



METROPOLITAN EMERGENCY SERVICES BOARD EXECUTIVE COMMITTEE MEETING AGENDA

April 8, 2020, 10:00 a.m.

WebEx Meeting:

<https://metropolitanemergencyservicesboard.my.webex.com/metropolitanemergencyservicesboard.my/j.php?MTID=m04dc3fc24fd82361ff06e354967144b8>

Meeting Access Code: 627 662 273

Meeting Password: 58eD8P4Qh6e

1. **Call to Order** – Board Chair, Commissioner Trista Matascastillo
2. **Approval of Agenda** – Commissioner Matascastillo
3. **Approval of February 12, 2020 Executive Committee Minutes (page 3)**
4. **Radio Items** – Tracey Fredrick, Radio Services Coordinator
 - A. Approval of Appointment to SECB STR Workgroup **(page 7)**
 - B. Approval of Draft Metro Radio Standard 3.48.0 – COMU and Deletion of Metro Radio Standards 3.17.5, 3.17.6, and 3.17.7 **(page 9)**
 - C. Approval of Amendment to Hennepin County's ARMER Participation Plan **(page 21)**
5. **9-1-1 Items** – Pete Eggimann, Director of 9-1-1 Services
 - A. Approval of Pandemic Metro PSAP Consolidation Plan **(page 25)**
6. **EMS Items** – Ron Robinson, EMS Coordinator – None
7. **Administrative Items** – Jill Rohret, Executive Director
 - A. Amendment to the Joint Powers Agreement with Dakota County for Human Resources Services **(page 27)**
 - B. Discussion – MESB 2021 Budget **(page 43)**
 - i. Amount of Increase for Merit Salary Increases
8. **Old Business** – None
9. **New Business** – None
10. **Adjourn**



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Metropolitan Emergency Services Board Members

Anoka County

Commissioner Mike Gamache*
Commissioner Mandy Meisner

Carver County

Commissioner Gayle Degler
Commissioner Jim Ische*

Chisago County

Commissioner George McMahon*

City of Minneapolis

Council Member Andrew Johnson*

Dakota County

Commissioner Tom Egan* (2020 Vice Chair)
Commissioner Mary Liz Holberg

Hennepin County

Commissioner Irene Fernando* (2020 Secretary)
Commissioner Jeff Johnson

Isanti County

Commissioner Greg Anderson* (2020 Treasurer)

Ramsey County

Commissioner Trista MatasCastillo* (2020 Chair)
Commissioner Jim McDonough

Scott County

Commissioner Dave Beer
Commissioner Tom Wolf*

Sherburne County

Commissioner Felix Schmiesing*

Washington County

Commissioner Wayne Johnson
Commissioner Fran Miron*

*Denotes Executive Committee member

METROPOLITAN EMERGENCY SERVICES BOARD

EXECUTIVE COMMITTEE MEETING MINUTES

February 12, 2020

Commissioners:

Greg Anderson, Isanti County
Tom Egan, Dakota County
Irene Fernando, Hennepin County
Mike Gamache, Anoka County
Jim Ische, Carver County
Andrew Johnson, City of Minneapolis-**absent**

Trista Matascastillo, Ramsey County-**absent**
George McMahon, Chisago County-**by phone**
Fran Miron, Washington County-**absent**
Felix Schmiesing, Sherburne County
Tom Wolf, Scott County

Staff Present: Jill Rohret; Pete Eggimann; Tracey Fredrick; Kelli Jackson; and Martha Ziese.

Others Present: Jay Arneson, *MESB Board Counsel*.

1. Call to Order

The meeting was called to order at 10:00 a.m. by MESB Vice-Chair, Commissioner Egan.

2. Oath of Office

Commissioner Egan administered the oath of office to Commissioner Irene Fernando.

3. Approval of February 12, 2020 Agenda

Jill Rohret asked that two items be added to the February 12, 2020 agenda: 6A. Invitation to Serve on or Nominate Individual for the NG9-1-1 Interoperability Oversight Commission and 8C. Discussion of AMC legislative initiative.

Motion by Commissioner Ische, seconded by Commissioner Wolf to approve the amended February 2020 Executive Committee agenda. Motion carried.

4. Approval of October 9, 2019 Executive Committee Minutes

Motion by Commissioner Wolf, seconded by Commissioner Ische to approve the October 9, 2019 Executive Committee minutes. Motion carried.

5. Radio Items

A. Approval of Rice/Steele PSAP Use of METCOM

Tracey Fredrick said the Rice/Steele PSAP requests a variance to use the metro METCOM talkgroup for hailing and interoperability with neighboring metro region PSAPs, Dakota Communications Center (DCC) and Scott County Sheriff's Office. The DCC serves as Rice/Steele PSAP's back-up center. The Radio TOC recommends approval of this variance request. Fredrick noted that a similar request from Goodhue County in 2011 was denied.

Commissioner Egan was advised by the Dakota County Risk Management team to recommend approval of this request.

Commissioner Gamache asked for more detail on the motion to deny METCOM usage by Goodhue County.

Fredrick said that Goodhue County was not a back-up center for any other PSAP.

Rohret said that this is a PSAP to PSAP talk group, and there is a desire to keep the chatter to a minimum. Due to that, the Radio TOC denied the Goodhue County request to keep users to a smaller group.

METROPOLITAN EMERGENCY SERVICES BOARD

Motion made by Commissioner Ische, seconded by Commissioner Wolf to approve the Rice/Steele PSAP request to use METCOM. Motion carried.

B. Discussion: Amendments to Metro ARMER Standard 6.2.0 – User Fees

Rohret said that Metro Standard 6.2.0 was developed by the old Metropolitan Radio Board (MRB) to address funding requirements at that time. When the MESB was formed, it adopted all of the MRB standards and replaced all references to the MRB with the MESB. In 2007, the Legislature provided funding for all ARMER backbone expenses; due to this funding, the MESB stopped charging radio user fees in 2007. The question before the Executive Committee is whether the standard should be amended to create a generic standard or if the standard should be deleted because it is obsolete. The only scenario for charging user fees again would be the legislature where they no longer provided funding.

Commissioner McMahon asked if there would be any financial impact on the MESB to delete this standard.

Rohret said no, this standard which has not been in use since 2007 is outdated and the formulas are obsolete.

Commissioner McMahon said that it might be appropriate to come up with a user fee policy to protect ourselves in the future. A sub-committee could be formed to discuss this.

Commissioner Schmiesing said he was concerned that a new policy on user fees might raise an issue that does not need to be raised. Commissioner Ische agreed.

Commissioner Fernando said she would sum up this item as having several parts. The first being that there is a policy on the books that is not being followed. She is in favor of conveying that. Secondly, do we want to solve the potential future user fee question now? It might make more sense to come up with a set of protocols on how to respond should the situation arise when user fees are brought up again.

Commissioner Anderson asked if the formula was the real issue because it was an old outdated formula.

Rohret said that it would be difficult to come up with a formula for an unknown future fee/cost allocation. It is possible that the SECB could determine the exact fee, if needed, or it could pass an expense amount to the region to determine how the fee would be determined. She noted that the old formula was unpopular and difficult to administer; each year it was in place and charged, the MESB received a subsidy from the Statewide Radio Board to lower the amount charged. Rohret said that the MESB could delete this standard and could always develop a new standard in the future if one was needed.

Commissioner Egan said that this discussion will go before the full board. There seems to be two options for the Board. It could delete the standard or create a policy preemptively which could indicate to the legislature that the MESB currently charges a fee.

Commissioner Fernando said that perhaps coming up with a protocol should the user fee situation resurface. The MESB could write a position statement stating it is not in favor of charging user fees unless it is thought all the way through and this statement would stand to preserve and advocate for our responsibilities.

The consensus of the committee was to delete the standard but reserve the right to develop a new standard in the future if needed.

METROPOLITAN EMERGENCY SERVICES BOARD

C. Discussion: Metro Mobility Update

Fredrick said over the course of 2019, Metro Mobility made presentations to both the Radio TOC and the Board about improvements to its internal controls and systems to reduce its usage on the ARMER system.

Metro Mobility presented a plan of action to the Radio TOC in February 2019 and to the Board in March 2019. The agreement from the Radio TOC was to monitor the implementation process of the new system and analyze usage data from the time of implementation of improvements which was scheduled to begin during August 2019 and go through January 2020.

At the January Radio TOC, Metro Mobility indicated that about 50% of their installations are complete. Due to the fact that the improvement implementations have been delayed numerous times, at this date there are only a few weeks of data to review. The Radio TOC requested Metro Mobility to return at its March meeting for another presentation with additional data. Currently, Metro Mobility was scheduled to present at the March MESB meeting, though the MESB meeting will occur prior to the March Radio TOC meeting. Fredrick said she thinks it would be better for Metro Mobility to present at the May MESB meeting.

Commissioner Fernando asked for Fredrick to clarify if this issue was mostly about capacity or mostly about financial. Fredrick said both. Metro Transit does not pay rent or utilities but is one of the biggest users on the system. Fernando asked if the main stakeholders should be the ones to make the decision on the best course of action if usage remains high. Frederick said there is a sub-committee that has been meeting to discuss options in case Metro Mobility's usage does not reduce with this solution.

The consensus of the committee was for Metro Mobility to present at the May MESB meeting.

6. 9-1-1 Items

A. Invitation to Nominate Individual for the NG9-1-1 Interoperability Oversight Commission

Pete Eggimann said that NENA is constituting an NG9-1-1 Interoperability Oversight Commission to oversee and govern the establishment and implementation of interoperability and security between NG9-1-1 systems. There is a seat for someone "representing local or regional 9-1-1 authorities with responsibility for operating an NG9-1-1 network with a region smaller than a US state." Eggimann noted that there are not many regional 9-1-1 authorities and it would make sense for the Board to nominate someone for this position.

Rohret noted that submissions are due by February 24, so this item will not go before the Board prior to its submission. It will be on the March Board agenda for ratification.

Commissioner Fernando volunteered to be nominated for the commission.

Motion made by Commissioner Wolf, seconded by Commissioner Anderson to nominate Commissioner Fernando to serve on the NG9-1-1 Interoperability Oversight Commission. Motion carried.

Jay Arneson noted that a participant by phone cannot vote in a motion.

7. EMS Items – None

8. Administrative Items

A. Approval of Draft MESB Policy 033 – PERA Phased Retirement Option (PRO)

METROPOLITAN EMERGENCY SERVICES BOARD

Rohret said the MESB approved PRO participation at the November 2019 meeting. The Executive Director was to bring back a policy for the board to review regarding how the MESB would implement the option. The draft policy mirrors the Dakota County PRO policy.

Rohret said that the Executive Director, per employment agreement, has hiring authority; as such, the Executive Director has the ability to offer the PRO to staff. The MESB policy caps this option at one one-year, at the discretion of the Executive Director. The policy lists the benefits available to staff.

Motion made by Commissioner Schmiesing, seconded by Commissioner Wolf to recommend approval of draft MESB Policy 033 – Phased Retirement Option. Motion carried.

B. Approval of Executive Director Travel Requests

The Executive Director requested approval to travel to the 2020 APCO Annual Conference and the MTUG National Meeting in Orlando, August 2-7, 2020. The travel request is for \$2,259.00 and is included in the 2020 MESB operational budget.

Motion made by Commissioner Wolf, seconded by Commissioner Fernando to approve Executive director's travel to the August 2020 APCO/MTUG conferences. Motion carried.

C. Discussion of AMC Legislative Initiative Regarding the 9-1-1 Fee

Rohret said MESB staff and lobbyists met with Carli Stark of the Association of Minnesota Counties (AMC). Ms. Stark has been directed to pursue legislation during the 2020 session to keep the 9-1-1 fee at 95 cents. Currently, statute requires the 9-1-1 fee to be lowered once the ARMER bonds are paid off. The MESB has made a recommendation to AMC to have a plan for use of the funds, such as increasing the amount of money distributed to PSAPs, and/or providing some funds for 9-1-1-related GIS work by counties, which is an initiative supported by the Minnesota Counties IT Leadership Association (MNCITLA).

The consensus of the committee was that the MESB would support such an initiative.

9. Old Business

A. CLOSED MEETING for Attorney-Client Privileged Discussion re: Discrimination Claim

Motion made by Commissioner Wolf, seconded by Commissioner Schmiesing to close the meeting. Motion carried.

Motion made by Commissioner Wolf, seconded by Commissioner Gamache to open the meeting. Motion carried.

Commissioner Egan stated the committee received an update regarding a discrimination claim.

10. New Business – None

11. Adjournment

Motion made by Commissioner Wolf, seconded by Commissioner Fernando to adjourn the meeting. Motion carried.

Meeting adjourned at 11:45 a.m.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: April 8, 2020
Agenda Item: 4A. Approval of Radio Representative to
SECB Strategic Technology Reserve Workgroup
Presenter: Fredrick

RECOMMENDATION

The Radio Technical Operations Committee (TOC) recommends the Executive Committee recommend approval for Curt Meyer as primary member to the Statewide Emergency Communications Board (SECB) Strategic Technology Reserve (STR) workgroup for the remainder of the year.

BACKGROUND

According to MESB bylaws, the Radio TOC must make a recommendation to the Board on the primary and alternate members to the SECB STR Workgroup.

ISSUES & CONCERNS

In late 2019, the Radio TOC voted to appoint Ron Jansen from Dakota County and Mark VandenBerghe from Eden Prairie Fire Department as respective primary and alternate members to the SECB STR Workgroup for 2020.

Mr. Jansen requested a new appointment to the STR Workgroup be made, as he does not have this equipment locally at Dakota County, and there may be other entities with more experience with STR technologies.

The Radio TOC asked for a member of the TOC to become the primary member for the SECB STR Workgroup. Curt Meyer from Hennepin County volunteered to act as the primary member to this workgroup and the Radio TOC approved this action on March 25, 2020.

The Radio TOC requests these new appointments to be effective immediately, upon approval.

FINANCIAL IMPACT

None to the MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: April 8, 2020
Agenda Item: 4B. Approval of New Metro Radio
Standard 3.48.0 - COMU
Presenter: Fredrick

RECOMMENDATION

The Radio TOC recommends the Executive Committee recommend approval of new Metro Radio Standards 3.48.0 – Communications Unit (COMU) and the deletion of Metro Radio Standards 3.17.5 – INTD, 3.17.6 – RADO, and 3.17.7 – INCM.

BACKGROUND

The Metropolitan Emergency Services Board has established standards for operating the ARMER system in the Metro Region. These standards range from how utilities are billed to how to request changes on the system. Several standards were updated after the merger of the 9-1-1 and Radio Boards and the creation of the MESB but have not had language or content changes for over ten years.

The U.S. Department of Homeland Security's (DHS) Cybersecurity and Infrastructure Security Agency (CISA) Office of Emergency Communications (OEC) has several positions in its Incident Command System Structure (ICS) related to the communications unit. The State of Minnesota recognizes six of the COMU positions: Communications Unit Leader, Communications Technician, Incident Communication Center Manager, Incident Tactical Dispatcher, Radio Operator, and Amateur Emergency Communications Specialist.

ISSUES & CONCERNS

Metro Radio Standards are being reviewed for content and language changes.

Metro Radio Standards 3.17.5, 3.17.6 and 3.17.7 were created for three COMU positions prior to those positions receiving state recognition. During the review of the metro standards, it was realized that the state has recognized these positions and so the associated metro standards could be deleted and a new COMU standard could be developed. The Radio TOC concurred with this position at its February 2020 meeting.

If the Board approves Metro Radio Standard 3.48.0 – COMU, Metro Radio Standards 3.17.5, 3.17.6 and 3.17.7 will be deleted.

FINANCIAL IMPACT

None to the MESB.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

Metro Region ARMER Standards

Section 3 – Metro 3.48.0 Communications Unit (COMU)

Date Established

3-13-20

Date Revised/Reviewed

3-13-20

1. Purpose or Objective

The intent of this standard is to establish protocols and procedures to be used for initial recognition and renewal of the six recognized Communications Unit (COMU) positions and oversight of the COMU in Minnesota.

2. Background

- **Capabilities**

The COMU program for the State of Minnesota recognizes the following positions:

- Communications Unit Leader (COML)
- Communications Unit Technician (COMT)
- Incident Communication Center Manager (INCM)
- Incident Tactical Dispatcher (INTD)
- Radio Operator (RADO)
- Amateur Emergency Communications Specialist (AECS)

- **Constraints**

To become recognized or a renewal of recognition in a COMU position, the individual must follow the recognition procedures established in the State Operating Guidelines (SOGs).

3. Operational Context

The National Incident Management System (NIMS) is a standardized approach to incident management established in March 2004 by the U.S. Department of Homeland Security. Within NIMS, the Incident Command System (ICS) systematizes command, control, and coordination of emergency response. The COMU resides in the Logistics Section of the ICS.

The Statewide Emergency Communication Board (SECB) empowers its Interoperability Committee to manage Minnesota's COMU program. It authorizes the Interoperability Committee to adopt and maintain SOGs to guide Minnesota COMU, consistent with the Purpose Statement.

The Metro Communications Response Task Force (CRTF) team organizes and exercises pre-planned events for the Metro region and is responsible for initial deployment of COMU resources from the Metro region. The CRTF also conducts quarterly training for members.

4. Recommended Procedure

The procedures listed in the SOGs shall be followed in order to be initially recognized and in order to have recognition renewal in any of the six Minnesota-recognized COMU positions. Completed packets for initial recognition or renewal shall be sent to the MESB Radio Services Coordinator. All Metro-based COMU positions will be reviewed and approved by the Metro Radio Technical Operations Committee (RTOC) prior to review and approval by the State committees.

5. Management

For the Metro region, documentation for an initial recognition or renewal of a COMU position should be initiated with the Radio Services Coordinator.

The Statewide Interoperability Coordinator (SWIC) will manage the COMU recognition and renewal process in Minnesota.

DRAFT

METRO REGION

800 MHz Trunked Regional Public Safety Radio System

Standards, Protocols, Procedures

| | | |
|--------------------------|---|----------------------------|
| Document Section: | 3. Interoperability Guidelines | Radio TOC Recommendation |
| Sub-Section: | METRO 3.17.5 | Date: 03/22/17 |
| Procedure Title: | Criteria for Certification as an Incident Tactical Dispatcher (INTD) | |
| Date Established: | 05/10/2017 | MESB Approval - Signature: |
| Replaces Document Dated: | | 05/10/2017 |
| Date Revised: | | |

This standard has been deleted per MESB action on May 10, 2020.

1. Purpose or Objective

The intent of this standard is to establish protocols and procedures to be used for certification and re-certification of Incident Tactical Dispatcher (INTD) in Minnesota.

2. Background:

During all hazards emergency response operations, communications among multiple jurisdictions and disciplines, including emergency medical, fire, and law enforcement services, is essential. Unfortunately, the absence of on-scene communications coordination has often compromised critical operations. To close this capability gap, the Department of Homeland Security's (DHS) Office of Emergency Communications (OEC) in partnership with the Office for Interoperability and Compatibility (OIC), the Federal Emergency Management Agency (FEMA), National Integration Center (NIC), and practitioners from across the country developed performance and training standards for the all hazards Incident Dispatcher as well as formulated a curriculum and comprehensive All-Hazards TRG-IDT course.

An INTD is a specially trained individual qualified to operate away from the dispatch center in a command post, EOC, base camp, incident scene or as mutual aid to another dispatch center. INTD's leverage the multi-tasking, communication, accountability and documentation skills of successful telecommunicators to provide public safety communications expertise and support at planned events, exercises and extended incidents. INTD's may support the communication unit as a single resource or as part of an incident dispatch team or full COMU.

As representatives of the Minnesota public safety community complete INTD, the federal government has left it up to each state as to determine how the INTD will be certified. This standard will lay out the certification process for Minnesota. An INTD will by default meet all criteria to be considered a RADO for the purpose of the Communications Unit (COMU). No further training will be required.

However, to receive certification, the INTD must complete the RADO task book and follow State Standard 3.17.6 to be certified.

3. Recommended Procedure:

The following procedure shall be followed in order to be initially certified as an Incident Tactical Dispatcher and in order to be recertified:

Prerequisite Experience/Training:

- A public safety background with three years of experience in dispatch operations, or ICTAP RADO training and 1 year experience in dispatch operations.
- Completion of the ICTAP Communications Unit Awareness web-based course.
- Completion of IS-100.b, IS-144, IS-200.b, IS-700.a, and IS-800.b.
- ICS-300, Intermediate Incident Command System (ICS) for Expanding Incidents, is recommended.

Certification Process:

1. Attend and successfully complete a three-day DHS-OEC all-hazards INTD (TRG-IDT) training session taught by a DHS-OEC certified IDT instructor. Experienced Incident Dispatchers that can demonstrate successful completion of incident dispatcher (IDT) training from outside sources, shall be recognized and considered as having fulfilled this requirement.
2. Complete the INTD Task Book by demonstrating satisfactory performance of each of the tasks as witnessed by qualified evaluator(s) within three years of INTD training. It is acceptable to use an incident that occurred up to three years prior to the INTD training. (See attachment "A" Evaluation Form). Experienced Incident Dispatchers, previously trained before the formal DHS-OEC TRG-IDT was available can use tasks completed since recognized IDT training was completed.
3. Participate as an Incident Tactical Dispatcher in at least one NIMS Type III training drill, functional exercise, full scale exercise, incident or preplanned event. Provide a copy of one of the following: (1) Incident Action Plan; (2) Incident Communications Plan; or (3) After Action Report.
4. Obtain the "Final Evaluator's Verification" from one of the following: (1) A NIMS trained COML; (2) A Designated Agency Head; or (3) An Incident Commander. (See attachment "D" Verification / Certification of completed task book Form)
5. Obtain "Agency Certification" from the Designated Agency Head employing the candidate indicating that the candidate has met all qualifications for IDT certification. (See attachment "C" Agency Certification Form)
6. Submit the signed off Task Book, NIMS course certificates (a printout from the Homeland Security Emergency Management (HSEM) training repository will suffice) and copies of relevant IAPs, ICPs, and AARs to your Regional Interoperability Coordinator (RIC). For the Metropolitan Emergency Services Board (MESB) Region, the documents will be submitted to the Regional Radio Services Coordinator and be brought before the MESB Radio Technical Operations Committee (RTOC) for approval.

7. ~~The RIC or the Regional Radio Services Coordinator will review the qualification documents to make sure they meet the requirements set forth in this certification process. They will then go before the Regional Advisory Committee (RAC), Regional Radio Board (RRB), Emergency Services Board (ESB) or the MESB RTOC, presenting the INTD candidate's credentials to request a resolution that the COMT candidate be recommended to the Statewide Interoperability Program Manager for final review and certification. (See attachment "B," check-off template.)~~
8. ~~The Statewide Interoperability Program Manager will review the qualification documents, copy the Task Book and relevant documents for filing and sign off on the original Task Book and return it to the INTD. This will serve as State Certification of the INTD and will be good for three years. (Submitting these documents by mail is acceptable. If the documents are lost, a copy will be deemed the original and marked as such).~~

RECERTIFICATION

~~Submission of Attachment E, along with a dated ICS 205 or AAR will recertify the participant for three years from their previous certification date. If these items are not available, Attachment E, along with a letter signed by an active incident COML or the event or exercise planner indicating the candidate acted in the role of a INTD during an event will be sufficient for recertification.~~

~~Once the candidate has participated in an acceptable function and submits the necessary paperwork for recertification, their renewal month and date remains the same as their original certification date unless other arrangements have been made.~~

~~It is the candidate's responsibility to provide the appropriate paperwork to the Emergency Communication Networks' (ECN) Standards & Training Coordinator for recertification prior to their certification expiration date.~~

~~ECN's Standards & Training Coordinator may send out a reminder at least six months in advance notifying each candidate that they are coming up for recertification if no paperwork has been submitted for renewal within that three-year period.~~

4. Management

~~The Statewide Interoperability Program Manager will manage the INTD certification and recertification process in Minnesota.~~

1. ~~All certifications will be recorded and kept on file by the Emergency Communication Networks' (ECN) Standards & Training Coordinator. A list of certified INTDs with their certification expiration date will be maintained on the Statewide Emergency Communications Board (SECB) website under the ARMER tab.~~

METRO REGION

800 MHz Trunked Regional Public Safety Radio System

Standards, Protocols, Procedures

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| Document Section: | 3. Interoperability Guidelines | Radio TOC Recommendation |
| Sub-Section: | METRO 3.17.6 | Date: 03/22/17 |
| Procedure Title: | Criteria for Certification as a Radio Operator (RADO) | |
| Date Established: | 05/10/2017 | MESB Approval - Signature: |
| Replaces Document Dated: | | 05/10/2017 |
| Date Revised: | | |

This standard has been deleted per MESB action on May 10, 2020.

1. Purpose or Objective

The intent of this standard is to establish protocols and procedures to be used for certification and re-certification of the Radio Operator (RADO) in the Metro Region of Minnesota.

2. Background:

During all hazards emergency response operations, communications among multiple jurisdictions and disciplines, including emergency medical, fire, and law enforcement services, is essential. Unfortunately, the absence of on-scene communications coordination has often compromised critical operations. To close this capability gap, the Department of Homeland Security's (DHS) Office of Emergency Communications (OEC) in partnership with the Office for Interoperability and Compatibility (OIC), the Federal Emergency Management Agency (FEMA), National Integration Center (NIC), and practitioners from across the country developed performance and training standards for the all hazards Radio Operator (RADO) as well as formulated a curriculum and comprehensive All-Hazards TRG-RADO course.

The responsibilities of an All Hazard RADO includes support staffing for the Incident Communications Center, monitoring radio traffic and base station operations for emergency operations centers, hospitals, dispatch centers and non-governmental organizations supporting civil emergency response at the state, local or regional level. The RADO position, in contrast to the Incident Tactical Dispatcher, is designed for emergency response professionals and support personnel in all disciplines who have a basic understanding of the all hazard ICS communications unit. Experienced dispatch personnel should consider the more comprehensive RADO position.

As representatives of the Minnesota public safety community complete RADO, the federal government has left it up to each state as to determine how the RADO will be certified. This standard will lay out the certification process for Minnesota.

3. Recommended Procedure:

METRO 3.17.6 – Radio Operator (RADO) Certification

1

The following procedure shall be followed in order to be initially certified as a RADO, and in order to be recertified:

~~Prerequisite Experience/Training:~~

- ~~• Awareness of fundamental public safety communications technology~~
- ~~• Completion of the OEC Communications Unit Awareness web-based course~~
- ~~• Completion of IS 100.b, IS 200.b, IS 700.a, and IS 800.b~~

~~Certification Process:~~

- ~~1. Attend and successfully complete a two-day DHS-OEC all-hazards RADO (TRG-RADO) training session taught by a DHS-OEC certified RADO instructor. Personnel that can demonstrate successful completion of the DHS-OEC TRG-AUXCOMM course shall be considered as having fulfilled this requirement.~~
- ~~2. Complete the RADO Task Book by demonstrating satisfactory performance of each of the tasks as witnessed by qualified evaluator(s) within three years of RADO training. It is acceptable to use an incident that occurred up to three years prior to the RADO training. (See attachment "A" Evaluation Form).~~
- ~~3. Participate as a RADO in at least one NIMS Type III training drill, functional exercise, full scale exercise, incident or preplanned event. Provide a copy of one of the following: (1) Incident Action Plan; (2) Incident Communications Plan; or (3) After Action Report.~~
- ~~4. Obtain the "Final Evaluator's Verification" from one of the following: (1) A NIMS trained COML; (2) A Designated Agency Head; or (3) An Incident Commander. (See attachment "D" Verification / Certification of completed task book Form)~~
- ~~5. Obtain "Agency Certification" from the Designated Agency Head employing the candidate indicating that the candidate has met all qualifications for RADO certification. (See attachment "C" Agency Certification Form)~~
- ~~6. Submit the signed-off Task Book, NIMS course certificates (a printout from the Homeland Security Emergency Management (HSEM) training repository will suffice) and copies of relevant IAPs, ICPs, and AARs to your Regional Interoperability Coordinator (RIC). For the Metropolitan Emergency Services Board (MESB) Region, the documents will be submitted to the Regional Radio Services Coordinator and be brought before the MESB Radio Technical Operations Committee (RTOC) for approval.~~
- ~~7. The RIC or the Regional Radio Services Coordinator will review the qualification documents to make sure they meet the requirements set forth in this certification process. They will then go before the Regional Advisory Committee (RAC), Regional Radio Board (RRB), Emergency Services Board (ESB) or the MESB RTOC, presenting the RADO candidate's credentials to request a resolution that the COMT candidate be recommended to the Statewide Interoperability Program Manager for final review and certification. (See attachment "B," check-off template.)~~
- ~~8. The Statewide Interoperability Program Manager will review the qualification documents, copy the Task Book and relevant documents for filing and sign off on the original Task Book and return it to the RADO. This will serve as State Certification of the RADO and will be good for three years. (Submitting these documents by mail is acceptable. If the documents are lost, a copy will be deemed the original and marked as such).~~

RECERTIFICATION

Submission of Attachment E, along with a dated ICS 205 or AAR will recertify the participant for three years from their previous certification date. If these items are not available, Attachment E, along with a letter signed by an active incident COML or the event or exercise planner indicating the candidate acted in the role of a RADO during an event will be sufficient for recertification.

Once the candidate has participated in an acceptable function and submits the necessary paperwork for recertification, their renewal month and date remains the same as their original certification date unless other arrangements have been made.

It is the candidate's responsibility to provide the appropriate paperwork to the Emergency Communication Networks' (ECN) Standards & Training Coordinator for recertification prior to their certification expiration date.

ECN's Standards & Training Coordinator may send out a reminder at least six months in advance notifying each candidate that they are coming up for recertification if no paperwork has been submitted for renewal within that three-year period.

4. Management

The Statewide Interoperability Program Manager will manage the RADO certification and recertification process in Minnesota.

1. All certifications will be recorded and kept on file by the Emergency Communication Networks' (ECN) Standards & Training Coordinator. A list of certified RADO's with their certification expiration date will be maintained on the Statewide Emergency Communications Board (SECB) website under the ARMER tab.

Metro Region ARMER Standards

Section 3 – Metro 3.17.7 Criteria for Certification as an INCM

Date Established

5-10-17

Date Revised/Reviewed

5-10-17

This standard has been deleted per MESB action on May 10, 2020.

~~1. Purpose or Objective~~

~~The intent of this standard is to establish protocols and procedures to be used for certification and re-certification of the Incident Communication Center Manager (INCM) in Minnesota.~~

~~2. Background~~

~~During all-hazards emergency response operations, communications among multiple jurisdictions and disciplines, including emergency medical, fire and law enforcement services, is essential. Unfortunately, the absence of on scene communications coordination has often compromised critical operations. To close this capability gap, the Department of Homeland Security's (DHS) Office of Emergency Communications (OEC) in partnership with the Office for Interoperability and Compatibility (OIC), the Federal Emergency Management Agency (FEMA), the National Integration Center (NIC), and practitioners from across the country developed performance and training standards for the all-hazards Incident Dispatcher as well as formulated a curriculum and comprehensive All-Hazards TRG-INCM course.~~

~~For some incidents, the COML establishes an Incident Communications Center staffed with Incident Tactical Dispatchers and/or Radio Operators to provide communications support for operations. However, as the incident expands, it may become important for an Incident Communications Center Manager (INCM) to be assigned for coordination purposes and to avoid span of control issues. The All-Hazard Incident Communications Center Manager is then responsible for managing all functions in the Incident Communications Center, reporting to the COML.~~

~~As representatives of the Minnesota public safety community complete INCM, the federal government has left it up to each state as to determine how the INCM will be certified. This standard will lay out the certification process for Minnesota.~~

~~3. Recommended Procedure~~

~~The following procedure shall be followed in order to be initially certified as an Incident Communications Center Manager and in order to be recertified:~~

~~Prerequisite Experience/Training:~~

- ~~• State of Minnesota INCM Certification.~~
- ~~• ICS-300, Intermediate Incident Command System (ICS) for Expanding Incidents, is recommended.~~

Certification Process:

- Attend and successfully complete a three-day DHS-OEC ~~All Hazards~~ INCM (TRG-~~INCM~~) training session taught by a DHS-OEC certified INCM instructor.
- Complete the INCM Task Book by demonstrating satisfactory performance of each of the tasks as witnessed by ~~a~~ qualified evaluator(s) within three years of INCM training. It is acceptable to use an incident that occurred up to three years of INCM training. (See attachment "A" Evaluation Form). Experienced Incident Dispatchers, previously trained before the formal DHS-OEC TRG-INCM was available can use tasks completed since recognized IDT training was completed.
- Participate as an INCM in at least one NIMS Type III training drill, functional exercise, full scale exercise, incident or preplanned event. Provide a copy of one of the following: (1) Incident Action Plan; (2) Incident Communications Plan; or (3) After Action Report.
- Obtain the "Final Evaluator's Verification" from one of the following: (1) A NIMS trained COML; (2) A Designated Agency Head; or (3) An Incident Commander. (See attachment "D" Verification/Certification of completed task book form).
- Obtain "Agency Certification" from the Designated Agency Head employing the candidate indicating that the candidate has met all qualifications for IDT certification. (See attachment "C" Agency Certification Form).
- Submit the signed off Task Book, NIMS course certificates (a printout from the Homeland Security Emergency Management (SEM) training repository will suffice) and copies of relevant IAPs, ICPs, and AARs to your Regional Interoperability Coordinator (RIC). For the Metropolitan Emergency Services board (MESB) Region, the documents will be submitted to the Regional Radio Services Coordinator and be brought before the MESB Radio Technical Operations Committee (RTOC) for approval.
- The RIC or the Regional Radio Services Coordinator will review the qualification documents to make sure they meet the requirements set forth in this certification process. They will then go before the Regional Advisory Committee (RAC), Regional Radio Board (RRB), ~~Emergency~~ Services Board (ESB) or the MESB RTOC, presenting the INCM candidate's credentials to request a resolution that the ~~COMT INCM~~ candidate be recommended to the Statewide Interoperability Coordinator Program Manager (SWIC) for final review and certification. (See attachment "B", check-off template).
- The ~~SWIC Statewide Interoperability Program Manager~~ will review the qualification documents, copy the Task Book and relevant documents for filing and sign off on the original Task Book and return it to the INCM. This will serve as State Certification of the INCM and will be good for three years. (Submitting these documents by mail is acceptable. If the documents are lost, a copy will be deemed the original and marked as such).

RECERTIFICATION

Submission of Attachment E, along with a dated ICS ~~205~~ or AAR will recertify the participant for three years from their previous certification date. If these items are not available, Attachment E, along with a letter signed by an active incident COML or the event or exercise planner indicating the candidate acted in the role of an INCM during an event will be sufficient for recertification.

Once the candidate has participated in an acceptable function and submits the necessary paperwork for recertification, their renewal month and date remain the same as their original certification expiration date unless other arrangements have been made.

It is the candidate's responsibility to provide the appropriate paperwork to the Emergency Communication Networks' (ECN)'s Standards & Training Coordinator for recertification prior to their certification expiration date.

ECN's Standards & Training Coordinator may send out a reminder at least six months in advance notifying each candidate that they are coming up for recertification if no paperwork has been submitted for renewal within that three year period.

4. Management

The SWIC Statewide Interoperability Program Manager will manage the INCM certification and recertification process in Minnesota.

- All certifications will be recorded and kept on file by the Emergency Communication Network's (ECN's) Standards & Training Coordinator. A list of certified INCMs with their certification expiration date will be maintained on the Statewide Emergency Communications Board (SECB) website under the ARMER tab.



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date:

April 8, 2020

Agenda Item:

**4C. Approval of Amendment to
Hennepin County Participation Plan**

Presenter:

Fredrick

RECOMMENDATION

The Radio Technical Operations Committee recommends the Executive Committee recommend approval of the amendment to the Hennepin County ARMER participation plan.

BACKGROUND

Hennepin County has been an ARMER participant since the system's inception; the county was actively involved in the original procurement process for the system. The county has an approved full ARMER participation plan with the MESB and DPS-ECN.

ISSUES & CONCERNS

Hennepin County is requesting an amendment to its ARMER participation plan to add an Electronic Asset Management (EAM) system to its network. The EAM will allow administrators to track and manage various radio assets in the county. The EAM will also allow a connection to the ARMER provisioning manager database, so that any updates that are made will appear in real-time. The EAM can also be used by other entities, should any want to share the system in the future.

This request requires Statewide Emergency Communication Board approval as well. The LMR Committee has recommended approval by the SECB.

FINANCIAL IMPACT

None to MESB.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL

HENNEPIN COUNTY SHERIFF

February 19th, 2020

Metropolitan Emergency Services Board
2099 University Ave West
Saint Paul MN 55104

Ms. Frederick,

Hennepin County is requesting the use of ARMER resources. This request needs to be submitted to the Technical Operational Committee for review and approval.

The County is working with Motorola to implement an electronic asset management system (EAM). This EAM system is a cloud base system that will be used to track and manage the County's radio assets. Part of this EAM system includes a connection to the ARMER's provisioning manager database. This connection allows for the automatically updates of the EAM database as radios are added into the provisioning manager database.

As per previous discussions with MNDOT and the SMG group. The County will provide a Juniper SSG140 firewall at the Zone 2 MSO location to make this connection. This firewall will be controlled and administered by MNDOT. This firewall will be used to control and direct the one-way flow of traffic from the provisioning manager.

If other system owners are interested with this provisioning management EAM connection in the future, the County will gladly work with them to share this system resource.

Respectfully submitted,

King Wai Fung

King Fung
Senior Professional Engineer
Hennepin County Sheriff's Office
1245 Shenandoah Lane N
Plymouth MN 55447
612-596-1923

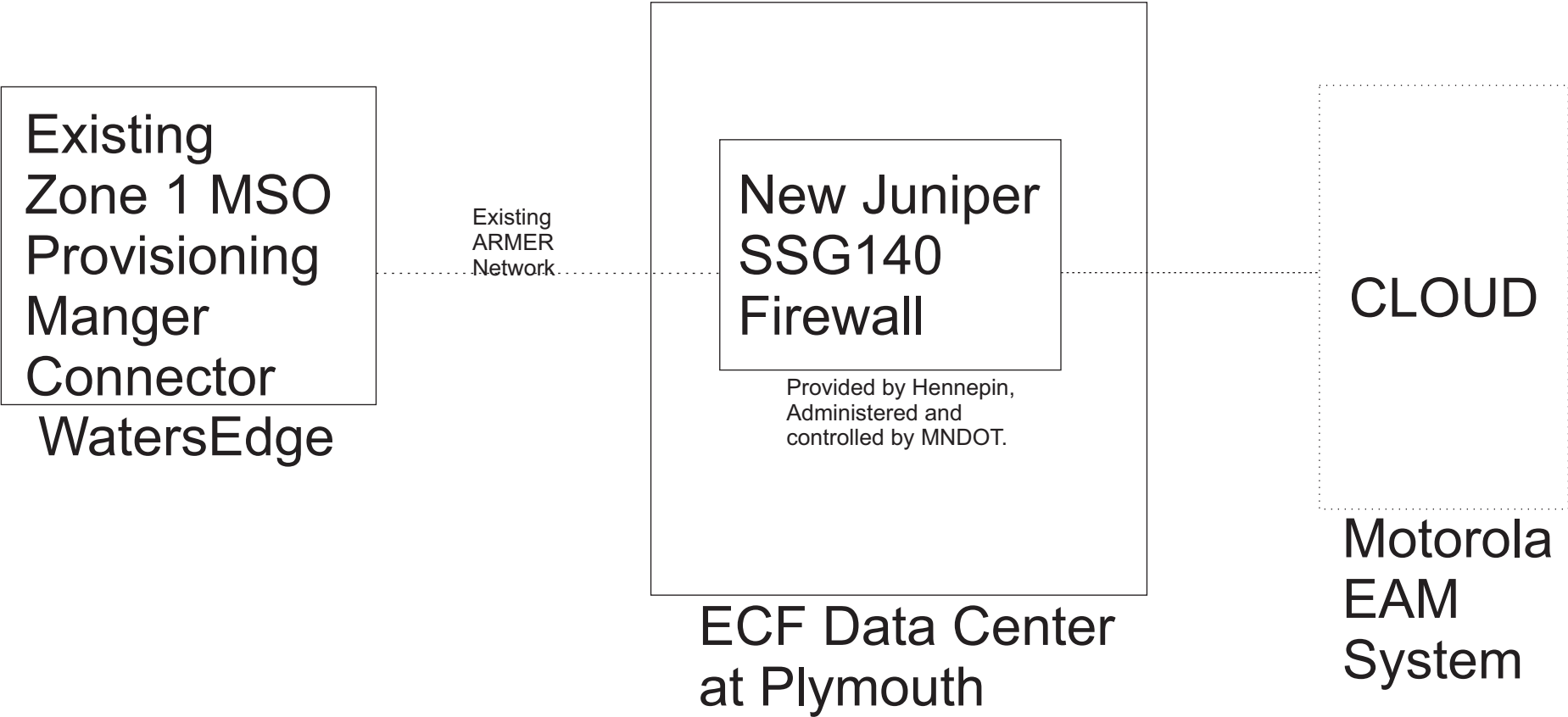
Hennepin County Sheriff's Office

350 South Fifth Street, Room 6, Minneapolis, MN 55415

612-348-3744 | hennepinsheriff.org



Equipment Asset Management System Connection to ARMER Provisioning Manager





METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: April 8, 2020
Agenda Item: 5A. Approval of Pandemic Metro PSAP Consolidation Plan (MPCP)
Presenter: Eggimann

RECOMMENDATION

The 9-1-1 Technical Operations Committee (TOC) recommends the Board approve the Pandemic Metro PSAP Consolidation Plan (MPCP) to ensure PSAP operations within the MESB region in the event a PSAP or PSAPs can no longer meet minimum staffing requirements due to the pandemic.

BACKGROUND

The current Metro Regional 9-1-1 System Plan does not include a continuity of operations section for PSAPs. Traditionally, continuity of operations plans are developed and maintained by each PSAP. However, the MESB and PSAPs have never experienced nor planned for PSAP staffing during a pandemic situation.

ISSUES & CONCERNS

The 9-1-1 TOC met in a special meeting on April 2, 2020 and adopted a Pandemic Metro PSAP Consolidation Plan (MPCP) plan. This plan was developed in response to the coronavirus pandemic and the possibility that the virus could spread through an entire center staff before any staff members become symptomatic. This could reduce the number of staff members capable of reporting for duty to a number below what is necessary to keep the PSAP operational.

The plan divides the metro area PSAP into an east group and a west group based on geography and average call volume. The west group of PSAPs would consolidate as necessary at the Hennepin Co. Sheriff's Office Communications Center (HCSCC) and the east group would consolidate at the Ramsey Co. Emergency Communications Center (RCECC). The consolidations would only take place if one or more of the primary PSAPs within the MESB service area could no longer meet their individual minimum staffing levels.

The plan involves programing the participating PSAP radio configurations into the RCECC and HCSCC consoles to permit continued radio operations for all responders. Planning is underway to identify how to provide CAD operational capabilities for all the PSAPs at each location as well. 9-1-1 call routing can be changed when needed. Planning is also underway to support forwarding an affected PSAP's primary administrative numbers to the RCECC and HCSCC. The goal is to replicate as many of the vital operational tools necessary for the participating PSAP operations as possible at the east and west sites. This plan will be incorporated into the metro area Consolidated 9-1-1 Plan on file with the state 9-1-1 program.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: April 8, 2020
Agenda Item: 5A. Approval of Pandemic Metro PSAP Consolidation Plan (MPCP)
Presenter: Eggimann

FINANCIAL IMPACT

PSAPs could request regional funding related to the implementation of this plan for costs that support or benefit all participating PSAPs that cannot be performed by existing PSAP staff or IT departments. For example, there could be telephone company expenses to re-provision trunk groups to the alternate PSAPs. At this time, an estimate is unknown, though staff believe it to be a manageable figure.

Consolidating multiple jurisdictions into two Metro sites will be a significant challenge as all PSAPs currently operate separate Computer Aided Dispatch (CAD) systems with very limited CAD-to-CAD sharing today. The need has been identified to purchase a metro region-wide web-based CAD system to be used if a consolidation of PSAPs does occur. This will allow the metro region to utilize a common CAD platform that is easily accessible for all users, to properly respond to this pandemic emergency or any other event that would require a joint response or consolidation of resources in the future.

At this time, three CAD vendors have been contacted to see if their solutions could be quickly implemented to meet the region's needs. Two vendors, Motorola Solutions and Central Squared, cannot meet the fast timeline for the region's needs. A third, Rapid Deploy, can meet the region's needs and has proposed a six-month contract for \$10,000.00. The MESB could fund this out of the Hennepin County Investment Fund.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: April 8, 2020
Agenda Item: 7A. Approval of Resolution Regarding
the Amendment to Joint Powers Agreement
with Dakota County for Human Resources Services
Presenter: Rohret

RECOMMENDATION

An amendment to the Joint Powers Agreement with Dakota County for Human Resources Services is before the Board for approval.

BACKGROUND

The Metropolitan Emergency Services Board has contracted with member agencies to provide services to the MESB to keep assessments to counties at a reasonable level. Current services provided are: accounts payable/receivable (Washington County); board legal counsel and investment account (Hennepin County); and human resources consulting, including employee benefits and payroll services (Dakota County).

In December 2007, the MESB and Dakota County executed a joint powers agreement for human resources services, payroll services and employee benefits programs.

ISSUES & CONCERNS

On February 12, 2020, the MESB Executive Director was notified by Dakota County Employee Relations of the County's intent to amend the joint powers agreement and begin charging the MESB for the services provided by the County. The hourly rate which will be charged is \$94.00 and would begin upon execution of the amendment to the joint powers agreement. Dakota County will also charge for any administrative costs incurred by the County, as well as an annual administrative fee for participation in the County benefit plans.

This cost was not included in the MESB's 2020 budget. Dakota County has stated that since the County began to track the amount of time it spent working on MESB items in September 2019 (through February 12, 2020), the County spent 4.40 hours on MESB items. As such, the MESB Executive Director provides a conservative estimate of 20 hours per year for this agreement, at an expense of \$1,880.00 per year at the \$94.00 rate. The County does reserve the right to increase the hourly rate and administrative fee on an annual basis.

Currently, the MESB pays for actual payroll and benefit costs including salary, PERA contributions, benefit plan contributions, a \$6.00 per employee fee for administering the benefits

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: April 8, 2020
Agenda Item: 7A. Approval of Resolution Regarding
the Amendment to Joint Powers Agreement
with Dakota County for Human Resources Services
Presenter: Rohret

plan, an annual fee for MESB employee participation in the County's wellness program, and annual HRA/HSA employer contributions.

The proposed First Amendment included in this packet has been reviewed by MESB Counsel; feedback was sent to Dakota County. At the time of this writing, the MESB is waiting for a response.

This item was discussed at the March 11, 2020 MESB meeting and the item was tabled pending additional information.

April Update: On March 27, 2020, Jill Rohret spoke with Andy Benish, Director, Dakota County Employee Relations, and received answers to the Board's questions. Dakota County performs HR services for several outside entities and had not been consistent in how it worked with them. Dakota County desires to handle each entity in the same fashion. The MESB is the last outside entity for which Dakota County performs HR services and needs an amendment to the Joint Powers Agreement for such services.

Dakota County will charge the \$94.00/hour rate for bigger projects, such as position evaluations, etc. A quick phone call for a question will not result in charges.

In response to whether the charges could begin in 2021, it was stated that the County does not wish to be inflexible, but they would prefer to start charging in 2020, as the MESB is now the only outlier in the County's process.

In response to how the \$94.00/hour rate was developed, the Dakota County Finance Department created a formula for time spent to support outside organizations. The department took into account salaries and benefits for Dakota County Employee Relations staff to develop the standard charge. The \$94.00 rate was established in 2019 and will periodically be adjusted as salaries increase. The MESB can build in an escalator in its operational budget for any annual increases since it has the Dakota County annual merit compensation plans.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: April 8, 2020
Agenda Item: 7A. Approval of Resolution Regarding
the Amendment to Joint Powers Agreement
with Dakota County for Human Resources Services
Presenter: Rohret

FINANCIAL IMPACT

The costs incurred under this amended agreement in 2020 were not included in the 2020 budget, though it is likely that the MESB will not go over budget because of this one item.

The Dakota County costs would be included in the 2021 budget and will likely result in a small increase in assessments.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL

RESOLUTION 2020-01
RESOLUTION APPROVING AMENDMENTS TO THE
MESB-DAKOTA COUNTY AGREEMENT FOR
HUMAN RESOURCES SERVICES

WHEREAS, at its September 11, 2007 meeting, the Metropolitan Emergency Services Board (MESB) approved a single-entity to manage salary-merit increases and health benefit plans; and

WHEREAS, at its November 14, 2007 meeting, the MESB authorized execution of a joint powers agreement with Dakota County for human resources services, employee benefit programs and payroll services; and

WHEREAS, the joint powers agreement for human resources services between the MESB and Dakota County was executed on December 6, 2007; and

WHEREAS, Dakota County has provided human resources services, employee benefit programs and payroll services since January 1, 2008 and these services have been free of charge; and

WHEREAS, the Joint Powers Agreement between the MESB and the County of Dakota for Human Resources Services, Payroll Services, and Employee Benefits Programs had no determined termination date; and

WHEREAS, the MESB received notification from Dakota County on February 12, 2020 that Dakota County intended to begin charging the MESB for human resources services; and

WHEREAS, the parties agree to amend its joint powers agreement as follows:

1. The effective date of the First Amended and Restated Joint Powers Agreement Between the MESB and the County of Dakota for Human Resources Consulting Services, Payroll Services, and Employee Benefit Plan Participation shall be when the agreement is executed by both parties;
2. Dakota County shall provide MESB human resources consulting services on an ad hoc basis and reserves the right to decline to provide said services;
3. Dakota County shall charge the MESB an hourly rate of \$94.00 for services performed;
4. Dakota County shall charge the MESB any applicable administrative costs as stated in the First Amended and Restated Agreement;
5. Dakota County shall provide the MESB with a monthly detailed invoice for services provided;
6. The First Amended and Restated Agreement shall terminate on December 31, 2022;

NOW, THEREFORE BE IT RESOLVED, that the Metropolitan Emergency Services Board approves the First Amended and Restated Joint Powers Agreement Between the MESB

and the County of Dakota for Human Resources Consulting Services, Payroll Services, and Employee Benefit Plan Participation.

| | <u>AYE</u> | <u>NAY</u> | <u>ABSENT</u> |
|---------------|------------|------------|---------------|
| Anderson | _____ | _____ | _____ |
| Beer | _____ | _____ | _____ |
| Degler | _____ | _____ | _____ |
| Egan | _____ | _____ | _____ |
| Fernando | _____ | _____ | _____ |
| Gamache | _____ | _____ | _____ |
| Holberg | _____ | _____ | _____ |
| Ische | _____ | _____ | _____ |
| Johnson, A. | _____ | _____ | _____ |
| Johnson, J. | _____ | _____ | _____ |
| Johnson, W. | _____ | _____ | _____ |
| McDonough | _____ | _____ | _____ |
| McMahon | _____ | _____ | _____ |
| Matascastillo | _____ | _____ | _____ |
| Meisner | _____ | _____ | _____ |
| Miron | _____ | _____ | _____ |
| Schmiesing | _____ | _____ | _____ |
| Wolf | _____ | _____ | _____ |

**FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN
THE METROPOLITAN EMERGENCY SERVICES BOARD
AND THE COUNTY OF DAKOTA
FOR HUMAN RESOURCES CONSULTING SERVICES
PAYROLL SERVICES, AND EMPLOYEE BENEFIT PLAN PARTICIPATION**

This First Amended Joint Powers Agreement (“**Agreement**”) is made and entered into by and between the Metropolitan Emergency Services Board (“**MESB**”) and the County of Dakota (“**County**”) (the MESB and the County are sometimes collectively referred to as the “**Parties**”) pursuant to Minn. Stat. § 471.59.

WHEREAS, the MESB is a joint powers organization established under Minnesota law to plan, coordinate, and administer regional 911 and radio systems and emergency medical services in the Twin Cities metro area; and

WHEREAS, the County is a political subdivision of the State of Minnesota and a member of the MESB; and

WHEREAS, the County’s Employee Relations Department (“**Department**”) presently provides human resources consulting and payroll services to the MESB pursuant to the Joint Powers Agreement Between the Metropolitan Emergency Services Board and the County of Dakota for Human Resources Services, Payroll Services, and Employee Benefit Programs; and

WHEREAS, the MESB desires that the Department continue to provide human resources, consulting, and payroll services to the MESB, and the County is willing to permit the Department to so continue pursuant to the terms and conditions of this Agreement; and

WHEREAS, the County presently provides MESB employees access to its group medical, dental, vision, life, and short- and long-term disability insurance plans (collectively referred to as “**County Benefit Plans**”) pursuant to the Joint Powers Agreement Between the Metropolitan Emergency Services Board and the County of Dakota for Human Resources Services, Payroll Services and Employee Benefit Programs; and

WHEREAS, the MESB desires that its employees have continued access to the County Benefit Plans, and the County is willing to permit such continued access subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to enable, subject to the terms and conditions set forth herein: (a) the MESB to continue obtaining human resources consulting and payroll services from the Department, and (b) MESB employees to continue participating in the County Benefit Plans.

2. **Duration.** This Agreement will be in full force and effect on the date it is executed by both Parties and will continue in force until terminated pursuant to paragraph 5.h. herein (the “Agreement Term”).
3. **Human Resources Consulting and Payroll Services.**
 - a. **Scope of Human Resources Consulting Services.** The Department will provide human resources consulting services to the MESB upon request on an *ad hoc* basis. The Director of the Department (“**Director**”) has sole and complete discretion to decline to provide human resources consulting services to the MESB. Nothing in this Agreement obligates the Department to provide human resources consulting services to the MESB or limits the MESB’s ability to obtain human resources consulting services from other sources.
 - b. **Scope of Payroll Services.** The Department will provide payroll processing services to the MESB, including withholding payroll taxes and other required or elective amounts from MESB employees’ paychecks and paying MESB employees in accordance with the MESB’s compensation schedule. The MESB is solely responsible for providing the Department all information necessary to process payroll for MESB employees, including rates of pay, hours worked, use of paid time off, pay for periods in which no work is performed (e.g., holiday pay, etc.), wage garnishments or child support withholding amounts, employee contribution amounts to pension, retirement, and other post-employment benefit plans/accounts, and IRS Forms W-4 and other applicable tax withholding forms.
 - c. **Hourly Rate.** The MESB will pay the County for human resources consulting and payroll services provided by the Department at an hourly rate of \$94.00. Effective January 1 of each calendar year during the Agreement Term, the Director may adjust the hourly rate then in effect to reflect the present cost of providing human resources consulting and payroll services to the MESB, and will provide written notice of any adjusted hourly rate to the MESB pursuant to paragraph 5.i. of this Agreement prior to the new hourly rate taking effect.
 - d. **Payroll Withholding Costs.** The MESB will reimburse the County for all employer-share costs associated with withholdings made by the Department from MESB employees’ paychecks including, without limitation, federal and state payroll taxes and employer contribution amounts to pension, retirement, and other post-employment benefit plans/accounts. The County will not, under any circumstances, be responsible for any MESB employee- or employer-share payroll withholding costs.
 - e. **Administrative Costs.** The MESB will reimburse the County for all administrative costs incurred by the County in the Department’s provision of human resources consulting and payroll services to the MESB. Reimbursable costs include, for example, long-distance telephone charges, postage charges, copying charges, printing charges, mileage charges (reimbursable at the Internal Revenue Service’s then-applicable standard mileage rate), parking charges, delivery fees, messenger

services fees, investigatory fees, and other reasonable expenses incurred by the County in the Department's provision of human resources consulting and payroll services to the MESB.

- f. **Billing.** The Department will invoice the MESB on a monthly basis for human resources consulting and payroll services provided to the MESB and any administrative costs incurred by the County in connection with providing such services. Said invoices will identify the persons providing services and itemize the services provided by each such person, the amount of time that each such person spent providing services, and any administrative costs incurred by the County in connection with such services.

4. **Participation in the County Benefit Plans.**

- a. **Eligibility.** The County will allow MESB employees to participate in the County Benefit Plans on the same basis as County employees. Eligibility for participation in the County Benefit Plans is governed by the terms and conditions of applicable plan documents.
- b. **Premium Costs.** MESB employees are responsible for paying their respective employee-share premium costs associated with their participation in the County Benefit Plans. The MESB will timely remit to the County all employer-share premium costs associated with MESB employees' participation in the County Benefit Plans. The County will not under any circumstances be responsible for any premium or other costs associated with MESB employees' participation in the County Benefit Plans.
- c. **Administrative Fee.** The MESB will pay the County an annual administrative fee in connection with MESB employees' participation in the County Benefit Plans. Such fee will be established on an annual basis by the Director and communicated to the MESB in writing pursuant to paragraph 5.i. of this Agreement.

5. **General Provisions.**

- a. **Compliance with Laws and Standards.** The Parties agree to comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Parties are responsible, including, without limitation, the Minnesota Government Data Practices Act ("**MGDPA**") and the Health Insurance Portability and Accountability Act ("**HIPAA**"). Each party will rely on its own appointees for such compliance.
- b. **Legal Advice and Representation.** In providing services to the MESB under this Agreement, the County (including the Department) will rely solely and exclusively on legal advice and representation provided by the Dakota County Attorney's Office ("**DCAO**"), notwithstanding any other agreement to the contrary that may now or in the future exist between the MESB and any of its members for legal representation. The MESB acknowledges and agrees that the DCAO does not and

will not provide legal representation, services, or advice to the MESB under any circumstances whatsoever, and that no attorney-client relationship exists between the DCAO and the MESB either now or in the future. The MESB also acknowledges and agrees that to the extent it claims to have received legal advice either directly or indirectly from the DCAO, MESB shall not rely on any such alleged advice and hereby warrants that it will not rely on such advice and will not claim to have relied on such advice.

- c. **Non-Employee Status.** In implementing the terms of this Agreement, the County's employees and agents are not employees of the MESB, and the MESB's employees and agents are not employees of the County.
- d. **Liability and Indemnification.** ~~The MESB agrees to defend, indemnify, and hold harmless the County and its elected officials, employees, agents, attorneys, and insurers from all claims, demands, and causes of action of any kind or nature whatsoever, including the costs of defense thereof, resulting from or relating in any way to the County's provision of services under this Agreement or MESB employees' participation in the County Benefit Plans. Each Party to the Agreement shall be liable for its own acts 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 or agents. Each Party hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to the Agreement.~~ Nothing in this paragraph is intended to waive any liability limits or immunities to which the Parties are otherwise entitled under law.
- e. **Disposition of Property.** Upon termination of this Agreement, any MESB property or surplus monies acquired by the County (including the Department) in connection with services provided under this Agreement or MESB employees' participation in the County Benefit Plans will be returned to the MESB as appropriate.
- f. **Complete Agreement.** This Agreement represents the complete and exclusive agreement between the Parties with respect to its subject matter, and upon execution will supersede any and all prior agreements between the Parties with respect to its subject matter, including, without limitation, the: (i) Joint Powers Agreement Between the Metropolitan Emergency Services Board and the County of Dakota for Human Resources Services, Payroll Services and Employee Benefit Programs; and (ii) Joint Powers Agreement for Metropolitan Emergency Services Board.
- g. **Modification.** Any amendments, changes, or modifications to this Agreement will be valid only if reduced to writing, approved by the Parties' respective Boards, and signed by the Chairs of the County Board of Commissioners and the MESB Board.

h. **Termination.** This Agreement will terminate upon 180 days' written notice of either party to the other party, termination of the MESB joint powers organization, or upon December 31, 2022, whichever occurs first.

i. **Notice.** All notices and other communications required under or contemplated by this Agreement will be in writing and delivered personally, via First Class mail (postage prepaid) or e-mail to the following persons:

MESB: Jill Rohret
Executive Director
Metropolitan Emergency Services Board
2099 University Avenue West
St. Paul, MN 55104
jrohret@mn-mesb.org

County: Matt Smith
Dakota County Manager
Dakota County Administration Center
1590 Highway 55
Hastings, MN 55033
matt.smith@co.dakota.mn.us

j. **Liaisons.** To assist in the day-to-day performance and administration of this Agreement, the Parties designate the following persons as their liaisons:

MESB: Jill Rohret
651-643-8394
jrohret@mn-mesb.org

County: Andy Benish
651-438-4382
andrew.benish@co.dakota.mn.us

k. **Recordkeeping.** Records relating to the performance of this Agreement will be maintained by the County and the MESB for at least six (6) years after the termination of this Agreement. The Parties will at all times have full and mutual access to all records relating to the performance of this Agreement.

l. **Counterparts.** This Agreement, any amendments or modifications to this Agreement, and any other documents required to be executed in order to consummate or carry out this Agreement may be executed in one or more counterparts, each of which will be deemed an original. All such counterparts will together constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart will be enforceable and admissible as an original.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates indicated below.

| | |
|--|--|
| Approved as to form: | COUNTY OF DAKOTA |
| | |
| _____ Asst. Dakota County Attorney/Date County Attorney File No. KS-17-427 | By: _____ Mike Slavik Title: Board Chair |
| Approved by Dakota County Board Res. # _____ | Date of Signature: _____ |

| | |
|---|--|
| | METROPOLITAN EMERGENCY SERVICES BOARD |
| | By: _____ George McMahon <u>Trista Matascastillo</u> Title: Board Chair |
| Approved by MESB Board Res. # _____ | Date of Signature: _____ |
| <u>Approved as to form:</u> _____ <u>MESB Counsel</u> | |



Employee Relations Department
Will Volk, Director
Dakota County Administration Center ♦ 1590 Hwy. 55, Hastings, MN 55033
Phone: 651.438.4435 ♦ Fax: 651.438.8178
♦ www.dakotacounty.us ♦

November 30, 2007

Martin D. Moody
Executive Director
Metropolitan Emergency Services Board
2099 University Ave. W.
St. Paul, MN 55104-3431

RECEIVED
DEC 11 2007
MESB

Dear Martin:

Enclosed please find a final signed copy of the joint powers agreement between Dakota County and the Metropolitan Emergency Services Board (MESB) for human resources and other services for your files.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Benish", written over a faint circular stamp.

Andy Benish
Employee Relations

Enclosures

JOINT POWERS AGREEMENT BETWEEN
THE METROPOLITAN EMERGENCY SERVICES BOARD
AND THE COUNTY OF DAKOTA
FOR HUMAN RESOURCES SERVICES, PAYROLL SERVICES
AND EMPLOYEE BENEFIT PROGRAMS

This Agreement is made and entered into by and between the Metropolitan Emergency Services Board and the County of Dakota, pursuant to Minn. Stat. § 471.59.

WHEREAS, the Metropolitan Emergency Services Board (MESB) was established by a joint powers agreement for the purpose of overseeing the 911 system, interoperable regional radio system and facilitating coordination of emergency medical services in the metropolitan area; and

WHEREAS, the County of Dakota (County) is a member of MESB and a signatory party to the joint powers agreement establishing the MESB; and

WHEREAS, MESB has requested that the County consider providing human resources, employee benefit programs and payroll services to MESB; and

WHEREAS, the County is willing and able to provide these services to MESB, pursuant to Resolution No. 07-523,

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to enable the County to provide human resources services, employee benefit programs, and payroll services to MESB and for MESB to secure such services and programs from the County.
2. Term. The term of this Agreement shall commence on January 1, 2008, and shall continue in full force until terminated pursuant to paragraph 6E of this Agreement.
3. Services to be Provided by the County.
 - A. Human Resources Services.
 - i. Services to be Provided. The County agrees to provide human resources services to MESB, upon request of MESB. These services include consultation and assistance in connection with staffing, performance management, development of compensation plan, and job evaluation. The County also agrees to permit MESB employees to participate in the County's training programs, including EDGE, on the same terms as employees from other jurisdictions are permitted.
 - ii. Status of MESB Employees. Any and all persons who are hired by MESB, including those hired with the consultation and/or assistance of the County, are and shall remain employees of MESB. MESB retains the exclusive authority to make all decisions respecting staffing, performance management, the compensation plan and job evaluation, as well as all decisions respecting the relationship between MESB and its employees. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the County and any MESB employee.
 - B. Employee Benefit Programs. The County agrees to provide MESB employees access to the County's employee benefit programs under the same terms and conditions that apply to full-time and part-time County employees who participate in such programs. The employee benefit programs referred to in this paragraph include medical plans, dental plans, basic life insurance, accidental death and dismemberment insurance, supplemental life insurance for employee and

spouse and children, short-term disability insurance, long-term disability insurance, long-term care insurance, and employee assistance program.

MESB employees may participate in these programs only to the extent that the MESB governing board has specifically authorized and on the condition that the County is also providing payroll services pursuant to this Agreement.

C. Payroll Services. The County will provide payroll services to MESB, on the same terms and conditions which apply to County employees, including paid time off and holiday pay as determined by MESB. MESB employees shall be eligible to participate in the State of Minnesota deferred compensation plan, the Minnesota Post-Employment Health Care Saving Plan, and medical and dependent care flexible spending accounts, and PERA only to the extent specifically directed or authorized by the MESB governing board.

4. Costs and Premiums. The County shall have no duty to pay any part of any premium in connection with any MESB employee who is receiving any services or participating in programs pursuant to this Agreement. MESB agrees to reimburse the County for any loss or expense including but not limited to payroll, payroll taxes, contributions to PERA, deferred compensation, post-employment health care savings plan, fees for County training programs, and premiums incurred by the County, excluding ordinary administrative overhead expenses, in connection with any MESB employee who is participating in any programs or receiving services pursuant to this Agreement.

5. Data. Dakota County and MESB agree to abide by the Minnesota Government Data Practices Act and all other applicable state and federal laws, rules and regulations relating to data practices, data privacy and confidentiality.

MESB agrees to provide the County with all such information, data and authorizations the County requires in order to provide services pursuant to this Agreement, in the format and at the time of the County's choosing. MESB agrees that it will be solely responsible for responding to data practices requests for MESB data in the possession of Dakota County pursuant to this Agreement. Dakota County will return and will not retain all data received from MESB to MESB, as soon as such data is no longer needed by Dakota County in order to provide services pursuant to this Agreement or upon termination of this Agreement, whichever occurs first.

6. General Provisions.

A. Compliance with Laws and Standards. Dakota County and MESB agree to abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the parties are responsible.

B. Liability and Indemnification. Each party to the Agreement shall be liable for its own acts 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 or agents. Each party hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to the Agreement; and

It is understood and agreed that liability arising from the parties' acts or omissions is governed by the provisions of the Municipal Tort Claims Act, MN Stat. Ch. 466, and other applicable laws.

C. Accounting. All funds shall be accounted for according to generally accepted accounting principles.

- D. Amendments. Any alterations, variations or modifications of the provisions of this Agreement shall be valid only when reduced to writing, approved by the parties' boards, and signed by authorized representatives.
- E. Termination. This Agreement shall terminate upon 180 days' written notice of one party to the other.
- F. Disposition of Property. Upon termination of this Agreement, any property acquired as a result of activities undertaken pursuant to this Agreement and any surplus moneys shall be returned to the MESB.
- G. Relationship of the Parties. Nothing contained in this Agreement is intended or shall be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between the parties. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the County and the MESB's employees.
- H. Notice. All notices and communications required by this Agreement shall be given in writing, by certified mail, as follows:

To MESB: Martin D. Moody
Executive Director
Metropolitan Emergency Services Board
2099 University Ave. W.
St. Paul, MN 55104-3431

To Dakota County: Brandt Richardson
Dakota County Administrator
Dakota County Administration Center
1590 Highway 55
Hastings, MN 55033

- I. Liaison. To assist the parties in the day-to-day performance of this Agreement and to develop services, ensure compliance and provide ongoing consultation, a liaison shall be designated by MESB and the County. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

| | |
|---------------------------------|------------------------------|
| MESB's Liaison: Martin D. Moody | County Liaison: Andy Benish |
| Phone Number: (651) 643-8398 | Phone Number: (651) 438-4382 |

- J. Access to Records/Audits. The County and MESB shall have full access to all records relating to the performance of this Agreement. The County and MESB agree to maintain records relating to the performance of this Agreement and shall retain all such documentation for six (6) years following the last day activities are performed pursuant to this Agreement.
- K. Counterparts. The Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

Approved as to form:

Karen Schipper 11/20/07
Assistant County Attorney/Date

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By: Michael E. Turner
Michael E. Turner, Chair
Dakota County Board of Commissioners
Date of Signature 12/6/2007

Attest: Mary Scheide
Mary Scheide
Clerk to the County Board
Date: 12-6-07

Approved as to form:

[Signature]
Board Counsel

METROPOLITAN EMERGENCY
SERVICES BOARD

By: Myra Peterson
Myra Peterson
(please print name)
Title Chair
Date of Signature 12-05-07

K/07/k07-261 mesb jpa



METROPOLITAN EMERGENCY SERVICES BOARD

Meeting Date: April 8, 2020
Agenda Item: 7B. Discussion – 2021 Operational Budget
Presenter: Rohret

RECOMMENDATION

None – discussion only.

BACKGROUND

The Metropolitan Emergency Services Board staff are preparing the 2021 operational budget and the 2021 – 2025 capital budget. There is one item related to the 2021 operational budget for which staff seek input from the Executive Committee.

ISSUES & CONCERNS

Staff seek input from the Executive Committee regarding the amount which should be included for staff salary merit performance increases. For the 2016 – 2019 budget years, three percent was included; in 2020, four percent was included.

The 2020 Dakota County Merit Compensation Policy & Plan includes base increase ranges of 4.5-6.5% for the lower quartiles, and 3.5-4.5% base increases for the higher two quartiles which also include 1-2% lump sums. [Note: these figures are for the Meets Standards to Greatly Exceeds Standards performance ratings.]

For 2021, the four percent merit increase amount is: \$31,199.79.

A four and a half percent increase would be: \$35,099.77.

FINANCIAL IMPACT

See issues discussed in Issues and Concerns.

MOTION BY:
SECONDED BY:
MOTION:

PASS/FAIL