

14. **Approve the mutual termination of RFP-4113-A-01/BJC – Midway Community Center Non-Residential Lease and Agreement for Management and Operation with Eagles Landing Enterprise, Inc., Sanford (Lease of the building for \$1.00 per year).**

RFP-4113-A-01/BJC provided for the promotion of the community recreational activities and supported activities such as the provision of teenager and senior citizen programs including vocational education. Due to budgetary constraints, Eagles Landing Enterprise, Inc. will vacate the building on May 31, 2003 and staff will issue a new RFP for the occupancy of the building.

Administrative Services/Support Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to authorize the Chairman to execute the mutual termination agreement as prepared by the County Attorney's office.



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EAGLES LANDING ENTERPRISE, INC.

"But they that wait upon the Lord shall renew their strength; they shall mount up with wings as eagles; they shall run and not be weary, and they shall walk and not faint." (Isa. 40:31)

May 12, 2003

Angi Thompson
Seminole County Government
Bush Avenue
Sanford, Florida

Mrs. Thompson:

I regret this decision that I must make at this time. I must terminate my agreement with Seminole County Government. I truly believe that I can make a difference in the lives of the children and adults in the Midway Community; unfortunately, I am unable to fulfill this desire at this time. I respect you so much and I know that you have very high standards like the ones that I have set for Eagles Landing Enterprise, Inc.

It is very difficult for Eagles Landing Enterprise, Inc. to fulfill its expectations for the Midway Community without financial assistance. I have applied for various grants, but have been unsuccessful in securing any because the agencies would like for me to have some financial backing before they release any financial assistance to Eagles Landing Enterprise, Inc. There is a burning desire in my soul that the company could be successful if I had the time and financial resources to meet my obligations. I have so many programs that could be useful to the residents of the Midway Community, but it is a struggle because it is difficult to pay the basic bills without any finances.

I will have all the appliances cleaned, and the inside repaired by May 31, 2003. If you have any suggestions for the future, please let me be the first to know.

Sincerely,

Bennie Shaw

"A Community Service Organization"
P.O. Box 2542 * Sanford, Florida 32772 * Phone & Fax (407) 322-1501
bsblshaw@aol.com

MUTUAL TERMINATION OF MIDWAY COMMUNITY CENTER NON-RESIDENTIAL LEASE AND AGREEMENT FOR MANAGEMENT AND OPERATION (RFP-4113-A-01/BJC)

THIS MUTUAL TERMINATION of Lease and Agreement is made and entered into this _____ day of _____, 20__, by and between **EAGLES LANDING ENTERPRISE**, whose mailing address is Post Office Box 2542, Sanford, Florida 32772-2542, hereinafter called the "TENANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, on September 18, 2001, the parties executed the Midway Community Center Non-Residential Lease And Agreement For Management And Operation (RFP-4113-A-01/BJC); and

WHEREAS, the parties deem termination of their Lease and Agreement to be in their mutual best interests at this time,

NOW, THEREFORE,

1. The TENANT and the COUNTY hereby agree that the Midway Community Center Non-Residential Lease And Agreement For Management And Operation (RFP-4113-A-01/BJC) dated September 18, 2001 is hereby terminated.

2. The parties agree that no payments or services are due each other pursuant to the terms of the Lease and Agreement.

3. This Termination shall be effective as of May 31, 2003, notwithstanding the date the parties executed this document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

EAGLE LANDING ENTERPRISES

Witness

By: _____
BERNIE L. SHAW, President

Witness

Date: _____

(CORPORATE SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney
AC/lpk
11/13/02 5/15/03
term rfp-4113