



Legislation Text

File #: 26-0555, **Version:** 1

Interoffice Memorandum

DATE: April 23, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Mark Tester, Executive Director

CONTACT: Terry Devitt

PHONE: 407-685-9867

DIVISION: Facility Operations Division

ACTION REQUESTED:

Approval of Release and Settlement Agreement by Orange County, Florida, and COMELCO, Inc., and Berkley Insurance Company for the Orange County Convention Center Lighting Project. (Facility Operations Division)

PROJECT: N/A

PURPOSE: The purpose of this memo is to request approval of a Release and Settlement Agreement made and entered into by Orange County, Florida, and COMELCO, Inc., and Berkley Insurance Company. The Release and Settlement Agreement is attached for reference. The scope of the project was to install exterior lighting enhancements along the North-South Building. A lawsuit was filed by the County due to a dispute in contractor performance. COMELCO, Inc. filed a counterclaim in response. Both parties agreed to resolve the lawsuit based on the terms and conditions as set forth in the Agreement. Dismissal of the lawsuit will occur within 10 business days upon full execution of this Agreement and approval by the Board.

BUDGET: N/A

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is made and entered into by Orange County, Florida, including the Board of County Commissioners of Orange County, Florida ("Plaintiff") and COMELCO, Inc., and Berkley Insurance Company, ("Defendants"). The Plaintiff and the Defendants are collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about March 27, 2017, the Board of County Commissioners of Orange County, Florida, entered into a contract with COMELCO, Inc. ("COMELCO") for the installation of exterior lighting enhancements at the Orange County Convention Center ("Lighting Project"); and

WHEREAS, as part of the contract, a performance bond was issued by Berkley Insurance Company to indemnify Orange County for all costs, expenses, and damages arising out of or in connection with the neglect, default or want of care or skill on the part of COMELCO in the performance of the contract ("Performance Bond"); and

WHEREAS, COMELCO, Inc. commenced installation of the exterior lighting enhancements in June 2017; and

WHEREAS, a dispute arose concerning COMELCO's performance under the contract and the installation of the lights pursuant to the Lighting Project; and

WHEREAS, on or about March 14, 2019, Orange County issued a show cause notice to COMELCO; and

WHEREAS, the contract was subsequently terminated; and

WHEREAS, Plaintiff filed a complaint against the Defendants ("Complaint"); Case No. 2022-CA-2686-O in the Circuit Court in and for Orange County, Florida ("Lawsuit"); and

WHEREAS, COMELCO filed a Counterclaim in the Lawsuit against Orange County alleging breach of contract ("Counterclaim"); and

WHEREAS, the Parties deny any and all claims as set forth in the Lawsuit; and

WHEREAS, the Parties desire to resolve the Lawsuit upon the terms and conditions as set forth in this Agreement.

In consideration of the foregoing, the Parties agree as follows:

1. RELEASE AND DISCHARGE

1.1. For the consideration set forth herein, including the agreement of the Parties to release each other from any claims, disputes, and liabilities, including any claim for costs and/or attorney's fees, incurred in this action, along with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby remise, release, and forever discharge each other, their insurers, reinsurers, administrators, officers, directors, agents, employers, employees, representatives, subsidiaries, divisions, parent companies, affiliates, successors, and assigns, of and from any and all causes of action, suits, sums of money, trespasses, agreements, or claims in law or equity, which the Parties have upon or by reason of any matter, cause, or thing, arising from or related to the Lighting Project.

1.2 Without in any manner limiting the foregoing, this Agreement is expressly intended to release any and all claims which the Parties did or could have brought against each other in the Lawsuit, including all claims brought in the Complaint and all claims brought in the Counterclaims.

1.3 This Agreement is not intended to be and shall not be deemed to be any evidence or any admission of liability on the part of Defendant or anyone else, but constitutes a compromise and settlement of disputed claims.

2. DISMISSAL OF THE LAWSUIT

2.1 Within ten (10) business days of the full execution of this Agreement, and approval by the Board of County Commissioners, the Parties shall file a joint dismissal with prejudice of the Complaint and the Counterclaims, with each party to bear its own attorney's fees and costs.

3. MISCELLANEOUS

3.1 Non-Admission. This Agreement is a compromised release of a disputed claim and is not an admission of liability on behalf of any party.

3.2 Neutral Interpretation. Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

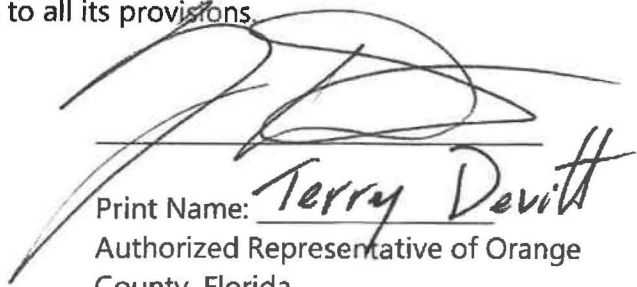
3.3 Controlling Law. The terms of this Agreement shall be construed and governed in accordance with the internal laws, but not the laws of conflicts, of the State of Florida applicable to agreements made and to be performed in that state.

3.4 Enforcement. In any action seeking enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

3.5 Opportunity to consult with counsel. By signing this Agreement, the Parties confirm they have had sufficient time and opportunity to ask questions, seek clarification, and obtain independent legal advice regarding the terms of this Agreement.

// The remainder of this page has been intentionally left blank //

IN WITNESS WHEREOF, the undersigned has reviewed and read this entire Agreement and understands and agrees to all its provisions.


Print Name: Terry Devitt
Authorized Representative of Orange
County, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the foregoing instrument was sworn to and signed before me by means of physical presence or online notarization, by Terry Devitt who is personally known to me or who produced _____ as identification this 9 day of April, 2026.




NOTARY PUBLIC
My Commission Expires: 6/30/2029

IN WITNESS WHEREOF, the undersigned has reviewed and read this entire Agreement and understands and agrees to all its provisions.

B. W. Kahn

Print Name: Bruce W Kahn, Sr. V.P.
Authorized Representative of Berkley
Insurance Company

STATE OF NEW JERSEY
COUNTY OF MORRIS

BEFORE ME, the foregoing instrument was sworn to and signed before me by means of physical presence or _____ online notarization, by Bruce W Kahn who is personally known to me or who produced _____ as identification this 9th day of April, 2026.

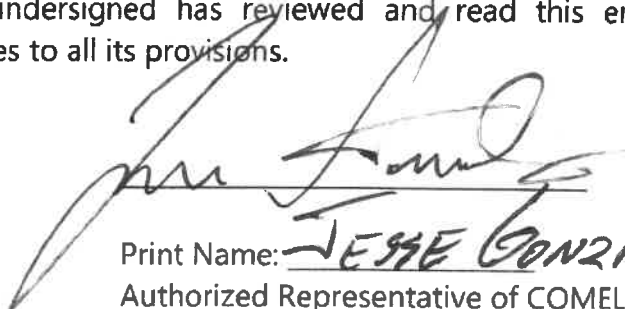
[Signature]

NOTARY PUBLIC

My Commission Expires: _____


ATTORNEY AT LAW
STATE OF NEW JERSEY
BAR ID 010301983

IN WITNESS WHEREOF, the undersigned has reviewed and read this entire Agreement and understands and agrees to all its provisions.


Print Name: JESSE GONZALEZ
Authorized Representative of COMELCO,
INC.

STATE OF FLORIDA
COUNTY OF Seminole

BEFORE ME, the foregoing instrument was sworn to and signed before me by means of physical presence or _____ online notarization, by Jesse Gonzalez who is personally known to me or who produced _____ as identification this 4 day of April, 2026.


NOTARY PUBLIC
My Commission Expires: 9/20/28

