

VEHICLE DONATION AGREEMENT
(JSO Vehicle)

VEHICLE DONATION AGREEMENT is entered into on this ____ day of _____, 2022, by the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (“City”), and **MOG COLLECTION, LLC d/b/a THE BRUMOS COLLECTION**, a Florida limited liability company. (the “Recipient”).

RECITALS

WHEREAS, pursuant to Ordinance 2022-_____-E (the “Ordinance”) of the City Council of the City of Jacksonville declared that certain 1979 Chevrolet Malibu (VIN 1T19L9D483566, Vehicle Number 0046-10)(the “Vehicle”) to be surplus to the needs of the City and has authorized the appropriate officials of the City to transfer title of said Vehicle to Recipient for use as a display vehicle in the Recipient’s showcase museum, subject to the Ordinance terms; and

WHEREAS, it is in the best interests of the City to enter into an agreement with the Recipient to transfer the Vehicle in accordance with the terms and conditions of this Agreement;

THEREFORE, for good and valuable consideration, the parties agree as follows:

I. INCORPORATION OF RECITALS

The above-stated recitals are accurate and by this reference made a part of this Agreement.

II. GENERAL CONDITIONS

A. The Recipient shall only use the Vehicle as a display vehicle in the Recipient’s showcase museum and at other City approved locations for the purpose of educating the public on driving safety awareness (the “Approved Use”). The Recipient shall only use the Vehicle for the Approved Use in Duval County, Florida, in accordance with this Agreement. If the Recipient does not use the Vehicle for the Approved Use in Duval County, Florida, the Recipient shall convey the Vehicle back to City.

B. Recipient agrees to do as follows:

1. To accept the Vehicle in accordance with the terms of this Agreement and the provisions of the Ordinance transferring the Vehicle, each as amended from time to time, and all of which are incorporated into this Agreement by this reference. The Vehicle shall be used only for the Approved Use and for no other purpose; and

2. To abide by Chapter 119, Florida Statutes, as amended from time to time, a copy of which is available online at <http://www.leg.state.fl.us/Statutes/>, and which by this reference is made a part of this Agreement. All documents not expressly exempt from the public

records act relative to this Agreement and the Vehicle are considered to be public records as defined in said Chapter 119, Florida Statutes; and

3. To obtain permits, as may be required, from the State of Florida and the City of Jacksonville and abide by all applicable state laws and local ordinances, as from time to time amended; and

4. To return to the City within 15 days of written demand the Vehicle under the terms of this Agreement upon the City finding that the terms of this Agreement or the provisions of the Ordinance transferring the Vehicle to the Recipient have been violated by the Recipient.

5. To consent to:

i) Monitoring by the Fleet Management Division of the Finance and Administration Department of the City of Jacksonville (the "Division") regarding the Recipient's use of the Vehicle consistent with this Agreement; and

ii) Producing all documents required by the Division or the Council Auditors; Recipient agrees to give the City complete and unfettered access to all records regarding the Vehicle provided by the City under this Agreement, at all times, during regular business hours, to ensure that the Vehicle is being properly used.

6. Recipient shall obtain approval from the City's contract administrator if the Vehicle is placed on display in a location other than the Brumos Museum. Recipient's violation of any of the provisions contained in this Agreement, including the failure to adhere to the auditing or reporting requirements of this Agreement or any applicable code or statutory provision, whether or not incorporated into this Agreement, shall be a material breach and may result in immediate termination of this Agreement and Recipient's return of the Vehicle transferred by this Agreement, in accordance with Section II.B.4. of this Agreement.

III. ASSIGNMENT

The Recipient shall not assign any rights or duties under this Agreement to any other party not specifically identified in the Application without the prior written permission of the City. If the Recipient attempts to assign any rights or duties without securing prior written permission, this Agreement shall be void and the Recipient shall return the Vehicle to the City. The Vehicle shall be returned to City within 15 days of demand.

IV. PERSONNEL

The Approved Use shall be performed by the Recipient, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform the Approved Use.

V. REVERTER

The disposition authorized by Ordinance 2022-____-E is conditioned upon Recipient's using the Vehicle for the Approved Use. If the Recipient does not use the Vehicle for the Approved Use, such non-Approved Use shall be considered a material breach of this Agreement by Recipient. Upon notification by the City of Recipient's non-Approved Use, Recipient shall promptly execute (within three (3) days of said notice) all necessary documents, including a bill of sale and title certificate, to convey and transfer the Recipient's ownership interest in the Vehicle to the City.

VI. CIVIL RIGHTS

A. There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, marital status, citizenship status, creed, sexual orientation, gender identity, disability, veteran status, or any other protected status under federal, state, or City law.

B. The Recipient shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to the persons served.

C. The Recipient shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.

D. The Recipient shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

E. The Recipient shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.

F. If City receives evidence of discrimination in violation of this Agreement, the City may terminate this Agreement.

VII. EQUAL EMPLOYMENT OPPORTUNITY

The Recipient shall not discriminate directly or indirectly, on the grounds of race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, sex, age or political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. The Recipient shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause.

VIII. OTHER CONDITIONS

A. Recipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as amended from time to time. These laws, rules, regulations, and ordinances shall include, but are not limited to Chapter 119, Florida Statutes, (the Florida

Public Records Law) and Section 286.011, Florida Statutes, (the Florida Open Meetings Law). These laws, rules, regulations, and ordinances also include, but are not limited to, all applicable requirements for licenses and certifications necessary to perform the Services. If any of the obligations of this Agreement are to be performed by a subcontractor or Subrecipient, the provisions of this section shall be incorporated into and become a part of the subcontract or subrecipient contract.

B. Failure by either party to insist upon strict performance of any of the provisions of this Agreement, either party's failure or delay in exercising any rights or remedies provided in this Agreement, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance of this Agreement, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

IX. REPRESENTATIONS/WARRANTIES AND UNAUTHORIZED WORKERS

A. As a material inducement for City to enter into this Agreement, Recipient warrants that:

1. Recipient is a Florida non-profit corporation incorporated and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida or Recipient has tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code. Recipient has authority to enter into this Agreement and all documents contemplated by this Agreement, and to perform its obligations arising under this Agreement and other documents contemplated by this Agreement. The individuals signing on behalf of Recipient have authority to do so.

2. Recipient's execution of this Agreement and performance of its obligations under this Agreement have been duly authorized and approved by the shareholders, members, partners, or directors of Recipient (as the case may be).

3. This Agreement and all documents contemplated by this Agreement each constitute a legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.

4. This Agreement and all documents contemplated by this Agreement do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ, or injunction by which Recipient is bound, or any provision of any applicable law or regulation by which Recipient is bound. The execution of this Agreement and all documents contemplated by this Agreement, and performance of the obligations of this Agreement and other contemplated documents, will not result in a breach of or constitute a default under any agreement to which Recipient is a party or require consent from any third party.

5. Recipient and each of its subcontractors, suppliers, and other persons performing the Services or any part of the Services hold all necessary licenses, permits,

and authorizations required by applicable governmental bodies as a condition to conduct business in the State of Florida and in the City of Jacksonville, and to perform the Services.

6. Recipient has not employed or retained any third party having a relationship with City to solicit or secure this Agreement and has not paid or agreed or promised to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

7. Recipient has obtained all necessary approvals from governmental or quasi-governmental authorities having jurisdiction over performance of the Services. All governmental approvals are final, unappealed, and unappealable, and shall remain in full force and effect without restriction or modification for the duration of this Agreement.

8. Recipient is not in default under any agreement with City, and Recipient has satisfied all conditions imposed by any governmental authority in connection with provision of the Services.

B. The employment by Recipient of unauthorized aliens is a violation of Section 274A(e) of the Federal Immigration and Naturalization Act and a material breach of this Agreement, and City may unilaterally cancel this Agreement upon 30 days' prior written notice of cancellation.

C. In accordance with Section 448.095, *Florida Statutes*, Recipient confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and Recipient, including any of its subcontractors, has registered accordingly with the E-Verify platform. Recipient acknowledges that any violation with the aforementioned will result in a default to this Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

X. ENTIRE AGREEMENT; COUNTERPARTS

This Agreement contains the entire agreement between the parties with respect to the transfer of the Vehicle. No agreement, understanding, course of action, course of conduct, or statement by either of the parties or their authorized representatives is effective unless it is contained in this Agreement. Except as may otherwise be provided in this Agreement, any revision, amendment, or other change to this Agreement shall be in writing and signed by the parties. This Agreement may be signed in counterparts and by facsimile of electronic signature, the counterparts and signatures of which, when taken together, shall constitute but one Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

**MOG COLLECTION, LLC d/b/a THE
BRUMOS COLLECTION**

By _____ as _____

FEID# _____

CITY OF JACKSONVILLE, a
consolidated government under the laws of
the State of Florida

ATTEST:

By: _____
James R. McCain, Jr.
as Corporation Secretary

By: _____
Lenny Curry as Mayor

FORM APPROVED as to City only:

By: _____
Office of General Counsel

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