

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date:	February 3, 2026	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Regular
Department:	PALM TRAN			
Submitted By:	COUNTY ATTORNEY			

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends a motion to approve a Settlement Agreement, inclusive of attorney's fees and costs, in the total amount of \$66,500, in the personal injury action styled Vivian McIntosh v. Palm Beach County, Case No. 2024-CA-006932.

**Summary:** This is a personal injury lawsuit arising from a rear-end motor vehicle accident involving a Palm Tran bus that occurred on May 21, 2023, in West Palm Beach, Florida. As a result of the accident, Mr. McIntosh sustained personal injuries and incurred approximately \$126,618 in medical bills. Palm Beach County has entered into an agreement to settle the lawsuit in the total amount of \$66,500, inclusive of attorney's fees and costs, pending approval by the Palm Beach County Board of County Commissioners (BCC). Countywide (TSB)

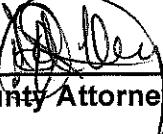
**Background and Justification:** On May 21, 2023, the Plaintiff, Vivian McIntosh, then 62 years old, was driving a Ford F-150 pickup truck at the intersection of 25th Street and Australian Avenue when a Palm Tran bus rear-ended his vehicle. Mr. McIntosh complained of headaches and sustained injuries to his neck and back. Following the accident, Mr. McIntosh underwent four sets of pain injections to his neck and back before undergoing two procedures to burn his spinal nerves in an attempt to block pain signals. Mr. McIntosh's total medical bills to date are approximately \$126,618. At trial, Mr. McIntosh would have been seeking damages for his medical expenses of \$126,618, as well as for pain and suffering.

This full and final settlement is warranted based on the County's liability exposure and Mr. McIntosh's injuries. Therefore, it is recommended that the County approve the Settlement Agreement in the amount of \$66,500.

**Attachments:**

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

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Recommended By: \_\_\_\_\_  12-30-20 Date  
County Attorney

Approved By: \_\_\_\_\_ N/A \_\_\_\_\_ Date  
County Administrator

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	\$66,500				
<b>External Revenues</b>					
<b>Program Income (County)</b>					
<b>In-Kind Match (County)</b>					
<b>NET FISCAL IMPACT</b>	\$66,500				
<b>#ADDITIONAL FTE</b>					
<b>POSITIONS (CUMULATIVE)</b>					

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 X No \_\_\_\_\_

### Budget Account No.:

Fund 5010 Agency 700 Organization 7130 Object 4511

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

### C. Departmental Fiscal Review:

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### III. REVIEW COMMENTS:

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

ASBelle 1/5/25  
 OFMB MA 1/2  
ew 1/5/26

Brandi Murch 1/5/26  
 Contract Dev. & Control 26, 1, 5, 26  
1-5-26 Tu

#### B. Legal Sufficiency

J. Brown  
 Assistant County Attorney

#### C. Other Department Review

N/A  
 Department Director

**(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)**

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 8<sup>th</sup> day of December 2025, by and between PALM BEACH COUNTY (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Florida, and VIVIAN MCINTOSH (hereinafter referred to as "MCINTOSH") (collectively referred to as the "Parties").

WHEREAS, MCINTOSH sued the COUNTY in a lawsuit presently styled Vivian McIntosh v. Palm Beach County, Case No.: 502024CA006932XXXAMB in the Circuit Court of Palm Beach County, Florida (hereinafter referred to as the "Pending Lawsuit"), for damages arising from an incident with a Palm Tran Bus that occurred on or about May 21, 2023 in Palm Beach County, Florida (hereinafter referred to as 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. 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 approval by the Board of County Commissioners, the COUNTY shall pay to MCINTOSH the amount of **SIXTY-SIX THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS (\$66,500.00)**, by a check made payable to Zoeller, Hayden & Thron PLLC Trust Account f/b/o Vivian McIntosh - Tax ID 33-4775019.
3. Within ten (10) days of receipt of the COUNTY'S payment, Phillip Thron, Esq. and MCINTOSH shall execute and deliver to the Palm Beach County Attorney's Office 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. Phillip Thron, Esq. shall not disburse, and MCINTOSH 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. MCINTOSH acknowledges and agrees that he 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. MCINTOSH, 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. MCINTOSH 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 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.

  
Vivian McIntosh  
Plaintiff

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

By: \_\_\_\_\_  
Mayor, Board of County Commissioners

ATTEST:  
MIKE CARUSO, Clerk and Comptroller

By: \_\_\_\_\_

  
Ivan Maldonado  
Executive Director, Palm Tran

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Assistant County Attorney

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

That the undersigned, **VIVIAN MCINTOSH** ("Releasor"), being of lawful age, for the sole consideration of **Sixty-Six Thousand Five Hundred Dollars and Zero Cents (\$66,500.00)** in **Case No. 502024CA006932XXXAMB** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, do hereby and for themselves, their executors, administrators, successors and assigns, release, acquit and forever discharge **PALM BEACH COUNTY** and its officers, agents, employees, heirs, executors, administrators, successors and assigns, (collectively, "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 for damages arising from an incident with a Palm Tran bus that occurred on or about May 21, 2023 in Palm Beach County, Florida.

Releasor further states that while he hereby releases all claims against the Releasees, the payment does not satisfy all of the damages Releasor claims resulting from the incident, including but not limited to past and future medical and health care expenses which may have been incurred in the past or may be incurred in the future, and which is not being paid in this settlement. Releasor further reserves their right to pursue and recover all unpaid damages from any person, firm or organization who may be responsible for payment of such damages, including any first party health insurance, Medicaid, Medicare, PIP/MedPay coverage, but such reservation does not include the

Releasees.

**FURTHERMORE**, the undersigned Releasor agrees that each party shall bear its own costs and attorney's fees, and the undersigned shall bear sole responsibility for any and all valid and related property damage, hospital, physician, diagnostic, rehabilitation, training, maintenance, medical or pharmaceutical expenses, bills, statements, liens, subrogable interests, pre-settlement Medicare conditional payments and/or reimbursements demanded or required by the Medicare Secondary Payer Recovery Contractor, CMS collection agencies, or any other government entity, 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, save, and hold harmless the Releasees from any valid and related requests for payment or attempts for collection therefrom. Should legal action be instituted against the Releasees for payment or collection of the aforementioned claims, the undersigned agrees to indemnify and save harmless the Releasees for any valid and related attorney's fees, costs and/or judgments which may be entered against the Releasees with respect to the collection of such claims.

**FURTHERMORE**, the undersigned 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 Releasor 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 Releasor hereby declares and represents that any injuries sustained

by him 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 his 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 they employ.

**FURTHERMORE**, the Releasor 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 Releasor 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 may be entitled.

**THE RELEASOR** hereby declares that he 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 has had the benefit of an attorney with respect to the review and execution of this Release of All Claims and is executing this release on his own free will and accord.

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

IN WITNESS HEREOF, I, VIVAN MCINTOSH, have hereunto set my hand and seal this 8th day of December 2025.

IN THE PRESENCE OF:

WITNESS SIGNATURE

Laura Niles  
(PRINT WITNESS' NAME)

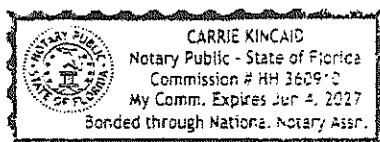
STATE OF Florida )  
COUNTY OF Palm Beach ) ss.

The foregoing two-page Release of All Claims was acknowledged, sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 8th day of December, 2025, by Vivian McIntosh

[seal]

Carrie Kincaid  
Notary Public in and for  
Palm Beach County, Florida

My commission expires: \_\_\_\_\_



**STATEMENT OF ATTORNEY FOR RELEASOR**

I, Phillip Thron, Esq. state that I am the attorney for Plaintiff, Vivian McIntosh, the above-signed Releasor; that I have explained to Plaintiff all the terms of this Release, as well as the Settlement Agreement upon which it is based, and that Releasor has represented to me that he understands all the terms and their significance. Releasor has signed this Release knowingly, voluntarily and on my advice.

DATED this 8<sup>th</sup> day of December 2025.



Phillip Thron, Esquire  
2845 PGA Boulevard  
Palm Beach Gardens, Florida 33410  
[pthron@zoellerlaw.com](mailto:pthron@zoellerlaw.com)  
[ckineaid@zoellerlaw.com](mailto:ckineaid@zoellerlaw.com)  
[apaltin@zoellerlaw.com](mailto:apaltin@zoellerlaw.com)

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

CASE NO.: 502024CA006932XXXAMB

VIVIAN MCINTOSH,

Plaintiff,

v.

PALM BEACH COUNTY,

Defendant.

/

**JOINT STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE**

Plaintiff, VIVIAN MCINTOSH, and Defendant, PALM BEACH COUNTY, by and through their undersigned counsel, show unto the Court that all matters in controversy between the parties have been compromised and settled to the satisfaction of the parties. Accordingly, it is agreed that this action be dismissed with prejudice, and that each party shall bear its own costs and attorney's fees.

Dated: \_\_\_\_\_

Respectfully Submitted,

*/s/ Toni-Ann S. Brown*

**Toni-Ann S. Brown, Esquire**  
Florida Bar No.: 125713  
300 North Dixie Highway, Suite 359  
West Palm Beach, Florida 33401  
Tel.: (561) 355-2981 | Fax: (561) 355-4234  
Emails: [tbrown@pbc.gov](mailto:tbrown@pbc.gov)  
[mjcullen@pbc.gov](mailto:mjcullen@pbc.gov)  
[cking@pbc.gov](mailto:cking@pbc.gov)

*/s/ Phillip Thron*

**Phillip Thron, Esquire**  
Florida Bar No.: 165964  
2845 PGA Boulevard  
Palm Beach Gardens, Florida 33410  
Tel: (561) 689-8180 | Fax: (561) 684-9683  
Emails: [pthron@zoellerlaw.com](mailto:pthron@zoellerlaw.com)  
[ckincaid@zoellerlaw.com](mailto:ckincaid@zoellerlaw.com)  
[apaltin@zoellerlaw.com](mailto:apaltin@zoellerlaw.com)

**RELEASE OF ALL CLAIMS**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That the undersigned, VIVIAN MCINTOSH ("Releasor"), being of lawful age, for the sole consideration of Sixty-Six Thousand Five Hundred Dollars and Zero Cents (\$66,500.00) in Case No. 502024CA006932XXXAMB to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, do hereby and for themselves, their executors, administrators, successors and assigns, release, acquit and forever discharge PALM BEACH COUNTY and its officers, agents, employees, heirs, executors, administrators, successors and assigns, (collectively, "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 damages arising from an incident with a Palm Tran bus that occurred on or about May 21, 2023 in Palm Beach County, Florida.

Releasor further states that while he hereby releases all claims against the Releasees, the payment does not satisfy all of the damages Releasor claims resulting from the incident, including but not limited to past and future medical and health care expenses which may have been incurred in the past or may be incurred in the future, and which is not being paid in this settlement. Releasor further reserves their right to pursue and recover all unpaid damages from any person, firm or organization who may be responsible for payment of such damages, including any first party health insurance, Medicaid, Medicare, PIP/MedPay coverage, but such reservation does not include the

Releasees.

**FURTHERMORE**, the undersigned Releasor agrees that each party shall bear its own costs and attorney's fees, and the undersigned shall bear sole responsibility for any and all valid and related property damage, hospital, physician, diagnostic, rehabilitation, training, maintenance, medical or pharmaceutical expenses, bills, statements, liens, subrogable interests, pre-settlement Medicare conditional payments and/or reimbursements demanded or required by the Medicare Secondary Payer Recovery Contractor, CMS collection agencies, or any other government entity, 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, save, and hold harmless the Releasees from any valid and related requests for payment or attempts for collection therefrom. Should legal action be instituted against the Releasees for payment or collection of the aforementioned claims, the undersigned agrees to indemnify and save harmless the Releasees for any valid and related attorney's fees, costs and/or judgments which may be entered against the Releasees with respect to the collection of such claims.

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**FURTHERMORE**, the Releasor 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.

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by him 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 his 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 they employ.

**FURTHERMORE**, the Releasor 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 Releasor 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 may be entitled.

**THE RELEASOR** hereby declares that he 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 has had the benefit of an attorney with respect to the review and execution of this Release of All Claims and is executing this release on his own free will and accord.

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

IN WITNESS HEREOF, I, VIVAN MCINTOSH, have hereunto set my hand and seal this 8<sup>th</sup> day of December 2025.

IN THE PRESENCE OF:

WITNESS SIGNATURE

Laura Nilon  
(PRINT WITNESS' NAME)

Vivian McIntosh  
VIVIAN MCINTOSH

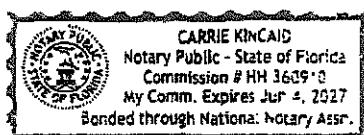
STATE OF Florida )  
COUNTY OF Palm Beach ) ss.

The foregoing two-page Release of All Claims was acknowledged, sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of December, 2025, by Vivian McIntosh

[seal]

Carrie Kincaid  
Notary Public in and for  
Palm Beach County, Florida

My commission expires: \_\_\_\_\_



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

CASE NO.: 502024CA006932XXXAMB

VIVIAN MCINTOSH,

Plaintiff,

v.

PALM BEACH COUNTY,

Defendant.

**JOINT STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE**

Plaintiff, VIVIAN MCINTOSH, and Defendant, PALM BEACH COUNTY, by and through their undersigned counsel, show unto the Court that all matters in controversy between the parties have been compromised and settled to the satisfaction of the parties. Accordingly, it is agreed that this action be dismissed with prejudice, and that each party shall bear its own costs and attorney's fees.

Dated: \_\_\_\_\_

Respectfully Submitted,

*/s/ Toni-Ann S. Brown*

**Toni-Ann S. Brown, Esquire**  
Florida Bar No.: 125713  
300 North Dixie Highway, Suite 359  
West Palm Beach, Florida 33401  
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Emails: [tbrown@pbc.gov](mailto:tbrown@pbc.gov)  
[mjcullen@pbc.gov](mailto:mjcullen@pbc.gov)  
[cking@pbc.gov](mailto:cking@pbc.gov)

*/s/ Phillip Thron*

**Phillip Thron, Esquire**  
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Tel: (561) 689-8180 | Fax: (561) 684-9683  
Emails: [pthron@zoellerlaw.com](mailto:pthron@zoellerlaw.com)  
[ckincaid@zoellerlaw.com](mailto:ckincaid@zoellerlaw.com)  
[apaltin@zoellerlaw.com](mailto:apaltin@zoellerlaw.com)

BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

REQUEST DATE: 12/15/2025

REQUESTED BY: County Attorney

REQUESTED FOR: Vivian McIntosh v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$66,500

AGENDA DATE: February 3, 2026

BUDGET ACCOUNT NUMBER:

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

  
Brian Palacios  
2025.12.15

BAS APPROVED BY: 12:26:22-05'00' DATE: 12/15/2025

Brian Palacios, Finance Director