

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$120,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$120,000				
#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
 Does this item include the use of state 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:

<p><u>ASD</u> 12/20/23 OFMB CBS 12/20/23 AMF 12/20</p>	<p><u>Henry M. Amiri</u> 1/2/24 Contract Dev. & Control TMB 12/20/23</p>
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B. Legal Sufficiency

[Signature]
 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 9 day of Dec 2023, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and AMBER MCMILLIAN ("MCMILLIAN") (collectively referred to as the "Parties").

WHEREAS, MCMILLIAN sued the COUNTY in a lawsuit presently styled AMBER MCMILLIAN v. PALM BEACH COUNTY, Case No. 502018CA009991XXXXMBAG 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 November 11, 2016, at or near N.E. First Street and Railroad Avenue in Delray Beach, Florida (the "Incident").

WHEREAS, the COUNTY has denied liability and raised several affirmative defenses to the Incident 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 twenty days ("20") after the COUNTY receives a fully executed original of this Settlement Agreement, and subject to final Palm Beach County Board of County Commissioner approval, the COUNTY shall pay to MCMILLIAN the amount of **ONE HUNDRED TWENTY THOUSAND AND XX/100 DOLLARS (\$120,000.00)**, by a check made payable to Layne Verebay PA Trust Account, Tax ID 65-0880351.
3. Within ten (10) days of receipt of the COUNTY'S payment, Layne Verebay, Esquire; Leslie Glenn, Esquire and MCMILLIAN 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. Layne Verebay, Esquire or Leslie Glenn, Esquire shall not disburse, and MCMILLIAN 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. MCMILLIAN acknowledges and agrees that she is responsible for the payment of any and all medical bills and liens concerning, pertaining, or relating to the Incident and Pending Lawsuit and that the COUNTY shall not be responsible for any portion of said liens. MCMILLIAN, on behalf of herself and her 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.

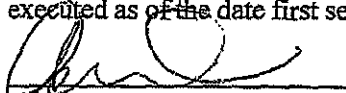
8. In any litigation brought to enforce the terms or remedy a violation of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in addition to any other recovery.


9. MCMILLIAN 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 she may have against the COUNTY arising out of or relating to the Incident and Pending Lawsuit.

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

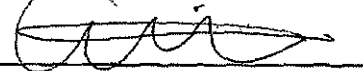
11. The Parties represent that no claim that has been, or could have been, raised in the Pending Lawsuit, and no claim to which this Settlement Agreement applies, has been assigned or otherwise transferred to any other person or entity not a party hereto.

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


AMBER MCMILLIAN
Plaintiff


TODD J. BONLARRON
Palm Tran

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

ATTEST:
JOSEPH ABRUZZO, Clerk and Comptroller

By: _____

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, AMBER MCMILLIAN, being of lawful age, for the sole consideration of **ONE HUNDRED TWENTY THOUSAND AND XX/100 DOLLARS (\$120,000.00 in Case No. 502018CA009991XXXXMBAG** 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** (the "COUNTY"), and its officers, agents, employees, heirs, executors, administrators, board members, 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, whether known or unknown, 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 November 11, 2016, at or near N.E. First Street and Railroad Avenue in Delray Beach, 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, AMBER MCMILLIAN, agrees to hold harmless and indemnify the Releasees 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 and merely intend to avoid further litigation and buy their peace.

FURTHERMORE, the undersigned hereby declares and represents that any injuries sustained by AMBER MCMILLIAN may have been permanent and progressive and that recovery therefrom was 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 thereof, 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 she hereby releases any and all claims against the Releasees, and their officers, agents, employees, heirs, executors, administrators, board

members, successors and assigns, for both past and future losses, including medical expenses, health care expenses and related expenses. As a result, though future medical expenses cannot be incurred, the undersigned reserves the right to pursue and recover any 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 AMBER MCMILLIAN 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.

IN WITNESS WHEREOF, I, AMBER MCMILLIAN, have hereunto set my hand and seal
this 2 day of December 2023.

IN THE PRESENCE OF:

[Signature]
WITNESS SIGNATURE

[Signature]
AMBER MCMILLIAN

Layne Verebay
(PRINT WITNESS' NAME)

STATE OF FL)
COUNTY OF Broward) ss.

The foregoing ⁴~~two~~-page Release of All Claims was acknowledged before me, an officer
duly authorized in the State and County aforesaid, to take acknowledgments, this 2 day of
December 2023, by Amber McMillian in person / or
virtually (circle on) who:

is personally known to me; OR
 has produced _____, 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]

[Signature]



Layne Verebay
Notary Public
State of Florida
Comm# HH131666
Expires 6/22/2025

Notary Public in and for
_____ County, _____

My commission expires: _____

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

CASE NO. 502018CA009991XXXXMB AG

AMBER MCMILLIAN,
Plaintiff,

v.

PALM BEACH COUNTY, a political
subdivision of the State of Florida,
Defendant.

STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff, AMBER MCMILLIAN, through her attorney, joined by 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 until all settlement proceeds are disbursed and to enforce the terms of the settlement.

Dated: _____

Dated: _____

By: _____

Anaili M. Cure, Esquire
Assistant County Attorney
Florida Bar No.: 119558
Counsel for Defendant
300 N. Dixie Hwy., Suite 359
West Palm Beach, FL 33401
ACure@pbegov.org
ARodrigu@pbegov.org,
SWebber@pbegov.org

By: _____

Layne Verebay, Esquire
Counsel for Plaintiff
Florida Bar No.: 442526
Layne Verebay, P.A.
7800 W. Oakland Park Blvd., B-104
Sunrise, FL 33351
L.Verebay@aol.com
JackieColter@atl.net

Dated: _____

By: _____

Leslie D. Glenn, Esquire
Co-Counsel for Plaintiff
Florida Bar No.: 0957658
Leslie Duberstein Glenn, P.A.
370 Camino Gardens Blvd., Suite 300
Boca Raton, FL 33432-5817
courtfilings@ldgpa.com

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

CASE NO. 502018CA009991XXXXMB AG

AMBER MCMILLIAN,
Plaintiff,

v.

PALM BEACH COUNTY, a political
subdivision of the State of Florida,
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 until all settlement proceeds are disbursed and to enforce the terms of the settlement.

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

LUIS DELGADO
Circuit Judge

Copies furnished to:

Anaili M. Cure, Esquire, Palm Beach County Attorney's Office, 300 N. Dixie Highway, Suite 359, West Palm Beach, Florida 33401, at ACure@pbcgov.org; ARodrigu@pbcgov.org; SWebber@pbcgov.org

Layne Verebay, Esquire, 7800 W. Oakland Park Blvd., B-104, Sunrise, Florida, 33351, Lverebay@aol.com and Jackiecotter@att.net, and Co-Counsel, **Leslie D. Glenn, Esquire**, 370 W. Camino Gardens Blvd., Suite 300, Boca Raton, FL 33432, courtfilings@ldgpa.com

RELEASE OF ALL CLAIMS**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, AMBER MCMILLIAN, being of lawful age, for the sole consideration of **ONE HUNDRED TWENTY THOUSAND AND XX/100 DOLLARS (\$120,000.00 in Case No. 502018CA009991XXXXMBAG** 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** (the "COUNTY"), and its officers, agents, employees, heirs, executors, administrators, board members, 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, whether known or unknown, 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 November 11, 2016, at or near N.E. First Street and Railroad Avenue in Delray Beach, 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, AMBER MCMILLIAN, agrees to hold harmless and indemnify the Releasees 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 and merely intend to avoid further litigation and buy their peace.

FURTHERMORE, the undersigned hereby declares and represents that any injuries sustained by AMBER MCMILLIAN may have been permanent and progressive and that recovery therefrom was 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 thereof, 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 she hereby releases any and all claims against the Releasees, and their officers, agents, employees, heirs, executors, administrators, board

members, successors and assigns, for both past and future losses, including medical expenses, health care expenses and related expenses. As a result, though future medical expenses cannot be incurred, the undersigned reserves the right to pursue and recover any 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 AMBER MCMILLIAN 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.

IN WITNESS WHEREOF, I, AMBER MCMILLIAN, have hereunto set my hand and seal
this 2 day of December 2023.

IN THE PRESENCE OF:

[Signature]
WITNESS SIGNATURE

[Signature]
AMBER MCMILLIAN

Layne Verebay
(PRINT WITNESS' NAME)

STATE OF FL)
COUNTY OF Broward) ss.

The foregoing ⁴~~two~~-page Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 2 day of December 2023, by Amber McMillian (in person) or virtually (circle on) who:

is personally known to me; OR
 has produced _____, 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]



Layne Verebay
Notary Public
State of Florida
Comm# HH131666
Expires 6/22/2025

[Signature]

Notary Public in and for
_____ County, _____

My commission expires: _____

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 12/7/2023

REQUESTED BY: County Attorney


REQUESTED FOR: Amber McMillian v. Palm Beach County, Case No. 502018CA009991XXXXMB AG

REQUESTED AMOUNT: \$120,000

AGENDA DATE: January 23, 2024

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: 
Brian Palacios, Finance Director

DATE: 12/7/2023