

SETTLEMENT AGREEMENT

This settlement agreement (“Agreement”) is made and entered into by and between the State of Missouri, at the relation of Attorney General Andrew Bailey (the “AGO”), and the City of Belle, Missouri (the “City”) (each a “Party” and collectively the “Parties”).

RECITALS

1. This Agreement concerns litigation filed in the Circuit Court of Maries County by the AGO against the City in Case No. 23MS-CC00100 (the “Litigation”).

2. The Litigation concerns five counts alleging violations of Missouri’s Sunshine Law, Chapter 610, RSMo.

3. The Parties agree that it is in their mutual best interests to fully and finally resolve disputes concerning the counts alleged in the Litigation. Those interests include fair resolution, promoting the public interest, training, education, transparency, minimizing future liability, and conserving governmental resources and taxpayer dollars. The Parties agree that these interests are best served by a resolution of the Litigation as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the acts, promises, agreements, and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. All of the recitals listed above are incorporated as material terms of this Agreement.

2. **“Sunshine Law Violations.”** As consideration for this Agreement, the Parties agree that the Sunshine Law was violated as to each Count alleged in the Litigation. The Parties agree that the violation alleged in Count I of the Litigation was a “knowing” violation under Section 610.027 as that statute has been interpreted by Missouri’s appellate courts as of the date of this Agreement, but not a “purposeful” violation under the law. The Parties agree that the other Counts in the Petition are not to be construed by any Party as either knowing or purposeful violations.

3. **“Monetary Consideration.”** As consideration for this Agreement, the City will pay monetary consideration of \$500. Within 30 days of the date the last Party executes the Agreement, the City shall pay this sum by check made payable to “*State of Missouri (Maries County Schools)*” and mailed, along with a copy of this

fully-executed Agreement, to: **Collections Specialist, Missouri Attorney General's Office, P.O. Box 899, Jefferson City, MO 65102-0899.**

4. **"Compliance Plan."** As consideration for this Agreement, the City agrees to the following plan of compliance for a period of 180 days from the date the last Party executes the Agreement:

- a. Certain City employees and officials shall attend a Sunshine Law educational training class presented by the AGO within 90 days of the date the last Party executes the Agreement. The AGO will present this class at no cost to the City and will be scheduled a mutually-agreeable time between the Parties. All individuals who hold the following position titles with the City or City Council at the time the class is held shall attend the class: alderperson (including alderman or alderwoman), mayor, city clerk, city treasurer, and office manager. Other City employees or officials may attend voluntarily if they so choose or if the City instructs them to attend. The City shall take the first step to schedule the training class by contacting the email address SunshineComplaint@ago.mo.gov and providing several possible dates and times where the required individuals can attend a training class. The class will take approximately 1 to 2 hours. If the City would like the AGO to focus on specific areas in the training class, the City may inform the AGO of such topics in advance. The class will also allow an opportunity for the City to ask questions. The City expressly agrees and understands that the training class is not legal advice and that the AGO cannot provide legal advice to the City.
- b. The City shall send via email the notice and tentative agenda for a City Council public meeting to any member of the media who so requests, provided that such request is received by the City Clerk or Mayor. Any member of the media need not make such a request for each public meeting; rather, a request to receive all future notices and tentative agendas shall be sufficient. Such notice and tentative agenda shall be sent via email no sooner than 24 hours in advance of a City Council public meeting, or if the notice and tentative agenda has not yet been prepared by 24 hours in advance of the meeting then it shall be sent as soon as practical under Section 610.020.2, RSMo. If the City Council's notice or tentative agenda is amended in advance of a public meeting after an initial notice and tentative agenda has already been posted or sent to the media, the City shall also send via email any such amended document to the media as soon as possible after the amended notice has been prepared. As used in this Agreement, the term "notice and

tentative agenda” means the “notice” and “tentative agenda” as used in Section 610.020, RSMo, and the term “public meeting” means “public meeting” as used in Section 610.010(5), RSMo.

- c. The City shall send the same notice and tentative agenda (and any amended notice or tentative agenda) referenced in subpart (b) above to the AGO at SunshineComplaint@ago.mo.gov using the subject line “City of Belle City Council Meeting Notice.” Such notice and tentative agenda shall be sent via email within 24 hours of a City Council public meeting, or if the notice and tentative agenda has not yet been prepared by 24 hours in advance of the meeting then it shall be sent as soon as practical under Section 610.020.2, RSMo.
- d. The City shall poste the same notice and tentative agenda referenced in subpart (b) above on the City’s website.
- e. Within 72 hours after the meeting minutes for any City Council public meeting have been approved and finalized, the City shall post the meeting minutes on the City’s website. The term “public meeting” means “public meeting” as used in Section 610.010(5), RSMo.

5. **“Opportunity for AGO review of meeting notices and tentative agendas and waiver of future litigation.”** As consideration for this Agreement, if the AGO believes that any meeting notice and tentative agenda it receives pursuant to part 5(c) of this Agreement does not comply with the Sunshine Law, the AGO will inform the City of such deficiencies. The AGO shall communicate any such deficiencies to the City Clerk and to the City’s attorney. If the City cures the deficiencies identified by the AGO, the AGO agrees not to file litigation over such deficiency. If the AGO does not communicate any deficiencies to the City, the AGO agrees not to file litigation even if the notice and tentative agenda do not comply with the Sunshine Law.

6. **“Attorney’s fees and costs.”** As consideration for this Agreement, the AGO agrees not to seek payment from the City for any attorney’s fees and costs the AGO has incurred relating to this Litigation. Each Party agrees to bear its own attorney’s fees and costs.

7. **“Resolution of claims and voluntary dismissal.”** The Parties agree that this Agreement resolves all claims the AGO has or may have had against the City under the Sunshine Law for all facts alleged in the Litigation, as well as any counterclaims the City may have or has had as to the AGO. As consideration for this

Agreement, within fourteen (14) days of the date the last Party executes this Agreement, the AGO shall seek voluntary dismissal of the Litigation.

8. **“No limit on certain rights of the parties.”** Except as otherwise specified in this Agreement, this Agreement shall not be construed to limit the rights of the any Party to enforce this Agreement in court if one Party believes that the other Party has not complied with its terms. The Parties also agree that nothing in this Agreement shall preclude the AGO from seeking declaratory, equitable, or legal relief for violations of the Sunshine Law that were not alleged in the Litigation.

9. **“Additional agreements and representations.”**

- a. The Parties individually represent and warrant that each, or their undersigned counsel on behalf of a Party, has the power, capacity, and authority to enter into this Agreement, and that no claim released by this Agreement has been or will be assigned to any third parties who are not signatories to this Agreement.
- b. The Parties represent that they have read this Agreement, and that they fully understand all of its terms. The Parties have conferred with their attorneys or have knowingly and voluntarily chosen not to confer with their attorneys about this Agreement. The Parties execute this Agreement without coercion or duress of any kind, fully understand any rights they have or may have, and sign this Agreement with full knowledge of any such rights.
- c. To the fullest extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- d. The Agreement reflects the compromise of the disputed claims between the Parties as to the remaining Issues in the Litigation.

(Signatures appear on next page)

THE PARTIES EXECUTING THIS AGREEMENT BELOW INDIVIDUALLY ACKNOWLEDGE AND AGREE THAT EACH: UNDERSTANDS, ACCEPTS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EXECUTES THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES, AND WITHOUT DURESS OF ANY KIND, AND FURTHER THAT ANY SIGNATURE OF AN AUTHORIZED REPRESENTATIVE BELOW HAS FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTY SO DESIGNATED.

Dated: 06/03/, 2024

By: Jason K. Lewis

Authorized representative for the State of Missouri ex rel. Attorney General Andrew Bailey

Dated: 5/31/24, 2024

By: [Signature]

Authorized representative for the City of Belle