

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COBB COUNTY SCHOOL DISTRICT, THE COBB COUNTY BOARD OF
EDUCATION, AND THE OFFICE OF THE ATTORNEY GENERAL TO ASSURE FUTURE
COMPLIANCE WITH THE OPEN RECORDS AND OPEN MEETINGS ACTS

This ___ day of December
County of Cobb, Georgia

COME NOW the COBB COUNTY SCHOOL DISTRICT (“the District”) and the COBB COUNTY BOARD OF EDUCATION (“the Board”), on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures and pursuant to a resolution passed by the Board approving this Memorandum of Understanding, hereby agree as follows:

WHEREAS the Cobb County School District is a school system created and operating under Georgia law and, among other things, is responsible for providing kindergarten through twelfth grade education to children within the limits of the Cobb County, Georgia; and

WHEREAS the Cobb County Board of Education establishes and approves the policies that govern the Cobb County School District; and

WHEREAS Alison Bartlett currently serves as chair of the Board, and Lynnda Eagle, Tim Stultz, David Morgan, Kathleen Angelucci, David Banks, and Scott Sweeney currently serve as members of the Board; and

WHEREAS the Cobb County Board of Education, the Cobb County School District, the chair and members of the Board, and the subunits, divisions, committees, and schools of the Board and District are each an “agency” within the meaning of Georgia law, O.C.G.A. §§ 50-14-1, 50-18-1, and are subject to the requirements of Georgia’s Open Meeting Act and Georgia’s Open Records Act, O.C.G.A. § 50-14-1 *et seq.* and O.C.G.A. § 50-18-1 *et seq.*; and

WHEREAS the Cobb County Board of Education, the Cobb County School District, the chair and members of the Board, and the subunits, divisions, committees, officers, members, and local schools of the District and the Board endeavor on a forward going basis to be in full compliance with Georgia's Open Meeting Act and Georgia's Open Records Act; and

WHEREAS the Attorney General has received complaints alleging that the Cobb County Board of Education, some of its members, and the Cobb County School District have in the past violated the Open Meetings and Open Records Acts by engaging in the following:

- 1.) failing to fully, completely, and timely produce records in compliance with the Open Records Act by allegedly failing to produce in a timely and legally compliant manner emails in response to requests for such record by Tricia Knor, Mike Sansone, and Thomas Gray; and
- 2.) failing to comply with the requirements of the Open Meetings Act that meetings of a quorum of the Board be conducted in public and not through private meetings and communications among members of the Board. In this respect, some members of the Board allegedly conducted public business through private emails and discussions which ultimately involved a quorum of the Board and took place at definite times and places; and

WHEREAS there are Cobb County School Board members who deny these allegations; and

WHEREAS the Attorney General has the civil and criminal authority and standing to enforce Georgia's Open Meeting Act and Georgia's Open Records Act, O.C.G.A. §§ 50-14-5, 50-18-73; and

WHEREAS the Attorney General stands prepared to exercise his civil or criminal authority to prosecute such violations; and

WHEREAS the parties wish to resolve all disputed claims amongst them and agree that the Cobb County Board of Education, its members and chair, the Cobb County School District, and subunits, divisions, schools, and employees should henceforth fully comply with Georgia's Open Meeting Act and Georgia's Open Records Act; and

WHEREAS the Cobb County Board of Education believes that the board and the school system will greatly benefit from additional training on compliance with Georgia's Open Meeting and Open Records Act that can be uniquely provided by the Office of the Attorney General,

NOW THEREFORE the parties agree and stipulate as follows:

1. the Cobb County Board of Education, the Chair and members of the Board, and the Cobb County School District attest and pledge that they will take all necessary and proper steps to assure compliance with each and all of the requirements of Georgia's Open Meeting Act and Georgia's Open Records Act; and
2. the Cobb County Board of Education attests and pledges that it will conduct all of its meetings in open session except as permitted by Georgia law and the members thereof will not communicate in a private fashion such that a quorum of the Board may have discussed and resolved issues before the Board privately and not in a public meeting;
3. the Cobb County Board of Education attests and pledges that it will conduct executive or closed sessions limited only on the matters to which the meeting

is permitted to be closed, *see* O.C.G.A. §§ 50-14-2, 50-14-3, and not conduct other business in such a closed session; and

4. the Cobb County Board of Education and its chair attest and pledge that affidavits for executive session will be executed by the Chair and approved by the Board with sufficient detail to know that the meeting was properly closed;
5. the Cobb County Board of Education wishes to receive and will receive additional training in the requirements of the Open Meetings and Open Records Acts from the Office of the Attorney General at a time and place to be agreed upon with the Office of the Attorney General;
6. the Cobb County School District agrees to submit its supervisors or other staff as agreed upon with the Office of the Attorney General to training in the requirements of the Open Meetings and Open Records Acts at such times and places as agreed upon with the Office of the Attorney General; and
7. the Attorney General agrees that no prosecution will be brought by the Georgia Department of Law (or any other persons or entities under the direction of the Attorney General or Department of Law) regarding the above alleged violations of the Open Records and Open Meetings Acts; provided, however, that the Attorney General reserves and does not waive all right and authority to prosecute the above alleged violations of the Open Records and Open Meetings Acts should evidence of new violations not alleged within this Memorandum of Understanding come to his attention within the next twelve months or the Cobb County Board of Education, its chair or members, or the Cobb County School District fail to abide by their obligations in this

agreement provided, however, that inadvertent violations will not be considered a breach of this agreement.

8. Nothing in this agreement shall be construed as an admission on the part of any party to this agreement.

SO AGREED,

This ___ day of December, 2011,

Alison Bartlett
Chair
Cobb County Board of Education

Samuel S. Olens
Attorney General



From: Kelly Campanella
To: Shiela Guider
Cc:
Subject: FW: Thanks again

Sent: Thu 7/10/2014 9:28 AM

Message Memorandum of Understanding.12.7.2011.pdf (1 MB)

This is the best we've got on the Cobb one.

From: Lauren Kane
Sent: Monday, June 30, 2014 4:45 PM
To: Stefan Ritter; Sam Olens
Cc: Kelly Campanella
Subject: RE: Thanks again

I found this for Cobb in my e-mail, but it is only a draft.

From: Stefan Ritter
Sent: Friday, June 27, 2014 11:42 AM
To: Lauren Kane; Sam Olens
Cc: Kelly Campanella
Subject: RE: Thanks again

I am told they located the hard copy of the APS one -- thought you had already gotten it, in fact. I also spoke to Clem Doyle twice who handled the Cobb County issue for Cobb. They cannot locate the executed copy of theirs, either. We both know it existed -- I am not sure what is going on here. I will follow-up once Aracelis and I have had further Mimosa Searches, but I could not find it on Mimosa.

STEFAN RITTER
Senior Assistant Attorney General

40 Capitol Square, SW
Atlanta, Georgia 30334



**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SAVANNAH AND THE OFFICE OF THE ATTORNEY GENERAL
TO ASSURE FUTURE COMPLIANCE WITH
THE OPEN RECORDS AND OPEN MEETINGS ACTS**

This 23rd day of June, 2011
County of Chatham, Georgia

COMES NOW the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation of the State of Georgia (the "City") and the MAYOR AND THE MEMBERS OF CITY COUNCIL (the "Savannah City Council"), on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures and pursuant to a resolution passed by the City Council approving this Memorandum of Understanding, hereby agree as follows:

WHEREAS, the City of Savannah as a "council/manager" form of government where laws, ordinances, and resolutions are passed governing the City by the COUNCIL, which is presided over by the Mayor of the CITY OF SAVANNAH; and

WHEREAS, the SAVANNAH CITY COUNCIL is, therefore, the primary governmental body of the CITY OF SAVANNAH and is ultimately responsible for governmental operations and good government in the CITY OF SAVANNAH; and

WHEREAS, the SAVANNAH CITY COUNCIL is an "agency" within the meaning of Georgia law, O.C.G.A. §§ 50-14-1, 50-18-1, and is subject to the requirements of Georgia's Open Meeting Act and Georgia's Open Records Act, O.C.G.A. § 50-14-1 *et seq.* and O.C.G.A. § 50-18-1 *et seq.*; and

WHEREAS, the SAVANNAH CITY COUNCIL endeavors on a forward going basis to bring itself into full compliance with Georgia's Open Meeting Act and Georgia's Open Records Act and to at all times going forward to comply with the law; and

WHEREAS, the ATTORNEY GENERAL alleges that the SAVANNAH CITY COUNCIL or its

Mayor and its Aldermen functioning in their official capacities as members of the COUNCIL or employees or officers of the CITY OF SAVANNAH has violated the Open Meetings and Open Records Acts by engaging in the following:

- 1.) failing to fully and completely produce records in compliance with the Open Records Act;
- 2.) failing to properly conduct open meetings when interviewing for the position of city manager of the City in January 2011;
- 3.) failing to provide proper notices and agendas for its meetings when interviewing or discussing the position of city manager of the City during the period from November 2010 through February 2011;
- 4.) failing to properly post agendas for the "workshop" sessions of its meetings held every other Thursday;
- 5.) failing to consider the property damage claim of Alderwoman Mary Osborne in a session of the council open to the public and failing to vote on the approval of the payment of such a claim in an open session;
- 6.) failing to execute sufficient affidavits to inform the public in their detail that closed or executive sessions of the Council were limited to the purposes of which meetings may be closed under Georgia law, *see* O.C.G.A. §§ 50-14-2, 50-14-3;
- 7.) executing or approving the execution of affidavits for the closure of meetings which were not lawfully closed under Georgia law;
- 8.) discussing or conducting business in a closed session beyond that permitted by Georgia law; and
- 9.) discussing or conducting City business outside of public meetings in groups or in such a manner that such business was effectively resolved before an open meeting was held; and

WHEREAS, the ATTORNEY GENERAL has the civil and criminal authority and standing to enforce Georgia's Open Meeting Act and Georgia's Open Records Act, O.C.G.A. §§ 50-14-5, 50-18-73; and

WHEREAS, the parties wish to resolve all disputed claims amongst them and agree that the CITY

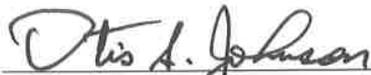
AND THE savannah city council and their officers and employees should henceforth fully comply with Georgia's Open Meeting Act and Georgia's Open Records Act;

NOW THEREFORE the parties agree and stipulate as follows:

1. the CITY OF SAVANNAH and the SAVANNAH CITY COUNCIL attest and pledge that henceforth they will take all necessary and proper steps to assure compliance with each and all of the requirements of Georgia's Open Meeting Act and Georgia's Open Records Act;
2. the SAVANNAH CITY COUNCIL attest and pledges that it will conduct all of its meetings, and all meetings between its aldermen and/or the mayor regarding city business, in open session except as permitted by Georgia law narrowly construed; provide and properly adequate notices and agendas for such meetings; and properly and timely make available proper summaries and final minutes of such meetings;
3. the SAVANNAH CITY COUNCIL attests and pledges that it will conduct executive or closed sessions limited only on the matters to which the meeting is permitted to be closed and not conduct other City business in such a closed session; and
4. the SAVANNAH CITY COUNCIL AND ITS Mayor attest and pledge that affidavits for executive sessions will be executed by the mayor and approved by the Council with sufficient detail to know that the meeting was properly closed (rather than relying on canned assertions of exceptions).

SO AGREED,

This 23rd day of June, 2011.



Otis S. Johnson, Ph.D.
Mayor and presiding officer of the
City Council City of Savannah



Samuel S. Olens
Attorney General

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ATLANTA INDEPENDENT SCHOOL SYSTEM, ITS BOARD,
AND THE OFFICE OF THE ATTORNEY GENERAL TO ASSURE FUTURE COMPLIANCE
WITH THE OPEN RECORDS AND OPEN MEETINGS ACTS**

This 25th day of July
County of Fulton, Georgia

COME NOW the ATLANTA INDEPENDENT SCHOOL SYSTEM (“the School System”) and the ATLANTA BOARD OF EDUCATION (“the Board”), on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures and pursuant to a resolution passed by the Board approving this Memorandum of Understanding, hereby agree as follows:

WHEREAS the ATLANTA INDEPENDENT SCHOOL SYSTEM is a school system created and operating under Georgia law and, among other things, is responsible for providing kindergarten through twelfth grade education to children within the limits of the City of Atlanta; and

WHEREAS the ATLANTA BOARD OF EDUCATION establishes and approves the policies that govern the ATLANTA INDEPENDENT SCHOOL SYSTEM; and

WHEREAS Erroll B. Davis, Jr., former Chancellor of the Board of Regents of the University System of Georgia and newly-appointed Superintendent of the ATLANTA INDEPENDENT SCHOOL SYSTEM, serves as chief executive of the School System and is responsible for its day-to-day operations and implementation of the policies duly passed by the ATLANTA BOARD OF EDUCATION as well as for compliance by the subunits, divisions, schools, and employees thereof with the law; and

WHEREAS Brenda J. Muhammad currently serves as chair of the ATLANTA BOARD OF EDUCATION;

WHEREAS the ATLANTA BOARD OF EDUCATION, the ATLANTA INDEPENDENT SCHOOL SYSTEM, and the subunits, divisions, committees, and schools thereof are each an “agency” within the meaning of Georgia law, O.C.G.A. §§ 50-14-1, 50-18-1, and are subject to the requirements of Georgia’s Open Meeting Act and Georgia’s Open Records Act, O.C.G.A. § 50-14-1 *et seq.* and O.C.G.A. § 50-18-1 *et seq.*; and

WHEREAS the ATLANTA BOARD OF EDUCATION, the ATLANTA INDEPENDENT SCHOOL SYSTEM, and the subunits, divisions, committees, members, officers, members, and local schools of the School System and the Board endeavor on a forward going basis to be in full compliance with Georgia’s Open Meeting Act and Georgia’s Open Records Act; and

WHEREAS the ATTORNEY GENERAL alleges that the ATLANTA BOARD OF EDUCATION and the ATLANTA INDEPENDENT SCHOOL SYSTEM have in the past violated the Open Meetings and Open Records Acts by engaging in the following:

- 1.) Repeatedly failing to fully, completely, and timely produce records in compliance with the Open Records Act, such alleged violations of the law including, among others:
 - a. failing to produce in a timely and legally compliant manner a vendor database in response to a March 12, 2010, request for such record(s) by Heather Vogell, a reporter for The Atlanta Journal-Constitution, and in response to numerous subsequent requests for this database;
 - b. failing to produce in a timely and legally compliant manner a report in its possession prepared by Dr. Andrew Porter regarding CRCT testing violations; this report was originally sought from the School System on July 19, 2010, by

Heather Vogell and Alan Judd, reporters for The Atlanta Journal-Constitution, and several times thereafter;

- c. failing to produce in a timely and legally compliant manner copies of materials provided to the Governor's special investigators regarding CRCT testing violations in response to a December 6, 2010, request for such record(s) by Heather Vogell, a reporter for The Atlanta Journal-Constitution, and in response to subsequent requests for this database;
 - d. failing to respond and produce records in a timely and legally compliant manner to Open Records Act requests of citizens regarding CRCT testing violations and/or the performance of their children in schools run and supervised by School System and the Board; and
 - e. failing to respond and produce records in a timely and legally compliant manner to the Office of the Attorney General in response to its request for records in its letter of April 27, 2011;
- 2.) failing to conduct an open meeting in compliance with Georgia's Open Meetings Act when a quorum of the Board met at the Office of the Governor, in Atlanta, Georgia, on April 26, 2011;
- 3.) failing to make an agenda, prepare and keep summary minutes, and prepare, keep, and approve final minutes for the meeting a quorum of the Board held on April 26, 2011;
- 4.) failing to vote in open session to go into closed session for the meeting a quorum of the Board held on April 26, 2011, and, in this regard, failing to record the votes of

those voting for and against going into closed session on this date, and failing to record the reason for going into closed session within the meeting minutes; and

5.) failing to prepare and execute under oath and before a notary an affidavit stating the reasons why the meeting of a quorum of the Board on April 26, 2011, was closed; and

WHEREAS the ATTORNEY GENERAL has the civil and criminal authority and standing to enforce Georgia's Open Meeting Act and Georgia's Open Records Act, O.C.G.A. §§ 50-14-5, 50-18-73; and

WHEREAS the ATTORNEY GENERAL believes that the evidence is overwhelming that the above enumerated violations occurred and is prepared to exercise his civil or criminal authority to prosecute such violations; and

WHEREAS, Erroll B. Davis, Jr., has only recently assumed the position of Superintendent and was not responsible for the alleged former misconduct of the School System or the Board but wishes to implement additional procedures and protocols to assure compliance with Georgia's Open Records and Open Meetings laws in the future; and

WHEREAS the parties wish to resolve all disputed claims amongst them and agree that the ATLANTA BOARD OF EDUCATION, the ATLANTA INDEPENDENT SCHOOL SYSTEM, and subunits, divisions, schools, members, and employees should henceforth fully comply with Georgia's Open Meeting Act and Georgia's Open Records Act; and

WHEREAS the ATLANTA BOARD OF EDUCATION believes that the School System will greatly benefit from additional training on compliance with Georgia's Open Meeting and Open Records Act that can be uniquely provided by the Office of the Attorney General,

NOW THEREFORE the parties agree and stipulate as follows:

1. the ATLANTA BOARD OF EDUCATION and the ATLANTA INDEPENDENT SCHOOL SYSTEM attest and pledge that they will take all necessary and proper steps to assure compliance with each and all of the requirements of Georgia's Open Meeting Act and Georgia's Open Records Act; and
2. the ATLANTA BOARD OF EDUCATION attests and pledges that it will conduct all of its meetings in open session except as permitted by Georgia law; will provide and properly issue adequate notices and agendas for such meetings; and will properly and timely make available proper summaries and final minutes for such meetings; and
3. the ATLANTA BOARD OF EDUCATION attests and pledges that it will conduct executive or closed sessions limited only on the matters to which the meeting is permitted to be closed, *see* O.C.G.A. §§ 50-14-2, 50-14-3, and not conduct other business in such a closed session; and
4. the ATLANTA BOARD OF EDUCATION and its chair attest and pledge that affidavits for executive session will be executed by the Chair and approved by the Board with sufficient detail to know that the meeting was properly closed (rather than relying on canned assertions of exceptions) *see* O.C.G.A. § 50-14-4;
5. the ATLANTA BOARD OF EDUCATION wishes to receive and will receive additional training in the requirements of the Open Meetings and Open Records Acts from the Office of the ATTORNEY GENERAL at a time and place to be agreed upon with the Office of the ATTORNEY GENERAL;

6. the ATLANTA INDEPENDENT SCHOOL SYSTEM agrees to submit its supervisors or other staff as agreed upon with the Office of the ATTORNEY GENERAL to training in the requirements of the Open Meetings and Open Records Acts at such times and places as agreed upon with the Office of the ATTORNEY GENERAL; and
7. the ATTORNEY GENERAL agrees that no prosecution will be brought by the Georgia Department of Law regarding the above alleged violations of the Open Records and Open Meetings Acts; provided, however, that the ATTORNEY GENERAL reserves and does not waive all right and authority to prosecute the above alleged violations of the Open Records and Open Meetings Acts should evidence of new violations not alleged within this Memorandum of Understanding come to his attention within the next twelve months or the ATLANTA BOARD OF EDUCATION or the ATLANTA INDEPENDENT SCHOOL SYSTEM fail to abide by their obligations in this agreement provided, however, that inadvertent violations will not be considered a breach of this agreement.
8. Nothing in this agreement shall be construed as an admission on the part of any party to this agreement.

[Signatures on following page]

SO AGREED,

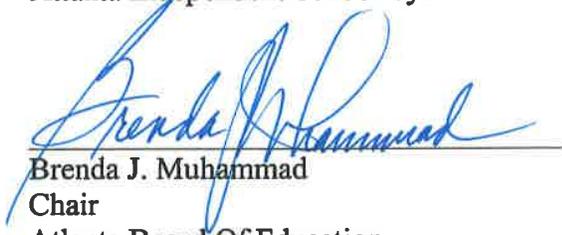
This 25th day of July, 2011,



Erroll B. Davis, Jr.,
Superintendent
Atlanta Independent School System



Samuel S. Olens
Attorney General



Brenda J. Muhammad
Chair
Atlanta Board Of Education

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY AND
THE OFFICE OF THE ATTORNEY GENERAL
TO ASSURE FUTURE COMPLIANCE WITH
THE OPEN RECORDS AND OPEN MEETINGS ACTS**

This 4th day of February, 2013
County of Fulton, Georgia

COME NOW the METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY ("MARTA"), on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures and in accordance with a resolution the MARTA Board of Directors (the "MARTA Board" or "Board") has passed approving this Memorandum of Understanding, hereby agree as follows:

WHEREAS MARTA is an "agency" within the meaning of Georgia law, O.C.G.A. §§ 50-14-1, 50-18-1, and is subject to the requirements of Georgia's Open Meetings Act and Georgia's Open Records Act, O.C.G.A. § 50-14-1 *et seq.* and O.C.G.A. § 50-18-1 *et seq.* (collectively, the "Act"); and

WHEREAS on Monday, October 1, 2012, by and through its counsel, MARTA brought to the attention of the OFFICE OF ATTORNEY GENERAL that the search committee of the MARTA Board formed to evaluate and interview candidates for the position of MARTA General Manager had not provided adequate notice of several of its meetings; and

WHEREAS the Board did not formally notice the committee meetings held March 15, May 2, May 7, July 13, July 25-26, August 16, and September 4, 2012 (the "Committee Meetings"); and

WHEREAS the Affidavits of Compliance required by the Act with respect to the Committee Meetings were not sworn and signed by the Board Vice Chairperson and Chair of the Board's CEO selection committee until September 27, 2012; and

WHEREAS on September 13, 2012, the Board Vice Chairperson and Chair of the Board's CEO selection committee sent an email to all MARTA Board members requesting each member's vote for the candidate to become MARTA's next CEO; and

WHEREAS on or about September 13, 2012, several Board members responded to the Board Vice Chairperson via email to inform her of their vote; and

WHEREAS the MARTA Board began negotiating specific details of an employment contract with the two final candidates: Stephen Bland and Keith Parker (the candidate ultimately selected), at least as early as September 28, 2012; and

WHEREAS on October 4, 2012, the MARTA Board convened at a specially scheduled MARTA Board meeting to vote publically for the next MARTA CEO; and

WHEREAS several Board members had already deliberated and informed the Board Vice Chairperson of their vote via email; and

WHEREAS the MARTA Board avers that, at all times during the CEO selection process, the MARTA Board remained in constant consultation with and relied upon the advice of its long-time counsel, Mr. Charles N. Pursley Jr., but despite this reliance, acknowledges that it remains responsible for compliance with Georgia's Open Meetings Act and Georgia's Open Records Act; and

WHEREAS all members of the MARTA Board aver that they at all times acted in good faith concerning the foregoing, but admit a violation of the law occurred; and

WHEREAS on October 2, 2012, Georgia House of Representatives Member and Metropolitan Atlanta Rapid Transit Oversight Committee (“MARTOC”) Chairman Mike Jacobs sent a complaint to the Office of the Attorney General asserting that MARTA Board had violated the Act, to wit, alleging:

1. A “secret” vote to select the new CEO occurred via email on September 13, 2012;
2. That subsequent emails revealed a split of opinion among the MARTA Board members as to which of the remaining two candidates should be selected; and
3. That a “final unanimous public vote” was scheduled for October 4, 2012; and

WHEREAS MARTA endeavors to bring itself into full compliance with Georgia’s Open Meeting Act and Georgia’s Open Records Act, and by this agreement admit a violation of the Open Meetings law, though denying that other violations occurred; and

WHEREAS the ATTORNEY GENERAL has the civil and criminal authority and standing to enforce Georgia’s Open Meeting Act and Georgia’s Open Records Act, O.C.G.A. §§ 50-14-5, 50-18-73; and

WHEREAS the Open Meetings Act provides that “[a]ll votes at any meeting shall be taken in public after due notice of the meeting and compliance with the posting and agenda requirements of this chapter” (O.C.G.A. § 50-14-1(b)(1)), and, further, that “[t]he vote on [the hiring of applicants for the head of an executive agency] shall be taken in public and minutes of the meeting . . . shall be made available.” O.C.G.A. § 50-14-3(b)(2); and

WHEREAS the Open Meetings Act further provides that meetings shall be properly noticed (O.C.G.A. § 50-14-1(d)), that agendas shall be made available a reasonable time before the meeting and posted at the meeting (O.C.G.A. § 50-14-1(e)), that an executive affidavit shall

be executed, notarized, and filed with the official meeting minutes following any meeting involving a closed session (O.C.G.A. § 50-14-4(b)); and

WHEREAS the parties wish to resolve all disputed claims amongst them and agree that MARTA and its officers and employees should henceforth fully comply with Georgia's Open Meeting Act and Georgia's Open Records Act;

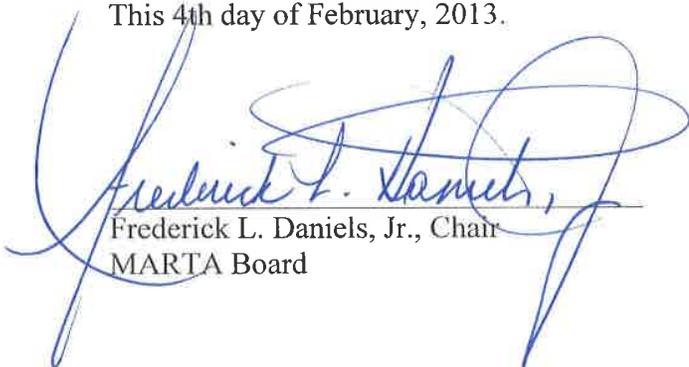
NOW THEREFORE the parties agree and stipulate as follows:

1. MARTA admits and stipulates that a violation of the Act occurred by:
 - a. failing to properly notice the Committee Meetings;
 - b. failing to promptly execute the required executive session affidavits after each Committee Meeting; and
2. MARTA attests and pledges that henceforth it will take all necessary and proper steps to assure compliance with each and all of the requirements of Georgia's Open Meeting Act and Georgia's Open Records Act; and
3. The MARTA Board attests and pledges that it will provide adequate notices of all meetings, as that term is defined in the Open Meetings Act; and
4. The MARTA Board attests and pledges that it will prepare an appropriate meeting agenda and (a) make the agenda available a reasonable time before the meeting is held; and (b) post the agenda at the meeting site; and
5. The MARTA Board attests and pledges that following any meeting in which the MARTA Board goes into an executive session, it will promptly execute and file with the official meeting minutes the notarized affidavit required by Act; and

6. The MARTA Board attests and pledges that all votes shall be taken in public and only after due notice of the meeting in compliance with the posting and agenda requirements of the Act.
7. The MARTA Board attests and pledges that, when addressing an open records request which MARTA or its attorneys conclude to be encompassed by one or more of the exceptions listed in O.C.G.A. § 50-18-72, MARTA will provide any portions (redacted or otherwise) not specifically covered under the exception or exceptions cited.
8. By entering into this Memorandum of Understanding the Attorney General's Office and the MARTA Board stipulate that while no fine will be imposed for the violations outlined above, such violations shall be considered a first violation within the meaning of the Open Meetings Act, O.C.G.A. § 50-14-6, and any subsequent violations that are found to occur within a one year period from October 2, 2012, may be subject to fines as subsequent violations in amounts up to \$2,500.

SO AGREED,

This 4th day of February, 2013.


Frederick L. Daniels, Jr., Chair
MARTA Board


Samuel S. Olens
Attorney General

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FULTON COUNTY BOARD OF COMMISSIONERS AND
THE OFFICE OF THE ATTORNEY GENERAL
STIPULATING TO A VIOLATION OF THE OPEN MEETINGS ACT AND
STIPULATING TO ASSURE FUTURE COMPLIANCE WITH THE ACT**

This ^{15th} day of May, 2013
County of Fulton, Georgia

COME NOW, the FULTON COUNTY BOARD OF COMMISSIONERS (“the Commission”) and the OFFICE OF ATTORNEY GENERAL and, as attested by the underlying signatures and in accordance with a Resolution the Commission has passed approving this Memorandum of Understanding, hereby agree as follows:

WHEREAS, the Commission is an “agency” within the meaning of Georgia law, O.C.G.A. §§ 50-14-1, 50-18-1, and is subject to the requirements of Georgia’s Open Meetings Act and Georgia’s Open Records Act, O.C.G.A. § 50-14-1 *et seq.* and O.C.G.A. § 50-18-70 *et seq.*; and

WHEREAS, the Open Meetings Act provides that “[t]he gathering of a quorum of the members of the governing body of an agency at which any official business, policy, or public matter of the agency is formulated, presented, discussed, or voted upon” (O.C.G.A. § 50-14-1(3)(A)(i)) constitutes a meeting; and

WHEREAS, the Open Meetings Act further provides that all agency meetings shall be properly noticed (O.C.G.A. § 50-14-1(d)) and that agendas shall be made available a reasonable time before the agency meeting and posted at the agency meeting site (O.C.G.A. § 50-14-1(e)); and

WHEREAS, each member of the Commission is responsible for governmental operations and good government in Fulton County; and

WHEREAS, each member of the Commission, as a governmental officer, is responsible for compliance with Georgia’s Open Meetings Act and Georgia’s Open Records Act, O.C.G.A. § 50-14-1 *et seq.* and O.C.G.A. § 50-18-70 *et seq.*, as to matters that come before him or her; and

WHEREAS, on February 17, 2013, an event referred to as a “Town Hall Meeting” was hosted by Commission Vice-Chair Emma Darnell at Fulton County’s Harriett G. Darnell Senior Center; and

WHEREAS, the Fulton County Director of Communications provided advance notice of such Town Hall Meeting by: (1) informing various newspaper outlets; and (2) posting notice of the Town Hall Meeting on Fulton County’s website; and

WHEREAS, the aforementioned notice stated that the purpose of the Town Hall Meeting was to discuss the “North Fulton Redistricting Plan” that was then pending before the General Assembly to change the governance structure of Fulton County and the districts represented by the members of the Commission; and

WHEREAS, the notice provided by Fulton County did not indicate that the Town Hall Meeting would be a “meeting” of the Commission as contemplated by the Open Meetings Act, because there was no advance intent or expectation that a “meeting” would occur; and

WHEREAS, a quorum of Commission members – specifically, Commissioners Emma Darnell, William “Bill” Edwards, Joan Garner and Robert L. Pitts (collectively, the “Four Commissioners”) – attended the Town Hall Meeting during public discussion of a public matter as defined in the Open Meeting Act; and

WHEREAS, the Four Commissioners sat together at a table at the front of the room and at least two of the Commissioners made remarks to the audience at the Town Hall Meeting; and

WHEREAS, on or about March 6, 2013, the Commission was made aware of the potential violation under the Open Meetings Act, but the Commission declined to report the Town Hall Meeting to the Office of the Attorney General; and

WHEREAS, the Town Hall Meeting constituted a “meeting” as defined in the Open Meetings Act because the Town Hall Meeting was attended by a quorum of the Commission and because a public matter was discussed; and

WHEREAS, the Commission and the Four Commissioners aver that they acted in good faith with respect to the foregoing, as shown by the notifications evidencing that there was no intent to conduct public business in private; and

WHEREAS, the Commission nonetheless admits that the Open Meeting Act was violated in that no public notice was provided that said Town Hall Meeting would be attended by at least a quorum of the Commission; and

WHEREAS, the Commission, including the Four Commissioners, will endeavor, in good faith, to bring itself into full compliance with Georgia’s Open Meetings Act and Georgia’s Open Records Act on a forward-going basis, and by this Memorandum of Understanding admits that a violation of the Open Meetings Act occurred as described in Paragraph 1 below, though denying that other violations occurred; and

WHEREAS, the Attorney General has the civil and criminal authority and standing to enforce Georgia’s Open Meetings Act and Georgia’s Open Records Act, O.C.G.A. §§ 50-14-5, 50-18-73; and

WHEREAS, the Parties wish to resolve all disputed claims amongst them and agree that the Commission and its officers and representatives should henceforth fully comply with Georgia’s Open Meetings Act and Georgia’s Open Records Act;

NOW THEREFORE the parties agree and stipulate as follows:

1. The Commission admits and stipulates that a violation of the Act occurred by:
 - a. A quorum of the Four (4) Commissioners assembling at the Town Hall Meeting, at which public matters were discussed; and
 - b. Failing to properly notice the Town Hall Meeting as a Commission meeting.
2. The Commission admits and stipulates, without conceding that such facts constitute violations of the Act, that it:
 - a. Failed to provide agendas of the Town Hall Meeting on the Commission's web site in advance of the meeting;
 - b. Failed to provide summary minutes of the Town Hall Meeting on the Commission's web site following that meeting; and
 - c. Failed to promptly disclose the Town Hall Meeting to the Office of the Attorney General upon being made aware of the violation.
3. The Commission attests and pledges that henceforth it will take all necessary and proper steps to assure compliance with each and all of the requirements of Georgia's Open Meeting Act and Open Records Act.
4. The Commission attests and pledges that it will provide adequate notices of all meetings, as that term is defined in the Open Meetings Act.
5. The Commission attests and pledges that it will prepare an appropriate meeting agenda and (a) make the agenda available a reasonable time before the meeting is held; and (b) post the agenda at the meeting site.
6. The Commission attests and pledges that, where possible, it will proactively attempt to determine in advance whether a quorum of members will be present at town hall or

other community forums not originally intended as a Commission meeting and, if a quorum does plan to attend, will comply with the Act's notice and agenda requirements as prescribed in Numbers 4 and 5 above.

7. The Commission attests and pledges that, as an alternative to Number 6 above, should a quorum of its members convene at a forum not properly noticed or scheduled as a Commission meeting in the future, the Commission members will endeavor to avoid conducting a "meeting" under the Act by either: (a) having Commissioners leave the forum so that a number of Commissioners under the quorum threshold are present; or (b) strictly avoiding discussing public matters or official business with one another, discussing public matters with the other attendees, and/or giving the appearance that a quorum of Commissioners are presiding over the meeting.
8. By entering into this Memorandum of Understanding, the Attorney General's Office and the Commission stipulate that no fine will be imposed for the violations outlined in paragraph (1) above; such violations will be considered a first violation by the Commission, including, specifically, Commissioners Darnell, Pitts, Garner, and Edwards, within the meaning of the Open Meetings Act, O.C.G. A. § 50-14-1 *et seq.*, and any subsequent violations that are found to occur within a one year period from February 17, 2013 may be subject to fines as subsequent violations in amounts up to \$2,500.00.
9. By entering into this Memorandum of Understanding, the Commission and Four Commissioners are not waiving any defenses, legal or factual, that would otherwise be available to them in any enforcement proceedings brought in relation to any future alleged violation(s) of the Open Meetings Act.

SO AGREED,

This 15th day of May, 2013.

**FULTON COUNTY BOARD
OF COMMISSIONERS**

**OFFICE OF THE ATTORNEY
GENERAL**

BY:



John H. Eaves, Chairman
District 1, At-Large

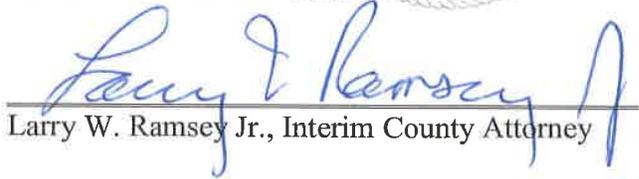


Samuel S. Olens
Attorney General

ATTEST:


Mark K. Massey, Clerk to the Commission

APPROVED AS TO FORM:


Larry W. Ramsey Jr., Interim County Attorney

[Signatures continued on following page]

ITEM # 13-0403 RCS 5/15/13
RECESS MEETING
Executive Session

AGREED TO:

Emma Darnell, Vice Chair
Fulton County Commission

Bill Edwards, Commissioner
Fulton County Commission



Joan Garner, Commissioner
Fulton County Commission



Robb Pitts, Commissioner
Fulton County Commission

ITEM # 13-0403 RCS 5/15/13
RECESS MEETING
Executive Session

OFFICE OF THE FULTON COUNTY ATTORNEY

141 PRYOR STREET, S.W.
SUITE 4038
ATLANTA, GEORGIA 30303

LARRY W. RAMSEY Jr.
INTERIM COUNTY ATTORNEY



June 3, 2013

TELEPHONE (404) 612-0246
FACSIMILE (404) 730-6324

Via Hand Delivery

Mr. Samuel S. Olens
Attorney General of Georgia
Georgia Department of Law
40 Capitol Square, SW
Atlanta, Georgia 30334-1300



Re: Open Meeting Act – Fulton County

Dear Mr. Olens:

Last week, Stefan Ritter and Kelly Campanella of your office met with Fulton County Commissioners Emma I. Darnell and William “Bill” Edwards along with me regarding the above matter. As a result of that meeting, Commissioners Darnell and Edwards are submitting the attached letters in order to resolve your office’s Open Meetings Act investigation regarding a February 17, 2013 town-hall meeting. That February 17, 2013 event is also the subject of an earlier-submitted Memorandum of Understanding that was approved by the Fulton County Board of Commissioners following a public vote.

Please let me know if you have any questions.

Sincerely,

Larry Ramsey
Interim Fulton County Attorney

xc: Vice-Chair Emma I. Darnell, Fulton County Board of Commissioners
Commissioner William “Bill” Edwards, Fulton County Board of Commissioners
Jerolyn Webb Ferrari, Interim Deputy County Attorney
Stefan Ritter, Senior Assistant Attorney General (via email)
Kelly Campanella, Assistant Attorney General (via email)

BOARD OF COMMISSIONERS OF FULTON COUNTY



WILLIAM "BILL" EDWARDS

COMMISSIONER DISTRICT 7

June 3, 2013

Via Hand Delivery

Mr. Samuel S. Oiens
Attorney General of Georgia
Georgia Department of Law
40 Capitol Square, SW
Atlanta, Georgia 30334-1300



Re: Open Meeting Act – Fulton County

Dear Mr. Oiens:

On May 15, 2013, the Fulton County Board of Commissioners approved a Memorandum of Understanding (“MOU”) with your Office relating to a February 17, 2013 Town Hall Meeting at Fulton County’s Harriett G. Darnell Senior Multipurpose Facility. While personally I do not agree with the conclusions of the MOU, I acknowledge and recognize that the MOU – having been approved by a majority of the Board of Commissioners – represents the official and binding position of the Fulton County Board of Commissioners.

Sincerely,

Commissioner William “Bill” Edwards
Fulton County Board of Commissioners
District 7

xc: Larry Ramsey, Interim County Attorney
Stefan Ritter, Senior Assistant Attorney General (via email)
Kelly Campanella, Assistant Attorney General (via email)

FULTON COUNTY GOVERNMENT CENTER
141 Pryor Street, SW, Suite 10019
Atlanta, Georgia 30303
Telephone: 404/730-8230
Facsimile: 404/730-7122

SOUTH FULTON SERVICE CENTER
5600 Stonewall Tell Road
College Park, Georgia 30349
Telephone: 770/306-3079
Facsimile: 770/306-3226

Email: William.Edwards@co.fulton.ga.us

BOARD OF COMMISSIONERS OF FULTON COUNTY

FULTON COUNTY GOVERNMENT CENTER

141 PRYOR STREET, S.W., SUITE 10023

ATLANTA, GEORGIA 30303

EMMA I. DARNELL

VICE - CHAIR

DISTRICT 5



TELEPHONE (404) 612-8222

FACSIMILE (404) 224-3775

EMAIL: emma.darnell@fultoncountyga.gov

May 31, 2013

Via Hand Delivery

Mr. Samuel S. Olens
Attorney General of Georgia
Georgia Department of Law
40 Capitol Square, SW
Atlanta, Georgia 30334-1300

Re: Open Meeting Act Issues – Fulton County



Dear Mr. Olens:

On May 15, 2013, the Fulton County Board of Commissioners approved a Memorandum of Understanding (“MOU”) with your Office relating to a February 17, 2013 Town Hall Meeting at Fulton County’s Harriett G. Darnell Senior Multipurpose Facility. While personally I do not agree with the conclusions of the MOU, I acknowledge and recognize that the MOU – having been approved by a majority of the Board of Commissioners – represents the official and binding position of the Fulton County Board of Commissioners.

Sincerely,

Emma I. Darnell, Vice-Chair
District 5

xc: Larry Ramsey, Interim County Attorney
Stefan Ritter, Senior Assistant Attorney General (via email)
Kelly Campanella, Assistant Attorney General (via email)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MILLEDGEVILLE, GEORGIA,
AND THE ATTORNEY GENERAL
STIPULATING A VIOLATION OF THE OPEN MEETINGS ACT AND STIPULATING
TO ASSURE FUTURE COMPLIANCE WITH THE ACT**

This 9th day of June, 2015.
County of Baldwin, State of Georgia

COME NOW the CITY COUNCIL OF MILLEDGEVILLE, Georgia, on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures and pursuant to a resolution passed by the City Council approving this Memorandum of Understanding, hereby agree as follows:

WHEREAS the City of Milledgeville is an “agency” within the meaning of Georgia law, O.C.G.A. § 50-14-1, 50-18-70, and is subject to the requirements of Georgia’s Open Meetings Act, and Georgia’s Open Records Act, O.C.G.A. § 50-14-1, *et seq.*, and O.C.G.A. § 50-18-70 *et seq.*; and

WHEREAS the members of Milledgeville City Council, as governmental officers, are responsible for compliance with Georgia’s Open Meetings Act and Georgia’s Open Records Act, O.C.G.A. § 50-14-1 *et seq.* and O.C.G.A. § 50-18-70 *et seq.*, as to matters that come before them; and

WHEREAS the members of Milledgeville City Council endeavor on a forward going basis to be in full compliance with Georgia’s Open Meetings Act, and by this agreement admit to violations of the law; and

WHEREAS the Attorney General alleges that on March 3, 2014, after an advertised

meeting was adjourned, a quorum of council members remained and continued to discuss city business, and the public and press were not privy to this discussion; and

WHEREAS the Attorney General alleges the Milledgeville City Council met in a closed session to discuss ethics complaints filed against the council and amendments to the City's ethics ordinance; and

WHEREAS the Attorney General alleges the Milledgeville City Council has on occasions failed to timely post and provide the written agendas for upcoming meetings; and

WHEREAS the Attorney General alleges the Milledgeville City Council has a practice of improperly notifying the public of topics of discussions for upcoming meetings,

WHEREAS the Attorney General alleges the Milledgeville City Clerk has a practice of presenting topics to be voted on one hour before the called meeting; and

WHEREAS the Attorney General has the civil and criminal authority and standing to enforce Georgia's Open Meetings Act, O.C.G.A. § 50-14-5; and

WHEREAS the Open Meetings Act requires that all meetings shall be open to the public, O.C.G.A. § 50-14-1(b)(1), and further, that [t]he public shall at all times be afforded access to meetings declared open to the public pursuant to subsection (b) of this Code section, O.C.G.A. § 50-14-1(c); and

WHEREAS the Open Meetings Act further requires that prior to any meeting an agenda shall be made available to the public setting forth all matters expected to come before the agency, O.C.G.A. § 50-14-1(e)(1); and

WHEREAS the Open Meetings Act provides:

Any person knowingly and willfully conducting or participating in a meeting in violation of this chapter shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed \$1,000.00.

Alternatively, a civil penalty may be imposed by the court in any civil action brought pursuant to this chapter against any person who negligently violates the terms of this chapter in an amount not to exceed \$1,000.00 for the first violation. A civil penalty or criminal fine not to exceed \$2,500.00 per violation may be imposed for each additional violation that the violator commits within a 12 month period from the date that the first penalty or fine was imposed. It shall be a defense to any criminal action under this Code section that a person has acted in good faith in his or her actions.

O.C.G.A. § 50-14-6; and

WHEREAS the parties wish to resolve all disputed claims amongst them and agree that the City Council of Milledgeville and its officers and employees should henceforth fully comply with Georgia's Open Meetings Act and Georgia's Open Records Act;

NOW THEREFORE the parties agree and stipulate as follows:

1. The Milledgeville City Council admits and stipulates that a violation of the Open Meetings Act occurred when a quorum of members remained on March 3, 2014, after a called meeting was adjourned and discussed City business and that said discussion was in violation of the Open Meetings Act.
2. The facts of which the Attorney General is currently aware support the contention that while a violation of the Open Meetings Act occurred, this is not indicative of a pattern.
3. The Milledgeville City Council admits and stipulates that a violation of the Open Meetings Act occurred when the City Council met in closed session to discuss ethics complaints filed against council members and amendments to the city's ethics ordinance. The Milledgeville City Council went into this closed session on the advice of specially retained legal counsel. Counsel's defense and reasoning for advising the Milledgeville City

Council to meet in closed session are set forth in a letter dated November 10, 2014. A true and correct copy of the letter is attached hereto as Exhibit "D."

4. The Attorney General has previously alleged that the Milledgeville City Council had a practice of going into closed session to discuss matters involving a dispute with Baldwin County over SPLOST revenues and that there existed no concrete or tangible threat of litigation to justify meeting in a closed session. However, the Milledgeville City Council has subsequently provided the Attorney General with a letter dated May 10, 2012, showing that the City of Milledgeville had, as a potential plaintiff, made a tangible and concrete threat of legal action against Baldwin County. A true and correct copy of the May 10, 2012 letter is attached hereto as Exhibit "A."

5. The Attorney General has previously alleged that the Milledgeville City Council had a practice of going into closed session to discuss matters involving a dispute with Baldwin County over sewage rates and the disputed legal interpretation of the 1968 Agreement whereby the City of Milledgeville acquired the waste treatment plant from the State of Georgia and that there existed no concrete or tangible threat of litigation to justify meeting in a closed session. However, the Milledgeville City Council has subsequently provided documentation to the Attorney General, which included the attached summary of minutes from closed sessions held on March 3, 2014, April 8, 2014 and May 13, 2014 and correspondence from legal counsel for Baldwin County, Mr. David McRee, dated June 6, 2014, showing that the City of Milledgeville, as a potential plaintiff, made a tangible and concrete threat of legal action against Baldwin County to require Baldwin County to pay the City of Milledgeville the established rate for waste treatment, including enforcing the

terms of the 1968 Agreement. A true and correct copy of the summary of minutes and Mr. McRee's letter are attached hereto as Exhibits "B" and "C", respectively.

6. The Milledgeville City Council admits and stipulates that a violation of the Open Meetings Act occurred when the Milledgeville City Council failed to provide a meeting agenda within a sufficient length of time in advance of a public meeting held on May 2, 2015.

7. The Attorney General further alleges that the Milledgeville City Council has demonstrated a pattern of inadequately notifying the public of matters to come before the Council at public meetings. The Milledgeville City Council disputes this allegation.

8. The Milledgeville City Council attests and pledges that it will conduct all future meetings in open session, except as permitted by Georgia law, narrowly construed, and that it shall provide access to those meetings and provide access to topics that will be discussed at those meetings at least seven (7) days in advance, in the case regarding scheduled City Council meetings, and as soon as possible for called meetings.

9. The Milledgeville City Council attests and pledges that the Council will conduct executive or closed sessions limited only to matters for which the meeting is permitted to be closed and not conduct any other city business in any such closed session.

10. The Milledgeville City Council agrees to participate in an Open Meetings and Open Records training session with the Attorney General's Office.

11. The Milledgeville City Council agrees that in light of the violations shown above, a voluntary fine of \$2,500.00 will be paid to the State of Georgia, such violation and fine constituting a first violation within the meaning of Georgia's Open Meetings Act,

O.C.G.A. § 50-14-6, with subsequent violations subject to a fine of up to \$2,500.00 if occurring within twelve (12) months.

SO AGREED,

This 9th day of June, 2015.



Mayor and Chair of City Council
City of Milledgeville, Georgia



Samuel S. Olens
Attorney General



ADAMS & JORDAN

ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION

Fickling & Co. Building
577 Mulberry Street, Suite 1250
Post Office Box 928
Macon, Georgia 31202-0928
Telephone (478) 743-2159
Toll Free (866) 743-8844
Telecopier (478) 743-4938

Writer's Email: jjordan@adamsjordan.com

Milledgeville Office

115 E. McIntosh Street
Post Office Box 1370
Milledgeville, Georgia
31061
Telephone (478) 453-3997
Toll Free (888) 812-9444
Telecopier (478) 452-4880

VIRGIL L. ADAMS
D. JAMES JORDAN
CAROLINE W. HERRINGTON
DAWN MAYNOR LEWIS
CEDRIC B. DAVIS*

*Of Counsel

May 10, 2012

VIA EMAIL: jdmcree@windstream.net
& U.S. MAIL

J. David McRee, Esq.
McRee & Associates
P.O. Box 1310
Milledgeville, GA 31059-1310

RE: Demand for outstanding balance of 2006 SPLOST funds due to the City of Milledgeville in accordance with the provisions of the Intergovernmental Contract entered into between Baldwin County, Georgia and the City of Milledgeville on June 21, 2005.

Dear David:

I am writing you at the direction of the Mayor and Aldermen of the City of Milledgeville (the "City") to demand of Baldwin County, Georgia (the "County") immediate payment of \$1,039,223.57, representing the City's share of the 2006 Special Purpose Local Option Sales Tax ("SPLOST"), plus accrued interest, that has been collected and received by the County but which has not been paid to the City in violation of the Intergovernmental Contract entered into by the County and the City on June 21, 2005. As you are aware the Intergovernmental Contract in section (3) provides that "27.56% of the proceeds of the Special Sales Tax, ..., distributed to the governing authority of the County, shall be promptly distributed to the City for deposit into a separate account which shall be controlled by the City and together with the interest earnings thereon, be used exclusively by the City for ... City projects".

City Manager, Barry Jarrett, has reported to the Mayor and Council that the County is currently withholding approximately \$1,038,992.16 of SPLOST funds that are rightfully due the City pursuant to the Intergovernmental Contract. It is the City's position that there is no legal justification for the County's action in refusing to pay the City its portion of the SPLOST funds. Such actions by the County threaten future cooperation between the City and County. The withholding of the City's portion of the



J. David McRee, Esq.
May 10, 2012
Page 2

remaining SPLOST funds collected and received by the County is a breach of the Intergovernmental Contract that will necessitate the City initiating legal action to collect these funds unless the County immediately indicates its intention to honor the Intergovernmental Contract and pay the City its rightful share of the SPLOST funds. I have included with this letter for informational purposes a spreadsheet showing a month by month breakdown of the amounts owed by the County to the City pursuant to the Intergovernmental Contract.

The City has been made aware of the problems that the County has faced in its allocation of SPLOST funds to the County Projects that the County identified in 2005. The City also recognizes that as a result of the economic downturn the projections that were made in 2005 regarding how much money would be collected over the six year life of the SPLOST fell short of actual receipts requiring the County and the City to make adjustments to expenditures on their respective projects identified in the Intergovernmental Contract. It is unfortunate that the County delayed discussing this matter with the City until the final months of collecting for the 2006 SPLOST. This unilateral action on behalf of the County in breaching the Intergovernmental Contract by withholding monies that are rightfully due the City is of obvious grave concern to the City.

Again, being mindful of the apparent dilemma that the County finds itself in as far as failing to adjust for the shortfall in SPLOST collections, the City is prepared in good faith to offer the following proposal in hopes that this matter can be resolved:

1. On or before June 1, 2012, pursuant to a written installment agreement, the County will pay to the City the sum of \$200,000.00 as an initial down payment of the outstanding balance of 2006 SPLOST funds (\$1,039,223.57) due the City;
2. Beginning July 1, 2012, the County will begin paying the remaining balance of 2006 SPLOST funds due the City in (6) equal monthly installment payments of \$140,237.98 each. The sixth and final payment will be due on December 1, 2012;
3. The installment agreement would require that the outstanding balance accrue interest at the rate of 0.9%, which is the rate the City would have received on the SPLOST funds had they been promptly distributed to the City in accordance with the Intergovernmental Contract. The monthly payments set forth in paragraph 2 above, are amortized to include the applied interest rate of 0.9% (see included spreadsheet). The City would also request that the six (6) installment payments referenced in paragraph 2 above be paid by automatic bank draft (EFT) so as to avoid future collection issues; and

J. David McRee, Esq.
May 8, 2012
Page 3

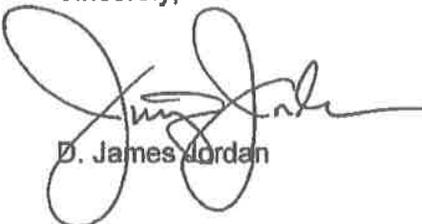
4. In addition, and effective immediately, the County would provide written authorization directing the financial institution that the County will be using as a depository for funds generated from the 2012 SPLOST to immediately transfer the City's percentage portion of the 2012 SPLOST, being 30.625%, each month to an account established by the City for receipt of such funds thereby insuring that the City has prompt access to the funds and thereby avoiding any delay in payment and/or future refusal to pay on behalf of the County.

If this proposal is acceptable to the County, please let me know at your earliest convenience so that we can prepare the necessary paperwork to put this agreement in place. I would also like to move forward with establishing the agreement with respect to the 2012 SPLOST so that we can contact the financial institution that is serving as the depository for the collected SPLOST funds, as I understand the first month's receipt of 2012 SPLOST funds is fast approaching. The Mayor and Council meets again on this matter on Tuesday, May 22, 2012, and it is imperative that we know whether the County will accept the City's proposal for resolving this matter before Monday, May 21, 2012.

If you have any questions, please do not hesitate to let me know. Mr. Jarrett and I will make ourselves available to meet with you and Mr. McMullen on short notice if you think such a meeting would help expedite a resolution of this matter.

With best regards, I am

Sincerely,



D. James Jordan

DJJ/skh
cc: Mr. Barry Jarrett, City Manager

City of Milledgeville
 SPLOST 2006 Funding
 July 1, 2011 - June 30, 2012

Month of Sales	Month Received by County	Tax Revenues	Funds Deposited	Date of Deposits	
Jul-11	Aug-11	\$ 163,444.18	\$ 163,444.18	10/18/2011	
Aug-11	Sep-11	\$ 181,081.04	\$ 181,081.04	11/18/2011	
Sep-11	Oct-11	\$ 152,214.32	\$ -		
Oct-11	Nov-11	\$ 137,428.34	\$ -		
Nov-11	Dec-11	\$ 133,278.21	\$ -		
Dec-11	Jan-12	\$ 174,618.63	\$ -		
Jan-12	Feb-12	\$ 140,311.42	\$ -		
Feb-12	Mar-12	\$ 147,310.17	\$ -		
Mar-12	Apr-12	\$ 153,931.07			
Total		\$ 1,363,497.38	\$ 324,505.22		
Due from Baldwin County		\$ 1,038,992.16			
Lost Interest Revenue	0.90%				
Oct-11	\$ 68.50	6 months			
Nov-11	\$ 51.55	5 months			
Dec-11	\$ 40.00	4 months			
Jan-12	\$ 39.27	3 months			
Feb-12	\$ 21.04	2 months			
Mar-12	\$ 11.05	1 month			
Total Lost Interest Revenue	\$ 231.41				
Funds Due to City	\$ 1,038,992.16				
	\$ 231.41				
	\$ 1,039,223.57				
Down Payment	\$ 200,000.00				
Amount to be Repaid over 6 month period	\$ 839,223.57				
Amortization Schedule	Payment	Principal Paid	Interest Paid	Total Interest	Balance
May-12	\$ 140,237.98	\$ 139,608.57	\$ 629.42	\$ 629.42	\$ 699,815.00
Jun-12	\$ 140,237.98	\$ 139,713.27	\$ 524.71	\$ 1,164.13	\$ 559,901.73
Jul-12	\$ 140,237.98	\$ 139,818.06	\$ 419.93	\$ 1,574.06	\$ 420,083.67
Aug-12	\$ 140,237.98	\$ 139,922.92	\$ 315.06	\$ 1,889.12	\$ 280,160.75
Sep-12	\$ 140,237.98	\$ 140,027.88	\$ 210.12	\$ 2,099.24	\$ 140,132.89
Oct-12	\$ 140,237.98	\$ 140,132.89	\$ 105.10	\$ 2,204.34	
		\$ 839,223.57	\$ 2,204.34		

Summary of Minutes of Closed meeting held on Monday, March 3, 2014

Members in Attendance: Mayor Richard Bentley, Attorney Jimmy Jordan, Mr. Walter Reynolds, Mr. Steve Chambers, Mr. Richard Mullins, Mr. Barry Jarrett, Mrs. Jeanette Walden, Mrs. Denese Shinholster, and Dr. Collinda J. Lee.

Discussion was had in an effort to formulate a settlement proposal to the County that would possibly avoid the City having to go to court to enforce the terms of the 1968 Agreement.

City Manager and City Attorney discussed possible alternatives to litigating this issue with the County.

Partial Summary of Minutes of Closed meeting held on Tuesday, April 8, 2014

Members in Attendance: Mayor Richard Bentley, Attorney Jimmy Jordan, Mr. Walter Reynolds, Mr. Steve Chambers, Mr. Richard Mullins, Mr. Barry Jarrett, Mrs. Jeanette Walden, Mrs. Denese Shinholster, and Dr. Collinda J. Lee.

Final settlement offer (\$4.22 per thousand for 5 years) if rejected pursue legal action under 1968 Agreement.

Partial Summary of Minutes of Closed meeting held on Tuesday, May 13, 2014

Members in Attendance: Mayor Richard Bentley, Attorney Jimmy Jordan, Mr. Walter Reynolds, Mr. Richard Mullins, Mr. Barry Jarrett, Mrs. Jeanette Walden, Mrs. Denese Shinholster, and Dr. Collinda J. Lee.

Potential Litigation:

The purpose of this closed session was to discuss the letter from the County in regards to the issue of the disputed sewage rate. What will govern the 2008 Agreement or the 1968 Agreement?



MCREE & ASSOCIATES
ATTORNEY AT LAW
LAFAYETTE SQUARE
P.O. BOX 1310
MILLEDGEVILLE, GEORGIA 31059-1310

J. DAVID MCREE

TELEPHONE
478-453-3233
FAX
478-453-3233

June 6, 2014

Mr. D. James Jordan
Adams, Jordan and Herrington
Attorneys at Law
P.O. Box 1370
Milledgeville, GA 31059-1370

Re: Sewage Treatment Invoice

Dear Jimmy:

Several days ago, the County received an invoice for sewage treatment from the City. This invoice covered a period of time from July 2013, through April 2014. The amount of the invoice was \$113,720.49.

Over that period of time, the County has paid to the City \$251,561.34. This amount was calculated based on the agreement entered into between the governments in 2008.

As you are aware, the two sides have not reached an agreement as to the amount that should be paid since the expiration of the 2008 agreement. Having said that, the County does not believe that the City has the right to unilaterally set the amount for invoicing purposes.

The County has tried very hard for the last year to negotiate a new agreement with the City. We remain open for further negotiations on this issue. Until a new agreement is reached, we will continue making payments as we have since last July.



With kindest regards, I remain

Sincerely,

A handwritten signature in black ink, appearing to be 'JDM', written over a horizontal line.

J. David McRee

JDM/dj

Enclosure

cc: Baldwin County Board of Commissioners
Mr. Ralph McMullen

CITY OF MILLEDGEVILLE ACCOUNTS RECEIVABLE INVOICE

P. O. BOX 1900
MILLEDGEVILLE, GA 31059-1900
PHONE (478) 414-4099

BALDWIN CO. COMMISSIONERS
121 N. WILKINSON ST
ACCOUNTS PAYABLE
MILLEDGEVILLE, GA 31062

CUSTOMER #: QS-010
INVOICE #: 201406032014
INVOICE DATE: 6/3/2014
DUE DATE: 6/3/2014

CHARGE DETAIL

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
JULY 2013 – APRIL 2014 WASTE WATER TREATMENT	86,429.58	GAL	\$4.22 PER THOUSAND	\$364,732.83

PREVIOUSLY RECEIVED ON ACCOUNT (\$251,561.34)

BALANCE DUE ON ACCOUNT \$113,171.49

LATE FEE (1% APR) \$549.00

CURRENT BALANCE DUE \$113,720.49

BALDWIN CO. COMMISSIONER QS-010 INVOICE #201406032014

TOTAL DUE: \$113,720.49

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

THANK YOU

Thomas F. Richardson *
Mary Mendel Katz
Emmke H. Griggs
Jon C. Wolfe
Brown W. Dennis, Jr.
David N. Nelson
John J. Makowski
Norman C. Pearson III
Larry W. Fouché
Frances L. Clay
Jason D. Lewis
Christi Home James
J. Travis Hall
Joseph D. Stephens
Elizabeth L. Ford
Wesley E. Childs

CHAMBLESS HIGDON RICHARDSON KATZ GRIGGS LLP
ATTORNEYS AT LAW

www.chrkgjlaw.com

3920 Arkwright Road • Suite 405 • P.O. Box 18086 • Macon, GA • 31209-8086
Telephone (478) 745-1181 • Facsimile (478) 746-9479

Associated Counsel
Robert B. Langstaff, Jr.
Langstaff Law LLC
1916 Dawson Road
Albany, GA 31707

Atlanta Office
Midtown Promenade II
1230 Peachtree St., Suite 1900
Atlanta, GA 30309

November 10, 2014

REPLY TO MACON

* Admitted in GA & NC
All others admitted in GA

Via Fax (404)657-9932 and
U.S. Mail

Ms. Amanda S. Jones
Assistant Attorney General
Georgia Department of Law
40 Capitol Square, SW
Atlanta, GA 30334-1300

Re: City of Milledgeville, Georgia
Open Meetings Act Complaint

Dear Ms. Jones:

This letter is to respond to your letter of October 29, 2014, with respect to an alleged Open Meetings Act violation by the City of Milledgeville. On September 19, 2014, I was hired as special counsel with respect to ethics charges brought against members of city council, the city manager and the city attorney.

I was first contacted with reference to this matter by Barry Jarrett, the city manager. Mr. Jarrett outlined for me some of the background with respect to the ethics charges. He asked if I would be willing to serve as special counsel to the City of Milledgeville with respect to these ethics charges, and matters relating thereto, since the city attorney had been charged with violations and was not able to provide counsel. I told him that I was willing to serve and was soon thereafter appointed by city council to serve in this capacity.

I was provided with copies of the ethics charges brought by several citizens and later provided with the ethics charges that had been brought by other citizens against one member of city council. I reviewed newspaper articles going back to August 2014 that referenced the background of the charges. I had discussions with the city attorney and the city manager about the allegations that had been made. This is a summary of what I learned:

On August 26, 2014, a citizen named Melba Burrell spoke to city council in a work session. Ms. Burrell said she and other citizens were filing an ethics complaint that night. The complaint identified five city council members, the city manager, and the city attorney. The following allegations were included:



- (1) A violation of the open meetings act by five members of city council;
- (2) That city officials had conspired to retaliate against the president of a local bank;
- (3) That city officials transferred \$5.1 million dollars to a different bank in order to retaliate against a private citizen;
- (4) That officials engaged in the conspiracy to shred a damaging document;
- (5) That some members of city council participated in a secret vote to secretly withdraw funds from the local bank and move the funds to another bank;
- (6) That the city manager withdrew funds and made illegal investments;
- (7) That the city attorney authorized an illegal transfer of funds;
- (8) That city officials were involved in a pattern and practice of illegal meetings, abuse of power and malfeasance of office.

I also learned that citizens had complained of the current city ethics ordinance saying that it would be a conflict of interest if the council followed it under these circumstances. Citizens had expressed to city council that they had been to the district attorney and also the attorney general. They made it clear that if city council did not address their "concerns" with the current ethics ordinance, they would continue to pursue legal remedies, including litigation.

Based on the foregoing, it appeared clear to me that the formal ethics complaints, coupled with statements made by complainants, presented a realistic and tangible threat of litigation. The ethics charges themselves invoked a formal administrative proceeding in accordance with either the city's 2012 ethics ordinance or an amended ordinance.

In my 39 years of representing local governments, I have considered it a duty to try my best to resolve pending litigation and avoid future litigation. The public is not well served by protracted litigation from a cost standpoint, time standpoint, or the ill will litigation often fosters.

Accordingly, I considered it my professional responsibility to do the following:

- (1) Advise city officials as to a proper procedure to defend themselves and counter the pending allegations;
- (2) Provide and recommend a framework for resolving the current ethics charges given the contention that the current ethics ordinance created a conflict;

- (3) Create a framework for resolving future ethics charges so that the public's trust could be gained. The framework would have to satisfy due process and fairness standards;
- (4) Attempt to alleviate or eliminate the possibility that members of city council would be sued on account of charges that had already been brought.

Based on the foregoing, I met with members of city council in an executive session to discuss various issues relating to a resolution of the current legal challenges that had been made and to assist them in reducing the likelihood of potential litigation which had already been threatened. Any discussions held in closed sessions were in my view appropriate under O.C.G.A. § 50-14-2. We did not discuss the actual proposed amendment to the 2012 ethics ordinance. We did discuss an outline for the proposed amended ordinance since the citizens were claiming the current ordinance would be illegal if followed. More importantly, the framework was discussed because I thought it would go a long way toward minimizing potential litigation if it was perceived to be fair by the public.

The actual proposed amended ordinance was not provided to city council in closed session, but after that session was ended. The members were also provided with a copy of the current ethics ordinance to compare with the proposed amended ordinance. The proposed amended ordinance was brought up for a first reading at a meeting held October 21, 2014. Members of the public, particularly the complaining citizens, had the opportunity to review the ordinance between the first reading and the second reading. On October 28, 2014, in an open work session, citizens had the opportunity to question city council members as well as myself with respect to every aspect of the proposed amended ordinance. The citizens did so for an extensive period of time and expressed criticism with the ordinance and suggested changes. After the second reading, the amendment was adopted by the City of Milledgeville.

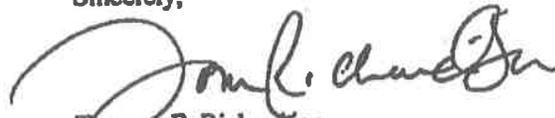
In my opinion, only matters authorized by law to be discussed in closed session were discussed in closed session.

I have represented local governments for almost forty (40) years. I am highly respectful of the Open Meetings Act. I am also respectful of the need for attorney client confidentiality. Both principles have been adhered to in my work with the City.

Please let me know if you have any questions or comments or if you would like to discuss this matter further at any time.

Kind regards.

Sincerely,



Thomas F. Richardson

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF TRUSTEES OF
IVY PREPARATORY YOUNG MEN'S LEADERSHIP ACADEMY,
AND THE ATTORNEY GENERAL
STIPULATING A VIOLATION OF THE OPEN MEETINGS ACT AND
STIPULATING TO ASSURE FUTURE COMPLIANCE WITH THE ACT**

This 9th day of December, 2015.
County of Gwinnett, State of Georgia

COME NOW the Board of Trustees for Ivy Preparatory Academy Gwinnett, on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures and pursuant to a resolution passed by the Board of Trustees approving this Memorandum of Understanding, hereby agree as follows:

WHEREAS the Board of Trustees for Ivy Preparatory Young Men's Leadership Academy is an "agency" within the meaning of Georgia law, O.C.G.A. §§ 50-14-1 and 50-18-70, and is subject to the requirements of Georgia's Open Meetings Act, O.C.G.A. §§ 50-14-1 through 50-14-6 and Georgia's Open Records Act, O.C.G.A. §§ 50-18-70 through 50-18-77;

WHEREAS the Board of Trustees is responsible for compliance with Georgia's Open Meetings Act and Georgia's Open Records Act as to matters that come before them;

WHEREAS the Board of Trustees endeavors in the future to be in full compliance with Georgia's Open Meetings Act, and by this agreement admits to past violations of the law;

WHEREAS the Attorney General alleges that the agenda for the September 29, 2015 meeting of the Board of Trustees failed to include any notice that the

Board of Trustees would be discussing and voting on the issue of closing the high school program within the school;

WHEREAS the Attorney General has the civil and criminal authority and standing to enforce Georgia's Open Meetings Act pursuant to O.C.G.A. § 50-14-5;

WHEREAS the Open Meetings Act provides that "Prior to any meeting, the agency or committee holding such meeting shall make available an agenda of all matters expected to come before the agency or committee at such meeting."

O.C.G.A. § 50-14-1(e)(1);

WHEREAS the parties wish to resolve all disputed claims amongst them and agree that the Board of Trustees for Ivy Preparatory Young Men's Leadership Academy and its officers and employees should henceforth fully comply with Georgia's Open Meetings Act;

NOW THEREFORE the parties agree and stipulate as follows:

1. The Board of Trustees admits and stipulates that a violation of the Open Meetings Act occurred when the agenda for the September 29, 2015, meeting of the Board of Trustees failed to include any notice that the Board of Trustees would be discussing and voting on the issue of closing the high school program within the school;
2. The Board of Trustees attests and pledges that future meeting agendas will include all matters that are expected to come before the Board at public meetings.
3. The Board of Trustees agrees that in light of the violations shown above, a fine of \$500.00 will be paid by Ivy Preparatory Academy Gwinnett to the State of Georgia, such violation and fine constituting a first violation within the meaning of O.C.G.A. § 50-14-6,

with subsequent violations subject to a fine of up to \$2,500.00 if occurring within twelve (12) months.

SO AGREED,

This 9th day of December, 2015.

[Handwritten Signature]

~~Chair of the Board of Trustees~~ Executive Director
Ivy Preparatory Young Men's Leadership Academy

Sworn to and subscribed
before me this 9th day
of December, 2015.



[Handwritten Signature]
NOTARY PUBLIC

[Handwritten Signature]

Samuel S. Olens
Attorney General

Sworn to and subscribed
before me this ___ day
of _____, 2015.

NOTARY PUBLIC

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF TRUSTEES OF
IVY PREPARATORY ACADEMY KIRKWOOD,
AND THE ATTORNEY GENERAL
STIPULATING A VIOLATION OF THE OPEN MEETINGS ACT AND
STIPULATING TO ASSURE FUTURE COMPLIANCE WITH THE ACT**

This 9th day of December, 2015.
County of Gwinnett, State of Georgia

COME NOW the Board of Trustees for Ivy Preparatory Academy Kirkwood, on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures and pursuant to a resolution passed by the Board of Trustees approving this Memorandum of Understanding, hereby agree as follows:

WHEREAS the Board of Trustees for Ivy Preparatory Academy Kirkwood is an "agency" within the meaning of Georgia law, O.C.G.A. §§ 50-14-1 and 50-18-70, and is subject to the requirements of Georgia's Open Meetings Act, O.C.G.A. §§ 50-14-1 through 50-14-6 and Georgia's Open Records Act, O.C.G.A. §§ 50-18-70 through 50-18-77;

WHEREAS the Board of Trustees is responsible for compliance with Georgia's Open Meetings Act and Georgia's Open Records Act as to matters that come before them;

WHEREAS the Board of Trustees endeavors in the future to be in full compliance with Georgia's Open Meetings Act, and by this agreement admits to past violations of the law;

WHEREAS the Attorney General alleges that the agenda for the September 29, 2015 meeting of the Board of Trustees failed to include any notice that the Board of Trustees would be discussing and voting on the issue of closing the high

school program within the school;

WHEREAS the Attorney General has the civil and criminal authority and standing to enforce Georgia's Open Meetings Act pursuant to O.C.G.A. § 50-14-5;

WHEREAS the Open Meetings Act provides that "Prior to any meeting, the agency or committee holding such meeting shall make available an agenda of all matters expected to come before the agency or committee at such meeting."

O.C.G.A. § 50-14-1(e)(1);

WHEREAS the parties wish to resolve all disputed claims amongst them and agree that the Board of Trustees for Ivy Preparatory Academy Kirkwood and its officers and employees should henceforth fully comply with Georgia's Open Meetings Act;

NOW THEREFORE the parties agree and stipulate as follows:

1. The Board of Trustees admits and stipulates that a violation of the Open Meetings Act occurred when the agenda for the September 29, 2015, meeting of the Board of Trustees failed to include any notice that the Board of Trustees would be discussing and voting on the issue of closing the high school program within the school;
2. The Board of Trustees attests and pledges that future meeting agendas will include all matters that are expected to come before the Board at public meetings.
3. The Board of Trustees agrees that in light of the violations shown above, a fine of \$500.00 will be paid by Ivy Preparatory Academy Kirkwood to the State of Georgia, such violation and fine constituting a first violation within the meaning of O.C.G.A. § 50-14-6, with subsequent violations subject to a fine of up to \$2,500.00 if occurring within twelve (12) months.

SO AGREED,

This 9th day of December, 2015.

[Signature]
Chair of the Board of Trustees ~~Executive Director~~
Ivy Preparatory Academy-Kirkwood

Sworn to and subscribed
before me this 9th day
of December, 2015.

[Signature]
NOTARY PUBLIC



[Signature]
Samuel S. Olens
Attorney General

Sworn to and subscribed
before me this 11th day
of December, 2015.

[Signature]
NOTARY PUBLIC

DEVAAN DANIELLE BERNARD
NOTARY PUBLIC
FULTON COUNTY, GEORGIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF TRUSTEES OF
IVY PREPARATORY ACADEMY GWINNETT,
AND THE ATTORNEY GENERAL
STIPULATING A VIOLATION OF THE OPEN MEETINGS ACT AND
STIPULATING TO ASSURE FUTURE COMPLIANCE WITH THE ACT**

This 9th day of December, 2015.
County of Gwinnett, State of Georgia

COME NOW the Board of Trustees for Ivy Preparatory Academy Gwinnett, on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures and pursuant to a resolution passed by the Board of Trustees approving this Memorandum of Understanding, hereby agree as follows:

WHEREAS the Board of Trustees for Ivy Preparatory Academy Gwinnett is an “agency” within the meaning of Georgia law, O.C.G.A. §§ 50-14-1 and 50-18-70, and is subject to the requirements of Georgia’s Open Meetings Act, O.C.G.A. §§ 50-14-1 through 50-14-6 and Georgia’s Open Records Act, O.C.G.A. §§ 50-18-70 through 50-18-77;

WHEREAS the Board of Trustees is responsible for compliance with Georgia’s Open Meetings Act and Georgia’s Open Records Act as to matters that come before them;

WHEREAS the Board of Trustees endeavors in the future to be in full compliance with Georgia’s Open Meetings Act, and by this agreement admits to past violations of the law;

WHEREAS the Attorney General alleges that the agenda for the October 20, 2015 meeting of the Board of Trustees failed to include any notice that the Board of Trustees would be discussing and voting on the issue of closing the high school

program within the school;

WHEREAS the Attorney General has the civil and criminal authority and standing to enforce Georgia's Open Meetings Act pursuant to O.C.G.A. § 50-14-5;

WHEREAS the Open Meetings Act provides that "Prior to any meeting, the agency or committee holding such meeting shall make available an agenda of all matters expected to come before the agency or committee at such meeting."

O.C.G.A. § 50-14-1(e)(1);

WHEREAS the parties wish to resolve all disputed claims amongst them and agree that the Board of Trustees for Ivy Preparatory Academy Gwinnett and its officers and employees should henceforth fully comply with Georgia's Open Meetings Act;

NOW THEREFORE the parties agree and stipulate as follows:

1. The Board of Trustees admits and stipulates that a violation of the Open Meetings Act occurred when the agenda for the October 20, 2015, meeting of the Board of Trustees failed to include any notice that the Board of Trustees would be discussing and voting on the issue of closing the high school program within the school;
2. The Board of Trustees attests and pledges that future meeting agendas will include all matters that are expected to come before the Board at public meetings.
3. The Board of Trustees agrees that in light of the violations shown above, a fine of \$500.00 will be paid by Ivy Preparatory Academy Gwinnett to the State of Georgia, such violation and fine constituting a first violation within the meaning of O.C.G.A. § 50-14-6, with subsequent violations subject to a fine of up to \$2,500.00 if occurring within twelve (12) months.

SO AGREED,

This 9th day of December, 2015.

Kristin T. Morgan
Chair of the Board of Trustees ~~Executive Director~~
Ivy Preparatory Academy-Gwinnett

Sworn to and subscribed
before me this 9th day
of December, 2015.

Kayla Thompson
NOTARY PUBLIC



Samuel S. Olens
Attorney General

Sworn to and subscribed
before me this 11th day
of December, 2015.

Devaan Danielle Bernard
NOTARY PUBLIC

DEVAAN DANIELLE BERNARD
NOTARY PUBLIC
FULTON COUNTY, GEORGIA

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GORDON, GEORGIA,
AND THE ATTORNEY GENERAL
STIPULATING A VIOLATION OF THE OPEN RECORDS ACT AND STIPULATING
TO ASSURE FUTURE COMPLIANCE WITH THE ACT**

This 4th day of January, 2016
County of Wilkinson, State of Georgia

COME NOW the CITY OF GORDON, Georgia, on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures approving this Memorandum of Understanding, hereby agree as follows:

WHEREAS the City of Gordon is an “agency” within the meaning of Georgia law, O.C.G.A. § 50-18-70(b)(1), and is subject to the requirements of Georgia’s Open Records Act, O.C.G.A. §§ 50-18-70 through 50-18-77;

WHEREAS the Mayor of Gordon, as a governmental officer, is responsible for compliance with Georgia’s Open Records Act;

WHEREAS the City of Gordon endeavors in the future to be in full compliance with Georgia’s Open Records Act, and by this agreement admits to past violations of the law;

WHEREAS the Attorney General alleges that the Mayor of Gordon uses her personal email accounts to conduct city business, and has her two personal email addresses printed on her official business cards;

WHEREAS the Attorney General alleges the City Clerk received an Open Records Request on August 25, 2015, from Judy Bailey, the editor of the Wilkinson County Post, requesting emails from the Mayor’s two personal email accounts;

WHEREAS the Attorney General alleges the Mayor failed to produce, within the three day period required by O.C.G.A. § 50-18-71(b)(1)(A), emails from the Mayor's two personal email accounts that would have been responsive to that request, although such emails did exist;

WHEREAS the Attorney General alleges that when the Mayor did produce responsive emails, the Mayor failed to produce all the emails that had been sent and received from the Mayor's personal email accounts that would be considered "public records" under the Open Records Act;

WHEREAS the Attorney General alleges that when the Mayor did produce responsive emails, she did not inform the requester that she would seek costs in excess of \$25.00, as required by O.C.G.A. § 50-18-71(d);

WHEREAS the Attorney General alleges that when the Mayor did produce responsive emails, she attempted to charge more than 10 cents per page, which is the maximum charge allowed by O.C.G.A. § 50-18-71(c)(2);

WHEREAS the Attorney General has the civil and criminal authority and standing to enforce Georgia's Open Records Act pursuant to O.C.G.A. § 50-18-73;

WHEREAS the Open Records Act provides:

Agencies shall produce for inspection all records responsive to a request within a reasonable amount of time not to exceed three business days of receipt of a request; . . . In those instances where some, but not all, records are available within three business days, an agency shall make available within that period those records that can be located and produced. In any instance where records are unavailable within three business days of receipt of the request, and responsive records exist, the agency shall, within such time period, provide the requester with a description of such records and a timeline for when the records will be available for inspection or copying and

provide the responsive records or access thereto as soon as practicable.

O.C.G.A. § 50-18-71(b)(1)(A);

WHEREAS the Open Records Act provides:

"Public record" means all documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use.

O.C.G.A. § 50-18-70(b)(2);

WHEREAS the Open Records Act provides that if an agency will seek costs in excess of \$25.00, the agency shall notify the requester and inform the requester of the estimate of the costs pursuant to O.C.G.A. § 50-18-71(d);

WHEREAS the Open Records Act provides:

In addition to a charge for the search, retrieval, or redaction of records, an agency may charge a fee for the copying of records or data, not to exceed 10 cent(s) per page for letter or legal size documents or, in the case of other documents, the actual cost of producing the copy. In the case of electronic records, the agency may charge the actual cost of the media on which the records or data are produced.

O.C.G.A. § 50-18-71(c)(2);

WHEREAS the parties wish to resolve all disputed claims amongst them and agree that the Mayor of Gordon and the City of Gordon should henceforth fully comply with Georgia's Open Records Act;

NOW THEREFORE the parties agree and stipulate as follows:

1. The City of Gordon admits and stipulates that a violation of the Open Records Act occurred when the Mayor failed to produce emails from her personal email accounts that

would be considered “public records” within three days of the request made by Ms. Bailey and further failed to provide a description of such records and a timeline for their production.

2. The City of Gordon admits and stipulates that a violation of the Open Records Act occurred when the Mayor failed to produce all emails that had been sent and received from the Mayor’s personal email accounts that would be considered “public records” under the Open Records Act.

3. The City of Gordon admits and stipulates that a violation of the Open Records Act occurred when the Mayor failed to notify the requester that she would be seeking costs in excess of \$25.00.

4. The City of Gordon admits and stipulates that a violation of the Open Records Act occurred when the Mayor charged the requester more than 10 cents per page for the copies provided.

5. The City of Gordon admits and stipulates that the Mayor was acting in her official capacity in her actions described above, and that a suit against the Mayor in her official capacity would be considered a suit against the City.

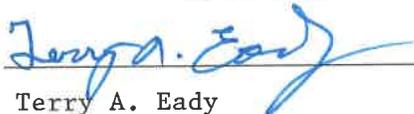
6. The City of Gordon attests and pledges that they will provide all public records, when requested, from the Mayor’s private email accounts and comply with the time limits required by the Open Records Act when responding to such requests.

7. The City of Gordon attests and pledges that they will notify requestors when estimated costs exceed \$25.00 and will comply with the time limits required by the Open Records Act when providing such estimates.

8. The City of Gordon attests and pledges that they will not charge more for responding to requests than the amount allowed by O.C.G.A. § 50-18-71(c)(2).
9. The City of Gordon attests and pledges that they will follow the requirements of the Georgia Records Act, O.C.G.A. § 50-18-90 through 50-18-103, to safeguard against the loss or removal of any emails or other records sent or received by the Mayor's personal email accounts that would be considered "public records" under the Open Records Act.
10. The City of Gordon agrees to participate in an Open Meetings and Open Records training session with the Attorney General's Office.
11. The City of Gordon agrees that in light of the violations shown above, a fine of \$1,000.00 will be paid by the City of Gordon to the State of Georgia, such violation and fine constituting a first violation within the meaning of O.C.G.A. § 50-18-74, with subsequent violations subject to a fine of up to \$2,500.00 if occurring within twelve (12) months.

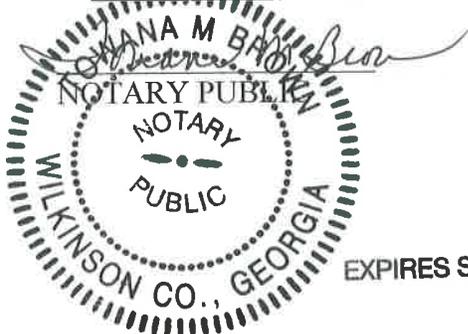
SO AGREED,

This 4th day of January, 2016.


 Terry A. Eady
 Mayor Pro-tem


 Samuel S. Olens
 Attorney General

Sworn to and subscribed
 before me this 4th day
 of January, 2016.



Sworn to and subscribed
 before me this 4th day
 of January, 2016.


 NOTARY PUBLIC



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HOSPITAL AUTHORITY OF VALDOSTA AND LOWNDES COUNTY,
AND THE ATTORNEY GENERAL
STIPULATING A VIOLATION OF THE OPEN MEETINGS ACT AND STIPULATING
TO ASSURE FUTURE COMPLIANCE WITH THE ACT**

This 20th day of April, 2016.
County of Lowndes, State of Georgia

COME NOW the HOSPITAL AUTHORITY OF VALDOSTA AND LOWNDES COUNTY (“Hospital Authority”), on the one part, and the OFFICE OF THE ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures approving this Memorandum of Understanding, hereby stipulate to the following facts and conclusions of law:

1. The Hospital Authority is an “agency” within the meaning of Georgia law, O.C.G.A. §§ 50-14-1 and 50-18-70, and is subject to the requirements of Georgia’s Open Meetings Act, O.C.G.A. §§ 50-14-1 through 50-14-6 and Georgia’s Open Records Act, O.C.G.A. §§ 50-18-70 through 50-18-77.
2. The Hospital Authority is responsible for compliance with Georgia’s Open Meetings Act and Georgia’s Open Records Act as to matters that come before it.
3. The Attorney General has the civil and criminal authority and standing to enforce Georgia’s Open Meetings Act pursuant to O.C.G.A. § 50-14-5.
4. The Open Meetings Act provides: “Every agency subject to this chapter shall prescribe the time, place and dates of regular meetings of the agency. Such information shall be available to the general public and a notice containing such information shall be

posted at least one week in advance and maintained in a conspicuous place available to the public at the regular place of an agency or committee meeting as well as on the agency's website, if any." O.C.G.A. § 50-14-1(d)(1).

5. The Open Meetings Act provides: "Prior to any meeting, the agency or committee holding such meeting shall make available an agenda of all matters expected to come before the agency or committee at such meeting." O.C.G.A. § 50-14-1(e)(1).

6. The Open Meetings Act provides: "The regular minutes of a meeting subject to this chapter shall be promptly recorded and such records shall be open to public inspection once approved as official by the agency or its committees, but in no case later than immediately following its next regular meeting." O.C.G.A. § 50-14-1(e)(2)(B).

7. The Hospital Authority has in the past listed the incorrect start times for its regular meetings on its meeting notices; the start time was listed as 9:30 a.m., although executive sessions began at 8:00 a.m.;

8. After the Hospital Authority's meeting on December 16, 2015, the minutes for the October 21 and November 11 meeting had not yet been approved.

9. The Board of Trustees of the Hospital Authority denies that any member intentionally violated the Georgia Open Meetings Act.

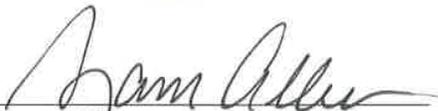
WHEREAS the parties wish to resolve all disputed claims amongst them and agree that the Hospital Authority and its officers and employees should henceforth fully comply with Georgia's Open Meetings Act, the parties agree as follows:

1. The Hospital Authority admits that violations of the Open Meetings Act occurred on multiple occasions when notices stated that the start time of regular meetings was 9:30 a.m. but executive sessions were held at 8:00 a.m., in violation of O.C.G.A. § 50-14-1(d)(1).
2. The Hospital Authority admits that violations of the Open Meetings Act occurred on multiple occasions when meeting minutes were not approved and available to the public by the time of the next regular meeting, in violation of O.C.G.A. § 50-14-1(e)(2)(B).
3. The Hospital Authority attests and pledges that they will post the correct starting times for all meetings, including subcommittee meetings, as required by O.C.G.A. § 50-14-1(d)(1).
4. The Hospital Authority attests and pledges that they will approve minutes and make them available to the public by the time of the next regular meeting, as required by O.C.G.A. § 50-14-1(e)(2)(B).
5. The Hospital Authority agrees that a training session shall be conducted for all staff members who participate in the preparation of Open Meetings Act documentation, with said training provided by either their General Counsel or the Attorney General's office. At least two members of the Board of the Hospital Authority shall also attend, but a quorum shall not be required.
6. The Hospital Authority agrees that in light of the violations shown above, a fine of \$499.00 will be paid by the Hospital Authority to the State of Georgia, such violation and

fine constituting a first violation within the meaning of O.C.G.A. § 50-14-6, with subsequent violations subject to a fine of up to \$2,500.00 if occurring within twelve (12) months.

SO AGREED,

This 20th day of April, 2016.



Sam Allen
Chairman



Samuel S. Olens
Attorney General

Sworn to and subscribed
before me this 20th day
of April, 2016.

Sworn to and subscribed
before me this 20th day
of April, 2016.



NOTARY PUBLIC
Notary Public, Lanier County, Georgia
My Commission Expires June 8, 2016



NOTARY PUBLIC
DEVANN DANIELLE BERNARD
NOTARY PUBLIC
FULTON COUNTY, GEORGIA

**COUNTY OF DEKALB
STATE OF GEORGIA**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BROOKHAVEN, GEORGIA,
AND THE ATTORNEY GENERAL
STIPULATING A VIOLATION OF THE OPEN RECORDS ACT AND STIPULATING
TO ASSURE FUTURE COMPLIANCE WITH THE ACT**

This 7th day of June, 2016.

COME NOW the CITY OF BROOKHAVEN, Georgia, on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures, hereby stipulate to the following facts and conclusions of law:

1. The City of Brookhaven and the Brookhaven Police Department are “agencies” within the meaning of Georgia law, O.C.G.A. § 50-18-70(b)(1), and are subject to the requirements of Georgia’s Open Records Act, O.C.G.A. §§ 50-18-70 through 50-18-77.
2. The City of Brookhaven and the Brookhaven Police Department are holders of “public records” within the meaning of Georgia law, O.C.G.A. § 50-18-70(b)(2), and are subject to the requirements of Georgia’s Open Records Act, O.C.G.A. §§ 50-18-70 through 50-18-77.
3. The Attorney General has the civil and criminal authority and standing to enforce Georgia’s Open Records Act pursuant to O.C.G.A. § 50-18-73.
4. The City of Brookhaven, as a political subdivision of the State of Georgia, is responsible for compliance with Georgia’s Open Records Act, and is responsible for city agencies’ compliance with the Act.

5. The Open Records Act provides, in O.C.G.A. § 50-18-71(b)(1)(A), that:

Agencies shall produce for inspection all records responsive to a request within a reasonable amount of time not to exceed three business days of receipt of a request; . . . In those instances where some, but not all, records are available within three business days, an agency shall make available within that period those records that can be located and produced. In any instance where records are unavailable within three business days of receipt of the request, and responsive records exist, the agency shall, within such time period, provide the requester with a description of such records and a timeline for when the records will be available for inspection or copying and provide the responsive records or access thereto as soon as practicable.

6. The Open Records Act provides, in O.C.G.A. § 50-18-71(c)(2), that:

In addition to a charge for the search, retrieval, or redaction of records, an agency may charge a fee for the copying of records or data, not to exceed 10 cent(s) per page for letter or legal size documents or, in the case of other documents, the actual cost of producing the copy. In the case of electronic records, the agency may charge the actual cost of the media on which the records or data are produced.

7. The Open Records Act provides, in O.C.G.A. § 50-18-71(c)(1), that:

An agency may impose a reasonable charge for the search, retrieval, redaction, and production or copying costs for the production of records pursuant to this article. An agency shall utilize the most economical means reasonably calculated to identify and produce responsive, nonexcluded documents.

8. A “dash-cam” video recorded by a law enforcement officer is a “public record” as defined by O.C.G.A. § 50-18-70(b)(2);

WHEREAS the parties wish to resolve all disputed claims amongst them and agree that the City of Brookhaven and its officers, employees, and agencies should henceforth fully comply with Georgia’s Open Records Act, the parties agree as follows:

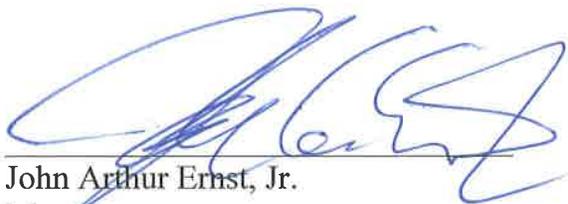
1. The City of Brookhaven admits that violations of the Open Records Act occurred on multiple occasions when the Brookhaven Police Department charged a flat fee of \$35.00 for the production and copying of a “dash-cam” video instead of charging the actual cost in accordance with O.C.G.A. §§ 50-18-71(c)(1) and (c)(2).
2. The City of Brookhaven admits that a violation of the Open Records Act occurred when on February 26, 2016, Records Management Clerk Suzanne Rice, with the Brookhaven Police Department, attempted to charge Johnny Edwards a flat fee of \$35.00 to produce an in-car video, contrary to the provisions of O.C.G.A. §§ 50-18-71(c)(1) and (c)(2).
3. The City of Brookhaven admits that when the Brookhaven Police Department produced a copy of that video for Mr. Edwards, it charged an “equipment usage” fee of \$20, more than the actual cost of the media on which the records or data were produced, which is the maximum charge allowed by O.C.G.A. § 50-18-71(c)(2);
4. The City of Brookhaven admits that when the Brookhaven Police Department was informed that its practice of charging a flat fee for videos violated the Open Records Act, it failed to modify or remove the sign in its lobby that stated: “In Car Video - \$35.00.”
5. The City of Brookhaven attests and pledges that it, and its agencies, will produce records in the most economical means available.
6. The City of Brookhaven attests and pledges that it, and its agencies, will not charge any more than the actual cost of producing a copy of any requested records.

7. The City of Brookhaven attests and pledges that it, and its agencies, will not charge a flat fee for producing, copying (or otherwise making available) any public records, unless a flat fee is specifically authorized by state statute, rule or regulation.
8. The City of Brookhaven agrees to refund \$19.00 to Johnny Edwards.
9. The City of Brookhaven agrees to participate in an Open Records training session with the Attorney General's Office.
10. The City of Brookhaven agrees that in light of the violations shown above, a fine of \$500.00 will be paid by the City of Brookhaven to the State of Georgia, such violation and fine constituting a first violation within the meaning of O.C.G.A. § 50-18-73, with subsequent violations subject to a fine of up to \$2,500.00 if occurring within twelve (12) months.

SO AGREED,

This 7th day of June, 2016.

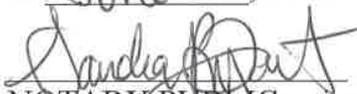
[Signatures follow on next page]


John Arthur Ernst, Jr.
Mayor


Samuel S. Olens
Attorney General

Sworn to and subscribed
before me this 23rd day
of June, 2016.

Sworn to and subscribed
before me this ___ day
of _____, 2016.


NOTARY PUBLIC
Sandia Bryant
Notary Public, Gwinnett Co., Georgia
My Commission Expires
October 21, 2019

NOTARY PUBLIC

Attest:

Susan Hiott
City Clerk

Approved as to form:

Christopher D. Balch
City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MEIGS, GEORGIA,
AND THE ATTORNEY GENERAL
STIPULATING A VIOLATION OF THE OPEN RECORDS AND OPEN MEETINGS
ACTS AND STIPULATING TO ASSURE FUTURE COMPLIANCE WITH THE ACTS**

This 17th day of October, 2016.
County of Thomas, State of Georgia.

COME NOW the CITY OF MEIGS, Georgia, by and through the Mayor of Meigs, on the one part, and the OFFICE OF ATTORNEY GENERAL, on the other, and, as attested by the underlying signatures approving this Memorandum of Understanding, hereby agree as follows:

1. The City of Meigs is an "agency" within the meaning of Georgia law, O.C.G.A. § 50-14-1(a)(1), and the City, the Mayor, and the individual members of the City Council are subject to the requirements of Georgia's Open Meetings Act, O.C.G.A. §§ 50-14-1 through 50-14-6, and to the requirements of Georgia's Open Records Act, O.C.G.A. §§ 50-18-70 through 50-18-77.
2. The Attorney General has the civil and criminal authority and standing to enforce Georgia's Open Records and Open Meetings Acts pursuant to O.C.G.A. §§ 50-14-5 and 50-18-73.
3. The Open Meetings Act provides: "Meetings' means the gathering of a quorum of the members of the governing body of an agency at which any official business, policy, or

public matter of the agency is formulated, presented, discussed, or voted upon”

O.C.G.A. § 50-14-1(3)(A)(i).

4. The Open Meetings Act provides: “Except as otherwise provided by law, all meetings shall be open to the public. All votes at any meeting shall be taken in public after due notice of the meeting and compliance with the posting and agenda requirements of this chapter.” O.C.G.A. § 50-14-1(b)(1).

5. The Open Records Act provides: “All public records shall be open for personal inspection and copying, except those which by order of a court of this state or by law are specifically exempted from disclosure.” O.C.G.A. § 50-18-71(a).

6. The Open Records Act provides: “Agencies shall produce for inspection all records responsive to a request within a reasonable amount of time not to exceed three business days of receipt of a request. . .” O.C.G.A. § 50-18-71(b)(1)(A).

7. The City of Meigs endeavors in the future to be in full compliance with Georgia’s Open Meetings Act and Open Records Act, and by this agreement admits to past violations of the law as outlined below.

WHEREAS the parties wish to resolve all disputed claims amongst them and agree that the City of Meigs and all City Council members should henceforth fully comply with Georgia’s Open Meetings and Open Records Acts, the parties agree as follows:

1. The Open Meetings Act states:

When any meeting of an agency is closed to the public pursuant to subsection (a) of

this Code section, the person presiding over such meeting or, if the agency's policy so provides, each member of the governing body of the agency attending such meeting, shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

O.C.G.A. § 50-14-4(b)(1). The City of Meigs admits and stipulates that a violation of the Act occurred when the City Council held executive sessions during meetings on July 18 and 25, 2016, but did not execute and file the required notarized affidavits regarding the closing of these meetings.

2. The Open Meetings Act states: "Except as otherwise provided by law, all meetings shall be open to the public." O.C.G.A. § 50-14-1(b)(1). The Act also states: "For any meeting, other than a regularly scheduled meeting of the agency for which notice has already been provided pursuant to this chapter, written or oral notice shall be given at least 24 hours in advance of the meeting to the legal organ in which notices of sheriff's sales are published in the county where regular meetings are held. . . ." O.C.G.A. § 50-14-1(d)(2).

The City of Meigs admits and stipulates that a violation of the Act occurred on January 20, 2016, when Mayor Linda Eason Harris, along with city council members Stephanie Battle, Lavon Gossett, and Jimmy Layton met and constituted a quorum of the governing body for the City and discussed city business without proper notice to the public as required by the Act.

3. The Open Meetings Act states: "Prior to any meeting, the agency or committee holding such meeting shall make available an agenda of all matters expected to come

before the agency or committee at such meeting." O.C.G.A. § 50-14-1(e)(1). The Act also states: "The regular minutes of a meeting subject to this chapter shall be promptly recorded and such records shall be open to public inspection once approved..." O.C.G.A. § 50-14-1(e)(2)(b). The City of Meigs admits and stipulates that a violation of the Act occurred on January 20, 2016, when Mayor Linda Eason Harris, Stephanie Battle, Lavon Gossett and Jimmy Layton (constituting a quorum of the City's governing body) met to discuss city business without first making an agenda available, and without subsequently producing minutes of the meeting.

4. The City of Meigs admits and stipulates that a violation of the Open Records Act occurred when council members James Layton, Stephanie Battle, and Cynthia Anderson individually failed to respond to Gail White's July 23, 2016 requests for public records that were sent by her and received by them thereafter.

5. The City of Meigs attests and pledges that they will create agendas and post meeting notices for all meetings, as required by the Open Meetings Act.

6. The City of Meigs attests and pledges that they will execute and file affidavits for all executive sessions, as required by the Open Meetings Act.

7. The City of Meigs attests and pledges that no votes will be taken in executive session unless specifically authorized in O.C.G.A. § 50-14-3(b), as required by the Open Meetings Act.

8. The City of Meigs attests and pledges that it will respond to requests for records

within 3 days of receiving a request, as required by the Open Records Act.

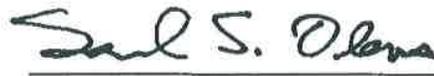
9. The City of Meigs agrees to participate in an Open Meetings and Open Records training session with the Attorney General's Office.

10. The City of Meigs agrees that in light of the violations shown above, a fine of \$1,000.00 will be paid by the City of Meigs to the State of Georgia, such violation and fine constituting a first violation within the meaning of O.C.G.A. § 50-14-6, with subsequent violations subject to a fine of up to \$2,500.00 if occurring within twelve (12) months.

SO AGREED,

This 17th day of October, 2016.


For the City and City Council
Cheryl Walters
Mayor


Samuel S. Olens
Attorney General