

**RELEASE AND SETTLEMENT AGREEMENT
AND AGREED SUSPENSION AND LAST CHANCE AGREEMENT**

WHEREAS, SAPD Officer Jeffrey W. Wooldridge was served with a contemplated indefinite suspension on September 2, 2015; and

WHEREAS, Officer Jeffrey W. Wooldridge was eligible to meet with the Chief of Police regarding the Contemplated Indefinite Suspension; and

WHEREAS, Police Chief Anthony L. Treviño, Jr., Officer Jeffrey W. Wooldridge, and the San Antonio Police Officers' Association have agreed to settle said appeal; **NOW THEREFORE**:

**FOR AND IN CONSIDERATION OF THE AGREEMENTS CONTAINED
HEREIN:**

SECTION 1. The San Antonio Police Department agrees to reduce the Contemplated Indefinite Suspension issued to Officer Jeffrey W. Wooldridge on September 2, 2015 in Internal Affairs investigation FC2015-105, which was based upon findings of misconduct after an investigation into incidents set out in the letter of Contemplated Indefinite Suspension. The San Antonio Police Department as part of the agreement will reduce the punishment in said suspension to a 30-day suspension without pay.

The Rules and Regulations of the San Antonio Police Department which Officer Jeffrey W. Wooldridge has violated are acknowledged to be as follows:

PROCEDURE 409 – MOBILE VIDEO RECORDING
(.06) RECORDING (A) All officers shall begin recording the following events upon receipt of call and continue recording until it is concluded; any deviations will require a supervisor's approval and must be documented in the officer's report or CFS comment entry field. (7) Vehicle crashes.

PROCEDURE 707 – CRASH INVESTIGATION (.04)
RESPONDING TO CRASHES (A) Responsibilities of first officer arriving at a crash scene: (6) Determine if the crash requires a police investigation or if it meets

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the criteria for the drivers to report it using TxDOT Form #CR-2: (a) The following types of crashes occurring on any street, highway or private property require a police investigation and the responding officer shall report the crash on the Web based TxDOT Crash Reporting and Analysis for Safer Highways, CRASH, Form #CR-3. (B) Officers handling crashes which are required to be handled on the Web based TxDOT Form #CR-3 as outlined in Section .04A of this procedure will: (3) Verify valid driver's license, current liability insurance, and check for active warrants on all drivers involved.

PROCEDURE 707 - CRASH INVESTIGATION (.06)
HIT-AND-RUN CRASH INVESTIGATIONS (A) Hit-and-Run Crashes - Personal Injury or Death (1) In addition to the Web based Texas Peace Officer's Crash Report, SAPD Form #12-D, Hit-and-Run/FSRA Supplement, is completed.

The factual basis for the instant disciplinary suspension is as follows:

On or about June 15, 2015, Officer Jeffrey W. Wooldridge responded to a minor accident in the intersection of E. Houston and N. New Braunfels Avenue at approximately 7:08 a.m. According to the dispatch key card, there was a hit and run accident, where one of the vehicles was attempting to flee the scene. Officer Wooldridge was the handling officer and failed to document the accident on Crash Report #CR3. Officer Wooldridge failed to complete the required SAPD form 12-D; Hit-and-Run/FSRA Supplement Officer Wooldridge also did not submit the required #CR-3 crash reports in the following incidents: SAPD15055000, SAPD15055200, SAPD15056735, SAPD15060701, SAPD15068771, and SAPD15078834.

In investigating the June 15, 2015 accident, Officer Wooldridge also failed to conduct a records check for valid driver's license for each driver, current liability insurance, and warrants. This investigation also

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revealed that Officer Wooldridge did not conduct a records check for active warrants, valid drivers' licenses, and current liability insurance for the following incidents: SAPD15055000, SAPD15055200, SAPD15056735, SAPD15060701, SAPD15068771, and SAPD15078834.

In investigating the June 15, 2015 accident, Officer Wooldridge also failed to initiate his COBAN video once he was assigned the call. This investigation also revealed that Officer Wooldridge did not utilize his COBAN unit for the following incidents: SAPD15055000, SAPD15055200, SAPD15060701, SAPD15068771, and SAPD15078834.

SECTION 2. In consideration for the San Antonio Police Department's agreement to reduce the Indefinite Suspension of Officer Jeffrey W. Wooldridge, Officer Jeffrey W. Wooldridge agrees to the following requirements:

Officer Jeffrey W. Wooldridge shall be suspended from duty for a period of 30 days effective as follows:

- A. Officer Jeffrey W. Wooldridge's 30 calendar day suspension in Internal Affairs investigation FC2015-105 will be served on the following dates: October 11, 2015 through November 9, 2015.
- B. Effective on the date of this agreement, Officer Jeffrey W. Wooldridge shall be referred to the Officer Concern Program.
- C. Officer Jeffrey W. Wooldridge will continue any program or individual requirements as may be imposed upon him by the Department's Officer Concern Program, until released from supervision under that program.
- D. When Officer Jeffrey W. Wooldridge returns to duty from his suspension, Officer Jeffrey W. Wooldridge will be assigned as determined by his supervisory chain of command, and agrees to comply with any additional duty restrictions as ordered by the Chief of Police.
- E. Following the execution of this agreement, Officer Jeffrey W. Wooldridge will continue or enter any program of counseling or mentoring ordered by the Chief of Police.
- F. Failure to successfully complete the plan/program within this time period, unless excused for good cause by the Chief of Police, will

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constitute a failure to comply with this Agreement, and grounds for discipline or termination.

SECTION 3. Upon the reports of Officer Jeffrey W. Wooldridge's supervising Captain and any other counselors or supervisors monitoring Officer Jeffrey W. Wooldridge, the Chief of Police at his sole discretion will determine when Officer Jeffrey W. Wooldridge has successfully completed the requirements of this Last Chance Agreement. Once the Chief of Police has determined that Officer Jeffrey W. Wooldridge has successfully completed the requirements of this agreement, and in no case more than two years after returning to duty from the above referenced 30-day suspension, Officer Jeffrey W. Wooldridge shall be returned to full duty, subject only to regular supervision.

SECTION 4. During Officer Jeffrey W. Wooldridge's participation in the programs, classes and duty assignments required under this agreement, Officer Jeffrey W. Wooldridge will continue to enjoy and receive the rights and entitlements made available by this agreement, State Law, and the Collective Bargaining Agreement between the City of San Antonio and the San Antonio Police Officers' Association, limited only as agreed herein by the parties to this agreement.

SECTION 5. If Officer Jeffrey W. Wooldridge fails to fulfill any provisions of this Agreement or if the Chief of Police sustains any violation of the following Department Rules or Procedures: Procedure 409, Mobile Video Recording or Procedure 707, Crash Investigation, the Chief of Police will issue a Contemplated Indefinite Suspension, hear Officer Jeffrey W. Wooldridge's response, and will decide if the provisions of this Agreement have been violated.

SECTION 6. Although Officer Jeffrey W. Wooldridge will be able to appeal to the Firefighters' and Police Officers' Civil Service Commission or to a third party hearing examiner under the provisions of Chapter 143 of the Texas Local Government Code and the Collective Bargaining Agreement the fact of whether a violation of this agreement occurred, and in the case of an indefinite suspension, Officer Jeffrey W. Wooldridge waives the right to appeal the level of penalty.

SECTION 7. This Agreement in no way limits the San Antonio Police Department's ability to discipline or terminate Officer Jeffrey W. Wooldridge for conduct arising subsequent to the date of this agreement. Nor does this Agreement in any way limit the San Antonio Police Department's right to

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use or make reference to the 30-day suspension described in paragraph 1 above as a basis, in part, to justify a decision to discipline or terminate Officer Jeffrey W. Wooldridge for any conduct arising during or subsequent to Officer Jeffrey W. Wooldridge's 30-day suspension.

SECTION 8. The filing of this Agreement with the Firefighters' and Police Officers' Civil Service Commission will notify them of this suspension and the facts underlying this action and is agreed by Officer Jeffrey W. Wooldridge and his attorney, Robert Leonard, to meet the notice and filing requirements of Chapter 143 of the Local Government Code.

SECTION 9. In consideration of the decision of the Chief of Police to reduce Officer Jeffrey W. Wooldridge's Contemplated Indefinite Suspension to a 30 calendar day suspension, Officer Jeffrey W. Wooldridge agrees that he has no right to appeal the suspension referenced above, and that he must, as a term of his employment, comply with the other requirements of this agreement, as set out above.

SECTION 10. IT IS FURTHER AGREED AND UNDERSTOOD THAT BY EXECUTION OF THIS AGREEMENT, OFFICER JEFFREY W. WOOLDRIDGE DOES HEREBY RELINQUISH AND WAIVE ANY RIGHT TO APPEAL SAID SUSPENSION TO THE FIRE FIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE COMMISSION, A THIRD-PARTY ARBITRATOR, THE DISTRICT COURT, OR ANY OTHER COURT HAVING COMPETENT JURISDICTION AND THAT THIS AGREEMENT IS INTENDED TO BE A FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, WHETHER ASSERTED OR NOT HAVING YET BEEN ASSERTED, ARISING OUT OF THE AFORESAID SUSPENSION. OFFICER JEFFREY W. WOOLDRIDGE FURTHER AGREES THAT HE WILL NOT CONTEST THIS AGREEMENT OR CONTEST THE VALIDITY OF THIS AGREEMENT IN ANY PROCEEDING WHATSOEVER INCLUDING, BUT NOT LIMITED TO, AN ADMINISTRATIVE PROCEEDING BEFORE THE SAN ANTONIO FIRE FIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE COMMISSION, A PROCEEDING BEFORE AN ARBITRATOR OR HEARING EXAMINER, OR A PROCEEDING BEFORE A COURT OF LAW.

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SECTION 11. OFFICER JEFFREY W. WOOLDRIDGE, FOR HIMSELF, HIS HEIRS, EXECUTORS, AND ASSIGNS, DOES HEREBY RELEASE, DISCHARGE, AND ACQUIT THE CITY OF SAN ANTONIO, TEXAS, ITS SUCCESSORS, ASSIGNS, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, HIS HEIRS, EXECUTORS, ASSIGNS, AGENTS, SERVANTS,

AND EMPLOYEES, AND ANTHONY L. TREVIÑO, JR., HIS HEIRS, EXECUTORS, ASSIGNS, AGENTS, SERVANTS, AND EMPLOYEES FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, INCLUDING THOSE ARISING OUT OF CHAPTER 554 OF THE TEXAS GOVERNMENT CODE, CLAIMS, OR DEMANDS FOR DAMAGES, COSTS, EXPENSES, COMPENSATION, OR CONSEQUENTIAL DAMAGES, KNOWN OR UNKNOWN, ASSERTED OR NOT, ARISING OUT OF THE AFORESAID SUSPENSION.

SECTION 12. Officer Jeffrey W. Wooldridge acknowledges that he has relied upon his own judgment and that of his attorney, Robert Leonard, in negotiating this Release and Settlement Agreement and Agreed Suspension and Last Chance Agreement and that he has carefully read the agreement, that he knows and understands the contents of the agreement, and that he is satisfied with the contents of the agreement.

SECTION 13. The San Antonio Police Officers' Association acknowledges that Officer Jeffrey W. Wooldridge has waived the right to file an appeal pursuant to the provisions of Chapter 143 of the Texas Local Government Code and the current or past collective bargaining agreements between the City of San Antonio and the San Antonio Police Officers' Association. The San Antonio Police Officers' Association further acknowledges that this Release and Settlement Agreement and Agreed Suspension and Last Chance Agreement does not violate any of the provisions of the aforementioned current or past collective bargaining agreements and that it does not constitute an amendment to any of those agreements.

SECTION 14. THE SAN ANTONIO POLICE OFFICERS' ASSOCIATION AGREES THAT IT WILL NOT CONTEST THIS AGREEMENT OR CONTEST THE VALIDITY OF THIS AGREEMENT IN ANY PROCEEDING WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, AN ADMINISTRATIVE PROCEEDING BEFORE THE SAN ANTONIO FIRE FIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE COMMISSION, A PROCEEDING BEFORE AN ARBITRATOR OR HEARING EXAMINER, OR A PROCEEDING BEFORE A COURT OF LAW.

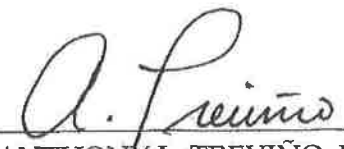
I hereby acknowledge receipt of the original of the foregoing Agreed Suspension. I acknowledge having received notification that I have ten days from the date of receipt of the instant suspension during which to file a written appeal of this suspension with the Personnel Director of the City of San Antonio requesting either arbitration or the hearing of my appeal by the Fire Fighters' and Police Officers' Civil Service Commission. I acknowledge that I have been informed

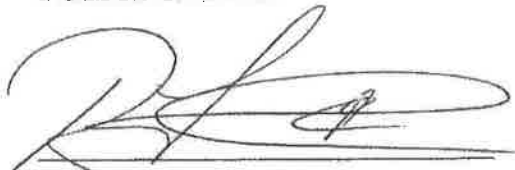
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that if I appeal to a hearing examiner/arbitrator, I waive all rights to appeal to a district court except as provided by subsection 143.057(j) of the Texas Local Government Code. I also acknowledge that I have been informed that my right to appeal the decision of a hearing examiner/arbitrator to district court pursuant to section 143.057 of the Texas Local Government Code may have been modified by the provisions of article 28 of the current Collective Bargaining Agreement by and between the City of San Antonio and the San Antonio Police Officers' Association. I further acknowledge that in light of my entry into this Agreed Suspension, I shall have no right to appeal said suspension nor will any administrative or judicial body have power to review same or alter its terms. I do hereby waive any and all rights to appeal said suspension and no administrative or judicial body shall have power to review same or alter its terms.

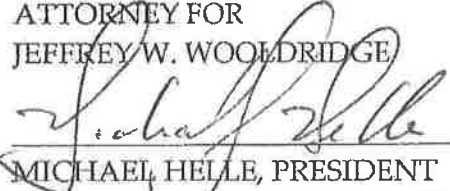
EXECUTED IN DUPLICATE ORIGINALS on October 27, 2015.

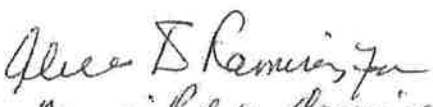

JEFFREY W. WOOLDRIDGE
POLICE OFFICER


ANTHONY L. TREVIÑO, JR.
POLICE CHIEF


ROBERT LEONARD, CLEAT
ATTORNEY FOR
JEFFREY W. WOOLDRIDGE


ROBERT E. REYNA
ASSISTANT CITY ATTORNEY


MICHAEL HELLE, PRESIDENT
SAN ANTONIO POLICE OFFICERS' ASSOCIATION


Alice Ramirez
Line & Police Commissioner
10/28/2015

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