

GEORGIA DEPARTMENT OF LABOR  
CLAIMS EXAMINER'S DETERMINATION

SSN \_\_\_\_\_

BYB 05/21/19CVWB 05/19/19

ACCT# 140330-02

GEORGIA DEPARTMENT OF LABOR  
APPEALS TRIBUNAL  
148 ANDREW YOUNG INT'L BLVD NE, STE 525  
ATLANTA, GA 30303-1734  
EMAIL: [appeals@gdol.ga.gov](mailto:appeals@gdol.ga.gov)  
FAX: 404-232-3901 OR 404-232-3902

EMPLOYER LAKE PARK-CITY 100 ESSA ST LAKE PARK GA 31636	CLAIMANT JAMES G BRELETIC PO BOX 692 LAKE PARK GA 31636
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## SECTION I - CLAIM DETERMINATION

Benefits are allowed as of 05/19/19.

## SECTION II - LEGAL BASIS FOR DETERMINATION

Section 34-8-194 (2) (A) of the Employment Security Law says that you cannot be paid unemployment benefits if you were fired from your most recent employer for not following your employer's rules or orders. In addition, you may not be paid unemployment benefits if you were fired for failing to perform the duties for which you were hired, if that failure was within your control. You also cannot be paid benefits if you were suspended for any of these same reasons. The law says that your employer has to show that discharge or suspension was for a reason that would not allow you to be paid unemployment benefits. If you cannot be paid unemployment benefits under this section of the law, you may qualify at a later time. To do this, you must find other work and earn wages covered under unemployment law. The covered wages must be at least ten times the weekly amount of your claim. If you then become unemployed through no fault of your own, you may reapply for unemployment benefits.

## SECTION III - REASONING

You were fired and no specific reason was given to you. Your employer had not warned you about your work not being acceptable. Because you were not aware of a problem, you had no opportunity to improve your work. For you to be disqualified, your employer must show that you failed to work as required. Your employer has not done so. The available facts show you performed the duties for which hired. Therefore, you can be paid unemployment benefits.

## SECTION IV - ACCOUNT CHARGEABILITY

## NOTICE TO EMPLOYER:

Signed, timely separation information was not received.  
Your account, 140330-02, will be charged for benefits paid on this claim. You will not be charged more in benefits than wages paid to this individual.

## SECTION V - APPEAL RIGHTS

NOTE: This determination will become final unless you file an appeal on or before 07/02/19. If you wish to appeal, submit a written request by email to [appeals@gdol.ga.gov](mailto:appeals@gdol.ga.gov), fax to 404-232-3901 or 404-232-3902 or mail to the Appeals Tribunal, 148 Andrew Young International Blvd, NE, Suite 525, Atlanta, GA 30303-1734. Refer to the Employer Handbook for more details.

Georgia Department of Labor  
Claims Examiner

06/06/19  
Date of Interview

06/17/19  
Mail Date

GEORGIA DEPARTMENT OF LABOR  
CLAIMS EXAMINER'S DETERMINATION

SSN \_\_\_\_\_

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## SECTION I - CLAIM DETERMINATION

Benefits are allowed as of 05/19/19.

## SECTION II - LEGAL BASIS FOR DETERMINATION

Section 34-8-194 (5) (A) of the Employment Security Law says that you cannot be paid unemployment when you are receiving or have received any pay related to your separation.

Separation payments which are less than your weekly wage will be applied based on your most recent weekly wage for a standard work week. You cannot draw benefits if the payments are more than the weekly benefit amount of your claim.

The law says there are several types of pay which are not considered separation pay.

## SECTION III - REASONING

Your severance pay ended 3/1/19. This is prior to the date that your claim was filed. You can be paid unemployment benefits for weeks that you are otherwise eligible.

## SECTION IV - ACCOUNT CHARGEABILITY

NOTICE TO EMPLOYER:

## SECTION V - APPEAL RIGHTS

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Georgia Department of Labor  
Claims Examiner

06/06/19  
Date of Interview

06/17/19  
Mail Date

## GENERAL RELEASE AGREEMENT

This General Release Agreement (hereinafter the "Agreement") is entered into by and between James Breletic (hereinafter referred to as "Employee") and the City of Lake Park, Georgia (hereinafter referred to as "Employer") and arises out of the cessation of Employee's employment with Employer. In consideration of the material promises contained herein, the parties agree as follows:

1. **CESSATION OF EMPLOYMENT.** It is agreed and understood that as of February 22, 2019, Employee's employment with Employer ceased by mutual agreement. Further, it is agreed that Employee will not thereafter serve or seek to serve in any capacity with Employer, whether as an employee or otherwise.

2. **RETURN OF PROPERTY.** Employee shall immediately surrender and deliver to the acting police chief at City Hall any City property in his possession, including, but not limited to, police identification, weapons, vehicles, computers, keys, passwords and login id's or user names, paper or electronic files and records. Employee agrees to deactivate any websites owned or operated by him relating to the Lake Park Police Department and hereby releases and assigns all rights to the domain name lakeparkpolice.com to the Employer.

3. **CONSIDERATION.** In consideration of and in exchange for Employee entering into and signing this Agreement, Employer shall pay Employee, after the period to revoke has expired as referenced in Paragraph 7 herein, the sum of Six Thousand Six Hundred Twenty-Two and 72/100 DOLLARS (\$6,622.72) (the "Severance Amount") representing: (i) net pay of \$3,311.36 for four (4) weeks of Employee's salary in his current position with Employer, and (ii) net pay of \$3,311.36 for four (4) weeks' vacation time. The aforementioned Severance Amount represents the "net" amount of wages to be paid to Employee after deduction of all applicable federal and state withholdings by Employer for the payment of such wages to Employee. Employee acknowledges that the consideration described in this Section is more than what Employee would have been entitled to receive had Employee not chosen to execute this Agreement. Employee further acknowledges that the provisions in this Section constitute sufficient consideration to warrant a binding and enforceable contract.

Employee expressly agrees that he is solely responsible for all federal, state, or local tax obligations for which he would be responsible if Employer's payment of the Severance Amount is determined to constitute income, including, but not limited to, all tax payment obligations which may arise as a consequence of this payment. Employee further agrees promptly to pay, be responsible for, indemnify, and hold Employer and others released herein harmless from any and all liability for taxes, interest, or penalties assessed by any taxing authority arising out of or because of the payment of the Severance Amount including, but not limited to, FICA, federal, state, or local income tax, contributions for Medicare and social security taxes, and for any other tax or contribution of any sort.

4. **RELEASE BY EMPLOYEE.** Employee hereby voluntarily, irrevocably, fully, and completely RELEASES, ACQUITS, AND FOREVER DISCHARGES Employer (including its

  
Employee Initials

current and former elected officials, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, insurers, subsidiaries, divisions, affiliates, and related entities, collectively known herein as "Releasees") from any and all claims, complaints, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever (whether known or unknown) which Employee ever had, may have, or now has arising from or related to, directly or indirectly, Employee's employment with Employer, the cessation of Employee's employment, or other events accrued as of the date of execution of this Agreement, including, but not limited to:

- (a) violations of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Equal Pay Act, the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Family and Medical Leave Act, the Labor Management Relations Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, Executive Order 11246, Executive Order 11141, the Rehabilitation Act of 1973, or the Employee Retirement Income Security Act;
- (b) violations of any other federal or state statute or regulation or local ordinance, any other claims under state law arising in tort or contract, or any other claims for compensation or other benefits or rights under state law;
- (c) claims for lost or unpaid wages, compensation, or other benefits claims under state law, defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, bad faith action, slander, assault, battery, wrongful or constructive discharge, negligent hiring, retention and/or supervision, fraud, misrepresentation, conversion, tortious interference with property, negligent investigation, breach of contract, or breach of fiduciary duty;
- (d) claims to benefits under any and all bonus, severance, workforce reduction, early retirement, outplacement, or any other similar plan sponsored by Employer which Employee ever had or now has or may in the future have; or
- (e) any other claims under federal or state law arising in tort or contract.
- (f) In any event, employee shall retain all rights to any and all Worker's Compensation claims pending as of the date hereof and same are specifically not released per the instant Settlement, Accord and Satisfaction, as well as the instant agreement.

In addition, Employee acknowledges that this Agreement constitutes a full SETTLEMENT, ACCORD AND SATISFACTION of all claims covered by the release provisions of this Section. Notwithstanding the foregoing, it is understood by all parties that Employee does not release any claims that may arise under the terms of this Agreement or after the effective date of this Agreement.

  
Employee Initials

Employee forever waives, releases and covenants not to sue, file or pursue any complaint or claim against Employer or any of Employer's Releasees with any court, governmental agency or other entity based on any act or omission arising or occurring prior to the execution of this Agreement, whether known or unknown at the time of execution. Employee also waives any right to recover in a civil suit brought by any governmental agency or any other individual on his behalf.

5. **VIOLATIONS OF AGREEMENT.** Employee agrees that if Employee violates the provisions of this Agreement by bringing any lawsuit or cause of action against Employer or Releasees (except an action to enforce this Agreement), Employee will pay all costs, damages, and expenses of defending the suit incurred by Employer or Releasees, including reasonable attorneys' fees and all further costs and fees including attorneys' fees in connection with the collection of the former.

6. **CONFIDENTIALITY, NON-DISPARAGEMENT, NEUTRAL REFERENCE.** Both the Employee and Employer agree and will keep the substance and the terms and provisions of this Agreement strictly and absolutely confidential and at no time will disclose any information whatsoever regarding this Agreement, except Employee may divulge the terms and provisions of this Agreement to Employee's spouse, financial or tax advisor, and/or legal counsel provided that any such individual is also informed of the contents and effects of this Section. Either party may divulge the terms of this Agreement as may be required by law or by order of a court of competent jurisdiction after first giving reasonable notice of any such requirement for disclosure to the non-disclosing party to allow sufficient time to obtain a protective order, if necessary. Employee and Employer further agree that each will not engage in any communications which would disparage the other. In response to any inquiry about Employee from a prospective employer, Employer will provide only the position held by the Employee and his dates of employment. As required by law, Employer shall notify the Georgia Peace Officer Standards and Training Council of the change in Employee's employment status, stating only that the City and Employer terminated Employee's at-will employment by mutual agreement after a change in city leadership. Employer shall give a copy of the notification given to POST to the Employee.

7. **CONSIDERATION PERIOD AND OPTION TO REVOKE.** The parties agree and understand that Employee is entitled to take up to twenty-one (21) days to consider the terms of this Agreement, although Employee is free to sign the Agreement at any time during the 21-day consideration period. The parties further agree and understand that Employee may revoke this Agreement within seven (7) days after signing it. The last day upon which this Agreement can be revoked is referred to herein as the "Last Revocation Day." Revocation shall be made by hand-delivering a written notice of revocation to Employer no later than 5:00 p.m. Eastern Time, on the Last Revocation Day at the address set forth below Employer's signature herein.

8. **REPRESENTATIONS AND WARRANTIES; COVENANTS OF EMPLOYEE**

As further consideration for entering into this Agreement and the right to receive certain payments under this Agreement, Employee represents and warrants the following:

  
Employee Initials

- a) as of the date hereof, Employee has informed Employer in writing of any adverse compliance issues known to Employee that pertain to Employer or arise from Employee's employment with Employer;
- b) Employee has not violated any local, state or federal laws in the course of her employment with Employer;
- c) as of the date hereof, Employee has informed Employer of all relevant facts and disclosed to Employer all relevant documents in Employee's possession, custody or control regarding his separation of employment with Employer.

**9. MISCELLANEOUS**

(a) Scope of Agreement. This Agreement shall accrue to the benefit of and be binding upon the parties hereto, their respective successors, agents and permitted assigns, and as to Employee, his spouse, heirs, legatees, administrators, and personal representatives. Employee may not assign his rights or obligations under this Agreement without the prior written consent of Employer.

(b) Applicable Law. This Agreement shall be interpreted, enforced, construed, and governed under the laws of the State of Georgia.

(c) Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto, superseding and replacing all prior negotiations, understandings, representations and agreements, written or oral. No modification, amendment, waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either of the parties unless confirmed by a written instrument signed by both parties. No waiver by any party of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) Severability. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

**10. ACKNOWLEDGMENT OF KNOWING AND VOLUNTARY WAIVER**

Employee hereby represents and warrants that:

- (a) Employee has CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT;

  
Employee Initials

- (b) Employee has had an OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE AS TO THE TERMS OF THIS AGREEMENT to the full extent that Employee desired before signing this Agreement;
- (c) Employee understands that this Agreement FOREVER RELEASES Employer from any legal action arising prior to the date of execution of this Agreement;
- (d) Employee has had the opportunity to REVIEW AND CONSIDER THIS AGREEMENT FOR A PERIOD OF AT LEAST TWENTY-ONE (21) DAYS before signing it;
- (e) Employee understands that EMPLOYEE SHALL HAVE SEVEN (7) DAYS FOLLOWING THE EXECUTION OF THIS AGREEMENT TO REVOKE SAID AGREEMENT;
- (f) In signing this Agreement, EMPLOYEE DOES NOT RELY ON AND HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT (WRITTEN OR ORAL) NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT by Employer or by any of Employer's agents, representatives, or attorneys regarding the subject matter, basis, or effect of this Agreement or otherwise; and
- (g) Employee was not coerced, threatened, or otherwise forced to sign this Agreement, and Employee is VOLUNTARILY SIGNING THIS AGREEMENT of Employee's own free will.

**[SIGNATURES APPEAR ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the dates set forth below as an expression of their intent to be bound by the foregoing terms of this Agreement.

"EMPLOYEE"

James Breletic  
James Breletic  
Date: 3-11-19

EMPLOYEE'S ADDRESS:

5055 CARRIAGE DR.  
LAKE PARK, GA 31636

Sworn to and subscribed  
before me this 11 day  
of March, 2019.

Richard R. Steltenpohl  
Notary Public



[Seal]

City of Lake Park, Georgia

By:  
Walter K. Sandlin, Mayor  
Date: 3/14/19

Walter K. Sandlin

120 N. Essa Street  
Lake Park, GA 31636

JB  
Employee Initials



GEORGIA DEPARTMENT OF LABOR  
P.O. BOX 740052 ATLANTA, GA 30374  
404-232-3100 (Phone) / 404-656-2482 or 2304 (Fax)

MAILED 05/22/19  
5800

JAMES G BRELETIC

REPLY BEFORE 06/03/19

LAKE PARK-CITY

GA DOL ACCT NO. 140330-02

100 ESSA ST  
LAKE PARK, GA 31636

FAX OR MAIL YOUR REPLY - NOT BOTH  
(see instructions below)

## NOTICE OF CLAIM FILING AND REQUEST FOR SEPARATION INFORMATION

Your former employee has filed a claim for unemployment insurance.

Information is needed to determine the claimant's eligibility for benefits under the Georgia Employment Security Law. Please complete, in detail, the attached questionnaire, date and sign in the spaces provided and submit **BEFORE 06/03/19**. Answering each question carefully and thoroughly may help you avoid a call for clarification of your answer. You **MAY** be contacted by phone, but **ONLY** if additional information is needed to make a determination of eligibility for benefits.

### FAX INSTRUCTIONS

If you fax your response, please:

- do not send a fax transmittal sheet.
- do not fax this information letter if you use the attached questionnaire.
- DO NOT mail your response.

### GENERAL INFORMATION

If a timely response is received, and there is a disqualification placed on this claim, there will be no charges to your unemployment insurance tax account.

If the enclosed questionnaire is not applicable to the reason for separation, or if you need to furnish additional facts, attach separate sheets of paper. It will be necessary to include the employee's name and social security number on each sheet.

OCGA Section 34-8-256 of the Employment Security Law provides penalties for making false statements or failing to disclose material facts concerning unemployment insurance claims.

Employers that fail to respond to written requests for information from the Georgia Department of Labor (GDOL) with adequate information and/or by the specified deadline, on at least three separate occasions within the current calendar year, without substantial good cause, will be charged for benefits paid on subsequent claims regardless of whether the GDOL's benefits determination is later reversed on appeal or if an overpayment of benefits is established.

Are you interested in protecting your bottom line? Improve your UI separation information exchange process by participating in SIDES E-Response, a free web-based system to electronically receive and respond to requests for separation information. Go to [www.dol.state.ga.us/spotlight](http://www.dol.state.ga.us/spotlight), select Employer Separation E-Response under Employer Spotlights to register today.



**EMPLOYER'S INFORMATION ON DISCHARGE FOR FAILURE TO OBEY ORDERS, RULES OR INSTRUCTIONS OR FAILURE TO PERFORM THE DUTIES FOR WHICH HIRED.**



1. What date was the employee advised he/she was discharged? Release Agreement signed 3-11-19
  
2. What was the reason this person was discharged on this particular day? Give full details.  
General Release Agreement signed by both parties
  
3. Who told this employee that he/she was discharged? (Name/Title) \_\_\_\_\_
  
4. Explain in detail the effect the employee's actions had on your business? \_\_\_\_\_
  
5. Explain the policy, order, rule or instruction this employee failed to follow. \_\_\_\_\_
  - a. What date(s) did the violation described above occur? \_\_\_\_\_
  - b. When was this employee advised of the rule or policy? \_\_\_\_\_
  - c. How would this employee have known about the rule or policy prior to violation? \_\_\_\_\_
  
6. Give exact dates and details about any warnings given to the employee. If employee was advised he/she was in danger of losing his/her job, explain who told him/her, whether the warning was written or verbal and the nature of the warning. \_\_\_\_\_



7. If the discharge did not occur within a reasonable time from the date of the incident, what was the reason for the delay? \_\_\_\_\_



PLEASE PROVIDE THE FOLLOWING INFORMATION:

If employee was/will be/is being paid any type of payment (severance, separation, wages in lieu of notice, bonus, profit sharing, etc.) furnish the type, amount, period covered and date issued. DO NOT INCLUDE VACATION PAY.

Type Severance Amount \$3311.36 net

Period - from Feb 19, 2019 to March 18, 2019

Date above payment(s) was/will be issued to employee March 25, 2019

Dates of employment: Hired 07/26/13 Last worked 2-19-19

Average weekly wage amount (before taxes and not including overtime) \$1606.59 Bi weekly

Did this employee earn at least \$3,300 in your employ? Y  X  N

If not, give amount of gross earnings \_\_\_\_\_

Federal ID Number 58-1195373

Our records indicate your Georgia unemployment tax account number is 140330-02.

If this is not your account number, please furnish the correct number \_\_\_\_\_

Additional information may be furnished. If you attach separate sheets of paper, please include the employee's name and Social Security number on each sheet.

6-3-19 Jacantha Fowler Clerk  
Date Signature Title

229-559-7470 Ext. 2  
Telephone Number

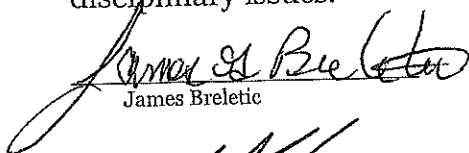




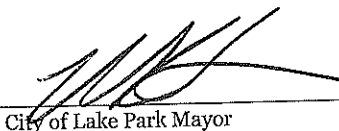
120 North Essa Street, Lake Park, Georgia 31636  
City Hall 229-559-7470  
Fax 229-559-7499

April 9, 2019

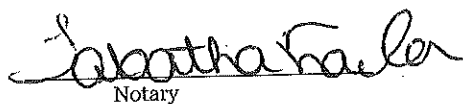
Employee, James Breletic, and the City of Lake Park terminated employee's at will employment by mutual agreement after a change in city leadership, it was not due to disciplinary issues.

  
James Breletic

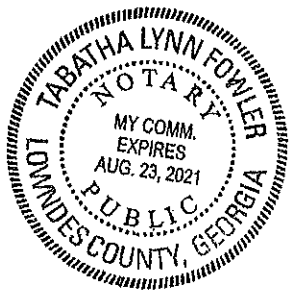
4-9-19  
Date

  
City of Lake Park Mayor

4-9-19  
Date

  
Notary

8-23-21  
Commission Expires



**LANGDALE VALLOTTON, LLP**

ATTORNEYS AT LAW  
A LIMITED LIABILITY PARTNERSHIP  
1007 NORTH PATTERSON STREET  
P. O. BOX 1547  
VALDOSTA, GEORGIA 31603

TELEPHONE (229) 244-5400  
FACSIMILE (229) 244-0453

CHRISTINA L. FOLSOM  
AMY P. HOLBROOK  
DREW FARRISH-BENNETT\*\*  
JOANNA S. NIJEM  
COURTNEY S. BASS

JOSEPH E. VALLOTTON  
(1945-2006)

WILLIAM P. LANGDALE, JR.  
WILLIAM P. LANGDALE, III  
ROBERT A. PLUMB, JR.\*  
J. DANIEL SCHERT  
WILLIAM C. NIJEM, JR.  
JAMES R. MILLER, IV  
JESSICA R. YOUNG\*\*

\*GA, MD & DC  
\*\*GA & FL

March 12, 2019

IN REPLY PLEASE  
REFER TO FILE

140096/R

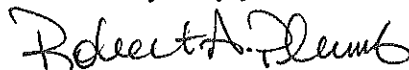
Tabatha Fowler, City Clerk  
City of Lake Park  
120 N. Essa Street  
Lake Park, GA 31636

RE: Severance Agreement with Chief Breletic

Dear Tabatha:

Enclosed please find the General Release Agreement which Chief Breletic has signed. Would you please have the mayor sign it where marked and return the signed original to me. Chief Breletic will still have 7 days to revoke the agreement after the City signs. After the 7 days expires, the City will need to issue a check payable to James Breletic in the amount of \$6,622.72 as shown in paragraph 3 of the agreement. This amount represents the net pay for 4 weeks of salary and 4 weeks of accrued vacation time after all payroll deductions. Therefore, you should process it like a regular payroll check, make all required deductions and pay the normal payroll taxes. Please call me if you have any questions.

Very truly yours,



Robert A. Plumb, Jr.

RAPjr/jb  
Enclosure

**LANGDALE VALLOTTON, LLP**

ATTORNEYS AT LAW

A LIMITED LIABILITY PARTNERSHIP

1007 NORTH PATTERSON STREET

P. O. BOX 1547

VALDOSTA, GEORGIA 31603

TELEPHONE (229) 244-5400

FACSIMILE (229) 244-0453

CHRISTINA L. FOLSOM  
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JESSICA R. YOUNG\*\*

\*GA, MD & DC

\*\*GA & FL

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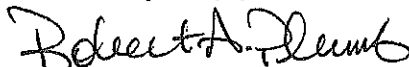
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Robert A. Plumb, Jr.

RAPjr/jb  
Enclosure

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2. **RETURN OF PROPERTY.** Employee shall immediately surrender and deliver to the acting police chief at City Hall any City property in his possession, including, but not limited to, police identification, weapons, vehicles, computers, keys, passwords and login id's or user names, paper or electronic files and records. Employee agrees to deactivate any websites owned or operated by him relating to the Lake Park Police Department and hereby releases and assigns all rights to the domain name lakeparkpolice.com to the Employer.
3. **CONSIDERATION.** In consideration of and in exchange for Employee entering into and signing this Agreement, Employer shall pay Employee, after the period to revoke has expired as referenced in Paragraph 7 herein, the sum of Six Thousand Six Hundred Twenty-Two and 72/100 DOLLARS (\$6,622.72) (the "Severance Amount") representing: (i) net pay of \$3,311.36 for four (4) weeks of Employee's salary in his current position with Employer, and (ii) net pay of \$3,311.36 for four (4) weeks' vacation time. The aforementioned Severance Amount represents the "net" amount of wages to be paid to Employee after deduction of all applicable federal and state withholdings by Employer for the payment of such wages to Employee. Employee acknowledges that the consideration described in this Section is more than what Employee would have been entitled to receive had Employee not chosen to execute this Agreement. Employee further acknowledges that the provisions in this Section constitute sufficient consideration to warrant a binding and enforceable contract.

Employee expressly agrees that he is solely responsible for all federal, state, or local tax obligations for which he would be responsible if Employer's payment of the Severance Amount is determined to constitute income, including, but not limited to, all tax payment obligations which may arise as a consequence of this payment. Employee further agrees promptly to pay, be responsible for, indemnify, and hold Employer and others released herein harmless from any and all liability for taxes, interest, or penalties assessed by any taxing authority arising out of or because of the payment of the Severance Amount including, but not limited to, FICA, federal, state, or local income tax, contributions for Medicare and social security taxes, and for any other tax or contribution of any sort.

4. **RELEASE BY EMPLOYEE.** Employee hereby voluntarily, irrevocably, fully, and completely RELEASES, ACQUITS, AND FOREVER DISCHARGES Employer (including its

  
Employee Initials

current and former elected officials, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, insurers, subsidiaries, divisions, affiliates, and related entities, collectively known herein as "Releasees") from any and all claims, complaints, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever (whether known or unknown) which Employee ever had, may have, or now has arising from or related to, directly or indirectly, Employee's employment with Employer, the cessation of Employee's employment, or other events accrued as of the date of execution of this Agreement, including, but not limited to:

- (a) violations of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Equal Pay Act, the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Family and Medical Leave Act, the Labor Management Relations Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, Executive Order 11246, Executive Order 11141, the Rehabilitation Act of 1973, or the Employee Retirement Income Security Act;
- (b) violations of any other federal or state statute or regulation or local ordinance, any other claims under state law arising in tort or contract, or any other claims for compensation or other benefits or rights under state law;
- (c) claims for lost or unpaid wages, compensation, or other benefits claims under state law, defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, bad faith action, slander, assault, battery, wrongful or constructive discharge, negligent hiring, retention and/or supervision, fraud, misrepresentation, conversion, tortious interference with property, negligent investigation, breach of contract, or breach of fiduciary duty;
- (d) claims to benefits under any and all bonus, severance, workforce reduction, early retirement, outplacement, or any other similar plan sponsored by Employer which Employee ever had or now has or may in the future have; or
- (e) any other claims under federal or state law arising in tort or contract.
- (f) In any event, employee shall retain all rights to any and all Worker's Compensation claims pending as of the date hereof and same are specifically not released per the instant Settlement, Accord and Satisfaction, as well as the instant agreement.

In addition, Employee acknowledges that this Agreement constitutes a full SETTLEMENT, ACCORD AND SATISFACTION of all claims covered by the release provisions of this Section. Notwithstanding the foregoing, it is understood by all parties that Employee does not release any claims that may arise under the terms of this Agreement or after the effective date of this Agreement.



Employee forever waives, releases and covenants not to sue, file or pursue any complaint or claim against Employer or any of Employer's Releasees with any court, governmental agency or other entity based on any act or omission arising or occurring prior to the execution of this Agreement, whether known or unknown at the time of execution. Employee also waives any right to recover in a civil suit brought by any governmental agency or any other individual on his behalf.

5. **VIOLATIONS OF AGREEMENT.** Employee agrees that if Employee violates the provisions of this Agreement by bringing any lawsuit or cause of action against Employer or Releasees (except an action to enforce this Agreement), Employee will pay all costs, damages, and expenses of defending the suit incurred by Employer or Releasees, including reasonable attorneys' fees and all further costs and fees including attorneys' fees in connection with the collection of the former.

6. **CONFIDENTIALITY, NON-DISPARAGEMENT, NEUTRAL REFERENCE.** Both the Employee and Employer agree and will keep the substance and the terms and provisions of this Agreement strictly and absolutely confidential and at no time will disclose any information whatsoever regarding this Agreement, except Employee may divulge the terms and provisions of this Agreement to Employee's spouse, financial or tax advisor, and/or legal counsel provided that any such individual is also informed of the contents and effects of this Section. Either party may divulge the terms of this Agreement as may be required by law or by order of a court of competent jurisdiction after first giving reasonable notice of any such requirement for disclosure to the non-disclosing party to allow sufficient time to obtain a protective order, if necessary. Employee and Employer further agree that each will not engage in any communications which would disparage the other. In response to any inquiry about Employee from a prospective employer, Employer will provide only the position held by the Employee and his dates of employment. As required by law, Employer shall notify the Georgia Peace Officer Standards and Training Council of the change in Employee's employment status, stating only that the City and Employer terminated Employee's at-will employment by mutual agreement after a change in city leadership. Employer shall give a copy of the notification given to POST to the Employee.

7. **CONSIDERATION PERIOD AND OPTION TO REVOKE.** The parties agree and understand that Employee is entitled to take up to twenty-one (21) days to consider the terms of this Agreement, although Employee is free to sign the Agreement at any time during the 21-day consideration period. The parties further agree and understand that Employee may revoke this Agreement within seven (7) days after signing it. The last day upon which this Agreement can be revoked is referred to herein as the "Last Revocation Day." Revocation shall be made by hand-delivering a written notice of revocation to Employer no later than 5:00 p.m. Eastern Time, on the Last Revocation Day at the address set forth below Employer's signature herein.

8. **REPRESENTATIONS AND WARRANTIES; COVENANTS OF EMPLOYEE**

As further consideration for entering into this Agreement and the right to receive certain payments under this Agreement, Employee represents and warrants the following:

- a) as of the date hereof, Employee has informed Employer in writing of any adverse compliance issues known to Employee that pertain to Employer or arise from Employee's employment with Employer;
- b) Employee has not violated any local, state or federal laws in the course of her employment with Employer;
- c) as of the date hereof, Employee has informed Employer of all relevant facts and disclosed to Employer all relevant documents in Employee's possession, custody or control regarding his separation of employment with Employer.

9. **MISCELLANEOUS**

(a) Scope of Agreement. This Agreement shall accrue to the benefit of and be binding upon the parties hereto, their respective successors, agents and permitted assigns, and as to Employee, his spouse, heirs, legatees, administrators, and personal representatives. Employee may not assign his rights or obligations under this Agreement without the prior written consent of Employer.

(b) Applicable Law. This Agreement shall be interpreted, enforced, construed, and governed under the laws of the State of Georgia.

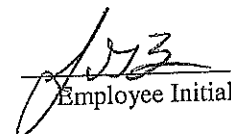
(c) Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto, superseding and replacing all prior negotiations, understandings, representations and agreements, written or oral. No modification, amendment, waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either of the parties unless confirmed by a written instrument signed by both parties. No waiver by any party of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) Severability. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

10. **ACKNOWLEDGMENT OF KNOWING AND VOLUNTARY WAIVER**

Employee hereby represents and warrants that:

- (a) Employee has CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT;

  
Employee Initials

- (b) Employee has had an OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE AS TO THE TERMS OF THIS AGREEMENT to the full extent that Employee desired before signing this Agreement;
- (c) Employee understands that this Agreement FOREVER RELEASES Employer from any legal action arising prior to the date of execution of this Agreement;
- (d) Employee has had the opportunity to REVIEW AND CONSIDER THIS AGREEMENT FOR A PERIOD OF AT LEAST TWENTY-ONE (21) DAYS before signing it;
- (e) Employee understands that EMPLOYEE SHALL HAVE SEVEN (7) DAYS FOLLOWING THE EXECUTION OF THIS AGREEMENT TO REVOKE SAID AGREEMENT;
- (f) In signing this Agreement, EMPLOYEE DOES NOT RELY ON AND HAS NOT RELIED ON ANY REPRESENTATION OR STATEMENT (WRITTEN OR ORAL) NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT by Employer or by any of Employer's agents, representatives, or attorneys regarding the subject matter, basis, or effect of this Agreement or otherwise; and
- (g) Employee was not coerced, threatened, or otherwise forced to sign this Agreement, and Employee is VOLUNTARILY SIGNING THIS AGREEMENT of Employee's own free will.

**[SIGNATURES APPEAR ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the dates set forth below as an expression of their intent to be bound by the foregoing terms of this Agreement.

"EMPLOYEE"

James Breletic  
James Breletic  
Date: 3-11-19

EMPLOYEE'S ADDRESS:

5055 Carrasco DR.  
LAKE PARK, GA 31636

Sworn to and subscribed  
before me this 11 day  
of March, 2019.

[Signature]  
Notary Public



[Seal]

City of Lake Park, Georgia

By:  
Walter K. Sandlin, Mayor  
Date: \_\_\_\_\_

[Signature]

120 N. Essa Street  
Lake Park, GA 31636

[Signature]  
Employee Initials



120 North Essa Street, Lake Park, Georgia 31636  
City Hall 229-559-7470  
Fax 229-559-7499

February 21, 2019

Lowndes County 911  
Attention Danny Weeks


On behalf of the City of Lake Park, we would like to request to stop the service to the assigned radio and GCIC/911 access effective immediately for James Breletic.

If you have any questions and/or concerns, please contact city hall at 229-559-7470 ext. 2.

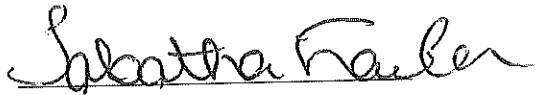
Thank you,

  
\_\_\_\_\_  
Mayor Keith Sandlin

2-21-19  
Date

  
\_\_\_\_\_  
Council Member Tom Barr

2-21-19  
Date

  
\_\_\_\_\_  
Notary

2-21-19  
Commission Expires





WM. AL TURNER, JR.  
ATTORNEY AT LAW

RECEIVED FEB 19 2019

@ 2:40 P.M.

T.F.

108 E. FORCE STREET  
VALDOSTA, GA 31601  
TELEPHONE (229) 244-4811  
email-alturner@wmalturnerlaw.com

P.O. Box 819  
VALDOSTA, GA 31603  
TELECOPIER (229) 244-3919  
www.wmalturnerlawfirm.com

February 19, 2019

Mr. Robert A. Plumb, Jr.  
Langdale & Vallotton  
P.O. Box 1547  
Valdosta, GA 31603-1547

RE: Police Chief James Breletic  
City of Lake Park  
OUR FILE: 19 L 018

Dear Rob:

This follows our conversation on Friday February 15<sup>th</sup>. I represent Chief of Police, James Breletic. He received a letter from Mayor Sandlin on Monday, February 11, 2019 (copy enclosed).

The purpose of this letter is to accept the offer to resign, upon the following terms and conditions:

- (1) Chief Breletic receives payment for his five-weeks vacation time, his nine weeks comp time from last year, plus one month's salary;
- (2) The resignation will be effective March 2, 2019;
- (3) The Mayor/Council and Chief Breletic execute a confidentiality agreement, confirming that the terms and conditions of his resignation will be kept confidential;
- (4) Chief Breletic will receive a letter of recommendation from the Mayor/Council, confirming that he is voluntarily leaving, on good terms.

The Chief will consider accepting his payments in the form of a check every two weeks, if the City wishes to make the payments over time.

In the event that any decisions regarding the Chief might be considered a termination, this letter shall be considered an appeal of that decision.

I look forward to hearing from you.

Very truly yours,

Wm. Al Turner, Jr.

WAT:cgb



120 North Essa Street, Lake Park, Georgia 31636  
City Hall 229-559-7470  
Fax 229-559-7499

November 20, 2018

Dear Sir or Madam,

My name is Eric Schindler and I serve the City of Lake Park Georgia as its Mayor for the past 5 years. James Breletic was selected to become our Chief of police from a group of highly qualified Law enforcement applicants. Since 2013, he has been dutifully serving as Lake Park's Chief of Police. I can vouch for James, whose superb moral character, dedication; hard work and integrity are just some of his attributes. Chief Breletic has always made it a point of pride to obey the law and to encourage the same behavior in others, including the many officers he hired and trained to meet his strict standards.

Chief Breletic is also very community-minded. He has spearheaded many community events including Senior citizens gun safety training. He has on many occasions mentored the younger citizens of Lake Park. Chief Breletic commands respect not based on fear, but on his true genuine ability to touch these kids' hearts and minds. He always has a kind word for all citizens and business owners. I have personally seen him pay for meals and lodging for someone who cannot afford it, pay for groceries and take families shopping on his dime.

James Breletic came to Lake Park, Ga. with a very successful and colorful career history. He has had the fortunate opportunity to experience many facets of law enforcement.

His expertise, diversity and leadership allowed our city to become GCIC certified. James was also responsible for the development of a working protocol for the Municipal city court and for

implementing a supervised community service program. This program has saved the city of Lake Park nearly \$40,000 a year. He also undertook the task of constructing a working police station (complete with computers and work stations for all active officers), secured the purchase of three police vehicles "Dodge Chargers" for the Lake Park Police Dept. at exceptional pricing.

James has also been responsible for solving many crimes that occurred inside our city as well as outside via a program of mutual cooperation with other law enforcement agencies throughout Georgia, Florida and Alabama. He was the genius behind the formation of the Lake Park Law Enforcement Dive Team, that was instrumental in solving a string of multistate church robberies.


Chief James Breletic was recently nominated and appointed President of the State of Georgia's "Police Chiefs Association Southern Region".

This position not only characterizes the unique abilities and high moral character of James Breletic, but also brings great honor and respect to the City of Lake Park.

In closing I would like to add that I consider it an honor to have served our city with one of the finest men I know. Any agency that is fortunate enough to secure James Breletic will be an agency that is operated to the highest standards.

If you have any questions or concerns regarding James Breletic, do not hesitate to call me.

Sincerely,

  
Eric Schindler- Mayor  
City of Lake Park Ga.





120 North Essa Street, Lake Park, Georgia 31636

Chief James Breletic

Mr. Mayor Schindler,

Please accept this letter as my formal request to rollover my two weeks of my three week(s) vacation from the year 2017 to 2018. My anniversary date is July the 26th and due to restraints that we've had on the police department it is my understanding I will not be able to take my three weeks' vacation that is owed to me for the year 2017 to 2018.

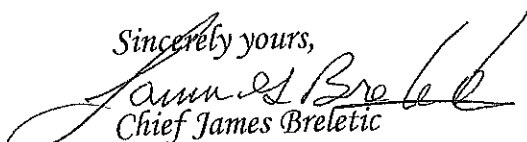
Therefore I humbly request roll over two weeks to be paid to me before the end of 2018. I will be taking one week on the owed vacation time (2017-2018) on or about 11/26—30/2018).


In addition I do know that I will be acquiring three more weeks of vacation after my anniversary date of July 26th 2018 (July 2018- July 2019) and will attempt as long as the police department is covered to take some of this time off.

Thank you very much for the consideration of this request since I've been here at the City of Lake Park I've lost numerous weeks of vacation, my personnel days (Birthday) and have not been paid for holidays which I've worked. When I have questioned this I have been told by the city "I'm on salary".

If you agree to this request feel free just to sign said letter and place it in my personnel file.

Sincerely yours,

  
Chief James Breletic  
Lake Park Police Department

  
MAYOR  
Lake Park



120 North Essa Street, Lake Park, Georgia 31636  
City Hall 229-559-7470  
Fax 229-559-7499

TO: Court Clerk Tabatha Fowler  
Asst. Court Clerk Connie Martinez  
Police Chief James Breletic

FROM: Mayor Eric Schindler  
Mayor Pro Tem Ronald Carter  
Council Member Paul Mulkey  
Council Member Bert Rutland

Refer: Lack of proper records keeping within the court services  
Non filing of court citations with the State of Georgia

It has been brought to our attention that during the past ten plus years traffic dispositions have not been completed in a timely manner. We were advised that some of these court dispositions have never been completed and sent into the State of Georgia. To confirm, we have had approximately three different problems which has arisen from the lack of sending these dispositions into the state and that these issues have been addressed and fixed.

It is my understanding from conversations with yourselves that there is a short grace period of time which these citations have to be sent into the State of Georgia so that the Department of Driver's Service can input the violations. If this time limit is not followed the city may be fined, possible criminal charges lodged against city members and suspension and or loss of our city court.

Myself and the City Council wish to extend our thanks for bringing this matter to our attention and do hereby notify all parties addressed within this letter that it is not your fault, nor does the city hold any of you accountable for any actions that may have occurred prior to your employment with the City of Lake Park.

In addition, we wish to thank you for minimizing these issues without further incident, thus keeping the city from any legal actions, job well done in getting this important matter resolved.

Eric Schindler 10-28-15  
Mayor Eric Schindler Date

Ronald Carter 1-5-16  
Mayor Pro Tem Ronald Carter Date

Paul R. Mulkey 11-10-15  
Council Member Paul Mulkey Date

Bert Rutland 1-5-16  
Council Member Bert Rutland Date

CC: T. Fowler, C. Matinez, J. Breletic



120 North Essa Street, Lake Park, Georgia 31636

GENERAL ORDER:	
TOPIC: EQUIPMENT	APPROVED BY: Chief James Breletic
	DATE / REVISED DATE: 09012013

This general order is to supersede any written policy set forth within the City of Lake Park, Georgia. Said order will commence from September 1st, 2013 and will remain in effect until amended, added to or removed by the Chief of Police and/or his/her designee. Failure to comply with said general order(s) will result in disciplinary action, to include but not limited to verbal counseling, written reprimand, suspension, and/or dismissal.

**V1 – vehicle**

As of this date it is a general policy of the City of Lake Park Georgia Police Department that all vehicles will be cleaned and fully fuelled upon the end of the Officers assigned rotation shift(s). (Subject to inspection)

It is a general Order that anyone who operates a law enforcement vehicle owned by the City of Lake Park will maintain a current Georgia driver's license. (Subject to inspection)

It is hereby ordered that no citizen or any other individuals will occupy a city owned law enforcement vehicle without the express permission of the Chief of Police. (Subject to inspection)

**F1 – firearms**

As of this date it is general order/policy that all firearms will be accounted for within the City of Lake Park Police Department and that any weapon issued to an officer from said city will have serial number, make, model and to whom it is issue too. All firearms will be secured properly within city vehicles.

Only authorized firearms will be allowed to be carried by sworn officers within this department. The Chief of Police only can authorize firearms carried by sworn officers within the City of Lake Park Police Department. (Subject to inspection)

**T1 – telephone**

As of this date it is general order /policy that all officers will carry city issued cellular telephones. It is the officer's responsibility to maintain these devices which would include having them fully operational and charged up while on duty. Should any officer should not comply with this general order the cellular telephone can be removed from said officer and will result in disciplinary action. (Subject to inspection)



120 North Essa Street, Lake Park, Georgia 31636

GENERAL ORDER:	
TOPIC: PAPERWORK	APPROVED BY: Chief James Breletic
	DATE / REVISED DATE: 09012013

This general order is to supersede any written policy set forth within the City of Lake Park, Georgia. Said order will commence from September 1st, 2013 and will remain in effect until amended, added to or removed by the Chief of Police and/or his/her designee. Failure to comply with said general order(s) will result in disciplinary action, to include but not limited to verbal counseling, written reprimand, suspension, and/or dismissal.

**Reports:**

As of this date it is general order / policy that all paperwork will be completed at the end of the shift and turned in for review by the Chief Police and or his/her designee. Approval can be given by the Chief of Police to finish necessary report(s) on the following shift(s).

**Timesheets:**

As of this date it is general order /policy that all timesheets will be turned into the Chief of Police and or his/her designee for approval. These timesheets will be completed on Wednesday prior to the end of the fiscal pay period.

**Daily activity reports:**

As of this date it is general order /policy that all sworn officers will fill out a daily activity report to include the following: traffic stops, calls to service, meals taken, communication with businesses and or general public.

**Dissemination of confidential information:**

As of this date it is general order/policy that no confidential information be disseminated to the public by any sworn officer within the City of Lake Park Police Department. This is to include but not limited to computerize printouts on drivers history, criminal history, arrest warrants and or traffic citations.

Received and signed by Officer *[Signature]* badge number 119

on this 3<sup>rd</sup> day of December 201~~3~~<sup>14</sup> and witnessed by

*Chief James Breletic* at approximately 1632 hours.



120 North Essa Street, Lake Park, Georgia 31636

GENERAL ORDER:	
TOPIC: EQUIPMENT	APPROVED BY: Chief James Breletic
	DATE / REVISED DATE: 09012013

This general order is to supersede any written policy set forth within the City of Lake Park, Georgia. Said order will commence from September 1st, 2013 and will remain in effect until amended, added to or removed by the Chief of Police and/or his/her designee. Failure to comply with said general order(s) will result in disciplinary action, to include but not limited to verbal counseling, written reprimand, suspension, and/or dismissal.

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**F1 – firearms**

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**T1 – telephone**

As of this date it is general order /policy that all officers will carry city issued cellular telephones. It is the officer's responsibility to maintain these devices which would include having them fully operational and charged up while on duty. Should any officer should not comply with this general order the cellular telephone can be removed from said officer and will result in disciplinary action. (Subject to inspection)



120 North Essa Street, Lake Park, Georgia 31636

GENERAL ORDER:	
TOPIC: First Aid	APPROVED BY: Chief James Breletic
	DATE / REVISED DATE: 0101014

This general order is to supersede any written policy set forth within the City of Lake Park, Georgia. Said order will commence from January 31<sup>st</sup>, 2014 and will remain in effect until amended, added to or removed by the Chief of Police and/or his/her designee. Failure to comply with said general order(s) will result in disciplinary action, to include but not limited to verbal counseling, written reprimand, suspension, and/or dismissal.

**First Aid:**

As of this date it is general order /policy that all officers will provide first aid and /or life support for any victim that the officer encounters while on duty until EMS personnel came arrive on the scene. Upon arrival of EMS and /or medical personnel the scene will be turned over to said medical personnel.

In addition, it is general order /policy that all officers will maintain any city issued First Aid Equipment and assure that said equipment is in good working order. Should there be a problem with said devices it is the officer's responsibility to bring it to the attention of the Chief of Police. (Subject to inspection)

Received and signed by Officer *James P. [Signature]* badge number 119

on this 3<sup>rd</sup> day of December 2014 and witnessed by

*Chief James Breletic* at approximately 1632 hours.



Chief

120 North Essa Street, Lake Park, Georgia 31636  
City Hall 229-559-7470  
Fax 229-559-7499

January 22, 2019

TO: City of Lake Park Employees/City Council Members/Volunteer City Committees

Per this Letter please find attached a copy of the City's Non-Disclosure/Confidential Agreement that requires your signature.

This Non-Disclosure/Confidential Agreement requires that the Employee/City Council Members/Volunteer City Committees representatives fully agrees that no disclosure will be made without express written permission of the City of Lake Park, GA and that the disclosing Party will suffer irreparable injury if its Confidential information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and City of Lake Park shall be entitled to obtain injunctive relief against a threatened breach of continuation of any such breach and, in the event of such breach, and award of actual and exemplary damages from any court of competent jurisdiction.

Please read, sign and return to the City Clerk for it to be placed on file.

Respectfully submitted,

Tabatha Fowler, City Clerk  
City of Lake Park, GA.



120 North Essa Street, Lake Park, Georgia 31636

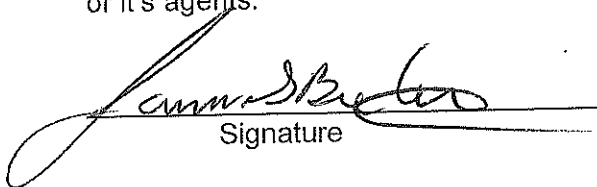
### City of Lake Park, Georgia - Non-Disclosure/Confidential Agreement

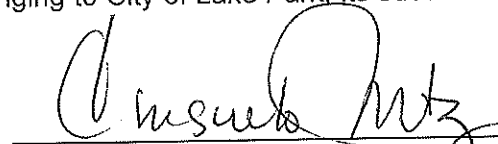
1. It is dually noted that on the 22 day of June, 2019 and hereby understood by the undersigned individual that he/she/they cannot disclose Confidential Information to any Party such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying City of Lake Park, Georgia the proprietary and confidential nature of the information, such notification to be done orally, bye-mail or written correspondence, or via other means of communication as might be appropriate.
  
2. All Confidential Information (tangible and or electronically obtained) disclosed under this Agreement shall be and remain the property of the City of Lake Park, Georgia and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The undersigned fully agrees that no disclosure will be made without express written permission of City of Lake Park, Georgia and that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and City of Lake Park, Georgia shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
  
3. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
  - a. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
  - b. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or



- c. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
  - d. Is approved for release (and only to the extent so approved) by the disclosing Party; or
  - e. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
4. Nothing in this Agreement shall be construed to constitute an agency partnership, joint venture, or other similar relationship between the Parties.
5. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement. After the two year period of time a new non-disclosure agreement shall be signed by parties and all the above provisions shall remain in effect and is hereby by the under signed parties.
6. This Agreement shall be witnessed by both parties and do hereby negotiate the presence of a third party witness and said agreement shall be governed by United States Federal and the State of Georgia law(s), whereas any dispute shall be in mediation prior to any formal action taken by either Party.
7. Return Company Documents, etc.

During time of employment with the City of Lake Park, Contractor agrees that all documents that are created for the City of Lake Park will remain as intellectual property of the City of Lake Park and understand that City of Lake Park has sole writes to said document. At the time of the termination of this Agreement, the Contractor will deliver to City of Lake Park (and will not keep in his/her possession, recreate or deliver to anyone else) any and all City of Lake Park's records, writings, articles, website content, blogs, data, notes, reports, proposals, lists, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by Contractor Writer pursuant to the terms here of or otherwise belonging to City of Lake Park, its successors and or it's agents.

  
Signature

  
City of Lake Park (Mayor/Official)

# CITY OF LAKE PARK

Employment Application



120 N Essa St. Lake Park, GA 31636  
Office 229-559-7470 Fax 229-559-7499

## 1. APPLICANT INFORMATION

Last Name		BRELETIC		First	JAMES		M.I.	G		Date	7-27-13	
Street Address		187 Timber Creek Ln										
City	MARLETTA			State	GA			ZIP	30060			
Phone				E-mail Address		DRBRE@PEPSERVICE.COM						
Date Available				Social Security No.				Desired Salary				
Position Applied for		CHIEF OF POLICE										
Are you a citizen of the United States?		YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	If no, are you authorized to work in the U.S.?		YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	
Have you ever worked for this company?		YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	If so, when?						
Have you ever been convicted of a felony?		YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	If yes, explain						

## 2. EDUCATION

High School				Address							
From		To		Did you graduate?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Degree		
College				Address							
From		To		Did you graduate?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Degree		
Other				Address							
From		To		Did you graduate?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Degree		

## 3. DRIVERS LICENSE

Do you have a valid Georgia driver's license?		YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>		
License Type:		<input checked="" type="checkbox"/> Operator	<input type="checkbox"/> CDL	<input type="checkbox"/> Class			
Endorsement Code:		CLASS C					
License Number :		State:	GA		Expiration Date:	12/13/2018	

## 4. PREVIOUS EMPLOYMENT

Company		Phone	
Address		Supervisor	
Job Title	Starting Salary	\$	Ending Salary
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference?		YES	<input type="checkbox"/>
		NO	<input type="checkbox"/>

Company		Phone	
Address		Supervisor	
Job Title	Starting Salary \$	Ending Salary \$	
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Company		Phone	
Address		Supervisor	
Job Title	Starting Salary \$	Ending Salary \$	
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

**5. MILITARY SERVICE**

Branch	N/A	From	To
Rank at Discharge		Type of Discharge	
If other than honorable, explain			

**6. Have you ever been CONVICTED of ANY violation of the law, other than minor traffic offenses, or pleaded NOLO CONTENDERE to criminal charges, even if the adjudication was withheld?**

YES  NO

If yes, please give  
 Name of the offense \_\_\_\_\_  
 Name and location of court \_\_\_\_\_  
 Deposition of case \_\_\_\_\_

**NOTE:** A conviction does not automatically mean you cannot be employed by the City of Lake Park. The nature of the Offense, how long ago it occurred, relationship to this job, etc. are given consideration.

**7. Have you ever work for the City of Lake Park?**

YES  NO  If yes please give date of employment \_\_\_\_\_

Position title \_\_\_\_\_

**8. Are you related to a City of Lake Park employee, Mayor, or Council Member?**

YES  NO

If yes, please give the persons  
 Name \_\_\_\_\_  
 Relationship to you \_\_\_\_\_

### 9. REFERENCES

Please list three professional references.

Full Name		Relationship	
Company		Phone	
Address			
Full Name		Relationship	
Company		Phone	
Address			
Full Name		Relationship	
Company		Phone	
Address			

### 10. DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature *Samir B. B. [unclear]* Date *7/29/13*

# Certificate of Training

This certifies that

*James Breletic*

has successfully completed 4 hours of instruction in

Intro to Local Government Safety Coordinator Module 3

on September 22, 2016 in Tifton / Tift County, Georgia



Local Government Risk Management Services, Inc.



A Service Organization  
of the  
Association County Commissioners  
of Georgia  
and the  
Georgia Municipal Association

*Dennis Watts*



**Georgia Bureau of Investigation Training Center**

# Certificate of Training

*This Certifies That*

**James Breletic**

has successfully completed the GBI course:

**CJIS Network Operator Training 4 - Final Certification Exam**

on: 7/22/2016 with a score of: 100

This course provides up to 5 POST credit hours. (Post code: IGB30G)

**Terri Fisher**  
Deputy Director  
Georgia Crime Information Center



**Georgia Bureau of Investigation Training Center**

# Certificate of Training

*This Certifies That*

**James Breletic**

has successfully completed the GBI course:

**Security Awareness Training and Awareness Statement**

on: 7/20/2016 with a score of: 100

This course provides 1 POST credit hours. (Post code: DGB01G )

**Terri Fisher**  
Deputy Director  
Georgia Crime Information Center



**Georgia Bureau of Investigation Training Center**

# Certificate of Training

*This Certifies That*

**James Breletic**

has successfully completed the GBI course:

**CJIS Network Operator Training 4 - Final Certification Exam**

on: 07/22/2016 with a score of: 100  
This course provides up to 5 POST credit hours. (Post code: IGB30G)

**Terri Fisher**  
Deputy Director  
Georgia Crime Information Center





**Georgia Bureau of Investigation Training Center**

# Certificate of Training

*This Certifies That*

**James Breletic**

has successfully completed the GBI course:

**Security Awareness Training and Awareness Statement**

on: 07/20/2016 with a score of: 100

This course provides 1 POST credit hours. (Post code: DGB01G )

A handwritten signature in black ink, appearing to read 'Terri Fisher', written over a horizontal line.

**Terri Fisher**  
Deputy Director  
Georgia Crime Information Center



# Georgia State Patrol

*This is to certify that*

*James Brelectic*

*has successfully completed the duly authorized course entitled*

**Due Regard**

*In Witness thereof, the seal of the State of Georgia  
and signatures of Duly Authorized Officers affixed.*

*Given on this 7th day of April, 2016.*

*Sgt R.M. Caniff #371*  
(Rank, Name, Badge Number)  
Authorized Instructor

# Certificate of Training

This certifies that

*James Brekic*

has successfully completed 4 hours of instruction in

## Intro to Local Government Safety Coordinator Module 2

on June 10, 2015 in Macon / Bibb County, Georgia



Association of Georgia County Governments



A Service Organization  
of the  
Association County Commissioners of  
Georgia  
and the  
Georgia Municipal Association

Local Government Risk Management Services, Inc.

*Dennis Watts*

# EMERGENCY VEHICLE LIGHT PERMIT APPLICATION RED/BLUE

O.C.G.A. § 40-8-92

MAIL TO:

Department of Public Safety  
Attn: Light Permit Section  
P.O. Box 1456  
Atlanta, GA 30371



CONTACT US

(404) 624 - 7211

www.dps.georgia.gov

Agency Name: City of Lake Park Police Department Age: 53  
(Applicant's Age Only)

Mailing Address: 120 Essa Street

City: Lake Park State: GA Zip: 31636 County: Lowndes

Telephone: 229-559-7470

Vehicle Owned By:	
Company	<input type="checkbox"/>
Individual	<input type="checkbox"/>
Government	<input checked="" type="checkbox"/>

### STATEMENT OF USE

Volunteer Fire       Civil Defense/EMA  
 Law Enforcement - Unmarked       Other: (Please Attach Statement)

NO FEE IS REQUIRED FOR *Volunteer Firemen, City, County, State, or Federal owned Vehicles.*  
REGISTERED RECIPIENT OF PERMIT SHALL BE HELD RESPONSIBLE ALONG WITH THE OPERATOR OF VEHICLE

I, the undersigned, believe that the best interest of the community will be served if the applicant named below is granted a permit(s).			
AUTHORIZER'S NAME: Please Type or Print	AUTHORIZER'S SIGNATURE	TITLE	DATE SIGNED
<u>David Brown</u>	<u>David Brown</u>	<u>Fire chief</u>	<u>12-30-14</u>
SIGNED BY (Check Applicable Box)			
<input type="checkbox"/> LOCAL CHIEF OF POLICE	<input checked="" type="checkbox"/> LOCAL FIRE CHIEF	<input type="checkbox"/> LOCAL MAYOR	<input type="checkbox"/> GOVERNMENT OFFICIAL
<input type="checkbox"/> LOCAL SHERIFF	<input type="checkbox"/> COUNTY COMMISSIONER	<input type="checkbox"/> EMA DIRECTOR	
<b>* NO ONE MAY APPROVE HIS OR HER APPLICATION *</b>			

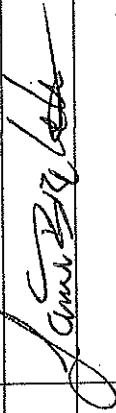
Date: \_\_\_\_\_ Applicant Name: \_\_\_\_\_

Notary Public: \_\_\_\_\_ Date: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Signature: \_\_\_\_\_

(SIGNATURE & SEAL REQUIRED)

DESCRIPTION OF VEHICLE(S) TO WHICH LIGHT IS TO BE OPERATED

							Department Use Only	
Year	Make	Tag	Manufacturer's Vehicle ID Number	Age	Name	Signature	Sticker Number	
1.	2006	Chevy	GVBRE1	1GND513S262241447	10	James Breletic		
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
							TOTAL FEE ENCLOSED:	0

NO PERSONAL CHECKS OR CASH ACCEPTED  
 \* MAKE PAYMENTS PAYABLE TO  
 DEPARTMENT OF PUBLIC SAFETY \*

# EMERGENCY VEHICLE LIGHT PERMIT APPLICATION RED/BLUE

O.C.G.A. § 40-8-92

**MAIL TO:**

Department of Public Safety  
Attn: Light Permit Section  
P.O. Box 1456  
Atlanta, GA 30371



CONTACT US

(404) 624 - 7211

www.dps.georgia.gov

Agency Name: Lake Park Police Department Age: 54  
(Applicant's Age Only)

Mailing Address: 120 N Essa Street

City: Lake Park State: Ga Zip: 31636 County: Lowndes

Telephone: 229-559-7470

Vehicle Owned By:	
Company	<input type="checkbox"/>
Individual	<input type="checkbox"/>
Government	<input checked="" type="checkbox"/>

**STATEMENT OF USE**

- |   |   |
|---|---|
| <input type="checkbox"/> Volunteer Fire             | <input type="checkbox"/> Civil Defense/EMA                |
| <input type="checkbox"/> Law Enforcement - Unmarked | <input type="checkbox"/> Other: (Please Attach Statement) |

NO FEE IS REQUIRED FOR *Volunteer Firemen, City, County, State, or Federal owned Vehicles.*  
REGISTERED RECIPIENT OF PERMIT SHALL BE HELD RESPONSIBLE ALONG WITH THE OPERATOR OF VEHICLE

I, the undersigned, believe that the best interest of the community will be served if the applicant named below is granted a permit(s).

AUTHORIZER'S NAME: Please Type or Print	AUTHORIZER'S SIGNATURE	TITLE	DATE SIGNED
Eric Schindler		Mayor	12-15-14

SIGNED BY (Check Applicable Box)

<input checked="" type="checkbox"/> LOCAL CHIEF OF POLICE	<input type="checkbox"/> LOCAL FIRE CHIEF	<input type="checkbox"/> LOCAL MAYOR	<input type="checkbox"/> GOVERNMENT OFFICIAL	<input type="checkbox"/> LOCAL SHERIFF	<input type="checkbox"/> COUNTY COMMISSIONER	<input type="checkbox"/> EMA DIRECTOR
---	---	--------------------------------------	--	--	--	---------------------------------------

**\* NO ONE MAY APPROVE HIS OR HER APPLICATION \***

Date: 12-15-14 Applicant Name: James Breletic

Notary Public: Tabatha Fowler Date: 12-15-14

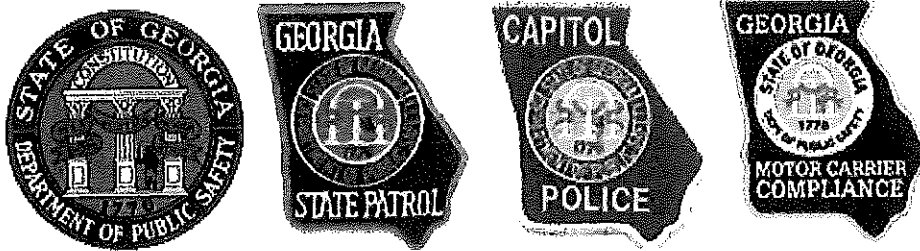
Commission Expires: 8-14-17 Signature: Tabatha Fowler  
(SIGNATURE & SEAL REQUIRED)



DESCRIPTION OF VEHICLE(S) TO WHICH LIGHT IS TO BE OPERATED

	Year	Make	Tag	Manufacturer's Vehicle ID Number	Age	Name	Signature	Department Use Only Sticker Number
1.	2004	Dodge	AJT-3816	ID7HA18N34S67618	53	David Brown	<i>David Brown</i>	
2.	2006	<del>MAZDA</del> AFTER MAZDA	GV BRE1	IGNDS1326224147	54	JAMES BRELETIC	<i>James Breletic</i>	
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
<p align="center">NO PERSONAL CHECKS OR CASH ACCEPTED * MAKE PAYMENTS PAYABLE TO DEPARTMENT OF PUBLIC SAFETY *</p>							TOTAL FEE ENCLOSED:	

\*\*\*ALL PRIVATELY OWNED VEHICLE PERMITS EXPIRE 1 YEAR FROM DATE APPROVED\*\*\*



## INSTRUCTIONS FOR EMERGENCY LIGHT PERMIT

Listed below are some brief guidelines for making application to use amber, red, or blue lights. The Official Code of Georgia Annotated (40-8-90 through 96) prescribes the conditions of this certification. Department of Public Safety Rules and Regulations 570-11-.01 through .014 prescribe guidelines for making application for the use of emergency lights. Mail all applications to the appropriate address indicated on the top of the form. Applications for flashing lights are NOT accepted in person, all applications must be mailed. Please make copies of this form and payment to use as your temporary until you receive your permit.

\*There is currently a TWO-Week turn around time on the light permits.\*

All applications must be filled out completely.

1. Full name and address of the individual, company, or department.
2. Vehicle information- year, make, tag number, and VIN of all vehicles.  
\*If you are attaching a company vehicle listing, please number your vehicle listing.\*
3. Statement of use must be completed. If all vehicles are use for the same purposes, one state will be sufficient for all vehicles. If not, please attach a separate statement detailing each vehicle's use.
4. Fee of \$2.00 per vehicle must be made payable to the Department of Public Safety in the form of money order, cashier's certified check, or business check. **NO PERSONAL CHECKS WILL BE ACCEPTED.** All government owned vehicles and volunteer fire personnel are exempt from this fee.
5. Application must be notarized and signed by the responsible party. If you are applying for an Amber Light Permit, the application does not have to be notarized.

### EXCEPTIONS/ADDITIONAL REQUIREMENTS

1. Ambulance services and 1<sup>st</sup> Responders must be approved through Dept of Human Resources.
2. The Fire Chief, County Commissioner, Mayor, County Fire Marshal, County EMA Director, or County Sheriff must complete and sign the lower right hand portion of application for emergency personnel. No individual can sign his/her own application for this use.
3. No personal vehicles will be approved for blue lights.
4. All government owned, marked fire and police vehicles are no longer required to have permits. Government owned unmarked vehicles must possess a light permit.
5. All security vehicles must submit a copy of the security license issued by the Secretary of State's office.





Georgia Bureau of Investigation Training Center

## Certificate of Training

*This Certifies That*

James Breletic

has successfully completed the GBI course:

Entry Level Terminal Operator Training Examination

on: 07/18/2014 with a score of: 97

This course provides 20 POST credit hours. (Post code: IGB16G)

Terry D. Gibbons  
Deputy Director  
Georgia Crime Information Center





**Georgia Bureau of Investigation Training Center**

## Certificate of Training

*This Certifies That*

**James Breletic**

has successfully completed the GBI course:

**Security & Integrity**

on: *10/30/2013* with a score of: 95

This course provides 4 POST credit hours. (Post code: IGB13G)

Terry D. Gibbons  
Deputy Director  
Georgia Crime Information Center

**SOUTHERN STATES  
POLICE BENEVOLENT ASSN., INC.**  
1-800-233-3506 • www.sapba.org



**James  
Breletic**

**ID #: 28844**

**Member Since: 7/8/1991**

**20 YEAR MEMBER**

**THE VOICE OF LAW ENFORCEMENT OFFICERS**



**GACP Membership Card**

**2014**

Accenting Professional Law  
Enforcement Through Training

**Name: James "Bre" G. Breletic**

**Title: Chief**

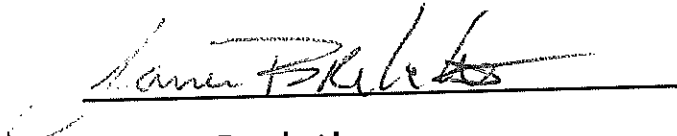
**Member ID#: 8082**

**Membership Status: Active**

**Agency: Lake Park Police Department**

I, James Breletic have received a copy of the City's Personnel policy, City Vehicle policy, Internet Access and E-Mail policy, Seat Belt policy and Cellular phone usage policy as of

07-26, 2013.

  
James Breletic



**Georgia Bureau of Investigation Training Center**

# Certificate of Training

*This Certifies That*

**James Breletic**

has successfully completed the GBI course:

**CJIS Network Operator Recertification Test - Test/Exam Module**

on: *07/09/2018* with a score of: *92*

This course provides 1 POST credit hour. (Post code: IGB31G)

**Terri Fisher**  
Deputy Director  
Georgia Crime Information Center



**Georgia Bureau of Investigation Training Center**

# Certificate of Training

*This Certifies That*

**James Breletic**

has successfully completed the FirstNet Learning course:

**Terminal Agency Coordinator Certification**

on:06/06/2018

Terminal Agency Coordinator Certification=12 hours

**Terri Fisher**  
Deputy Director  
Georgia Crime Information Center



**Georgia Bureau of Investigation Training Center**

# Certificate of Training

*This Certifies That*

**James Breletic**

has successfully completed the GBI course:

**Security Awareness Training and Awareness Statement**

on: *07/18/2018* with a score of: 100

This course provides 1 POST credit hours. (Post code: DGB01G )

Terri Fisher  
Deputy Director  
Georgia Crime Information Center





**Georgia Bureau of Investigation Training Center**

# Certificate of Training

*This Certifies That*

**James Breletic**

has successfully completed the GBI course:

**Terminal Agency Coordinator Certification**

on: 6/6/2018 with a score of: 100

Terminal Agency Coordinator Certification=12 hours

A handwritten signature in black ink, appearing to read 'Terri Fisher'.

**Terri Fisher**  
Deputy Director  
Georgia Crime Information Center