

DEDRICK D. STRAGHN
ATTORNEY & COUNSELOR AT LAW

26 S.W. 5TH AVE.

DELRAY BEACH, FL 33444

TELEPHONE (561) 789-5232

dstraghn@yahoo.com

FACSIMILE (561) 272-0774

November 24, 2015

PRIVILEGED FLA.R.EVD 40.908 COMPROMISE LETTER

Via electronic mail to
fmcunni@cunninghamlaw.com

Malcolm Cunningham, Esq.
The Cunningham Law Firm, P.A.
400 Australian Avenue South, Suite 700
West Palm Beach, FL 33401

**RE: RANDOLPH & DEWDNEY CONSTRUCTION INC., V. CITY OF
RIVIERA BEACH, ET AL**

Mr. Cunningham:

As you know, I represent the Plaintiff, Randolph & Dewdney Construction Inc. (RDC), in the above-referenced case. We would like to make an offer to settle your attorney's fees. ***I request that you immediately share this letter in its entirety with the Riviera Beach City Commission and its CRA.***

The dismissal of RDC's actions was not based on the merits of allegations set forth in his complaint, but a procedural technicality. Since the dismissal was without prejudice and not based on the merits of RDC's claims, it has a continuing right to refile another action against the City and the CRA without res judicata attaching provided said action is brought within the applicable statutory time frame. In this instance the statute of limitations affords RDC four (4) years to bring suit from the date of the alleged wrong. §95.11 (3)(p), *Florida Statutes* (2015). Therefore, RDC has until August 2017, to re-file its action against the City and the CRA. At the time the initial action was dismissed RDC was prepared to move forward on a 3rd Amended Complaint and remains committed to filing another action.

Additionally, the CRA is still in possession of a \$5,000.00 bond that RDC paid in August 2013, for a bid protest challenging the CRA's decision to offer Project #398-13 CRA Community Garden & Park to All-Site Construction. On August 27, 2013, Tony Brown, Executive Director of the CRA informed RDC via written correspondence that the CRA would be returning its protest bond. To date, the bond has not been returned. Pursuant to the CRA's procurement code and the ITB, the protest bond was to be returned to RDC once the CRA decided to cancel the bid. Currently, the CRA is holding RDC's bond in violation of its procurement code and without any legal justification for doing so. As such, RDC has legal grounds to file an action against the CRA to retrieve the bond.

Nevertheless, in the spirit of compromise, RDC hereby offers to forfeit the \$5,000.00 protest bond and forego the subsequent filing of any civil actions against the City and CRA concerning any and all matters related to Project #398-13 CRA Community Garden & Park, in exchange for a satisfaction from the City and CRA of payment of all attorney's fees.

NOTHING CONTAINED HEREIN IS INTENDED TO BE, OR SHALL BE DEEMED TO BE, A FULL FINAL STATEMENT OF ANY OF RDC'S CLAIMS, OR A WAIVER, OR A WAIVER OF ANY OF HER RIGHTS, TITLES, OR INTERESTS HEREIN, ALL OF WHICH ARE EXPRESSLY RESERVED.

Thank you for your time and attention to this matter.

Respectfully,

s/Dedrick D. Straghn

Dedrick D. Straghn, Esq.