

# EXHIBIT A

## RELEASE OF PROPERTY DAMAGE CLAIM

### PART A

For and in consideration of the payment to me of the sum of THIRTEEN THOUSAND SIX HUNDRED AND TWENTY DOLLARS AND FIFTY FOUR CENTS (\$13,622.54), the receipt of which is hereby acknowledged, I, being of lawful age do hereby release and discharge the CITY OF DULUTH, MINNESOTA, its agents, officers and employees , and their assigns and legal representatives, of and from any and all causes of action, claims, demands, damages, consequential damages, costs, loss of services, expenses, and compensation, including any claim presented as arising pursuant to Federal law, and including any insurance policy deductible or co-pay paid by claimants which is in any way related to any and all property damage resulting or to result from, or in any way arising out of, an accident or incident that occurred on or about the 26<sup>TH</sup> day of November, 2020 at or near Commonwealth Ave & Nick Gulmac Drive, Duluth MN for vehicle damages from city owned vehicle.

### PART B

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not be construed as an admission of liability on the part of the City of Duluth, its agents, employees, and by whom liability is expressly denied.

### PART C

And in further consideration of said payment, I, hereby subrogate, set over and assign to City of Duluth all my right, title, and interest in any and all claims for damages I may have against any persons or corporations that arise out of said incident or accident. I assign the City full right and authority to demand and receive from other parties any sums of money in settlement of said claims, in its own name or in my name, but without financial cost to me. I further agree to verify all proper pleadings, attend and testify at all hearings, aid said City of Duluth in securing evidence, and generally do all things necessary and proper as a party plaintiff.

### PART D

It is my intention that, except for payment to me provided for in this agreement, the City shall not be required to make any payment to any party as a result of the damages I sustained in the accident described in Part A. Should any party, other than the City, its agents or employees, that is concurrently or jointly liable to me, or is a subrogee of mine, for any damages arising out of the accident described in Part A become entitled, by way of judgment, arbitration award, settlement, or otherwise, to receive, on account of or directly resulting from said accident, any payment from the City of Duluth, its agents or employees, then I will indemnify the City, its agents, or employees for any such payment they may be required to make.

PART E

I agree that this settlement becomes binding upon the City of Duluth at the time this agreement is accepted and approved by the proper City officials, as required by law.

PART F

This release contains the entire agreement between the parties hereto, and the terms of the release are contractual and not a mere recital.

I hereby authorize and direct the proper City officers to draw an order payable to me from the Self-Insurance Fund.

I further state that I have carefully read the foregoing release, and know that contents thereof, and I sign the same as my own free act.

WITNESS my hand this 8 day of November, 2021.

IN PRESENCE OF:

Jessica M Francisco  
Signature of Witness

Sarah Rogalla  
Sarah Rogalla, Claimant

1082 85<sup>th</sup> Ave W, Duluth, MN 55808  
Address of Witness

APPROVAL BY CITY ATTORNEY'S OFFICE

Approved as to form and execution this 11<sup>th</sup> day of November, 2021

[Signature]  
City Attorney

