

**SETTLEMENT AND GENERAL RELEASE AGREEMENT**

JUL -3 2014

THIS SETTLEMENT AND GENERAL RELEASE AGREEMENT (hereinafter referred to as "AGREEMENT"), is entered into by and between Officer Cleyton Bray, (hereinafter referred to as "BRAY"), the Florida State Lodge Fraternal Order of Police Inc. (hereafter, the "FOP") and City of Titusville, (hereinafter referred to as "CITY") or collectively referred to herein as "Parties".

WHEREAS, "BRAY" is employed by the "CITY" as a Police Officer, and

WHEREAS, "BRAY" was the subject of an Internal Affairs Investigation (0263-IA) regarding alleged misconduct involving violations of City of Titusville Police Department policies and procedures: and

WHEREAS, the investigative report was the basis for discipline that was taken by the "CITY"; and

WHEREAS, the Chief of Police sustained certain violations and those sustained violations in 0263-IA resulted in a three (3) day suspension of "BRAY"; and

WHEREAS, the "FOP" contends that "CITY" violated numerous articles of the collective bargaining agreement between the "CITY" and the "FOP" in disciplining "BRAY" which the "CITY" disputes; and

WHEREAS, on May 2, 2014, in accordance with Article 27, "Management Rights" of the Collective Bargaining Agreement, the Chief of Police demoted "BRAY" from the position of Police Lieutenant to the position of Police Officer effective May 5, 2014; and

WHEREAS, the "FOP" contends that the demotion was a form of discipline, and was imposed in violation of the collective bargaining agreement which the "CITY" disputes; and

WHEREAS, the "FOP" and "BRAY" requested that these disputes be resolved through binding arbitration, as is set forth in the collective bargaining agreement between these parties; and

WHEREAS, "BRAY", "FOP" and "CITY" are desirous of avoiding the uncertainties, expense, and inconvenience of any further proceedings and by entering into this Agreement neither party is admitting to any wrongdoing or violations of policy relating to 0263-IA or "BRAY's" demotion.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, it is hereby stipulated and agreed between "BRAY", "FOP" and "CITY" that in lieu of proceeding to arbitration on the grievances filed by "BRAY" and "FOP" regarding "BRAY's" demotion and three (3) day suspension, each of the following shall occur:

1. "CITY" agrees to reinstate "BRAY" as a Lieutenant *nunc pro tunc* to May 5, 2014, with back pay and pension credits, conditioned upon "BRAY" tendering his irrevocable written resignation to the Chief of Police on or before July 7<sup>th</sup>, 2014 resigning his employment with "CITY" effective September 7<sup>th</sup>, 2014. The parties agree that "BRAY's" resignation will be accepted upon presentation and that from July 7 thru September 7, 2014, BRAY will utilize his available leave time for compensation. The parties agree that the FDLE-CJSTC Form 61 (Affidavit of

Separation) shall read "7A. Administrative-Routine Voluntary Separation Not Involving Misconduct."

2. Upon submitting his resignation, "BRAY" shall report to Todd Hutchinson, or designee, and shall complete the check out process from the police department by tendering his service weapon, badge, and all other Department issued equipment. Thereafter, "BRAY" shall not perform the functions of a sworn police officer for the "CITY". The parties agree that Bray's resignation will be accepted upon presentation. Bray shall remain an employee of TPD through September 7, 2014, subject to compliance with this Agreement and "CITY" policies; however, he will utilize his accrued comp time, vacation and other leave time and not report to or work at the Police Department. During this period, while on leave, he will not actively perform the duties of a sworn police officer.
3. The "CITY" shall prepare a Memo to "BRAY's" file rescinding the three (3) day suspension imposed for the policy violations pursuant to IA Number 0263-IA and stating that the original sustained violations are now considered "Not Sustained" pursuant to this agreement.
4. Within forty eight (48) hours after the submittal of "BRAY's" resignation and reinstatement to Lieutenant, the "FOP" and "BRAY" will formally withdraw the grievance and arbitration request associated with the three (3) day suspension and demotion.
5. The parties agree that they will be responsible for their own attorney's fees as it relates to all matters covered by this AGREEMENT.

6. By entering into this AGREEMENT, "BRAY" and "FOP" do hereby release, acquit, satisfy and forever discharge "CITY", and each and every one of its current, former, and future agents, employees, officers, officials, and attorneys, in both their official and individual capacities, as well as their successors and assigns, from any and all actions, causes of action, claims, charges, grievances, demands, damages, expenses or costs (including attorney's fees) of whatever nature, in law or equity, whether in tort or contract, or arising under or by virtue of any federal, state, or local constitution, statute, ordinance or regulation, for injuries, losses, damages of any and every kind, including, but not limited to, earnings, wages, damages to personal or professional reputation, compensatory, punitive damages, and any and/or all employee benefits, which have accrued or may ever accrue to him, his heirs, executors, legal representatives, successors or assigns, from the beginning of the world until today, including, but not limited to, all matters arising out of employment with the "CITY", "CITY"s" right to investigate and discipline employees, and execution of this Agreement.
7. Further, "BRAY" understands that any Age Discrimination in Employment Act of 1967, as amended (hereinafter "ADEA") and Older Worker Benefit Protection Act of 1990 (hereinafter "OWBPA") claims waived are limited to those rights arising up to and including the date of execution of this AGREEMENT; any rights to claims arising subsequent to execution are not, and cannot be deemed waived by "BRAY".
8. The Parties to this AGREEMENT and their attorneys/representatives agree that this is a fair, equitable, and complete resolution of this matter. This AGREEMENT is based upon the particular circumstances of this case and does not establish, nor can it be

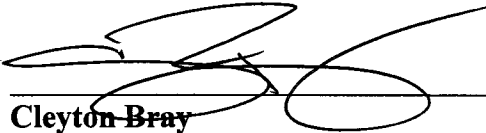
used as, a precedent or past practice for the resolution, disposition or challenge to any other disciplinary action.

9. "BRAY", "FOP" and "CITY" agree that this AGREEMENT constitutes their final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning all matters directly, indirectly, or collaterally related to the subject matter of this AGREEMENT.
10. "BRAY" acknowledges that he has carefully read and fully understands this AGREEMENT consisting of six (6) pages and that he has had reasonable time, up to 21 days, to consider the provisions of this AGREEMENT and has consulted with his attorney prior to executing this Agreement. "BRAY" further acknowledges and agrees that he enters into this AGREEMENT freely and voluntarily without coercion or duress and waives any claims of fraudulent inducement.
11. This AGREEMENT constitutes the entire understanding and agreement between "BRAY", "FOP", and "CITY" and can be modified, amended, or revoked only by written consent of both parties. The AGREEMENT may be executed in counterparts, which together shall constitute the complete AGREEMENT with the same force and effect as if all signatures were obtained in one document.
12. This AGREEMENT shall be interpreted pursuant to the laws of the State of Florida.
13. "BRAY" may revoke this AGREEMENT for a period of seven (7) calendar days following the day he executes this AGREEMENT. Any revocation within this period must be submitted, in writing, to Richard Broome, City Attorney, P.O. Box 2806, Titusville, FL 32796-2806, [richard.broome@titusville.com](mailto:richard.broome@titusville.com), and state, "I hereby


revoke my acceptance of our AGREEMENT.” The revocation must be personally hand delivered to Richard Broome or mailed to him and postmarked within seven (7) calendar days of execution of this AGREEMENT. This AGREEMENT shall not become effective or enforceable until the revocation period has expired. If the last day of the revocation period is a Saturday, Sunday, or legal holiday then the revocation period shall not expire until the next following day which is not a Saturday, Sunday, or legal holiday.

THIS AGREEMENT is executed by and between the parties on the dates and times


depicted below in Brevard County, Florida.

  
Cleyton Bray


Date: 7-2-14

  
Thomas A. Abbate,  
Interim City Manager

Date: 2 JUL 14

  
Richard Broome, Esq.  
City Attorney

Date: 7-2-14

  
George F. Hachigian  
General Counsel's Chief of Staff  
Florida State Lodge Fraternal Order of Police Inc.

Date: 7-2-14