

RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

THIS RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT ("Release") is made and entered into as of the Effective Date (hereinafter defined), by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporate body existing under the laws and constitution of the State of Florida with its principal offices at 445 West Amelia Street, Orlando, Florida 32801 ("School Board"), and **CITY OF ORLANDO, FLORIDA**, a municipal corporation, with its principal offices at 400 South Orange Avenue, Orlando, Florida 32806 ("City"). School Board and City shall be referred to collectively as the "Parties."

R E C I T A L S

WHEREAS, the School Board, City, and Orlando NTC Partners ("Partners") originally entered into that certain Tri-Party School Site Sale/Donation, Development and Operating Agreement dated effective July 19, 2001 ("Agreement") governing the operation and management of the School Related Park Improvements, as defined in the Agreement, adjacent to Glenridge Middle School;

WHEREAS, pursuant to Sections 5.1 and 5.2 of the Agreement, the School Board was obligated to pay the City a capital contribution in the amount of Eight and No/100 Dollars per linear foot for fencing improvements ("Fencing Payment") and certain maintenance payments in quarterly installments since the completion of the construction and installation of the School Related Park Improvements in exchange for the City's construction of and the School Board's use of the School Related Park Improvements ("Maintenance Payment");

WHEREAS, School Board and City disagree regarding the maintenance and payment obligations of the City and School Board, respectively, pursuant to the Agreement;

WHEREAS, the School Related Park Improvements are in need of certain repairs and capital improvements, including, without limitation, restriping the track and resodding the multi-purpose field located within the School Related Park Improvements and installation of fencing around the School Related Park Improvements (collectively, the "Remedial Actions");

WHEREAS, the Parties are desirous of compromising and settling any and all potential claims arising out of the aforementioned Agreement, including any and all claims by the City against School Board related to the Maintenance Payment and Fencing Payment and any and all claims by the School Board against the City related to the maintenance obligations of the School Related Park Improvements;

WHEREAS, School Board, its officers, employees, agents, servants, associates or assigns, jointly and severally, have tendered an offer of settlement to City, whereby the School Board will pay to the City an amount equal to Seventy- Four Thousand Eight Hundred Twenty-One and No/100 Dollars (\$74,821.00) ("Settlement Payment") in full and complete compromise and settlement of any and all claims which City has, or which any person claiming by or through it, may have against the School Board or its officers, employees, agents, servants, associates or assigns, jointly and severally, arising out of the Agreement and the School's use or occupancy of the School Related Park Improvements since August 1, 2003, including, but not limited to, any claim, demand or right asserted within or which could have been or could be asserted against School Board, through the Effective Date hereof; and

WHEREAS, in an effort to resolve this dispute and avoid the costs associated with litigation, City has agreed to accept the Settlement Payment, complete the Remedial Actions, and release School Board in accordance with the terms and conditions set forth in this Release in compromise and settlement of any and all claims in any way arising out of City and School Board's joint use of the Park Related

School Improvements for the period commencing _____, 2003 with the opening of Glenridge Middle School through the Effective Date hereof, whether now known or contemplated, which it has or may have against School Board, or any employee, officer, representative, agent or appointee of the City and has agreed to forego any said action and to execute this Release.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS in consideration of the covenants, promises, and obligations of the Parties as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Release and Acceptance of Settlement Amount.** For and in consideration of the obligations and covenants above, the sufficiency of which is acknowledged, upon the full payment of the Settlement Payment from School Board to City, City waives any and all rights, interests and claims against School Board related to the Maintenance Payment and Fencing Payment and does hereby remise, release and forever discharge School Board and its officers, employees, agents, servants, associates or assigns of and from any and all manners of action and actions, cause and causes of action, suits, administrative proceedings, sums of money, trespasses, agreements, contracts, torts, judgments, fees, interest, costs of litigation, controversies, damages, claims and demands whatsoever, in law or in equity, whether direct or indirect, against the said School Board and any representative, employee, officer, agent or appointee of School Board, City ever had, now has, or which it or its personal representatives, or assigns hereafter can, shall or may have for, upon or by any reason related to the Fencing Payment, Maintenance Payment, or otherwise arising out of School Board's use of the School Related Park Improvements and any payment obligations related to the construction, installation or maintenance of the School Related Park Improvements, and by reason of any other matter, cause or thing whatsoever from the beginning of this world to the day and Effective Date hereof. City does hereby further agree to hold harmless School Board, its officers, employees, agents, servants, associates or assigns from any and every claim or demand, lien, known or unknown to either party hereto, of every kind of character which may ever be asserted by any reason related to the Fencing Payment, Maintenance Payment, or otherwise arising out of School Board's use of the School Related Park Improvements and any payment obligations related to the construction, installation or maintenance of the School Related Park Improvements.

2. **Entire Agreement.** This Release constitutes a single, integrated, written contract, expressing the entire agreement between the Parties with respect to the subject matter hereof and cannot be amended, supplemented, or changed in any respect, except by a written instrument signed by all of the Parties hereto. This Release supersedes all prior negotiations, understandings, agreements or representations, written or verbal, by or between the Parties with respect to the subject matter hereof. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties declare and represent that no promise, inducement or agreement not herein expressed has been made to the School Board and that this Release contains the entire agreement between the parties hereto and that the terms hereof are contractual and not a mere recital.

3. **Interpretation.** City acknowledges and expressly assumes the risk of any and all claims for damages which exist as of this date or of which it does not know, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect its decision to enter into this Release, and agrees that any doubts or ambiguities in this Release shall be construed in favor of the School Board and its privies.

4. **Authority.** City acknowledges and agrees that it has the right and authority to execute this Release and receive the Settlement Payment, and acknowledges it has had the opportunity to consult with legal counsel, experts, and its representatives and enters into this agreement voluntarily.

5. **Applicable Law.** This Release, in all respects, shall be interpreted, enforced and

governed by and under the laws of the State of Florida without regard to conflicts of law principles. Venue shall be in Orange County, Florida.

6. **Severability.** If any portion of this Release shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision contained in this Release, and instead, this Release shall be construed as if such invalid or unenforceable provision had never been contained therein.

7. **Enforceability.** Each Party shall have the right to specifically enforce the Release, except for provisions which subsequently may be held invalid or unenforceable.

8. **Advice of Counsel.** The Parties acknowledge that they have had the advice of their respective counsel in reviewing this Release and further acknowledge that they enter into this Release of their own free and voluntary act and are under no duress or undue influence, with a full understanding of and in agreement with all terms contained herein.

9. **Binding Effect.** All of the terms of this Release are contractual, including those terms contained in the Recitals section of this Release. The Release shall be binding upon and shall inure to the benefit of the Parties and their respective predecessors, subsidiaries, parents, officers, directors, managers, employees, partners, shareholders, agents, attorneys, representatives, and assigns of the same.

10. **Headings.** The paragraph headings contained in this Release are for convenience only and shall not be used to construe the meaning or interpretation of any provision of this Release.

11. **Attorneys' Fees.** In the event that any Party to this Release asserts a claim for breach of this Release or seeks to enforce its terms, the prevailing party in any such proceeding shall be entitled to recover costs and reasonable attorneys' fees.

12. **Execution of Counterparts.** This Release may be executed in one or more duplicate originals or counterparts delivered electronically, by facsimile, or otherwise, each such duplicate or counterpart shall be deemed to be an original for all purposes, and all of which together shall constitute one and the same instrument.

13. **Effective Date.** The effective date of this Release shall be the date upon which the last of the parties hereto executes this Release ("Effective Date").

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have entered into this Release as of the Effective Date.

WITNESSES:

CITY OF ORLANDO, FLORIDA, a
municipal corporation existing under the
laws of the State of Florida

Print Name: _____

By: _____
Buddy Dyer, Mayor

Print Name: _____

Dated: _____, 2015.

Print Name: _____

Attest: _____

Print Name: _____
City Clerk

Print Name: _____

Approved as to form and legality for the use and
reliance of the City of Orlando, Florida, only.

Name: _____
City Attorney

Dated: _____, 2015.

WITNESSES:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

Print Name: _____

Print Name: _____

By: _____
Barbara M. Jenkins, as its
Secretary and Superintendent

Dated: _____

STATE OF FLORIDA)

) s.s.:

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Barbara M. Jenkins as Superintendent and Secretary of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. She is personally known to me or had produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public
Print Name: _____
Commission No: _____
My Commission Expires: _____

Reviewed and approved by Orange County
Public School's Chief Facilities Officer

Approved as to form and legality by legal
counsel to The School Board of Orange
County, Florida, exclusively for its use and
reliance.

John T. Morris
Chief Facilities Officer

Laura L. Kelly, Esquire

Dated: _____, 2015

Dated: _____, 2015