

## **DONATION AGREEMENT**

**THIS AGREEMENT (“Agreement”)**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021, is by and between:

**THE CITY OF OAKLAND PARK**, a Florida municipal corporation hereinafter referred to as ("the CITY"),

and

\_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as ("Donor"),

### **WITNESSETH:**

**WHEREAS**, Donor wishes to donate to the CITY, and CITY wishes to accept the donation of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the “Donation”) under the terms and conditions as set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

### **ARTICLE 1** **RECITALS**

- 1.1. RECITALS: Each “whereas” clause set forth above is true and correct and herein incorporated by this reference.
- 1.2. CITY and Donor may each be referred to herein as “Party” or collectively as “Parties”.

### **ARTICLE 2** **DONATION OF PROPERTY**

- 2.1 Upon execution of this Agreement by both Parties, the Donor shall transfer to the CITY the Donation of Fifty Thousand and 00/100 Dollars (\$50,000.00).
- 2.2 The CITY shall make a separate accounting for the Donation to be held by the CITY and the Donation shall be restricted to following uses:
  - a) the purchase of a grand or baby grand piano to be located at the future site of the Oakland Park Library
  - b) the purchase of artistic or cultural amenities at the future site of the Oakland Park Library using the remaining funding after the purchase of the piano identified above.

**ARTICLE 3**  
**SERVICES AND RESPONSIBILITIES**

3.1 Donor hereby represents and warrants that it has the right to make the Donation, in accordance with the terms herein, and that there are no claims of any kind whatsoever against the Donation funds.

3.2 Donor hereby agrees to provide the City with any other documents necessary to properly effectuate the transfer of the Donation to the CITY.

**ARTICLE 4**  
**MISCELLANEOUS**

4.1. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States or electronic mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified in writing, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Donor and the CITY designate the following as the respective places for giving of notice:

AS TO DONOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AS TO CITY:

David Hebert, City Manager  
City of Oakland Park  
3650 NE 12<sup>th</sup> Avenue  
Oakland Park, Florida 33334  
Phone 954-630-4300

WITH COPY TO:

Donald J. Doody, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd  
Suite 200  
Ft. Lauderdale, FL 33308  
Phone 954-771-4500 fax 954-771-4923

4.2. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.3. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

4.4. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

4.5. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

4.6. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

4.7. **Extent of Agreement.** This Agreement represents the entire and integrated Agreement between the CITY and Donor and supersedes all prior negotiations, representations or Agreements, either written or oral.

4.8. **Waiver.** Any failure by either party to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the waiving party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

4.9. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4.10. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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