



TOWN OF SURFSIDE
Office of the Town Manager
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 861-4863

LETTER TO COMMISSION

No.: 21-2025

To: Mayor Charles W. Burkett, Vice Mayor Tina Paul, and
Members of the Town Commission

From: Mark Blumstein, Acting Town Manager *MB*

Cc: Thais Hernandez, Town Attorney *TH*

Date: January 17, 2025

Subject: **Release of Claim & Indemnification Agreement - Settled**

The purpose of this Letter to Commission (LTC) is to transmit the attached Release of Claim & Indemnification Agreement executed January 15, 2025, Case No.: 2024-6341 CA 01, Gwendolyn Thomas v. Town of Surfside. Therefore, the matter is closed pending final disposition from the Circuit Court.

If you have any questions or need additional information, feel free to contact me.

Enclosed: Release of Claim & Indemnification Agreement

RELEASE OF CLAIM
AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Plaintiff, GWENDOLYN THOMAS, hereinafter referred to as "first party", for and in consideration of the sum of SIX THOUSAND DOLLARS AND NO/CENTS (\$6,000.00) or other valuable consideration, received from or on behalf of TOWN OF SURFSIDE, and FLORIDA MUNICIPAL INSURANCE TRUST, hereinafter referred to as "second parties", the receipt whereof is hereby acknowledged.

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said second parties, their agents, servants, employees, and insurers, of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first parties ever had, now have, or which any personal representative, successor, heir or assign of said first parties, hereafter can, shall or may have, against said second parties, for, upon or by reason of any matter, cause or thing whatsoever, arising from an accident which Plaintiff alleges occurred on or about January 8, 2023, while walking, at or in the vicinity of 95th Street and Collins Avenue Surfside, Florida 33154, and to any cause of action raised in, or that could have been raised in, or arising out of the filing and prosecution of the litigation described as *Gwendolyn Thomas v. Town Of Surfside* (Case No. 2024-006341-CA-01).

I represent that all medical bills, hospital bills, disability, and wage losses, including any subrogation rights or liens for the payment of same by any third party, including any Medicare and Medicaid liens or rights for reimbursement, which arose out of the incident sued upon in the aforementioned litigation have been paid in full or will be settled with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second parties for any claims, demands, subrogation rights or liens that may be asserted against the second parties for the above-mentioned expenses or losses of the first party.

It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payment is not to be construed as an admission of liability on the part of the second parties, by whom liability is expressly denied.

I have carefully read the Release of Claim and understand its terms, operation, and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of January 2025.

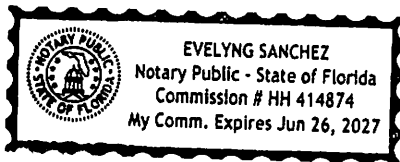
Signed, sealed, and delivered in the presence of:

[Signature]
GWENDOLYN THOMAS

[Signature]
WITNESS

STATE OF Florida)
COUNTY OF Florida)ss

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 15 day of January, 2025, by Gwendolyn Thomas, who are personally known to me, or who have produced FL Driver License as identification.



[Signature]
Notary Public, State of Florida at Large
Printed Name: Evelyn Sanchez

(NOTARY SEAL)

My commission expires: June 26, 2027

This Instrument Prepared By:
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Burke, Piper & Hochman, P.A.
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