

AGENDA
MAPLEWOOD CITY COUNCIL
CITY COUNCIL SPECIAL MEETING
4:30 P.M. Monday, December 20, 2021
Held Remotely Via Conference Call
Dial 1-312-626-6799 or 1-888-788-0099
When Prompted Enter Meeting ID: 825 2825 2787#
No Participant ID, Enter # When Prompted

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. APPROVAL OF AGENDA**
- E. APPROVAL OF MINUTES**
None
- F. APPOINTMENTS AND PRESENTATIONS**
None
- G. CONSENT AGENDA** – *Items on the Consent Agenda are considered routine and non-controversial and are approved by one motion of the council. If a councilmember requests additional information or wants to make a comment regarding an item, the vote should be held until the questions or comments are made then the single vote should be taken. If a councilmember objects to an item it should be removed and acted upon as a separate item.*
 - 1. Approval of Claims
 - 2. Resolution Approving the Memorandum of Agreement (MOU) Between the State of Minnesota and Local Governments and Authorizing Participation in National Opioid Settlements
 - 3. Resolution to Accept the Additional Coronavirus Local Fiscal Recovery Fund Established under the American Rescue Plan Act
 - 4. Resolution to Commit Fund Balance in the General Fund
 - 5. 2022 SCORE Grant Agreement
- H. UNFINISHED BUSINESS**
None
- I. NEW BUSINESS**
None
- J. ADJOURNMENT**

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CITY COUNCIL STAFF REPORT
Meeting Date December 20, 2021

REPORT TO: Melinda Coleman, City Manager
REPORT FROM: Ellen Paulseth, Finance Director
PRESENTER: Ellen Paulseth, Finance Director
AGENDA ITEM: Approval of Claims

Action Requested:	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing
Form of Action:	<input type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Contract/Agreement <input type="checkbox"/> Proclamation

Policy Issue:

The City Manager has reviewed the bills and authorized payment in accordance with City Council policies.

Recommended Action:

Motion to approve the approval of claims.

ACCOUNTS PAYABLE:

\$	1,291,757.03	Checks # 108294 thru # 108350 dated 12/07/21 or 12/14/21
\$	510,212.25	Disbursements via debits to checking account dated 12/06/21 thru 12/12/21
\$	<u>1,801,969.28</u>	Total Accounts Payable

PAYROLL

\$	626,408.45	Payroll Checks and Direct Deposits dated 12/10/21
\$	<u>626,408.45</u>	Total Payroll
\$	<u><u>2,428,377.73</u></u>	GRAND TOTAL

Background

A detailed listing of these claim has been provided. Please call me at 651-249-2902 if you have any questions on the attached listing. This will allow me to check the supporting documentation on file if necessary.

Attachments

1. Listing of Paid Bills

Check Register
City of Maplewood

Check	Date	Vendor	Description	Amount	
108294	12/07/2021	03463	EBERT CONSTRUCTION	NORTH FIRE STATION CONST PROJ	18,842.12
	12/07/2021	03463	EBERT CONSTRUCTION	NORTH FIRE STATION CONST PROJ	13,727.50
108295	12/07/2021	06255	ELECTRICAL PRODUCTION SERVICES	NORTH FIRE STATION CONST PROJ	49,257.50
108296	12/07/2021	06254	GENERAL SHEET METAL CO. LLC	NORTH FIRE STATION CONST PROJ	137,750.00
108297	12/07/2021	06260	JACKSON & ASSOCIATES LLC	NORTH FIRE STATION CONST PROJ	67,925.00
108298	12/07/2021	06262	MINNEAPOLIS GLASS CO	NORTH FIRE STATION CONST PROJ	30,784.75
108299	12/07/2021	01182	NORTHERN AIR CORP	NORTH FIRE STATION CONST PROJ	21,555.50
108300	12/07/2021	02903	PARK CONSTRUCTION CO	NORTH FIRE STATION CONST PROJ	36,831.98
108301	12/07/2021	06253	SUMMIT FIRE PROTECTION CO.	NORTH FIRE STATION CONST PROJ	19,923.87
108302	12/07/2021	06264	SUPERSET TILE & STONE	NORTH FIRE STATION CONST PROJ	2,517.50
108303	12/07/2021	06251	THORNBERG STEEL	NORTH FIRE STATION CONST PROJ	88,860.15
108304	12/07/2021	01665	TWIN CITY HARDWARE	NORTH FIRE STATION CONST PROJ	16,422.42
108305	12/07/2021	06265	WELLS CONCRETE	NORTH FIRE STATION CONST PROJ	348,425.80
108306	12/14/2021	05114	BOLTON & MENK, INC.	GENERAL GIS ASSISTANCE	1,530.00
108307	12/14/2021	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - NOVEMBER	371.25
108308	12/14/2021	00687	HUGO'S TREE CARE INC	EAB HAULING	4,265.00
108309	12/14/2021	05598	KELLY & LEMMONS, P.A.	PROSECUTION SERVICES - NOVEMBER	16,250.00
108310	12/14/2021	00875	LOFFLER COMPANIES, INC.	CANON COPIER USAGE FEES - NOV	1,105.55
	12/14/2021	00875	LOFFLER COMPANIES, INC.	TROUBLESHOOTING PRINTING-MAC	43.75
	12/14/2021	00875	LOFFLER COMPANIES, INC.	OVERPD CK#108206 DATED 11-16-21	-199.57
108311	12/14/2021	05670	PETERSON COUNSELING/CONSULTING	CONSULTING SERVICES - OCTOBER	1,420.80
	12/14/2021	05670	PETERSON COUNSELING/CONSULTING	CONSULTING SERVICES - NOVEMBER	925.80
108312	12/14/2021	01409	S E H	NEW FIRE STATION	3,739.44
108313	12/14/2021	01574	T A SCHIFSKY & SONS, INC	ASPHALT	205.72
108314	12/14/2021	05987	AGILITI HEALTH, INC.	EMS EQUIPMENT MAINT	1,025.94
108315	12/14/2021	06163	AL TECHNOLOGIES, LLC	ONLINE BENEFITS ADMIN FEE- DEC	360.50
108316	12/14/2021	06284	A-Z UNDERGROUND	SEWER LINE REPAIRS - 2001 ADOLPHUS	7,950.00
108317	12/14/2021	05972	BHE COMMUNITY SOLAR, LLC	COMMUNITY SOLAR AGREEMENT-OCT	4,897.15
108318	12/14/2021	02789	COMCAST CABLE COMM INC	FIBER OPTIC LEASE FOR FS#3	419.20
108319	12/14/2021	06285	ECKBERG LAMMERS, P.C.	PD IN-SERVICE TRAINING	8,586.00
108320	12/14/2021	04371	ELECTRO WATCHMAN INC.	FINAL PMT - NC RESTROOM PROJ	1,647.37
	12/14/2021	04371	ELECTRO WATCHMAN INC.	REPAIR ON FRONT DOOR OF CITY HALL	818.10
	12/14/2021	04371	ELECTRO WATCHMAN INC.	REPAIR COMM STUDIO READER	703.98
108321	12/14/2021	00003	ESCROW REFUND	ESCROW REL-TORKELSON DEV 1801 ENG	3,500.00
108322	12/14/2021	05275	FIRST STATE TIRE RECYCLING	TIRE RECYCLING	4,480.00
108323	12/14/2021	06283	AARON LEE GANT	RELEASED PER EVIDENCE REVIEW FORM	223.00
108324	12/14/2021	06009	HEALTHCALL, LLC	COMMUNITY PARAMEDIC SOFTWARE-NOV	920.00
108325	12/14/2021	06282	KARIN ANDERSON GRANTWRITING	GRANT WRITING ASSISTANCE	1,200.00
108326	12/14/2021	00827	L M C I T	WORK COMP QTR JAN-MARCH 2022	196,549.00
	12/14/2021	00827	L M C I T	INSURANCE PREMIUM JAN-MARCH 2022	64,727.00
	12/14/2021	00827	L M C I T	WC CLAIM #00464467	808.86
108327	12/14/2021	00393	MN DEPT OF LABOR & INDUSTRY	PRESSURE VESSEL FIRE STATION 3	10.00
	12/14/2021	00393	MN DEPT OF LABOR & INDUSTRY	PRESSURE VESSEL FIRE STATION 2	10.00
108328	12/14/2021	00857	LEAGUE OF MINNESOTA CITIES	MEMBERSHIP DUES 09/01/21 - 08/31/22	28,296.00
	12/14/2021	00857	LEAGUE OF MINNESOTA CITIES	WEBINAR - M DARROW	10.00
108329	12/14/2021	00244	LINE 1 PARTNERS, INC	SECURITY CAMERA TROUBLESHOOT-NC	625.00
108330	12/14/2021	00917	MACQUEEN EMERGENCY	FIRE-DEX PPE	762.71
	12/14/2021	00917	MACQUEEN EMERGENCY	COMPRESSOR SERVICE	746.00
108331	12/14/2021	00922	MAILE ENTERPRISES INC	HYDRANT FLAGS	1,444.88
108332	12/14/2021	05222	MARTIN-MCALLISTER	PUBLIC SAFETY ASSESSEMENT/EVAL	2,750.00
108333	12/14/2021	05838	MINNESOTA BENEFIT ASSOCIATION	MONTHLY PREMIUM	348.00
108334	12/14/2021	06133	NO WAIT INSIDE, LLC	NOWAITINSIDE SERVICE	1,600.00
108335	12/14/2021	06268	NORTHLAND GRADING & EXCAVATING	PROJ 16-25 STERLING STREET BRIDGE	9,359.67
108336	12/14/2021	00001	ONE TIME VENDOR	REIMB J BELISLE - FENCING/WATERING	332.68

G1, Attachment

108337	12/14/2021	00001	ONE TIME VENDOR	REIMB D QUINLAN - SPRINKLER REPAIR	186.00
108338	12/14/2021	00001	ONE TIME VENDOR	GIMBI - ALCOHOL COMPLIANCE CK	127.50
108339	12/14/2021	00001	ONE TIME VENDOR	YEMANE - ALCOHOL COMPLIANCE CK	60.00
108340	12/14/2021	03790	PROVIDENCE HOMES, INC.	ESCROW RELEASE 753 CRESTVIEW DR N	3,500.00
108341	12/14/2021	01340	REGIONS HOSPITAL	MEDICAL SUPPLIES	550.00
108342	12/14/2021	06014	REHDER FORESTRY CONSULTING	TREE INSPECTION SRVS - NOVEMBER	818.98
108343	12/14/2021	05879	ROADKILL ANIMAL CONTROL	DEER REMOVAL - NOVEMBER	357.00
108344	12/14/2021	04256	SHI INTERNATIONAL CORP	MICROSOFT 365 SUB 11/01/21-10/31/22	46,623.60
	12/14/2021	04256	SHI INTERNATIONAL CORP	CAREPACK FOR HP LAPTOPS	1,750.00
108345	12/14/2021	05914	SHRED-N-GO, INC.	SHREDDING EVENT HELD OCTOBER 09	2,050.00
108346	12/14/2021	01522	STATE OF MINNESOTA	LAW ENFORCEMENT DATA WORKSHOP	250.00
108347	12/14/2021	04207	STRYKER SALES CORP.	COMMUNITY PARAMEDIC SOFTWARE-OCT	882.00
	12/14/2021	04207	STRYKER SALES CORP.	PREVENTATIVE MAINT AMB STRETCHERS	393.91
	12/14/2021	04207	STRYKER SALES CORP.	PREVENTATIVE MAINT AMB STRETCHERS	226.25
108348	12/14/2021	06107	TOKLE INSPECTIONS, INC.	ELECTRICAL INSPECTIONS - NOVEMBER	6,253.92
108349	12/14/2021	05663	TRANS UNION LLC	CREDIT REPORTING SERVICE - NOV	60.00
108350	12/14/2021	01647	TRI-COUNTY LAW ENFORCEMENT	ANNUAL DUES	75.00

57 Checks in this report.

1,291,757.03

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
12/6/2021	Delta Dental	Dental Premium	1,440.24
12/6/2021	MN State Treasurer	Drivers License/Deputy Registrar	42,652.00
12/7/2021	MN State Treasurer	Drivers License/Deputy Registrar	30,766.33
12/8/2021	MN State Treasurer	Drivers License/Deputy Registrar	64,574.26
12/9/2021	MN State Treasurer	Drivers License/Deputy Registrar	40,361.54
12/10/2021	MN Dept of Natural Resources	DNR electronic licenses	598.90
12/10/2021	MN State Treasurer	State Payroll Tax	27,137.37
12/10/2021	Optum Health	DCRP & Flex plan payments	309.51
12/10/2021	P.E.R.A.	P.E.R.A.	140,633.29
12/10/2021	U.S. Treasurer	Federal Payroll Tax	110,815.14
12/10/2021	US Bank VISA One Card*	Purchasing Card Items	50,923.67
			510,212.25

*Detailed listing of VISA purchases is attached.

Purchasing Card Items

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
11/24/2021	11/26/2021	OFFICE DEPOT #1090	\$113.49	REGAN BEGGS
11/24/2021	11/26/2021	AMZN MKTP US*ZP8WW2TV3	\$13.95	ASHLEY BERGERON
11/27/2021	11/29/2021	AMZN MKTP US*0Z09Z5DM3	\$145.92	ASHLEY BERGERON
11/30/2021	12/01/2021	AMZN MKTP US*OX4NG3893	\$7.51	ASHLEY BERGERON
11/30/2021	12/01/2021	AMZN MKTP US*V54KP46X3	\$104.17	ASHLEY BERGERON
12/01/2021	12/02/2021	MN RECREATION AND PARK A	\$49.00	NEIL BRENEMAN
11/19/2021	11/22/2021	TRI-STATE BOBCAT	\$460.82	TROY BRINK
11/23/2021	11/24/2021	FLEET FARM 2700	\$300.00	TROY BRINK
11/08/2021	12/02/2021	WALMART.COM AA	(\$183.60)	DANIEL BUSACK
11/18/2021	11/22/2021	PAYPAL *QUONLILIANA5106	\$22.51	DANIEL BUSACK
11/18/2021	12/02/2021	REGAIN *CA	(\$320.00)	DANIEL BUSACK
11/18/2021	12/02/2021	PAYPAL *QUONLILIANA5106	(\$22.51)	DANIEL BUSACK
11/19/2021	11/22/2021	BRODIN STUDIOS	\$100.00	DANIEL BUSACK
11/20/2021	11/22/2021	JOHNSTONE SUPPLY BLOOMING	\$188.12	SCOTT CHRISTENSON
11/22/2021	11/23/2021	FERGUSON ENT, INC 1659	\$66.67	SCOTT CHRISTENSON
11/24/2021	11/26/2021	FERGUSON ENT, INC1657	(\$4.67)	SCOTT CHRISTENSON
11/29/2021	11/30/2021	STATE SUPPLY	\$75.88	SCOTT CHRISTENSON
11/29/2021	12/01/2021	THE HOME DEPOT #2801	\$7.72	SCOTT CHRISTENSON
12/01/2021	12/03/2021	MENARDS OAKDALE MN	\$31.98	SCOTT CHRISTENSON
11/19/2021	11/22/2021	NEW YORK MAGAZINE	\$3.00	MELINDA COLEMAN
11/24/2021	11/26/2021	EVEREST EMERGENCY VEHICLE	\$91.25	SHAWN CONWAY
11/24/2021	11/26/2021	EVEREST EMERGENCY VEHICLE	\$760.73	SHAWN CONWAY
11/20/2021	11/22/2021	RED WING SHOE #727	\$13.98	THOMAS DABRUZZI
11/22/2021	12/02/2021	DIVE RESCUE INTERNATIONAL	\$138.70	BRAD DAVISON
11/23/2021	11/30/2021	DIVE RESCUE INTERNATIONAL	\$50.00	BRAD DAVISON
11/30/2021	12/02/2021	THE HOME DEPOT #2801	\$79.92	BRAD DAVISON
12/01/2021	12/03/2021	OTC BRANDS INC	(\$19.99)	BRAD DAVISON
12/01/2021	12/03/2021	OTC BRANDS INC	\$174.97	BRAD DAVISON
12/01/2021	12/03/2021	MINNESOTA STATE FIRE CHIE	\$235.00	RICHARD DAWSON
12/02/2021	12/03/2021	CORT FURNITURE RENTAL	\$197.39	RICHARD DAWSON
11/23/2021	11/24/2021	RECOIL GUNWORKS	\$3,848.45	MICHAEL DUGAS
11/23/2021	11/24/2021	POLICESTORE.COM	\$1,128.66	MICHAEL DUGAS
11/23/2021	11/24/2021	AMZN MKTP US*GT10G1KV3	\$1,043.17	MICHAEL DUGAS
11/24/2021	11/26/2021	AMZN MKTP US	(\$99.29)	MICHAEL DUGAS
11/19/2021	11/22/2021	PIONEER PRESS ADV	\$444.15	CHRISTINE EVANS
11/23/2021	11/23/2021	COMCAST CABLE COMM	\$144.71	MYCHAL FOWLDS
11/23/2021	11/24/2021	AMAZON.COM*0H60741N3 AMZN	\$299.55	MYCHAL FOWLDS
12/01/2021	12/02/2021	TMOBILE*AUTO PAY	\$334.97	MYCHAL FOWLDS
12/03/2021	12/03/2021	COMCAST CABLE COMM	\$25.04	MYCHAL FOWLDS
11/30/2021	12/01/2021	PDQ.COM	\$736.02	NICK FRANZEN
11/24/2021	11/26/2021	STORM TRAINING GROUP,	\$208.95	DEREK FRITZE
11/24/2021	11/26/2021	STORM TRAINING GROUP,	\$208.95	TIMOTHY HAWKINSON
11/18/2021	11/22/2021	MENARDS OAKDALE MN	\$55.00	TAMARA HAYS
11/23/2021	11/26/2021	THE HOME DEPOT #2801	\$30.92	TAMARA HAYS
11/19/2021	11/22/2021	FRATTALLONES - WOODBURY	\$149.09	GARY HINNENKAMP
11/24/2021	11/26/2021	SPORTSMANS GUIDE	\$4,720.02	MICHAEL HOEMKE
11/24/2021	11/24/2021	AMAZON.COM*W00E82WR3	\$28.50	ELIZABETH JOHNSON
11/22/2021	11/23/2021	SAFE-FAST(MW)	\$224.85	RANDY JOHNSON
11/22/2021	11/23/2021	VERSALOK OAKDALE	\$163.10	DON JONES
12/02/2021	12/03/2021	RED WING SHOE #727	\$267.91	DON JONES
11/24/2021	11/26/2021	FUSION LEARNING PARTNERS	\$40.00	LOIS KNUTSON
11/29/2021	11/30/2021	AMAZON.COM*LC0F16Z33	\$42.92	LOIS KNUTSON
11/29/2021	11/30/2021	SQ *THE MYERS-BRIGGS COMP	\$699.30	LOIS KNUTSON
11/22/2021	11/23/2021	THE BIG BLUE BOX	\$190.00	JASON KUCHENMEISTER
11/23/2021	11/23/2021	ULINE *SHIP SUPPLIES	\$344.96	JASON KUCHENMEISTER
11/23/2021	11/24/2021	TRITECH FORENSICS	\$95.56	JASON KUCHENMEISTER
11/26/2021	11/29/2021	AMZN MKTP US*DE35H69Q3	\$13.33	JASON KUCHENMEISTER
11/28/2021	11/29/2021	AMZN MKTP US*QY6UG5KU3 AM	\$28.33	JASON KUCHENMEISTER
11/28/2021	11/29/2021	AMZN MKTP US*UH2TP6YT3	\$129.94	JASON KUCHENMEISTER
11/30/2021	12/01/2021	SIRCHIE FINGER PRINT LABO	\$84.80	JASON KUCHENMEISTER
12/01/2021	12/02/2021	DALCO ENTERPRISES	\$187.14	CHING LO

12/01/2021	12/03/2021	FUSION LEARNING PARTNERS	\$375.00	STEVE LOVE
11/25/2021	11/26/2021	CLIAWAIVED INC	\$1,950.00	MICHAEL MONDOR
11/30/2021	12/01/2021	ASPEN MILLS	\$278.34	MICHAEL MONDOR
12/01/2021	12/02/2021	AIRGAS USA, LLC	\$94.76	MICHAEL MONDOR
12/01/2021	12/02/2021	AIRGAS USA, LLC	\$73.08	MICHAEL MONDOR
11/20/2021	11/22/2021	CINTAS CORP	\$33.33	BRYAN NAGEL
11/20/2021	11/22/2021	CINTAS CORP	\$60.98	BRYAN NAGEL
11/20/2021	11/22/2021	CINTAS CORP	\$231.58	BRYAN NAGEL
11/25/2021	11/26/2021	CINTAS CORP	\$143.97	BRYAN NAGEL
11/25/2021	11/26/2021	CINTAS CORP	\$12.75	BRYAN NAGEL
11/25/2021	11/26/2021	CINTAS CORP	\$106.37	BRYAN NAGEL
11/25/2021	11/26/2021	CINTAS CORP	\$38.87	BRYAN NAGEL
11/25/2021	11/26/2021	CINTAS CORP	\$16.35	BRYAN NAGEL
12/01/2021	12/02/2021	RED WING SHOE #727	\$152.99	BRYAN NAGEL
12/01/2021	12/02/2021	CINTAS CORP	\$164.43	BRYAN NAGEL
12/01/2021	12/02/2021	CINTAS CORP	\$125.57	BRYAN NAGEL
12/01/2021	12/02/2021	CINTAS CORP	\$12.75	BRYAN NAGEL
12/01/2021	12/02/2021	CINTAS CORP	\$15.05	BRYAN NAGEL
12/01/2021	12/02/2021	CINTAS CORP	\$52.43	BRYAN NAGEL
11/22/2021	11/24/2021	MENARDS OAKDALE MN	\$44.91	JOHN NAUGHTON
11/22/2021	11/24/2021	THE HOME DEPOT #2801	\$22.30	JOHN NAUGHTON
11/22/2021	11/26/2021	MENARDS OAKDALE MN	(\$44.91)	JOHN NAUGHTON
11/23/2021	11/26/2021	THE HOME DEPOT #2801	\$23.22	JOHN NAUGHTON
11/29/2021	11/30/2021	LTG POWER EQUIPMENT	\$123.70	JOHN NAUGHTON
11/29/2021	11/30/2021	TRI-STATE BOBCAT	\$43.90	JOHN NAUGHTON
11/19/2021	11/22/2021	LIFE ASSIST INC	\$387.00	KENNETH POWERS
11/30/2021	12/01/2021	LIFE ASSIST INC	\$175.00	KENNETH POWERS
11/30/2021	12/01/2021	LIFE ASSIST INC	\$175.00	KENNETH POWERS
11/19/2021	11/22/2021	TOWMASTER	\$659.88	STEVEN PRIEM
11/19/2021	11/22/2021	AN FORD WHITE BEAR LAK	\$225.73	STEVEN PRIEM
11/22/2021	11/23/2021	FACTORY MTR PTS #19	\$184.02	STEVEN PRIEM
11/23/2021	11/26/2021	ZARNOTH BRUSH WORKS INC	\$2,820.00	STEVEN PRIEM
11/23/2021	11/26/2021	ZARNOTH BRUSH WORKS INC	\$1,064.00	STEVEN PRIEM
11/24/2021	11/26/2021	0391-AUTOPLUS	\$173.46	STEVEN PRIEM
11/24/2021	11/26/2021	0391-AUTOPLUS	\$62.89	STEVEN PRIEM
11/24/2021	11/26/2021	NORTHERN TOOL+EQUIP	\$94.98	STEVEN PRIEM
11/29/2021	11/30/2021	POMP S TIRE #021	\$604.00	STEVEN PRIEM
11/30/2021	12/01/2021	POMP S TIRE #021	\$1,200.00	STEVEN PRIEM
11/30/2021	12/01/2021	0391-AUTOPLUS	\$44.98	STEVEN PRIEM
12/01/2021	12/02/2021	0391-AUTOPLUS	\$28.36	STEVEN PRIEM
12/01/2021	12/02/2021	WALSER POLAR CHEVROLET	\$110.67	STEVEN PRIEM
12/02/2021	12/03/2021	TRUCK UTILITIES ST	\$6.40	STEVEN PRIEM
11/20/2021	11/22/2021	AMZN MKTP US*7R6PU5W53	\$56.99	MICHAEL RENNER
11/25/2021	11/26/2021	AMAZON.COM*Z32IF6IM3 AMZN	\$39.98	MICHAEL RENNER
11/20/2021	11/22/2021	TRUGREEN LP *5635	\$1,350.09	AUDRA ROBBINS
11/29/2021	11/23/2021	DICKSPORTINGGOODS.COM	\$161.01	AUDRA ROBBINS
11/29/2021	12/01/2021	ON SITE SANITATION INC	\$800.00	AUDRA ROBBINS
12/01/2021	12/02/2021	CINTAS CORP	\$72.86	AUDRA ROBBINS
11/19/2021	11/22/2021	OFFICE DEPOT #1090	\$58.44	STEPHANIE SHEA
11/19/2021	11/22/2021	N-EAR	\$168.99	STEPHANIE SHEA
11/19/2021	11/22/2021	IN *ENVUE TELEMATICS LLC	\$624.00	STEPHANIE SHEA
11/22/2021	11/23/2021	MINNESOTA CHIEFS OF POLIC	\$538.00	STEPHANIE SHEA
11/23/2021	11/26/2021	OFFICE DEPOT #1090	\$102.52	STEPHANIE SHEA
11/25/2021	11/26/2021	CINTAS CORP	\$49.99	STEPHANIE SHEA
11/29/2021	11/30/2021	ALADTEC INC	\$4,752.00	STEPHANIE SHEA
11/30/2021	12/01/2021	THOMSON WEST*TCD	\$611.10	STEPHANIE SHEA
12/02/2021	12/03/2021	GALLS	\$9,804.19	STEPHANIE SHEA
12/02/2021	12/03/2021	CINTAS CORP	\$61.50	STEPHANIE SHEA
11/22/2021	11/23/2021	PIONEER PRESS CIRC	\$55.11	JEFF THOMSON
11/18/2021	11/22/2021	BOUND TREE MEDICAL LLC	\$307.90	ERIC ZAPPA
11/24/2021	11/26/2021	LIFE ASSIST INC	\$440.00	ERIC ZAPPA

\$50,923.67

CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
FOR THE CURRENT PAY PERIOD

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>	<u>Exp Reimb, Severance, Conversion incl in Amount</u>
	12/10/21	ABRAMS, MARYLEE	560.80	
	12/10/21	CAVE, REBECCA	493.60	
	12/10/21	JUENEMANN, KATHLEEN	493.60	
	12/10/21	KNUTSON, WILLIAM	493.60	
	12/10/21	VILLAVICENCIO, NICHOLE	493.60	
	12/10/21	COLEMAN, MELINDA	6,835.20	
	12/10/21	DARROW, MICHAEL	5,165.19	
	12/10/21	KNUTSON, LOIS	3,403.96	
	12/10/21	CHRISTENSON, SCOTT	2,428.41	
	12/10/21	DOUGLASS, TOM	3,078.36	
	12/10/21	JAHN, DAVID	2,322.08	
	12/10/21	HERZOG, LINDSAY	2,902.81	
	12/10/21	RAMEAUX, THERESE	3,766.82	
	12/10/21	DEBILZAN, JUDY	2,590.49	
	12/10/21	PAULSETH, ELLEN	5,912.55	
	12/10/21	RACETTE, THOMAS	2,601.07	
	12/10/21	RUEB, JOSEPH	5,251.61	
	12/10/21	STANLEY, JENNIFER	3,507.40	
	12/10/21	ARNOLD, AJLA	2,293.82	
	12/10/21	BEGGS, REGAN	2,314.59	
	12/10/21	CROSS, JULIA	2,016.48	
	12/10/21	EVANS, CHRISTINE	2,439.20	
	12/10/21	LARSON, MICHELLE	2,316.89	
	12/10/21	SINDT, ANDREA	3,941.09	
	12/10/21	ABRAHAM, JOSHUA	2,630.40	
	12/10/21	HANSON, MELISSA	2,146.72	
	12/10/21	HOCKBEIN, JUDY	1,252.23	
	12/10/21	KRAMER, PATRICIA	1,505.03	
	12/10/21	MOY, PAMELA	2,111.85	141.68
	12/10/21	OSTER, ANDREA	2,323.82	
	12/10/21	SCHORR, JENNIFER	1,459.26	
	12/10/21	VITT, JULIANNE	1,691.07	
	12/10/21	WEAVER, KRISTINE	3,499.79	
	12/10/21	ALDRIDGE, MARK	5,031.29	
	12/10/21	BAKKE, LONN	3,686.38	
	12/10/21	BELDE, STANLEY	4,280.40	
	12/10/21	BENJAMIN, MARKESE	3,587.80	
	12/10/21	BERGERON, ASHLEY	3,413.86	
	12/10/21	BIERDEMAN, BRIAN	5,720.88	
	12/10/21	BROWN, RAE	2,614.72	
	12/10/21	BURT-MCGREGOR, EMILY	3,617.77	
	12/10/21	BUSACK, DANIEL	5,411.95	
	12/10/21	COLEMAN, ALEXANDRA	2,162.59	
	12/10/21	CONDON, MITCHELL	4,206.56	
	12/10/21	CRUZ, TREANA	2,759.77	
	12/10/21	DEMULLING, JOSEPH	4,212.97	
	12/10/21	DUGAS, MICHAEL	4,765.20	
	12/10/21	FORSYTHE, MARCUS	3,532.34	
	12/10/21	FRITZE, DEREK	6,062.55	
	12/10/21	GABRIEL, ANTHONY	6,419.79	
	12/10/21	GEISELHART, BENJAMIN	3,307.37	

12/10/21	HAWKINSON JR, TIMOTHY	4,086.64
12/10/21	HENDRICKS, JENNIFER	2,182.40
12/10/21	HER, PHENG	3,598.81
12/10/21	HER, TERRELL	2,643.85
12/10/21	HOADLEY, JOSHUA	377.00
12/10/21	HOEMKE, MICHAEL	4,765.19
12/10/21	JOHNSON, JEREMY	2,287.87
12/10/21	KANDA, MADELINE	3,062.27
12/10/21	KIM, WINSTON	2,866.19
12/10/21	KONG, TOMMY	4,231.06
12/10/21	KROLL, BRETT	3,882.48
12/10/21	KUCHENMEISTER, GINA	2,413.73
12/10/21	KUCHENMEISTER, JASON	2,601.03
12/10/21	LENERTZ, NICHOLAS	3,560.63
12/10/21	LYNCH, KATHERINE	7,038.39
12/10/21	MARINO, JASON	5,249.64
12/10/21	MATTHEIS, TAWNY	2,287.87
12/10/21	MURRAY, RACHEL	4,281.88
12/10/21	NYE, MICHAEL	4,594.65
12/10/21	OLSON, JULIE	4,029.24
12/10/21	PARKER, JAMES	4,095.55
12/10/21	PASDO, JOSEPH	2,287.87
12/10/21	PEREZ, GUSTAVO	5,787.06
12/10/21	PETERS, DANIEL	3,551.78
12/10/21	SALCHOW, CONNOR	4,985.29
12/10/21	SANCHEZ, ISABEL	2,745.47
12/10/21	SHEA, STEPHANIE	2,612.64
12/10/21	SPARKS, NICOLLE	4,137.19
12/10/21	STARKEY, ROBERT	4,512.41
12/10/21	STEINER, JOSEPH	4,765.19
12/10/21	STOCK, AUBREY	3,551.00
12/10/21	SWETALA, NOAH	3,771.87
12/10/21	TAUZELL, BRIAN	3,998.73
12/10/21	WENZEL, JAY	3,890.64
12/10/21	WIETHORN, AMANDA	3,959.00
12/10/21	XIONG, KAO	3,670.61
12/10/21	XIONG, TUOYER	3,357.30
12/10/21	ZAPPA, ANDREW	5,627.28
12/10/21	AMAH-CLARKE, ALFREDA	1,672.48
12/10/21	BARRETTE, CHARLES	5,079.50
12/10/21	BAUMAN, ANDREW	6,476.46
12/10/21	BEITLER, NATHAN	4,009.94
12/10/21	CAMPBELL, MACLANE	4,028.47
12/10/21	CONWAY, SHAWN	4,471.96
12/10/21	CRAWFORD JR, RAYMOND	4,288.94
12/10/21	CRUMMY, CHARLES	4,866.50
12/10/21	DABRUZZI, THOMAS	5,191.40
12/10/21	DANLEY, NICHOLAS	4,737.67
12/10/21	DAVISON, BRADLEY	4,057.02
12/10/21	DAWSON, RICHARD	6,431.60
12/10/21	HAGEN, MICHAEL	4,836.62
12/10/21	HALWEG, JODI	5,556.52
12/10/21	HAWTHORNE, ROCHELLE	3,968.83
12/10/21	KUBAT, ERIC	5,352.90
12/10/21	LANDER, CHARLES	3,968.54
12/10/21	LANIK, JAKE	4,310.72
12/10/21	LO, CHING	135.00
12/10/21	LUKIN, STEVEN	1,880.00

12/10/21	MALESKI, MICHAEL	4,026.90	
12/10/21	MCGEE, BRADLEY	4,612.28	
12/10/21	MERKATORIS, BRETT	5,033.07	
12/10/21	MONDOR, MICHAEL	5,474.97	
12/10/21	NEILY, STEVEN	4,926.26	
12/10/21	NIELSEN, KENNETH	4,318.70	
12/10/21	NOVAK, JEROME	5,824.22	
12/10/21	POWERS, KENNETH	4,753.46	
12/10/21	SEDLACEK, JEFFREY	4,330.19	
12/10/21	STREFF, MICHAEL	5,138.85	
12/10/21	WARDELL, JORDAN	5,108.19	
12/10/21	WILLIAMSON, MICHAEL	3,959.86	
12/10/21	ZAPPA, ERIC	4,237.34	
12/10/21	CORTESI, LUANNE	2,316.89	
12/10/21	JANASZAK, MEGHAN	3,175.14	
12/10/21	BRINK, TROY	2,905.81	
12/10/21	BUCKLEY, BRENT	3,264.74	
12/10/21	EDGE, DOUGLAS	2,648.93	
12/10/21	JONES, DONALD	2,656.61	
12/10/21	MEISSNER, BRENT	2,635.99	
12/10/21	MLODZIK, JASON	2,312.89	
12/10/21	NAGEL, BRYAN	4,631.80	
12/10/21	OSWALD, ERICK	2,868.96	50.00
12/10/21	RUNNING, ROBERT	2,903.50	
12/10/21	TEVLIN, TODD	2,672.61	
12/10/21	ZAHNOW, LANCE	2,342.27	
12/10/21	BURLINGAME, NATHAN	3,278.40	
12/10/21	DUCHARME, JOHN	3,343.02	
12/10/21	ENGSTROM, ANDREW	3,338.40	
12/10/21	JAROSCH, JONATHAN	4,508.31	
12/10/21	LINDBLOM, RANDAL	3,465.97	
12/10/21	LOVE, STEVEN	6,091.22	
12/10/21	STRONG, TYLER	3,181.60	
12/10/21	GERNES, CAROLE	1,953.79	
12/10/21	FRIBERG, DAVID	2,086.89	
12/10/21	HAYS, TAMARA	2,377.61	
12/10/21	HINNENKAMP, GARY	2,880.62	
12/10/21	NAUGHTON, JOHN	2,640.61	
12/10/21	ORE, JORDAN	2,633.69	
12/10/21	STOKES, KAL	2,130.71	
12/10/21	HAMMOND, ELIZABETH	2,710.85	
12/10/21	JOHNSON, ELIZABETH	2,409.79	
12/10/21	JOHNSON, RANDY	4,462.88	
12/10/21	KROLL, LISA	2,438.00	
12/10/21	THOMSON, JEFFREY	5,145.50	
12/10/21	FINWALL, SHANN	3,974.61	
12/10/21	MARTIN, MICHAEL	4,221.93	
12/10/21	DREWRY, SAMANTHA	2,970.59	
12/10/21	LENTZ, DANIEL	1,914.39	
12/10/21	WESTLUND, RONALD	3,161.52	
12/10/21	WELLENS, MOLLY	3,077.54	
12/10/21	BJORK, BRANDON	45.00	
12/10/21	BRENEMAN, NEIL	3,272.61	
12/10/21	CAMPBELL, KEVIN	117.00	
12/10/21	GORACKI, GERALD	138.00	
12/10/21	LO, SATHAE	189.00	
12/10/21	ROBBINS, AUDRA	4,817.58	
12/10/21	BERGO, CHAD	3,787.41	

12/10/21	SCHMITZ, KEVIN	2,534.49	150.00
12/10/21	SHEERAN JR, JOSEPH	4,274.79	
12/10/21	ADAMS, DAVID	2,578.30	
12/10/21	HAAG, MARK	3,327.67	
12/10/21	JENSEN, JOSEPH	2,582.49	
12/10/21	SCHULTZ, SCOTT	4,601.89	
12/10/21	WILBER, JEFFREY	2,616.19	
12/10/21	PRIEM, STEVEN	2,967.72	
12/10/21	WOEHRLE, MATTHEW	2,719.84	
12/10/21	XIONG, BOON	2,656.41	
12/10/21	FOWLDS, MYCHAL	5,181.02	
12/10/21	FRANZEN, NICHOLAS	3,855.18	
12/10/21	GERONSIN, ALEXANDER	3,234.24	
12/10/21	RENNER, MICHAEL	3,726.40	
		626,408.45	341.68

CITY COUNCIL STAFF REPORT
Meeting Date December 20, 2021

REPORT TO: Melinda Coleman

REPORT FROM: Ellen Paulseth, Finance Director
David Anderson, Kennedy & Graven

PRESENTER: Ellen Paulseth, Finance Director

AGENDA ITEM: Resolution Approving the Memorandum of Agreement Between the State of Minnesota and Local Governments and Authorizing Participation in National Opioid Settlements

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Minnesota could receive as much as \$337 million in a multistate settlement involving Johnson & Johnson and the nation's three major pharmaceutical distributors – Cardinal, McKesson and AmerisourceBergen. This settlement comes as part of the national opioids litigation and involves claims that the three distributors failed to fulfill their legal duty to refuse to ship opioids to pharmacies that submitted suspicious drug orders and that Johnson & Johnson misled patients and doctors about the addictive nature of opioid drugs. If the City Council enters into an agreement with the State of Minnesota to participate in this settlement, Maplewood will be a direct recipient of opioid settlement funding over the next 18 years. The purpose of the funding is for future opioid remediation activities.

Recommended Action:

Motion to adopt the Resolution Approving the Memorandum of Agreement between the State of Minnesota and Local Governments and Authorizing Participation in National Opioid Settlements.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is n/a

 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: N/A

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The purpose of the settlement funding is to repair the harm done to communities through irresponsible and misleading marketing and inadequate monitoring of prescriptions flowing to the state. According to the MN Department of Health Drug Overdose Dashboard, 4,821 Minnesotans died of opioid overdoses from 2000-2019.

Background

Provided by David T. Anderson, Attorney, Kennedy & Graven

The Minnesota Attorney General's Office recently finalized Minnesota's settlements with certain opioid distributors and manufacturers. These settlements come as part of national opioids litigation and involve claims that the defendants failed to fulfill their legal duty to refuse to ship opioids to pharmacies that submitted suspicious drug orders and misled patients and doctors about the addictive nature of opioid drugs. All Minnesota cities are eligible to participate in the settlements but in order to do so, a city must approve and sign the Minnesota Opioids Memorandum of Agreement (MOA) and various participation forms on or before January 2, 2022. The attached council resolution provides the requisite authority to do so. The MOA and the two participation forms are also attached for reference.

Participating in the settlements requires the City to release any claims it might have against the defendants, which I recommend in light of the settlements that were reached. The cities that are entitled to receive local allocations under the settlements are those with populations of more than 30,000, those that are the local public health authority in their jurisdiction, and those that initiated litigation on their own. Exhibit B of the MOA includes a list of public entities that are entitled to the local fund allocation. Maplewood, of course, is included on that list.

Not only does participating entitle Maplewood to a portion of the local allocation, which are to be used for the specific purposes outlined in the settlements, but only cities that participate are eligible for grant money and other programming that might originate from the hundreds of millions in settlement dollars. It is unknown whether Maplewood may want to participate in any future state or county programming, but a failure to participate in the settlements now will likely preclude such participation (in addition to precluding any local allocations earmarked for Maplewood). There is a push for all cities, especially larger ones, to sign onto the settlements because that will have a substantial impact on the total dollar amount received by state and local entities. In other words, the more participation, the more money that public entities throughout Minnesota will receive. Again, I recommend that the city council approve participating by adopting the attached resolution.

Provided by Ellen Paulseth, Finance Director

The amount of the settlement will depend on how many local governments enter into the agreement with the State of Minnesota. Minnesota receives more funding based on the number of local governments entering into the agreement.

According to the Minnesota Attorney General's Office, this settlement marks the fifth time that Minnesota has reached agreement with opioid companies to hold them accountable for their role in creating and perpetuating the opioid epidemic.

On **July 7, 2021**, Minnesota resolved its lawsuit against Purdue Pharma and the Sackler family that controlled Purdue in a multistate agreement that will make public tens of millions of documents related to Purdue's role in the deadly opioid crisis. It also requires the Sacklers personally to pay \$4.325 billion over nine years for prevention, treatment, and recovery efforts in communities across the country, in one of the largest amounts that individuals have paid to resolve a law enforcement action in U.S. history. Minnesota's share of those payments is expected to exceed \$50 million over nine years.

In **February 2021**, Minnesota settled an investigation against consulting firm McKinsey related to the firm's role in helping Purdue "turbocharge" opioid sales. As a result of that settlement, McKinsey will pay almost \$8 million to Minnesota to fund abatement efforts. As part of the settlement, McKinsey is required to publicly disclose documents detailing its work for opioid companies.

In **October 2020**, Minnesota was part of a multistate settlement with opioid manufacturer Mallinckrodt that requires Mallinckrodt to put \$1.6 billion into a trust that will be disbursed over a period of seven years to all the states and jurisdictions once it emerges from bankruptcy. In addition, MNK will stop marketing its opioids and will put systems in place to prevent opioid misuse. Significantly, MNK will also publicly disclose internal documents that show how it misrepresented the risks and benefits of opioids and failed to curtail problematic orders for its opioid products, among other things.

In **January 2020**, Minnesota was part of a multistate plan that liquidated opioid manufacturer Insys Therapeutics, Inc. in federal bankruptcy court. Along with Purdue Pharma, Insys was one of two manufacturers of highly addictive opioids that the Attorney General's Office sued. The plan requires public disclosure of millions of Insys's internal documents related to its marketing of the opioid Subsys, and provides monetary relief to states, local governments, and tribes.

Attachments

1. Resolution Approving the Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments and Authorizing Participation in National Opioid Settlements
2. Minnesota Opioids State-Subdivision Memorandum of Agreement
3. Janssen Settlement Subdivision Participation Form
4. Distributor Settlement Subdivision Participation Form

**CITY OF MAPLEWOOD
RESOLUTION NO. _____**

**A RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOU) BETWEEN THE
STATE OF MINNESOTA AND LOCAL GOVERNMENTS AND AUTHORIZING PARTICIPATION
IN NATIONAL OPIOID SETTLEMENTS**

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their residents, have been harmed by misconduct committed by certain entities that engage in the manufacture, marketing, promotion, distribution, or dispensing of opioids; and

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties joined with thousands of local governments across the country to file lawsuits against opioid manufacturer and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local Minnesota governments, the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, the State of Minnesota, and the Minnesota Attorney General's Office have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of proceeds to the State of Minnesota and to individual local governments from recent settlements in the national opioid litigation; and

WHEREAS, by signing onto the MOA, the state and local governments maximize Minnesota's share of opioid settlement funds, demonstrate solidarity in response to the opioid epidemic, and ensure needed resources reach the most impacted communities; and

WHEREAS, it is in the best interests of the State of Minnesota and the residents of the City of Maplewood that the City participate in the national opioid litigation settlements.

NOW, THEREFORE, be it resolved by the City Council of the City of Maplewood, Minnesota:

1. Participation in the opioid litigation settlements promotes the public health, safety, and welfare of the residents of the City of Maplewood.
2. The City of Maplewood supports and opts-in to the national opioid litigation settlements with the Distributors McKesson, Cardinal Health, and Amerisource Bergen, and with the Manufacturer Johnson & Johnson.
3. The Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments relating to the distribution of settlement funds is approved.
4. City Staff is authorized to take such measures as necessary to sign the MOA and otherwise participate in the national opioid settlements, including executing the Participation Agreement and accompanying Release.

Adopted by the City Council of Maplewood, Minnesota this 20th day of December, 2021.

Marylee Abrams, Mayor

Attested:

City Clerk

MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

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

WHEREAS, the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma and Mallinckrodt as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean Purdue Pharma L.P. and Mallinckrodt plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all counties and cities within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” mean this agreement, the Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means the national opioid settlement agreements with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, 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 Supply Chain Participants” means entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a county or city within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims with the Settling Defendants by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

II. Allocation of Settlement Proceeds

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each annual distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").¹ Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

¹ It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A.**

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against the Settling Defendants as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.² The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.
- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local

² More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. Such an election must be made by January 1 each year to apply to the following fiscal year. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. **Special Revenue Fund**

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be

placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. **Opioid Remediation Activities**

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the

county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
 3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.
- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. Reporting and Compliance

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General’s Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General’s Office, the Governor’s Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

VI. Backstop Fund

- A. National Attorney Fee Fund. The National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”). The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By

order³ dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund,

³ Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.
- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding

any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

- A. Scope of agreement. This MOA applies to all settlements under the National Settlement Agreements with Settling Defendants and the Bankruptcy Resolutions with Bankruptcy Defendants.⁴ The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- B. When MOA takes effect.
 - 1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
 - 2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring

⁴ For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, and McKesson, and Janssen, and Bankruptcy Resolutions involving Purdue Pharma L.P., and Mallinckrodt plc.

their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims against the Settling Defendants to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.

- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this ___ day of _____, _____ by:

Name and Title: _____

On behalf of: _____

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs⁵ or strategies that may include, but are not limited to, those that:⁶

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)⁷ approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

⁵ Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

⁶ As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

⁷ Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;

3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with

neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B**Local Abatement Funds Allocation**

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

Subdivision	Allocation Percentage
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSOON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

Subdivision	Allocation Percentage
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

EXHIBIT K**Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

revised July 30, 2021

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

revised July 30, 2021

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

revised July 30, 2021

EXHIBIT K**Subdivision Settlement Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

DISTRIBUTORS' 9.3.21
EXHIBIT UPDATES

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

DISTRIBUTORS' 9.3.21
EXHIBIT UPDATES

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

CITY COUNCIL STAFF REPORT
Meeting Date December 20, 2021

REPORT TO: Melinda Coleman

REPORT FROM: Ellen Paulseth, Finance Director

PRESENTER: Ellen Paulseth, Finance Director

AGENDA ITEM: Resolution to Accept Additional Coronavirus Local Fiscal Recovery Fund Established under the American Rescue Plan Act

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The City received additional funding from the American Rescue Plan Act (ARPA) Funding, made available due to a number of local governments in Minnesota failing to apply for their share of the funds. The distribution of the additional funding was on a population basis, with the total amount allocated to Maplewood being \$141,675.36. The City received 50% of this funding on November 23, 2021, and will receive the remaining 50% of the additional funding with the second half of the original ARPA funding allocation. The League of Minnesota Cities recommends that city councils pass a resolution to accept the additional funding and has provided the template for the resolution. The City Council will consider expenditure decisions at a future City Council meeting.

Recommended Action:

Motion to adopt the Resolution to Accept the Additional Coronavirus Local Fiscal Recovery Fund Established under the American Rescue Plan Act.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$141,675

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: N/A

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

ARPA funding could potentially cover all areas of the strategic plan. The City may spend the funds on any governmental purpose, as approved by the City Council.

Background

The initial ARPA funding resolution was adopted by the Council on July 12, 2021.

Attachments

1. Resolution to Accept the Additional Coronavirus Local Fiscal Recovery Fund Established under the American Rescue Plan Act

**CITY OF MAPLEWOOD
RESOLUTION NO. _____**

**A RESOLUTION TO ACCEPT THE ADDITIONAL CORONAVIRUS LOCAL FISCAL RECOVERY
FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT**

WHEREAS, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans (“Pandemic”). The disease has impacted every part of life: as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs;

WHEREAS, as a result of the Pandemic cities have been called on to respond to the needs of their communities through the prevention, treatment, and vaccination of COVID-19.

WHEREAS, city revenues, businesses and nonprofits in the city have faced economic impacts due to the Pandemic.

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, an estimated \$4,326,328.92 has been allocated to the City of Maplewood (“City”) pursuant to the ARPA (“Allocation”), plus an additional \$141,675.36.

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds.

WHEREAS, the City, in response to the Pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury’s ARPA guidance.

WHEREAS, the State of Minnesota will distribute ARPA funds to the City because its population is less than 50,000.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MAPLEWOOD, MINNESOTA AS FOLLOWS:**

1. The City intends to collect its share of ARPA funds from the State of Minnesota to use in a manner consistent with the Department of Treasury’s guidance.
2. City staff, together with the Mayor and the City Attorney are hereby authorized to take any actions necessary to receive the City’s share of ARPA funds from the State of Minnesota for expenses incurred because of the Pandemic.

3. City staff, together with the Mayor and the City Attorney are hereby authorized to make recommendations to the City Council for future expenditures that may be reimbursed with ARPA funds.

Adopted by the City Council of Maplewood, Minnesota this 20th day of December, 2021.

Mayor

Attested:

City Clerk

CITY COUNCIL STAFF REPORT
Meeting Date December 20, 2021

REPORT TO: Melinda Coleman
REPORT FROM: Ellen Paulseth, Finance Director
PRESENTER: Ellen Paulseth, Finance Director
AGENDA ITEM: Resolution to Commit Fund Balance in the General Fund

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

The City's Reserves Policy requires the City to maintain an unassigned fund balance in the General Fund at a minimum level of 41.67% and a desired level of 50% of annual General Fund operating expenditures. The unassigned fund balance of the General Fund will exceed the desired level of 50% of operating expenditures at 12/31/2021. Committing the funds for a specific purpose requires a resolution of the City Council, and instructs users of the City's financial statements that the funds are set aside for a governmental purpose. The City Council can change the specified use of the funds by passing another resolution at any time. The proposed commitment of surplus funds simply extends the commitment established by the Council at 12/31/2020 for public safety purposes. Staff recommends this extension due to the delay in the settlement date of the Londin Lane site proceeds, scheduled for January of 2022.

Recommended Action:

Motion to approve the Resolution to Commit Fund Balance in the General Fund. This resolution will commit the amount of fund balance exceeding 50% of the total General Fund current expenditures for public safety purposes.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is N/A
 Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: N/A

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

Committing the fund balance provides assurance to the State Auditor, the City's external auditors and users of the financial statements that the City is wisely utilizing taxpayer resources.

Background

The City will be required to demonstrate how the committed fund balance was spent in subsequent years to its external auditors. Last year, the City Council committed the surplus fund balance to for public safety purposes – more specifically for the new fire station. Because the settlement of the proceeds for the Londin Lane property is not until January of 2022, staff recommends extending the General Fund surplus commitment for public safety until then. Public safety expenditures are nearly 57% of General Fund expenditures, and the City is building a fire station in 2021. Therefore, committing the funds for public safety is the most reasonable way to reserve the funding until the City Council considers alternative purposes for the funding. The City Council will pass a new resolution in each year that unassigned fund balance exceeds 50% of expenditures.

Attachments

1. Resolution to Commit Fund Balance in the General Fund

RESOLUTION TO COMMIT FUND BALANCE IN THE GENERAL FUND

WHEREAS, the City's Reserves Policy requires the City to maintain an unassigned fund balance in the General Fund at a minimum level of 41.67%, with a desired level of 50% of annual General Fund operating expenditures, and;

WHEREAS, the unassigned fund balance of the General Fund is expected to exceed the desired amount of 50% of operating expenditures at December 31, 2021.

THEREFORE, BE IT RESOLVED that the Maplewood City Council commits the amount of unassigned fund balance exceeding 50% of current operating expenditures at December 31, 2021 for public safety purposes.

BE IT FURTHER RESOLVED that the Maplewood City Council may change or remove this commitment at any future meeting of the Council.

CITY COUNCIL STAFF REPORT

Meeting Date December 20, 2021

REPORT TO: Melinda Coleman, City Manager

REPORT FROM: Audra Robbins, Parks and Natural Resources Manager
Shann Finwall, AICP, Environmental Planner

PRESENTER: Shann Finwall, AICP, Environmental Planner

AGENDA ITEM: 2022 SCORE Grant Agreement

Action Requested: Motion Discussion Public Hearing

Form of Action: Resolution Ordinance Contract/Agreement Proclamation

Policy Issue:

Ramsey County offers Select Committee on Recycling and the Environment (SCORE) grants to cities to enhance or improve their recycling efforts. SCORE grant funding is awarded on a per capita basis and is intended to help fund the City's recycling program. Maplewood has historically used SCORE funding to help offset the cost of collecting residential recyclables through the City's recycling contract. SCORE funds can also be used for administration, promotion activities, equipment, and/or organics collection.

Recommended Action:

Motion to approve the 2022 SCORE Grant Agreement.

Fiscal Impact:

Is There a Fiscal Impact? No Yes, the true or estimated cost is \$103,659 SCORE grant funding with an additional \$19,745 if the City achieves recycling incentives.

Financing source(s): Adopted Budget Budget Modification New Revenue Source
 Use of Reserves Other: The 2022 recycling program budget will be subsidized by the Ramsey County SCORE grant for amounts of \$103,659 to \$123,404 (depending on incentives) to help fund the collection of recyclables in the City.

Strategic Plan Relevance:

Financial Sustainability Integrated Communication Targeted Redevelopment
 Operational Effectiveness Community Inclusiveness Infrastructure & Asset Mgmt.

The 2022 SCORE grant funds will be used to offset the cost of residential recycling collection by Tennis Sanitation.

Background

October 25, 2021: The City Council authorized the submittal of the 2022 SCORE grant application.

December 10, 2021: Ramsey County awarded Maplewood's 2022 SCORE grant and finalized the Agreement.

Discussion

2022 Funding

Attached find the final 2022 SCORE Agreement. The City was awarded \$103,659, plus \$19,745 if recycling incentives are achieved. Incentives outlined in the Agreement include the promotion of BizRecycling to businesses and institutions for organics recycling and food waste reduction and the promotion of free resources and grants to multi-family properties to improve recycling. These incentives will be achieved through the City's recycling education and outreach programs.

2021 Funding

In 2021 the City's SCORE grant was \$98,220 with an incentive of \$18,709. Incentives complete in 2021 include:

- **Business and Institution Recycling and Organics:** Education and outreach on the opportunity for businesses to participate in the BizRecycling program and to opt into the City's residential recycling program. This was achieved with information included in the annual business licensing renewal notice, during business retention meetings, through the Rice-Larpenteur Alliance, and on the City's website. Coordination of a YMCA BizRecycling grant application to fund resources and supplies that would help reduce waste, increase recycling, and reintroduce organics collection.
- **Multi-Family Property Recycling:** Education and outreach on the opportunity for multi-family properties to participate in the County's multi-family grant and technical assistance program and to convert the collection of recyclables from recycling carts to dumpsters. This was achieved during on-site meetings with multi-family properties and annual recycling reports.

Attachments

1. 2022 SCORE Grant Agreement

**AGREEMENT BETWEEN
RAMSEY COUNTY AND THE CITY OF MAPLEWOOD
FOR A SCORE FUNDING RECYCLING GRANT**

This Agreement is between Ramsey County (the "County") and the City of Maplewood (the "Municipality").

1. OBLIGATIONS

a. Collection

1. The Municipality shall ensure residential recycling service is available weekly or every other week to residents at their place of residence, including all multi-unit dwellings and manufactured home parks.
2. The Municipality shall provide recycling for at least the following materials at curbside and multi-unit dwelling properties:
 - a. Paper.
 - b. Cardboard.
 - c. Glass bottles.
 - d. Metal cans.
 - e. Cartons.
 - f. Plastic beverage and food containers.
 - g. Organics when present.
3. Ensure the collection of textiles for recycling is available to residents through curbside collection and to multi-unit dwellings through special collection or drop-off.
4. The Municipality shall add additional recyclable materials as reliable markets become available.
5. The Municipality shall maintain a long-term funding mechanism for its residential recycling programs.
6. For eligibility for additional incentive resources, the Municipality commits to the following (choose up to two):

Bulky Waste Collection. Establish an efficient and effective program to provide collection of bulky waste items from single family homes at no cost or a discounted price and that also prioritizes recycling and/or reuse.

Engage Small Businesses. Include small businesses in curbside recycling services and actively engage those businesses to participate in the service.

✓ **Promote BizRecycling.** Actively work with and promote BizRecycling to businesses and institutions in collaboration with Ramsey/Washington Recycling & Energy for organics recycling and food waste reduction programs.

✓ **Promote Multi-unit Recycling.** Actively work with and promote free resources and grants to multi-unit building in collaboration with Ramsey/Washington Recycling & Energy to improve and/or start recycling at multi-unit dwellings.

Organics drop-off site. Co-sponsor an organics drop-off site with the county (for suburban cities only).

Additional eligible incentive.

Guidelines for fulfilling the Municipality's obligations for this incentive are included in the Recycling Performance Work Plan as described below in 1(b).

b. Recycling Performance Work Plan

During 2022, the Municipality shall implement the strategies on the Recycling Performance Work Plan, specific to the Municipality, attached as Exhibit 1, to measure its progress towards achieving recycling goals. Work plans may be updated if agreed to by both parties in writing.

c. Reimbursement

1. Expenses eligible for reimbursement must be in accordance with the established eligible expenses. Funds not spent by the Municipality during the budget year will be retained by the County. Unspent funds may be used by the County for SCORE-eligible expenditures as determined by the County. If applicable, the Municipality shall use the SCORE funds as specified by the Joint Powers Agreement for Recycling Funding dated July 1, 2019.
2. The County shall reimburse the Municipality a maximum not to exceed sum of **\$103,659** in base funding and **\$19,745** in incentive funding. Subject to the provisions of section 1(c)(5) below, the Municipality shall receive two payments for base funds. A payment of 50% of the total base funding award will be made within 35 days of receipt of an invoice, and in no case prior to the first day of March. The second payment of 50% of the total base funding award will be made within 35 days of receipt of an invoice, and in no case before the first day of June. The Municipality may invoice for the entire incentive funding amount upon completion of the incentive project by submitting an invoice and appropriate documentation of expenses.
3. The Municipality shall not use grant funds for expenses, or a portion of expenses, which have been or will be reimbursed by other parties, or for expenses that do not meet the eligibility criteria outlined in the SCORE grant application.
4. The County's obligation under this Agreement is subject to the availability and provision of funding from the State of Minnesota. The County may immediately cancel this Agreement or reduce the reimbursement to the Municipality to the extent funds received from the State are reduced or eliminated. The County is acting as fiscal agent for the Municipality and in no event shall be obligated to reimburse the Municipality in an amount in excess of that actually received from the State.
5. The County may deny reimbursement to the Municipality, or seek recovery of payments disbursed to the Municipality, if the Municipality is unable to verify that recycling collection service is provided at each place of residence, including multi-unit dwellings and manufactured home parks. The amount that the County may deny or seek recovery of, is that portion of the grant amount equivalent to the proportion of households not provided recycling collection service.

d. Program and Performance Reports

1. The Municipality shall submit a year-end report to the County through ReTRAC, the County's recycling and solid waste data management tool, by February 13, 2023. The report is to include information on recycling at all residential units, including multi-unit dwellings and manufactured home parks, even if the Municipality does not provide collection services to those units. The Municipality is responsible for providing complete and accurate information for all applicable screens in the ReTRAC database.
2. The Municipality shall submit a midyear status report through ReTRAC by July 1, 2022.

e. Financial Reports

1. The Municipality shall submit, if requested by the County in its sole discretion, an audited financial report that shows how funds received from the County pursuant to this Agreement were disbursed.
2. Financial reports shall be in a form to be determined by the County, in its sole discretion.
3. If the municipality has a Joint Powers Agreement for Recycling Funding, the Municipality shall submit a letter which certifies that SCORE funds have been used pursuant to the Joint Powers Agreement and this Agreement.

2. TERM

The term of this Agreement shall be from January 1, 2022 through December 31, 2022.

3. CANCELLATION

Either party may cancel this Agreement at any time upon thirty (30) days written notice to the other party. In the event of termination, the Municipality shall be entitled to reimbursement for those eligible expenses incurred up to the termination date, provided the expenses have been incurred according to the budget shown in Attachment A and the Municipality is not otherwise in default of any terms and conditions in this Agreement.

4. DEFAULT

Any of the following shall constitute default on the part of the Municipality:

- a. The failure of the Municipality to use funds in a manner consistent with this Agreement and Attachment A.
- b. The failure of the Municipality or its (sub)contractor(s) to use their best efforts to ensure the maximum collection and marketing of recyclable materials from all residential units.
- c. The failure of the Municipality to provide information satisfactory to the County as required in this Agreement, including information for the report required under Section 1(d).
- d. The failure of the Municipality to meet any terms and conditions of this Agreement.

5. GENERAL CONDITIONS

- a. All services and duties performed by the Municipality pursuant to this Agreement shall be performed to the satisfaction of the County and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations as a condition of payment. The Municipality agrees that it will comply with all federal, State and local statutes and ordinances relating to nondiscrimination.
- b. The Municipality is an independent contractor and shall not be the employee of the County for any purpose. The County shall not be responsible for the payment of any taxes, either federal or State, on behalf of the Municipality, nor shall the County be responsible for any fringe benefits. No Civil Service or other rights of employment will be acquired by virtue of the Municipality's services.
- c. The Municipality and County each agree to defend, hold harmless and indemnify the other party, its officials, agents, and employees from any liability, loss or damage it may suffer as a result of demands, claims, judgments or costs arising out of or caused by reason of the indemnifying party's performance of its respective obligations under the provisions of this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law.
- d. Under no circumstances, however, shall either party be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The statutory limits of liability for some or all of the parties may not be added together or stacked to increase the maximum amount of liability for any party.
- e. All data collected, created, received, maintained or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable State statute, any State rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.
- f. All books, records, documents and accounting procedures and practices of the Municipality and its (sub)contractor(s), if any, relative to this Agreement are subject to examination by the County and the State Auditor, as appropriate, in accordance with the provisions of Minnesota Statutes §16C.05, Subd. 5.
- g. The Municipality shall make all reasonable efforts to ensure that their employees, officials and subcontractors do not engage in violence while performing under this agreement. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect or misuse of power and authority, where the impact is to cause pain, fear or injury.
- h. The Municipality will be required to pay any subcontractor within ten days of receipt of payment from the County for undisputed services provided by the subcontractor. The Municipality will be required to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly

interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. SCORE funds may not be used towards interest penalty payments. For an unpaid balance of less than \$100.00, the Municipality shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Municipality must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

- i. All equipment purchased using funds provided in this Agreement shall remain the property of the Municipality.
- j. Any amendments to this Agreement shall be in writing and signed by both parties.

6. WASTE REDUCTION

The Municipality shall comply with Minnesota Statutes §115A.151 regarding recycling in local government facilities. The Municipality and its (sub)contractor(s) shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this Agreement shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

7. PUBLIC ENTITIES MANAGEMENT OF WASTE

The Municipality shall comply with Minnesota Statutes §115A.46 and §115A.471 when arranging for the management of mixed municipal solid waste and assure delivery of such waste to a waste processing facility for resource recovery.

8. Recycling Markets Support Fund

Ramsey County will reserve for the Municipality a portion of the Ramsey County Recycling Markets Support Fund (RMSF). This portion will be equal to the proportion of the county's population residing in the municipality, according to the most recent population estimates posted by the Metropolitan Council, multiplied by the total amount of the RMSF. To gain access to these funds, the Municipality must first apply to Ramsey County, in accordance with the guidelines in place at the time for distribution of the RMSF. The Municipality will be allowed to seek reimbursement for incurred expenses, in accordance with its application as approved by Ramsey County. Ramsey County shall reimburse the Municipality for adequately documented requests consistent with such an approved application and the RMSF guidelines. The Municipality must provide evidence, upon request, that no RMSF monies were used to transport materials to a landfill and/or landfill recyclable materials. Ramsey County reserves the right at any time to amend the total amount of the RMSF, to amend the guidelines for distribution of the RMSF or to eliminate the RMSF.

RAMSEY COUNTY

CITY OF MAPLEWOOD

Ryan O'Connor, County Manager

By _____
Title: _____

Date: _____

Date: _____

Approval Recommended:

Approved as to Form:

Sara Hollie, Public Health Director

By _____
Municipality Attorney

Approved as to form and insurance:

By _____
Clerk-Treasurer

Assistant County Attorney

Exhibit 1

Maplewood 2022 Recycling Performance Work Plan

Minimum Requirements

1. Complete all 2022 SCORE requirements, including reporting on time and submitting a mid-year status report.
2. Provide outreach to all residents about the municipality's recycling program and submit copies of materials to Ramsey County.
3. Use Ramsey County materials and information when and where appropriate to promote increased recycling, reuse and repair (e.g., Fix-it Clinics), medicine collection, household hazardous waste, organic waste and yard waste participation.
 - a. Send materials to Ramsey County for review prior to distribution.
 - b. Include county contact information on materials:
 - i. 24/7 Recycling & Disposal Hotline: 651-633-EASY (3279)
 - ii. RamseyRecycles.com
 - c. Provide links to the Ramsey County web pages on municipality website.
4. Use hauler data to identify those not recycling and target educational materials.
5. Ensure all multi-unit properties are meeting State law requirements to recycle and are receiving free Ramsey County resources.
6. Increase opportunities for recycling in public spaces.
 - a. All recycling bins must be paired with a trash bin and in good condition.
 - b. Labels must be readable.
 - c. Promote Ramsey County's event container lending program and green event planning tips.
7. Implement a "Green" purchasing procurement policy for city functions and facilities to use reusable, recyclable or compostable packaging.
8. Ensure the collection of textiles for recycling is available to residents through curbside collection and to multi-unit dwellings through special collection or drop-off.
9. Enforce recycling contracts, including the assessment of penalties for non-compliance.
 - a. Audit reporting by obtaining hauler weight tickets.
 - b. Have labels replaced if not readable.
10. Attend County Recycling Coordinator meetings and attend a yearly composition study.

Additional Incentive Activities Approved:

1. Promote BizRecycling. Actively work with and promote BizRecycling to businesses and institutions in collaboration with Ramsey/Washington Recycling & Energy for organics recycling and food waste reduction programs.
2. Promote Multi-unit Recycling Improvements. Actively work with and promote free resources and grants to multi-unit building in collaboration with Ramsey/Washington Recycling & Energy to improve and/or start recycling at multi-unit dwellings.