

CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____ is between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California (“County”), and the CITY OF SAN LUIS OBISPO, a charter city within the State of California (“City”).

RECITALS

WHEREAS, the City certified the Avila Ranch Development Environmental Impact Report and entered into a Development Agreement with Avila Ranch, LLC (“Avila Ranch”) on October 3rd, 2017 by Ordinance No. 1639 (2017 Series); and

WHEREAS, under Section 7.11.b of the Development Agreement, Avila Ranch agreed to provide \$230,000 (the “Funds”) to the City to fund operational improvements to the Davenport Creek and Buckley Road Intersection, including the costs for initial design, construction documents, and right-of-way acquisition (the “Project”); and

WHEREAS, Section 7.11.b of the Development Agreement requires the City to work with the County and enter into any necessary agreements to act as a conduit for the Avila Ranch funding contribution to the Project; and

WHEREAS, the development of Buckley Corridor Plan constitutes a preliminary step in the initial design of the Project; and

WHEREAS, the Project’s functional area constitutes approximately ten percent (10%) of the overall Buckley Corridor; and

WHEREAS, the Funds may be utilized, in addition to other aspects of the Project, to fund a proportionate share of the cost of the Buckley Corridor Plan; and

WHEREAS, the City has collected the Funds from Avila Ranch and seeks to transfer said funds to the County for implementation of the Project.

NOW THEREFORE, the parties hereto intend to define herein the terms and conditions under which the City will transfer the Funds to the County for implementation of the Project.

SECTION I

City Agrees:

1. To transfer the balance of the Funds to the County for the implementation of the Project.

2. To defend, indemnify, and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the City's officers, directors, agents, employees, or subcontractors.

SECTION II

County Agrees:

1. To accept the Funds from the City and utilize them in the implementation of the Project, including but not limited to, funding a proportionate share of the Buckley Road Corridor Plan.
2. To defend, indemnify, and hold harmless the City, its City Council, officers, directors, agents, employees, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the County's officers, directors, agents, employees, or subcontractors.
3. To comply with the California Environmental Quality Act (CEQA) in the implementation of the Project and to be fully responsible for implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and /or environmental approvals.

SECTION III

It is Mutually agreed:

1. If County terminates the Project prior to completion, the County shall return any remaining Funds for redistribution by the City.
2. No alteration or variation of the terms of this agreement shall be valid unless made by a formal amendment executed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, and this Agreement shall become effective on the date shown signed by the last signatory to this Agreement.

COUNTY OF SAN LUIS OBISPO

CITY OF SAN LUIS OBISPO

By _____
Chairperson of the Board of Supervisors

By _____
Derek Johnson, City Manager
City of San Luis Obispo

Attest:

Ex-Officio Clerk of the Board of Supervisors

Attest:

By _____
City Clerk

By _____
County Clerk

Approved for Legal Form and Effect:
RITA NEAL, County Counsel

Approved for Legal Form and Effect
CHRISTINE DIETRICK, City Attorney

By _____
Deputy County Counsel

By _____
City Attorney

Approved as to Content:

Approved as to Content:

By _____
John Diodati
Public Works Director

By _____
Matt Horn
Public Works Director