

**JOINT POWERS AGREEMENT AMENDMENT
BETWEEN CITY OF SOUTH SAINT PAUL, CITY OF WEST ST. PAUL AND
DAKOTA COUNTY FOR LAW ENFORCEMENT AND
COMMUNITY SERVICES COORDINATED RESPONSE PILOT**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of South St. Paul, by and through its City Council and Police Department (Law Enforcement), 125 3rd Ave. N., South Saint Paul, MN 55075; the City of West St. Paul, by and through its City Council and Police Department (Law Enforcement), 1616 Humboldt Ave., West St. Paul, MN 55118 (hereinafter collectively known as "Cities"); and Dakota County, by and through its Community Services Department (DCCS), 1 Mendota Rd. W., West St. Paul, MN 55118 (hereinafter "County").

WHEREAS, pursuant to the provisions of Minn. Stat. § 471.59, Cities and County are authorized to enter into an agreement to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for or with another governmental unit; and

WHEREAS, mental health crisis response is required to be provided by Cities and County in accordance with applicable federal, and state, laws, statutes, rules and regulations; and

WHEREAS, Cities desire to receive services from County, to assist people who need such services on a prompt basis to protect their health, safety, and welfare.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed, by and between the parties as follows:

1. PURPOSE.

The purpose of the Pilot is to explore and implement a more coordinated response by the parties to address increased law enforcement involvement where there may be an underlying need for coordination of services and programs offered by County. The implementation will take place utilizing a Mental Health Coordinator (Coordinator) position. Throughout the Pilot, the parties will continue to develop and evaluate effective and timely service models. The goal of the Pilot is to assist Law Enforcement to transition to a permanent service model(s) that will be memorialized between the parties in a future agreement.

2. TERM.

This Joint Powers Agreement will become effective on the date that the Agreement has been executed by Cities and County, through 12:00 A.M. on June 30, 2022 and unless terminated earlier in writing. This Agreement may be terminated with or without cause by either Cities or County upon ninety (90) days' written notice to the other party to this Agreement.

Notwithstanding the above, Cities may immediately terminate this Agreement at any time if the health, safety, or welfare of any person receiving services or entitled to receive services under this Agreement is at risk because of the actions or inaction of County.

3. AUTHORIZED REPRESENTATIVE.

The named persons, in the positions stated below, or their successors in title, are designated the Authorized Representatives of the parties for purposes of this Agreement. Notifications required to be provided by the terms of this Agreement and invoices, if any, to be submitted and payments made shall be provided to the following named persons unless otherwise stated in this Agreement:

TO COUNTY:

Emily Schug
Deputy Director Social Services
Email: Emily.Schug@co.dakota.mn.us
(651) 554-6316

TO CITIES:

William Messerich, Chief of Police
South St. Paul Police Department
bmesserich@southstpaul.org
(651) 554-3302

Brian Sturgeon, Chief of Police
West St. Paul Police Department
BSturgeon@wspmn.gov
(651) 552-4202

4. COUNTY’S RESPONSIBILITIES.

County will:

- A. Provide and supervise the Coordinator, as staffing availability allows, which may include individual(s) licensed as a Mental Health Professional (Minn. Stat. § 245.462, subd. 18), Social Worker, or Coordinator.

The Coordinator will:

1. Provide over-all Pilot administration, coordination and assessment;
2. Educate law enforcement on mental health crisis and emergency services offered by Dakota County Social Services (DCSS), including the roles and responsibilities of the 24 hour, seven days a week, Crisis Response Unit (CRU) and on-going mental health services and programs;
3. Educate Law Enforcement on other services and programs offered by County that could benefit individuals/households who come into contact with Law Enforcement;
4. Respond, when available and assistance is requested, with law enforcement to a mental health crisis or emergency, consistent with roles and responsibilities defined in Minn. Stat §§ 256B.0624 and 256B.0944, and in coordination with the DCSS’s 24 hours, seven days a week, CRU.
5. Work with Law Enforcement (as directed by the assigned DCSS case manager

and/or CRU staff) in providing a timely follow-up contact with the individual/household after a crisis/emergency mental health call or crisis intervention to educate on resources offered by DCSS in accordance with Minn. Stat. §§ 256B.0624 and 256B.0944;

6. Assist Law Enforcement in outreach to determine if the individual/household is interested in voluntarily working with DCSS mental health professionals and Law Enforcement in developing a mental health crisis response plan accessible through the CRU 24/7 in an emergency as permitted by Minn. Stat. § 13.46, subd. 2(a)(10);
7. Work with Law Enforcement in providing a timely follow-up contact with the individual/household to determine if the individual/household is interested in and/or eligible for other services and programs offered through County or other community-based organizations, including networking outreach to potential community resources and service providers;
8. Create procedures to guide work for the duration of the Pilot;
9. Coordinate the Pilot evaluation pursuant to Section VIII;
10. Coordinate with Pilot projects in other jurisdictions; and
11. Continue problem solving with Law Enforcement and other stakeholders to identify proposed solutions with the goal of creating a permanent service model that may be replicated in other jurisdictions.

B. In support of the pilot, County will:

1. Provide necessary resources to support the Coordinator with equipment and training to facilitate Pilot activities;
2. Supervise the Coordinator;
3. Facilitate connection and “warm handoffs” to the various services and programs within County and to community resources and service providers; and
4. Maintain a database of evaluation data and report summary data to all partners.

C. County shall participate in meetings between Cities and County staff members to review the services provided pursuant to the Agreement.

5. CITIES' RESPONSIBILITIES.

Cities will:

A. Identify and dedicate resources to:

1. Work with the Coordinator for Pilot administration, coordination and assessment;
 2. Coordinate education of officers and other Law Enforcement staff about the Pilot and DCCS programs and services including the role and responsibilities of the CRU;
 3. Educate and train the Coordinator and any other participating DCCS staff on Law Enforcement's response to crisis and emergency service calls, including the role and responsibilities of Law Enforcement.
 4. Identify individuals/households to the Coordinator who may benefit from the Pilot;
 5. Work with the Coordinator, the CRU and DCSS mental health professionals to provide timely follow-up with the individual/household as provided in Section 4;
 6. Work with the Coordinator, the CRU and DCSS mental health professionals to develop the crisis response plan as provided in Section 4;
 7. Work with the Coordinator to create procedures to guide work for the duration of the Pilot;
 8. Work with the Coordinator in the Pilot evaluation pursuant to Section 8; and
 9. Continue problem solving with the Coordinator and other stakeholders to identify proposed solutions with the goal of creating a permanent service model that may be replicated in other jurisdictions.
- B. Provide Coordinator with a work space, equipment and necessary internet and other connections.

6. JOINT RESPONSIBILITIES.

The Parties will jointly:

- A. Meet regularly during the term of the Pilot to review and evaluate performance objectives and provide guidance to staff.
- B. Facilitate relationship-building with community agencies, treatment providers, Community Corrections, hospitals and community-based service providers to enhance understanding and reduce barriers to providing services to individuals with complex service needs.
- C. Attend and/or organize relevant trainings conducted by DCCS or other agencies.
- D. Commit to training on policy and procedures for the Pilot and for use of the CRU.

- E. Attend joint Co-Response project meetings convened to discuss countywide Co-Response trainings and programs as well as attend any countywide trainings or programs.

7. OVERSIGHT AND IMPLEMENTATION.

Steering Committee. The Pilot will be overseen by a Steering Team comprised of the DCSS Director or Deputy Director, and chief of police from the cities of South St. Paul and West St. Paul. One additional member from the Cities and County shall be designated by each jurisdiction to participate in the Steering Committee, others may be invited to attend meetings and assist with collaborative planning, implementation, and evaluation activities. The role of the Steering Committee is to provide strategic vision, structure and oversight of the Pilot. The responsibilities of the Steering Committee include:

- A. To provide strategic oversight for the Pilot, including defining scope, priority, desired results and key deliverables;
- B. To serve as “champions” for the Pilot, garnering support, removing obstacles, and resolving escalated issues;
- C. To obtain and allocate resources to support the design, implementation and evaluation of the Pilot throughout its duration;
- D. To provide feedback and decisions in response to recommendations from the system stakeholders;
- F. To monitor and evaluate Pilot progress;
- G. To designate key subject matter experts, as needed, to support specific components of the Pilot planning, design or operations;
- H. To designate staff to oversee and manage day-to-day activities and implement the strategic operations of the Pilot; and
- I. To ensure strategic alignment and support Pilot success.

8. EVALUATION.

The Pilot will be evaluated according to an evaluation design, led by the Dakota County Office of Performance and Analysis, that is collaboratively developed by the parties. DCCS will have the lead role in collecting and analyzing data and will present summary data to the parties, along with a summary of Pilot activities due no less than on the last day of the month following the end of the 2021 full year term with quarterly reports preferred.

All Pilot evaluation data will be reported as summary data.

9. INDEPENDENT CONTRACTOR.

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting either County as the employee of the Cities for any purpose or in any manner whatsoever. County is an independent contractor and neither it nor its employees, agents, or representatives are employees of the Cities.

10. LIABILITY AND INDEMNIFICATION.

- A. County and Cities agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement..
- B. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1 a, provided further that for purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. Each party also specifically intends that the single tort cap limits specified for cooperative agreements under Minn. Stat. § 471.59, subd. 1 a, or as such statute may be amended or modified from time to time, shall apply to this Agreement and to the activities of the parties hereunder. The statutory limits for the parties may not be added together or stacked to increase the maximum amount of liability for either party.
- C. Each party to this agreement shall be liable for the acts of their own officers, employees, and/or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, and/or agents. It is understood and agreed the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Each party warrants they can comply with the indemnity requirements through an insurance or self-insurance program and each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

11. NON-ASSIGNABILITY.

County shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of Cities.

12. EQUAL EMPLOYMENT OPPORTUNITY.

County agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or when validly requested by

Cities, County shall furnish a written affirmative action plan.

13. WORKPLACE VIOLENCE PREVENTION.

County shall make all reasonable efforts to ensure its employees, officials and subcontractors do not engage in violence while performing under this Agreement Violence, as defined by the Dakota County Policy 5517 Violence Prevention in the Workplace.

14. DATA PRACTICES.

A. Data Privacy and Security. The parties will comply with all applicable data practices laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13 and the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. The parties are mindful that when exchanging private data only the minimum necessary will be provided. The exchange, use and protection of private data must be in compliance with the signed Dakota County Informed Consent to Release Private Data.

All data created, collected, received, stored, used, maintained, or disseminated by the parties in the performance of their roles and responsibilities are subject to the requirements of the MGDPA, the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. This paragraph is required by the MGDPA and includes the remedies set forth in Minn. Stat. § 13.08.

B. Health Information and Chemical Dependency Data. If applicable, the parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and any other applicable state or federal law. This includes health data laws, including the Minnesota Health Records Act, Minn. Stat. §§ 144.291-.298, and 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.

C. Records. Each party is responsible for maintaining, securing, and managing its own records. The records will be maintained in accordance with each party’s applicable record retention schedule. The parties will work cooperatively to ensure any reporting requirements under this agreement are fulfilled.

D. Obtaining and Sharing Information. All necessary Tennessee Warning notices, consents, releases, and authorizations shall be obtained prior to the collection, release, exchange, or discussion of not public data, as that term is defined in Minn. Stat. § 13.02, subd. 8a, unless such data collection, release, exchange, or discussion is otherwise permitted by law or court order.

E. Data Storage. As part of the roles and responsibilities of the Coordinator, data related to DCCS functions as defined by statute will be documented in the Social Services Information System (SSIS). DCCS data collected for the Pilot evaluation will be recorded in password protected database or spreadsheet within the DCCS network. Law enforcement will not be given access to SSIS.

The terms of this Section shall survive the termination or expiration of the agreement and/or Pilot.

15. COMPLIANCE WITH APPLICABLE LAW.

County and Cities agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to its performance of the provisions of this Agreement. It shall be the obligation of County and the Cities to apply for, pay for, and obtain all permits and/or licenses required by any governmental agency for Cities or County’s participation in this program.

16. AUDIT.

Under Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the parties are subject to examination by Cities or County or designees, the State Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

17. AMENDMENTS.

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

18. INTERPRETATION OF AGREEMENT; VENUE.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Dakota County, Minnesota.

19. ENTIRE AGREEMENT.

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date written below.

CITY OF SOUTH ST. PAUL

COUNTY OF DAKOTA

By: _____
James Francis, Chair
South St. Paul City Council
Dated: _____

DocuSigned by:
By: Mary Liz Holberg
0EB969183AD943D
Mary Liz Holberg, Chair
Dakota County Board of Commissioners
Dated: 12/29/2021 | 10:17 AM CST

DocuSigned by:

Jennifer Reynolds

66D04B29B32B40C...

Jennifer Reynolds
Sr. Administrative Coordinator to the Board
Dated: 12/28/2021 | 3:44 PM CST

Joel Hanson
City Administrator
Dated: _____

Approved as to form and insurance:

Approved as to form:

Kori Land, City Attorney/Date

/s/G Paul Beaumaster 12/22/2021
Assistant County Attorney/Date
KS-20-110-0005
Board Resolution No. 20-449
Contract No. C0033263.1

CITY OF WEST ST. PAUL

By: _____
David J. Napier, Mayor
West St. Paul City Council
Dated: _____

Nate Burkett
City Manager
Dated: _____

Approved as to form and insurance:

Kori Land, City Attorney/Date