

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 01/17/2019 Weekly Agenda Date: 01/22/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

WORDING FOR AGENDA ITEM:

Approval of the Agreement and Release

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

This is an agreement and release regarding the lawsuit between Michael Lane v. Woodbury County, Iowa and Karl Fredrick John Johnk

BACKGROUND:

FINANCIAL IMPACT:

see attached

IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?

Yes No

RECOMMENDATION:

Approve the motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the agreement and release of Michael Lane v. Woodbury County, Iowa and Karl Frederick John Johnk

RELEASE

The undersigned Michael Lane hereby acknowledge payment to them, of the sum of Twenty-four thousand seven hundred fifty dollars and 00/100 (\$24,750.00) in consideration of which payment we do hereby release, acquit and forever discharge Karl Fredrick John Johnk, Woodbury County, Iowa and all other persons, firms and corporations, from any and all liability whatsoever, including all claims, demands, and causes of action of every nature affecting us which we may have or ever claim to have by reason:

- (a) A vehicle accident which occurred on November 26, 2015, at the corner of Highway 141 and County Road K64, near Hornick, Woodbury County, Iowa.
- (b) Any and all claims made or which could have been made in a lawsuit captioned *Michael Lane v. Woodbury County, Iowa and Karl Fredrick John Johnk*, bearing case number LACV173354 in the Iowa District Court for Woodbury County.

As a further consideration of said payment, we hereby agree:

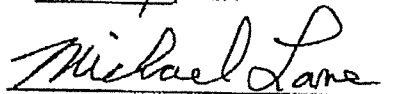
- 1. That this Release covers all injuries and damages, whether known or not and which may hereafter appear or develop arising from the matters above referred to.
- 2. That the above sum is all that we will receive for our claim and no promise for any other or further consideration has been made by anyone.
- 3. That this Release is executed as a compromise settlement of a disputed claim, liability for which is expressly denied by the party and/or parties released, and the payment of the above sum does not constitute an admission of liability on the part of any person or entity.
- 4. That we are executing this Release solely in reliance upon our own knowledge, belief and judgment, after consultation with our attorney, and not upon any representations made by the party released or others in their behalf.
- 5. That we will negotiate and pay from the proceeds of this settlement any and all medical bills and liens of medical providers, insurers, workers' compensation carriers, local, state or federal governments or agencies thereof and all other persons or firms with liens or subrogation interests arising from this incident.
- 6. That we will defend, indemnify and hold harmless the released parties herein from any and all liens, claims, demands, subrogation rights and causes of action whatsoever by anyone on account of the injuries and/or damages sustained in the aforementioned incident and/or with respect to the payment made pursuant to this release including any derivative claims.
- 7. The undersigned agree to indemnify and/or hold harmless the releasee(s), their heirs, executors, administrators, agents and assigns, and the Company, for any loss of Medicare benefits or for any recovery the Centers for Medicine and Medicaid Services may pursue. In addition, the undersigned agree personally and through legal representatives to release as part of

this agreement any right to bring any possible future action under § 1395y of the Medicare Secondary Payer Statute (MSP) against the releasees, their heirs, executors, administrators, agents and assigns and the Company.

THAT WE HAVE READ THE FOREGOING RELEASE, AND UNDERSTAND ITS TERMS AND FREELY AND VOLUNTARILY SIGN THE SAME. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING!

Dated at 0:630 this 10th day of January, 2019.



Michael Lane

Witness:
