

**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."

WITNESSETH:

Whereas, COUNTY through its Office of Arts and Culture, hereinafter referred to as "COUNTY", 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 through the CITY's Arts Advisory Committee and the Community Events & Festivals Committee, including Cultural District development and three grant programs, and

Whereas, CITY wishes to obtain the services of COUNTY in operating and supporting these 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**

This Agreement commences on the date executed by all parties to be effective on July 1, 2018 and shall terminate on June 30, 2019 unless sooner terminated as provided herein.

## 2. DUTIES

COUNTY shall:

- (a) manage and administer the Organizational Development and 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;
- (b) manage and administer the Community Events & Festivals re-granting program for granting funds to local cultural organizations for promotional development in the City of Santa Barbara, as described in Exhibit B;
- (c) provide administrative staff support to the City Arts Advisory Committee, the Community Events & Festivals Committee and relevant Subcommittees, as described in Exhibit C;
- (d) administer and coordinate city arts initiatives, including supporting the development of a Cultural Arts Masterplan, as described in Exhibit D;
- (e) organize and develop art exhibitions for the City Hall Gallery space;
- (f) provide and present a citywide Art Symposium for City Artists and organizations; and
- (g) develop and manage temporary art for designated State St. sculpture pads, including the Pianos on State Street exhibition.

## 3. PAYMENT

Subject to the terms and conditions contained herein, CITY agrees to provide to COUNTY four hundred seventy five thousand one hundred dollars (\$475,100) for the services under this Agreement. Funds will be deposited into the County Arts Division Fund #1001. These funds shall be paid in the following manner:

- (a) One hundred ninety nine thousand dollars (\$199,000) for the Organizational Development and the Community Arts re-granting programs upon submission of invoice by COUNTY following the execution of this Agreement for purposes described in *Organizational Development and Community Arts Re-Granting Programs* attached hereto and incorporated into the Agreement by reference as Exhibit "A".
- (b) One hundred six thousand and one hundred dollars (\$106,100) for the Community Events & Festivals re-granting Program upon submission of invoice by COUNTY following the execution of this Agreement for purposes described in *Community Events & Festivals Re-Granting Program* attached hereto and incorporated into the Agreement by reference as Exhibit "B".
- (c) One hundred fifty-one thousand and nine hundred dollars (\$151,900) for the coordination and administration of CITY Programs designated in Exhibits "A" and "B" and the support of CITY's Arts Advisory Committee,

Subcommittees and Community Events & Festivals Committee. Payments shall be made each quarter upon submission of invoice by COUNTY for purposes described in *Santa Barbara County Community Services Department Purchase of Administrative Services Agreement* attached hereto and incorporated into the Agreement by reference as Exhibit "C" as follows:

July 1, 2018 (or following this Agreement)	\$37,975
October 1, 2018	37,975
January 1, 2019	37,975
April 1, 2019	37,975
TOTAL	<u>\$151,900</u>

- (d) Eighteen thousand one hundred dollars (\$18,100) for special Cultural Arts District and miscellaneous art projects following COUNTY invoice for purposes described in *City Arts Advisory Committee Special Projects Budget* attached hereto and incorporated into the Agreement by reference as Exhibit "D", or as otherwise approved by CITY 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 & INSURANCE**

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.

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 hereto, 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 in any respect, 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**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties 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, executed by 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 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 of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**11. OWNERSHIP OF DOCUMENTS**

All reports and documents prepared by COUNTY 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 Rubin, Executive Director  
Santa Barbara County Office of Arts and Culture  
P.O. Box 2369  
Santa Barbara, CA 93120

To CITY: Nina Johnson, Senior Assistant to the City Administrator  
Community Development Department  
P.O. Box 1990  
Santa Barbara, CA 93102-1990

**13. ASSIGNMENT**

COUNTY shall not assign this Agreement or any part hereto without prior written consent of the CITY.

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

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
DAS WILLIAMS  
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:  
THEODORE A.FALLATI, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
GEORGE CHAPJIAN  
Director, Community Services Dept.

By: \_\_\_\_\_  
Deputy Auditor- Controller

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGEMENT

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Risk Manager

ATTEST:

CITY OF SANTA BARBARA

ATTEST:  
SARAH GORMAN  
CITY CLERK SERVICES MANAGER

APPROVED AS TO CONTENT:  
NINA JOHNSON  
SR. ASSISTANT TO CITY ADMIN.

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

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

APPROVED AS TO FORM:  
ARIEL P. CALONNE  
CITY ATTORNEY

APPROVED AS TO CONTENT:  
PAUL CASEY  
CITY ADMINISTRATOR

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

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

## EXHIBIT A

### ORGANIZATIONAL DEVELOPMENT AND COMMUNITY ARTS RE-GRANTING PROGRAMS

The Organizational Development Re-Granting 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 Re-Granting Program is to provide funds to assist arts organizations to improve organizational capacity and performance, enhance audience reach and increase 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 Re-Granting Program 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 Re-Granting Program is \$150,500 for Fiscal Year 2018-2019.

The Community Arts Re-Granting Program funds community arts groups that provide small-scale projects and programs for underserved communities, children and youth. 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 Re-Granting Program grants is to ensure accessibility to the arts for all members of Santa Barbara's community. All grants are made for projects within the City of Santa Barbara.

The City of Santa Barbara's allocation for the Community Arts Re-Granting Program is \$48,500 for Fiscal Year 2018-2019

#### **FY –2017-2018**

#### **ORGANIZATIONAL DEVELOPMENT GRANTS**

TOTAL REVENUE:	\$150,500
TOTAL EXPENDITURES:	\$150,500

#### **COMMUNITY ARTS GRANTS**

TOTAL REVENUE:	\$ 48,500
TOTAL EXPENDITURES:	\$ 48,500

## **EXHIBIT B**

### **COMMUNITY EVENTS & FESTIVALS RE-GRANTING PROGRAM**

The City of Santa Barbara Community Events & Festivals Re-Granting Program grants funds to local organizations for promotional development. The applicants to this program demonstrate the ability to provide events and festivals which contribute to the cultural vitality and promotion of the City of Santa Barbara. Support is designated for the shoulder season to encourage investment in the city's economy through the arts.

The City of Santa Barbara's allocation to the Community Events & Festivals Re-Granting Program is \$106,100 for Fiscal Year 2018-2019.

#### **FY 2018-2019**

#### **COMMUNITY EVENTS & FESTIVALS**

TOTAL REVENUE:	\$106,100
TOTAL EXPENDITURES:	\$106,100



## EXHIBIT C

### SANTA BARBARA COUNTY OFFICE OF ARTS AND CULTURE PURCHASE OF ADMINISTRATIVE SERVICES AGREEMENT

The Santa Barbara Office of Arts and Culture will provide administrative staff support to the City of Santa Barbara Arts Advisory Committee and the Community Events & Festivals Committee. In addition, the Office of Arts and Culture will also administer city arts grant programs and other city arts projects, including public art exhibitions in the Cultural Arts District, curating the City Hall Gallery space, and overseeing the City Poet Laureate program.

#### FY 2018- 2019

TOTAL REVENUE:	\$151,900
EXPENDITURES:	
SALARIES:	
Executive Director	\$ 60,754.12
Curator	\$ 50,643.26
Grants & Contracts Manager	\$ 40,502.62
TOTAL EXPENDITURES:	\$151,900

## 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. Provide technical assistance for City programs and special projects and Cultural Arts Master planning Initiatives. Provide information to City Council, City Staff, and City organizations including the Downtown Organization and Visit Santa Barbara on arts issues; preparation of applications for grants, including annual support requests to the California Arts Council and other public and private sources as available to help procure local funds for program development and arts education and outreach programs. Assist staff in implementation of public art projects.

TOTAL	\$60,754.12
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### CURATOR

Organize, curate and develop exhibitions for the City Hall Gallery, public art pads, including the State of the Art Gallery, and oversee the City's art collection. Staff any standing or ad hoc Visual Art subcommittee. Develop education and public relations for City-supported arts promotion programs. Coordinate public arts installation and conservation efforts with City staff. Coordinate arts organization programming efforts.

TOTAL	\$50,643.26
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### GRANTS & CONTRACTS MANAGER

Provide management, technical assistance, and administrative staff support to the Community Events & Festivals Committee and the City Arts Advisory Committee, including the Organizational Development and Community Arts grant review panels. Provide contract preparation, administration, invoicing, and fiscal services for the Cultural Arts District programs and special projects.

TOTAL	\$40,502.62
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PURCHASE OF SERVICES	\$151,900
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TOTAL ADMINISTRATION	\$151,900
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**EXHIBIT D**

**SPECIAL PROJECTS BUDGET**

The City of Santa Barbara's allocation is \$18,100 for Special Projects (see breakdown below). These funds are used for the administration and implementation of the development and promotion of the Cultural Arts District and miscellaneous projects, such as arts master plan development, an Arts Symposium, Poet Laureate Program and Honorarium, exhibitions at City Hall Gallery and the State of the Art Gallery exhibitions, including Pianos on State Street. Cultural District funds are matched with the Downtown Organization efforts to produce and market cultural promotions during the budget year.

**FY 2018 - 2019**

**SPECIAL PROJECTS BUDGET**

TOTAL REVENUE	\$18,100
Cultural District Programs	\$ 8,500
Miscellaneous Art Projects, including Administration	\$ 9,600
TOTAL EXPENDITURES	
SPECIAL PROJECT FUNDING	\$18,100