

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No
 Is this item using State 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:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

<p><u>[Signature]</u> 8/20/2024 OFMB CB 860 QA 880 EW 8120</p>	<p><u>[Signature]</u> 8/22/24 Contract Dev. & Control Mt 8/22/24</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 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 *Carmen Krowel, Plaintiff, v. Palm Beach County, Defendant*, 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.

DocuSigned by:
CARMEN KROWEL
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CARMEN KROWEL
Plaintiff

James E. Green
Dr. James Green
Director, Palm Beach County Department of
Community Services

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: [Signature]
Assistant County Attorney
Andrew Pelino, Esq.

PALM BEACH COUNTY,
a Political Subdivision of the State of Florida
By: _____
Mayor, Board of County Commissioners

ATTEST:
JOSEPH ABRUZZO, Clerk and Comptroller

By: _____

BUDGET AVAILABILITY STATEMENT
RISK MANAGEMENT

REQUEST DATE: 8/14/2024

REQUESTED BY: 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: 8/14/2024