

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$75,000	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$75,000	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

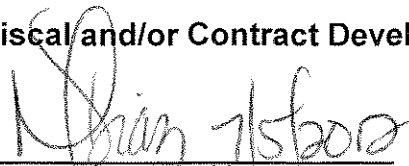
Budget Account No.: Fund 1101 Department 143 Unit 1431 Object 4905 BG11/GY11
 Reporting Category _____


B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

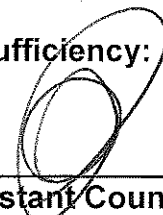
A. OFMB Fiscal and/or Contract Development and Control Comments:



 OFMB 7/5/12 3:25 07/15/12


 Contract Development and Control

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

Department Director

MEDIATION SETTLEMENT AGREEMENT executed on June 28, 2012, between and among **Elena Escovar** ("Plaintiff") and **Palm Beach County** ("Defendant") related to Case No. 11-81261 (the "Action") involving payment by Defendant to Plaintiff of the total sum of \$75,000 (the "Settlement Sum").

PLAINTIFF AND DEFENDANT HEREBY AGREE AS FOLLOWS:

1. Defendant shall pay the Settlement Sum to Plaintiff, which shall be in full and complete payment and settlement of any and all claims by Plaintiff against Defendant, and Plaintiff shall resign her employment with Defendant. Notwithstanding the foregoing, the settlement is conditioned upon approval by the Palm Beach County Board of County Commissioners. Pending approval by the Palm Beach County Board of County Commissioners, the parties agree that Plaintiff shall be placed on paid administrative leave. The Settlement Sum shall be paid within forty five (45) days of approval by the Palm Beach County Board of County Commissioners by check payable to the The Law Office of Raquel Fas Bravo Trust Account and Plaintiff. If the Palm Beach County Board of County Commissioners does not approve the settlement, Plaintiff's current position with Defendant shall be reinstated.

*RFBS
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(Signature)

2. The parties hereto shall execute such other and further documents as may be typical for settlements of this type and as may reasonably be requested by any party hereto in order to implement or further assure the terms hereof, including a more formal settlement agreement, a release from plaintiff to defendant and a notice of voluntary dismissal with prejudice.

3. The parties hereto each shall bear the costs of their respective attorneys and experts and each has executed this agreement freely and voluntarily after consulting with their own counsel and, if appropriate, experts, and not based upon any advice or recommendations by the Mediator. In settling this dispute, neither party hereto admits or concedes the truth of any of the allegations contained in the pleadings herein or concedes or acknowledges that they have any liability to the other and are settling this case to avoid the cost and expense of further proceedings and to bring finality to this matter.

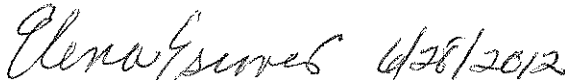
4. The cost of the mediation conference shall be paid ½ by Plaintiff and ½ by Defendant.

IN WITNESS WHEREOF, the parties hereto have executed this Mediation Settlement Agreement on and as of the date first above written.

PLAINTIFF

DEFENDANT

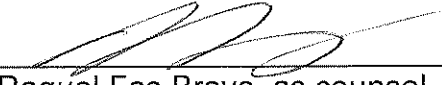
PALM BEACH COUNTY



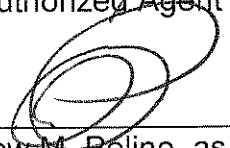
Elena Escovar

By: 

Authorized Agent



Raquel Fas Bravo, as counsel



Andrew M. Pelino, as counsel

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as "Agreement") stems from a lawsuit Plaintiff, ELENA ESCOVAR, (hereinafter referred to as "FIRST PARTY"), filed against Defendants PALM BEACH COUNTY, PALM BEACH COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, PALM BEACH COUNTY ADMINISTRATION, AND THE BOARD OF PALM BEACH COUNTY COMMISSIONERS, PALM BEACH COUNTY A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (hereinafter referred to as "SECOND PARTY"), in the United States District Court for the Southern District of Florida, Case No. 11-81261-CV-HURLEY/HOPKINS (hereinafter referred to as the "LAWSUIT"). FIRST PARTY and SECOND PARTY, as more specifically set forth below, have agreed to settle the LAWSUIT, as well as any and all other claims FIRST PARTY has against SECOND PARTY arising out of, relating or pertaining to the LAWSUIT, or which could have, and should have, been raised in the LAWSUIT.

In consideration of these premises, and the payment of \$75,000.00 by SECOND PARTY to FIRST PARTY, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby conclusively deemed acknowledged by the parties to this Agreement, FIRST PARTY and SECOND PARTY hereby stipulate and agree as follows:

1. The AGREEMENT and the Mediation Settlement Agreement executed on June 28, 2012 by FIRST PARTY and SECOND PARTY (Attachment 1) are subject to the review and approval of the Palm Beach County Board of County Commissioners.
2. Pending review and approval of this AGREEMENT and the Mediation Settlement Agreement executed on June 28, 2012 by FIRST PARTY and SECOND PARTY (Attachment 1) by the Palm Beach County Board of County Commissioners, FIRST PARTY shall be placed on administrative leave with pay beginning on June 29, 2012.
3. SECOND PARTY shall pay FIRST PARTY the sum of seventy-five thousand dollars (\$75,000.00) within forty five (45) days of approval of this AGREEMENT and the Mediation Settlement Agreement executed on June 28, 2012 by FIRST PARTY and SECOND PARTY (Attachment 1) by the Palm Beach County Board of County Commissioners.
4. FIRST PARTY shall resign her employment with SECOND PARTY upon payment and delivery of settlement check payable to The Law Office of Raquel Fas Bravo Trust Account and FIRST PARTY, to FIRST's PARTY Counsel. FIRST PARTY shall remain on paid administrative leave until the settlement check is delivered to FIRST PARTY's attorney. Once the settlement check is delivered to FIRST PARTY's attorney, FIRST PARTY's resignation shall be deemed effective.
5. Should the Palm Beach County Board of County Commissioners not approve this AGREEMENT and the Mediation Settlement Agreement (Attachment 1), FIRST PARTY's current position with the SECOND PARTY shall be reinstated.

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5. FIRST PARTY and SECOND PARTY have amicably resolved the LAWSUIT, as well as any and all claims FIRST PARTY has against SECOND PARTY arising out of, relating or pertaining to the LAWSUIT and/or which could or should have been raised in the LAWSUIT.

6. Upon the execution of this AGREEMENT, FIRST PARTY shall dismiss the LAWSUIT with prejudice, each side to bear their own attorneys' fees and costs.

7. FIRST PARTY shall execute a release in favor of SECOND PARTY.

FIRST PARTY and SECOND PARTY hereby declare and represent to each other that FIRST PARTY and SECOND PARTY have relied wholly upon their own judgment, and judgment of their agents in entering into this AGREEMENT, and they further represent that they have not been influenced to any extent whatsoever in entering into this AGREEMENT by any representations or statements regarding the value of their respective claims, or the legal liability therefore, or regarding any other matters made by the other party or by any person or persons representing or employed by such other party. Each party further represents to the other that each party giving a release herein set forth knows, has examined, and has investigated to their full satisfaction all matters concerning the incidents and claims between or among them or at issue in the LAWSUIT, and that the settlement of their differences and the execution of this AGREEMENT is not based upon, or induced by, any representations made by the other party, their respective counsel, or by any person or persons representing or employed by such other party concerning the subject matter of the LAWSUIT.

FIRST PARTY does hereby demise, acquit, satisfy and forever discharge SECOND PARTY including any and all of SECOND PARTY's respective agents, employees, County Commissioners, affiliates, members, heirs, legal representatives and assigns, jointly and severally, of and from all action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the FIRST PARTY ever had, now has, or which any personal representative, successor, heir or assign of said FIRST PARTY had, hereafter can, shall or may have, against the SECOND PARTY, for any and all manner of actions, claims, cause or causes of action or damages arising out of, relating or pertaining to the LAWSUIT, or which should have or could have been raised or asserted in the LAWSUIT.

FIRST PARTY agrees to pay and resolve any and all medical bills and/or health insurance and/or third party liens from the proceeds of the settlement.

Each party to this AGREEMENT hereby declares and represents to each other party to this AGREEMENT that no promise or agreement not herein expressed has been made to the other; that this AGREEMENT contains the entire agreement between FIRST PARTY and SECOND PARTY and that the terms of the AGREEMENT are contractual and not a mere recital; and that this AGREEMENT may only be modified by a subsequent written agreement executed by all parties.

FIRST PARTY and SECOND PARTY hereby declare to one another that they have carefully read the foregoing AGREEMENT, that the contents have been explained to them by

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their respective attorneys, that they understand the contents thereof, and that they have signed this AGREEMENT voluntarily and of their own free will.

Whenever and wherever the context of this AGREEMENT requires, any references to the singular shall read, construed, and interpreted to mean the plural and vice-versa; any reference to the masculine gender shall be read, construed, and interpreted to mean the feminine gender and vice-versa; any reference to the natural gender shall be read, construed, and interpreted to mean the masculine or feminine gender, whichever is applicable.

IN WITNESS HEREOF:

FIRST PARTY -
ELENA ESCOVAR

Elena Escovar
Elena Escovar, Plaintiff

7/09/2012
Date

Witness

Witness

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Raquel Fas Bravo
Raquel Fas Bravo
Attorney for Plaintiff

7/9/12
Date

SECOND PARTY - PALM BEACH COUNTY, PALM BEACH COUNTY HOUSING
AND COMMUNITY DEVELOPMENT DEPARTMENT, PALM BEACH COUNTY
ADMINISTRATION, AND THE BOARD OF PALM BEACH COUNTY
COMMISSIONERS

By: Shelley Vana, Chair
Board of County Commissioners

Date

Witness

Witness

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Gene



Andrew M. Pelino
Assistant County Attorney,
Palm Beach County, Florida

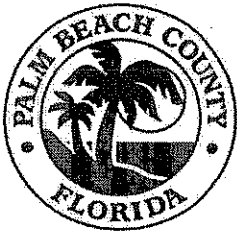
7/9/12
Date

**APPROVED AS TO TERMS
AND CONDITIONS**

Shannon LaRocque
Assistant County Administrator

Date

Edme



Department of Economic
Sustainability

Fiscal

100 Australian Avenue – Suite #500
West Palm Beach, FL 33406
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www.pbcb.gov.com/pubinf/hcd

■
**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Chair

Steven L. Abrams, Vice Chairman

Karen T. Marcus

Paulette Burdick

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

■
County Administrator

Robert Weisman

Director

Edward W. Lowery

E-mail: elowery@pbcb.gov

"An Equal Opportunity
Affirmative Action Employer"

MEMORANDUM

DATE: July 5, 2012
TO: Jeremy Baker
Financial Analyst II, OFMB
FROM: Sherry Howard
Deputy Director
SUBJECT: Budget Availability Statement
July 10, 2012 – Agenda Item 3D-3

This represents our Budget Availability Statement (BAS) for the referenced project as follows:

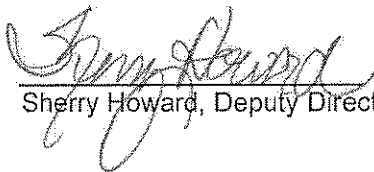
PROJECT: Settlement Agreement in Elena Escovar v. Palm Beach County
July 10, 2012 Agenda Item 3D-3

AMOUNT: \$75,000

ADVANTAGE ACCOUNT NUMBER: 1101-143-1431-4905-BG11/GY11

If you require any further information on the above, please contact me at 233-3653.

Authorized Signature:


Sherry Howard, Deputy Director

cc: Edward Lowery, Director, DES
Shairrette Major, Fiscal Manager I, DES