

AGREEMENT FOR LOCAL AREA GRANT FUNDING

This Agreement is entered into this _____ day of _____, 2016, by and between the County of San Luis Obispo, a body corporate and politic, hereinafter referred to as "County" on behalf of the San Luis Obispo County Tourism Business Improvement District, hereinafter referred to as "CBID", and the **San Simeon Chamber of Commerce**, hereinafter referred to as "Applicant".

WHEREAS, Applicant has applied to the CBID for a grant of **San Simeon** local area funds for the following project detailed in the attached Exhibit "A" attached hereto and by the descriptive title: **San Simeon Visitors' Center and representation of the San Simeon local area at various trade shows**; and

WHEREAS, Applicant has applied to the CBID for a grant of **San Simeon** local area funds to offset expenses associated with the **operating and staffing of the San Simeon Visitors Center and for representation of the San Simeon local area at various trade shows in 2016**; and

WHEREAS, the CBID finds that the project is eligible for **San Simeon** local area funds as a local area community project; and

WHEREAS, the CBID Advisory Board has approved this project and has authorized a local area grant to Applicant.

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

1. County, on behalf of the CBID, agrees to pay over, as a grant of local area funds, the total sum of **\$72,627** from the **San Simeon** local area funds for the purpose of funding the aforesaid project as a local area community project available for public use. The funds will be paid out, upon receipt of an invoice, as follows: 1) **\$43,650** for the operation of the San Simeon Visitors' Center (**\$10,912.50** upon the effective date of this agreement and **\$10,912.50** quarterly) and 2) **\$28,977** for representation of the San Simeon local area at various trade shows throughout the 2016.
2. The term of this agreement will be January 1, 2016 through December 31, 2016.
3. That the project which is the subject of this grant agreement is described in detail in the Exhibit "A" and Exhibit "B" attached hereto, and incorporated herein by this reference.
4. Applicant agrees to apply the aforesaid grant funds solely to the project for which the funds have been granted, as a local community project available for public use.
5. Applicant agrees to diligently pursue the completion of this project, and to complete this project within one year from the date of this agreement.
6. 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.

7. 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 CBID at the conclusion of this project, unless the CBID consents to a renewal or extension of the same or some similar project by Applicant utilizing the same equipment.

8. 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 CBID a written report upon completion of this project detailing the results and outcomes of the project as well as record of expenditures under this grant.

9. Applicant agrees that all discretionary decisions related to the carrying out of the aforesaid project remain in the control of San Luis Obispo County Board of Supervisors on behalf of the San Luis Obispo County Tourism Business Improvement District Advisory Board.

AGREED TO ON THE DAY AND YEAR SET FORTH ABOVE.

SAN SIMEON CHAMBER OF COMMERCE

COUNTY OF SAN LUIS OBISPO

BY: Robert Morale

BY: _____

1/18/16, 2015

AUTHORIZED BY BOARD ACTION
_____, 2016

ATTEST

By: _____
Clerk of the Board of Supervisors

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

By: [Signature]
Chief Deputy County Counsel

Date: 1/25/16