

RESOLUTION NO. 09-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED MEDIATION SETTLEMENT AGREEMENT WITH WALLACE WAYNICK; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

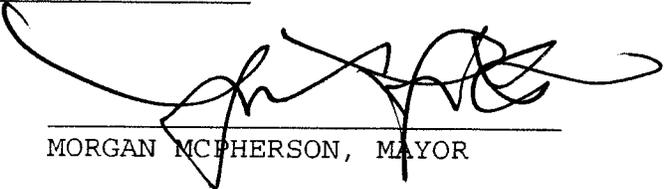
Section 1: That the attached Mediation Settlement Agreement between the City and Wallace Waynick is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of February, 2009.

Authenticated by the presiding officer and Clerk of the Commission on February 4, 2009.

Filed with the Clerk February 4, 2009.


MORGAN MCPHERSON, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

OFFICE OF THE CITY ATTORNEY

SHAWN D. SMITH
LARRY ERSKINE
RON RAMSINGH



PHONE: (305) 809-3770
FAX: (305) 809-3771
POST OFFICE BOX 1409
KEY WEST, FL 33041-1409

Memorandum

TO: Mayor & City Commissioners
FROM: Shawn D. Smith, City Attorney
CC: Jim Scholl, City Manager
RE: Waynick v. City of Key West; Workers Compensation matter

Enclosed with this memo are documents from an outside attorney hired before my tenure to represent the City in the above referenced matter. Our counsel, Eduardo E. Neret, has communicated with assistant city attorney Ron Ramsingh (who is now handling the bulk of such matters for the City) regarding this case. The attachments include a summary provided by Mr. Neret, along with a mediation agreement that is contingent upon Commission authorization. **Mr. Neret's summary to Mr. Ramsingh should not be disclosed, as this is still attorney-client protected information.**

Our counsel is recommending settlement of this matter in accordance with the mediated agreement. Both Mr. Ramsingh and I agree based upon the analysis contained in Mr. Neret's correspondence. Mr. Neret will be present to answer any questions you may have regarding the matter at the February 3rd meeting, where the mediation agreement will come before you.

Please contact me or Mr. Ramsingh with any questions, concerns or comments

A handwritten signature in black ink, appearing to be "Shawn D. Smith", written in a cursive style.

Shawn D. Smith

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS
OFFICE OF THE JUDGES OF COMPENSATION CLAIMS
Miami DISTRICT OFFICE

Wallace Waynick
Claimant

OJCC Case No.: 04-028993GCC

vs.

DIA: 4/22/04

City of Key West
Employer

Bollogher Bassett Services
Carrier/Service Agent

MEDIATION SETTLEMENT AGREEMENT

Pursuant to the Court's Order, a Mediation Conference was conducted on 9/22/08 before LOU MIELE.

The parties have resolved the issues presented and stipulate and agree to the following matters and/or issues:

Parties agree to resolve all claims, past, present and future by way of settlement for \$79,150.00 inclusive of an attorney fee of \$7,000.00 and costs of \$1,450.00 - Claimant will receive \$69,900.00.

Employer/Carrier also agrees to accept the claimant's responsibility and will resolve the outstanding liens of his prior attorneys, Jeff Jacobs, ESQ, and Martin Hoffman, ESQ.

Claimant agrees to execute a general release and resignation, for which the employer will pay the claimant \$100.00 as consideration.

This agreement is contingent upon the approval of the Commission for the City of Key West.

This agreement is also contingent upon being able to reach an agreement for prior fees and costs not to exceed \$13,793.48.

WV
www

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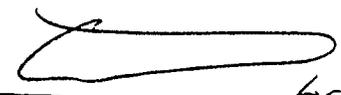
This is a binding and enforceable settlement on all parties to this agreement subject to the terms of this agreement.

The parties agree to promptly prepare and submit to the Court all documentation required of this Settlement, if any, and to perform all agreed acts.

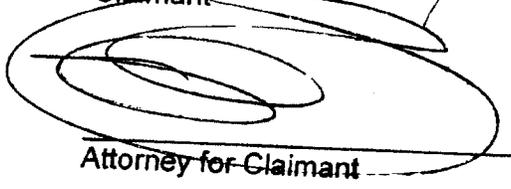
The foregoing Mediation Settlement Agreement has been stipulated to and agreed to by the undersigned on behalf of themselves or their principals, in the presence of the Mediator and themselves on 9/22/08.



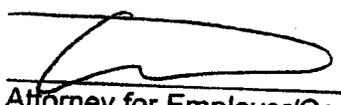
Claimant



Employer/Carrier/Service Agent *for by Phire*

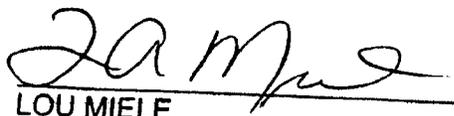


Attorney for Claimant



Attorney for Employer/Carrier/Service Agent

Respectfully Submitted,



LOU MIELE
MEDIATOR

INTERPRETER