

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

JOEL PRICE,

Case No: 5:18-cv-00579

Plaintiff,

v.

LAKE COUNTY, FLORIDA,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered by and between Joel Price (“Price”) and Lake County, Florida (the “County”), individually and by and through their undersigned attorneys, agreeing as follows:

RECITALS

WHEREFORE, on May 25, 2018, Price made a Request for Accommodation to the County concerning the accessibility of certain documentation on the website owned and operated by the County at <http://www.lakecountyfl.gov/>; and

WHEREAS, on June 7, 2018, on behalf of the County, the Assistant County Attorney responded to Price’s Request for Accommodation and provided Price reasonable accommodations and options to access the requested documentation; and

WHEREAS, Joel Price filed a Complaint for Injunctive and Declaratory Relief against Lake County, Florida in the United States District Court, Middle District of Florida, Ocala Division, Case No. 5:18-cv-00579-JSM-PRL alleging violations of the Americans with Disabilities Act 42 U.S.C. §12131 (“ADA”); and the Rehabilitation Act of 1973 29 U.S.C. § 794 (“Section 504”) (“Complaint”); and

WHEREAS, the County does not admit, and expressly denies, the allegations contained in the Complaint that the County has violated any law, including but not limited, any allegation that the County has violated Section 504 or the ADA; and

WHEREAS, the County and Price seek to avoid the expense, time and effort of litigation of the claims raised in the Complaint and the defense of such claims; and

WHEREAS, entry of this Agreement between Price and the County is in the best interest of both Price and the County and will fully resolve all current and future claims asserted or to be asserted by Price against the County.

NOW THEREFORE, in consideration of the mutual promises set forth herein, Price and the County (collectively the “Parties” or singular the “Party”) hereby agree as follows:

1. **Recitals**. The Parties hereby acknowledge, represent and agree that the above recitals are true and correct and incorporated herein by reference.

2. **Effective Date**. This Agreement shall be effective on the date that this Agreement is fully signed, using the latest date of the signing (“effective date”).

3. **Website**. For purposes of this Agreement, the Parties agree that the term “Website” as used in this Agreement, and the Release contained in this Agreement, applies to the blog, social media platforms, internet-based outlets, online services and websites maintained by Lake County and the Lake County Board of County Commissioners, including the www.LakeCountyFL.gov

4. **Agreement**.

A. Upon the effective date of this Agreement, the County agrees to make efforts to improve the accessibility for blind and visually impaired users of the documents generated by the County and posted by the County on the Website. The Parties acknowledge that enforcement of this Agreement, including the provisions of this paragraph, are prospective and not retroactive. Nothing contained in this Agreement requires the County to retroactively modify, improve, or make accessible documentation posted on the Website prior to the effective date of this Agreement, and the Parties specifically agree that the County is not so required.

B. To the extent that documentation on the Website is not generated by the County or the County allows third-parties to post electronic PDF documents to the Website, excluding social media platforms, the County will request that such third-party content be made accessible for blind and visually impaired users by the third party, such but not limited to, content that conforms with WCAG 2.0 Level AA. The Parties agree that the County shall not be liable or found in violation of this Agreement if non-accessible documentation is posted on the Website that is generated or posted by a third-party.

- C. To the extent that documentation on the Website is generated by the County or County offices, divisions, commissioners, or officers, the County, its agents or contractor, will post an accessible version of an electronic PDF document or other content that has been made accessible for blind and visually impaired users, such as but not limited to, content that conforms with WCAG 2.0 Level AA, unless it is technically infeasible as determined by the County. In the event of a natural disaster, loss of power, or declared state of emergency, the County will replace the initial posting within a reasonable time after such emergency situation has passed.
- D. Upon execution of this Agreement by the Parties, each Party shall sign the Stipulation of Dismissal concerning the Complaint, a copy of which is attached hereto as **Attachment "A"**, and upon execution of the Stipulation of Dismissal by both Parties the County will file such with the Court. The Parties agree the Dismissal will be with prejudice.
- E. Within thirty (30) days of the Court's dismissal of the action *Joel Price v. Lake County, Florida*, United States District Court, Middle District of Florida, Ocala Division, Case No. 5:18-cv-00579-JSM-PRL, the County will pay the amount of Ten Thousand Dollars (\$10,000.00) to Scott R. Dinin, P.A. Iota in full and final satisfaction of any and all claims, damages, attorneys' fees, costs, releases, and other expenses alleged to be owed to Price by the County in connection with *Price v. Lake County, Florida*, United States District Court, Middle District of Florida, Ocala Division, Case No. 5:18-cv-00579-JSM-PRL and this Agreement ("Settlement Amount"). Scott R. Dinin, P.A. shall be responsible for disbursement to Price of any or all of such Settlement Amount as Price is entitled to receive. Each Party agrees to bear its own attorneys' fees and costs. The Parties agree that the County shall not be responsible for filing any required federal or state taxing forms and that the County is not liable for any tax liability associated with the Settlement Amount.

5. Release.

- A. In consideration of the promises, payments, and covenants contained in this Agreement, Price voluntarily and irrevocably releases, acquits and forever discharges all known and unknown legal or equitable claims, demands, liabilities,

rights, debts, damages, causes of actions, and suits related to (1) the Complaint, (2) the Website listed in paragraph 2 above, and (3) those related to ADA and Section 504 against Lake County, Florida, its agents, employees, officers, manager, attorneys, commissioners, boards, committees, and successors in interests, and affiliated organizations (the "County"). This release includes, without limitations, all claims, actions, and damages against the County that arise now or may arise at the effective date of this Agreement under the ADA, Section 504, or any other federal, state, or local law, rule, or regulation. Price releases any current or future claims regarding the Website. Price agrees and acknowledges that as of the effective date of this Agreement he has not filed and does not intend to file any other complaints, causes of action, or claims against the County relating to the Website.

B. Nothing in this Agreement shall be deemed to be an admission of wrongdoing or an admission of violation of any federal, state, or local law by the County. The Parties agree that this Agreement and Release is entered between the Parties to avoid the costs and expense of litigation and to fully settle disputed claims and allegations between the Parties.

6. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the Parties.

7. **Enforcement.** In order to comply with this Agreement, the Parties acknowledge that the County may have to remove, remediate and re-post documentation from the Website. The Parties agree that delays to make modifications to the Website or otherwise non-compliance with the provisions set forth in paragraph 4 that are caused by third-parties, third-party vendors, acts of God, force majeure, or events beyond the Party's control, shall not be deemed to be a default under this Agreement, provided the affecting Party gives notice to the other Party describing the reasons for the delay. The Parties agree that if the County determines that modifications to the Website or compliance with the provisions set forth in paragraph 4 is/are technically infeasible, virtually impossible, or involve a significant burden on the County, then the County will provide notice to Price's undersigned attorneys. Upon written notification under this paragraph, the Parties will work jointly to agree to a reasonable amount of time to comply. In the event the Parties cannot

agree, the Parties agree to schedule mediation before a neutral third-party certified mediator and that such mediation expense will be equally shared by the Parties.

8. **Cooperation.** J. Courtney Cunningham, PLLC and its attorney(s) and Scott R. Dinin, P.A. and its attorney(s) agree to cooperate and assist the County by providing notice to the Lake County Attorney's Office when either J. Courtney Cunningham, PLLC or Scott R. Dinin, P.A. are retained to represent future clients in claims or actions against the County concerning vision disabilities in connection to the Website. The purpose is to prevent additional claims the same as made in the Complaint from being brought against the County. This cooperation includes Scott R. Dinin, P.A. and J. Courtney Cunningham, PLLC notifying current and future clients that their firms have an agreement to cooperate with the County.

9. **Miscellaneous Provisions.**

- A. This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie in a court of competent jurisdiction in and for Lake County, Florida. The Parties waive any right to a jury trial for any action arising from this Agreement.
- B. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.
- C. This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.
- D. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.
- E. The invalidity or unenforceability of a provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.
- F. Each individual executing this Agreement has full authority on the Party's behalf and has been duly authorized to sign this Agreement on behalf of such Party.


10. Notices.

- A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed to the undersigned attorneys.
- B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.
- D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, to the other party in a manner designated for the filing of notice hereunder.

11. Entire Agreement. This document embodies the entire agreement between the Parties. It may not be modified or terminated except as provided herein. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

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IN WITNESS THEREOF, the Parties hereto have executed this Agreement voluntarily and in good faith on the respective dates under each signature.



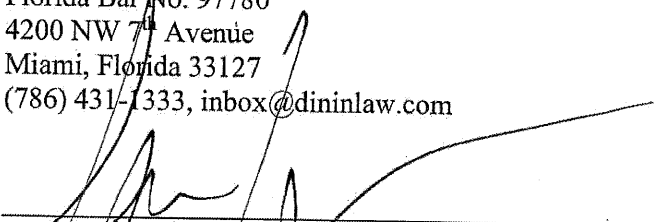
JOEL PRICE
Dated: 1-10-2019



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Dated: 1/15/18

Attachment "A"

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

JOEL PRICE,

Case No: 5:18-cv-00579

Plaintiff,

v.

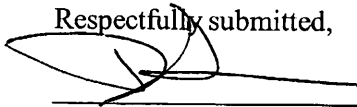
LAKE COUNTY, FLORIDA,

Defendant.

STIPULATION OF DISMISSAL

The undersigned attorneys, on behalf of Plaintiff, JOEL PRICE, and Defendant, LAKE COUNTY, FLORIDA, pursuant to Fed. R. Civ. P. 41(a), files this stipulation of dismissal and agree that such dismissal is with prejudice.

Respectfully submitted,



12/29/19

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