

AGREEMENT FOR COUNTY GRANT

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", and the **Arroyo Grande in Bloom**, 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: **Monarch Butterfly Garden and Art Project**; and

WHEREAS, Applicant has applied to the County for a grant of County funds to offset the cost of **creating the Monarch Butterfly garden and art work at the South County Regional Center**; 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 **\$2, 000** 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, if requested, 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.

COUNTY OF SAN LUIS OBISPO

BY: _____

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: _____
Chief Deputy County Counsel

Date: 5/27/16

Applicant: Arroyo Grande in Bloom
By: _____
Print Name: Roger T. Lund
Title: Board President

Applicant: Arroyo Grande in Bloom
By: _____
Print Name: Laurie J. Lafferty-Waller
Title: Board member

EXHIBIT "A"

Arroyo Grande in Bloom
Attn: Trudy Jarratt
PO Box 1526
Arroyo Grande CA 93420

The Arroyo Grande in Bloom, a non-profit organization, was formed to encourage and support a public art program that reflects the City of Arroyo Grande's heritage, culture and character. The organization has planned and carried various projects within the City of Arroyo Grande including the development of a "Walk of History" where figures from history that have and contributed to the history of City will be honored. The first person to be honored was Harriet Quimby. Another public art project is the planned placement of 3-foot fiberglass roosters throughout Arroyo Grande. These roosters will be decorated by local artists, service organizations and school children. The next project is the creation of art that will feature the Monarch Butterfly. A butterfly garden will be created at the South County Regional Center with plaques placed throughout.

The \$2,000 in County funds will be used towards expenses associated with developing the butterfly garden and Monarch Butterfly artwork at the South County Regional Center in Arroyo Grande.