

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 7, 2017 Consent Regular
 Ordinance Public Hearing

Submitted By: County Attorney's Office
Submitted For: Risk Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve a settlement in the amount of \$99,000 including attorney's fees and costs, for a personal injury claim which resulted from an accident involving a Palm Tran bus and Claimant, Shirley Griggs', automobile.

Summary: On March 10, 2015, a Palm Tran bus operator was driving a bus southbound on N. Congress Avenue approaching Palm Beach Lakes Boulevard when he became distracted and was unable to stop the bus in time to avoid a collision. The bus struck the rear of Claimant's car and she suffered bodily injuries. Countywide (SCL)

Background and Justification: On March 10, 2015, a Palm Tran bus operator was driving a bus southbound on N. Congress Avenue approaching Palm Beach Lakes Boulevard when an insect jumped across the interior of the bus's windshield and distracted him. As a result, the driver did not see the vehicles at a standstill ahead and was unable to stop the bus in time to avoid a collision. The bus struck the rear of Claimant's car, which then impacted the car that was directly in front of it. Claimant suffered bodily injuries. Emergency services transported claimant to JFK Hospital Emergency Room where she was treated and discharged with a diagnosis of cervical and lumbar strain and sprain. Follow-up care was recommended and Claimant treated for neck, lower back pain, and headaches, as well as a posterior disc herniation and posterior disc bulge. Treatment included steroid injections, low back surgery, and a lumbar rhizotomy, followed by additional injections.

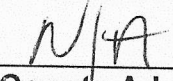
At the conclusion of medical treatment, the claimant was assigned an 8% permanent partial impairment to the whole body. Her out of pocket medical bills total \$97,803.22.

This full and final settlement is warranted based on the County's liability exposure and the magnitude of the injuries claimed, and the settlement eliminates the possibility of any future litigation by the claimant.

- Attachments:**
1. Settlement Agreement
 2. Release of All Claims
 3. Budget Availability Statement (BAS)

Recommended by: 
Department Director

10.26-17
Date

Approved By: 
County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	\$99,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$99,000				
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes No

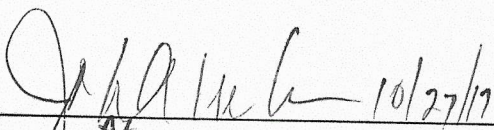
* Budget Account Exp No: Fund 5010 Department 700 Unit 7130 Object 4511

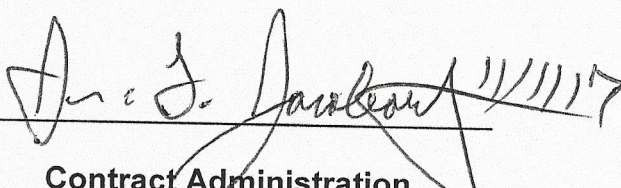
B. Recommended Sources of Funds/Summary of Fiscal Impact:
Palm Beach County Self Insured Fund

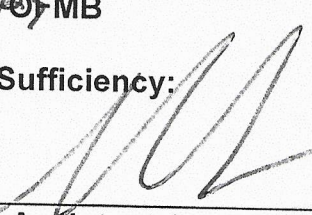
C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


AP 10/27/17 AZ 10/27/17
OFMB


Contract Administration
 11/1/17

B. Legal Sufficiency:

 Senior Assistant County Attorney

C. Other Department Review:

 Department Director

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 5th day of October, 2017, by and between PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS and PALM TRAN, (hereinafter the "COUNTY"), a political subdivision of the State of Florida, and SHIRLEY GRIGGS.

WHEREAS, Shirley Griggs and the COUNTY wish to amicably resolve Shirley Griggs' claim for damages arising from a motor vehicle accident that occurred on March 10, 2015, at or near North Congress Avenue in West Palm Beach, Palm Beach County, Florida;

WHEREAS, the COUNTY has denied liability.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Within a reasonable time of full execution and receipt hereof of this settlement agreement, and subject to final administrative approval by the Palm Beach County Board of County Commissioners, the COUNTY shall pay to SHIRLEY GRIGGS the amount of NINETY NINE THOUSAND DOLLARS & 00/00 (\$99,000.00), by a check made payable to The Trust Account of Ruben Spinrad and Shirley Griggs, whose Tax I.D. No. is 27-3164109.
3. Shirley Griggs acknowledges and agrees that she is responsible for the payment of any liens, including any/all outstanding medical bills, against this settlement and that the COUNTY shall not be responsible for any portion of said liens or medical bills. Shirley Griggs on behalf of herself and her officers, agents, employees, heirs, executors, administrators and assigns, further agrees to indemnify, defend, and hold the COUNTY, its officers, agents, elected officials, employees, heirs, executors, administrators and assigns, harmless from and against all suits, actions, proceedings, claims, demands, and damages, including attorneys fees, arising out of or related to such liens or claims of lien.
4. Each party shall bear its respective attorneys fees and costs.
5. This Settlement Agreement does not constitute an admission of liability by any party.
6. In any litigation brought to enforce the terms or remedy a violation of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in addition to any other recovery.
7. Shirley Griggs declares and acknowledges that the terms of this Settlement Agreement have been completely read, fully understood, discussed with counsel, and voluntarily accepted as a full and final compromise of any and all claims she may have against the COUNTY


arising out of or relating to the aforementioned accident.

8 This Settlement Agreement shall be binding on the parties hereto, their assigns, transferees, heirs, and other successors in interest.

9. The parties represent that no claim that has been, or could have been, raised, and no claim to which this Settlement Agreement applies, has been assigned or otherwise transferred to any other person or entity not a party hereto.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed as of the date first set forth above.


Plaintiff, Shirley Griggs


Clinton Forbes
Executive Director of Palm Tran

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Senior Assistant County Attorney

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____

By: _____

This Indenture Witnesseth that I, Shirley Griggs, individually, in consideration of the sum of **Ninety Nine Thousand and 00/100 (\$99,000.00)**, do hereby for my heirs, personal representatives and assigns, release and forever discharge Palm Beach County Board of County Commissioners and Palm Tran, all representatives of same, and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives or assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action arising from any act or occurrence up to the present time, and particularly on account of all personal injury, disability, property damages, loss or damages of any kind sustained or that I may hereafter sustain in consequence of an accident that occurred on or about the 10th day of March, 2015, at or near North Congress Avenue in West Palm Beach, FL in and about Palm Beach County, FL.

Claimant (Shirley Griggs) agrees that she will indemnify and hold harmless the Released Party and its carrier for any pre-settlement Medicare Conditional Payments which may be identified and reimbursement demanded of the Released Party (Palm Beach County BOCC) or its carrier after the settlement.

In reaching agreement on the terms of this Release, the parties acknowledge Releasor's possible entitlement to Social Security disability benefits pursuant to 42 U.S.C. § 423, and receipt of Medicare or Medicaid benefits under 42 U.S.C § 1395y, as well as the entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2) to recover any overpayment made by CMS. The parties to this Release agree that this Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of injury related conditions. The parties agree that this settlement is intended to provide Releasor a lump sum payment which will foreclose Releasees' responsibility for future payment of all injury related medical expenses.

The parties to this Release understand that many common medical expenses are not payable or reimbursable under the Medicare program. These medical expenses, not covered by Medicare but necessary in the ongoing treatment of the Releasor's injury, and without an admission of liability on the part of the Releasees, have been taken into consideration in the calculation and settlement of Releasor's future medical expenses. Funds for these non-Medicare covered medical expenses have been included in the lump sum settlement amount and shall not be paid from any Medicare allocation amount.

Releasor acknowledges that any decision regarding entitlement to Social Security benefits or Medicare or Medicaid benefits, including the amount and duration of payments and offset reimbursement for prior payments is exclusively within the jurisdiction of the Social Security Administration, the United States Government, and the U.S. Federal Courts, and is determined by Federal law and regulations. As such, the United States Government is not bound by any of the terms of this Release.

Releasor has been apprised of his/her right to seek assistance from legal counsel of her choosing or directly from the Social Security Administration or other government agencies regarding the impact this Release may have on Releasor's current or future entitlement to Social Security or other governmental benefits. Releasor acknowledges that acceptance of these settlement funds may affect Releasor's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Releasor desires to enter into this Release agreement to settle her injury claim according to the terms set forth in this Release.

To procure payment of the said sum, I hereby declare: that we are more than 21 years of age; that no representation about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, have induced me to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said accident; all information I have provided, including but not limited to name, date of birth, gender and social security number, in order to procure payment and set forth in this release has been true and accurate.

The Undersigned Agree(s), as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

I understand that the parties hereby released admit no liability of any sort by reason of said accident and that

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 10/18/17

REQUESTED BY: County Attorney

REQUESTED FOR: Shirley Griggs v. Palm Beach County and Palm Tran, Inc

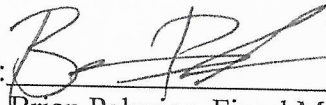
REQUESTED AMOUNT: \$99,000

AGENDA DATE: November 7, 2017

BUDGET ACCOUNT NUMBER:

FUND: 5010 DEPT: 700 UNIT: 7130 OBJ: 4511

BAS APPROVED BY:



DATE: 10/18/2017

Brian Palacios, Fiscal Manager