



## **METROPOLITAN EMERGENCY SERVICES BOARD EXECUTIVE COMMITTEE MEETING AGENDA**

April 10, 2019, 10:00 a.m.

1. **Call to Order** – Board Chair, Commissioner Fran Miron
2. **Approval of Agenda** – Commissioner Miron
3. **Approval of February 13, 2019 Executive Committee Minutes (page 3)**
4. **Radio Items** – Tracey Fredrick, Radio Services Coordinator
  - A. Approval of Amendments to Metro Standards **(page 7)**
    - i. Standard 1.5.3 – Waivers and Variances **(page 8)**
    - ii. Standard 6.5.0 – Prioritizing Capital Spending **(page 11)**
  - B. Approval of ARMER Lease with Pointe Condominiums **(page 15)**
5. **9-1-1 Items** – Pete Eggimann, Director of 9-1-1 Services – None
6. **EMS Items** – Ron Robinson, EMS Coordinator
  - A. Update – EMSRB FY2020-2021 Regional Grant Process **(page 27)**
7. **Administrative Items** – Jill Rohret, Executive Director
  - A. Discussion – 2020 MESB Budget **(page 29)**
    - i. Amount of Merit Increase for Salaries
    - ii. Unspent Prior Year Budget Funds
8. **Old Business** – None
9. **New Business** – None
10. **Adjourn**



## **METROPOLITAN EMERGENCY SERVICES BOARD EXECUTIVE COMMITTEE MEETING AGENDA**

April 10, 2019, 10:00 a.m.

### *Metropolitan Emergency Services Board Members*

#### Anoka County

Commissioner Julie Braastad  
Commissioner Rhonda Sivarajah\*

#### 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\* (2019 Secretary)  
Commissioner Mary Liz Holberg

#### Hennepin County

Commissioner Irene Fernando\* (2019 Treasurer)  
Commissioner Jeff Johnson

#### Isanti County

Commissioner Greg Anderson\*

#### Ramsey County

Commissioner Blake Huffman\* (2019 Vice Chair)  
Commissioner Trista MatasCastillo

#### Scott County

Commissioner Dave Beer  
Commissioner Tom Wolf\*

#### Sherburne County

Commissioner Felix Schmiesing\*

#### Washington County

Commissioner Wayne Johnson  
Commissioner Fran Miron\* (2019 Chair)

\*Denotes Executive Committee member

# METROPOLITAN EMERGENCY SERVICES BOARD

## EXECUTIVE COMMITTEE MEETING MINUTES

February 13, 2019

### Commissioners Present:

Greg Anderson, Isanti County  
Barbara Burandt, Sherburne County alternate  
Tom Egan, Dakota County  
Irene Fernando, Hennepin County  
Blake Huffman, Ramsey County  
Jim Ische, Carver County-**absent**

Andrew Johnson, City of Minneapolis-**absent**  
George McMahon, Chisago County  
Fran Miron, Washington County  
Felix Schmiesing-**absent**  
Rhonda Sivarajah, Anoka 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; and Ray Kennedy, Dakota County Employee Relations.

### 1. Call to Order

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

### 2. Approval of February 13, 2019 Agenda

*Motion by Commissioner McMahon, seconded by Commissioner Egan to approve the February 13, 2019 Executive Committee agenda. Motion carried.*

### 3. Approval of December 12, 2018 Executive Committee Minutes

*Motion by Commissioner Anderson, seconded by Commissioner Sivarajah to accept the December 12, 2018 Executive Committee minutes. Motion carried.*

### 4. Oath of Office

Commissioner Huffman administered the oath of office to Commissioners Rhonda Sivarajah, Anoka County and Barbara Burandt, the appointed alternate for Sherburne County.

### 5. Radio Items

#### A. Approval of ARMER Lease with Metropolitan Airports Commission

Tracey Fredrick said the MESB staff recommends the Executive Committee recommend approval of the lease with the Metropolitan Airport Commission for the ARMER site at the airport. The MESB entered into a lease agreement with the Metropolitan Airports Commission for an ARMER tower site at the MSP airport in February 2006. The term of this lease was ten years with no monthly rent cost. It did not include an option to renew with the same terms after the lease expired.

The MESB and the Metropolitan Airports Commission have to come to terms on a new lease agreement. This new agreement will be a month-to-month term on the same space, with no monthly rent. The MESB will continue to pay the monthly electric consumption at the MAC site.

Commissioner McMahon asked why the lease went to a month-to-month lease. Rohret said month-to-month is easier to administer a month-to-month lease.

*Motion made by Commissioner Huffman seconded by Commissioner Egan to approve the ARMER lease with Metropolitan Airports Commission. Motion carried.*

#### B. Approval of ARMER Lease Amendment with City of St. Paul Park

Fredrick said MESB staff recommends the Executive Committee recommend approval of the lease amendment with the City of St. Paul Park for the St. Paul Park City Hall ARMER site to continue through March 31, 2029.

## METROPOLITAN EMERGENCY SERVICES BOARD

The original agreement included the right for one option to renew the lease for an additional ten years. The MESB executed that renewal option in April 2009. The lease renewal ends on March 31, 2019.

MESB staff and counsel worked with the City of St. Paul Park on the terms of the lease amendment. The term of the proposed amendment is an additional ten years, and follows the same terms and conditions are the original lease. The lease amendment will take effect on April 1, 2019.

Commissioner Sivarajah said the cost would be significantly more because each year the \$600.00 is added on top of the original \$600.00. Rohret said the action sheet for the Board meeting will be amended to reflect that cost.

*Motion made by Commissioner McMahon, seconded by Commissioner Anderson to approve the ARMER lease amendment with the City of St. Paul Park. Motion carried.*

### **C. Approval of ARMER Lease Amendment with Mobile Radio Engineering**

Fredrick said staff recommends the Executive Committee recommend approval of the lease amendment with the Mobile Radio Engineering, Inc. for the Basswood Grove ARMER site to continue through March 31, 2029.

The Metropolitan Radio Board entered into a sublease agreement with Mobile Radio Engineering, Inc. for an ARMER tower site on the Denmark Township, Washington County in April 1999. The term of this lease was ten years with an option to renew for an additional ten years, which was exercised in 2009. The lease renewal ends on March 31, 2019.

The lease requires a four percent annual rental increase in rent on April 1. The rental fee is borne by those agencies which own equipment at the site, MnDOT and Washington County.

*Motion made by Commissioner McMahon, seconded by Commissioner Sivarajah to approve the ARMER lease amendment with Mobile Radio Engineering. Motion carried.*

### **D. Approval of Amendment to Hennepin County ARMER Participation Plan**

Fredrick said the Radio TOC recommends approval of the amendment to the Hennepin County Participation Plan.

In 2014, Hennepin County moved the PSAP and Sheriff's Office staff to a new building in Plymouth. The back-up location remained at the old location in Golden Valley.

Hennepin County is requesting an amendment to its ARMER participation plan to move its back-up PSAP location from Golden Valley to the County's public safety facility in downtown Minneapolis.

As part of this relocation, the County requests that this back-up facility move from Zone 2 master site to the Zone 1 master site. This will provide greater redundancy in the event of a catastrophic event.

MnDOT has reviewed the request and had no issues with it. The SECB approved this amendment yesterday.

*Motion made by Commissioner Egan, seconded by Commissioner Huffman to approve the amendment to Hennepin County's ARMER participation plan. Motion carried.*

## **6. 9-1-1 Items**

### **A. Approval of NG9-1-1 Transition 2019 – 2020 Strategic Plan**

# METROPOLITAN EMERGENCY SERVICES BOARD

Pete Eggimann said transitioning from the Enhanced 9-1-1 (E9-1-1) analog system to a digital Next Generation (NG9-1-1) system is underway. The MESB has been actively engaged for several years in transitioning the metro area 9-1-1 system from the analog system, which has served the metro area since 1982, toward a standards-compliant digital Next Generation 9-1-1 system. The new system is designed to meet the needs of the mobile public. The 2019-2020 Strategic Plan documents the progress that has been made during the transition, as well the focus of MESB staff for 2019 - 2020.

The highest priority in the transition plan is to find out how to move to caller location-based wireless call delivery. Wireless calls are delivered now by the closest tower to pick up the call, which requires a lot of maintenance and review for MESB staff. Each time a wireless carrier makes a change to its network, or adds or changes the direction of an antenna, the change must be reviewed. Location-based routing will eliminate this need to constantly review the networks.

Another priority is to enhance the ESInet to the PSAPs which will allow the use of shared, cloud-based applications. The current network is restricted to 9-1-1 traffic only.

The regional GIS 9-1-1 data synchronization project will be completed by late 2019 or early 2020.

Last summer, the MESB approved a pilot project to prove the design of a standards-based ESInet. The August 1, 2018 outage triggered some reaction within ECN, and it was agreed that an RFP was needed for network services. The pilot project was put on hold while the RFP process is conducted.

Eggimann stated that in the future, changes will be made so that the 9-1-1 system complies with the NENA i3 architecture, changes will be made to how calls are routed, and data protocols will be implemented. He noted multimedia support within 9-1-1 is down the road. These features would allow the sending of images and videos while talking to a 9-1-1 dispatcher.

Eggimann said that decent progress is being made on the transition to NG9-1-1. A trend that is expected to continue is the sharing of applications between PSAPs. The 9-1-1 system continues to evolve, and as a result may require some additional funding.

Commissioner Fernando said Minnesota is unique in that there are some counties and cities that have very different needs. Fernando commended the work being done by the MESB and that Minnesota is on the leading edge of the NG9-1-1 transition.

*Motion made by Commissioner Fernando, seconded by Commissioner McMahon to approve NG9-1-1 transition 2019-2020 Strategic Plan. Motion carried.*

## **7. EMS Items — None**

## **8. Administrative Items**

### **A. Approval of Amendments to MESB Bylaws**

Jill Rohret said staff is suggesting three amendments to the MESB bylaws. In Article 1, Section 1, Sherburne County is being added as a MESB member. The second change is language added in Article II, Section 3, stating mileage reimbursements are allowed where permitted by law and in accordance with City/County policy. The third amendment is in Article III, Section 5, where language associated with the Treasurer's duties was updated to reflect current practices. Additionally, a minor change was made in Article II, Section 3 that strikes out the word checks, as the MESB no longer issues checks. Reference to the Finance committee was also struck, as it is no longer an MESB committee.

She reminded members that 15 days' notice is required to change bylaws and it must pass by two-thirds of the full board.

# METROPOLITAN EMERGENCY SERVICES BOARD

*Motion made by Commissioner Huffman, seconded by Commissioner Egan to approve amendments to MESB Bylaws. Motion carried.*

## **B. Approval of Amendments to MESB Policy 030 – Purchasing**

Rohret reminded members that they reviewed amendments to this policy at the December 2018 Executive Committee meeting and at the January 2019 Board meeting. As a result of the discussion at the January 2019 MESB meeting, an additional amendment was made. The new language is: When the micro-purchase threshold is adjusted, staff will notify the Board of the change. The MESB will follow the Uniform Guidance micro-purchase threshold unless the Board passes a resolution approving a different threshold amount.

MESB counsel reviewed the policy and had no objections.

*Motion made by Commissioner Egan, seconded by Commissioner Wolf to approve amendments to MESB Policy 030-Purchasing. Motion carried.*

## **C. Approval of Executive Director Travel Request – APCO/MTUG 2019**

Rohret requested approval to travel to the national APCO and MTUG conferences in Baltimore, MD in August 2019. Both conferences were in the approved budget.

*Motion made by Commissioner Sivarajah, seconded by Commissioner Wolf to approve the Executive Director's travel request to attend 2019APCO/MTUG conferences. Motion carried.*

## **9. Old Business – None**

## **10. New Business**

### **A. Executive Director Performance Review Process and Draft MESB Policy 032 – Executive Director Performance Review**

Rohret said that this policy simplifies the Executive Director performance review process. She introduced Ray Kennedy, Compensation Administrator for Dakota County Employee Relations.

Ray Kennedy stated that the policy is designed to withstand any changes made to the Executive Director's position. There are two instances that Executive Committee is asked to clarify before the request goes before the full board. A self-review is to be done and sent to the board chair. A common review date will be used.

*Motion made by Commissioner McMahon, seconded by Commissioner Anderson to approve the Executive Director's performance review process/Draft/MESB Policy 032.*

*Commissioner Fernando suggested a friendly amendment to cc the Vice-Chair to make it easier to prepare for the following year's Executive Director's review. The amended motion carried.*

### **B. Discussion of Dakota County Merit Compensation Plan**

Kennedy explained the Dakota County Merit Compensation plan.

Commissioner Fernando asked if the plan was designed to stay in line with market adjustments. Kennedy confirmed that to be the case.

## **11. Adjournment**

Meeting adjourned at 10:43 a.m.



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**April 10, 2019**

**Agenda Item:**

**4A. Approval of Amendments to  
Metro Radio Standards**

**Presenter:**

**Fredrick**

### **RECOMMENDATION**

The Radio TOC recommends the Executive Committee recommend approval of changes to Metro Radio Standards 1.5.3 and 6.5.0.

### **BACKGROUND**

The Metropolitan Emergency Services Board has established 43 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.

### **ISSUES & CONCERNS**

Two Metro Radio Standards have been reviewed for content and language to be recommended for approval by the Executive Committee.

The first is Standard 1.5.3 – Variances & Waivers. Changes include updating the revision date, adding language to clarify that each variance & waiver request will be reviewed by the Radio TOC prior to being reviewed at the SECB. Review by the Radio TOC will ensure that variance and waiver requests don't create undue burdens on the region. Lastly, inclusive language for designation of authority is being added.

Standard 6.5.0 – Prioritizing Capital Spending was reviewed with no changes to language, only updating the review date to February 11, 2019.

All standards will be made ADA compliant at the end of the review period. Only content and language changes are being requested at this time.

The Radio TOC has reviewed the three standards and has approved the changes outlined.

### **FINANCIAL IMPACT**

None to MESB.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL

## METRO REGION

### 800 MHz Trunked Regional Public Safety Radio System Standards, Protocols, Procedures

Document Section:	<b>1 – Management of System</b>	Radio TOC Recommendation
Sub-Section:	<b>METRO 1.5.3</b>	Date: 5/24/01
Procedure Title:	<b>Variances &amp; Waivers</b>	
Date Established:	<b>3/19/01</b>	MESB Approval - Signature:
Replaces Document Dated:	<b>5/19/01</b>	
Date Revised:	<b><del>5/24/01</del> 3/27/19</b>	Date: 06/01/01

#### **1. Purpose or Objective**

The purpose of this section is to set forth the process by which variances or waivers to these standards, protocols and procedures will be granted to a requesting agency.

- **Variance** is defined as an allowed divergence from full adherence to an adopted standard, protocol or procedure.
- **Waiver** is defined as a complete release from an adopted standard, protocol or procedure.

#### **2. Technical Background:**

- **Capabilities**      N/A
- **Constraints**      N/A

#### **3. Operational Context:**

The Metropolitan Emergency Services Board (MESB) is charged with setting standards and determining protocols and procedures for the smoothest possible operations between and among the users of the shared region-wide 800 MHz digital trunked public safety radio system.

The users fall into two groups:

- Full participants in the shared infrastructure
- Conventional users who will have access to the regional system by utilizing interoperability equipment that has been designed into the system.

The ability to communicate between these two groups is possible due to the interoperational hardware and software installed on the region-wide system. The improper use of this equipment can have minor to grave consequences. These standards, policies and procedures have been set forth by teams consisting of radio users and managers from both groups so as to maximize service to the citizens of the metropolitan area and minimize potential negative consequences. Therefore, variances and waivers must not compromise the integrity of the Regional Public Safety system or any of its participants.

#### **4. Recommended Protocol/ Standard:**



- Each request for variance or waiver from the adopted standards, policies and/or procedures must be made in writing to the MESB.
- Each request for variance or waiver will be reviewed by the Radio Technical Operations Committee prior to being reviewed by the State.

#### **5. Recommended Procedure:**

1. A written request for the variance and/or waiver must be sent to the MESB and include:
  - A full description of the desired variance or waiver including section and sub-section references,
  - The reason for the variance or waiver (including the potential consequences if the request is not approved),
  - A preliminary assessment on the other regional system users, and an estimate of any associated costs.
2. At their discretion the MESB may act on the request, but will generally forward requests to the Radio Technical Operations Committee (TOC) for review, analysis and/or recommendation.
  - The Executive Director, or his/her designee, in consultation with the affected system manager, may approve a temporary variance or waiver until the official process is completed.
  - Emergency deviations from the standards must be communicated to all affected parties.
3. An assessment will be conducted by the Radio TOC and will address:
  - Technical impact to current and future system performance including which system or subsystem will be or may be affected.
  - Operational including capacity impact to current and future system performance including which system or subsystem will be or may be affected.
  - The degree of conformance with MESB plan and standards.
  - Cost impact to the MESB and current participants
  - Potential alternative solutions
4. The Radio TOC will forward the completed assessment to the MESB along with recommendations including ways to mitigate negative impact if appropriate.
5. The MESB will advise all affected agencies of all requests along with potential impact and invite their comment.
6. The MESB may approve, disapprove or modify the request. The Board will notify all affected parties of their decision.
7. If approved or modified, the MESB will set forth operational and/or financial responsibility as appropriate and notify all affected parties.

**6. Management**

The Executive Director and staff of the Metropolitan Emergency Services Board, acting on behalf of the board, will manage this process.

FINAL

FINAL

**METRO REGION  
800 MHz Trunked Regional Public Safety Radio System  
Standards, Protocols, Procedures**

Document Section:	<b>6—Financial Policies &amp; Procedures</b>	Radio TOC Approval – Signature:
Sub-Section:	<b>METRO 6.5.0</b>	Date: 5/28/03
Procedure Title:	<b>Prioritizing Capital Spending</b>	
Date Established:	<b>4/9/03</b>	
Replaces Document Dated:		MESB Approval - Signature:
Date Revised:	<b>5/28/03 2/11/19</b>	6/6/03

**Commented [TF1]:** Standard appears current, just update review date

**1. Purpose or Objective**

To establish a policy that will provide criteria and a process for determining how the Metropolitan Emergency Services Board (MESB) spends its capital funds for the metropolitan region portion of the ARMER system.

**2. Technical Background:**

▪ **Capabilities**

Capabilities are based on the current state of the art.

▪ **Constraints**

Subject to vendor availability of products and resources and the availability of capital funds.

**3. Operational Context:**

The MESB is empowered by statute to set its budget for capital improvements to the system. This standard provides a methodology for the Radio Technical Operations Committee (Radio TOC) to make recommendations to the MESB in determining priorities and timing for such expenditures.

**4. Recommended Protocol/ Standard:**

The proposal for determining capital spending is composed of three main evaluations and three check “valves.” The first evaluation is a series of questions regarding the effect on the system. In this evaluation projects pass, fail or are given a deferred result. The second evaluation determines criticality and will put projects in one of four levels. The check valves determine whether funding is available, the vendor is able to accomplish the project, and if other prerequisites are met, such as dependencies, system upgrades and frequencies are available. The last evaluation determines the timing of the project and placing it on the timeline. It should be noted that the Radio TOC will recommend to the MESB the level of criticality and the timing of the projects.

FINAL

FINAL

## **5. Recommended Procedure:**

### **Evaluation #1—Pass/Fail/Deferred**

In the first evaluation, a project must receive a “yes” answer to one of the following questions. If no “yes” is received, the project fails and would need to go to the Radio TOC for further consideration. The exception to this is a deferred project. For example, it is likely that at some time in the future a county subsystem will move to join the system. It is fairly certain that once they submit a plan it will be accepted. At this point, without any specifics, the county’s subsystem would fail. However the Radio TOC members know that this will need to be done, so they will give it a deferred rating. Deferred project skip evaluation #2 and go straight to the deferred section of the timeline. Once the project meets one of the below questions, it will then go through evaluation #2 and be repositioned on the timeline.

Questions:

- Does the project add needed capacity to the system?
- Does the project add needed coverage to the system?
- Is the project a required system change (as required by the Legislature or vendor)?
- Does the project improve an identified system degradation?
- Does the project provide improved system reliability?
- Is the project an approved subsystem plan?
- Does the project provide needed interoperability?
- Has the project been requested by the Radio TOC?

### **Evaluation #2—Criticality**

At this stage, projects are placed by the Radio TOC into one of four criticality levels:

- **Critical**—addresses system limitations that have a direct and/or imminent impact on users’ ability to effectively use the system.
- **Priority**—required by law or to maintain industry support *or* is needed to *maintain* system availability, reliability and performance.
- **Needed System Improvement**—*improves* system availability, reliability and performance.
- **System Enhancement**—provides desired feature sets *or* improves for operational efficiency or cost effectiveness.

### **Evaluation #3—Dependencies**

These check valves are yes/no questions. They do not prevent a project from going onto the timeline (see Evaluation #4 for further explanation).

**FINAL**

**FINAL**

- 1: Is funding available?
- 2: Does the vendor have the capability to provide the product or meet deadline?
- 3: Are all prerequisites met (ex. are frequencies available, are software upgrades required, resources available, other standards and other dependencies)?
- 4: If applicable, does MnDOT approve of the impact on the backbone?

#### **Evaluation #4—Timeline**

The timeline spreadsheet will have four blocks where projects will be located. The blocks correspond to the four criticality levels. The timeline will include a fifth block for the deferred projects.

Depending upon the results from the check valves, the projects will be color-coded: if a project passes all three it will be green; if funding is not available for the project it will be blue; if the vendor cannot support it, it will be orange; and if all prerequisites are not met it will be red. All deferred projects will be black.

All projects that are not “green” will have footnotes attached to the project timeline spreadsheet identifying the dependencies and other pertinent information.

#### **6. Management**

The staff of the Metropolitan Emergency Services Board shall manage the administration of the plan. The Radio TOC will rank projects and instruct MESB staff to place projects on the timeline.

This policy shall be reviewed for possible revision or cancellation within two years of its adoption date.





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**April 10, 2019**

**Agenda Item:**

**4B. Approval of ARMER Lease  
with Pointe Condominiums**

**Presenter:**

**Rohret**

### **RECOMMENDATION**

Staff recommend the Executive Committee recommend approval of the new ARMER lease with Pointe Condominiums.

### **BACKGROUND**

The Metropolitan Radio Board entered into a ten-year lease agreement with Pointe Condominiums for an ARMER tower site on the condominium building in downtown St. Paul in April 1999. Another ten-year lease was renegotiated in 2009, which expired on March 31, 2019. Both the 1999 and 2009 leases required the MESB to pay for utility use at the site. The MESB never received a utility invoice from Pointe Condominiums. MnDOT believed it had installed an electricity sub-meter at the Pointe Condominium location.

### **ISSUES & CONCERNS**

The new lease, effective April 1, 2019 is a ten-year lease, with rent increasing from \$2,497.00 per month to \$3,500.00 per month for the length of the lease term. MESB will pay utilities at the site; the monthly rental amount will be based on 30 days' use of electricity at the site, with annual adjustments based on actual use.

Due to electrical issues which occurred in the building in 2018, Pointe Condominiums had electrical work done in 2018-2019. During that time, it was discovered that either the installed sub-meter was never hooked up, or that no sub-meter was ever installed. Pointe Condominiums asked to be reimbursed for the ARMER system's electrical utility usage from 2009 – 2019, and agreed upon an amount of \$113,750.00, which is an amount based on the ARMER system's usage at similar/comparable sites.

The MESB will bill equipment owners at the Pointe Condominiums site (MnDOT, Ramsey County, Metro Transit, and Allina EMS) for their proportionate share of the 2009 – 2019 utility usage amount.

A sub-meter is being installed by Pointe Condominium's electrical contractors, and the bill for the work will be sent to the MESB for payment. MnDOT has agreed to reimburse the MESB for the sub-meter invoice.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**April 10, 2019**

**Agenda Item:**

**4B. Approval of ARMER Lease  
with Pointe Condominiums**

**Presenter:**

**Rohret**

### **FINANCIAL IMPACT**

The MESB will pay \$113,750.00 in utility charges to the Board once the lease agreement is approved and will pay the electrical contractor's invoice. MESB will bill the appropriate parties for their share of the ten-year utility charge, as well as the on-going monthly utility charge amount.

This event will skew the 2019 financial reports as this was not a budgeted expense. Pointe utilities will be added to the 2020 radio system budget.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL



# METROPOLITAN EMERGENCY SERVICES BOARD

## LEASE

Lease No. \_\_\_\_\_

**THIS LEASE AGREEMENT** is made by and between **THE POINTE OF SAINT PAUL CONDOMINIUM ASSOCIATION**, (“LESSOR”), and the **METROPOLITAN EMERGENCY SERVICES BOARD** (“LESSEE”), a public corporation and political subdivision of the State of Minnesota, or its successors or assigns, as provided by law, 2099 University Avenue West, St. Paul, Minnesota 55104; and

WHEREAS, LESSEE governs a region-wide public safety radio communication system as set forth in Minnesota Statutes Sections 403.20 to 403.40 (“public safety radio communication system”); and

WHEREAS, LESSEE and the State of Minnesota, through the Commissioner of Transportation, have entered into a cooperative agreement whereby LESSEE will lease space for the public safety radio communication system as the sole lessee while the Department of Transportation (“MnDOT”) will own, operate, and maintain the public safety radio communication system; and

WHEREAS, the public safety radio communication system is used by multiple governmental entities; and

WHEREAS, LESSEE requires a site for the public safety communication system in the City of St. Paul, Minnesota and the public safety radio communication system has occupied space at 78 East 10th Street, St. Paul, Minnesota since April 1999; and

WHEREAS, LESSOR owns and maintains a desirable transmitting and receiving site at 78 East 10th Street, St. Paul, Minnesota; and

WHEREAS, LESSOR and LESSEE are currently parties to a written Lease which expires March 31, 2019, under the terms of which, in addition to the payment of monthly Rent, as defined therein, LESSEE has been obligated to pay for all electricity it consumes from use of its equipment; and

WHEREAS, in connection with negotiation of this Lease, the parties discovered that LESSOR has paid for all electricity used and consumed by LESSEE during the 10-year term of the existing Lease, and have agreed to address this issue by installing a submeter to measure the electricity used and consumed by LESSEE’s use of its equipment on LESSOR’s property; and

WHEREAS, LESSOR and LESSEE have agreed that LESSEE shall pay an estimated amount for electricity consumed by its installations during the 10-year term of the existing Lease, by lump sum payment to be made by LESSEE to LESSOR on the date of execution of this Lease; and

WHEREAS, in order to avoid a similar problem arising in the future, LESSOR and LESSEE have agreed to a procedure for the determination and payment of electricity expenses properly chargeable to LESSEE during the Term;

WHEREAS, LESSOR has an interest in facilitating the public safety radio communication system; and

WHEREAS, in order to clarify the various understandings between the parties as to the extent of the facilities and operations thereof, this Agreement is formulated and executed:

NOW THEREFORE, in consideration of the mutual promises and covenants established in this Agreement, it is hereby agreed by and between LESSOR and LESSEE as follows:

1. LEASED PREMISES

LESSOR grants and LESSEE accepts a lease of the following described Leased Premises located in the City of St. Paul, County of Ramsey, Minnesota, to-wit:

A portion of the roof, mechanical room, and penthouse of the building located at 78 East 10th Street, St. Paul, Minnesota 55104, as shown in the Exhibit A attached hereto.

Any alteration of the equipment installed by LESSEE on the roof, in the mechanical room or penthouse of the building or to its configuration as shown on Exhibit "A," shall be subject to the reasonable approval of LESSOR prior to installation thereof.

2. TERM

The term of this Agreement is ten (10) years, commencing on April 1, 2019, and continuing through March 31, 2029.

3. TERMINATION

3.1 This Agreement may be terminated by either party for any reason upon giving other party twelve (12) months written notice of intent to cancel.

4. RENT AND OTHER FEES

4.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Agreement, LESSEE agrees to pay LESSOR the total sum of Four Hundred Twenty Thousand and 00/100 dollars (\$420,000.00) for the term of this Agreement, such amount to be paid in the following manner: Three Thousand Five Hundred and 00/100 dollars (\$3,500.00) per month, each monthly payment to become due and payable at the end of each calendar month.

4.2 In order to compensate LESSOR for electricity consumed by LESSEE under the existing Lease which this Lease replaces, LESSEE has made a cash payment in the amount of One Hundred Thirteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$113,750.00) to LESSOR on the date hereof, the receipt of which is hereby acknowledged by LESSOR. LESSEE shall pay directly to M&T Electric the cost of the installation of the meter that has now been installed to measure the consumption of electricity by LESSEE and its equipment as installed. LESSEE

shall pay an estimated amount monthly for such electrical consumption based on an initial 30-day measuring period. At the end of 12 months, LESSEE's actual consumption of electricity and the charges paid by LESSOR therefor shall be reconciled and any underpayment shall be paid by LESSEE to LESSOR, and any overpayment shall be credited by LESSOR to LESSEE against the next month's electrical charges. The same estimate and reconciliation process will be followed during each year of the Term. In the alternative, the parties may cause the electrical meter to be read every month and the actual cost thereof shall be paid by LESSEE to LESSOR based upon such reading.

- 4.3 LESSOR represents and warrants that it is solely entitled to all rents payable under the term of this Agreement.

5. USE

- 5.1 LESSOR and LESSEE agree that MnDOT may use and occupy the Leased Premises for the purposes of installing, removing, replacing, operating and maintaining the public safety radio communication system.
- 5.2 LESSOR shall provide MnDOT with twenty-four (24) hour, seven (7) days a week, year-round access to the Leased Premises. MnDOT, its agents or contractors, are hereby granted the right, at MnDOT's sole cost and expense, to enter upon the Leased Premises to build, construct, study, test, evaluate, maintain, and operate the public safety radio communication system. However, none of said activities shall interrupt or interfere with LESSOR's, or its residents' use and enjoyment of LESSOR's property, nor shall it prevent LESSOR from making repairs, improvements, additions or replacements to LESSOR's property. Further, LESSEE acknowledges that the Leased Premises are located upon the roof of a residential condominium and can be accessed only by means of an internal stairwell. LESSEE shall comply with LESSOR's security protocols which are in place from time to time during the Term. Subject to these security protocols, LESSEE's access to the Leased Premises shall be at no additional charge and otherwise unimpeded.

6. ADDITIONAL USERS

Additional users may be added to this Agreement without LESSOR's consent if they participate in the region-wide public safety radio communication system as set forth in Minnesota Statutes Sections 403.20 to 403.30. All terms and conditions of this Agreement and any subsequent attachments shall apply to any and all new users unless specifically modified by written addendum.

7. INTERFERENCE

- 7.1 MnDOT's use of the Leased Premises shall not interfere with LESSOR's use of the property and LESSEE agrees to instruct MnDOT to cease all such actions which unreasonably and materially interfere with LESSOR's use thereof (in LESSOR's sole opinion).

- 7.2 LESSOR agrees not to grant a future lease in or on the Leased Premises to any party whose use can reasonably be anticipated to interfere with MnDOT's operation of its antenna facilities. LESSOR further agrees that in placing any future lease in or on the Leased Premises, LESSOR shall require any lessee whose use can reasonably be anticipated to interfere with MnDOT's operations to provide LESSEE with assurances against interference that are acceptable to LESSEE. LESSOR shall have the obligation to eliminate any interference with MnDOT's operations caused by such subsequent lessee.

8. LESSOR DUTIES

LESSOR agrees to maintain the Property in accordance with its current management practices, which to the best of LESSOR's knowledge it believes to be in accordance with all local, state and federal rules and regulations and shall comply with all applicable laws in exercising its management responsibilities of the Property. This may include, but is not limited to, building code, zoning, tower lighting and lighting alarm system, lighting monitoring and any other Federal Communications Commission ("FCC") or Federal Aviation Administration ("FAA") requirements; provided however that LESSOR shall not be required to make any improvements or expend any funds as a result of any equipment or improvements installed by LESSEE. Furthermore, it is agreed that any such improvements resulting from LESSEE's installation of its equipment, are the sole responsibility of LESSEE.

9. LESSEE DUTIES

- 9.1 All MnDOT radio communications equipment placed on the Leased Premises shall be installed, operated and maintained in accordance with all applicable rules and regulations established by the FCC.
- 9.2 Except as otherwise provided herein, MnDOT shall furnish all materials and services required for its use of the Leased Premises, and shall maintain the Leased Premises in a reasonably good condition and state of repair during the continuance of its tenancy, and shall surrender the Leased Premises to LESSOR at the termination of such tenancy in such condition as the same are in at the commencement of such tenancy, reasonable wear and damage by the elements excepted.
- 9.3 LESSEE shall perform all installation and maintenance services of the Leased Premises and the equipment therein in a good and workmanlike manner, free of liens and without causing any damage or injury to the roof or the building. LESSEE shall indemnify and hold LESSOR harmless from any claims, liabilities or injuries arising out of or relating to LESSEE's use of the Leased Premises in accordance with the terms hereof.

10. LESSEE-INSTALLED PROPERTY

Any equipment or fixtures installed by MnDOT and/or attached to the Leased Premises by MnDOT, shall remain the property of MnDOT. MnDOT shall remove the above equipment or fixtures at the expiration or termination of this Lease Agreement or any extension thereof, even though said equipment or fixtures are attached to the Leased Premises, provide that surfaces are reasonably restored to the satisfaction of LESSOR.

11. INDEPENDENT CONTRACTORS

LESSEE shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting LESSEE as the agent, representative, or employee of LESSOR for any purpose or in any manner whatsoever. LESSEE is to be and shall remain an independent contractor with respect to all services performed under this Agreement. LESSEE represents that it will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of LESSEE or other persons engaged in the performance of any work or services required by LESSEE under this Agreement shall have no contractual relationship with LESSOR, and shall not be considered employees of LESSOR. Any and all claims that may or might arise under the Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against LESSEE, its officers, agents, contractors, or employees shall in no way be the responsibility of LESSOR. Unless caused by LESSOR's negligence, or willful misconduct, LESSEE shall defend, indemnify, and hold LESSOR, its officers, agents, and employees harmless from any and all such claims. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from LESSOR, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability, severance pay, and Public Employees Retirement Association benefits.

12. DAMAGE TO SITE

If the Leased Premises is damaged or destroyed by acts of nature, fire or other casualty and MnDOT's equipment becomes inoperable as a result thereof, or access to the Leased Premises for purposes of required repair, maintenance, replacement, removal, installation, change, etc., is unavailable due to said acts of nature, fire or other casualty, LESSOR may elect to:

- a. Terminate this Agreement upon thirty (30) days' notice to LESSEE; or
- b. To repair, restore, or rehabilitate the Leased Premises at no expense to LESSEE;  
or

- c. In the case of such destruction of or damage to the Leased Premises, LESSEE shall also have the right to terminate this Agreement upon thirty (30) days' notice to LESSOR.

LESSOR shall not be responsible to LESSEE for damage or destruction of MnDOT's equipment or other personal property in, on, or about the Leased Premises, unless caused by negligent or willful acts of LESSOR, its agents, contractors or employees.

13. INSURANCE

13.1 It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. LESSOR and LESSEE hereby release one another, their respective partners, officers, and employees from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Notwithstanding the foregoing, the party responsible for causing any loss or damage covered by its insurance shall be entitled to be paid the deductible under such policy by the responsible party.

13.2 LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. MnDOT's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and by other applicable laws. LESSEE's liability shall be governed by Minnesota Statutes Section 466, and by other applicable laws.

14. NEW SUBLESSOR

In the event that the Leased Premises or the tower of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell, convey, transfer, or assign this Agreement or Rents due under this Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder, if any, shall be paid to LESSOR proper written notice of such change must be delivered to LESSEE as promptly as possible.

15. LESSOR DEFAULT

If LESSOR shall default in the performance of any of the terms or provisions of this Agreement, LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSEE may cure such default and any reasonable and actual expenses paid by LESSEE shall be paid by LESSOR to LESSEE within ten (10) days after statement therefore is rendered. LESSEE shall have a specific right to set-off any such amounts against any rent payments or other

amounts due under this Agreement. In lieu of curing said default, LESSEE shall have the specific right to set-off against any rent payments or other amounts due under this Agreement any damages incurred through LESSOR's breach.

16. LESSEE DEFAULT

If LESSEE defaults in the performance of the terms or provisions of this Agreement, LESSOR shall promptly notify LESSEE in writing. If LESSEE shall fail to cure such default within thirty (30) days after receipt of notice, or if the default is of such character as to require more than thirty (30) days to cure, and LESSEE shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSOR may (a) terminate this Agreement and LESSEE shall immediately remove its equipment and fixtures (as provided in this Agreement) and pay to LESSOR all amounts due LESSOR under the terms of this Agreement; or (b) charge LESSEE any reasonable and actual expenses incurred by LESSOR as a direct consequence of such default, the amount of which shall be paid by LESSEE to LESSOR within 10 days after statement therefor is rendered.

17. MERGER AND MODIFICATION

17.1 It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

17.2 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

17.3 LESSEE's or LESSOR's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, or a modification of this Agreement, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement, unless specifically so stated, consistent with terms and conditions of this paragraph.

18. NOTICES

All notices or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to the other parties personally or sent by registered or certified mail addressed as follows:

LESSOR:                   The Pointe of Saint Paul Condominium Association  
                                c/o FirstService Residential  
                                Attn: Andy Gittleman  
                                1801 American Boulevard East, Suite 21  
                                Bloomington, Minnesota 55425

**After May 1, 2019:**

c/o FirstService Residential  
Attn: Andy Gittleman  
8900 Old Cedar Avenue  
Bloomington, Minnesota 55425

LESSEE: Metropolitan Emergency Services Board  
Attn: Executive Director  
2099 University Avenue West, Suite 201  
St. Paul, Minnesota 55104

19. **AUDIT**

Pursuant to Minnesota Statutes Section 16C.05, Subdivision 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Agreement shall be subject to examination by the State and/or Legislative Auditor during normal business hours and after reasonable notice to LESSOR.

20. **MINNESOTA LAW GOVERNS**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and performance under it.

21. **RELOCATION**

LESSOR must provide LESSEE at least 60-days' written notice of any repairs, maintenance or other work (the "Work") during the Term of the Lease which may require the temporary relocation of any portion of LESSEE's equipment. LESSOR agrees that the Work will not interfere with or alter the quality of the services provided by LESSEE from the Leased Premises. LESSEE shall be responsible for all expenses incurred by LESSEE that are required to accommodate the Work.



IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below  
intending to be bound thereby.

THE POINTE OF SAINT PAUL  
CONDOMINIUM ASSOCIATION

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

METROPOLITAN EMERGENCY  
SERVICES BOARD

By:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Reviewed by MESB Board Counsel:

By:\_\_\_\_\_





## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:**

**April 10, 2019**

**Agenda Item:**

**6A. Discussion – Update on  
FY2020-2021 EMSRB Grant Process**

**Presenter:**

**Robinson**

### **RECOMMENDATION**

No recommendation, this is discussion only.

Approval of the EMS grant application will be on the May Board meeting agenda.

Staff and the Executive Director recommends the Executive Committee recommend acceptance of the Emergency Medical Services Regulatory Board (EMSRB) Emergency Medical Services Fund and Emergency Medical Services Relief Account Grants for the Metropolitan Regional EMS System for Fiscal Years 2020-2021. The grant period is July 1, 2019 through June 30, 2021.

### **BACKGROUND**

The EMSRB provides two grants to each of the eight EMS regions on a bi-annual basis, the EMS System Support Grant and the EMS Relief Account Grant. The Relief Account Grant provides funds derived from seatbelt fines. The regional EMS grants are authorized in Minnesota Statutes 144E.50. These grants are awarded based on the responses to an EMSRB request for proposal.

### **ISSUES & CONCERNS**

The EMSRB announced at its March 21, 2019 meeting of its intentions to develop and announce an RFP for the regional EMS systems grants. There is not yet a definitive timeline. The EMSRB expects to announce the RFP by mid-April 2019 with the deadline for submission two to three weeks later. The timeline allows about two weeks for the evaluation of the proposals prior to its May 16, 2019 meeting.

MESB staff and the EMS TOC are developing a two-year work plan for the grants, however, there are no budgetary numbers available to complete any RFP.

Staff intends to submit a plan that is an extension of the current work plan. It will include proposals for training, equipment upgrades, mass casualty response equipment, EMS MAC and strike team operations, protective equipment purchases, and research. Staff has prepared lists for each category so that the MESB could operate regardless of the amount of funds received.

MOTION BY:

SECONDED BY:

MOTION:

PASS/FAIL



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** April 10, 2019  
**Agenda Item:** 6A. Discussion – Update on  
FY2020-2021 EMSRB Grant Process  
**Presenter:** Robinson

### **FINANCIAL IMPACT**

The amount of grant funds available via these two grants is currently unknown. Bills to increase the amount of funding available via the EMS System Support Grant have been laid over for possible inclusion in omnibus spending bills. The grant will be written to be flexible in case additional funding is secured.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** April 10, 2019  
**Agenda Item:** 7A. Discussion – 2020 Operational Budget  
**Presenter:** Rohret

### **RECOMMENDATION**

None – discussion only.

### **BACKGROUND**

The Metropolitan Emergency Services Board staff is preparing the 2020 operational budget and the 2020 – 2024 capital budget. There are two items related to the 2020 operational budget for which staff seeks input from the Executive Committee.

### **ISSUES & CONCERNS**

The first item is the amount which should be included for staff salary merit performance increases. For the last several years, staff has included a line item for merit performance increases of 3% of total salaries (eg. 2019 Proposed MESB merit increases). When performance reviews are conducted, the Executive Director determines the level of increase for each staff member according to the Dakota County Merit Compensation Plan, and then determines what the actual level of increase is given the amount of money available in the budget. As was discussed at the February 2019 Executive Committee meeting, the level of increases in the Merit Compensation Plan ranges from 4.5 – 6.5% base increases for those in the lowest two quartiles of their salary ranges and 3.5 – 4.5% base, plus 1 – 2% lump sums for those in the highest two quartiles of their salary ranges. [Please note, that this covers the Meets Standards to Greatly Exceeds Standards performance ratings.]

The 3% figure means that MESB staff does not receive the merit increase indicated by the Dakota County Merit Compensation plan regardless of what performance rating is received. By including a 4% of total salaries increase, it will assure that staff will receive at least the Meets Standards merit increase, even if they receive a higher rating.

For 2020 salaries, the 3% merit increase amount is: \$22,400

A 4% increase would be: \$29,751

\*Please note that the 2020 figure also includes an additional FTE, approved by the Board in January 2019.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL



## **METROPOLITAN EMERGENCY SERVICES BOARD**

**Meeting Date:** April 10, 2019  
**Agenda Item:** 7A. Discussion – 2020 Operational Budget  
**Presenter:** Rohret

The second item for discussion is how to handle any unspent operational budget funds. As has been discussed, MESB staff has made many efforts since the 2016 operational budget to bring the budget into alignment with actual expenditures and has reduced the overall operational budget every year since 2016. However, due to staffing changes and unrealized expected expenditures sometimes means that the MESB does not fully expend its operational budget. Because MESB members are invoiced at the beginning of each year based on the budget, unspent budget funds results in what could be considered an over-payment by MESB members. Staff seeks input from the Executive Committee on how to handle these funds.

Staff has developed a few options for handling these funds. The first option is for the MESB to retain the unspent budget funds and transfer them to the Hennepin County Investment Fund so that additional funds may be available in the future for capital projects done on behalf of MESB members. Currently, the only way for the Hennepin County Investment Fund grows is due to interest received.

The second option is to keep the unspent operational budget funds and use them to reduce future year assessments to MESB members. For instance, unspent 2018 operational budget funds could be used to reduce 2020 assessments. If the Executive Committee prefers this option, it should consider whether or not to use all of the unspent operational budget funds to reduce assessments or a just a portion (and what is the percentage). The answer to this may depend on how much is available.

The third option would be to refund MESB members based on the amount of unspent operational budget funds and the population formula used to determine assessments.

### **FINANCIAL IMPACT**

See issues discussed in Issues and Concerns.

MOTION BY:  
SECONDED BY:  
MOTION:

PASS/FAIL