



MARATHON COUNTY EXECUTIVE COMMITTEE AGENDA

Date & Time of Meeting: **Thursday, April 13, 2023 at 3:00pm**

Meeting Location: **Courthouse Assembly Room, Courthouse, 500 Forest Street, Wausau WI 54403**

Committee Members: Kurt Gibbs, Chair; Craig McEwen, Vice-Chair; Matt Bootz, Michelle Van Krey, John Robinson, Rick Seefeldt, Jacob Langenhahn, Chris Dickinson, Member At-Large; Jean Maszk, Member At-Large

Marathon County Mission Statement: Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12-20-05)

Committee Mission Statement: The Executive Committee of the Marathon County Board exists for the purpose of implementing the County's Strategic Plan by coordinating policy formation among the Committees and providing leadership for all County Board policies through supervision of administrative staff.

Persons wishing to attend the meeting by phone may call into the **telephone conference beginning five (5) minutes prior to the start time indicated above using the following number:**

Phone#: 1-408-418-9388 Access Code: 146 235 4571

When you enter the telephone conference, **PLEASE PUT YOUR PHONE ON MUTE!**

The meeting will also be broadcasted on Public Access or at <https://tinyurl.com/MarathonCountyBoard>

- 1. Call Meeting to Order**
- 2. Pledge of Allegiance**
- 3. Public Comment (15 Minutes)** (Any person who wishes to address the committee during the "Public Comment" portion of the meetings, must provide his or her name, address, and the topic he or she wishes to present to the Marathon County Clerk, or chair of the committee, no later the five minutes before the start of the meeting. All comments must be germane to the jurisdiction of the committee.)
- 4. Approval of the March 9, 2023, Executive Committee Meeting Minutes**
- 5. Policy Issues Discussion and Potential Committee Determination**
 - A. Discussion and Possible Action by EXEC
 1. Authorization of MOUs for Opioid Litigation Settlements
 - B. Discussion and Possible Action by EXEC to Forward to County Board for Consideration
 1. Adoption of Strategic Plan
- 6. Operational Functions Required by Statute, Ordinance, Resolution, or Policy**
 - A. Historical Society Walking Tour of County Courthouse on Sunday, May 21st
- 7. Educational Presentations and Committee Discussion**
- 8. Next Meeting Date & Time, Announcements and Future Agenda Items**
 - A. Committee members are asked to bring ideas for future discussion.
 - B. Next meeting: Thursday, May 11, 2023 at 3:00pm
- 9. Adjournment**

*Any Person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 261.1500 or email countyclerk@co.marathon.wi.us one business day before the meeting.

SIGNED s/s Kurt Gibbs
Presiding Officer or Designee

EMAILED TO: Wausau Daily Herald, City Pages, and other Media Groups
EMAILED BY: _____
DATE & TIME: _____

NOTICE POSTED AT THE COURTHOUSE
BY: _____
DATE & TIME: _____



MARATHON COUNTY EXECUTIVE COMMITTEE AGENDA

Date & Time of Meeting: **Thursday, March 9, 2023 at 3:00pm**

Meeting Location: **Wausau Board Room, North Central Health Care, 1100 Lake View Drive, Wausau**

Kurt Gibbs	Present
Craig McEwen	Present
Matt Bootz	Present
Chris Dickinson	Present
Jacob Langenhahn	Present
Jean Maszk	Excused
John Robinson	Present
Rick Seefeldt	Present
Michelle Van Krey	Present

Staff Present: Kim Trueblood, Lance Leonhard, Christa Jensen, Michael Puerner, Chris Holman
Others Present: Supervisor Lemmer, Supervisor Aarrestad, Elsa Duranceau

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Public Comment** – Elsa Duranceau, rep from the Marathon County DreamUp! Committee addressed the committee regarding the child care grant and child care and housing issues currently going on in the county.
4. **Approval of the February 9, 2023, Executive Committee Meeting Minutes** – Motion by Langenhahn, Second by Seefeldt to approve the minutes as presented. Motion carried on a voice vote unanimously.
5. **Policy Issues Discussion and Potential Committee Determination**
6. **Operational Functions Required by Statute, Ordinance, Resolution, or Policy**
 - A. Discussion and Possible Action by EXEC
 - B. Discussion and Possible Action by EXEC to Forward to the County Board for Consideration
 1. 2024 Budget Timeline – HRFC Chair Robinson talked through the proposed budget timeline that is in the packet. There will be a special committee of the whole meeting held in April as a Budget 101 overview. Administrator Leonhard also addressed the potential timeline and priorities as laid out in the packet. Discussion was had and questions were asked and answered. Motion by Langenhahn, Second by Robinson to approve the 2024 budget timeline and move it to the County Board for consideration. Motion carried on a voice vote unanimously. At a future meeting, there will be an educational presentation of the expectations of each committee relative to budget priorities.
 2. Creation of Energy Task Force Charter – HRFC approved an amended version of the proposed charter at their March 8 meeting. Supervisor Lemmer stated that some of the suggestions made at the last EXEC meeting were considered in the amended version. Discussion was had and questions were asked and answered. Motion by Langenhahn, Second by Robinson to approve the resolution to create the Energy Task Force and approve the charter. Additional discussion occurred. Motion by Langenhahn, Second by Robinson to amend the charter to adjust the date in Section G, Item 4 to change the due date of the report to February 28, 2024 with the report to the full board at its March meeting. Motion to adopt the amendment carried on a voice vote unanimously. Additional discussion and questions. Motion to adopt the resolution and forward to the full board as amended carried on a voice vote, but was not unanimous.
 3. Update to Strategic Plan – The updates from each committee are present in the packet. Vice Chair McEwen thanked everyone for their work on updating the Strategic Plan and encouraged its support. Additional discussion was had and questions were asked and answered. Motion by Bootz, Second by Van Krey to approve the Strategic Plan and move it to the full board for approval. After discussion, Bootz withdrew the motion and Van Krey withdrew the second to move to the full board. Motion by Langenhahn, Second by Bootz to send the strategic plan back to the EEED and HRFC committees for further discussion relative to the 10.6 E & F and 10.8 C Outcome Measure 3. Discussion followed. Bootz called the question without objection. Motion to refer back to committee failed on a voice vote. Motion by Bootz, Second by Van Krey to approve the document. Motion by Bootz, Second by Robinson to amend 10.6 E to read “Explore and implement recruiting strategies aimed at population centers with significant linkage to

Marathon County.” Motion carried on a voice vote, but was not unanimous. Motion by Langenhahn, Second by Robinson to strike 10.8, C and outcome measure 3. Motion carried on a voice vote unanimously. Motion by Dickinson, Second by Van Krey to remove 10.6 F as a strategy. Discussion followed. McEwen called the question without objection. Motion carried on a voice vote, but was not unanimous. Motion by Dickinson, Second by Bootz to mark 12.3, Outcome Measure 2 as complete and remove it from the Strategic Plan. Motion carried on a voice vote unanimously. Bootz called the question without objection on approval of the main motion to forward the strategic plan as amended to the full board for its consideration. Motion carried on a voice vote, but was not unanimous.

7. **Educational Presentations and Committee Discussion**

- A. Committee Agenda Process – Committee chairs were reminded of the board rules which state that agenda and packet items are due to the clerk’s office by Wednesday the week before the scheduled meeting.
- B. Impacts of the Governor’s Budget on Marathon County to be Shared with Legislators – Chair Gibbs attended the WCA legislative conference last week. He noted that the legislature will be starting from a base budget and not the governor’s budget. Supervisor Robinson commented on the items in the budget that do impact the County. Discussion followed and questions were asked and answered.
- C. Follow-up on the County Board presentations on workforce shortage, childcare, and housing. How do we determine what role, if any, the county will take in addressing these issues, both internally and externally? This item has been on the agenda of different committees and it is impacting the ability of Marathon to recruit and retain employees. The issue will likely be solved by the private sector. The HRFC will be dedicating much of an upcoming meeting to this topic. Additional discussion was had. Consensus is that something needs to be done and it will take some time to come up with options.

8. **Next Meeting Date & Time, Announcements and Future Agenda Items**

- A. Committee members are asked to bring ideas for future discussion.
- B. Next meeting: Thursday, April 13, 2023 at 3:00pm

9. **Adjournment** – Motion by Langenhahn, Second by McEwen to adjourn. Motion carried on a voice vote unanimously. Meeting adjourned at 5:35 p.m.

Some members of the committee stayed at North Central Health Care for a tour of the facility.

Minutes prepared by Kim Trueblood, County Clerk

<https://nationalopioidsettlement.com/executive-summary/>

Executive Summary of National Opioid Settlements

[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.

In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

Additional information, including answers to FAQs, can be found at nationalopioidsettlement.com/news.

Key Dates

Note: Notice of the 2022 National Opioid Settlements has already been provided to all eligible states, and there has been sufficient state-level participation to proceed to the second phase of these settlements. Key dates for the second phase of these settlements are set forth below.

TEVA	ALLERGAN	WALGREENS	WALMART	CVS
January 25, 2023 Notice to subdivisions to begin rolling out	January 25, 2023 Notice to subdivisions to begin rolling out	January 25, 2023 Notice to subdivisions to begin rolling out	January 25, 2023 Notice to subdivisions to begin rolling out	January 25, 2023 Notice to subdivisions to begin rolling out
April 18, 2023 "Initial Participation Date" - Deadline to submit participation forms	April 18, 2023 "Initial Participation Date" - Deadline to submit participation forms	April 18, 2023 "Initial Participation Date" - Deadline to submit participation forms	April 18, 2023 "Threshold Subdivision Participation Date" - Deadline to submit participation forms	April 18, 2023 "Initial Subdivision Participation Date" - Deadline to submit participation forms
		May 2, 2023 Deadline for Settling States to inform Walgreens whether they agree to proceed with the settlement		May 2, 2023 Deadline for Settling States on the Enforcement Committee to determine whether to proceed with the settlement
May 18, 2023 "Reference Date" - Deadline for Teva to decide whether to proceed with the settlement	May 18, 2023 "Reference Date" - Deadline for Allergan to decide whether to proceed with the settlement	May 18, 2023 "Reference Date" - Deadline for Walgreens to decide whether to proceed with the settlement		May 18, 2023 "Reference Date" - Deadline for CVS to decide whether to proceed with the settlement
July 17, 2023 "Effective Date" of settlement [60 days after Reference Date]	July 17, 2023 "Effective Date" of settlement [60 days after Reference Date]	July 17, 2023 "Effective Date" of settlement [60 days after Reference Date]; Date of first payment by Walgreens	June 2, 2023 "Effective Date" of settlement [assuming certain "Subdivision Participation Thresholds" are achieved]	June 2, 2023 "Effective Date" of settlement [15 days after Reference Date]
August 16, 2023 Date of First Payment by Teva	August 16, 2023 Date of First Payment by Allergan	August 16, 2023 First payment transferred from Settlement Fund Escrow Fund to Settlement Fund	July 15, 2023 Date of first payment by Walmart	June 30, 2023 Date of First Payment by CVS
Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis	Payments to subdivisions on a rolling basis

For informational purposes only. Executed settlement agreements control.



MEMORANDUM

Date: March 9, 2023
To: Wisconsin Counties
From: Erin K. Dickinson, Crueger Dickinson LLC
Re: Ramifications Associated with any County's Refusal to Join Settlements

Defendants Teva, Allergan, CVS, Wal-Mart, and Walgreens (collectively, "Settlement Defendants") have announced global settlements with "Participating Subdivisions," subject to sign-on periods and final approvals by the Parties. Your County has been provided with the information about these settlements, which is public and available at: <https://nationalopioidsettlement.com/>

It is important in each County's decision to participate in this Settlement (as it was in the last round of Settlements) that each of you understand the ramifications both to your individual County and to the overall Settlement payments to Wisconsin state and local governments if your County chooses *not* to participate. These ramifications are as follows:

First, and most obviously, your County will not receive any money to help combat the opioid epidemic.

Second, anything less than 100% participation in Wisconsin will negatively impact the total funds that flow into Wisconsin to combat the opioid epidemic. The Settlements are structured based on the participation level with 100% participation paying 100% of the available funds. If your County does not participate, then Wisconsin will not achieve 100% participation and will not be eligible to receive 100% of the available funds.

Third, the stay issued by the Court in its April 11, 2018, Case Management Order (docket no. 232) will be lifted for your County's case and your County will immediately be placed back into the "Litigation Track." This means that your County will immediately be in active litigation against Wal-Mart, CVS, Walgreens, Allergan, and Teva with immediate deadlines that include completing an updated Plaintiff Fact Sheet, and disclosing expert reports and damage opinions, followed



Crueger Dickinson

4532 N OAKLAND AVE
WHITEFISH BAY, WI 53211
414.210.3868 OFFICE

by discovery and potentially a trial.

We strongly recommend that you join these Settlements. We firmly believe your County will not receive a better settlement offer than this short of spending additional years, millions of dollars, and significant use of county resources. And, as with any litigation, we cannot guarantee the outcome of such a litigation effort even if the County was to undertake it.

We are happy to discuss our recommendation with any County at any time.

**ADDENDUM TO WISCONSIN LOCAL GOVERNMENT
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Local Governments entered into the MOU for purposes of memorializing their agreement surrounding, among other things, allocation of the proceeds of the settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho- McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.;

WHEREAS, the settlement discussions with Walgreens, Walmart, CVS, Teva, and Allergan 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; and

WHEREAS, the Local Governments intend this Addendum to the MOU to effectuate the terms of the Settlement Agreements and allocate the proceeds of the Settlement Agreements to each of the Local Governments in the same manner and same percentages as set forth in the MOU and Exhibit A thereto.

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

1. The Local Governments ratify, confirm and agree in all respects to the MOU. By this Addendum, the Local Governments agree that any and all proceeds of the Settlement Agreements defined herein shall be distributed, allocated and otherwise disposed of in the same manner as set forth in the MOU and Exhibit A thereto.
2. 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.
3. 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 Addendum 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: _____

Bayfield County
Printed: _____

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Brown County
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Buffalo County
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Burnett County
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Calumet County
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Chippewa County
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Clark County
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Columbia County
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Dane County
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Dodge County
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Door County
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Douglas County
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Superior, City of
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Eau Claire County
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Florence County
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Fond Du Lac County
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Green Lake County
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Iowa County
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Iron County
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Jackson County
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Jefferson County
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Juneau County
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Kenosha County
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La Crosse County
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Union Grove, City of
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Yorkville Town
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Richland 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
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Wood County
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Date: _____

**WISCONSIN STATE-LOCAL GOVERNMENT MEMORANDUM OF
UNDERSTANDING FOR THE ALLOCATION OF
OPIOID SETTLEMENT PROCEEDS**

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, specifically related to the covered conduct by Defendants *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 Walgreens, Walmart, CVS, Teva, and Allergan (“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, 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;

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

WHEREAS, this MOU does not supersede or alter any previously agreed upon MOU between the State and Local Governments related to the Litigation.

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

1. As used in this MOU, the term “Opioid Settlement Proceeds” shall mean all funds allocated by a Settlement Agreement (“Settlement Payments”) 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 Amount" (also known as additional remediation, or any other fund, proceed, or amount paid to States who did not utilize outside counsel), reimbursement of the United States Government, or separate funds identified in Settlement Agreements as direct or indirect compensation for a Party's 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" 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), and except as provided in Wis. Stat. § 165.12(5), be utilized only for purposes identified as approved uses for abatement in a Settlement Agreement.
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 parties agree to comply with the terms of the Settlement Agreements, including but not limited to (a) a requirement that a certain percentage of the Settlement Payment be spent on remediation, and (b) that at least 70% of a Settlement Payment be used solely for future Opioid Remediation as defined by the Settlement Agreements.
8. 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.

9. 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 a Settlement Agreement, and who agree to the terms of this MOU may directly receive Opioid Settlement Proceeds.
10. Notwithstanding any limitations or characterization of funds herein to the contrary, any payments for Local Government 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.
11. 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.
12. The Attorney General may extend this MOU to apply to future settlements with other entities who engage in or have engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, specifically related to the covered conduct by Defendants in the Litigation. To exercise this option, the Attorney General shall send written notice to counsel for the Local Governments. The Local Governments shall have 30 days from the date of the notice to express in writing any objection(s) to the extension of the MOU to the settlement(s). If any Local Government objects to the extension of the MOU to the settlement(s), it shall not be extended.

Notice to the Local Governments shall be sent via regular U.S. Mail or email to:

Andrew Phillips
Attolles Law, s.c.
222 E. Erie Street
Suite 210
Milwaukee, WI 53202
aphillips@attolles.com

Erin Dickinson
Crueger Dickinson LLC
4532 N. Oakland Ave.
Milwaukee, WI 53211
ekd@cruegerdickinson.com

Burton LeBlanc
2600 CitiPlace Drive
Suite 400
Baton Rouge, LA 70809
bleblanc@baronbudd.com

Shayna Sacks
360 Lexington Avenue
Eleventh Floor
New York, NY 10017
ssacks@napolilaw.com

Christopher Smith
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
christopher.smith@vonbriesen.com

Steven Nelson
von Briesen & Roper, s.c.
411 E. Wisconsin Ave.
Suite 1000
Milwaukee, WI 53202
steven.nelson@vonbriesen.com

Any objection(s) by a Local Government shall be sent via regular U.S. Mail or email to:

Laura E. McFarlane
Assistant Attorney General
Wisconsin Department of Justice
17 W. Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
mcfarlanele@doj.state.wi.us

and

R. Duane Harlow
Assistant Attorney General
Wisconsin Department of Justice
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53707-7857
harlowrd@doj.state.wi.us

13. 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:

Adams County
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Barron County
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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
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Trempealeau County
Vernon County
Vilas County
Walworth County
Washburn County
Washington County
Waukesha County
Waupaca County
Waushara County
Winnebago County
Wood County

2022-23 Updates to Strategic Plan

3.3 ENSURE THAT EVERY PERSON MAKES IT TO ADULTHOOD WITH HEALTH, STABILITY, AND GROWTH OPPORTUNITIES.

- A) Provide resources to reduce childhood trauma.
- B) Create a trauma informed care system.
- C) Develop a comprehensive risk-based assessment to address juvenile offenders to reduce the likelihood of recidivism. (Deemed complete)
- D) Develop a framework for building resilient children and providing parent resources.
- E) The County Board will approve a plan that creates a trauma informed response system for services we provide. (Deemed complete)
- F) Develop a plan to address how to support persons of all ages with disabilities and the changing demographics of persons with disabilities.
- G) Continue work towards reducing truancy.
- H) Develop policies that support affordable, high-quality childcare.

Outcome Measures

- 1) By December 31, 2024, there will be an increase in graduation rates to 93% or above in Marathon County.
- 2) By December 31, 2024, out of home care placement days will decrease with an emphasis on reducing the most restrictive and expensive placement types in favor of more family-like placement settings.
- 3) By December 31, 2019, at least one practice change will be implemented that is aimed at decreasing the number of young adults (age 17-21) in Marathon County Jail who were the subject of a court order for services as a child. (Deemed complete)
- 4) By December 31, 2024, the capacity to deliver affordable, high-quality childcare to children in Marathon County will increase.

3.7 ENSURE THAT EVERY PERSON HAS LOCAL ACCESS TO EFFECTIVE MENTAL HEALTH TREATMENT.

- A) Develop a continuum of services within a therapeutic community.
- B) Attract and retain qualified treatment providers and behavioral educators.
- C) Develop more mechanisms to ensure access to treatment across the County.
- D) Develop a more comprehensive approach to crisis prevention and serving people (adults and children in crisis).
- E) Develop comprehensive mental health treatment options for criminal justice populations and others with criminogenic treatment needs.
- F) Conduct a community needs assessment and create a plan to address identified gaps in service.

Outcome Measures

- 1) By December 31, 2024, the number of Chapter 51.15 Emergency Detentions in Marathon County will decrease.

- 2) By December 31, 2024, the percentage of Life Report community survey respondents who reported not seeing a mental health provider when needed will be less than 20% and barriers to mental health care will be reduced.
- 3) By 2024, the annual number of deaths by suicide will decrease (baseline 2021 – 21 suicides)

5.2 PROMOTE SOUND LAND USE DECISIONS THAT CONSERVE AND PRESERVE NATURAL RESOURCES IN DECISIONS WITH ECONOMIC DEVELOPMENT AND GROWTH.

- A) Update existing land use policies to address sprawl and natural resource protection.
- B) Promote infrastructure development that protects natural resources.
- C) Identify and preserve unique regional areas for natural resource protection and environmental remediation.
- D) Develop a Land Capability Index (Deprioritized).
- E) Develop a comprehensive approach to redevelopment and revitalization of older housing stock and older buildings.
- F) Acquire land for public park and forest use to retain natural landscapes and resources.

Outcome Measures

- 1) By December 31, 2024, phosphorus from cropland and farmsteads in the Fenwood Creek Watershed will be reduced by 20% or 14,016 pounds.
- 2) By December 31, 2024, Marathon County will hold one continuing education event per year for all towns, to better educate them on sound land use development options.
- 3) By December 31, 2024, an average of 320 acres of land per year will be acquired for the Marathon County Parks and Forest System.

6.3 PROTECT AND ENHANCE THE QUANTITY AND QUALITY OF POTABLE GROUNDWATER AND POTABLE SURFACE WATER SUPPLIES.

- A) Update the 2001 Groundwater Protection Plan.
- B) Continue to develop and implement watershed management plans and Targeted Management plans to minimize the impacts on water quality.
- C) Evaluate the County's role in conducting tests and analysis of contaminants in private wells and in evaluating whether such tests should be mandatory instead of voluntary.
- D) Explore alternative methods for snow and ice removal from hard surfaces to reduce the impacts of salt on surface water and groundwater.
- E) Create new partnerships with agencies and organizations to further efforts to protect surface water and groundwater.

Outcome Measures

- 1) By December 31, 2024, the Marathon County Board of Supervisors will adopt a groundwater protection plan that provides state outcome measures of groundwater quality and quantity.
- 2) By December 31, 2024, the number of failing POWTS will be reduced by 750 systems or more.

- 3) By December 31, 2024, an inventory of wellhead protection areas, their associated land use, and delineation of their recharge areas will be compiled. Marathon County will reach out to each municipality to educate them on potential groundwater contamination sources and how to prevent the contamination of its wells.

7.1 PROVIDE COST-EFFECTIVE AND HIGH-QUALITY PUBLIC SAFETY SERVICES

- A) Continue to consider the potential to consolidate emergency service agencies.
- B) Reduce recidivism by creating a mechanism to respond to “high-utilizers” of our justice, mental health, and social service systems.
- C) Report every 2 years on the response time with advice for municipalities (ex: consolidation, realignment, or targeted education)
- D) Seek out funding partners to develop and implement the proposed Marathon County Forensic Science Center.
- E) Public Safety Committee will consider the reported feedback from municipal leaders (elected or appointed) on safety concerns on county highway and multimodal transportation systems following quarterly safety meetings.

Outcome Measures

- 1) By December 31, 2024, emergency response times for public safety (law enforcement, fire, and emergency medical services) will decrease.
- 2) By December 31, 2023, the Public Safety Committee will issue a whitepaper for consideration by the Marathon County Board of Supervisor that identifies strategies to address the shortage of state public defenders and attorneys accepting public defender appointments in Marathon County.

7.2 MITIGATE THE IMPACTS OF DRUG AND ALCOHOL ABUSE IN MARATHON COUNTY THROUGH EVIDENCE-BASED PRACTICES.

- A) Develop a comprehensive approach to address use of drugs and alcohol in the children and young adults of Marathon County.
- B) Complete an inventory of programs, services, and community initiatives in relationship to best practices led or supported by Marathon County Government that contribute to mitigating and preventing drug misuse and abuse. (Deemed complete)
- C) Identify gaps in programs/services and community initiatives and opportunities for public/private partnership to further efforts to mitigate and prevent drug misuse and abuse. (Deemed complete)
- D) Identify and advance public policy and programs that would support the mitigation and prevention of drug and alcohol misuse and abuse among residents of Marathon County
- E) Identify and track data points to measure the impact of drug and alcohol misuse and abuse among residents of Marathon County.

Outcome Measures

- 1) By December 31, 2024, an outcome measure will be established to measure the quality of life for all people in counseling, mental health, or AOD related treatment programs seen at North Central Health Care.
- 2) By December 31, 2024, 3% or less of high school students in Marathon County will report having taken prescription drugs without a doctor's prescription one of more times in the past 30 days.
- 3) By December 31, 2024, the rate of overdose deaths among residents in Marathon County will hold steady or decrease.

8.7 STRIVE TO PROVIDE AFFORDABLE, RELIABLE, HIGH-SPEED INTERNET ACCESS THROUGHOUT THE COUNTY

- A) Develop a comprehensive approach to county-wide high speed internet access, including: fiber, copper, powerline, cellular, Wi-Fi, new radio frequencies, and other emerging technologies.
(Deemed complete)

A1) Support the Broadband Task Force in executing continued comprehensive approach to delivering county-wide high-speed internet access, including fiber, copper, powerline, cellular, Wi-Fi, new radio frequencies, satellite, and other emerging technologies, with a particular focus on addressing underserved areas.

- B) Promote partnerships between carriers/providers and government.
 C) Develop financial incentives to encourage carriers/providers to commit to helping accomplish this objective in Marathon County
 D) Establish a dig-once policy for county roadway reconstruction and bridge projects that engages providers in a discussion about whether to include conduit for fiber.
 E) Assist Marathon County citizens by providing information regarding available carriers within their general areas of the county.

Outcome Measures

- 1) By December 31, 2019, the number of households with high-speed internet access will increase by 9,800. (Deemed complete)
- 2) By December 31, 2024, develop an improved data inventory relative to internet service speeds available through the county.
- 3) By December 31, 2023, ensure 85% of households have access to high-speed internet (50 MBPS/10 MBPS)

10.6 ENSURE THE FUTURE AVAILABILITY OF A SKILLED AND FLEXIBLE WORKFORCE PREPARED TO MEET THE NEEDS OF BOTH EXISTING AND EMERGING INDUSTRIES AND TECHNOLOGIES

- A) Work with the North Central Wisconsin Workforce Development Board, (NCWWDB) to ensure a well-trained workforce.
 B) Seek out additional opportunities to partner with local education providers (secondary and post-secondary).

- C) Develop policies that support affordable, high quality child care to enhance workforce availability.
- D) Develop policies that promote a variety of safe and affordable housing options to enhance workforce availability.
- E) Explore and implement recruiting strategies aimed at population centers with significant linkage to Marathon County.

Outcome Measures

- 1) By December 31, 2024, the number and percentage of self-sufficient households in Marathon County will increase or remain the same.
- 2) By December 31, 2024, the number of unfilled job openings within Marathon County will be reduced.
- 3) By August 31, 2023, with input from non-EEED Supervisors and other Marathon County Stakeholders, prepare recommendations for Marathon County Government’s role in supporting affordable high-quality childcare.
- 4) By August 31, 2023, with input from non-EEED Supervisors and other Marathon County Stakeholders, prepare recommendations for Marathon County Government’s role in supporting safe and affordable housing options.

10.8 ENCOURAGE DEVELOPMENT AND REDEVELOPMENT OF KEY EMPLOYMENT CENTERS IN AREAS THAT POSSESS STRONG MARKET POTENTIAL, PROVIDE GOOD TRANSPORTATION ACCESS FOR WORKERS, AND PROMOTE THE EFFICIENT MOVEMENT OF GOODS.

- A) Support efforts to engage the public and private sectors to provide leadership for county economic development efforts:
- B) Engage local municipalities on how county infrastructure development can contribute to business and industrial park growth.

Outcome Measures

- 1) Maintain a 5-8 year inventory of developable land within the municipal business and industrial parks.
- 2) By December 31, 2024, the number of private sector full-time and part-time employee positions in Marathon County will increase or be maintained.

10.10 Create an innovative atmosphere to foster an entrepreneurial-supportive environment.

- A) Respond to changing economic conditions and opportunities through periodic review and updating of economic development strategies, policies, investments, and programs.
- B) Work with MCDEVCO to support a low-interest loan fund to finance new farmer startups and adoption of new technology by existing farmers.
- C) Enhance awareness of MCDEVCO as the primary point of contact for business expansion and startup information.

Outcome Measurers

- 1) By December 31, 2022, the number of businesses will increase.
- 2) By December 31, 2022, 90% of businesses that receive assistance from Marathon County Development Corporation will be sustained for 3 years.

- 3) By December 31, 2023, add one or more MCDEVCO informational pages to the “Work” section of the Marathon County website.

10.12 MAINTAIN INFRASTRUCTURE TO SUPPORT ECONOMIC GROWTH

- A) Maintain a safe highway network to provide access to all communities in the County.
- B) Support technology in the workplace and at home, particularly through access to broadband.
- C) Provide appropriate access for trucks and employees for all business and industrial park sites.
- D) Secure state and federal funding to maintain and/or develop infrastructure—including multimodal transportation features—and support economic growth.
- E) Maintain an updated County Highway Safety Plan
- F) Maintain the partnership between Portage and Marathon Counties to support and strengthen Central Wisconsin Airport as a regional airport.

Outcome Measures

- 1) Maintain a county highway overall Pavement Surface Evaluation and Rating Score average annual rating of 7.0.
- 2) Implement at least three Federal Highway Administration Safety Countermeasures based on information from the 2021 Marathon County Roadway Safety Plan, or its successor, on an annual basis.
- 3) Staff report to Infrastructure Committee relative to feedback from municipal leaders (elected or appointed) on safety concerns on the county highway and multimodal transportation systems following quarterly safety meetings.

12.3 Promote cost-effective and high-quality public services

- A) Continue to support efforts by local municipalities to establish cooperative service and joint facility arrangements.
- B) Continue to enhance E-911 dispatch services for all police, fire, and EMS agencies in Marathon County.
- C) Work with local municipalities and other government agencies to explore opportunities to share costs and/or consolidate public services.
- D) Address solid waste management issues on a regional basis, cooperating with other counties.
- E) Implement a plan to increase the number and nature of services accessible to the public online and identify achievable measures to track our progress at engaging the public.
- F) County Board adopt, maintain, and fund employee class compensation plans and government policies that prioritize the retention and recruitment of the high-quality, skilled workforce needed to deliver government services.

Outcome Measures

- 1) By December 31, 2020, all county departments will have employees with knowledge of continuous improvement and skills for facilitating improvement. (Deemed complete)
- 2) By December 31, 2022, the number of county employees who have completed the Marathon County Leadership Development Program will increase by 25% (Deemed complete)

- 3) By December 31, 2020, a framework will be developed to share services with a local municipality, nearby county, or non-governmental entity to reduce cost and increase effectiveness, and thereafter meet at least once a year to discuss joint ventures. (Deemed complete)
- 4) Reduce to and maintain a county employee resignation turnover rate of 15% or lower by December 31, 2024.