

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 8/19/08	Open Agenda __Yes <u>X</u> No	Agenda Item Number J-3
	Time Certain Request __Yes <u>X</u> No	

TITLE:
 Termination of Agreement between The School Board of Broward County, Florida and the City of Pompano Beach

REQUESTED ACTION:
 Approve the Termination of an Agreement between the School Board of Broward County, Florida and the City of Pompano Beach regarding off-site parking for the Dave Thomas East Center.

SUMMARY EXPLANATION AND BACKGROUND:
 This Agreement gives the School Board the right to use thirty (30) parking spaces at Pompano Beach City Hall as overflow parking for the Dave Thomas East Center. The Center does not use the parking spaces. The City has entered into an Agreement with the County Commission to build a new regional library adjacent to City Hall. The site, however, cannot accommodate the required number of parking spaces. The City and County have requested the School Board to relinquish its right to the thirty (30) spaces at City Hall.
 The School Board attorney has approved this agreement as to form and legal content.

SCHOOL BOARD GOALS:

- Goal One: Raise achievement of all students to ensure graduation from high school and readiness for post-secondary education.
- Goal Two: Improve the health and wellness of students and personnel.
- Goal Three: Provide a safe and secure physical and technological environment for all students and employees.
- Goal Four: Promote innovation which focuses on best practices and quality efforts that improve our best-in-class position.
- Goal Five: Recruit, develop, retain, and recognize high performing and diverse faculty and personnel.
- Goal Six: Build strong partnerships with family, business, community and government at the classroom, school, area, and district level.
- Goal Seven: Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs.


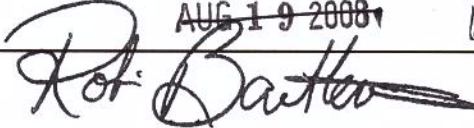
FINANCIAL IMPACT:
 There is no financial impact to the district; therefore this item does not require a Collaboration Form.

EXHIBITS: (List)
 1. Termination Agreement

BOARD ACTION: <div style="text-align: center; font-size: 1.5em; font-weight: bold; margin: 10px 0;">APPROVED</div> <small>(For Official School Board Records' Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION: Michael Garretson Deputy Superintendent (754) 321-1510 <small>Name Phone</small>
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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Michael Garretson, Deputy Superintendent
Facilities & Construction Management Division

Approved in Open Board Meeting on:



 AUG 19 2008 AUG 27 2008
 School Board Chair

**TERMINATION
OF AGREEMENT**

THIS AGREEMENT made and entered into this 27th day of August, 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.

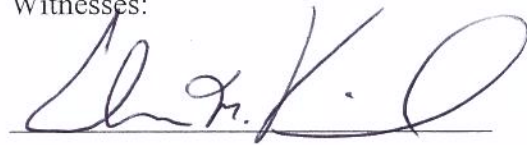
BOARD does hereby release, cancel, forgive and forever discharge CITY and its directors, principals, employees, administrators, successors and assigns from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or 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

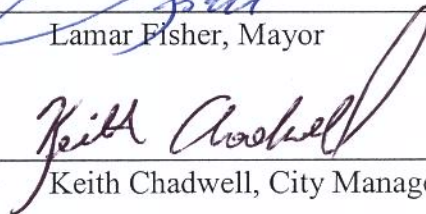
By:



Lamar Fisher, Mayor

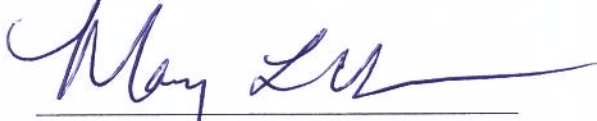


By:



Keith Chadwell, City Manager

Attest:



Mary L. Chambers, City Clerk

(SEAL)

Approved by:

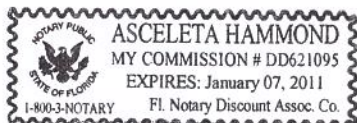


Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of July, 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:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

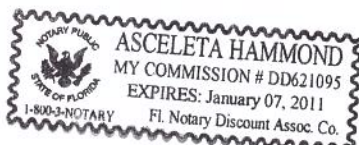
Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of July, 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:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

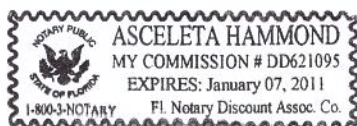
Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of July, 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:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

BOARD:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By [Signature]
Robin Bartleman, Chair

ATTEST:

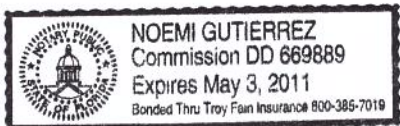
[Signature]
James F. Notter, Superintendent of Schools

Approved as to Form and Legal Content:
[Signature]
School Board Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of August, 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:

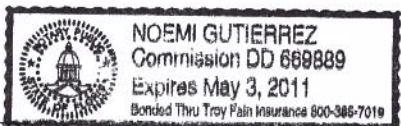


[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
NOEMI GUTIERREZ
(Name of Acknowledger Typed, Printed or Stamped)
DD 669889
Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of August, 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:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
NOEMI GUTIERREZ
DD 669889
Commission Number

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