

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is entered into by CITY OF PUNTA GORDA (“The City”), and RISK MANAGEMENT ASSOCIATES, INC., a subsidiary of Brown & Brown, Inc., its successors, predecessors, parent, subsidiaries, affiliates, shareholders, divisions, and related companies, and their respective present and former employees, officials, directors, officers, agents, attorneys, and insurers (collectively referred to herein as “Brown & Brown”).

WHEREAS, The City made a demand upon Brown & Brown with respect to certain coverage procured with Preferred Governmental Insurance Trust, policy number PK2FL1 0082001 18-04 effective October 1, 2018 to October 1, 2020 (the “policy). More specifically relating to the loss of a 2018 Boston Whaler 24’ Justice Center Console, VIN number WCG00034F818 (“this dispute”);

WHEREAS, Brown & Brown denies that it has any liability to The City;

WHEREAS, Brown & Brown and The City are now desirous of resolving any and all claims or disputes that exist or may exist between them arising out of or in any way relating to the policy and this dispute, avoiding the costs and risks of litigation;

NOW, THEREFORE, in consideration of the above premises and the promises, Brown & Brown and The City covenant and agree as follows:

MONETARY CONSIDERATION

1. Brown & Brown shall pay The City for the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

2. The City acknowledges that the payment made pursuant to this Agreement is in comprise of a disputed obligation only, and is not an admission of any liability whatsoever, liability being expressly denied by Brown & Brown. The City expressly agrees that the above described consideration is offered and accepted voluntarily and irrevocably as a full, final, compromise, settlement, satisfaction, and discharge of any and all claims or disputes referenced in this Agreement. Each party relies on the finality of this Agreement as a material factor inducing that party’s acceptance of this Agreement.

GENERAL RELEASE

3. The City releases and forever discharges Brown & Brown and its agents, employees, liability insurers, predecessors, corporate parents, affiliates, officers, owners, attorneys, and representatives, and any other persons legally responsible for the acts or omissions of the foregoing, from any and all claims or causes of action, known or unknown, presently existing or accruing in the future, which The City has or may have against Brown & Brown, arising out of or in any way relating to this dispute. This Agreement includes without limitation, any claims or causes of action between Brown & Brown and The City that were or could have been asserted in a claim. By signing this Agreement, The City attest that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof which is released.

SUCCESSORS IN INTEREST

4. Brown & Brown and The City acknowledge and agree that this Agreement shall be binding upon and inure to the benefit of its corporations, successors in interest, heirs, assigns, representatives, agents, insurers, devisees, and/or transferees.

ADVICE OF COUNSEL

5. In executing this Agreement and any related documents, Brown & Brown and The City acknowledge that they have had an opportunity to consult with and be advised by their attorneys, and that they have executed this Agreement and related documents after independent investigation and without fraud, duress, or undue influence. The City and Brown & Brown have read this Agreement carefully, and know and understand the contents.

AMBIGUITIES

6. This Agreement and related documents have been reviewed by The City and Brown & Brown and their respective attorneys, and they have had a full opportunity to negotiate the contents. This Agreement shall be deemed drafted equally by all parties and the language of all parts of this Agreement shall be construed as a whole, according to its fair meaning. Brown & Brown and The City expressly waive any common law or statutory rule of construction that ambiguities should be construed against the drafting party.

INTEGRATION

7. This Agreement constitutes a single, integrated written contract expressing the entire agreement between Brown & Brown and The City. There are no other agreements, written or oral, express or implied, between Brown & Brown and The City with respect to the subject matter, except this Agreement. This Agreement may be executed in counterparts. This Agreement may only be modified in writing signed by all parties.

ENFORCEMENT OF THIS RELEASE

8. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the state of Florida. If any provision of this Agreement is held to be invalid, void or unenforceable for whatever reason, the remaining provisions shall continue in full force and effect.

UNDERSTANDING

9. By affixing their signature below, the undersigned certify that they have carefully read this Agreement and fully understand it, and have consulted with legal counsel of their own choosing, whose signature appears below as having approved this Agreement as to form.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of April ____, 2019

CITY OF PUNTA GORDA, FLORIDA

(SEAL)

ATTEST:

By: _____
Nancy Prafke, Mayor

By: _____
Karen Smith, City Clerk

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
David M. Levin, City Attorney

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me on April 3, 2019, by Nancy Prafke, as Mayor of the City of Punta Gorda, who is personally known to me and who acknowledged and certified that she has full authority to enter into this agreement on behalf of the The City of Punta Gorda.

Print Name:

(SEAL) NOTARY PUBLIC
My Commission Expires:

RISK MANAGEMENT ASSOCIATES, INC.
A subsidiary of Brown & Brown, Inc.

By: _____

Title: _____

Date: _____