

	*Agenda* Executive Committee Tuesday March 14, 2023 – 5:00 pm Conference Call 1-312-626-6799 Zoom Meeting ID: 883 4888 7561 Passcode: 454700 https://us02web.zoom.us/j/88348887561 Health & Human Services Center – Community Room 303 W Chapel St Dodgeville, Wisconsin	Iowa County Wisconsin
For information regarding access for the disabled, please call 935-0399.		
<i>Any subject on this agenda may become an action item.</i>		
1	Call to order.	
2	Roll Call.	
3	Approve the agenda for this March 14, 2023 meeting.	
4	Approve the minutes of the February 14, 2023 meeting.	
5	Opportunity for members of the audience to address the committee.	
6	Consider updating the County's Committee Structure by removing the Bloomfield Commission.	
7	Consider Resolution Governing Spending of Opioid Settlement Funds.	
8	• Consider Resolution Authorizing Settlement Agreements with Teva Pharmaceutical, Allergan Finance, Walgreens, Walmart and CVS. • 5 Participation Agreements. • Wisconsin State-Local Government Memorandum of Understanding for the Allocation of Opioid Settlement Proceeds. • Addendum to Wisconsin Local Government Memorandum of Understanding.	
9	County Administrator's Report.	
10	Set date and time for next meeting. (April 11, 2023 at 5:00 p.m.)	
11	Adjournment.	
	Posting verified by the County Clerk's Office: Kris Spurley, County Clerk Date: 3-8-23 @ 12:00 pm	



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Executive Committee
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Health & Human Services Center - Community Room

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1 Call to order.

2 Roll Call.

3 Approve the agenda for this March 14, 2023 meeting.

4 Approve the minutes of the February 14, 2023 meeting.

5 Opportunity for members of the audience to address the committee.

Consider updating the County's Committee Structure by removing the Bloomfield

No.	Date/Time	Destination	Times	Type	Result	Resolution/ECM
001	03/08/23 12:12	Dodge Chronicle	0°00'08"	FAX	OK	200x100 Normal/On
002	03/08/23 12:13	WDMP	0°00'45"	FAX	OK	200x100 Normal/Off



**Draft Minutes
Executive Committee
Tuesday, February 14, 2023 – 5:00 pm
Health & Human Services Center – Community Room
303 W Chapel St
Dodgeville, Wisconsin**

**Iowa
County
Wisconsin**

1	Call to order. The February 14, 2023 Executive Committee meeting was called to order by Chairman John Meyers at 5:00 p.m.
2	Roll Call. Present at roll call: Supervisors Dave Gollon, Mike Peterson, John Meyers, Curt Peterson, Dan Nankee, Mel Masters, and Kim Alan. Others present: Supervisors Darrell Kreul, Joan Davis, and Justin O'Brien. Larry Bierke, Jamie Gould, Dave Morzenti, Nikki Mumm, Tom Slaney, Richard Zemlicka, Bruce Paull, Mark Storti, and Wyatt Jackson. Others present via Zoom: Supervisor Ingmar Nelson, Pat Reilly, and John Van Ooyen.
3	Approve the agenda for this February 14, 2023 meeting. Motion by Sup. Nankee seconded by Sup. Alan to approve the agenda for the February 14, 2023 meeting. Motion carried.
4	Approve the minutes of the January 10, 2023 meeting. Motion by Sup. Masters seconded by Sup. C. Peterson to approve the minutes for the January 10, 2023 meeting. Motion carried.
5	Opportunity for members of the audience to address the committee. Bruce Paull spoke regarding SUN and Opioid Taskforce. Mark Storti spoke regarding the Township Highway Transfer Program policy.
6	Consider documents creating the "Iowa County Campbell Fund" with the Community Foundation of Southern Wisconsin. Motion by Sup. Nankee seconded by Sup. Masters to approve documents creating the "Robert G. Campbell Community Fund" with the Community Foundation of Southern Wisconsin. Motion carried.
7	MHTC Broadband MOU – Discussion and consideration. Motion by Sup. Gollon seconded by Sup. C. Peterson to send MHTC Broadband MOU to County Board. Yay – 6 Nay -1 – Sup. Masters. Motion carried.

8	Consider Policy County to Township Highway Transfer Program. Motion by Sup. Gollon seconded by Sup. Master to approve County to Township Highway Transfer Program policy. Motion carried.
9	Discussion on the SUN Program. Committee members held a discussion the SUN Program. No action was taken.
10	Motion to go into closed session pursuant to State Statute 19.85(1)(c), Wisconsin Statutes, to consider employment, promotion, compensation or performance evaluation of any public employee over which the governmental body has jurisdiction or exercises responsibility. (County Administrator compensation). AND Wis. Stat. 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons required a closed session. (Discuss current SUN Program funding arrangement and debt/liability in preparation for long-term feasibility discussion and options.) Motion by Sup. Gollon seconded by Sup. M. Peterson to go into closed session at 6:22 p.m. Motion carried.
11	Motion to return to open session. Motion by Sup. Alan seconded by Sup. Masters to return to open session at 7:42 p.m. Motion carried.
12	Possible action on any of closed session items. No action was taken.
13	County Administrator's Report. County Administrator Bierke informed the committee he is signing a Regional Broadband Planning Application. Bierke would like to have a closed session on the County Board agenda to ask Corporation Counsel to provide updates on the various legal cases Iowa County is involved in.
14	Set date and time for next meeting. The next Executive Committee meeting will be held on March 14, 2023 at 5:00 p.m.
15	Adjournment. Motion by Sup. Gollon seconded by Sup. Masters to adjourn at 7:46 p.m. Motion carried.
	Prepared by Jamie Gould.

AGENDA ITEM COVER SHEET

Title: Committees, Commissions, & Board Structure Changes

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

The attached proposal removes the Bloomfield Commission from our list of Committees. The Bloomfield Nursing Home has been sold and the Commission responsibilities are no longer applicable.

RECOMMENDATIONS (IF ANY):

Consider updating the County's Committee structure by removing the Bloomfield Commission.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Attached is the Iowa County Committee structure with the modification denoted.

FISCAL IMPACT:

NONE

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed?

COMPLETED BY: Larry Bierke

DEPT: County Administrator

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

IOWA COUNTY COMMITTEES, COMMISSIONS & BOARDS STRUCTURE

Pursuant to Wisconsin State Statutes Chapter 59, counties are authorized to organize under one of three forms of County government: 1) Executive; 2) Administrator; or 3) Administrative Coordinator. Specific statutes define the relationship between the legislative and executive roles of county government. Iowa County is organized under the County Administrator form (Wis. Stat. § 59.18) to insure clarity in roles and appropriate delegation of authority under the powers given a County Board. Committees created by the County Board are organized pursuant to Wis. Stat. § 59.13(1). Some committees are authorized under separate statutes and are referenced later in this document. Committees, Commissions, and Boards establish priorities.

Supervisors serve primarily a legislative function. The legislative function is largely limited to policymaking, lawmaking, budgetary approval, and cooperative decision making. No operational control resides with individual supervisors. Supervisors' authority is collective versus individual. Direction and decision-making by the Board of County Supervisors shall occur as a Board. Individual members of the Board shall not attempt to exercise independent authority over the County Administrator, director, official, or employee thereof. When elected to a committee chair position, a supervisor has the authority to set the agenda for committee meetings, preside at meetings, and make reports and recommendations on the committee's behalf.

The County Administrator presents the budget based on established priorities. A County Board has overall budget approval authority. The role of a County Board is that of being "visionary." Standing committees have policy oversight for departments, offices, and other entities. They monitor performance, review and participate in development of the budget, and draft ordinances and resolutions. Standing committees develop policy which in turn is recommended to the County Board for action. Standing Committee chairs shall report to the County Board at least every other month.

Department heads and/or other staff members provide input, make recommendations, and serve as a resource for committees. They do not vote. Staff members should be allowed an opportunity to provide input or clarify in a committee meeting, but it is not an appropriate role for staff to engage in committee debate or for a committee member or Board members to assign tasks to a staff member. As a collective body, a committee/board/commission may assign tasks to a department head/staff member.

Standing Committees: The following standing committees shall be reappointed after each spring election:

- 1) **General Government** – County Board 1st Vice Chair serves as Committee Chair; Committee elects a Vice Chair and Secretary
- 2) **Health & Human Services** – Chair, Vice Chair and Secretary elected by this committee
- 3) **Public Safety** – Chair, Vice Chair and Secretary elected by this committee
- 4) **Public Works** – Chair, Vice Chair and Secretary elected by this committee

Standing committees shall have not less than three nor more than eight supervisors serving as members. A five member standing committee is preferred. Standing committees shall have a supervisor appointed by the County Board Chair as an alternate, and that person is only compensated for attending a meeting if they are filling in for an absent member.

Committees/Boards/Commissions Align with Standing Committees: Wisconsin statutes mandate the existence of certain Committees/Boards/Commissions, and these shall be identified as such when constituted. The statutes spell out the responsibilities. Further, Wisconsin statutes provide counties with autonomy so that they may appoint committees that meet local needs and interests. Iowa County is involved in multi-county or regional arrangements, and usually a member of the County Board or a citizen is appointed to represent the County. Other boards may represent a specific interest, optional involvement may result from a commitment of resources, and usually a member of the County Board or a citizen is appointed. Each committee/board/commission shall align with a standing committee.

Assessment of Committees, Boards, and Commissions: Annually, committee members shall review the purpose, accomplishments, and issues. Assessment shall serve as a means to determine how the purpose and functioning might be improved. Additionally, this is a time when the group determines if the committee/board/commission continues, is modified, or has completed its work. The County Administrator, supervisors, and staff provide input into the discussion.

Committee on Appointments

Purpose: The purpose of the Committee on Appointments is to assist the County Board Chair in selecting supervisors for all County Committees. The County Board Chair retains veto authority for all appointments. Additionally, input is made to the County Administrator for the committee members to be appointed by that position as outlined in the Wisconsin Statutes. Vice Chairs assist and assume an advisory role. The County Board Chair in consultation with Vice Chairs appoints board members to special committees when the need arises. The preferred length of term to serve on a specific committee, board, or commission shall be six (6) years, however, longer tenure may occur.

- a. Size of the Committee: 3 (Elected Chair, 1st Vice Chair and 2nd Vice Chair)
- b. Frequency of Meetings: As needed
- c. Assessment of the Committee: County Board

Executive Committee

Purpose: The purpose of the Executive Committee is to act on matters for which no other committee has jurisdiction or, where committee jurisdiction is in question or in conflict, on the recommendation of the County Board Chair, the Chair of the Committee and/or the County Administrator. The Executive Committee is empowered to investigate, report, and act on problems or issues that are brought to its attention. This body provides leadership for the hiring and assessment of the county administrator, establishing performance goals and providing feedback. The Executive Committee

provides oversight for the County Board Rules with changes requiring approval by the full County Board. The Executive Committee may also act in emergencies requiring immediate authorization with required subsequent approval of the Board. The Executive Committee has responsibility for the County's real property. The Executive Committee collaborates with the County Administrator and Finance Director to develop and monitor the budget. If a Committee, Board, or Commission better fits with a different Standing Committee, the Executive Committee shall recommend a change to the County Board for action. The Executive Committee is responsible to see that all resolutions and policies are implemented.

- a. Size of the Committee: 7 or less. The Executive Committee shall consist of the Chair of the County Board who shall serve as chair of the Executive Committee, the 1st Vice Chair, the 2nd Vice Chair and the Chair of each standing committee. Vice Chairs of each of the standing committees shall serve as an alternate to the Executive Committee in the event the Committee chair is unavailable or already serves on this committee. The 1st Vice Chair shall serve as the Chair of the General Government Standing Committee.
- b. Frequency of Meetings: Monthly and/or as needed
- c. Assessment of the Committee: County Board

Departments reporting to this committee include:

- a) County Administrator
- b) Corporation Counsel
- c) Finance

THE FOLLOWING COMMITTEES/ COMMISSIONS/BOARDS OF IOWA COUNTY ALIGN WITH THE EXECUTIVE COMMITTEE –

Long-Range Planning Committee

Purpose: This committee creates, recommends, and monitors a long-range plan that involves analysis of space, building, and service needs of county departments and agencies as well as planning for future growth/contraction of county services.

- a) Size of the Committee: 5 Supervisors
- b) Frequency of Meetings: At least quarterly and as needed
- c) Assessment of the Committee: Annual peer review by the Executive Committee with input from supervisors and staff

Appointment to Standing and Other Committees, Boards, and Commissions: The County Board Chair shall make appointment of all Supervisors to Committees created under County Board Rules, subject to confirmation by the County Board. Where Wisconsin statutes provide that other appointments shall be made by the County Board or by the chairperson of the County Board, those appointments to boards and commissions shall be made by the county administrator and shall be subject to the confirmation of the County Board. The preferred length of term to serve on a specific committee, board, or commission shall be six (6) years, however, longer tenure may occur.

GENERAL GOVERNMENT Standing Committee

Purpose: The General Government Standing Committee provides policy oversight and direction to departments and entities with functions, duties and powers that align with this standing committee. Members of this committee should be engaged with and knowledgeable of programs and services offered by involved departments and committees. The function of this committee shall be to assist in priority setting, policy development, identifying unmet service needs and opportunities, economic development, facilities maintenance, recommending budget in support of priorities, promoting collaborative relationships regionally and within Iowa County, assessing effectiveness and continuation of services and programs, and communicating the value of services and programs to the Board and the public. Furthermore, the Committee is responsible for the sale of property that has not paid taxes, in accordance with state statutes.

Size of the Committee: 3 - 8 supervisors (five is preferred)

- a) Frequency of Meetings: Monthly and /or as needed
- b) Assessment of the Committee: Annual peer review by the Executive Committee with input from supervisors and staff

Departments and agencies reporting to this committee include:

- a) County Clerk
- b) Economic Development
- c) Employee Relations
- d) Environmental Services
- e) Information Technology
- f) Register of Deeds
- g) Treasurer

THE FOLLOWING COMMITTEES/ COMMISSIONS/BOARDS OF IOWA COUNTY ALIGN WITH THE GENERAL GOVERNMENT STANDING COMMITTEE –

Iowa County Ethics Board

Purpose: This board reviews and makes recommendations and referrals regarding ethics complaints filed. The Ethics Board primarily focuses on conflict of interest issues.

- a) Size of the Committee: 5 -- individuals from the Iowa County community
- b) Frequency of Meetings: As needed
- c) Assessment of the Board: Annual peer review by the General Government Standing Committee with input from supervisors and staff

The General Government Standing Committee has three clusters and the goal is to have these clusters communicating around areas of common interest. Clusters include: a) Economic Development, b) Education and c) Recreation & Tourism. **Additionally, it will be helpful to have one County Board member serving on one of the committees in a specific cluster. Committees, commissions and/or**

boards in a cluster will be encouraged to meet at least annually around issues of mutual interest.

CLUSTER - Economic Development

Southwest Wisconsin Housing Region (Required for Participation in Program)

Purpose: Eleven (11) counties created what has become the Southwest Wisconsin Housing Region to provide adequate housing for limited resource households. Programs such as down payment assistance and repair assistance may be available to limited resource households.

- a) Size of the Region: 11 -- one member from each of the 11 counties; staff member
- b) Frequency of Meetings: As needed
- c) Assessment of the Consortium: Annual peer review by members of the Consortium and input from supervisors and staff

Southwest Wisconsin Workforce Development Board

Purpose: The Southwest Wisconsin Workforce Development Board (SWWDB) is a private, non-profit corporation dedicated to promoting innovation and providing quality local workforce development programs and services to businesses and residents in Southwest Wisconsin.

- a) Size of the Board: 32 members - A majority of the Board members are from private sector businesses and include business owners, chief executives, or operating officers with optimum policy-making or hiring authority. The remainder of the board is from public sector organizations and agencies -- one Supervisor/ county
- b) Frequency of Meetings: At least quarterly and/or as needed
- c) Assessment of the Board: Annual peer Review by the Board with input from supervisors and staff

Southwestern Wisconsin Regional Planning Commission (Wis. Stat. § 66.0309)

Purpose: The Southwestern Wisconsin Regional Planning Commission collaborates with communities and organizations to build capacity within southwestern Wisconsin, serving as advocates for its residents. Regional Planning create opportunities and develop dynamic solutions to the challenges facing the region. This agency fosters growth by supporting innovative endeavors that provide tangible benefits to those served. The SWWRPC believe in the bold vision of southwestern Wisconsin and works to build the region's future. Counties involved include: Grant, Green, Iowa, Lafayette, and Richland.

- a) Size of the Commission: 15 -- 3 from each county (County Board Chair or their designee as approved by the County Board, and two citizen members)
- b) Frequency of Meetings: At least quarterly and/or as needed
- c) Assessment of the Commission: Annual peer review by the Commission with input from supervisors and staff

Local TIF Districts

Purpose: Iowa County hereby appoints the County Administrator as the official County representative on all local Tax Increment Districts. Should the County Administrator be unable to attend a Joint Review Board Meeting, the County Treasurer shall attend as an alternate and have complete voting authority in place of the County Administrator.

- a) Size of the Board: Determined by the Municipality
- b) Frequency of Meetings: As needed
- c) Assessment of the Board: Annual peer review by the Board with input from supervisors and staff

CLUSTER - Education

Iowa County Fair Association Board

Purpose: Iowa County hereby appoints the Finance Director or his/her designee as the official County representative on the Iowa County Fair Association Board. Should the Finance Director be unable to attend a Fair Board Meeting, the County Administrator shall attend as an alternate and have complete voting authority in place of the Finance Director or designee..

- a) Size of the Board: Iowa County appoints one to the Fair Board
- b) Frequency of Meetings: Monthly and/or as needed
- c) Assessment of the Board: Annual peer review by the Board with input from supervisors and staff

Southwest Wisconsin Library Board (Wis. Stat. §§ 43.19(1)(b)1 & 43.58)

Purpose: This Board has oversight for policies, budget and finances, and services to member public libraries in Crawford, Grant, Iowa, Lafayette, and Richland Counties.

- a) Size of the Board: Approximately 15 -- there is one representative from each County Board of Supervisors and Resource Library Representatives.
- b) Frequency of Meetings: At least 6 times each year and as needed
- c) Assessment of the Board: Annual peer review by members and input from supervisors and staff

Iowa County Library Committee (Wis. Stat. § 43.11 and Act 150)

Purpose: This Committee develops a county wide library plan, makes revisions to an existing plan, or makes changes to the boundaries of a public library system. The goal is to provide for library services for all residents of the county.

- a) Size of the Board: 7-9 members including one member of the County Board. The Library Director from each Library located wholly in Iowa County shall be permanent members.
- b) Frequency of Meetings: At least quarterly
- c) Assessment of the Board: Annual peer review by members and input from supervisors and staff

Local Library Boards

Purpose: Three of the libraries in Iowa County (Barneveld, Dodgeville, Mineral Point) have a board that requires a County Board appointment. These Boards have responsibility for policy making as it relates to use, management, regulation, budgeting, and preservation of the public library system as provided in Wisconsin Statutes, Chapter 43.

- a) Size of the Board: Varies with at least one County Board appointment
- b) Frequency of Meetings: Established by the local Board
- c) Assessment of the Board: Annual peer review by members

CLUSTER – Recreation & Tourism

Hidden Valley Committee (Bylaws)

Purpose: Nine counties collaborate to promote tourism in the Hidden Valley region of Wisconsin. This committee provides oversight and support for promotion activities that occur both regionally and within a county.

- a) Size of the Committee: 12-16 -- each county represented by a Supervisor and at least one volunteer who is engaged in the tourism industry
- b) Frequency of Meetings: Monthly and/or as needed
- c) Assessment of the Committee: Annual peer review by the Committee with input from supervisors and staff

Tri-County Trail Commission (formerly Cheese Trail Commission (Bylaws)

Purpose: This commission provides oversight for maintaining and managing the Monroe to Mineral Point railroad right-of-way for use as an all year, all-purpose public recreation corridor.

- a) Size of the Commission: 11 -- 6 Supervisors (Green County), 4 Supervisors (Lafayette County), 1 Supervisor (Iowa County)
- b) Frequency of Meetings: Monthly and/or as needed
- c) Assessment of the Commission: Annual peer review by the Committee with input from supervisors and staff

HEALTH & HUMAN SERVICES Standing Committee

Purpose: The Health & Human Services Standing Committee provides policy oversight and direction to departments and entities with functions, duties and powers that align with this standing committee. Members of this committee should be engaged and knowledgeable of programs and services offered by involved departments and committees. The function of this committee shall be to assist in priority setting, policy development, identifying unmet service needs and opportunities, recommending budget in support of priorities, promoting collaborative relationships regionally and within Iowa County, assessing effectiveness and continuation of services and programs, and communicating the value of services and programs to the Board and the public.

- a) Size of the Committee: 3 - 8 supervisors (five is preferred)
- b) Frequency of Meetings: Monthly and/or as needed
- c) Assessment of the Committee: Annual peer review by the Executive Committee with input from supervisors and staff

Departments and agencies reporting to this committee include:

- a) Aging and Disability Resource Center
- b) Bloomfield Healthcare & Rehabilitation,
- c) Public Health
- d) Seniors United for Nutrition
- e) Social Services
- f) UW Extension.
- g) Veteran's Services

h) Unified Community Services

THE FOLLOWING COMMITTEES/ COMMISSIONS/BOARDS of IOWA COUNTY ALIGN WITH THE HEALTH & HUMAN SERVICES STANDING COMMITTEE:

Aging and Disability Resource Center, Iowa County Board (Wis. Stat. §§ 46.283(6) & 46.285) (Formerly known as Commission on Aging)

Purpose: The Aging and Disability Resource Center of Southwest Wisconsin – Iowa County Board provides oversight for services and programs with adults and families who are affected by aging, disability, mental health or substance abuse issues so that their quality of life might be enhanced.

- a) Size of the Committee: 15 (3 Supervisors)
- b) Frequency of Meetings: Monthly and/or as needed
- c) Assessment of the Board: Annual peer review by the Health and Human Services Standing Committee with input from supervisors and staff

Bloomfield Commission

~~**Purpose:** The Bloomfield Commission provides vision for operation, improvements, maintenance, priority setting, identifying unmet service needs and opportunities, assists in budget development in support of priorities and ongoing monitoring, assessment of services and programs, and communicating the value of services and programs to the public. Members of this commission are engaged and knowledgeable of the programs and services offered. The Commission also serves as the fiduciary agent for segregated funds such as the Campbell fund and any others that are created for specific needs.~~

- ~~a) Size of the Committee: 5 – 3 Supervisors and 2 community members~~
- ~~a) Frequency of Meetings: Monthly and/or as needed~~
- ~~b) Assessment of the Committee: Annual peer review with input from supervisors and staff~~

Board of Health (Wis. Stat. § 251.04)

Purpose: The Committee on Health provides policy direction and oversight with respect to Chapter 250-255 of the Wisconsin Statutes relating to public and environmental health matters. Members of this committee should be engaged and knowledgeable of the programs and services offered through the Department of Health. Assist in priority setting, identifying unmet service needs and opportunities, budget development in support of priorities, development of collaborative relationships within Iowa County and regionally, assess services and programs, and communicating the value of services and programs to all members of the Board and public.

- a) Size of the Committee: 7 -- 3-4 Supervisors and 3-4 community members
- b) Frequency of Meetings: Quarterly and/or as needed
- c) Assessment of the Committee: Annual peer review with input from supervisors and staff

Extension & Agriculture Education Committee (Wis. Stat. § 59.56(3)(b))

Purpose: The Committee on Agriculture and Extension Education is to provide oversight and program direction to the UW-Extension Staff. Be engaged and

knowledgeable of the programs offered by UWEX, promoting collaborative relationships regionally and within Iowa County. Conduct UWEX staff performance reviews, assist in budget development, participate in interviews for new staff when positions become vacant, communicate the value of UWEX to Iowa County residents and participate in the statewide WI Association of County Extension Committees (WACEC).

- a) Size of the Committee – 5 Supervisors (Fair Board representative serves on this committee)
- b) Frequency of Meetings - quarterly and/or as needed
- c) Assessment of the Committee – Annual peer review with input from supervisors and staff

Veterans Service Commission (Wis. Stat. § 45.81(1))

Purpose: The Veterans Service Commission provides oversight for programs and services for the men and women who have served our country in the Armed Forces of the United States. Programs and services are extended to those serving in times of peace, as well as in times of war, and include those who have served in the National Guard and the Reserves.

- a) Size of the Commission: 3 -- staggered three year terms, no supervisors
- b) Frequency of Meetings: As needed
- c) Assessment of the Commission: Annual peer review with input from supervisors and staff

THE FOLLOWING COMMITTEES/ COMMISSIONS/BOARDS INVOLVE ONE OR MORE OTHER COUNTIES AND IOWA COUNTY'S PARTICIPATION ALIGNS WITH THE HEALTH & HUMAN SERVICES STANDING COMMITTEE:

Aging and Disability Resource Center, Southwestern, WI Regional Board (Bylaws)

Purpose: Grant, Green, Iowa, and Layette Counties constitute the ADRC SWW. This Committee has oversight for services and programs with adults and families who are affected by aging, disability, mental health or substance abuse issues so that their quality of life might be enhanced. Collaborative efforts are valued and reports directly to State of Wisconsin.

- a) Size of Committee: 12 (one Supervisor per county and an advocate for each of the purposes)
- b) Frequency of Meetings: Monthly or as needed
- c) Assessment of the Board: Annual peer review with input from supervisors and staff

Marsh Country Health Alliance Board (Agreement)

Purpose: The Marsh Country Health Alliance (MCHA) formed in 2010 leases, manages and operates portions of Dodge County's, Clearview, a long term care and rehabilitation center. It operates under an intergovernmental cooperation agreement under which member counties (14 counties-Adams, Columbia, Dodge, Grant, Green, Iowa, Jefferson, Outagamie, Ozaukee, Rock, Sauk, Washington, Waukesha and Winnebago) contribute to the costs of operation. The purpose of forming MCHA is to provide financial resources to offset Dodge County for the inequitable losses Dodge County incurs due to caring for residents from other counties that have specialized physical and

mental health needs. Dodge County is financially accountable because it provides the majority of funding and has effective control over the operation of the facility.

- a) Size of the Board: 14-16 -- Official representative must be a County Board Supervisor
- b) Frequency of Meetings: As needed, the County Executive Commissioners meet yearly.
- c) Assessment of the Board: Annual peer review with input from supervisors and staff

Seniors United for Nutrition Board (S.U.N.) (Bylaws)

Purpose: The Seniors United for Nutrition Program, Inc. (SUN) Board provides oversight for services and programs that support and assist seniors 60 and over by providing hot nutritious meals, home delivered or in a group setting, to promote fellowship, reduce isolation, and to provide prevention programming to assist in maintaining independence and involvement in their community. Iowa and Lafayette Counties have a collaborative program.

- a) Size of the Committee: 6 -- three Supervisors from each county
- b) Frequency of Meetings: Monthly or as needed
- c) Assessment of the Board: Annual peer review with input from supervisors and staff

Southwestern Community Action Program Board (SWCAP) (Agreement with state and federal government)

Purpose: The SWCAP Board provides oversight for programs that involve low-income people in developing and carrying out anti-poverty programs. Leadership is provided for planning and evaluating both long and short-range strategies for overcoming poverty in the community. Assist in determining whether to conduct or delegate to other agencies the operation of programs financed through federal, state, local, or other available funds. Counties in SWCAP include Grant, Green, Iowa, Lafayette, and Richland

- a) Size of the Board: 24 – Approximately 1/3 from low-income audiences or individuals representing low-income, 1/3 supervisors, 1/3 general population – 1 Supervisor
- b) Frequency of Meetings: Monthly or as needed
- c) Assessment of the Board: Annual peer review with input from supervisors and staff

Unified Board of Grant and Iowa Counties (Wis. Stat. § 51.42)

Purpose: This board provides oversight for programs that contribute to the development of healthier individuals, families, and communities within Grant and Iowa Counties. The Unified Board provides oversight for services and programs with adults and families who are affected by aging, disability, mental health or substance abuse issues so that quality of life might be enhanced.

- a) Size of the Board: 10 -- 6 from Grant County and 4 from Iowa County - 2 Supervisors
- b) Frequency of Meetings: Monthly
- c) Assessment of the Board: Annual peer review with input from supervisors and staff

PUBLIC SAFETY Standing Committee

Definition: Addressing services that protect the wellbeing of the public and keeping residents safe

Purpose: The Public Safety Standing Committee provides policy oversight and direction to departments and entities with functions, duties and powers that align with this standing committee. Members of this committee should be engaged and knowledgeable of programs and services offered by involved departments and committees. The function of this committee shall be to assist in priority setting, policy development, identifying unmet service needs and opportunities, recommending budget in support of priorities, promoting collaborative relationships regionally and within Iowa County, assessing effectiveness and continuation of services and programs, and communicating the value of services and programs to the Board and public.

- a) Size of the Committee: 3 - 8 supervisors (five is preferred)
- b) Frequency of Meetings: Monthly or as needed
- c) Assessment of the Committee: Annual peer review by the Executive Committee with input from supervisors and staff

Departments and agencies reporting to this committee include:

- a) Child Support
- b) Clerk of Circuit Court,
- c) Coroner
- d) District Attorney
- e) Emergency Management
- f) Family Court
- g) Humane Society
- h) Operating While Intoxicated (OWI)
- i) Register in Probate
- j) Sheriff

THE FOLLOWING COMMITTEES AND COMMISSIONS of IOWA COUNTY ALIGN WITH THE PUBLIC SAFETY STANDING COMMITTEE:

Chapter 59 Grievance Committee (Wis. Stat. § 59.26(8)(b)1)

Purpose: This committee hears Sheriff Department Chapter 59 and other union grievances.

- a) Size of the Committee: 5 -- 2 Supervisors from Public Safety Standing Committee, 2 Supervisors from General Government Standing Committee, and Board Chair
- b) Frequency of Meetings: As needed
- c) Assessment of the Committee: Annual peer review with input from supervisors and staff

Courtroom Security and Facilities Committee (Supreme Court Rule 68.05)

Purpose: This committee assists the county and courts in making decisions regarding the court facilities whether construction, remodeling and security innovations, or relocation. The presiding judge appoints members of this committee.

- a) Size of the Committee: at least 12 as specified in the Court Rule
- b) Frequency of Meetings: At least quarterly
- c) Assessment of the Committee: Annual peer review with input from supervisors and staff

Criminal Justice Collaboration Council (Resolution 8-0814)

Purpose: This Council has responsibility to explore, establish, and have oversight of innovative and effective programs that could enhance public safety, improve offender

accountability and rehabilitation, and/or support the rights and needs of crime victims as well as provide guidance for the Iowa County OWI Intensive Supervision Program and Iowa County Drug Treatment Court.

- a) Size of the Council: 12-14 stakeholders in the justice system including staff, a county board member, and citizens of the county
- b) Frequency of Meetings: At least quarterly
- c) Assessment of the Council: Annual peer review with input from supervisors and staff

Crime Prevention Funding Surcharge Board (Wis. Stat. § 59.54(28), Iowa County Resolution 4-0416)

Purpose: Since passage of Resolution 4-0416, the Iowa County Circuit Court has assessed a \$20 crime prevention surcharge for each criminal conviction that occurs in Iowa County criminal cases. That surcharge is collected by the Iowa County Clerk of Courts and is to be transmitted to the Iowa County Treasurer. The Crime Prevention Funding Surcharge Board is tasked with distributing the amounts collected in the form of grant payments to private nonprofit organizations and law enforcement agencies within Iowa County for crime prevention purposes. The Crime Prevention Funding Surcharge Board also is to produce an annual report on its activities to the Clerk of Court, the County Board, and the legislative bodies of each Iowa County municipality. That annual report is to identify all entities that received a grant, the purpose of the grants, and an accounting of the funds disbursed.

- a) Size of Committee: 7 members, consisting of the circuit court judge (or judge's designee); the district attorney (or D.A.'s designee); the sheriff (or sheriff's designee); the county administrator (or administrator's designee); the chief elected official of the largest municipality in the county, as determined by population (or that official's designee); a person chosen by a majority vote of the sheriff and all of the chiefs of police departments that are located wholly or partly within the county; and a person chosen by the county's public defender's office.
- b) Frequency of Meetings: as needed, no less than annually.
- c) Assessment of the Committee: annual peer review with input from supervisors and staff

Local Emergency Planning Committee (Wis. Stat. § 59.54(8))

Purpose: This committee provides oversight for Iowa County Hazardous Material Response Planning tracking Haz-Mat spills and identifies needs relative to response to Haz-Mat incidents.

- a) Size of Committee: 11 -- 1 Supervisor
- b) Frequency of Meetings: Once every 6 months or as needed
- c) Assessment of the Committee: Annual peer review with input from supervisors and staff

PUBLIC WORKS Standing Committee

Definition: Addressing infrastructure and land services for the benefit of and use by the public

Purpose: Public Works Standing Committee provides policy oversight and direction to departments and entities with functions, duties and powers that align with this standing

committee. Members of this committee should be engaged and knowledgeable of programs and services offered by involved departments and committees. The function of this committee shall be to assist in priority setting, policy development, identifying unmet service needs and opportunities, recommending budget in support of priorities, promoting collaborative relationships regionally and within Iowa County, assessing effectiveness and continuation of services and programs, and communicating the value of services and programs to the Board and the public. The Public Works Committee shall have statutory responsibilities under section 83.015 as assigned to the Highway Committee.

- a) Size of the Committee: 3 - 8 supervisors (five is preferred)
- b) Frequency of Meetings: Monthly and/or as needed
- c) Assessment of the Committee: Annual peer review by the Executive Committee with input from supervisors and staff

Departments and agencies reporting to this committee include:

- a) Airport (including Tri-County)
- b) Highway
- c) Land Conservation
- d) Planning and Zoning
- e) Rural Transit

THE FOLLOWING COMMITTEES AND COMMISSIONS of IOWA COUNTY ALIGN WITH THE TRANSPORTATION & PUBLIC WORKS STANDING COMMITTEE:

Iowa County Airport Commission (Wis. Stat. § 114.14(2))

Purpose: The Iowa County Airport Commission provides oversight for improvements, operation, and maintenance of the airport as well as for the budget. This Commission provides jurisdiction for the Airport Land Use Plan as part of the Iowa County zoning ordinance. Having a county supervisor from the Mineral Point area is desired but not required.

- a) Size of the Committee: 7 -- 5 Supervisors and 2 from the aviation community
- b) Frequency of Meetings: Monthly and/or as needed
- c) Assessment of the Commission: Annual peer review with input supervisors and staff.

Traffic Safety Commission (Wis. Stat. § 83.013(1))

Purpose: This commission identifies high risk locations and recommends risk mitigation measures with regards to the flow of traffic within the county.

- a) Size of Committee: 9 – 11 – one Supervisor
- b) Frequency of Meetings: Quarterly and/or as needed
- c) Assessment of the Commission: Annual peer review with input from supervisors and staff

The Public Works Standing Committee has one cluster and the goal is to have this cluster communicating around areas of common interest. Additionally, it will be helpful to have one County Board member serving on one of the committees in a specific cluster. Committees, Commissions and/or Boards in a cluster will be encouraged to meet at least annually around issues of mutual interest.

CLUSTER - Conservation & Land

Board of Adjustment & Administrative Appeal (Wis. Stat. § 59.694(1))

Purpose: The Board of Adjustment receives and acts on appeals related to variances regarding shorelands as found in Wis. Stat. § 59.692(4)(b), floodplain zoning (Wis. Admin. Code NR 116.19) and county zoning (Wis. Stat. § 59.69(2)).

- a) Size of the Board: Not more than 5 members and 2 alternates
- b) Frequency of Meetings: As needed
- c) Assessment of the Board: Annual peer review with input from supervisors and staff

Land Conservation Committee (Wis. Stat. § 92.07)

Purpose: This committee performs the functions and exercises the powers set forth in the statutes and provides administration and oversight for the Farmland Preservation Program. Collaborate with staff having responsibility for both state and federal programs. Members of this committee shall be engaged and knowledgeable of the programs and services offered. Assist in priority setting, budget preparation, staffing decisions, collaborative relations, and assessment of services and programs. Make decisions on distribution and allocation of federal, state, and county funds made available for cost-sharing programs or other incentive programs for improvements and practices. Provide input to committees that have land rentals and share best agriculture practices.

- a) Size of the committee: Maximum of 7 - (3-5 Supervisors and two from the community - (At least one Supervisor from the Planning & Zoning Committee)
- b) Frequency of Meetings: Every other month or as needed
- c) Assessment of the Committee: Annual peer review with input from supervisors and staff

Blackhawk Lake Commission – aligns with the Land Conservation Committee (Wis. Stat. § 66.30 & Operations Agreement)

Purpose: The Commission provides oversight for operation, improvements, maintenance, priority setting, identifying unmet service needs and opportunities, budget development and monitoring in support of priorities, maintenance of collaborative relationships with Iowa County and the DNR, staffing decisions and hiring of manager, assessment of services and programs, and communicating the value of services and programs to the public. Members of this commission are engaged and knowledgeable of the programs and services offered.

- a) Size of the Commission: 5 members from each village (Cobb & Highland) Supervisor from either Cobb or Highland areas (ex-officio)
- b) Frequency of Meetings: Monthly and/or as needed
- c) Assessment of the Commission: Annual peer review by the Land Conversation Committee and members of the commission

Ludden Lake District Commission (Wis. Stat. §§ 33.28 & 66.30)

Purpose: The District Commission provides oversight for operation, improvements, maintenance, priority setting, identifying unmet service needs and opportunities, budget development in support of priorities, maintenance of collaborative relationships with Iowa County and the DNR, staffing decisions, assessment of services and programs,

and communicating the value of services and programs to the public. Members of this commission are engaged and knowledgeable of the programs and services offered.

- a) Size of the District Commission: Bylaws identify and state statute indicates one Supervisor needs to be on this board. Supervisor must be a member of the Land Conservation Committee and the Land Conservation Committee must nominate said member for appointment by the County Board.
- b) Frequency of Meetings: Monthly and/or as needed
- c) Assessment of the Commission: Annual peer review with input from supervisors and staff

Land Information Council (Wis. Stat. § 59.72(3m))

Purpose: This council has oversight over any physical, legal, economic or environmental information or characteristics concerning land, water, groundwater, subsurface resources or air in Iowa County.

- a) Size of the Council: Not less than 8 members; one is a Supervisor (a list of who needs to be on this Council is in the statute)
- b) Frequency of Meetings: As needed
- c) Assessment of the Council: Annual peer review with input from supervisors and staff

Planning and Development Committee (Wis. Stat. § 59.69(2))

Purpose: This committee provides oversight for direction and oversees enforcement of land use regulations within shore lands (Wis. Admin. Code NR 115), food plains (Wis. Admin. Code NR 116), and non-metallic mining areas (Wis. Admin. Code NR 135). Provides oversight for the enforcement of all matters related to zoning, private sewage systems, subdivision control, comprehensive planning, mapping, land records modernization, and land use ordinances and statutes. Members of this committee shall be engaged and knowledgeable of the programs and services.

- a) Size of the Committee: 5 Supervisors (Represent townships)
- b) Frequency of Meetings: Hearings are held monthly
- c) Assessment of the Committee: Annual peer review with input from supervisors and staff

THE FOLLOWING COMMITTEES/ COMMISSIONS/BOARDS INVOLVE ONE OR MORE OTHER COUNTIES AND IOWA COUNTY'S PARTICIPATION ALIGNS WITH THE PUBLIC WORKS STANDING COMMITTEE:

Pecatonica Rail Transit Commission (Wis. Stat. § 59.968)

Purpose: Green, Iowa, and Lafayette Counties are served by a branch line commencing at Janesville and ending in Mineral Point. The purpose of this commission is to oversee operations and maintain as much right-of-way and rail as possible.

- a) Size of the Commission: 9 --Three commissioners from each county for staggered three year terms and one staff member from the Iowa County Highway Department
- b) Frequency of Meetings: Quarterly and/or as needed
- c) Assessment of the Commission: Annual peer review with input from supervisors and staff

Wisconsin River Rail Transit Commission (Wis. Stat. § 59.968)

Purpose: Crawford, Dane, Grant, Iowa, Richland, Rock, Sauk, Walworth, and Waukesha Counties are served and therefore are members of this commission. The purpose of this commission is to oversee operations and maintain as much right-of-way and rail as possible. A branch from Madison to Prairie du Chien with spurs to Mazomanie and Lone Rock is included.

- a) Size of the Commission: Three commissioners from each county for staggered three year terms and one staff member from the Iowa County Highway Department
- b) Frequency of Meetings: Monthly and/or as needed
- c) Assessment of the Commission: Annual peer review with input from supervisors and staff

Established 10/20/15 by Resolution No. 10-1015

Amended 3/20/18 by Resolution No. 5-0318

Amended 3/19/19 by Resolution No. 9-0319

Amended 5/19/20 by Motion.

Amended 3/15/22 by Motion.

AGENDA ITEM COVER SHEET

Title: Resolution Governing Spending of Opioid Settlement Funds

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Iowa County has been the recipient of Opioid Settlement funds and has a desire to put the funds to work in support of the Opioid Needs Assessment. The attached resolution authorizes Iowa County to move forward with spending in support of our adopted plan. The Finance Department would create a budget amendment at the conclusion of the year recognizing the revenue to the Fund and the expenses taken from the fund for your approval.

RECOMMENDATIONS (IF ANY):

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

Resolution to establish spending limitations for the Opioid Settlement Fund.

FISCAL IMPACT:

This resolution would support the spending of the growing pool of money located in the Opioid Settlement Fund.

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☒ Yes

☐ No

How much time is needed? _____

COMPLETED BY: Larry Bierke

DEPT: County Administrator

2/3 VOTE REQUIRED:

☐ Yes

☒ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

**IOWA COUNTY BOARD OF SUPERVISORS
RESOLUTION _____**

**A RESOLUTION TO ESTABLISH SPENDING LIMITATIONS FOR
THE OPIOID SETTLEMENT FUND**

WHEREAS, Iowa County has joined other Wisconsin Counties in filing lawsuits against the opioid drug manufacturers, distributors, and retailers; and

WHEREAS, Iowa County has started reaching settlements with several manufacturers and retailers and further anticipates additional settlements in the future months; and

WHEREAS, the opioid lawsuit settlement has provided a pool of funding that must be spent on opioid abatement and treatment through a variety of options as denoted on attached "Exhibit E"; and

WHEREAS, the Iowa County Board of Supervisors has approved an Opioid Needs Assessment that outlines the ways Iowa County may utilize the opioid lawsuit settlement funding.

THEREFORE, BE IT RESOLVED, by the Iowa County Board of Supervisors that the Iowa County Health and Human Services Committee and/or the County Administrator are hereby authorized to appropriate funding generated from the opioid lawsuit settlements as follows:

1. As a payment to any non-profit that is able to meet the criteria set by the Opioid Task Force or accomplish the tasks set up by the Opioid Needs Assessment, focusing on opioid prevention, treatment, and recovery.
2. Transfer funding internally from the Opioid Settlement Fund to other Iowa County Department budgets or funds in order to pursue the advancement of Opioid abatement and treatment, as described in the Opioid Needs Assessment.

The Finance Director shall present a budget amendment to the County Board with actual spending at year end.

The above and foregoing Resolution was duly adopted by the Iowa County Board of Supervisors this _____ day of February, 2023.

John M. Meyers, Iowa County Board Chair

ATTEST:

Kristy, Spurley, County Clerk

RESOLUTION NO.

Authorizing Iowa 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 Iowa 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;

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

WHEREAS, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement

provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the "Allocation MOU"); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the "AG MOU"); and (d) the Legislature's Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU;

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

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

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

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

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

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

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

WHEREAS, the Law Firms have engaged in extensive discussions with counsel for all other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreements will be allocated;

WHEREAS, the proposed Addendum to the MOU ("Addendum") provided with this Resolution provides for allocation of settlement proceeds among the Wisconsin Participating Subdivisions according to the same percentages as that provided in the previously-approved MOU allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal

Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED: the Iowa County Board of Supervisors hereby approves:

1. The execution of the Settlement Agreements and any and all documents ancillary thereto and authorizes the [Board Chair] or designee to execute same.
2. The final negotiation and execution of the Addendum in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the [Board Chair] or designee to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Addendum provided to the Board with this Resolution.
3. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the [Board Chair] or designee to execute same.
4. The execution by the [Board Chair] or designee of any additional documents or agreements for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Addendum.

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

BE IT FURTHER RESOLVED: the County hereby authorizes the establishment of an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the "Attorney Fees Account." An escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County's proceeds from the Settlement Agreements into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreements attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreements and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

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

Adopted by the **Iowa** County Board of Supervisors this ____ day of _____, 2023.

John M. Meyers
Iowa County Chair

ATTEST:

Kristy K. Spurley
Iowa County Clerk

AGENDA ITEM COVER SHEET

Title: Opioid Settlement Participation Agreements

☒ Original

☐ Update

TO BE COMPLETED BY COUNTY DEPARTMENT HEAD

DESCRIPTION OF AGENDA ITEM (Please provide detailed information, including deadline):

Attached are five participation agreements that Iowa County will need to sign in order to participate in the corresponding lawsuit settlements. Walmart, Walgreens, CVS, Teva, and Allergan are the five companies we are settling with.

RECOMMENDATIONS (IF ANY):

Staff recommends a motion to approve all five agreements.

ANY ATTACHMENTS? (Only 1 copy is needed)

☒ Yes

☐ No

If yes, please list below:

5 Participation Agreements

FISCAL IMPACT:

LEGAL REVIEW PERFORMED:

☐ Yes

☒ No

PUBLICATION REQUIRED:

☐ Yes

☒ No

STAFF PRESENTATION?:

☐ Yes

☒ No

How much time is needed? _____

COMPLETED BY: Larry Bierke

DEPT: County Administrator

2/3 VOTE REQUIRED:

☐ Yes

☐ No

TO BE COMPLETED BY COMMITTEE CHAIR

MEETING DATE:

AGENDA ITEM #

COMMITTEE ACTION:

EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Iowa County	State: WI
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 November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart 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 Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart 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 Walmart 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 Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (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 Walmart 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 Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart 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 Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart 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: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Iowa County	State: WI
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 December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the **Walgreens Settlement** pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens 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 Walgreens 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 Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (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 Walgreens 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 Walgreens 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 Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens 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 Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Iowa County	State: WI
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 December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS 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 CVS 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 CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (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 CVS 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 CVS 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 CVS Settlement.
10. In connection with the releases provided for in the CVS 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 CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Iowa County	State: WI
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 Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva 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 Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the **Teva Settlement** pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva 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 Teva 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 Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (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 Teva Settlement are intended by Released Entities and the Governmental Entity 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 Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva 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 Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva 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: _____



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Iowa County	State: WI
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 Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan 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 Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan 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 Allergan 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 Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether 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 in bringing, 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 Allergan Settlement are intended 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 Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan 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 Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



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

Signature: _____

Name: _____

Title: _____

Date: _____



**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
Printed: _____

Date: _____

Ashland County
Printed: _____

Date: _____

Barron County
Printed: _____

Date: _____

Bayfield County
Printed: _____

Date: _____

Brown County
Printed: _____

Date: _____

Forest County
Printed: _____

Date: _____

Grant County
Printed: _____

Date: _____

Green County
Printed: _____

Date: _____

Green Lake County
Printed: _____

Date: _____

Iowa County
Printed: _____

Date: _____

Iron County
Printed: _____

Date: _____

Jackson County
Printed: _____

Date: _____

Jefferson County
Printed: _____

Date: _____

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
Door County
Douglas County
City of Superior
Dunn County
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
Vilas County
Walworth County
Washburn County
Washington County
Waukesha County
Waupaca County
Waushara County
Winnebago County
Wood County

**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: _____

Iowa County

Printed: _____