



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**II-1.**

MEETING DATE	2020-01-14 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	II. OFFICE OF THE SUPERINTENDENT
DEPARTMENT	Office of School Performance & Accountability

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

**TITLE:**  
Recommendation to Approve Agreement - FY20-185 - Settlement Agreement for Blanche Ely High School

**REQUESTED ACTION:**  
Approve the above Settlement Agreement Contract Term: Not Applicable; User Department: Blanche Ely High School; Amount: \$4,500; Awarded Vendor(s): Rogers Group Inc., Florida; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
In the 2016-2017 school year, school staff ordered equipment (Hydration Tank, Mobility Chute, and Dummy Scout Green) without the principal's approval. The vendor agreed to pick up and have the equipment returned; however, it was conditional to a payment equivalent to half of the amount owed in payment for the usage of the equipment.  
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction  Goal 2: Safe & Supportive Environment  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$4,500. The source of funds is the Blanche Ely High School general athletic school funds.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Rogers Group Inc Settlement Agreement

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Karlton O. Johnson, Ed.D.	Phone: 754-322-0991
Name: Valerie S. Wanza, Ph.D.	Phone: 754-321-3838

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title

Valerie S. Wanza - Chief School Performance & Accountability Officer  
Signature  
*Valerie S. Wanza*  
12/12/2019, 12:35:37 PM

Approved In Open Board Meeting On: **JAN 14 2020**  
By:   
School Board Chair

## EXECUTIVE SUMMARY

### Recommendation to Approve Agreement FY20-185 – Settlement Agreement for Blanche Ely High School

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#### **Introduction**

**Responsible: Procurement & Warehousing (PWS)**

This request is to approve the Settlement Agreement FY20-185 between Rogers Group Inc., and The School Board of Broward County, Florida (SBBC). The School Board Attorney's Office and the District staff recommend approval of this Settlement Agreement, as a fair and reasonable resolution to this matter, which eliminates the additional financial expense associated with the possibility of protracted litigation.

The financial impact to the District is \$4,500.

#### **Goods/Services Description**

**Responsible: Blanche Ely High School**

In the 2016-2017 school year, school staff ordered equipment (Hydration Tank, Mobility Chute, and Dummy Scout Green) without the principal's approval. The vendor agreed to pick up and have the equipment returned; however it was conditional to a payment equivalent to half of the amount owed in payment for the usage of the equipment.

The parties participated in negotiation and have agreed to the terms and conditions contained in the attached Settlement Agreement pending School Board approval. Once the Settlement Agreement is approved, and all documents referenced in the Agreement have been exchanged, the School Board will pay the settlement sums in accordance with the Settlement Agreement.

#### **Procurement Method**

**Responsible: PWS**

Not applicable since this is a Settlement Agreement.

#### **Financial Impact**

**Responsible: PWS and Blanche Ely High School**

The financial impact to the district is \$4,500. The source of funds is the Blanche Ely High School general athletic school funds.

## STIPULATION OF SETTLEMENT AND FULL AND FINAL RELEASE

COMES NOW, Rogers Group Inc., (hereinafter "Rogers Group") and The School Board of Broward County, Florida (hereinafter "SBBC") (Rogers Group Inc., and SBBC are hereinafter sometimes collectively referred to as the "Parties") and stipulate and agree to the settlement of any and all claims alleged by and between the Parties, as more specifically set forth herein as follows:

WHEREAS, Blanche Ely High School was provided with an invoice on account number 293756 for Ten Thousand Nine Hundred Fifty-Nine Dollars and 61/100 Cents (\$10,959.61) for certain football equipment, other equipment, and materials; and

WHEREAS, the Parties desire to settle any and all claims, disputes, and controversies that were or could have been brought between the Parties, except as specifically stated herein; and

WHEREAS, the SCHOOL BOARD intends to reserve, and not release, any and all of its rights concerning latent defects of any kind. The SCHOOL BOARD further intends that all warranties provided for such football equipment, other equipment, and materials remain in full force and effect for the full time period provided in that warranty; and

WHEREAS, the Parties do not intend any release described herein to include any and all obligations set forth herein; and

WHEREAS the Parties to this STIPULATION OF SETTLEMENT AND FULL AND FINAL RELEASE, ("SETTLEMENT"), except as stated herein, desire to compromise and be released from any and all claims as hereinafter provided and to buy their peace;

NOW, THEREFORE, in accordance with the mutual agreements, covenants and

considerations set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree to settle and resolve any and all claims, disputes, and controversies which were or could have been asserted by any party against any other party, except as stated herein, and further, as more particularly set forth herein, agree to a mutual release, except as stated herein, all claims as follows:

1. **NO ADMISSION OF LIABILITY.** It is understood and agreed that this SETTLEMENT is a compromise of the claim by Rogers Group Inc. and that the consideration referenced herein is not to be construed as an admission of liability or contractual obligation by any party or any finding of fault by any party, by whom liability or obligation is hereby expressly denied.
2. **SCHOOL BOARD PERFORMANCE.** SBBC, through Blanche Ely High School, hereby agrees to pay to Rogers Group Inc. the total amount of Four Thousand Five Hundred Dollars and 00/100 Cents (\$4,500.00) (the "SETTLEMENT PAYMENT") from the Blanche Ely general Athletic (5652-62004 Activity) school funds for any and all football equipment, other equipment, and materials Blanche Ely High School purchased from Rogers Group. Blanche Ely High School shall issue a check for the SETTLEMENT PAYMENT to Rogers Group Inc. from the Blanche Ely general Athletic (5652-62004 Activity) school funds within thirty (30) days of the SCHOOL BOARD's approval of the SETTLEMENT.
3. **SCHOOL BOARD APPROVAL.** It is understood and acknowledged by the Parties, that payment of the SETTLEMENT PAYMENT by the

SCHOOL BOARD requires the approval of the SCHOOL BOARD, that the SETTLEMENT is contingent upon approval by the SCHOOL BOARD. School District Staff shall recommend approval of the Settlement by the SCHOOL BOARD. All terms of the SETTLEMENT are expressly subject to and contingent upon approval by the SCHOOL BOARD and nothing herein is effective until approved and duly executed by the SCHOOL BOARD.

4. **ROGERS GROUP RELEASE.** In exchange for the SETTLEMENT PAYMENT, and upon receipt and clearance of all funds comprising the SETTLEMENT PAYMENT, Rogers Group, their agents successors and/or assigns, do hereby remise, release, acquit, satisfy, and forever discharge the SBBC, and their past and present employees, officers, Board members, attorneys, agents, assigns, insurers, consultants/contractors, subconsultants/subcontractors of any kind and all other persons or entities for which SBBC is or may be liable (whether individually, jointly, derivatively, directly, indirectly, vicariously or otherwise) for the actions or inactions of those persons or entities from any and all present or future claims, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, interest on any such sums, costs, attorneys' fees and demands whatsoever in law, or in equity, arising from, pertaining to, or relating to the football equipment, other equipment, and

materials and account number 293756.

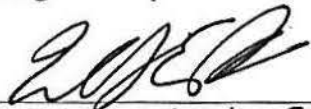
5. **INDEMNITY.** Rogers Group agree to fully defend, indemnify and hold harmless the School Board from any and all claims (whether individually or via pass-through or similar agreement), liens or other actions which could or may have been asserted by Rogers Group's agents, subcontractors or affiliates related to the football equipment, other equipment, and materials.
6. **REPRESENTATION.** Each party attests that it has been represented by counsel of its selection, has read this SETTLEMENT (or has had the same read to it), knows and understands same, has had a sufficient amount of time to consider same, and has entered into this SETTLEMENT freely and voluntarily and without coercion, and intends to be bound by the terms and conditions hereof.
7. **NONASSIGNMENT.** The parties may not assign this SETTLEMENT.
8. **APPLICABLE LAW, ATTORNEY'S FEES, AND VENUE.** This SETTLEMENT shall be governed in accordance with Florida law and shall not be construed against any party or entity as the drafter. Venue for action related to this SETTLEMENT shall exclusively be in Broward County, Florida.
9. **BINDING.** The terms of this SETTLEMENT are contractual and not a mere recital and shall be binding upon the Parties and the beneficiaries, agents, and attorneys of each.
10. **ENTIRE AGREEMENT.** This SETTLEMENT embodies the entire

understanding of the Parties and cannot be modified, amended, or terminated except by written Agreement signed by all the Parties hereto. This SETTLEMENT shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. The Parties agree that the failure of either party to insist on strict performance of any covenant, or condition herein shall not be construed as a waiver of such covenant or conditions for any insistence.

11. **COSTS AND EXPENSES.** In consideration for the Parties' execution of this SETTLEMENT, the Parties agree that they shall each bear their own attorney's fees and costs in relation to incurred in or arising out of, or in any way connected with the matters which are referenced or covered in or otherwise related to this SETTLEMENT, except to the extent provided otherwise herein.
12. **DATE OF AGREEMENT.** This SETTLEMENT is dated as of the date of execution of the last such executing party. Each party shall execute two original Settlement documents. This Agreement may be executed in counterparts and the Parties shall exchange executed copies of this SETTLEMENT immediately after the signatures have been obtained.
13. **DULY AUTHORIZED REPRESENTATIVE.** The Parties represent and warrant that the undersigned are the proper persons or entities and have full authority to sign this SETTLEMENT, and that all necessary votes, resolutions or other legal requirements to the execution and effectiveness hereof have been fulfilled upon execution.

FOR ROGERS GROUP

Rogers Group Inc.



Print Name: Wesley E Parker  
Duly authorized representative of Rogers Group Inc.

12/3/19  
Date

WITNESS:

Sandy Basner  
Print Name:

12/3/19  
Date

WITNESS:

Carol Taylor  
Print Name:

12/3/19  
Date

Michigan  
STATE OF ~~FLORIDA~~

COUNTY OF Clare

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Wes Parker, who acknowledged executing the foregoing STIPULATION OF SETTLEMENT AND FULL AND FINAL RELEASE in the presence of two subscribing



witnesses freely and voluntarily under authority duly vested in said individually by said corporation. Said individuals are  personally known to me or  have produced \_\_\_\_\_ identification.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of December 2019.

Patti A. Rowley  
NOTARY PUBLIC  
State of ~~Florida~~ at Large  
Michigan  
Patti A. Rowley  
PRINT NAME

\_\_\_\_\_  
Commission No.

My Commission Expires:

1-8-2024 PATTI A. ROWLEY  
Notary Public, State of Michigan  
County of Clare  
My Commission Expires 01-08-2024  
Acting in the County of Clare

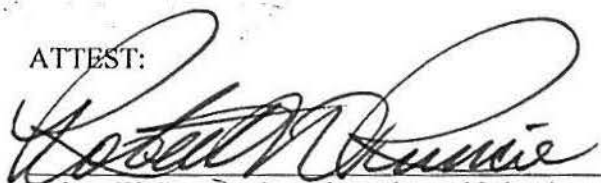
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**FOR SBBC:**

(Corporate Seal)

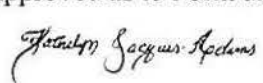
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

  
Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com  
Reason: Rogers Group Inc.  
Date: 2019.12.03 15:42:32 -05'00'

Office of the General Counsel

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