

**TERMINATION AGREEMENT**

This Termination Agreement is made and entered into this 3<sup>rd</sup> day of March, 2020, by and between The School Board of Broward County, Florida (“**SBBC**”) and Professional Engineering firm, LIMCO ENGINEERING, INC. (“**LIMCO**”) (collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, on September 26, 2017, the Parties entered into a Professional Services Agreement (“**PSA**”) for the preparation of design documents and construction administration services for a project to be located at **Western High School, Project No. P.001967, (RFQ #17-188C)**; and

WHEREAS, the preparation of design documents for the aforementioned project (hereinafter collectively, the “**Project**”) experienced significant delays; and

WHEREAS, SBBC desires to terminate the PSA associated with the Project and procure new Architects and/or Engineers of Record; and

WHEREAS, pursuant to the terms and conditions of the termination provisions of the applicable PSA, the Parties have respective rights, duties and obligations which survive termination of those PSAs; and

WHEREAS, the SBBC and LIMCO agree to terminate the PSA for “**convenience**” in lieu of terminate for “**cause**,” conditioned upon specific terms set forth herein below.

NOW, THEREFORE, in consideration of the foregoing representations, promises and considerations hereinafter set forth with the intent to be legally bound, the Parties hereby agree to the following:

1. Incorporation of Recitals: The above Recitals are hereby incorporated into this Reaffirmation as if fully set forth herein.

2. Conditions Precedent: In exchange for SBBC's agreement to terminate the PSAs for the Projects "for convenience," LIMCO agrees to:

- a. Fully and completely waive its right to seek termination expenses as set forth in Article 10.2.5 of the PSAs for the Projects, and
- b. Remain liable to SBBC for damages set forth in Articles 10.2.3 and 10.2.4 of the PSAs for the Projects.

3. Continuing Duty to Cooperate: After termination of the PSA, LIMCO agrees to fully cooperate with SBBC and the Successor Architect(s) or Engineer(s) of Record for the Projects. Such cooperation specifically includes, but it not limited to providing documentation to SBBC and/or the Successor Architect(s) or Engineer(s) of Record for the Projects.

4. Termination for Convenience: The PSA for the Project is hereby terminated "for convenience" pursuant to Article 10.2.1 of the PSA.

5. Authority Provision: The persons signing this Agreement on behalf of the Parties individually warrant that s/he has full legal power to execute this Agreement on behalf of each respective Party, and to bind and obligate such Party with respect to all provisions contained in this Reaffirmation.

For The School Board of Broward County, Florida


(SEAL)

**ATTEST THE SCHOOL BOARD  
OF BROWARD COUNTY,  
FLORIDA**

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

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

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

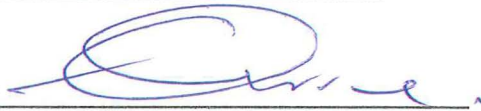
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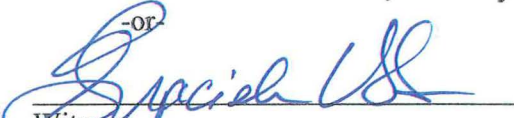

FOR LIMCO

LIMCO ENGINEERING, INC.

ATTEST:

By   
Courtney Currie, President

\_\_\_\_\_  
, Secretary

-or-  
  
Witness  
  
Witness

STATE OF FLORIDA

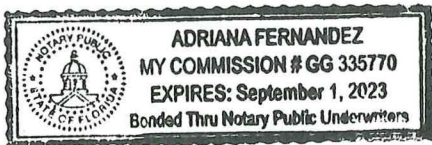
COUNTY OF BROWARD

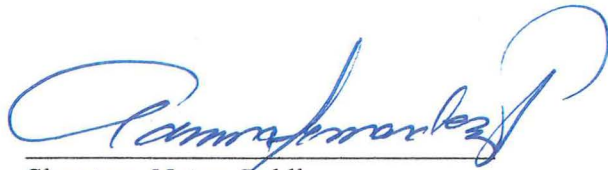
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of December, 2019 by COURTNEY CURRIE on behalf of LIMCO ENGINEERING, INC.

COURTNEY CURRIE is personally known to me or produced as identification D.L. and did/did not first take an oath.

My commission expires:

(SEAL)



  
Signature, Notary Public  
Adriana Fernandez.  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.