

AGREEMENT FOR COUNTY GRANT

This Agreement is entered into this _____ day of _____, 2012, by and between the County of San Luis Obispo, a body corporate and politic, hereinafter referred to as "County", and the **Land Conservancy of San Luis Obispo County acting as fiscal agent for the Friends of Wild Cherry Canyon**, hereinafter referred to as "Applicant".

WHEREAS, Applicant has applied to County for a grant of County funds for the following project detailed on Exhibit "A" attached hereto and by the descriptive title: **Wild Cherry Canyon Maintenance Endowment**; and

WHEREAS, Applicant has applied to the County for a grant of County funds to be used to **contribute to the establishment of an endowment for the maintenance of management of Wild Cherry Canyon**; and

WHEREAS, the County finds that the project is eligible for a County Grant of County funds as a local community project; and

WHEREAS, the Board of Supervisors has approved this project and has authorized a County contribution to Applicant.

NOW, THEREFORE, it is mutually agreed between the parties hereto, as follows:

1. County agrees to pay over, as a grant of County funds, the sum of **\$3,500** from Fund Center 106 to Applicant for the purpose of funding the aforesaid project as a community project available for public use.
2. That the project which is the subject of this grant agreement is described with particularity on Exhibit "A" attached hereto, and incorporated herein by this reference.
3. Applicant agrees to apply the aforesaid grant funds solely to the project for which the funds have been granted, as a community project available for public use.
4. Applicant agrees to diligently pursue the completion of this project, and to complete this project within one year from the date of this agreement.
5. Applicant agrees to abide by all laws and regulations applicable to the expenditure of County Grant Funds, including, but not limited to, the audit of the expenditure of these funds for compliance with regulations, the inclusion of provisions guaranteeing compliance with all labor laws and regulations pertinent to public funds, and further, to assure compliance with the anti-discrimination provisions of the law, including County Ordinances.

6. If the project budget for this project includes purchase of any equipment which has a useful life extending beyond the termination date of this project, then Applicant agrees that said equipment will be transferred over to County at the conclusion of this project, unless the County consents to a renewal or extension of the same or some similar project by Applicant utilizing the same equipment.

7. Applicant agrees to allow the County Administrative Officer to inspect and audit all records pertaining in any way to this grant, and further, to submit to the County Administrative Office a written report upon completion of this project detailing the record of expenditures under this grant.

8. Applicant agrees that all discretionary decisions related to the carrying out of the aforesaid project remain in the control of the San Luis Obispo County Board of Supervisors.

AGREED TO ON THE DAY AND YEAR SET FORTH ABOVE.

ATTEST

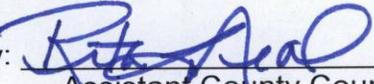
COUNTY OF SAN LUIS OBISPO

By: _____
Clerk of the Board of Supervisors

BY: _____

_____, 2012

APPROVED AS TO FORM AND LEGAL EFFECT
WARREN R. JENSEN
County Counsel

By: 
Assistant County Counsel

Applicant: Land Conservancy
By: Robert A. Hill
Print Name: Robert A. Hill
Title: Executive Director

Date: 8/15/2012

Applicant: Friends of Wild Cherry Canyon
By: Kara W. Blakeslee Kara Blakeslee
Print Name: Kara Blakeslee
Title: Organizer

EXHIBIT "A"

Land Conservancy of San Luis Obispo County
fiscal agent for Friends of Wild Cherry Canyon
ATTN: Wende Pearson David
547 Marsh Street
San Luis Obispo CA 93401

The Land Conservancy of San Luis Obispo County's mission is to protect and enhance lands with important scenic, agricultural, habitat and cultural values within the County for the benefit of its residents, wildlife and visitors. The Friends of Wild Cherry Canyon's goals are to ensure the acquisition of and public access to Wild Cherry Canyon. The acquisition of Wild Cherry Canyon will increase the size of Montana de Oro State Park by 2,500 acres. The lands will be available for use by the public. The Friends are in the process of fund raising to establish an endowment which will be used by State Parks to augment operation costs of opening the land for public use. The funds will be used for such short-term projects as construction of public restrooms and parking areas.

The \$3,500 in County funds will contribute to the endowment being established for the maintenance and management of Wild Cherry Canyon. The Land Conservancy of San Luis Obispo County and the Friends of Wild Cherry Canyon agree that in the event that the acquisition of Wild Cherry Canyon does not go forward, the funds will be returned to the County within 30 days of the project's end.