

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2018 [X] 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 \$125,000.00 including attorney's fees and costs for a personal injury claim involving Fire Rescue and the death of Claimant Julien Jeudi in an incident which occurred on November 21, 2016.

Summary: On November 21, 2016, Claimant called Fire Rescue for acute respiratory distress. The Fire Rescue team arrived at Claimant's residence and attempted to stabilize Claimant's breathing by inserting an intubation tube. Claimant was transported to JFK Medical Center Emergency Room where he died. Countywide (KP)

Background and Justification: On November 21, 2016, Claimant called Fire Rescue for acute respiratory distress. The Fire Rescue team arrived at Claimant's residence and attempted to stabilize Claimant's breathing by inserting an intubation tube. Claimant was transported to JFK Medical Center Emergency Room. The emergency room staff observed that Claimant's abdomen was distended and that he was not breathing. The emergency room team tried unsuccessfully to revive the Claimant.

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

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

Recommended by: _____


Department Director

1/25/18
Date

Approved By: _____

N/A
Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>\$125,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$125,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
 POSITIONS (Cumulative) _____

Is Item Included In FY2018 Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X
 Budget Account 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:

<p><u>[Signature]</u> 1/18/18 EB OFMB 1/18/18</p>	<p><u>[Signature]</u> 1/19/18 Contract Dev. and Control</p>
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B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, (the "COUNTY"), a political subdivision of the State of Florida, and the ESTATE OF JULIEN JEUDI.

WHEREAS, the ESTATE OF JULIEN JEUDI and the COUNTY wish to amicably resolve the claim for damages arising from the alleged wrongful death of JULIEN JEUDI that occurred on November 21, 2016.

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 the ESTATE OF JULIEN JEUDI the amount of ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$125,000.00), by a check made payable to the Trust Account of LAW OFFICE OF MICHAEL A. ACKER, P.A, f/b/o ESTATE OF JULIEN JEUDI.
3. The ESTATE OF JULIEN JEUDI acknowledges and agrees that it is responsible for the payment of any liens against this settlement and that the COUNTY shall not be responsible for any portion of said liens, subrogation claims or rights of reimbursement. The ESTATE OF JULIEN JEUDI, as well as any subrogation claims or rights of reimbursement, on behalf of itself and its officers, agents, employees, heirs, executors, administrators and assigns, further agrees to indemnify, defend, and hold the COUNTY, its officers, agents, elected officials, employees, their 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 liens, subrogation claims or rights of reimbursement.
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. The ESTATE OF JULIEN JEUDI 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 they may have against the COUNTY arising out of or relating to the aforementioned incident.

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 in the Pending Lawsuit, 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.

Marie Jean Jeudi
MARIE JEUDI, as Personal
Representative of the
ESTATE OF JULIEN JEUDI

Scott Marting
SCOTT MARTING
DIRECTOR, RISK MANAGEMENT

ATTEST:
Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____

By: _____

Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Yen P
Assistant County Attorney

RELEASE OF ALL CLAIMS

This Indenture Witnesseth that the ESTATE OF JULIEN JEUDI, in consideration of the sum of **ONE HUNDRED AND TWENTY FIVE THOUSAND DOLLARS and 00/100 (\$125,000.00)**, do hereby for its heirs, personal representatives and assigns, release and forever discharge Palm Beach County Board of County Commissioners, 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 the ESTATE of JULIEN JEUDI may hereafter sustain in consequence of an alleged wrongful death accident that occurred on or about the 21st day of November, 2016.

Claimant (ESTATE OF JULIEN JEUDI) agrees that it 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 said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representatives might hereafter assert because of said accident.

Signed and sealed this 11 day of JAN, 2018

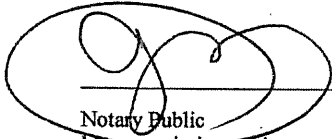
(CAUTION - READ BEFORE SIGNING)

MARIE JERAN JEUDI' Marie Jean Jeudi
Print Name Signature of Marie Jeudi, as personal Representative of the Estate of Julien Jeudi

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing document was acknowledged before me, an officer duly authorized in the State and County aforesaid this 11th day of Jan, 2018, by marie jeudi who is personally known to me or has produced FLDL as identification.

[seal]



Notary Public
My commission expires:



GIANA BUTTACAVOLI
MY COMMISSION # FF 970818
EXPIRES: March 14, 2020
Bonded Thru Budget Notary Service

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 01/12/2018 REQUESTED BY: County Attorney

REQUESTED FOR: Estate of Julien Jeudi v. Palm Beach County

REQUESTED AMOUNT: \$125,000.00 AGENDA DATE: February 6, 2018

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:  DATE: 1/18/18
Brian Palacios, Fiscal Manager