

THE COUNTY COMMISSION
OF
STONE COUNTY, MISSOURI
December 28, 2021

STATE OF MISSOURI |
COUNTY OF STONE |

Be it remembered that a session of the County Commission of Stone County was held in the courthouse at Galena, on December 28, 2021. Those in attendance today were Presiding Commissioner Mark Maples, Southern Commissioner Hank Smythe and Northern Commissioner Wayne Blades.

Morning Session:

9:00 AM – 10:00 AM

Commission Work Session – General Discussion with no decisions.

10:00 AM

Presiding Commissioner Mark Maples opened the meeting with the pledge of allegiance to the flag, following the pledge, Presiding Commissioner Mark Maples led the prayer. Those present for this meeting today are as follows: Captain Matt Cornelison; Denise Dickens, County Clerk; County Counsel William McCullah; Judge Alan Blankenship; Prosecuting Attorney Matt Selby; Kristi Stephens, Stone County Treasurer; and Amanda Parton, Stone County Clerk's office.

Approval of Commission Minutes

The matter to approve the minutes for Stone County Commission meetings dated December 21, 2021, was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades – yes. Minutes ordered approved.

Jack Garvey-discussed opioid settlement-via teleconference

Jack Garvey, Attorney representing Stone County in the Opioid lawsuit, called and gave an update on the lawsuit. Mr. Garvey asked the Commission for their consent to move forward with the lawsuit. The decision to have Jack Garvey move forward with the lawsuit was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades – yes. ordered approved.

Subdivision Distributor Settlement Participation Form

Governmental Entity:	COUNTY OF STONE	State:	MISSOURI
Authorized Official:	MARK MAPLES		
Address 1:	PO BOX 19		
Address 2:			
City, State, Zip:	GALENA, MO 65656		
Phone:	417-357-8141		
Email:	mark.maples@stonecountymo.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
- The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Missouri. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Missouri that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Missouri, this Election and Release shall be deemed void and no claims shall be released.
- The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that is has filed.
- The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
- By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

- The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to the court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.
- The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
- The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
- The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
- In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:


General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may

exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

- Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.
- This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Missouri (the "State") concerning the allocation of opioid settlements with the State (an "Allocation Agreement"). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Missouri, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: 
 Name: Mark W. Maples
 Title: Presiding Commissioner
 Date: _____

Subdivision Janssen Settlement Participation Form

Governmental Entity:	COUNTY OF STONE	State:	MISSOURI
Authorized Official:	MARK MAPLES		
Address 1:	PO BOX 19		
Address 2:			
City, State, Zip:	CATENA, MO 65656		
Phone:	417-357-8141		
Email:	mark.maples@stonecountymo.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Missouri. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Missouri that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Missouri, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
4. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

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8. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
10. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

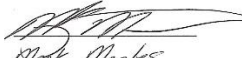
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.
11. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.
12. This Participation Form is conditioned on the Governmental Entity identified above entering into an agreement with the State of Missouri (the "State") concerning the

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allocation of opioid settlements with the State (an "Allocation Agreement"). The effective date of this Participation Form shall be the date on which the State and the Governmental Entity identified above enter into an Allocation Agreement. In the event that the State does not enter into an Allocation Agreement with the Governmental Entity identified above, this Participation Form shall be null and void and shall confer no rights or obligations on the State of Missouri, the Released Entities (as defined in the National Settlement Agreement dated July 21, 2021), or the Governmental Entity.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: 
 Name: Mark W. Maples
 Title: Mark W. Maples
 Presiding Commissioner
 Date: _____

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Announcements:

Th Courthouse will be closed January 1, 2021, New Year's Day.

Public Time:

Time was extended to anyone who wanted to speak to the commission at this time.

Adjournment:

The adjournment of the Stone County Commission meeting was brought to decision by roll call vote: Smythe – yes; Maples – yes; Blades – yes. Meeting adjourned at 12:30 PM.