

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "this Agreement") is made and entered into between DR. JULIA A. BOTEL ("CLAIMANT"), in her individual capacity and who resides in Riviera Beach, FL, and the CITY OF RIVIERA BEACH, hereinafter ("City"), a Florida municipal corporation. For purposes of this Agreement, the Claimant and the City are sometimes referred to hereinafter collectively as the "Parties" or individually as a "Party". Any terms not otherwise defined shall have the meaning set forth in this Agreement (defined below).

### RECITALS

This Settlement Agreement is entered into with reference to the following facts:

A. Claimant is an individual located at 3000 N. Ocean Drive, Apt. 21-B, Riviera Beach, FL, 33404.

B. On May 19, 2021, Claimant filed a Claim for Damages against the City pursuant to Florida Statute, Section 768.28(6)(a). Claimant asserted that she sustained damages as a result of the negligence of the City Clerk during the run up to the March 9, 2021 municipal election. Claimant had to defend two lawsuits as a result of the alleged negligence and thereby incurred legal fees and costs totaling \$12,179.40 for the defense of the lawsuits.

C. On August 13, 2021, the Parties negotiated, by and through its respective counsel, a settlement of the matter.

D. The Parties now desire to reach full and final settlement of the Claim, and all matters arising from the Claim, and have agreed to the settlement described below.

### SETTLEMENT AGREEMENT

In consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

1. Recitals Incorporated. The Recitals set forth herein above, are incorporated herein and made a material part hereof.

2. Compensation. In exchange for this Settlement Agreement and in full and final settlement, compromise, and release of any and all claims by either Party, the City agrees to pay Twelve Thousand One Hundred Seventy Nine Dollars and Forty Cents (\$12,179.40) to Julia A. Botel, within fourteen (14) business days of the effective date of this Agreement. Payment shall be made via check to Meyer & Blohm, P.A., at P.O. Box 1547, Tallahassee, Florida, 32302, as Counsel for Claimant.

3. Effective Date. The "Effective Date" of this Settlement Agreement shall be the first date it has been signed by all Parties hereto.

4. Release of Claims. The Parties each release and forever discharge one another, and all of their respective predecessors, successors, assigns, Participating Jurisdictions, parents, subsidiaries, divisions, affiliated and related entities, officers, directors, members, employees, shareholders, agents, partners, attorneys, insurance carriers, elected officials, and all persons acting by or through them or on their behalf in concert with them, from any and all claims, losses, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys' fees and costs, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (collectively "Damages"), that arise from or relate to the State Court Action and any purported damages Claimant asserts.

5. Unknown Facts. The Parties acknowledge and agree that they may hereafter discover facts different from or in addition to those they now know or believe to be true in respect to the claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands and damages released by this Settlement Agreement, and hereby agree that the releases contained herein shall be and remain in effect in all respects as a complete, general release as to the matters released, notwithstanding any such different or additional facts.

6. Governing Law. This Settlement Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

7. Venue and Jurisdiction. The 15<sup>th</sup> Judicial Circuit Court shall have jurisdiction to enforce the terms of this Settlement Agreement and Release.

8. Warranty of Authority. Each person signing this Settlement Agreement on behalf of a Party represents and warrants that the execution and performance of this Settlement Agreement by such Party has been duly authorized by all necessary laws, resolutions, and corporate action, and this Settlement Agreement constitutes the valid, binding, and enforceable obligations of such Party in accordance with its terms.

9. Binding Agreement. This Settlement Agreement shall be binding on, and shall inure to the benefit of each of the Parties and their respective past, present and future predecessors, successors, subsidiaries, affiliates, officers, directors, employees, attorneys, insurers, agents, representatives, elected officials, and assigns.

10. Integrated Agreement. This writing is an integrated agreement and represents the entire understanding of the Parties relative to the subject matter described herein, and it supersedes and replaces all prior negotiations, proposed agreements and agreements related to the State Court Action, and may not be amended, modified or changed in any manner without the written consent of each Party hereto. Each of the Parties agrees that no representation or promise not expressly contained in this Settlement Agreement has been made and further promises that they are not



entering into this Agreement on the basis of any promise, representation, express or implied, not otherwise contained herein.

11. Attorney's Fees. Each Party shall bear its own attorney's fees and costs in the negotiation of this Settlement Agreement. Should either party seek to enforce any provision of this Settlement Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees in the enforcement of this matter only.

12. Severability. Each provision of this Settlement Agreement shall be interpreted in such a manner as to be valid, legal and enforceable. A determination that any provision of this Settlement Agreement is for any reason invalid, illegal, or unenforceable shall not affect the validity of this Agreement and any other provisions herein, and this Settlement Agreement shall be interpreted and construed as if such invalid, illegal, or unenforceable provisions were not contained herein.

13. No Admission of Liability. This Settlement Agreement and compliance with it shall not operate or be construed as an admission by either Party of any liability, misconduct or wrongdoing whatsoever against the other Party or any party released herein, and shall not be construed as an admission of a violation of the rights of any Party, or as a violation of any law, rule, regulation, or ordinance. Each Party expressly denies any wrongdoing or liability to the other Party. Each Party has freely entered into this Settlement Agreement, and neither Party has relied upon any statements, promise, or representation for the other Party in entering into this Settlement Agreement.

14. General Interpretation. This Settlement Agreement, and each of its provisions, has been reached as the result of negotiations between the Parties and their respective attorneys. Each of the Parties expressly acknowledges and agrees that this Settlement Agreement shall not be deemed to have been prepared by, or drafted by, any particular Party or Parties hereto, and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party or parties, shall not be employed in the interpretation of this Settlement Agreement.

15. Voluntary Consent. This Settlement Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. The Parties acknowledge that:

- (a) They have read this Settlement Agreement;
- (b) They have been represented in the preparation, negotiation, and execution of this Settlement Agreement by legal counsel of their own choice;
- (c) They understand the terms and consequences of this Settlement Agreement and of the agreements it contains; and
- (d) They are fully aware of the legal and binding effect of this Settlement Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Settlement Agreement and Release as of the Effective Date.

CITY OF RIVIERA BEACH:

DR. JULIA A. BOTEL, an individual

By: \_\_\_\_\_  
Ronnie L. Felder  
Mayor

By: [Signature]

Dated: \_\_\_\_\_

Dated: 9/21/21

ATTEST

By: \_\_\_\_\_  
Claudene L. Anthony  
City Clerk

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9th day of November, 2021 by Julia Botel who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

[Signature]  
(SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT)



Debrah S. McCullon  
Comm. #GG906245  
Expires: August 27, 2023  
Bonded Thru Aaron Noyes  
Debrah McCullon  
(NAME OF OFFICER TAKING ACKNOWLEDGEMENT)

Approved as to Legal Sufficiency

\_\_\_\_\_  
Dawn S. Wynn, City Attorney

Dated: \_\_\_\_\_