

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by and between Plaintiff, AE Engineering, Inc. (“PLAINTIFF”), and Defendant, the CITY OF PAHOKEE (“CITY”). The Parties are collectively hereby referred to as the “Parties”.

WHEREAS, on or about May 30, 2023, Plaintiff initiated litigation against the City of Pahokee in the Fifteenth Judicial Circuit in and for Broward County, Florida, in a case styled *AE Engineering, Inc. v. City of Pahokee*, Case No. 502023CA010731XXXXMB (the “Lawsuit”); and

WHEREAS, on or about December 15, 2023, the Parties agreed to settle (contingent upon City Commission approval), all issues involved with this Lawsuit where Plaintiff alleged that the City of Pahokee failed to pay the full amount due for work on Projects performed pursuant to a December 12, 2017 Engineering Consulting Agreement between AE Engineering and the City of Pahokee; and

WHEREAS, the City of Pahokee disputes the allegations and denies liability regarding the allegations raised by Plaintiff; and;

WHEREAS, the Parties now desire to amicably resolve and settle all matters at issue in order to avoid the expense of future litigation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, intending to be legally bound, hereby agree and covenant as follows:

1. **Incorporation of Recitals:** The above recitals are true and accurate and are incorporated herein by reference.
2. **Effective Date:** The Effective Date of this Agreement is the date the last party (here, the City) signs the Agreement.
3. **Settlement:** The Parties agree to settle this Lawsuit for full and final settlement of the claims of AE Engineering against the City of Pahokee. The City of Pahokee shall pay

AE Engineering the total of \$210,000.00 (Two Hundred Ten Thousand Dollars) in two separate payments of \$105,000.00 (One Hundred Five Thousand Dollars), with the first payment due on or before March 30, 2024 and the second payment due on or before April 30, 2024 (collectively, the “Settlement Payments”). AE Engineering shall provide City with detailed invoices supporting the work performed and otherwise cooperate with City to produce other additional information reasonably requested by City pertaining to the Agreement.

4. **Bear Own Costs and Attorney’s Fees:** The Parties to this Settlement Agreement shall each bear their own costs and attorney’s fees.

5. **Release of All Claims:** As part and parcel of this Agreement, Plaintiffs, their heirs, executors and administrators, assignors, successors and survivors, partners, family members, attorneys, hereby release, acquit, satisfy, and forever discharge the CITY, and its Commissioners, staff, affiliates, corporations, attorneys, principals, directors, board members, subsidiaries, officers, directors, family members, representatives, from any and all actions and causes of actions, damages, judgments, claims, counterclaims and demands whatsoever, liquidated or un-liquidated, contingent or fixed, known or unknown, determined or undetermined at law or in equity which they now have or may have from the beginning of time to the date of these presents and/or that otherwise could have been brought against the CITY in the Lawsuit.

6. **Enforcement of Agreement:** the Parties agree that any good faith dispute regarding the terms and conditions herein shall be resolved in the Fifteenth Judicial Circuit in and for Palm Beach County following a mediation.

7. **Representation by Counsel:** the Parties acknowledge that they have had a full opportunity to read this Agreement and have had the benefit of counsel in reviewing the Agreement.

8. Miscellaneous:

- a. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought.
- b. This Agreement contains the entire agreement between the Parties hereto and all prior or contemporaneous agreements, understandings, representations and settlements, oral or written, are merged herein.
- c. This Agreement shall be strictly construed in accordance with the laws of the State of Florida.
- d. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns.
- e. The representations, warranties, covenants, agreements and indemnities of the Parties hereto made in this Agreement, or any certificate or document delivered pursuant hereto, shall remain operative and survive execution and delivery.
- f. The Parties hereto, at any time and from time to time, following the execution hereof, shall execute and deliver all such further instruments or documents and take all such further action as may be reasonably required to carry out the terms, conditions and provisions of this Agreement.
- g. This Agreement may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all Parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement.
- h. All pronouns and any variations thereof shall be deemed to refer to the

masculine, feminine, neuter, singular or plural as the identity of the person or persons or entity may require.

- i. All sections, titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.
- j. The Parties to this Agreement intend that time shall be of the essence and that the performance of all duties, obligations and activities contemplated hereunder be done in strict compliance with the terms, provisions and procedures contained in this Agreement. Whenever any date or time is specified in this Agreement, strict adherence shall be required. However, unforeseen events, such as force majeure, weather, acts of war, and strikes shall excuse a party who makes a good faith effort to comply with the time specified within this Agreement, but cannot timely comply due to one of the aforementioned events, or a similar event. Under such circumstances, the performing party will be required to perform within a reasonable period of time.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by the undersigned Parties.

Executed this ___ day of _____, 2023.

RODNEY LUCAS
CITY MANAGER

TIJAUNA WARNER
CITY CLERK

[Signature]
AE ENGINEERING, INC. ("PLAINTIFF")

STATE OF FLORIDA
COUNTY OF BROWARD

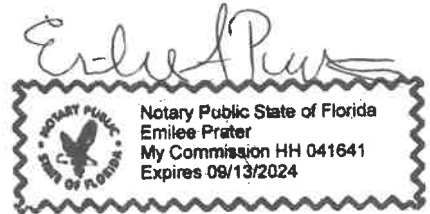
Sworn to and subscribed before me by Red Mynick, this 10th day of January, 2024.

he is personally known to me, **OR**
 has produced as identification.

NOTARY PUBLIC

(NOTARY STAMP) Print Name Emilee Prater

Executed this 10th day of January, 2024.



By [Signature]
Print Name
Title: President