

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is entered into by and between Jeffrey Sheffel ("EMPLOYEE") and the City of Hollywood (the "EMPLOYER").

WHEREAS, EMPLOYEE is currently employed by EMPLOYER in the position of City Attorney pursuant to that certain Amended and Restated Agreement dated February 25, 2015, as amended ("Employment Agreement"); and

WHEREAS, EMPLOYEE and EMPLOYER have determined that it is in the best interest of each that the EMPLOYEE terminate his employment with EMPLOYER; and

WHEREAS, EMPLOYER and EMPLOYEE have agreed that EMPLOYEE will receive certain benefits and payments, as more fully detailed herein, in exchange for execution of this Agreement;

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, EMPLOYEE and EMPLOYER, intending to be legally bound, agree to the following:

1. **Termination of Employment.** Effective upon the exhaustion of all available accrued leave, including sick, vacation and holiday ("Leave"), EMPLOYEE's employment with EMPLOYER is terminated (the "Termination Date"). From the date of execution of this Agreement until the Termination Date, EMPLOYEE shall be paid in bi-weekly installments, along with all benefits to which he is entitled pursuant to the Employment Agreement (including the continued accrual of Leave), as he was preceding the execution of this agreement, and shall make himself available for consultation by phone when needed. Following the Termination Date, EMPLOYEE shall be paid the severance pay (base salary) provided in section 4 of the Employment Agreement in a lump sum payment, and said severance period shall be considered as City employment and credited towards City Attorney's years of service as an employee of the City. EMPLOYEE shall be allowed to retire on the day after the Termination Date with those benefits he has accrued during the period of his employment with EMPLOYER ("Credited Service"), including, but not limited to, the severance benefit and that benefit described in the second paragraph under "POLICY" in policy HR-042, with a revised date of December 5, 2016, which allows for the eligibility to continue individual and dependent coverage fully paid by the City.

2. **Full and General Waiver of All Rights and Claims.** Other than as described in this Agreement, EMPLOYEE hereby knowingly and 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 EMPLOYER (including but not limited to, its current and former members, officers, attorneys, employees, agents, successors and

assigns) from the beginning of the world until the date of execution of this Agreement, including, but not limited to, any claim(s) under:

- 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 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; or
- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance.

EMPLOYEE also acknowledges and agrees that this release and waiver bars any claim or demand for damages, costs, fees, or other expenses, including attorneys' fees, incurred in connection with his employment with EMPLOYER, the termination of that employment, or with any of the above-referenced claims. EMPLOYEE understands and agrees that, with respect to the claims he is waiving in this Agreement, he is waiving not only the right to recover money or other relief in any action he might institute, but also that he is waiving any right to recover money or any other relief whatsoever in any action that might be brought on his behalf by any other person or entity, including but not limited to, the United States Equal Employment Opportunity Commission or any other federal, state or local government agency or department.

EMPLOYEE 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 EMPLOYER from any and all causes of action of any nature whatsoever. It is EMPLOYEE's intention to fully, finally and forever resolve and release any and all disputes he may have or believe himself to have against EMPLOYER with respect to any alleged acts occurring before the effective date of this Agreement, whether those disputes presently are known or unknown, suspected or unsuspected.

3. **Covenant Not to Sue.** EMPLOYEE represents and agrees that he will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against

EMPLOYER and represents that he has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released by him herein.

4. **Consideration.** In consideration for EMPLOYEE's knowing waiver and release of all claims against EMPLOYER, EMPLOYER agrees to provide EMPLOYEE with the benefits described in Paragraph 1 above. The parties agree and acknowledge that the payment as delineated above constitutes good, valuable and sufficient consideration for EMPLOYEE'S full waiver and release of all claims and his fulfilling all other promises as set forth herein.

5. **Time to Consider Signing Agreement.** EMPLOYEE acknowledges that he has been given a reasonable period of time of not less than twenty-one (21) days within which to decide whether to sign this Agreement. EMPLOYEE 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. EMPLOYEE understands and agrees that he can use all or any part of the twenty-one (21) day period to decide whether to sign this Agreement. EMPLOYEE further acknowledges that he has, in fact, taken a reasonable period of time to consider this Agreement.

6. **Seven (7) Day Period to Revoke.** EMPLOYEE understands that he can revoke this Agreement within seven (7) calendar days after he signs it. (The seven 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 EMPLOYER'S City Manager by 5:00 p.m. on the seventh (7th) day following EMPLOYEE'S execution of this Agreement. EMPLOYEE understands and agrees that, in the event that he revokes this Agreement, this Agreement will become null and void, and the EMPLOYER will owe nothing pursuant to this Agreement.

7. **Miscellaneous.** The following additional terms and conditions shall be a part of this Agreement:

a. All benefits to EMPLOYEE not specifically mentioned will be honored in accordance with EMPLOYER'S policies and procedures.

b. Mutual Non-disparagement Clause/Neutral Employment Reference.

After the date of execution of this agreement, EMPLOYEE agrees that he shall not, directly or indirectly, take or attempt to take any of the following actions: disparage, defame or make derogatory or negative statements to any person or entity regarding EMPLOYER.

After the date of execution of this agreement, EMPLOYER agrees that its principals, elected officials and employees, shall not, directly or indirectly, take or attempt to take any of the following actions: disparage, defame or make derogatory or negative statements to any person or entity regarding EMPLOYEE.

Furthermore, EMPLOYER agrees to provide EMPLOYEE with a neutral job reference, including only confirmation of his dates of employment, position and, if authorized or required by public records law, salary as of the date of his separation from employment.

c. Subject to any applicable public records law, EMPLOYER and EMPLOYEE shall keep confidential all of the terms and provisions of this Agreement.

8. **Effective Date.** This Agreement will become effective upon the execution of this Agreement by EMPLOYEE and the expiration of the seven (7) day revocation period. After the seven day revocation period has expired, and if EMPLOYEE has not revoked this Agreement, the EMPLOYER will execute this Agreement.

9. **Governing Law and Severability.** 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. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either party. If the waiver language of this Agreement is declared unenforceable because of actions taken by EMPLOYEE or on his behalf, EMPLOYEE shall return all monies paid to him under this Agreement, this Agreement shall immediately become null and void, and EMPLOYER will owe nothing further pursuant to this Agreement.

10. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and shall supersede any and all prior agreements and understandings, whether written or oral, between the parties, except as otherwise specified in this Agreement. EMPLOYEE acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to sign this Agreement except for those set forth in this Agreement.

11. **Amendment.** This Agreement may not be amended except by written agreement signed by all parties.

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

13. **Acknowledgment.** EMPLOYEE acknowledges that he has carefully read and understands this Agreement and agrees that the EMPLOYER has not made any representations other than those contained herein. EMPLOYEE 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 EMPLOYER. Lastly, EMPLOYEE acknowledges that he has been advised in writing to consult with an attorney prior to executing this Agreement.

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THE PARTIES HAVE READ, UNDERSTOOD, AND FULLY CONSIDERED THIS AGREEMENT AND ARE MUTUALLY DESIROUS OF ENTERING INTO THIS AGREEMENT. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF COMPROMISE BETWEEN THE EMPLOYER AND EMPLOYEE. HAVING ELECTED TO EXECUTE THIS AGREEMENT TO FULFILL THE PROMISES SET FORTH HEREIN AND TO RECEIVE THE BENEFITS SET FORTH ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO RELEASE, WAIVE, AND SETTLE ALL CLAIMS HE HAS OR MIGHT NOW HAVE AGAINST EMPLOYER, CITY OF HOLLYWOOD, FROM THE BEGINNING OF TIME UNTIL THE EFFECTIVE DATE OF THIS AGREEMENT.

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

EMPLOYEE

EMPLOYER

By:_____

By:_____

Date:_____

Date:_____

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Approved as to form and legality for the use
and benefit of the City of Hollywood only:

Acting City Attorney