

## SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement”) by and between Broward County, a political subdivision of the State of Florida (“County”), and West Construction, Inc., a Florida corporation (“West”) (each a “Party” and collectively, the “Parties”), is entered into and effective as of the date it is fully executed by the Parties.

### RECITALS

A. West and County entered into a Contract Between Broward County and West Construction, Inc. for Splash Pad at Vista View Park, Bid/Contract No.: PNC2120563C1, on or about December 16, 2020 (the “Contract”), with the required work under the Contract including construction of a new zero-depth splash park, amenities, and site improvements at Vista View Park (the “Project”).

B. Disputes arose between the Parties arising out of or relating to performance of the Contract and the Project, and each Party asserted claims against the other in connection therewith.

C. The Parties have engaged in negotiations in an effort to amicably resolve all claims asserted by and between them arising out of or relating to the Contract and the Project.

D. The Parties desire to memorialize in writing their negotiations to resolve the Parties’ respective claims so that the resolution of all claims is binding upon them.

NOW, THEREFORE, in consideration of the foregoing representations and mutual covenants, promises, and considerations hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, it is hereby agreed between the Parties as follows:

1. **Recitals:** The foregoing recitals are true and correct and by this reference thereto are incorporated herein and made a part hereof.
2. **Terms of Settlement:** The Parties agree as follows:
  - A. Within thirty (30) calendar days after the date this Settlement Agreement has been fully executed by the Parties, County shall pay to West the sum of One Hundred Twenty-Six Thousand Four Hundred and Fifty-Six Dollars (\$126,456) in full and final settlement of all matters relating to the Contract and the Project and all matters addressed by this Settlement Agreement, including, but not limited to, West’s claims for damages due to unpaid work performed and for the release of retainage.
  - B. Except as expressly stated in Paragraph 6, the Parties shall each bear their own attorneys’ fees and costs relating to this matter and the resolution of all claims relating to this Contract and the Project.

3. **No Admission:** By entering into this Settlement Agreement, no Party admits fault or liability, but rather the Parties have agreed to the terms of this Settlement Agreement as a compromise of disputed claims in the interest of avoiding the costs and uncertainty of litigation.
4. **Mutual Final Releases:** The Parties, by execution of this Settlement Agreement, hereby release, waive, and discharge each other from any and all claims, demands, damages, causes of action, actions, subrogation claims, litigation costs, including, but not limited to, attorney's fees, and losses of every kind and nature, whether known or unknown or asserted or unasserted, arising from or relating to the Contract or the Project, except as specifically reserved by County herein. The Parties further expressly covenant, promise, and agree, for themselves and their respective successors and assigns, that they shall be and are hereby forever barred and permanently enjoined from asserting any and all claims, supplemental claims, causes of action, subrogation rights, or damages arising from or relating to the Contract or the Project, except as expressly reserved by County herein. Either Party may enforce the requirement that the other Party comply with the terms and conditions set forth in this Settlement Agreement notwithstanding the release contained in this Paragraph. The release set forth in this Paragraph shall not serve as a release by County of any latent construction defects on the Project, inclusive of warranty claims relating to such latent construction defects pursuant to the terms of the Contract (the "Reserved Claims"), and County expressly reserves the right to bring any and all claims, supplemental claims, and causes of action, and to pursue the recovery of damages, relating to the Reserved Claims. As of the date of County's execution of this Settlement Agreement, County does not have actual knowledge of any latent construction defects related to the Project.
5. **Representations and Indemnification:** West shall provide to County at least five (5) business days before the payment required by Section 2.A. above a Consent of Surety to final payment on West's behalf in accordance with Section 6.2 of the Contract (timely providing this Consent of Surety is a condition precedent to County's payment obligation). West acknowledges that County is relying on this Consent of the Surety in entering into this Settlement Agreement. West agrees to hold County harmless with respect to all bills, invoices, expenses, and claims, whether known or unknown at this time, of any individuals and entities that furnished labor, material, or supplies through West for the Project, whether directly or indirectly, and to indemnify and defend County from any claims related to such bills, invoices, expenses, or claims.
6. **Default:** In the event of a default of any of the covenants and conditions set forth herein that is not cured by the defaulting Party within fifteen (15) business days after written notice from the non-defaulting Party, the non-defaulting Party shall have the right to seek Court enforcement of this Settlement Agreement. Attorneys' fees and costs to enforce this Settlement Agreement will be recoverable by the prevailing Party in connection with such enforcement action.

7. **Binding Effect:** The undersigned represent that they are empowered by their respective Party to enter into on behalf of their respective Party and to bind their respective Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties, and the respective successors, assigns, trustees, receivers, and personal representatives of the Parties hereto. The only condition to the binding effect of this Settlement Agreement is Broward County Commission approval. County will seek approval of this Settlement Agreement at its County Commission meeting of either March 26, 2026, or April 14, 2026 (based on the timing of all parties agreeing to this draft). Should the Broward County Commission not approve this Settlement Agreement by April 14, 2026, the terms and conditions hereof shall automatically become null and void and shall have no binding effect upon the Parties, and this Settlement Agreement, drafts thereof, and any documents related to the consideration of this Settlement Agreement by the Broward County Commission shall not be admissible in nor used in any future litigation.
8. **Full Disclosure:** The Parties acknowledge and agree that each is releasing certain rights and assuming certain duties and obligations that, but for this Settlement Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Settlement Agreement is fully and adequately supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have in fact consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice.
9. **Governing Law and Venue:** The Parties acknowledge and agree that this Settlement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Settlement Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. **To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to a trial by jury of any such litigation.**
10. **Severability:** The Parties acknowledge and agree that, if any part, term, or provision of this Settlement Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or in conflict with any law of Florida, such provision shall be severed from the Settlement Agreement and the validity of the remaining portions or provisions shall not be affected thereby and shall remain in full force and effect.
11. **Merger:** This Settlement Agreement incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this

Settlement Agreement that are not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

12. **Joint Preparation:** The Parties acknowledge that they have sought and received (or have had the opportunity to seek and receive) whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and acknowledge that the preparation of this Settlement Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
13. **Counterparts:** This Settlement Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.
14. **Captions:** The captions of the sections of this Settlement Agreement are for convenient reference only and shall not affect the construction nor interpretation of any of the terms and provisions set forth herein.
15. **Survival of Provisions:** All covenants, warranties, and representations contained in this Settlement Agreement shall survive the consummation of said transaction.
16. **Further Assurance:** The Parties shall execute all such further instruments, and agree to take all such further actions, that may be reasonably required by the other party to fully effectuate the terms and provisions of this Settlement Agreement and the transactions contemplated herein.
17. **Modification:** No change or modification of this Settlement Agreement shall be valid unless in writing and signed by all Parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced.
18. **Notice:** In order for notice to a Party to be effective under this Settlement Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with this section:

For County:  
Broward County Parks and Recreation Division  
Attn: Dan West, or current Director of the Parks and  
Recreation Division  
950 N.W. 38<sup>th</sup> Street,

Oakland Park, Florida 33309  
Email address: parkscontracts@broward.org

For West:  
West Construction Inc.  
Attn: Matthew West, President  
820 North 4<sup>th</sup> Street  
Lantana, Florida 33462  
Email address: [MWest@westconstructioninc.net](mailto:MWest@westconstructioninc.net)

With a copy to:

Loren & Kean Law  
Attn: Kyle W. Ohlenschlaeger, Esq.  
7121 Fairway Drive, Suite 104  
Palm Beach Gardens, Florida 33418  
Email Address: kohlenschlaeger@lorenkeanlaw.com

19. **Third-Party Beneficiaries:** The Parties do not intend to directly or substantially benefit a third party by entering into this Settlement Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Settlement Agreement.
20. **Representation of No Assignment:** Each Party expressly warrants, represents, and covenants to the other Party released herein that the respective Party is presently the legal owner and holder of the claims or causes of action released hereby, and that they have not expressly or impliedly assigned, transferred, pledged, or otherwise disposed of any such rights, claims, demands, or causes of action being described herein and released hereby, and each Party is expressly relying upon said warrant, representation, and covenant.

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, the Parties have made and executed this Settlement Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, and West Construction, Inc., signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2026

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: **AMANDA M. TOLBERT** Digitally signed by  
AMANDA M. TOLBERT  
Date: 2026.02.20  
11:51:52 -05'00'  
\_\_\_\_\_  
Amanda Tolbert (Date)  
Assistant County Attorney

By: **Michael Kerr** Digitally signed by  
Michael Kerr  
Date: 2026.02.20  
12:50:41 -05'00'  
\_\_\_\_\_  
Michael J. Kerr (Date)  
Chief Counsel

**SETTLEMENT AGREEMENT BY AND BETWEEN  
BROWARD COUNTY AND WEST CONSTRUCTION, INC.**

WEST

WITNESSES:

WEST CONSTRUCTION, INC.

  
\_\_\_\_\_  
Signature

  
By: \_\_\_\_\_

FRANCISCO J. CESTERO  
\_\_\_\_\_  
Print Name of Witness above

Matthew West  
\_\_\_\_\_  
Print Name and Title

  
\_\_\_\_\_  
Signature

20 day of February, 2026

Braden Reis  
\_\_\_\_\_  
Print Name of Witness above

ATTEST:  
  
\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(Corporate Seal or Notary)

