

HOLD HARMLESS AGREEMENT

WHEREAS, AFSCME Local 2432 (the “Union”), and the City of Hollywood, Florida (the “City”) are in the process of finalizing three new collective bargaining agreements (one for each of the three bargaining units represented by the Union – the General Employees, the Professional Employees, and the Supervisory Employees Bargaining Units) that will cover the period from October 1, 2018 to September 30, 2020; and

WHEREAS, in the course of bargaining over changes to retirement benefits, the parties discovered what appears to be a scrivener’s error in the current pension plan that would entitle certain non-general fund employees to receive a pension based, in part, on a 3% multiplier for a limited period of time, when the parties agree that the multiplier should be 2.5%; and

WHEREAS, the parties wish to correct this scrivener’s error, but the Union has expressed a concern that one or more individuals who would be entitled to the 3% multiplier under a literal reading of the pension plan may challenge (i) any attempt by the parties, as a part of the current collective bargaining negotiations, to correct the scrivener’s error and (ii) any application by the Board of Trustees of the Employees Retirement Fund (the “Pension Board”) of a 2.5% multiplier instead of a 3% multiplier pursuant to the correction of the scrivener’s as a part of the current collective bargaining negotiations; and

WHEREAS, the Union has indicated its willingness to support the correction of the scrivener’s error if the City indemnifies the Union and the Pension Board;

NOW, THEREFORE, the City agrees as follows:

In consideration for Union's supporting the correction of the scrivener’s error described above, the City shall indemnify and hold harmless the Union and the Pension Board from and against all claims, suits, actions, damages, and causes of action made or filed by reason of or as a result of the City’s amendment of the City of Hollywood, Florida Code Section 33.025 for the correction of the scrivener’s error. Nothing in this Agreement shall be construed to affect in any way the City’s rights, privileges, and immunities under the doctrine of “sovereign immunity” and as set forth in Section 768.28, Florida Statutes.

ATTEST

CITY OF HOLLYWOOD, FLORIDA

Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only.

Douglas R. Gonzales, City Attorney