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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(B)(4)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	September 3, 2014
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution approving the settlement agreement between Miami-Dade County and Southern Comfort Solutions in the amount of $7,500.00 Resolution No. R-745-14

The accompanying resolution was prepared by the Corrections and Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

Memorandum

MIAMI-DADE COUNTY

Date: September 3, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

R. A. Cuevas, Jr.
County Attorney

Subject: Resolution Approving the Settlement of a Lawsuit Between Southern Comfort Solutions, Inc. and Miami-Dade County, Case No. 13-18205 CA 10, in the Amount of $7,500

Recommendation
It is recommended that the Board of County Commissioners ("Board") approve the attached settlement agreement of the above referenced lawsuit between Southern Comfort Solutions, Inc., ("Southern Comfort") and Miami-Dade County (Case No. 13-18205 CA 10) (the "Lawsuit") in the amount of $7,500 as full compensation for all claims arising out of the maintenance contract between Southern Comfort Solutions, Inc., and Miami-Dade County for A/C Chi8llers and Related Equipment, Bid No. 6046-2/12-2 (the "Contract")

Scope of Agenda Item
This settlement agreement is for maintenance services provided to the air conditioning chillers at Metro-West Detention Center by Southern Comfort Solutions, Inc.

Fiscal Impact/Funding Source
The fiscal impact to the County is $7,500 and shall be paid from funds allocated for air conditioning chiller maintenance and repairs.

Track Record/Monitor
The execution of this settlement agreement will be overseen by Mr. Emilio J. Palma, Facilities Superintendent, Miami-Dade Corrections and Rehabilitation Department.

Background
Southern Comfort was awarded the Contract to perform repair and maintenance on air conditioning chillers at the Metro-West Detention center. The contract was for a term of three years with three one-year options to renew. Southern Comfort satisfactorily performed the first three years of the Contract. The County then exercised the first option to renew and this was also performed satisfactorily by South Comfort. Southern Comfort then commenced the second one-year extension. During this time, the County began to explore ways to replace these air conditioning chillers based on their age.

By the end of 2011 funding was identified and in the Spring and Summer of 2012, a contract was advertised for the replacement of these chillers. As a result, the maintenance portion of the Contract with Southern Comfort was cancelled. Southern Comfort claims that at the time the contract was cancelled it was owed monies from the County for work it had performed. Specifically, Southern Comfort claimed it was owed $30,000 by the County for the yearly maintenance portion of the Contract. Since the Contract was terminated before the completion of the year, the County's position is that it does not owe Southern Comfort the full amount of the yearly maintenance portion. The parties were unable to resolve this issue

and Southern Comfort filed this lawsuit against the County seeking the $30,000 yearly maintenance amount.

The parties both mediated this case and, subject to approval by this Board, have agreed to settle this matter by having the County pay Southern Comfort the amount of $7,500 as full compensation for all claims arising from and related to this Contract and the Lawsuit.

The County believes this resolution is fair and reasonable, given the value of the maintenance work that was performed by Southern Comfort, and the risks and costs of litigation in this case. Southern Comfort has otherwise fully performed all work required of it pursuant to the Contract and the County is satisfied with the quality of the work provided.

Genaro "Chip" Iglesias
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 3, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(B)(4)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

✓ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(B)(4)
9-3-14

RESOLUTION NO. R-745-14

RESOLUTION APPROVING THE SETTLEMNET AGREEMENT BETWEEN MIAMI-DADE COUNTY AND SOUTHERN COMFORT SOLUTIONS IN THE AMOUNT OF $7,500.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO ENFORCE ALL TERMS CONTAINED HEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the attached settlement of the lawsuit between Miami-Dade County and Southern Comfort Solutions and authorizes the County Mayor or County Mayor's designee to execute the settlement in substantially the form attached hereto and to enforce all terms contained therein.

The foregoing resolution was sponsored by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of September, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DF

Daniel Frastai

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

SOUTHERN COMFORT SOLUTIONS, INC., Plaintiff(s), vs. MIAMI-DADE COUNTY, Defendant(s)	CASE NO: 13-18205 CA 10 **Mediation Settlement Agreement**

The undersigned signatories, having mediated with John W. Salmon hereby agree that all matters arising out of the above referenced case are resolved as follows:

1. Miami Dade County shall pay to Southern Comfort the amount of $ 7,500.00.

2. Unless otherwise agreed, each party shall bear their respective attorney's fees and costs; the cost of mediation shall be divided equally between all parties; all matters discussed at the mediation conference including pre and post mediation communications shall remain privileged and confidential; the parties stipulate that the Court may retain jurisdiction to enforce the terms of this settlement agreement.

3. Additional terms:
1) This agreement is subject to Board of County Commission approval and Mayoral veto.
2) Payment shall be made within 30 days of approval and no veto.
3) Southern Comfort, subject to payment, releases the County as to all claims related to this action and Metro West facility.
4) Southern Comfort shall dismiss the case w/ prejudice w/ all parties to bear own fees and costs within 10 days of payment.
5) This agreement resolves all claims from both parties arising from this action.

Dated this 18 day of December, 2013.

SIGNATURES:

Plaintiff

Defendant

Plaintiff's Counsel

Defendant's Counsel