Agenda Item #: 3D-2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 10, 2024	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Community Services		
Submitted By:	COUNTY ATTORNEY		
	0.5% + 0.00%	لمناسا مع كاحتار معاول مستوسي معاول معاول والمناز والم	

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 \$95,000, in the employment litigation styled *Carmen Krowel v. Palm Beach County*, Case No. 9:22-cv-81958-DMM.

Summary: On November 29, 2021, the Director of Community Services terminated Ms. Krowel's employment for unsatisfactory completion of her probationary period. Ms. Krowel subsequently filed a lawsuit against Palm Beach County in federal court, alleging that she was subjected to a hostile working environment because of her gender, race, color, and national origin. Ms. Krowel alleges that she suffered damages as a result of the hostile working environment and is seeking to recover damages for emotional pain and mental anguish as well as attorney's fees. After engaging in voluminous discovery, the parties have agreed to a resolution of the lawsuit subject to Board of County Commission review and approval. Countywide (AMP).

Background and Justification: Carmen Krowel was employed as an Assistant Veteran Services Officer with the Palm Beach County Community Services Department from approximately January 2021 through November 2021. On November 29, 2021, she was terminated for unsatisfactory completion of her probationary period. Ms. Krowel subsequently filed a lawsuit against Palm Beach County, Carmen Krowel v. Palm Beach County, Case No. 9:22-cv-81958-DMM, in the United States District Court for the Southern District of Florida, alleging claims of discrimination, hostile work environment, and retaliation under federal and state law. The District Court granted the County's motion for summary judgment and dismissed the discrimination and retaliation claims, but denied the motion to dismiss the hostile work environment claim, which was set for trial. Regarding the hostile work environment claim, Ms. Krowel seeks to recover damages authorized by statute, including emotional pain and mental anguish, along with attorney's fees.

This full and final settlement is warranted based on the County's liability exposure, as well as the damages authorized by the federal and state statutes. Therefore, it is recommended that the Board of County Commission approve the Settlement Agreement in the amount of \$95,000.

Attachments:

- 1. Settlement Agreement
- 2. Budget Availability Statement

Recommended By:	Sell Call	
· -	County Attorney	Date
Approved By:	N/A Country Administrator	Data
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027
Capital Expenditures		- 11-11-11-11-11-11-11-11-11-11-11-11-11		
Operating Costs	\$95,000			
External Revenues				
Program Income(County)				
In-Kind Match(County				
NET FISCAL IMPACT	\$95,000			
#ADDITIONAL FTE				
POSITIONS (CUMULATIVE				

1 1 L					
POSITIONS (CUMULATIVE					
	<u> </u>				L
Is Item Included in C	Surrent Budget?		Yes X	No	
Does this item include	de the use of fed	eral funds?	Yes	No X	
Is this item using Sta	ate Funds?		Yes	No X	
Budget Account N	o:				
Fund <u>5010</u>	Agency <u>700</u> (Organization _	7130	Object <u>4511</u>	
B. Recommended	Sources of Fun	ds/Summary	of Fiscal	Impact:	
C. Departmental F	iscal Review:				
III. REVIEW COMM	ENTS:				
A. OFMB Fisca	al and/or Contra	ct Dev. and C	ontrol Co	omments:	
0 -				on .	1
The Part	8/20/2027	Y)	renda	i MnacW	1/ 8/22/24
OFMB OB 860	5 EM 813	Contr	act Dev.	& Control	<u> </u>
B. Legal Suffic	iency	A			
Assistant C	ounty Attorney	<u>a_</u>			
C. Other Depar	rtment Review				
Department	Director				

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

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 14th day of August 2024, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and CARMEN KROWEL ("KROWEL").

WHEREAS, KROWEL sued the COUNTY in a lawsuit presently styled <u>Carmen Krowel</u>, <u>Plaintiff, v. Palm Beach County, Defendant</u>, Case No. 9:22-cv-81958-DMM, in the United States District Court, Southern District of Florida ("**Pending Lawsuit**"), for damages arising from her employment with Palm Beach County from approximately January 2021 through November 2021 ("**Employment**");

WHEREAS, the COUNTY has denied liability, causation, and damages relating to the Employment and Pending Lawsuit, and has raised affirmative defenses; and

WHEREAS, the Parties 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. This Agreement is subject to the approval of the Palm Beach County Board of Commissioners on September 10, 2024. This Agreement shall be null and void if not approved.
- 3. Subject to the approval of the Palm Beach County Board of County Commissioners, the COUNTY shall within twenty (20) days of approval pay to KROWEL the amount of NINETY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$95,000.00), by a check made payable to Morgan & Morgan, P.A.; Tax ID: 59-2920684. Upon receipt of the settlement funds, the parties shall execute and file a Stipulation and Final Order of Dismissal with Prejudice.
- 4. In consideration of the payment above, Krowel hereby acknowledged, does hereby for herself and for her 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"), 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, punitive damages, and other damages arising out of or relating to KROWEL's Employment with the County and the Pending Lawsuit.
- 5. KROWEL acknowledges and agrees that she is responsible for, and will resolve, the payment of any and all bills and liens she has incurred relating to the Employment and Pending

Settlement Agreement Carmen Krowel v. Palm Beach County 9:22-cv-81958-DMM

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 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. KROWEL 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 she may have against the COUNTY arising out of or relating to the Employment 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.

executed as of the date first set form above.	
CARMEN EXOWEL	James E. Green
CARMEN KROWEL Plaintiff	Dr. James Green Director, Palm Beach County Department of Community Services
APPROVED AS TO FORM AND LEGAL SUPPLICIENCY By: Assistant County Attorney Markw Pelino, ESB.	PALM BEACH COUNTY, a Political Subdivision of the State of Florida By: Mayor, Board of County Commissioners
ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller	
Ву:	
Pag	ge 2 of 2

BUDGET AVAILABILITY STATEMENT RISK MANAGEMENT

REQUEST DATE: <u>8/14/2024</u>

 $REQUESTED\ BY: \underline{County\ Attorney}$

REQUESTED FOR: Carmen Krowel v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$95,000

AGENDA DATE: September 10, 2024

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:____

Brian Palacios, Finance Director

DATE: <u>8/14/2024</u>