

NOVATION AGREEMENT
BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA,
M.P.A. ARCHITECTS, INC., AND
TERCILLA COURTEMANCHE ARCHITECTS, INC.

PROJECT NAME: TECHNICAL DISASTER RECOVERY ASSISTANCE

This Novation Agreement is made this 12th day of December 2012, among M.P.A. Architects, Inc. (“MPA”), Tercilla Courtemanche Architects, Inc. (“TERCILLA”) and The School Board of Palm Beach County, Florida (“SCHOOL BOARD”).

1. On July 15, 2010, MPA was awarded a contract for the Technical Disaster Recovery Assistance Project (the “Contract”) to provide temporary augmentation of School District of Palm Beach County Staff in the event of a disaster. *A true and accurate copy of the Contract is attached as **Exhibit 1**.* The Contract was approved and executed by SCHOOL BOARD and MPA.

2. MPA, TERCILLA, and SCHOOL BOARD agree that, effective upon execution of this Novation Agreement by all parties and approval by the SCHOOL BOARD, MPA, pursuant to Article 11.3 of the Contract hereby assigns all of its remaining rights, remaining obligations, and remaining liabilities under the Contract to TERCILLA. As of the date of this Novation Agreement, TERCILLA assumes all of the remaining responsibilities of, and has all of the remaining rights of MPA under the Contract. Simultaneous to the execution of this Agreement, TERCILLA shall execute an Owner – Consultant Agreement. *A true and accurate copy of the Owner – Consultant Agreement, form Short Form Agreement and Fee Schedule are attached as **Exhibit 2**.* All of the documents referenced in **Exhibit 2** shall apply to TERCILLA.

3. The assignment of the Contract from MPA to TERCILLA is irrevocable.

BOARD DATE: December 12, 2012

AGENDA ITEM: CP-4

Novation Agreement between The School Board of Palm Beach County, Florida, M.P.A. Architects, Inc., and Tercilla Courtemanche Architects, Inc., Project Name: Technical Disaster Recovery Assistance

4. TERCILLA agrees and shall timely and fully complete the Technical Disaster Recovery Assistance Project (“Project”) for the hourly fees referenced in the Fee Schedule (Attachment G of *Exhibit 2*).

5. TERCILLA shall maintain all sub-consultants and subcontractors that MPA contracted with on the Project. TERCILLA may replace a sub-consultant and/or subcontractor, only with the prior written permission of the School District’s Director of Purchasing.

6. TERCILLA shall fully and timely comply with all local, state and federal laws.

7. MPA shall remain liable to the SCHOOL BOARD under the Contract for any and all matters associated with the work or services performed by MPA, its subcontractors, subconsultants, sub-vendors, and the like. MPA shall not be liable to the SCHOOL BOARD for any work or services performed by TERCILLA under the December 12, 2012 Owner – Consultant Agreement (*Exhibit 2*). The SCHOOL BOARD specifically reserves all of its rights under the Contract against MPA.

8. In consideration of the SCHOOL BOARD consenting to MPA assigning the Contract to TERCILLA, MPA agrees to fully defend, indemnify, and hold harmless the SCHOOL BOARD together with its members, officers, directors, agents, employees servants, administrators, executors, heirs, successors and/or assigns, all parent, subsidiary, or affiliated corporations or entities, predecessors in interest, successors in interests, divisions, consultants, attorneys, subconsultants of any kind, and all other persons or entities related to the SCHOOL BOARD from and against any and all claims (whether individually or via pass-through or similar

BOARD DATE: December 12, 2012

AGENDA ITEM: CP-4

Novation Agreement between The School Board of Palm Beach County, Florida, M.P.A. Architects, Inc., and Tercilla Courtemanche Architects, Inc., Project Name: Technical Disaster Recovery Assistance

agreement), liens, liabilities, losses (including economic losses), costs or other actions which has, or could have been asserted by MPA, MPA's subcontractors, or any party working by, through or under MPA on the Project against the SCHOOL BOARD; and accepting and taking responsibility for any additional costs and expenses associated with having TERCILLA perform Work on the Project as assigned.

9. MPA shall not enter into any pass-through agreements or similar agreements with any of its sub-consultants or subcontractors of the Contract. Should MPA enter into any pass-through agreements or similar agreements, whether entered before or after the date of the this Novation Agreement, MPA agrees and admits that such pass-through agreement or similar agreement is void *ab initio* against the SCHOOL BOARD, their agents, officers, members, elected officials, and employees.

10. MPA, together with their members, officers, directors, agents, servants, heirs, administrators, executors, heirs, successors and/or assigns, all parent, subsidiary, or affiliated corporations or entities, predecessors in interest, successors in interests, divisions, consultants, attorneys, subconsultants of any kind, and all other persons or entities related to MPA warrants that it shall not look to the SCHOOL BOARD for any payments in connection with the Contract and/or Project beyond what MPA has already received to date, including fees for re-use of the designs associated with this Project and therefore releases the SCHOOL BOARD together with its members, officers, directors, agents, employees servants, administrators, executors, heirs, successors and/or assigns, all parent, subsidiary, or affiliated corporations or entities,

BOARD DATE: December 12, 2012

AGENDA ITEM: CP-4

Novation Agreement between The School Board of Palm Beach County, Florida, M.P.A. Architects, Inc., and Tercilla Courtemanche Architects, Inc., Project Name: Technical Disaster Recovery Assistance

predecessors in interest, successors in interests, divisions, consultants, attorneys, subconsultants of any kind, and all other persons or entities related to the SCHOOL BOARD from and against any and all payments, claims, petitions, causes of action, defenses (either raised or could have been raised) or the like associated with the Contract and/or Project, including fees for re-use of the designs associated with the Contract and/or Project.

11. The SCHOOL BOARD will look to TERCILLA for performance of all remaining obligations of the Owner – Consultant Agreement as outlined in *Exhibit 2*.

12. This Novation Agreement is a contract and is governed by Florida Law. Venue for any litigation concerning this Novation Agreement shall be in Palm Beach County, Florida. This Novation Agreement and all Exhibits is the entire Agreement of the parties.

BOARD DATE: December 12, 2012

AGENDA ITEM: CP-4

*Novation Agreement between The School Board
of Palm Beach County, Florida, M.P.A.
Architects, Inc., and Tercilla Courtemanche
Architects, Inc., Project Name: Technical
Disaster Recovery Assistance*

M.P.A. Architects, Inc.

By: 
Duly Authorized Representative

Name (print): RICHARD J. LOGAN

Title: PRESIDENT

Date: 12-5-12

Attest: 
Signature

Name (print): DANIEL T. CONWAY


Date: 12-5-12

BOARD DATE: December 12, 2012

AGENDA ITEM: CP-4

*Novation Agreement between The School Board
of Palm Beach County, Florida, M.P.A.
Architects, Inc., and Tercilla Courtemanche
Architects, Inc., Project Name: Technical
Disaster Recovery Assistance*

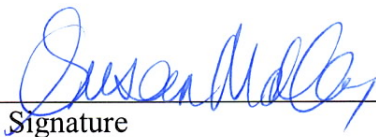
Tercilla Courtemanche Architects, Inc.

By:  _____
Duly Authorized Representative

Name (print): RENE TERCIUA _____

Title: PRESIDENT _____

Date: 11-28-12 _____

Attest:  _____
Signature

Name (print): SUSAN MALUSKY _____

Date: 11-28-12 _____

BOARD DATE: December 12, 2012

AGENDA ITEM: CP-4

Novation Agreement between The School Board of Palm Beach County, Florida, M.P.A. Architects, Inc., and Tercilla Courtemanche Architects, Inc., Project Name: Technical Disaster Recovery Assistance

THE SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA

Chairperson

Date: _____

Superintendent

Date: _____

Attest: _____
Signature

Name (print): _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Kathelyn Jacques-Adams
cn=Kathelyn Jacques-Adams, c=US, o=Office of General Counsel,
ou=Legal, email=kathelyn.jacques-adams@palmbeachschools.org
Technical Disaster Recovery Assistance, M.P.A. Architects, Inc.
and Tercilla, Courtemanche Architects, Inc., Project No.: N/A
2012.11.29 14:25:08 -05'00'

School Board Attorney

Date