

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027
Capital Expenditures				
Operating Costs	85,000			
External Revenues				
Program Income(County)				
In-Kind Match(County)				
NET FISCAL IMPACT	85,000			
#ADDITIONAL FTE				
POSITIONS (CUMULATIVE)				

Is Item Included in Current Budget? Yes X No

Is this item using 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:

OFMB

Contract Dev. & Control

B. Legal Sufficiency

for CH

 *3/15*
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 April, 2024, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and YANNIER PALOMINO ORIA ("ORIA").

WHEREAS, ORIA sued the COUNTY in a lawsuit presently styled Yannier Palomino Oria v. Palm Beach County, Case No. 2020 CA 008527 MB AB, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from a motor vehicle accident that occurred on September 13, 2018, on 45th Street at or near Metrocentre Boulevard in West Palm Beach, Palm Beach County, Florida (the "Incident");

WHEREAS, the COUNTY has denied liability, causation, and damages, and has raised several affirmative defenses 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. By March 8, 2024, ORIA's attorney, Nelson E. Baez, Esquire, shall deliver to the Palm Beach County Attorney's Office the following executed documents: 1) Settlement Agreement, and 2) Release of All Claims. These documents shall be held in trust by the County pending approval of the Settlement Agreement by the Palm Beach County Board of County Commissioners on April 9, 2024.
3. Subject to the approval of the Palm Beach County Board of County Commissioners, the COUNTY shall pay to ORIA the amount of **EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00)**, by a check made payable to the Trust Account of Smith & Ball, PLLC; Tax ID: 85-4105503. Upon receipt of the settlement funds, the parties shall execute and file a Stipulation and Final Order of Dismissal with Prejudice.
4. Nelson E. Baez, Esquire, shall not disburse, and ORIA shall not accept, any proceeds from the settlement check described in Paragraph 3 above unless and until the executed Settlement Agreement and Release of All Claims have been delivered to the COUNTY and the executed Stipulation and Final Order of Dismissal with Prejudice has been filed.
5. ORIA acknowledges and agrees that he is responsible for, and will resolve, the payment of any and all bills and liens relating to the Accident and Pending Lawsuit, and that the COUNTY shall not be responsible for any portion of said bills and liens.
6. Each party shall bear its own attorney's fees and costs.

7. This Settlement Agreement does not constitute an admission of liability by any party. Rather, the Parties expressly deny liability, and have entered into this Settlement Agreement in order to buy their 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. ORIA 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 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.

YANNIER PALOMINO ORIA
Plaintiff

STEVE CARRIER
Assistant Palm Beach County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  3/12/24
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: _____

**YANNIER PALOMINO ORIA RELEASE OF CLAIMS TO PALM BEACH COUNTY
FOR SEPTEMBER 1 2018, MOTOR VEHICLE ACCIDENT**

KNOW ALL MEN BY THESE PRESENTS:

YANNIER PALOMINO ORIA (“ORIA”) sued PALM BEACH COUNTY (“COUNTY”) in a lawsuit presently styled Yannier Palomino Oria v. Palm Beach County, Case No. 2020-CA-008527, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the “**Pending Lawsuit**”), for damages arising from a motor vehicle accident that occurred on September 13, 2018, on 45th Street near Metrocentre Boulevard in West Palm Beach, Palm Beach County, Florida (the “**Accident**”);

The undersigned, **ORIA**, being of lawful age and for the sole consideration of **EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00)** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby for himself and for his agents, executors, administrators, successors, and assigns, release, acquit and forever discharge **COUNTY**, and its officers, agents, employees, commissioners, heirs, executors, administrators, successors, insurers, 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 only the **Incident** and the **Pending Lawsuit**.

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 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, which relate or pertain to the **Incident and Pending Lawsuit**.

FURTHERMORE, the undersigned agrees to resolve 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. 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 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 related only to the **Incident** and **Pending Lawsuit**, 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 the **Pending Lawsuit** and 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 only the **RELEASEES** arising out of the aforementioned **Incident**. The undersigned has had the benefit of consultation with the attorney of his choice with respect to the review and execution of this Release of All Claims and is executing this release knowingly, freely and voluntarily.

THE UNDERSIGNED hereby accepts the tendered settlement draft as final payment of

the consideration set forth above.

IN WITNESS HEREOF, I, **YANNIER PALOMINO ORIA**, have hereunto set my hand
and seal this 13th day of March 2024.

IN THE PRESENCE OF:

Olga Patterson
WITNESS SIGNATURE

Yannier Palomino Oria
YANNIER PALOMINO ORIA

Olga Patterson
(PRINT WITNESSES' NAME)

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 13th day of March 2024, by Yannier Palomino Oria, in person / or virtually (circle one) who:

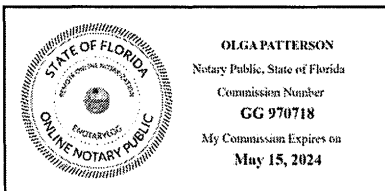
is personally known to me; OR
 has produced Driver's License, as identification;

and who

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

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

[seal]



Olga Patterson
Notary Public **Olga Patterson**
My commission expires:

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 3/12/2024

REQUESTED BY: County Attorney

REQUESTED FOR: Yannier Palomino Oria v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$85,000

AGENDA DATE: April 9, 2024

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: _____



Brian Palacios, Finance Director

DATE: 3/12/2024
