EXECUTIVE DIRECTOR

Develop agendas, reports, evaluations, research, and staff the City Arts Advisory Committee, the Community Arts Program, the Organizational Development Program, the Community Events & Festivals Committee, and sub-committees. Coordinate and prepare agendas, budgets, invoices, reports, and provide technical assistance for the City programs and special projects, including the Organizational Development Program, Community Events & Festivals Program, Cultural District development and promotion, and arts facility projects. Provide information to City Council, City Staff, and City organizations including Downtown Organization and Conference and Visitor's Bureau on arts issues, preparation of grants, including private foundation grants, California Council for the Humanities, National Endowment for the Arts, and other public and private sources to secure local matching funds for program development and arts education and outreach programs. Assist staff in implementation of public art projects.

TOTAL \$48,790

VISUAL ART IN PUBLIC PLACES COORDINATOR

Staff the Visual Art in Public Places Committee, coordinate the State Street Public Art Program, and develop education and public relations for City supported arts promotion programs; coordinate with City Planning staff for Visual Art in Public Places (VAPP) review of private public art elements; and represent VAPP Committee at the Historic Landmarks Committee and Architectural Board of Review. Coordinate arts organization programming efforts and provide technical assistance to artists. Organize, curate and develop exhibitions for the City Hall Gallery and oversee the City's art collection.

TOTAL \$50,360

DEPARTMENTAL ANALYST

Provide contract preparation, administration, invoicing, and fiscal services to City Arts Programs and Festival & Events Promotional Programs as well as Staff to the Arts Advisory Committee and to special projects. Provide office management and clerical supervision. Provide staff support for the Events & Festivals, and Art in Civic Culture grant programs. Provide technical assistance as necessary. Provide clerical assistance to Staff and to the agency in the areas of grant programs, committees, and Cultural District programs.

TOTAL \$32,897

PURCHASE OF SERVICES \$132,047

TOTAL ADMINISTRATION \$132,047

CITY ARTS ADVISORY COMMITTEE SPECIAL PROJECTS BUDGET

Special Cultural District Projects of the City Arts Advisory Committee is to implement the development and promotion of the Cultural District. The City of Santa Barbara's allocation is \$15,000 to the Cultural District. Cultural District funds partner with the Downtown Organization to produce and market cultural promotions during the budget year.

FY 2009 – 2010

SPECIAL PROJECTS BUDGET

TOTAL REVENUE	\$15,000
TOTAL EXPENDITURES	
CULTURAL DISTRICT FUNDING	\$15,000
Cultural District Touring	\$ 5,000
Cultural District Programs	\$10,000

