

GRANT AGREEMENT
BY THE FRIENDS OF THE MORRO BAY HARBOR DEPARTMENT
TO THE CITY OF MORRO BAY

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, and is effective as of the 13th day of March, 2024, by and between the CITY OF MORRO BAY, a municipal corporation of the State of California (hereinafter GRANTEE and “City”), and FRIENDS OF THE MORRO BAY HARBOR DEPARTMENT, a California nonprofit corporation, (hereinafter GRANTOR).

WITNESSETH

WHEREAS, GRANTEE provides emergency response for the waterfront, beach and bay areas of Morro Bay ; and

WHEREAS, the 2003 pick-up truck currently used for beach lifeguard emergency response has reached its useful life; and

WHEREAS, the Harbor Department has not had sufficient funds to purchase a replacement vehicle; and

WHEREAS, GRANTOR is a not for profit community group established to help improve the Harbor Services in Morro Bay; and

WHEREAS, GRANTOR desires to assist GRANTEE by providing funding to purchase a Polaris Utility Terrain Vehicle (UTV) suitable for emergency beach response.

NOW, THEREFORE, THE PARTIES AGREE, as follows:

1. Subject to the terms of this Agreement, on or before _____, 2024, GRANTOR agrees to remit to GRANTEE \$35,888.50 (Grant) for GRANTEE to use solely for the purchase of a Polaris UTV for use by the Harbor Department and the City, with consideration to GRANTOR that GRANTEE’S use of the Polaris UTV furthers GRANTOR’S established goal of improving Harbor Services in Morro Bay.
2. GRANTOR agrees that the Polaris UTV purchased with the Grant shall be the sole and separate property of City.
2. Neither GRANTOR nor GRANTEE may assign any rights or obligations created by this agreement to any other person without the prior approval of the other party.
3. The terms and conditions of this Agreement can only be amended in writing approved and signed by GRANTOR and GRANTEE.

4. MISCELLANEOUS PROVISIONS

A. The Caption

The captions of the various sections, paragraphs, and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of the interpretation.

B. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an Agreement for the benefit of any third party or parties, and no third party shall have any claim or right of action hereunder for any cause whatsoever.

C. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

D. No Pledging of GRANTEE'S Credit

Under no circumstances shall GRANTOR have the authority or power to pledge the credit of GRANTEE or incur any obligation in the name of GRANTEE.

E. Venue

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Luis Obispo, State of California, or any other appropriate court in such county, and GRANTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Luis Obispo, State of California.

H. Non-liability of GRANTEE Officers and Employees

No officer or employee of GRANTEE shall be personally liable to the GRANTOR, or any successor in interest, in the event of any default or breach by GRANTEE or for any amount which may become due to GRANTOR or to its successor, or for breach of any obligation of the terms of this Agreement.

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I. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

City of Morro Bay

Friends of the Morro Bay Harbor Department

Yvonne Kimball, City Manager

Bill Luffee, President

Roger Allen, Secretary

APPROVED AS TO FORM:

Chris F. Neumeyer, City Attorney

ATTEST:

Dana Swanson, City Clerk