

**FIRST AMENDMENT TO
SANTA BARBARA CITY AGREEMENT NO. 28,831**

THIS FIRST AMENDMENT to Santa Barbara City Agreement No. 28,831 (“Amendment”) is made and entered into as of _____, 2026, by and between the CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as “City,” and COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as “County”. The City and County may hereinafter be referred to as the “Parties.”

RECITALS

WHEREAS, County, through its Office of Arts and Culture, administers grant programs, coordinates art exhibitions, facilitates cultural planning and supports the arts and culture sector throughout the County of Santa Barbara for the benefit of residents and visitors; and

WHEREAS, effective September 9, 2025, the Parties entered into Santa Barbara City Agreement No. 28,831 (“Original Agreement”) to obtain the services of County in operating and supporting such arts programs, and County is willing and able to provide such services; and

WHEREAS, the Parties desire to amend the Original Agreement to expand the Statement of Work by adding certain services such as implementation of the Bloomberg Asphalt Art Initiative project and public art installation and amending the payment terms.

NOW THEREFORE, City and County agree to amend the Original Agreement as follows:

1. Exhibit A to the Original Agreement is hereby replaced in its entirety with *Exhibit A* attached hereto and incorporated herein by reference.
2. Section 3 of the Agreement is hereby amended by replacing Section 3 in its entirety to read as follows:

“3. PAYMENT”

Subject to the terms and conditions contained herein, CITY agrees to pay to COUNTY \$561,986 for the Initial Term for services under this Agreement. Such funds will be deposited into the County Arts Division Fund #1001. Such funds shall be paid by CITY to COUNTY in the following manner:

- (a) **Organizational Development and Community Arts Re-Granting Programs.**
 - (i) Initial Term. \$156,963 for the Organizational Development and the Community Arts Re-Granting Programs, payable upon COUNTY’s submission to CITY of an invoice for same following the execution of

this Agreement, for purposes described in Sections 4(a) and (b) of Exhibit A.

(ii) Extension Term. For the Organizational Development and the Community Arts Re-Granting Programs, payable upon COUNTY’s submission to CITY of an invoice for same following COUNTY’s receipt of the Extension Election Notice, for purposes described in Sections 4(a) and (b) of Exhibit A, an amount to be agreed upon by COUNTY and CITY in accordance with Section 1, above.

(b) **Community Events & Festivals Re-Granting Program.**

(i) Initial Term. \$83,000 for the Community Events & Festivals Re-Granting Program, payable upon COUNTY’s submission to CITY of an invoice for same following the execution of this Agreement, for purposes described in Section 4(c) of Exhibit A.

(ii) Extension Term. For the Organizational Development and the Community Arts Re-Granting Programs, payable upon COUNTY’s submission to CITY of an invoice for same following COUNTY’s receipt of the Extension Election Notice, for purposes described in Sections 4(c) of Exhibit A, an amount to be agreed upon by COUNTY and CITY in accordance with Section 1, above.

(c) **Bloomberg Philanthropies Asphalt Art Initiative.**

\$100,000 for the Bloomberg Philanthropies Asphalt Art Initiative project, shall be payable upon COUNTY’s submission of an invoice for the same following the production and facilitation of largescale asphalt art at the intersection of State St. and Carrillo St., and the State St. corridor, inclusive of all materials, equipment, and installation labor costs, in accordance with the terms set forth by Bloomberg Philanthropies. The Bloomberg Asphalt Art Initiative shall be considered one of the Cultural District public art projects referenced in Section 4(c) of Exhibit A of this Agreement and shall not incur additional administrative fees.

(d) **Administrative Fee.** For COUNTY’s coordination and administration of the CITY Programs described in Exhibit A, CITY shall pay to COUNTY an administrative fee (“Administrative Fee”) each quarter of the Initial Term, upon submission of an invoice by COUNTY for same, as follows:

Initial Term

July 1, 2025 (or upon execution of this Agreement)	\$55,505.75
October 1, 2025	\$55,505.75
January 1, 2026	\$55,505.75
April 1, 2026	\$55,505.75

TOTAL: \$222,023.00

Extension Term: For COUNTY's coordination and administration of the CITY Programs described in Exhibit A, CITY shall pay to COUNTY an Administrative Fee each quarter of the Renewal Term, upon submission of an invoice by COUNTY, in an amount to be agreed upon by COUNTY and CITY in accordance with Exhibit A, Section 5."

3. Effectiveness of Agreement. Except as expressly modified by this First Amendment, all of the provisions of the Original Agreement remain in full force and effect.
4. Authority. Each of the signatories to this First Amendment represents and warrants that such signatory is duly authorized to execute this First Amendment, and that no additional signatures are required to bind such party to its terms and conditions, or to carry out any of such party's duties or obligations hereunder. The Parties each represent and warrant that:
 - a. This Amendment has been duly authorized, executed, and delivered by such party and constitutes the legal, valid, and binding obligation of such party.
 - b. There are no actions, suits, or proceedings pending or, to the knowledge of such party, threatened against or affecting such party, at law or at equity or before any governmental authority that would impair such party's ability to perform its obligations under this Amendment.
 - c. The consummation of the transactions hereby contemplated and the performance of this Amendment will not result in any breach or violation of, or constitute a default under, any other contract or agreement to which County is a party or which is otherwise binding on County. County agrees that it shall provide to the City, upon the City's request, evidence that the execution and delivery of this Amendment has been duly authorized by County.
5. Counterparts. This First Amendment may be executed electronically and in several counterparts, all of which taken together shall be deemed to be originals and shall constitute a single agreement between the Parties.

IN WITNESS THEREOF, the Parties have caused this First Amendment to be executed on the day and year first above written.

CITY OF SANTA BARBARA:

COUNTY OF SANTA BARBARA:

By: _____
KELLY MCADOO
City Administrator

DocuSigned by:
By *Jesus Armas* _____
JESUS ARMAS
Director, Community Services Dept.

APPROVED AS TO FORM:
John S. Doimas, City Attorney

By: _____
Heather A. Minter
Assistant City Attorney

EXHIBIT A

1. About the Santa Barbara County Office of Arts and Culture (“SBCOAC”)

The Office of Arts & Culture represents a 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.

2. About the City – County Partnership

In 1987, following a City arts planning initiative, the City of Santa Barbara and County of Santa Barbara established a shared administrative staffing structure to identify specific arts support personnel, streamline administration, leverage investments, create cost efficiencies, coordinate efforts, increase public resources and service levels, and maximize impact. This collaboration receives additional administrative funding support from the California Arts Council and 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.

3. Staffing Model

The County and City share 3.5 full-time arts employees with diverse educational and professional experience, as well as staff art installers. 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.

4. Arts Re-Granting Programs

The objective of the City’s Cultural Arts Re-Granting Program is to ensure accessibility to the arts for all members of Santa Barbara’s community. All grants are provided 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.

(a) **Organizational Development** – This program supports the growth and resilience of arts and culture organizations by providing funding to build organizational capacity, broaden community engagement, and increase earned income.

(b) **Community Arts** – This program aims to ensure accessibility to the arts for all members of Santa Barbara’s community. This program funds community arts groups and artists that provide small-scale projects and programs for underserved communities and youth.

(c) **Community Events & Festivals** – This grant program provides funding support to local organizations to produce events and festivals which contribute to the economic and cultural vitality of Santa Barbara.

5. Funding

The Santa Barbara County Office of Arts and Culture will provide administrative staff support to the City of Santa Barbara and provide services as outlined in the Scope of Work. The CITY Fiscal Year 2026 Initial Term Administrative Fee budget line item below reflects an increase of 2.5% from the administrative fee for CITY Fiscal Year 2025. Likewise, the Administrative Fee shall be adjusted for the Extension Term as of July 1, 2026, based on the change in the Consumer Price Index, Los Angeles Area (“CPI”), as reported by the Bureau of Labor Statistics, with a maximum allowable increase of 2.5% over the amount of the Administrative Fee for the Initial Term.

**CITY FISCAL YEAR 2026 “INITIAL TERM” ARTS BUDGET
FOR RE-GRANTING PROGRAMS &
ADMINISTRATIVE SERVICES AGREEMENT**

ORGANIZATIONAL DEVELOPMENT GRANTS	\$103,000
COMMUNITY ARTS GRANTS	\$53,963
COMMUNITY EVENTS & FESTIVAL GRANTS	\$83,000
BLOOMBERG ASPHALT ART INITIATIVE	\$100,000
ADMINISTRATIVE FEE	\$222,023
TOTAL:	\$561,986

6. Scope of Work

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

- Continue creative economy support by working with the Economic Development Collaborative and UCSB Economic Forecast Project to generate and present the newest report on the Economic Impact of the Creative Economy in Santa Barbara.
- Administer the Organizational Development re-granting program, supporting sustainable practices for local arts organizations.
- Manage the City’s Community Events and Festivals re-granting program, emphasizing placemaking and traffic in commercial corridors (e.g., State Street, Funk Zone, Milpas).
- Distribute a monthly arts and culture newsletter, including notices of funding availability (NoFAs), local and regional opportunities, and upcoming events.
- Maintain and promote a local Arts & Culture Events Calendar, partnering when possible with local media to amplify local programming.
- Promote local arts via social media, promoting City projects and opportunities.
- Identify and apply for grant funding when possible to support the arts and enhance sector vitality.
- Support public-private partnerships such as the *Sunken Garden Summer Cinema*, connecting arts activity with economic development.
- Serve as a resource hub for local creatives and arts nonprofits through consultations and referrals.

- Support professional development opportunities to help build the skills necessary for artists and arts organizations to succeed.

II. Activating Public Space through the Arts

- Produce and install public art in locations like the State Street Sculpture Pads, Jardin de las Granadas, and Storke Placita (e.g., *Pianos on State, Tiny Libraries*).
- Help procure funding and lead implementation of the Bloomberg Asphalt Art Initiative.
- Seek public and private funding opportunities when possible for art installations and exhibitions in commercial and civic spaces.
- Curate exhibitions in City Hall Gallery and public spaces.
- Co-produce cultural events when possible, including the *Sunken Garden Summer Cinema* (24,000+ attendees).
- Participate in 1st Thursday Art Walks for City and County gallery openings and support downtown activation with community partners.
- Manage the City's art collection, public art sculpture pads, and support the development of public art infrastructure.
- Provide recommendations for future art opportunities and City public art maintenance.
- Use the remaining funds from the Chromatic Gate fundraiser to support and manage conservation work.
- Collaborate with Downtown Organization, Arts District, and Theater District to promote cultural programs.
- Facilitate the City Poet Laureate Program and annual contract, as well as biannual nomination, panel selection, and induction.
- Support pop-up events and artistic activations, partnering with artists, planners, and community organizations.

III. Increasing Equitable Access to Arts and Culture

- Administer the City's Community Arts re-granting program, prioritizing equity and access for underserved communities.
- Ensure Spanish-language access and ADA accommodations in grantmaking, public art, and public-facing materials.
- Provide consultation for organizations from historically marginalized communities to access state/federal resources and funding.
- Partner with disability communities as needed to ensure equitable access and bi-directional communication with arts venues.
- Continue collaborative cultural asset mapping to highlight sites of cultural significance across Santa Barbara.
- Provide platforms for underrepresented voices through exhibitions and partnerships.
- Continue collaboration with the Library, Community Development Department, and other departments to promote civic engagement through the arts.

IV. Delivering Arts Policy, Planning, and Support Services

- Serve as a resource to Council and City departments to support arts planning, public art policy, and cultural trends.
- Provide technical support and staff facilitation for the Arts Advisory and Community Events & Festivals Committees.
- Maintain City arts records, policies, and institutional knowledge.

- Prepare Council Agenda Reports and facilitate presentations to the City Committees and Council as appropriate.
- Administer contracts and financial services related to public art, Poet Laureate, grants, and special projects.
- Serve as public liaison for inquiries related to the City's arts programs, history, and opportunities.

V. Administrative Services, Grantmaking, and Project Management

a. Grant Programs

- Develop guidelines, conduct outreach, host technical workshops, and facilitate Committee grant panels.
- Manage application portals, contracts, and invoice processing.
- Track and collect final reports and ensure grantee acknowledgment of City support.

b. Public Art Projects

- Identify locations, produce artist calls, convene review panels, contract artists, and manage installations as relevant.
- Coordinate engineering, insurance, safety, and accessibility requirements as needed.
- Support promotion, maintenance, and long-term stewardship of artworks.

c. Cultural Planning & Coordination

- Lead efforts such to implement the local cultural planning framework.
- Facilitate dialogue with community arts organizations, historically marginalized organizations, and regional partners.
- Benchmark best practices and integrate model arts processes and policies from peer municipalities and governments.

d. City Committee Facilitation

- Coordinate agendas, AV, meeting notices, minutes, and public communications.
- Facilitate City Arts Advisory Committee and City Community Events and Festivals Committee meetings.
- Onboard members, facilitate subcommittees, and liaise with City staff.

e. General Operations

- Host an office in downtown Santa Barbara and offer public availability from 9 a.m.- 5 p.m. during weekdays
- Work when practical on evenings/weekends for programs and installations.
- Provide accessible support for artists, nonprofits, and community members.

f. Reporting

- Document key performance metrics, program outcomes, and grant reporting.
- Track Council approvals and implement Council direction.
- Ensure alignment with City grant funding acknowledgment requirements.