

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	\$70,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$70,000				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in Current Budget? Yes X No

Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund 5010 Agency 700 Organization 7130 Object 4511

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

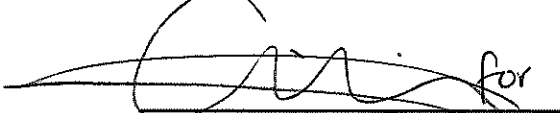
C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

 8/22/23
 OFMB JH 8/22/23 (B) 8/23 Contract Dev. & Control
 (PA) 08/22/23 Tmf 8/30/23  8/30/23

B. Legal Sufficiency

 for M.R.S.
 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 __ day of _____ 2023, by and between PALM BEACH COUNTY (hereinafter referred to as the “COUNTY”), a political subdivision of the State of Florida, and ELLIOT GREENFIELD (hereinafter referred to as “GREENFIELD”).

WHEREAS, GREENFIELD sued the COUNTY in a lawsuit presently styled ELLIOT GREENFIELD v. Palm Beach County, Case No. 502022CA004960XXXXMB AF in the Circuit Court of Palm Beach County, Florida (hereinafter referred to as “Pending Lawsuit”), for damages arising from an incident that occurred on or about February 8, 2021, at or near Via De Sonrisa Del Norte intersection with sidewalk adjacent to Canary Palm Drive in unincorporated Palm Beach County, Florida (hereinafter referred to as “Accident”);

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

WHEREAS, the parties hereto wish to amicably resolve the Pending Lawsuit without further litigation of the claims made and defenses raised therein.

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. Within thirty (30) days after the COUNTY receives a fully executed original of this Settlement Agreement, and subject to final administrative approval, the COUNTY shall pay to GREENFIELD the amount of **SEVENTY THOUSAND AND XX/100 DOLLARS (\$70,000.00)**, by a check made payable to Searcy Denney Trust Account - Tax ID 59-1720203.
3. Within ten (10) days of receipt of the COUNTY’S payment, Boris L. Zhadanovskiy, Esq. and GREENFIELD shall execute and deliver to the Palm Beach County Attorney’s Office (i) a Release of All Claims in the form of the attached hereto as Exhibit A, and (ii) the Stipulation and Final Order of Dismissal with Prejudice, in the form of the attached hereto as Exhibit B, which, in turn, the Palm Beach County Attorney’s Office will file with the Court.
4. Boris L. Zhadanovskiy, Esq. shall not disburse, and GREENFIELD shall not accept, any proceeds from the settlement check described in Paragraph 2 above unless and until the Release of All Claims has been delivered to the COUNTY and the Stipulation for Final Order of Dismissal with Prejudice has been filed with the Court in the pending lawsuit.
5. GREENFIELD acknowledges and agrees that he is responsible for the payment of any and all medical bills and liens concerning, pertaining, or relating to the accident and pending lawsuit that the COUNTY shall not be responsible for any portion of said liens. GREENFIELD, on behalf of himself and his officers, agents, employees, heirs, executors, administrators and

assigns, further agrees to indemnify, defend, and hold the COUNTY and its officers, commissioners, agents, elected officials, employees, heirs, executors, administrators and assigns, harmless from and against all suits, actions, proceedings, claims, demands, and damages, including attorney's fees, arising out of or related to such liens or claims of lien.

6. Each party shall bear its respective attorney's fees and costs.

7. This Settlement Agreement does not constitute an admission of liability by any party. Rather, the COUNTY expressly denies liability, and has entered into this Settlement Agreement in order to buy its peace.

8. 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.

9. GREENFIELD declares and acknowledges that the terms of this Settlement Agreement have been completely read, fully understood, discussed with counsel, and voluntarily accepted as a full and final compromise of any and all claims that he may have against the COUNTY arising out of or relating to the Accident and Pending Lawsuit.


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

11. The parties represent that no claim that has been, or could have been, raised in the Pending Lawsuit, and no claim to which this Settlement Agreement applies, has been assigned or otherwise transferred to any other person or entity not a party hereto.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed as of the date first set forth above.



ELLIOT GREENFIELD
Plaintiff



Adam Faustini, Director
Road and Bridge for Palm Beach
County

ATTEST:
JOSEPH ABRUZZO, Clerk and Comptroller

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

Assistant County Attorney

PALM BEACH COUNTY,
a Political Subdivision of the State of Florida

By: _____
Mayor, Board of County Commissioners



RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ELLIOT GREENFIELD, being of lawful age, for the sole consideration of **SEVENTY THOUSAND DOLLARS (\$70,000.00)** in Case No. **502022CA004960XXXXMB AF** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby and for his executors, administrators, successors and assigns, release, acquit and forever discharge **PALM BEACH COUNTY** (hereinafter "COUNTY"), and their officers, agents, employees, heirs, executors, administrators, successors and assigns (together "Releasees"), 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, 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, relating to or resulting from an alleged incident that occurred on or about February 8, 2021, at or near Via De Sonrisa Del Norte intersection with sidewalk adjacent to Canary Palm Drive in unincorporated Palm Beach County, Florida.

FURTHERMORE, the undersigned agrees that each party shall bear their own costs and attorney's fees, and the undersigned shall bear sole responsibility for any and all property damage, hospital, physician, diagnostic, rehabilitation, training, maintenance, medical or pharmaceutical expenses, bills, statements, liens or subrogated interests, of any nature whatsoever, which are or may be outstanding and payable on the date of execution of this release, or which may be incurred

and payable in the future. The undersigned further agrees to indemnify and save harmless the Releasees from any requests for payment or attempts for collection therefrom. Should legal action be instituted against the Releasees for payment or collection of the aforementioned expenses, the undersigned agrees to indemnify and save harmless the Releasees for any attorney's fees, costs and/or judgments which may be entered against the Releasees with respect to the collection of the medical bills.

FURTHERMORE, the undersigned Plaintiff, ELLIOT GREENFIELD, agrees to hold harmless and indemnify the Defendant 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. GREENFIELD represents that there are no outstanding Medicare conditional payments and/or reimbursements demanded. Plaintiff ELLIOTT GREENFIELD represents that during the pendency of the aforementioned litigation he has not received any governmental benefits arising out of the incident described herein, for which a subrogation interest may have arose. This representation is a material condition of the Release of all Claims.

FURTHERMORE, the undersigned understands and agrees that this settlement is the compromise of a disputed claim, and that the payment made shall not be construed as an admission of liability on the part of the Releasees, and that the Releasees deny any liability therefore and merely intend to avoid further litigation and buy their peace.

FURTHERMORE, the undersigned hereby declares and represents that any injuries sustained 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 relied 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 Releasees, or by their representatives or by any physician or surgeon employed by them.

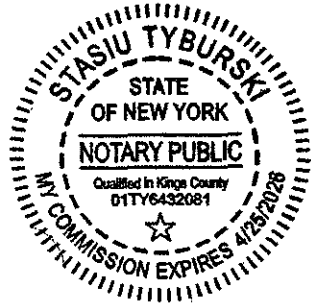
FURTHERMORE, the undersigned states that while he hereby releases any and all claims against the Releasees, and their officers, agents, employees, heirs, executors, administrators, successors and assigns, for both past and future losses, including medical expenses, health care expenses and related expenses, 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, property or automobile insurance coverage, but such reservation specifically does not include the Releasees.

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 incident 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.

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,

and who executed the within Release of All Claims, and who acknowledged the within Release of All Claims to be freely and voluntarily executed for the purposes therein recited.

[seal]



Stasiu Tyburski
Stasiu Tyburski
Notary Public in and for
NY County, NY
My commission expires: 4/25/26

STATEMENT OF ATTORNEY FOR RELEASOR

I, **Boris L. Zhadanovskiy, Esq.** state that I am the attorney for Plaintiff, **ELLIOT GREENFIELD**, (hereinafter, "Plaintiff"), the above-signed Releasor; that I have explained to Plaintiff all the terms of this Release and the Settlement Agreement upon which it is based and that Plaintiff has represented to me that he understands all the terms and their significance. Plaintiff has signed this Release knowingly, voluntarily and on my advice.

DATED this 25 day of August 2023.

Boris L. Zhadanovskiy, Esquire
Florida Bar No.: 1002923
Counsel for Plaintiff
2139 Palm Beach Lakes Boulevard
West Palm Beach, FL 33409



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

CASE NO. 502022CA004960XXXXMB AF

ELLIOT GREENFIELD,

Plaintiff,

v.

PALM BEACH COUNTY,

Defendant.

STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, ELLIOT GREENFIELD, through his attorney, joined by the Defendant, PALM BEACH COUNTY, through its attorney, and show unto the 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 against Defendant, PALM BEACH COUNTY, be dismissed with prejudice, each party to bear its own costs and attorney's fees. The Court retains jurisdiction to enforce the terms of the settlement.

Dated: _____

Dated: _____

By: /s/ _____
Marianna Sarkisyan, Esquire
Florida Bar No.: 57059
Assistant County Attorney
Counsel for Defendant
300 N. Dixie Highway, Third Floor
West Palm Beach, Florida 33401

By: /s/ _____
Boris L. Zhadanovsky, Esquire
Florida Bar No.: 375322
Counsel for Plaintiff
Searcy Denney, et. al.,
2139 Palm Beach Lakes Blvd.
West Palm Beach, Florida 33409

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

CASE NO. 502022CA004960XXXXMB AF

ELLIOT GREENFIELD,

Plaintiff,

v.

PALM BEACH COUNTY,

Defendant.

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE having come before the Court upon the foregoing Stipulation for Final Order of Dismissal with Prejudice, 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. The Court retains jurisdiction to enforce the terms of the settlement.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida, this _____ day of _____ 2023.

CAROLYN BELL
Circuit Court Judge

Copies Furnished To:

Marianna Sarkisyan, Esquire, 300 N. Dixie Highway, 3rd Floor, West Palm Beach, Florida 33401, Msarkisyan@pbcgov.org; Lrowan@pbcgov.org; Swebber@pbcgov.org
Zhadanovsky, Esquire of Searcy Denney, et. al., 2139 Palm Beach Lakes Blvd., West Palm Beach, FL 33409 at zhadanovskiyteam@searcylaw.com and APF@SearcyLaw.com

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ELLIOT GREENFIELD, being of lawful age, for the sole consideration of **SEVENTY THOUSAND AND XX/100 DOLLARS (\$70,000.00) in Case No. 502022CA004960XXXXMB AF** 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** (hereinafter "COUNTY"), and their officers, agents, employees, heirs, executors, administrators, successors and assigns (together "Releasees"), 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, 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, relating to or resulting from an alleged incident that occurred on or about February 8, 2021, at or near Via De Sonrisa Del Norte intersection with sidewalk adjacent to Canary Palm Drive in unincorporated Palm Beach County, Florida.

FURTHERMORE, the undersigned agrees that each party shall bear their own costs and attorney's fees, and the undersigned shall bear sole responsibility for any and all property damage, 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 release, or which may be incurred

and payable in the future. The undersigned further agrees to indemnify and save harmless the Releasees from any requests for payment or attempts for collection therefrom. Should legal action be instituted against the Releasees for payment or collection of the aforementioned expenses, the undersigned agrees to indemnify and save harmless the Releasees for any attorney's fees, costs and/or judgments which may be entered against the Releasees with respect to the collection of the medical bills.

FURTHERMORE, the undersigned Plaintiff, ELLIOT GREENFIELD, agrees to hold harmless and indemnify the Defendant 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.

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 Releasees, and that the Releasees deny any liability therefore and merely intend to avoid further litigation and buy their peace.

FURTHERMORE, the undersigned hereby declares and represents that any injuries sustained 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 relied 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 Releasees, or by their representatives or by any physician or surgeon employed by them.

FURTHERMORE, the undersigned states that while she hereby releases any and all claims against the Releasees, and their 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 Releasees.

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 incident 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.

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 Releasees arising out of the aforementioned incident.

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

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 Releasees arising out of the aforementioned incident.

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

IN WITNESS WHEREOF, I, ELLIOT GREENFIELD, have hereunto set my hand and seal
this 21 day of August 2023.

IN THE PRESENCE OF:

Max Ramirez
WITNESS SIGNATURE

Elliot Greenfield
ELLIOT GREENFIELD

Max Ramirez
(PRINT WITNESS' NAME)

STATE OF New York)
COUNTY OF New York) ss.

The foregoing two-page Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 24 day of August 2023, by Elliot Greenfield in person / or virtually (circle on) who:

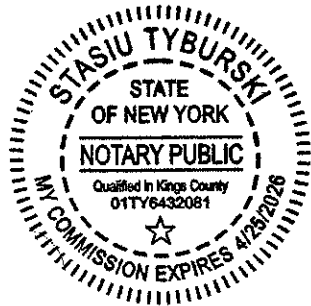
is personally known to me; OR
 has produced WYS DL, as identification;

and who

did take an oath; OR
 did not take an oath.

and who executed the within Release of All Claims, and who acknowledged the within Release of All Claims to be freely and voluntarily executed for the purposes therein recited.

[seal]



Stasiu Tyburski
Stasiu Tyburski
Notary Public in and for
NY County, NY
My commission expires: 4/25/26

STATEMENT OF ATTORNEY FOR RELEASOR

I, **Boris L. Zhadanovskiy, Esq.** state that I am the attorney for Plaintiff, **ELLIOT GREENFIELD**, (hereinafter, "Plaintiff"), the above-signed Releasor; that I have explained to Plaintiff all the terms of this Release and the Settlement Agreement upon which it is based and that Plaintiff has represented to me that he understands all the terms and their significance. Plaintiff has signed this Release knowingly, voluntarily and on my advice.

DATED this 25 day of August 2023.

Boris L. Zhadanovskiy, Esquire
Florida Bar No.: 1002923
Counsel for Plaintiff
2139 Palm Beach Lakes Boulevard
West Palm Beach, FL 33409

ATTACHMENT 3

**BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT**

REQUEST DATE: 8/16/2023

REQUESTED BY: County Attorney

REQUESTED FOR: Elliot Greenfield v. Palm Beach County Board of County Commissioners

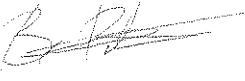
REQUESTED AMOUNT: \$70,000

AGENDA DATE: September 12, 2023

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: _____


Brian Palacios, Fiscal Manager

DATE: 8/16/2023