



Sawyer County

Agenda

Administration Committee Meeting
Thursday, March 9, 2023 @ 10:00 AM
Assembly Room/Virtual Meeting

Page

1. CALL TO ORDER

- a. The public is **strongly encouraged** to access the public meeting remotely due to public health and safety concerns. To view or participate in the **virtual meeting** from a computer, iPad, or Android device please go to <https://zoom.us/j/92546130740>. You can also use the dial in at 1-312-626-6799 with the Webinar ID: 925 4613 0740. Use *9 to Raise/lower hand and *6 to Unmute/mute. If additional assistance is needed please contact the County Clerk's Office at 715-634-4866 prior to the meeting. If you are on a computer, click the "Raise Hand" button and wait to be recognized. If you are on a telephone, dial *9 and wait to be recognized.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. CERTIFICATION OF COMPLIANCE WITH THE OPEN MEETINGS LAW

5. MEETING AGENDA

6. PUBLIC COMMENTS

- a. At this time, members of the public will be given the opportunity to address the Committee. Please adhere to the following when addressing the Committee:
 - Comments will be limited to 3 minutes or less per individual.
 - Comments should be directed to the Committee as a whole and not directed to individual Committee members.
 - The Committee cannot respond to your comments during this time.
 - Please sign in and fill out a public comment sheet if you wish to speak on an item.

7. APPROVAL OF MINUTES FROM PREVIOUS MEETING

- a. No minutes - meeting was cancelled.

8. VETERANS SERVICE DEPARTMENT REPORT

4 - 7

- a. [Veterans Service Report](#)

9. INFORMATION TECHNOLOGY DEPARTMENT REPORT

- a. No update this month

10. HUMAN RESOURCES REPORT

8

- a. [Human Resource Report March 2023](#)
- b. Insurance Broker/Employee Benefit Consultant Services

11. COUNTY CLERK DEPARTMENT REPORT

9

- a. [February 2023 County Clerk Department Report](#)

12. OPIOID SETTLEMENT (DISCUSSION AND POSSIBLE ACTION)

10 - 14

- a. Resolution Authorizing County to Enter Into the Settlement Agreements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc., Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General
[Res 2023- Enter Opioid Settlement with Retailers](#)

15 - 26

- b. Addendum to Wisconsin Local Government Memorandum of Understanding
[WI-Local-Government-Addendum to Local MOU](#)

27 - 43

- c. Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds
[Wisconsin Opioid MOU \(Walgreens Walmart CVS Teva Allergan\) \(rev clean\)](#)

13. COUNTY ADMINISTRATOR'S REPORT

14. FUTURE AGENDA ITEMS

15. CORRESPONDENCE, REPORTS FROM CONFERENCES AND MEETINGS

16. ADJOURNMENT

DISCLAIMER:

A quorum of the County Board of Supervisors or of any of its committees may be present at this meeting to listen and observe. Neither the Board nor any of the committees have established attendance at this meeting as an official function of the Board or committee(s) or otherwise made a determination that attendance at the meeting is necessary to carry out the Board or committee's function. The only purpose for other supervisors attending the meeting is to listen to the information presented. Neither the Board nor any committee (other than the committee providing this notice and agenda) will take any official action with respect to this noticed meeting.

Copy sent via email to: County Clerk and News Media. Note: Any person wishing to attend whom, because of a disability, requires accommodation should call the Sawyer County Clerk's Office (715.634.4866) at least 24 hours before the scheduled meeting so appropriate arrangements can be made.

Gary Elliott
Veteran Service Officer
OFFICE: (715) 634-2770
FAX: (715) 638-3213

Sawyer County
Veteran Service Office
16096 US Hwy 63
Hayward, WI 54843



Administrative Committee Meeting, March 9, 2023

A. **Budget Performance Report:** Attached.

B. **Office Report:**

Contacts:

February: 552 phone calls, 309 letters/emails/faxes and 181 office visits.

VA Disability Compensation/Pension Claims:

The Veteran Service office submitted 26 disability/pension claims to date and received retroactive payment of \$37,771.60 for claims decided in the Veteran's favor.

Training:

Up to date.

Respectfully submitted,


Gary Elliott
CVSO



Budget Performance Report

Fiscal Year to Date 03/01/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 100 - General Fund										
REVENUE										
Department 57 - Veteran's Administration										
46250	Veterans' Trans. Fees	1,300.00	.00	1,300.00	.00	.00	225.00	1,075.00	17	950.00
49220	Transfer From Spec. Rev. Fund	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
49300	Use of Prior Years' Fund Balance	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Department 57 - Veteran's Administration Totals		\$10,300.00	\$0.00	\$10,300.00	\$0.00	\$0.00	\$225.00	\$10,075.00	2%	\$950.00
REVENUE TOTALS		\$10,300.00	\$0.00	\$10,300.00	\$0.00	\$0.00	\$225.00	\$10,075.00	2%	\$950.00
EXPENSE										
Department 57 - Veteran's Administration										
State Account 54710 - Veteran's Relief										
50322	Veterans' Relief Expenses	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	1,000.00
State Account 54710 - Veteran's Relief Totals		\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0%	\$1,000.00
State Account 54720 - Veteran's Office										
50111	Regular Salaries	117,801.00	.00	117,801.00	.00	.00	8,058.49	109,742.51	7	64,452.90
50144	Term Life Ins./Employer's Share	28.00	.00	28.00	.00	.00	8.90	19.10	32	43.45
50147	Workers Comp	3,945.00	.00	3,945.00	.00	.00	264.20	3,680.80	7	1,784.44
50151	FICA-Employer's Share	9,012.00	.00	9,012.00	.00	.00	615.32	8,396.68	7	5,376.88
50152	Retirement-Employer's Share	6,562.00	.00	6,562.00	.00	.00	493.95	6,068.05	8	4,279.09
50155	Flex Administration Fees	47.00	.00	47.00	.00	.00	8.00	39.00	17	46.80
50225	Telephone	500.00	.00	500.00	.00	.00	153.67	346.33	31	1,105.02
50226	Hardware/Software	.00	.00	.00	.00	.00	.00	.00	+++	823.17
50227										
50227-308	Internet - Email	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
50227 - Totals		\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0%	\$0.00
50241	Repairs/Maintenance-Vehicles	500.00	.00	500.00	.00	.00	679.88	(179.88)	136	445.68
50270	Insurance Claim	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
50311	Postage	200.00	.00	200.00	.00	.00	3.75	196.25	2	52.01
50312	Office Supplies	900.00	.00	900.00	.00	.00	.00	900.00	0	481.68
50313	Printing	2,600.00	.00	2,600.00	.00	.00	232.26	2,367.74	9	2,436.08
50329	Subscriptions	650.00	.00	650.00	.00	.00	.00	650.00	0	120.00
50335	Meal Expenses	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
50339	Travel	300.00	.00	300.00	.00	.00	.00	300.00	0	.00
50343	Boards & Commissions	150.00	.00	150.00	.00	.00	.00	150.00	0	102.50
50349										
50349-342	Flags	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
50349 - Totals		\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%	\$0.00
50351	Vehicle Fuel	2,000.00	.00	2,000.00	.00	.00	191.36	1,808.64	10	1,728.30
State Account 54720 - Veteran's Office Totals		\$152,795.00	\$0.00	\$152,795.00	\$0.00	\$0.00	\$10,709.78	\$142,085.22	7%	\$83,278.00
State Account 54730 - Care of Veteran's Graves										
50220	Contracted Expenses	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	6,696.00



Budget Performance Report

Fiscal Year to Date 03/01/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 100 - General Fund										
EXPENSE										
Department 57 - Veteran's Administration										
State Account 54730 - Care of Veteran's Graves Totals		\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	0%	\$6,696.00
Department 57 - Veteran's Administration Totals		\$164,795.00	\$0.00	\$164,795.00	\$0.00	\$0.00	\$10,709.78	\$154,085.22	6%	\$90,974.00
EXPENSE TOTALS		\$164,795.00	\$0.00	\$164,795.00	\$0.00	\$0.00	\$10,709.78	\$154,085.22	6%	\$90,974.00
Fund 100 - General Fund Totals										
REVENUE TOTALS		10,300.00	.00	10,300.00	.00	.00	225.00	10,075.00	2%	950.00
EXPENSE TOTALS		164,795.00	.00	164,795.00	.00	.00	10,709.78	154,085.22	6%	90,974.00
Fund 100 - General Fund Totals		(\$154,495.00)	\$0.00	(\$154,495.00)	\$0.00	\$0.00	(\$10,484.78)	(\$144,010.22)		(\$90,024.00)
Fund 213 - Veteran's Service Grant										
REVENUE										
Department 00 - General										
43565	State Aid/Veteran's Grant	9,350.00	.00	9,350.00	.00	.00	.00	9,350.00	0	9,350.00
49300	Use of Prior Years' Fund Balance	748.00	.00	748.00	.00	.00	.00	748.00	0	.00
Department 00 - General Totals		\$10,098.00	\$0.00	\$10,098.00	\$0.00	\$0.00	\$0.00	\$10,098.00	0%	\$9,350.00
REVENUE TOTALS		\$10,098.00	\$0.00	\$10,098.00	\$0.00	\$0.00	\$0.00	\$10,098.00	0%	\$9,350.00
EXPENSE										
Department 00 - General										
State Account 54700 - Veteran's Grant Expenses										
50111	Regular Salaries	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	5,740.85
50226	Hardware/Software	1,298.00	.00	1,298.00	.00	.00	.00	1,298.00	0	449.00
50247	Repairs-Buildings	.00	.00	.00	.00	.00	.00	.00	+++	1,718.71
50313	Printing	300.00	.00	300.00	.00	.00	.00	300.00	0	.00
50325	Registration Fees	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	.00
50329	Subscriptions	650.00	.00	650.00	.00	.00	20.00	630.00	3	175.00
50335	Meal Expenses	350.00	.00	350.00	.00	.00	.00	350.00	0	180.00
50336	Lodging	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	898.00
50339	Travel	300.00	.00	300.00	.00	.00	.00	300.00	0	.00
50351	Vehicle Fuel	300.00	.00	300.00	.00	.00	.00	300.00	0	188.44
50805	Capital Outlay-Small Equipment (1000 - 5000)	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	.00
State Account 54700 - Veteran's Grant Expenses Totals		\$10,098.00	\$0.00	\$10,098.00	\$0.00	\$0.00	\$20.00	\$10,078.00	0%	\$9,350.00
Department 00 - General Totals		\$10,098.00	\$0.00	\$10,098.00	\$0.00	\$0.00	\$20.00	\$10,078.00	0%	\$9,350.00
EXPENSE TOTALS		\$10,098.00	\$0.00	\$10,098.00	\$0.00	\$0.00	\$20.00	\$10,078.00	0%	\$9,350.00
Fund 213 - Veteran's Service Grant Totals										
REVENUE TOTALS		10,098.00	.00	10,098.00	.00	.00	.00	10,098.00	0%	9,350.00
EXPENSE TOTALS		10,098.00	.00	10,098.00	.00	.00	20.00	10,078.00	0%	9,350.00
Fund 213 - Veteran's Service Grant Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$20.00)	\$20.00		\$0.00



Budget Performance Report

Fiscal Year to Date 03/01/23

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 411 - Veteran's Transportation Grant										
	REVENUE									
	Department 00 - General									
43566	Veterans' Trans. Grant	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	9,137.70
	Department 00 - General Totals	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	0%	\$9,137.70
	REVENUE TOTALS	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	0%	\$9,137.70
	EXPENSE									
	Department 00 - General									
	State Account 54725 - Capital Outlay/Van Purchase									
59210	Transfer to General Fund	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	.00
	State Account 54725 - Capital Outlay/Van Purchase Totals	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0%	\$0.00
	Department 00 - General Totals	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0%	\$0.00
	EXPENSE TOTALS	\$4,000.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0%	\$0.00
	Fund 411 - Veteran's Transportation Grant Totals									
	REVENUE TOTALS	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0%	9,137.70
	EXPENSE TOTALS	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0%	.00
	Fund 411 - Veteran's Transportation Grant Totals	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00		\$9,137.70
	Grand Totals									
	REVENUE TOTALS	27,398.00	.00	27,398.00	.00	.00	225.00	27,173.00	1%	19,437.70
	EXPENSE TOTALS	178,893.00	.00	178,893.00	.00	.00	10,729.78	168,163.22	6%	100,324.00
	Grand Totals	(\$151,495.00)	\$0.00	(\$151,495.00)	\$0.00	\$0.00	(\$10,504.78)	(\$140,990.22)		(\$80,886.30)

Human Resource Report March 9, 2023

2023 Turnover

2/4/2023	Mark Gritzmacher	Ambulance	Retired
2/6/2023	Marilyn Nordquist	Clerk of Court	PT
2/7/2023	Joshua Hoffman	Ambulance	PT
2/7/2023	David Wells	Ambulance	PT to FT
2/8/2023	Amy Walter	Sheriff	FT to PT
2/13/2023	Sara Mani	Ambulance	FT
2/13/2023	Mike Shisler	Maintenance	FT
2/16/2023	John Kollmorgen	Sheriff	PT
2/17/2023	Anna Grant	Sheriff	FT
2/20/2023	Alyssa Henk	Ambulance	PT

Interviewing Highway Commissioner
Interviewing Mental Health Therapist

Recruiting for EMS positions
Recruiting for Driver/Operator positions
Recruiting for Dispatch/Jail/Road positions
Recruiting for CPS positions
Recruiting for Clerical/Fiscal positions in HHS
Recruiting for Public Health position

**County Clerk Department
Monthly Report
February 28, 2023**



County Clerk Desk Activity/Revenue:

Activity	Number of Licenses/Permits	Total Revenue (including amounts sent to the State of Wisconsin)
Dog Licenses	118	\$1230.00
Work Permits	2	\$5.00
Marriage Licenses	3	\$300.00
Plat Books		\$147.75
Election MOU Reimbursement	First invoice due 3/31	\$3903.14

Elections Update:

- February Primary Election is complete and certified. Scanning of poll books, reconciliation and closing out this election was done in record time of one and a half days versus eight days in previous elections. Our systems of improvement seem to be resulting in fewer errors and quicker turn-around time. Due to the snowstorm and Birkie events on this election day, our Deputy Clerk and driver picked up election boxes after the close of this election so they could be reconciled in time for Board of Canvass; this worked well but we cannot plan to make it a regular service. Most of the cost of this election was the county's responsibility.
- April Election ballots are due to be delivered to municipal clerks no later than March 13th. Absentees on record get mailed out March 14th.
- The WisVote software security key has been unable to connect to the software despite efforts from the HELP desk and our IT to resolve the issue. The work-around is a manual phone call to gain access on a daily basis.

General:

- Hangar lease letters for 2023 are ready to be mailed out on their respective due dates with all new calculations. One new lease for Hermel is on Andy's desk for preparation.
- Lisa reports improvement in department heads getting P-Card invoices to her in time to process bills by the due date and avoid late fees.

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RESOLUTION NO. 2023 - _____

**Authorizing County to Enter Into the Settlement Agreements with Teva
Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc.,
CVS Health Corporation and CVS Pharmacy, Inc., Agree to the Terms of the Addendum
to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with
the Attorney General**

WHEREAS, the County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the "Law Firms") to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the County's expenditure of vast money and resources to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants;

WHEREAS, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned *In re: Opioid Litigation*, MDL 2804 (the "Litigation");

WHEREAS, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation;

WHEREAS, since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County's case for trial and engage in extensive settlement discussions with the Opioid Defendants;

WHEREAS, the settlement discussions with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc. (the "Settling Defendants") resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

WHEREAS, copies of the various settlement agreements relating to the Settling Defendants (collectively "Settlement Agreements") representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution;

42 **WHEREAS**, the Settlement Agreements provide, among other things, for the payment of
43 certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the
44 occurrence of certain events detailed in the Settlement Agreements;
45

46 **WHEREAS**, the County is a Participating Subdivision in the Settlement Agreements and
47 has the opportunity to participate in the benefits associated with the Settlement Agreement
48 provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum
49 of Understanding allocating proceeds from the Settlement Agreements among the various
50 Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the
51 "Allocation MOU"); (c) approves the Memorandum of Understanding with the Wisconsin
52 Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this
53 Resolution (the "AG MOU"); and (d) the Legislature's Joint Committee on Finance approves the
54 terms of the Settlement Agreements and the AG MOU;
55

56 **WHEREAS**, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes
57 relating to the settlement of all or part of the Litigation;
58

59 **WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the Legislature's Joint Committee on
60 Finance is required to approve the Settlement Agreements and the AG MOU;
61

62 **WHEREAS**, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or
63 part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to
64 the Litigation and 30% to the State;
65

66 **WHEREAS**, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement
67 Agreement must be deposited in a segregated account (the "Opioid Abatement Account") and
68 may be expended only for approved uses for opioid abatement as provided in the Settlement
69 Agreements;
70

71 **WHEREAS**, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government
72 against the Opioid Defendants filed after June 1, 2021;
73

74 **WHEREAS**, the definition of Participating Subdivisions in the Settlement Agreements
75 recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result,
76 the only Participating Subdivisions in Wisconsin are those counties and municipalities that were
77 parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the
78 Opioid Defendants) as of June 1, 2021;
79

80 **WHEREAS**, the Legislature's Joint Committee on Finance is not statutorily authorized or
81 required to approve the allocation of proceeds of the Settlement Agreements among Wisconsin
82 Participating Subdivisions;
83

84 **WHEREAS**, the Law Firms have engaged in extensive discussions with counsel for all other
85 Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an

86 agreement between all of the entities identified in the Allocation MOU as to how the proceeds
87 payable to those entities under the Settlement Agreements will be allocated;
88

89 **WHEREAS**, the proposed Addendum to the MOU ("Addendum") provided with this
90 Resolution provides for allocation of settlement proceeds among the Wisconsin Participating
91 Subdivisions according to the same percentages as that provided in the previously-approved MOU
92 allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal
93 Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc.,
94 Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

95
96 **WHEREAS**, there is provided with this Resolution a summary of the essential terms of the
97 Settlement Agreements, the deadlines related to the effective dates of the Settlement
98 Agreements, the ramifications associated with the County's refusal to enter into the Settlement
99 Agreements, the form of the Addendum, the form of the AG MOU, and an overview of the
100 process for finalizing the Settlement Agreements;

101
102 **WHEREAS**, the County, by this Resolution, shall deposit the proceeds of the Settlement
103 Agreements consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b);
104

105 **WHEREAS**, pursuant to the County's engagement agreement with the Law Firms, the
106 County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all
107 or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and
108 disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and
109 any settlement;

110
111 **WHEREAS**, the Law Firms anticipate making application to the national fee fund
112 established in the Settlement Agreements seeking payment, in whole or part, of the fees, costs,
113 and disbursements owed the Law Firms pursuant to the engagement agreement with the County;

114
115 **WHEREAS**, it is anticipated the amount of any award from the fee fund established in the
116 Settlement Agreements will be insufficient to satisfy the County's obligations under the
117 engagement agreement with the Law Firms;

118
119 **WHEREAS**, the County, by this Resolution, and pursuant to the authority granted the
120 County in the applicable Order emanating from the Litigation in relation to the Settlement
121 Agreements and payment of attorney fees, shall authorize and direct the escrow agent
122 responsible for the receipt and distribution of the proceeds from the Settlement Agreements to
123 establish an account for the purpose of segregating funds to pay the fees, costs, and
124 disbursements of the Law Firms owed by the County (the "Attorney Fees Account") in order to
125 fund a local "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

126
127 **WHEREAS**, in no event shall payments to the Law Firms out of the Attorney Fees Account
128 and the fee fund established in the Settlement Agreements exceed an amount equal to 25% of
129 the amounts allocated to the County in the Addendum;

130
131 **WHEREAS**, the intent of this Resolution is to authorize the County to enter into the
132 Settlement Agreements, the Addendum, and the AG MOU, establish the County's Opioid
133 Abatement Account, and establish the Attorney Fees Account; and
134

135 **WHEREAS**, the County, by this Resolution, shall authorize the County's corporation
136 counsel to finalize and execute any escrow agreement and other document or agreement
137 necessary to effectuate the Settlement Agreements and the other agreements referenced
138 herein;
139

140 **NOW, THEREFORE, BE IT RESOLVED:** the County Board of Supervisors hereby approves:
141

- 142 1. The execution of the Settlement Agreements and any and all documents ancillary
143 thereto and authorizes the [Board Chair] or designee to execute same.
- 144 2. The final negotiation and execution of the Addendum in form substantially similar
145 to that presented with this Resolution and any and all documents ancillary thereto
146 and authorizes the [Board Chair] or designee to execute same upon finalization
147 provided the percentage share identified as allocated to the County is
148 substantially similar to that identified in the Addendum provided to the Board with
149 this Resolution.
- 150
151 3. The final negotiation and execution of the AG MOU in form substantially similar
152 to that presented with this Resolution and any and all documents ancillary thereto
153 and authorizes the [Board Chair] or designee to execute same.
- 154
155 4. The execution by the [Board Chair] or designee of any additional documents or
156 agreements for the receipt and disbursement of the proceeds of the Settlement
157 Agreements as referenced in the Addendum.
- 158

159 **BE IT FURTHER RESOLVED:** all proceeds from the Settlement Agreements not otherwise
160 directed to the Attorney Fees Account shall be deposited in the County's Opioid Abatement
161 Account. The Opioid Abatement Account shall be administered consistent with the terms of this
162 Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.
163

164 **BE IT FURTHER RESOLVED:** the County hereby authorizes the establishment of an
165 account separate and distinct from any account containing funds allocated or allocable to the
166 County which shall be referred to by the County as the "Attorney Fees Account." An escrow
167 agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of
168 the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the
169 payments to the County are not enough to fully fund the Attorney Fees Account as provided
170 herein because such payments are made over time, the Attorney Fees Account shall be funded
171 by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the
172 Settlement Agreements attributable to Local Governments (as that term is defined in the
173 Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees

174 Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms
175 pursuant to the engagement agreement between the County and the Law Firms provided,
176 however, the Law Firms shall receive no more than that to which they are entitled under their
177 fee contract when considering the amounts paid the Law Firms from the fee fund established in
178 the Settlement Agreements and allocable to the County. The Law Firms may make application
179 for payment from the Attorney Fees Account at any time and the County shall cooperate with
180 the Law Firms in executing any documents necessary for the escrow agent to make payments out
181 of the Attorney Fees Account.
182

183 **BE IT FURTHER RESOLVED** that all actions heretofore taken by the Board of Supervisors
184 and other appropriate public officers and agents of the County with respect to the matters
185 contemplated under this Resolution are hereby ratified, confirmed and approved.
186

187 This Resolution is recommended for adoption by the Sawyer County Board of Supervisors
188 at its Administrative Committee meeting on March 9, 2023.
189

190 _____
191 Tweed Shuman, Chair Ron Buckholtz, Vice-Chair

192 _____
193 Dale Schleeter, Member Ron Kinsley, Member

194 _____
195 Tom Duffy, Member

196
197
198 Adopted by the County Board of Supervisors this 16th day of March, 2023.
199

200
201 _____
202 Tweed Shuman Lynn Fitch
203 County Board Chairman County Clerk
204
205
206
207
208

**ADDENDUM TO WISCONSIN LOCAL GOVERNMENT
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Local Governments entered into the MOU for purposes of memorializing their agreement surrounding, among other things, allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation; and

WHEREAS, the Local Governments intend this Addendum to the MOU to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in the same manner and same percentages as set forth in the MOU and Exhibit A thereto.

NOW, THEREFORE, the Local Governments enter into this Addendum to the MOU upon the terms described herein.

1. The Local Governments ratify, confirm and agree in all respects to the MOU. By this Addendum, the Local Governments agree that any and all proceeds of the Settlement Agreements defined herein shall be distributed, allocated and otherwise disposed of in the same manner as set forth in the MOU and Exhibit A thereto.
2. Nothing in this MOU is intended to alter or change any Local Government’s right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
3. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereby execute this Addendum as of the date set forth below.

ON BEHALF OF THE LOCAL GOVERNMENTS:

_____	Date: _____
Adams County	
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Ashland County	
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Barron County	
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Union Grove, City of
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**WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF
UNDERSTANDING FOR THE ALLOCATION OF
OPIOID SETTLEMENT PROCEEDS**

WHEREAS, the State of Wisconsin (“State”), its communities, and their people have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio (“Litigation”);

WHEREAS, certain Wisconsin local governments identified on the attached Exhibit A (“Local Governments”), through their counsel, and the State of Wisconsin, through its Attorney General, are separately engaged in investigations, litigation, and settlement discussions seeking to hold the Defendants in the Litigation accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

WHEREAS, the State of Wisconsin and the Local Governments share a common desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State of Wisconsin and in its local communities;

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan (“Settling Defendants”) resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

WHEREAS, while the Local Governments and the State recognize that the sums which may be available from the aforementioned Settlement Agreements will likely be insufficient to fully abate the public health crisis caused by the Opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the State of Wisconsin enacted Wis. Stat. § 165.12 which provides for an allocation of opioid settlement proceeds;

WHEREAS, the State and the Local Governments intend this Memorandum of Understanding (“MOU”) to effectuate the terms of future Settlement Agreements arising out of the Litigation in a manner consistent with Wis. Stat. § 165.12(2); and

WHEREAS, this MOU does not supersede or alter any previously agreed upon MOU between the State and Local Governments related to the Litigation.

NOW, THEREFORE, the State and the Local Governments, enter into this MOU upon the terms described herein.

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement (“Settlement Payments”) to the State or Local

Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. "Opioid Settlement Proceeds" do not include the "Additional Restitution Amount" (also known as additional remediation, or any other fund, proceed, or amount paid to States who did not utilize outside counsel), reimbursement of the United States Government, or separate funds identified in Settlement Agreements as direct or indirect compensation for a Party's litigation fees, expenses, and/or costs.

2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.
3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin ("State Share"); and (ii) 70% to Local Governments ("LG Share"). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
4. 100% of the "Additional Restitution Amount" shall be paid to the State and deposited with the Department of Health Services.
5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire "Additional Restitution Amount," shall, consistent with Wis. Stat. § 165.12(3) and (4), and except as provided in Wis. Stat. § 165.12(5), be utilized only for purposes identified as approved uses for abatement in a Settlement Agreement.
6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.

Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorneys' fees and expenses may only be paid for out of the owing Local Governments' share.

7. The parties agree to comply with the terms of the Settlement Agreements, including but not limited to (a) a requirement that a certain percentage of the Settlement Payment be spent on remediation, and (b) that at least 70% of a Settlement Payment be used solely for future Opioid Remediation as defined by the Settlement Agreements.
8. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

9. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under a Settlement Agreement, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
10. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for Local Government attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.
11. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
12. The Attorney General may extend this MOU to apply to future settlements with other entities who engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants in the Litigation. To exercise this option, the Attorney General shall send written notice to counsel for the Local Governments. The Local Governments shall have 30 days from the date of the notice to express in writing any objection(s) to the extension of the MOU to the settlement(s). If any Local Government objects to the extension of the MOU to the settlement(s), it shall not be extended.

Notice to the Local Governments shall be sent via regular U.S. Mail or email to:

Andrew Phillips
Attolles Law, s.c.
222 E. Erie Street
Suite 210
Milwaukee, WI 53202
aphillips@attolles.com

Erin Dickinson
Crueger Dickinson LLC
4532 N. Oakland Ave.
Milwaukee, WI 53211
ekd@cruegerdickinson.com

Burton LeBlanc
2600 CitiPlace Drive
Suite 400
Baton Rouge, LA 70809
bleblanc@baronbudd.com

Shayna Sacks
360 Lexington Avenue
Eleventh Floor
New York, NY 10017
ssacks@napolilaw.com

Christopher Smith
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
christopher.smith@vonbriesen.com

Steven Nelson
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
steven.nelson@vonbriesen.com

Any objection(s) by a Local Government shall be sent via regular U.S. Mail or email to:

Laura E. McFarlane
Assistant Attorney General
Wisconsin Department of Justice
17 W. Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
mcfarlanele@doj.state.wi.us

and

R. Duane Harlow
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
harlowrd@doj.state.wi.us

13. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

ON BEHALF OF THE STATE OF WISCONSIN:

Attorney General Josh Kaul

Date: _____

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adams County
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Ashland County
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Milwaukee County
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Franklin, City of
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Greenfield, City of
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Milwaukee, City of
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Oak Creek, City of
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South Milwaukee, City of
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Wauwatosa, City of
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EXHIBIT A
Litigating Local Governments

Adams County
Ashland County
Barron County
Bayfield County
Brown County
Buffalo County
Burnett County
Calumet County
Chippewa County
Clark County
Columbia County
Crawford County
Dane County
Dodge County
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City of Superior
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Eau Claire County
Florence County
Fond Du Lac County
Forest County
Grant County
Green County
Green Lake County
Iowa County
Iron County
Jackson County
Jefferson County

Juneau County
Kenosha County
City of Kenosha
Village of Pleasant Prairie
Kewaunee County
La Crosse County
Lafayette County
Langlade County
Lincoln County
Manitowoc County
Marathon County
Marinette County
City of Marinette
Marquette County
Menominee County
Milwaukee County
City of Cudahy
City of Franklin
City of Greenfield
City of Milwaukee
City of Oak Creek
City of South Milwaukee
City of Wauwatosa
City of West Allis
Monroe County
Oconto County
Oneida County
Outagamie County
Ozaukee County

Pepin County
Pierce County
Portage County
Price County
Racine County
Village of Mount Pleasant
Village of Sturtevant
Village of Union Grove
Town of Yorkville
Richland County
Rock County
Rusk County
Sauk County
Sawyer County
Shawano County
Sheboygan County
St Croix County
Taylor County
Trempealeau County
Vernon County
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Washburn County
Washington County
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Winnebago County
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