

MEMORANDUM

Agenda Item No. 8(F)(10)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

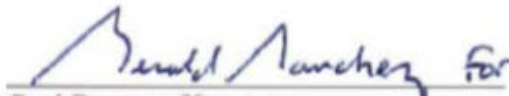
DATE: April 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving terms of two settlement agreements and mutual releases: one between the County and Miami Skyline Construction Corp. ("Contractor"), and one between the County and Rodriguez Peterson and Porras Architects, Inc. ("Architect"), to resolve all claims pertaining to the Northside Police Station in Arcola Lakes Project No. Z00044 GOB ESP in an amount totaling \$65,000.00 payable to the County by the Architect, and \$140,000.00 payable to the Contractor by the County, and converting contractor's termination for default to a termination for convenience; and authorizing the County Mayor to execute the settlement agreements and to exercise all rights and enforce all provisions contained therein

Resolution No. R-286-21

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: April 20, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Approving Two Settlement Agreements for the Northside Police Station in Arcola Lakes Project No. Z00044 GOB ESP: one between Miami-Dade County and Rodriguez Peterson and Porras Architects, Inc., and one between Miami-Dade County and Miami Skyline Construction Corp.

Recommendation

It is recommended that the Board of County Commissioners ("Board") approve two settlement agreements and mutual releases (the "Settlements") between Miami-Dade County ("County"), and Rodriguez Peterson and Porras Architects, Inc. ("Architect"), a Florida corporation, and between the County and Miami Skyline Construction Corp. ("Contractor"), a Florida corporation.

The Settlements will resolve the ongoing contract disputes between the County, the Architect, and the Contractor regarding the construction of the Northside Police Station in Arcola Lakes Project No. Z00044 GOB ESP ("Project"), which was completed in 2015. Pursuant to the terms of the Settlements, the Architect will pay the County \$65,000, and the County will pay the Contractor \$140,000 as a full and final settlement of all disputes between the parties. In addition, within 10 business days of the execution of the Settlements, the County will convert the Contractor's termination for default from Contract No. Z00044 to a termination for convenience. All parties have finalized negotiations and the negotiated Settlements are attached as Exhibit 1 and Exhibit 2.

Scope

The Miami-Dade Police Department Northside Arcola Police Station is located in Commission District 2, which is represented by Commissioner Jean Monestime.

Fiscal Impact/Funding Source

Under the terms of the Settlements, the Architect will pay the County \$65,000, and the County will pay the Contractor \$140,000 within 10 business days of the execution of the Settlements. Accordingly, the net fiscal impact to the County resulting from the Settlements is \$75,000 which will be funded from Internal Service Fund.

Track Record/Monitoring

Juan C. Silva, Division Director of the Internal Services Department will oversee implementation of the Settlement on behalf of the County.

Delegated Authority

This item authorizes the County Mayor or Mayor's designee to transmit payment and wire instructions, accept the settlement amount owed from the Architect, pay the settlement amount owed to the Contractor, and issue the necessary documents to convert the Contractor's termination for default to a termination for convenience, and, upon completion of same, dismiss the pending litigation with prejudice. The County Mayor or Mayor's designee is further authorized to exercise all other rights, and enforce all other provisions contained in the Settlements between the County, the Contractor and the Architect.

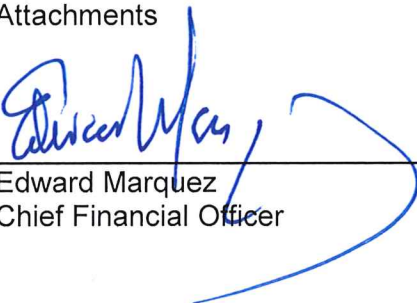
Background

In 2008, the Board approved a Professional Services Agreement ("PSA") with the Architect for the design and administration of the construction of the Project through Resolution No. R-704-08. The Project was to provide additional working space required for Police operations. The PSA required the Architect to provide complete professional architectural and engineering services, and to defend, indemnify, and hold harmless the County from any losses or damages that may be incurred as a result of claims, demands, suits, and causes of action or proceedings arising out of the Architect's performance on the Project.

On April 14, 2010, the Contractor and the County entered into Contract No. Z00044 for the construction of this Project. On January 28, 2013, due to numerous delays with regard to the timely completion of the Project, the County terminated the Contractor for default. On January 4, 2016, the Contractor filed a lawsuit against the County disputing the cause of the delays in Miami-Dade County Circuit Court Case No. 16-0043 CA 01, claiming wrongful termination and seeking \$2,190,799.62 in damages. In response, the County asserted affirmative defenses and a counterclaim for liquidated damages and violation of Article XV of the Miami-Dade County Code, known as the "County's False Claims Ordinance." On April 19, 2018, the County filed a Third-Party Complaint against the Architect for defense and indemnification. Lengthy litigation ensued, including an appeal to the Third District Court of Appeal before the case was remanded back to state court.

To avoid the additional time, costs and uncertainty of litigation, the County, the Architect, and the Contractor have agreed to amicably resolve their disputes and settle all claims and counterclaims related to this Project. Approving the Settlements is in the best interest of the County.

Attachments



Edward Marquez
Chief Financial Officer

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Settlement Agreement") is voluntarily entered into by and between Rodriguez Peterson & Porras Architects, Inc. ("RPPA"), a Florida corporation, and Miami-Dade County ("County"), a political subdivision of the State of Florida (collectively "the Parties").

WHEREAS, in 2018 the County and RPPA entered into a Professional Services Agreement ("PSA") for the design and administration of the construction of the Northside Police Station in Arcola Lakes ("Project").

WHEREAS, the PSA required RPPA to provide complete professional architectural and engineering services, and to defend, indemnify, and hold harmless the County from any losses or damages that may incur as a result of claims, demands, suits, and causes of action or proceedings arising out of RPPA's performance on the Project; and

WHEREAS, on April 14, 2010, Miami Skyline Construction Corp. ("MSCC") and the County entered Contract No. Z00044 for the construction of the Project; and

WHEREAS, numerous delays occurred with regard to the timely completion of the Project; and

WHEREAS, due to the delays, on January 28, 2013, the County terminated MSCC for default; and

WHEREAS, MSCC disputes the cause of the delays; and

WHEREAS, on January 4, 2016, MSCC filed the action styled *Miami Skyline Construction Corp. v. Miami-Dade County* in Miami-Dade County Circuit Court with Case No. 16-0043 CA 01 against the County claiming wrongful termination ("Lawsuit"); and

WHEREAS, the County asserted affirmative defenses for liquidated damages and violation of Article XV of the Miami-Dade County Code (the "County's False Claims Ordinance"); and

WHEREAS, on April 19, 2018, the County filed a Third-Party Complaint for defense and indemnification against RPPA; and

WHEREAS, the Parties want to avoid the associated expense and uncertainty of litigation, and therefore desire to amicably resolve their dispute and settle all claims and counterclaims between them which would or could have been asserted by either party in the Lawsuit and to release each other from any and all liability with respect to said events, and to set forth their mutual understanding and agreements with respect thereto; and

NOW, THEREFORE, in consideration of the foregoing recitals and following premises, terms and condition and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The Parties agree that the above recitals are true and correct and those recitals are incorporated by reference and from a part of this Settlement Agreement.
2. **Effective Date.** The Effective Date of this Settlement Agreement shall be the sooner of:
(1) the date the County Mayor's veto period expires after the approval of this Settlement Agreement by the Board of County Commissioners of Miami-Dade County ("BCC") without the County Mayor vetoing the BCC's resolution approving same; or (2) the date on which the Mayor approves the BCC approved resolution authorizing the execution of this Settlement Agreement, as set forth in Section 3 of this Settlement Agreement.
3. **County Approval Process.** The Parties acknowledge that before the County may settle any claims or enter into any binding contractual obligations pursuant to this Settlement

Agreement, the County must obtain the approval of the BCC and obtain the subsequent assent of the County Mayor or, if the County Mayor vetoes any legislation approving this Settlement Agreement, an override of the County's Mayor's veto by the BCC.

- a. **BCC Approval.** The Parties acknowledge that County Resolution No. 130-06 requires that all non-County parties must execute this Settlement Agreement before the Settlement Agreement may be placed on the BCC's agenda. Accordingly, RPPA shall execute this Settlement Agreement as a precondition of the presentation of this Settlement Agreement to the BCC. After such execution, RPPA agrees that it may not withdraw from or modify the terms of this settlement with the County, as presented in this Settlement Agreement except as provided in paragraph 3(c) below.
 - b. **Parties' Obligations Before BCC Approval.** Neither of the Parties shall be required to file any documents compromising any claim it may have against the other party and shall not have released the other party until the Effective Date of this Settlement Agreement.
 - c. **Consequences Upon Failure to Obtain BCC Approval.** To the extent the BCC does not approve this Settlement Agreement, and after all opportunities for BCC reconsideration have passed, the Parties shall return to the status quo existing before the Parties' preparation of this Settlement Agreement, and the fact that the sought to negotiate a resolution to their dispute concerning the Project, including any supporting documents necessary to present this Settlement Agreement to the BCC, shall be inadmissible for all reasons and shall not prejudice any of their pre-existing rights and remedies with respect to each other or any other person or entity.
4. **Agreement to Settle, No Admission of Liability.** Subject to the terms and conditions of this Settlement Agreement, this Settlement Agreement, the payment of any monies, or any other action of forbearance taken pursuant to this Settlement Agreement shall in no way constitute or

be construed as an admission of liability or acknowledgement of the validity of any allegation, finding, or conclusion by the Parties or their respective agents, but rather are made for the purpose of settling the claims, controversies, and differences addressed herein and to avoid the expense and uncertainty of litigation. Moreover, this Settlement Agreement shall not be admissible in any proceeding for any purpose, except for the purpose of establishing a claim of default or violation of the provisions contained herein.

a. **Payment Terms.** The RPPA shall pay the County the total sum of sixty-five-thousand-dollars-and-zero-cents (\$65,000.00) ("Settlement Sum") as a full and final settlement of all disputes between the Parties as set forth in this Settlement Agreement within ten (10) days after the Effective Date as set forth herein.

b. **Payment Method.** RPPA shall pay the County via wire transfer to:

Bank Name: Wells Fargo Bank N.A.
Street: 420 Montgomery Street
City: San Francisco, CA 94104
ABA No.: 248
Account No.: 688

5. **RPPA Release.** For the consideration and promises made herein and upon payment of the Settlement Sum, RPPA and its officers, directors, agents, successors, sureties, representatives, executors, attorneys, experts, employees, agents, insurers, and assigns forever releases and discharges the County and its officers, directors agents, successors, sureties, representatives, executors, attorneys, experts, employees, insurers, and assigns from any and all claims, causes of action, demands, disputes, and rights of whatever nature and kind, chaotic or inchoate, known or unknown, past of future, related to or in any way arising out of the PSA and Project and related in any way to the claims or defenses that were or could have been asserted by the RPPA against the County in the Lawsuit.

6. **County Release.** For and upon receipt by the County of the Settlement Sum as stated in paragraph 4 above, the County forever releases and discharges RPPA and its officers, directors, agents, successors, representatives, executors, attorneys, experts, employees, agents, insurers, and assigns from any and all claims, causes of action, demands, disputes, and rights of whatever nature and kind, chaotic or inchoate, known or unknown, past or future, related to or in any way arising out of the PSA and Project and related in any way to the claims or defenses that were or could have been asserted by County against the RPPA in the Lawsuit.
7. **Dismissal of Claims and Attorneys' Fees.** Within five (5) days of the County's receipt and clearance of the Settlement Sum, the County and RPPA shall execute a joint stipulation for dismissal with prejudice in the Lawsuit, and each party agrees to bear their own attorney's fees and costs. The parties shall cooperate with each other to submit a proposed agreed order to the Court for execution to approve the parties' joint stipulation for the dismissal with prejudice.
8. **Florida Law Applies, Exclusive Venue.** This Settlement Agreement shall be construed under the laws of the State of Florida without regard to its choice of law provisions. Venue for any dispute arising out of this Settlement Agreement shall lie exclusively in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
9. **Entire Agreement, Modification.** This Settlement Agreement with all documents required to be executed hereunder constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Settlement Agreement. No supplement, modification, or amendment to this Settlement Agreement shall be binding unless it is executed in writing by all Parties.
10. **Rule of Construction, Opportunity to Review.** The Parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Settlement Agreement and that no presumption or inference shall apply against any of the Parties hereto to

its construction. The Parties declare that: (a) they have completely read the terms of this Settlement Agreement; (b) they have discussed the terms of the Settlement Agreement with legal counsel of their choice; and (c) they fully understand and voluntarily accept the terms to make a full and final compromise, adjustment and settlement of claims.

11. **Successors and Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, representatives, agents, attorneys, officers, directors, predecessors, affiliates, parent, subsidiaries, successors or assigns in connection with any legal action arising out of the Settlement Agreement.
12. **Authority to Execute and Bind.** By executing this Settlement Agreement the signatories warrant and represent that they are authorized to enter into this Settlement Agreement and empowered to bind their respective parties to these terms and, where applicable, their parent, affiliates, subsidiaries, successors, and assigns and related entities. Further, the Parties represent that they have not assigned any of their respective rights or claims subject of or to this Settlement Agreement to any third party.
13. **Captions.** The captions or headings in this Settlement Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Settlement Agreement.
14. **Severability.** The Parties have attempted to create a Settlement Agreement that is lawful and enforceable in all respects. The validity of this Settlement Agreement shall not be affected by any subsequent changes in federal, state, or county law, whether through legislation or judicial interpretation, which create, eliminate or change the rights and obligations of the Parties. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such a manner as to be effective and valued under applicable law. However, if any provision of this Settlement Agreement is held to be invalid, void, or unenforceable, the balance of the provisions

shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired or invalidated.

15. **Counterparts, Electronic Signatures.** The Parties agree that this Settlement Agreement, and any and all other documents in connection with this Settlement Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same Settlement Agreement. This Settlement Agreement may be executed as facsimile, email, or electronic originals and each copy of this Settlement Agreement bearing the facsimile, email, or electronic transmitted signature of any of the Parties' authorized representatives shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Mutual Releases by their duly authorized representative as of the date of year appearing by their respective signatures.

By:	Orestes R	Digitally signed by Orestes R Rodriguez DN: c=US, o=Rodriguez Peterson Porras Architects Inc, ou=A01410C0000017183583BD9000016BE, cn=Orestes R Rodriguez Date: 2020.12.28 10:50:27 -05'00'	
Sign:	Rodriguez		
	_____		_____
	<i>Orestes Rodriguez</i>		<i>Date</i>
	<i>Rodriguez Peterson & Porras Architects, Inc.</i>		
	<i>RPPA's Corporate Seal:</i>		

Sign:	_____	_____
	Daniella Levine Cava	Date
	Mayor, Miami-Dade County	
	Miami-Dade County, Florida	

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Settlement Agreement”) is voluntarily entered into by and between Miami Skyline Construction Corp (“MSCC”), a Florida corporation, and Miami-Dade County (“County”), a political subdivision of the State of Florida (collectively “the Parties”).

WHEREAS, on April 14, 2010, MSCC and the County entered Contract No. Z00044 (“Contract”) under which MSCC agreed to construct the Northside Police Station in Arcola Lakes (“Project”); and

WHEREAS, numerous delays occurred regarding the timely completion of the Project; and

WHEREAS, due to the delays, on January 28, 2013, the County terminated MSCC for default; and

WHEREAS, MSCC disputes the cause of the delays; and

WHEREAS, on January 4, 2016, MSCC filed the action styled *Miami Skyline Construction Corp. v. Miami-Dade County* in Miami-Dade County Circuit Court with Case No. 16-0043 CA 01 against the County claiming wrongful termination (“Lawsuit”); and

WHEREAS, the County asserted affirmative defenses for liquidated damages and violation of Article XV of the Miami-Dade County Code (the “County’s False Claims Ordinance”); and

WHEREAS, on April 19, 2018, the County filed a Third-Party Complaint for defense and indemnification against Rodriguez Peterson & Porras Architects, Inc., the architect firm that oversaw the Project for the County; and

WHEREAS, the Parties want to avoid the associated expense and uncertainty of litigation, and therefore desire to amicably resolve their dispute and settle all claims and

counterclaims between them which would or could have been asserted by either party in the Lawsuit and to release each other from any and all liability with respect to said events, and to set forth their mutual understanding and agreements with respect thereto; and

NOW, THEREFORE, in consideration of the foregoing recitals and following premises, terms, and conditions, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The Parties agree that the above recitals are true and correct and those recitals are incorporated by reference and form a part of this Settlement Agreement.
2. **Effective Date.** The Effective Date of this Settlement Agreement shall be the sooner of:
(1) the date the County Mayor's veto period expires after the approval of this Settlement Agreement by the Board of County Commissioners of Miami-Dade County ("BCC") without the County Mayor vetoing the BCC's resolution approving same; or (2) the date on which the Mayor approves the BCC approved resolution authorizing the execution of this Settlement Agreement, as set forth in Section 3 of this Settlement Agreement.
3. **County Approval Process.** The Parties acknowledge that before the County may settle any claims or enter into any binding contractual obligations pursuant to this Settlement Agreement, the County must obtain the approval of the BCC and obtain the subsequent assent of the County Mayor or, if the County Mayor vetoes any legislation approving this Settlement Agreement, an override of the County's Mayor's veto by the BCC.
 - a. **BCC Approval.** The Parties acknowledge that County Resolution No. 130-06 requires that all non-County parties shall execute this Settlement Agreement before the Settlement Agreement may be placed on the BCC's agenda. Accordingly, MSCC shall execute this Settlement Agreement as a precondition of the presentation of this Settlement Agreement

to the BCC. After such execution, MSCC agrees that it may not withdraw from or modify the terms of this settlement with the County, as presented in this Settlement Agreement except as provided in paragraph 3(c) below.

b. **Parties' Obligations Before BCC Approval.** Neither of the Parties shall be required to file any documents compromising any claim it may have against the other party and shall not have released the other party until the Effective Date of this Settlement Agreement.

c. **Consequences Upon Failure to Obtain BCC Approval.** To the extent the BCC does not approve this Settlement Agreement, and after all opportunities for BCC reconsideration have passed, the Parties shall return to the status quo existing before the Parties' preparation of this Settlement Agreement, and the fact that the Parties sought to negotiate a resolution to their dispute concerning the Project, including any supporting documents necessary to present this Settlement Agreement to the BCC, shall be inadmissible for all reasons and shall not prejudice any of their pre-existing rights and remedies with respect to each other or any other person or entity.

4. **Agreement to Settle, No Admission of Liability.** Subject to the terms and conditions of this Settlement Agreement, this Settlement Agreement, the payment of any monies, or any other action of forbearance taken pursuant to this Settlement Agreement shall in no way constitute or be construed as an admission of liability or acknowledgement of the validity of any allegation, finding, or conclusion by the Parties or their respective agents, but rather are made for the purpose of settling the claims, controversies, and differences addressed herein and to avoid the expense and uncertainty of litigation. Moreover, this Settlement Agreement shall not be admissible in any proceeding for any purpose, except for the purpose of establishing a claim of default or violation of the provisions contained herein.

a. **Payment Terms.** The County shall pay MSCC the total sum of one-hundred-forty-thousand-dollars-and-zero-cents (\$140,000.00) (“Settlement Sum”) as a full and final settlement of all disputes between the Parties as set forth in this Settlement Agreement. To effectuate payment, within ten (10) days after the Effective Date, MSCC shall provide the County with the banking information necessary for the County to pay MSCC via wire transfer.

b. **Change of Termination from Default to Convenience.** Within ten (10) days of the Effective Date, the County shall convert MSCC’s termination for default from Contract No. Z00044 to a termination for convenience.

5. **County Release.** For the consideration and promises made herein and upon payment of the Settlement Sum, the County forever releases and discharges MSCC and its officers, directors agents, successors, sureties, representatives, executors, attorneys, experts, employees, insurers, and assigns from any and all claims, causes of action, demands, disputes, and rights of whatever nature and kind, chaotic or inchoate, known or unknown, past of future, related to or in any way arising out of the Project and Contract and related in any way to the claims or defenses that were or could have been asserted by the County against MSCC in the Lawsuit.

6. **MSCC Release.** For and upon receipt by MSCC of the Settlement Sum as stated in paragraph 4 above, MSCC and its officers, directors, agents, successors, sureties, representatives, executors, attorneys, experts, employees, agents, insurers, and assigns forever releases and discharges the County from any and all claims, causes of action, demands, disputes, and rights of whatever nature and kind, chaotic or inchoate, known or unknown, past of future, related to or in any way arising out of the Project and Contract and related in any way to the claims or defenses that were or could have been asserted by MSCC against the County in the Lawsuit.

7. **Dismissal of Claims and Attorneys' Fees.** Within five (5) business days of MSCC's receipt and clearance of the Settlement Sum, the County and MSCC shall file a joint stipulation for dismissal with prejudice in the Lawsuit, and each party agrees to bear their own attorneys' fees and costs. The Parties shall cooperate with each other to submit a proposed agreed order to the Court for execution to approve the parties' joint stipulation for the dismissal with prejudice.
8. **Florida Law Applies, Exclusive Venue.** This Settlement Agreement shall be construed under the laws of the State of Florida without regard to its choice of law provisions. Venue for any dispute arising out of this Settlement Agreement shall lie exclusively in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.
9. **Entire Agreement, Modification.** This Settlement Agreement with all documents required to be executed hereunder constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Settlement Agreement. No supplement, modification, or amendment to this Settlement Agreement shall be binding unless it is executed in writing by all Parties.
10. **Rule of Construction, Opportunity to Review.** The Parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Settlement Agreement and that no presumption or inference shall apply against any of the Parties hereto to its construction. The Parties declare that: (a) they have completely read the terms of this Settlement Agreement; (b) they have discussed the terms of the Settlement Agreement with legal counsel of their choice; and (c) they fully understand and voluntarily accept the terms to make a full and final compromise, adjustment and settlement of claims.
11. **Successors and Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, representatives,

agents, attorneys, officers, directors, predecessors, affiliates, parent, subsidiaries, successors or assigns in connection with any legal action arising out of the Settlement Agreement.

12. **Authority to Execute and Bind.** By executing this Settlement Agreement, the signatories warrant and represent that they are authorized to enter into this Settlement Agreement and empowered to bind their respective parties to these terms and, where applicable, their parent, affiliates, subsidiaries, successors, assigns, and related entities. Further, the Parties represent that they have not assigned any of their respective rights or claims subject of or to this Settlement Agreement to any third party.
13. **Captions.** The captions or headings in this Settlement Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Settlement Agreement.
14. **Severability.** The Parties have attempted to create a Settlement Agreement that is lawful and enforceable in all respects. The validity of this Settlement Agreement shall not be affected by any subsequent changes in federal, state, or county law, whether through legislation or judicial interpretation, which create, eliminate or change the rights and obligations of the Parties. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such a manner as to be effective and valued under applicable law. However, if any provision of this Settlement Agreement is held to be invalid, void, or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired or invalidated.
15. **Counterparts, Electronic Signatures.** The Parties agree that this Settlement Agreement, and any and all other documents in connection with this Settlement Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same Settlement Agreement. This Settlement Agreement may be

executed as facsimile, email, or electronic originals and each copy of this Settlement Agreement bearing the facsimile, email, or electronic transmitted signature of any of the Parties' authorized representatives shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Mutual Releases by their duly authorized representative as of the date of year appearing by their respective signatures.

By:

Sign:



12.08.20

Date

Claudio Rodriguez
Principal and President
Miami Skyline Construction Corp.
MSCC's Corporate Seal:



Sign:

Daniella Levine Cava
Mayor, Miami-Dade County
Miami-Dade County, Florida

Date

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MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(10)

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
- ☐ Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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(F)(10)
4-20-21

RESOLUTION NO. R-286-21

RESOLUTION APPROVING TERMS OF TWO SETTLEMENT AGREEMENTS AND MUTUAL RELEASES: ONE BETWEEN THE COUNTY AND MIAMI SKYLINE CONSTRUCTION CORP. (“CONTRACTOR”), AND ONE BETWEEN THE COUNTY AND RODRIGUEZ PETERSON AND PORRAS ARCHITECTS, INC. (“ARCHITECT”), TO RESOLVE ALL CLAIMS PERTAINING TO THE NORTHSIDE POLICE STATION IN ARCOLA LAKES PROJECT NO. Z00044 GOB ESP IN AN AMOUNT TOTALING \$65,000.00 PAYABLE TO THE COUNTY BY THE ARCHITECT, AND \$140,000.00 PAYABLE TO THE CONTRACTOR BY THE COUNTY, AND CONVERTING CONTRACTOR’S TERMINATION FOR DEFAULT TO A TERMINATION FOR CONVENIENCE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE SETTLEMENT AGREEMENTS AND TO EXERCISE ALL RIGHTS AND ENFORCE ALL PROVISIONS CONTAINED THEREIN

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

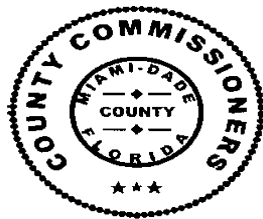
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the terms of two settlement agreements and mutual releases, in substantially the forms attached to the accompanying memorandum as Exhibit 1 and Exhibit 2, between Miami-Dade County and Miami Skyline Construction Corp. (“Contractor”), and between Miami-Dade County and Rodriguez Peterson and Porras Architects, Inc. (“Architect”), respectively, to resolve all claims pertaining to the Northside Police Station in Arcola Lakes Project No. Z00044 GOB ESP in an amount totaling \$65,000.00 payable to the County by the Architect, and \$140,000.00 payable to the Contractor by the County, and to convert the Contractor’s termination for default to a termination for

convenience. This Board further authorizes the County Mayor or Mayor's designee to execute the settlement agreements and to exercise all rights and enforce all provisions contained in the settlement agreements.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of April, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Angela F. Benjamin