

APPENDIX I

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement ("Agreement") is made by and between the City of Lake City, Florida, a municipal corporation, (hereinafter the "City") and Paul Dyal, (hereinafter called "Dyal") an individual.

WHEREAS, the City has employed Dyal as its City Manager; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Dyal's employment or termination thereof.

WHEREAS, the parties desire to set forth the terms and conditions governing Dyal's separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between the City and Dyal, including without limitation, any and all claims arising out of or in any way related to Dyal's employment with or separation from the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, City and Dyal agree and state:

1. **TERMINATION OF EMPLOYMENT.** Upon their mutual agreement, Dyal's employment shall terminate on the 19th day of October, 2023, which shall be Dyal's final date of employment.

2. **NO ADMISSION OF LIABILITY.** This Agreement is not an admission by Dyal or the City of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. **PAYMENT AND BENEFITS.** Dyal shall receive his regular paycheck for the pay period ending 29th day of October, 2023, on or before 3rd day of November 2023, Dyal shall receive on or before 22nd day of February, 2024, an additional payment to compensate for all his accumulated paid time off, including pre-effective date, of any variety, annual and sick at time of termination, subject to customary payroll deductions.

As consideration for this Agreement and the release contained within, and in full and complete satisfaction of all obligations due and owing Dyal, the City shall:

A. Pay Dyal an amount equal sixteen (16) workweeks of his current salary, subject to customary payroll deductions to include Dyal's portion of health, dental and vision insurance premiums for an equal number of weeks.

4. **SURRENDER AND VACATION OF EMPLOYER'S PROPERTY.** Upon execution of this Agreement, Dyal shall deliver all the City's property in his possession and further, shall vacate the City's property.

5. **RELEASE AND WAIVER OF CLAIMS.** In consideration of the benefits to be provided to Dyal pursuant to this Agreement, Dyal including his heirs and assigns hereby

provided to Dyal pursuant to this Agreement, Dyal including his heirs and assigns hereby irrevocably and unconditionally releases, acquits and discharges the City and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Dyal specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against the City.

Dyal specifically agrees to release all claims that he may have against the City under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Dyal expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

The City hereby irrevocably and unconditionally releases, acquits and discharges Dyal from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

6. REFERENCES AND NON-DISPARAGEMENT. If it is necessary for the City to provide a reference to a prospective employer, Dyal agrees that he will direct the prospective employer to contact the City Clerk. Additionally, Dyal and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

7. REPRESENTATIONS AND WARRANTIES. The undersigned parties hereby represent and warrant the following to the other:

- A. Dyal represents and warrants that: he is legally and mentally competent to sign this Agreement; he is the sole owner of any claims against the City; he has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential

claims has been sold, assigned or pledged to any third party; and he presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

- B. Dyal represents and warrants that he has not and will not file any complaints, charges or lawsuits against the City or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his employment, except Dyal expressly reserves the right to file a claim for unemployment benefits. Dyal further agrees to indemnify and hold the City harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by the City, arising out of any claim concerning the separation of employment that may hereafter be made by Dyal or any other party.
- C. The City represents and warrants that it has not and will not file any complaints, charges or lawsuits against Dyal with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Dyal's employment with the City or the separation of his employment from the City. The City further agrees to indemnify and hold Dyal harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Dyal, arising out of any claim arising from the separation of his employment that may hereafter be made by the City or any other party.
- D. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.
- E. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.
- F. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.
- G. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
- H. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

8. JURISDICTION. This Agreement shall be governed by the laws of the State of Florida, and the Columbia County Circuit Court shall have exclusive jurisdiction of any disputes arising

under this Agreement.

9. BINDING EFFECT. This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

THE CITY OF LAKE CITY, FLORIDA

BY: 
Stephen M. Witt /Date
Mayor

(SEAL)

ATTEST:

BY: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

BY: 
Thomas J. Kennon, III,
City Attorney

PAUL DYAL

BY:  10-27-23
Paul Dyal /Date