Agenda Item #: 3D-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	January 14, 2025	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	ENGINEERING AND	PUBLIC WORKS	
Submitted By:	COUNTY ATTORNE	ΞΥ	
-eggy professor pages gen egenesas ja saammans gra skimmonadmakh tabilmakh faktib Arina k (hijibbin)	<u>I. EX</u>	ECUTIVE BRIEF	
inclusive of attorney	's fees and costs, in <u>Barquin and Car</u>	the total amount o ol Barquin v. Pa	ove a Settlement Agreement, if \$55,000, in the personal injury Im Beach County and Florida MB.
cover of a utility pul of the intersection of West Palm Beach, including total medi- into an agreement	I box that occurred of Congress Avenue Florida. The accided to bills of approximate to settle the laws costs, pending app	on January 7, 202 e and Collin Drive, dent resulted in pe nately \$52,989. P uit in the total ar roval by the Palm	Plaintiff stepping onto a broken 21, approximately 90 feet north on the westbound sidewalk, in ersonal injuries to Mr. Barquin, alm Beach County has entered nount of \$55,000, inclusive of Beach County Board of County
70 years old, steppe County pursuant to Palm Beach County sustained injuries t medicals billed to de	ed onto the broken c a Traffic Signal Mai and the Florida De to his left knee, re ate are approximate	over of a utility pull ntenance and Con partment of Trans sulting in medica ely \$52,989. Futu	ne Plaintiff, Ralph Barquin, then box maintained by Palm Beach pensation Agreement between portation. He is alleged to have I treatment and surgery. Total re medical treatment includes a mately \$48,500 - \$60,000.
	ies. Therefore, it	is recommended	County's liability exposure and that the County approve the
Attachments: 1. Settlement A 2. Release of A 3. Budget Avail	•		
Recommended By:	County Atto	offney	Date
Approved By:	County Adn	A ministrator	 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

C.

Other Department Review

Department Director

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$55,000				
External Revenues					
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT	\$55,000				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

POSITIONS (CUMULATIVE					
Is Item Included in Does this item incl Is this item using S	ude the use of fe		Yes <u>X</u> Yes Yes	No No <u>X</u> No <u>X</u>	
Budget Account	No:				
Fund <u>5010</u>	Agency <u>700</u> O	rganization <u>7</u>	130 Object	<u>4511</u>	
B. Recommende	d Sources of Fu	inds/Summan	of Fiscal Ir	npact:	
C. Departmental Fiscal Review:					
III. REVIEW COMI	MENTS:				
A. OFMB Fisc	cal and/or Contr	act Dev. and	Control Con	nments:	
OFMBCB 12/16 MD 12/16	12/16/2004		MMU ract Dev. &	Control 12.16.24	12/11/2
B. Legal Suffi					
maalatiit v	County Attorney	<i>f</i>			

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

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 14th day of January, 2025, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and RALPH BARQUIN and CAROL BARQUIN ("BARQUIN").

WHEREAS, BARQUIN sued the COUNTY and the FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") in a lawsuit presently styled Ralph Barquin and Carol Barquin, husband and wife, Plaintiffs, v. Palm Beach County and Florida Department of Transportation, Case No. 2023-CA-006998-XXXX-MB, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from a premise liability accident that occurred on or about January 7, 2021, approximately 90 feet north of the intersection of Congress Avenue and Collin Drive, on the westbound sidewalk of Congress Avenue ("Accident").

WHEREAS, the COUNTY has denied liability, causation, and damages, 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. Within thirty (30) days after the COUNTY receives a fully executed original of this Settlement Agreement and a fully executed Release of All Claims in the form of the attached hereto as Exhibit A, and <u>subject to final administrative approval and approval by the Palm Beach County Board of County Commissioners</u>, the COUNTY shall pay to Barquin the amount of FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00), by a check made payable to Philip L. Valente, Jr. PA Trust Account; Tax ID: 65-0805302.
- 3. Within ten (10) days of receipt of the COUNTY'S payment, Philip L. Valente, Jr., Esquire, and BARQUIN shall execute and deliver to the Palm Beach County Attorney's Office (i) 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. Philip L. Valente, Jr., Esquire, shall not disburse, and BARQUIN 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 as well as entry of the Order of Dismissal has been filed with the Court in the Pending Lawsuit.
- 5. BARQUIN acknowledges and agrees that they are responsible for, and will resolve, the payment of any and all bills, medical bills, and liens relating to the Accident and Pending

Case No.: 2023-CA-006998-XXXX-MB

Lawsuit, and that the COUNTY shall not be responsible for any portion of said bills and liens. BARQUIN, on behalf of themselves and 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 such bills, liens or claims of lien.

- 6. Each party shall bear its 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. BARQUIN shall 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 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.

Settlement Agreement Ralph Barquin and Carol Barquin v. Palm Beach County Case No.: 2023-CA-006998-XXXX-MB

IN WITNESS WHEREOF the Parties I	nave caused this Settlement Agreement to be
executed as of the date first set forth above.	mvo oddoor mis oottomone rigioomone to oo
	motour after
RÁLPH BARQUIN	Motasem Al-Turk,
Plaintiff and Duquin	Division Director V, Traffic Division Engineering and Public Works
CAROL BARQUIN Plaintiff	
APPROVED AS TO FORM	PALM BEACH COUNTY,
AND LEGAL SUFFICIENCY	a Political Subdivision of the State of Florida
Ву:	Ву:
Assistant County Attorney	Mayor, Board of County Commissioners
ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller	
Ву:	

EXHIBIT_____A

RALPH AND CAROL BARQUIN RELEASE OF CLAIMS TO PALM BEACH COUNTY FOR JANUARY 7, 2021, PREMISE LIABILITY ACCIDENT

KNOW ALL MEN BY THESE PRESENTS:

RALPH AND CAROL BARQUIN ("BARQUIN") sued PALM BEACH COUNTY ("COUNTY") in a lawsuit presently styled Ralph Barquin and Carol Barquin, Plaintiffs, v. Palm Beach County and Florida Department of Transportation, Case No. 2023-CA-006998-XXXX-MB, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from a premise liability accident that occurred on or about January 7, 2021, approximately 90 feet north of the intersection of Congress Avenue and Collin Drive, on the westbound sidewalk of Congress Avenue (the "Accident");

The undersigned, BARQUIN, being of lawful age and for the sole consideration of FIFTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00) to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby for themselves and for their 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, bodily and personal injuries, and property damages, and any and all consequences thereof, relating to or resulting from only the Accident 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 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, which relate or pertain to the Accident and Pending Lawsuit.

FURTHERMORE, the undersigned agrees to resolve any 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. 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.

Page 2 of 5

FURTHERMORE, the undersigned states that while they hereby release any and all

claims against the RELEASEES, and their officers, agents, employees, heirs, executors,

administrators, successors and assigns, for both past and future losses related only to the Accident

and Pending Lawsuit, 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 reserves 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 Medicare, any first-

party health or automobile insurance coverage, but such reservation specifically **DOES NOT**

INLCUDE 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 the

Pending Lawsuit and 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 only the RELEASEES arising out of the

aforementioned Accident. The undersigned has had the benefit of consultation with the attorney

Page 3 of 5

Release of All Claims

Ralph Barquin and Carol Barquin v. Palm Beach County

Case No.: 2023-CA-006998-XXXX-MB

of their 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 final payment of the consideration set forth above.

IN WITNESS HEREOF, I, RALPH BARQUIN, have hereunto set my hand and seal this IN THE PRESENCE OF: RALPH BARQUIN WITNESSES' NAME) STATE OF F COUNTY OF PAIM The foregoing Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 26th day of 2024, by KALPH CARGUIN virtually (circle one) who: is personally known to me; OR ______, as identification; [] has produced _ and who did take an oath; OR **[**] did not 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. Notary Public LEILAP. PAVELIC MY COMMISSION # HH 271993 My commission expires: EXPIRES: August 19, 2026 Page 4 of 5

Ralph Barquin and Carol Barquin v. Palm Beach County Case No.: 2023-CA-006998-XXXX-MB

IN THE PRESENCE OF:
Brode houses Carol Baguin
WITNESS SIGNATURE CAROL BARQUIN
(PRINT WITNESSES' NAME)
STATE OF Florence) COUNTY OF Roll Beach)
The foregoing Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this day of virtually (circle one) who:
[] is personally known to me; OR [] has produced, as identification;
and who
[] did take an oath; OR [] did not 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]
Notary Public
My commission expires:
LEILA P. PAVELIC MY COMMISSION # HH 271993 EXPIRES: August 19, 2026

ЕХНІВІТ

IN THE CIRCUIT COURT OF THE 15^{TH} JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: 502023CA006998XXXXMB (AN)

RALPH BARQUIN and CAROL BARQUIN, husband and wife,

Plaintiffs,

v.

PALM BEACH COUNTY and FLORIDA DEPARTMENT OF TRANSPORTATION, Defendants.

STIPULATION FOR FINAL ORDER OF DISMISSAL WITH PREJUDICE

COMES NOW, Plaintiffs, RALPH BARQUIN and CAROL BARQUIN, with their attorney, joined by Co-Defendants, PALM BEACH COUNTY and FLORIDA DEPARTMENT OF TRANSPORTATION, by and through their attorneys, (collectively the "Parties") and show unto the Court that all matters in controversy have been compromised and settled to the satisfaction of the Parties. It is agreed that the action of the Plaintiff against the Co-Defendants be dismissed with prejudice, each party to bear its own costs and attorney's fees.

Dated this	day of January,	2025.

By:

Andrew M. Pelino, Esq. Florida Bar No.: 882410 Senior Assistant County Attorney 300 N. Dixie Hwy., Ste. 359 West Palm Beach, FL 33401 apelino@pbc.gov, aairey@pbg.gov By:

Philip L. Valente, Jr., Esq.
Florida Bar No.: 822124
Counsel for Plaintiff
1818 S. Australian Ave., Suite 302
West Palm Beach, FL 33409
phil@valentepa.com,
brooke@valentepa.com

By:

Luke G. Ford, Esq.
Florida Bar No.: 121839
Justin J. Quintero, Esq.
Florida Bar No.: 1038905
Counsel for FDOT
135 San Lorenzo Ave, Suite 820
Coral Gables, FL 33416

lford@alayonlaw.com, jquintero@alayonlaw.com

RALPH AND CAROL BARQUIN RELEASE OF CLAIMS TO PALM BEACH COUNTY FOR JANUARY 7, 2021, PREMISE LIABILITY ACCIDENT

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The undersigned, BARQUIN, being of lawful age and for the sole consideration of FIFTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00) to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby for themselves and for their 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, bodily and personal injuries, and property damages, and any and all consequences thereof, relating to or resulting from only the Accident 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 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, which relate or pertain to the Accident and Pending Lawsuit.

FURTHERMORE, the undersigned agrees to resolve any 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. 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.

Page 2 of 5

FURTHERMORE, the undersigned states that while they hereby release any and all

claims against the RELEASEES, and their officers, agents, employees, heirs, executors,

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and Pending Lawsuit, 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 reserves the right to pursue and recover all future

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organization who may be responsible for payment of such expenses, including Medicare, any first-

party health or automobile insurance coverage, but such reservation specifically **DOES NOT**

INLCUDE THE RELEASEES.

FURTHERMORE, notwithstanding the language contained in this Release, this release

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based upon treatment and care rendered as a result of the Accident which is the subject of the

Pending Lawsuit and 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 only the RELEASEES arising out of the

aforementioned Accident. The undersigned has had the benefit of consultation with the attorney

Page 3 of 5

Release of All Claims

Ralph Barquin and Carol Barquin v. Palm Beach County Case No.: 2023-CA-006998-XXXX-MB

of their 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 final payment of the consideration set forth above.

IN WITNESS HEREOF, I, RALPH BARQUIN, have hereunto set my hand and seal this			
26 day of Movember, 2024.			
IN THE PRESENCE OF:			
WIPNESS SIGNATURE	RATPH BARQUIN		
(PRINT WITNESSES' NAME)			
STATE OF FLM Beach)			
authorized in the State and County aforesaid-to	was acknowledged before me, an officer duly take acknowledgments, this day of the price of the p		
[X] is personally known to me; OR [] has produced	, as identification;		
and who			
[] did take an oath; OR [] did not take an oath.			
All Claims to be freely and voluntarily executed	J #		
	trli		
LEILA P. PAVELIC Notary Pul MY COMMISSION # HH 271993 My commis EXPIRES; August 19, 2026	olic ession expires:		
The state of the s	4 of 5		

IN THE PRESENCE OF:	
Productions	CarolBuzuin
WITNESS SIGNATURE	CAROL BARQUIN
PRINT WITNESSES' NAME)	
STATE OF FLM Beach)	
The foregoing Release of All Claim authorized in the State and County aforesaid. 2024, by	ns was acknowledged before me, an officer duly to take acknowledgments, this the day of the following, in person / or
is personally known to me; OR has produced	, as identification:
and who	
I did take an oath; ORI did not take an oath.	
and who executed the above Release of All C. All Claims to be freely and voluntarily execut	laims, and who acknowledged the above Release of ed for the purposes therein recited.
[seal]	MONG
Notary P	ublic 'ublic
My com	mission expires:
LEILA P. PAVELIC MY COMMISSION # HH 271993 EXPIRES: August 19, 2026	

BUDGET AVAILABILITY STATEMENT RISK MANAGEMENT

REQUEST DATE: <u>12/5/2024</u>

REQUESTED BY: County Attorney

REQUESTED FOR: Ralph Barquin and Carol Barquin v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$55,000

AGENDA DATE: January 14, 2025

BUDGET ACCOUNT NUMBER:

FUND: <u>5010</u> DEPT: <u>700</u> UNIT: <u>7130</u> OBJ: <u>4511</u>

BAS APPROVED BY:

Brian Palacios, Finance Director

DATE: <u>12/5/2024</u>