

**TERMINATION  
OF AGREEMENT**

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between CITY OF POMPANO BEACH, FLORIDA, hereinafter referred to as CITY, and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, hereinafter referred to as BOARD.

**WITNESSETH:**

**WHEREAS**, an Agreement for use of CITY's parking facilities between CITY and BOARD was executed on or about May 21, 2002, and a copy of said agreement is attached hereto and made a part hereof as hereinafter referred to as "Agreement", and

**WHEREAS**, both CITY and BOARD have agreed to terminate said Agreement.

**NOW, THEREFORE**, in consideration of the premises, the parties agree as follows:

The parties agree that the said Agreement executed by CITY and BOARD be and the same terminated effective the date of this agreement and of no further force and effect.

The CITY does hereby release, cancel, forgive and forever discharge BOARD and its directors, principals, employees, administrators, successors and assigns, from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the performance of duties under the Agreement by BOARD for CITY and does specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

BOARD does hereby release, cancel, forgive and forever discharge CITY and its directors, principals, employees, administrators, successors and assigns from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the performance of services under the Agreement by CITY for BOARD and does specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Release.

The provisions of this Agreement must be read as a whole and are not severable and/or separately enforceable by either party hereto.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, the day and year first above written.

**CITY:**

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Keith Chadwell, City Manager

Attest:

\_\_\_\_\_  
Mary L. Chambers, City Clerk

(SEAL)

Approved by:

\_\_\_\_\_  
Gordon B. Linn, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by LAMAR FISHER as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by KEITH CHADWELL as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**BOARD:**

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Robin Bartleman, Chair

\_\_\_\_\_  
James F. Notter, Superintendent of  
Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
School Board Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by Robin Bartleman, as Chair of The School Board of Broward County, Florida. She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by James F. Notter as Superintendent of Schools. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

GBL/jrm  
7/2/08  
l:agr/2008-1420