

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2819.22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS AND COUNTERCLAIMS BETWEEN THE TOWN AND BARBARA SHAHEEN, RESPECTIVELY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about May 4, 2017, the Town of Golden Beach ("Town") filed a lawsuit styled *Town of Golden Beach v. Barbara Shaheen* in the Circuit Court of Miami-Dade County, Florida under case number 2017-010672-CA-01, seeking damages via foreclosure of several Town code enforcement liens and subsequently filing an Amended Complaint seeking declaratory and injunctive relief (the "Complaint"); and

WHEREAS, on or about September 28, 2017, Barbara Shaheen ("Shaheen") filed a Counterclaim in the above-referenced Lawsuit, seeking declaratory relief, recovery pursuant to 42 U.S.C. § 1983, and inverse condemnation ("Counterclaim") ("Complaint" and "Counterclaim" collectively referred to as "Lawsuit") ("Town" and "Shaheen" collectively referred to as the "Parties").

WHEREAS, the Parties are willing to settle all of their respective claims that were or could have been brought against each other pertaining to the Lawsuit, including all costs and attorney's fees incurred in this matter, and generally release each other of any liability, all as set forth in the Mutual Release of Claims and Settlement Agreement attached hereto as Exhibit "A" (the "Agreement and Release"); and

WHEREAS, although the Town disputes the merits of the Counterclaim, the Town Council desires to accept the Agreement and Release, thereby disposing of all claims

against the Town by Shaheen, and authorize the Town Manager and Town Attorney to prepare and execute all settlement and related documents consistent with the terms of the Agreement and Release; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, AS FOLLOWS:

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

Section 2. Approval. That the Town Council approves the settlement of all claims that were or could have been asserted by the Parties in the Lawsuit as set forth in the Agreement and Release attached hereto as Exhibit "A."

Section 3. Authorization. That the Town Council authorizes the Town Manager and the Town 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.

Sponsored by **Town Administration.**

The Motion to adopt the foregoing Resolution was offered by Councilmember Luskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:


Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Judy Luskin	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 17th day of May, 2022.



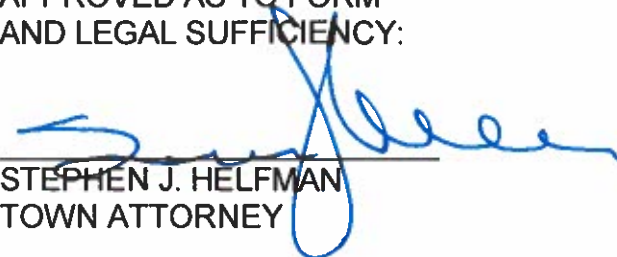
MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: May 17, 2022

Item Number:

To: Honorable Mayor Glenn Singer &
Town Council Members

9

From: Lissette Perez
Town Clerk

Subject: Resolution No. 2819.22 – Approving the Settlement with
Barbara Shaheen

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2819.22.

Background:

The Town Attorney is recommending the Town enter into the attached agreement and general release with Barbara Shaheen.

Please refer to the settlement agreement attached as backup to this item, referenced as "Exhibit A".

EXHIBIT "A"

MUTUAL RELEASE OF CLAIMS AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE OF CLAIMS AND AGREEMENT (“Release Agreement”) is made and entered into this ___ day of February 2022 by and between the Town of Golden Beach (the “Town”) (and its respective staff, elected and appointed officials, councilpersons, employees, agents, attorneys, assigns, and representatives) and Barbara Shaheen, (“Ms. Shaheen”) (and her respective partners, successors and predecessors in interest, heirs, assigns, agents, attorneys, representatives, and insurers). Each of the parties hereto may be individually referred to as a “Party” and all of the parties hereto may be collectively referred to as the “Parties”. The Parties mutually agree as follows:

1. **Town Release of Ms. Shaheen.** The Town, by and through its undersigned authorized representatives, for and in consideration of the Release set forth in Paragraph 2 herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby completely and fully releases, acquits, satisfies, remises, and forever discharges Ms. Shaheen, and her respective partners, successors and predecessors in interest, heirs, assigns, agents, attorneys, representatives, and insurers of the foregoing, from any liability, obligation, or responsibility, including but not limited to all claims alleged, and also all other demands, actions, causes of action, controversies, declaratory judgment actions, cross claims, counterclaims, debts, damages, common law claims, contractual claims, statutory claims, costs, expenses, attorneys’ fees, compensation, obligations, and liabilities of any and every nature whatsoever at law or in equity, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, and whether or not contingent (all of the foregoing are collectively referred to as “Claims”), which the Town (and its respective staff, elected and appointed officials, councilpersons, employees, agents, attorneys, assigns, and representatives) could have brought or did bring against Ms. Shaheen arising out of or relating to Ms. Shaheen’s ownership of 416 Golden Beach Drive, Golden Beach, Florida 33160 (“Property”) and the issues raised or could have been raised in the action styled *Town of Golden Beach v. Barbara Shaheen, Case No. 2017-010672-CA-01*, filed in the 11th Judicial Circuit Court, Miami-Dade County, Florida (the “Lawsuit”).

2. **Ms. Shaheen Release of the Town.** Ms. Shaheen, for and in consideration of the Release set forth in Paragraph 1 herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby completely and fully releases, acquits, satisfies, remises, and forever discharges the Town, and its respective staff, elected and appointed officials, commissioners, employees, agents, attorneys, assigns, representatives, the Florida Municipal Insurance Trust, and the Florida League of Cities, Inc. from any liability, obligation, or responsibility, including but not limited to all claims alleged, and also all other demands, actions, causes of action, controversies, declaratory judgment actions, cross claims, counterclaims, debts, damages, common law claims, contractual claim, statutory claims, costs, expenses, attorneys’ fees, compensation, obligations, and liabilities of any and every nature whatsoever at law or in equity, whether known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, and whether or not contingent (all of the foregoing are collectively referred to as “Claims”), which Ms. Shaheen (and her respective partners, successors and predecessors in interest, heirs, assigns, agents, attorneys, representatives, and insurers) ever had, now has, or may have against the Town arising out of or relating to Ms. Shaheen’s ownership of the Property and the issues raised or could have been raised in the action styled *Town of Golden Beach v. Barbara*

3. **Terms and Closing of Settlement.**

- a. Simultaneous with the execution of this Agreement the Parties shall execute¹ and deliver to the Escrow Agent a Stipulation of Voluntary Dismissal with Prejudice, whereby Town voluntarily dismisses its claims against Ms. Shaheen, with prejudice, and Ms. Shaheen voluntarily dismisses her counterclaims against the Town with prejudice in the form attached hereto as **Exhibit “A”** (the “Joint Stipulation of Voluntary Dismissal with Prejudice”).
- b. Upon the receipt by the Escrow Agent of this Release Agreement fully executed by the Parties, the Escrow Agent shall, within two (2) business days, e-sign on behalf of the Parties and file the Stipulation of Voluntary Dismissal with Prejudice described in Paragraph 3(a) with the Court.
- c. The filing of the Joint Stipulation of Voluntary Dismissal with Prejudice described in Paragraph 3(a) constitutes the Closing of the Settlement as contemplated in Paragraph 8 herein.

4. **Escrow Agent.** The Escrow Agent shall be Justin D. Luger, Esq., Weiss, Serota, Helfman, Cole & Bierman, P.L., 2525 Ponce de Leon Blvd., Suite 700, Coral Gables, Florida 33134.

5. **No Admission of Liability.** It is understood and agreed that this Release Agreement is in full compromise of disputed claims, and that neither this Release Agreement nor the consideration paid by the Parties in exchange for this Release Agreement shall be construed as an admission of liability on the part of any party to this Release Agreement. The Parties understand that the Lawsuit is being settled as a business decision only, that the terms specified herein are agreed upon as a complete compromise of matters involving disputed issues of law and fact, and that each Party hereby assumes the risk that the facts or law may be otherwise than each Party believes. Neither this Release Agreement nor any of its terms shall be offered or received in evidence in any other action or proceeding, except as may be necessary in any proceeding to enforce the terms hereof.

6. **Non-Disparagement.** Ms. Shaheen agrees that she will not, without prior written permission from the Town, directly or indirectly contact members of the press or media, the Town’s representatives, agents, employees, attorneys, or any other entity that has a business relationship with the Town in order to discuss this Agreement and/or the facts or circumstances giving rise to this Agreement. Ms. Shaheen agrees that she will not post anything on the internet that disparages the Town in any way and that Ms. Shaheen will rescind or delete anything that she

¹ The Parties, by signing this Agreement, hereby authorize the Escrow Agent to electronically sign, on behalf of each Parties’ respective attorneys, the Stipulation of Voluntary Dismissal with Prejudice.

has already placed on the internet that disparages the Town. It is understood by Ms. Shaheen that this clause continues beyond the date on which the Agreement becomes effective.

7. **No Release of Obligations Herein.** Notwithstanding anything to the contrary herein, the Releases set forth in Paragraphs 1 and 2 shall not include the release of any of the Parties' obligations under this Release Agreement.

8. **Releases Effective Only Upon Closing.** The General Releases in Paragraphs 1 and 2 shall become effective only upon the Closing of the Settlement as set forth in Paragraph 3 herein.

9. **Merger.** This Release Agreement shall constitute the entire agreement and understanding by and between the Parties with respect to the transactions contemplated hereby, and shall supersede all prior or contemporaneous negotiations, understandings, and agreements. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Release Agreement that are not fully expressed herein.

10. **No Oral Modification.** This Release Agreement may not be modified, amended, or supplemented except by an agreement in writing signed by the Parties.

11. **Counsel.** Each party to this Release Agreement represents and warrants that each has read it, has received the benefit and advice of counsel, and that they understand the language used, and that each fully understands and appreciates the words and terms used herein, and their legal effect, and that each enters into this Release Agreement freely, voluntarily, and knowingly, and has suffered no duress or coercion in doing so.

12. **Counterparts.** This Release Agreement may be executed in multiple counterparts, including facsimile transmissions thereof, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

13. **Choice of Law.** This Release Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Parties have executed this Release Agreement on the dates set forth below.

{Signature Pages to Follow}

[Remainder of page intentionally left blank.]

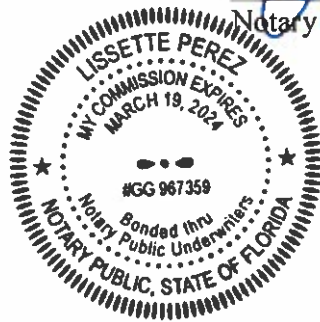
By: Alex R
ALEXANDER DIAZ
TOWN MANAGER
TOWN OF GOLDEN BEACH

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 19th day of May, 2022 by ALEXANDER DIAZ as Town Manager for Town of Golden Beach.

Lisette Perez
Notary Public, State of Florida

My Commission Expires:



[Remainder of page intentionally left blank.]

EXHIBIT "A"

By: _____
WILLIAM P. MCCAUGHAN JR.
Florida Bar No.41573
Primary: wmccaughan@justice360.com
Secondary: eservice@justice360.com
MORGAN LAW GROUP
55 Merrick Way, Suite 404
Coral Gables, Florida 33134

Counsel for Barbara Shaheen

EXHIBIT "1"

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT,
IN AND FOR MIAMI DADE COUNTY, FLORIDA

TOWN OF GOLDEN BEACH, a Florida
municipality,

CASE NO.: 17-010672-CA-

01

Plaintiff/Counter-Defendant,

vs.

BARBARA SHAHEEN,

Defendant/Counter-Plaintiff.

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE, having come before the Court on the Parties' Joint Stipulation for Dismissal with Prejudice (the "Stipulation for Dismissal"), it is hereby

ORDERED and ADJUDGED as follows:

1. The Stipulation for Dismissal is approved.
2. The Parties' respective claims in this Action are dismissed with prejudice.
3. The Parties have agreed to bear their respective attorneys' fees and costs of this

Action.

DONE AND ORDERED in Chambers, at Miami, Miami-Dade County, Florida, this

_____ day of _____, 2022.

HONORABLE REEMBERTO DIAZ
Circuit Court Judge

Copies to:

All counsel and parties of record