

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 23, 2022 [X] Consent [] Regular
 [] Ordinance [] Public Hearing
 Department: Palm Tran
 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 \$100,000.00 in the personal injury action styled Sharon O. Clegg and Shananh M. Clegg v. Palm Beach County, Case No. 50-2021-CA-008770.

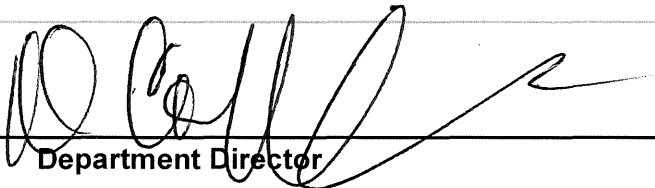
Summary: This is a personal injury lawsuit arising from a motor vehicle accident involving driver, Sharon Clegg, passenger, Shananh Clegg, and a Palm Tran Bus in West Palm Beach. The Palm Tran bus rear-ended the Plaintiffs’ vehicle causing injuries to their necks and backs, resulting in long-term chiropractic treatment, multiple injections, and recommendations for spine surgeries. Countywide (SHH)

Background and Justification (or Policy Issues): This case arose out of an August 3, 2020 motor vehicle accident involving driver, Sharon Clegg, passenger, Shananh Clegg, and a Palm Tran Bus. The bus rear-ended Plaintiffs’ stationary vehicle at the intersection of Okeechobee Blvd and Turnpike Road. Sharon Clegg (73 years old) was transported by Fire Rescue to Good Samaritan hospital with injuries to her neck and lower back. She received chiropractor treatments and injections in her back. Her total medicals related to this incident are \$53,725.41. Shananh Clegg (42 years old) was transported by a relative to Wellington Regional hospital, with injuries to her neck and lower back. She received chiropractor treatments and injections in her neck and back. Her total medicals related to this incident are \$81,713.88. Global total medicals are \$135,439.29. Both Plaintiffs continue to experience pain and limitation in their activities of daily living and have been recommended for surgery.

This full and final settlement is warranted based on the County’s liability exposure and the injuries sustained by the Plaintiffs. Therefore, it is recommended that the County approve the Settlement Agreement in the amount of \$100,000.00.

Attachments:

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

Recommended By:  _____
 Department Director Date

Approved By: N/A _____
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	\$100,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$100,000				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes X No

Does this item include the use of federal funds? Yes No X

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 Dev. and Control Comments:

for review
delivered
8/11/22
Lucy Matis 8/11/22
 OFMB *ok 8-11-22* *8/11/22*

Joe S. Jandorf 8/12/22
 Contract Dev. & Control
8-12-22 TW

B. Legal Sufficiency

Sam W. H. H.
 Assistant County Attorney

C. Other Department Review

 Department Director

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



Memorandum Palm Beach County

Date: August 10, 2022

To: Jeremy Baker, Director of Administrative Services

From: Clinton B. Forbes, Executive Director 

RE: Delegation of Authority

Palm Tran
Administrative Offices
100 N. Congress Avenue
Delray Beach, FL 33445
(561) 841-4200
FAX: (561) 841-4291

Palm Tran Connection
50 South Military Trail
Suite 101
West Palm Beach, FL 33415-3132
(561) 649-9838
FAX: (561) 656-7156
www.palmtran.org

This memo confirms your designation as acting Executive Director beginning Wednesday, August 10, 2022 until my return on Saturday, August 13, 2022. I will be attending the Florida Public Transportation Association (FPTA) Board Meeting in Key West, FL. In this capacity, your authority shall extend to those decisions which cannot be practically deferred until my return, including but not limited to, exercising overall supervision.

Should you have any questions, please do not hesitate to contact me.

Thank you.

Distribution

Verdenia C. Baker, County Administrator
Todd J. Bonlarron, Assistant County Administrator
Palm Tran Executive Leadership Team (ELT)
All Palm Tran



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between PALM BEACH COUNTY (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Florida, and SHARON O. CLEGG and SHANANH M. CLEGG (hereinafter referred to as the "CLEGGS").

WHEREAS, the CLEGGS sued the COUNTY in a lawsuit presently styled SHARON O. CLEGG and SHANANH M. CLEGG v. PALM BEACH COUNTY, Case No. 502021CA008770XXXXMB(AF), in the Circuit Court of Palm Beach County, Florida (hereinafter referred to as "Pending Lawsuit"), for damages arising from a motor vehicle accident that occurred on August 3, 2020, when a Palm Tran Bus collided with Plaintiff's vehicle at or near Okeechobee Boulevard and the Florida Turnpike (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 the Release of All Claims (attached hereto as **Exhibit A**), and subject to final administrative approval, the COUNTY shall pay to SHARON O. CLEGG the amount of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)**, and shall also pay to SHANANH M. CLEGG the amount of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)**, by check made payable to William W. Price, P.A., Trust Account f/b/o Sharon O. Clegg and Shananh M. Clegg; Tax ID 65-0624065.
3. Within ten (10) days of receipt of the COUNTY's payment, William W. Price, Esq. and the CLEGGS shall execute and deliver to the Palm Beach County Attorney's Office the Stipulation for 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. William W. Price, Esq. shall not disburse, and the CLEGGS 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 Stipulation for Final Order of Dismissal with Prejudice has been filed with the Court in the Pending Lawsuit.
5. The CLEGGS acknowledge and agree that they are responsible for the payment of any and all medical bills and liens concerning, pertaining, or relating to the Accident and Pending

Lawsuit and that the COUNTY shall not be responsible for any portion of said bills or liens. The CLEGGs, on behalf of themselves and any of their officers, agents, employees, heirs, executors, administrators and assigns, further agree 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 any such bills, liens, or claims of lien related to the Accident and/or Pending Lawsuit.

6. The parties shall each bear their own 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.

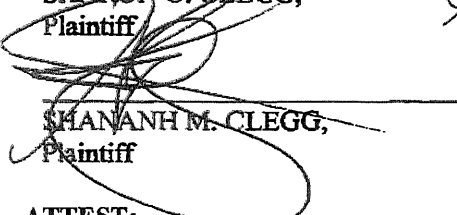
9. The CLEGGs declare and acknowledge that the terms of this Settlement Agreement have been completely read, fully understood, discussed with counsel, and voluntarily accepted as a full and final compromise of any and all claims that they may have against the COUNTY arising out of or relating to the 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.


SHARON O. CLEGG,
Plaintiff


SHANANH M. CLEGG,
Plaintiff

ATTEST:
Joseph Abruzzo, Clerk & Comptroller

By: _____


CLINTON B. FORBES
Executive Director, Palm Tran

*Jeremy Baker Director of Admin Services
for Clinton B. Forbes*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

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, **SHARON O. CLEGG**, being of lawful age and for the sole consideration of **FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$50,000.00)** and to **SHANANH M. CLEGG**, being of lawful age and for the sole consideration of **FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$50,000.00)** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby and for their executors, administrators, successors, and assigns, release, acquit and forever discharge **PALM BEACH COUNTY** (hereinafter "COUNTY"), and their officers, agents, employees, commissioners, 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 **August 3, 2020** in Palm Beach County, Florida.

FURTHERMORE, the undersigned agree that each party shall bear its 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, save, and hold 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 claims, the undersigned agrees 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 such claims.

FURTHERMORE, the undersigned agrees to hold harmless and indemnify the COUNTY 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 declares 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 WHEREOF, I, **SHARON O. CLEGG**, have hereunto set my hand and seal
this 28 day of July 2022.

IN THE PRESENCE OF:

[Signature]
WITNESS SIGNATURE

[Signature]
SHARON O. CLEGG

Kristin Hamilton
(PRINT WITNESS' NAME)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing document was acknowledged before me by means of physical presence
or online notarization, this 28 day of July, 2022, by Sharon Clegg
who is personally known to me or has produced
_____ as identification.



WILLIAM W. PRICE
Commission # HH 149918
Expires August 8, 2025
Bonded thru Budget Notary Services

[Signature]
Notary Public
My commission expires:

This space intentionally left blank

IN WITNESS HEREOF, I, SHANANH M. CLEGG, have hereunto set my hand and seal

this 20th day of July 2022.

IN THE PRESENCE OF:

[Signature]
WITNESS SIGNATURE

[Signature]
SHANANH M. CLEGG

Kristin Hamilton
(PRINT WITNESS' NAME)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing document was acknowledged before me by means of [] physical presence or [] online notarization, this 20 day of July, 2022, by Shananh Clegg who is personally known to me or has produced _____ as identification.

[stamp]



WILLIAM W. PRICE
Commission # HH 149916
Expires August 8, 2025
Bonded Thru Budget Notary Services

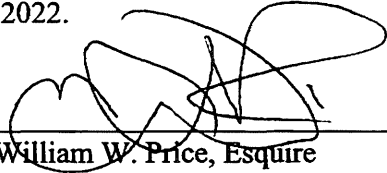
[Signature]
Notary Public
My commission expires:

This space intentionally left blank

STATEMENT OF ATTORNEY FOR RELEASOR

I, **William W. Price, Esq.**, state that I am the attorney for Plaintiffs, **SHARON O. CLEGG and SHANANH M. CLEGG** (hereinafter, "Plaintiffs"), the above-signed Releasor; that I have explained to the Plaintiffs all the terms of this Release and the Settlement Agreement upon which it is based; and that the Plaintiffs have represented to me that they understands all the terms and their significance. The Plaintiffs have signed this Release knowingly, voluntarily and on my advice.

DATED this 28 day of July 2022.



William W. Price, Esquire
Florida Bar No.: 313130
Counsel for Plaintiffs
William W. Price, P.A.
320 Fern Street
West Palm Beach, FL 33401
561-659-3212

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 8/8/2022

REQUESTED BY: County Attorney


REQUESTED FOR: Sharon & Shananh Clegg v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$100,000

AGENDA DATE: August 23, 2022

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: 
Brian Palacios, Fiscal Manager

DATE: 8/8/2022