

# 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:** 9/22/04  
**Department Name:** Parks  
**Department No.:** 052  
**Agenda Date:** 11/2/2004  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

---

**TO:** Board of Supervisors

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

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

**SUBJECT:** Execution of Contract with the City of Santa Barbara for Staffing and Arts Consortium Projects

---

## **Recommendation(s):**

That the Board of Supervisors execute an agreement with the City of Santa Barbara for the period of July 1, 2004 through June 30, 2005, for implementation of Art in Civic Culture grants program, Community Events and Festivals funding, Operation Development grants and staffing costs in the amount of \$522,770.

## **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:**

This is the twenty first year of contracting with the City of Santa Barbara to provide funding for cooperative programs of the County Arts Commission. The City's contribution continues to leverage State and private funding that provides additional services to residents and visitors. Funding is provided for areas of service and programs as outlined in the contract. Service elements include staff support of City Committees, technical assistance, and training to artists, cultural organizations, and City agencies and for office supplies. Program elements include regranting of funds through the Community Arts Program, Events and Festivals Community Promotions Program, Organizational Development Funds, and the Cultural District Development Funds.

Subject: Contract with City of Santa Barbara for Arts Consortium Projects  
Agenda Date November 2, 2004  
Page 2

**Mandates and Service Levels:**

There are no mandates or changes to existing service levels

**Fiscal and Facilities Impacts:**

Appropriations in the amount of \$522,770 are included in the FY 2004-05 Arts Commission budget. Revenue from the contract will be initially deposited into the Arts Trust Fund (#1001) and transferred to the General Fund, Department #052, Revenue Account 4925, to reimburse actual expenditures.

**Special Instructions:**

Clerk of the Board to send one original to the City Clerk, City of Santa Barbara, and one copy to the County Arts Commission

**Concurrence:**

Auditor-Controller

**SANTA BARBARA CITY AGREEMENT NO \_\_\_\_\_**  
**SANTA BARBARA COUNTY AGREEMENT NO \_\_\_\_\_**

**AGREEMENT**

**THIS AGREEMENT**, made and entered into on October 12, 2004 and between the

**CITY OF SANTA BARBARA**, a  
municipal corporation, herein-  
after 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, the City and COMMISSION mutually agree as follows:

**1. TERM.**

This agreement commences on July 1, 2004 and shall terminate on June 30, 2005 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.

### 3. PAYMENT.

Subject to the terms and conditions contained herein, CITY agrees to provide five hundred and twenty-two thousand, seven hundred and seventy dollars **(\$547,770)** for the services under this agreement. Funds will be deposited into the Arts Commission Trust Fund #1001, Department #052, Account #4925. These funds shall be paid in the following manner:

(a) two hundred nineteen thousand four hundred and seventy-five dollars **(\$219,475)** 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 seventy thousand dollars **(\$195,000)** for the Community Events and Festivals re-granting program upon submission of invoice by COUNTY following the execution of this agreement (Exhibit B).

(c) one hundred thirteen thousand two hundred and ninety-five dollars **(\$113,295)** for the coordination and administration of CITY Arts Programs designated in Exhibits A, B, and D. Quarterly payments will be made in advance of each quarter and shall be paid upon submission of invoice by COUNTY as follows (Exhibit C):

July 1, 2004 (or following this Agreement)	\$28,323.75
October 1, 2004	28,323.75
January 1, 2005	28,323.75
April 1, 2005	<u>28,323.75</u>
TOTAL	\$113,295.00

(d) twenty thousand dollars **(\$20,000)** for special Cultural District projects of the City Arts Advisory Committee following COUNTY invoice upon contracting for projects.

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 2005.

**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: \_\_\_\_\_  
Joseph Centeno  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Patrick H. Davis, Executive Director  
Santa Barbara County Arts Commission

**APPROVED AS TO FORM:**

**APPROVED AS TO ACCOUNTING:**

By: \_\_\_\_\_  
Stephen Shane Stark  
County Counsel

By: \_\_\_\_\_  
Robert W. Geis, CPA  
Auditor-Controller

**ATTEST:**

**CITY OF SANTA BARBARA**

By: \_\_\_\_\_  
Roxanne Fiorillo  
Sr. Deputy City Clerk

By: \_\_\_\_\_  
Paul Casey  
Community Dev. Director

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephen Wiley  
City Attorney