

**COMMUNITY PARTNERSHIP AGREEMENT  
BETWEEN THE CITY OF SAN LUIS OBISPO AND  
THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY**

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This **COMMUNITY PARTNERSHIP AGREEMENT**, hereinafter referred to as the Agreement, is made and entered into in the City of San Luis Obispo on \_\_\_\_\_ by and between the CITY OF SAN LUIS OBISPO, a municipal corporation (hereinafter referred to as "CITY"), and LAND CONSERVANCY OF SAN LUIS OBISPO, a California non-profit organization (hereinafter referred to as "LCSLO"). The CITY and LCSLO are individually referred to as a "party" or collectively as the "parties".

**WITNESSETH:**

**WHEREAS**, the CITY and LCSLO have a long-standing public / private partnership stretching over thirty years where the two entities have engaged in mutually beneficial community projects including conservation planning efforts, land conservation projects, land and stream restoration projects; an historic preservation project; public engagement and education; and, community awareness and fundraising for one another's projects; and

**WHEREAS**, select examples of such projects include the *Saving Special Places* conservation plans; acquisition and / or conservation easements at Maino Open Space, Stenner Springs Natural Reserve, Bowden Ranch Open Space, Froom Ranch Open Space, and, most recently, Dixon Ranch; wetland and floodplain enhancement at Filipponi Ecological Reserve, numerous fish passage improvement projects along Prefumo Creek, Stenner Creek, and San Luis Obispo Creek; ongoing invasive species treatment work and participation and support for the Octagon Barn Center and Bob Jones Pathway, among many other endeavors between CITY and LCSLO; and

**WHEREAS**, CITY's 2025-27 Financial Plan feature a Major City Goal work plan for Open Space, Climate Action, and Resilience, including section 4 "Protect, sustain and advance open space and natural and historic resources" with sub-section 4. being most pertinent "Pursue priority land conservation opportunities to expand the Greenbelt, identify funding opportunities and resources, and engage with priority landowners on an annual basis"; and

**WHEREAS**, LCSLO has set forth a request for CITY to participate in funding a currently active conservation easement project, and CITY has solicited a proposal from LCSLO for its services in providing invasives species treatments within CITY open space property; and

**WHEREAS**, the CITY desires to maintain a mutually beneficial relationship between the CITY and LCSLO to advance open space protection and land stewardship goals; and

**WHEREAS**, the CITY has determined that partnerships with community organizations to provide shared services to the community are of great benefit and LCSLO has expressed a willingness to continue these shared services, in partnership and in cooperation with CITY; and

**WHEREAS**, LCSLO is a 501(c)3 non-profit organization and is uniquely qualified to provide the services contemplated under this Agreement due to its more than 40 years of experience delivering conservation planning and land protection projects, as well as its extensive experience, credentials, and professional licenses related to land restoration and invasive species treatment projects within the San Luis Obispo Greenbelt.

**NOW THEREFORE**, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **TERM.** The duration of this Agreement shall be for a period of approximately three (3) years, commencing on **April 21, 2026** and continuing to **June 30, 2029** (the “Term”), which may be extended upon the mutual written agreement of the parties.
2. **FINANCIAL MANAGEMENT.** Initially, the CITY and LCSLO intend to engage in certain projects relating to land protection and land restoration and invasive species treatment and in connection therewith the parties intend to implement those projects in accordance with the financial terms outlined in Section 2.1, below.

**2.1 PAYMENT TO LCSLO.** The CITY shall provide funding to LCSLO for certain known project efforts, described below:

- A. CITY will provide matching grant funds in the amount of \$65,000 for LCSLO’s Righetti-Fiscalini Ranch project. CITY and LCSLO shall enter into a separate grant agreement (the “Righetti-Fiscalini Grant Agreement”), which shall provide that the CITY’s funds will be delivered directly to an account established for the transaction upon notification from LCSLO. The terms of the Righetti-Fiscalini Grant Agreement shall be subject to the mutual written approval by the CITY and LCSLO.
  - B. CITY has requested LCSLO’s services for invasive species treatment work at various CITY open space properties. CITY shall issue a Purchase Order (the “City Purchase Order”) in the amount of \$43,155 pursuant to LCSLO’s proposal and scope of work, which shall be incorporated into the City Purchase Order. CITY shall remit payment to LCSLO on a reimbursable basis upon receipt of periodic invoices from LCSLO in accordance with the City Purchase Order. The City Purchase Order shall be subject to the mutual written approval by the CITY and LCSLO.
3. **ROLES AND RESPONSIBILITIES.** The CITY’s Sustainability & Natural Resources Official may authorize minor modifications from time to time within the scope of their financial and/or operational authority, to the Roles and Responsibilities as they may deem necessary or appropriate to the partnership between the CITY and LCSLO. Any material amendment or modifications to the Roles and Responsibilities shall be upon mutual written consent of both parties, in accordance with paragraph 6, below.

**A. SCOPE OF SERVICES**

- i. Both parties agree to collaborate on the land conservation and land restoration projects identified at paragraph 2.1, above.
- ii. Both parties will consider prospective additional project opportunities as they arise during the Term of this Agreement. Any additional project opportunities that CITY and LCSLO elect to pursue together under this Agreement shall be subject to available funding and staff resources of each of the parties and would be facilitated and administered through an appropriate contractual agreement or purchasing method. Through this Agreement, it is CITY’s express intent to identify LCSLO as a preferred partner and vendor for project activities as described herein.
- iii. CITY and LCSLO staff will meet and coordinate project administration and implementation on an as-needed basis.

## **B. CITY OBLIGATIONS**

- i. CITY will be available for monthly reoccurring meetings, or as needed, with LCSLO during the Term.
- ii. CITY shall remit approved payments to LCSLO as outlined and in accordance with the Righetti-Fiscalini Grant Agreement and City Purchase Order described above.
- iii. CITY shall provide administrative support for grant management and reporting.
- iv. CITY shall coordinate timing and access to CITY's open space properties where invasive species treatments will occur.
- v. CITY will coordinate with LCSLO on any press releases, media, or public communications related to the Scope of Services.

## **C. LCSLO OBLIGATIONS**

- i. LCSLO will be available for monthly reoccurring meetings, or as needed, with CITY during the Term.
- ii. LCSLO will dutifully carry out the Scope of Services.
- iii. LCSLO shall submit requests for payment or periodic invoices to CITY as outlined and in accordance with the Righetti-Fiscalini Grant Agreement and City Purchase Order described above.
- iv. LCSLO shall provide CITY with a copy of the recorded Deed of Conservation Easement upon completion of the Righetti-Fiscalini project and carry out the perpetual duties of monitoring and enforcement of the Righetti-Fiscalini conservation easement interest.
- v. LCSLO shall provide notification of timing and access to CITY's open space properties where invasive species treatments will occur.
- vi. LCSLO shall at all times maintain its 501(c)3 non-profit status

**4. COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

**5. AGREEMENT TERMINATION.** Either party may terminate the Agreement for convenience provided that 30 days written notice is given. The Agreement may be terminated by either party for cause, provided that written notice has been given in the manner specified herein stating the reasons for the intended termination and providing the other party at least 10 days to cure any alleged breach. If the party receiving notice fails or refuses to cure the alleged breach within 10 days, or to make substantial progress toward cure to the satisfaction of the party demanding cure, this Agreement may be terminated 10 days after receipt of the notice as specified herein.

**6. AGREEMENT AMENDMENTS.** Except as otherwise stated in Section 3 of this Agreement, any amendment, modification or variation from the terms of this Agreement shall be presented in writing by CITY and / or LCSLO and shall be effective only upon final written approval by an authorized representative of each of the parties.

## **7. INSURANCE AND LIABILITY**

- A. Each party to this Agreement shall make the other party, its officers, agents, employees and volunteers as separately additionally insured through a CG 20 26 or equivalent, blanket endorsement or section of the policy no later than October 1 of

each year. Each party agrees to provide commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00-01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

- B. Each party agrees to provide a minimum liability and property damage insurance coverage of one million dollars (\$1,000,000).
- C. Each party shall maintain worker's compensation insurance at a level that is consistent with state law requirements.

#### **8. HOLD HARMLESS AND INDEMNIFICATION**

- A. CITY agrees to defend, indemnify, protect and hold LCSLO and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LCSLO's employees, agents, officers or volunteers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the CITY, and its agents, officers, employees or volunteers, in performing its responsibilities hereunder, and all expenses of investigating and defending against same; provided, however, that the CITY duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of LCSLO, its agents, officers, employees or volunteers.
- B. LCSLO agrees to defend, indemnify, protect and hold the CITY and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the CITY employees, agents, officers or volunteers, which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of LCSLO, and its agents, officers, employees or volunteers, in performing its responsibilities hereunder, and all expenses of investigating and defending against same; provided, however, that LCSLO's duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers

- 9. NOTICE.** All written notices to the parties hereto shall be sent by USPS Mail, postage prepaid by registered or certified mail addressed as follows:

CITY:           City Manager  
                  City of San Luis Obispo  
                  990 Palm St.  
                  San Luis Obispo, CA 93401

LCSLO:          Executive Director  
                  Land Conservancy of San Luis Obispo County  
                  1137 Pacific Street, Suite A  
                  San Luis Obispo, CA 93401

Notices given pursuant to this section shall be deemed effective five (5) calendar days after deposit with USPS Mail. Either party may change its address for notices from time to time by giving written notice of such change in accordance with this section.

**11. AUTHORITY TO EXECUTE AGREEMENT.** Both CITY and LCSLO do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for their party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

CITY OF SAN LUIS OBISPO:

\_\_\_\_\_  
Teresa Purrington  
City Clerk

\_\_\_\_\_  
Erica Stewart  
Mayor

APPROVED AS TO FORM:

LAND CONSERVANCY SAN LUIS OBISPO  
COUNTY:

\_\_\_\_\_  
J. Christine Dietrick  
City Attorney

\_\_\_\_\_  
Kaila Adriane Dettman Hooker  
Executive Director