

SETTLEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AND RELEASE OF ALL CLAIMS (hereinafter as the “Settlement”) is entered into by and between the City of Palm Coast, Florida (hereinafter “City”), and Waste Pro of Florida, Inc. (hereinafter “Waste Pro”), collectively hereinafter “Parties”. The Parties hereby agree and stipulate as follows:

1. The Parties acknowledge that this Settlement is given to resolve all matters and potential claims between the Parties that may result, in any way, from the City of Palm Coast Residential Solid Waste Collection and Disposal Services Contract entered into between the Parties on January 27th, 2017 and the addendum thereto entered into in February of 2022 (hereinafter “Contract”). Without admitting any wrongdoing or liability, the Parties to this Settlement desire to amicably resolve all potential disputes between them concerning the Contract.

2. City hereby agrees to release, from the funds being withheld, the total sum of \$153,150.00 to Waste Pro, within THIRTY (30) days from the date hereof.

3. City hereby agrees to withdraw and void Civil Citation Ticket #21-145 in the amount of \$66,350.00 issued to Waste Pro on June 1, 2023.

4. Except for the obligations and performances due under this Agreement, the Parties hereby mutually remise, release, acquit, satisfy, and forever discharge each other, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims

and demands whatsoever, in law or in equity which each party ever had against each other party in any way relating to the Contract, from the beginning of the world to the day of these presents.

5. The Parties acknowledge that they have had the opportunity to obtain counsel to represent them prior to their execution of this Settlement and they have not relied upon any representations or advice of any other party or opposing counsel before executing this Agreement. The Parties further acknowledge that they have voluntarily agreed to the terms of this Settlement and have not been coerced under any circumstances.

6. This Settlement is the entire agreement between the Parties and any modification or change hereof shall be in writing and signed by all Parties and their attorneys. Except as otherwise provided herein, each party to this Settlement shall bear their own attorney's fees and costs.

7. Should any dispute or legal action arise out of or relate to this Settlement or any of its provisions, the prevailing party to such dispute or legal action shall be entitled to recover their reasonable attorneys' fees, expenses and costs incurred in connection with such a dispute or action, including attorneys' fees and costs incurred to prove the amount of such fees and costs, and through all appeals.

8. The persons signing this Settlement hereby represent and warrant that they have full and complete capacity and authority to execute this Agreement.

9. This Settlement may be executed in multiple counterparts, each of which shall be deemed an original Settlement and both of which shall constitute one and the same agreement. The counterparts of this Settlement may be executed and delivered by facsimile

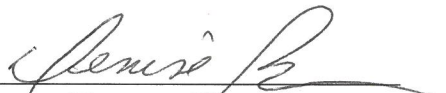
or other electronic signature (including portable document format such as DocuSign) by any or all of the Parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

10. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LAWSUITS AND LITIGATIONS BETWEEN THEM, INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS SETTLEMENT.

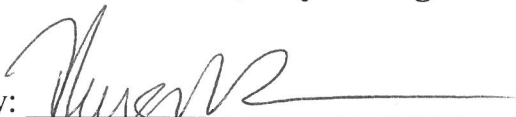
DATED this 20th day of July, 2023.

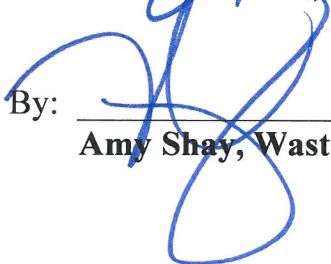
CITY OF PALM COAST

WASTE PRO OF FLORIDA, INC.

By: 
Denise Bevan, City Manager

By: 
Keith Banasiak, COO

By: 
Neysa Borkert, City Attorney

By: 
Amy Shay, Waste Pro Attorney