

# SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

## Agenda Number:

**Prepared on:** 4/7/04  
**Department Name:** Parks/Arts Commission  
**Department No.:** 052  
**Agenda Date:** 04/20/04  
**Placement:** Administrative  
**Estimate Time:** .  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Patrick H. Davis, Executive Director  
568-3993

**STAFF CONTACT:** Linda J. Gardy, Departmental Analyst  
568-3990

**SUBJECT:** Arts Commission Lease for the Art Gallery Funk Zone

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## Recommendation:

That the Board of Supervisors execute the attached Real Estate Lease (“Lease”) with the Santa Barbara Beach Properties, a California Limited Partnership, (“Landlord”), and the Santa Barbara County Arts Commission (“Tenant”), for the term April 22, 2004 – May 3, 2004, with hours of operation: 11:00 a.m. to 6:00 p.m., and which contains a provision that the County Arts Commission (County of Santa Barbara) provide liability insurance in the amount of one million dollars (\$1,000,000.), naming the Tenant and Robin L. Rossi as an “additional insureds.”

## Alignment with Board Strategic Plan:

The recommendation is primarily aligned with Goal No. 5. Maintain and Enhance the Quality of Life for All Residents.

## Executive Summary and Discussion:

A portion of the contract for Arts Services between the City of Santa Barbara and the County Arts Commission includes the staging of a public art event each year. In previous years the sculptures on State Street met this requirement. In the current contract year, a public event in the “Funk Zone” – an area near the foot of Stearns Wharf and State Street – has been planned to promote the work of area artists. The Bekins Building (25 E. Mason Street) has been offered to the Arts Commission for installation of artwork to be viewed by the public on the weekends of April 24<sup>th</sup> & 25<sup>th</sup> and May 1<sup>st</sup> & 2<sup>nd</sup> 2004, from 11:00 a.m. - 6:00 p.m. The artists have signed liability waivers for their work. The Arts Commission is requesting that the County provide liability for the general public during the hours of operation on the two weekends.

**Mandates and Service Levels:**

There are no mandates or changes to existing service levels.

**Fiscal and Facilities Impacts:**

There are no fiscal or facilities impacts.

**Special Instructions:** Return one original signed contract to the County Arts Commission. Please call Linda Gardy, 568-3990 for pick-up.

**Concurrence:**

Risk Manager  
County Counsel

## REAL ESTATE LEASE

This Lease Agreement (Lease) is made effective as of April 20, 2004, by and between Santa Barbara Beach Properties, a California Limited Partnership, (Landlord), and the Arts Commission, County of Santa Barbara, (Tenant). The parties agree as follows:

**PREMISES:** Landlord, in consideration of value received, leases to Tenant the Building located at 25 E. Mason Street, Suite 100, Santa Barbara, CA 93101.

**TERM:** The lease term shall be April 22 – May 3, 2004, with Hours of Operation: 10 a.m. to 6 p.m.

**USE OF PREMISES:** tenant may use the Premises for an Art Gallery, associated with the Blur Focus on the Funk Zone Public Art Event.

**LIABILITY INSURANCE:** Tenant shall maintain liability insurance in a total aggregate sum of at least \$1,000,000. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force and name Santa Barbara Beach Properties, 120 El Paseo, Santa Barbara, CA 93101 and Robin L. Rossi, 750 Pismo Street, San Luis Obispo, CA 93401 AS “additional insured”. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

**INDEMNITY REGARDING USE OF PREMISES:** tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant’s use or misuse of the Premises.

**DANGEROUS MATERIALS:** tenant shall not keep or have on the Premises any article or thing of dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**IMPROVEMENTS AND MAINTENANCE:** (a) Tenant shall not make any improvements or alterations to the Premises. (b) Tenant shall maintain throughout the Lease Term, in neat, clean, and good condition and repair, all portions of the Premises, including, without limitation, any portion of the Premises fronting on any common area or the exterior of the Building. (c) Tenant is to notify Landlord promptly of any damage to the Premises resulting from or attributable to the acts or omissions of Tenant and thereafter to promptly repair all such damage.

**ARBITRATION:** Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by non binding arbitration under the rules of the American Arbitration Association

**ASSIGNABILITY/SUBLETTING:** tenant may not assign or sublease any interest in the Premises without the prior written consent of the Landlord.

**ENTIRE AGREEMENT/AMENDMENT:** this Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY:** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER:** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of California.