

## RELEASE AGREEMENT

WHEREAS, PINELLAS COUNTY ("PLAINTIFF") acknowledge that it and TAMPA CONTRACTING SERVICES, INC., ("DEFENDANT"), collectively known as the "Parties" are in litigation in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, Case No. 2013-8168-CI, *PINELLAS COUNTY v. ENVIRONMENTAL RESEARCH AND DESIGN, INC., and TAMPA CONTRACTING SERVICES, INC.*, (the "Litigation");

WHEREAS, the Parties entered into an agreement for Defendant to provide construction and contracting services for the Lake Seminole By-Pass Canal (the "Project") pursuant to that agreement set forth in Plaintiff's Complaint;

WHEREAS, PLAINTIFF acknowledges the Parties are desirous of resolving this controversy and settling all claims or demands presently pending in the Litigation, or which may arise out of the of subject matter of the Litigation;

WHEREAS, PLAINTIFF acknowledges that Defendant makes no admissions regarding the legal or factual merits of the underlying claim(s) and/or the Litigation, but makes this settlement only to avoid the risk and uncertainty associated with further litigation and to compromise and resolve their disputes by way of this Release.

WHEREAS, PLAINTIFF acknowledges they had the assistance and advice of counsel and are fully aware of and have been fully advised of the terms, conditions and consequences of this Release.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, PLAINTIFF avers as follows:

1. The above-referenced recitals are true and correct and are incorporated herein; PLAINTIFF acknowledges that Defendant, or on behalf of the Defendant, will pay

the total sum of **TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00)** and that payment will be made to persons and/or entities as interests appear as follows: **\$25,000.00 payable to Pinellas County Board of County Commissioners.** Payment of this amount is conditioned upon the execution of this Release and will be made within 20 days from the date the executed Agreement is received by Defendant.

2. PLAINTIFF acknowledges and agrees that this settlement is a compromise of disputed claims and the Release shall not be construed as, or deemed to be evidence of an admission or concession of any fault, negligence, liability or damage whatsoever by Defendant;

3. PLAINTIFF hereby releases, acquits, and forever discharges Defendant, its administrators, engineers, successors, assigns, insurers, agents, attorneys, employees, officers, directors, consultants, and representatives, from any and all manner of claims, actions, causes of action, suits, damages and demands (including attorneys' fees and costs), whether compensatory or punitive, of whatever nature or form, in tort, contract or by statute, that the Plaintiff ever had or now has against said Defendant, that in any way may arise out of (1) the case styled *PINELLAS COUNTY v. ENVIRONMENTAL RESEARCH AND DESIGN, INC., and TAMPA CONTRACTING SERVICES, INC.*, Case Number 20138168-CI in The Circuit Court Of The Sixth Judicial Circuit In and For Pinellas County, Florida, and (2) any services, including but not limited to any and all construction and contracting services and work performed by Defendant provided in connection with the Project and any and all defects regardless of whether they latent, patent, known or unknown;

5. PLAINTIFF expressly covenants, promises and agrees that they shall be and are hereby forever barred and permanently enjoined from nor or hereinafter instituting, maintaining or asserting, either directly or indirectly, any and all claims, supplemental claims, causes of action or damages against Defendant because of, arising out of, relating to, or resulting from aforementioned Project or Litigation;

6. Within ten (10) business days of receipt of the balance of the funds specified in Paragraph #2, PLAINTIFF agrees to execute a Joint Stipulation of Dismissal with Prejudice of the Proceedings or a Notice of Voluntary Dismissal with Prejudice, and file or allow the same to be filed with the court;

7. PLAINTIFF agrees to fully cooperate and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full effect to the terms and intent of this Release;

8. PLAINTIFF acknowledges that Defendant makes no admissions regarding the legal or factual merits of the underlying claim(s) and/or the Litigation, but makes this settlement only to avoid the risk and uncertainty associated with further litigation and to compromise and resolve their disputes by way of this Release.

9. PLAINTIFF agrees that each of the provisions contained in this Release shall be construed as independent of any other provision of this Release. In the event any provision or a portion of a provision of this Release is found to be unenforceable, that portion of the provision shall be stricken and the remaining portion and provisions of the Release shall be enforceable;

10. PLAINTIFF expressly recognizes that this Release results from a negotiation process in which each of the Parties was given the opportunity to consult with counsel and

contribute to the drafting of the Release. No legal or other presumptions against the party drafting this Release concerning its construction, interpretation or otherwise shall therefore accrue to the benefit of either of the Parties and PLAINTIFF expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Release;

11. This Release contains the entire terms of the settlement between the Parties with respect to the matters set forth herein, with the exception of the Mediation Agreement, which is incorporated by reference herein. There are no oral or written agreements, representations or inducements of any kind between the Parties with respect to the settlement that are not contained in this Release. This Release may only be altered or amended, in whole or in part, by a written instrument setting forth such changes as mutually agreed to by all of the Parties.

12. PLAINTIFF acknowledges the assistance of counsel in reading, understanding, and executing this Release, and that in agreeing to execute this Release, it is forever surrendering certain rights as reflected herein. Based upon PLAINTIFF'S reading, understanding and executing of this Release with the assistance of counsel, PLAINTIFF'S release any claim for fraud or fraud in the inducement related to this Release.

13. PLAINTIFF agrees that a facsimile signature may substitute for and have the same legal effect as the original signature;

14. The circuit court for the Sixth Judicial Circuit of Pinellas County, Florida, shall retain jurisdiction over this matter, case number 2013-8168-CI, for the purposes of enforcement of the terms of this Agreement.

15. This Agreement shall be governed by the laws of the state of Florida and it is agreed that the proper venue to enforce its terms is exclusively in Pinellas County, Florida.

I HAVE READ THIS RELEASE AND HEREBY ACKNOWLEDGE THAT I UNDERSTAND AND ACCEPT ALL OF THE TERMS AND CONDITIONS THEREIN. Signed, sealed and delivered on this the 1 day of December, 2017.

NAME Mark S. Woodard  
TITLE County Administrator

Mark S. Woodard  
Signature

STATE OF FLORIDA  
COUNTY OF Pinellas

BEFORE ME, an officer duly authorized to take acknowledgments and administer oaths, personally appeared, Mark S. Woodard, on behalf of Pinellas County who is (  ) personally known to me, or ( ) who produced as identification and who took an oath.

WITNESSETH my hand and official seal and affix my seal this 1st day of December, 2017.

Jo Alejandra Lugo  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 9/6/2020

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY  
By [Signature]  
Attorney

