

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 3, 2023       Consent     Regular  
 Ordinance     Public Hearing

Department: Risk Management

Submitted By: County Attorney's Office

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve full and final settlement and release of claimant, The Estate of Shirley Goldberg's personal injury claim, stemming from an incident involving a Palm Tran bus, for the sum of **Two hundred thousand dollars (\$200,000)**.

**Summary:** On August 18, 2021, at approximately 12:20pm, a Palm Tran bus operated by Steffon Monroe, exited the Westwinds Shopping plaza onto Glades Road in Boca and made contact with, Shirley Goldberg, a pedestrian walking within the crosswalk on Glades Road. Despite significant lifesaving measures on the scene and at Delray Medical Center, the claimant succumbed to her injuries shortly after the incident. Countywide (DO)

**Background and Justification:** On August 18, 2021, just after midday, Palm Tran bus Operator Steffon Monroe, drove the bus onto the crosswalk, across from Westwinds Shopping plaza on Glades Road, Boca Raton, and made contact with Shirley Goldberg, who was walking within the marked crosswalk. As a result of the impact, Ms. Goldberg succumbed to her injuries, and her Estate subsequently filed the statutory pre-suit notice of claim, against the County.

After much negotiation, the parties reached a settlement in accordance with FS 768.28, which governs the County's sovereign immunity limits for negligence claims. Full and final settlement is warranted as it serves the best interest of the County, considering that an adverse verdict could lead to an award well in excess of the sovereign immunity limit, and enable Ms. Goldberg's Estate to pursue legislative Claims Bill for the full amount awarded by a jury.

**Attachments:**

1. Budget Availability Statement
  2. Release of All Claims
- 

Recommended by:       9/25/2023  
Department Director      Date

Approved By:       9/29/23  
County Administrator      Date

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$200,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$200,000				
# ADDITIONAL FTE POSITIONS (CUMULATIVE)					

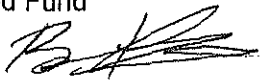
Is Item included in current budget? Yes No

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

**Budget Account No.:**

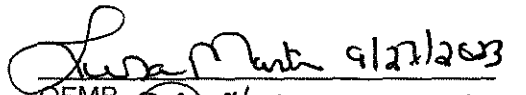
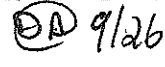

Fund 5010 Agency 700 Organization 7130 Object 4511

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:**

 9/27/23  
OFMB  9/26  9/26

  
Contract Dev. & Control  
9/29/23

B. **Legal Sufficiency**

  
Chief Assistant County Attorney

C. **Other Department Review**

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Department Director

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

BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

REQUEST DATE: 9/25/2023

REQUESTED BY: County Attorney

REQUESTED FOR: The Estate of Shirley Goldberg v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$200,000

AGENDA DATE: October 3, 2023

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:   
Brian Palacios, Finance Director

DATE: 9/25/2023



**GENERAL RELEASE OF ALL CLAIMS**  
**(STANDARD)**

**Recitals**

A. As used in this General Release, the term "Releasor(s)" shall mean The Estate of Shirley Goldberg as well as his/her/their heirs, executors, administrators, personal representatives, successors and assigns, jointly or severally, singular or plural, and any person in privity with them, wherever the context so admits or requires.


B. As used in this General Release, the terms "Releasee(s)" shall mean Palm Beach Board of County Commissioners, a political subdivision of the State of Florida, as well as his/her/its past, present and future agents, agencies, officials, commissioners, employees, boards, representatives, attorneys, successors and assigns, in both their individual and official capacities, and any entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.

C. Whenever used in this General Release the term "Insurer" shall mean Certain Underwriters at Lloyd's London, Brit Global Specialty, Preferred Governmental Claims Solutions as well as its/their agents, employees, servants, officials, representatives, attorneys, successors and assigns, and any entity or person in privity with them, jointly or severally, singular or plural, wherever the context so admits or requires.

WHEREAS, Releasor(s) allege(s) that he/she/they sustained injury and damages including personal injury, bodily injuries, and/or property damage, as a result of an incident or event which occurred on August 18, 2021 at Boca Plaza and Glades Road, Boca Raton, Florida; and

WHEREAS, as a result of the aforesaid incident (hereinafter referred to as "Subject Incident"), Releasor(s) claim(s) to have sustained damages, including but not limited to certain bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money and aggravation of a previously existing condition, loss of property or loss of use of property, loss of enjoyment of life, pain and suffering and emotional distress, which losses are claimed to be permanent and continuing and which losses are expected to be suffered in the future; and

WHEREAS, at the time of the aforesaid incident, there was in force and effect an insuring Agreement between Releasee(s) and Insurer providing coverage for this incident, pursuant to the terms and conditions of that Agreement; and

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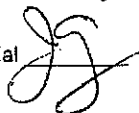


WHEREAS, Releasee(s) and Insurer have denied and continue to deny any wrongdoing and have denied and continue to deny any liability for the allegations which were the subject matter of the above-referenced claim, but are desirous of entering into a compromise settlement of this claim in good faith, to avoid litigation and attendant costs; and

WHEREAS, Releasor(s) has/have agreed to accept the total sum of Two Hundred Thousand Dollars and 00/100\*\* (\$200,000.00), in full and final compromise and settlement of any and all claims he/she/they may have, whether now not known or contemplated, against Releasee(s) and Insurer; to be disbursed to Releasor within forty-five (45) days of execution of this General Release of all Claims, by both parties.

NOW, THEREFORE, KNOW ALL MEN by these presents: That the said and undersigned Releasor(s) for and in consideration of the payment to him/her/them of the total sum of Two Hundred Thousand Dollars and 00/100\*\* (\$200,000.00), to him/her/them in hand paid, the receipt and sufficiency of which is hereby acknowledged, does/do hereby remise, release and forever discharge Releasee(s) and Insurer, of and from all manner of action and actions, cause and causes of actions, demands, damages, actions and causes of action of every kind, known and unknown, including but not limited to, any and all claims for wrongful death, personal injury, property damage, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasor(s) ever had, now has/have, or which any personal representative, successor, heir or assign of Releasor(s), hereafter can, shall or may have against said Releasee(s) and Insurer, by reason of any matter, cause or thing, from the beginning of the world to the date of these presents, arising out of or related to the above-described Subject Incident, and including but not limited to any and all claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, medical and hospital expenses, attorney's fees, civil rights violations, federal claims, statutory or common law claims, lost wages, impairment of earning capacity, physical, emotional or psychological injury, companionship and support, mental anguish, pain and suffering, bodily injury, past and future medical expenses, property damage or loss of use of property..

Releasor(s) state(s) that at the time of the execution of this General Release there are no outstanding claims or liens by way of reimbursement or subrogation by insurance carriers, attorneys, hospitals, medical providers or other entities including Medicare or Medicaid, for amounts paid or owed on behalf of Releasor(s) by reason of the incident which is described above, or, in the alternative, if there are any such outstanding claims or liens, Releasor(s) will indemnify and hold Releasee(s) and Insurer harmless from said amounts and will fully satisfy and resolve those claims including but not limited to any hospital liens, medical liens, attorneys

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liens, insurance liens and/or liens held by Medicaid or Medicare, any other governmental agency, or any other entity.

This General Release shall not be construed as an admission of liability or responsibility by Releasee(s) or Insurer, but is rather a compromise settlement designed to avoid litigation. Releasee(s) and Insurer specifically deny liability for the claims brought by Releasor(s), deny all allegations of Releasor(s) and deny any wrongdoing whatsoever.

Releasor(s) acknowledge(s) and agree(s) that this is a General Release of all claims. Releasor(s) expressly waive(s) and assume(s) the risk of any and all claims for damages, and any nature whatsoever, which exist as of this date, of which Releasor(s) does/do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect Releasor(s) decision to enter into this settlement and provide this General Release. Releasor(s) further agree(s) that he/she/they has/have accepted the sum specified herein as a complete compromise of all matters involving disputed issues of law and fact, and assume(s) the risk that the facts or law may be different than he/she/they believe them to be.

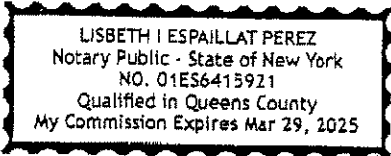
Releasor(s) further warrant(s) that no promise or inducement not herein expressed has been made; that this General Release is given in good faith and discharges Releasee(s) and Insurer from all liability; that the undersigned is over the age of twenty-one (21) years and legally competent and fully authorized to execute this General Release; that the undersigned has read the contents of this General Release, has been adequately represented by counsel of his own choice or has elected to retain counsel, and signs this General Release with full knowledge and appreciation of its meaning.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree which carries a maximum prison sentence of five years. Such actions may lead to criminal prosecution, the invalidation of this agreement and the full refund of any and all payments received through this settlement.

**THIS IS A GENERAL RELEASE - READ CAREFULLY BEFORE SIGNING**

IN WITNESS WHEREOF, the undersigned hereby set his/her hand and seal this 28<sup>th</sup> day of September, 2023.

Signed and sealed in the presence of:



Initial JG



[Signature]

Witness Ever Vaca  
Branch Manager

[Signature]

Witness Diego Dinker

Jayne A. Goldberg  
Releasor

Releasor

STATE OF ~~FLORIDA~~ New York  
COUNTY OF Queens

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2023 by Jayne Goldberg, who is personally known to me or who produced New York Driver license as identification and who did/did not take an oath.

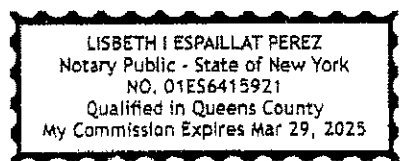
[Signature]

My Commission Expires: 03/29/2025

Notary Public

Event #/Claim #: EV2021368537 / 384819

Adjuster: Pam Winters



Initial JG