AGREEMENT FOR COUNTY PEG GRANT
San Luis Obispo County Office of Education

This Agreement is entered into this ____ day of _____, 2014, by and between the County of San Luis Obispo, a body corporate and politic, hereinafter referred to as "County," and the San Luis Obispo County Office of Education, hereinafter referred to as "Grantee."

WHEREAS, on June 18, 2002, the Board of Supervisors directed staff to administer the disbursement of existing PEG Trust funds equally between public, education and government; and

WHEREAS, the Board directed that the Educational Access portion of the PEG Trust Fund be distributed to the San Luis Obispo County Office of Education using the following criteria: 1) The funds must be used for specific cable TV access/ telecommunications purposes that promote educational needs programs, 2) These funds shall not be used to supplant existing funding, 3) Where possible, partnerships with the government and public access constituents should be developed for joint benefit, 4) Specific use of the PEG Trust Funds must be reviewed by an appropriate education advisory committee before the annual budgeting of these funds is considered by the County Board of Education; and

WHEREAS, the Board has paid Grantee on a yearly basis since 2003.

NOW, THEREFORE, it is mutually agreed between the parties hereto, as follows for payment of the PEG Trust disbursement:

1. County agrees to pay over, as a grant of County PEG Trust funds, the sum of $51,961 to the Grantee.

2. Grantee agrees to the criteria set by the Board of Supervisors on June 18, 2002, stated above.

3. Grantee agrees that the grant funds are not intended to supplant existing funding sources and acknowledges that the grant funds should not be viewed as on-going or yearly source of funding.

4. Grantee agrees that it shall not use any portion of the County funds in a manner inconsistent with any applicable rules or regulations of the Federal Communications Commission, the state of California or the County of San Luis Obispo and shall solely use the funds to assist in promoting educational cable TV needs.

5. Grantee agrees to allow the County Administrative Officer, or their agent, to inspect and audit all records pertaining in any way to this grant, including, but not limited to, Grantee's use of the County funds granted herewith. The costs of any such inspection or audit shall be equally shared by the parties.

6. Neither County nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Grantee under or in connection with this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, Grantee shall fully defend, indemnify and save harmless County and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Grantee under or in connection with this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

COUNTY OF SAN LUIS OBISPO

_____
Chairperson of the Board of Supervisors
County of San Luis Obispo
State of California

ATTEST:

_____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors,
County of San Luis Obispo, State of California

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL, County Counsel

By: _____
Deputy County Counsel

Dated: 7/18/14

Grantee: San Luis Obispo County Office of Education

By: PW Mary Jarvis

Dated: July 1, 2014

Print Name: Mary Jarvis

Title: Assistant Superintendent