

Meeting Date
May 26, 2016



AGENDA	
Section	Consent
Item No.	II D 4

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approve Partial Settlement Agreement for <i>Williamson v Brevard County 6:15-cv-1098-Orl-28-DAB</i>
DEPT/OFFICE:	County Attorney's Office

Requested Action:

It is requested the Board approve the Mediation Partial Settlement Agreement in the case of *Williamson v Brevard County 6:15-cv-1098-Orl-28-DAB*.

Summary Explanation & Background:

On Tuesday, May 3, 2016, the Board of County Commissioners met in an attorney-client private meeting to discuss strategy issues and proposed mediation partial settlement agreement. The mediation partial settlement agreement fully resolves any dispute between the parties about what the amount of damages shall be in the event the Court rules in the Plaintiffs favor on the issue of liability for a civil rights violation. The mediation partial settlement agreement is not an admission of or concession with respect to, liability by the County, nor does the agreement resolve the issue of attorney's fees and costs, should the county be found to have violated 42 USCA §1983.

Clerk to the Board Instructions:

Exhibits Attached: *Settlement Agreement*

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension Scott Knox, County Attorney, 52090 <i>[Signature]</i>
Stockton Whitten	Assistant County Manager	



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

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May 27, 2016

M E M O R A N D U M

TO: Scott Knox, County Attorney

RE: Item II.D.4., Approval of Partial Settlement Agreement, for Williamson v. Brevard County
6:15-cv-1098-Orl-28-DAB

The Board of Commissioners, in regular session on May 26, 2016, approved the Mediation Partial Settlement Agreement in the case of Williamson v. Brevard County 6:15-cv-1098-Orl-28-DAB.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

DAVID WILLIAMSON, CHASE HANSEL,
KEITH BECHER, RONALD GORDON,
JEFFERY KOEBERL, CENTRAL FLORIDA
FREETHOUGHT COMMUNITY, SPACE
COAST FREETHOUGHT ASSOCIATION,
and HUMANIST COMMUNITY OF THE
SPACE COAST,

Case Number 6:15-cv-1098-Orl-28-DAB

Plaintiffs,

vs.

BREVARD COUNTY,

Defendant.

MEDIATION PARTIAL SETTLEMENT AGREEMENT

This agreement is entered into this 6th day of April 2016 by and between DAVID WILLIAMSON, CHASE HANSEL, KEITH BECHER, RONALD GORDON, JEFFERY KOEBERL, CENTRAL FLORIDA FREETHOUGHT COMMUNITY, SPACE COAST FREETHOUGHT ASSOCIATION, and HUMANIST COMMUNITY OF THE SPACE COAST, Plaintiffs, and BREVARD COUNTY, Defendant, as follows:

1. Subject to the conditions set forth below, Brevard County agrees to pay Plaintiffs the total sum of \$60,000.00, to be divided among the plaintiffs in accordance with an agreement among them, on or before thirty days from the date on which the litigation on the merits of this case is concluded, provided:

a. At the conclusion of litigation on the merits of this case, including any and all appeals, the County has been judicially determined liable for any damages arising out of the deprivation of any rights, privileges, or immunities secured by the U.S. Constitution under 42 U.S.C. § 1983 or liable for damages under the Florida Constitution and;

b. This mediation partial settlement agreement has been approved by the Brevard County Board of County Commissioners within sixty days of this mediation partial settlement agreement. However, if the Board of County Commissioners rejects this agreement, the mediation partial settlement agreement shall be deemed void and of no further effect.

2. The County shall make the \$60,000 payment plus any accruable post-judgment interest to Plaintiffs' counsel, Americans United for Separation of Church and State (or to such

other of the plaintiffs' counsel as the plaintiffs may designate), via a lump-sum certified check, cashier's check, or wire transfer, within thirty days of entry of judgment in this case or issuance of the mandate by the highest reviewing appellate court, whichever is later.

3. Without waiving any right to appeal any judgment determining liability, the County consents to this mediation partial settlement agreement being incorporated in the Court's judgment in this case, if the Plaintiffs prevail on the issue of liability, and to Court enforcement (if necessary) of this mediation partial settlement agreement.

4. This mediation partial settlement agreement fully resolves any dispute between the parties about what the amount of damages shall be in the event that the Plaintiffs prevail on the issue of liability. Accordingly, no jury trial shall occur in this case. If any trial becomes necessary, the trial will be a bench trial.

5. This mediation partial settlement agreement does not cover the issue of attorney's fees and costs. If the Plaintiffs prevail on the issue of liability, the Plaintiffs reserve all their rights to petition the Court for attorney's fees and costs.

6. Nothing in this mediation partial settlement agreement shall be construed as an admission of, or concession with respect to, liability by the County.

7. Should the Court find that the County is liable under 42 U.S.C. § 1983 or liable for damages under the Florida Constitution, any party may file this mediation partial settlement agreement with the Court. Within the earlier of (i) seven days after the Court's decision on the parties' motions for summary judgment, or (ii) seven days before the date of the pretrial conference, the parties shall file a stipulation with the Court advising the Court that the parties have reached an agreement on what the amount of damages shall be if the plaintiffs prevail on the issue of liability (without disclosing what that amount is), and that any trial that may be needed in this case is to be a bench trial.

8. The Plaintiffs agree to pay one half of the Mediator's fees and the Defendant agrees to pay one half of the Mediator's fees.

THE PARTIES AGREE THAT ALL OF THEIR AGREEMENTS ARE CONTAINED IN THIS PARTIAL SETTLEMENT AGREEMENT AND THAT THE AGREEMENT IS AS STATED ABOVE.

DATED this 6th day of April 2016.

DAVID WILLIAMSON,



Plaintiff

CHASE HANSEL




Plaintiff

KEITH BECHER



Plaintiff

RONALD GORDON




Plaintiff

JEFFERY KOEBERL




Plaintiff

SPACE COAST FREETHOUGHT
ASSOCIATION



Plaintiff (by Chase Hansel)

CENTRAL FLORIDA FREETHOUGHT
COMMUNITY




Plaintiff (by David Williamson)

BREVARD COUNTY

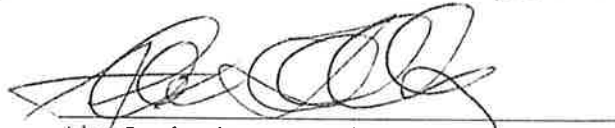


Defendant
(by STOCKTON WHITTEN, COMM
MANAGER)

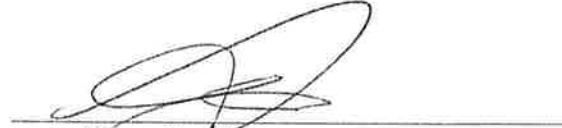
HUMANIST COMMUNITY OF THE SPACE
COAST



Plaintiff (by Keith Becher)



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Williamson, et al v Brevard County
Case No. 6:15-cv-1098-Orl-28-DAB



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