



AGENDA
Eau Claire County
Committee on Administration
Tuesday, December 14, 2021 at 2:30 p.m.
Virtual Meeting

Access by Phone:

Dial In: 1-415-655-0001 Access Code: 2595 021 0483

Access Link:

<https://eauclairecounty.webex.com/eauclairecounty/j.php?MTID=m3f55106c7538bf4c1a69f1a84bf8d444>

Password: mmJdNqjt797

For those wishing to make public comment, you can submit your request to speak and/or written comment to Samantha Kraegenbrink at samantha.kraegenbrink@co.eau-claire.wi.us at least 60 minutes prior to the start of the meeting.

1. Call to Order and confirmation of meeting notice
2. Roll Call
3. Public Comment
4. Approval of Meeting Minutes – **Discussion/Action**
 - a. November 23, 2021
 - b. December 7, 2021
5. File No. 21-22/053: Ordinance to amend section 1.50.020 of the Code: Schedule of Deposits; to create Chapter 8.30 of the Code: Standards for the care of domestic animals – **Discussion/Action**
6. File 21-22/076: Resolution authorizing Eau Claire County to enter into settlement agreements with McKesson Corporation, Cardinal Health, Inc., Pharmaceuticals, Inc. Ortho-McNeil-Janssen Pharmaceuticals Inc., and Janssen Pharmaceutica, Inc., agree to the terms of the MOU allocate settlement proceeds, and authorize entry into the MOU with the Attorney General – **Discussion/Action**
7. File 21-22/077: Resolution authorizing the County Administrator to enter into a Memorandum of Understanding (MOU) to effectuate the terms of the settlement agreements and allocate the proceeds of the settlement agreements to each of the local governments in percentages – **Discussion/Action**
8. File No. 21-22/078: Resolution authorizing the County Administrator to enter into a Memorandum of Understanding (MOU) to effectuate the terms of the settlement agreements in a manner consistent with Wis Stat. § 165.12(2) – **Discussion/Action**

Prepared by: Samantha Kraegenbrink – Assistant to the County Administrator

Please note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-6945 (FAX) 839-1669 or (TDD) 839-4735 or by writing to the ADA Coordinator, Human Resources Department, Eau Claire County Courthouse, 721 Oxford Ave., Eau Claire, Wisconsin 54703.



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9. Review of Quarter 3 Reports (<https://www.co.eau-claire.wi.us/our-government/government-resources/report-central>) – **Discussion**
 - a. Child Support
 - b. Corporation Counsel
 - c. Facilities
 - d. Veteran Services
 - e. Information Systems
 - f. Risk Management
 - g. Administration

10. Update from the County Administrator
 - a. 2022 Workplan
 - b. ARP Update

11. Adjourn

Prepared by: Samantha Kraegenbrink – Assistant to the County Administrator

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AGENDA
Eau Claire County
Committee on Administration
Tuesday, November 23, 2021 at 2:30 p.m.
Virtual Meeting

Present: Colleen Bates, Gerald Wilkie, Mark Beckfield, Nancy Coffey, Nick Smiar

Others: Samantha Kraegenbrink – Committee Clerk, Sonja Leenhouts

Public: Rory Schutte, Nate Otto, Others present

Chair Smiar called the meeting to order at 2:30 p.m. and confirmed the meeting notice.

The Committee Clerk called the roll, and it is listed above under present.

No members of the public wished to make comment.

Supervisor Bates motioned to approve the minutes from October 12, 2021, and November 1, 2021. Seconded by Supervisor Beckfield.

The Committee interviewed for Supervisory District 11 in the following order:

- a. Nathan Otto
- b. Dan Schillinger
- c. Rory Schutte
- d. Ryan Ludy

Once the interviews were concluded, the committee discussed and recommended Nathan Otto. Supervisor Wilkie motioned to approve, seconded by Supervisor Coffey.

Supervisor motions to award WCWRPC as the ARPA Funding 3rd Party Administrator and to enter into a contract for this work. Supervisor Beckfield seconded the motion. All in favor.

Motion by Supervisor Beckfield and seconded by Supervisor Bates. File No. 21-22/064: Ordinance amending section 2.04.010 B. of the Code: Rule 1 – Meetings; Creating section 2.04.130 C. of the Code: Rule 13 – Diligent Committee Service. Without objection, Supervisor Schneider provided background of this request. All in favor.

Motion by Supervisor Beckfield, seconded by Supervisor Wilkie. File No. 21-22/073: Resolution amending the library allocation in the annual budget resolution. Administrator Schauf provided background on the resolution. All in favor.

The meeting was adjourned at 4:20 p.m.

Respectfully submitted by,

Samantha Kraegenbrink
Assistant to the County Administrator



MINUTES
Eau Claire County
Committee on Administration
Tuesday, December 7, 2021 at 6:30 p.m.
Virtual Meeting

Present: Nick Smiar, Colleen Bates, Mark Beckfield, Gerald Wilkie, Nancy Coffey

Others: Kathryn Schauf

Call to Order and confirmation of meeting notice

Chair Smiar called the meeting to order at 6:30 p.m.

Roll Call

Verbal roll call was taken and is listed above under present.

Public Comment

No members of the public wished to make comment.

Appointment of Nathan Otto to various committees

Motion by Supervisor Wilkie, seconded by Supervisor Coffey to appoint Nathan Otto to the following committees:

- Highway Committee
- Highway Building Committee
- Local Emergency Planning Committee
- Chippewa Valley Innovation Center
- Seven Mile Creek Landfill Committee

All in favor, motion carried.

The meeting was adjourned at 6:34 p.m.

Respectfully submitted by,

Kathryn Schauf – County Administrator

FACT SHEET

TO FILE NO. 21-22/053

This ordinance creates standards for shelter, tethering, and transportation of domestic animals. Specifically with regards to tethering, the tether shall be a minimum of 10 feet in length and shall allow the animal to reach food, water, and shelter. With regard to shelter, the primary shelter must provide protection from wind, rain and snow and provide shade. With regard to transportation, proper restraint must be utilized during travel and an animal cannot be left unattended during extreme weather.

Fiscal Impact: \$0.00

Respectfully Submitted,

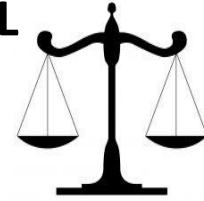
Missy Christopherson
Supervisor, District 29



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CORPORATION COUNSEL

Timothy J. Sullivan

September 16, 2021

TO: COMMITTEE ON ADMINISTRATION:

FROM: TIMOTHY SULLIVAN

Question: Should the Humane Officer have citation authority under the proposed ordinance creating Chapter 8.30 of the county code?

Currently, Eau Claire County, consistent with Wisconsin Statutes Chapter 173 contracts with the Eau Claire County Humane Association, Inc., to provide a humane officer for Eau Claire County. Among other things under this agreement, the Human Officer is vested with *“the powers of a police officer or constable within Eau Claire County for the purpose of carrying out the duties including: “A. Enforcement of Wis. Stats. §95.21 (rabies control); chapter 174 and Chapter 951 in the county.”*

Wisconsin Statutes Chapter 951, “Crimes Against Animals” includes such offenses as: Providing Proper Food and Drink to Confined Animals (§951.13); Mistreating Animals (§951.14); Abandoning Animals (§951.15) which are the same or similar to the offenses proposed in the Ordinance 21-22/053. Therefore, it would be my opinion that the Humane Officer under the services agreement with Eau Claire County would have authority to issue citations under the proposed section 8.30.020.

If the Committee intends to grant citation authority to the Humane Officer then I would recommend that a member of the Committee on Administration move to amend File No. 21-22/053, Section 8.30.020, Line 42 so that it would read:

“ . . . located within Eau Claire County or by the local health officer, or his or her designee, or the county humane officer.”

Timothy J. Sullivan
Corporation Counsel

CC: Kathryn Schauf, Administrator
Supervisor Christopherson, District 29

2
3 TO AMEND SECTION 1.50.020 OF THE CODE: SCHEDULE OF DEPOSITS; TO CREATE
4 CHAPTER 8.30 OF THE CODE: STANDARDS FOR THE CARE OF DOMESTIC ANIMALS
5

6 The County Board of Supervisors of the County of Eau Claire does ordain as follows:
7

8 SECTION 1. That Section 1.50.020 of the code be amended to read:
9

10 8.30.050 Standards for the Care of Domestic Animals-penalty 500.00
11

12 SECTION 2. That Chapter 8.30 of the code be created to read:
13

14 CHAPTER 8.30

15
16
17 STANDARDS FOR THE CARE OF DOMESTIC ANIMALS
18

19 Sections:
20

- 21
- 22 8.30.010 Purpose.
- 23 8.30.020 Jurisdiction and enforcement.
- 24 8.30.030 Definitions.
- 25 8.30.040 Violations.
- 26 8.30.050 Penalty.
27
28

29 8.30.010 Purpose. The purpose of this Chapter is to promote the health, safety, and
30 general welfare of domestic animals by requiring that animals be tended to in a manner that they
31 are properly fed, provided adequate water and shelter, and properly cared for, and to provide
32 appropriate forfeiture for owners who neglect, abuse, or refuse to provide adequate care and
33 supervision for animals in their custody. This Chapter adopts the provisions of Wis. Stat.
34 §§951.01- 951.15 by reference.
35

36 8.30.020 Jurisdiction and Enforcement. The ordinance codified in this chapter shall be
37 effective and enforceable in all areas of Eau Claire County except where municipalities have
38 enacted legislation for the standards and care of domestic animals which is more restrictive than
39 this ordinance.

40 Enforcement. Consistent with Wis. Stat. §173.07(4m) provisions of this chapter shall be
41 enforced by a law enforcement officer lawfully employed by any law enforcement agency
42 located within Eau Claire County or by the local health officer or his or her designee, or the
43 county humane officer.
44

45 8.30.030 Definitions.

46 A. "Caretaker" means a person or persons responsible for the care and safety of the
47 animal and may include the owner of the animal or an individual who is not the owner and
48 resides within the same residence as the animal and who has assumed responsibility for the care

1 of the animal; or an individual, a kennel or business who is caring for the animal in the absence
2 of the owner and who violates the provisions of this ordinance.

3 B. "Animal" for purposes of this chapter "animal" is generally considered to be a
4 warm-blooded animal, including a domesticated dog or cat, and may include other domesticated
5 animals, but does not include livestock or farm animals that are raised and used primarily for
6 food, fiber or other recognized farm or livestock purposes, or wild animals that are not otherwise
7 domesticated.

8 C. "Abuse" shall mean to intentionally beat, strike, torment, frighten, purposefully
9 injure, or physically harm or mutilate an animal in a manner that causes the animal to suffer
10 severe pain or injury, and includes torturing an animal which includes any action that inflicts
11 extreme physical pain or injury on an animal through acts of abuse, by purposeful electrocution,
12 freezing, heating, poisoning, or shooting at animal; in addition abuse can be caused by
13 purposefully exposing an animal to dangerous situations including dangerous chemicals, other
14 dangerous or infected animals, instigating animal fights. Knowingly or unknowingly leaving an
15 animal exposed to extreme weather conditions such that it may cause injury or death for that
16 species and breed of animal.

17 D. "Neglect" shall include the failure of the custodian or owner of the animal to
18 provide proper care for the animal by failing to provide nutritious food, shelter, clean water,
19 grooming and care for the animal, and shall include, but not be limited to: leaving an animal
20 exposed to the elements either in an enclosure or tethered for extended periods of time, failing to
21 provide adequate food and clean water for the animal, failure to attend to sores, injuries, or
22 illness of the animal, failure to properly groom the animal so as to allow matting or burrs in the
23 animal's fur, or allowing nails to grow to where they are overturned. Neglect also includes the
24 failure to provide adequate care to protect the animal from disease and illness by failing to have
25 the animal properly vaccinated or failing to seek care from a veterinarian for an animal that is
26 sick or injured.

27 E. "Tethering" is the act of attaching an animal to a fixed object or building by
28 means of a rope, chain, cable, leash, or other means. Tethering is not permitted as a means of
29 permanent confinement and shall not be done when the animal is unattended by its caretaker or
30 in a manner that leads to abuse, neglect, or cruelty to the animal.

31 F. "Shelter" is a man-made structure that provides an animal protection from the
32 elements including the sun, wind, cold, rain or snow.

33 G. "Collar" is a piece of fabric, leather, or other material placed around an animal's
34 neck for the purpose of providing a place to attach a tether, licenses, or other identifying
35 information about the animal.

36
37 8.30.040 Violations. In addition to the violations listed in Wis. Stats. §§951.01-951.15, it
38 shall be a violation of this ordinance to commit an act that is contrary to the following:

39 A. Tethers and leashes permitted. Tethers and leashes are permitted where animals
40 are required to be on a leash or tethered in areas that include but not limited to public places or
41 businesses, parks, campgrounds, etc., or places where animals are required to be on a tether or
42 leash and in the direct control of its owner and the tether or leash is necessary for compliance
43 with local ordinances, rules, or regulations and where a tether is necessary to prevent the animal
44 from injuring itself, other persons, or animals. Tethers attached to a fixed object shall be at least
45 10 feet in length and shall allow the animal to reach food, continuous water in a secured
46 container, and shelter. Tethers shall be made of material and be of a weight that it will not injure,
47 or unnecessarily burden the animal because of the size or weight of the tether in comparison to
48 the size and weight of the animal; and shall be attached to the animal in a manner that allows the
49 owner sufficient control of the animal but does not harm the animal. Pinch, prong, or choke

1 collars are prohibited for tethering to a fixed object. No animal shall be tethered outside during
2 extreme weather conditions.

3 B. Shelter. Free standing shelters must meet the following minimum standards:
4 Shelters must be windproof with no gaps that allow light or wind in and that are waterproof.
5 They must be built in such a manner to create adequate drainage around the shelter to prevent
6 standing water or ice to accumulate around the perimeter of the shelter. The floor of the shelter
7 should be at least 2 inches off the ground with a protected, unimpeded entrance that allows
8 unimpeded access to and from the shelter and is positioned in such a way to limit the wind,
9 snow, or rain from blowing into the shelter. The shelter must contain sufficient space to allow the
10 animal to sit, stand, turn around and lie down, but be of a size to allow the animal to retain or
11 dissipate body heat that is appropriate for the animals age, breed, health, and physical condition.
12 Shelters must have a solid non-metal floor. Shelter must be kept clean dry and have a layer of
13 straw or other nonabsorbent material. Interior surfaces that cannot be cleaned and sanitized must
14 be replaced when worn or soiled. The shelter itself cannot be used as the animal's only
15 protection from the sun. If the animal is confined in a fenced or kennel enclosure, the enclosure
16 must be a minimum of 100 square feet per animal if the animal is 20 pounds or less; and a
17 minimum of 200 square feet if the animal is more than 20 pounds.

18 C. Collars. Collars shall be made of leather or nylon or other similar material, made
19 from a non-metal, non-self-tightening material with a buckle or snap. Collars must fit with no
20 signs of choking or injury to the animal.

21 D. Transportation. No person may transport an animal on public roads in the bed of a
22 truck without the animal being properly restrained or placed in a crate. No person may leave an
23 animal unattended in a vehicle in conditions that endanger the health or safety of an animal due
24 to excessive heat or cold, lack of ventilation, lack of water, or other conditions that could cause
25 suffering, injury, or death to the animal.

26 E. To commit acts of abuse or neglect on an animal as defined by this chapter.
27

28 8.30.050 Penalty. Any person who violates or refuses to comply with the provisions of
29 this chapter shall be subject to forfeiture of not less than \$100 and not more than \$500. Each day
30 a violation exists shall be considered a new and separate offense.
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34

35 I hereby certify that the foregoing
36 correctly represents the action of the
37 Committee on _____ on
38 September ____, 2021, by a vote
39 of ____ for, and ____ against.
40

41
42 _____
43 Nick Smiar, Chair
44 Committee on Administration
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2

FACT SHEET

TO FILE NO. 21-22/076, 21-22/077 & 21-22/078

The resolutions 21-22/076 and 21-22/077 and 21-22/078 are related to a settlement of a number of defendants in the national opioid litigation. File No 21-22/076 authorizes Eau Claire County to enter into a settlement agreement with McKesson Corporation, Cardinal Health Inc. Amerisourcebergen Corporation, Jonson & Johnson, Jansen Pharmaceuticals and Jansen Pharmaceutica Inc., and authorize the County Administrator to enter into the terms of the Memorandum of Understanding (MOU) with the Attorney General. File No 21-22/077 Authorizes the County Administrator to enter into a MOU with the local governments to allocate the proceeds of the settlement agreement. File

Eau Claire County, by means of Eau Claire County Resolution No. 17-18/071, became part of a group of Wisconsin Counties that brought suit against the manufacturers and distributors of opioids in response to the opioid epidemic. Subsequently counties, states, and municipalities from the across the country joined in the opioid litigation, with the cases being combined in the federal courts. As part of the litigation the State of Wisconsin did pass legislation regarding settlements in Wisconsin, regulating that any settlements would be split 70% to participating local governments with the remaining 30% to the State.

The dollar amount for this settlement totals approximately a 26 billion dollars. The distributors will pay approximately 21 billion dollars over 18 years and Johnson and Johnson (Jansen) will pay approximately 9 billion dollars over no more than 9 years. The terms of the settlement require that at least 85% of the settlement proceeds must be used for the abatement of the opioid epidemic those potential uses are set forth in Exhibit E of the settlement agreement. Wisconsin as a whole will receive approximately 402 million dollars, with approximately 282 million going to local governments. Eau Claire County is estimated to receive \$3,314,731.87 spread out over 18 years. The first year (2022) the counties will receive two payments, and then payments will be made annually after that. This amount will be reduced by attorney fees which have yet to be determined but will not exceed 25% of the settlement amount. Money will be placed in escrow at the state level. However, the law firms are able to apply to a national clearinghouse created as part of the settlement for the payment of attorney fees. Any amounts received from that clearing house will reduce the amount of fees charged to the state and local governments.

As part of this settlement and in addition the payment of the above mentioned amounts, the defendants have agreed to the following: A groundbreaking clearing house will established through which the Distributors will be required to account for their own shipments, as well as the shipments of the other distributors, in order to detect, stop and report suspicious opioid orders. Johnson and Johnson (J&J) which no longer markets or sells opioids will not market or sell opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for a period of ten years. J&J has also agreed to make the clinical trial data for its discontinued opioids available for medical research.

In order for the amounts to be realized in the State of Wisconsin and all Wisconsin counties and municipalities must approve the MOU's and settlement prior to January 2, 2022. Failure to do so will reduce the amount paid to the state as a whole, and consistent with an order from the court will require the counties not willing to settle to proceed on their own. If This would require recreating all of the work product that has been created over the past 4-5 years to be created in a period of 2-3 months. Legal counsel is recommending that all counties participate in the settlement agreement.

You have three resolutions for consideration. Resolution 21-22/076 authorizes the county to enter into a settlement agreement with the defendants listed above and to establish an account for opioid funds at the county level and authorizes an escrow agent at the state level to open an escrow account for attorneys' fees and deposit up to 25% of the settlement amount into that account. Resolution 21-22/077 is a resolution authorizing the County Administrator to enter into a memorandum of understanding with the local governments. The MOU establishes the percentages to be received by the local governments as listed in Exhibit A. Resolution 21-22/078 authorizes the County Administrator to enter into a Memorandum of Understanding with the state to effectuate the terms of the settlement.

Fiscal Impact: \$0.00

Respectfully Submitted,

Timothy J. Sullivan
Corporation Counsel

EXHIBIT E

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARF*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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AUTHORIZING EAU CLAIRE COUNTY TO ENTER INTO SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICA, INC., AGREE TO THE TERMS OF THE MOU ALLOCATE SETTLEMENT PROCEEDS, AND AUTHORIZE ENTRY INTO THE MOU WITH THE ATTORNEY GENERAL

WHEREAS, in Resolution No. 161-036, the Eau Claire County Board of Supervisors 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; and,

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

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"); and

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

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; and

WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, 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; and

WHEREAS, copies of the Distributors Settlement Agreement and Janssen Settlement Agreement (collectively "Settlement agreements") representing the terms of the tentative settlement agreements with the Settling Defendants have been provided with this Resolution; and

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; and

1 WHEREAS, the County is a Participating Subdivision in the Settlement agreements
2 and has the opportunity to participate in the benefits associated with the Settlement
3 Agreement provided the County (a) approves the Settlement agreements; (b) approves the
4 Memorandum of Understanding allocating proceeds from the Settlement agreements among
5 the various Wisconsin Participating Subdivisions, a copy of which is attached to this
6 Resolution (the "Allocation MOU"); (c) approves the Memorandum of Understanding with
7 the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which
8 is attached to this Resolution (the "AG MOU"); and (d) the Legislature's Joint Committee on
9 Finance approves the terms of the Settlement agreements and the AG MOU; and

10
11 WHEREAS, 2021 Wisconsin Act 57 created Wis. Stat. § 165.12 relating to the
12 settlement of all or part of the Litigation; and

13
14 WHEREAS, pursuant to Wis. Stat. § 165.12(2), the Legislature's Joint Committee on
15 Finance is required to approve the Settlement agreements and the AG MOU; and

16
17 WHEREAS, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of
18 all or part of the Litigation are distributed 70% to local governments in Wisconsin that are
19 parties to the Litigation and 30% to the State; and

20
21 WHEREAS, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement
22 Agreement must be deposited in a segregated account (the "Opioid Abatement Account") and
23 may be expended only for approved uses for opioid abatement as provided in the Settlement
24 agreements; and

25
26 WHEREAS, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government
27 against the Opioid Defendants filed after June 1, 2021; and

28
29 WHEREAS, the definition of Participating Subdivisions in the Settlement agreements
30 recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a
31 result, the only Participating Subdivisions in Wisconsin are those counties and municipalities
32 that were parties to the Litigation (or otherwise actively litigating a claim against one, some,
33 or all of the Opioid Defendants) as of June 1, 2021; and

34
35 WHEREAS, the Legislature's Joint Committee on Finance is not statutorily
36 authorized or required to approve the allocation of proceeds of the Settlement agreements
37 among Wisconsin Participating Subdivisions; and

38
39 WHEREAS, the Law Firms have engaged in extensive discussions with counsel for
40 all other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU,
41 which is an agreement between all of the entities identified in the Allocation MOU as to how
42 the proceeds payable to those entities under the Settlement agreements will be allocated; and

43
44 WHEREAS, there is provided with this Resolution a summary of the essential terms
45 of the Settlement agreements, the deadlines related to the effective dates of the Settlement
46 agreements, the ramifications associated with the County's refusal to enter into the Settlement
47 agreements, the form of the Allocation MOU, the form of the AG MOU, and an overview of
48 the process for finalizing the Settlement agreements; and

1 WHEREAS, the County, by this Resolution, shall establish the Opioid Abatement
2 Account for the receipt of the proceeds of the Settlement agreements consistent with the
3 terms of this Resolution; and
4

5 WHEREAS, the County's Opioid Abatement Account shall be separate from the
6 County's general fund, shall not be commingled with any other County funds, and shall be
7 dedicated to funding opioid abatement measures as provided in the Settlement agreements;
8 and
9

10 WHEREAS, pursuant to the County's engagement agreement with the Law Firms, the
11 County shall pay up to an amount equal to 25% of the proceeds from successful resolution of
12 all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms'
13 costs and disbursements, to the Law Firms as compensation for the Law Firms' efforts in the
14 Litigation and any settlement; and
15

16 WHEREAS, the Law Firms anticipate making application to the national fee fund
17 established in the Settlement agreements seeking payment, in whole or part, of the fees,
18 costs, and disbursements owed the Law Firms pursuant to the engagement agreement with
19 the County; and
20

21 WHEREAS, it is anticipated the amount of any award from the fee fund established in
22 the Settlement agreements will be insufficient to satisfy the County's obligations under the
23 engagement agreement with the Law Firms; and
24

25 WHEREAS, the County, by this Resolution, and pursuant to the authority granted the
26 County in the applicable Order emanating from the Litigation in relation to the Settlement
27 agreements and payment of attorney fees, shall execute an Escrow Agreement, which shall
28 among other things direct the escrow agent responsible for the receipt and distribution of the
29 proceeds from the Settlement agreements to establish an account for the purpose of
30 segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the
31 County (the "Attorney Fees Account") in order to fund a state-level "backstop" for payment
32 of the fees, costs, and disbursements of the Law Firms; and
33

34 WHEREAS, in no event shall payments to the Law Firms out of the Attorney Fees
35 Account and the fee fund established in the Settlement agreements exceed an amount equal
36 to 25% of the amounts allocated to the County in the Allocation MOU; and
37

38 WHEREAS, the intent of this Resolution is to authorize the County to enter into the
39 Settlement agreements, the Allocation MOU, and the AG MOU, establish the County's
40 Opioid Abatement Account, and establish the Attorney Fees Account; and
41

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

1
2 NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby
3 approves:

4
5 1. The execution of the Distributors Settlement Agreement and any and all documents
6 ancillary thereto and authorizes the Board Chair to execute same.

7
8 2. The execution of the Janssen Settlement Agreement and any and all documents
9 ancillary thereto and authorizes the Board Chair to execute same.

10
11 3. The final negotiation and execution of the Allocation MOU in form substantially
12 similar to that presented with this Resolution and any and all documents ancillary thereto and
13 authorizes the Board Chair to execute same upon finalization provided the percentage share
14 identified as allocated to the County is substantially similar to that identified in the
15 Allocation MOU provided to the Board with this Resolution.

16
17 4. The final negotiation and execution of the AG MOU in form substantially similar to
18 that presented with this Resolution and any and all documents ancillary thereto and
19 authorizes the Board Chair to execute same.

20
21 5. The corporation counsel's negotiation and execution of the Escrow Agreement for the
22 receipt and disbursement of the proceeds of the Settlement agreements as referenced in the
23 Allocation MOU.

24
25 BE IT FURTHER RESOLVED, that the County hereby establishes an account
26 separate and distinct from the County's general fund which shall be titled "Opioid Abatement
27 Account." All proceeds from the Settlement agreements not otherwise directed to the
28 Attorney Fees Account established under the Escrow Agreement shall be deposited in the
29 Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent
30 with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement agreements.

31
32 BE IT FURTHER RESOLVED, that the County hereby authorizes the escrow agent
33 under the Escrow Agreement to establish an account separate and distinct from any account
34 containing funds allocated or allocable to the County which shall be referred to by the
35 County as the "Attorney Fees Account." The escrow agent shall deposit a sum equal to up to,
36 but in no event exceeding, an amount equal to 25% of the County's proceeds from the
37 Settlement agreements into the Attorney Fees Account. If the payments to the County are not
38 enough to fully fund the Attorney Fees Account as provided herein because such payments
39 are made over time, the Attorney Fees Account shall be funded by placing up to, but in no
40 event exceeding, an amount equal to 25% of a Local Government's allocated share in the
41 Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be
42 utilized to pay the fees, costs, and disbursements owed the Law Firms pursuant to the
43 engagement agreement between the County and the Law Firms provided, however, the Law
44 Firms shall receive no more than 25% of the proceeds of the Settlement agreements when
45 considering the amounts paid the Law Firms from the fee fund established in the Settlement
46 agreements and allocable to the County. The Law Firms may make application for payment
47 from the Attorney Fees Account at any time and the County shall cooperate with the Law
48 Firms in executing any documents necessary for the escrow agent to make payments out of
49 the Attorney Fees Account.

1 BE IT FURTHER RESOLVED, that all actions heretofore taken by the Board of
2 Supervisors and other appropriate public officers and agents of the County with respect to the
3 matters contemplated under this Resolution are hereby ratified, confirmed and approved.
4

5
6 I hereby certify that the foregoing
7 correctly represents the action of the
8 Committee on Finance and Budget on
9 _____, 2021, by a vote of
10 _____ for, and _____ against.

11
12 _____
13 Nick Smiar, Chair
14 Committee on Administration
15

2
3 AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN MEMORANDUM
4 OF UNDERSTANDING (MOU) TO EFFECTUATE THE TERMS OF THE SETTLEMENT
5 AGREEMENTS AND ALLOCATE THE PROCEEDS OF THE SETTLEMENT
6 AGREEMENTS TO EACH OF THE LOCAL GOVERNMENTS IN PERCENTAGES
7

8 WHEREAS, the people of the State of Wisconsin ("State") and its communities have
9 been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities that
10 engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing
11 of an opioid analgesic, including but not limited to those persons or entities identified as
12 Defendants in the matter captioned In re: Opioid Litigation, MDL 2804 pending in the United
13 States District Court for the Northern District of Ohio ("Litigation"); and
14

15 WHEREAS, certain Wisconsin local governments identified on the attached Exhibit A
16 ("Local Governments"), through their counsel, are separately engaged in litigation and settlement
17 discussions seeking to hold the Defendants in the Litigation accountable for the damage caused
18 by their misfeasance, nonfeasance and malfeasance; and
19

20 WHEREAS, the Local Governments share a common desire to abate and alleviate the
21 impacts of the misfeasance, nonfeasance and malfeasance described above throughout the State
22 of Wisconsin and in its local communities; and
23

24 WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health,
25 Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc.,
26 Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. ("Settling
27 Defendants") resulted in a tentative agreement as to settlement terms ("Settlement Agreements")
28 pending agreement from the State of Wisconsin, the Local Governments and other plaintiffs
29 involved in the Litigation; and
30

31 WHEREAS, the Settlement Agreements provide, among other things, for the payment of
32 certain sums to Participating Subdivisions (as defined in the Settlement Agreements) upon the
33 occurrence of certain events detailed in the Settlement Agreements; and
34

35 WHEREAS, while the Local Governments recognize that the sums which may be
36 available from the aforementioned litigation will likely be insufficient to fully abate the public
37 health crisis caused by the Opioid epidemic, they share a common interest in dedicating the most
38 resources possible to the abatement effort; and
39

40 WHEREAS, the Local Governments intend this Local Government Memorandum of
41 Understanding ("MOU") to effectuate the terms of the Settlement Agreements and allocate the
42 proceeds of the Settlement Agreements to each of the Local Governments in percentages
43 substantially similar to those identified on the attached Exhibit A.

1 NOW, THEREFORE, the Local Governments enter into this MOU upon the terms
2 described herein.

3
4 1. The Local Governments shall in good faith cooperate and negotiate with the State
5 to identify an appropriate escrow agent ("Escrow Agent") and, thereafter, prepare an Escrow
6 Agreement relating to the receipt and distribution of the proceeds payable to the State and the
7 Local Governments under the Settlement Agreements ("Opioid Funds") consistent with the terms
8 of the MOU between the State and the Local Governments and otherwise consistent with this
9 MOU. The Escrow Agreement shall govern the Escrow Agent's receipt and distribution of all
10 Opioid Funds.

11
12 2. The Escrow Agreement shall authorize the escrow agent to establish an account
13 separate and distinct from any account containing funds allocated or allocable to a Local
14 Government which shall be referred to herein as the "Attorney Fees Account." Pursuant to Wis.
15 Stat. § 165.12(6) a sum up to but in no event exceeding an amount equal to 25% of the Local
16 Government's proceeds from the Settlement Agreements shall be deposited into the Attorney
17 Fees Account, which shall be reduced by any amounts attributable to the Local Government
18 received at the national attorneys' fees fund created by the Settlement Agreements. If the
19 payments to the Local Government are not enough to fully fund the Attorney Fees Account as
20 provided herein because such payments are made over time, the Attorney Fees Account shall be
21 funded by placing up to, but in no event exceeding, an amount equal to 25% of a Local
22 Government's allocated share in the Attorney Fees Account for each payment and placing the
23 remaining 75% in the Local Government's segregated Opioid Abatement Account that may be
24 expended only for approved uses for opioid abatement as provided in the Settlement Agreements
25 and supporting Memorandums of Understanding. Funds in the Attorney Fees Account shall be
26 utilized to pay the fees, costs, and disbursements of counsel to a Local Government, which
27 amounts shall be up to, but in no event exceeding, 25% of the proceeds of the Settlement
28 Agreements. The Attorney Fees Account shall be further split according to the allocation
29 percentages set forth on Exhibit A and counsel shall make application, and receive payment, only
30 on the allocations within the Attorney Fees Account attributable to its clients. Any amounts paid
31 counsel from the national fee fund established in the Settlement Agreements and allocable to the
32 Local Government will be deducted from the Attorneys' Fees Account so that no counsel to the
33 Local Government may recover more than their fee contract with the Local Government. Any
34 reduction in the Attorney Fee Fund's amount for each county as a result of a payment from the
35 national attorneys' fee fund shall be returned to the Local Government by the escrow agent.
36 Counsel may make application for payment from the Attorney Fees Account at any time and the
37 Local Governments shall cooperate with counsel in executing any documents necessary for the
38 escrow agent to make payments out of the Attorney Fees Account.

39
40 3. Opioid Funds shall not be considered funds of the Local Government unless and
41 until such time as an allocation is made to the Local Government following funding of the
42 Attorney Fees Account as provided in Paragraphs 2 above.

43
44 4. The Escrow Agreement shall allocate Opioid Funds as follows: (i) 30% to the
45 State of Wisconsin ("State Share"); and (ii) 70% to Local Governments ("LG Share").

46
47 5. The LG Share shall be paid to each Local Government by the Escrow Agent
48 based on the allocation created and agreed to by the Local Governments and attached hereto as
49 Exhibit A, which assigns each Local Government a percentage share of the LG Share, less any

1 applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced in Paragraph 2
2 above.

3
4 6. Nothing in this MOU is intended to alter or change any Local Government's right
5 to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt
6 and expenditure of Opioid Funds.

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

9
10 NOW, THEREFORE BE IT FURTHER RESOLVED, that the Eau Claire County Board
11 of Supervisors Authorizes the Eau Claire County Administrator to enter into this MOU and
12 execute it as needed.

13
14 IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth
15 below.

16
17
18
19 I hereby certify that the foregoing
20 correctly represents the action of the
21 Committee on Finance and Budget on
22 _____, 2021, by a vote of
23 _____ for, and _____ against.

24
25
26 _____
27 Nick Smiar, Chair
28 Committee on Administration
29

EXHIBIT A

Allocation of Proceeds Among the Local Governments

The following chart is agreed upon by and between the Local Governments identified below as representing the allocation of proceeds from the Settlement Agreements following (a) allocation to the Local Governments; and (b) allocation to the Attorney Fee Fund. The Local Governments shall cooperate with one another and the State in the negotiation and execution of an Escrow Agreement to effectuate the terms of the State-Local Government MOU, the Local Government MOU and the allocation set forth below. **The dollar figures below are estimates based upon full participation and qualification under the Settlement Agreements. The figures will be calculated consistent with the Settlement Agreements.**

Estimated Full Participation Total Cash Value to Wisconsin (Big 3 +		\$ 402,168,925.80
Local Government Percentage		70%
Estimated Amount to Local Government		\$ 281,518,248.06

J&J)

Local Government Type	Wisconsin Litigating Local Government	Allocation Percentage	Estimated Amount to Litigating LG
County	Adams County	0.327%	\$920,857.75
County	Ashland County	0.225%	\$632,683.94
County	Barron County	0.478%	\$1,344,657.56
County	Bayfield County	0.124%	\$348,803.41
County	Brown County	2.900%	\$8,164,847.97
County	Buffalo County	0.126%	\$354,625.52
County	Burnett County	0.224%	\$629,898.53
County	Calumet County	0.386%	\$1,085,573.38
County	Chippewa County	0.696%	\$1,960,377.77
County	Clark County	0.261%	\$735,869.43
County	Columbia County	1.076%	\$3,027,919.34
County	Crawford County	0.195%	\$549,582.65
County	Dane County	8.248%	\$23,220,547.57
County	Dodge County	1.302%	\$3,665,587.68
County	Door County	0.282%	\$794,488.51
County	Douglas County	0.554%	\$1,559,112.49
City	Superior County	0.089%	\$250,362.65
County	Dunn County	0.442%	\$1,245,283.66
County	Eau Claire County	1.177%	\$3,314,731.87
County	Florence County	0.053%	\$149,825.25
County	Fond Du Lac County	1.196%	\$3,367,738.26
County	Forest County	0.127%	\$356,238.12
County	Grant County	0.498%	\$1,400,826.32
County	Green County	0.466%	\$1,313,012.89

County	Green Lake County	0.280%	\$788,436.02
County	Iowa County	0.279%	\$784,771.02
County	Iron County	0.061%	\$172,904.29
County	Jackson County	0.236%	\$663,323.35
County	Jefferson County	1.051%	\$2,959,875.98
County	Juneau County	0.438%	\$1,232,571.35
County	Kenosha County	3.712%	\$10,448,562.62
City	Kenosha	0.484%	\$1,362,915.84
City	Pleasant Prairie	0.059%	\$166,668.88
County	Kewaunee County	0.156%	\$439,004.32
County	La Crosse County	1.649%	\$4,641,001.59
County	Lafayette County	0.134%	\$378,207.19
County	Langlade County	0.312%	\$879,642.19
County	Lincoln County	0.350%	\$984,084.26
County	Manitowoc County	1.403%	\$3,948,777.09
County	Marathon County	1.259%	\$3,543,763.04
County	Marinette County	0.503%	\$1,416,659.12
City	Marinette	0.032%	\$90,081.84
County	Marquette County	0.246%	\$693,899.93
County	Menominee County	0.080%	\$224,716.94
County	Milwaukee County	25.220%	\$71,000,000.00
City	Cudahy	0.087%	\$243,615.24
City	Franklin	0.155%	\$434,997.99
City	Greenfield	0.163%	\$458,534.05
City	Milwaukee	7.815%	\$22,000,000.00
City	Oak Creek	0.166%	\$466,459.26
City	South Milwaukee	0.096%	\$269,776.41
City	Wauwatosa	0.309%	\$870,694.67
City	West Allis	0.378%	\$1,064,393.09
County	Monroe County	0.655%	\$1,844,626.56
County	Oconto County	0.336%	\$945,758.82
County	Oneida County	0.526%	\$1,481,854.26
County	Outagamie County	1.836%	\$5,168,112.55
County	Ozaukee County	1.036%	\$2,959,875.98
County	Pepin County	0.055%	\$155,731.14
County	Pierce County	0.387%	\$1,090,097.04
County	Portage County	0.729%	\$2,051,646.77
County	Price County	0.149%	\$418,982.95
County	Racine County	3.208%	\$9,032,259.53

City	Mount Pleasant	0.117%	\$328,726.36
City	Sturtevant	0.018%	\$51,024.75
City	Union Grove	0.007%	\$20,391.93
City	Yorkville Town	0.002%	\$5,789.19
County	Richland County	0.218%	\$613,039.53
County	Rock County	2.947%	\$8,296,997.44
County	Rusk County	0.159%	\$446,480.93
County	Sauk County	1.226%	\$3,452,494.04
Countv	Sawyer County	0.258%	\$726,277.60
County	Shawano County	0.418%	\$1,177,533.50
County	Sheboygan County	1.410%	\$ 3,968,065.47
County	St Croix County	0.829%	\$2,334,940.90
County	Taylor County	0.159%	\$446,606.58
County	Trempealeau County	0.320%	\$900,061.49
County	Vernon County	0.322%	\$907,265.83
County	Vilas County	0.468%	\$1,317.892.57
County	Walworth County	1.573%	\$4,428,578.12
County	Washburn County	0.185%	\$ 520.869.98
Countv	Washington County	1.991%	\$5,606,362.93
County	Waukesha County	6.035%	\$16,990,548.02
County	Waupaca County	0.606%	\$1,706,110.45
County	Waushara County	0.231%	\$649,836.14
County	Winnebago County	2.176%	\$6,126,478.97
County	Wood County	0.842%	\$2,369,203.43

2
3 AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN MEMORANDUM
4 OF UNDERSTANDING (MOU) TO EFFECTUATE THE TERMS OF THE SETTLEMENT
5 AGREEMENTS IN A MANNER CONSISTENT WITH
6 WIS. STAT. § 165.12(2)
7

8 WHEREAS, the people of the State of Wisconsin ("State") and its communities have
9 been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities
10 that engage in or have engaged in the manufacture, marketing, promotion, distribution or
11 dispensing of an opioid analgesic, including but not limited to those persons or entities
12 identified as Defendants in the matter captioned In re: Opioid Litigation, MDL 2804 pending
13 in the United States District Court for the Northern District of Ohio ("Litigation"); and
14

15 WHEREAS, certain Wisconsin local governments identified on the attached Exhibit A
16 ("Local Governments"), through their counsel, and the State of Wisconsin, through its
17 Attorney General, are separately engaged in litigation and settlement discussions seeking to
18 hold the Defendants in the Litigation accountable for the damage caused by their
19 misfeasance, nonfeasance and malfeasance; and
20

21 WHEREAS, the State of Wisconsin and the Local Governments share a common
22 desire to abate and alleviate the impacts of the misfeasance, nonfeasance and malfeasance
23 described above throughout the State of Wisconsin and in its local communities; and
24

25 WHEREAS, the settlement discussions with McKesson Corporation, Cardinal Health,
26 Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc.,
27 Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. ("Settling
28 Defendants") resulted in a tentative agreement as to settlement terms ("Settlement
29 Agreements") pending agreement from the State of Wisconsin, the Local Governments
30 and other plaintiffs involved in the Litigation; and
31

32 WHEREAS, the Settlement Agreements provide, among other things, for the
33 payment of certain sums to Participating Subdivisions (as defined in the Settlement
34 Agreements) upon the occurrence of certain events detailed in the Settlement Agreements;
35 and
36

37 WHEREAS, while the Local Governments and the State recognize that the sums
38 which may be available from the aforementioned litigation will likely be insufficient to fully
39 abate the public health crisis caused by the Opioid epidemic, they share a common
40 interest in dedicating the most resources possible to the abatement effort; and
41

42 WHEREAS, the State and the Local Governments intend this Memorandum of
43 Understanding ("MOU") to effectuate the terms of the Settlement Agreements in a manner
44 consistent with Wis. Stat. § 165.12(2).
45

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

1 Settlement Proceeds

2
3 1. The State and the Local Governments shall in good faith negotiate to
4 identify an appropriate escrow agent ("Escrow Agent") and, thereafter, prepare an Escrow
5 Agreement relating to the receipt and distribution of the proceeds payable to the State and
6 the Local Governments under the Settlement Agreements ("Opioid Funds") consistent
7 with the terms of this MOU. The Escrow Agreement shall govern the Escrow Agent's
8 receipt and distribution of all Opioid Funds.

9
10 2. Opioid Funds shall not be considered funds of the State or any Local
11 Government unless and until such time as an allocation is made to the State or any Local
12 Government pursuant to Paragraphs 3 and 5 of this Section.

13
14 3. The Escrow Agreement shall allocate Opioid Funds as follows: (i) 30% to
15 the State of Wisconsin ("State Share"); and (ii) 70% to Local Governments ("LG Share").

16
17 4. Except for Opioid Funds expended in payment of attorney fees as provided in
18 Wis. Stat. § 165.12(6), all Opioid Funds, regardless of allocation, shall be utilized only for
19 purposes identified as approved uses for abatement in the Settlement Agreements.

20
21 5. The LG Share shall be paid to each Local Government by the Escrow Agent
22 based on the allocation created and agreed to by the Local Governments which assigns each
23 Local Government a percentage share of the LG Share, less any applicable attorney fees as
24 authorized under Wis. Stat. § 165.12(6) and referenced above.

25
26 6. Nothing in this MOU is intended to alter or change any Local Government's
27 right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the
28 receipt and expenditure of Opioid Funds.

29
30 7. Notwithstanding any limitations or characterization of funds herein to
31 the contrary, any payments for attorney's fees and expenses may be applied only to the
32 LG Share or any Local Government share of the LG Share. The State shall have no
33 responsibility for payment of attorneys' fees or litigation expenses.

34
35 8. This MOU may be executed in counterparts. Electronic signatures shall in
36 all respects be considered valid and binding.

37
38 **NOW, THEREFORE BE IT FURTHER RESOLVED**, that the Eau Claire
39 County Board of Supervisors Authorizes the Eau Claire County Administrator to enter into
40 this MOU and execute it as needed.

41 I hereby certify that the foregoing
42 correctly represents the action of the
43 Committee on Finance and Budget on
44 _____, 2021, by a vote of
45 _____ for, and _____ against.

46
47 _____
48 , Chair
49 Committee on

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