



TO: Mayor and Councilmembers

SUBMITTED BY: JoAnne Plummer, Director of Neighborhood Services

PREPARED BY: Elizabeth Saucedo, City Librarian

SUBJECT: Resolution and Agreement for Donation and Relocation of Artwork to the Santa Ynez Chumash Museum and Cultural Center

RECOMMENDATION:

- A. Approve Resolution No. 26-___, entitled “A Resolution of the City Council of the City of Goleta, California, Authorizing the Permanent Relocation and Donation of Surplus Personal Property”; and
- B. Authorize the City Manager to execute a Donation Agreement Authorizing the Permanent Relocation and Donation of Surplus Personal Property between the City of Goleta and the Chumash Museum and Cultural Education Foundation.

BACKGROUND:

A large piece of stone artwork is mounted on the lobby wall at Goleta Valley Library (Library). Official documents pertaining to the origin of the artwork are not readily available; however, through independent research staff were able to compile a general history of the piece. The artwork is a facsimile of a Chumash rock painting and is dated 1973 by artist Campbell Grant (1909-1992), a respected local Chumash rock art expert, discoverer of local cave sites, and Disney animator. Around the time of the Library’s opening, the Friends of the Goleta Valley Library hosted an art lecture series with Mr. Grant in the newly opened Community Room. Assessments suggest that the art was likely constructed directly onto the wall, though it was not included in the original building plans.

DISCUSSION:

Construction is expected to begin in early 2026 for the Goleta Valley Library Building, Safety, and Americans with Disabilities Act Improvement Project. Due to space limitations and structural constraints within the Library facility, the artwork is recommended for removal from the site prior to the interior design renovations. In Fall 2025, staff contacted the Museum Director of the Santa Ynez Chumash Museum and Cultural Center (Museum) to discuss the possibility of removing and relocating the artwork to the

Museum. The Museum and the Library share mutual interest in this relocation following thorough discussion and onsite assessments of the piece. The public benefit of this relocation is to further the education and awareness of Chumash artwork, symbolism, and heritage within an organization whose mission is to tell the story of the Chumash culture. Public beneficiaries will include community members within Santa Barbara County Library Zone 4, as the Museum is located within close proximity to the Santa Ynez Valley Library locations.

The attached Resolution and Donation Agreement would finalize this donation to the Chumash Museum and Cultural Education Foundation, the Museum's 501(c)(3) entity and the appropriate legal entity for the transfer of title and stewardship (Attachment 1).

GOLETA STRATEGIC PLAN:

City-Wide Initiative: 2. Support Community Vitality and Enhanced Recreational Opportunities

FISCAL IMPACTS:

This action does not require a budget appropriation. However, it involves the disposition of a City-owned artwork with an estimated market value in excess of \$5,000, which will be permanently donated to the Chumash Museum and Cultural Education Foundation. All costs associated with the removal, transportation, installation, insurance, and long-term maintenance of the artwork will be borne by the Foundation pursuant to the Donation Agreement.

The artwork is not recorded as a capital asset on the City's financial statements, therefore, no reduction of reported assets will occur as a result of this donation.

City staff time associated with historical research, coordination, legal review, and oversight of the artwork's removal has been absorbed within existing departmental resources.

Approval of this item avoids future costs that the City would otherwise incur related to protection, storage, reinstallation, maintenance, and liability associated with the artwork during and after the Library renovation project.

ALTERNATIVES:

Council may decline authorization of the Resolution and Donation Agreement with the Museum. This would require funding and labor to be identified for the artwork to be protected in place during the construction process and removed at a future time. An alternate relocation destination would need to be researched and identified.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Resolution No. 26-__ entitled "A Resolution of the City Council of the City of Goleta, California, Authorizing the Permanent Relocation and Donation of Surplus Personal Property"

Exhibit A - Donation Agreement Authorizing the Permanent Relocation and Donation of Surplus Personal Property

ATTACHMENT 1

Resolution No. 26-__ entitled "A Resolution of the City Council of the City of Goleta, California, Authorizing the Permanent Relocation and Donation of Surplus Personal Property"

RESOLUTION NO. 26-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GOLETA, CALIFORNIA, AUTHORIZING THE PERMANENT
RELOCATION AND DONATION OF SURPLUS PERSONAL
PROPERTY**

WHEREAS, the City owns a certain work of art (“Artwork”), a facsimile of a Chumash rock painting dated 1973 by artist Campbell Grant—the Artwork is more particularly described and depicted in Exhibit “A”, attached and incorporated herein;

WHEREAS, the Artwork is currently installed at the Goleta Valley Library, located at 500 N Fairview Ave, Goleta, CA 93117 (“Library”);

WHEREAS, the Library is undergoing certain renovations and the Artwork must be relocated to accommodate the ongoing construction;

WHEREAS, the City does not have available personnel to remove the Artwork nor storage space for the Artwork;

WHEREAS, following the renovations, it will not be reasonably feasible to reinstall the Artwork at the Library;

WHEREAS, the Chumash Museum and Cultural Education Foundation (“Foundation”) operates the Santa Ynez Chumash Museum and Cultural Center, located at 3500 Numancia St, Santa Ynez, CA 93460 (“Museum”), and has expressed interest in relocating, maintaining, and publicly exhibiting the Artwork;

WHEREAS, Government Code section 37350 authorizes the City to “purchase, lease, receive, hold, and enjoy real and personal property, and control and dispose of it for the common benefit”;

WHEREAS, Section 3.09.030 of the Goleta Municipal Code further authorizes the City Council to donate surplus personal property with an estimated market value of greater than \$5,000.00 if the City Council finds that such donation serves a public purpose and/or benefit;

WHEREAS, the City believes that it is in the best interest of its residents to donate the artwork to the Foundation so that the Artwork can be maintained by the Foundation and remain accessible to the public during the Museum’s hours of operation;

WHEREAS, the Artwork has significant local and cultural historical value;

WHEREAS, the City estimates that the Artwork has a market value of greater than \$5,000.00;

WHEREAS, the City Council now wishes to authorize the donation of the Artwork to the Foundation and set forth the terms of its permanent relocation, pursuant to the terms of the Donation Agreement Authorizing the Permanent Relocation and Donation of Surplus Personal Property (“Agreement”), attached hereto as Exhibit “A” and incorporated herein;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. Findings. The City Council hereby finds that the donation of the Artwork to the Foundation serves a public purpose and benefit because it is no longer reasonably feasible for the City to display the Artwork at the Library. By donating the Artwork to the Foundation, the public will still be able to enjoy the Artwork since it will be displayed at the Museum. Moreover, the Foundation will be responsible for the Artwork’s maintenance and upkeep, ensuring that it is preserved for future generations.

SECTION 3. Approval Of Agreement. The City Council hereby approves the Agreement with the Foundation in substantially the form attached hereto as **Exhibit “A”** and incorporated herein.

SECTION 4. City Manager Authorization. The City Manager is hereby authorized to execute the Agreement on behalf of the City Council, and sign all other documents necessary to implement and administer the City’s duties and obligations under the Agreement.

SECTION 5. Effective Date. This Resolution shall be effective immediately upon adoption.

SECTION 6. Certification. The City Clerk shall certify the passage and adoption of this resolution and entre it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 20th of January 2026.

PAULA PEROTTE
MAYOR

ATTEST:

APPROVED AS TO FORM:

DEBORAH S. LOPEZ
CITY CLERK

ISAAC ROSEN
CITY ATTORNEY

STATE OF CALIFORNIA)

COUNTY OF SANTA BARBARA) ss.
CITY OF GOLETA)

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO
HEREBY CERTIFY that the foregoing Resolution No. 26-__ was duly
adopted by the City Council of the City of Goleta at a regular meeting held
on the 20th day of January, 2026 by the following roll-call vote of the City
Council:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

(SEAL)

DEBORAH S. LOPEZ
CITY CLERK

Exhibit "A"

**DONATION AGREEMENT AUTHORIZING THE PERMANENT RELOCATION
AND DONATION OF SURPLUS PERSONAL PROPERTY**

[Attachment begins on following page]

**DONATION AGREEMENT AUTHORIZING
THE PERMANENT RELOCATION AND DONATION
OF SURPLUS PERSONAL PROPERTY**

This Donation Agreement Authorizing the Permanent Relocation and Donation of Surplus Personal Property (the “Agreement”) is made and entered into as of January 20, 2026 (the “Effective Date”) by and between the **CITY OF GOLETA**, a California municipal corporation (the “City”), the **CHUMASH MUSEUM AND CULTURAL EDUCATION FOUNDATION**, a 501(c)(3) organization (the “Foundation”), (individually, a “Party” and, collectively, the “Parties”).

WHEREAS, the City owns a certain work of art (“Artwork”), as depicted in **Exhibit “A”** attached hereto and incorporated herein;

WHEREAS, the Artwork is currently installed at the Goleta Valley Library, located at 500 N Fairview Ave, Goleta, CA 93117 (“Library”);

WHEREAS, the Library is undergoing certain renovations and the Artwork must be relocated to accommodate the ongoing construction;

WHEREAS, following the renovations, it will not be reasonably feasible to reinstall the Artwork at the Library;

WHEREAS, the Foundation operates the Santa Ynez Chumash Museum and Cultural Center, located at 3500 Numancia St, Santa Ynez, CA 93460 (“Museum”), and has expressed interest in relocating, maintaining, and publicly exhibiting the Artwork;

WHEREAS, Government Code section 37350 authorizes the City to “purchase, lease, receive, hold, and enjoy real and personal property, and control and dispose of it for the common benefit”;

WHEREAS, Section 3.09.030 of the Goleta Municipal Code further authorizes the City Council to donate surplus personal property with an estimated market value of greater than \$5,000.00 if the City Council finds that such donation serves a public purpose and/or benefit;

WHEREAS, the City believes that it is in the best interest of its residents to donate the artwork to the Foundation so that the Artwork can be maintained by the Foundation and remain accessible to the public during the Museum’s hours of operation;

WHEREAS, the Artwork has significant local and cultural historical value;

WHEREAS, the City estimates that the Artwork has a market value of greater than \$5,000.00;

WHEREAS, the City now wishes to donate the Artwork to the Foundation authorizing it to permanently relocate the Artwork to the Museum, install the Artwork in a manner that can be accessed and enjoyed by the general public, and perform any and all necessary maintenance and upkeep to ensure that the Artwork remains in good condition;

NOW, THEREFORE, the Parties agree as follows:

1. DONATION OF ARTWORK

- 1.1 The City grants ownership of the Artwork to the Foundation and, in consideration of the donation to the Foundation, the Foundation accepts the grant of the Artwork, and interest therein, upon the terms and conditions set forth in this Agreement. While no money shall change hands between the Parties, the City receives the benefits of a donation to the Foundation, as well as transferring the obligations associated with the Artwork to the Foundation, and the Foundation accepts such obligations in exchange for the Property.
- 1.2 By its entry into this Agreement, the City has determined that the donation of the Artwork as set forth in this Agreement is in the best interest of its residents. The City has determined that donating the Artwork to the Foundation will provide a significant public benefit and purpose since the Artwork will continue to be publicly displayed while being maintained and preserved as needed.

2. REMOVAL, TRANSPORTATION, AND INSTALLATION

- 2.1 The Foundation, at its sole cost and expense, shall provide all necessary equipment and labor for the removal of the Artwork from the Library, the transportation of the Artwork from the Library to the Museum, and the installation of the Artwork at the Museum.
- 2.2 The Foundation shall accept ownership of the Artwork upon commencing the removal of the Artwork from the Library.
- 2.3 The Foundation shall remove the Artwork from the Library by no later than January 30, 2026
- 2.4 Reasonable wear and tear to the Library during the Foundation's removal of the Artwork is acceptable. Should the cost to repair the damage to the Library caused by the Foundation's removal of the Artwork exceed a total of One Thousand Dollars (\$1,000.00), the Foundation shall reimburse the City for such costs.
- 2.5 The Foundation shall consult the City regarding its procedure and method for the removal of the Artwork from the Library, the transportation of the Artwork from the Library to the Museum, and the installation of the Artwork at the Museum. The Foundation shall take any and all reasonable steps to minimize the risk of damage to the Artwork and the Library. The City reserves the right to approve the Foundation's chosen procedure and method for removing the Artwork from the Library and to be present during the removal of the Artwork from the Library.
- 2.6 The Foundation shall install, display, and maintain the Artwork at a site in the Museum that is accessible to the public for viewing during the Museum's hours of operation.

- 2.7 The Foundation, at its sole cost and expense, shall repair any damage to the Artwork caused by the removal of the Artwork from the Library, the transportation of the Artwork from the Library to the Museum, or the installation of the Artwork at the Museum.

3. MAINTENANCE AND REPAIRS

- 3.1 The Foundation, at its sole cost and expense, shall maintain and repair the Artwork as necessary.
- 3.2 The Foundation shall ensure that the site in the Museum that the Artwork is installed at is free from any hazards that may damage, or increase the wear on, the Artwork.
- 3.3 In the event the Artwork is damaged or defaced or otherwise experiences extraordinary wear and tear, whether due to vandalism, force majeure, exposure to the elements, or otherwise, the Foundation, at its sole cost and expense, shall take all necessary steps to repair the Artwork within a reasonable time.

4. RELOCATION UPON TERMINATION

- 4.1 The Foundation acknowledges and agrees that the City makes no representations or warranties, express or implied, regarding the condition of the Artwork.
- 4.2 The Foundation accepts the artwork in its “as-is” condition, with all faults, defects (whether patent or latent), and conditions, known or unknown. The Foundation acknowledges that it has had the opportunity to inspect the Artwork, conduct due diligence, and investigate all matters regarding the condition of the Artwork.

5. RISK OF LOSS AND INSURANCE

- 5.1 Once the Foundation takes possession of the Artwork, the risk of loss for the Artwork shall pass to the Foundation. The Foundation shall own outright the Artwork and shall be solely responsible for its upkeep, maintenance, insurance, storage, operation, and repairs. Upon acceptance of the Artwork, the City shall no longer be responsible for any costs associated with the Artwork.
- 5.2 The Foundation, at its sole cost and expense, may obtain and maintain insurance coverage pertaining to the Artwork. The City will not provide, or be required to provide, any reimbursement or other payment to the Foundation for procuring this insurance coverage.

6. HOLD HARMLESS AND INDEMNITY PROVISION

- 6.1 The Foundation hereby waives, releases, and discharges any and all claims for damages for personal injury, death, property damage, and claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the Artwork and the Foundation’s performance of this Agreement.

6.2 The Foundation shall indemnify, defend and hold the City, its officers, directors, agents, employees, volunteers and any other person acting for or on behalf of the City (collectively, the “Indemnified Parties”) harmless from and against any and all costs, claims, losses, damages, causes of action and liability which may arise by reason of any occurrence attributable to or arising out of the Foundation, its officers, employees, agents, and contractors’ exercise of or failure of performance pursuant to this Agreement or the actions performed hereunder; including without limitation, any claim or cause of action for injury to or death of any person or damage to any property arising out of any such occurrence. The City has no liability or responsibility for any cost, claim, loss, damage, action or liability arising from actions performed under this Agreement except to the extent that such cost, claim, loss, damage, action or liability was caused by the sole negligence or willful misconduct of any of the Indemnified Parties. The City shall have no liability to the Foundation arising from, or in any way related to, occurrences within the scope of the above indemnity set forth in this indemnity provision, except to the extent caused by the sole negligence or willful misconduct of an Indemnified Party. This indemnity provision shall survive the termination of this Agreement.

7. NOTICE

7.1 Unless otherwise provided herein, all notices required hereunder shall be given by United States registered or certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the Party at the addresses below:

If to City: City Manager
 City of Goleta
 130 Cremona Drive
 Goleta, CA 93117

If to Foundation: Director
 Chumash Museum And Cultural Education Foundation
 3500 Numancia St.
 Santa Ynez, CA 93460

8. MISCELLANEOUS

8.1 This Agreement shall be governed by and interpreted in accordance with California law. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Santa Barbara County, California.

8.2 Should any legal action be initiated by a Party for breach of this Agreement, or to enforce any provision of this Agreement, each party shall be responsible for their own attorney’s fees, and court costs.

8.3 This Agreement may be executed in one of more counterparts, which shall together constitute one and the same Agreement.

- 8.4 This Agreement constitutes the entire understanding and agreement of the Parties relating to the Artwork and the rights and obligations of the Parties arising in relation to the removal of the Artwork from the Library, the transportation of the Artwork from the Library to the Museum, the installation of the Artwork at the Museum, and the maintenance of the Artwork.
- 8.5 This Agreement supersedes any prior written or oral communication between the Parties relating to the Artwork.
- 8.6 This Agreement may be amended, in writing, and signed by the Parties.

IN WITNESS WHEREOF, the Parties have duly signed this Agreement as of the Effective Date.

CITY OF GOLETA

**CHUMASH MUSEUM AND
CULTURAL EDUCATION
FOUNDATION**

Robert Nisbet, City Manager

James Bier, Museum Director

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:

Scott Shapses

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Scott Shapses, Deputy City Attorney

EXHIBIT A
DEPICTION OF ARTWORK

