

**RELEASE AND SETTLEMENT AGREEMENT AND
LAST CHANCE AGREEMENT**

WHEREAS, SAPD Officer Leroy Medlin was issued a ten-day suspension on March 13, 2015 and an Indefinite Suspension on May 26, 2015 by Police Chief Anthony L. Treviño, Jr. for violations of civil service rules and regulations of the San Antonio Police Department as stated in the notice of suspension; and

WHEREAS, Officer Leroy Medlin appealed said ten-day suspension and Indefinite Suspension to the San Antonio Fire Fighters' and Police Officers' Civil Service Commission for back pay and leave lost during the period of the ten-day suspension and the Indefinite Suspension; and

WHEREAS, Police Chief William P. McManus, Officer Leroy Medlin 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 ten-day suspension issued to Officer Leroy Medlin on March 13, 2015 in Internal Affairs investigation FC2014-180 and the Indefinite Suspension issued to Officer Leroy Medlin in Internal Affairs investigation FC2015-016, which were based upon findings of misconduct after investigations into incidents set out in the ten-day letter of suspension and the Indefinite Suspension. The San Antonio Police Department, as part of the Agreement, will reduce the punishment in said suspensions as set out below.

All pay and benefits lost by Officer Medlin under his ten-day suspension and while indefinitely suspended as set out above, in excess of the reduced suspensions agreed to above shall be restored to Officer Medlin as specified and provided under the terms of Sec. 143.053(f) of the Texas Local Government Code.

The Rules and Regulations of the San Antonio Police Department which Officer Leroy Medlin has violated in case FC2014-180 are acknowledged to be as follows:

RULE 3.04 - RESPONSIBILITY TO SERVE THE PUBLIC: Members shall serve the public through direction, counseling, assistance, and protection of life and property. Members shall also respect the rights of individuals and perform their services with honesty, sincerity, courage, and sound judgment.

RULE 4.16 - ABSENCE FROM ASSIGNMENT: Members shall not leave their beats or assigned areas except in the line of duty, upon authorization of a supervisor, or at the end of a

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scheduled tour of duty.

The factual basis for the disciplinary suspension FC2014-180 is agreed to be as follows:

On or about September 22 and 23, 2014, Officer Leroy Medlin, Jr. was assigned to routine patrol in district 6270 (South Patrol) on the Dogwatch Shift. According to GPS data, Officer Medlin left his assigned district and section and was located approximately two and a half miles outside his district at 2011 Pecan Valley in the 4260 district of East Patrol. Officer Medlin left his assigned district in violation of Department rule without being dispatched to do so and without seeking required supervisory approval. While located at 2011 Pecan Valley, Officer Medlin failed to use sound judgment when he left a female juvenile prisoner alone and unattended in his patrol vehicle for approximately 20 minutes while he left to pursue another individual on foot.

The Rules and Regulations of the San Antonio Police Department which Officer Leroy Medlin violated in case FC2015-016 are acknowledged to be as follows:

RULE 3.04 - RESPONSIBILITY TO SERVE THE PUBLIC:
Members shall serve the public through direction, counseling, assistance, and protection of life and property. Members shall also respect the rights of individuals and perform their services with honesty, sincerity, courage, and sound judgment.

PROCEDURE 620 – VEHICLE PURSUITS AND STOP TECHNIQUES (.07) VEHICLE PURSUITS (B) Vehicle Pursuit Management: (3) Officers will not continue a vehicle pursuit or assist in a vehicle pursuit unless immediate authorization to continue the vehicle pursuit or assist is received from the managing supervisor.

The factual basis for the disciplinary suspension FC2015-016 is agreed to be as follows:

On or about January 24, 2015, Officer Leroy Medlin, Jr. pulled over a vehicle for a traffic stop in the 7300 block of N.W. Loop 410 access road. The driver fled from the traffic stop in his vehicle before he had been positively identified by Officer Medlin. Officer Medlin engaged and pursued the vehicle without the required authorization from a supervisor. Officer Medlin pursued the fleeing vehicle from the above location to the intersection of Timber Path and Timberwilde, a distance of approximately five miles.

After beginning the pursuit, Officer Medlin advised the West Patrol dispatcher “Somebody took off on me, wanted person, he’s got a felony warrant.” But after the managing supervisor terminated the pursuit, Officer Medlin transmitted over the

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radio, "We don't have any ID on this guy, he lied to me twice about his name, I can't verify who he is." Officer Medlin was not responsive in his radio transmissions regarding the reason he was pursuing the vehicle.

When he had first contacted the driver of the vehicle, Officer Medlin observed a toddler in the rear of the vehicle. Officer Medlin failed to exercise sound judgment when he pursued the fleeing vehicle knowing a toddler was inside the suspect vehicle. At various times during the pursuit, Officer Medlin reached unsafe operating speeds of up to 101 mph.

In addition to operating his patrol vehicle at unsafe speeds, numerous traffic violations were committed by Officer Medlin as he drove in an unsafe manner during the unauthorized pursuit.

SECTION 2. In consideration for the San Antonio Police Department's agreement to reduce the ten-day suspension issued on March 13, 2015 and the Indefinite Suspension of Officer Leroy Medlin issued on May 26, 2015, Officer Medlin agrees to the following requirements:

- A. Officer Leroy Medlin shall be returned to employment from Indefinite Suspension effective April 2, 2016.
- B. Officer Leroy Medlin's ten calendar day suspension issued in Internal Affairs investigation FC2014-180 was previously served on March 27, 2015 to April 5, 2015 and will be reduced to a five calendar day suspension considered to have been served on March 27, 2015 through March 31, 2015. Officer Medlin's Indefinite Suspension issued in Internal Affairs FC2015-016 will be reduced to a fifteen calendar day suspension and will be considered to have been served on the following dates: May 27, 2015 through June 10, 2015.
- C. Prior to returning to regular duty, Officer Leroy Medlin will satisfactorily complete any training classes or programs through the Department's Training Academy or elsewhere as deemed necessary and ordered by the Chief of Police.
- D. Officer Leroy Medlin 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 him by the Program, until released from supervision.
- E. When Officer Leroy Medlin returns to an active duty assignment, he will be assigned by the Chief of Police as well as comply with any additional duty restrictions as recommended by the Program or ordered by the Chief of Police.
- F. Following the execution of this Agreement, Officer Leroy Medlin will continue or enter

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any program of counseling or mentoring ordered by the Chief of Police.

- G. Failure to successfully complete the plan/program within this time period, unless excused for good cause by the Chief of Police, will constitute a failure to comply with this Agreement and sufficient grounds for discipline or termination.

SECTION 3. Upon the reports of the Program Commander and any other counselors or supervisors monitoring Officer Leroy Medlin, the Chief of Police, at his sole discretion, will determine when Officer Leroy Medlin has successfully completed the requirements of this Last Chance Agreement. Once the Chief of Police has determined that Officer Leroy Medlin has successfully completed the requirements of this Agreement, and in no case more than two years, Officer Leroy Medlin shall be returned to full duty, subject only to regular supervision. After one year under the terms of this Last Chance Agreement, Officer Medlin may petition the Chief of Police through his chain of command for an end to the terms of this Agreement, which may be ordered at the discretion of the Chief.

SECTION 4. During Officer Leroy Medlin's participation in the programs, classes and duty assignments required under this Agreement, Officer Leroy Medlin 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 Leroy Medlin fails to fulfill any provisions of this Agreement or if the Chief of Police sustains any violation of the following Department Rules: 3.04 – Responsibility to Serve the Public, Rule 4.16 - Absence from Assignment, and Procedure 620 – Vehicle Pursuits and Stop Techniques (.07) Vehicle Pursuits (B) Vehicle Pursuit Management: (3), the Chief of Police will issue a Contemplated Indefinite Suspension, hear Officer Leroy Medlin's response, and will decide if the provisions of this Agreement have been violated.

SECTION 6. Although Leroy Medlin 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, in the case of an Indefinite Suspension for alleged misconduct as stated in Section 5 above, Officer Leroy Medlin 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 Leroy Medlin for conduct arising subsequent to the date this Agreement. Nor does this Agreement in any way limit the San Antonio Police Department's right to use or make reference to his ten calendar day suspension on March 13, 2015, and the Indefinite Suspension issued on May 26, 2015, in part, to justify a decision to discipline or terminate Officer Leroy Medlin for any conduct arising during or subsequent to

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Officer Leroy Medlin's return to duty.

SECTION 8. Officer Leroy Medlin does hereby withdraw his appeal of the ten calendar day suspension issued to him on March 13, 2015 and the Indefinite Suspension issued to him on May 26, 2015, and agrees to notify the Firefighters' and Police Officers' Civil Service Commission of that fact.

SECTION 9. In consideration of the decision of the Chief of Police to reduce Officer Leroy Medlin's ten calendar day suspension to a five calendar day suspension and his Indefinite Suspension to a fifteen calendar day suspension, Officer Leroy Medlin agrees that he has no right to appeal the suspensions referenced in Sections 1, 2 and 7 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 LEROY MEDLIN 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 LEROY MEDLIN 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, EXCEPT AS ALLOWED IN SECTION 6 ABOVE.

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SECTION 11. Officer Leroy Medlin acknowledges that he has relied upon his own judgment and that of his attorney, Karl Brehm, in negotiating this Release and Settlement Agreement 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 12. The San Antonio Police Officers' Association acknowledges that the appeals previously filed by Officer Leroy Medlin are filed pursuant to the provisions of Chapter 143 of the Texas Local Government Code and does not violate the current or past Collective Bargaining Agreement between the City of San Antonio and the San Antonio Police Officers' Association. The San Antonio Police Officers' Association further acknowledges

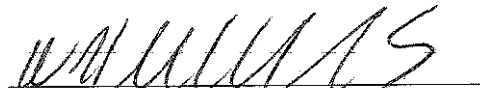
that this Release and Settlement Agreement and Last Chance Agreement does not violate any of the provisions of the aforementioned current or past Collective Bargaining Agreements and that it does not constitute an amendment to any of those agreements.

SECTION 13. 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.

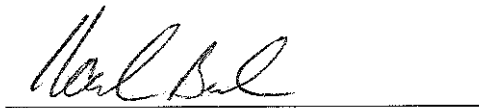
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LEROY MEDLIN
OFFICER



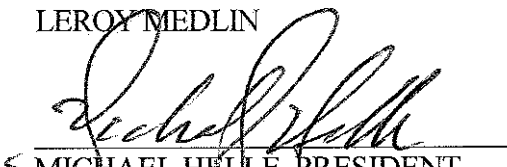
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MICHAEL HELLE, PRESIDENT
SAN ANTONIO POLICE
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