

WHEREAS, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively “Settlement Agreements”);

WHEREAS, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court’s Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements have been provided to the County prior to the execution of this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Iowa including to the State of Iowa and Participating Subdivisions, as that term is defined in the Settlement Agreements, upon occurrence of certain events as defined in the Settlement Agreements (“Iowa Opioid Funds”);

WHEREAS, the Law Firms have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the Iowa Opioid Funds will be allocated, which has resulted in the proposed Iowa Opioid Allocation Memorandum of Understanding (“Allocation MOU”), which is an agreement between all of the entities who are signatories to the Allocation MOU;

WHEREAS, a copy of the Allocation MOU and the Exhibits to that MOU has been provided with this Resolution;

WHEREAS, the Allocation MOU divides Iowa Opioid Funds as follows: (i) 50% to the State (“the Iowa Abatement Share”) and (ii) 50% to Participating Local Governments (“LG Share”), less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D of the Allocation MOU and in this Resolution (“LG Abatement Share”).

WHEREAS, the LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804) in the amounts set forth on Exhibit 2 to the Allocation MOU (“Direct Distribution Percentage”). The Direct Distribution Percentage will be multiplied by the total LG Abatement Share to arrive at the total allocation to the Participating Local Government (the “Direct Distribution Amount”).

WHEREAS, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to this MOU.

WHEREAS at least 75% of the Iowa Abatement Share and 75% of the LG Abatement Share shall be utilized for only the “Core Strategies” listed in Schedule A of Exhibit 1 to this MOU.

WHEREAS, every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity’s Direct Distribution Amount, called the “LG Abatement Fund.” Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government. A Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government.

WHEREAS, Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement.

WHEREAS, each LG Abatement Fund shall be subject to audit in a manner consistent with Code of Iowa §§331.402(2)(i) and 11.6. Any such audit shall be a financial and performance audit to ensure that the LG Abatement Fund disbursements are consistent with the terms of this MOU. If any such audit reveals an expenditure inconsistent with the terms of this MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure.

WHEREAS, County has contracted with the Law Firms for representation in the Litigation and the Law Firms have been representing those entities since 2018 and in consideration for the Law Firms' representation, the County entered into a contract with the Law Firms for a 25% contingency fee applied to County's total recovery from any settlement.

WHEREAS, the Settlement Agreements provide for the payment of attorney's fees and legal expenses owed by States and Participating Local Governments to outside counsel retained for Opioid Litigation. To effectuate this, the Court in the MDL Litigation has established a fund to compensate attorneys representing plaintiffs in the Litigation (the "National Attorney Fee Fund").

WHEREAS, the Law Firms intend to make application to the National Attorney Fee Fund. However, because there is still uncertainty regarding what counsel for litigating local governments will recover as compensation for the large volume of work done and the large out of pocket expense of the Litigation, and whereas the Parties to the Allocation MOU desire to fairly compensate outside counsel for the work done on behalf of the Participating Local Governments in Iowa, the Allocation MOU provides that a fund be created from 15 % of the LG Share attributable to the Litigating Local Governments, less any amounts a Litigating Local Government ("Iowa Backstop Fund")

WHEREAS, the Iowa Backstop Fund is meant to compensate outside counsel for participating local governments only for amounts not recovered at the National Fee Fund attributable to their Iowa clients;

WHEREAS, to be eligible for the Iowa Backstop Fund, the Law Firms must first seek payment from the National Attorneys' Fees Fund and may not recover amounts attributable to Counsel's representation of the County received at the National Attorneys' Fees Fund from the Iowa Backstop Fund;

WHEREAS, the County, by this Resolution, agrees to the creation of the Iowa Backstop Fund in the amount of 15% of the LG Share attributable to the Litigating Local Governments 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 the total of the amounts received by the Law Firms at the National Attorney's Fees Fund related to the County and the amount received at the Iowa Backstop Fund exceed the amount the Law Firms would have been entitled to pursuant their fee contract with the County;

WHEREAS, the County, by this Resolution, shall establish an account for the receipt of the LG Abatement Share consistent with the terms of this Resolution ("the LG Abatement Fund");

WHEREAS, the County's LG Abatement Fund 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 and the Allocation MOU;

WHEREAS, the County must comply annually with the reporting requirements in the Allocation MOU;

WHEREAS, the if the County elects to become a Participating Subdivision in the Settlement Agreements it will receive the benefits associated with the Settlement Agreement and the Allocation MOU, provided the County (a) approves the Settlement Agreements; (b) executes the Participation Agreements stating the County's intention to be bound by the Settlement Agreements; (3) approves the Allocation MOU; (4) executes the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements by executing the Participation Agreements and to enter into the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves and authorizes STEVE BAIER to settle and release the County's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation MOU and all exhibits thereto, including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.

Nishnabotna Valley R E C	Utilities	236.34
Office Depot	supplies	242.09
Orscheln's	Vehicle Maintenance	211.60
Per Mar Security Services Corp	Monitoring Services	355.68
Professional Pest Control LLC	Pest Control	60.00
Quill Corporation	Office Supplies	320.81
Christine Short	Mileage	8.28
Stamp Construction L.C	Tube Repair	7491.22
Verizon Wireless	Cellular Service	856.17
Brian J Wallace	Benefits	1615.80
Spencer Walton	cell phone reimbursement	40.00
<u>General Supplemental Fund</u>		
Weimer Law, PC Krisanne Corl	Juvenile Services	2000.00
<u>Rural Services Basic Fund</u>		
Xtreme Auto	Service	1256.05
First Wireless, Inc	Service	63.47
Watchguard, Inc	Service	6450.00
<u>Secondary Road Fund</u>		
AgriVision, LLC	Parts/Service	99.96
Akin Building Center	Supplies	93.03
Alliant Energy	Utilities	1545.90
Allied Oil & Supply, Inc.	Oil/Supplies	878.03
Anita Supply Center	Supplies	4.53
Atlantic Glass Company	Expendable Parts	390.00
Atlantic Motor Supply Inc	Supplies	578.93
Atlantic Municipal Utilities	Utilities	434.98
Leo Beschorner	Cellular Reimbursement	40.00
Calhoun-Burns & Assoc, Inc.	Consultant Fees	1401.80
Cappels	Supplies	1057.02
Dave Christensen	Cellular Reimbursement	40.00
Curtis Welding & Fab	Supplies	23692.63
Ed's Lawn Equipment	Supplies	16.00
Fareway Stores Inc	Supplies	284.96
Filter Care of Nebraska	Outside Services	12.60
Richard E Hansen	Cellular Reimbursement	40.00
Scott Holaday	Cellular Reimbursement	40.00
Curtis Holste	Cellular Reimbursement	40.00
Interstate Battery Systems of	Expendable Parts	413.85
Christian Kinzie	Cellular Reimbursement	40.00
Mark Knudsen	Cellular Reimbursement	40.00
Land O'Lakes Purina Feed LLC	Road Salt	12249.52
McAtee Tire Service Inc	Tires/Tire Repair	843.09
Miller Farm Supply	Supplies	240.93
Ethan Miller	Cellular Reimbursement	40.00
Nishnabotna Valley R E C	Intersection Lighting	38.89
OHalloran International Inc	Parts/Service	524.42
Olsen's Outdoor Power Inc	Supplies	19.99
Omaha Slings Inc	Expendable Parts	1049.27
Andrew Steffen	Cellular Reimbursement	40.00
Steinbeck & Sons Inc.	Propane	1140.30
Truck Center Companies Inc	Parts/Service	195.48
Dennis Vogl	Reimbursement	11.90
Trent Wolken	Reimbursement	70.00
Wyman's Carquest	Supplies	86.90
Ziegler Inc.	Parts/Service	1649.02
<u>Capital Projects</u>		
Akin Building Center	Custodial Supplies	63.98
Motorola Inc	Contract	439378.50
<u>Local Emergency Mgmt Agency</u>		
Cappels	Supplies	82.99
City of Council Bluffs City	Hazmat 28E Agreement	3489.00
Mike Kennon	Fuel/Supplies	66.90
Verizon Wireless	Cellular Service	81.43

