

CAUSE NO. 12-1226-C368

WILLIAMSON COUNTY, TEXAS	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
vs.	§	368 th JUDICIAL DISTRICT
	§	
JAMES BROADDUS, d/b/a BROADDUS	§	
& ASSOCIATES, and BROADDUS &	§	
ASSOCIATES, INC.	§	
Defendants	§	WILLIAMSON COUNTY, TEXAS

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into this 20th day of October, 2015, by, among, and between:

1. Williamson County, Texas ("Williamson County")
2. James Broaddus d/b/a Broaddus & Associates ("Broaddus")
3. Broaddus & Associates, Inc. ("Broaddus")¹

The parties to this Settlement Agreement are hereinafter referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, Williamson County hired Broaddus to act as Williamson County's Design-Build Consultant for the design and construction of the Williamson County Criminal Complex Expansion, which included the remodeling of the Sheriff's Department and the design and construction of the parking garage and jail adjacent to the Williamson County Courthouse (the "Project");

WHEREAS, following completion of the services, a dispute arose between Williamson County and Broaddus over the work / services performed in connection with the Project as more fully described in the pleadings on file (the "Dispute");

WHEREAS, a lawsuit between the parties is pending in Williamson County, Texas in the above-captioned matter (the "Litigation");

WHEREAS, by agreement of the Parties, a mediation session was held with Lee H. Shidlofsky as mediator (the "Mediator") for purposes of facilitating a compromise and settlement of the disputes among and between the Parties;

¹ The Broaddus parties will collectively be referred to as Broaddus.

WHEREAS, an agreement to compromise and settle the Dispute and Litigation has been reached by, among, and between the Parties, and

WHEREAS, the Parties desire to document the terms and conditions of such agreement,

NOW, THEREFORE, for and in consideration of Two Hundred Sixty-five Thousand and No/100 Dollars (\$265,000.00) payable by Broaddus to Williamson County, Texas, the mutual releases and agreements herein contained, the promises of payment herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereto have agreed, and do hereby agree, to the following:

1. Payment shall be due, in good funds, within 30 days of Williamson County's notification to Broaddus, through its counsel, that the settlement of this matter has been approved by the Williamson County Commissioners' Court, that this Agreement has been executed by an authorized representative of Williamson County, and the Agreement returned to Broaddus' counsel.

2. Each Party acknowledges that the benefits it derives from this Settlement Agreement are good and valuable consideration, irrespective of the value or benefit any other Party derives. The fact that the consideration flowing to or from another Party is not known by all Parties shall not invalidate or impair the validity or enforceability of this Settlement Agreement in any way.

3. All Parties fully, finally, and mutually release, acquit, and forever discharge each other and their agents, adjusters, consultants, sub-consultants, testing laboratories, subcontractors, attorneys, employees, officers, partners, members, shareholders, parents, affiliates, subsidiaries, principals, trustees, owners, directors, sureties, insurers, successors, and all other persons and entities in privity with any of them, of and from any and all disputes, claims, demands, claims of subrogation or indemnity, and causes of action of any kind whatsoever, whether known or unknown, whether heretofore or hereafter accruing or arising, whether held by assignment or otherwise, whether sounding in tort, contract, or arising by operation of law or statute, that any Party has, had, or may ever have against any other Party or Parties, in any way related to or arising out of the Dispute that makes the basis of the Litigation.

4. This Settlement Agreement is a compromise and settlement of disputed claims and is being entered into solely to avoid the time, expense, uncertainty, and inconvenience of continued dispute, discussion, and litigation. Neither the execution of this Settlement Agreement nor anything stated herein, nor any amount paid hereunder, is to be construed or deemed as an admission of liability, culpability, or wrongdoing on the part of any Party to this Settlement Agreement. By entering into this settlement agreement, the parties recognize that neither party agrees or acknowledges that it bears any fault or responsibility in connection with the Jail and Parking Garage Project. The parties further

stipulate that neither party is assessing any fault or responsibility against the other in connection with this settlement.

5. All Parties agree to execute such other and further documents and releases, consistent with the terms of this Settlement Agreement, as may be reasonably required by any Party or its surety or insurance carriers to evidence the agreements reached herein. Williamson County agrees that Broaddus is not debarred from future work on Williamson County projects by reason of this settlement, the Litigation, or its work on the Project.

6. The Parties agree promptly to dismiss, with prejudice to their rights to re-file same, all claims, cross claims, counterclaims, and third party claims in the Litigation against one another. Each Party shall bear its own costs of litigation, attorneys' fees, and experts in the Litigation.

7. The Parties represent and warrant that they own the claims released herein and have not assigned or otherwise transferred any claim or cause of action that they may have possessed against another Party in this Litigation to any person or entity not a Party to this Settlement Agreement. The signatories hereto warrant and represent that they have the full power and authority to bind the Party entity for which they have signed.

8. The Parties agree not to issue any written press releases or other written statements to the media related to this Settlement Agreement, the Litigation or the facts, circumstances, claims or causes of action expressed therein or which may have been expressed therein. To the fullest extent that the Parties are able, they agree not to disparage one another and to encourage their employees and officials to state simply that "the dispute was resolved to the mutual satisfaction of the Parties" if any inquiry regarding the Litigation or this settlement is received.

9. This Settlement Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. The terms of the settlement Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied, between the Parties with respect to the subject matter of this Settlement Agreement. The Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Settlement Agreement has been made by any other Party, counsel for any other Party, or by the Mediator conferring any benefit upon them.

10. Each Party adopts this Settlement Agreement as the product of a group drafting effort of counsel for all Parties, not to be construed more favorably for or against any Party to this Settlement Agreement.

11. Texas law, without regard to any law that would apply the law of any other state, shall govern the interpretation of this Settlement Agreement. Any disputes arising under this Settlement Agreement shall be heard in Williamson County, Texas.

12. This Settlement Agreement may be executed in multiple facsimile counterparts, and with facsimile signatures, and all such counterparts shall together be deemed to constitute one final agreement, as if each Party had signed one document. Each such counterpart or a facsimile copy thereof shall be deemed to be an original, binding the Parties subscribed thereto, and multiple signature pages or facsimile signature pages affixed by the Mediator to a single copy of this Settlement Agreement shall be deemed to be a fully executed original document.

IN WITNESS WHEREOF, this Settlement Agreement has been executed the date and year first above written.

Williamson County, Texas

By: 

Dan A. Gattis,
Williamson County Judge

Approved as to form:

Counsel for Williamson County, Texas

James Broaddus d/b/a Broaddus &
Associates and Broaddus & Associates,
Inc.

By: _____
James Broaddus

Its: _____

Approved as to form:

Counsel for James Broaddus d/b/a Broaddus & Associates
And Broaddus & Associates, Inc.

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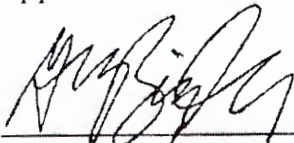
Counsel for Williamson County, Texas

James Broaddus d/b/a Broaddus &
Associates and Broaddus & Associates,
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By: _____
James Broaddus

Its _____

Approved as to form:



Counsel for James Broaddus d/b/a Broaddus & Associates
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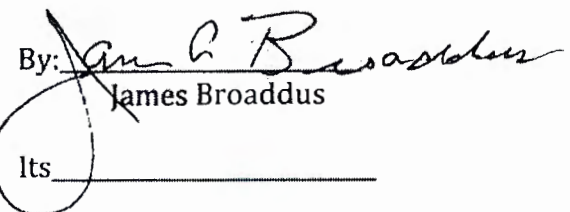
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Williamson County Judge

Approved as to form:

Counsel for Williamson County, Texas

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Associates and Broaddus & Associates,
Inc.

By: 
James Broaddus
Its _____

Approved as to form:

Counsel for James Broaddus d/b/a Broaddus & Associates
And Broaddus & Associates, Inc.