

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$75,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$75,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund 5010 Department 700 Unit 7130 Object 4511
 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:

<p><i>Susan Neary</i> 2/11/15 _____ OFMB</p>	<p><i>Dr. J. Jacobson</i> 2/12/15 _____ Contract Development and Control 2-12-15 B.W. Keck</p>
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B. Legal Sufficiency:
Helene Corbin

 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of January, 2015, by and between PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, d/b/a PALM TRAN, (hereinafter the COUNTY), and LISA HARDY.

WHEREAS, LISA HARDY sued the COUNTY in a lawsuit presently styled Lisa Hardy v. Palm Beach County Board of County Commissioners, d/b/a Palm Tran, Case No. 502014CA001772XXXXMB-AH, in the Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from an incident that occurred on August 12, 2013, at or near the Boynton Beach Mall approaching Old Boynton Beach Road, Boynton Beach, in Palm Beach County, Florida;

WHEREAS, the COUNTY has denied liability and raised several affirmative defenses in the Pending Lawsuit; and

WHEREAS, LISA HARDY and the COUNTY have agreed to settle the Pending Lawsuit, as well as any and all other claims LISA HARDY has against the COUNTY arising out of, relating or pertaining to the Pending Lawsuit, or which could have, and should have, been raised in the Pending Lawsuit;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. This AGREEMENT is subject to the review and approval of the Palm Beach County Board of County Commissioners.
3. Within a reasonable time, LISA HARDY shall execute and deliver to the Palm Beach County Attorney's Office a Release of Claims, attached hereto as Exhibit A, and a Stipulation and Final Order of Dismissal with Prejudice, attached hereto as Exhibit B.
4. Within a reasonable time of full execution of the AGREEMENT, the Release of All Claims, and the Stipulation and Final Order of Dismissal with Prejudice, and subject to the review and approval of the Palm Beach County Board of County Commissioners, the COUNTY shall pay to LISA HARDY the amount of Seventy Five Thousand Dollars (**\$75,000.00**), by a check made payable to LISA HARDY and STEINGER, ISCOE & GREENE, P.A., TRUST ACCOUNT.
5. STEINGER, ISCOE & GREENE, P.A. shall not disburse, and Lisa Hardy shall not accept, any proceeds from the settlement check described in paragraph 3 unless and until the Release of All Claims has been delivered to the COUNTY and the Final Order of Dismissal with Prejudice has been filed and served in accordance with paragraph 3 above.

6. LISA HARDY acknowledges and agrees that she is responsible for the payment of any medical bills and any liens against this settlement and that the COUNTY shall not be responsible for any portion of said medical bills and liens. LISA HARDY, on behalf of herself and her officers, agents, employees, heirs, executors, administrators and assigns, further agree to indemnify, defend, and hold the COUNTY, its officers, agents, elected officials, employees, their heirs, executors, administrators and assigns, harmless from and against all suits, actions, proceedings, claims, demands, and damages, including attorneys fees, arising out of or related to such medical bills, liens or claims of lien.

7. Each party shall bear its respective attorneys fees and costs.

8. This Settlement Agreement does not constitute an admission of liability by any party.

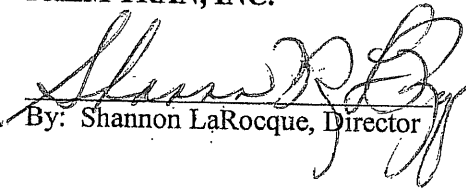
9. In any litigation brought to enforce the terms or remedy a violation of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in addition to any other recovery.

10. LISA HARDY and the COUNTY hereby declare and represent to each other that LISA HARDY and the COUNTY 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.

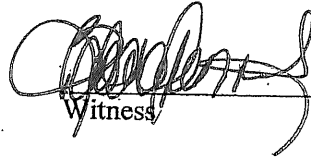
11. LISA HARDY does hereby demise, acquit, satisfy and forever discharge the COUNTY'S respective agents, employees, affiliates, members, heirs, legal representatives and assigns, jointly and severally, of and from all action and actions, cause and causes of action, suits, debts, dues, sums of money, 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 LISA HARDY ever had, now has, or which any personal representative, successor, heir or assign of LISA HARDY had, hereafter can, shall or may have, against the COUNTY for any and all manner of actions, claims, cause or causes of action or damages arising out of, relating or pertaining to the Pending Lawsuit, or which should have or could have been raised or asserted in the Pending Lawsuit.

12. This Settlement Agreement shall be binding on the parties hereto, her assigns, transferees, heirs, and other successors in interest.

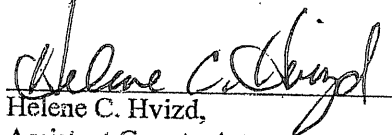
PALM TRAN, INC.


By: Shannon LaRocque, Director

2/10/15
Date


Witness

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


Helene C. Hvizd,
Assistant County Attorney,
Palm Beach County, Florida

2-2-15
Date

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, **LISA HARDY**, (the Releasor) being of lawful age, for the sole consideration of **SEVENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$75,000.00)**, to the Undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby and for her executors, administrators, successors and assigns, release, acquit and forever discharge **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a PALM TRAN**, (the Releasee), and its officers, agents, employees, heirs, executors, administrators, successors and assigns, none of whom admit any liability to the Undersigned, but all of whom expressly deny any such liability, from any and all claims, demands, rights, damages, costs, loss of service, expenses, compensation, actions, causes of action or suits of any kind or nature whatsoever, which the Undersigned may now have or which may hereafter accrue or develop, particularly on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, and property damages, and any and all consequences thereof, resulting or to result from an alleged event or incident which occurred on or about August 12, 2013, in Palm Beach County, Florida, which is the subject of Lisa Hardy v. Palm Beach County Board of County Commissioners d/b/a Palm Tran, Case No. 502014CA001772XXXXMB AH, in the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County, Florida.

FURTHERMORE, the Undersigned agrees that each party shall bear its own costs and attorney's fees, and the Undersigned shall bear sole responsibility for any and all hospital, physician, diagnostic, rehabilitation, training, maintenance, medical or pharmaceutical expenses, bills, statements, liens or subrogable interests, of any nature whatsoever, which are or may be outstanding and payable on the date of execution of this agreement, including but not limited to all liens which may be incurred and payable in the future. The Undersigned further agrees to indemnify and save harmless the Releasee from any requests for payment or attempts for collection therefrom. Should legal action be instituted against the Releasee for payment or collection of the aforementioned expenses, the Undersigned agrees to indemnify and save harmless the Releasee for any attorney's fees, costs and/or judgments, which may be entered against the Releasee.

FURTHERMORE, the Undersigned understands and agrees that this settlement is the compromise of a doubtful and disputed claim, and that the payment made shall not be construed as an admission of liability on the part of the Releasee, and that the Releasee denies any liability and merely intends to avoid further litigation and buy its peace.

FURTHERMORE, the Undersigned hereby declares and represents that any injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release the Undersigned understands and agrees that the Undersigned relies wholly upon the Undersigned's own judgment, belief, and knowledge of the nature, extent, effect, and duration of any injuries and liability therefore, without reliance upon any statement or representation by the Releasee, or by his representatives or by any physician or surgeon employed by her. The Undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not merely a recital.

FURTHERMORE, the Undersigned states that while she hereby releases any and all claims against the Releasee and its officers, agents, employees, heirs, executors, administrators, successors and assigns, for both past and future losses, including medical expenses, health care expenses, and

related expenses, the necessity for future medical treatment and expenses incurred is speculative and unknown at this time and therefore, as a result, the Undersigned reserves the right to pursue and recover all future medical expenses, health care expenses, and related expenses, from any person, firm, or organization who may be responsible for payment of such expenses, including any first-party health or automobile insurance coverage, but such reservation specifically does not include the Releasee.

FURTHERMORE, notwithstanding the language contained in this Release, this Release shall not be construed as releasing any medical providers for potential claims which may arise based upon treatment and care rendered as a result of the accident which is the subject of this Release. Moreover, this Release shall not be construed as releasing any health insurance carrier or other insurer from medical and lost wage benefits to which the Releasor is entitled.

FURTHERMORE, the undersigned Plaintiff, LISA HARDY, being of lawful age, agrees to hold harmless and indemnify the Defendant, Palm Beach County, for any pre-settlement Medicare conditional payments and/or reimbursements demanded or required by the Medicare Secondary Payer Recovery Contractor (MSPRC), CMS, collection agencies, or any other governmental entity, currently known, discovered, or demanded in the future.

THE UNDERSIGNED hereby declares that the Undersigned has completely read, fully understood, and voluntarily accepted the foregoing Release of All Claims for the purpose of making a full and final compromise settlement and adjustment of any and all claims disputed or otherwise on account of the injuries and damages set forth above, and for the express purpose of precluding forever any further or additional claims against the Releasee arising out of the aforementioned incident.

STATEMENT OF ATTORNEY FOR RELEASOR

I, DAVID S. MITCHELL, ESQ., of the Law Office of STEINGER, ISCOE & GREENE, P.A., state that I am the attorney for LISA HARDY, the above-signed Releasor, that I have explained to LISA HARDY all the terms of this Release and the Settlement Agreement upon which it is based and that she has represented to me that she understands all those terms and their significance. LISA HARDY has signed this Release knowingly, voluntarily, and on my advice.

Dated 1/23/15



DAVID S. MITCHELL, ESQ.
STEINGER, ISCOE & GREENE, P.A.
Attorney for Plaintiff, LISA HARDY
Florida Bar No. 75935

THE UNDERSIGNED hereby accepts the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS WHEREOF, I, LISA HARDY, have hereunto set my hand and seal this 23rd day of January, 2015.

IN THE PRESENCE OF:

Nida Mohammed
WITNESS

PLAINTIFF:

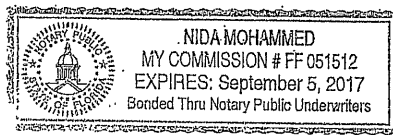
Lisa Hardy
LISA HARDY

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, this 23rd day of January, 2015, by LISA HARDY, who [] is personally known to me; OR [x] has produced FL DL as identification; and who freely and voluntarily executed the within Release of All Claims for the purposes therein recited.

[seal]

Nida Mohammed



Notary Public
My Commission Expires:

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CA001772XXXXMB AH

LISA HARDY,
Plaintiff,

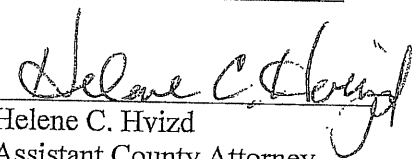
vs.

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS,
d/b/a PALM TRAN,
Defendant.

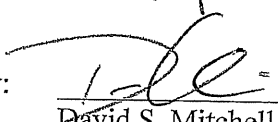
STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, LISA HARDY, with her attorney, joined by the Defendant, PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a PALM TRAN, by and through its attorney, and show to this Court that all matters in controversy have been compromised and settled to the satisfaction of the parties. It is agreed that the action of the Plaintiff, LISA HARDY, against the Defendant, PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a PALM TRAN, be dismissed with prejudice, each party to bear its own costs and attorney's fees. The Plaintiff shall hold the Defendant harmless from all subrogation claims and other liens that are or may be claimed by any party as a result of the matters giving rise to the Plaintiff's claim against Defendant.

Dated: 2-5-15

By: 
Helene C. Hvizd
Assistant County Attorney
Fl. Bar No.: 868442
Counsel for Defendant
300 N. Dixie Hwy., Ste. 359
West Palm Beach, FL 33401
hvizd@pbcgov.org

Dated: 2/2/15

By: 
David S. Mitchell, Esq.
Steinger, Iscoe & Greene, P.A.
Fl. Bar No.: 75935
Counsel for Plaintiff
507 NW Lake Whitney Place
Port St. Lucie, FL 34986
dmitchell@injurylawyers.com

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502014CA001772XXXXMBA AH

LISA HARDY,
Plaintiff,

vs.

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS,
d/b/a PALM TRAN,
Defendant.

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE having come before the Court upon the foregoing Stipulation, and the Court being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED that the above-styled cause is hereby Dismissed with Prejudice. Each party shall bear its own costs and attorney's fees, and the Plaintiff, LISA HARDY, shall hold the Defendant, PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a PALM TRAN, harmless from all subrogation and other liens that are or may be claimed by any party as a result of the matters giving rise to Plaintiff's claims against Defendant. This Court retains jurisdiction to enforce the Parties' Settlement Agreement.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, this _____ day of _____, 2015.

LISA SMALL
Circuit Court Judge

Copies Furnished:

Helene C. Hvizd, Assistant County Attorney 300 N. Dixie Hwy., West Palm Beach, FL 33401
(via interoffice mail) hhvzd@pbcgov.org; dfishel@pbcgov.org

David S. Mitchell, Esq., Steinger, Iscoe & Greene, P.A., 507 NW Lake Whitney Place, Port St. Lucie, FL 34986, dmitchell@injurylawyers.com, nbrowne@injurylawyers.com,

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 2/9/15 REQUESTED BY: County Attorney

REQUESTED FOR: Lisa Hardy v. Palm Beach County, Case No. 502014CA001772XXXXMB AH

REQUESTED AMOUNT: \$75,000 AGENDA DATE: March 10, 2015

BUDGET ACCOUNT NUMBER:

FUND: 5010 DEPT: 700 UNIT: 7130 OBJ: 4511

BAS APPROVED BY:  DATE: 2/9/2015