

**DONATION AGREEMENT
BETWEEN
THE CITY OF DORAL
AND
VAN PAMPUS INC.**

THIS DONATION AGREEMENT ("Agreement") is made and entered into as of November 1, 2023 (the "Effective Date"), by and between **VAN PAMPUS INC.**, whose address is 11433 NW 69th Terrace, Doral, Florida 33178 (hereinafter the "Donor"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, with a principal address of 8401 NW 53 Terrace, Doral, Florida 33166 (hereinafter the "City").

WHEREAS, the City agrees to accept to accept a donation from Donor of a Little Free Library, as more particularly described in Exhibit "A" (hereinafter, referred to as "Donation"); and

WHEREAS, Donor wishes to donate the Donation to the City pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Donor and the City agree as follows:

1. Term/Commencement Date.

1.1 This Agreement will commence on the Effective Date and will continue in perpetuity, unless terminated pursuant to Section 6 herein.

2. The Donation.

2.1 The Donor hereby agrees to donate, transfer and convey, and the City hereby agrees to receive, the Donation, at no cost to the City, to have and to hold in perpetuity for the purposes of providing a resource and a closer location for families to access books. The installation of the Donation shall be at the City's Doral Legacy Park, located at 11400 NW 82nd St, Doral, FL 33178. For avoidance of doubt, in no event, may the Donation be used in any way other than furtherance of the purpose stated in this Section.

2.2 Donor and the City acknowledge that the City shall have sole and complete possession of the Donation and sole control over the manner in which the Donation is used and displayed, subject only to the restrictions specified herein.

2.3 Donor represents and warrants that Donor is the true and correct owner

of the Donation and Donor agrees to provide the City with substantiation of same. Donor represents and warrants that it has all ownership rights and full authority to transfer and convey the Donation to the City.

- 2.4 The City agrees to arrange for access to and make all provisions for Donor to enter upon real property as required for Donor to install the Donation.
- 2.5 The Donor acknowledges and understands that the City will not extend or offer any advantages, approval, or benefits to the Donor in exchange for the Donation.
- 2.6 Donor warrants to City that the Donation will be fit for the particular purpose for which it is intended to be used, of good workmanship, and free from defects.

3. Transportation/Delivery.

- 3.1 Donor shall be responsible for the wrapping, crating and/or transportation of the Donation within ten (10) days of the Effective Date of this Agreement, unless otherwise agreed upon by the Parties in writing.
- 3.2 The Donation shall be transported to the location dictated by the City, unless otherwise agreed upon, without cost to the City.
- 3.3 Donor shall be responsible for any damage or loss suffered by the Donation until the Donation is successfully installed at the location dictated by the City.

4. Installation and Maintenance.

- 4.1 The City agrees to be responsible for the installation of the Donation, including obtaining all required permits.
- 4.2 Donor shall provide the City with all information it has, if any, regarding the proper maintenance of the Donation, and the City will perform all required maintenance on the Donation, at no cost to Donor upon transfer of the Donation's ownership.

5. Acknowledgements.

- 5.1 Nothing contained herein shall be construed to provide that the Donor will receive an acknowledgement of the Donation. Whether an acknowledgement of the Donation will be displayed or advertised is at the City's sole discretion. Any acknowledgements to be displayed, including plaques, shall require the City's prior written approval.
- 5.2 The Donor shall be prohibited from advertising the Donation without prior written approval by the City.

- 5.3 The City is under no obligation to replace stolen, vandalized, irreparably damaged, or destroyed displays of acknowledgment.
- 5.4 Acknowledgements shall not be of such nature or type that it can be perceived as advertising or commercializing the character of the Donation, to advertise any Donor's business enterprise, or to create a feeling of proprietary interest or sponsorship.
- 5.5 Acknowledgements must not advertise promotions or endorsements.

6. Termination.

- 6.1 Donor hereby acknowledges that the City may terminate this Agreement at any time, and have the right to take one of the following actions: (1) sell the Donation; (2) donate the Donation; or (3) discard or destroy the Donation, or return the Donation to the Donor. However, the manner by which the Donation will be disposed of is solely within the discretion of the City.

7. Indemnification.

- 7.1 Donor shall indemnify, defend, save, and hold harmless the City, its council members, officers, agents, employees, and volunteers from all claims, damages, losses, liabilities, and expenses from or on account of any injuries or damages, received or sustained by any person or persons on account of the Donor's installation of the Donation, the Donor's negligence, or by use of any improper materials or by or on account of any act or omission of the Donor, or the Donor's agents, servants or employees.
- 7.2 Donor shall indemnify, defend, save, and hold harmless the City, its council members, officers, agents, employees, and volunteers from all claims, damages, losses, liabilities, and expenses arising out of the violation of any right or copyright or any federal, state, county or municipal laws, ordinances or regulations by the Donor.
- 7.3 Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of City as set forth in Section 768.28. Florida Statutes or any other provision of law.
- 7.4 The provisions of this section shall survive termination of this Agreement.

8. Notices/Authorized Representatives.

- 8.1 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: Barbara Hernandez
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

For the Donor: Maria Carolina Van Pampus
Van Pampus, Inc.
11433 NW 69th Terrace
Doral, FL 33178

9. Governing Law.

9.1 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 the courts of the 11th Judicial Circuit in and for Miami-Dade County, Florida or in the event of federal jurisdiction the United States District Court for the Southern District of Florida.

10. Entire Agreement/Modification/Amendment.

10.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

10.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

11. Ownership and Access to Records and Audits.

11.1 All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Donor providing services to the City under this Agreement shall be the property of the City.

12. Public Records.

12.1 The Donor shall be required to comply with the following requirements under Florida's Public Records Law:

A. Donor shall keep and maintain public records required by the City in relation to the Donation.

B. Upon request from the City, Donor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Donor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Donor does not transfer the records to the City.

D. Donor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Donor or keep and maintain public records required by the City in relation to the Donation. If the Donor transfers all public records to the City upon completion of the contract, the Donor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Donor keeps and maintains public records upon completion of the contract, the Donor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Donor to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

IF THE DONOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DONOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD

TERRACE, DORAL, FLORIDA 33166.

12.2 The City may cancel this Agreement for refusal by the Donor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

13. Recording.

13.1 Neither this Agreement, nor any notice or memorandum of this Agreement, shall be recorded in the official records of Miami-Dade County, Florida. The Agreement shall be binding upon and benefit the Parties and their successors and authorized assigns.

14. Tax Matters.

14.1 Donor understands that the Donation may enable Donor to claim a deduction for purposes of United States federal income tax, but recognizes that Donor must contact and confer with its own tax attorneys or accountants for matters regarding any entitlement to a tax deduction and/or benefit, if any, record keeping requirements, and limitations on the amount of any tax deduction, as well as related issues. Donor acknowledges that the City makes no statements, representations, or promises as to any federal income tax deduction or any other matter related thereto.

15. Severability.

15.1 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, provided the severance of any term does not result in interest on any Bonds issued to finance the Fields being includable in gross income for federal tax purposes.

16. Compliance with Laws.

16.1 The Donor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Donation.

17. Waiver

17.1 The failure of either party to this Agreement to object to 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 of any future violation, breach, or wrongful conduct.

18. Survival of Provisions

18.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

19. Counterparts

19.1 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.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Donor, whose represents that she is duly authorized to execute same, which is witnessed therein.

Attest:

CITY OF DORAL



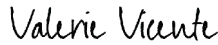
Connie Diaz, City Clerk

By: 

Barbara Hernandez, City Manager

Date: 11/20/2023

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Valerie Vicente
City Attorney

DONOR

Witness:



Signature



Print Name

By: 

Title: President Van Pampus, Inc

Date: 10/24/2023

EXHIBIT A
Donor's Proposal/Description of Donation

Free- Standing Library Proposal

R.E.A.D. PROPOSAL

April 14, 2023

Prepared for:
City of Doral

Presented by:
Carolina Van Pampus
Van Pampus, Inc



R.E.A.D. PROPOSAL

Who created & what is R.E.A.D.?



I'm a "Cuentera", Author of Children's Books and Coach...

I'm committed to bringing families together by writing amazing stories and promoting reading during early childhood. This way families can spend some quality screen-free time.



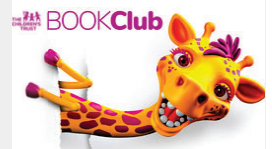
R.E.A.D. is...

A proposal to incorporate free-standing libraries into the parks of the City of Doral. This is a very unique way to facilitate adults' & kids' access to books, and associate reading with fun and quality time.

R.E.A.D. PROPOSAL



Why does our City need this?

YouTube Kids

**Alternatives
to libraries**

In today's lifestyle, parents (or children's caregivers overall) don't have time to go to libraries. They feel overwhelmed, with a lot of responsibilities in their hands and little time available even for kids. But they know the importance and advantages of reading. Therefore, they want children to read.

Also, activities, like reading, and products, like books, are strictly associated with school or homework and not something fun.

R.E.A.D. PROPOSAL



What can we do about it?

WE DO R.E.A.D.!

We bring free-standing libraries to the parks of the City of Doral. It means we do R.E.A.D.:

REACHABLE

Making it easier for parents or caregivers, who want their kids to read for fun, and for kids too...

ENJOYABLE

Associating storybooks with fun, nature, and quality free screen-time for childrens.

ACTIONABLE

Promoting library activities and cultural performances at parks for the entire family.

DEPENDABLE

Transforming the City of Doral into a trustworthy and reliable partner, who look-out for families benefits.

R.E.A.D. PROPOSAL

What about the Free-Standing Library?

We want to inspire kids to get close, to read, and to connect to each other.



- Eco-friendly plastic lumber
- Negligible water absorption
- Corrosion-free
- Pest free
- Easy to clean
- No splintering, cracking, or warping
- Resistant to UV and harsh weather climates
- Made in the U.S.A.

*Instead of using the traditional “free-standing library” model, we can design more modern unique free-standing libraries that are aligned with the style and spirit of the City of Doral. Costs to be determined.

**NOT INSTALLED. Permits and anti-hurricane prevention are to be discussed with the City.



This proposal has been written to promote culture and reading in the City of Doral. We have covered all bases to the best of our knowledge. But we remain open to discussing and improving this proposal to make it a reality.



Thank
You



RESOLUTION No. 23-185

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, ACCEPTING DONATIONS BY CAROLINA VAN PAMPUS (THE R.E.A.D PROJECT, INC.) AND MIAMI DADE COLLEGE WEST FOR “LITTLE FREE LIBRARIES”, TO BE PLACED AT DORAL LEGACY PARK AND TRAILS AND TAILS PARK RESPECTIVIELY; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SEPERATE AGREEMENTS WITH CAROLINA VAN PAMPUS (THE R.E.A.D PROJECT, INC.) AND MIAMI DADE COLLEGE WEST FOR THE ACQUISITION, INSTALLATION, AND MAINTENANCE OF THE LITTLE FREE LIBRARIES ON CITY PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a Little Free Library is a “take a book, share a book” free book exchange that allows the community to access a variety of books; and

WHEREAS, the City of Doral (“City”) Parks & Recreation Department (the “Department”) has previously worked with Boy Scout Troop 552 to install a Little Free Library at Doral Glades Park as part of an eagle scout project, which has been successful; and

WHEREAS, the City has been offered two (2) separate donations of Little Free Libraries by the following individuals/entities to be installed at the below listed City parks:

- Carolina Van Pampus (The R.E.A.D. Project, Inc.) for Doral Legacy Park
- Miami Dade College West for Trails and Tails Park; and

WHEREAS, the City wishes to promote literacy, foster a sense of community, and provide access to books for individuals of all ages, by accepting the aforementioned donations; and

WHEREAS, the Mayor and City Council find that accepting the donations described herein are for the benefit of the City, and authorize the City Manager to enter into separate agreements with Carolina Van Pampus (The R.E.A.D. Project, Inc.) and

Miami Dade College West for the acquisition, installation, and maintenance of Little Free Libraries, to be located at Doral Legacy Park and Trails and Tails Park, respectively.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The donations of Little Free Libraries by Carolina Van Pampus (The R.E.A.D. Project, Inc.) for Doral Legacy Park, and Miami Dade College West for Trails and Tails Park are hereby approved and accepted.

Section 3. Authorization. The City Manager is authorized to enter into separate agreements with Carolina Van Pampus (The R.E.A.D. Project, Inc.), and Miami Dade College West, for the acquisition, installation, and maintenance of Little Free Libraries, to be located at Doral Legacy Park and Trails and Tails Park, respectively, provided the agreement is first approved as to form and legal sufficiency by the City Attorney.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. The Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 18 day of October, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY