

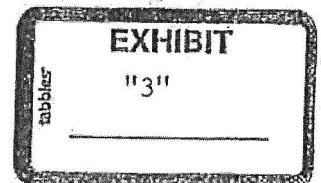
AGREEMENT BETWEEN
DAVID A. PRINCE
AND
CITY OF WINTER PARK

This agreement is entered into this 16th day of January, 2002 by David A. Prince (hereinafter referred to as the employee) and the City of Winter Park (hereinafter referred to as the employer). This agreement is the total understanding by both the employee and the employer to mutually resolve the issues and subsequent findings of the internal investigation identified by the employer as IA number 2002-11-01.

The employee agrees to the following:

1. The employee knowingly and voluntarily waives and relinquishes all property right or interest in his employment with the employer and all rights to procedural or substantive due process relating to such employment, whether arising from being a tenured Civil Service Employee, from Sec. 112.532, Fla. Stat., from Sec. 447.209, Fla. Stat., or any other manner.
2. The employee voluntarily waives and relinquishes any and all appeal rights he may be entitled to relating to any disciplinary action imposed by the employer in this matter, including as set forth herein.
3. The employee releases any claims of any kind he may have against the employer, whether statutory, common law, or of any other nature or basis.
4. The employee agrees to voluntarily submit a letter of resignation from employment with the employer at the time of execution of this agreement with an effective date of January 21, 2002.

The employer agrees to the following:

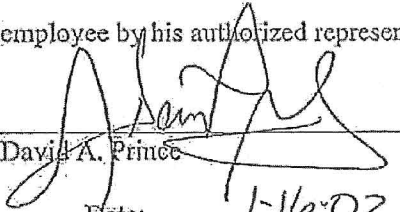


I. The employer will take the following disciplinary action as a result of the findings of IA2002-11-01;

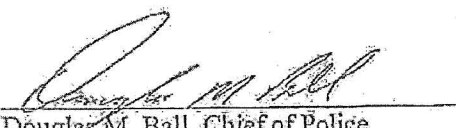
- a. The employee will be suspended without pay from January 8, 2002 until and including January 18, 2002.
 - b. The employee will be demoted from his current position as a Sergeant with the Winter Park Police Department, Pay Grade 121, Step 8 to the position of Police Officer, Pay Grade 118, Step 9 effective January 18, 2002.
2. Upon receiving the employee's letter of resignation, the employer agrees to compensate the employee with all hours of accrued vacation, comp. time and sick time bonus award for which the employee may be eligible.
 3. The employer agrees to waive any monies the employee may owe the employer as a result of any compensation the employee may have received as a result of the City's College Tuition Reimbursement Program.
 4. The employer agrees that the employee's personnel record will reflect he was disciplined as outlined in Paragraph 1 of this section for violation of City policies and the employee's work record will further reflect that he voluntarily resigned his position with the City.

This document contains the complete and total understanding of both the employee and employer. It has been reviewed and approved by the employee's authorized representative, identified by his signature below. This document has been read and

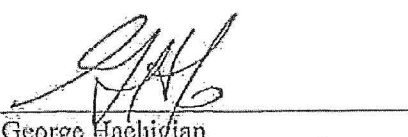
understood by the employee, and its meaning and effect have been explained to the employee by his authorized representative.



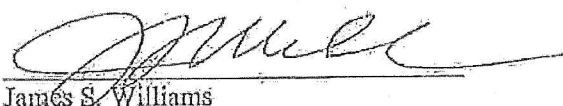
David A. Prince
Date: 1-16-02



Douglas M. Ball, Chief of Police
Date: 1-16-02



George Hachigian
Employee's Representative
Date: 1-16-02



James S. Williams
City Manager
Date: 1-16-02