

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into this ____ day of _____, 2016, by and between The School Board of Broward County, Florida (the "School Board") and Saltz Michelson Architects, Inc. ("SMA").

Witnesseth

WHEREAS, the School Board and SMA entered into a "Professional Services Agreement," dated May 4, 1999, pursuant to which SMA agreed to provide those architectural, engineering and other professional design services, as further defined in the Agreement, for the North Andrews Gardens Elementary School, Project No.: 0521-95-01 (the "Project"); and

WHEREAS, disputes have arisen between the School Board and SMA regarding the Agreement and the Project; and

WHEREAS, the School Board filed suit against SMA in a case styled The School Board of Broward County, Florida v. Saltz Michelson Architects, Inc.: Case No.: CACE 08-53338 CA 02 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 SMA 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**. SMA shall pay to the order of "The School Board of Broward County, Florida" the sum of One Million Five Hundred and Sixty Thousand Dollars (\$1,560,000), and deliver such payment to counsel for the School Board within fifteen (15) days of receiving notice of the School Board's approval and execution of this Agreement.

3. **Mutual Releases**. Conditioned upon the performance of the obligations set forth above in paragraph 2, the parties shall exchange mutual releases. The form of release to be executed by the School Board for SMA shall be in the form attached hereto as Exhibit "A." The form of release to be executed by SMA for the School Board shall be in the form attached hereto as Exhibit "B."

4. **Joint Stipulation and Order of Dismissal**. Within ten (10) days of the performance of the obligations set forth above in paragraphs 2 and 3, 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 Joint Stipulation and Order of Dismissal with Prejudice are attached hereto as Composite Exhibit "C").

5. **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.

6. **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 whom may assert that it should be construed against the other.

7. **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.

8. **Intended Beneficiaries.** This Agreement is intended for the sole benefit of the parties named herein and included in the releases attached hereto and shall not inure to the benefit of any other persons or entities not specifically named herein.

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

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

Executed the 9 day of Sept., 2016.

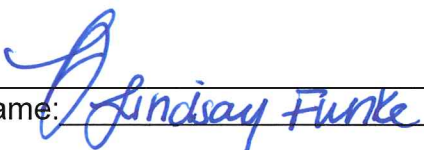
Saltz Michelson Architects, Inc.

By: 

Print: Charles Michelson

Title: Principal

ATTEST:

Name: 

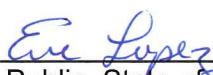
State of Florida)
) ss:
County of Broward)

BEFORE ME, the undersigned authority, personally appeared Charles Michelson, as Principal of **Saltz Michelson Architects, 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 7 day of September, 2016.

(Seal)



Eve Lopez 
Commission # GG000286 Notary Public, State of Florida
Expires: July 29, 2020 Name: EVE LOPEZ
Bonded thru Aaron Notary My Commission Expires: July 29, 2020

FOR SBBC

Executed the ____ day of _____, 2016.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

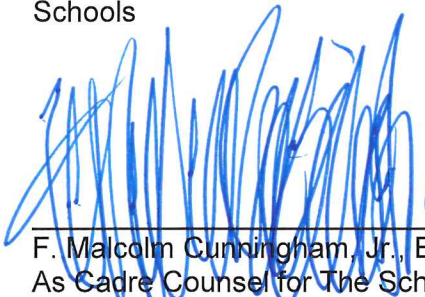
ATTEST:

By: _____
Dr. Rosalind Osgood, Chair

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of
Schools


School Board Attorney



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

State of _____)
) ss:
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, 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 ____ day of _____, 2016.

Notary Public, State of _____

(Seal)

Name: _____
My Commission Expires: _____

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 SALTZ MICHELSON ARCHITECTS, INC. ("SMA"), its insurer, its consultants, and their respective successors, assigns, corporate affiliates, subsidiaries, parent corporations, 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. Saltz Michelson Architects, Inc.*: Case No.: CACE 08-53338 CA 02 in the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida arising out of SMA's obligations under its contract with School Board regarding the North Andrews Gardens Elementary School, Project No.: 0521-95-01 (the "Project"), with the exception of latent defects which could not be discovered by the School Board through the exercise of reasonable diligence through the date of School Board's execution of this General Release and the following continuing obligations:

1. The payment of \$1,560,000.00 to the School Board in accordance with the terms of the "Settlement Agreement," executed _____, 2016.

FOR SBBC

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools



School Board Attorney



GENERAL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS that SALTZ MICHELSON ARCHITECTS, INC., ("SMA"), for its insurers, consultants and their respective successors, assigns, corporate affiliates, subsidiaries, parent corporations, officers, 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 SMA, its successors, 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. Saltz Michelson Architects, Inc.*: Case No.: CACE 08-53338 CA 02, in the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida arising out of SMA's obligations under its contract with the School Board regarding the North Andrews Gardens Elementary School, Project No.: 0521-95-01 (the "Project").

SALTZ MICHELSON ARCHITECTS, INC.

By: *Charles Michelson*

Print Name: *Charles Michelson*

Title: *Principal*

State of *Florida*)
) ss:
County of *Broward*)

BEFORE ME, the undersigned authority, personally appeared *Charles Michelson* as *Principal* of **Saltz Michelson Architects, 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 7 day of September, **2016**.

(Seal)



Eve Lopez
Commission # GG000286
Expires: July 29, 2020
Bonded thru Aaron Notary

Eve Lopez
Notary Public, State of Florida
Name: EVE LOPEZ
My Commission Expires: July 29, 2020

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

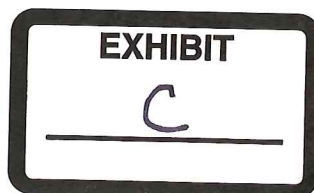
THE SCHOOL BOARD OF BROWARD)
COUNTY, FLORIDA, a political subdivision) CASE NO.: CACE 08-53338 CA 02
of the State of Florida,)
)
Plaintiff,)
v.)
)
SALTZ MICHELSON ARCHITECTS, INC.,)
a Florida corporation,)
)
Defendant.)
_____ /

JOINT STIPULATION FOR ENTRY OF ORDER OF DISMISSAL

Plaintiff **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, and
Defendant, **SALTZ MICHELSON ARCHITECTS, INC.**, through their undersigned counsel,
hereby stipulate to the entry of an order of dismissal of this action with prejudice, with each
party to bear its own attorney's fees and costs on this _____ of _____, 2016.

F. Malcolm Cunningham, Jr., Esq.
The Cunningham Law Firm, P.A.
400 Australian Ave. S., #700
West Palm Beach, FL 33401
(561) 833-6400
fmcunni@cunninghamlaw.com
Attorney for Plaintiff

Michael A. Hornreich, Esquire
Weinberg Wheeler Huggins Gunn & Dial
2601 S. Bayshore Dr. Ste 1500
Miami, FL 33133-5412
(305) 455-9500
Mhornreich@wwhgd.com
Attorney for Defendant



**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

THE SCHOOL BOARD OF BROWARD COUNTY FLORIDA, a political subdivision of the State of Florida,)	
)	
)	CASE NO. CACE 08-53338 CA 07
Plaintiff,)	
vs.)	
)	
SALTZ MICHELSON ARCHITECTS, INC., a Florida corporation,)	
)	
Defendant.)	
		/

ORDER OF DISMISSAL

THIS MATTER having come before the Court on the parties' "Joint Stipulation for Entry of Order of Dismissal," (the "Stipulation") filed _____, 2016, and the Court having been advised that the parties agree to the entry of this order, it is hereby

ORDERED that the Stipulation is **GRANTED**. This case is dismissed with prejudice, each party to bear its own attorney's fees and costs.

DONE AND ORDERED in Fort Lauderdale, Broward County, Florida this ____ day of September, 2016.

**Jack Tuter
Circuit Court Judge
Complex Business Litigation Unit**

Conformed copies to:
F. Malcolm Cunningham, Jr., Esquire., The Cunningham Law Firm, P.A., 400 Australian Ave. So., #700, West Palm Beach, FL 33401; fmcunni@cunninghamlaw.com; afischer@cunninghamlaw.com; lwilson@cunninghamlaw.com
Michael A. Hornreich, Esq., Weinberg, Wheeler, *et al.*, 2601 S. Bayshore Dr. Suite 1500, Coral Gables, FL 33133-5412; mhornreich@wwhgd.com; iperez@wwhgd.com; sgonzalez@wwhgd.com; arezende@wwhgd.com; hlang@wwhgd.com; mferrer@wwhgd.com
Anthony Strasius, Esq. and Erin McGrath, Esq., Wilson, Elser, Moskowitz, Edelman & Dicker LLP; 380 Total Bank Tower, 100 Southeast Second St. Miami, FL 33131; anthony.strasius@wilsonelser.com and erin.mcgrath@wilsonelser.com; alma.cuevas@wilsonelser.com and vivian.fusco@wilsonelser