

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into between UNITED PROPERTY & CASUALTY INSURANCE COMPANY (hereinafter, "UPC"), BRENDA J. SULLIVAN and CATHERINE L. AUTRY (collectively hereinafter, the "Owners"), and THE CITY OF VENICE, FLORIDA (the "City") regarding the September 2015 incident involving Spectrum Underground, Inc. ("Spectrum"), that occurred during construction of a City of Venice utilities project on real property located at 612 West Venice Avenue, Venice, Florida (the "Property") (UPC Claim Number 2015FL023080), which is owned by the Owners.

UPC, the Owners, and the City, herein collectively "the Parties," hereby agree as follows:

1. **TERMS OF SETTLEMENT.** As consideration for this Settlement Agreement, the Parties agree as follows:

A. Subject to the terms and conditions set forth below, the City shall pay to UPC, the sum of fifteen thousand eight hundred sixty-five dollars and twenty-seven cents (\$15,865.27) in full, absolute and complete settlement of all claims associated with the September 2015 incident on the Property as referenced in the July 21, 2016, demand letter attached hereto as Exhibit "A."

B. In addition, subject to the terms and conditions set forth below, the City shall pay to the Owners, the sum of one thousand nine hundred six dollars and sixty-

eight cents (\$1,906.68) in full, absolute and complete settlement of all claims associated with the September 2015 incident on the Property as set forth in Exhibit "A."

C. The payments referenced in subparagraphs 1.B. and 1.C. above shall be made by the City to UPC and the Owners, respectively, within ten (10) days of execution of this Settlement Agreement by the City.

2. **RELEASE.** Upon the payments by the City, as referenced in subparagraphs 1.A. and 1.B, UPC and the Owners, respectively, for themselves and their respective predecessors and successors in interest, shall be deemed to have released and discharged the City, and its council members, insurers, and assigns, from any and all liability, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extends, executions, claims, and demands whatsoever, in law, or equity, whether known or unknown, liquidated or contingent, that it had, now has or may have in the future, arising out of, from, or in any way connected with or related to the September 2015 incident on the Property. In addition, UPC and the Owners hereby respectively shall be deemed to have assigned any and all claims either party may have related to the September 2015 incident on the Property, including, but not limited to, any and all claims either UPC or the Owners have against Spectrum, to the City to allow the City to pursue a separate claim against Spectrum, regarding the September 2015 incident on the Property. Specifically excluded from the scope of this Release are any claims under this Settlement Agreement.

3. **AUTHORITY.** By executing this Settlement Agreement, each party or representative of a party represents that they have full authority to execute this Settlement Agreement either on their own behalf or on behalf of their principal as the case may be.

4. **ENFORCEMENT/PREVAILING PARTY FEES.** In the event that any party hereto seeks to enforce this Settlement Agreement in a court of law or equity, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and court costs, including paralegal fees, incurred in enforcing this Settlement Agreement through all appeals.

5. **COMPLETE AGREEMENT.** This Settlement Agreement represents the full and complete agreement of the Parties hereto relative to the matters addressed herein, and may not be modified or altered except by an instrument in writing signed by all Parties hereto.

6. **FURTHER ACTION/COOPERATION.** The Parties hereto agree to cooperate with one another and to assist one another to effectuate the intentions of this Settlement Agreement.

7. **BINDING AGREEMENT.** This Settlement Agreement is intended to be a valid and binding agreement under the laws of the State of Florida. By executing this Settlement Agreement, each party hereto acknowledges that they have read and understand this Settlement Agreement; that they have freely and voluntarily entered into this Settlement Agreement; and that they have been represented in this matter by legal counsel of their own selection or have voluntarily declined said representation.

8. **NO ADMISSIONS.** By executing this Settlement Agreement, the Parties hereto expressly deny liability and acknowledge that this Settlement Agreement constitutes a good faith compromise of disputed claims and termination of the controversies which have given rise to this Settlement Agreement.

9. **MISCELLANEOUS.** This Settlement Agreement shall be interpreted and governed by Florida law. No provision of this Settlement Agreement shall be construed against a party because of draftsmanship of such provision. Headings herein are for convenience of reference only and shall not affect the interpretation hereof.

10. **COUNTERPARTS/FACSIMILE SIGNATURES.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Facsimile signatures shall suffice to bind the Parties.

11. **VENUE.** Venue for any action arising herefrom or related hereto shall be in Sarasota County, Florida.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed on the dates written below.

United Property & Casualty

Insurance Company

By:

Witness

Date: _____

OWNERS

Brenda J. Sullivan

Date:-----

Witness

Catherine L. Autry

Date:-----

Witness

Approved by the City Council of the City of Venice this _____ day of
_____, 2016.

CITY OF VENICE, FLORIDA

ATTEST:

Lori Stelzer, City Clerk

By: _____
John Holic, Mayor

Approved as to Legal Form and Content _____ City Attorney
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