

## SETTLEMENT AGREEMENT



**BETWEEN**

**THE STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL  
AND  
PRIDE ENTERPRISES**

**CONTRACT NO. K04326**

06/29/17

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS**  
**AND**  
**PRIDE ENTERPRISES**

THIS AGREEMENT made the October 31, 2017, between the Office of the Attorney General, Department of Legal Affairs, an agency of the State of Florida, PL-01, the Capitol, Tallahassee, Florida 32399-1050, (hereinafter referred to as **AAGENCY@**), and Pride Enterprises, P.O. Box 917362, Orlando, Florida 32891-7362 (hereinafter referred to as **ACONTRACTOR@**).

**WHEREAS**, on October 20, 2016 and January 18, 2017, the **AGENCY** and the **CONTRACTOR** entered into a verbal agreement to provide services and,

**WHEREAS**, the **CONTRACTOR**, in good faith, provided necessary services and invoiced the **AGENCY** accordingly; and,

**WHEREAS**, the **CONTRACTOR** has asserted a colorable legal claim in support of its demand for payment; and,

**WHEREAS**, the **AGENCY** by entering into this agreement, admits no liability for payment of the work performed by the **CONTRACTOR**.

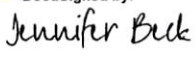
**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows;

1. Upon receipt of payment as provided in paragraph #2 below, the **CONTRACTOR**, on its own behalf, and on behalf of its attorneys, heirs, executors or administrators, agents, representatives, and attorneys, hereby releases and discharges the **AGENCY**, and its agents, representatives and attorneys, from all claims, demands, actions, causes of action, suits, damages, losses and expenses, of any and every nature whatsoever, arising out of or in any way related to the contract and state project, and any invoices for such work including, but not limited to, those claims asserted or other claims that may be asserted in any federal, state or local agency or court, by or on behalf of the **CONTRACTOR**.
2. The **AGENCY** herein agrees to submit to the Chief Financial Officer of the State of Florida for payment of \$8,335.10 in full and complete satisfaction of any amounts or costs associated with the work performed by the **CONTRACTOR** and any claims and invoices associated therewith, or with any other written or verbal supplementation and/or renewal thereto, including all interest and costs and fees associated with the claims matters referenced herein.

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- 3. This agreement is contingent upon approval by the Chief Financial Officer of the State of Florida. Until such approval is received, the **AGENCY** has no obligation to make any payments pursuant to this agreement.
- 4. The parties to this agreement further agree and covenant that this agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
- 5. All terms and conditions of this settlement as fully set forth in this document and no other material terms of settlement exist outside this document.

**IN WITNESS WHEREOF**, the **AGENCY** and **CONTRACTOR** have executed this **SETTLEMENT AGREEMENT**.

DocuSigned by:  
  
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Pride Enterprises

11/3/2017

Date

DocuSigned by:  
  
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Patricia A. Conners  
Deputy Attorney General

11/6/2017

Date



FEIN Number