

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is entered into this \_\_\_\_ day of October, 2015, by and between The School Board of Broward County, Florida (the "School Board") and DeRose Design Consultants, Inc. ("DeRose").

### **Witnesseth**

**WHEREAS**, the School Board and DeRose entered into a Mechanical Engineering "Professional Services Agreement," dated May 2, 2000 and a Structural Engineering "Professional Services Agreement," dated May 16, 2000, pursuant to which DeRose agreed to provide those architectural, engineering and other professional design services, as further defined in the Professional Services Agreements, for the Twin Lakes Administration Center, Project No.: 9387-22-01 and Silver Lakes Middle School, Project No.: 2971-94-50 (the "Projects"); and

**WHEREAS**, disputes have arisen between the School Board and DeRose regarding the Agreement and the Projects; and

**WHEREAS**, the School Board filed a lawsuit against DeRose in a case styled The School Board of Broward County, Florida v. DeRose Design Consultants, Inc., f/k/a DeRose & Slopey Consulting Engineers, Inc.: Case No.: 0729240 CACE (07) in the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida (the "Lawsuit"); and

**WHEREAS**, the parties have agreed to resolve the School Board's claims in the Lawsuit; and

**WHEREAS**, counsel and staff of the School Board recommend resolving the School

Board's pending claims against DeRose involving the Project in accordance with the terms set forth below.

**NOW THEREFORE**, the parties hereto, intending to be legally bound hereby, in consideration of the mutual covenants and conditions set forth herein, receipt and sufficiency of which consideration are hereby acknowledged, it is agreed, by and between the parties, as follows:

1. **Recitals.** The recitals contained herein are true and correct and are incorporated herein by reference.

2. **Settlement Amount.** DeRose shall pay to the order of "The School Board of Broward County, Florida" the sum of Five Hundred Thousand Dollars (\$500,000), and deliver such payment by wire to counsel for the School Board within forty five (45) days of the School Board's execution of the Agreement. The payment in this paragraph shall be made by wire transfer to the following account:

**Wells Fargo NA  
303 Banyon Blvd.  
West Palm Beach, Florida 33401  
ABA Routing Number:121000248  
Customer: F. Malcolm Cunningham, Jr., P.A. Trust Account  
Account Number: 2155 0011 36444**

3. **School Board's Release.** Conditioned upon the performance of the obligations set forth above in paragraph 2, the School Board shall execute form of release for DeRose in the form attached hereto as Exhibit "A."

4. **DeRose's Release.** The release to be executed by DeRose for the School Board shall be in the form attached hereto as Exhibit "B." DeRose shall execute release

along with Agreement in triplicate and provide same to counsel for the School Board for presentation to the School Board upon the Board's consideration of the Agreement.

5. **Default in Payment.** If DeRose defaults by failing to make the payment required in paragraph 2 on or before the due date, School Board shall be entitled to judgment against DeRose in the amount of \$2,097,133.87, plus costs after written application to the court without notice.

6. **Joint Stipulation and Order of Dismissal.** Within ten (10) days of the performance of the obligations set forth above in paragraphs 2, 3 and 4, the parties shall execute and file a Joint Stipulation for Entry of an Order of Dismissal with Prejudice of the Lawsuit, reflecting that each party shall bear its own costs and attorney's fees. (A true and correct copy of the form for the Joint Stipulation and Order of Dismissal with Prejudice is attached hereto as Composite Exhibit "C").

7. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida, without regard to its conflict of laws principles, except to the extent federal law provides the rule of decision. The provisions of the *Florida Rules of Civil Procedure* dealing with computation of time shall control the calculation of the beginning or ending of any period referenced in this Agreement.

8. **Representation by Counsel.** Each of the parties represents that it has read and understands the provisions of this Agreement, and has had the opportunity to receive advice from independent counsel of its own choice. For the purpose of resolving any disputes arising out of this Agreement, the Agreement shall be deemed to have been drafted by each of the parties, neither of which may assert that it should be construed

against the other.

9. **Authorization to Execute**. The persons executing this Agreement on behalf of the respective parties represent and warrant that they are authorized to execute this Agreement and bind their respective party.

10. **Intended Beneficiaries**. This Agreement is intended for the sole benefit of the parties named herein and shall not inure to the benefit of any persons not specifically named herein.

11. **Execution in Counterparts**. This Agreement may be signed in counterparts, of which together constitute one Agreement. Facsimile signatures shall be permitted and binding.

IN WITNESS WHEREFORE, the parties having set forth their duly authorized signatures on the following dates:

Executed the 12<sup>th</sup> day of OCTOBER, 2015.

DeRose Design Consultants, Inc.

By: 

Print: Lawrence DeRose

Title: Sr. V.P.

ATTEST:

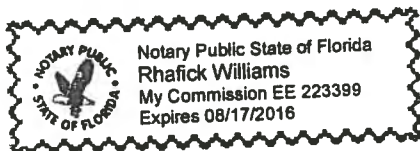
  
Name: MAREK SOLISK

State of FLORIDA )  
County of BROWARD ) ss:

**BEFORE ME**, the undersigned authority, personally appeared Lawrence DeRose,  
as Sr. U.P. of **DeRose Design Consultants, Inc.**, to me known to  
be the person described in and who executed the foregoing instrument and acknowledged before  
me that he executed the same freely and voluntarily for the purposes expressed.

**IN WITNESS WHEREOF**, I have hereunto affixed my hand and official seal in the County  
and State last aforesaid this 12<sup>th</sup> day of October, 2015.

(Seal)



[Signature]  
Notary Public, State of FLORIDA  
Name: RHAICK WILLIAMS  
My Commission Expires: 08/17/2016

**FOR SBBC**

Executed the \_\_\_\_ day of \_\_\_\_\_, 2015.

**(Corporate Seal)**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of  
Schools

Approved as to Form and Legal Content:



F. Malcolm Cunningham, Jr., Esq.  
As Cadre Counsel for The School Board of  
Broward County, Florida



School Board Attorney

## GENERAL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS that DEROSE DESIGN CONSULTANT'S, INC. ("DEROSE"), for their insurers, consultants and their respective successors, assigns, corporate affiliates, subsidiaries, parent corporations, officers, directors, shareholders, employees, agents, partners, representatives, attorneys, and personal representatives, for and in consideration of the sum of TEN (\$10.00) Dollars and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby remises, releases, acquits, satisfies and forever discharges THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (the "School Board") and its respective successors, assigns, corporate affiliates, subsidiaries, parent corporations, Board members, officers, shareholders, employees, agents, partners, representatives, attorneys and personal representatives, of and from any and all actions, causes of action, suits, claims, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, and demands whatsoever, in law or in equity, which DEROSE its successors, directors, insurer, assigns, employees, agents, representatives, attorneys and personal representatives had or now have for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents relating to all matters, actions, causes of action, claims, and damages arising out of, raised in, that could have been raised in, concerning, referring or relating to the litigation styled: *The School Board of Broward County, Florida v. DeRose Design Consultants, Inc., f/k/a DeRose & Slopey Consulting Engineers, Inc.*: Case No.: 07-029240 CACE (17) in the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida arising out of DEROSE's obligations under any and all contract with School Board regarding the Twin Lakes Administration Center, Project No.: 9387-22-01 and Silver Lakes Middle School, Project No.: 2971-94-50 (the "Projects").

DEROSE DESIGN CONSULTANT'S, INC.

By: 

Print Name: Lawrence DeRose

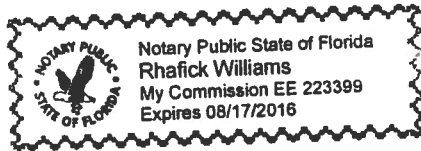
Title: Sr. V.P.

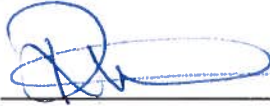
State of FLORIDA )  
 ) ss:  
County of BROWARD )

BEFORE ME, the undersigned authority, personally appeared Lawrence DeRose, as Sr. V.P. of Derose Design Consultant's, Inc. , to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the purposes expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal in the County and State last aforesaid this 12 day of October, 2015.

(Seal)



  
Notary Public, State of Florida  
Name: Rhafick Williams  
My Commission Expires: 08/17/2016