

Section 7: Termination

For the purpose of this agreement, termination shall exclude the applicable section of the City Personnel Policies and Procedures Manual and shall occur when one, or more, of the following occurs:

- A. The ~~super~~-majority of the City Council votes to terminate Dyal in accordance with the Charter or City Code at a properly posted and duly authorized public meeting.
- B. If the City reduces the base salary, compensation, or any other financial benefit of Dyal, unless it is applied in no greater percentage than the average reduction of all department directors, such action shall constitute a breach of this agreement and will be regarded as a termination.
- C. If Dyal resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the City Council that Dyal resign, then Dyal may declare a termination as of the date of the suggestion.
- D. If a breach of contract is declared by either party with a thirty (30) day cure period for either Dyal or the City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 17.

Section 8: Severance

Severance shall be paid to Dyal when employment is terminated as defined in Sections 7 and 8.

- A. If Dyal is terminated without cause, the City shall provide a minimum severance payment equal to ~~twenty sixteen~~ (2016) workweeks of salary at Dyal's then current rate of pay and ~~twenty sixteen~~ (2016) workweeks of employee benefits. This severance shall be paid in a continuation of salary on the then existing pay period basis, or lump sum, at the City's and Dyal's option.
- B. Dyal shall also be compensated for ~~all 500 all hours~~, including pre-effective date, ~~of~~ accrued paid leave/time off, of any variety, annual and ~~500 all hours of~~ sick at time of termination, whether with or without cause.
- C. If Dyal is terminated because of a felony conviction, or a plea of nolo contendere (no contest) or guilty to a felony charge, or for misconduct, as defined in section 443.036(29), Florida Statutes, then the City is not obligated to pay severance under this section.
- D. The termination and severance of Dyal shall be in accordance with the "Separation Agreement" agreed to by the City and Dyal.

Local and state laws and regulations shall control when any provisions within this section are found to conflict with such laws or regulations.

Section 9: Resignation

- A. In the event that Dyal voluntarily resigns his position with the City, Dyal shall provide a minimum of thirty (30) days' notice unless the City and Dyal agree otherwise. If the City Council offers to accept Dyal's resignation, by majority of the City Council, Dyal may resign and declare a voluntary termination as of the date of the offer to accept Dyal's resignation.

Section 10: Performance Evaluation

- A. The City and Dyal shall mutually agree upon a process, the criteria, and a form to be used for the annual evaluation of Dyal within ninety (90) days from the effective date of this agreement. The City shall then review the performance of Dyal annually. **Dyal agrees with the use of the standard City evaluation form such as is utilized for the City Clerk. The evaluation shall occur in the month of August each year or as soon thereafter as practicable.**

The annual evaluation process, at a minimum, shall include the opportunity for both parties to:

- (1) conduct a formulary session where the City Council and Dyal meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period; and
 - (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year; and
 - (3) next meet and discuss the written evaluation of these goals and objectives; and
 - (4) present a written summary of the evaluation results to Dyal. The final written evaluation should be completed and delivered to Dyal within thirty (30) days of the initial formulary evaluation meeting.
- B. In the event the City deems the evaluation instrument, format and/or procedure is to be modified by the City and such modifications would require new or different performance expectations, then Dyal shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

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