

**MONETARY DONATION AGREEMENT
BETWEEN
THE CITY OF DORAL
AND
COMMUNITY-POLICE RELATIONS FOUNDATION, INC**

THIS DONATION AGREEMENT ("Agreement") is made and entered into as of February 27, 2025 (the "Effective Date"), by and between **COMMUNITY-POLICE RELATIONS FOUNDATION, INC.**, whose address is 401 E. Las Olas Blvd., Suite 1400, Fort Lauderdale, FL 33301 (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's Police Department, supports and practices community policing within the City, seeking opportunities to improve the quality of life the City's residents, and increasing public safety through collaboration between police officers and residents, the City's students, and other community members; and

WHEREAS, Donor is appreciative of the services, functions, and activities that the City's Police Department provides residents and visitors, and wishes to support the City's Police Department's efforts to acquire an emotional support dog in furtherance of their community policing program; and

WHEREAS, consequently, Donor desires to contribute to the continued success of the City's Police Department by offering a \$10,000.00 donation to the City for the purpose of supporting the City's Police Department, specifically, for the purchase of an emotional support dog, as well as the associated costs for the care of the dog, including but not limited to its medical care, training, food, and equipment (the "Donation").

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 The term of this Agreement shall commence upon the Effective Date and shall thereafter continue until all required Donations are made by Donor and received and expended by City, as provided herein.

2. Payment of Donation; Purpose of Donation.

- 2.1 Subject to the conditions set forth herein, Donor shall deliver the Donation in the amount of \$10,000.00 to the City.
- 2.2 The City hereby covenants, confirms, and agrees that the Donation will be used and expended by the City solely for the purchase of an

emotional support dog, as well as the associated costs for the care of the dog, including but not limited to its medical care, training, food, and equipment.

3. Acknowledgements.

- 3.1 The Donor will receive an acknowledgement by the City in gratitude acknowledgment of the Donation. Acknowledgment of the Donation will be displayed or advertised by both parties (the City and the Donor). Any acknowledgments displayed, including plaques, will include the Donor logo and the City and Police Department logo.
- 3.2 The City is under no obligation to replace stolen, vandalized, irreparably damaged, or destroyed displays of acknowledgment.
- 3.3 The Donor may advertise the Donation to members and supporters through email, newsletter, and a press release with photos.
- 3.4 The Donor and City of Doral and Doral Police Department may tag each other on social media (Instagram, Facebook, LinkedIn, Twitter, and YouTube).

4. Notices/Authorized Representatives.

- 4.1 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:

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:

Silverman Schermer
401 E. Las Olas Blvd., Suite
1400
Fort Lauderdale, FL 33301

5. Governing Law.

5.1 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.

6. Entire Agreement/Modification/Amendment.

6.1 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.

6.2 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.

7. Public Records.

7.1 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.

- 7.2 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.

8. Recording.

- 8.1 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.

9. Tax Matters.

- 9.1 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.

10. Severability.

10.1 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.

11. Compliance with Laws.

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

12. Waiver

12.1 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.

13. Survival of Provisions

13.1 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.

14. Counterparts

14.1 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.


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


 3/4/2025

Connie Diaz, City Clerk

By:  _____
Zeida Sardiñas, City Manager

Date: 3/4/2025

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

 3/4/2025

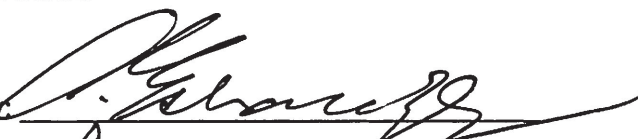
Lorenzo Cobiella, Esq.
Gastesi, Lopez & Mestre, PLLC
City Attorney

DONOR

Witness:

Signature

Print Name

✓ By:  _____
✓ Title: President & CEO.
✓ Date: 2/27/2025