

# ROCK COUNTY, WISCONSIN



**COUNTY BOARD STAFF COMMITTEE  
MONDAY, DECEMBER 13, 2021 - 4:30 PM  
CALL: 1- 312 626 6799  
MEETING ID: 827 9793 1805  
PASSCODE: 429731**

**\*THIS IS A HYBRID MEETING\***

Join Zoom Meeting

<https://us02web.zoom.us/j/82797931805?pwd=MmZud2MrT0V2WWIYYmZDZk9ualZLUT09>

If you are interested in providing public comments on items on this agenda, you must submit your comments by noon on Monday, December 13. To submit a public comment, use the following email: [countyadmin@co.rock.wi.us](mailto:countyadmin@co.rock.wi.us).

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- Enter the meeting ID number when prompted, using your dial-pad.
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# ROCK COUNTY, WISCONSIN



**COUNTY BOARD STAFF COMMITTEE  
MONDAY, DECEMBER 13, 2021 - 4:30 PM  
CONFERENCE ROOM N-1 – FIFTH FLOOR, ROCK COUNTY COURTHOUSE-EAST, 51 S  
MAIN ST, JANESVILLE, WI**

## Agenda

1. Call to Order
2. Approve Agenda
3. Citizen Participation, Communications and Announcements
4. Approval of Minutes
  - A. November 15, 2021 Minutes
5. Approval of Transfers
6. Review of Payments
  - A. November Payments
7. Review and Approval of Resolutions
  - A. Resolution to Recognize Linda Scott-Hoag
  - B. Resolution Honoring the Life and Service of Anna Marie Johnson
  - C. Extending Coronavirus Response Employee Leave Programs Through December 31, 2022
  - D. To Ratify the 2022 Labor Agreement Between Rock County and the Rock County Correctional Officers Association
  - E. Authorizing Settlement in the National Opioid Litigation with Defendant Distributors McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and Manufacturer Janssen Pharmaceuticals, Inc., and its Parent and Affiliate Companies Johnson & Johnson, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
  - F. Placing a Referendum on the Spring 2022 Ballot on Whether Rock County Should Issue \$96 Million Dollars in New Debt to Build a New Facility and Jail for the Rock County Sheriff's Office
8. Review, Discussion and Possible Action
  - A. Input on Human Resources Director Recruitment--Lee Szymborski, GovHR
9. Next meeting date and time
10. Adjournment

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail [countyadmin@co.rock.wi.us](mailto:countyadmin@co.rock.wi.us) at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.

# ROCK COUNTY, WISCONSIN



## COUNTY BOARD STAFF COMMITTEE Minutes - NOVEMBER 15, 2021 – 5:00 P.M.

**Call to Order.** Chair Bostwick called the meeting of the County Board Staff Committee to order at 5:00 P.M. in the Jury Assembly Room.

**Committee Members Present:** Supervisors Beaver, Richard Bostwick, Podzilni, Sweeney, Brien, and Davis.

**Committee Members Absent:** Supervisors Peer, Leavy, and Yeomans.

**Staff Members Present:** Josh Smith, County Administrator; Randy Terronez, Assistant to County Administrator; Bridget Laurent, Deputy Corporation Counsel; Brent Sutherland, Facilities Director; and Terri Carlson, Risk Manager.

**Others Present:** None.

**Approval of Agenda.** Supervisor Podzilni moved approval of the agenda as presented, second by Supervisor Brien. ADOPTED.

**Public Comment.** None.

### **Approval of Minutes October 25, 2021 and November 3, 2021**

Supervisor Sweeney moved approval of the October 25, 2021 and November 3, 2021 minutes as presented, second by Supervisor Podzilni. ADOPTED.

### **Review of Payments**

The committee reviewed and accepted the payments.

### **Transfers**

Josh Smith spoke to the transfer. He explained that transfer is to contracted services that will be used to find a Human Resources Director as the current Director is retiring.

#### **County Administrator**

<b>FROM</b>		<b>TO</b>	
<b>Account #</b>	<b>Amount</b>	<b>Account #</b>	<b>Amount</b>
19-1922-0000-64904	\$23,000	08-1420-0000-62119	\$23,000
Contingency Fund		Other Contracted Services	

Supervisor Sweeney moved approval of the above transfer for the County Administrator, second by Supervisor Beaver. ADOPTED.

### **Resolutions and Committee Action**

#### **Authorizing to contract with GovHR for Human Resource Director Recruitment**

Supervisor Davis moved approval to contract with GovHR for Human Resources Director Recruitment, second by Supervisor Beaver. Supervisor Sweeney inquired whether Gov HR came with notable references. Josh indicated that the City of Beloit has worked with them, and they gave favorable reviews. ADOPTED.

**Recognizing Olga Myers for 15 Years of Service as a Public Health Nurse for the Rock County Public Health Department**

“NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2021 moves to recognize Olga Myers for her 15 years of service to the Rock County Public Health Department and to residents of Rock County.”

Supervisor Davis moved approval of the above resolution, second by Supervisor Sweeney. ADOPTED.

**Recognizing Debbie R. Willey Service to Rock Haven**

“NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this \_\_\_\_ day of November 2021 does hereby recognize Debbie R. Willey for her 17 years of service and extend their best wishes to her in her future endeavors.”

Supervisor Brien moved approval of the above resolution, second by Supervisor Beaver. ADOPTED.

**Authorizing Approval to Double Fill Rock Haven Administrative Assistant Position for Facilities Management**

“NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2021 does hereby approve and authorize double filling the Administrative Assistant position for Rock Haven.”

Supervisor Brien moved approval of the above resolution, second by Supervisor Sweeney. Brent Sutherland explained that this position handles crucial office processes. ADOPTED.

**Recognizing Delores Smith for her 31 Years of Service to Rock County**

“NOW, THEREFORE, BE IT RESOLVED, by the Rock County Board of Supervisors at its regular meeting this day of , 2021, directs that a sincere expression of recognition be given to Delores Smith for her 31 years of service and expresses to her best wishes for the future.”

Supervisor Davis moved approval of the above resolution, second by Supervisor Brien. ADOPTED.

**Review, Discussion and Possible Action**

None.

**Adjournment**

Supervisor Beaver moved adjournment at 5:12 P.M., second by Supervisor Brien. ADOPTED.

Respectfully submitted,

Haley Hoffman  
Office Coordinator

**NOT OFFICIAL UNTIL APPROVED BY COMMITTEE**

COMMITTEE REVIEW REPORT  
WITH DESCRIPTION  
FOR THE MONTH OF NOVEMBER 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
01-1320-0000-63100	Office&Misc Exp		11/24/2021	US BANK	NOTEPADS - NARROW RULED	29.12
		P2100008	11/24/2021	US BANK	NOTEPADS - RETURNED WRONG KIND	116.42
01-1320-0000-63200	Pubs/Subs/Dues		11/24/2021	US BANK	BELOIT DAILY NEWS	63.27
		P2100008	11/24/2021	US BANK	RT WCMA HOTEL	378.00
01-1320-0000-63300	Travel		11/24/2021	US BANK	J SURBER - ICMA CLASS	1,130.07
		P2100008	11/24/2021	US BANK	EPM - NAPSA CONFERENCE	599.00
<b>County Administrator PROG TOTAL</b>						<b>2,315.88</b>

I have reviewed the preceding payments in the total amount of **\$2,315.88**

Date: \_\_\_\_\_

Dept Head \_\_\_\_\_

Committee Chair \_\_\_\_\_

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION**  
FOR THE MONTH OF NOVEMBER 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
03-1110-0000-63107	Legal Notices	P2100311	11/24/2021	GREATER BELOIT PUBLISHING CO	CB 10-28-2021 AGENDA	1,843.14
03-1110-0000-63300	Travel		11/24/2021	US BANK	AEGERTER HOTEL	1,668.00
		P2100008	11/24/2021	US BANK	PEER HOTEL	278.00
<b>County Board PROG TOTAL</b>						<b>3,789.14</b>

I have reviewed the preceding payments in the total amount of **\$3,789.14**

Date: \_\_\_\_\_

Dept Head \_\_\_\_\_

Committee Chair \_\_\_\_\_

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION  
FOR THE MONTH OF NOVEMBER 2021**

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
06-1620-0000-63100	Office&Misc Exp	P2100007	11/24/2021	US BANK	OFFICE SUPPLIES	288.80
06-1620-0000-63202	Law Books	P2100007	11/24/2021	US BANK	LAW BOOKS - NOVEMBER	600.60
06-1620-0000-63300	Travel	P2100007	11/24/2021	US BANK	TRAVEL - HOTEL	288.00
06-1620-0000-64200	Training	P2100007	11/24/2021	US BANK	TRAINING	1,195.22
<b>Corporation Counsel PROG TOTAL</b>						<b>2,372.62</b>

I have reviewed the preceding payments in the total amount of **\$2,372.62**

Date: \_\_\_\_\_ Dept Head \_\_\_\_\_  
 \_\_\_\_\_ Committee Chair \_\_\_\_\_



**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION**  
FOR THE MONTH OF NOVEMBER 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
08-1420-0000-61925	Background/Test					
		P2100307	11/18/2021	US BANK	BACKGROUND & TESTING	64.00
		P2100317	11/18/2021	WISCONSIN DEPARTMENT OF JUSTIC	WORCS BACKGROUND	264.35
08-1420-0000-63100	Office&Misc Exp					
		P2100307	11/18/2021	US BANK	OFFICE SUPPLIES	252.79
		P2100319	11/04/2021	OFFICE PRO INC	COPY PAPER	242.83
08-1420-0000-64200	Training					
		P2100307	11/18/2021	US BANK	TRAINING VIDEOS-KALAHARI	1,108.88
08-1420-0000-64215	Recruitment					
		P2100325	11/11/2021	ADAMS PUBLISHING GROUP OF SOUT	GUARDIAN AD LITEM ADVERTISE	96.70
		P2102246	11/24/2021	BIG RADIO	RECRUITMENT CAMPAIGN, RADIO AD	6,240.00
08-1420-0000-64216	Cultural Comp					
		P2102125	11/11/2021	YWCA ALTERNATIVES TO VIOLENCE	YWCA RACIAL JUSTICE CONFERENCE	7,400.00
		P2102201	11/11/2021	YWCA ALTERNATIVES TO VIOLENCE	2021 RACIAL JUSTICE CONFERENCE	3,375.00
		P2102223	11/18/2021	YWCA ALTERNATIVES TO VIOLENCE	2021 RACIAL JUSTICE CONFERENCE	125.00
08-1420-0000-64417	RH Expenses					
		P2100317	11/18/2021	WISCONSIN DEPARTMENT OF JUSTIC	WORCS BACKGROUND	46.65
<b>Human Resources PROG TOTAL</b>						<b>19,216.20</b>

**COMMITTEE REVIEW REPORT**  
**WITH DESCRIPTION**  
FOR THE MONTH OF NOVEMBER 2021

<u>Account Number</u>	<u>Account Name</u>	<u>PO#</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Inv/Enc Amt</u>
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I have reviewed the preceding payments in the total amount of **\$19,216.20**

Date:

Dept Head \_\_\_\_\_

Committee Chair \_\_\_\_\_

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION**  
FOR THE MONTH OF NOVEMBER 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
19-1932-0000-64904	Sundry Expense	P2101983	11/04/2021	HALO BRANDED SOLUTIONS INC	SETUP CHARGE	621.95
<b>Employee Recognition Committee PROG TOTAL</b>						<b>621.95</b>
19-1980-5170-62104	Consult Services	P2101910	11/11/2021	NOKOMIS NETWORKING LLC	OCTOBER SERVICES	760.00
<b>Broadband Committee PROG TOTAL</b>						<b>760.00</b>

I have reviewed the preceding payments in the total amount of **\$1,381.95**

Date: Dept Head \_\_\_\_\_

Committee Chair \_\_\_\_\_

**COMMITTEE REVIEW REPORT  
WITH DESCRIPTION**  
FOR THE MONTH OF NOVEMBER 2021

Account Number	Account Name	PO#	Check Date	Vendor Name	Description	Inv/Enc Amt
21-2590-0000-64904	Sundry Expense					
		P2100008	11/24/2021	US BANK	FOREMOST MEDIA - REOPEN ROCK	6.77
		P2101476	11/11/2021	BARTEN AND ASSOCIATES LLC	SEPT COVID PUBLIC RELATIONS	4,225.00
<b>COVID-19 Purchases PROG TOTAL</b>						<b>4,231.77</b>

I have reviewed the preceding payments in the total amount of **\$4,231.77**

Date: \_\_\_\_\_  
Dept Head \_\_\_\_\_  
Committee Chair \_\_\_\_\_

**RESOLUTION**

**ROCK COUNTY BOARD OF SUPERVISORS**

Katherine Luster  
INITIATED BY



Bette Trimble  
DRAFTED BY

Human Services Board  
SUBMITTED BY

11/24/2021  
DATE DRAFTED

**Resolution to Recognize Linda Scott-Hoag**

WHEREAS, Linda Scott-Hoag has served the citizens of Rock County for thirty nine (39) years as a dedicated and valued employee of Rock County; and,

WHEREAS, Ms. Scott-Hoag began her career on May 24, 1982 with Rock County as an AODA Counselor with the first Rock County Residential AODA program. In this role she provided counseling services to residents with AODA and Mental Health disorders. She served as an AODA Counselor until November 15, 1983; and,

WHEREAS, Ms. Scott-Hoag moved into the role of Chapter 20 Coordinator/IDP Assessor on November 16, 1983. In this role Ms. Scott-Hoag conducted Intoxicated Driver Assessments and assisted individuals in accessing AODA services. She served in the role until November 13, 1984; and,

WHEREAS, Ms. Scott-Hoag moved into the role of Community Education Admission Officer in the Rock County Psychiatric Unit on November 14, 1984. This position was retitled to Court Services Officer on February 28, 1990. In this role, Ms. Scott-Hoag served in a multifaceted capacity managing mental health emergency detentions in Rock County through collaboration with Corporation Counsel, Public defender's Office, Law Enforcement, Crisis Services and involved community providers. She represented Rock County Human Services in Chapter 51 legal proceedings, as well as at collaboration meetings throughout the community, to assure proper service to residents. In collaboration with crisis services staff, she monitored compliance with Chapter 51 legal orders, including gathering treatment updates and recommendations from providers related to the extension of mental health commitments; and,

WHEREAS, Ms. Scott-Hoag has decided to retire from Rock County after 39 years of dedicated service on January 3, 2022; and,

WHEREAS, Ms. Scott-Hoag's work has exemplified the core values of community service, respect and hope outlined in the HSD mission statement. In her 39 years of service, she has consistently worked to assure that the residents of Rock County received the best possible care and service. She is regarded by her coworkers and community partners as a dedicated, knowledgeable, helpful, and compassionate presence that will be greatly missed by all who have worked with her; and,

WHEREAS, Ms. Scott-Hoag has proven herself to be an exemplary steward of the HSD mission and a committed advocate for the residents of Rock County.

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors, duly assembled this \_\_\_\_\_ day of \_\_\_\_\_ does hereby recognize Linda Scott-Hoag for her 39 years of service and extend best wishes to her in her future endeavors.

Rock County Human Services Board

\_\_\_\_\_  
Brian Knudson, Chair

\_\_\_\_\_  
Sally Jean Weaver-Landers, Vice Chair

\_\_\_\_\_  
Stephanie Aegerter

---

Pam Bostwick

---

Ashley Hoffman

---

J. Russell Podzilni

---

Angelina Reyes

---

Kathy Schulz

---

Shirley Williams

COUNTY BOARD STAFF COMMITTEE

---

Kara Purviance, Chair

---

Richard Bostwick, Vice Chair

---

Tom Brien

---

Kevin Leavy

---

Louis Peer

---

J. Russell Podzilni

---

Bob Yeomans

---

Alan Sweeney

---

Jeremy Zajac

**RESOLUTION**

**ROCK COUNTY BOARD OF SUPERVISORS**

Supervisor Shirley Williams  
INITIATED BY



Supervisor Shirley Williams  
DRAFTED BY

Supervisor Shirley Williams  
SUBMITTED BY

12/7/2021  
DATE DRAFTED

**Resolution Honoring the Life and Service of Anna Marie Johnson**

**WHEREAS,** Anna Marie Johnson served on the Rock County Board of Supervisors from 2001 to 2011, serving five consecutive terms, representing District 13: and,

**WHEREAS,** Anna Marie Johnson was the first Black woman to serve on, and elected to the Rock County Board of Supervisors; and,

**WHEREAS,** Anna Marie Johnson was a member of the Public Safety and Justice Committee during her terms on the Board of Supervisors; and,

**WHEREAS,** Anna Marie Johnson led the effort to name a portion of County Highway G, between Beloit and Janesville, the Martin Luther King, Jr. Memorial Highway per Resolution #09-11D-418; and,

**WHEREAS,** Anna Marie Johnson was involved in a variety of community organizations including the Beloit Inner City Council, Diversity Action Team, the Stateline Literacy Council of Beloit, and the first Executive Director of the Merrill Community Center; and,

**WHEREAS,** Ms. Johnson passed away on October 27, 2021 and will be sorely missed by former and current County Board of Supervisors and staff, her family, and friends.

**NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2021 hereby honors the late Anna Marie Johnson who served with distinction throughout her terms of office on the Rock County Board of Supervisors and offers condolences to her family and friends.

Respectfully submitted,

*COUNTY BOARD STAFF COMMITTEE*

\_\_\_\_\_  
Richard Bostwick, Chair

\_\_\_\_\_  
Wes Davis, Vice Chair

\_\_\_\_\_  
Tom Brien

\_\_\_\_\_  
Kevin Leavy

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
J. Russell Podzilni

\_\_\_\_\_  
Bob Yeomans

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Alan Sweeney

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Mary Beaver



**RESOLUTION**

**ROCK COUNTY BOARD OF SUPERVISORS**

County Administrator Josh Smith  
INITIATED BY

County Board Staff Committee  
SUBMITTED BY



Corporation Counsel Richard Greenlee  
DRAFTED BY

12/9/2021  
DATE DRAFTED

**Extending Coronavirus Response Employee Leave Programs Through December 31, 2022**

WHEREAS, in March of 2020, the United States Congress passed H.R. 6201, known as the Families First Coronavirus Response Act, (P.L. 116-127) which among other items, established two leave programs that certain employers, including units of local government, were required to establish and administer for their employees; and

WHEREAS, following expiration of the federal program, in January 200 the County Board established a County-specific leave program in Resolution 20-12A-147, which was in effect through September, 2021; and

WHEREAS, the County Board extended this program through December 31, 2022 via Resolution 21-9B-331; and

WHEREAS, recent increases in COVID-19 cases among the workforce and in the community, as well as increased hospitalizations, demonstrate that COVID-19 still poses a threat to the County’s ability to carry out its essential duties, particularly if staff are unavailable for work due to exposure; and,

WHEREAS,; the purpose of these programs is to provide supplemental leave so that staff do not bring COVID-19 into the workplace, as well as to provide flexibility to staff in difficult circumstances; and

WHEREAS, this extension would not provide additional leave hours to staff, but instead would allow any unused hours from 2021 to be carried over into 2022.

NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ that the terms and provisions of Resolutions Nos. 20-12A-147 and 21-9B-331, which created the Coronavirus Response Employee Leave Programs, shall be extended through the 2022 calendar year, allowing employees who have unused hours in their COVID Paid Sick Leave bank, or hours in their COVID Related Family Leave bank from 2021 to use those hours in 2022 under the same terms and conditions as expressed in Resolution No. 20-12A-147, but granting no new leave time under those provisions:

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
Richard Bostwick, Chair

\_\_\_\_\_  
Wes Davis, Vice Chair

\_\_\_\_\_  
Tom Brien

\_\_\_\_\_  
Kevin Leavy

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
J. Russell Podzilni

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Bob Yeomans

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Alan Sweeney

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Mary Beaver

FISCAL NOTE:

Leave costs are included in departments' personnel budgets.

/s/ Sherry Oja

Sherry Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.22(2), Wis. Stats.

s/Richard Greenlee

Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended

/s/ Josh Smith

Josh Smith  
County Administrator

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Executive Summary

In March of 2020, the United States Congress passed H.R. 6201, known as the Families First Coronavirus Response Act (FFCRA), which among other items, established two leave programs that certain employers, including units of local government, were required to establish and administer for their employees.

The first leave program was the Emergency Paid Sick Leave program (EPSL), under which employees were provided with 80 hours of paid sick leave if they experienced one of six qualifying events related to the Coronavirus. The second leave program was the Emergency Family Medical Leave (EFMLA) program, under which employees were provided 12 weeks of job protected leave if they employee is unable to work (or telework) due to a need for leave to care for child because their child's school or place of care has closed or unavailable due to the coronavirus. Both the EPSL and the EFMLA expired on December 31, 2020. In December 2020, the Rock County Board of Supervisors created Rock County-specific programs that were substantially similar to these federal programs and that expired on October 1, 2021, and were subsequently extended through December 31, 2021.

This resolution extends this Rock County-specific Coronavirus Related Employee Leave Policy, to supplement the other employee leave programs available to Rock County employees, through December 31, 2022. Unused employee leave under these programs from 2021 will be carried over to 2022; no new leave banks would be created. The policy details, which remain the same, are as follows.

Temporary COVID Related Paid Sick Leave

The first of two programs under this policy, referred to as Temporary COVID Related Paid Sick Leave, may be used by an employee under this Resolution to the extent that the employee is unable to work (or telework) due to a need for leave because:

- (1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- (2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- (3) The employee is experiencing symptoms of COVID-19 and seeking medical diagnosis;
- (4) The employee is caring for an individual who is subject to an order as described in subparagraph (1) or has been advised as described in subparagraph (2); or
- (5) The employee is caring for a son or daughter of the employee, if the son or daughter's school or place of care has been closed, or the child care provider of the employee's son or daughter is unavailable, due to COVID-19 precautions.

Temporary COVID Related Paid Sick Leave would provide up to 80 hours (pro-rated for part-time staff) of paid leave.

#### COVID Related Family Leave

The second program under this policy, referred to as COVID Related Family Leave, would provide an additional 10 weeks of job-protected leave to employees who must care for a child due to a school or day care closure.

The amount an employee would be paid under both programs can vary, is subject to limits, and can be supplemented by an employee's own accrued paid leave balances for which they would otherwise be eligible to take.

**RESOLUTION**

**ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY

County Board Staff Committee  
SUBMITTED BY



Annette Mikula, Human Resources  
Director

DRAFTED BY

12/8/2021  
DATE DRAFTED

**To Ratify the 2022 Labor Agreement Between Rock County and the Rock County Correctional Officers Association**

**WHEREAS**, the County is subject to 111.70 of the Wisconsin Statutes; and

**WHEREAS**, the Correctional Officers Association representatives and the County have discussed a successor contract for the bargaining unit; and

**WHEREAS**, the parties arrived at a tentative agreement on wages, hours and conditions of employment; and

**WHEREAS**, the proposed wage settlement represents an across-the-board wage increase of 3.00%, effective January 1, 2022.

**WHEREAS**, the membership of the Association has ratified the agreement; and,

**WHEREAS**, a summary of the contractual agreement is attached.

**NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2021 does hereby ratify the terms and conditions of the 2022 labor agreement between Rock County and the Correctional Officer's Association.

Respectfully Submitted,

**COUNTY BOARD STAFF COMMITTEE**

\_\_\_\_\_  
Rich Bostwick, Chair

\_\_\_\_\_  
Wes Davis, Vice Chair

\_\_\_\_\_  
Tom Brien

\_\_\_\_\_  
Kevin Leavy

\_\_\_\_\_  
J. Russell Podzilni

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Al Sweeney

\_\_\_\_\_  
Mary Beaver

\_\_\_\_\_  
Bob Yeomans

**FISCAL NOTE:**

2022

<u>Base Compensation</u>	<u>Additional Compensation</u>	<u>Overall % Inc.</u>
\$4,302,850	\$129,085	3.00%

/s/Sherry Oja

Sherry Oja  
Finance Director

## **LEGAL NOTE:**

The County Board is authorized to take this action pursuant to secs. 59.01 and 111.70, Wis. Stats.

s/Richard Greenlee

Richard Greenlee  
Corporation Counsel

### **ADMINISTRATOR'S NOTE:**

Recommended

Josh Smith  
County Administrator

AGREEMENT BETWEEN  
Rock County, Wisconsin  
&  
Rock County Correctional  
Officers' Association  
2022

AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between Rock County, Wisconsin hereinafter referred to as the County and the Rock County Correctional Officers Association, hereinafter referred to as the Association.

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## ARTICLE I - MANAGEMENT RIGHTS

### 1.01

The management of the Sheriff's Office and the direction of the working force is vested exclusively in the Sheriff, including, but not limited to the right to hire or appoint, suspend, demote, discipline or discharge for cause (all pursuant to the provisions of Wis. Stats. 59.26) for the Sheriff's Office to transfer or layoff for economic or other legitimate reasons, to determine the type, kind and quality of service to be rendered to the citizenry, to determine the location, operation and type of any physical structures or facilities of any division or shift within a division, to plan and schedule service, work shifts and training programs, to establish reasonable work rules, to determine what constitutes good and efficient County service and all other functions of management and direction not expressly limited by the terms of this Agreement. The Association expressly recognizes the prerogative of the County and the Sheriff to operate and manage its affairs in all respects in accordance with its responsibilities.

## ARTICLE II - RECOGNITION AND BARGAINING UNIT

### 2.01

The Employer hereby recognizes the Rock County Correctional Officer's Association, referred to herein as the Association affiliated with the Wisconsin Professional Police Association, as the exclusive collective bargaining representative on matters pertaining to wages, hours and other conditions of employment.

## ARTICLE III - ASSOCIATION SECURITY

### 3.01

The Association within thirty days of the election agrees to notify the Human Resource Director in writing of names of the Association officers who have been selected to represent employees in the Association. One officer or steward shall be permitted to investigate and process a grievance during working hours, without loss of pay. Two officers or stewards shall be permitted to meet with County Administration during working hours without loss of pay to process class action grievances.

Authorized officers conducting any of the above specified activity away from their assigned worksite shall request a release from their appropriate supervisor at least twenty-four hours in advance of such activity. The time limit shall be waived when the scheduling of said activity is subject to control of the County.

### 3.02

The Association agrees that normal and regular Association business shall not be conducted during working hours of employees. This shall not, however, preclude the Wisconsin Professional Police Association employee representatives from meeting individually with officers or members during working hours or from using email notifications to its members regarding meetings or union business with prior notification to the Sheriff, and providing that such discussions or emails do not interrupt, slow down, or adversely affect any scheduled Sheriff's Office work project and are not extended for an unreasonable period of time. This Section shall be construed to permit the officers or stewards to meet, without loss of pay, with County Administration during normal working hours in an attempt to resolve

any disagreements relative to the interpretation of the terms and conditions of this Agreement providing that such meeting does not interrupt, slow down, or adversely affect any scheduled Sheriff's Office work project. The Employer shall advise the employee that he/she may request the presence of a steward or officer of the Association at the time of receiving a reprimand and during the course of an investigation in which that employee is the subject of the investigation, and reasonably believes the investigation may result in discipline to him/her.

### 3.03

- A. **Dues Deduction.** The Employer agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form supplied by the Association. This deduction shall include any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues (the "combined dues").

It shall be the Association's responsibility to obtain dues authorization forms from new employees and provide them to employer no less than 30 days prior to the date in which dues deductions are to commence.

The Employer shall deduct the combined dues amount each month for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the Association, in one lump sum not later than the end of the month in which the deduction is made.

Authorization of dues deduction by a voluntary member may be revoked upon notice in writing to the Employer, WPPA or to the Local Association.

No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with the either the WPPA or local Association Constitution and By-Laws. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

- B. Changes in dues amounts to be deducted shall be certified by the Association at least four weeks before the start of the pay period the increase deduction is to be effective.
- C. **Hold Harmless.** It is understood and agreed that the Association will refund to the employer or the employee involved any dues erroneously deducted by the employer and paid to the Association. The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon employee payroll deduction authorized forms submitted by the Association to the Employer. If it should be ruled by a court of competent jurisdiction that this indemnification clause, or any part of it, is void as against public policy, then 11.01 Dues Deduction shall become null and void and shall no longer be considered a part of this contract. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

### 3.04

The Employer shall provide bulletin boards or bulletin board space in designated areas that all employees going about their normal duties shall be able to see bulletin boards with bulletins posted thereon. The Association officers or stewards shall have the right to post notices on such bulletin board space relating to Association business.

### 3.05

Duly elected Association officers shall be permitted to participate in collective bargaining sessions, provided that if such bargaining sessions are conducted during the regular and normal schedule of daily working hours for such officer, the County shall pay wages for the time spent in such sessions to only two such officers from the bargaining unit.

### 3.06

A member of the Association who is called upon to serve as a delegate of the Association for conventions or conferences shall be granted leave without pay, but may elect to substitute vacation or compensatory time (holiday or overtime) for such conventions or conferences.

Employees shall notify the Sheriff two weeks prior to the starting date of the leave. If substitutions of personnel or modification of the leave are required, the employee shall notify the Sheriff as soon as possible.

## ARTICLE IV - PROBATION AND TRIAL PERIOD

### 4.01

**Length.** All newly hired employees shall serve a probationary period of one (1) year of continuous service. During such probationary period, they shall not attain any seniority rights and shall be subject to dismissal at the sole discretion of the Sheriff and without recourse to appeal the dismissal through the grievance procedure hereinafter provided.

### 4.02

Upon the successful completion of the probationary period the employee shall be granted seniority rights. Any employee who is retained after completion of his/her probationary period shall be considered to have completed his/her probationary period and no other notice shall be necessary.

### 4.03

A temporary, limited term employee may become a regular employee covered by this Agreement, however, the temporary, limited term employment shall not be used as the probationary period. Should a temporary, limited term employee be reclassified as a regular employee in the same job classification, he/she shall be advanced in pay to the probationary rate of his/her classified position; and his/her total time of continuous employment including his/her temporary, limited term appointment, shall be counted as part of his/her probationary period.

## ARTICLE V – SENIORITY

### 5.01

**Seniority Date.** Employees hired after January 1, 2014, upon successful completion of the probationary period, the employee's seniority date as a Correctional Officer shall be the initial date of hire to that rank within the Rock County Correctional Officers Association. Seniority as a Correctional Officer shall be used for the purposes of vacation selection and overtime signup.

Employees hired before January 1, 2014, shall maintain date of County hire as their seniority date.

When a member of the bargaining unit leaves the unit for another position within the Sheriff's Office he/she shall retain their seniority date minus the amount of time he/she was out of the bargaining unit. Furthermore, any persons hired into the bargaining unit outside of the Sheriff's Office from another Rock County department shall retain their county seniority date for purposes of accrued vacation and sick time but will begin seniority within the bargaining unit at the date of hire within the unit.

## ARTICLE VI - LAYOFF, REHIRE

### 6.01

**Lay-offs.** The Employer shall have the right to reduce the number of jobs in any classification and/or department because of shortage of funds, lack of work, because of a change in organization or duties, or for other legitimate reasons. Employees who are without jobs as a result of a reduction in the number of positions shall be notified in writing two weeks prior to the lay-off and shall be placed on a reemployment list.

### 6.02

**Re-Employment List.** The Employer shall maintain a re-employment list of such laid-off employees. Such list shall be in the order of the employee's seniority at the time of the lay-off with the most senior being number one on the list. Employees on the reemployment list shall maintain seniority and recall rights for a time equal to the length of service, not to exceed one year.

### 6.03

**Recall from Lay-off.** Employees shall be recalled from lay-off in accordance with their seniority. The Employer shall not employ any new temporary employees, limited term employees, or part-time employees in positions for which there exists a qualified employee on the re-employment list. Notice of recall shall be sent by the Employer to the laid-off employee's last known address and the laid-off employee shall be required to respond within two weeks (fourteen days) from the date of recall. Employees who do not respond to such recall notices shall be dropped from the list and all rights shall be lost.

## ARTICLE VII - LEAVES OF ABSENCE

### 7.01

Leaves of absence, without pay, for periods not in excess of six months in any year, may at the discretion of the Sheriff, be granted in writing to any employee who has completed his/her probationary period,



providing such employee does not accept employment elsewhere. Leaves of absence without pay may be granted to employees to enable such employees to extend their annual vacation, provided the leave of absence shall not exceed fifteen working days. Failure to grant leave of absence shall not be subject to the grievance procedure. The employee to whom written leave of absence has been granted, shall be entitled at the expiration of the time stated on such leave to be reinstated to the position in which he/she was employed at the time the leave was granted. The Association shall be provided with a copy of the written leave by the Employer at the time such leave is granted.

#### 7.02

Leaves of absence shall be automatically granted all employees who are called or volunteer for military service and such employees shall be reinstated to their former job at the expiration of their military service under and pursuant to the provisions of Section 45.50 of the Wisconsin Statutes and Title 38 of the Federal Code.

#### 7.03

Employees shall not accrue seniority when a leave of absence is granted for more than thirty days, except under 7.02 and 7.03 above.

#### 7.04

**Educational Leave.** Education leave without pay to further professional growth and advancement in job-related areas may be granted for up to twelve months without loss of seniority.

#### 7.05

**Medical Leave Of Absence.** Leaves of absence, without pay, for periods of medical disability as defined herein not to exceed six months may be granted by the Sheriff in writing to any employee who has completed their probationary period. Said leave shall be applied for in writing at least fourteen calendar days prior to the effective date of said leave, if possible. Said notice period may be waived by the Sheriff. Requests for said leave shall include a written statement from a qualified physician citing the specific medical condition necessitating the leave and also setting forth the prognosis relative to the probability of the employees return to the performance of job duties required by the Employer.

#### 7.06

Prior to return to work, the employee shall furnish the Employer with a written statement from a qualified physician who attended the employee in the treatment of the disability covered by the medical leave.

Said statement shall be submitted, if possible fourteen calendar days prior to the termination date of the leave and shall state that the employee is released to perform the prior job duties as required by the Employer. The employee shall be returned to his/her former position.

#### 7.07

The Employer, at its option and expense, may require the employee to be examined by a qualified physician of the Employer's selection.

#### 7.08

If an employee is unable to return to work on the date stipulated, he/she may submit a written request to extend his/her leave of absence, subject to approval of the Sheriff. If on the date following the expiration of the leave of absence, an extension is not requested and granted and the employee has not returned to his/her position, the employee shall be considered to have resigned from County employment.

#### 7.09

Employees shall not accrue seniority when a leave in excess of thirty days is authorized under this provision.

#### 7.10

Family & Medical Leave. At the option of the employee, an employee entitled to family or medical leave under Wisconsin Statutes Section 103.10 may substitute, for any leave requested under the law, any other paid or unpaid leave for which the employee is eligible so long as the employee has met the requirements entitling that employee to that leave.

### ARTICLE VIII – HOLIDAYS

#### 8.01

Each regular full-time employee shall be granted the following holidays, or days in lieu thereof, off with pay: 1) New Year's Day; 2) Martin Luther King Jr. Day; 3) Good Friday; 4) Memorial Day; 5) July 4th; 6) Labor Day; 7) Thanksgiving Day; 8) Friday after Thanksgiving Day; 9) Day before Christmas; 10) Christmas Day; 11) One floating holiday of the employee's choice.

#### 8.02

If any of the above listed holidays shall fall on a Saturday, the Friday before shall be declared the holiday. If any of the above listed holidays shall fall on a Sunday, the Monday following shall be declared the holiday. [This is only for employees on a 5-2 schedule.]

#### 8.03

To be eligible for holiday pay, the employee must work his/her regular schedule of hours on the day immediately before and the day immediately after the holiday, unless on authorized paid time off.

#### 8.04

**24/7 Positions.** If a holiday falls on an employee's scheduled day of work, the employee shall be paid time and one-half (1-1/2) for all hours worked and shall be entitled to a compensatory day off with pay. If a holiday falls on an employee's scheduled day off, the employee shall be entitled to a compensatory day off with pay. Any requested compensatory day off shall be granted subject to the approval of the Sheriff. Employees, shall, however, have the right to accumulate and use holidays to extend their annual vacation within twelve (12) months of said holiday.

Requests for holiday time shall be by seniority within each shift of each division, but the days must be requested prior to February 1 of the New Year. Holiday requests will be granted only after all vacation requests have been approved. After February 1, all holiday requests will be approved on a first come,

first serve basis, with no regard to seniority. Holidays may be used in increments as small as one-quarter (1/4) hour at a time, except Floating Holidays which must be used in single day increments.

An employee on a 5-2 schedule who works eight (8) hours on a holiday shall receive one and one-half (1 1/2) times the employee's normal hourly rate of pay and will be paid eight (8) hours of holiday pay or granted a day off with pay in lieu thereof, at the employee's option. If an employee on a 5-2 schedule works less than eight (8) hours on a holiday, he/she shall receive one and one-half (1 1/2) times the employee's normal hourly rate of pay for hours worked and eight (8) hours of pay for the holiday.

#### 8.05

**Overtime on a Holiday.** Employees shall be paid at the rate of one and one half (1 ½) times their regular rate of pay for the first eight (8) hours of their shift and at two and one-half (2 1/2) times their regular rate of pay for all hours worked thereafter on a holiday. Employees working on their scheduled day off will be paid two and one half (2 ½) times their regular rate of pay for all hours worked on the holiday.

## ARTICLE IX - GRIEVANCE PROCEDURE

#### 9.01

Any dispute which may arise from an employee or Association complaint with respect to the interpretation of the terms and conditions of this Agreement shall be subject to the following grievance procedure, unless expressly excluded from such procedure by the terms of this Agreement. All grievances, except those involving wage schedule movement or increase shall be initiated at Step 1. Grievances involving wage schedule movement or wage adjustments shall be initiated only at Step 3. Time limits set forth herein may be extended upon mutual agreement of the parties. The Association shall have the right to be notified and be present at all steps of the Grievance Procedure.

#### 9.02

**Step 1.** The employee and/or Association Committee shall present the grievance, orally or in writing, involving matters of interpretation of the terms and conditions of this Agreement to the most immediate supervisor who has the authority to make adjustments in the matter within 14 calendar days of the alleged grievance or the time the employee can reasonably have been expected to have knowledge of said grievance.

The supervisor shall respond within 7 calendar days. If the grievance is denied, said denial shall be in writing.

#### 9.03

**Step 2.** If the grievance is not resolved at Step 1 within seven (7) calendar days from the date of the written denial in Step 1, the employee and/or the Association Committee shall present the grievance in writing to the Sheriff or his/her designee, who shall attempt to adjust the grievance. The Sheriff or his/her designee, shall meet with the employee, and/or the Association representative within seven (7) calendar days following receipt of the written grievance. The Sheriff, or his/her designee, shall provide a written response to the employee or Association representative, within 14 calendar days of the meeting.

#### 9.04

**Step 3.** If a satisfactory settlement is not reached in Step 2 it shall be presented in writing to the Human Resources Director by the employee or the Association Committee and/or the Association representative no later than seven (7) calendar days after receipt of the Sheriff's decision. Within fourteen (14) calendar days, the Human Resources Director shall meet with the parties to discuss the grievance and attempt to settle the matter. If there is no settlement, the Human Resources Director shall provide a decision in writing to the Association within fourteen (14) calendar days following the meeting of the parties.

#### 9.05

**Step 4.** If a satisfactory settlement is not reached in Step 3 within fourteen (14) calendar days after the date the Human Resources Director's written response is due, the County or the Association may serve written notice upon the other that the grievance issue shall be arbitrated.

Within seven (7) calendar days thereafter, the parties shall meet and attempt to agree upon an arbitrator. If the parties fail to agree upon an arbitrator within fourteen (14) calendar days following said notice of arbitration, the parties shall request the Wisconsin Employment Relations Commission to submit a panel of 5 arbitrators. In the event the parties do not agree upon one of the 5 arbitrators, the moving party shall strike two names and the opposing party shall strike 2 names and the individual remaining shall serve as arbitrator to hear the dispute. The arbitrator shall have jurisdiction and authority only to interpret the specific provision aggrieved and shall not amend, delete, or modify any of the express provisions of this Agreement.

#### 9.06

**Costs.** The decision of the arbitrator shall be final and binding upon the parties. The cost of arbitration shall be borne equally by the parties, except that each party shall be responsible for the costs of any witnesses testifying on its behalf. Upon mutual consent of the parties, more than one grievance may be heard before one arbitrator.

## ARTICLE X – VACATIONS

#### 10.01

All regular full-time employees shall earn vacation from the most recent date of employment followed by uninterrupted employment (sick leave shall not be counted as an interruption of employment).

#### 10.02

Employees shall not be entitled to vacation while on probation, but upon completion of their probationary period, shall receive credit for their probationary time.

#### 10.03

Effective 1/1/2011, employees shall be entitled to annual paid vacation as follows: Upon the completion of one year, ten (10) working days; in addition, employees shall be entitled to one additional day of vacation per year for each additional year of employment, up to a maximum of twenty-five (25) working days of paid vacation per year according to the following schedule:

After 2 years – 11 days	After 10 years – 19 days
After 3 years – 12 days	After 11 years – 20 days
After 4 years – 13 days	After 12 years – 21 days
After 5 years – 14 days	After 13 years – 22 days
After 6 years - 15 days	After 17 years – 23 days
After 7 years – 16 days	After 18 years – 24 days
After 8 years – 17 days	After 19 years – 25 days
After 9 years - 18 days	

#### 10.04

The number of employees on vacation at any one time, within a given classification or job title, shall be determined by the Sheriff.

#### 10.05

Choice of vacation time, within a job title shall be by seniority as outlined in Section 5.01.

#### 10.06

Employees shall be encouraged to use vacations in periods of one (1) week or more. In the event an employee wishes to use vacations in smaller increments of vacation, use shall be allowed with Sheriff's approval in cases which would not adversely affect the Sheriff's Office work schedule.

#### 10.07

No employee who was given an opportunity to use his/her vacation shall carry unused vacation from one year into the next except by the written permission of the Sheriff and the Human Resources Director. Correctional Officers may request and shall be paid for any unused vacation, but not to exceed one-half (1/2) of the employees annual vacation.

#### 10.08

For Correctional Officers the vacation schedule will be posted no later than December 1<sup>st</sup> of each year and each employee shall be expected to designate his/her choice for vacation period no later than February 1<sup>st</sup>. Seniority as expressed in 5.01 above shall govern. Vacation requests after February 1<sup>st</sup> shall be granted on a first-come, first-serve basis. Choice of vacation time, within a job title shall be by seniority on the employee's assigned work shift.

#### 10.09

Employees who retire or the heirs thereof whose services are terminated due to death shall be entitled to be paid for all vacation earned, but unused, plus all earned vacation for the year in which they retire or terminate due to death. Also, employees who resign and give notice to the Employer of their resignation at least two weeks prior to the effective date of their resignation, and who are discharged (except for theft or dishonesty) shall be paid for the number of vacation days earned, but unused as of the date of resignation or discharge. A fractional month of employment shall be counted as a whole month, when the fraction is one-half or more and dropped when less than one-half.

## ARTICLE XI - SICK LEAVE

### 11.01

Each full-time employee shall accumulate one sick leave day with pay for each month or major fraction thereof of employment until a total of one thousand, two hundred (1,200) hours have been accumulated.

New employees shall earn one sick leave day per month for each month of continuous employment, but may not use such sick leave until they have completed six (6) months of continuous service.

### 11.02

Sick leave pay shall begin on the first day of absence for illness and notice shall be given by the employee no later than at least one (1) hour prior to their regular starting time.

### 11.03

Sick leave may be utilized for preventative health care such as dental and doctor office appointments, provided that any employee utilizing sick leave in such manner give written notice of his/her intent to the Employer to do so no later than seven days in advance of the day such employee desires to use for such purpose.

### 11.04

Sick leave shall be granted to all employees when required to be absent from work because of the serious illness of a member of the employee's immediate family or household requiring the employee's care and attention.

### 11.05

Employees who terminate or retire with ten or more years of continuous service with the Employer, shall have all of their accumulated sick leave hours not to exceed one thousand, two hundred (1,200) hours contributed to a Post-Employment Health Plan (PEHP). The County will contribute \$10.00 per pay period to this plan for each eligible employee. In the event of the death of any employee covered by this Agreement, the County shall make the same sick leave payments to the employee's spouse, if any, and then to the children, if any, and then to the employee's estate. Full-time and part-time Employees who are eligible for health insurance coverage will receive this benefit. Administration of this plan will be as specified in plan documents and subject to State and Federal statutes and regulations. Any required administrative fees will be the responsibility of the Employee. In the event of a discharge for cause, the employee will not receive this benefit.

### 11.06

**Sick Leave Payment.** Employees with at least ten years of service who have accumulated more than eight hundred (800) hours of sick leave may elect to be paid in cash for those hours beyond eight hundred (800) at a rate of one hour of sick leave equals one-half hour of pay. Employees must notify the department through sign-up, of their intention to collect such pay for sick leave before December 1, of each year. Employees failing to notify the department as required will not be permitted to sign up until the following year. Said payout shall be for a time accrued as of December 31, of the year the election is made, and shall be paid out on the second paycheck in January.

## ARTICLE XII - BEREAVEMENT LEAVE

### 12.01

In the event of a death an employee may be excused from work without loss of pay for up to a maximum of thirty-two (32) hours annually for the purpose of attending a person's wake, visitation, memorial service, funeral, or make necessary arrangements regarding the person's death, within a reasonable time after the occurrence.

If additional time is required beyond the thirty-two (32) hours annually, an employee may request to use accumulated vacation, holiday or comp-time. Sick leave cannot be used.

Bereavement leave cannot be accrued from one year to the next.

Bereavement leave can be used in increments of quarter hours.

A second or third shift employee may be excused from work the scheduled shift before or after the event, provided the shift begin or ends on the same calendar date of the event.

All leaves under this section shall be prorated based upon the employee's FTE.

### 12.02

**Pallbearer Pay.** In the event an employee is requested to act as pallbearer for a funeral not otherwise eligible for funeral leave, he/she shall be granted one day to so serve without loss of pay.

## ARTICLE XIII - BENEFITS IN LIEU OF WAGES

### 13.01

A group comprehensive major medical plan shall be in force for all full-time employees, the premiums for which shall be paid by the County. In addition, all full-time employees shall have the like coverage provided for their dependents, the expense of which shall be provided by the County during the term of the contract. During the term of the contract the health insurance plan in effect will not be modified except by mutual agreement of the parties. The schedule of medical benefits will be modified as specified in Appendix B.

### 13.02

An employee who retires from County employment or spouse, thereof, prior to age sixty-five shall be allowed to remain in the Group Hospital and Surgical and the Major Medical Insurance Plan until age sixty-five, provided they submit the required monthly premium to the County Financial Accounting Office, made payable to the County Treasurer.

### 13.03

**Life Insurance.** Employees shall be entitled to participate in the Wisconsin State Group Life Insurance Program pursuant to the provisions of Wisconsin Statute 40.20.

### 13.04

**Dental Insurance.** A group dental insurance plan shall be made available by the County. The coverage and benefit level shall be as set forth in Appendix A of this Agreement. The cost for said

premiums shall be shared as follows: The Employer shall pay 60% of applicable premium and the employee shall pay 40% of the applicable premium.

### 13.05

**Retirement.** For all employees covered by this agreement, the County shall participate in the Wisconsin Retirement System pursuant to Wisconsin State Statute 40.21(1). The Employee shall contribute the full employee's contribution of the employee's earnings as required by 40.05(1)(a)(3).

### 13.06

**Unemployment Compensation Insurance.** The Employer will continue to provide Unemployment Compensation Insurance pursuant to Wisconsin Statute.

### 13.07

**Worker's Compensation.** In the event that an employee covered by this Agreement is injured while at work and as a consequence of said injury or illness received Worker's Compensation disability pay, said employee commencing with the fourth day of absence, shall receive in addition to his/her Worker's Compensation payment such supplemental payment as will equal his/her full pay for injury or illness for a period of time not to exceed thirteen weeks. Payment shall be accomplished by said employee endorsing and returning the payment for Worker's Compensation to the County and the County shall issue to the employee his/her regular bi-weekly paycheck in the event of a delay in processing the Worker's Compensation claim, the County will continue to issue the employee's regular paycheck and the employee shall sign a waiver stating that he/she shall endorse and return the Worker's Compensation check to the County immediately upon its receipt.

Time covered by this provision shall not be charged against sick leave, provided that the employee will be permitted to use accumulated sick leave for the first three days of absence.

### 13.08

**Uniform Allowance.** Each full-time employee shall be granted an annual uniform allowance of \$635.00. This shall be paid to the employee on or before January 15 of each year by separate check.

### 13.09

**New Hire Uniform Allowance.** Each new employee shall receive a clothing allowance in the amount of \$1,000.00, in the form of a separate check, within two (2) weeks of starting date of employment to purchase approved clothing items as defined in Standard Operating Procedure 4.140, Uniforms for the Rock County Sheriff's Office.

## ARTICLE XIV - HOURS OF WORK, WAGES, CLASSIFICATION AND PAYDAY

### 14.01

#### Section A. Hours of Work, Wages, Classifications and Step Progression.

- (1) Correctional Officers assigned to work the schedule commonly referred to as the "5-2/5-3 work schedule":



The work schedule shall consist of an eight and one half hours work day with scheduled work days as follows: work five (5) days, off work two days (2) days, work five (5) days, off work three (3) days, with above cycle repeating itself every two weeks. For payroll purposes, base hours will be (79.55) hours in each fourteen (14) day cycle. The work period is defined as a regular recurring period of twenty eight (28) days.

(2) Correctional Officers assigned to work a 5-2 Monday through Friday schedule:

For payroll purposes, base hours will be (80) hours in each fourteen (14) day cycle. The work period is defined as a regular recurring period of twenty eight (28) days.

**Section B.** Each regular full-time employee shall receive time and one-half his or her hourly wage or time and one half compensatory time off for all hours worked in excess of 8 or 40 hours per week for a 5-2 schedule or eight and one-half hours per day for a 5-2/5-3 schedule; time and one-half compensatory time off shall be taken within the calendar year in which it was earned.

With approval of the Sheriff, if a vacation, holiday or compensatory time is scheduled at least twenty four (24) hours in advance, and is subsequently cancelled by management, the employee will be paid time and one-half (1 ½) for hours worked and will retain the vacation, holiday or compensatory time in the appropriate bank.

**Section C. Step Progression.** The entrance pay rate for new employees shall normally be hired at Step A. They will be advanced to Step B effective after completion of 1 year of employment. Employees will be advanced to Step C after 2.5 years, and to Step D after 5 years, and to Step E after 7 years.

The Sheriff may determine that a particular appointment be made above the entrance pay rate in recognition of relevant experience and/or exceptional qualifications, up to Step C, the 2.5 years step. In this scenario, the employee will receive completion credits, as labeled in the wage schedule, towards step progression. For example, if the employee is awarded Step B, the 1 year step, they have earned 1 year toward movement to the 2.5 years step. These completion credits only apply to step progression and no other benefits or seniority.

**Section D. Shift Differential.** Correctional Officers who work on the second shift (3:00 p.m.-11:00 p.m.) shall receive 1% of their base pay as a shift differential. Correctional Officers who work on the third shift (11:00 p.m.-7:00 a.m.) shall receive 2% of their base pay as shift differential.

**Section E. Longevity Pay.** Correctional Officers who obtained ten or more years of service as a correctional officer with Rock County as of November 1 of each year, shall receive Longevity Pay. Longevity Pay shall be equal to one and one-half percent of the Correctional Officers base salary, which shall be calculated by multiplying the hourly wage in step E-First Shift by 2088 hours. Longevity Payments shall be issued to correspond to the second paycheck in November and start in November 2021 and continue every year thereafter. Longevity Payments will be made by a separate check or deposit and not included with the ordinary bi-weekly payroll payment.

## 14.02

**Payday.** Employees shall be paid bi-weekly on alternative Fridays, except when those days fall on a holiday in which case employees shall receive their pay on the day preceding the holiday.

If an employee is on vacation or leave of absence, his/her pay shall be mailed to him/her upon request.

#### 14.03

**Mileage.** Any employee who is required to travel in his/her personally owned automobile in the course and discharge of his/her official duties will be reimbursed at maximum IRS rate per mile actually traveled by the most direct route, provided that such travel has been authorized by the Sheriff or appropriate supervisors.

#### 14.04

The County shall provide a current job description for the position of Correctional Officer which will be reviewed and updated annually.

#### 14.05

The Employer shall provide yearly TB Skin testing and provide Hepatitis B shots for all employees (on a voluntary basis) covered by this Agreement.

#### 14.06

As a condition of employment, employees must have a telephone or a place of telephone contact. Employees shall be required to notify the Sheriff and Human Resources of any change of name, address, telephone number or contact place within 14 days of change.

#### 14.07

All employees shall be granted a fifteen minute coffee break prior to their lunch break and following their lunch break. Such coffee breaks shall not disrupt or disturb efficiency of the Department. Employees who are scheduled to work the third shift, 10:30 p.m. - 7:00 a.m., shall not receive the coffee breaks referred above, but shall receive thirty minutes off during their shift for rest or meal.

#### 14.08

The Employer agrees to implement a policy in all division/bureaus that all mandated overtime will be divided as equally as possible among qualified employees. Any employee who is called in to work at other than his/her normal reporting time shall receive a minimum of two hours pay for such work.

#### 14.09

**Court Pay.** Employees who are off duty and are called in to work or are subpoenaed to appear in court as a result of their work assignment shall receive a minimum of two hours pay at the rate of time and one-half. If the employee is required by the court to be present in court for time over and above the minimum, said employee shall be paid at the rate of time and one-half.

Employees shall be reimbursed for mileage costs incurred because of court appearances required under this provision.

Employees shall sign and turn over to the County any and all fees and reimbursements paid because of court appearances resulting from their work assignment.

**Subpoena Cancellation Pay.** Employees who are subpoenaed to testify on off-duty time and are not notified of the cancellation or dismissal of said subpoena at least twenty-four hours prior to the time

scheduled for appearance, shall be paid two hours of pay at their regular rate of pay. There shall be a maximum of two (2) canceled subpoenas per day.

#### 14.10

Correctional Officers assigned to serve as Jail Training Officers shall be compensated one hour of straight time for each four hour period they are required to prepare a Daily Observation Report for an employee in training. Jail Training Officers may elect to receive one hour compensatory time instead of straight time pay.

#### 14.11

**Damage to Personal Articles & Clothing.** In the event that personal clothing/articles of an employee are damaged in the employee's normal course of duties and as a result of the actions of a third party, the County will replace the clothing or articles by payment to the employee of a sum that represents a fair market value of clothing or articles at the time of damage. Employees receiving a clothing allowance shall be ineligible for reimbursement under this Article for items damaged that are eligible for purchase under the allowance. The amount of reimbursement shall not exceed \$150 per employee per incident.

The incident causing such damage and the value of the clothing or articles damaged may be subject to verification by a competent witness at the request of the Employer. It will be the sole judgment of the Employer what market value is attached to the particular article or piece of clothing, which shall not be arbitrary, capricious or discriminatory.

#### 14.12

**Compensatory Time Earned.** In the event the Sheriff or his authorized representatives post information occasionally relating to technical training programs, seminars, and other specialized police training or meetings, and in the event an employee shall voluntarily desire to attend said program during his/her off-duty hours; then any such employee shall receive compensatory time off from his/her regular working hours for substantially the same amount of time spent in attending and traveling to and from said off-duty training programs.

#### 14.13

**Compensatory Time-Off.** Each employee seeking such compensatory time off shall certify to the Sheriff the number of hours spent at said program, including travel time, during off-duty time and the place where such courses were taken prior to receiving compensatory time off. It is the express intent of the parties hereto that attendance at such approved programs shall be voluntary on the part of the Correctional Officers. Utilization of compensatory time shall be subject to the staffing needs of the department in the judgment of the Sheriff or his authorized representative. Accumulation of compensatory time shall not exceed eighty (80) hours. Compensatory time must be taken in the calendar year in which it was generated or it will be paid out on the 25<sup>th</sup> pay date of the calendar year in a separate check.

#### 14.14

**Specialty Teams.** Correctional Officers who receive training as a result of being on a specialty team (SWAT, DIVE, CERT, FIELD FORCE and Honor Guard) will receive straight time for all hours of training unless overtime is required under the FLSA.

### ARTICLE XV - JURY DUTY, VOTING

#### 15.01

Any employee required to report for jury duty shall receive his/her normal wages for each day his/her presence shall be required by the Court. Any employee required to report, but not selected for jury duty shall return to his/her place of work as soon as may be reasonably expected. Such employee shall return to the Employer any monies received from or through the Clerk of Courts for such jury duty.

#### 15.02

Any employee who can satisfactorily show that he/she cannot vote during his/her off duty hours shall be allowed time off with pay to cast his/her ballot in all legally constituted elections.

### ARTICLE XVI - NO STRIKE, NO LOCKOUT

#### 16.01

During the term of this Agreement no employee shall engage in or in any way encourage or sanction any strike, work-stoppage, slow-down, sit-down, walkout, concerted resignations or sick leave or any other action which would interrupt or interfere with work or responsibilities of Employer, and no employee shall prevent or attempt to prevent access of employees to the offices of Employer at any location or worksite of Employer. Any employee who violates any of the above prohibitions for any reason shall be subject to discipline or discharge at the sole discretion of the Employer and shall forfeit all benefits under this Agreement. Any such discharge or disciplinary action invoked by Employer or forfeiture of benefits under this Article, shall be ratified by the Rock County Board of Supervisors and upon such ratification shall be conclusive and shall not be subject to any grievance procedure or any administrative or court review.

#### 16.02

The Association agrees that it shall not authorize, instigate, aid, condone, maintain or support a strike or any other action prohibited by this Article. The Association further agrees that it shall not discriminate against any non-Association employee or prospective employees.

#### 16.03

The Employer agrees that there shall be no lockout nor shall the Employer discriminate against any employee because of Association activities.

#### 16.04

The Employer and the Association agree that there shall be no discrimination against any employees or prospective employees because of race, creed, color, age, sex, national origin or handicapping condition. It is and shall be the policy of the Employer and the Association to treat all employees equally.

## ARTICLE XVII - DISCHARGE, SUSPENSION

### 17.01

The Employer may discharge, suspend or otherwise discipline any employee for proper cause. An employee discharged or suspended will be informed of the reasons in writing, within two working days of the discharge.

### 17.02

An Association Officer and/or Business Agent will be present when an employee is suspended or discharged if requested by the employee or the Employer.

### 17.03

Written reprimands will remain in effect for a period not to exceed one year and at the end of such period shall be removed from the employee's personnel file. Personnel files shall be open to employees at all times. Records of suspensions will remain in an employee's personnel file for a period of two years.

### 17.04

Disciplinary action must be grieved within fourteen days.

### 17.05

The Employer shall take disciplinary action no more than seven days from the date that a disciplinary investigation is completed. Upon notification to an employee of a pending disciplinary investigation, the employer shall act diligently to keep the employee and the Association Officer or Business Agent apprised of the status of the investigation.

## ARTICLE XVIII - ALTERATION, LIMITATIONS, DURATION

### 18.01

This Agreement may be amended anytime during its life upon the mutual consent of the Employer and the Association. Such amendment to be enforceable, must be in writing and attached to all executed copies of this Agreement.

### 18.02

This agreement shall supersede all ordinances or resolutions which are in conflict herewith; however, if any article or section be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

### 18.03

This Agreement shall commence on January 1, 2022 and shall remain in full force and effect through December 31, 2022, unless either party desires to alter, amend or otherwise change this Agreement upon written notice to the other party to be received no later than July 1, 2022, or the first day of July in any year thereafter, this Agreement shall be automatically renewed from year to year. In the event one

of the parties desires to alter, amend, or otherwise change this Agreement and proper notice is given, but agreement between the parties to the proposed alteration, amendment, or other change is not reached prior to the expiration date of this Agreement, and unless other terms are agreed to this Agreement shall continue in full force and effect until the parties shall agree to the proposed alterations, amendments, or other changes. It is expressly understood between the parties that time is of the essence in the submission and receipt, if any, of the aforementioned notice.

## ARTICLE XIX – DEFINITIONS

### 19.01

The following terms as hereinbefore used in this Agreement, shall have the following meanings:

- a) Sheriff means the elected Sheriff or his/her designee.
- b) Human Resource Director means the Human Resource Director of Rock County.
- c) Association Committee means a committee of members of the Association representing Rock County Correctional Officers.
- d) County Administrator means the Administrator of Rock County.
- e) Employees are defined as follows:
  - 1) Regular full-time -- those employees who are scheduled to work forty hours or more per week.
  - 2) Temporary -- those employees who are hired for a specified period of time not to exceed six months.
- f) Classification Changes:
  - 1) Promotion -- change in job classification to another job classification with a higher salary range.
- g) Immediate Family Includes spouse, child, stepchild, parent, stepparent, sibling, mother-in-law, father-in-law, sister-in-law (the sister of one's spouse or the wife of one's brother or the wife of one's spouse's brother), brother-in-law (the brother of one's spouse or the husband of one's sister, or the husband of one's spouse's sister), son-in-law, daughter-in-law, grandparent, grandchild or step grandchild, domestic partner (as defined by the state of Wisconsin), aunt (the sister of one's father or mother, or the wife of one's uncle), uncle (the brother of one's father or mother, or the husband of one's aunt), niece, and nephew. Immediate family shall not include former "in-laws" due to divorce.

## ARTICLE XX - PARAGRAPH HEADINGS

### 20.01

The paragraph headings contained herein are for convenience in reference and for orderly arrangement, and are not intended to define or limit the scope of any provisions of this Agreement.

ARTICLE XXI – APPENDIX

21.01

The following appendices shall be part of this Master Agreement.

- Appendix A, Wages
- Appendix B, Schedule of Health Benefits
- Appendix C, Schedule of Dental Benefits

21.02

The wage appendix attached hereto is made part of this Agreement by this reference.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2021

FOR THE COUNTY:

FOR THE ASSOCIATION:

\_\_\_\_\_

\_\_\_\_\_

County Clerk

President, Correctional Officers' Association

\_\_\_\_\_

Vice President, Correctional Officers' Association

## Appendix A

### 2022 Wages

APPENDIX A						
WAGE APPENDIX						
CORRECTIONAL OFFICER						
2022						
CLASSIFICATION		Step				3RD &
			1st	2ND (1%)	MID (2%)	
Correctional Officer						
Hire rate	1/1/2022	A	21.12	21.33	21.54	
After 1 Year	1/1/2022	B	21.75	21.97	22.19	
After 2.5 Years	1/1/2022	C	22.79	23.03	23.25	
After 5 Years	1/1/2022	D	23.89	24.13	24.38	
After 7 Years	1/1/2022	E	25.74	26.00	26.23	



## Appendix B

### Schedule of Health Insurance Benefits

**Employee's Share of Premium:** 10%-however the employee can earn back that 10% with completion of the Rock County Healthy Employee Incentive Program (HEIP)

Benefit	Dean or Mercy Point of Service Plan
Deductible	In Network: \$500 / \$1,500 Out of Network: \$750 / \$2,250
Coinsurance	In Network: 90% Out of Network: 65%
Deductible and Coinsurance Limit	\$3,650/\$7,300
Maximum Total Cost (Medical and Pharmacy)	In Network: Covered at 100% Out of Network: Deductible, then 65% Coinsurance
Preventative Care	In Network: Covered at 100% Out of Network: Deductible, then 65% Coinsurance
Primary Care / Specialty Care Office Visit	In Network: \$15 Copay Out of Network: Deductible, then 65% Coinsurance
Urgent Care	In Network: \$30 Copay Out of Network: \$30 Copay
Emergency Room	In Network: \$300 Copay* Out of Network: \$300 Copay* *ER Copay waived if admitted to the hospital
Inpatient / Outpatient Hospitalization	In Network: Deductible, then 90% Coinsurance Out of Network: Deductible, then 65% Coinsurance
Prescription Drugs	\$10/\$25/\$50/\$150

## Appendix C

### Schedule of Dental Benefits

#### APPENDIX C

### Schedule of Dental Benefits

	LOW PLAN	HIGH PLAN
Maximum per participant per calendar year	\$1,000.00	\$1,500.00
Deductible per participant per calendar year	\$25.00*	\$0.00
Maximum family deductible per calendar year	\$75.00*	\$0.00
*Diagnostic (includes)	100%	100%
Diagnostic X-rays		
Oral Examinations		
*Preventive	100%	100%
Ancillary (includes)	100%**	100%
Anesthesia and injections		
Emergency palliative treatment and		
Denture repairs/adjustments		
Restorations		
Regular (Direct Fillings)	100%**	100%
Crowns, inlays, onlays	50%**	70%
Bridges and dentures	0	70%
Oral Surgery	100%**	100%
Endodontics	100%**	100%
Periodontics	100%**	100%
Orthodontic Services	50%	50%
(lifetime max \$1,000, dependents only)		
Dependents covered to age	26	

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE ROCK COUNTY CORRECTIONAL OFFICERS ASSOCIATION  
AND  
THE COUNTY OF ROCK WISCONSIN

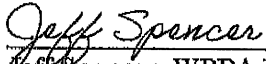
2022 COMPREHENSIVE POSITION AND WAGE CLASSIFICATION STUDY

Included in the 2022 Rock County Budget approved by the Rock County Board of Supervisors on November 9, 2021, is funding for an outside consultant to perform a comprehensive position and wage classification study across the Rock County workforce. The Rock County Correctional Officers Association and the County of Rock hereby agree that positions within the collective bargaining unit represented by the Correctional Officers Association will be included in any comprehensive wage study performed by or on behalf of the County of Rock in 2022.

Dated this 7<sup>th</sup> day of December, 2021.

ROCK COUNTY CORRECTIONAL OFFICERS ASSOCIATION

 11/23/21  
Daniel Banks, President

 11/23/2021  
Jeff Spencer, WPPA Business Agent

COUNTY OF ROCK

  
Sheriff Troy Knudson

  
Annette Mikula, HR Director

## RESOLUTION

### ROCK COUNTY BOARD OF SUPERVISORS

Supervisor Rich Bostwick  
INITIATED BY

County Board Staff Committee  
SUBMITTED BY



Attorney Andrew Phillips, Wisconsin  
Counties Association, & Corporation  
Counsel Richard Greenlee  
DRAFTED BY

12/7/2021  
DATE DRAFTED

**Authorizing Settlement in the National Opioid Litigation with Defendant Distributors McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and Manufacturer Janssen Pharmaceuticals, Inc., and its Parent and Affiliate Companies Johnson & Johnson, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.**

**WHEREAS**, by Resolution No. 17-10A-371 of the Rock County Board of Supervisors, the County entered into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic;

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

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

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

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

**WHEREAS**, the settlement discussions with 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;

**WHEREAS**, the Plaintiff’s Executive Committee and Settling Defendants have negotiated two agreements, 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;

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

**WHEREAS**, the County is a Participating Subdivision in the Settlement Agreements and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreements; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreements among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the “Allocation MOU”); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the “AG MOU”); and (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreements and the AG MOU;

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

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

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

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

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

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

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

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

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

**WHEREAS**, the County, by this Resolution, shall establish the Opioid Abatement Account for the receipt of the proceeds of the Settlement Agreements consistent with the terms of this Resolution;

**WHEREAS**, the County’s Opioid Abatement Account shall be separate from the County’s general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements;

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

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

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

**WHEREAS**, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreements and payment of attorney fees, shall execute an Escrow Agreement, which shall among other things direct the escro agent responsible for the receipt and distribution of the proceeds from the Settlement Agreements to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the “Attorney Fees Account”) in order to fund a state-level “backstop” for payment of the fees, costs, and disbursements of the Law Firms;

**WHEREAS**, in no event shall payments to the Law Firms out of the Attorney Fees Account and the fee

fund established in the Settlement Agreements exceed an amount equal to 25% of the amounts allocated to the County in the Allocation MOU;

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ hereby approve the following actions to be taken:

1. The execution of the Distributors Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same;
2. The execution of the Janssen Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair to execute same;
3. The final negotiation and execution of the Allocation MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute the same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Allocation MOU provided to the Board with this Resolution;
4. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair to execute same; and
5. The corporation counsel's negotiation and execution of the Escrow Agreement for the receipt and disbursement of the proceeds of the Settlement Agreements as referenced in the Allocation MOU.

**BE IT FURTHER RESOLVED** that the Finance Director and Rock County Treasurer shall establish an account separate and distinct from the County's general fund which shall be titled "Opioid Abatement Account." All proceeds from the Settlement Agreements not otherwise directed to the Attorney Fees Account established under the Escrow Agreement shall be deposited in the Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreements.

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

Respectfully submitted,

**COUNTY BOARD STAFF COMMITTEE**

\_\_\_\_\_  
Rich Bostwick, Chair

\_\_\_\_\_  
Wes Davis, Vice-Chair

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Tom Brien

---

Kevin Leavy

---

Louis Peer

---

J. Russell Podzilni

---

Alan Sweeney

---

Bob Yeomans

---

Mary Beaver

LEGAL NOTE:

The County Board is authorized to take this action pursuant to Wis. Stat. §§ 59.01, 59.51, 100.18(11)(b), & 165.12.

s/Richard Greenlee

Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

/s/Josh Smith

Josh Smith  
County Administrator

FISCAL NOTE:

Once the settlement funds are allocated and received, budget amendment resolutions will be needed to appropriate the funds to approved activities.

/s/Sherry Oja

Sherry Oja  
Finance Director

**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*”).<sup>14</sup>

- 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.

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<sup>14</sup> 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:<sup>15</sup>

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.

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<sup>15</sup> 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 (“CTI”), 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
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**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
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**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.

## WISCONSIN LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

**WHEREAS**, the Local Governments intend this Local Government 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 substantially similar to those identified on the attached Exhibit A.

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

1. The Local Governments shall in good faith cooperate and negotiate with the State to identify an appropriate escrow agent (“Escrow Agent”) and, thereafter, prepare an Escrow Agreement relating to the receipt and distribution of the proceeds payable to the State and the Local Governments under the Settlement Agreements (“Opioid

Funds”) consistent with the terms of the MOU between the State and the Local Governments and otherwise consistent with this MOU. The Escrow Agreement shall govern the Escrow Agent’s receipt and distribution of all Opioid Funds.

2. The Escrow Agreement shall authorize the escrow agent to establish an account separate and distinct from any account containing funds allocated or allocable to a Local Government which shall be referred to herein as the “Attorney Fees Account.” Pursuant to Wis. Stat. § 165.12(6) a sum up to but in no event exceeding an amount equal to 20% of the total proceeds from the Settlement Agreements attributable to Local Governments shall be deposited into the Attorney Fees Account. If the payments from a single year are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of each payment. A minimum of 80% of the Settlement proceeds attributable to Local Governments shall be paid to each Local Government’s segregated Opioid Abatement Account, which may be expended only for approved uses for opioid abatement as provided in the Settlement Agreements and supporting Memorandums of Understanding. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements of counsel to a Local Government. The Attorney Fees Account shall be further split and attributed among the Local Governments according to the allocation percentages set forth on Exhibit A and counsel shall make application, and receive payment, only on the allocations within the Attorney Fees Account attributable to its clients. The parties shall cooperate in the appointment of a Special Master in the event of any disputes. Any amounts paid counsel from the national fee fund established in the Settlement Agreements and allocable to the Local Government will be deducted from the Attorneys’ Fees Account so that no counsel to the Local Government may recover more than their fee contract with the Local Government. Any excess amounts remaining in the Attorney Fee Fund after funds have been allocated and paid to counsel shall revert back to the Local Governments and the escrow agent shall allocate such sums to Local Governments based on the allocation set forth on Exhibit A, which assigns each Local Government a percentage share. Counsel may make application for payment from the Attorney Fees Account at any time and the Local Governments shall cooperate with counsel in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.
3. Opioid Funds shall not be considered funds of the Local Government unless and until such time as an allocation is made to the Local Government following funding of the Attorney Fees Account as provided in Paragraphs 2 above.
4. The Escrow Agreement shall allocate Opioid Funds as follows: (i) 30% to the State of Wisconsin (“State Share”); (ii) 56% to Local Governments (“LG Share”); and (iii) 14% to the Attorney Fees Account.
5. The LG Share shall be paid to each Local Government by the Escrow Agent based on the allocation created and agreed to by the Local Governments and attached hereto as Exhibit A, which assigns each Local Government a percentage share of the LG Share.



6. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Funds.
7. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

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

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

\_\_\_\_\_  
Adams County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ashland County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Barron County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
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# 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 + J&J)	\$ 402,168,925.80
Local Government Percentage	70%
Estimated Amount to Local Government	\$ 281,518,248.06

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	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%	\$ 2,915,812.19

**Exhibit A – Local Government MOU**

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
County	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
County	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

**Exhibit A – Local Government MOU**



## **WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF UNDERSTANDING**

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

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

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

**WHEREAS**, the settlement discussions with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (“Settling Defendants”) resulted in tentative agreements as to settlement terms (“Settlement Agreements”) pending agreement from the State of Wisconsin, the Local Governments and other parties involved in the Litigation;

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

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

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

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

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

**A. Settlement Proceeds**

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. “Opioid Settlement Proceeds” do ***not*** include the “additional restitution,” reimbursement of the United States Government, or separate funds identified in the Settlement Agreements as payment of the Parties’ litigation fees, expenses, and/or costs.
2. The Settlement Administrator shall directly distribute the Opioid Settlement Proceeds to the State and to Local Governments in such proportions and for such uses as set forth in this MOU.
3. Opioid Settlement Proceeds shall be allocated as follows: (i) 30% to the State of Wisconsin (“State Share”); and (ii) 70% to Local Governments (“LG Share”). Opioid Settlement Proceeds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
4. 100% of the “Additional Restitution Amount” identified in both Settlement Agreements shall be paid to the State and deposited with the Department of Health Services.
5. Except for Opioid Settlement Funds expended in payment of attorney fees as provided in Wis. Stat. § 165.12(6), all Opioid Settlement Proceeds, regardless of allocation, and the entire “Additional Restitution Amount,” shall, consistent with Wis. Stat. § 165.12(3) and (4), be utilized only for purposes identified as approved uses for abatement in the Settlement Agreements.
6. If any portion of the LG Share is used for the payment of owed attorney fees as authorized under Wis. Stat. § 165.12(6), the Local Governments shall report to the Attorney General and the Joint Committee on Finance the amount of the payment(s) and provide the contract(s) under which the attorney fees are purportedly owed.

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

7. The LG Share shall be paid to each Local Government by the Settlement Administrator based on the allocation created and agreed to by the Local Governments which assigns

each Local Government a percentage share of the LG Share, less any applicable attorney fees as authorized under Wis. Stat. § 165.12(6) and referenced above.

8. Nothing in this MOU is intended to alter or change any Local Government's right to pursue its own claim. Rather, the intent of this MOU is to provide a mechanism for the receipt and expenditure of Opioid Settlement Proceeds. Notwithstanding the foregoing, only Local Governments who are Participating Subdivisions under the Settlement Agreements, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
9. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for attorney's fees and expenses may be applied only to the LG Share or any Local Government share of the LG Share. The State shall have no responsibility for payment of attorneys' fees or litigation expenses.
10. The parties understand that the United States may claim a portion of the Opioid Settlement Proceeds for Medicaid reimbursement. The parties agree that, to the extent a claim for Medicaid reimbursement is made, the parties shall bear the liability for the reimbursement on a pro rata basis based upon the particular claims made by the United States related to the Medicaid reimbursement. The parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.
11. This MOU may be executed in counterparts. Electronic signatures shall in all respects be considered valid and binding.

*[Signatures on Following Page]*

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

**ON BEHALF OF THE STATE OF WISCONSIN:**

\_\_\_\_\_  
Attorney General Josh Kaul

Date: \_\_\_\_\_

**ON BEHALF OF THE LOCAL GOVERNMENTS:**

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Marinette, City of  
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Marquette County  
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Menominee County  
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Milwaukee County  
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Cudahy, City of  
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Franklin, City of  
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Greenfield, City of  
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Milwaukee, City of  
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Oak Creek, City of  
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South Milwaukee, City of  
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Wauwatosa, City of  
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West Allis, City of  
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Monroe County  
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Oconto County  
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Oneida County  
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Pierce County  
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Polk County  
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Price County  
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Racine County  
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Mount Pleasant, City of  
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Sturtevant, City of  
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Union Grove, City of  
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Yorkville Town  
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Richland County  
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Rock County  
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Rusk County  
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Sauk County  
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Sawyer County  
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Shawano County  
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Sheboygan County  
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St. Croix County  
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Taylor County  
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Trempealeau County  
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Vernon County  
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Vilas County  
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Walworth County  
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Washburn County  
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Washington County  
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Waukesha County  
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Waupaca County  
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Waushara County  
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Winnebago County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

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Wood County  
Printed: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
Litigating Local Governments

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

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

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