

SETTLEMENT AGREEMENT BETWEEN  
STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES  
AND  
HILLSBOROUGH SOIL AND WATER CONSERVATION DISTRICT  
AND  
ERCOLI HOLDINGS, LLC

THIS Settlement Agreement made this 7th day of October, 2024, between the STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES, an agency of the State of Florida, (hereinafter referred to as “DEPARTMENT”), HILLSBOROUGH SOIL AND WATER CONSERVATION DISTRICT (hereinafter referred to as “DISTRICT”), and ERCOLI HOLDINGS, LLC (hereinafter referred to as “PRODUCER”).

WHEREAS, on October 10, 2016, the DEPARTMENT and the DISTRICT entered into Contract # 023906 (hereinafter, “Contract”), to provide technical and financial assistance to agricultural producers with implementation of Agricultural Water Quality and Quantity Best Management Practices (“BMP”); and,

WHEREAS, agricultural producers are required to complete a Notice of Intent to Implement (“NOI”) certain Best Management Practices in order to become eligible to be reimbursed by the DISTRICT for completed BMP project(s) approved by the DEPARTMENT; and,

WHEREAS, pursuant to the Contract, the DISTRICT would reimburse agricultural producers for completed BMP projects pursuant to a Cost-Share BMP Agreement approved by the DEPARTMENT; and,

WHEREAS, on August 19, 2016, PRODUCER completed a Notice of Intent to Implement (NOI) certain Best Management Practices (BMP); and,

WHEREAS, the PRODUCER utilized the services of Centerstate Management Company, Inc. (“CONTRACTOR”) to complete the BMP project; and,

WHEREAS, the CONTRACTOR completed the BMP project and invoiced the PRODUCER; and,

WHEREAS, due to unforeseen circumstances, related to the CONTRACTOR’S intervening legal issues, the PRODUCER did not pay the CONTRACTOR upon BMP project completion; and,

WHEREAS, the CONTRACTOR sued the PRODUCER for payment for the completed BMP project; and,

WHEREAS, upon conclusion of the CONTRACTOR'S legal issues, the CONTRACTOR and PRODUCER entered into mediation; and,

WHEREAS, on October 30, 2023, the CONTRACTOR and PRODUCER reached a mediated settlement agreement, whereby the PRODUCER agreed to pay and has since paid the CONTRACTOR for the completed BMP project; and,

WHEREAS, PRODUCER has a signed NOI for the BMP project, a partially executed Cost-Share BMP Agreement that would have been approved by the DEPARTMENT and the DISTRICT, and a completed DEPARTMENT-approved BMP project; and

WHEREAS, PRODUCER has provided adequate supporting documentation and proof of payment for the completed BMP project sufficient to be reimbursed by the DISTRICT; and,

WHEREAS, PRODUCER would have been reimbursed by the DISTRICT for the approved and completed BMP project but for the unforeseen circumstances involving the CONTRACTOR who completed the BMP project; and,

WHEREAS, due to unforeseen circumstances, the PRODUCER did not pay the CONTRACTOR who completed the BMP project until after entering into a mediated settlement agreement with the Contractor; and

WHEREAS, due to unforeseen circumstances, the PRODUCER delayed requesting reimbursement from the DISTRICT until after the Contractor was paid; and,

WHEREAS, PRODUCER expected to be reimbursed by the DISTRICT but the Contract between the DEPARTMENT and DISTRICT has expired and no formal contract is currently in place; and,

WHEREAS, the PRODUCER, in good faith, requested reimbursement from the DISTRICT for the completed BMP project; and,

WHEREAS, in light of the foregoing, the PRODUCER has asserted a colorable legal claim in support of its demand for payment; and,

WHEREAS, the DISTRICT, in good faith, invoiced the DEPARTMENT for the completed BMP project; and,

WHEREAS, in light of the foregoing, the DISTRICT has asserted a colorable legal claim in support of its demand for payment; and,

WHEREAS, the DISTRICT, in good faith, upon approval of this Settlement Agreement, will reimburse the PRODUCER for the completed BMP project; and,

WHEREAS, the DEPARTMENT, upon approval of this Settlement Agreement, will reimburse the DISTRICT for the completed BMP project; and,

WHEREAS, the DEPARTMENT and the DISTRICT, by entering into this Settlement Agreement, admit no liability for the PRODUCER'S delayed payment for the work performed by the CONTRACTOR to complete the BMP project.

1. Upon receipt of payment, as provided in paragraph #2 below, the PRODUCER and the DISTRICT, for its attorneys, heirs, executors or administrators, does hereby fully, finally, and forever release and discharge the State of Florida, Department of Agriculture and Consumer Services, and its agents, representatives, and attorneys, of and 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 contracts and state project, and any invoices for such work including, but not limited to, those claims asserted or other claims that were or maybe asserted in any federal, state or local agency or court, by or on behalf of the PRODUCER or the DISTRICT.
2. The DEPARTMENT herein agrees to submit to the Chief Financial Officer of the State of Florida for payment of Fifty Thousand Dollars and Zero Cents (\$50,000.00) in full and complete satisfaction of any amounts or costs associated with the work performed by the CONTRACTOR for the PRODUCER 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 claim matters referenced herein.
3. This Settlement Agreement is contingent upon approval by the Chief Financial Officer of the State of Florida. Until such approval is received, the DEPARTMENT has no obligation to make any payments pursuant to this agreement.
4. The parties to this agreement further agree and covenant that this Settlement 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 the terms and conditions of this settlement are fully set forth herein. This Settlement Agreement constitutes the entire agreement of the parties with respect to the settlement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto, have caused this Settlement Agreement to be executed, the date first above written.



Name: Joseph Thomas Walsh

Title: Executive Director

Hillsborough Soil and Conservation  
District

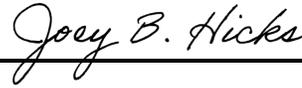
Date: October 7th, 2024



Producer  
Name: Richard Ercoli

Title: President

Date: October 7th 2024



Joey Hicks

Director of Administration

Department of Agriculture and Consumer  
Services

Date: 10/08/2024