

FIRST AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN RAMSEY COUNTY AND CITY OF MAPLEWOOD

This First Amendment to Joint Powers Agreement (“First Amendment”) is made and entered by and between RAMSEY COUNTY, a political subdivision of the State of Minnesota, through its Ramsey County Crisis Unit, 402 University Avenue East, Saint Paul, Minnesota 55130 (hereinafter “County”), and the City of Maplewood, a municipal corporation under the laws of the State of Minnesota, through its Public Safety Department, 1830 County Road B East, Maplewood, Minnesota 55109 (hereinafter “City”).

WHEREAS, County and City entered into a Joint Powers Agreement with an Effective Date of February 3, 2021 (the “Agreement”) to provide for placing a County mental health worker with City’s police department and the sharing of data related thereto by the Parties; and

WHEREAS, County and City wish to modify the Agreement in accordance with this First Amendment.

NOW, THEREFORE, County and City enter into this First Amendment to specify the modified terms and conditions of the Agreement.

In this First Amendment, deleted terms will be struck out and added terms will be underlined and bolded, except where described otherwise.

Section 1 of the Agreement is amended as follows:

1. CITY RESPONSIBILITIES

- 1.1. Share pertinent information that may support individual and community health and wellness (e.g. intervention outcomes, number of repeated 911 calls);
- 1.2. Allow RCC research analyst or data collecting equivalent access to necessary records to collect necessary data related to evaluating program effectiveness (e.g. numbers served, demographics, numbers referred to the County for Mental Health Targeted Case Management); ~~and~~
- 1.3. make information needed for program evaluation; **and**
- 1.4. **As provided in Section 7 of this Agreement, City will be responsible for reimbursing the County for the services of one (1) full-time mental health worker from RCC placed into MPSD for the duration of this Agreement.**

Section 7 of the Agreement is amended as follows:

7. COST

~~County and City each agree to bear their own costs incurred for the exchange of data under this Agreement, and that no payment is required by either County for City to the other Party.~~

- 7.1. That in consideration for County's performance of this Agreement, City agrees to reimburse County for the services of one (1) full-time mental health worker from RCC placed into MPSD for the duration of this Agreement. A full-time worker is typically scheduled for forty (40) hours of work per week.**
- 7.2. The annual amount responsible by City will not exceed the worker's annual salary and benefits (including but not limited to employee health insurance). The annual costs of the worker's salary and benefits may increase each year, but will not exceed \$125,000.00 in any given year.**
- 7.3. County will submit an invoice to City within fifteen (15) days of a quarter end for RCC mental health worker's salary and benefits. City will make the payment to County within thirty-five (35) calendar days after the date of receipt of the invoice and verification of the charges. The Parties may amend the costs and payments provision of this Agreement, pursuant to Section 10, to include a payment schedule that memorializes, including but not limited to, employee salary rates and benefits, invoicing and payment procedures.**

Payments to the County can be mailed to:

**Accounts Receivable
Ramsey County Health and Wellness Administrative Division
Suite 9200
160 East Kellogg Boulevard
St. Paul, MN 55101**

- 7.4. For all other costs incurred for the operation of this Program (including exchange of data under this Agreement), County and City each agree to bear their own such expenses and that no payment is required by either County or City to the other Party.**
- 7.5. The Parties may submit questions regarding the compensation process to the following:**

**RAMSEY COUNTY:
Crisis and Stabilization Manager**

402 University Avenue
St. Paul, MN 551103

CITY OF MAPLEWOOD:
Finance Director
1830 County Road B East
Maplewood, MN 55109

Section 11 of the Agreement is amended as follows:

11. TERM OF AGREEMENT

This Agreement is in effect when fully executed by both parties, and shall remain in effect ~~until terminated by either party~~ **for five (5) years from the Effective Date of First Amendment, subject to the right of either Party to terminate as set forth in Section 12.**

Except as modified in this First Amendment, the terms of the Agreement, and the BAA, and QSOA attached thereto shall remain in full force and effect.

WHEREFORE, this First Amendment is duly executed (the "Effective Date") on the last date written below.

[Rest of the page intentionally left blank, with signature page following]

RAMSEY COUNTY

Trista MatasCastillo, Chair
Ramsey County Board of Commissioners
Date: _____

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approved as to form and insurance:

Woo-Bockman,
SoYeon Digitally signed by Woo-Bockman, SoYeon
Date: 2022.03.24 09:47:44 -0500

Assistant County Attorney
Date: _____

CITY OF MAPLEWOOD

DocuSigned by:
Marylee Abrams

05E4BC9FB1D8415...
Marylee Abrams, Mayor
Date: 2/16/2022 I 3:43 PM CST

DocuSigned by:
Melinda Coleman

EABB780834804FE...
Melinda Coleman, City Manager
Date: 2/16/2022 I 12:04 PM PST

Approved as to form and insurance:

DocuSigned by:
Ron Batty

D81F5E81BAD84EC...
City Attorney
Date: 2/16/2022 I 1:39 PM CST

Signature Request Form

Directions:

- Check the boxes below to indicate required signatures and action (notarize or seal)
- Upload document requiring signatures

Name of Agreement/Contract/Document * Amendment to JPA with Ramsey County to Add Social Worker to MHOT
*This name will be used to file the document in Laserfiche

Attach Document for Signatures * G5 Amendment to JPA with Ramsey County to Add Social Worker to MHOT.pdf 173.45KB

Pages where Intials/Signatures Req'd 3

Department/Division * Fire

Date Presented to Council	Agenda Report #	Recommended By
2/14/2022	G5	Michael Mondor

Signatures Req'd *

- Mayor
- City Manager
- City Clerk
- City Attorney
- Other

Other Required Actions

- Corporate Seal
- Notarize

External Signatures Required Yes

Special Instructions I will have to send to the county after execution as they will need to send it for board action for final execution.

Submitted By	Date
Michael Mondor	2/14/2022 03:05:47 PM

Certificate Of Completion

Envelope Id: C31BF94F6BAF4FE887ACF9B134BCE9DC	Status: Completed
Subject: Please DocuSign:Amendment to JPA with Ramsey County to Add Social Worker to MHOT	
Source Envelope:	
Document Pages: 4	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lois Knutson
Time Zone: (UTC-06:00) Central Time (US & Canada)	lois.knutson@maplewoodmn.gov
	IP Address: 199.249.109.79

Record Tracking

Status: Original 2/16/2022 1:30:37 PM	Holder: Lois Knutson lois.knutson@maplewoodmn.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Maplewood	Location: DocuSign

Signer Events

Marylee Abrams
marylee.abrams@maplewoodmn.gov
Mayor
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Marylee Abrams
05E4BC9FB1D8415...
Signature Adoption: Pre-selected Style
Using IP Address: 172.58.83.41

Timestamp

Sent: 2/16/2022 1:33:31 PM
Viewed: 2/16/2022 3:43:08 PM
Signed: 2/16/2022 3:43:27 PM

Electronic Record and Signature Disclosure:

Accepted: 2/16/2022 3:43:08 PM
ID: fe934d61-1020-412d-a512-ea1dd88b3013

Melinda Coleman
melinda.coleman@maplewoodmn.gov
City Manager
City of Maplewood
Security Level: Email, Account Authentication (None)

DocuSigned by:
Melinda Coleman
EABB780834604FE...
Signature Adoption: Pre-selected Style
Using IP Address: 76.17.153.117

Sent: 2/16/2022 1:33:31 PM
Viewed: 2/16/2022 2:04:30 PM
Signed: 2/16/2022 2:04:43 PM

Electronic Record and Signature Disclosure:

Accepted: 2/16/2022 2:04:30 PM
ID: 62f0b03f-cafd-41f7-b9cb-4836f1fe0761

Ron Batty
rbatty@kennedy-graven.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Ron Batty
D81F5E81BAD84EC...
Signature Adoption: Pre-selected Style
Using IP Address: 38.88.188.170

Sent: 2/16/2022 1:33:32 PM
Viewed: 2/16/2022 1:38:40 PM
Signed: 2/16/2022 1:39:10 PM

Electronic Record and Signature Disclosure:

Accepted: 2/16/2022 1:38:40 PM
ID: 0e6e534e-3b61-40eb-b252-2b53a8723e9b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
----------------------------------	---------------	------------------

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	2/16/2022 1:33:32 PM
Certified Delivered	Security Checked	2/16/2022 1:38:40 PM
Signing Complete	Security Checked	2/16/2022 1:39:10 PM
Completed	Security Checked	2/16/2022 3:43:27 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Maplewood (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Maplewood:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mychal.fowlds@maplewoodmn.gov

To advise City of Maplewood of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at mychal.fowlds@maplewoodmn.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from City of Maplewood

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to mychal.fowlds@maplewoodmn.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Maplewood

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to mychal.fowlds@maplewoodmn.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Maplewood as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Maplewood during the course of my relationship with you.