



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: August 1, 2019

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Alex Feinman, Leasing Program Manager *AF*
Real Estate Management Division

CONTACT PERSON: **Paul Sladek, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Termination of Denton Johnson Center Lease Agreement by and between Town of Eatonville, Florida and Orange County, Florida

PROJECT: Denton Johnson Center (Head Start)
400 Ruffel Street, Eatonville, Florida 32751
Lease File #10053

District 2

PURPOSE: To terminate the lease agreement that provided office and classroom space for the operation of a Head Start program at the Denton Johnson Center.

ITEM: Termination of Denton Johnson Center Lease Agreement

APPROVALS: Real Estate Management Division
County Attorney's Office
Head Start Division

REMARKS:

Town of Eatonville (Town) and County entered into that certain Denton Johnson Center Lease Agreement approved by the Board on May 11, 2010 (Lease) that provides for a Head Start program (Program) to operate out of the Town's Denton Johnson Center.

Starting with the 2019-2020 school year, Head Start has decided to relocate the Program. In order to maintain a presence in the Eatonville community, the Program is being relocated to Hungerford Elementary School, which offers state-of-the-art facilities with technology for 21st century learning and exception security for the children.

This Termination of Denton Johnson Center Lease Agreement terminates the Lease effective upon counter-execution by County.

AUG 20 2019

TERMINATION OF DENTON JOHNSON CENTER LEASE AGREEMENT

THIS TERMINATION OF DENTON JOHNSON CENTER LEASE AGREEMENT (this “**Termination Agreement**”) is made effective as of the date last executed below (the “**Termination Date**”) and entered into by and between the TOWN OF EATONVILLE, FLORIDA, a municipal corporation existing under the laws of the State of Florida (“**Town**”), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**County**”).

RECITALS:

- A. Town and County entered into that certain “Denton Johnson Center Lease Agreement” approved by the Orange County Board of County Commissioners on May 11, 2010 (the “**Lease**”).
- B. Pursuant to the Lease, County has operated a Head Start Program at the Denton Johnson Center, serving over 1,000 children from the Eatonville community, helping them to acquire critical preschool skills in order to achieve future academic success.
- C. In order to maintain a presence in the Eatonville community, County has decided to relocate the program to Hungerford Elementary School.
- D. Town and County have agreed to terminate and cancel the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and County agree as follows:

- 1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. Definitions. Defined (capitalized) terms used herein, but not defined herein, shall

have the meanings given to such terms by the Lease.

3. Termination. Upon the Termination Date, the Lease shall terminate and be of no further force or effect. Notwithstanding anything in the Lease to the contrary, including provisions that state that certain matters shall survive termination of the Lease, the effect of termination shall forever release Town and County from any liabilities or obligations under the Lease whether arising prior to or after the Termination Date.

4. Release by Town. To the fullest extent permitted by law, Town hereby releases County, its officials, agents, representatives, employees, contractors, subcontractors, affiliates, and attorneys, both present and past, from and against any and all claims, suits, judgements, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising out of or caused by any act or omission of County, its agents, invitees, or contractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, except for claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising from the negligence or intentional acts of County, its employees, agents, or independent contractors. This provision shall survive the termination of the Lease.

5. Release by County. To the fullest extent permitted by law, County hereby releases Town, its officers, directors, shareholders, agents, representatives, employees, contractors, subcontractors, affiliates, and attorneys, both present and past, from and against any and all claims, suits, judgements, demands, liabilities, damages, costs, and expenses (including attorney's fees) of any kind or nature whatsoever arising out of or caused by any act or omission of Town, its agents, invitees, or contractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, except for claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising from the negligence or intentional acts of Town, its employees, agents, or independent contractors. This provision shall survive the termination of the Lease.

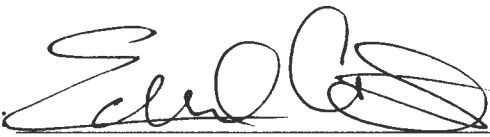
6. Counterparts. This Termination Agreement may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

(signature pages follow)

Project: Denton Johnson Center (Head Start)
Lease File #10053

IN WITNESS WHEREOF, Town and County have caused this "Termination of Denton Johnson Center Lease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Termination Date.

"Town"
TOWN OF EATONVILLE, FLORIDA,
a municipal corporation existing under the laws of
the State of Florida

By:  _____

Mayor

Date: 7/19/19

ATTEST

By:  _____

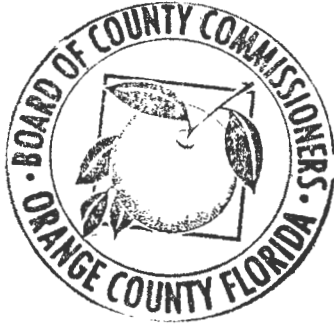
Title: Town Clerk

Project: Denton Johnson Center (Head Start)
Lease File #10053

IN WITNESS WHEREOF, Town and County have caused this "Termination of Denton Johnson Center Lease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Termination Date.

"County"
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*
JLD
Jerry L. Demings
Orange County Mayor

Date: *20 Aug 19*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk to the Board of County Commissioners

By: *Jessica Vaupel*
for Deputy Clerk

Printed Name: Jessica Vaupel

Date: AUG 20 2019