

**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**, made and entered into on July 19, 2016, by and between the

**CITY OF SANTA BARBARA**, a  
municipal corporation, herein-  
after referred to as "City";

and

**COUNTY OF SANTA BARBARA**  
hereinafter referred to as  
"County",

WITNESSETH:

Whereas, COUNTY through its Community Services Department's Arts Division, hereinafter referred to as "CSD," 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, the Community Events & Festivals Committee, the Visual Art in Public Places Committee, including Cultural District development, 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, 2016 and shall terminate on June 30, 2017 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; *See 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; *See Exhibit B.*
- (c) provide administrative staff support to the City Arts Advisory Committee, the Visual Art in Public Places Committee, the Community Events & Festivals Committee; *See Exhibit C.*
- (d) administer and coordinate the special projects of the City Arts Advisory Committee, including the Cultural Arts District; *See Exhibit D.*
- (e) organize and develop art exhibitions for the City Hall Gallery space;
- (f) develop and manage the temporary art exhibitions for Jardin de las Granadas; and
- (g) maintain the Herbert Bayer Chromatic Gate.

## 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 Commission Trust 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 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, Visual Art in Public Places Committee, and Community Events & Festivals

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

July 1, 2016 (or following this Agreement)	\$ 37,975
October 1, 2016	37,975
January 1, 2017	37,975
April 1, 2017	<u>37,975</u>
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 after providing written notice of the termination.

**4. INDEMNIFICATION & HOLD HARMLESS**

COUNTY shall defend, indemnify, and save 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 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, 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 venturers, 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 many 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 Arts Commission  
P.O. Box 2369  
Santa Barbara, CA 93120

To CITY: Nina Johnson, 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 WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

“COUNTY”  
COUNTY OF SANTA BARBARA:

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

By: \_\_\_\_\_  
Peter Adam  
Chair, Board of Supervisors

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

APPROVED TO AS SERVICE  
GEORGE CHAPJIAN  
COMMUNITY SERVICES DIRECTOR

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

By: \_\_\_\_\_  
George Chapjian

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

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

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

ATTEST:  
SARAH GORMAN  
CITY CLERK SERVICES MANAGER

By: \_\_\_\_\_  
Services Manager

APPROVED AS TO FORM:  
ARIEL P. CALONNE  
CITY ATTORNEY

By: \_\_\_\_\_  
City Attorney

APPROVED AS TO CONTENT:  
PAUL CASEY  
CITY ADMINISTRATOR

By: \_\_\_\_\_  
Nina Johnson,  
Assistant to City Administrator

## **EXHIBIT A**

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

The City of Santa Barbara's Organizational Development Re-Granting Program grants public funding to Santa Barbara city-based 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 increase audiences and 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 2016-2017.

The Community Arts Re-Granting Program funds community arts groups that provide small-scale projects, programs for children and youth, and grants to leverage other funding for arts programs. 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 the 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 2016-2017

#### **FY 2016-2017**

##### **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 organizations within the City of Santa Barbara for promotional development. The applicants to this program have demonstrated the ability to provide events which contribute to the cultural enrichment and promotion of the City of Santa Barbara and are consistent with the City's image. The County shall administer these grants and oversee the development of grant panels comprised of Events and Festivals Committee members.

The City of Santa Barbara's allocation to the Community Events & Festivals Re-Granting Program is \$106,100 for Fiscal Year 2016-2017.

**FY 2016-2017**

**COMMUNITY EVENTS & FESTIVALS**

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



**EXHIBIT C**

**SANTA BARBARA COUNTY COMMUNITY SERVICES COMMISSION  
PURCHASE OF ADMINISTRATIVE SERVICES AGREEMENT**

The Santa Barbara Community Services Department staff will provide administrative staff support to the City of Santa Barbara Arts Advisory Committee, the City Visual Art in Public Places Committee (project review), and the Community Events & Festivals Committee. In addition, the County Arts Commission staff will also administer other programs and projects of the City Arts Advisory Committee, including the Cultural Arts District, and overseeing the City Hall Gallery space, organizing public exhibitions, and the City Poet Laureate program.

**FY 2016-2017**

TOTAL REVENUE: \$151,900

EXPENDITURES:

SALARIES:

Executive Director	\$ 60,754.12
Chief 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. Prepare agendas, budgets and provide technical assistance for City programs and special projects, including Cultural Arts District development and promotion, and arts facility projects. Provide information to City Council, City Staff, and community organizations including the Downtown Organization and Visit Santa Barbara on arts issues, preparation of applications for grants, including private foundation grants, California Arts Council, National Endowment for the Arts, and other public and private sources to secure local matching 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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### **CHIEF CURATOR**

Staff the Art Advisory Committee and subcommittees, coordinate the State Street Public Art Program, and develop education and public relations for City-supported arts promotion programs; coordinate arts projects with City staff; coordinate arts organization programming efforts and provide technical assistance to artists. Organize, curate and develop exhibitions for the City Hall Gallery, State Street Art Pads, Jardin de las Granadas and oversee the City's art collection.

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

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

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**

**CITY ARTS ADVISORY COMMITTEE SPECIAL PROJECTS BUDGET**

The City of Santa Barbara allocates \$18,100 for Special Projects (see breakdown below) to be pursued and implemented by the County Office of Arts and Culture in conjunction with the City’s Visual Arts in Public Places and City Arts Advisory Committee. These funds are used for the administration and implementation of the development and promotion of the Cultural Arts District and miscellaneous projects, such as Annual Arts Symposium, Poet Laureate Honorarium, exhibitions at City Hall Gallery and Jardin de las Granadas. Cultural District funds are matched with the Downtown Organization efforts to produce and market cultural promotions during the budget year.

**FY 2016-2017**

**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