

BE SAFE Inc. Support Grant
MEMORANDUM OF UNDERSTANDING

This Partnership and Support Grant Agreement is made and entered into between the City of Clearwater, whose address is: Attn: Marine & Aviation Director, 25 Causeway Blvd, Clearwater, FL 33756, ("City"), and BE SAFE Inc., whose address is: 510 N. Ft Harrison, Clearwater, FL 33755 ("Organization").

WHEREAS, Clearwater is a designated Coast Guard City, and it is desirable and socially responsible to provide assistance to the promotion of safe boating education; and

WHEREAS, the Organization provides safe boating courses for one of the largest recreational activities in Clearwater with a focus on keeping our waterways safe; and

WHEREAS, the City desires to provide support to the Organization to assist in the rehabilitation of the ("Property") located at 510 N. Ft. Harrison Avenue, Clearwater, FL 33755, which is used as training classrooms and meeting space; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. TERM

1. Term: The term of this agreement is a onetime reimbursable grant in the amount of \$50,000.00 (fifty thousand dollars).

ARTICLE II. RESPONSIBILITIES OF THE ORGANIZATION

1. Services to be Provided: The Organization will provide safe boater education, GPS and Chart Reading, Navigation, Sailing Skills and Seamanship to its members and the public.
2. Reporting to be Provided: The Organization will provide the City with progress reports along with reimbursement requests on rehabilitation activities at the Property for which Grant Funds were allocated to.
3. The Organization shall create and maintain financial and accounting records, books documents, policies, practices, procedures and any information necessary to reflect fully the financial activities of the Organization. Such records shall always be available and accessible for inspection, review or audit by authorized City representatives and shall produce such records as required by law. All records created hereby are to be retained and maintained for a period of not less than five (5) years.

ARTICLE III. RESPONSIBILITIES OF THE CITY

1. Grant of Funds:

- a. The City agrees to provide a lump sum onetime reimbursement grant of \$50,000.00 (fifty thousand dollars) to the Organization upon execution of this agreement.
- b. The funds granted by the City are to be used for renovation and rehabilitation or other improvements to the Property.

2. City Liaison: The Marine & Aviation Department of the City of Clearwater will serve as the City liaison for the Organization.

ARTICLE IV. DISCLAIMER OF WARRANTIES

This Agreement constitutes the entire agreement between the parties on the subject hereof and may not be changed, modified, or discharged except by written amendment duly executed by both parties. No representations or warranties by either party shall be binding unless expressed herein or in a duly executed amendment hereof.

ARTICLE V. TERMINATION

1. With or Without cause: Either Party may terminate this Agreement with thirty (30) days written notice without any further obligation. The City may terminate this Agreement immediately for failure to adhere to any of the provisions of this Agreement as determined by the City in its sole discretion.

ARTICLE VI. NOTICE

Any notice required or permitted to be given by the provision of this Agreement shall be conclusively deemed to have been received by a Party hereto on the date it is hand-delivered to such Party at the address indicated below (or at such other address as such Party shall specify to the other Party in writing), or if sent by registered or certified mail (postage prepaid), on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

1. If to the City, addressed to Marine & Aviation, 25 Causeway Blvd, Clearwater, FL 33756. With copy to: City Attorney, PO Box 4748, Clearwater, FL 33758.
2. If to the Organization, addressed to BE SAFE Inc, 510 N. Ft Harrison, Clearwater, FL 33755.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date set forth above.

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos
Mayor

By:

William B. Horne II
City Manager

Approved as to form:

Attest:

Michael Fuino
Assistant City Attorney

Rosemarie Call
City Clerk

Attest:

(BE SAFE, Inc.)

By: _____

Print Name: _____

Print Name: _____

Title: _____