

SURPLUS VEHICLE DONATION AGREEMENT
(JSO Vehicle)

This **SURPLUS VEHICLE DONATION AGREEMENT** is made and entered into on this _____ day of _____, 2026 (“Effective Date”), by and between 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 (“Recipient”).

RECITALS

WHEREAS, pursuant to Ordinance 2026-337-E (the “Ordinance”) 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 and at other professionally organized and reputable car collection and educational venues, subject to the Ordinance terms; and

WHEREAS, it is in the best interests of the City to enter into this Agreement with Recipient to set forth the terms and conditions for the City’s transfer of the Vehicle to Recipient;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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

The City agrees to convey, transfer, and donate the Vehicle to Recipient for the Approved Use (as defined herein) within sixty (60) days of the Effective Date, subject to the appropriate vehicle transfer title documents being executed and completed by the parties. The City’s conveyance, transfer, and donation of the Vehicle to Recipient is “as-is” without any warranties, expressed or implied, as to the condition of the Vehicle. Recipient shall pay City upfront for any costs associated with title transfer and registration fees. Recipient shall be responsible for transporting and delivering the car to its location. For the greater of five (5) years or the time during which the Vehicle retains any Jacksonville Sheriff’s Office insignia (the “Restricted Period”), Recipient shall only use the Vehicle as a display vehicle in Recipient’s showcase museum known as the “Brumos Museum” and other professionally organized and reputable car collection and educational venues for the purpose of educating the public on driving safety awareness (the “Approved Use”). Recipient shall use the Vehicle for the Approved Use in St. Johns County and Duval County, Florida, and in accordance with the Ordinance and this Agreement.

A. 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, to the extent applicable; and
3. To obtain permits, to the extent 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 Recipient have been violated by Recipient.
5. To consent to producing any reasonable information required by the City or the Council Auditor's Office regarding the Vehicle provided by the City under this Agreement, during regular business hours, necessary to confirming the Vehicle is being used in accordance with this Agreement.
6. To fully waive, release, and discharge the City, in both individual and official capacity, from all legal or equitable claims, rights, and causes of action, whether known or unknown, arising from or related to the City's donation and Recipient's use of the Vehicle, and any other theories upon which Recipient may claim any type of relief against the City.
7. Recipient's violation of any of the provisions contained in this Agreement, including the failure to adhere to the Section V. 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 V. of this Agreement. The return of the Vehicle shall be the sole and exclusive remedy for any such violation.

III. ASSIGNMENT

Recipient shall not assign any rights or duties under this Agreement to any other party not specifically identified in this Agreement without the prior written permission of the Sheriff. If Recipient attempts to assign any rights or duties without securing prior written permission, this Agreement shall be void and Recipient shall promptly return the Vehicle to the City within three (3) days of City's notification to Recipient regarding the same.

IV. PERSONNEL

The Approved Use shall be performed by 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 2026-337-E is conditioned upon Recipient's using the Vehicle for the Approved Use. If Recipient violates any term of this Agreement, such default shall be considered a material breach of this Agreement by Recipient. Upon notification by the City of Recipient's default under this Agreement, Recipient shall promptly return the Vehicle to the City and execute all necessary conveyance and transfer documents, including, but not limited to, a bill of sale, title certificate, and registration to transfer Recipient's ownership interest in the Vehicle to the City. This shall be the sole and exclusive remedy for such breach.

VI. CIVIL RIGHTS

- A. In using or displaying the Vehicle, 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. If City receives evidence of discrimination in violation of this Agreement, the City may terminate this Agreement.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Recipient shall comply with any and all laws applicable to Recipient and to which Recipient is subject that prohibit discrimination 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.

VIII. BREACH OF CONTRACT/TERMINATION

- A. The occurrence of any one or more of the following events prior to the expiration of the term of this Agreement shall constitute an event of default under the provisions of this Agreement:
 - 1. failure to perform or observe any material term, agreement, covenant or condition of this Agreement, including using the Vehicle for a use other than the Approved Use, which default continues for ten (10) days after written notice thereof (unless a shorter period is set forth elsewhere in this Agreement);

2. if any representation or warranty contained in this Agreement shall be false or misleading in any material respect;
3. the application by Recipient for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets; or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated as bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors; or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing; or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party to this Agreement or of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

- B.** If the City terminates this Agreement due to an event of default by Recipient, Recipient shall return the Vehicle to the City within five (5) business days of City's notice to Recipient regarding such default. Recipient's failure or delay on the part of the City to notify Recipient of a default is not a waiver by the City of the default or of any future default of Recipient.

IX. OTHER CONDITIONS

- A.** Recipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same may be 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 for the performance of any obligation under this Agreement. 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.

X. 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 limited liability company 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. 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 if that becomes the case.
- 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.

XI. CONTRACT MANAGER

Each party will designate a Contract Manager during the Term whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Agreement.

As of the Effective Date, the City's Contract Manager is Attention: Gaby Young, Jacksonville Sheriff's Office, Chief Legal Affairs Advisor, 501 E. Bay Street, Jacksonville, Florida 32202; gaby.young@jaxshriff.org; and Recipient's Contract Manager is Attention: Robert H. Pritchard, Executive Vice President & COO, DDI, Inc., Jacksonville, Florida 32224; Rpritchard@davisfamilyoffice.com. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information.

XII. 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 executed electronically and signed in counterparts, 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, a Florida limited liability company, d/b/a THE BRUMOS COLLECTION

By: _____

Title: _____

FEID# _____

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

ATTEST:

By: _____
Daren Anderson
as Corporation Secretary

By: _____
Donna Deegan, Mayor

FORM APPROVED:

By: _____
Office of General Counsel

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