

Jasper County, Iowa

Joe Brock

Denny Carpenter

Doug Cupples



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

January 9, 2018

9:30 a.m.

Pledge of Allegiance

- Item 1 Auditor – Dennis Parrott**
 - a) Hiring Resolution for Auditor Clerk Position**

- Item 2 Sheriff – John Halferty**
 - a) Approval of Quarterly Report Ending 12/31/2017**

- Item 3 Approval of Recorder's Monthly Report for December 2017**

- Item 4 Approval of Quit Claim Deed**

That part of the Former 100' Railroad Right-of-way located within the Southwest Quarter of the Northwest Quarter of Section 1, Township 78 N, Range 21 W of the 5th P.M., Jasper County, Iowa.

- Item 5 Approval of Liquor License for the Colfax Country Club**

- Item 6 Opioid Litigation**

- Item 7 Update on Rental Property**

- Item 8 Annex Building**

- Item 9 Board Appointments**

- Item 10 Approval of Board of Supervisors minutes for 1/2/2018**

PUBLIC INPUT & COMMENTS

**Resolution 18 –
A Hiring Resolution**

WHEREAS, a position vacancy has been approved for the following appointment by the Board of Supervisors.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors approves and certifies the following appointment to the Auditor for payroll implementation:

DEPARTMENT

Auditor's Office

POSITION

Clerk

EMPLOYEE

Mandi Nichol

PAY RATE

15.54

RANGE/STEP

6 Month Non-Progressive Scale

EFFECTIVE DATE

January 22, 2018

This is a replacement hire for a real estate clerk. The vacancy occurred when an employee left the Auditor's Office December 8, 2017.

Resolution adopted this 9th day of January 2018.

Doug Cupples, Chairman
Board of Supervisors

Attest: _____
Dennis K. Parrott, Auditor

JASPER COUNTY SHERIFF'S
REPORT OF RECEIPTS AND DISBURSEMENTS
For the 2nd Quarter Ending

ITEM #2a
January 9, 2018 Agenda

December 31, 2017
OCT-NOV-DEC

FY: 2017-2018
QTR: 2nd

RECEIPTS:

Fees	\$ 55,559.44
Mileage	\$ 17,358.07
Miscellaneous to Treasurer	\$ 70,359.84
<hr/>	
Board/Care Prisoners	\$ 44,030.00
Work Release & Prisoner Reimb	\$ 6,872.80
C/W Permits County	\$ 9,155.00
Purchase Permits	\$ 1,600.00
DARE Trust Fund	\$ 200.00
DARE Reimbursement	\$ -
Miscellaneous	\$ 4,229.93
Sex Offender Registry	\$ 200.00
Prisoner's Phone	\$ 2,900.22
K-9	\$ -
In House Detention	\$ -
<hr/>	
Drug Task Force Reimbursement	\$ -
Tobacco Compliance Checks	\$ -
Forfeiture Money	\$ -
Concessions/Comm	\$ -
<hr/>	
Overpayment-\$5 or less	\$ 37.28
Donations - Reserve Deputy	\$ 100.00
Inmate Medical Reimbursement	\$ 954.61
Motor Vehicle Inspection Fee	\$ 80.00
Miscellaneous Trusts	\$ 40,146.72
C/W Permits to State IDPS	\$ 2,295.00
Condemnations	\$ -
Sheriff's Sale	\$ 63,902.92
Voided Checks outside Date Parameter-Redeposited	\$ 174.99
RECEIPTS TOTAL	\$ 249,796.98

DISBURSEMENTS:

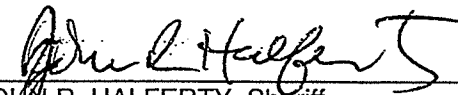
County Treasurer Receipts	\$ 143,277.35
Clerks of Court	\$ 17,875.13
Garnished Funds (other)	\$ -
C/W Permits to IDPS	\$ 2,295.00
Miscellaneous Trusts	\$ 9,932.20
Sheriff's Sale	\$ 63,902.92
MT Disbursed	\$ 9,599.62
Unclaimed fees to Treasurer	\$ -

**** DISBURSEMENTS TOTAL \$ 246,882.22**

BALANCE ON HAND BEGINNING OF QUARTER	\$ 3,249.66
Total Receipts	\$ 249,796.98
Total Disbursements	\$ 246,882.22
BALANCE ON HAND END OF QUARTER	\$ 6,164.42

I, the undersigned, do hereby certify that the report given above is a correct report of fees and expenses charged, and of collections and disbursements by me as Sheriff during the specified period.

Dated this 31st day of December, 2017.


JOHN R. HALFERTY, Sheriff
Jasper County, Iowa

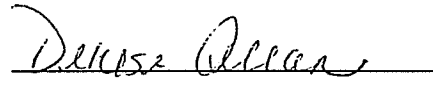
prepared by Julie P. Dadds

2017 JAN 5 10 50 AM
JASPER COUNTY IOWA

RECORDER'S MONTHLY REPORT
STATE OF IOWA, COUNTY OF JASPER

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of Dec 1, 2017 through Dec 31, 2017, and the same have been paid to the county Treasurer.


Denise Allan, Jasper County Recorder

Date: January 4, 2018

Dennis Parrott, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	<u>\$7,863.50</u>	
	(+) E-File Recording Fees	<u>\$3,880.00</u>	<u>\$11,743.50</u>
Copies	0001-1-07-8110-400000		<u>\$554.00</u>
Fed Tx Search	0001-1-07-8110-400000		<u>\$0.00</u>
Auditor's Trans	0001-1-07-9010-410000	<u>\$735.00</u>	
	(+) E-File Auditor Trans Fees	<u>\$190.00</u>	<u>\$925.00</u>
Co Trans Tax	0001-1-07-8110-404000	<u>\$3,456.44</u>	
	(+) E-File Trans Tax Fees	<u>\$1,165.53</u>	<u>\$4,621.97</u>
Over Payments	0001-4-07-0054-822000		<u>\$74.00</u>
ELSI Co Fees	0001-1-07-8110-403000		<u>\$339.50</u>
Co Boat Title	0001-1-22-6110-412000		<u>\$25.00</u>
Co Boat Lien	0001-1-07-8110-418000		<u>\$5.00</u>
Snow Title/Lien	0001-1-07-8110-401100		<u>\$40.00</u>
ATV/ORV Title/Lien	0001-1-07-8110-401200		<u>\$110.00</u>
Vital Cert Co	0001-1-07-8110-413000		<u>\$708.00</u>
Vital Plain Copy	0001-1-07-8110-408000		<u>\$0.00</u>
Co Marriages	0001-1-07-8110-417000		<u>\$16.00</u>
Int Bank Acct	0001-4-07-0054-600000		<u>\$1.88</u>
Record Mgmt	0024-1-07-8110-414000	<u>\$344.00</u>	
	(+) E-File Record Mgmt Fees	<u>\$194.00</u>	<u>\$538.00</u>
E-Fees	5300-1-77-0500-416000	<u>\$344.00</u>	
	(+) E-File E-Fees	<u>\$194.00</u>	<u>\$538.00</u>
Misc Revenue Fees	0001-1-07-8110-849000		<u> </u>
Total County Fee Collected for <u>December 2017</u>			<u>\$20,239.85</u>

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
01-01-01	Recording 0001-1-8110-4000-I	\$7,783.50	\$30.00	\$50.00	\$7,863.50	\$0.00	\$0.00	\$0.00	\$7,833.50
01-01-02	Recd Mgmt0024-1-8110-4140-	\$335.00	\$2.00	\$7.00	\$344.00	\$0.00	\$0.00	\$0.00	\$342.00
01-01-03	E-Fee 5300-1-0500-4160-77	\$335.00	\$2.00	\$7.00	\$344.00	\$0.00	\$0.00	\$0.00	\$342.00
01-02-00	Auditors 0001-1-9010-4100-07	\$705.00	\$15.00	\$15.00	\$735.00	\$0.00	\$0.00	\$0.00	\$720.00
01-03-01	Co Tran Tax0001-1-8110-4040	\$3,408.42	\$0.00	\$48.02	\$3,456.44	\$0.00	\$0.00	\$0.00	\$3,456.44
01-03-02	State Tran Tax	\$16,350.78	\$0.00	\$230.38	\$16,581.16	\$0.00	\$0.00	\$0.00	\$16,581.16
01-05-02	Copies 0001-1-8110-4000-07	\$554.00	\$0.00	\$0.00	\$554.00	\$0.00	\$0.00	\$0.00	\$554.00
	***** Account Group 01 Total *****	\$29,471.70	\$49.00	\$357.40	\$29,878.10	\$0.00	\$0.00	\$0.00	\$29,829.10
02-04-01	Marr Co 0001-1-8110-4170-07	\$8.00	\$0.00	\$8.00	\$16.00	\$0.00	\$0.00	\$0.00	\$16.00
02-04-02	Marriage License - State	\$62.00	\$0.00	\$62.00	\$124.00	\$0.00	\$0.00	\$0.00	\$124.00
02-04-03	3 Day Waiver	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02-04-04	Vitalcertco0001-1-8110-4130-C	\$672.00	\$0.00	\$36.00	\$708.00	\$0.00	\$0.00	\$0.00	\$708.00
02-04-05	Vital Cert State	\$2,688.00	\$0.00	\$144.00	\$2,832.00	\$0.00	\$0.00	\$0.00	\$2,832.00
02-04-06	Vital PI Copy01-1-8110-4080-C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 02 Total *****	\$3,430.00	\$0.00	\$250.00	\$3,680.00	\$0.00	\$0.00	\$0.00	\$3,680.00
03-01-01	Passprt Co 0001-1-8110-4150-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-01-02	Passport - Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-03-01	Expedite Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 03 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-00	Hunting & Fishing/Elisi	\$2,639.50	\$0.00	\$431.00	\$3,070.50	\$0.00	\$0.00	\$0.00	\$3,070.50
05-01-01	H&Fwf/Elisi 0001-1-8110-4030-	\$274.50	\$0.00	\$65.00	\$339.50	\$0.00	\$0.00	\$0.00	\$339.50
05-01-04	Boat Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-05	Snow & Atv Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-06	Boat Title Fee	\$20.00	\$0.00	\$5.00	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
05-01-07	Boat Lien Fee	\$0.00	\$0.00	\$5.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
05-01-08	Snow Title Fee	\$20.00	\$0.00	\$10.00	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
05-01-09	Snow Lien Fee	\$10.00	\$0.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00
05-01-10	Atv Title Fee	\$60.00	\$0.00	\$35.00	\$95.00	\$0.00	\$0.00	\$0.00	\$95.00
05-01-11	Atv Lien Fee	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
05-01-12	Rsu Perm/Elisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
05-01-13	Nrohvu Perm/Elsi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-14	Nrsu Perm/Elsi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-01	Boat,Write 0001-1-8110-4020-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-03	Snc/Atv Wf 0001-1-8110-4010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-04	Atv/Onv T&L Co 00011811040'	\$75.00	\$0.00	\$35.00	\$110.00	\$0.00	\$0.00	\$0.00	\$110.00
05-02-05	Snow T&L Co 001-1-8110-401'	\$30.00	\$0.00	\$10.00	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00
05-02-06	Bt Title Co 001-1-8110-4120-2:	\$20.00	\$0.00	\$5.00	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
05-02-07	Bt Lien Co 0001-1-8110-4180-	\$0.00	\$0.00	\$5.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
05-03-01	Use Tax	\$324.00	\$0.00	\$738.00	\$1,062.00	\$0.00	\$0.00	\$0.00	\$1,062.00
05-03-02	la Sales Tax	\$637.68	\$0.00	\$330.00	\$967.68	\$0.00	\$0.00	\$0.00	\$967.68
05-03-03	Local Option Tax	\$106.28	\$0.00	\$50.00	\$156.28	\$0.00	\$0.00	\$0.00	\$156.28
05-03-04	School Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-03-05	Overpaymt 0001-4-0054-8220.	\$74.00	\$0.00	\$0.00	\$74.00	\$0.00	\$0.00	\$0.00	\$74.00
05-03-06	Rvrs	\$2,559.10	\$0.00	\$710.65	\$3,269.75	\$0.00	\$0.00	\$0.00	\$3,269.75
	***** Account Group 05 Total *****	\$6,865.06	\$0.00	\$2,434.65	\$9,299.71	\$0.00	\$0.00	\$0.00	\$9,299.71
06-01-01	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06-01-02	Payment	\$66.00	\$0.00	\$0.00	\$66.00	\$0.00	\$0.00	\$0.00	\$66.00
	***** Account Group 06 Total *****	\$66.00	\$0.00	\$0.00	\$66.00	\$0.00	\$0.00	\$0.00	\$66.00
07-01-01	Ucc Search 0001-1-8110-4000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-01-02	Ucc1/Term 0001-1-8110-4000-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-02-01	Fedbxsearch0001-1-8110-400C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-03-01	Interest On Bank Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 07 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-01	Ciris-Standard Fee	\$0.00	\$0.00	\$3,880.00	\$3,880.00	\$0.00	\$0.00	\$0.00	\$3,880.00
08-01-02	Ciris-Document Management I	\$0.00	\$0.00	\$194.00	\$194.00	\$0.00	\$0.00	\$0.00	\$194.00
08-01-03	Ciris-Erecording Fee	\$0.00	\$0.00	\$194.00	\$194.00	\$0.00	\$0.00	\$0.00	\$194.00
08-01-04	Ciris-Additional Tran Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-05	Ciris-Transfer Fee	\$0.00	\$0.00	\$190.00	\$190.00	\$0.00	\$0.00	\$0.00	\$190.00
08-01-06	Ciris-Transfer Tax	\$0.00	\$0.00	\$6,756.80	\$6,756.80	\$0.00	\$0.00	\$0.00	\$6,756.80
	***** Account Group 08 Total *****	\$0.00	\$0.00	\$11,214.80	\$11,214.80	\$0.00	\$0.00	\$0.00	\$11,214.80

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
11-66-10	Writing Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 11 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55-55-55	Federal Duck Stamp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
*****	Account Group 55 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Final Totals :	\$39,832.76	\$49.00	\$14,256.85	\$54,138.61	\$0.00	\$0.00	\$0.00	\$54,089.61

Counts/Totals From 12/1/2017 Through 12/31/2017

Cash Total :	\$2,279.25	+
Check Total :	\$37,750.31	+
Other Pay Total :	\$14,256.85	+
Change Total :	\$196.80	-
Subtotal :	\$54,089.61	
Charge Total :	\$49.00	+
Grand Total :	\$54,138.61	

Number of Cash Payments :	89
Number of Check Payments :	397
Number of Change Payments :	25
Number of Charge Payments :	2
Number of Other Payments :	244
Number of Receipts :	683
Number of Voids :	6

Charge Information	
Balance Forward Information	
Number of Payments on Account :	1
Total Paid on Account :	\$66.00

Other Payment Breakdown

Other Payment Method	Total Count	Total Paid
CREDIT CARD	34	\$3,042.05
DIRECT DEPOSIT	208	\$11,214.80
Total :	242	\$14,256.85

REPRESENTATIVE CAPACITY ACKNOWLEDGMENTS

STATE OF IOWA, COUNTY OF JASPER
This record was acknowledged before me on January 9, 2018, by Doug Cupples

as Chairman, Board of Supervisors
of Jasper County Iowa.

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

as _____
of _____.

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

as _____
of _____.

Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me on _____, by _____

as _____
of _____.

Signature of Notary Public

Addendum

1. That part of the Former 100' Railroad Right-of-way located within the Southwest Quarter of the Northwest Quarter of Section 1, Township 78 N, Range 21 W of the 5th P.M., Jasper County, Iowa.

and

That part of the Former 100' Railroad Right-of-way located within the Southwest Quarter of the Northeast Quarter of Section 2, Township 78 N, Range 21 W of the 5th P.M., Jasper County, Iowa.

and

That part of lots 7 & 8 in Block 11, Original Plat, Monroe, Iowa, deeded to the Railroad for Railroad Right-of-way purposes.

All within the City Limits of Prairie City, Iowa.

This deed is exempt according to Iowa Code 428A.2(19).

5500 Westown Parkway, Suite 190
West Des Moines, IA 50266
PHONE: 515.244.7181
FAX: 515.244.6397
www.lowacounties.org



2017 ISAC Executive Committee
PRESIDENT

Peggy Rice
Humboldt County Auditor

1ST VICE PRESIDENT

Lanny Pulkrabek
Johnson County Sheriff

2ND VICE PRESIDENT

Eric Sierman
Dubuque County Treasurer

3RD VICE PRESIDENT

Burlin Matthews
Clay County Supervisor

2017 ISAC Board of Directors

ASSESSOR

Jean Keller
Bremer County

ATTORNEY

Wayne Reisetter
Dallas County

COMMUNITY SERVICES

Shane Waller
Sioux County

CONSERVATION

Matt Cosgrove
Webster County

EMERGENCY MANAGEMENT

AJ Mumm
Polk County

ENGINEER

Brad Skinner
Montgomery County

ENVIRONMENTAL HEALTH

Joe Neary
Palo Alto County

INFORMATION TECHNOLOGY

Joel Rohne
Worth County

PLANNING AND ZONING

Tim Huey
Scott County

PUBLIC HEALTH

Kathy Babcock
Chickasaw County

RECORDER

Marilyn Dopheide
Carroll County

SUPERVISORS

Carl Mattes
Humboldt County

Mark Sybesma
Sioux County

VETERANS AFFAIRS

Elizabeth Ledvina
Tama County

PAST PRESIDENTS

Joan McCalmant
Linn County Recorder

Melvyn Hauser
Pottawattamie County Auditor
NACo Representative

NACo BOARD MEMBER

Grant Veeder
Black Hawk County Auditor

ISAC Executive Director

William R. Peterson

November 21, 2017

Re: Opioid Litigation – Action Requested

Dear County Board Chair:

There has been much discussion in recent weeks at both the national, state, and local level regarding the challenges relating to the growth in the number of individuals who have become addicted to opioids and the impacts of that addiction. It has been described as a national epidemic. This is a very important issue for Iowa counties, as all entities expend significant resources in fighting this terrible problem. There is a potential for litigation against certain pharmaceutical companies to hold them responsible for their role in creating the opioid epidemic. The Iowa State Association of Counties (ISAC) Board of Directors is encouraging counties to consider joining in a statewide and nationwide litigation effort being led by the Crueger Dickinson and Simmons Hanly Conroy litigation team. The ISAC Board adopted the following resolution at its regular Board meeting on Friday, November 17, 2017:

The ISAC Board encourages their member counties to immediately support litigation proposed by Crueger Dickinson and Simmons Hanly Conroy to enjoin litigation to hold certain pharmaceutical firms responsible for damages to the public in misrepresenting the safety of using opioids. The ISAC Board encourages the boards of supervisors to sign a resolution to that effect so that Iowa counties may present a unified front at the federal level. The ISAC Board further directs ISAC staff to facilitate this process. Moved by Mark Sybesma, seconded by Burlin Matthews, approved unanimously. (Action by ISAC Board of Directors on Friday, November 17, 2017)

The ISAC Board believes it is important for counties in Iowa to join counties in other states to form a unified front on this litigation. It is their hope that Iowa counties can be an example of strength in this unified and coordinated effort.

Crueger Dickinson and Simmons Hanly Conroy is proposing to undertake this effort on behalf of the counties on a contingent fee basis. The firms will cover all costs. There will be no out-of-pocket expenditure for Iowa counties to join this effort. However, there is an understanding that counties will likely devote some staff time in assisting the firms with damages calculations and data collection. The amount of time is not exactly clear yet, but it should not be overly burdensome.

ISAC staff has been directed to assist in the facilitation of this process. Attached is a sample authorizing resolution for your county to adopt as well as information about the opioid epidemic. A sample engagement letter is also included. Please send the signed resolution to Erin Dickinson of the Crueger Dickinson firm, and Paul Hanly of the Simmons Hanly Conroy firm, ekd@cruegerdickinson.com. She will follow-up by sending a county-specific engagement letter, which will subsequently need to be signed and returned. It is important that all of these steps are completed as soon as possible.

Erin Dickinson of the Crueger Dickinson firm, and Paul Hanly of the Simmons Hanly Conroy firm, recently briefed Iowa county attorneys at their annual business meeting in early November. If your county attorney was unable to participate and you have any questions or concerns with the attached documents or the litigation in general, please reach out to Erin Dickinson at 414.210.3767. Kristi Harshbarger and I will be happy to answer questions as well.

Thank you for your consideration of this critical issue. We look forward to hearing from you.

Sincerely,



William R. Peterson
Executive Director
Iowa State Association of Counties
Email: bpeterson@iowacounties.org
Phone: 515.244.7181

CC: Erin Dickinson, Crueger Dickinson
County Supervisors
County Auditor
County Attorney
County Sheriff



Crueger
Dickinson



SIMMONS HANLY CONROY
A NATIONAL LAW FIRM

von Briesen

von Briesen & Associates | Attorneys at Law



COMBATTING THE OPIOID EPIDEMIC

LITIGATION ON BEHALF OF COUNTY GOVERNMENTS

THE OPIOID EPIDEMIC: A PUBLIC HEALTH CRISIS

Opioid addiction and abuse have reached epidemic levels over the past decade. Indeed, on March 22, 2016, the FDA recognized opioid abuse as a "public health crisis" that has a "profound impact on individuals, families and communities across our country."¹

In the last decade, the epidemic has exploded. From 1999 to 2013 the amount of opioids dispensed in the United States quadrupled.

In 2013, nearly 207 million opioid prescriptions were written. A year later, that number grew to 259 million.

Those sales are big business for the pharmaceutical companies that manufacture and sell opioids including Purdue, Teva, Janssen, Cephalon and Endo (referred to as "Pharma"). In 2015 alone, the sale of opioids generated nearly \$10 Billion in revenue for Pharma.

Sales and profits have grown dramatically over the past several decades.

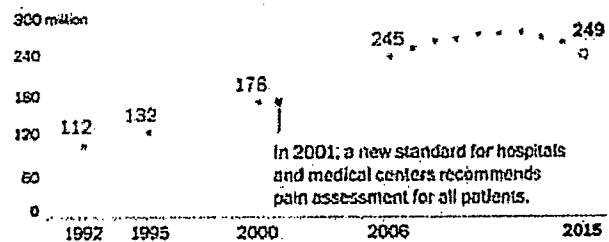


From 1999 to 2013,
the amount of
prescription
opioids dispensed
in the U.S. nearly
quadrupled.

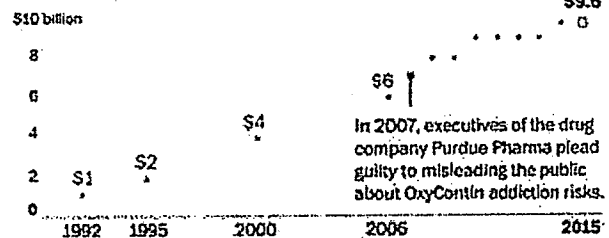
Tracking opioid use and sales

The opioid-drug market has grown dramatically over the past 25 years.

Total prescriptions filled in the United States



Total U.S. sales



Source: IMS Health²

THE WASHINGTON POST

¹ <http://www.fda.gov/newsevents/newroom/pressannouncements/ucm491739.htm>

² https://www.washingtonpost.com/national/the-drug-industrys-answer-to-opioid-addiction-more-pills/2016/10/15/181a529c-89e4-11e6-b1f0-d53f592f176e_story.html?utm_term=.2d1327bf599e

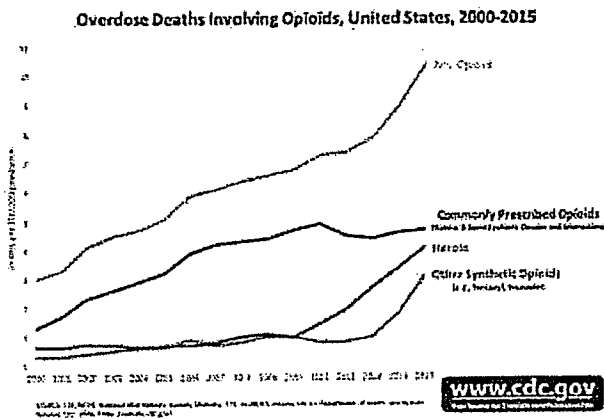
This spike in sales has had devastating and catastrophic effects. 2015 Data from the National Survey on Drug Use and Health showed that in the year 2013 over a third of the people in the United States had used prescription opioids with a significant number suffering from addiction as a result.

37.8% Americans used prescription opioids
(91.8 MILLION PEOPLE)

4.7% misused them
(11.5 MILLION PEOPLE)

.8% had a use disorder
(1.9 MILLION PEOPLE)

Additionally, deaths from opioids dramatically spiked with increased sales:



As described below, these dramatically increased sales and the spike in abuse and resultant deaths directly corresponds to Pharma's decision to market opioids for long-term use despite their known addictive effects.

PHARMA'S ROLE IN CREATING THE OPIOID EPIDEMIC

Opioids were historically used to provide effective treatment for short-term pain management. Controlled studies of the safety and efficacy of opioids were limited to short-term use. Pharma knew the limitations of the controlled studies. However, Pharma knew that profits could sky rocket if they were able to market and sell opioids for long-term use, including to treat chronic pain. In order to expand their market and achieve a dramatic increase in profits, Pharma decided to create a false marketing campaign designed to give the medical community and the public the false impression that opioids were safe and efficacious for long-term use. This false marketing campaign began in the late 90s, but exponentially increased starting in about 2006 and continues to the present.

Pharma was successful

SINCE 1999

Prescription sales of opioids have **quadrupled**

IN 2010

254 million opioid prescriptions were written

IN 2013

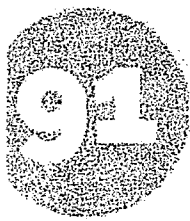
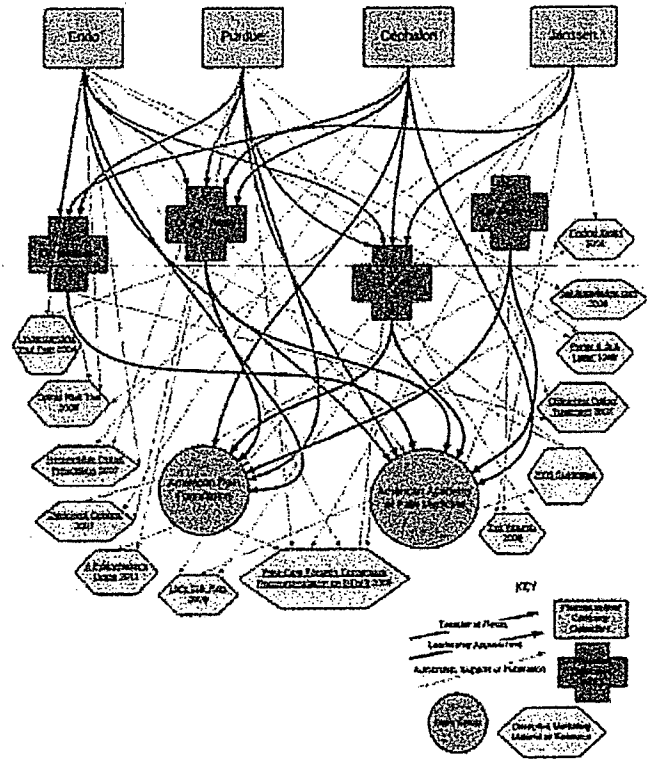
37.4% of the population had been prescribed Opioids

The result was a public health crisis that has had a profound impact on individuals, families and communities across the country.

The National Institute for Health ("NIH") identified Pharma as directly responsible for this crisis. In 2015, the NIH found that "several factors are likely to have contributed to the current prescription drug abuse problem. They include drastic increases in the number of prescriptions written and dispensed, greater social acceptability for using medications for different purposes, and aggressive marketing by pharmaceutical companies."³

That "aggressive marketing campaign" included distorting medical and public perception of existing scientific data to create the false impression that opioids were safe and efficacious for long-term use. To accomplish this, Pharma poured money into generating articles, continuing education courses, sales groups and advocacy groups to create a phony "consensus" supporting the long-term use of opioids, Pharma and a select group of doctors and "front groups" banded together to create false legitimacy and the impression that these drugs were safe and efficacious for long-term use.

The following graphic depicts how this worked:



91 Americans die every day from an **opioid overdose** (that includes prescription opioids and heroin).

County of Suffolk v. Purdue Pharm L.P. et al, Case No. NYSCEF 613760/2016, Doc. No. 2, Ex. A.

WHY DID PHARMA DO THIS?

The answer is simple, Pharma made blockbuster profits. In 2012 alone, Pharma raked in \$8 Billion from the sale of opioids. Purdue alone made \$3.1 Billion from the sale of the opioid Oxycontin.

³ <https://www.drugabuse.gov/about-nida/legislative-activities/testimony-to-congress/2016/americas-addiction-to-opioids-heroin-prescription-drug-abuse>



WHAT ARE THE DOLLAR FIGURES?

While it is still early in the investigation into the exact costs to counties, states and municipalities, costs of the Opioid Epidemic are staggering. Indeed, in 2016 researchers from the CDC estimated the annual economic burden of prescription opioid abuse in the U.S. at \$78.4 Billion. The study further broke down this cost as follows:

LOST PRODUCTIVITY

\$42 Billion (53.3%)

HEALTH INSURANCE

\$26.1 Billion (33.3%)

CRIMINAL JUSTICE

\$7.6 Billion (9.7%)

SUBSTANCE ABUSE TREATMENT

\$2.8 Billion (3.6%)

5

While the CDC study did not attempt to estimate damages to county governments, the economic impact is significant and, to date, unreimbursed by Pharma.

5 Florence CS, Zhou C, Luo F, Xu L. The Economic Burden of Prescription Opioid Overdose, Abuse, and Dependence in the United States, 2013. *Medical Care*. October 2016, 54(10): 901 – 906.

FREQUENTLY ASKED QUESTIONS



WHAT IS THE OPIOID LITIGATION AND WHY DOES IT AFFECT COUNTIES?

State and local governments around the country have begun to file lawsuits against several major manufacturers (Purdue, Janssen, Endo, Cephalon and others) (referred to as "Pharma") for their role in creating the Opioid Epidemic. These manufacturers flooded the market with highly addictive drugs, claiming they were safe and efficacious for long term use, manufactured studies to support these false claims and knowingly misrepresented the addictive nature of these drugs. As a result of these misrepresentations, millions of Americans' lives have been impacted or destroyed (commonly referred to as the "Opioid Epidemic"). The Opioid Epidemic has in turn imposed huge costs on both county and state governments around the country including health care costs, substance abuse, treatment and prevention costs, criminal justice costs and productivity costs.



WHAT IS THE ECONOMIC IMPACT OF THE OPIOID EPIDEMIC?

While it is still early in the investigation, studies have analyzed the economic impact of the Opioid Epidemic. In the most recent major study, published in 2016 by CDC researchers, the annual estimated economic burden of prescription opioid abuse in the United States was determined to be \$78.4 Billion. Of that number the economic impact broke down as follows:

LOST PRODUCTIVITY

\$42 Billion (53.3%)

HEALTH INSURANCE

\$26.1 Billion (33.3%)

CRIMINAL JUSTICE

\$7.6 Billion (9.7%)

SUBSTANCE ABUSE TREATMENT

\$2.8 Billion (3.6%)

Predictably, as the epidemic has worsened, so has the economic burden. Indeed, a similar study in 2007 found the annual economic impact was \$55.7 Billion. And a recent 2017 study funded by the U.S. Department of Health and Human Services found that more than one third of U.S. civilian, noninstitutionalized adults reported prescription opioid use, with substantial numbers reporting misuse and use disorders. As the problem has worsened since 2013, it is expected that the impact has correspondingly worsened.

⁶ Florence CS, Zhou C, Luo F, Xu L. The Economic Burden of Prescription Opioid Overdose, Abuse, and Dependence in the United States, 2013. *Medical Care*. October 2016, 54(10): 901 - 906



WHAT IS THE GOAL OF THE OPIOID LITIGATION?

To hold Pharma responsible for their role in creating the Opioid Epidemic and to return to the counties the money spent battling the epidemic and the expense of other critical programming. While it is unrealistic to think that the lawsuit will solve the problem, Pharma should be responsible for funding solutions to a problem they created.



WHAT KINDS OF COSTS WOULD A LAWSUIT SEEK TO RECOVER?

The counties would seek repayment for the costs they have expended related to the Opioid Epidemic. Those costs include but are not limited to:

- County funded healthcare costs for employees and dependents related to opioid addiction, substance abuse treatment, hospitalizations, etc.
- County funded programs for residents for prevention, treatment, health visits, substance abuse programs etc.
- Criminal Justice and law enforcement costs associated with opioids
- Loss of county employee productivity related to opioid abuse and addiction
- General societal mayhem and opioid related death costs



WHAT IS THE REASON THE COUNTIES SHOULD GET INVOLVED IN THE OPIOID LITIGATION?

The only way to recover any of the significant costs the counties have faced as a result of Pharma's role in the Opioid Epidemic is to bring suit. Any county that does not get involved risks receiving no recovery. While recovery in this type of litigation is not certain, one certain way to get nothing is to stay out of the litigation.



WHAT IF THE COUNTIES DO NOT GET INVOLVED?

Counties who do not get involved will not get a recovery in the event that there is one.



WHO WILL PAY FOR THE LITIGATION?

The counties will not be asked to bear the costs of the Opioid Litigation. The law firms proposing to represent the counties will work on a contingent fee basis (only getting paid out of a portion of the recovery if there is one) and bearing all costs of the litigation.



WHAT WILL BE EXPECTED OF A COUNTY BRINGING SUIT?

Counties bringing suit will be expected to participate in some significant ways, the most major of which is document collecting and information gathering to support the county's claim for costs associated with the Opioid Epidemic. The team of private attorneys will work on site with county employees to help identify, gather and assemble this information; however, county employee time will also be necessary. Affected departments will likely be Health and Human Services, Human Resources, Medical Examiner/Coroner, District Attorney's Office, Office of the Sheriff, Circuit Courts, Department of Administration.



**WHAT IS THE REASON TO COORDINATE EFFORTS
ACROSS COUNTIES IN THE LITIGATION?**

It will be very important to coordinate efforts both among counties in each state and between counties nationally. Government entities will face a well-financed, well-funded and coordinated defense from Pharma. Unless a critical mass of counties not only file suit and coordinate efforts, it is a safe bet that Pharma will simply continue to fight each individual case without contemplating a resolution.



**WILL THE STATE BE INVOLVED AND HOW WILL
THAT IMPACT THE COUNTIES AND THEIR ABILITY
TO RECOVER?**

The State of Ohio has brought suit and other states are contemplating suit. It is safe to assume that state governments will bring similar suits. The states and counties will have separate damages, however, and the counties should be able to recover even if the states bring suit. As the tobacco litigation demonstrated, there is no reason to expect that the counties can simply let the states file suit and wait for their portion of the states' recovery. The best way for the counties to protect their interests is to pursue their own litigation.



Crueger
Dickinson



SIMMONS HANLY CONROY
A NATIONAL LAW FIRM

von Briesen

von Briesen & Roper, L.L.P. Attorneys at Law

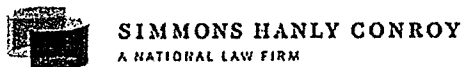
Contact us

ERIN DICKINSON
Crueger Dickinson LLC
ekd@cruegerdickinson.com
414 210 3767

CHARLES CRUEGER
Crueger Dickinson LLC
cjc@cruegerdickinson.com
414 210 3900

PAUL J. HANLY, JR.
Simmons Hanly Conroy LLC
phanly@simmonsfirm.com
212 784 6401

ANDREW T. PHILLIPS
von Briesen & Roper
aphillips@vonbriesen.com
414 287 1570



October _____, 2017

VIA EMAIL

[NAME OF COUNTY]

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

Dear [NAME OF COUNTY]:

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

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

SCOPE OF SERVICES

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

RESPONSIBILITIES

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County's inquiries. County understands and agrees that all fees paid to Counsel shall be as set forth in this Engagement Letter. County agrees to cooperate with Counsel in the gathering of information necessary to investigate and prosecute the Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel in relation to the Lawsuit.

The following additional terms apply to the relationship between County and Counsel:

- A. Counsel shall remain sufficiently aware of the performance of one another and the performance to ascertain if each firm's handling of the Lawsuit conforms to the Rules

of Professional Conduct. Counsel shall be available to County regarding any concerns on the part of County relating to the performance of Counsel. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel set forth herein.

- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel have agreed in writing as to the appropriate split of attorney fees and expenses. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

<u>Firm Name</u>	<u>Percentage of Fees if Successful</u>
Local Counsel	5%
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	42.5%
Simmons Hanly Conroy LLC	42.5%

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

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

ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT

As County is aware, Counsel contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County disagrees with another county or municipality, and one of you may wish to pursue a course that benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel represent in a Lawsuit. Counsel do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel, Counsel owe equal duties of loyalty and communication to each client. As such, Counsel must share

all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

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

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

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

FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

A. Calculation of Contingent Fee

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

Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel as set forth in the above chart.

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

B. Nature of Contingent Fee

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

C. Disbursement of Recovery Proceeds to County

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

TERMINATION OF REPRESENTATION

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

- A. If Counsel determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or

- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel's advice on a material matter, or any fact or circumstance that would, in the view of Counsel, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

SETTLEMENT

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

NO GUARANTEE OF RECOVERY

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

LIMITED LIABILITY

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

COMMUNICATION BY E-MAIL

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

FILE RETENTION AND DESTRUCTION

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

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

MISCELLANEOUS

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

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

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

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

CONCLUSION

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

Very truly yours,

CRUEGER DICKINSON LLC

SIMONS HANLY CONROY LLC

Erin K. Dickinson

Paul J. Hanly

von BRIESEN & ROPER, s.c.

Andrew T. Phillips

[NAME OF COUNTY] agrees to retain the services of Counsel all upon the terms and conditions specified above.

By: _____

Title:

Date:

DRAFT

RESOLUTION NO. _____

TO THE HONORABLE BOARD OF SUPERVISORS OF _____ COUNTY, IOWA

MEMBERS,

WHEREAS, _____ County (“County”) is concerned with the recent rapid rise in troubles among County citizens, residents, and visitors in relation to problems arising out of the use, abuse and overuse of opioid medications, which according to certain studies, impacts millions of people across the country; and

WHEREAS, issues and concerns surrounding opioid use, abuse and overuse by citizens, residents and visitors are not unique to County and are, in fact, issues and concerns shared by all other counties in Iowa and, for that matter, states and counties across the country, as has been well documented through various reports and publications, and is commonly referred to as the Opioid Epidemic (“Opioid Epidemic”); and

WHEREAS, the societal costs associated with the Opioid Epidemic are staggering and, according to the Centers for Disease Control and Prevention, amount to over \$75 billion annually; and

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

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

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

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

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

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

WHEREAS, County has been informed that numerous counties and states across the country have filed or intend to file lawsuits against certain of the opioid manufacturers in an effort to force the persons and entities responsible for the Opioid Epidemic to assume financial responsibility for the costs associated with addressing, combatting and otherwise dealing with the Opioid Epidemic; and

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

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

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

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

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

WHEREAS, County is informed that the Iowa Counties Association has engaged in extensive discussions with the Law Firms and has expressed a desire to assist the Law Firms, County and other counties in the prosecution of claims against certain of the opioid manufacturers; and

WHEREAS, County would participate in the prosecution of the claim(s) contemplated in this Resolution and the Engagement Letter by providing information and materials to the Law Firms and, as appropriate, the Iowa State Association of Counties as needed; and

WHEREAS, County believes it to be in the best interest of County, its citizens, residents, visitors and taxpayers to join with other counties in and outside Iowa in pursuit of claims against certain of the opioid manufacturers, all upon the terms and conditions set forth in the Engagement Letter; and

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

NOW, THEREFORE, BE IT RESOLVED:

County authorizes, and agrees to be bound by, the Engagement Letter and hereby directs the appropriate officer of the County to execute the Engagement Letter on behalf of the County; and

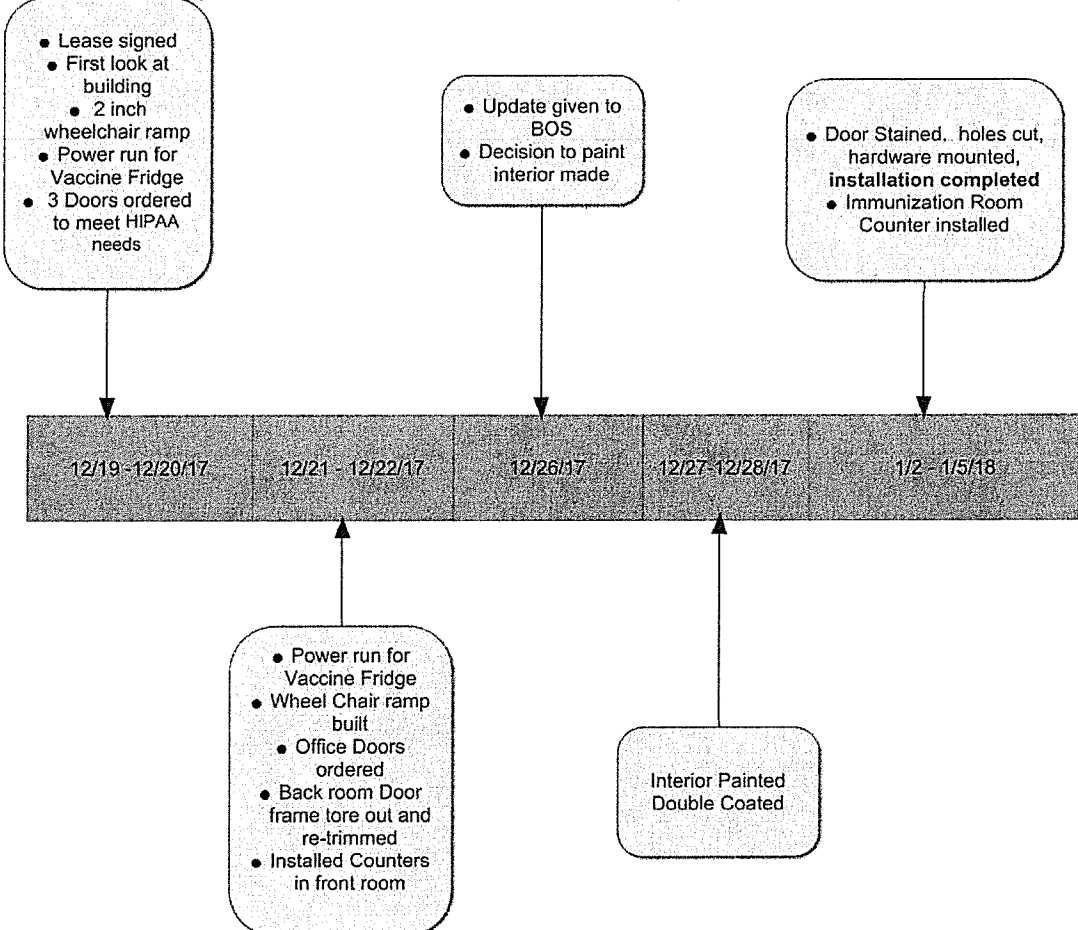
BE IT FURTHER RESOLVED:

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

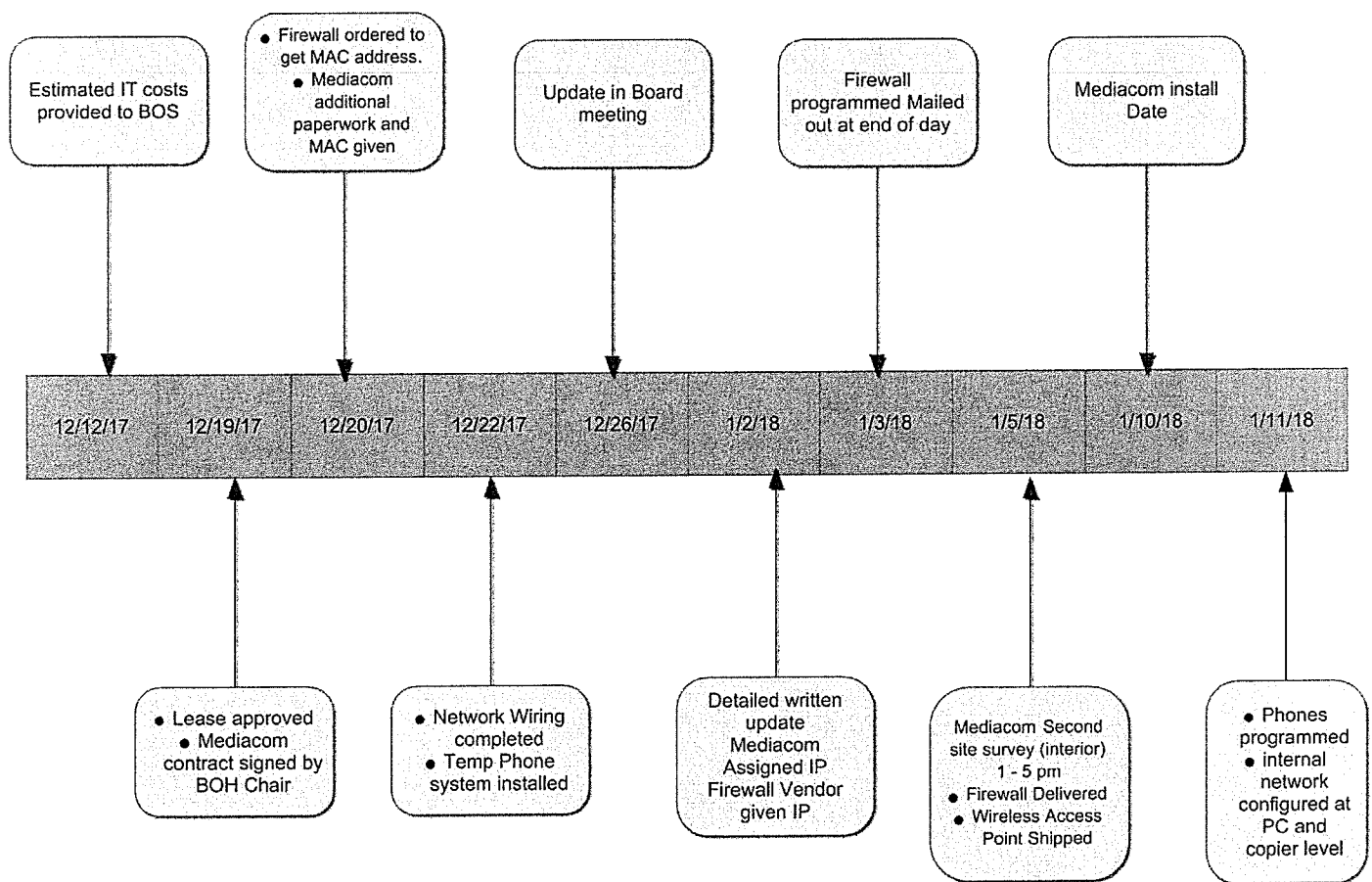
The County Auditor shall forward a copy of this Resolution, together with the signed Engagement Letter, to the Law Firms at Erin Dickinson, Crueger Dickinson LLC, 4532 N. Oakland Ave., Whitefish Bay, WI 53211.

Respectfully submitted this _____ day of _____, 2017.

Board of Health office move Maintenance Time Line



Board of Health office move IT Time Line



January 2, 2018

Tuesday, January 2, 2018 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock, Carpenter and Cupples present and accounted for; Chairman Brock presiding.

Motion by Carpenter and seconded by Cupples to nominate Doug Cupples to be Chairman of the Board of Supervisors for 2018.

YEA: CUPPLES and CARPENTER

NAY: BROCK

Motion by Cupples and seconded by Carpenter to nominate Denny Carpenter as Vice Chairman of the Board of Supervisors for 2018.

YEA: CARPENTER, CUPPLES, BROCK

Motion by Carpenter and seconded by Cupples to adopt Resolution 18-01 setting Board meetings for the first four Tuesdays of the month, when possible, at 9:30 a.m. in the Board of Supervisors Room in the Jasper County Courthouse.

YEA: CUPPLES, CARPENTER, BROCK

A complete copy of the resolution is on file in the Office of the Jasper County Auditor.

Motion by Carpenter and seconded by Cupples to name the Hometown Press, Jasper County Tribune and Newton Daily News as the County's official newspapers for 2018.

YEA: CUPPLES, BROCK, CARPENTER

Sheriff John Halferty told the Supervisors that opportunities are available and that it would be beneficial to the County to complete an unfinished pod at the jail to hold prisoners. Financially the County could see revenues reach as much \$12,000 a month.

Motion by Carpenter and seconded by Cupples to pursue the project and get quotes to do the job.

YEA: CUPPLES, CARPENTER. BROCK

Engineer Russ Stutt asked the Board to approve a supplemental agreement for final design services for bridge number C20 over the North Skunk River.

Motion by Cupples and seconded by Carpenter to approve a supplemental agreement between Jasper County and Calhoun-Burns and Associates, Inc. at a cost of \$22,910 for final design services for bridge C20 over the North Skunk River.

YEA: CARPENTER, CUPPLES, BROCK

Ryan Eaton with the IT Department presented to the Supervisors a policy for Disclosure of Security Related Information. The policy is for the protection of employees, visitors to County facilities, persons in care, custody, or under the control of the County.

Motion by Cupples and seconded by Carpenter to approve the Policy for Disclosure of Security Related Information.

YEA: CARPENTER, BROCK, CUPPLES

Motion by Carpenter and seconded by Cupples to approve liquor licenses for the Izaak Walton League and Exit 173 Inc.

YEA: CUPPLES, CARPENTER, BROCK

There was no action taken on agenda item # 6 Rental Property – 114 W 4th Street S.

There was no action taken on agenda item # 7 Annex Building.

Motion by Carpenter and seconded by Cupples to reappoint members of the Board of Supervisors, for 2018, to the boards and commissions that they served on in 2017 and they are as follows:

Aging Resources Board of Directors	Denny Carpenter – Representative Doug Cupples – Alternate
Central Iowa Juvenal Detention Center	Doug Cupples – Commission Member Joe Brock – Alternate
Central Iowa Regional Transportation Planning Alliance	Denny Carpenter – Representative
Central Iowa Recovery Board	Joe Brock – Alternate
CICS Governing Board	Joe Brock – Representative Denny Carpenter – Alternate Doug Cupples – Alternate
Emergency Management Commission	Joe Brock – Representative Doug Cupples – Alternate
Enhanced 911 Service Board	Joe Brock – Alternate
Fifth Judicial District	Denny Carpenter – Representative Doug Cupples – Alternate
Grinnell Airport Zoning Commission	Doug Cupples – Alternate
Heartland RC&D	Denny Carpenter – Representative Joe Brock – Alternate
Heart of Iowa Regional Transportation	Doug Cupples – Representative Joe Brock – Alternate
Iowa Workforce Development	Doug Cupples – Representative
JEDCO	Doug Cupples – Representative Joe Brock – Alternate
IMPACT	Denny Carpenter – Representative Joe Brock – Alternate

Motion by Carpenter and seconded by Cupples to approve Board of Supervisors minutes for 12/19/2017.

YEA: CUPPLES, CARPENTER, BROCK

Motion by Cupples and seconded by Carpenter to adjourn the Tuesday, January 2, 2018 meeting of the Jasper County Board of Supervisors.

YEA: CARPENTER, CUPPLES, BROCK

Dennis K. Parrott, Auditor

Joe Brock, Chairman