

**AGREED SUSPENSION AND LAST CHANCE AGREEMENT**  
**(Hereinafter the "Agreement")**

CITY OF

SAN ANTONIO HR

MAR 16 '18 8:47AM

1. This Agreement between San Antonio Police Department Officer Sarah E. Carrasco, #1690 ("Officer Carrasco") and the City of San Antonio acting by and through the San Antonio Police Department ("SAPD") resolves a contemplated indefinite suspension issued to Officer Carrasco on February 7, 2018 in FC-2017-118 ("Suspension").
2. Officer Carrasco agrees and stipulates that she received a Suspension from the SAPD on February 7, 2018 by Police Chief William P. McManus for violations of Civil Service Rules and Regulations of the SAPD which are set forth in the notice of suspension that was issued to her; and
3. Officer Carrasco, further, agrees and stipulates that she appeared before Police Chief William P. McManus in response to the Suspension on February 14, 2018. Officer Sarah Carrasco and the San Antonio Police Officers' Association ("SAPOA") have agreed to settle said Suspension; and
4. Pursuant to this Agreement, Officer Carrasco, further, agrees and stipulates that on October 8, 2017, she utilized an "N-Code 13: Disturbance/Miscellaneous" on call for service SAPD-2017-1097971, which was a violent assault in which the victim was transported to the hospital by EMS. The circumstances of the assault were not entirely covered by the N-Code number Officer Carrasco chose to assign to this call and she had a duty to generate a written report.
5. Officer Carrasco, further, agrees and stipulates that on October 8, 2017, she failed to enforce local ordinances and state laws, to preserve the peace and to protect the life of an individual who was intoxicated to the point of being unresponsive. Despite observing obvious signs of the individual's intoxicated state, Officer Carrasco failed to assist her and left her at 4429 Walzem Road. Officers were later dispatched a short distance away (4500 Walzem Road), in which the same individual had been struck and killed by a train. This incident is covered under SAPD CFS SAPD-2017-1097971 and SAPD Case 17222620.
6. Officer Carrasco, further, agrees and stipulates her conduct on October 8, 2017 (alleged in FC-2017-118) violated the following Rules and Regulations of the SAPD:

**SAPD General Manual: Procedure 402 – Differential Police Response;**  
**.02 CALLS FOR SERVICE (CFS) REPORTING PROGRAM**

*(.02) D. 17. N-Code 13: Disturbance/Miscellaneous – This N-Code may be used for a variety of disturbances that are non-violent and where no criminal offense has occurred. Examples of these types of disputes would be civil disagreements, non-violent disturbances (i.e., family, neighbor, etc.) and other types of disturbance calls.*

LEGAL ADVISOR'S OFFICE

MAR 14 2018

SAN ANTONIO POLICE DEPARTMENT

**SAPD Rules and Regulations 4.13 – Duty to Take Action:**

*Officers are charged with the responsibility to enforce local ordinances, state laws, and federal statutes, to preserve the peace, and to protect lives and property. All officers will take immediate action to prevent any obvious felony offense, or to arrest, if reasonably possible, any known felony offender, and to protect all persons and properly from imminent harm.*

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

7. The SAPD agrees to reduce the Suspension issued to Officer Carrasco on February 7, 2018, in Internal Affairs investigation FC-2017-118, as follows:
  - A. Officer Carrasco's Suspension issued in Internal Affairs FC-2017-118 will be reduced to an agreed ninety (90) calendar day suspension and will be served beginning on March 17, 2018 and continuing through June 14, 2018.
  - B. Officer Carrasco shall be returned to employment from the agreed ninety-day suspension effective June 15, 2018. Upon her return, Officer Carrasco shall be placed on Administrative Duty.
  - C. Officer Carrasco will forfeit all pay and benefits while serving the ninety-day suspension.
  - D. Prior to being released from Administrative Duty, Officer Carrasco will satisfactorily complete any training, classes or programs through the SAPD Training Academy or elsewhere as deemed necessary and ordered by the Chief of Police.
  - E. Officer Carrasco will be assigned to a counseling and evaluation program ("Program") chosen by the Chief of Police and will comply with any individual requirements as may be imposed upon her by the Program, until released from supervision by written order of the Chief of Police.
  - F. When, and if, Officer Carrasco is released from Administrative Duty, her duty assignment will be determined by the Chief of Police, at the Chief of Police's sole discretion, and Officer Carrasco will comply with any additional duty restrictions as recommended by either the Program or ordered by the Chief of Police.
  - G. Officer Carrasco shall remain on Administrative Duty until the Chief of Police determines, in his sole discretion, that Officer Carrasco has satisfactorily completed any training, classes or programs which she was ordered to attend, or in the alternative for a period not to exceed one year following the date she is returned to employment under Section 7(B) of this Agreement.
8. During Officer Carrasco's participation in the programs, classes and duty assignments required under this Agreement, Officer Carrasco 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 SAPOA, limited only as agreed herein by the parties to this Agreement.

9. If Officer Carrasco fails to fulfill any provisions of this Agreement or if the Chief of Police sustains any violation of the following Department Rules: Procedure 402 - Differential Police Response; (.02) Calls for Service (CFS) Reporting Program; or Rule 4.13 Duty to Take Action, specifically either failing to complete a necessary report when she has the duty to do so, or failing to take action to prevent any obvious felony offense, or to arrest, if reasonably possible, any known felony offender, and to protect all persons from imminent harm for one year following the date she is returned to employment under Section 7(B) of this Agreement; the Chief of Police will issue a Contemplated Indefinite Suspension, hear Officer Carrasco's response, and will decide if the provisions of this Agreement have been violated.
10. In the event that SAPD alleges Officer Carrasco has violated the terms of this Agreement, or otherwise sustains any violations of Department Rules listed in Section 9 of this Agreement within one year following the date she is returned to employment under Section 7(B) of this Agreement, Officer Carrasco may appeal to either the Firefighters' and Police Officers' Civil Service Commission or to a third party hearing examiner under Chapter 143 of the Texas Local Government Code and/or the Collective Bargaining Agreement only the question of whether a violation of this Agreement has occurred. Officer Carrasco expressly waives the right to appeal the level or severity of the discipline imposed by SAPD, up to and including indefinite suspension.
11. This Agreement in no way limits the SAPD's ability to discipline or terminate Officer Carrasco for conduct arising subsequent to the date of this Agreement. Nor does this Agreement in any way limit the SAPD's right to use or make reference to her Contemplated Indefinite Suspension issued on February 7, 2018, to justify a decision to discipline or terminate Officer Carrasco for any conduct arising during or subsequent to Officer Carrasco's return to employment.
12. **IT IS FURTHER AGREED AND UNDERSTOOD THAT BY EXECUTION OF THIS AGREEMENT, OFFICER CARRASCO 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 CARRASCO FURTHER AGREES THAT SHE 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, EXCEPT AS ALLOWED IN PARAGRAPH 10 ABOVE.**


CITY OF

SAN ANTONIO HR


MAR 16 '18 8:48AM

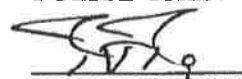
13. Officer Carrasco acknowledges that she has relied upon her own judgment and that of her attorney, Karl Brehm, in negotiating this Agreement and that she has carefully read the Agreement, that she knows and understands the contents of the Agreement, and that she is satisfied with the contents of the Agreement.
14. The SAPOA acknowledges and agrees this Agreement does not violate any of the provisions of the current or past Collective Bargaining Agreement(s) and that it does not constitute an amendment to any of those agreements.
15. **THE SAPOA 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.**
16. SAPD, Officer Carrasco and SAPOA agree that the terms of this Agreement are contractual and not mere recitals. SAPD, Officer Carrasco and SAPOA intend to be bound by the terms of this Agreement. This Agreement contains the entire agreement between SAPD, Officer Carrasco and SAPOA and supersedes any prior understandings between the parties relating to its subject matter. No oral understandings or agreements contrary to or in addition to the terms of this Agreement exist. This Agreement may be modified or amended only in writing signed by the SAPD, Officer Carrasco and SAPOA, or their authorized representatives.

EXECUTED IN DUPLICATE ORIGINALS on MAR - 6, 2018.

  
SARAH E. CARRASCO  
POLICE OFFICER

  
WILLIAM P. McMANUS  
POLICE CHIEF

  
KARL BREHM, CLEAT  
ATTORNEY FOR  
OFFICER SARAH E. CARRASCO

  
RICHARD RILEY  
ASSISTANT CITY ATTORNEY

  
MICHAEL HELLE, PRESIDENT  
SAN ANTONIO POLICE OFFICERS' ASSOCIATION

LEGAL ADVISOR'S OFFICE

MAR 14 2018

SAN ANTONIO POLICE DEPARTMENT

Received by: Yvette Ramirez for F&P Comm.  
3/16/18

**CITY OF SAN ANTONIO  
NOTICE OF SUSPENSION**


CITY OF  
SAN ANTONIO HR  
MAR 16 '18 8:48AM

**\*OFFICER MUST SIGN THIS FORM EVEN IF FORFEITING TIME\***

EMPLOYEE NAME: Officer Sarah E. Carrasco, #1690

UNIT OF ASSIGNMENT: EPC

JOB CLASS NO. AND DEPARTMENT: 0600 Police

SAP NUMBER



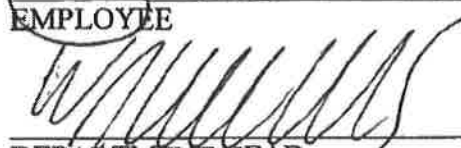
TRANS DATE		
MO	DA	YR
03	01	18

BEGIN DATE		
MO	DA	YR
03	17	18

END DATE		
MO	DA	YR
06	14	18

NARRATIVE REMARKS: Agreed Ninety-Day Suspension

AUTHORITY: Written Order of the Chief of Police

  
\_\_\_\_\_  
EMPLOYEE  
  
\_\_\_\_\_  
DEPARTMENT HEAD

3-6-18  
\_\_\_\_\_  
DATE  
  
MAR 1 2018  
\_\_\_\_\_  
DATE

LEGAL ADVISOR'S OFFICE

MAR 14 2018

SAN ANTONIO POLICE DEPARTMENT

CITY OF

SAN ANTONIO HR

MAR16 '18 8:48AM

## LEAVE FORFEITURE FOR SUSPENSION REQUEST

To: Chief of Police

From: Sarah Carrasco

1690

Officer's Name

Badge Number

Date: 3-7-2018

Copies to: Accounting, Budget and Personnel, Pension Board, File

TYPE OR PRINT ONLY- Use Ink

I, SARAH CARRASCO, hereby agree to the 45 day disciplinary

(Print Name)

suspension received on \_\_\_\_\_ and request to forfeit leave time in lieu of serving the disciplinary suspension.

Type of leave forfeited:

- ☐ Vacation  
☒ Compensatory Time  
☐ Holiday  
☐ Bonus Day

[Signature] 1690

Officer's Signature

3-7-2018

Date

Request ~~Denied~~ Approved

[Signature]  
Chief of Police

03/07/18  
Date

The Chief of Police is not prohibited from denying this request.

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MAR 14 2018

SAN ANTONIO POLICE DEPARTMENT

San Antonio Police Department  
SAPD Form 61-LF (06/05)