

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into this ____ day of February, 2024 by and between the City of Hollywood ("City"), a Florida municipal corporation, and Eric Guerrero ("Guerrero") (collectively referred to as the "Parties"). The Effective Date shall be the date this Agreement is signed by the City, as noted in paragraph 8 of this Agreement.

Recitals

WHEREAS, Guerrero was employed by the City as a Battalion Chief within the City's Fire Department; and

WHEREAS, on or about March 20, 2023, the City terminated Guerrero's employment; and

WHEREAS, on or about March 29, 2023, Guerrero requested a hearing before the City's Civil Service Board to appeal the City's decision to terminate Guerrero's employment (the "Appeal"); and

WHEREAS, the hearing on the Appeal was scheduled to occur on February 20 and 22, 2024; and

WHEREAS, the Parties recognize that the resolution of their differences in a manner favorable to their respective interests cannot be reasonably predicted, and that litigation and/or administrative action to resolve these differences will require the expenditure of significant funds and resources by both Parties; and

WHEREAS, the Parties prefer to enter into a compromise in order to avoid the uncertainties and expense of future proceedings.

NOW THEREFORE, in consideration of their mutual promises contained herein, the Parties hereby agree as follows:

Terms

1. **Incorporation of Recitals.** The Parties agree and acknowledge that the foregoing Recitals to this Agreement are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

2. **Consideration.** In exchange for the mutual promises exchanged herein, the City agrees as follows:

- a) Guerrero shall submit a resignation letter to the City Manager indicating only that he has resigned from City employment effective March 7, 2024, and the City will issue a letter to Guerrero accepting said resignation;
- b) The termination letter issued to Guerrero, dated March 20, 2023 and the Notice of Intent to Terminate issues to Guerrero, dated March 13, 2023 will both be marked

“rescinded” and will remain in Guerrero’s personnel file in accordance with Florida law;

- c) Both Guerrero’s resignation letter and the City’s acceptance of same will also be placed in Guerrero’s personnel file; and
- d) The City will pay to Guerrero the gross amount of One Hundred Fifty-Nine Thousand Six Hundred and Fifty-Six dollars and No cents (\$159,656.00), less all applicable deductions and withholdings for tax, and all other purposes, resulting in a net payment of \$112,318.00, representing one (1) year of back pay at Guerrero’s salary as a Battalion Chief as of March 20, 2023. This payment shall be issued by the City within thirty (30) days from the effective date of this Agreement.

Guerrero agrees that he has been paid in full by the City and is not entitled to any further financial remuneration of any kind from the City other than as specified in paragraph 2.d above. In addition, Guerrero agrees that the consideration set forth in this paragraph is all he is entitled to receive from the City as settlement of any and all claims or demands against the City of any kind or nature that he once had or now has, including but not limited to all those claims reasonably related to or arising out of Guerrero’s employment with the City.

3. **Adequate Consideration.** Guerrero agrees that the consideration paid as set forth in Paragraph 2 above constitutes adequate and ample consideration for the rights and claims he is waiving under this Agreement and for the obligations imposed upon him by virtue of this Agreement. Guerrero further agrees that he will not seek reemployment nor seek to enter into any contractual services agreements with the City at any time or for any reason, nor in any manner as a contractor or business interest.

4. **Complete Release.** Guerrero hereby voluntarily releases, waives, and forever discharges any and all claims, rights, demands, actions, or causes of actions, of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, which he has or may have against the City, its officers, employees, and agents, from the beginning of the world until the date of execution of this Agreement, including, but not limited to, any claim(s) under:

- Florida Statute Section 440.205;
- The Comprehensive Pay Plan;
- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- The Florida Civil Rights Act of 1992;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Constitutions of the United States and the State of Florida;
- The Age Discrimination in Employment Act;
- The Older Workers Benefit Protection Act;
- Florida Wage and Hour Laws;
- Florida and federal whistle-blower laws, including 112.3187, Florida Statutes;
- The Internal Revenue Code;

- The Rehabilitation Act;
- The Public Employees Relations Act;
- The Consolidated Omnibus Budget Reconciliation Act;
- The Immigration Reform and Control Act of 1986;
- The Americans with Disabilities Act of 1990;
- The Fair Labor Standards Act;
- The Equal Pay Act of 1963;
- The Family and Medical Leave Act of 1993;
- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance; or
- Any public policy, contract, or common law claims, including any tort claims (e.g., negligent or intentional infliction of emotional distress; negligent retention, supervision or training; defamation; assault; battery; false imprisonment; wrongful termination; loss of consortium, etc.) whether based on common law or otherwise.

Guerrero understands that the foregoing list of causes of action, which have been waived, is meant to be illustrative rather than exhaustive, and understands and acknowledges that he is waiving and releasing the City, its officers, employees, and agents from any and all causes of action of any nature whatsoever. It is Guerrero's intention to fully, finally, and forever resolve and release any and all disputes he may have or believe himself to have against the City, its officers, employees, and agents with respect to any alleged acts occurring before the Effective Date of this Agreement (as defined in Paragraph 8 below), whether those disputes are presently known or unknown, suspected or unsuspected.

5. **No Lawsuits or Claims by Third Parties.** Guerrero waives the rights and claims set forth above and agrees not to institute, or have instituted by anyone, a lawsuit against the City or against any officer, employee, or agent of the City based on any such claims or rights. Guerrero further acknowledges and agrees that with respect to the rights and claims he is waiving, he is waiving not only his right to recover money or any other relief in any action he might commence, but also his right to recover in any action brought on her behalf by any other party.

6. **Time to Consider Signing Agreement.** Guerrero acknowledges that he has been given a reasonable period of time of not less than twenty-one (21) days within which to sign this Agreement. Guerrero understands and agrees that any changes or amendments to this Agreement, whether material or not, will not re-start the twenty-one (21) day period. Guerrero further understands and agrees that he may use all or any part of the twenty-one (21) day period to make a decision as to whether or not to sign this Agreement. In addition, Guerrero acknowledges that he has, in fact, taken a reasonable period of time to consider this Agreement.

7. **Seven (7) Day Period to Revoke.** Guerrero understands that he can revoke this Agreement within seven (7) calendar days after he signs it. The seven (7) day revocation period is counted by calendar days. If the seventh day falls on a Saturday, Sunday, or legal holiday, the seventh day will be the next business day. Any revocation within this period must be in writing and must be **received** by Michael S. Kantor, Esq., Weiss Serota Helfman Cole & Bierman, P.L., 2255 Glades Road, Suite 200E, Boca Raton, Florida, 33432, by 5:00 p.m. no later than the seventh day following Guerrero's execution of the Agreement. Guerrero understands and agrees that, in

the event that he revokes this Agreement, this Agreement will become null and void, and the City will owe nothing pursuant to this Agreement.

8. **Effective Date.** This Agreement will become effective upon the execution of this Agreement by the City Manager. Guerrero shall first execute the Agreement and deliver the signed resignation letter described in paragraph 2.b. above and, after the seven (7) day revocation period has expired, and if Guerrero has not revoked this Agreement, the City Commission will then vote on whether to approve this Agreement and, if approved, the City Manager will then execute this Agreement.

9. **Public Record.** Guerrero understands and agrees that under the Florida Public Records Law, Chapter 119, Florida Statutes, the City is required to, and shall upon request by any third party, disclose the terms of this Agreement, and the City shall comply with all federal, state, and local laws requiring disclosure of public records with respect to any record and/or document it holds.

10. **Non-Admission of Wrongdoing.** The Parties agree that neither this Agreement nor the furnishing of any consideration under this Agreement shall be construed as an admission by any party of any wrongdoing, liability or unlawful conduct.

11. **Governing Law and Interpretation.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction, and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. In the event that it becomes necessary for either party to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs in any such action. Venue for any litigation arising from this Agreement will be in Broward County, Florida.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and shall supersede any and all prior agreements, understandings, whether written or oral, between the Parties, except as specified in this Agreement. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made to them in connection with their decision to sign this Agreement except for those set forth in this Agreement.

13. **Consultation with an Attorney.** The Parties acknowledge that they have taken a reasonable period of time to consider the Agreement and have consulted with legal counsel before signing this Agreement or have decided against consulting with an attorney despite encouragement to do so.

14. **Amendment.** This Agreement may not be amended except by written agreement signed by all Parties.

15. **Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.

16. **Acknowledgement.** The Parties acknowledge that they have carefully read and understand this Agreement consisting of five (5) pages and agree that they have not made any representations other than those contained herein. Guerrero also acknowledges that he enters into this Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance, and this Agreement constitutes a full and absolute settlement and bar as to any and all claims he had, has, or may have against the City.

17. **Execution In Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be considered an original. All the counterparts together shall constitute one and the same instrument. Signature by facsimile or which is made electronically such as through Adobe Sign or DocuSign, will have the same effect as an original or manual signature.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below.

CITY OF HOLLYWOOD

ERIC GUERRERO

By: _____

Eric Guerrero

Eric Guerrero (Mar 6, 2024 10:52 EST)

Title: _____

Date: March 6, 2024

Date: _____

APPROVED AS TO FORM:

APPROVED BY:



Douglas R. Gonzales
City Attorney

Michael Pancier, Esq.
Attorney for Eric Guerrero

Settlement Agreement - Guerrero






2.28.2024.Ver2- DYH DEK Edits Clean

Final Audit Report

2024-03-06

Created:	2024-03-06
By:	Michael Pancier (mpancier@pancierlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8KVgdPDrwILApZw9CQOAeFTdEm55m5eS

"Settlement Agreement - Guerrero 2.28.2024.Ver2- DYH DEK Edits Clean" History

-  Document created by Michael Pancier (mpancier@pancierlaw.com)
2024-03-06 - 3:49:52 PM GMT- IP address: 64.80.140.98
-  Document emailed to Eric Guerrero (haz131medic@aol.com) for signature
2024-03-06 - 3:49:56 PM GMT
-  Email viewed by Eric Guerrero (haz131medic@aol.com)
2024-03-06 - 3:51:20 PM GMT- IP address: 104.28.57.246
-  Document e-signed by Eric Guerrero (haz131medic@aol.com)
Signature Date: 2024-03-06 - 3:52:55 PM GMT - Time Source: server- IP address: 68.74.133.227
-  Agreement completed.
2024-03-06 - 3:52:55 PM GMT