DEBBIE ANN SMITH, as legal guardian of T.S., a minor,
Plaintiff (s),

vs.
CITY OF RIVIERA BEACH, a municipality of the State of Florida,
Defendant (s)
_____/

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

CASE NO.: 50 2017 CA 008806 XXXX MB (AF)

MEDIATION SETTLEMENT AGREEMENT

The Parties mediated this case before Theodore A. Deckert on April 23, 2019, and reached agreement under the following terms which the parties agree are binding and enforceable:

1) Subject to and contingent upon legislative and court approval as set forth in paragraph 2 hereafter, The City of Riviera Beach will pay Plaintiff the sum of $35,184.00, payable to Plaintiff Counsel's Trust Account, in exchange for a complete release executed by Plaintiff of all claims against Defendant, including but not limited to the City of Riviera Beach, as well as any and all past and present employees and representatives of the City of Riviera Beach, in their individual and official capacities, and including any consortium claim, satisfaction of all related medical, attorney charging and other liens, and including satisfaction of the Riviera Beach Fire Rescue bill in the amount of $184.00.

2) This settlement is contingent upon legislative approval by the City of Riviera Beach. This required approval shall include approval of the settlement by the City Council for the City of Riviera Beach by way of resolution. This settlement is further contingent upon approval of the court pursuant to Chapter 744, Florida Statutes. Without these approvals there is no settlement.

3) Defense Counsel shall tender settlement documents to plaintiff counsel within seven days from today's date. Payment shall be delivered to plaintiff no later than 45 days after the approvals set forth in Paragraph 2 have been obtained and delivery of the executed release as set forth in paragraph 1 to Counsel for Defendant. Upon receipt of payment, Plaintiff counsel shall execute a stipulation for dismissal with prejudice as to all claims against Defendant, to then be executed by Defense Counsel for submission to the court for an Order of Dismissal of the case with prejudice with all parties to bear their own attorney's fees and costs.

4) Cost of Mediation shall be divided equally between Plaintiff and Defendant. The parties shall otherwise bear their own costs and fees.

5) The undersigned represent that they are authorized to execute this agreement on behalf of and to bind the respective parties as indicated to all terms and conditions of this agreement, subject to the contingencies set forth in paragraph 2.

Plaintiff Debbie Ann Smith, as Legal Guardian on behalf of T.S., a minor

Michael S. Herman, Esq. as Plaintiff Counsel

Dawn Wynn o/b/o Defendant City of Riviera Beach

Victoria L. Olds , Esq., as Defense Counsel