

MONUMENT DONATION AGREEMENT

This **MONUMENT DONATION AGREEMENT** (this "Agreement") is made and entered into as of November 4, 2015 (the "Effective Date"), by and between Mr., Mrs. Norman Ralph West & the West Family (the "Donor") and the **City of Doral** (the "City"). The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Donor shall provide, and the City shall receive, a monument, commonly called the Battle Cross Monument, a picture of which is attached hereto as Exhibit "A" (the "Monument").

The Donor is a First Cavalry Airmobile Division Vietnam Veteran. By the donation of the Monument, Donor is seeking to support the City's Veteran's Park so as to make it a location to venerate the men and women of the United States Armed Services that served in the Vietnam War. In order to accomplish this objective, the parties hereto agree as follows:

1. The Donor hereby agrees to donate, transfer and convey, and the City hereby agrees to receive, the Monument, at no cost to the City, to have and to hold in perpetuity for the purposes of displaying the Monument at Veteran's Park or any other City facility at which the Monument may be displayed in honor of United States service men and women who fought in the Vietnam War. For avoidance of doubt, in no event, may the Monument be used in any way other than furtherance of the purpose stated in this Section.
2. Donor and the City acknowledge that the City shall have sole and complete possession of the Monument and sole control over the manner in which the Monument is used and displayed, subject only to the restrictions specified herein.
3. The City will hold harmless and indemnify Donor in the event of any claims of injuries or damages arising from or relating to the Monument. The City will provide replacement and/or repairs to the Monument should it suffer any damages, whether by Act of God or by any other means at any time while the Monument at Veteran's Park.
4. If at any time the City removes the Monument from public display permanently or indefinitely without intention to relocate, Donor and the City hereby agree that the City shall return the Monument to Donor and this Agreement shall terminate. The City agrees that it shall bear all costs for transporting and delivering the Monument to Donor in the event this reversion provision becomes effective.
5. The City represents and warrants to Donor that the City is a tax-exempt entity pursuant to Section 501(c)(3) or other applicable sections of the Internal Revenue Code.
6. Donor represents and warrants that Donor is the true and correct owner of the Monument and Donor agrees to provide the City with substantiation of same. Donor represents and warrants that it has all ownership rights and fully authority to transfer and convey the Monument to the City.

7. The City shall provide Donor and/or Donor's agents or representatives (collectively, "Agents"), with documentation as may be reasonably requested by Donor or Donor's Agents in order to document or verify compliance with the provisions of this Agreement. The City shall maintain true and accurate records necessary to demonstrate compliance with this Agreement.
8. If a party fails to comply with any of the provisions of this Agreement, the other party shall have the right to terminate this Agreement upon written notice to the breaching party and a thirty (30) day right to cure, without penalty or liability of any nature whatsoever. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Donor: Norman Ralph West and/or Lois West
19500 S.W. 214 Street
Miami, Florida 33187

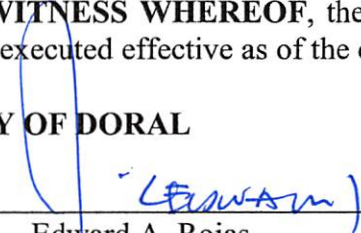
(Alternate Address –Son of Norman R. West):
Ralph E. West
3835 Estepona Ave., #11 A01
Doral, Florida 33178

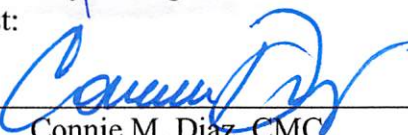
9. This Agreement will commence on the Effective Date and will continue in perpetuity, unless terminated pursuant to Sections 3 and 7 herein. In the event of termination, the City hereby agrees to return the Monument to Donor and to bear all costs associated with the transport and delivery of the Monument.
10. The Parties acknowledge that certain state or federal laws now or in the future may require Donor to disclose information on donations provided to charitable entities. Donor may report information about the Monument provided under this Agreement, as required by law. Once reported, such information may be publicly accessible.

11. Neither party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other party.
12. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.
13. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law. The failure of either party to this Agreement to object or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or any future violation, breach, or wrongful conduct.
14. This Agreement inures to the benefit of Donor and the City only, and no third party shall have any rights under it, except as expressly provided herein. It represents the entire agreement of the parties, superseding any and all prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
15. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed and thereby caused this Agreement to be duly executed effective as of the date written above.

CITY OF DORAL


By: 
 Edward A. Rojas
 City Manager

Attest:
 By: 
 Connie M. Diaz, CMC
 City Clerk

DONOR

By: 
 Name: Norman Ralph West

Approved as to form and legal sufficiency
 for the sole use and reliance of the City of Doral

By: 
 Weiss Serota Helfman Cole & Bierman, PL
 City Attorney