

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 13, 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 amount of \$112,500 in the personal injury case styled Maria Campa vs. Palm Beach County Board of County Commissioners, Case No. 502020CA002368XXXMBAK.

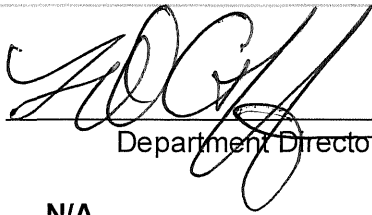
Summary: This is a personal injury lawsuit arising from a trip and fall incident on a public sidewalk in West Palm Beach. Plaintiff tripped on a raised area of sidewalk causing injuries to her left shoulder resulting in a shoulder replacement surgery. Countywide (SHH)

Background and Justification (or Policy Issues): On November 6, 2018, Plaintiff, Maria Campa, a 71 year old female, tripped and fell while walking on a public sidewalk near or at 2155 Prairie Road, in West Palm Beach. The sidewalk was uneven and raised approximately 2 inches off the flat ground, which represented a hazardous condition. Palm Beach County had not received any prior complaints about the sidewalk and therefore, the hazard was not marked or flagged. As a result of the fall, Ms. Campa sustained a shattered left shoulder and underwent a full reverse left shoulder replacement. Due to her injuries and the required surgery, Plaintiff incurred medical bills totaling \$244,976.73. Plaintiff continues to experience pain and limitation in her activities of daily living.

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 \$112,500.

Attachments:

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

Recommended By:  _____ Date _____
 Department Director

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

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs	\$112,500				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$112,500				
# 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:

Deborah Bauer 6/25/21

III. REVIEW COMMENTS

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

OFMB

6/25/21

Contract Dev. & Control

7-1-21 TW

B. Legal Sufficiency

Steve G. Smith
Assistant County Attorney

C. Other Department Review

Department Director

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

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of June, 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 MARIA CAMPA, (hereinafter referred to as "CAMPA").

WHEREAS, CAMPA sued the COUNTY in a lawsuit presently styled Maria Campa v. Palm Beach County Board of County Commissioners, Case No. 502020CA002368XXXXMB in the Circuit Court of Palm Beach County, Florida (hereinafter referred to as the "Pending Lawsuit"), for damages arising from an accident that occurred on or about November 6, 2018 while on the sidewalk in the vicinity of 2155 Prairie Road, in Palm Beach County, Florida (hereinafter referred to as "the 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; and

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 approval by the Board of County Commissioners, the COUNTY shall pay to CAMPA the amount of ONE HUNDERED AND TWELVE THOUSAND AND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$112,500.00), by a check made payable to "Searcy Denney Scarola Barnhart & Shipley, PA Trust Account f/b/o Maria Campa," Tax I.D. No. 59-1720203.
3. Within ten (10) days of receipt of the COUNTY'S payment, F. Gregory Barnhart, 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. F. Gregory Barnhart, Esq. shall not disburse, and CAMPA 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. CAMPA acknowledges and agrees that she is responsible for the resolution 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. CAMPA, on behalf of herself and her officers, agents, employees, heirs, executors, administrators and assigns, further agrees to satisfy all 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, a violation of any professional rule, professional standard, order, ruling, law, statute, regulation, contract, or covenant, express or implied 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. CAMPA 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. CAMPA further states that she has the requisite authority to execute this General Release, she has carefully read this Settlement Agreement and it has been fully explained to her that she has had the Settlement Agreement reviewed by her attorney, and that she fully understands its final and binding effect, and that the only promises made to her to sign the Settlement Agreement are those stated in the Settlement Agreement, and that CAMPA is signing this Settlement Agreement voluntarily with the full intent of releasing COUNTY of all claims.

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

12. CAMPA desires now to settle completely and for all time existing disputes between or among them, arising from or relating to any and all injuries, damages, to person or property known, even though now unexpected or unknown, and/or brought, and/or which could have been brought in the Pending Lawsuit, including, but not limited to, the incident which occurred on or about November 6, 2018.

13. 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.

Maria Campa
Plaintiff, MARIA CAMPA

Adam Faustini
Adam Faustini
Road and Bridge Division Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

ATTEST:
Joseph Abruzzo, Clerk & Comptroller

By: _____

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Mayor, Board of County Commissioners

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Maria Campa ("Releasor"), being of lawful age, for the sole consideration of **ONE HUNDRED AND TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$112,500.00)**, 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 accident that occurred on or about **November 6, 2018** while on the sidewalk in the vicinity of 2155 Prairie 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.

FURTHERMORE, the undersigned Plaintiff, Maria Campa, agrees to satisfy and resolve 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 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 therefor 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.

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BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 06/23/2021

REQUESTED BY: County Attorney

REQUESTED FOR: Maria Campa vs. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$112,500

AGENDA DATE: July 13, 2021

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:  _____

DATE: 06/23/2021

Brian Palacios, Fiscal Manager