

Office of Superintendent of Schools
Board Meeting of September 13, 2000

September 1, 2000

Office of School Board Attorney
Johnny Brown, Board Attorney

SUBJECT: The School Board of Miami-Dade County, Florida v. Borrelli & Associates, Architects Planners, P.A. (William H. Turner Technical Arts High School), Case No. 97-3070 CA 15 Settlement Agreement

In 1997, the School Board filed suit against Borrelli & Associates, Architects Planners, P.A., the Project Architect, for indemnification and breach of contract, seeking damages for the Project Architect's failure to perform its obligations under the contract by not properly providing design and inspection services on William H. Turner Technical Arts High School, resulting in damages to the School Board. In keeping with the requirements of the Court, outside counsel handling this case on behalf of the Board entered into formal mediation with the Defendant on August 22, 2000, which has resulted in the settlement being recommended to the Board. The Defendant has offered to pay the total amount of \$550,000.00 as full and complete settlement of the litigation. Under the terms of this settlement, the School Board would receive \$440,000.00 and the Contractor (Dayco-Astaldi Construction Company) would receive \$110,000.00.

The settlement is recommended as advantageous to the School Board for the reasons set forth in the letter submitted by the Board's outside counsel, which has been submitted to the Board under separate cover. The administrative staff and the School Board Attorney are in agreement with the recommendation.

RECOMMENDED: That The School Board of Miami-Dade County, Florida approve and authorize settlement by approving the arrangement whereby the Board would be accepting payment of \$440,000.00 and Dayco-Astaldi Construction Company will be accepting \$110,000.00 to be paid by the Defendants in the case of The School Board of Miami-Dade County, Florida v. Borrelli & Associates, Architects Planners, P.A., Case No. 97-3070 CA 15.

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