

SANTA BARBARA CITY AGREEMENT NO 28,420

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 on 9/26/2023 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", administers grant programs, coordinates art exhibitions, facilitates cultural planning and supports the arts & 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 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, 2023 and shall terminate on June 30, 2024 unless sooner terminated as provided herein. City shall have the option to extend the term of this Agreement for an additional one-year term upon the same terms and conditions of the initial term. The City shall notify the County of the City's election to extend the Agreement for an additional one-year term by written notice delivered not less than 30 days prior to the expiration of the

current term of the Agreement.

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;

3. PAYMENT

Subject to the terms and conditions contained herein, CITY agrees to provide to COUNTY four hundred fifty-one thousand, six hundred and forty-five dollars (\$451,345 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 fifty-nine thousand and nine hundred and twenty-five dollars (\$159,925) 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) Eighty-five thousand two hundred and fifty dollars (\$85,250) 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 "A".
- (c) Two hundred and six thousand, one hundred and seventy dollars (\$206,170) for the coordination and administration of CITY Programs designated in Exhibit "A". Payments shall be made each quarter upon submission of invoice by COUNTY for purposes hereto and incorporated into the Agreement by reference as Exhibit "A" as follows:

July 1, 2023 (or following execution of this Agreement)	\$51,542.50
October 1, 2023 (or following execution of this Agreement)	51,542.50
January 1, 2024	51,542.50
April 1, 2024	51,542.50
TOTAL	<u>\$206,170</u>

4. INDEMNIFICATION & HOLD HARMLESS

COUNTY shall defend, indemnify, and hold harmless the CITY from all claims, demands, damages, costs, expenses, judgments, or liability resulting solely from any negligent act or omission of the COUNTY, its officers, employees, or agents arising out of this Agreement. CITY shall defend, indemnify, and hold 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, elected and appointed officials, employees, or agents arising out of 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 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

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:
BETSY SCHAFFER, CPA
AUDITOR-CONTROLLER

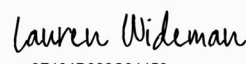
DocuSigned by:

By: _____
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Deputy Auditor- Controller

DocuSigned by:

BY: _____
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GEORGE CHAPJIAN
Director, Community Services Dept.

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:

By: _____
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Deputy County Counsel


APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGEMENT

DocuSigned by:

BY: _____
DC240AC1E64247D...
Risk Manager

ATTEST:

ATTEST:
SARAH GORMAN
CITY CLERK SERVICES MANAGER

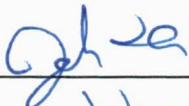
By: 
Niko Lopez, Deputy City Clerk
FOR Sarah Gorman

CITY OF SANTA BARBARA

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

By: 

APPROVED AS TO FORM:
SARAH KNECHT
CITY ATTORNEY

By: 
John Doims
Assistant City Attorney

APPROVED AS TO CONTENT:
REBECCA BJORK
CITY ADMINISTRATOR

By: 

EXHIBIT A

About the Santa Barbara County Office of Arts and Culture

The Office of Arts & Culture represents a remarkable 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.

About the City – County Partnership

In 1987, the City of Santa Barbara and County of Santa Barbara established a shared administrative staffing structure to streamline administration, leverage investments, create cost efficiencies, coordinate efforts, increase public resources and service levels, and maximize impact. This collaboration 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.

Staffing Model

The County and City share three full-time arts employees with diverse educational and professional experience. 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.

Arts Re-Granting Programs

The objective of the Arts Re-Granting Program 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. Applicants are to be representative of a diverse cross-section of arts organizations. The objective for each program is outlined below.

- **Organizational Development** – The focus of this program is to provide funds to assist arts and culture organizations to improve organizational sustainability and performance through enhanced reach and earned income.
- **Community Arts** – This program funds community arts groups and artists 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.

Community Events & Festivals – This program grants funds to local organizations for

promotional and programmatic development. The applicants to this program demonstrate the ability to provide events and festivals which contribute to the cultural vitality, economic development, and promotion of the City of Santa Barbara.

**FISCAL YEAR 2024 COMMUNITY ARTS BUDGET FOR
RE-GRANTING PROGRAMS & ADMINISTRATIVE SERVICES
AGREEMENT**

TOTAL REVENUE:	\$451,345
ORGANIZATIONAL DEVELOPMENT GRANTS	\$120,950
COMMUNITY ARTS GRANTS	\$38,975
COMMUNITY EVENTS & FESTIVAL GRANTS	\$85,250
ADMINISTRATIVE FEE	\$206,170
TOTAL EXPENDITURES:	\$451,345

Scope of Work:

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

- Partner with Economic Development Collaborative, Santa Barbara City College Foundation, Santa Barbara Foundation, Downtown Santa Barbara, WEV, and the Hutton-Parker Foundation to produce the next creative sector economic impact report
- Manage and administer the Organizational Development re-granting program to incubate Santa Barbara-based arts and culture organizations and support sustainable, next-generation business practices
- Send out a monthly newsletter with arts NoFAs, local and regional resources and grant opportunities, and promotion of events and programs
- Maintain a calendar of arts and culture events, and work with the Santa Barbara Independent to communicate, publicize, and amplify arts events and opportunities
- Post social media content promoting arts and culture opportunities supported by the City of Santa Barbara
- Search, apply for, and successfully procure grants to increase financial resources for arts activities and organizations in Santa Barbara, strengthen the arts and culture sector, and promote increased vitality
- Serve as the public arm of public-private arts partnerships and programs in outdoor public spaces and commercial corridors, such as the Sunken Garden Summer Cinema
- Serve as a conduit of information and resources for local arts nonprofits and creative industries

- Develop and support the growth of new and existing programs, projects, events, and festivals, such as the Santa Barbara Culinary Festival, through consultations and professional development opportunities
- Manage and administer the Community Events and Festivals Re-Granting Program to seed new events, festivals, and programs to vitalize and increase traffic to commercial corridors, such as State St., the Funk Zone, and Milpas St.
- Host arts symposia and workshops to share business opportunities for arts and culture organizations and creative workers, or to educate and connect the local creative industry and planners to resources, such as City Trash and Recycling, the Housing Authority, and Aware & Prepare/ LISTOS

Enlivening Public Space Through Public Art, Performance, Events & Festivals

- Produce, install, and raise additional public and private funds for the creation of unique local public art in the State St. corridor, such as *Sunflowers on State*, *Sculpture Garden on State*, and *Tiny Libraries on State*
- Produce, install, and raise additional public and private funds for the creation of unique local public art in the Jardin de las Granadas
- Exhibit public art in locations such as the Storke Placita, the Amtrak Lot, and the Waterfront/ Stearns Wharf
- Co-produce large-scale events, such as Free Sunken Garden Summer Cinema, with an estimated 24,000 attendees annually
- Organize, curate, and develop art and performances and activities throughout Santa Barbara
- Partner with the CAW, Children's Creative Project, and the Santa Barbara Bowl to continue *Pianos on State* programming and fundraising
- Participate in the monthly 1st Thursday Art Walk, featuring local galleries, artists and performances throughout downtown
- Organize, curate, and develop exhibitions for the City Hall Gallery
- Manage, maintain, and install the City's art collections
- Manage and maintain City public art infrastructure, such as the sculpture pads on State St.
- Develop education and public relations for exhibitions and public art installations
- Continue to maintain Herbert Bayer's Chromatic Gate, one of Santa Barbara's most iconic public artworks, and to administer funding support for the conservation
- Work with the Downtown Organization, the Arts District, and the Theater District, to produce and market cultural promotions
- Organize, administer, and facilitate the City of Santa Barbara's Poet Laureate Program, including the bi-annual application and selection process, coordination of Poet Laureate speaking opportunities, and contracting and payment for the Poet Laureate
- Partner with local performing and visual arts organizations, local event planners, and others to offer support and guidance for regular pop-up

activities, events, art installations, and more, to support a vibrant downtown

Creatively Uplifting and Supporting Equitable Access for Santa Barbara's Historically Underserved and Underrepresented Communities

- Manage and administer the Community Arts re-granting programs for local arts organizations to offer arts programs in the City of Santa Barbara, with an emphasis on providing equitable access to arts and culture opportunities for neighborhoods and communities that have been historically marginalized and under-resourced
- Provide information and support for organizations representing historically marginalized cultures to access state and federal funding support
- Ensure that the re-granting programs, public art opportunities, and other opportunities are equitable and aligned with the City of Santa Barbara's Diversity, Equity, and Inclusion values
- Provide full Spanish-language translation for all public-facing arts signage, as well as interpretation, accommodation, and translation support for arts grants and opportunities
- Identify Santa Barbara organizations qualifying for County of Santa Barbara cultural equity funding, and disbursing funds as available
- Partner with the community with disabilities to create bi-directional communication with arts and event spaces and organizers
- Initiate Cultural Asset Mapping to better record and understand locations of significance to Santa Barbara's diverse communities
- Create platforms and facilitate opportunities for underrepresented communities to share arts and culture in public spaces, such as the City Hall Gallery
- Utilizing, in communication with relevant City staff, public art opportunities for public education and awareness regarding City resources or initiatives, including but not limited to programs or resources from: Public Works' Water Resources, Santa Barbara Fire Department Outreach Program, Santa Barbara Public Library, Parks and Recreation, and Planning

Arts Policy Development and Stakeholder Facilitation

- Provide consultation to City departments and staff regarding public art production, implementation, conservation, and policies
- Serve as City public liaison and clerical staff for community inquiries regarding City arts resources, records, historical and current practices, and public policies
- Provide information to Council, City staff, and partners, including the Downtown Organization and Visit Santa Barbara, on arts and culture sector trends, best practices, and opportunities
- Offer ongoing support and technical assistance to City staff for arts

- programs and special projects, and Cultural Arts planning Initiatives
- Document, organize, and host longstanding records, resources and procedures for various City arts programs, projects, structures, and initiatives
- Develop agendas and corresponding reports, evaluations, research, and facilitate guest presenters as staff support for regular meetings of the City Arts Advisory Committee and Community Events and Festivals Committee
- Contract preparation, administration, invoicing, and fiscal services for Cultural Arts District programs and special projects, such as the Poet Laureate program

Administrative Services

a. Grants

- Development of guidelines and applications, including budget templates
- Marketing of funding opportunities
- Technical workshops and consultations for applicants
- Maintenance of accessible grant software for applications, review award process, submission of invoices, record keeping, and final reporting
- Grant review panel facilitation
- Compilation and formatting of all requests and recommendations
- Council Agenda Report preparation and docketing of all requests for funding, as well as Committee recommendations
- Contracting with grant recipients including development of contracts, purchase orders, tax information, and verifying insurance
- Payment disbursement and tracking following remittance of invoices
- Collection of final reports and evaluations

b. Public Art and Gallery Installations

- Identification, through dialogue with City staff, City priorities and potential locations for public art
- Identification of relevant programs, projects, and partners
- Fundraising for additional budget to offset hard production costs
- Convening of Community Stakeholders to gather feedback and input
- Development of Calls for Art and associated guidelines, in partnership with Risk Management, Downtown Parking, and additional departments as needed
- Production of technical workshops and support for applying artists
- Identification and training of review panel
- Development of Artist Contract and Scope of Work, including obtaining required insurance and liability forms
- Presentation of project/s to HLC and/or additional City review commissions
- Contracting and facilitating structural and seismic engineering assessments as needed
- Ensuring materials compliance with health, safety, environmental/regulatory, and accessibility standards
- Disbursement of funds for materials and installation costs

- Communication with Downtown Organization and business neighbors, and coordination regarding installation timing
 - Installation management, contracting and equipment rental, including verification of licensing, obtaining bids, etc.
 - Maintenance and regulation of safety and security hardware
 - Physical condition assessment, ongoing cleaning and graffiti abatement
 - Facilitation of community-facing promotion and dialogue
- c. Cultural Planning and Coordination
- Drafting and docketing of City Arts Resolutions, including Arts & Humanities Month and National Poetry Month
 - Identification of opportunities for funding and collaboration, such as the multi-year cultural planning effort funded by the Santa Barbara Foundation
 - Facilitation of Committee and public ideation regarding relevant needs and trends of the arts and culture sector
 - Active and ongoing facilitation and partnership with representatives from Santa Barbara's communities of color regarding support and representation, and culturally relevant and sensitive communications
 - Review and integration of benchmark municipalities' arts and culture models and policies, participating regional communications and trainings or workshops as needed
- d. Facilitation of City Committees
- Development of agendas, minutes, and any additional resources or documents
 - Notification of public meetings
 - Set up and management of meeting AV and presentations
 - Printing of all meeting materials for Committee members, as well as copies for public participants
 - Coordination of and Communication with Committee members regarding meetings, attendance, agenda inquiries, and support requests
 - Serving as liaison between City Departments and Committees
 - Facilitation of City departments regarding agenda placement requests and presentations
 - Recruitment, swearing-in, and onboarding support as needed
 - Development and presentation of corresponding arts projects, and programs, related information, history, and research
 - Facilitation of ad hoc subcommittees, such as the Poet Laureate selection panel
- e. General Office Support
- Office staffed by three full-time employees
 - Front-facing desk staff for all City arts inquiries from the public
 - Staff are available via phone or email M-F 8:30 am-5:00 pm, and on nights and weekends as needed during night or weekend performances, programs, or art installations

f. Reporting

- Documenting and supplying performance measures
- Collecting final reports from all recipients of City grant funding
- Drafting and docketing of Council Agenda Reports as needed
- Ensuring acknowledgment of City grant funding on grantee materials and promotions
- Preparing and submitting a list of grantees recommended by the City Arts Advisory Committee and Community Events & Festivals Committee to City Council for Approval