

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

or 23rd 5, 2025
This Settlement Agreement and Mutual Release ("Agreement") is made as of September 5, 2025 by and between NEW VISTA BUILDERS GROUP, LLC ("NVBG") and the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS ("COUNTY") (collectively referred to as the "Parties"), who agree as follows:

RECITALS

WHEREAS, on about July 13, 2021, NVBG and the COUNTY entered into Contract 21-C0008 for the construction of the County's Fire Station No. 5 (the "Project");

WHEREAS, during the performance of NVBG's work on the Project, disputes arose as to payments to NVBG for their payment applications, numbers 19 and 20, for the Project;

WHEREAS, the COUNTY disputes that any further payments or interest thereon are owed to NVBG; and

WHEREAS, the Parties have agreed to resolve their dispute pursuant to the terms and conditions set forth herein; and

WHEREAS, notwithstanding paragraph 4 below, the Parties understand that, if this Agreement is not approved by the Hernando County Board of County Commissioners ("the County Commission"), this Agreement does not constitute an enforceable agreement among the parties, and was merely a potential settlement of the disputes described above.

NOW, THEREFORE, for good and valuable consideration in the form of the promises set forth herein, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The Recitals set forth above are substantive terms of this Agreement and are incorporated herein as if set forth in full.

2. **Settlement Payment.** The COUNTY shall pay NVBG the sum of **Thirty Thousand Dollars and 00/100 (\$30,000.00)** (the "Settlement Sum") as follows:

a. COUNTY staff will present this Agreement to the County Commission for approval no later than the October 7, 2025, Commission meeting; and

b. If this Agreement is approved by the County Commission, the COUNTY will issue payment of the Settlement Sum to NVBG within ten (10) business days of the County Commission's approval, such payment being made via ACH or alternatively via check by mail.

Time herein is of the essence.

3. **Mutual General Release.** With the exception of claims arising from the breach of this Agreement, NVBG one side, and the COUNTY and on the other, fully, completely, and forever release, and discharge each other, each party's respective stakeholders, directors, insurers, qualifying agents, officers, agents, representatives, employees, related or affiliated companies, subsidiaries, beneficiaries, heirs, successors, assigns, and executors of and from any and all past, present, and future losses, liabilities, responsibilities, demands, obligations, actions, causes of action, rights, judgments, interest, damages, compensation of any kind, liens, expenses (including attorneys' fees and costs), and claims whatsoever, in law or in equity, whether based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity, whether known or unknown, whether discovered or undiscovered, whether fixed or contingent, which arise from or relate to the Project or the Florida Prompt Payment Act as it relates to the Project.

This Mutual General Release does not release any Party from any obligations under this Agreement.

4. **Representations and Warranties.** Each Party hereby represents and warrants that it is authorized and has full capacity to enter into this Agreement, that the Agreement is enforceable against it according to the terms hereof and that no Party hereto has assigned any claims or rights intended to be addressed and released hereunder.

5. **No Admissions of Liability.** The Parties agree that by entering into this Agreement, they are not making any admission of liability and that each signatory's entry into this Agreement shall not be construed as an admission of liability on the part of any of the Parties.

6. **Interpretation.** Wherever possible, each portion of this Agreement shall be interpreted in such a manner as to be valid, effective, and enforceable under applicable law. The Parties agree that this Agreement was jointly drafted and negotiated by them and cannot be construed against any Party as the drafter thereof.

7. **No Oral Modification.** No change, modification, or waiver of any provision of this Agreement shall be valid or binding unless it is in writing and signed by all Parties to this Agreement. This provision cannot be waived by subsequent oral agreement and/or actions or conduct of the Parties hereto.

8. **Execution.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original document. A counterpart of this Agreement transmitted by a Party hereto to the other Party by email and bearing the signature of such Party shall be deemed an original hereof and may be relied upon by the recipient as duly executed and effective notwithstanding the fact that the recipient did not receive an original copy of the transmitter's signature.

9. **Costs & Attorney's Fees.** Except as set forth herein, each of the Parties hereto agrees to bear all its own costs, including attorneys' fees and mediator fees, incurred in connection with the Litigation and the negotiation and drafting of this Agreement. Should any Party employ an attorney to institute any proceeding, including, without limitation, a legal action, arbitration, administrative process or hearing, or any other proceeding, to enforce any of the provisions hereof,

to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein from the other Party.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. The sole and exclusive venue for the resolution of any dispute related to this Agreement shall be in Hernando County, Florida.

11. **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their heirs, successors, and assigns.

12. **Severability.** Should any portion or provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, portions, or provisions shall not be affected thereby and the illegal, unenforceable, or invalid part, term, portion, or provision shall be deemed not to be part of this Agreement. In such an event, the balance of the Agreement shall remain in, and have its intended, full force and effect.

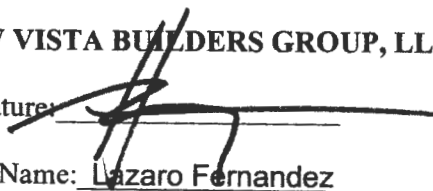
13. **Entire Understanding.** This Agreement sets forth the entire understanding of the Parties. There are no contemporaneous oral promises, representations, or agreements inducing entry into this Agreement.

14. **Cooperation.** The Parties agree to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms, conditions, and intent of this Agreement.

THE SIGNATORIES TO THIS AGREEMENT ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates noted below:

NEW VISTA BUILDERS GROUP, LLC

Signature: 

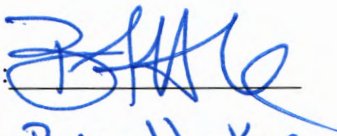
Print Name: Lazaro Fernandez

Title: Vice President

Date: 9/5/25

**HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS**

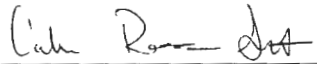
Signature: _____



Print Name: Brian Hawkins

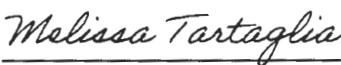
Title: Chairman

Date: 9-23-2025

 9/5/2025

Carla Rossiter-Smith
Chief Procurement Officer
Hernando County

Approved as to form and legal sufficiency:


County Attorney