

IN THE CIRCUIT COURT OF NEWTON COUNTY, MISSOURI
40th JUDICIAL CIRCUIT

WILLIAM P. LYNCH,	)	
NEWTON COUNTY PROSECUTING ATTORNEY,	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 23NW-CV03476
	)	
NEWTON COUNTY COMMISSION	)	
Defendant.	)	

SETTLEMENT AGREEMENT

Comes now both parties and move to enter before this court the negotiated settlement agreement as follows. This settlement agreement ("Agreement") is made and entered into between William P. Lynch, Newton County Prosecuting Attorney ("Prosecuting Attorney") and the Newton County Commissioner (the "Commission," each a "Party" and collectively the "Parties."

RECITALS

1. This agreement concerns litigation filed in the Circuit Court of Newton County by Prosecuting Attorney against the Commission in case 23NW-CV03476 (the "Litigation")
2. This Litigation concerns one count alleging the violation of Missouri's Sunshine Law, Chapter 610, RSMo.
3. The Parties agree that it is in their mutual best interest and the interest of Newton County taxpayers to fully and finally resolve disputes concerning the count alleged in the Litigation. Those interests include fair resolution, promoting public interest, training, education, transparency, minimizing future liability, and conserving governmental resources and taxpayer dollars. The Parties agree that these interests are best served by resolution of the Litigation as set forth in this Agreement.

AGREEMENT

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

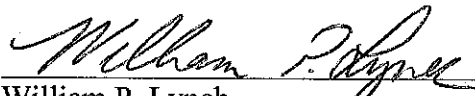
4. All of the recitals above are incorporated as material terms of this Agreement.

5. **"Sunshine Law Violation."** As consideration for this Agreement, the Parties agree that the Sunshine Law was violated as to the count alleged in the Litigation. The parties agree that the violation alleged in the Litigation was both "knowing" and "purposeful" under Section 610.027, RSMo.
6. **"Monetary Consideration."** As consideration for this Agreement, Parties agree that no monetary consideration will be necessary.
7. **"Compliance Plan."** As consideration for this Agreement, the Commission agrees to the following plan of compliance for a period of 90 days from the date the last Party executes the Agreement:
 - a. The Commission and certain employees shall attend a Sunshine Law educational training class presented by Prosecutor or another party within 90 days of the date the last Party executes the Agreement. The Prosecutor will present this class at no cost to the Commission and will be scheduled at a mutually agreeable time between the Parties. The Commission shall provide dates to the Prosecutor for availability or notify the Prosecutor that Commission is seeking educational training for another source for approval by the Prosecutor. The training will take approximately one hour. If the Commission has requests for specific areas of training, the Commission may inform the Prosecutor of such topics in advance.
 - b. The Commission shall seek legal advice prior to amending an agenda for any purpose and make consultation with an attorney to serve as general counsel for the purpose of preventing further violation of Sunshine Law.
8. **"Attorney's fees and costs."** As consideration for this Agreement, the Prosecutor agrees not to seek payment from the Commission for any attorney's fees and costs the Prosecutor has incurred relating to this Litigation. Each Party agrees to bear its own attorney's fees and costs if any are incurred.
9. **"Resolution of claims and voluntary dismissal."** The Parties agree that this Agreement resolves all claims the Prosecutor has or may have had against the Commission under the Sunshine Law for all facts alleged in the Litigation, as well as any counterclaims the Commission may have or has had to the Prosecutor. As consideration for this Agreement, within thirty (30) days of the date the last Party executes this Agreement, the Prosecutor shall seek voluntary dismissal of the Litigation.
10. **"No limit on certain rights of the Parties."** Except as otherwise specified in this Agreement, this Agreement shall not be construed to limit the rights of any Party to enforce this Agreement in court if one Party believes the other Party has not complied with its terms. The Parties also agree that nothing in this Agreement shall preclude the Prosecutor from seeking declaratory, equitable, or legal relief for violations of the Sunshine Law that were not alleged in the Litigation.
11. **"Additional agreements and representations."**

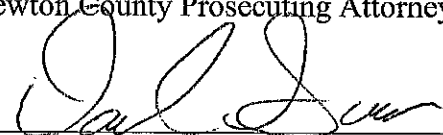
- a. The Parties individually represent and warrant that each has the power, capacity, and authority to enter into this Agreement, and that no claim released by this Agreement has been or will be assigned to any third parties who are not signatories to this Agreement.
- b. The Parties represent that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

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

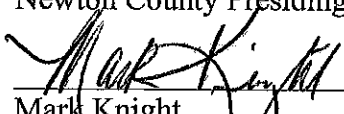
Date: 1/2, 2025

By: 
William P. Lynch
Newton County Prosecuting Attorney

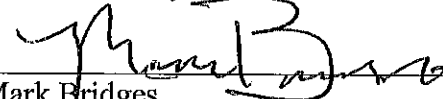
Date: 1-2, 2025

By: 
Daniel Swem
Newton County Presiding Commissioner

Date: 1-2, 2025

By: 
Mark Knight
Newton County District 1 Commissioner

Date: 1-2, 2025

By: 
Mark Bridges
Newton County District 2 Commissioner