

**COMMUNITY PARTNERSHIP AGREEMENT BETWEEN THE CITY OF SAN
LUIS OBISPO AND THE SAN LUIS OBISPO MUSEUM OF ART**

This COMMUNITY PARTNERSHIP AGREEMENT, hereinafter referred to as the Agreement, is made and entered into in the City of San Luis Obispo on 7/26/2021 | 12:52 PM PDT by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as CITY, and THE SAN LUIS OBISPO MUSEUM OF ART, a California non-profit organization, hereinafter referred to as SLOMA.

WITNESSETH:

WHEREAS, the CITY and SLOMA desire to continue to encourage public art that respects our past and embraces the future in a collaborative fashion; and

WHEREAS, the CITY desires to maintain a mutually beneficial relationship between the CITY and SLOMA as a way to continue to enhance the sense of place and community for residents through the proliferation of public art and education thereof; and

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

WHEREAS, SLOMA is uniquely qualified to provide the services contemplated under this Agreement due to its intimate knowledge of art, unique connection to the arts community, and its long experience producing and providing cultural art exhibits for the benefit of the community.

WHEREAS, SLOMA currently leases certain premises from the City located at 1010 Broad Street, which constitutes a portion of certain real property owned by the City within City limits, commonly known as Mission Plaza and identified as San Luis Obispo County Assessor Parcel No. 002-423-006, as per Lease Agreement No. 1 and the 2010 Lease Agreement incorporated therein. In furtherance of CITY and SLOMA's common goals and objectives for public art and education, as described herein, CITY also desires to allow for shared use by SLOMA of the lawn area located immediately to the northeast of SLOMA's existing leased Premises as shown on Exhibit A attached to this Agreement.

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

- 1. TERM.** The term of this Agreement shall be for two (2) years from **July 21, 2021 to July 21, 2023**.
- 2. FINANCIAL MANAGEMENT.** The CITY and SLOMA agree to a series of terms as outlined below to share in the financial costs associated with public art.

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2.1 PAYMENT TO SLOMA FOR PUBLIC ART SERVICES. The CITY shall compensate SLOMA \$60,000 annually, for a total of \$120,000, during this the two-year term of this Agreement.

- A. SLOMA shall invoice the CITY once per year of this Agreement for these costs by no later than August 1 each year of this Agreement.
- B. The CITY shall remit payment to SLOMA within thirty (30) days from the date of receipt by CITY of an invoice from SLOMA.

3. PUBLIC ART ROLES AND RESPONSIBILITIES. The City of San Luis Obispo Parks and Recreation Director may authorize periodic modifications, within the scope of his/her financial and/or operational authority, to the Roles and Responsibilities as he/she may deem necessary or appropriate to the partnership between the CITY and SLOMA. Any amendment or modifications to the Roles and Responsibilities shall be in writing and may only be made with the mutual consent of both parties.

A. SCOPE OF SERVICES

- i. Both parties agree to collaborate on the public art program projects as outlined in the obligations set forth below.
- ii. The CITY Public Art Manager and SLOMA staff will meet monthly during the two (2) year term of this Agreement to review the specific public art projects outlined in SLOMA obligations, including marketing and promotion efforts.

B. CITY OBLIGATIONS

- i. The CITY will provide access and training to SLOMA relative to the City's Public Art Policies and Procedures Manual.
- ii. The CITY Public Art Manager will continue to manage the Utility Box Art Program.
- iii. The CITY Public Art Manager will continue to address maintenance needs of the public art program for the current collection of artwork.
- iv. The CITY Public Art Manager will continue to manage the private development public art program.
- v. The CITY Public Art Manager will set monthly reoccurring meetings with SLOMA Staff during the two (2) year term.
- vi. In accordance with paragraph 2 of this Agreement, the CITY shall remit annual payments to SLOMA during the two (2) year term of this Agreement.
- vii. The CITY will work with SLOMA on payment to selected Artists upon satisfactory completion of work and receipt of a request for payment; through the Public Art Fund.
- viii. The City will continue to hold and manage the Public Art Fund in its sole discretion.

C. SLOMA OBLIGATIONS

- i. SLOMA will provide all coordination of public art for the CITY during the two-year term of this Agreement. Projects projects shall include:
 - a) Downtown Public Art Installations: This project focuses on public art installations in the downtown and creative placemaking public art, including murals and temporary public art installations;
 - b) Roundabout Public Art Installations: This project is to initiate planning for installation of public art within current or planned City roundabouts.
 - c) “Anholm Neighborhood Greenway” Project: This project is to focus on the Chorro Street underpass and concept plans for the greenway. The final project and branding will be changing as part of the final design.
- ii. SLOMA public art project coordination process shall include the following:
 - a) Coordinate and facilitate solicitation of the Request for Proposals / Call for Artists for each project.
 - b) Appoint art jury for each project; coordinate and facilitate jury process.
 - c) Serve as Public Art project liaison between selected Artists and CITY.
 - d) Final coordination of project approvals through CITY Advisory Bodies and CITY COUNCIL, as may be required.
 - e) Secure planning/building permits, as may be required, and works with artist to fabricate artwork.
 - f) Coordinate with CITY payment schedule to selected Artist.
 - g) Install approved artwork.
- iii. SLOMA will provide project updates each month during CITY and SLOMA monthly meetings.

- 4. SHARED USE OF ADJACENT CITY PREMISES.** In furtherance of CITY and SLOMA’s common goals and objectives for public art and education, as described above, CITY also desires to allow SLOMA shared use of the lawn area located immediately to the northeast of SLOMA’s existing leased Premises as shown on Exhibit A which is attached hereto and is incorporated herein by reference (the “Shared Use Area”). During the term of this Agreement, SLOMA shall be permitted to install public art exhibits such as sculpture or other art mediums appropriate for an outdoor environment, as well as conduct outdoor educational activities, on the Shared Use Area at such times and on such conditions as approved by the CITY. Any such outdoor public art exhibits shall be subject to the Public Art Policies and Procedures Manual, including the applicable obligations described in paragraph 3(C)(ii), above, including conducting the public art jury process and ensuring all planning and building permits are in place as may be required. Any educational activities or events shall be subject to the standard terms and conditions that would otherwise be applicable with a

temporary special events permit issued by City's Parks and Recreation Department. CITY shall be responsible for normal and customary maintenance and upkeep of the Shared Use Area (e.g. mowing, irrigation, etc.). SLOMA shall be responsible for maintenance, security, special insurance provisions, and any and all costs whatsoever associated with activities and events that occur under the direction of SLOMA within the Shared Use Area, and with the installation of outdoor art exhibits or sculpture that SLOMA may place within the Shared Use Area.

5. **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.
6. **AGREEMENT TERMINATION.** Either party may terminate this Agreement for convenience provided that thirty (30) days written notice is given to the other party. The Agreement may be terminated by either party for cause, provided that written notice has been given to the other party, stating the reasons for the intended termination and providing the other party with at least ten (10) days to cure any alleged breach. If the party receiving notice fails or refuses to cure the alleged breach within ten (10) days or such longer period as is specified within the written notice, or to make substantial progress toward cure to the satisfaction of the party demanding cure, this Agreement may be terminated thirty (30) days after receipt of the notice as specified herein.
7. **AGREEMENT AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be presented in writing by the City's Parks and Recreation Director and SLOMA Executive Director to the City Manager or his/her designee and shall be effective only upon final approval by the City Manager or his/her designee.
8. **INSURANCE AND LIABILITY.** SLOMA's insurance and liability requirements shall be the same as per Lease Agreement No. 1 and the 2010 Lease Agreement, incorporated therein, as shown under Paragraph 20.
9. **HOLD HARMLESS AND INDEMNIFICATION.** SLOMA shall defend, indemnify, and hold the CITY and its elected officials, officers, employees and free and harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CITY employees, agents, officers or volunteers, which arise from or are connected with or are caused or claimed to be caused by any acts or omissions of SLOMA, and/or its agents, officers, employees or volunteers, in performing its responsibilities hereunder, including all expenses of investigating and defending against same; provided, however, that SLOMA's duty to defend, indemnify and hold harmless shall not include any claims or liability arising from the sole active negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers

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10. NOTICE. All written notices to the parties hereto shall be sent by United States Postal Service, postage prepaid, by registered or certified mail addressed as follows:

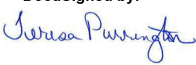
CITY: Parks & Recreation Director
City of San Luis Obispo
1341 Nipomo St.
San Luis Obispo, CA 93401

SLOMA: Executive Director
San Luis Obispo Museum of Art
1010 Broad Street
San Luis Obispo, CA 93401

11. AUTHORITY TO EXECUTE AGREEMENT. CITY and SLOMA each covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

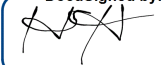
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST:

DocuSigned by:

B98BADBF9C78436


Teresa Purrington
City Clerk

CITY OF SAN LUIS OBISPO

DocuSigned by:

By: 75DA33F23E6147F

Mayor Heidi Harmon

APPROVED AS TO FORM:

DocuSigned by:

784AEA5BC6BC44F...

J. Christine Dietrick
City Attorney

SAN LUIS OBISPO MUSEUM OF ART

DocuSigned by:

By: 63402841EB40447...

Leann Standish
Executive Director

