



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027
Capital Expenditures				
Operating Costs	\$150,000			
External Revenues				
Program Income(County)				
In-Kind Match(County)				
NET FISCAL IMPACT	\$150,000			
#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  
 Is this item using State 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:**

<p><u>ASDULL 7/23/24</u>                  OFMB      <u>JA 7/23</u>                                   <u>MC 7/23</u>      <u>CB 7/23</u></p>	<p><u>Brinda B. Mack 7/25/24</u>                  Contract Dev. &amp; Control  <u>7/25/24</u></p>
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**B. Legal Sufficiency**  
[Signature]  
 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 20th day of August 2024, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and CRAIG WILLIAMS ("WILLIAMS").

WHEREAS, WILLIAMS sued the COUNTY in a lawsuit presently styled *Craig Williams, Plaintiff, v. Palm Beach County, Defendant*, Case No. 2019CA015663MB AH, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from the termination of his employment with the Palm Beach County Water Utilities Department on or about July 8, 2019 (the "Termination");

WHEREAS, the COUNTY has denied liability, causation, and damages relating to the Termination, and has raised several affirmative defenses 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. By July 19, 2024, WILLIAMS' attorney, Gregory Sconzo, Esquire, shall deliver to the Palm Beach County Attorney's Office the following executed documents: 1) Settlement Agreement, and 2) Release of All Claims. These documents shall be held in trust by the County pending approval of the Settlement Agreement by the Palm Beach County Board of County Commissioners on August 20, 2024.
3. Subject to the approval of the Palm Beach County Board of County Commissioners, the COUNTY shall pay to WILLIAMS the amount of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)**, by a check made payable to Sconzo Law Office, P.A. IOLTA Account; Tax ID: 81-0899237. Upon receipt of the settlement funds, the parties shall execute and file a Stipulation and Final Order of Dismissal with Prejudice.
4. Gregory Sconzo, Esquire, shall not disburse, and WILLIAMS shall not accept, any proceeds from the settlement check described in Paragraph 3 above unless and until the executed Settlement Agreement and Release of All Claims have been delivered to the COUNTY and the executed Stipulation and Final Order of Dismissal with Prejudice has been filed.
5. WILLIAMS acknowledges and agrees that he is responsible for, and will resolve, the payment of any and all bills and liens he has incurred relating to the Termination and Pending Lawsuit, and that the COUNTY shall not be responsible for any portion of said bills and liens.
6. Each party shall bear their own attorney's fees and costs.
7. This Settlement Agreement does not constitute an admission of liability by any

Settlement Agreement  
Craig Williams v. Palm Beach County  
Case No.: 2019CA015663MB AH

party. Rather, the Parties expressly deny liability, and have entered into this Settlement Agreement in order to buy their 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. WILLIAMS 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 he may have against the COUNTY arising out of or relating to the Termination 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.

  
\_\_\_\_\_  
Craig Williams  
Plaintiff

  
\_\_\_\_\_  
Ali Bayat, P.E., PMP  
Utility Director, Palm Beach County Water  
Utilities Department

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: \_\_\_\_\_

**CRAIG WILLIAMS RELEASE OF CLAIMS TO PALM BEACH COUNTY  
REGARDING TERMINATION OF EMPLOYMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

**CRAIG WILLIAMS** (“**WILLIAMS**”) sued **PALM BEACH COUNTY** (“**COUNTY**”) in a lawsuit presently styled *Craig Williams v. Palm Beach County*, Case No. 2019-CA-015663MB AH, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the “**Pending Lawsuit**”), for damages arising from the termination of his employment with the Palm Beach County Water Utilities Department on or about July 8, 2019 (the “**Termination**”);

The undersigned, **WILLIAMS**, being of lawful age and for the sole consideration of **ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)** to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby for himself and for his agents, executors, administrators, successors, and assigns, release, acquit and forever discharge **COUNTY**, and its officers, agents, employees, commissioners, heirs, executors, administrators, successors, insurers, 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, employment damages, lost wages, loss of future earning capacity, front pay, reinstatement to employment, attorney’s fees, and any and all intangible, emotional distress, pain and suffering, and other damages arising out of or relating to **WILLIAMS**’ employment with the County, the **Termination**, and the **Pending Lawsuit**.

**FURTHERMORE**, the undersigned agrees that each party shall bear their own costs and attorney’s fees, and the undersigned shall bear sole responsibility for the payment of any taxes

pursuant to law as it may pertain to the settlement proceeds being paid by the **COUNTY** and received by **WILLIAMS**.

**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 damages sustained by him relating or pertaining to the **Termination and Pending Lawsuit**, be they economic and/or tangible (including but not limited to the loss of money, salary, all of the benefits enjoyed as a County employee, promotions, and retirement income), and non-economic and/or intangible (including but not limited to mental distress, pain and suffering), may be permanent into the future 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 damages and liability therefore, without reliance upon any statement or representation by the **RELEASEES**, or by their representatives or by any attorney employed by them. The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the Parties hereto and that the terms of this Agreement are contractual and not merely a recital.

**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 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 **Termination** and **Pending Lawsuit**. The undersigned has had the benefit of  
consultation with the attorney of his choice with respect to the review and execution of this Release  
of All Claims and is executing this release knowingly, freely and voluntarily.

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

IN WITNESS HEREOF, I, **CRAIG WILLIAMS**, have hereunto set my hand and seal this  
18 day of July, 2024.

IN THE PRESENCE OF:

Yasaine Telfer  
WITNESS SIGNATURE

Craig Williams  
CRAIG WILLIAMS

Yasaine Telfer  
(PRINT NAME OF WITNESS)

STATE OF Florida )  
COUNTY OF Miami-Dade )

The foregoing Release of All Claims was acknowledged before me, an officer duly  
authorized in the State and County aforesaid, to take acknowledgments, this 18<sup>th</sup> day of  
July, 2024, by Craig Williams, in person / or virtually (circle one)  
who:

- is personally known to me; OR
- has produced Illinois Driver License, as identification;  
and who
- did take an oath;

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

[seal]



ZACK PIERRE  
Commission # HH 345085  
Expires January 2, 2027

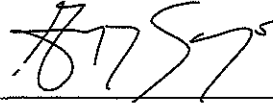
Zack Pierre

Notary Public  
My commission expires: 01/02/2027

**STATEMENT OF ATTORNEY FOR RELEASOR**

I, **Gregory S. Sconzo, Esq.**, state that I am the attorney for Plaintiff, **Craig Williams**, the above-signed Releasor; that I have explained to Mr. Williams all the terms of this Release, as well as the Settlement Agreement upon which it is based, and that Mr. Williams has represented to me that he understands all of the terms and their significance. Mr. Williams has signed this Release knowingly, voluntarily and on my advice.

DATED this 19th day of July, 2024.



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Gregory S. Sconzo, Esquire  
Sconzo Law Offices, P.A.  
3825 PGA Boulevard, Suite 207  
Palm Beach Gardens, Florida 33410  
Telephone: (561) 729-0940  
[greg@sconzolawoffice.com](mailto:greg@sconzolawoffice.com)



BUDGET AVAILABILITY STATEMENT  
RISK MANAGEMENT

REQUEST DATE: 7/18/2024

REQUESTED BY: County Attorney

REQUESTED FOR: Craig Williams v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$150,000

AGENDA DATE: August 20, 2024

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY: \_\_\_\_\_



Brian Palacios, Finance Director

DATE: 7/18/2024