

NOTICE OF MEETING

EXECUTIVE COMMITTEE

September 27, 2017 2:30 P.M.

Administration Building
508 New York Ave
Sheboygan WI 53081
Room 306

AMENDED AGENDA

Call to Order

Certification of Compliance with Open Meeting Law

Approval of Minutes – Executive Committee – August 22, 2017

Public Input and Comments on Agenda Items/Non-Agenda Items

Correspondence

Resolutions Being Introduced

Consideration of Resolution No. ____ - Authorizing County to Enter into Engagement Letter to Pursue Legal Claims Against Certain Opioid Manufacturers

Referrals from the County Board

Consideration of Resolution No. 10 – Approving Standard Intergovernmental Agreement for 2018 County Sales Tax Revenue-Sharing

County Administrator's Report

Approval of Attendance at Other Meetings or Functions

Review and Approve Vouchers

Next Meeting Date: To Be Determined

Adjournment

Prepared by:
Alayne Bosman
Recording Secretary

Tom Wegner
Committee Chairperson

NOTE: Members of the public are invited to offer comments on topics which may or may not appear on the Agenda, and Committee members may discuss such matters, but no action may be taken by the Committee on non-Agenda topics. Individual speakers may be limited to no more than five minutes.

Posted on 9/26/2017 at 11:15am

A majority of the members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

If listed as an agenda item, the "Administrator's Report" is a summary of key activities for the previous month and planned for upcoming months including performance evaluations, liaison committee issues and County Board issues. No action will be taken by the Executive committee resulting from the report unless it is a specific item on the agenda.

Persons with disabilities needing assistance to attend or participate are asked to notify the County Board Chairman/County Administrator's Office at 920-459-3103 prior to the meeting so that accommodations may be arranged.

SHEBOYGAN COUNTY EXECUTIVE COMMITTEE MINUTES

Administration Building
508 New York Avenue
Sheboygan WI

August 22, 2017

Called to Order: 3:30 P.M.

Adjourned: 4:33 P.M.

MEMBERS PRESENT: Tom Wegner, George Marthenze, William Goehring, Ed Procek, and Vernon Koch

MEMBERS ABSENT: None

ALSO PRESENT: Carl Buesing, Adam Payne, Wendy Charnon, and Alayne Bosman

Chairman Wegner called the meeting to order and verified that the meeting notice was posted on August 18, 2017 at 11:45 A.M. in compliance with the open meeting law.

Supervisor Marthenze made a motion to approve the minutes of the July 31, 2017 Executive Committee meeting. Motion seconded by Supervisor Koch Motion carried unanimously.

The Committee discussed Ordinance No. 04 – Changing Supervisory District Boundaries (15, 16, and 17) to Reflect Annexation (Plymouth). Supervisor Goehring made a motion to recommend the ordinance be enacted. Motion seconded by Supervisor Procek. Motion carried unanimously.

The Committee discussed Resolution No. 09 – 2018 Five-Year Capital Plan. Supervisor Marthenze made a motion to recommend the resolution be adopted. Motion seconded by Supervisor Goehring. Discussion ensued and the County Administrator and Finance Director answered questions from the Committee. Motion carried unanimously.

The Committee discussed appointing William Goehring to the Revolving Loan Fund Committee representing the Towns Association. Supervisor Marthenze made a motion to approve the appointment. Motion seconded by Supervisor Koch. Motion carried unanimously.

The Committee discussed the second quarter variances for the County Administrator and County Board budgets. Supervisor Koch made a motion to approve the variance reports. Motion seconded by Supervisor Goehring. Motion carried unanimously.

The County Administrator recommended an equity adjustment for the Assistant to the County Administrator. Supervisor Koch made a motion to approve the equity adjustment. Motion seconded by Supervisor Marthenze. Discussion ensued. Motion carried unanimously.

The Committee reviewed the proposed 2018 budgets for the County Administrator and County Board. Supervisor Marthenze made a motion to approve the proposed 2018 budgets. Supervisor Goehring seconded the motion. Discussion ensued. Motion carried unanimously.

County Administrator Adam Payne gave updates on the 2018 budget development, possibility of sharing staff between the County Clerk's Office and Treasurer's Office, ½% sales tax revenue, and the status of the sale of the Plymouth Highway Shed.

Vouchers were reviewed. Supervisor Marthenze made a motion to approve the vouchers. Motion seconded by Supervisor Goehring. Motion carried unanimously.

The next Executive Committee meeting will be Wednesday, September 27 at 2:30 P.M.

Supervisor Goehring made a motion to adjourn. Motion seconded by Supervisor Koch. Motion carried unanimously.

William Goehring, Secretary

Alayne Bosman, Recording Secretary

September 25, 2017

VIA EMAIL

Sheboygan County
c/o Thomas Wegner, Board Chair
Adam Payne, Administrator

RE: *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid Manufacturers*

Dear Sheboygan County Officials:

The purpose of this letter (“Engagement Letter”) is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively “Counsel”) will provide legal services to Sheboygan County (“County”) in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively “Opioid Manufacturers”). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

SCOPE OF SERVICES

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers (“Lawsuit”) upon the terms and conditions set forth herein.

RESPONSIBILITIES

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County’s inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers (“National Law Firm”) and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel

and National Law Firm in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

<u>Firm Name</u>	<u>Percentage of Fees if Successful</u>
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	45%
Simmons Hanly Conroy LLC	45%

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County

disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c., respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being

advised of the circumstances of the potential or actual conflict and County has provided informed consent.

FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

A. Calculation of Contingent Fee

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

B. Nature of Contingent Fee

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law

Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

TERMINATION OF REPRESENTATION

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

SETTLEMENT

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

NO GUARANTEE OF RECOVERY

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

LIMITED LIABILITY

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

COMMUNICATION BY E-MAIL

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

FILE RETENTION AND DESTRUCTION

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

MISCELLANEOUS

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Milwaukee County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

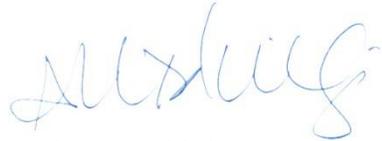
The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

CONCLUSION

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

von BRIESEN & ROPER, s.c.



Andrew T. Phillips

CRUEGER DICKINSON LLC



Erin K. Dickinson

SIMONS HANLY CONROY LLC (Acknowledged)

Paul J. Hanly, Jr.

SHEBOYGAN COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

By: _____

Date: _____

Title: _____

cc: Corporation Counsel

1 **SHEBOYGAN COUNTY RESOLUTION NO. _____ (2017/18)**

2
3 **Re: Authorizing County to Enter into Engagement Letter to Pursue Legal**
4 **Claims Against Certain Opioid Manufacturers**

5
6
7 **WHEREAS**, Sheboygan County (County) is concerned with the recent rapid rise in
8 troubles among County citizens, residents, and visitors in relation to problems arising out of the
9 use, abuse, and overuse of opioid medications which, according to certain studies, impacts
10 millions of people across the country, and

11
12 **WHEREAS**, issues and concerns surrounding opioid use, abuse, and overuse by
13 citizens, residents, and visitors are not unique to County and are, in fact, issues and concerns
14 shared by all other counties in Wisconsin and, for that matter, states and counties across the
15 country and has been well documented through various reports and publications and is
16 commonly referred to as the Opioid Epidemic, and

17
18 **WHEREAS**, the societal costs associated with the Opioid Epidemic are staggering and,
19 according to the Centers for Disease Control and Prevention, amount to over \$75 Billion
20 annually, and

21
22 **WHEREAS**, the National Institute for Health has identified the manufacturers of certain
23 of the opioid medications as being directly responsible for the rapid rise of the Opioid Epidemic
24 by virtue of their aggressive and, according to some, unlawful and unethical marketing
25 practices, and

26
27 **WHEREAS**, certain of the opioid manufacturers have faced civil and criminal liability for
28 their actions that relate directly to the rise of the Opioid Epidemic, and

29
30 **WHEREAS**, County has spent millions in unexpected and unbudgeted time and
31 resources in its programs and services related to the Opioid Epidemic, and

32
33 **WHEREAS**, County is responsible for a multitude of programs and services, all of which
34 require County to expend resources generated through state and federal aid, the property tax
35 levy, fees, and other permissible revenue sources, and

36
37 **WHEREAS**, County's provision of programs and services becomes more and more
38 difficult every year because the costs associated with providing the Opioid Epidemic programs
39 and services continue to rise, yet County's ability to generate revenue is limited by strict levy
40 limit caps and stagnant or declining state and federal aid to County, and

41
42 **WHEREAS**, all sums that County expends in addressing, combatting, and otherwise
43 dealing with the Opioid Epidemic are sums that cannot be used for other critical programs and
44 services that County provides to County citizens, residents, and visitors, and

45
46 **WHEREAS**, County has been informed that numerous counties and states across the
47 country have filed or intend to file lawsuits against certain of the opioid manufacturers in an
48 effort to force the persons and entities responsible for the Opioid Epidemic to assume financial

49 responsibility for the costs associated with addressing, combatting, and otherwise dealing with
50 the Opioid Epidemic, and

51
52 **WHEREAS**, County has engaged in discussions with representatives of the law firms of
53 von Briesen & Roper, s.c., Crueger Dickinson LLC, and Simmons Hanly Conroy LLC (Law
54 Firms) related to the potential for County to pursue certain legal claims against certain opioid
55 manufacturers, and

56
57 **WHEREAS**, County has been informed that the Law Firms have the requisite skill,
58 experience, and wherewithal to prosecute legal claims against certain of the opioid
59 manufacturers on behalf of public entities seeking to hold them responsible for the Opioid
60 Epidemic, and

61
62 **WHEREAS**, the Law Firms have proposed that County engage the Law Firms to
63 prosecute the aforementioned claims on a contingent fee basis whereby the Law Firms would
64 not be compensated unless County receives a financial benefit as a result of the proposed
65 claims and the Law Firms would advance all claims-related costs and expenses associated with
66 the claims, and

67
68 **WHEREAS**, all of the costs and expenses associated with the claims against certain of
69 the opioid manufacturers would be borne by the Law Firms, and

70
71 **WHEREAS**, the Law Firms have prepared an engagement letter (Engagement Letter),
72 which is submitted as part of this Resolution, specifying the terms and conditions under which
73 the Law Firms would provide legal services to County and otherwise consistent with the terms of
74 this Resolution, and

75
76 **WHEREAS**, County is informed that the Wisconsin Counties Association has engaged in
77 extensive discussions with the Law Firms and has expressed a desire to assist the Law Firms,
78 County, and other counties in the prosecution of claims against certain of the opioid
79 manufacturers, and

80
81 **WHEREAS**, County would participate in the prosecution of the claims contemplated in
82 this Resolution and the Engagement Letter by providing information and materials to the Law
83 Firms and, as appropriate, the Wisconsin Counties Association as needed, and

84
85 **WHEREAS**, County believes it to be in the best interests of County, its citizens,
86 residents, visitors, and taxpayers to join with other counties in and outside Wisconsin in pursuit
87 of claims against certain of the opioid manufacturers, all upon the terms and conditions set forth
88 in the Engagement Letter, and

89
90 **WHEREAS**, by pursuing the claims against certain of the opioid manufacturers, County
91 is attempting to hold those persons and entities that had a significant role in the creation of the
92 Opioid Epidemic responsible for the financial costs assumed by County and other public
93 agencies across the country in dealing with the Opioid Epidemic;

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95 **NOW, THEREFORE, BE IT RESOLVED** that County authorizes and agrees to be bound
96 by the Engagement Letter and hereby directs the appropriate officer of County to execute the
97 Engagement Letter on behalf of County.

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BE IT FURTHER RESOLVED that County shall endeavor to faithfully perform all actions required of County in relation to the claims contemplated herein and in the Engagement Letter and hereby directs all County personnel to cooperate with and assist the Law Firms in relation thereto.

BE IT FURTHER RESOLVED, that the County Clerk shall forward a copy of this Resolution together with the signed Engagement Letter to the Wisconsin Counties Association, 22 East Mifflin Street – Suite 900, Madison, WI 53703.

Respectfully submitted this 17th day of October, 2017.

EXECUTIVE COMMITTEE

Thomas Wegner, Chairperson

George Marthenze, Vice-Chairperson

William C. Goehring, Secretary

Vernon Koch

Edward J. Procek

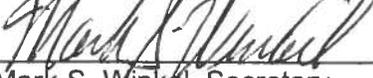
Opposed to Introduction:

49 inconsistent with the goals of Chapter 7 of the Sheboygan County Code, the County Sales and
50 Use Tax Ordinance No. 2 (2016/17), *Enacting One-half Percent County Sales Tax to Maintain*
51 *Sheboygan County's Transportation Infrastructure.*
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53

54 Respectfully submitted this 19th day of September, 2017.
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57 **FINANCE COMMITTEE**
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61 _____
62 Greg Weggeman, Chairperson

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64 _____
65 Mark S. Winkel, Secretary

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67 _____
68 George Marhenze, Vice-Chairperson

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71 William C. Goehring

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74 Roger Te Stroete

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Opposed to Introduction:

FISCAL NOTE
September 2017

**Resolution No. 10 (2017/18) RE: Approving Standard Intergovernmental Agreement
for 2018 County Sales Tax Revenue-Sharing**

This resolution seeks approval of the criteria in the Intergovernmental Agreements for the County's Shared Revenue program with the municipalities per the Sales Tax Ordinance.

Funding:

No additional funding is required.

Respectfully Submitted,



Wendy A. Chamon, Finance Director
September 15, 2017

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2018 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. **PARTIES.** The parties to the Agreement are the _____
_____ (Municipality), a municipal corporation with offices at _____
_____, Wisconsin _____, and
SHEBOYGAN COUNTY (County), a Wisconsin governmental body corporate, organized
pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue,
Sheboygan, Wisconsin 53081.

2. **PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on a equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Initial Term; Renewals.** The initial term of this Agreement is for calendar year 2018 and is subject to renewal.

C. **Termination – By County.** During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. **Termination – By Municipality.** During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2018, pay to Municipality as a distribution of sales tax revenue, the sum of \$_____.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party

shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

[Municipality]

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
Sheboygan County Administrator

Date Signed

By: _____
Thomas Wegner
County Board Chair

Date Signed

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