

Memorandum

To: Claims Committee
From: Risk Management
Date: June 19, 2025
Re: Evan Scott v. Polk County Board of County Commissioners






Claim Description: This matter stems from a Firefighter Cancer claim made by Evan Scott with a date of diagnosis of September 27, 2023. Following the acceptance of his claim F.S. 112.1816 was amended to include the benefit of "leave time and employee retention benefits equivalent to those provided for other injuries or illnesses incurred in the line of duty." Mr. Scott's benefits and leave time were not processed in the handling of his claim to include this benefit.

Due to his treatment, he was out of work from November 1, 2023, through November 11, 2024. His vacation and sick time were calculated based on non-work-related absences, and after exhausting both, took a leave of absence. He paid both the employee and employer portion of his health insurance premiums while an employee out-of-work for a work-related injury would only be required to pay the employee portion. He received donated hours from sick pool and benefits from long-term disability coverage which he would not have received for a work-related injury or illness.

Attached is a letter from our Assistant County Attorney outlining what was paid in contrast to what would have been paid if this claim was handled as work-related.

Request: We are requesting \$86,898.78 to settle this claim. Mr. Scott and his attorney James Brantley with Donnelly & Gross agree to settle this claim in exchange for a full release. Mr. Scott has elected for Polk County to repay The Hartford from this settlement to repay the long-term disability benefits.

SETTLEMENT REQUEST: \$86,898.78.00

-  Commissioner
-  County Attorney
-  Deputy County Manager
-  Director Risk Management
-  Clerk of Courts

Randy M. Mink, County Attorney*

Deputy County Attorneys

Sandra B. Howard*

Thomas G. Norsworthy

Assistant County Attorneys

Heather Bryan Noah D. Milov

Breezi K Hicks Randall E. Vogel

*Board Certified in City, County and Local Government Law



330 West Church Street
PO Box 9005 • Drawer AT01
Bartow, Florida 33831-9005

PHONE: 863-534-6730

FAX: 863-534-7654

TOLL FREE: 800-780-5346

www.polk-county.net

OFFICE OF THE COUNTY ATTORNEY

June 17, 2025

Mr. James F. Brantley, Esq.

Donnelly & Gross

2421 NW 41st Street, Suite A-1

Gainesville, FL 32606

Via email: jimb@donnellygross.com

RE: Cancer benefits for Local 3531 member Evan Scott

Dear Mr. Brantley:

The County has concluded its reassessment regarding the above matter pursuant to your email dated April 15, 2025.

As it relates to the insurance premium there is not a change regarding the amount that will be reimbursed. The County determined that Mr. Scott was charged \$23,823.63 for insurance premiums during this period. The County will reimburse Mr. Scott **\$18,858.78** for the insurance premiums he paid.

Mr. Scott's claim for his cancer benefits for his cancer diagnosis has been reevaluated using the framework established in Florida Statute 112.1816(3): *Leave benefits as are provided to employees under any injury/illness which occurs in the line of duty.* The County uses the worker's compensation framework to determine benefits provided to employees under any injury/illness which occurs in the line of duty and used this framework to reevaluate Mr. Scott's claim for cancer benefits.

Using this framework, prior to his diagnosis, Mr. Scott's 13-week wage statement reflects his average weekly wage is \$2441.35 and his compensation rate is \$1627.57 per week. Mr. Scott was out of work for 27 pay periods or 54 weeks. The maximum weekly

compensation rate for worker's compensation for 2024 is \$1260.00. Mr. Scott's benefits would be capped at $\$1260.00 \times 54 \text{ weeks} = \$68,040.00$. This is the amount of benefits Mr. Scott should have received using the statutory framework provided in Florida Statute 112.1816.

Using this framework, the County also reviewed the Florida Retirement System contributions required from the County and from Mr. Scott. The County has determined the following:

Oct 2023- June 2024: $\$44,100 \times 32.67\% = \$14,407.47$

July 2024-November 2024- $\$23,940 \times 32.79\% = \$7,849.93$

Total FRS **employer contribution** amounts due: \$22,257.40

Total FRS **employee contribution** amounts due by Mr. Scott: \$2,041.20

During this period, Mr. Scott would have been obligated to contribute **\$2041.20** to the Florida Retirement System.

Since the County has reevaluated Mr. Scott's claim using the statutory framework, Mr. Scott would not be entitled to the long-term disability benefits of **\$31,218.40** he received from 3/01/2024 through 11/8/2024. The benefits need to be returned to Hartford Insurance Company.

As it relates to leave hours and following the framework established, the County's position is that Mr. Scott would have accrued the leave hours, he just could not use the leave for at least 30 days upon his return to a full-time work schedule (Employee Handbook 2019). Pursuant to the County's framework to determine benefits provided to employees under any injury/illness which occurs in the line of duty, Mr. Scott would not

be eligible for the sick leave pool. The 288.92 hours donated to Mr. Scott from the County's sick leave pool equal \$7679.50 and the County is seeking to recover the amount.

Summarily, Mr. Scott's benefits for his cancer diagnosis:

\$18,858.78	Reimbursement for the insurance premiums
\$68,040.00	Amount of benefits Mr. Scott should have received using framework in FL Statute 112.1816 (2022)
\$86, 898.78	Total Indemnity benefits Mr. Scott should have received.
(\$2,041.20)	Reduction: Employee FRS Contribution
(\$7,679.50)	Reduction: equivalent of 288.92 sick pool hours donated
\$77,178.08	Total Indemnity benefits paid after reductions.

As it relates to the one-time cash payout of \$25,000.00 received upon Mr. Scott's initial diagnosis of cancer, he will need to seek the advice of a tax professional who can assist him with filing a claim to the Internal Revenue Service to receive a refund of the taxes that were withheld. The County did not receive any portion of the taxes that were withheld from the payment; all taxes that were withheld were transmitted to the Internal Revenue Service.

As stated previously, the benefits of **\$31,218.40** received by Mr. Scott from Hartford Insurance Company must be returned to Hartford Insurance. We are asking Mr. Scott to acknowledge he is solely responsible for returning the benefits to Hartford Insurance Company and releasing the County from any responsibility regarding returning the benefits to Hartford Insurance Company. The County is willing to submit payment on behalf Mr. Scott to Hartford Insurance if Mr. Scott is willing to accept a reduction in indemnity benefits for the same amount. Please let the County know if Mr. Scott wants

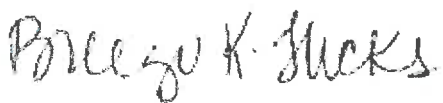
the County to pay Hartford on his behalf. If Mr. Scott chooses for the County to submit payment on his behalf the benefits for his cancer diagnosis will be revised to the following:

\$18,858.78	Reimbursement for the insurance premiums
\$68,040.00	Amount of benefits Mr. Scott should have received using framework in FL Statute 112.1816 (2022)
\$86, 898.78	Total Indemnity benefits Mr. Scott should have received.
(\$2,041.20)	Reduction: Employee FRS Contribution
(\$7,679.50)	Reduction: equivalent of 288.92 sick pool hours donated
(\$31,218.40)	Reduction: payment to Hartford Insurance
\$45,959.68	Total Indemnity benefits paid after reductions.

A release is attached for your review and can be signed when Mr. Scott picks up his check. This is subject to the Board of County Commissioners final approval.

If you should have any additional questions or concerns, please do not hesitate to contact me at your earliest convenience.

Kind Regards,



Breezi K. Hicks
Assistant County Attorney

**GENERAL WAIVER, RELEASE OF LIABILITY,
AND INDEMNITY AGREEMENT**

This GENERAL WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") is executed on this ____ day of _____, 20____ by _____.

1. **General Release.** For the sole consideration of eighty-six thousand eight hundred ninety-eight and 78/100 dollars (\$86,898.78) less the reductions for Employee FRS Contribution in the amount of \$2041.20 and \$7679.50 for the value of the sick pool hours (288.92) donated, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, **EVAN SCOTT** (Releasor), hereby releases and forever discharges, **POLK COUNTY BOARD OF COUNTY COMMISSIONERS** (Releasees), their heirs, executors, administrators, its commissioners, its directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates, from any and all claims and demands of whatever kind or nature, whether known, or unknown, seen or unforeseen, that arise out of or are connected in any way whatsoever with any claims pursuant to Florida Statute 112.1816 (2022) from October 30, 2023 to November 8, 2024. This release includes, without limitation, any claims based on negligence (excluding gross negligence or intentional misconduct) on the part of the Releasees.

Please make a selection using your initials.

a. ____ Releasor **IS** requesting that Polk County Board of County Commissioners submit payment on Releasor's behalf to Hartford Insurance Company in the amount of \$31, 218.40 for benefits received. Releasor understands and acknowledges that this amount will reduce the amount of consideration (\$86,898.78) by an additional \$31,218.40.

b. ____ Releasor is **NOT** requesting that Polk County Board of County Commissioners submit payment on Releasor's behalf to Hartford Insurance Company in the amount of \$31,218.40 for benefits received. Releasor understands and acknowledges that Releasor will solely be responsible for payment to Hartford Insurance Company and releases and forever discharges, **POLK COUNTY BOARD OF COUNTY COMMISSIONERS** (Releasees), their heirs, executors, administrators, its commissioners, its directors, officers, agents, employees, representatives, volunteers, attorneys, assigns, and affiliates, from any and all claims and demands of whatever kind or nature, whether known, or unknown, seen or unforeseen, that arise out of or are connected in any way whatsoever with any claims with Hartford Insurance Company and pursuant to Florida Statute 112.1816 from October 30, 2023 to November 8, 2024.

2. **Hold Harmless.** Releasor, for myself and on behalf of my heirs, executors, administrators, assigns, personal representatives and next of kin, hereby release and hold harmless the Releasees, its commissioners, its directors, officers, agents, employees, representatives, volunteers,

**GENERAL WAIVER, RELEASE OF LIABILITY,
AND INDEMNITY AGREEMENT**

attorneys, assigns, and affiliates, from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated to recover money, property, or damages for any injuries to persons, or injurious results, or any damages to property suffered and pursuant to Florida Statute 112.1816 from October 30, 2023 to November 8, 2024.

3. **Indemnification.** Releasor, for myself and on behalf of my heirs, executors, administrators, assigns, personal representatives and next of kin, hereby agree to indemnify and hold harmless the Releasees and its commissioners, administrators, employees, officers, and officials from all causes of actions, suits, damages, judgments and demands, in law or equity, associated with any claims pursuant to Florida Statute 112.1816 from October 30, 2023 to November 8, 2024.

4. **Binding Effect.** Releasor understands and acknowledges that this agreement is a binding legal document that affects Releasor's legal rights and remedies. Releasor further understands and acknowledges that this Agreement binds not only Releasor but also Releasor's spouse, children, heirs, representatives, distributes, guardians, and assigns.

5. **Governing Law and Forum.** This agreement shall be governed by the laws of the State of Florida, and the parties agree that any legal action relating to or arising out of this agreement shall be brought exclusively in Polk County, Florida.

6. **Invalidity of Any Clause.** Releasor understands and agrees that in the event any clause, sentence or provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, sentence or provision shall not affect the validity or unenforceability of the remaining provisions.

7. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether oral or written, relating to the subject matter herein

8. **Acknowledgment Of Legal Counsel.** Releasor had the opportunity to consult with legal counsel prior to executing this Agreement and do so knowingly and voluntarily.

IN WITNESS WHEREOF, the undersigned has executed this General Waiver, Release of Liability and Indemnity Agreement on _____ day of _____ 2025.

Evan Scott (Releasor)

Printed Name