

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6/15/2021 ☒ Consent ☐ Regular  
☐ Ordinance ☐ Public Hearing  
Department:  
Submitted By: COUNTY ATTORNEY

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve a Settlement Agreement, inclusive of attorney's fees and costs, in the total amount of \$145,000 in the personal injury action styled Brittney Rivera vs. Palm Beach County Board of County Commissioners, Case No. 502018CA014894XXXXMB AF.

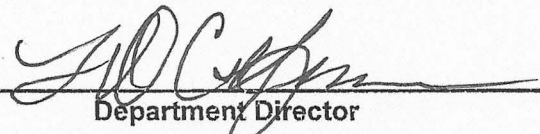
**Summary:** This is a personal injury lawsuit arising from a fall incident at Fire Station 19 in Jupiter. Plaintiff stepped into an open and unprotected main water valve box in the ground causing extensive injuries to Plaintiff's left shin, ankle, and knee resulting in two surgeries. Countywide (JM)

**Background and Justification (or Policy Issues):** On June 20, 2017, Plaintiff, Brittney Rivera a/k/a Brittney Sunser, a 37-year old female, was visiting Palm Beach County Fire Rescue Station No. 19 to donate food to the firefighters. While exiting the fire station through the front door, she encountered an uncovered, 12-inch deep main water valve box in the ground, which represented a hazardous condition. The box had been left uncovered by a County employee working on site earlier that day. Plaintiff stepped into the open hole causing her to fall and sustain multiple severe injuries, including several torn ligaments in her ankle, a torn ACL in her knee, as well as a number of abrasions and hematoma on her leg. As a result of the fall, Plaintiff underwent two surgeries – one to reconstruct her ankle and a second to repair the torn ACL. Due to her injuries and the required surgeries, Plaintiff incurred medical bills totaling \$101,845. Plaintiff continues to experience pain and limitations in her activities of daily living and work.

This full and final settlement is warranted based on the County's significant liability exposure and the magnitude of the injuries sustained by the Plaintiff. Therefore, it is recommended that the County approve the Settlement Agreement in the amount of \$145,000.00.

**Attachments:**

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

Recommended By:  \_\_\_\_\_  
Department Director Date

Approved By: N/A \_\_\_\_\_  
County/Deputy/Asst. County Administrator Date



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	145,000.00				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	145,000.00				
# 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:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB 5/24/21 6/5/21/21  
Contract Dev. & Control 6/7/21 6-57-21 Tu

B. Legal Sufficiency

Assistant County Attorney

C. Other Department Review

Department Director

## SETTLEMENT AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, (hereinafter referred to as the “COUNTY”), a political subdivision of the State of Florida, and BRITTNEY RIVERA a/k/a Brittney Sunser (hereinafter referred to as “RIVERA”).

WHEREAS, RIVERA sued the COUNTY in a lawsuit presently styled Brittney Rivera v. Palm Beach County Board of County Commissioners, Case No. 502018CA014894XXXXMB AF in the Circuit Court of Palm Beach County, Florida (hereinafter referred to as “Pending Lawsuit”), for damages arising from an incident that occurred on or about June 20, 2017 at or near Palm Beach County Fire Rescue Station No. 19 (hereinafter referred to as “Accident”);

WHEREAS, the COUNTY has denied liability and raised several affirmative defenses to the Accident in the Pending Lawsuit; and

WHEREAS, the parties hereto wish to amicably resolve the Pending Lawsuit without further litigation of the claims made and defenses raised therein.

**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 thirty (30) days after the COUNTY receives a fully executed original of this Settlement Agreement, and subject to final administrative/Board of County Commissioners approval, the COUNTY shall pay to RIVERA the amount of **ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00)**, by a check made payable to Sellars Marion & Bachi P.A. trust acct f/b/o Brittney Sunser , Tax I.D 65-0030117.
3. Within ten (10) days of receipt of the COUNTY’S payment, Dina Contrí, Esq. shall execute and deliver to the Palm Beach County Attorney’s Office (i) a Release of All Claims in the form of the attached hereto as Exhibit A, and (ii) the Stipulation and Final Order of Dismissal with Prejudice, in the form of the attached hereto as Exhibit B, which, in turn, the Palm Beach County Attorney’s Office will file with the court.
4. Dina Contrí, Esq. shall not disburse, and RIVERA shall not accept, any proceeds from the settlement check described in paragraph 2 above unless and until the Release of All Claims has been delivered to the COUNTY and the Final Order of Dismissal with Prejudice has been signed by the Circuit Court Judge assigned to the Pending Lawsuit.
5. RIVERA acknowledges and agrees that she is responsible for the payment of any and all medical bills and liens concerning, pertaining, or relating to the accident and pending lawsuit that the COUNTY shall not be responsible for any portion of said liens. RIVERA, on behalf of herself and her officers, agents, employees, heirs, executors, administrators and assigns, further



agrees to indemnify, defend, and hold the COUNTY and its officers, commissioners, agents, elected officials, employees, heirs, executors, administrators and assigns, harmless from and against all suits, actions, proceedings, claims, demands, and damages, including attorney's fees, arising out of or related to such liens or claims of lien.

6. Each party shall bear its respective attorney's fees and costs.

7. This Settlement Agreement does not constitute an admission of liability by any party. Rather, the COUNTY expressly denies liability, and has entered into this Settlement Agreement in order to buy its peace.

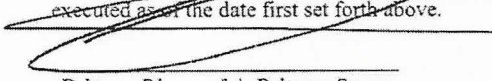
8. In any litigation brought to enforce the terms or remedy a violation of this Settlement Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees in addition to any other recovery.


9. RIVERA 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 that he may have against the COUNTY arising out of or relating to the Accident and Pending Lawsuit.

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

11. 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.

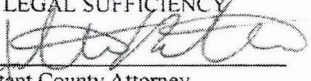
~~IN WITNESS WHEREOF, the parties have caused this Settlement Agreement to be executed as of the date first set forth above.~~

  
Brittney Rivera a/k/a Brittney Sunser  
Plaintiff

  
Reginald Duren, Fire Rescue Administrator  
Palm Beach County Fire Rescue

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

By:   
Assistant County Attorney

By: \_\_\_\_\_  
Mayor, Board of County Commissioners

ATTEST:  
JOSEPH ABRUZZO, Clerk and Comptroller

By: \_\_\_\_\_

**RELEASE OF ALL CLAIMS**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Brittney Rivera a/k/a Brittney Sunser, being of lawful age, for the sole consideration of **ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00)**, to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby and for her executors, administrators, successors and assigns, release, acquit and forever discharge **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter "COUNTY"), and their officers, agents, employees, heirs, executors, administrators, successors and assigns (together "Releasees"), none of whom admit any liability to the undersigned, but all of whom expressly deny any such liability, from any and all claims, demands, rights, damages, costs, loss of service, expenses, compensation, actions, causes of action or suits of any kind or nature whatsoever, which the undersigned may now have or which may hereafter accrue or develop, on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, and property damages, and any and all consequences thereof, relating to or resulting from an alleged accident that occurred on or about June 20, 2017 in Palm Beach County, Florida.

**FURTHERMORE**, the undersigned agrees that each party shall bear their own costs and attorney's fees, and the undersigned shall bear sole responsibility for any and all property damage, hospital, physician, diagnostic, rehabilitation, training, maintenance, medical or pharmaceutical expenses, bills, statements, liens or subrogable interests, of any nature whatsoever, which are or may be outstanding and payable on the date of execution of this release, or which may be incurred and payable in the future. The undersigned further agrees to indemnify and save harmless the

Releasees from any requests for payment or attempts for collection therefrom. Should legal action be instituted against the Releasees for payment or collection of the aforementioned expenses, the undersigned agree to indemnify and save harmless the Releasees for any attorney's fees, costs and/or judgments which may be entered against the Releasees with respect to the collection of the medical bills.

**FURTHERMORE**, the undersigned Plaintiff, Brittney Rivera a/k/a Brittney Sunser, agrees to hold harmless and indemnify the Defendant for any pre-settlement Medicare conditional payments and/or reimbursements demanded or required by the Medicare Secondary Payer Recovery Contractor (MSPRC), CMS, collection agencies, or any other governmental entity, currently known, discovered, or demanded in the future.

**FURTHERMORE**, the undersigned understands and agrees that this settlement is the compromise of a doubtful and disputed claim, and that the payment made shall not be construed as an admission of liability on the part of the Releasees, and that the Releasees deny any liability therefore and merely intend to avoid further litigation and buy their peace.

**FURTHERMORE**, the undersigned hereby declares and represents that any injuries sustained may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release the undersigned understands and agrees that the undersigned relied wholly upon the undersigned's own judgment, belief and knowledge of the nature, extent, effect and duration of any injuries and liability therefore, without reliance upon any statement or representation by the Releasees, or by their representatives or by any physician or surgeon employed by them.

**FURTHERMORE**, the undersigned states that while he hereby releases any and all claims

against the Releasees, and their officers, agents, employees, heirs, executors, administrators, successors and assigns, for both past and future losses, including medical expenses, health care expenses and related expenses, the necessity for future medical treatment and expenses incurred is speculative and unknown at this time and therefore, as a result, the undersigned reserve the right to pursue and recover all future medical expenses, health care expenses and related expenses, from any person, firm, or organization who may be responsible for payment of such expenses, including any first-party health or automobile insurance coverage, but such reservation specifically does not include the Releasees.

**FURTHERMORE**, notwithstanding the language contained in this Release, this release shall not be construed as releasing any medical providers for potential claims which may arise based upon treatment and care rendered as a result of the accident which is the subject of this Release. Moreover, this Release shall not be construed as releasing any health insurance carrier or other insurer from medical and lost wage benefits to which the Releasor is entitled.

**THE UNDERSIGNED** hereby declare that the undersigned has completely read, fully understood and voluntarily accepted the foregoing Release of All Claims for the purpose of making a full and final compromise settlement and adjustment of any and all claims, disputed or otherwise, on account of the injuries and damages set forth above, and for the express purpose of precluding forever any further or additional claims against the Releasees arising out of the aforementioned incident.

**THE UNDERSIGNED** hereby accepts the tendered settlement draft as final payment of the consideration set forth above.

IN WITNESS HEREOF, I, Brittney Rivera a/k/a Brittney Sunser, have hereunto set my



hand and seal this 26th day of May 2021.

IN THE PRESENCE OF:

WITNESS SIGNATURE

BRITTNEY RIVERA a/k/a  
BRITTNEY SUNSER

(PRINT WITNESS' NAME)

STATE OF Florida )  
COUNTY OF Palm Beach ) ss.

The foregoing two-page Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 26th day of May 2021, by Brittney Rivera (Sunser), in person / or virtually (circle on) who:

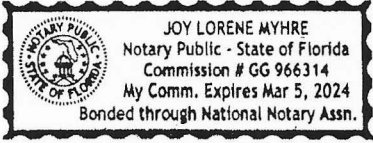
☒ is personally known to me; OR  
☐ has produced \_\_\_\_\_, as identification;

and who

☒ did take an oath; OR  
☐ did not take an oath.

and who executed the within Release of All Claims, and who acknowledged the within Release of All Claims to be freely and voluntarily executed for the purposes therein recited.

[seal]



Notary Public in and for  
Palm Beach County, FL

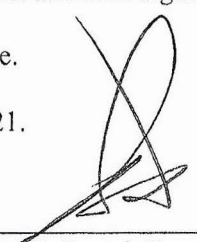
My commission expires: 3/5/2024



**STATEMENT OF ATTORNEY FOR RELEASOR**

I, **Dina M. Contri, Esq.** state that I am the attorney for Plaintiff, **Brittney Rivera a/k/a Brittney Sunser** (hereinafter, "Plaintiff"), the above-signed Releasor; that I have explained to Plaintiff all the terms of this Release and the Settlement Agreement upon which it is based; and that Plaintiff has represented to me that he understands all the terms and their significance. Plaintiff has signed this Release knowingly, voluntarily and on my advice.

DATED this 26<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Dina M. Contri, Esquire  
Florida Bar No.:  
Counsel for Plaintiff  
811 North Olive Avenue,  
West Palm Beach, Florida, 33401

BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

REQUEST DATE: May 18, 2021

REQUESTED BY: County Attorney

REQUESTED FOR: Brittney Rivera v. Palm Beach County

REQUESTED AMOUNT: \$145,000.00 AGENDA DATE: June 15, 2021

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:  DATE: 05/18/2021