

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is entered into this 24 day of December, 1992, between the BROWARD COUNTY SHERIFF'S OFFICE (hereinafter, "BSO"), the BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION (hereinafter, "PBA") and RICK SWOPE.

WHEREAS, Rick Swope was employed by BSO on or about August 27, 1984, as a deputy sheriff;

WHEREAS, Rick Swope submitted documentation evidencing his desire to resign from employment with BSO;

WHEREAS, a dispute arose as to Rick Swope's status at the time his employment ended, i.e., whether Rick Swope had effectively resigned his employment;

WHEREAS, the parties hereto recognize that the resolution of the above-referenced matters in a manner favorable to their respective interests cannot be reasonably predicted and that further administrative action and/or litigation will require the expenditure of significant funds and resources by all parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, BSO, the PBA and Rick Swope, intending to be legally bound, do hereby stipulate and agree as follows:

1. That all of the above statements are true and correct to the best of the parties' belief and knowledge.

2. That BSO will rescind Rick Swope's separation from employment and will revise all Personnel and Internal Affairs records (including index cards summarizing employment history


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APR 1 1993

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BSO INTERNAL AFFAIRS UNIT

located either in Personnel or Internal Affairs) to reflect that Rick Swope has resigned, effective July 27, 1990.

3. That Rick Swope agrees to resign from his employment with BSO effective July 27, 1990.

4. That BSO will send a letter to the State of Florida Department of Labor Enforcement Criminal Justice Standards and Training Commission acknowledging that Rick Swope has resigned effective July 27, 1990.

5. That pursuant to the contract with the Fraternal Order of Police, the records pertaining to the Internal Affairs investigation will be purged. The Internal Affairs "reference card" will be changed to read as follows:

OFF-DUTY SERVICE/ CONFLICT OF INTEREST	-- 2.2.80(B)(C)(D)(G) - SUSTAINED
OFF-DUTY SERVICE	-- 2.2.79(A)(B)(C) - SUSTAINED
SEARCH WARRANTS	-- 11.18.1(A) - NOT SUSTAINED
OFFICIAL REPORT	-- 2.2.44(A) - NOT SUSTAINED
OBEDIENCE TO ORDERS	-- 1.9.7 - NOT SUSTAINED
INSUBORDINATION	-- 2.2.49 - NOT SUSTAINED

7-90-821

Rick Swope resigned prior to the completion of the Internal Affairs investigation. The files pertaining to this investigation have been purged pursuant to the contract with the Fraternal Order of Police.

The findings of "not sustained" with respect to the last two (2) charges are made as a result of evidence submitted by Rick Swope to BSO after completion of the Internal Affairs investigation. The findings of "not sustained" with respect to the Search Warrants, and Official Report charges are made as a result of

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evidence submitted by Rick Swope which showed that the events which gave rise to these charges had been the result of miscommunication and not intentional misconduct. This evidence has been submitted to the appropriate Internal Affairs investigators who concur in the findings of not sustained based upon said new evidence.

6. That Rick Swope hereby waives his right to arbitration in connection with his separation from employment and therefore the PBA hereby withdraws its grievance (FMCS Case No. 91-00260) in this matter, with prejudice.

7. That Rick Swope, being of lawful age, and in consideration of the foregoing and other good and valuable considerations received from or on behalf of BSO, receipt whereof is hereby acknowledged, does hereby release, acquit, satisfy, and forever discharge BSO, Sheriff Nick Navarro, Colonel Edward J. Werder, Lieutenant Colonel Mark Schlein, Director Thomas McInerney, as well as each and every one of BSO's former and current officers, agents, members, attorneys, employees, and officials -- in both their official capacities and as individuals -- and their successors and assigns, from any and all manner of claim and claims, cause and causes of action (whether legal or equitable in nature), grievances, and demands whatsoever which Rick Swope had, now has or hereafter can, shall or may have against BSO, Sheriff Nick Navarro, Colonel Edward J. Werder, Lieutenant Colonel Mark Schlein, Director Thomas McInerney, as well as each and every one


BSO


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SWOPE

of BSO's former and current officers, agents, members, attorneys, employees, and officials -- in both their official capacities and as individuals -- and their successors and assigns, by reason of any matter, cause, or thing whatsoever, from the beginning of the world until today, with relation to any claim, charge, grievance, or cause of action arising from or in connection with the incidents which formed the basis of Rick Swope's separation and/or resignation from employment with BSO, Rick Swope's grievance, the negotiations of and execution of this Settlement Agreement and/or of any action(s) taken as a result of this Settlement Agreement.

8. It is understood and agreed by all parties hereto that this Settlement Agreement is executed based upon the particular circumstances of this case and does not establish a precedent for the resolution of other cases.

9. It is understood that this Settlement Agreement is being entered into by the parties solely for the purpose of avoiding the expense and inconvenience of administrative proceedings and/or litigation.

10. That Rick Swope has received and reviewed this Settlement Agreement prior to executing it, he has discussed it with legal counsel, and that he agrees to be bound by its terms and conditions.

11. This Settlement Agreement constitutes the entire understanding of the parties hereto, and can be modified, amended or revoked only by express written consent of both parties.


BSO


PBA


SWOPE

THIS AGREEMENT is dated this _____ day of _____, 1992,
in Fort Lauderdale, Broward County, Florida.

BROWARD COUNTY SHERIFF'S OFFICE

BY Col
LIEUTENANT COLONEL MARK SCHLEIN

DATE 12/31/92

Phil Swope
RICK SWOPE

DATE 12-24-92

BROWARD COUNTY POLICE BENEVOLENT
ASSOCIATION

BY Carey Nuttall
CAREY NUTTALL, ESQUIRE

DATE 1/12/93

10/25/91 9:15am

FDLE states Separation Code is an 02

according to Sam Price, he will be allowed to resign; however, that is in dispute at the moment; should be settled by next week

BETTY: per instructions, I am forwarding the complete purged copy of the file for RICK SWOPE. Please ask Sam to review and when done, I will come and get the file so I may forward to Attorney Krevans.

Lorrie

Sam P 10/28/91



NICK NAVARRO
SHERIFF

OFFICE OF THE
SHERIFF
BROWARD COUNTY

P.O. BOX 9507
FORT LAUDERDALE, FLORIDA 33310



ACCREDITED
LAW ENFORCEMENT
AGENCY

October 29, 1991

IN REPLY REFER TO:

Scott Krevans, Esquire
CONROY, SIMBERG & LEWIS, P.A.
2620 Hollywood Boulevard
Hollywood, Florida 33020

RE" SUBPOENA

Dear Attorney Krevans:


Enclosed please find a copy of the invoice for costs involved in copying/purging of requested materials reference former employee RICK SWOPE. -

Please note the \$7.00 check was deducted from the total cost. Kindly have a representative stop by this office, along with a check in the amount of \$52.12.

Sincerely,

NICK NAVARRO
Sheriff of Broward County

by:


Lorrie DeLosh
Administrative Secretary
Personnel Division
765-8900 #254

ld
enc.

BUNNELL AND WOLFF

P.O. DRAWER 22988
FT. LAUDERDALE, FLORIDA 33335

03 623
170

025135

25135

JUNE 19, 1991

PAY
TO THE
ORDER OF

** R.C. OF BROWARD SHERIFF'S OFFICE ****

*****5.00

**** FIVE AND NO/100 DOLLARS ****

NCRB National Bank
of South Florida
Ft. Lauderdale, Fl.

BUNNELL AND WOLFF, P.A.
GENERAL ACCOUNT

Valerie Grant
NOT VALID OVER 90 DAYS

⑈025135⑈ ⑆067006238⑆ 3600325353⑈

(Copying/Purging/Labor for
Requested Personnel Documents)

Request for Documents for: Rick Swope

Requested by: Mary Lingerfeldt, Esquire

Number of Xerox Copies: 254

At \$.15 per page = \$ 38-10

2 hours labor at \$6.17 per hour = \$ 12-34

TOTAL COST \$ 50-44

file not given

REQUESTED MATERIALS TURNED OVER TO:

SIGNATURE

DATE: _____

OATH

STATE OF FLORIDA
COUNTY OF BROWARD

I, Rick A. Swope, A CITIZEN OF
THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA,
AND BEING EMPLOYED BY OR AN OFFICER OF THE SHERIFF OF
BROWARD COUNTY AND A RECIPIENT OF PUBLIC FUNDS AS SUCH
EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM
THAT I WILL SUPPORT THE CONSTITUTIONS OF THE UNITED
STATES AND THE STATE OF FLORIDA.

Rick A. Swope
SIGNATURE

SUBSCRIBED TO AND SWORN TO BEFORE ME AT
2600 SOUTHWEST FOURTH AVENUE, FORT LAUDERDALE, FLORIDA
THIS 8 DAY OF January, 19 85.

Dallye S. Miller
NOTARY PUBLIC
EXPIRES DEC 12, 1985
EXPIRATION DATE

(SEAL)

Personnel
MHB/sf, 09-19-84

NAME OF ORGANIZATION Broward Sheriff's Office

DATE September 20, 1988

To Whom It May Concern:

Listed below are the names of the participants from your organization that attended the Peoples Gas System Fire School.

The grade they received from the test is listed beside each name. A passing grade for this course is 70%. Certificates are issued to those who have completed this four hour course.

We sincerely hope that this training was beneficial to your personnel.


Ken E. Post
District Safety Engineer

KEP/jpb

<u>NAME</u>	<u>GRADE</u>	<u>DATE</u>
Paula McCoy	95%	September 14, 1988
Rick Swope	95%	September 14, 1988



OFFICE OF THE
SHERIFF
BROWARD COUNTY

GEORGE A. BRESCHER
SHERIFF

P. O. BOX 9507
FORT LAUDERDALE, FLORIDA 33310

DATE:

IN REPLY REFER TO:
Personnel Division

Records Request
National Personnel Records Center
(Military Personnel Records)
9700 Page Boulevard
St. Louis, Missouri 63132

Re: Name (Print) SWOPE, RICKY ANTHONY
Last First Middle

Branch of Service ARMY

Service Number 381-62-2031

Dates of Service (From) JULY 74 (To) JULY 77

Dear Sir:

I am applying for a position with the Broward County Sheriff's Office and I hereby authorize the National Personnel Records Center, St. Louis, Missouri or other custodian of my military record to release to Deputy Sheriff Paul Murray, Internal Affairs Unit, Broward County Sheriff's Office, information or photocopies from my military personnel and related medical records, or only the following information/records (as specified) _____.

I understand that this could include a photocopy of my DD214, Report of Separation.

George A. Brescher
Signature

Subscribed and sworn to before me at Broward County Sheriff's Office
this 25 day of June, 19 84

Notary Public, State of Florida
My Commission Expires Dec. 14, 1985
Bonded thru Froy Fair Insurance, Inc.

Dolores S. Miller
Notary Public

(Seal)

Bx



OFFICE OF THE
SHERIFF
BROWARD COUNTY

NICK NAVARRO
SHERIFF

P.O. BOX 9507
FORT LAUDERDALE, FLORIDA 33310

DEPUTY SHERIFF'S OATH OF OFFICE

I, RICK A. SWOPE, DO SOLEMNLY SWEAR THAT I WILL SUPPORT, PROTECT AND DEFEND THE CONSTITUTION AND GOVERNMENT OF THE UNITED STATES AND OF THE STATE OF FLORIDA; THAT I AM DULY QUALIFIED TO HOLD OFFICE UNDER THE CONSTITUTION OF THE STATE AND THAT I WILL WELL AND FAITHFULLY PERFORM THE DUTIES OF DEPUTY SHERIFF FOR THE BROWARD COUNTY SHERIFF'S OFFICE AS PER MY JOB DESCRIPTION, SO HELP ME GOD.

Rick A. Swope
SIGNED

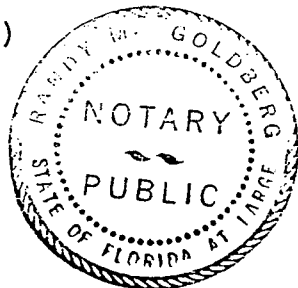
RICK A. SWOPE 3880
PRINT NAME, CCN#

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

Subscribed to and Sworn to before me this day of

[Signature]
NOTARY PUBLIC

(SEAL)



6/14/92
COMMISSION EXPIRES

6N