



December 17, 2021

MEETING NOTICE
of the
SPRINGFIELD CITY COUNCIL

TO: All Members of City Council

IN ACCORDANCE WITH SECTION 2-32 OF THE SPRINGFIELD CITY CODE, NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE CITY COUNCIL IS HEREBY CALLED FOR THE FOLLOWING PURPOSE:

1. **ROLL CALL.**

2. **CLOSED SESSION.**

City Council will hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed, and the City Council shall reconvene in open session at the end of the closed session.

3. **EMERGENCY BILLS. Citizens May Speak. May Be Voted On.**

4. **COUNCIL BILL 2021- 324 (McClure)**

A special ordinance authorizing the City Manager, or his designee, to execute the Settlement Participation Forms from the National Opioids Settlement Administrator for the purpose of enlisting the City as a Participating Subdivision in the Distributor Settlement and the Janssen Settlement of the national opioids litigation; and declaring an emergency pursuant to City Charter Section 2.12.

5. **ADJOURN.**

SAID MEETING SHALL BE HELD beginning on **Tuesday, December 21, 2021 at 12:15 p.m** or immediately following City Council Lunch and is to be held in Councilman Denny Wayne Conference Room (Busch Building, 4th Floor) 840 Boonville Avenue.


Ken McClure, Mayor



Agenda

Ken McClure, Mayor	
Zone Councilmembers	General Councilmembers
Angela Romine, (1)	Heather Hardinger, (A)
Abe McGull, (2)	Craig Hosmer, (B)
Mike Schilling, (3)	Andrew Lear, (C)
Matthew Simpson, (4)	Richard Ollis, (D)

Tuesday, December 21, 2021 at 12:15 p.m. or *immediately following City Council Lunch*
Councilman Denny Whayne Conference Room (Busch Building, 4th Floor) 840 Boonville Avenue.

SPECIAL COUNCIL MEETING

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5. ADJOURN.

*All open meetings are videotape recorded.
In accordance with ADA guidelines, if you need special accommodations when
attending any City meeting, please notify the City Clerk's Office at 864-1651
at least three days prior to the scheduled meeting.*

One-rdg. X
P. Hrngs.
Pgs. 10
Filed: 12-17-21

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2021-324

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to execute the Settlement
2 Participation Forms from the National Opioids Settlement
3 Administrator for the purpose of enlisting the City as a Participating
4 Subdivision in the Distributor Settlement and the Janssen Settlement
5 of the national opioids litigation; and declaring an emergency pursuant
6 to City Charter Section 2.12.
7 _____
8

9 WHEREAS, opioid dependency in the Unites States has triggered a national crisis;
10 and
11

12 WHEREAS, the City of Springfield and many other state and local governments filed
13 lawsuits against opioid manufacturers and distributors and over 3,000 of these cases were
14 combined in the opioids multi-district litigation; and
15

16 WHEREAS, on July 21, 2021, the Plaintiffs' Executive Committee in the multi-district
17 opioids litigation announced the terms of a global settlement agreement ("National Opioids
18 Settlement") with opioid manufactures Janssen and several drug distributors, and the
19 settlement is structured so that states must first choose to participate, then political
20 subdivisions within participating states must choose whether to participate; and
21

22 WHEREAS, if an insufficient number of states and political subdivisions choose to
23 participate, the settlement agreement will collapse; and
24

25 WHEREAS, the settlement is structured so that states receive more settlement funds
26 if a higher percentage of their political subdivisions agree to participate, and political
27 subdivisions receive incentive settlement funds if they agree to participate by January 2,
28 2022; and
29

30 WHEREAS, states may adjust the allocation to political subdivisions by statute or
31 allocation agreements; and
32

33 WHEREAS, the state of Missouri has chosen to participate in the global settlement
34 agreement; and
35

WHEREAS, the state of Missouri did not provide allocation terms or draft agreements for political subdivisions for much of the 120-day period during which political subdivisions had to consider whether to participate, and, as of December 17, 2021, allocation information is unavailable on the Attorney General's website regarding the National Opioids Settlement and state-specific documents for Missouri have not been submitted on the National Opioids Settlement website; and

WHEREAS, although insufficient information has been provided to political subdivisions in Missouri regarding their allocation by the state, the City has been advised by outside counsel to preserve its right to incentive settlement funds that would help combat the opioid epidemic in our community and therefore must approve the participation agreement prior to the January 2, 2022, deadline; and

WHEREAS, the City wishes to resolve its pending claims against the defendants by participating in the global settlement agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – The City Manager, or his designee, is hereby authorized to enter into the Settlement Participation Forms for the Distributor Settlement and the Janssen Settlement from the National Opioids Settlement Administrator, said participation forms to be substantially the same as the documents attached hereto and incorporated herein by reference as "Exhibit A," and "Exhibit B," for the purpose of enlisting the City as a Participating Subdivision in the national opioids litigation.

Section 2 – City Council hereby finds and declares that an emergency exists in that this adoption of this Ordinance is required to preserve the City's ability to meet the deadline to receive additional participation incentive funds to combat the opioid epidemic in the National Opioids Settlement. Therefore, this Ordinance relates to the preservation of public property, health, and safety pursuant to Section 2.12 of the City Charter and may be passed in one reading. This Ordinance shall be in full force and effect immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-324

FILED: 12-17-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To authorize the City Manager, or his designee, to execute the Settlement Participation Forms from the National Opioids Settlement Administrator for the purpose of enlisting the City as a Participating Subdivision in the Distributor Settlement and the Janssen Settlement of the national opioids litigation; and declaring an emergency pursuant to City Charter Section 2.12.

BACKGROUND INFORMATION: Opioid dependency in the United States has triggered a national crisis. In response to the crisis, states, and local governments, including the City of Springfield, filed litigation against opioid manufacturers and distributors. Over 3,000 of these cases were combined in the opioid multi-district litigation to streamline procedural issues of similar cases prior to trial.

On July 21, 2021, the Plaintiffs' Executive Committee in the multi-district opioid litigation announced the terms of a global settlement agreement with opioid manufacturers Janssen and several drug distributors. The settlement is structured so that states must first choose to participate, then political subdivisions within participating states must choose whether to participate. If an insufficient number of states and political subdivisions choose to participate, the settlement agreement will collapse. The settlement is structured so that states receive more settlement funds if a higher percentage of their political subdivisions agree to participate, and political subdivisions receive incentive settlement funds if they agree to participate by January 2, 2022. Additionally, states may adjust the allocation to political subdivisions by statute or allocation agreements.

The state of Missouri has chosen to participate in the global settlement agreement. However, the state of Missouri did not provide allocation terms or draft agreements for political subdivisions for much of the 120-period during which political subdivisions had to consider whether to participate. As of December 17, 2021, allocation information is unavailable on the Attorney General's website regarding the National Opioids Settlement, and state-specific documents for Missouri have not been submitted on the National Opioids Settlement website.

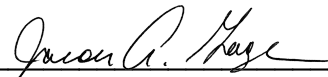
Although insufficient information has been provided to political subdivisions in Missouri regarding their allocation by the state, the City has been advised by outside legal counsel to preserve its right to incentive settlement funds that would help combat the opioid epidemic in our community, and therefore elect, upon advice of outside legal counsel, to proceed with participation agreement approval prior to the January 2, 2022, deadline. Therefore, pursuant to City Charter 2.12, this bill is being presented as an emergency bill.

Approval of this Council bill would authorize the City to participate in the settlement agreement. Participation in the settlement would require that the City release the defendants from any and all future claims regarding the opioid epidemic. The amount of funds the City would receive is dependent on the participation levels of other political subdivisions, and the allocation amount determined by the state of Missouri.

Submitted by:


Rhonda Lewsader, City Attorney

Approved by:


Jason Gage, City Manager

Settlement Participation Form

Governmental Entity: Springfield city	State: MO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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.

1. The Governmental Entity is aware of and has reviewed the Distributor 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 Distributor Settlement and become a Participating Subdivision as provided therein.
2. 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.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. 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.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. 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 Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. 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.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. 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 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.

11. 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 Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Subdivision Janssen Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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.

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.

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

Signature: _____

Name: _____

Title: _____

Date: _____