

CITY OF HOLLYWOOD
NOTICE OF INTENT AND AGREEMENT TO
PARTICIPATE IN THE PLANNED RETIREMENT BENEFIT

Employee's Name: _____.

Employee's Normal Retirement Date: _____.

Maximum Number of Years Employee May
Participate in the Planned Retirement Benefit: _____.

Employee's Latest Employment Termination (Resignation) Date: _____.
(which cannot exceed 360 months of service, inclusive of participation in the Planned Retirement
benefit, except as provided in the Hollywood Police Pension Plan Ordinance, Section _____).

EMPLOYEE'S ACKNOWLEDGEMENTS AND AGREEMENT:

I _____, having reached my Normal Retirement Date noted above,
have voluntarily entered this Notice of Intent and Agreement to participate in the Planned
Retirement Benefit under the terms and conditions set forth in the Hollywood Police Pension
Plan Ordinance, Sections _____.

As a result, in consideration for this Agreement to participate in the Planned Retirement benefit,
I hereby irrevocably agree to terminate my employment no later than my above-noted
Employee's Latest Employment Termination (Resignation) Date, or at any time before that date.

I agree that when my employment terminates, I may then elect how I wish to receive the Planned
Retirement benefit earned by that termination date, pursuant to the choices in the Hollywood
Police Pension Plan Ordinance, Section _____.

I agree that any lump sum payment, if elected, shall be calculated and paid pursuant to the
requirements of the Hollywood Police Pension Plan Ordinance, Sections _____.

Employee's Signature

Date

CITY'S ACKNOWLEDGEMENT AND AGREEMENT:

In consideration of this Employee's submission of this irrevocable written election to participate
in the Planned Retirement benefit, the City hereby agrees to maintain this Employee's right to
participate in the Planned Retirement benefit until the earlier of the date the maximum period
applicable to this Employee has been reached and the date this Employee's employment has
terminated pursuant to the terms of the Planned Retirement benefit in the Hollywood Police
Pension Plan Ordinance, and that no amendment to the Pension Plan may alter this right.

City Representative

Copies to:

CITY OF HOLLYWOOD
PLANNED RETIREMENT BENEFIT ELECTION AND
WAIVER AND RELEASE OF CLAIMS (“RELEASE”)

- (1) I, _____, hereby agree that, having reached my Normal Retirement Date, I am electing to participate in the Planned Retirement benefit provided in the Hollywood Police Pension Ordinance, and I also hereby agree that the effective date of my voluntary irrevocable resignation from employment with the City of Hollywood, Florida will be on or before _____. I have freely and voluntarily elected to participate in the Planned Retirement benefit as described in the Hollywood Police Pension Plan Ordinance and the other information provided with and in my Notice of Intent and Agreement to Participate, and in this Waiver and Release of Claims (“Release”).

- (2) In consideration for the opportunity to participate in and derive the benefits from the Planned Retirement benefit provided in the Hollywood Police Pension Plan, to which I acknowledge I would not otherwise be entitled and which I have freely and voluntarily elected, I hereby release, waive and discharge the City of Hollywood, Florida, and the Hollywood Police Officers Retirement System and its Board of Trustees, and any and all of their officers, employees, agents or successors, in both their individual and official capacities (collectively referred to herein as the “City and System”) from any and all claims, liabilities, demands, and causes of action, whether known or unknown, fixed or contingent, which I have or may claim to have against the City and System, arising out of my election to participate in the Planned Retirement benefit, and /or my voluntary irrevocable decision to resign my employment on the date specified above and in my (attached) voluntary letter of resignation (hereafter referred to as the “Planned Retirement claims”). This waiver and release includes, but is not limited to, any claim or lawsuit arising under the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the United States Constitution, 42 U.S.C. Sections 1981 through 1988, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act of 1963, the Fair Labor Standards Act, the Labor Management Relations Act, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Florida Civil Rights Act of 1992, the Florida Constitution, and any other applicable federal or state statute, or any local ordinance, or any common law cause of action, including without limitation, claims for employment discrimination based on age, race, sex, gender, national origin, religion, or any other protected category, breach of contract, constitutional violation, wrongful discharge, or claims of personal injury. I understand that the foregoing list of causes of action which have been waived is meant to be illustrative rather than all-inclusive.

- (3) I understand and agree that by making this voluntary election to participate in the Planned Retirement benefit and executing the letter of resignation (attached), I am giving up my right to continued employment I now have or might otherwise have had after the date my resignation becomes effective. I further understand that although my decision to voluntarily retire and resign will not be revocable after the expiration of the seven (7) day revocation period set forth in paragraph 8 below, I am not waiving any claims that may arise after the date on which I sign this Release.

- (4) I understand that nothing in this Release prohibits me from filing a charge with or participating in any investigation or proceeding before any federal, state or local governmental agency such as the Equal Employment Opportunity Commission. Notwithstanding my rights under the previous sentence, I understand that this Release precludes me from recovering any relief as a result of any charge, lawsuit, or proceeding brought by me or on my behalf arising out of my election to participate in the Planned Retirement benefit and my voluntary resignation.
- (5) I acknowledge that I have received a written explanation of the terms of the Planned Retirement benefit, including the applicable sections of the PBA Collective Bargaining Agreement and the City of Hollywood Police Pension Plan Ordinance, which set forth the terms and conditions of the Planned Retirement benefit, the applicability and eligibility requirements for such benefit, and the time limits applicable to the Planned Retirement benefit.
- (6) I acknowledge that I have been advised to consult with an attorney of my choosing prior to signing this Release, and further acknowledge that I had adequate time to consult with an attorney of my choosing prior to signing this Release.
- (7) I also acknowledge that before I signed this Release, I was given a period of at least forty-five (45) days within which to consider whether to participate in the Planned Retirement benefits and to sign the related Notice of Intent and Agreement to Participate, this Release and my voluntary irrevocable resignation letter, and that I was made aware that I could use any part of that forty-five (45) day period.
- (8) I acknowledge that I have been advised that following my signing of this Release, I will have a revocation period of seven (7) calendar days during which I may revoke this Release, and that this Release will not become effective or enforceable until the seven (7) calendar day revocation period has expired. I understand that in order to revoke this Release, I must hand-deliver my written notice of revocation to the Hollywood City Attorney at City Hall, City Attorney's Office, 4th Floor, 2600 Hollywood Boulevard, which must be received by the City Attorney before the close of business on or before the seventh calendar day after I sign this Release. This Release shall become effective and enforceable upon expiration of this seven (7) day revocation period, and my election to participate in the Planned Retirement benefit and my letter of resignation will be irrevocable. I also understand and agree that in the event I exercise my right of revocation under this paragraph, I will be ineligible to participate in the Planned Retirement benefit unless I timely re-submit the required written election forms within the filing deadline.
- (9) I acknowledge that this Release is not an employment agreement (implied or otherwise), and that while I participate in the Planned Retirement benefit I shall continue to be subject to the terms and conditions of employment that would have governed my employment had I not elected to participate in the Planned Retirement benefit.
- (10) I acknowledge that I have not relied on any representations, promises, or agreements of any kind made to go with me in connection with my decision to sign this Release except

those specifically set forth in this release and in the Planned Retirement ordinance. I agree that I have read and I fully understand this Release.

- (11) I agree that if any term or provision of this Release is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Release shall not be affected thereby.

Employee's Signature

Print Employee's Name

Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was executed before me this _____ day of _____, _____
by _____ who is personally known by me [or who has
produced _____ as identification] and who took an oath.

Notary Public
State of Florida at Large
Type or Print Name of Notary

CITY OF HOLLYWOOD
Employee's Voluntary Irrevocable Letter of Resignation
Planned Retirement Benefit

Date: _____

To: _____, Director of Human Resources

Via: _____, Chief of Police

From: _____

This is to advise you that the effective date of my voluntary irrevocable resignation from employment with the City of Hollywood, Florida shall be on or before _____.

Signature of Employee