

1 [Settlement of Lawsuit - John Russo Industrial Sheetmetal, Inc., dba JRI, Inc. - \$2,100,000]

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3 **Ordinance authorizing settlement of the lawsuit filed by John Russo Industrial**
4 **Sheetmetal, Inc., a California corporation, dba JRI, Inc. ("JRI") against the City and**
5 **County of San Francisco for \$2,100,000 and other material terms; the lawsuit was filed**
6 **on June 17, 2010, in Alameda County Superior Court Case No. HG10520625, entitled**
7 **JRI, Inc. v. City and County of San Francisco, et al., related to the contract for the**
8 **manufacture and delivery of two Aircraft Rescue Fire Fighting vehicles for use at San**
9 **Francisco International Airport ("Airport"); other material terms of said settlement**
10 **include that the City will convert the prior termination of JRI's contract for default to a**
11 **termination for convenience; for five years, JRI will not bid on any Airport contracts,**
12 **including as a subcontractor, or challenge any Airport procurements; and the parties**
13 **mutually release all claims relating to the contract or the lawsuit.**

14
15 Be it ordained by the People of the City and County of San Francisco:

16 Section 1. Pursuant to Charter section 6.102(5), the Board of Supervisors hereby
17 authorizes the City Attorney to settle the action entitled JRI, Inc. v. City and County of San
18 Francisco, et al., Alameda County Superior Court Case No. HG10520625, by the payment of
19 \$2,100,000. As detailed in the settlement agreement, the other material terms of the
20 settlement include:

21 a. The City will convert the prior termination of JRI's contract for default to a
22 termination for convenience.

23 b. For five years, JRI will not bid on any Airport contracts, including as a
24 subcontractor, or challenge any Airport procurements.

1 c. During that five-year period, except as otherwise required by law or court
2 order, the parties will direct their employees and agents to respond, if asked, about the
3 contract, litigation, or its resolution, by stating only, "The City and County of San Francisco
4 and John Russo Industrial Sheetmetal, Inc. agree that they have amicably resolved their
5 dispute regarding Contract No. 72271 and this contract is terminated for convenience and not
6 for default."

7 d. The parties mutually release all claims relating to the Contract or the
8 Action.


9 Section 2. The above-named action was filed in Alameda County Superior Court on
10 June 17, 2010 by plaintiff John Russo Industrial Sheetmetal, Inc., a California corporation,
11 d/b/a JRI, Inc. against defendants the City and County of San Francisco and the San
12 Francisco International Airport.

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APPROVED AS TO FORM AND
RECOMMENDED:

DENNIS J. HERRERA
City Attorney



ELAINE O'NEIL
Deputy City Attorney
Construction and Public Contracting
Team Leader

FUNDS AVAILABLE:



BEN ROSENFELD
Controller

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RECOMMENDED:

SAN FRANCISCO AIRPORT COMMISSION



JOHN L. MARTIN
Airport Director

APPROVED:



Secretary, Airport Commission



City and County of San Francisco
Tails
Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 150985

Date Passed: December 15, 2015

Ordinance authorizing settlement of the lawsuit filed by John Russo Industrial Sheetmetal, Inc., a California corporation, dba JRI, Inc. ("JRI") against the City and County of San Francisco for \$2,100,000 and other material terms; the lawsuit was filed on June 17, 2010, in Alameda County Superior Court Case No. HG10520625, entitled JRI, Inc. v. City and County of San Francisco, et al., related to the contract for the manufacture and delivery of two Aircraft Rescue Fire Fighting vehicles for use at San Francisco International Airport ("Airport"); other material terms of said settlement include that the City will convert the prior termination of JRI's contract for default to a termination for convenience; for five years, JRI will not bid on any Airport contracts, including as a subcontractor, or challenge any Airport procurements; and the parties mutually release all claims relating to the contract or the lawsuit.

November 12, 2015 Government Audit and Oversight Committee - CONTINUED

December 03, 2015 Government Audit and Oversight Committee - RECOMMENDED AS COMMITTEE REPORT

December 08, 2015 Board of Supervisors - PASSED, ON FIRST READING


Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Tang, Wiener, Yee and Peskin


December 15, 2015 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

File No. 150985

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 12/15/2015 by the Board of Supervisors of the City and County of San Francisco.


Angela Calvillo
Clerk of the Board


Mayor


Date Approved