PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	March 11, 2025	[X] Consent	[] Regular [] Public Hearing	
Department:	PARKS & RECREATION	į į Oramanoo	[] r abno nearing	
Submitted By:	COUNTY ATTORNEY			

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 \$100,000.00 in the personal injury action styled <u>HANNAH RUMRILL V. PALM BEACH COUNTY</u>, Case No: 502023CA004769XXXXMB.

Summary: This is a personal injury lawsuit against the County for damages arising from injuries sustained by Hannah Rumrill ("Plaintiff") on August 3, 2022 at Coconut Cove Waterpark and Community Center, 20130 Regional Park Drive, Boca Raton, FL 33498 (the "Waterpark"). The Plaintiff sustained injuries to her neck going down an unmanned waterslide and underwent emergency surgery. Plaintiff's subsequent medical bills total \$563,116.72. Palm Beach County has entered into an agreement to settle the lawsuit with the Plaintiff in the total amount of \$100,000.00, inclusive of attorney's fees and costs, pending approval by the Palm Beach County Board of County Commissioners. Countywide (NWB)

Background and Justification: This case stems from an incident at Coconut Cove Waterpark and Community Center (the "Waterpark") in Boca Raton, Florida. On August 3, 2022, the management team at the Waterpark invited the seasonal employees, some of whom, including the Plaintiff, were minors, to an employee-only appreciation event at the Waterpark ("event"). The employees were allowed to use the waterslides and other water amenities while at the event. Five employees, three of whom were also lifeguards, were on duty at the Waterpark and assigned to supervise the event. A minimum of two lifeguards are required to monitor the waterslide at all times to ensure the safety of riders. However, on the day of the event there were no lifeguards assigned to the waterslide to safeguard riders down the waterslide.

The Plaintiff, then 17 years old, was a seasonal Palm Beach County Waterpark employee who was attending the employee-only appreciation event. She was not on duty and joined other employees sliding down the waterslide in a "train" formation. Plaintiff went headfirst down the waterslide and collided with another employee. After the collision and during the event the Plaintiff complained of neck pain. After the event, the Plaintiff went home and was later transported to West Boca Medical Center's emergency department where she was diagnosed with a fractured neck. The Plaintiff was then transported by ambulance to Delray Medical Center and underwent emergency surgery on August 4, 2022. Her surgery included a discectomy and joint fusion at the C5-C6 level of her cervical spine, which required incisions on both the front and back of her neck. As a result of the injury, Plaintiff incurred medical bills totaling \$563,116.72.

This full and final settlement is warranted based on the County's liability exposure. Therefore, it is recommended that the County approve the Settlement Agreement in the amount of \$100,000.00.

Attachments:

- 1. Settlement Agreement
- 2. Release of All Claims

3.	Budget Availability Statement	/	/
		/	

Approved By:

County Attorney

Date

2/26/25

For County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$100,000				
External Revenues					
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT	\$100,000				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

(CUMULATIVE)						
		•	•	•		
Is Item Included in	Yes X	No				
Does this item inclu	ude the use of fe	deral funds?	Yes	No	X	
Does this item inclu	ude the use of st	ate funds?	Yes	No	X	
Budget Account i	۱o:					
Fund <u>5010</u> Age	Object <u>45</u>	<u>511</u>				
B. Recommende	d Sources of Fu	ınds/Summary	of Fiscal	Impac	t:	
C. Departmental	Fiscal Review:					
III. REVIEW COM	MENTS:					
A. OFMB Fisc	al and/or Contr	act Dev. and (Control Co	mmer	nts:	
		,	1 1	1.17	//	
June 10	t 2/18/2025	r /	rundo		aUUS2	120/05
OFMB OB 2118	JA allo	Cont	ract Dev. 8	Cont	rol / 7,19,25	1 /25
B. Legal Suffi	DA 2(18			10	9211163	
D. Zogar Gam	Ciciloy					
The same of the sa	Mindred as Personal Action and Applied and Action assemption of the State of State o	The state of the s				
Assistant County Attorney						
O Other Desir						
C. Other Depart	artment Review	!				

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

Department Director

SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of January 2025, by and between PALM BEACH COUNTY (the "COUNTY"), a political subdivision of the State of Florida, and HANNAH RUMRILL ("RUMRILL").

WHEREAS, RUMRILL sued the COUNTY in a lawsuit presently styled <u>Hannah Rumrill</u>, <u>Plaintiff, v. Palm Beach County</u>, <u>Defendant</u>, Case No. 502023CA004769XXXXMB AE, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from the incident that took place at Coconut Cove Waterpark on or about August 3, 2022 (the "Incident");

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. Within ten (10) days of receipt of the COUNTY'S payment, Daniel C. Jensen, Esq. and RUMRILL shall execute and deliver to the Palm Beach County Attorney's Office 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.
- 3. Subject to the approval of the Palm Beach County Board of County Commissioners, the COUNTY shall pay to RUMRILL the amount of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)**, by a check made payable to Lytal, Reiter, Smith, Ivey & Fronrath, P.A., Trust Account f/b/o Hannah Rumrill; Tax ID: 59-258-0237. Upon receipt of the settlement funds, the parties shall execute and file a Stipulation and Final Order of Dismissal with Prejudice.
- 4. Daniel C. Jensen, Esquire, shall not disburse, and RUMRILL 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. RUMRILL 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 Incident, 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. RUMRILL 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 Incident.
- 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.

Hannah Rumrill Plaintiff	Jennifer Cirillo) Director II Director, Palm Beach County Parks & Recreation Department
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Assistant County Attorney	PALM BEACH COUNTY, a Political Subdivision of the State of Florida By: Mayor, Board of County Commissioners
ATTEST: JOSEPH ABRUZZO, Clerk and Comptroller	
By:	

RELEASE OF CLAIMS TO PALM BEACH COUNTY

KNOW ALL MEN BY THESE PRESENTS:

HANNAH RUMRILL ("RUMRILL") sued PALM BEACH COUNTY ("COUNTY") in a lawsuit presently styled Hannah Rumrill v. Palm Beach County, Case No. 502023CA004769XXXXMB AE, in the Fifteenth Judicial Circuit Court of Palm Beach County, Florida (the "Pending Lawsuit"), for damages arising from an incident that occurred on August 3, 2022 at Coconut Cove Waterpark in Boca Raton, Palm Beach County, Florida (the "Incident");

The undersigned, RUMRILL, being of lawful age and for the sole consideration of ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) to the undersigned in hand paid, the receipt and sufficiency whereof is 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"), 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 Incident 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 **Incident** 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.

FURTHERMORE, the undersigned states that while she hereby releases 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 Incident 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 any first-party health or automobile insurance coverage, but such reservation specifically <u>does not include</u> 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 **Incident** 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 she 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 Incident. The undersigned has had the benefit of consultation with the attorney of her 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, **HANNAH RUMRILL**, have hereunto set my hand and seal this <u>13</u> day of January, 2025.

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11/ 11	HE PRESENCE OF:	
	1	_ Harrier Muin
WITI	NESS SIGNATURE	HANNAH RUMRILL
	4 ()	
,	richal Bilduce:	
(PRII	NT WITNESSES' NAME)	
STAT COU	TE OF Florida NTY OF Pain Beach))
Jak	rized in the State and Count	All Claims was acknowledged before me, an officer duly y aforesaid, to take acknowledgments, this 13 day of the cook Runce'll, in person / or
Prs j	personally known to me; OF s produced	as identification;
and w	ho	
	did take an oath; OR did not take an oath.	
and w All Cl	ho executed the above Releataims to be freely and volunt	ase of All Claims, and who acknowledged the above Release of arily executed for the purposes therein recited.
	[seal]	Notary Public My commission expires:
		CINDY ANN WILKINSON MY COMMISSION # HH 211116 EXPIRES: April 26, 2028

BUDGET AVAILABILITY STATEMENT RISK MANAGEMENT

REQUEST DATE: 1/21/2025 REQUESTED BY: County Attorney

REQUESTED FOR: Hannah Rumrill v. Palm Beach County Board of County Commissioners

REQUESTED AMOUNT: \$100,000 AGENDA DATE: March 11, 2024

BUDGET ACCOUNT NUMBER:

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

BAS APPROVED BY:

Brian Palacios, Finance Director

DATE: <u>1/21/2025</u>