

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	July 8, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	ENGINEERING AND PUBLIC WORKS		
Submitted By:	COUNTY ATTORNEY		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve a Settlement, inclusive of attorney's fees and costs, in the total amount of \$150,000, in the personal injury action styled Kharsen D. Morant v. Palm Beach County, Case No. 2022CA009639MBAJ.



Summary: This is a personal injury lawsuit arising from Plaintiff falling off of his bicycle after riding over a grate installed and maintained by Palm Beach County on Investment Lane in Riviera Beach, Palm Beach County, Florida, and sustaining injuries to his neck, lower back, as well as a concussion. Mr. Morant was transported from the scene of the accident to St. Mary's Hospital where he had surgery on his neck nine days later. Mr. Morant incurred medical bills totaling approximately \$550,000. Palm Beach County has entered into an agreement to settle the lawsuit in the total amount of \$150,000, inclusive of attorney's fees and costs, pending approval by the Palm Beach County Board of County Commissioners. Countywide (AMP).

Background and Justification: On April 28, 2021, the Plaintiff, Kharsen D. Morant, then 46 years old, was riding his bicycle on Investment Lane in Riviera Beach, Palm Beach County, when he rode over a grate in the roadway. The County owned the grate and adopted the Florida Department of Transportation (FDOT) standards regarding its maintenance. According to FDOT standards, the grate is suitable for bicycle traffic. The grate is enclosed in a concrete box. According to FDOT standards, if there is a gap between the grate and the concrete box, and that gap is greater than 5/8", a one-piece round bar is to be installed to reduce the clearance to 5/8" or less. At the time of the accident, there was a 1 1/2 to 2 inch gap between the grate and the concrete box. The front wheel of Mr. Morant's bike fell into that gap, causing him to fall off his bike and sustain a significant permanent injury to his neck requiring fusion surgery at the level of C3-4 and C4-5 nine days later. He also injured his lower back and sustained a concussion. Mr. Morant incurred medical bills totaling approximately \$550,000. His medical insurer, the Veterans Administration, has asserted a medical lien in the amount of approximately \$96,873.94.

This full and final settlement is warranted based on the County's liability exposure and Mr. Morant's injuries. Therefore, it is recommended that the Palm Beach County Board of County Commissioners approve the Settlement Agreement in the amount of \$150,000.

Attachments:

- 1. Settlement Agreement
- 2. Release of All Claims
- 3. Budget Availability Statement

Recommended By:		_____	_____
	County Attorney		Date
Approved By:		_____	_____
	County Administrator		Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$150,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$150,000				
#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:

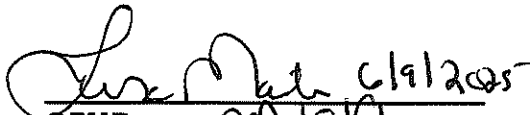
Fund 5010 Agency 700 Organization 7130 Object 4511

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

C. Departmental Fiscal Review:

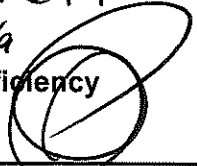
III. REVIEW COMMENTS:

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


OFMB 6/9/2025
AS 6/9 07/10/19
MO 6/9


Contract Dev. & Control 6/10/25
52/07/19/25

B. Legal Sufficiency


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 8th day of July, 2025, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and KHARSEN MORANT ("MORANT").

WHEREAS, MORANT sued the COUNTY in a lawsuit presently styled **Kharsen D. Morant v. Palm Beach County, Case No. 2022-CA-009693-XXXX-MB-AJ, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida** (the "Pending Lawsuit"), for damages arising from a premise liability accident that occurred on or about April 28, 2021, while Plaintiff was riding his bicycle westbound on Investment Lane in Riviera Beach, Palm Beach County, Florida ("Accident").

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. Within thirty (30) days after the COUNTY receives a fully executed original of this Settlement Agreement and a fully executed Release of All Claims in the form of the attached hereto as **Exhibit A**, and **subject to the COUNTY receiving final administrative approval and approval by the Palm Beach County Board of County Commissioners of this Settlement Agreement**, the COUNTY shall pay to Morant the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)**, by a check made payable to Hicks + Motto PA F/B/O Kharsen Morant; Tax ID: 20-1163532.
3. Within ten (10) days of receipt of the COUNTY'S payment, Michael A. Motto, Esquire, and MORANT shall execute and deliver to the Palm Beach County Attorney's Office (i) the Stipulation for 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. Michael A. Motto, Esquire, shall not disburse, and MORANT 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 as well as entry of the Order of Dismissal has been filed with the Court in the Pending Lawsuit.
5. MORANT acknowledges and agrees that he is responsible for, and will resolve, the payment of any and all bills, medical bills, and liens relating to the Accident and Pending Lawsuit, including but not limited to the U.S. Department of Veterans Affairs ("VA") lien in the amount of \$96,873.94, communicated to the COUNTY and MORANT by the VA in a document dated March 17, 2025, GCLAWS ID S09083, WPB VA Medical Center, Facility ID 548, Tax ID 59-3275434, Case ID 548-M-20220127-1294, and that the COUNTY shall not be responsible for any portion

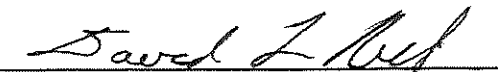


of said bills and liens. MORANT, on behalf of himself and his officers, agents, employees, heirs, executors, administrators and assigns, further agree to indemnify, defend, and hold the COUNTY and its officers, commissioners, agents, elected officials, employees, heirs, executors, administrators and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

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 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. MORANT 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.

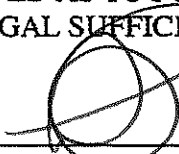
IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed as of the date first set forth above.


KHARSEN D. MORANT
Plaintiff

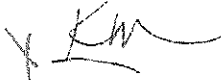

DAVID L. RICKS
County Engineer
Engineering and Public Works

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

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

By: 
Assistant County Attorney

By: _____
Mayor, Board of County Commissioners



Settlement Agreement
Kharsen D. Morant v. Palm Beach County
Case No.: 2022-CA-009639-XXXX-MB

ATTEST:
JOSEPH ABRUZZO, Clerk and Comptroller

By: _____



**KHARSEN D. MORANT RELEASE OF CLAIMS TO PALM BEACH
COUNTY FOR APRIL 28, 2021, PREMISE LIABILITY ACCIDENT**

KNOW ALL MEN BY THESE PRESENTS:

KHARSEN D. MORANT ("MORANT") sued **PALM BEACH COUNTY** ("COUNTY") in a lawsuit presently styled **Kharsen D. Morant v. Palm Beach County**, Case No. 2022-CA-009639-XXXX-MB-AJ, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the "**Pending Lawsuit**"), for damages arising from a premise liability accident that occurred on or about April 28, 2021, while Plaintiff was riding his bicycle westbound on Investment Lane in Riviera Beach, Palm Beach County, Florida (the "**Accident**");

The undersigned, **MORANT**, being of lawful age and for the sole consideration of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)** to the undersigned 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 the **Accident** and the **Pending Lawsuit**.

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

X *LM*

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 **Accident and Pending Lawsuit**. This specifically includes, but is not limited to, the U.S. Department of Veterans Affairs ("VA") lien in the amount of \$96,873.94, communicated to the COUNTY and MORANT by the VA in a document dated March 17, 2025, GCLAWS ID S09083, WPB VA Medical Center, Facility ID 548, Tax ID 59-3275434, Case ID 548-M-20220127-1294.

FURTHERMORE, the undersigned agrees to resolve any 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, attorneys or 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

X 

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 to the **Accident** 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 Medicare, the United States Department of Veteran Affairs ("VA"), 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 the **Pending Lawsuit** and this Release. Moreover, this Release shall not be construed as releasing any health insurance carrier or other insurer, including but not limited to the VA, 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 **Accident** that have been fully and finally litigated and resolved through the **Pending Lawsuit** and this Release. 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.

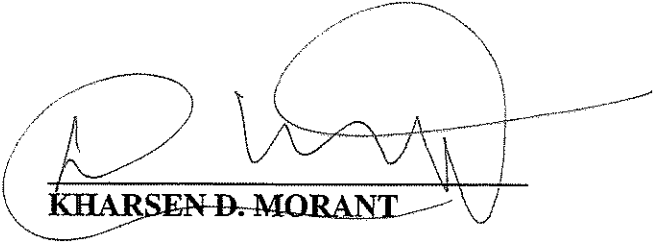
THE UNDERSIGNED hereby accepts the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS HEREOF, I, **KHARSEN D. MORANT**, have hereunto set my hand and seal this 28th day of May, 2025.

IN THE PRESENCE OF:


WITNESS SIGNATURE

Jay M. Mett
(PRINT WITNESSES' NAME)


KHARSEN D. MORANT

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 28th day of May 2025, by Kharsen D. Morant, in person / or virtually (circle one) who:

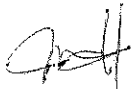
[☒] is personally known to me; OR
[☐] has produced _____, as identification;

and who

[☐] did take an oath; OR
[☐] did not take an oath.

and who executed the 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]



Notary Public
My commission expires: 4-9-2029



JOY M. MOTTO
Commission # HH 619578
Expires April 9, 2029





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

CASE NO.: 502022CA009639XXXXMB AJ

KHARSEN D. MORANT,

Plaintiff,
v.

PALM BEACH COUNTY,

Defendant.
_____ /

STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, **KHARSEN D. MORANT**, with their attorney, joined by the Defendant, **PALM BEACH COUNTY**, by and through its attorney, (collectively the “Parties”) 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 the Defendant be dismissed with prejudice, each party to bear its own costs and attorney’s fees.

Dated this _____ day of July , 2025.

By: _____
Andrew M. Pelino, Esq.
Florida Bar No.: 882410
Senior Assistant County Attorney
300 N. Dixie Hwy., Ste. 359
West Palm Beach, FL 33401
apelino@pbc.gov, aairey@pbg.gov
swebber@pbc.gov

By: _____
Michael A. Motto, Esq.
Florida Bar No.: 0059651
Counsel for Plaintiff
3601 PGA Boulevard, Suite 200
Palm Beach Gardens, FL 33410
mmotto@hmelawfirm.com,
jmotto@hmelawfirm.com

**KHARSEN D. MORANT RELEASE OF CLAIMS TO PALM BEACH
COUNTY FOR APRIL 28, 2021, PREMISE LIABILITY ACCIDENT**

KNOW ALL MEN BY THESE PRESENTS:

KHARSEN D. MORANT ("MORANT") sued **PALM BEACH COUNTY** ("COUNTY") in a lawsuit presently styled **Kharsen D. Morant v. Palm Beach County**, Case No. 2022-CA-009639-XXXX-MB-AJ, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the "**Pending Lawsuit**"), for damages arising from a premise liability accident that occurred on or about April 28, 2021, while Plaintiff was riding his bicycle westbound on Investment Lane in Riviera Beach, Palm Beach County, Florida (the "**Accident**");

The undersigned, **MORANT**, being of lawful age and for the sole consideration of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)** to the undersigned 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 the **Accident** and the **Pending Lawsuit**.

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, which relate or pertain to the **Accident** and **Pending Lawsuit**. This specifically includes, but is not limited to, the U.S. Department of Veterans Affairs ("VA") lien in the amount of \$96,873.94, communicated to the COUNTY and MORANT by the VA in a document dated March 17, 2025, GCLAWS ID S09083, WPB VA Medical Center, Facility ID 548, Tax ID 59-3275434, Case ID 548-M-20220127-1294.

FURTHERMORE, the undersigned agrees to resolve any 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, attorneys or 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

A handwritten signature in black ink, appearing to be 'X K M' followed by a stylized flourish.

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 to the **Accident** 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 Medicare, the United States Department of Veteran Affairs ("VA"), 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 the **Pending Lawsuit** and this Release. Moreover, this Release shall not be construed as releasing any health insurance carrier or other insurer, including but not limited to the VA, 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

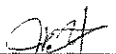


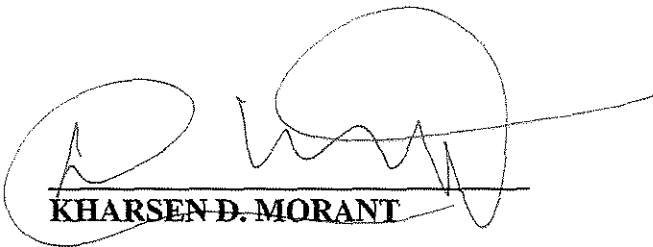
aforementioned **Accident** that have been fully and finally litigated and resolved through the **Pending Lawsuit** and this Release. The undersigned has had the benefit of consultation with the attorney of his choice with respect to the review and execution of this Release of All Claims and is executing 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, **KHARSEN D. MORANT**, have hereunto set my hand and seal this 28th day of May, 2025.

IN THE PRESENCE OF:


WITNESS SIGNATURE
Jay M. Motto
(PRINT WITNESSES' NAME)


KHARSEN D. MORANT

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 28th day of May 2025, by Kharsen D. Morant, in person / or virtually (circle one) who:

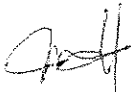
[☒] is personally known to me; OR
[] has produced _____, as identification;

and who

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

and who executed the 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]



Notary Public
My commission expires: 4-9-2029



JOY M. MOTTO
Commission # HH 619578
Expires April 9, 2029

[The body of the document is crossed out with a large handwritten X.]

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 6/2/2025

REQUESTED BY: County Attorney

REQUESTED FOR: Kharsen D. Morant v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$150,000

AGENDA DATE: July 8, 2025

BUDGET ACCOUNT NUMBER:

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

Brian Palacios

2025.06.02

BAS APPROVED BY: 

14:15:08-04'00'

DATE: 6/2/2025

Brian Palacios, Finance Director