

**OFFICIAL  
COMMISSION MINUTES  
AUGUST 6<sup>th</sup>, 2018 6<sup>th</sup> DAY OF  
THE JULY ADJOURN TERM**

**PRELIMINARY STUDY**

The County Commission met in the Commission Conference Room at 8:40 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda.

**RECESS**  
8:51 a.m.

**RECONVENE**  
9:00 a.m.

**PUBLIC COMMENT**  
None.

**CALL TO ORDER**  
Presiding Commissioner Scofield called the Commission meeting to order at 9:02 a.m.

**FORMAL AGENDA**

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

**COMMISSION REMARKS**  
None.

**APPROVE ACCOUNTS PAYABLE**  
Commissioner Williams moved to approve Checks #450848 thru #450918, Warrant #7034, and 2 Journal Entries/Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVAL OF PAYROLL**  
Commissioner Williams moved to Approve Payroll. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**RADIO CONSOLE DISCUSSION – SHERIFF RUSSELL**  
Jimmie Russell, Taney County Sheriff, came before the Commission to speak on the purchasing of four radio consoles for the Sheriff's Office. The total amount would be \$156,602.40.

Commissioner Wyatt moved to accept from Radio Phone Wireless Radio Phone Company quote #58318-01 Contract #06913 from NASPO for the purchase of the equipment for the Sheriff's Office between Radio Phone Company and Taney County for the amount of \$156,602.40. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVE ACCOUNTS PAYABLE**  
Commissioner Wyatt made a motion to approve Warrant #7035. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVAL OF PREVIOUS MEETING MINUTES**  
Commissioner Williams moved to approve Executive Session Minutes dated July 30<sup>th</sup>, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Previous Regular Session Minutes dated July 30<sup>th</sup>, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**A RESOLUTION TO OPT OUT OF COVERING PART TIME ELECTED OFFICIALS IN THE LAGERS PROGRAM**

Commissioner Wyatt made a motion to withdrawal from the resolution made to opt out of covering a part time elected official in the LAGERS program that was made on May 24<sup>th</sup>, 2012 and it would sunset today. Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**KIRBY BUILDING SYSTEMS – TRANSFER STATION & MAINTENANCE BUILDING WARRANTY CERTIFICATES #18-098RB**

Presiding Commissioner Scofield read a letter from Taney County Attorney Travis Elliott dated July 30<sup>th</sup>, 2018 which stated he reviewed the warranty certificates and approved them to form.

Devin Huff, Road & Bridge Administrator, came before the Commission to answer any questions.

Commissioner Williams moved to approve and enter into the record and allow Presiding Commissioner Scofield to sign as original owner on behalf of the County the four Warranty Certificates from Kirby Building Systems for the Transfer Station & Maintenance Building. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**RESOLUTION AUTHORIZING CAREY DANIS & LOWE AUTHORITY TO REPRESENT TANEY COUNTY, MISSOURI IN A CIVIL ACTION FOR DAMAGES AGAINST PHARMACEUTICAL MANUFACTURERS AND DISTRIBUTORS RELATING TO PRESCRIPTION OPIOIDS AND DECLARING THAT THE UNLAWFUL DISTRIBUTION OF PRESCRIPTION CONTROLLED SUBSTANCES HAS CREATED A PUBLIC NUISANCE AND A SERIOUS PUBLIC HEALTH AND SAFETY CRISIS FOR THE CITIZENS OF TANEY COUNTY #18-070CM**

**RESOLUTION AUTHORIZING CAREY DANIS & LOWE AUTHORITY TO REPRESENT TANEY COUNTY, MISSOURI IN A CIVIL ACTION FOR DAMAGES AGAINST PHARMACEUTICAL MANUFACTURERS AND DISTRIBUTORS RELATING TO PRESCRIPTION OPIOIDS AND DECLARING THAT THE UNLAWFUL DISTRIBUTION OF PRESCRIPTION CONTROLLED SUBSTANCES HAS CREATED A PUBLIC NUISANCE AND A SERIOUS PUBLIC HEALTH AND SAFETY CRISIS FOR THE CITIZENS OF TANEY COUNTY**

**WHEREAS**, the County Commission of Taney County is the policy-determining body of Taney County; and

**WHEREAS**, the Commission has the authority to take action to protect the public health, safety, and welfare of the citizens of Taney County; and

**WHEREAS**, there exists a serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Taney County; and

**WHEREAS**, the diversion of legally produced controlled substances into the illicit market causes or contributes to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Taney County; and

**WHEREAS**, the violation of any laws of Missouri or of the United States of America controlling the distribution of a controlled substance is inimical, harmful, and adverse of the public welfare of the citizens of Taney County and constitutes a public nuisance; and

**WHEREAS**, Taney County expended, is expending, and will continue to expend in the future County public funds to respond to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Taney County; and

**WHEREAS**, the County Commission of Taney County may sue to obtain any money due the County; and

**WHEREAS**, the County Commission of Taney County has received information that indicates that the manufacturers and wholesale distributors of controlled substances in Taney County may have violated state and federal laws and regulation that were enacted to prevent the diversion of legally produced controlled substances into the illicit market and to prevent the misuse of such drugs; and

**WHEREAS**, the County Commissioner of Taney County has THE AUTHORITY to take suitable and proper measures to prosecute a suit on behalf of the County;

**WHEREAS**, the citizens of this County will benefit from retention of outside counsel to investigate and pursue, as appropriate, claims against the manufacturers and distributors of controlled substances in this County, on a contingent fee basis, wherein there is no attorney fee or reimbursement of litigation expenses if there is not recovery; and

**WHEREAS**, there is a substantial need for the legal services; and

**WHEREAS**, the legal services cannot be adequately performed or provided solely by the attorneys and supporting personnel of the county; and

**WHEREAS**, the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and because the County does not have appropriated funds available to pay the estimated amounts required under a contract providing only for the payment of hourly fees; and

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission of Taney County, Missouri:

- Approval of Authority to Represent.** The County Commission hereby approves the Authority to Represent, in substantially the form submitted to and reviewed by the County Commission, in the form attached and incorporated herein by reference as Exhibit A, to investigate, and if appropriate, pursue in state or federal court all civil remedies which may be afforded under law as against the manufacturers and distributors in the chain of distribution of controlled substances who have caused or contributed to the public nuisance and serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Taney County, Missouri.
- Execution.** The County Commission hereby authorizes and directs the Presiding Commissioner, and such other officials and agents of the County, to execute and deliver the Authority to Represent, attached as Exhibit A, and to execute such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the County with respect to the provisions set forth in Exhibit A.
- Compliance with Meetings Requirements.** The County Commission finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of the County Commission, and that all deliberations of this County Commission, which resulted in formal action, were taken in meetings in full compliance with applicable legal requirements.
- Passage and Approval.** This Resolution, and the Authority to Represent, attached as Exhibit A, shall be in full force and effect from and after the date of its passage and approval by the County Commission.

**ADOPTED** by the County Commission of Taney County, Missouri, this \_\_\_ day of August, 2018.

*Mike Scofield*  
Mike Scofield, Presiding Commissioner

*Brandon Williams*  
Brandon Williams, Associate Commissioner

*Shirley Wyatt*  
Shirley Wyatt, Associate Commissioner

ATTEST:

*Donna Nealey*  
Donna Nealey, County Clerk

Commissioner Williams moved to approve the resolution authorizing Carey Danis & Lowe Authority to Represent Taney County, Missouri in a Civil Action for Damages against Pharmaceutical Manufacturers and Distributors Relating to Prescription Opioids and Declaring that the Unlawful Distribution of Prescription Controlled Substances has created a Public Nuisance and a Serious Public Health and Safety Crisis for the Citizens of Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

### AUTHORITY TO REPRESENT #18-070CM

**AUTHORITY TO REPRESENT**

RE: Taney County, Missouri civil suit against manufacturers and distributors of prescription opiates ("Defendants") for the wrongful distribution of prescription opiates and damages caused thereby.

TANEY COUNTY, MISSOURI (hereinafter "CLIENT") hereby retains the law firm CAREY, DANIS & LOWE, on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing Taney County, Missouri, including, but not limited to, filing a claim for public nuisance and the damages caused thereby, failure to warn, negligence, negligence per se, civil conspiracy and that the Defendants worked in concert with each other. John F. Garvey, Esq. (MO Bar # 35879) of the law firm CAREY, DANIS & LOWE, shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

CAREY DANIS & LOWE  
8235 Forsyth Blvd., Ste. 1100  
St. Louis, MO 63105

STYRON LAW FIRM  
302 E. Church  
Ozark, MO 65721

In consideration, CLIENT agrees to pay thirty percent (30%) of the total recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. There is no fee if there is no recovery.

CAREY DANIS & LOWE, hereinafter referred to as the "Attorneys," agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. There is no reimbursement of litigation expenses if there is no recovery.

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the

CLIENT and the Attorneys regarding the definition of a "successful recovery."

The Attorneys intend to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the just fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors. The CLIENT agrees to compensate the Attorneys contingent upon prevailing, by paying 30% of any settlement/resolution judgment, in favor of the CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 30% of the gross amount to Attorneys as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 30% of the gross value of the equitable relief to the Attorneys as compensation and then reimburse the reasonable litigation expenses from the settlement or judgment, as applicable. To be clear, Attorneys shall not be paid nor receive reimbursement from public funds. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee. Under no circumstances shall the CLIENT be obligated to pay any Attorneys fee or any litigation expenses except from moneys paid by Defendant(s) pursuant to the resolution of the CLIENT's claims. If the Defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Attorneys will be paid the designated contingent fee from the resources expended by the Defendant(s). CLIENT acknowledges this is a necessary condition required by the Attorneys to dedicate their time and invest their resources on a contingent basis in this enormous project. If the Defendant(s) negotiate a release of liability, then the Attorneys should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Missouri Rules of Professional Conduct including that: (1) the division of fees is in proportion to the services performed by each lawyer or, by written agreement with the client, each lawyer assumes joint responsibility for the representation; (2) the CLIENT is advised of and does not object to the participation of all the lawyers involved; and (3) the total fee is reasonable. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing CLIENT on a contingent fee basis, CLIENT agrees to pay a reasonable fee for the services rendered, but only from and in an amount that does not exceed the moneys paid by Defendant(s) pursuant to the resolution of the CLIENT's claims.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the person to name as Defendant(s), the disposition of the case and to maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, allowing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer or the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm. The closing statement shall be signed by the Client and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this 6<sup>th</sup> day of August, 2018.

BY: Mike Scofield  
Mike Scofield, Presiding Commissioner

Attest: Donna Nelson 8/7/18  
Donna Nelson, County Clerk

Accepted:  
CAREY, DANIS & LOWE

By: John F. Garvey, Esq.  
John F. Garvey, Esq., Lead Counsel

Commissioner Williams moved to approve the Authority to Represent by and between Taney County and Carey Danis & Lowe. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

### AGREEMENT FOR HVAC SERVICES (JUDICIAL CENTER & JAIL FACILITIES - EPM/CTC SOFTWARE) #18-099M

**AGREEMENT**  
for  
HVAC SERVICES (Judicial Center & Jail Facilities - EPM/CTC Software)

THIS AGREEMENT was entered into this 6<sup>th</sup> day of August, 2018, between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and Temperature Control Co. of Springfield, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

- Contract Documents.** The contract documents to this Agreement to provide HVAC Services for the Taney County Judicial Center and Jail facilities ("Services") shall include the Contractor's bid response to County's Request For Bid # 201806-412 and any applicable addenda which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. This Agreement shall be subject to the requirements, terms, and conditions set forth in the Contract Documents. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.
- Contract Price.** Services provided under this Agreement shall not exceed the prices as quoted in the attached bid response tables. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement of the parties, including all items listed within the bid response. Contractor must comply with Missouri Prevailing Wage Work Order #28 currently in place as it applies specifically to Taney County (110), which is contained in Exhibit A, and incorporated herein by reference. If certain unusual circumstances occur regarding specific services availability, the County may consider all other options, including the next lowest Bidder.
- Contract Duration.** This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional four (4) one-year periods by order of the County Commission subject to the pricing clauses as agreed to, and offered by the Contractor's bid response to continue to perform services on an "as needed" basis. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.
- Billing and Payment.** All billing shall be invoiced with specific department information and include bid reference #201806-412 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt. Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.
- Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.
- Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid application or

contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

**7. Termination.** This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- Due to material breach of any term or condition of this Agreement; or
- If in the opinion of the Taney County Commission Services are delayed or are not provided in conformity with specifications or variances authorized by County; or
- If appropriations are not made available and budgeted for any calendar year.

**8. Governing Law Venue.** This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County Missouri. IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this Agreement.

"Contractor" Temperature Control Co. By: Mike Scofield  
Mike Scofield, Presiding Commissioner

Authorized Person (PRINT) \_\_\_\_\_  
Title \_\_\_\_\_ Date 8/6/18  
Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Attest: Donna Nelson  
Donna Nelson, County Clerk

Address: Temperature Control Co.  
613 N. Main Ave.  
Springfield, Mo. 65806

**AUDITOR CERTIFICATION**  
In accordance with 2010 MISSOURI, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable County obligation at this time.)

Mike Scofield 8-7-18  
Signature Date Appropriation Account

Presiding Commissioner MS; Eastern Commissioner SW; Western Commissioner WJ

Commissioner Williams moved to approve the agreement by and between Taney County and Temperature Control Company for HVAC Services. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

#### **BRADLEYVILLE HELI-PAD UPDATE**

Devin Huff, Road & Bridge Administrator, came before the Commission to speak on the Bradleyville Heli-Pad at the Bradleyville School. There was discussion of getting an awareness day for the community to see the Heli-Pad in action.

August 18<sup>th</sup>, 2018 was chosen as a possible date for awareness day.

#### **RECESS**

9:36 a.m.

#### **RECONVENE**

10:13 a.m.

#### **ROAD & BRIDGE UPDATE**

*Taney County Commission Conference Room*

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams, Devin Huff, Road & Bridge Administrator & Denzil Brown, Road & Bridge

- Snow Rodeo is set for November 1<sup>st</sup>, 2018.
- Big Cedar, Delmar/McMeen roads were vacated in 2001. Big Cedar attorneys are looking into it. A quick claim deed would be the easiest way to get the roads back to the County.
- Fall clean-up is scheduled for October 6<sup>th</sup>, 2018. Changed some wording in the flyer to make it less confusing and added "at discretion of management".
- F Highway Barn – discussed some options for this barn/location.

#### **EXECUTIVE SESSION**

10:30 a.m.

#### **EXECUTIVE SESSION PER SECTION 610.021.1 (LEGAL)**

*Taney County Commission Conference Room*

See Executive Session Minutes for motions made or votes taken.

#### **END OF EXECUTIVE SESSION**

10:56 a.m.

#### **DAILY STAFF REVIEW AND AGENDA REQUEST**

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams and Nikki Lawrence

The Commission met with their staff to review the day's business and go over agenda requests.

#### **ADJOURNMENT**

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

#### **ADJOURN**

11:27 a.m.

*The Minutes were taken and typed by Deputy Clerk April Deal.*