

RESOLUTION NO. 2021- 48

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS OF BLAS MANUEL MINARRO MARTINEZ IN AMOUNT NOT TO EXCEED \$150,000 TO BE PAID BY THE VILLAGE’S INSURER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about October 25, 2019, Blas Manuel Minarro Martinez (“Martinez”) filed a lawsuit styled *Blas Manuel Minarro Martinez et al. v. Village of Key Biscayne* in the Circuit Court of Miami-Dade County, Florida under case number 2019-030802-CA-01, seeking damages allegedly related to an incident on May 9, 2017 (the “Lawsuit”); and

WHEREAS, Martinez is willing to settle all of his claims that were or could have been brought against the Village pertaining to the Lawsuit, including all costs and attorney’s fees incurred in this matter, and release the Village of any liability, in exchange for a lump-sum payment of \$150,000, which will be paid by the Village’s insurer, all as set forth in the Settlement Agreement and General Release attached hereto as Exhibit “A” (the “Agreement and Release”); and

WHEREAS, although the Village disputes the merits of the Lawsuit, the Village Council desires to accept the Agreement and Release, thereby disposing of all claims against the Village by Martinez, and authorize the Village Manager and Village Attorney to prepare and execute all settlement and related documents consistent with the terms of the Agreement and Release; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

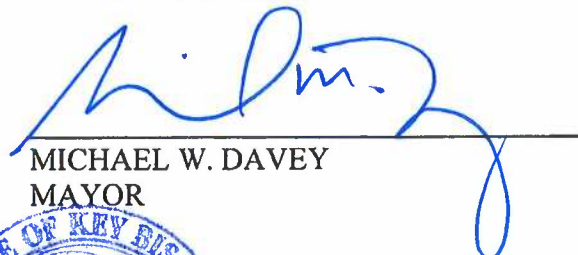
Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Village Council approves the settlement of all claims that were or could have been asserted by Martinez as a result of the alleged incident on May 9, 2017, including costs and attorney's fees, for \$150,000, which will be paid by the Village's insurer, all as set forth in the Agreement and Release attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Council authorizes the Village Manager and the Village Attorney to prepare and execute all settlement and related documents consistent with the terms of the Agreement and Release attached hereto as Exhibit "A" and the intent of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED and ADOPTED this 12th day of October, 2021.



MICHAEL W. DAVEY
MAYOR

ATTEST:


JOCELYN BREWSTER KOCH
VILLAGE CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into October __, 2021, by and between Blas Manuel Minarro Martinez ("Martinez") and the Village of Key Biscayne ("Village"), a Florida municipal corporation (Martinez and Village collectively referred to as the "Parties").

Recitals

WHEREAS, on or about October 25, 2019, Martinez filed a lawsuit against the Village, styled *Blas Manuel Minarro Martinez et al. v. Village of Key Biscayne et al.*, in the Circuit Court of the 11th Judicial Circuit In and For Miami-Dade County, Case No. 2019-030802-CA 01 alleging negligence against the Village (the "Lawsuit"); and

WHEREAS, the Village denies Martinez's allegations; and

WHEREAS, on August 26, 2021, the Parties agreed to resolve this matter; and

NOW THEREFORE, in consideration of their mutual promises contained herein, the Parties hereby agree as follows:

Terms

1. **Incorporation of Recitals.** The Parties hereby agree and acknowledge that the foregoing Recitals to this Agreement are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

2. **Payment.**

a. The Village's insurer shall pay Martinez, pursuant to Paragraph 3 below, the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in full and complete settlement of all of Martinez's claims relating to the Lawsuit ("Settlement Sum").

b. The Settlement Sum should be made payable to: Robert Dixon, P.A. f/b/o Blas Manuel Minarro Martinez.

3. **Closing of Settlement.**

a. Within thirty (30) days of the approval of this Agreement by the Village Council, the Village shall deliver the Settlement Sum to Law Offices of Robert Dixon.

b. Within three (3) business day of the clearance of Settlement Sum, Martinez's counsel shall inform counsel for the Village that the Settlement Sum has cleared and shall file a Notice of Voluntary Dismissal with Prejudice as to Martinez with the Court, with each Party bearing their own fees and costs.

c. The Settlement shall be considered closed upon the clearance of the Settlement Sum and the filing of the Notice of Voluntary Dismissal with Prejudice.

4. **Additional Terms.** Martinez agrees to forfeit his rights (a) to reinstate the Lawsuit, and (b) to bring a new lawsuit based upon the facts and allegations raised in the Lawsuit.

Additionally, Martinez states that at the time of the execution of this Agreement there are no outstanding claims or liens by way of reimbursement or subrogation by insurance carriers, attorneys, hospitals, medical providers or other entities including Medicare or Medicaid, for amounts paid or owed on behalf of Martinez by reason of the incident which is described above, or, in the alternative, if there are any such outstanding claims or liens, Martinez will indemnify and hold the Village harmless from said amounts and will fully satisfy and resolve those claims including but not limited to any hospital liens, medical liens, attorneys liens, insurance liens and/or liens held by Medicaid or Medicare, any other governmental agency, or any other entity.

5. **Adequate Consideration.** Martinez agrees that the consideration as set forth in paragraph 2 above constitutes adequate and ample consideration for the rights and claims Martinez is waiving and/or forfeiting under this Agreement and for the obligations imposed upon him by virtue of this Agreement.

6. **Complete Release.** Martinez hereby voluntarily releases, waives, and forever discharge any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which he has or may have against the Village (including but not limited to, its officials, elected officials, employees, agents, law enforcement officers, and attorneys) from the beginning of the world until the date of execution of this Agreement.

It is Martinez's intention to fully, finally and forever resolve and release any and all disputes he may have or believe himself to have against the Village (including but not limited to, its officials, elected officials, employees, agents, law enforcement officers, and attorneys) with respect to any alleged acts occurring before the Effective Date of this Agreement, whether those disputes are presently known or unknown, suspected or unsuspected.

6. **No Lawsuits or Claims by Third Parties.** Martinez waive the rights and claims set forth above and agrees not to institute, or have instituted by anyone, a lawsuit against the Village based on any such claims or rights. Martinez further acknowledges and agrees that with respect to the rights and claims he is waiving, he is waiving not only his right to recover money or any other relief in any action he might commence, but also his right to recover in any action brought on his behalf by any other party.

7. **No Precedent Set.** The Parties agree that this Agreement is based upon the unique facts and circumstances of this particular case and does not establish any precedent, pattern or evidence of past practice for the resolution, disposition or determination of any other matter. Martinez further acknowledges that this Agreement is being entered into by the Parties as a compromise of the disputed claims and not on the merits, and is solely for the purposes of avoiding the expense and inconvenience of further litigation. Neither this Agreement, nor any other consideration made and contained herein is construed to be an admission of liability on the part of the any Parties.

8. **Effective Date.** This Agreement will become effective upon the execution of this Agreement by Martinez and the Village.

9. **Public Record.** Martinez understands and agree that under the Florida Public Records Law, Chapter 119, Florida Statutes, the Village is required to, and shall upon request by any third party, disclose the terms of this Agreement, and the Village shall comply with all federal, state, and local laws requiring disclosure of public records.

10. **Non-Admission of Wrongdoing.** The Parties agree that neither this Agreement nor the furnishing of any consideration under this Agreement shall be construed as an admission by any party of any wrongdoing, liability or unlawful conduct.

11. **Governing Law and Interpretation.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction, and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Venue for any litigation arising from this Agreement will be in Miami-Dade County, Florida.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and shall supersede any and all prior agreements, understandings, whether written or oral, between the Parties, except as specified in this Agreement. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made to them in connection with their decision to sign this Agreement except for those set forth in this Agreement.

13. **Encouragement to Consult Attorney.** The Parties acknowledge that they have taken a reasonable period of time to consider the Agreement and have consulted with legal counsel before signing this Agreement.

14. **Amendment.** This Agreement may not be amended except by written agreement signed by all Parties.

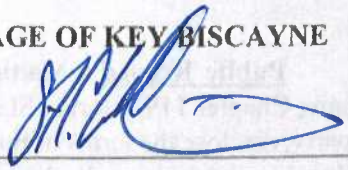
15. **Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.

16. **Acknowledgement.** The Parties acknowledge that they have carefully read and understand this Agreement consisting of four (4) pages and agree that they have not made any representations other than those contained herein. Martinez also acknowledges that he enters into this Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance, and this Agreement constitutes a full and absolute settlement and bar as to any and all claims he had, has, or may have against the Village.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below.

BLAS MANUEL MINARRO MARTINEZ VILLAGE OF KEY BISCAYNE

By: BLAS M. MINARRO MARTINEZ By: 

Title: _____ Title: VILLAGE MANAGER

Date: 09/15/2021 Date: 10/26/21

