

GEORGIA, BULLOCH COUNTY

VOLUNTARY RESIGNATION AND AGREEMENT

CHARLES DUTTON and the **CITY OF BROOKLET, GEORGIA**, for and in consideration of the mutual and reciprocal covenants herein, do hereby enter into this Agreement as follows:

-1-

Charles Dutton has previously, through his attorney, Daniel J. O'Connor, tendered his voluntary resignation to the City of Brooklet on July 19, 2018, which voluntary resignation was accepted on behalf of the City of Brooklet by the City Attorney, Hugh T. Hunter, under the terms and conditions set forth herein, and the parties agree that such voluntary resignation is effective July 19, 2018.

-2-

It is understood by and between the parties that certain conduct involving the removal of a SD card from a privately owned camera is presently under investigation by a separate law enforcement agency, the Georgia Bureau of Investigation, at the request of the District Attorney's office. In the event that at the conclusion of such investigation, the Georgia Bureau of Investigation or the District Attorney's office determines that there is not sufficient evidence and/or grounds to bring criminal charges based upon the camera incident, the City of Brooklet shall pay unto Charles Dutton back pay at his customary rate of pay and regular work week from June 26, 2018, the date he was suspended without pay, through and including July 19, 2018, the date of his voluntary resignation. A representation from the District Attorney's office

that no criminal charges are being pursued against Officer Dutton shall satisfy the prerequisite described above for back pay.

-3-

It is understood and agreed that Charles Dutton shall not be entitled to vacation pay as a result of this voluntary resignation.

-4-

Charles Dutton does hereby release, remise and discharge the City of Brooklet, Georgia, including all elected and appointed officials, from every claim, demand, right or cause of action, of whatever kind or nature, known and unknown, whether based on a tort, contract, statutory or constitutional right, or any other theory of recovery which Charles Dutton now has, or which may hereafter accrue as related to his employment with the City of Brooklet Police Department, unless the claim arises from breach of this agreement.

-5-

The City of Brooklet agrees to give a neutral employment reference in the future for Charles Dutton provided that he is not charged with a crime by any outside law enforcement agency related to his employment with the City of Brooklet.

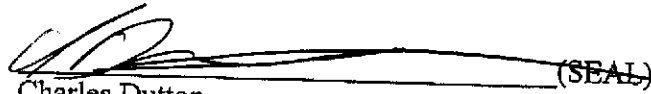
-6-

This Agreement shall be governed by the laws of the State of Georgia.

I have read this Voluntary Resignation and Agreement and understand its requirements, and I have reviewed it with my attorney.

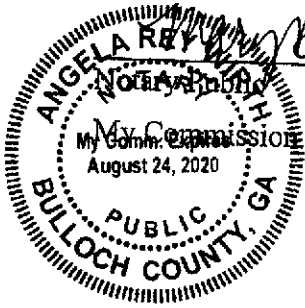
IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____

day of July, 2018.

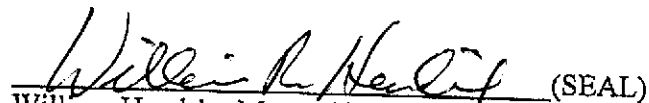

Charles Dutton (SEAL)

Signed, sealed and delivered
in the presence of:

Angela Rey Wirth



My Commission Expires: August 24, 2020


William Hendrix, Mayor (On Behalf of the
Mayor and Council of Brooklet, Georgia) (SEAL)

Signed, sealed and delivered
in the presence of:

Mary Kenton
Unofficial Witness

Angela Rey Wirth
Notary Public

My Commission Expires: August 24, 2020



GEORGIA, BULLOCH COUNTY

VOLUNTARY RESIGNATION AND AGREEMENT

MELISSA LEE ROGERS and the **CITY OF BROOKLET, GEORGIA**, for and in consideration of the mutual and reciprocal covenants herein, do hereby enter into this Agreement as follows:

-1-

Melissa Lee Rogers has previously, through her attorney, Daniel J. O'Connor, tendered her voluntary resignation to the City of Brooklet on July 19, 2018, which voluntary resignation was accepted on behalf of the City of Brooklet by the City Attorney, Hugh T. Hunter, under the terms and conditions set forth herein, and the parties agree that such voluntary resignation is effective July 19, 2018.

-2-

It is understood by and between the parties that certain conduct involving the removal of a SD card from a privately owned camera is presently under investigation by a separate law enforcement agency, the Georgia Bureau of Investigation, at the request of the District Attorney's office. In the event that at the conclusion of such investigation, the Georgia Bureau of Investigation or the District Attorney's office determines that there is not sufficient evidence and/or grounds to bring criminal charges based upon the camera incident, the City of Brooklet shall pay unto Melissa Lee Rogers back pay at her customary rate of pay and regular work week from June 26, 2018, the date she was suspended without pay, through and including July 19, 2018, the date of her voluntary resignation. A representation from the District

Attorney's office that no criminal charges are being pursued against Officer Rogers shall satisfy the prerequisite described above for back pay.

-3-

It is understood and agreed that Melissa Lee Rogers shall not be entitled to vacation pay as a result of this voluntary resignation.

-4-

Melissa Lee Rogers does hereby release, remise and discharge the City of Brooklet, Georgia, including all elected and appointed officials, from every claim, demand, right or cause of action, of whatever kind or nature, known and unknown, whether based on a tort, contract, statutory or constitutional right, or any other theory of recovery which Melissa Lee Rogers now has, or which may hereafter accrue as related to her employment with the City of Brooklet Police Department, unless the claim arises from breach of this agreement.

-5-

The City of Brooklet agrees to give a neutral employment reference in the future for Melissa Lee Rogers provided that she is not charged with a crime by any outside law enforcement agency related to her employment with the City of Brooklet.

-6-

This Agreement shall be governed by the laws of the State of Georgia.

I have read this Voluntary Resignation and Agreement and understand its requirements, and I have reviewed it with my attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____

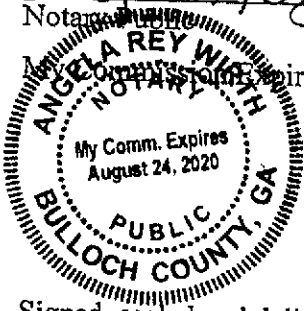
day of July, 2018.

Melissa Lee Rogers (SEAL)
Melissa Lee Rogers

Signed, sealed and delivered
in the presence of:

Mary Kenton

Angela Rey Wirth

Notary Public
My Commission Expires: August 24, 2020


William R. Hendrix (SEAL)
William Hendrix, Mayor (On Behalf of the
Mayor and Council of Brooklet, Georgia)

Signed, sealed and delivered
in the presence of:

Mary Kenton
Unofficial Witness

Angela Rey Wirth
Notary Public

My Commission Expires: August 24, 2020

