

Office of School Board Attorney  
JulieAnn Rico, Board Attorney

**SUBJECT: PROPOSED PARTIAL SETTLEMENT AGREEMENT IN THE CASE OF THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA v. F&L CONSTRUCTION, INC., PEREZ ASSOCIATES, ET AL., CIRCUIT COURT CASE NO. 04-25048-CA-02**

Perez Associates ("PA") was the design professional for the School Board in connection with the construction of Christina M. Eve Elementary School (the "School"). The School Board sued F&L Construction, Inc., the construction manager, as well as PA, in the above-referenced case and asserted claims for breach of contract and warranty for defective construction. These claims were based on the report issued by the School Board's forensic consultant in this matter.

Although all named Defendants asserted that they had several defenses to the lawsuit, the parties agreed to engage in informal discovery and negotiation rather than continue with the litigation in an effort to resolve the dispute in a cost effective manner. This effort has led to a proposed settlement of all claims against the design professionals (except for any third party claims). The settlement is conditioned upon final Board approval. Approval of the settlement will result in payment by PA to the Board in the amount of \$40,000.

Pursuant to the terms of the settlement, and in consideration for the payment of the settlement proceeds, the School Board will give PA a limited release that will release PA from all claims raised in this case regarding this school, except claims that might in the future be raised by third parties (there are none at this time). As such, the School Board retains the right to look to PA for any third party claims that might be filed against the School Board with respect to design defects. The remaining claims against the main Defendant, F&L Construction, are the subject of ongoing negotiations; this settlement applies solely to those claims raised against and involving PA.

This settlement is recommended as being in the best interests of the Board, and administration is in agreement with the proposed settlement. A copy of the Settlement Agreement will be provided to the Board under separate cover.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida authorize the Superintendent to enter into the Settlement Agreement with Perez Associates as described herein (and more specifically in the Settlement Agreement) for the settlement of all claims against this party in the case known as The School Board of Miami-Dade County, Florida v. F&L Construction, Inc., Perez Associates, et al., Circuit Court Case No. 04-25048 CA 02, excluding any third party claims that might be filed against the School Board relating to design defects at the subject school.