

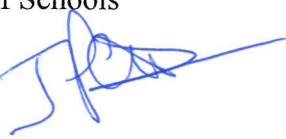
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
OFFICE OF THE GENERAL COUNSEL

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J. PAUL CARLAND, II  
GENERAL COUNSEL

**MEMORANDUM**

**TO:** Donna P. Korn, Chair  
All School Board Members  
Robert W. Runcie, Superintendent of Schools

**FROM:** J. Paul Carland, II, General Counsel 

**DATE:** November 2, 2015

**SUBJECT:** **Revision to HH-1, Settlement Agreement between The School Board of Broward County, Florida and DeRose Design Consultants, Inc. for the November 3, 2015 Regular School Board Meeting**

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Attached is a revision for HH-1, Settlement Agreement between The School Board of Broward County, Florida and DeRose Design Consultants, Inc. for the November 3, 2015 Regular School Board Meeting.

The School Board's Release, identified in paragraph three of the Settlement Agreement as Exhibit "A" is attached. DeRose's Release, identified in the Settlement Agreement as Exhibit "B" was included when posted.

JPC/TCC:jcf  
Enclosure

C: Thomas C. Cooney, Esq., Assistant General Counsel  
F. Malcolm Cunningham, Jr., Esq.  
Senior Leadership Team

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## GENERAL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS that THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, (the "School Board"), 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 DEROSE DESIGN CONSULTANTS, INC. ("DeRose"), its insurer, its consultants, and their respective successors, assigns, corporate affiliates, subsidiaries, parent corporations, directors, 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 the School Board, its successors, 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, asserted in, that could have been asserted in, concerning, referring or relating to *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 (07) 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 contracts 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"), with the exception of the following continuing obligation:

1. The payment of \$500,000.00 to the School Board in accordance with the terms of the "Settlement Agreement," executed November 3, 2015.

### FOR SBBC

(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:

  
\_\_\_\_\_  
School Board Attorney