

**DONATION AGREEMENT BETWEEN LEE COUNTY AND  
NORTH FORT MYERS CIVIC ASSOCIATION, INC.**

**THIS AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between LEE COUNTY, a political subdivision and charter county of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902-0398, (hereinafter COUNTY) and NORTH FORT MYERS CIVIC ASSOCIATION, INC., a Florida 501(c)(3) not-for-profit corporation whose mailing address is PO Box 3920, North Fort Myers, Florida 33918, (hereinafter NFM CIVIC ASSOCIATION).

**WHEREAS**, the COUNTY and the NORTH FORT MYERS CIVIC ASSOCIATION, INC. are mutually interested in promoting programs that are beneficial for youth, their families and the community; and

**WHEREAS**, the NORTH FORT MYERS CIVIC ASSOCIATION, INC. recognizes 4-H and FFA (Future Farmers of America) in their efforts to help develop and teach young people positive life skills while simultaneously promoting leadership in agriculture; and

**WHEREAS**, the NORTH FORT MYERS CIVIC ASSOCIATION, INC., desires to make a monetary donation to LEE COUNTY to enhance and add amenities to be used towards the purchase of a livestock scale that will benefit the participants of 4-H and FFA in preparation for and during the SWFL Ag Expo.; and

**WHEREAS**, the NORTH FORT MYERS CIVIC ASSOCIATION, INC., and the COUNTY are desirous of memorializing the terms and conditions of the above-referenced donation in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the NORTH FORT MYERS CIVIC ASSOCIATION, INC., and the COUNTY here by agrees as follows:

TERMS

1. RECITALS: The above recitals are true and correct and are hereby incorporated into this Agreement as though fully set forth below.

2. DONATION FROM NORTH FORT MYERS CIVIC ASSOCIATION, INC.: NFM CIVIC ASSOCIATION, agree to the following:

- A. NFM CIVIC ASSOCIATION hereby donates \$10,000.00 (Ten Thousand and no/100) to the COUNTY to be used towards the purchase of a livestock scale for the Lee Civic Center Complex primarily for the SWFL Ag Expo to benefit the participants of 4-H and FFA. The total cost of the prospective scale is \$16,050.00.
- B. The monetary donation will be made to the COUNTY and deposited to be used towards the purchase of a livestock scale upon approval of the agreement by the Board of County Commissioners.

- C. NFM CIVIC ASSOCIATION agrees and acknowledges that the above donation and the COUNTY'S acceptance of same does not convey, vest or provide any ownership rights of the livestock scale, nor do the donations convey, vest or provide control over programming or use of the livestock scale. NFM CIVIC ASSOCIATION agrees that all ownership rights as well as control and use of livestock scale remain with the COUNTY.
3. OBLIGATIONS OF COUNTY: The COUNTY hereby agrees to the following:
- A. Upon receiving authorization from the Board of County Commissioners to accept the donation, the COUNTY agrees to pursue obtaining any and all permits as necessary for the enhancements.
  - B. The COUNTY agrees it will maintain the enhancements and all general park amenities within the Community Park.
  - C. The Parties agree and acknowledge that the livestock scale will be the property of the COUNTY and used for purposes that would benefit 4-H and FFA participants.
4. LIABILITY: NORTH FORT MYERS CIVIC ASSOCIATION, INC., shall defend, indemnify and hold harmless the COUNTY from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and or injury to property or persons, including without limitation wrongful death.
5. AUTHORITY TO ENTER AGREEMENT: Each Party warrants that the individuals who have signed this agreement have the legal power, right and authority to make this agreement and bind each respective party.
6. AMENDMENT: No supplement, modification or amendment of this agreement, shall be binding unless executed in writing and signed by both parties.
7. APPLICABLE LAW AND JURISDICTION: This Donation Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida and without regard to its conflict of laws principles. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
8. ENTIRE AGREEMENT: This agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral and written statements or agreements between the Parties related to such matters.

**NOW THEREFORE BE IT RESOLVED**, LEE COUNTY and NORTH FORT MYERS CIVIC ASSOCIATION, INC. agree to the foregoing terms and conditions and have caused this Donation Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

**NORTH FORT MYERS CIVIC ASSOCIATION, INC.**

**Witnesses:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_

Toni K Hill

Date: \_\_\_\_\_

ATTEST: KEVIN C. KARNES  
CLERK OF COURTS

\_\_\_\_\_  
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA**

BY: \_\_\_\_\_

Mike Greenwell, Chairman

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

\_\_\_\_\_  
Lee County Attorney's Office