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Paralegals
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Gall Stanford
Maria Vargas

To: Mayor Jerry L. Demings
And
County Commissioners

From: Jeffrey J. Newton, County Attorney *JJN*
Elaine M. Asad, Senior Assistant County Attorney *EAsad*

Contact: Elaine Asad
407-836-7357

Subject: Consent Agenda – March 26, 2024
Approval and execution of Settlement Agreement between Orange County, DisposAll, and WasteNot Recycling regarding Term Contract Y12-1065 and renewals, and Term Contract Y16-157MA, both contracts for solid waste and recycling hauling services

This item requests Board approval and execution of a Settlement Agreement between Orange County, Florida, DisposAll, and WasteNot Recycling for solid waste and recycling hauling services through Orange County Administrative Services, Fiscal and Operational Support Division.

DisposAll and WasteNot Recycling are under the same ownership. The County entered into Term Contract Y12-1065 with renewals with WasteNot Recycling and entered into Term Contract Y16-157MA with DisposAll, both contracts for solid waste and recycling hauling services. The invoices submitted were for alleged services rendered under both contracts to Public Works, Utilities, Corrections, Fire Rescue, Parks and Recreation, and Facilities Management.

A dispute arose between the parties as to the claimed amount due on the invoices, whether some invoices were duplicates, whether some invoices had already been paid, and whether some invoices could not be paid due to insufficient documentation to support the invoice. WasteNot Recycling and DisposAll claimed a combined amount due and owing of \$44,137.11. The parties reached an agreement that the total sum of \$4,337.37 would be in full and final settlement of the dispute.

ACTION REQUESTED: Approval and execution of Settlement Agreement between Orange County, Florida DisposAll and WasteNot Recycling for the solid waste and recycling hauling services rendered under Term Contract Y12-1065, with renewals, with WasteNot Recycling and under Term Contract Y16-157MA with DisposAll.

MAR 26 2024

SETTLEMENT AGREEMENT

**BETWEEN ORANGE COUNTY, FLORIDA AND
DISPOSALL AND WASTENOT RECYCLING**

This Settlement Agreement (“Agreement”), is agreed to and entered into by and between Orange County, Florida, a charter county and a political subdivision of the State of Florida (“County”) and DisposAll and WasteNot Recycling (collectively “DisposAll”) (Orange County and Disposal, each a “Party” hereto and referred to collectively as the “Parties”) as a full and final Settlement of all Disputes relating to the solid waste and recycling hauling services performed by DisposAll, as follows:

RECITALS

WHEREAS, DisposAll is located at 3941 Bryn Mawr Street, Orlando, Florida 32808; and

WHEREAS, WasteNot Recycling is located at 3941 Bryn Mawr Street, Orlando, Florida 32808; and

WHEREAS, DisposAll has provided solid waste and recycling hauling services on behalf of the County; and

WHEREAS, The County and DisposAll entered into a term contract Y12-1065 and renewals, and term contract Y16-157-MA, both contracts for solid waste and recycling hauling services; and

WHEREAS, The County facilities for which DisposAll provided services were Public Works, Utilities, Corrections, Fire Rescue, Parks and Recreation and Facilities Management; and

WHEREAS, certain disputes have arisen between the parties regarding payment of invoices; and

WHEREAS, DisposAll has threatened legal action against the County for, among other things, failure to pay invoices; and

WHEREAS, the County disputes that there has been a failure to pay invoices when some of the invoices were paid and for others, DisposAll did not have the requisite backup documentation to support the invoices; and

WHEREAS this Agreement represents the comprehensive aggregate settlement and resolution of all Disputes set forth above, including but not limited to, any and all claims for payment of invoices, and any and all other known and unknown matters as it relates to the issues set forth herein;

NOW THEREFORE, in consideration of the promises and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and DisposAll hereby mutually promise and agree that the foregoing recitals are fully affirmed by the Parties and incorporated herein with the same force and effect as if restated hereby.

(1) The County shall pay to DisposAll the total sum of Four Thousand Three Hundred Thirty-seven and 37/100 Dollars (\$4,337.37) in full and final settlement of the claims set forth herein and any other known or unknown claims arising out of this matter, whether such claims were or could have been asserted. Said monies shall be paid within forty-five (45) days of the Orange County Board of County Commissioners' approval of this signed Settlement Agreement.

(2) Each party shall be responsible for its own attorney fees, expert fees and costs.

(3) Mutual Release and Covenants Not to Sue.

a. No Party admits any wrongdoing or liability whatsoever with respect to the disputes, and each Party expressly denies any such wrongdoing or liability.

b. The Parties mutually agree that this settles and concludes the Dispute herein and neither Party will file any claim or lawsuit against the other Party therefor.

(4) General Terms.

a. Each Party acknowledges that the Party has received or expects to receive hereunder adequate and sufficient consideration to support the Party's obligations hereunder.

b. Both Parties, acknowledge that they have entered into this Settlement Agreement after consultation with the Party's legal counsel, to the extent such Party desires to consult with legal counsel.

c. Each Party by signing this Settlement Agreement agrees that: (a) no promises or agreements not expressed herein have been made to the Party; and, (b) in executing this Settlement Agreement, the Party has not relied upon any statements or representations made by any other Party or Party's attorneys or agents concerning the subject matter, basis, or effect of the Settlement Agreement, except as set forth herein.

d. Each Party hereto from time to time, if necessary, shall execute and deliver such further instruments and documents as may be necessary, and perform such other acts, as the other Party or the other Party's counsel may reasonably request to effectuate the intent of this Settlement Agreement.

(5) Mutual Non-Disparagement. The Parties agree not to make any comments, either written or oral, which could be construed as negative or detrimental with respect to any of the Parties any individual or entity, including but not limited to, clients, customers, vendors, employees, investors, financial or credit institutions, or banking institutions, to the extent permitted by law.

(6) Jurisdiction. For any action or proceeding arising out of or relating to this Agreement, the Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

(7) Choice of Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Florida.

(8) Interpretation of Agreement. This Agreement shall be construed as a whole and according to its fair meaning and not strictly for or against either party, regardless of the identity or status of any person who drafted all or any part of this Agreement.

(9) Modification. The Parties agree that any amendments or modifications to this Agreement shall be deemed null and void unless such amendments and modifications are in writing, specifically refer to this Agreement, and are signed by authorized representatives of all Parties.

(10) Severability. In the event any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect to the fullest extent permitted by law.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

[Handwritten Signature]

Jerry L. Demings

Orange County

Mayor

DATE: 03/26/2024

(mm/dd/yyyy)

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY:

[Handwritten Signature]

Deputy Clerk

[Handwritten Signature]

Printed Name

Signed, sealed and delivered
in the presence of:

Megan Williams
Witness

Megan Williams
Printed Name

3941 Bryn Mawr St.
Address Orlando, FL 32808

Bovic
Witness

Bic Vu
Printed Name

3941 Bryn Mawr St
Address Orlando, FL 32808

DISPOSALL

Failla Caldrese

VP
Title

Post Office Address

PO Box 161417

Altamonte Springs, FL 32716

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5 day of FEBRUARY, 2024, by, who are personally known to me or who have each produced _____ and _____ as identification.

(Notary Seal)



Nancy A Zinkofsky
Notary Signature

Nancy A Zinkofsky
Printed Notary Name

Notary Public in and for the County
And State aforesaid

My Commission expires:

Signed, sealed and delivered
in the presence of:

Megan Williams
Witness

Megan Williams
Printed Name

3941 Bryn Mawr St.
Address Orlando, FL 32808

Bella
Witness

Bic Vu
Printed Name

3941 Bryn Mawr St.
Address Orlando, FL 32808

WASTENOT RECYCLING

Paula Calabrese

Sec
Title

Post Office Address

PO Box 161417

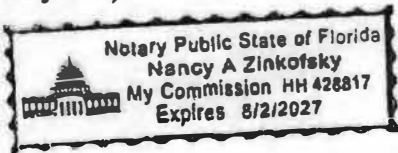
Altamonte Springs, FL 32716

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5 day of FEBRUARY, 2024, by, who are personally known to me or who have each produced _____ and _____ as identification.

(Notary Seal)



Nancy A Zinkofsky
Notary Signature

NANCY A ZINKOFSKY
Printed Notary Name

Notary Public in and for the County
And State aforesaid

My Commission expires: