

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2024 | 2025 | 2026 | 2027 |
|------------------------|-----------|------|------|------|
| Capital Expenditures | | | | |
| Operating Costs | \$190,000 | | | |
| External Revenues | | | | |
| Program Income(County) | | | | |
| In-Kind Match(County) | | | | |
| NET FISCAL IMPACT | \$190,000 | | | |
| #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
 Is this Item using 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:

[Signature]
 OFMB 9A 2/19 032/19
 DA 2/12

[Signature]
 Contract Dev. & Control
 Feb 2/12/24

B. Legal Sufficiency
[Signature]
 Chief 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 5th day of March, 2024 by and between PALM BEACH COUNTY (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Florida, and BRANDON JOHNSON (hereinafter referred to as "JOHNSON").

WHEREAS, JOHNSON sued the COUNTY in a lawsuit presently styled Brandon Johnson v. Palm Beach County, et al., Case No. 502020CA013409XXXXMB in the Circuit Court of Palm Beach County, Florida (hereinafter referred to as the "Pending Lawsuit"), for damages arising from an automobile accident that occurred on or about June 4, 2020 with a Fire Rescue vehicle at 405 Pike Road, in Palm Beach County, Florida (hereinafter referred to as "the 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; and

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 approval by the Board of County Commissioners, the COUNTY shall pay to JOHNSON the amount of ONE HUNDRED AND NINETY THOUSAND DOLLARS AND ZERO CENTS (\$190,000.00), by a check made payable to "Searcy Denney Trust Account", Tax I.D. No. 59-1720203
3. Within ten (10) days of receipt of the COUNTY'S payment, Matthew Schwencke, Esq., 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. Matthew Schwencke, Esq. shall not disburse, and JOHNSON 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 Final Order of Dismissal with Prejudice has been signed by the Circuit Court Judge assigned to the Pending Lawsuit.
5. JOHNSON acknowledges and agree that they are responsible for the resolution 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.

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

7. This Settlement Agreement does not constitute an admission of liability, a violation of any professional rule, professional standard, order, ruling, law, statute, regulation, contract, or covenant, express or implied 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. JOHNSON 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. JOHNSON further states that he has the requisite authority to execute this General Release, that he has carefully read this Settlement Agreement and it has been fully explained to him, that he had the Settlement Agreement reviewed by his attorney, that he fully understands its final and binding effect, that the only promises made to him to sign the Settlement Agreement are those stated in the Settlement Agreement, and that he is signing this Settlement Agreement voluntarily with the full intent of releasing COUNTY of all claims.

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

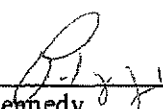
12. JOHNSON desires now to settle completely and for all time existing disputes between or among him and the COUNTY, arising from or relating to any and all injuries, damages, to person or property known, even though now unexpected or unknown, and/or brought, and/or which could have been brought in the Pending Lawsuit, including, but not limited to, the incident which occurred on or about June 4, 2020.

13. 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.

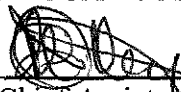


Plaintiff, BRANDON JOHNSON



Patrick Kennedy
Fire Rescue Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

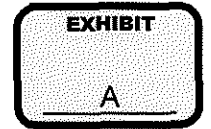
By:  _____
Chief Assistant County Attorney

ATTEST:
Joseph Abruzzo, Clerk & Comptroller

By: _____

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Maria Sachs, Mayor



RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **BRANDON JOHNSON** ("Releasor"), being of lawful age, for the sole consideration of **ONE HUNDRED AND NINETY THOUSAND DOLLARS (\$190,000.00)**, to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby and for their 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 automobile accident that occurred on or about **June 4, 2020** with a Fire Rescue vehicle in the vicinity of Fire Rescue headquarters at 405 Pike Road in 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.

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 therefor 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 they 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 reserve 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 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.

THE UNDERSIGNED hereby declare 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.

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STATEMENT OF ATTORNEY FOR RELEASOR

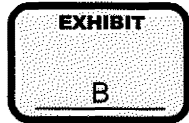
I, Matthew K. Schwencke, Esq., state that I am the attorney for Plaintiff, **BRANDON JOHNSON** (hereinafter, "Plaintiff"), the above-signed Releasor, that I have explained to the Plaintiff all the terms of this Release and the Settlement Agreement upon which it is based, and that the Plaintiff has represented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

DATED this 30th day of January, 202~~8~~⁴

Matthew Schwencke

Matthew K. Schwencke, Esquire
Florida Bar No. 057132
Searcy Denney Scarola Barnhart & Shipley
2139 Palm Beach Lakes Blvd
West Palm Beach, FL 33409
(561) 686-6300

Counsel for Plaintiff



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

CASE NUMBER: 502020CA013409XXXXMB (AE)

BRANDON JOHNSON,

Plaintiff,

v.

PALM BEACH COUNTY

Defendant.

STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, BRANDON JOHNSON, 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, and that each party shall bear its own costs and attorney's fees.

Dated this _____ day of March, 2024.

By: /s/ David R.F. Ottey
David R.F. Ottey, Esq.
Chief Assistant County Attorney
Florida Bar No.015590
300 North Dixie Highway, Suite 359
West Palm Beach, Florida 33401
(561) 355-6717
dotttey@pbcgov.org
aairey@pbcgov.org, mjcullen@pbcgov.org
Counsel for Defendant

By: _____
Matthew K. Schwencke, Esq.
Florida Bar No.: 057132
Searcy, Denney, P.A.
2139 Palm Beach Lakes Blvd.
West Palm Beach, FL 33409
(561) 686-6300
mks@searcylaw.com
kloucks@searcylaw.com
Counsel for Plaintiff

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

CASE NUMBER: 502020CA013409XXXXMB (AE)

BRANDON JOHNSON,

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.

DONE AND ORDERED in Chambers, at West Palm Beach, Palm Beach County, Florida.

Copies Furnished to:

David R.F. Ottey, Esq., 300 North Dixie Highway, Suite 359, West Palm Beach, Florida 33401;
dottey@pbcgov.org; aairey@pbcgov.org; mjcullen@pbcgov.org

Matthew K. Schwencke, Esq., Searcy, Denney, Scarola, Barnhart & Shipley, P.A., 2139 Palm Beach Lakes Blvd., West Palm Beach, Florida 33409; mks@searcylaw.com, kloucks@searcylaw.com

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

That the undersigned, **BRANDON JOHNSON** ("Releasor"), being of lawful age, for the sole consideration of **ONE HUNDRED AND NINETY THOUSAND DOLLARS (\$190,000.00)**, to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby and for their 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 automobile accident that occurred on or about **June 4, 2020** with a Fire Rescue vehicle in the vicinity of Fire Rescue headquarters at 405 Pike Road in 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.

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 therefor 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 they 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 reserve 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

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THE UNDERSIGNED hereby declare 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.

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STATEMENT OF ATTORNEY FOR RELEASOR

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

DATED this 30th day of January, 202~~8~~⁴

Matthew Schwencke

Matthew K. Schwencke, Esquire
Florida Bar No.: 057132
Searcy Denney Scarola Barnhart & Shipley
2139 Palm Beach Lakes Blvd.
West Palm Beach, FL 33409
(561) 686-6300
schwene@teamdiscovery.com
Counsel for Plaintiff

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 2/7/2024

REQUESTED BY: County Attorney


REQUESTED FOR: Brandon Johnson v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$190,000

AGENDA DATE: March 5, 2024

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: 
Brian Palacios, Finance Director

DATE: 2/7/2024