



**COUNTY ATTORNEY'S OFFICE**  
**JEFFREY J. NEWTON, County Attorney**

201 South Rosalind Avenue ■ 3rd Floor  
Reply To: Post Office Box 1393  
Orlando, FL 32802-1393  
407-836-7320 ■ Fax 407-836-5888  
<http://www.ocfl.net>

**MEMORANDUM**

**TO:** Mayor Teresa Jacobs  
and  
County Commissioners

**FROM:** Jeffrey J. Newton, County Attorney *JJN*  
William C. Turner, Jr., Assistant County Attorney  
**Contact: (407) 836-7368**

**DATE:** October 30, 2017

**SUBJECT:** Consent Agenda Item for the Board Meeting on November 14, 2017;  
Settlement of Convention Center Litigation in favor of Orange County,  
Florida  
***BDG Construction Services, LLC v. Orange County, Florida/Orange  
County, Florida v. United Fire & Casualty Company/BDG Construction  
Services, LLC v. Rabah Fabrication, Inc./BDG Construction Services,  
LLC v. Base Consultants, Inc. and Laura Barbero-Buffa***  
CASE NO.: 2016-CA-002289-O

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This consent agenda item requests authorization from the Board of County Commissioners (BCC) to settle a lawsuit brought by BDG Construction Services, LLC against Orange County related to anchor bolts used for installation of video monitors at the Orange County Convention Center. The parties in this lawsuit settled this claim through mediation on April 27, 2017, for \$44,500, payable to Orange County by Rebah Fabrication, Inc. and United Fire & Casualty Company, subject to approval by the BCC. BDG shall dismiss its Complaint against Orange County and Orange County will dismiss its Counterclaim against BDG. All parties agree to be responsible for their own attorneys' fees and costs.

**A confidential memorandum and copy of the Mediation Settlement Agreement has been provided to the Board.**

**The Mediation Settlement Agreement shall become a public record upon approval by the Board.**

*Deputy County Attorney*

Joel D. Prinsell

*Senior Assistant County Attorneys*

Elaine M. Asad

Lila McHenry

*Assistant County Attorneys*

Roberta Alfonso

Cristina T. Berrios

Anthony Cotter

Whitney E. Evers

Wanzo Galloway, Jr.

Erin E. Hartigan

Georgiana Holmes

Katherine W. Latorre

Scott McHenry

Sawsan Mohiuddin

Scott Shevenell

William Turner

*Legal Administrative Supervisor*

Anna M. Caban

*Senior Paralegal*

Kimberly Cundiff

*Paralegals*

Melessia Lofgren

Maria Vargas, ACP

Mayor Teresa Jacobs  
And  
County Commissioners  
October 30, 2017  
Page 2

**ACTION REQUESTED**

**Approval and execution of Mediation Settlement Agreement in the total amount of \$44,500 to be paid to Orange County by Rebah Fabrication, Inc. and United Fire & Casualty Company and authorization for the County Attorney's Office to execute all documents which effectuate the Mediation Settlement Agreement.**

WCT/jac

Copy: Ajit Lalchandani, County Administrator  
Terry Devitt, Assistant Director, Convention Center

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BCC Mtg. Date: November 14, 2017

### MEDIATION SETTLEMENT AGREEMENT

THIS MEDIATION SETTLEMENT AGREEMENT ("Agreement") was made and entered into by and between BDG Construction Services, LLC ("BDG"), Orange County, Florida ("Orange County"), United Fire & Casualty Company ("United") and Rebah Fabrication, Inc. ("Rebah"). All of the foregoing shall collectively be referred to as the "Parties."

### PURPOSE

The Parties to this Agreement acknowledge that the purpose of this Agreement is to memorialize the resolution of all disputes of whatever nature asserted by and between the Parties arising out of or relating to matter that is the subject of the lawsuit styled BDG Construction Services, LLC v. Orange County, Florida, *et al.*, Ninth Judicial Circuit, Orange County Case No.: 2016-CA-002289-O).

### AGREEMENT

The Parties agree as follows:

1. SETTLEMENT SUM and TERMS:
  - a. \$44,500.00 shall be paid to Orange County.
  - b. Rebah shall pay \$10,000 toward the settlement amount going to Orange County and United shall pay \$34,500 toward the settlement amount going to Orange County.
  - c. There shall be mutual release between BDG, Orange County and Rebah and between Orange County, United, and Rebah.
  - d. BDG shall dismiss its complaint and Orange County shall dismiss its counterclaim. (BDG's third-party claim against BASE and Ms. Barbero-Buffa will not be dismissed).
  - e. United reserves its rights under the June 26, 2014 Indemnity Agreement.
  - f. BDG will continue its claim against BASE and Ms. Barbero-Buffa.
2. Payment shall be made within 10 days after approval of Board of County Commissioners.
3. ATTORNEYS' FEES and MEDIATOR COSTS. Other than in the event of a default under Paragraph (2), the Parties are to bear their own attorneys' fees and costs incurred in this action and equally share the cost of the mediator.
4. RELEASE. Other than with respect to the payment obligations contained herein and United' reservation of its rights against BDG and others pursuant to the June 26, 2014 Indemnity Agreement, the Parties hereby release each other, as well as past, present, and future predecessors, successors, partners, affiliates, members, insurers, directors, sureties, assigns, managers, officers, stockholders, employees, attorneys, and agents from any and all claims, demands, and damages, whether arising out law or equity, and whether previously asserted or unasserted, known or unknown, latent or patent, arising out of or relating to the above action.

5. **AGREEMENT COMPROMISES DISPUTED CLAIMS.** This Agreement is made and entered into by the Parties as a compromise of disputed claims between them. None of this Agreement, the payment provided by it, nor any document, pleading or paper prepared and signed pursuant to the provisions of this Agreement shall constitute or be construed or asserted as an admission of liability on the part of any party. The Parties expressly acknowledge and agree that all claims asserted or unasserted between them have been fully and amicably resolved.

6. **CONFIDENTIALITY.** The Parties agree that the terms of this Agreement are to remain strictly confidential between the Parties, unless otherwise ordered by a Court of competent jurisdiction or as may be needed to be disclosed to any accountants, tax preparers or the like of either party. This Agreement shall not be confidential to the extent that any provisions of Florida's Sunshine Law prevent confidentiality.

7. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

8. **JURISDICTION AND VENUE.** Any and all legal actions arising from or relating to this Agreement shall be commenced in the Court of this action. The Court shall reserve jurisdiction solely to enforce the terms of this Agreement. Any dispute shall be heard in Orlando, Orange County, Florida.

9. **DRAFTING OF THE AGREEMENT.** The Parties participated in the drafting of this Agreement and/or had it reviewed by competent counsel. Accordingly, no presumption shall be given in favor of, or against, any party in interpreting this Agreement and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10. **SEVERABILITY.** If any provision of this Agreement is found to be unenforceable, the remaining provisions hereof shall nevertheless be carried into effect.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the Parties hereto, supersedes any prior agreement between the Parties, whether written or oral, and may not be changed, altered or modified except in writing and executed by the Parties hereto. Each party acknowledges that no representation, inducement, promises or agreements, orally or otherwise, was made by any party, or anyone acting on behalf of any party, unless such representation, inducement, promises or agreements are embodied in this Agreement.

12. **REPRESENTATION BY COUNSEL.** Each party was represented by independent counsel in this matter or had the opportunity to consult with independent counsel. Furthermore, the Parties obtained advice from said counsel concerning the meaning, scope and effect of this Agreement, or voluntarily waived such an opportunity.

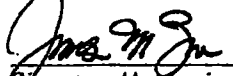
13. **AUTHORIZATION AND AUTHORITY.** Each party represents and warrants to the other that: (a) it is duly authorized and competent to execute this Agreement, (b) it has all necessary corporate power and authority to enter into this Agreement and to perform the agreements contained in this Agreement, and (c) the person signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party.

14. SECTION HEADINGS. The section headings contained in this Agreement are descriptive only and shall not be used to interpret, expand, modify, explain or limit any of the provisions of this Agreement.


15. DISMISSAL OF ACTION / RELEASE OF LIEN. Upon the timely receipt and clearance of payments due pursuant to Paragraph (1) above, counsel

AGREED AND CONSENTED TO this \_\_\_\_ day of \_\_\_\_\_, 2017.

**BDG CONSTRUCTION SERVICES, LLC**

  
Signature/Authorized Title

JAMES M BROWN  
Printed Name

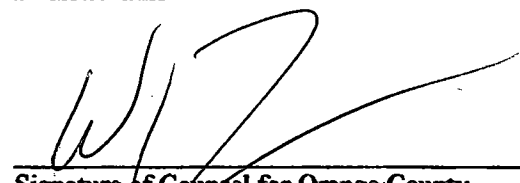
  
Signature of Counsel for BDG Construction Services, LLC

Frank Rappich  
Printed Name of Counsel for BDG Construction Services, LLC

**ORANGE COUNTY, FLORIDA**

  
Signature/Authorized Title

William C. Turner, Jr.  
Printed Name

  
Signature of Counsel for Orange County, Florida

William C. Turner Jr  
Printed Name of Counsel for Orange County, Florida

**UNITED FIRE & CASUALTY COMPANY**

\_\_\_\_\_  
Signature/Authorized Title

\_\_\_\_\_  
Printed Name

**REBAH FABRICATION, INC.**

\_\_\_\_\_  
Signature/Authorized Title

\_\_\_\_\_  
Printed Name

BDG AND ORANGE COUNTY SIGNATURE PAGE

14. SECTION HEADINGS. The section headings contained in this Agreement are descriptive only and shall not be used to interpret, expand, modify, explain or limit any of the provisions of this Agreement.

15. DISMISSAL OF ACTION / RELEASE OF LIEN. Upon the timely receipt and clearance of payments due pursuant to Paragraph (1) above, counsel shall dismiss this action with prejudice.

AGREED AND CONSENTED TO this \_\_\_\_ day of \_\_\_\_, 2017.

BDG CONSTRUCTION SERVICES, LLC

ORANGE COUNTY, FLORIDA

Signature/Authorized Title

Signature/Authorized Title

Printed Name

Printed Name

Signature of Counsel for BDG Construction Services, LLC

Signature of Counsel for Orange County, Florida

Printed Name of Counsel for BDG Construction Services, LLC

Printed Name of Counsel for Orange County, Florida

UNITED FIRE & CASUALTY COMPANY

REBAH FABRICATION, INC.

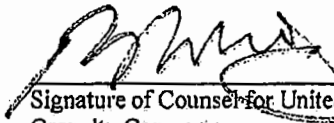
Steven C. Watters, Senior Surety  
Signature/Authorized Title Claims Rep.

Pamela L. Haber, President  
Signature/Authorized Title

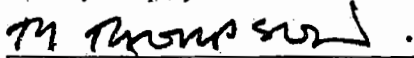
Steven C. Watters  
Printed Name

Pamela L. Haber  
Printed Name

UNITED FIRE AND REBAH SIGNATURE PAGE



Signature of Counsel for United Fire &  
Casualty Company



Printed Name of Counsel for United Fire &  
Casualty Company




Signature of Counsel for Rebah Fabrication,  
Inc.

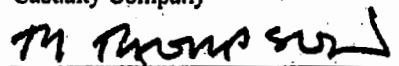


Printed Name of Counsel for Rebah Fabrication,  
Inc.

Bryan R. Rendzio (Mediator)  
Mediator No.: 28749R

UNITED FIRE AND REBAH SIGNATURE PAGE

  
Signature of Counsel for United Fire &  
Casualty Company

  
Printed Name of Counsel for United Fire &  
Casualty Company

  
Bryan R. Rendzio (Mediator)  
Mediator No.: 28749R

\_\_\_\_\_  
Signature of Counsel for Rebah Fabrication,  
Inc.

\_\_\_\_\_  
Printed Name of Counsel for Rebah Fabrication,  
Inc.

UNITED FIRE AND MEDIATOR-BRYAN RENDZIO  
SIGNATURE PAGE