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SETTLEMENT AND NONDISCLOSURE AGREEMENT

This Settlement and Nondisclosure Agreement (hereinafter referred to as "Agreement") is made and entered into by the City of New Smyrna Beach (hereinafter referred to as "City") and Donna Lavalley (hereinafter referred to as "Lavalley").

The City and Lavalley have agreed to settle and compromise all known existing disputes between them. In consideration of the mutual covenants and promises set forth below and other good and valuable consideration, the parties agree to resolve these controversies on the following terms:

1. It is the decision of the City that Lavalley's actions regarding the original application for employment and the GED certificate both occurred while Lavalley was a civilian employee and therefore prior to her certification as a police officer and prior to her taking the oath of office and sworn status under the Florida statutes that govern the conduct of all law enforcement officers in the State of Florida.

2. It is the decision of the City that Lavalley's actions were a violation of City Personnel Code Section X, Corrective Actions, Group III Offense, Paragraph C, Falsification, Destruction Of or Misrepresentations Made on Personnel or City Records.

3. It is therefore the decision of the City that Lavalley be demoted in rank from Departmental Training Officer to her previous grade and rank of Patrol Sergeant with a reduction in

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pay from \$14.79 per hour to \$14.09 per hour. This represents a 5% reduction for the promotional raise Lavallee received as the Department Training Officer.

4. It is specifically agreed and understood that Lavallee shall, on the appropriate date, return to work as a Sergeant on patrol working a regular shift. There shall be no loss of other steps on merit, no impact on any other promotional opportunities that may arise in the future and no loss of seniority.

5. Within two (2) days from the date this Agreement is signed, Lavallee shall surrender all departmental identification including uniform badge, wallet badge, all firearms and ammunition and any communications equipment that has been issued to Lavallee that are the property of the City of New Smyrna Beach Police Department.

6. Lavallee shall be suspended from duty without pay for a period of fifteen (15) days which shall begin on the first day after Lavallee's maternity leave is over. At that time Lavallee shall report to the Department Training Officer where she shall undergo a complete review of all departmental policies, procedures, general orders, rules and regulations. Once this has been satisfactorily completed and the Department Training Officer makes a recommendation that Lavallee has satisfactorily completed a review of these documents and has a thorough understanding and good working knowledge of the same. She shall report to a patrol division platoon where she will assume the responsibility of

supervising that unit.

7. The parties agree that they and their attorneys, agents or employees have not disclosed and will not ever disclose communicate, disseminate or publicize or cause to permit to be disclosed, communicated, disseminated or publicized the existence of this Agreement or any of the terms of this Agreement or any of the underlying facts either directly or indirectly, specifically or generally to any person, firm, business, corporation, organization, association, governmental agency or any other entity of any kind at all except as follows:

a. To the extent necessary to comply with an Order of a court of competent jurisdiction;

b. In response to a duly issued subpoena by a state or federal court or appropriate governmental agency;

c. In response to an inquiry from a prospective employer of Lavallee, but only at the written direction of Lavallee.

8. In keeping with the spirit of this provision, the parties agree that unless compelled to disclose additional information by law or under a valid subpoena, the only comment permitted by either party to this Agreement is that the matter has amicably and successfully resolved to the satisfaction of both parties.

9. The parties agree that they have carefully read and fully understand the provisions of this Agreement and that they are entering into this Agreement voluntarily.

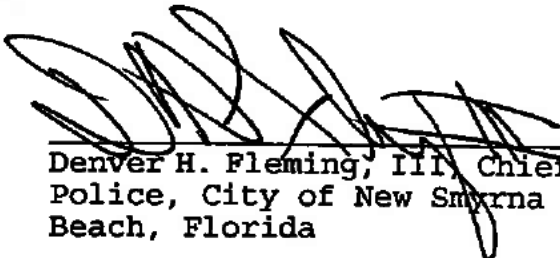
10. This Agreement constitutes the final and binding Agreement among the parties and may not be supplemented or changed without written consent of both parties.

11. Should any of the provisions of this Agreement ever be declared or determined by a court of competent jurisdiction to be invalid or illegal, the validity of the remaining parts or provisions of this Agreement shall not be affected thereby and said illegal or invalid part of said Agreement shall be deemed not to be a part of this Agreement any longer.

12. Lavallee acknowledges that she has had the opportunity to consult with counsel of her choice prior to executing this Agreement.

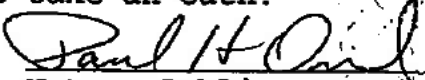
Date:

7-6-94


Denver H. Fleming, III, Chief of
Police, City of New Smyrna
Beach, Florida

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6 day of July, 1994, by Denver H. Fleming who is personally known to me) or who has produced _____ as identification and who did/did not take an oath.


Notary Public, State of
Florida
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Nov. 28, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Date: 6/27/94

Donna Lavallee
Donna Lavallee

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of June, 1994, by Donna Lavallee who is personally known to me or who has produced _____ as identification and who did/did not take an oath.



OFFICIAL NOTARY SEAL
LYNDA L. LEACH
Commission No. CC102809
My Comm. Exp. May 3, 1995

Lynda L. Leach
Notary Public, State of
Florida

Date: July 7, 1994

Frank Roberts
Frank Roberts, City Manager,
City of New Smyrna Beach,
Florida

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7th day of July, 1994, by Frank Roberts who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Notary Public, State of Florida
My Commission Expires Aug. 13, 1995
Bonded Thru Troy Fain - Insurance Inc.

Sandy Winkler
Notary Public, State of
Florida