SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into this __ day of _____, 202_, by and between the City of North Port, Florida, a Florida municipal corporation with its principal place of business located at 4970 City Hall Blvd., North Port, FL 34286 (the "City"), and Victor Ramos, (the "Claimant") (collectively, the "Parties").

RECITALS

WHEREAS, on February 3, 2022, Claimant was involved in a Motor Vehicle Accident incident at or near the intersection of East Price Boulevard and Atwater Boulevard in North Port, Florida, and sustained injuries as the result (the "Accident"); and

WHEREAS, the Parties do not anticipate that there will be any disputes between them or legal claims arising out of the Accident, but nevertheless desire to ensure complete and amicable settlement fully and finally, and any and all differences or claims that might otherwise arise out of the Accident; and

WHEREAS, the Parties agree that the payment made pursuant to this Agreement is not to be construed as an admission of any liability by or on behalf of the Released Parties (as defined below); but, instead, is as consideration for the release given in order to avoid litigation, the uncertainties stemming from litigation, as well as to protect and secure the good name and good will of the Released Parties.

NOW, THEREFORE, for and in consideration of mutual covenants specified below and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are hereby incorporated herein.

2. **Terms of Settlement:** In consideration for the promises and agreements contained in this Agreement, the City will pay Two Hundred Thousand U.S. Dollars and zero cents ($200,000.00) payable to ICARD MERRILL, P.A. F/B/0 VICTOR RAMOS within twenty (20) business days of the last party approving and executing this Agreement. As further provided herein, upon execution of this Agreement, Claimant shall release all known and unknown claims that may or do exist against the City.

3. **No Admission of Liability:** Nothing contained in this Agreement shall be construed as an admission of liability, wrongdoing, or culpability whatsoever by the Released Parties (as defined below) with respect to each other, against any other person, towards the Claimant, or any claim being settled herein. The Parties are entering into this Agreement to avoid the costs of litigation. This Agreement may not be introduced into evidence in any proceeding by any Party except to enforce the terms and conditions contained in this Agreement.

4. **Release of Claims:** Claimant, individually and on behalf of his agents, administrators, executors, beneficiaries, heirs, successors and assigns, and anyone who can make a claim by or through him, hereby irrevocably and unconditionally releases, acquits, remises, covenants not to sue, and forever discharges the City of North Port, Florida, and its mayor, commissioners, officers, employees,

agents, attorneys, successors and assigns, and each of the individual Officers and their respective agents, attorneys, heirs, successors and assigns, and any reinsurer or insurer thereof, their respective administrators, successors, assigns, employees, agents, attorneys, officers, directors, and representatives (collectively, "Released Parties"), from any and all rights, obligations, liens, claims, damages or demands, relief, liabilities, equities, actions and causes of action of whatever kind and character, compensatory and punitive, in law or in equity, in contract, tort, or other breach of common law, Constitution, statute, or regulation, whether state or federal, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, disclosed or undisclosed, actual and consequential, specific and general, however denominated, including but not limited to damages for personal injury, bodily injury, emotional injury, pain and suffering, medical expenses, compensatory damages, punitive damages, lost wages, loss of future earning capacity, monetary loss associated with costs of defense of criminal proceeding, mental anguish, embarrassment, humiliation, inconvenience, loss of capacity to enjoy life, loss of normal body function, money, remuneration, attorneys' fees, costs, interest, expenses, or anything of value whatsoever, arising from the beginning of time to the date of this Agreement, including but not limited to, any claims that could have been brought against City or any of the Released Parties by or on behalf of Claimant in any state or federal lawsuit or any administrative proceeding arising out of or related to the Accident. Claimant expressly waives any rights or benefits under any law or judicial decision which provides in substance or effect that the general release does not extend to claims which the Claimant does not know or suspect to exist in Claimant's favor at the time of executing the release. It is expressly understood and agreed by the Parties that this release is in full accord, satisfaction, and discharge of any and all doubtful and/or disputed claims by Claimant against the Released Parties, and that this release has been signed with the express intent of extinguishing all claims, obligations, actions or causes of action to the fullest extent allowed by law. This release does not apply to any claims or rights that may arise after the date that the release is signed or the claims which Claimant cannot lawfully waive without federal or state agency approval.

Further, Claimant, individually and on behalf of his agents, administrators, executors, beneficiaries, heirs, successors and assigns, and anyone who can make a claim by or through him, releases and discharges and shall defend, indemnify, save, and hold harmless, each of the Released Parties from any and every claim, demand, subrogated interests, or lien of every kind or character, including but not limited to, hospital and physician liens, Workers' Compensation liens, Medicare liens or subrogation rights, Medicaid liens or subrogation rights, attorneys' fee charging liens, any local county, city, state or federal government liens, Internal Revenue Service liens, and any and all other subrogated interests or liens, regardless of their source, Medicare, Medicare set asides, and Medicaid, private insurers, known or unknown, arising out of or related to the Accident or any injury, illness, or disease or the effects or consequences thereof resulting or to result from the Accident. The releases given by Claimant herein are general releases. The listing of, or the failure to list, specific types of claims as set forth above is not intended to limit in any way the general and comprehensive scope of the releases given in this Agreement.

Claimant acknowledges that he has conducted an investigation into and have advised the Released Parties that Medicare has not paid for any Accident-related medical expenses incurred to date and that he has considered Medicare's interests in this settlement, and it has been determined that an allocation for future Medicare covered expenses is not required pursuant to the policies and procedures established to protect Medicare's interests as required under the Medicare secondary Payer laws. Claimant represent that he has no reasonable expectation of Medicare eligibility within the next 30 months.

5. **Liens:** Claimant shall fully pay and satisfy all outstanding liens of any type on the proceeds of this settlement, including but not limited to any claims for subrogation or contribution from any insurer or medical provider, attorneys, or any other liens of any kind. Claimant represents and warrants that he has conducted an investigation into and has advised the City of all Medicare, Medicaid, or third-party Medicare or Medicaid provider, including payments or liens for any medical expenses associated with the Accident or incurred to date, including but not limited to contacting and confirming the same with the Medicare/Medicaid Benefits Coordination and Recovery Contractor (BCRC). Further, Claimant, individually and on behalf of his agents, administrators, executors, beneficiaries, heirs, successors and assigns, and anyone who can make a claim by or through him, shall discharge, defend, hold harmless, and indemnify the City from any and every claim, demand or lien of every kind or character, including any liens, claims, fines, penalties, sanctions or litigation instituted by Medicare, Medicaid, set asides requirements, private insurers, known or unknown, to either party hereto which may ever be asserted by reason of said injury, illness, or disease or the effects or consequences thereof resulting or to result from the Accident, and further including but not limited to any and all claims made by any person or entity under the Federal Medical Care Recovery Act, any group or individual health insurance policies, or any other class of benefits paid to or payable to Claimant or his representatives or attorneys. All settlement funds received under this Agreement shall be escrowed and paid first to fully satisfy any liens before any payments are made to Claimant. Claimant will provide the City with a copy of all lien releases. Claimant agrees to defend, hold harmless, and indemnify the Released Parties from any Medicare liens, set aside requirements and/or fines, penalties, sanctions and/or litigation instituted by Medicare or its agents due to any potential failure on the part of the Claimant to report to Medicare and/or secure a Medicare set-aside, as well as defend and indemnify the Released Parties from any and all claims of Medicare.

6. **Authority; Competence:** Claimant acknowledges that he has the full authority to enter into this Agreement without the consent or joinder of any other person or party and has not previously assigned or transferred or purported to assign or transfer, to any person or entity, all or part of any rights, damages, causes of action, or claims against the City. Claimant further states that at the time of reviewing and signing this Agreement, he is of sound mind and is not under the influence of any drugs, alcohol, or other substances which may affect his ability to fully and completely understand and voluntarily enter into this Agreement. Claimant declares that he is relying wholly upon his own judgment, belief, and knowledge of the nature, extent, and duration of injuries, disabilities and damages and that no representations or statements about any such claims, past, present, or future, made by any physician, agent, adjuster, attorney, or employee of the Released Parties, or their insurers, have influenced the undersigned in making or induced the undersigned to make this settlement. Claimant further acknowledges that there is no agreement or compromise on the part of the Released Parties to do or omit to do any act or thing not herein mentioned and that Claimant's consideration is in full and complete settlement of any and all claims, damages, or demands of the Claimant for all claims arising from or out of the Accident.

7. **Breach of Agreement:** In the event Claimant breaches this Agreement and brings an action against the City or Released Parties based on any other claim released in Section 4, the City may stop making payments that would otherwise have been due under this Agreement and demand return of any payments that have been made. The City may also plead this Agreement in bar to any such action and may seek any and all remedies available, including but not limited to injunctive relief and monetary damages, costs and reasonable attorneys' fees.

8. **Representation of Parties; Mutual Drafting:** Claimant acknowledges and agrees that he has consulted with his attorney(s) concerning the contents of this Agreement or has waived the opportunity to do so. By signing this Agreement, Claimant affirms that this Agreement is the product of mutual drafting and shall not be construed against either party. Claimant further affirms that he has read this Agreement, understands it, knows that he is giving up important rights, agrees with everything in it, and knowingly and voluntarily signed it. Claimant also understands that this Agreement cannot be revoked, and once signed, is binding.

9. **Entire Agreement; Signatures; Severability:** This Agreement constitutes the entire agreement to the subject matters stated herein, supersedes all prior and contemporaneous understandings and representations, whether oral or written, and cannot be altered or modified unless the same occurs by way of a writing signed by the Parties. This Agreement may be signed in counterparts with the same force and effect as if all signatures were set forth in a single instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature. In the event that one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired thereby.

10. **Governing Law**. This Agreement shall be governed by the laws of the State of Florida. Jurisdiction for any disputes arising hereunder shall be submitted to a court of competent jurisdiction in Sarasota County, Florida.

11. **Attorneys' Fees and Costs:** If either Party must bring an action to enforce this Agreement, the prevailing party shall be entitled to receive payment of all reasonable attorneys' fees and costs incurred as a result of having to file an action for breach and/or enforcement of this Agreement.

12. **Headings:** The headings of the paragraphs of this Agreement are for convenience only and shall not act to limit or otherwise affect the rights and obligations set forth herein.

13. **Non-Discrimination:** The City of North Port, Florida does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, age, disability, genetic information, veteran status, political affiliation, or other non-merit factor or protected class in administration of its programs, activities, or services.

(*This space intentionally left blank; signature page to follow*)

CLAIMANT ACKNOWLEDGES AND AGREES THAT CLAIMANT HAS BEEN ADVISED THAT THIS AGREEMENT IS A BINDING LEGAL DOCUMENT AND THAT IN EXECUTING THIS AGREEMENT, CLAIMANT HAS ACTED VOLUNTARILY. CLAIMANT HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT, RELEASES ALL KNOWN AND UNKNOWN CLAIMS, AND VOLUNTARILY AGREES TO ITS TERMS.

CLAIMANT

_____
VICTOR RAMOS

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____ 202__, by Victor Ramos.

_____
Notary Public - State of Florida

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

Approved by the City Commission of the City of North Port, Florida on _____, 2025.

CITY OF NORTH PORT, FLORIDA

_____
A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

_____
HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

_____
MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY