

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 16, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Risk Management		
Submitted By:	County Attorney's Office		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve full and final settlement and a release of all claims related to the personal injury claim by Hanaa Abdulrazzaq, for the sum of \$99,000.00.

Summary: On April 10, 2016, a Water Utilities Department (WUD) employee driving a truck, rear-ended and seriously injured claimant Hanaa Abdulrazzaq, who was a passenger in a 2002 Toyota Avalon that stopped at a red light at the intersection of State Road 441 and Glades Road in Boca Raton, Florida. After lengthy negotiations with the claimant's attorney, the Risk Management Department and its third-party administrator reached a settlement that is reasonable and serves the best interest of Palm Beach County. Countywide (DO)

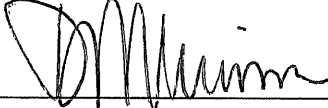

Background and Justification: The WUD employee was westbound on Glades Road in Boca Raton, approaching the intersection of State Road 441, on the way to a call when he was distracted and failed to notice traffic stopped ahead. The force of the impact from the WUD vehicle pushed the claimant's vehicle into another vehicle in front.

The claimant allegedly sustained injuries to the back, left shoulder, right hand, right elbow and right knee and was transported by emergency medical services to the West Boca Medical Center from the accident scene. She later treated with a chiropractor and underwent physical therapy. The majority of her complaints diminished over time with physical therapy and conservative treatment, however, the right knee pain persisted. An MRI revealed a complex tear of the posterior horn of the medial meniscus and, in April of 2017, the claimant had a total knee replacement surgery. The claimant incurred over \$105,000.00 in medical costs and was rendered an 8-10% permanent impairment to the whole body from this accident.

This full and final settlement is warranted based on the County's exposure for liability and damages, and the settlement eliminates the possibility of costly litigation.

Attachments:

1. Release of All Claims
2. Budget Availability Statement
3. Settlement Agreement

Recommended By:		9/27/18
	Department Director	Date
Approved By:		10/9/18
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019				
Capital Expenditures					
Operating Costs	\$99,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$99,000				
# ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item included in current budget? Yes No

Does this Item include the use of federal funds? Yes No


Budget Account No.: Fund 5010 Agency 700 Organization 7130 Object 4511

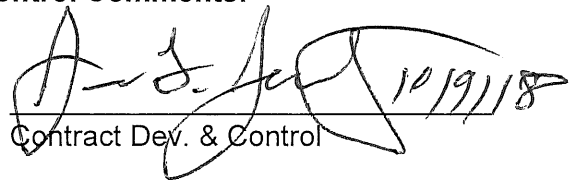
B. Recommended Sources of Funds/Summary of Fiscal Impact:
Palm Beach County Self Insured Fund

C. Departmental Fiscal Review:

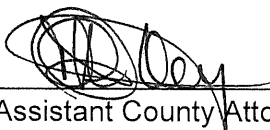
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:


 OFMB 9/27/18 ^{OR} 9/27 9/27


 Contract Dev. & Control 10/19/18

B. Legal Sufficiency


 Assistant County Attorney

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

00003

RELEASE OF ALL CLAIMS

Claim No.: 000103-010499-AB-03

Matter No.:

This Indenture Witnesseth that I, HANAA ABDULRAZZAQ, in consideration of the sum of NINETY NINE THOUSAND DOLLARS AND 00/100 (\$99,000.00), do hereby for my heirs, personal representatives and assigns, release and forever discharge PALM BEACFH COUNTY BOCC, DRIVER HAROLD RAMSAROOP, GALLAGHER BASSETT SERVICES, INC., 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 April, 2016, at or near Glades Rd. & St. Rd. 7, Boca Raton, Florida 33402.

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. Inclusive of the Medicare Lien.

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 his/ 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 I am more than 18 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.

Claim No.: 000103-010499-AB-03

I understand that the parties hereby released admit no liability of any sort by reason of said incident/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.

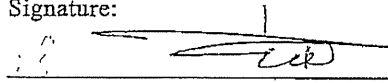
FRAUD WARNING: "Any person who, knowingly and with intent to injure, defraud, or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of a felony of the third degree."

Signed and sealed this _____ day of _____, 20____.
(CAUTION - READ BEFORE SIGNING)

Print name:

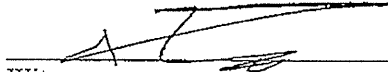
Hanaa Abdurazzag

Signature:

 (SEAL)

Mohammed Aljibori

Witness

 (SEAL)

STATE OF Florida)
) SS
COUNTY OF Broward)

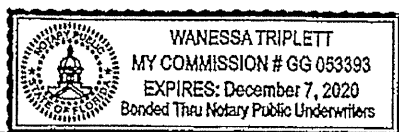
On this 7th day of August, 2018, before me personally appeared

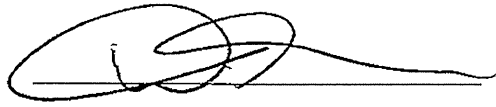
HANNA Abdurazzag to me known to be the person who executed the foregoing

instrument, and acknowledged that HANNA Abdurazzag executed the same as Hanna

Abdurazzag free act and deed.

My commission expires _____





Notary Public

ATTACHMENT 2

BUDGET AVAILABILITY STATEMENT RISK MANAGEMENT

REQUEST DATE: 09/26/2018

REQUESTED BY: County Attorney

REQUESTED FOR: Hanaa Abdulrazzaq v. Palm Beach County

REQUESTED AMOUNT: \$99,000

AGENDA DATE: October 16, 2018

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: 

DATE: 09/26/2018

Brian Palacios, Fiscal Manager

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of October 2018, by and between PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, (“COUNTY”), a political subdivision of the State of Florida, and HANAA ABDULRAZZAQ (“CLAIMANT”).

WHEREAS, CLAIMANT filed a claim against the COUNTY for damages arising from a motor vehicle accident that occurred on April 10, 2016, at the intersection of State Road 441 and Glades Road, Palm Beach County, Florida;

WHEREAS, the COUNTY has denied liability; and

WHEREAS, the parties hereto wish to amicably resolve that portion of the Pending Claim that involves the COUNTY without further litigation of the claims made.

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

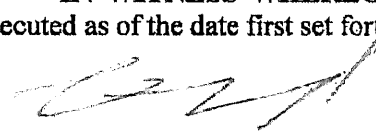
1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Within a reasonable time of full execution and receipt hereof, and subject to final approval by the Board of County Commissioners, the COUNTY shall pay to CLAIMANT the amount of NINETY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$99,000.00), by a check made payable to the Trust Account of Lee Friedland, Esq., and Hanaa Abdulrazzaq; Tax ID No. 200765238.
3. CLAIMANT acknowledges and agrees that she 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. CLAIMANT, as well as any subrogation claims or rights of reimbursement, on behalf of CLAIMANT and her officers, agents, employees, heirs, executors, administrators, and assigns, further agree 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. CLAIMANT 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 motor vehicle 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 in the Pending Claim, 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.



Claimant



Director
Risk Management Department

ATTEST:

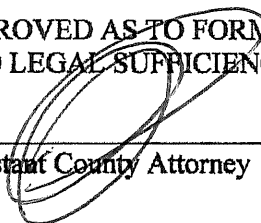
Sharon R. Bock,
Clerk and Comptroller

PALM BEACH COUNTY,
a Political Subdivision of the
State of Florida

Deputy Clerk

Mayor
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Assistant County Attorney