

③ ✓ 3/28/16 (L) 3/08/16

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Agreement for Release and Settlement – Wallace, Roberts & Todd (WRT) -
\$19,221.44

Approved Comm. Mtg. on: February 16, 2016 CAM #: 16-0247 ITEM #: CRA-3

Routing Origin: ☒ CAO Also attached: ☒ copy of CAM ☒ Original Documents

1) **City Attorney's Office:** Approved as to Form # 3 Originals and Delivered to City Manager on _____



2) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward _____ originals to Mayor.

CIP FUNDED ☐ YES ☐ NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

3) **Mayor:** Please sign as indicated and forward 3 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Retains one original and forwards 2 original documents to: Sandra/CRA X4518

☒ Original Route form to Shaniece Louis, CAO

yesterday

2016 MAR -9 PM 1:05

AGREEMENT FOR RELEASE AND SETTLEMENT

THIS AGREEMENT FOR RELEASE AND SETTLEMENT is made and entered into by and between the FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, ("CRA"), and Wallace, Roberts & Todd, LLC, a limited liability company authorized to do business in Florida ("WRT").

RECITALS:

WHEREAS, CRA authorized execution of a Fifth Amendment to Agreement on December 21, 2010 with WRT, whereby WRT would perform certain services for a not-to exceed amount of \$248,157.50 (the "AGREEMENT"); and

WHEREAS, WRT has completed the tasks required by the AGREEMENT, for which WRT anticipated payment; and

WHEREAS, in connection with such payment, a good faith dispute arose between CRA and WRT concerning the same; and

WHEREAS, the parties desire to resolve any and all disputes between them concerning and arising out of and in connection with the AGREEMENT.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and of other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the premises and of the covenants hereinafter contained, it is agreed as follows:

1. Recitals. The foregoing recitals are true and correct in all respects, and are incorporated herein by reference.

2. Payment to and Release by WRT. CRA agrees to pay to WRT the sum of \$19,221.44 in full and final payment of all sums due and owing to WRT under the AGREEMENT, which sum WRT agrees to accept. Upon delivery and clearance of such payment, WRT shall and does hereby, release, satisfy, indemnify and forever discharge CRA and CRA's elected officials, officers, directors, employees, shareholders, agents, attorneys and assigns, and each of them, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which WRT ever had, now has, or which any personal representative, successor, heir or assign or subcontractor of WRT hereafter can, shall or may have against CRA, its elected officials, officers, directors, shareholders, employees, agents, attorneys and assigns, or any of them for, upon or by reason of any matter, arising out of or in connection with the AGREEMENT, its performance or the

making of payments thereunder by CRA.

3. Payment by CRA. CRA agrees to pay to WRT the sum of \$19,221.44 in full and final payment of all sums due and owing to WRT under the AGREEMENT, which sum shall be paid to WRT within 45 days of the date of this Agreement for Release and Settlement.

4. Law. This Agreement shall be governed and construed under and in accordance with the laws of the State of Florida, both substantive and remedial, and it has been entered into by both parties in recognition of such laws. Further, this Agreement for Settlement, the terms of which having been negotiated by the parties, shall not be construed against one party more than the other.

5. Entire Agreement; Binding Effect. This Agreement for Release and Settlement constitutes the entire final agreement among the parties with respect to and supersedes any and all prior agreements among the parties hereto both oral and written concerning the subject matter hereof and may not be amended, modified or terminated except by a writing signed by the parties hereto. This Agreement for Release and Settlement is and shall be binding upon all parties hereto, their respective successors and assigns.

6. Severability. If any provision of this Agreement for Release and Settlement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement for Release and Settlement, and this Agreement for Release and Settlement shall be carried out as if such invalid or unenforceable provision were not contained herein.

7. Enforcement. In the event that any party hereto is required to enforce this Agreement for Release and Settlement or its terms and provisions, such enforcement shall be before a State of Florida court of competent jurisdiction in Broward County, Florida. The prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs in connection with such enforcement action.

8. Authority to Act. By executing this Agreement for Release and Settlement, each of the parties hereto is representing to the other that the signatory hereof is a fully authorized representative of such party and is fully empowered to execute this Agreement for Release Settlement on such party's behalf. The parties further represent to each other that all corporate or legislative acts required to give full force and effect to this Agreement for Release and Settlement have been taken.

9. Legal Expenses for this Agreement for Release and Settlement. The parties agree that each of the parties hereto shall bear their own respective legal fees and costs incurred in the preparation of this Agreement for Release and Settlement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written below.

Witnesses:

Jeanette A. Johnson

Jeanette A. Johnson

Gina Rizzuti-Smith

FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]

Chair

By: [Signature]

Executive Director

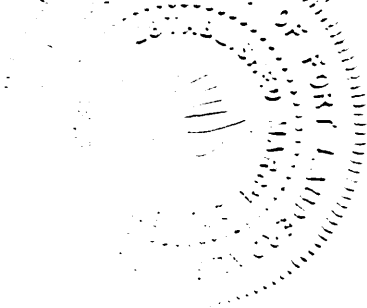
Attest: [Signature]

CRA Clerk

Approved as to form: [Signature]

CRA Attorney

(CORPORATE SEAL)



Witnesses:

JAL-
Director of Operations

Wallace, Roberts & Todd, LLC

By: [Signature]
Managing Member

Attest:

[Signature]
Secretary

~~PENNSYLVANIA~~
STATE OF ~~FLORIDA~~)
~~PHILADELPHIA~~ SS:
COUNTY OF ~~BROWARD~~)

The foregoing instrument was acknowledged before me this 4 day of MARCH, 2014, by JOSEPH W NEARY, as Managing Member of Wallace, Roberts & Todd, LLC, on behalf of the company. He/She is personally known to me or who has produced [Signature] as identification and who ~~did~~ (did not) take an oath.

[Signature]

JOANN MCCLOUD
Print or Stamp Name: _____
Notary Public, State of ~~Florida~~ at Large
Commission No.: 1279818
My Commission Expires: 9/11/2017

